

STR<sup>d</sup> MVF1-15

ND13553

3,500

4920

THIS IS A (15)

### RIGHT OF WAY AGREEMENT FOR MARYLAND, PENNSYLVANIA AND VIRGINIA ONLY

Know All Men By These Presents, That for and in consideration of Ten

Dollars (\$ 10.00 ) and other valuable consideration, cash in hand paid, the receipt of which is hereby

acknowledged, we Matilda Jane Campbell, widow, Fleet James, Stillson H. Hall, Trustee, George M. Martin, Trustee, Daniel Virtz, Pauline Virtz, and Stillson H. Hall, Trustee (last six parties for release purposes as to this easement only)

hereinafter called the Grantors, do hereby grant unto the Northern Virginia Power

Company, a corporation, hereinafter called the Company, with general warranty, an easement or right of way over, along and upon a certain tract of real estate situated in

Lovettsville Magisterial Township District of Loudoun County, State of Virginia the said tract being the same real

estate that was conveyed to the said John N. Campbell and Matilda J. Campbell, his and wife as tenants in common, with the common law right of survivorship, by two and husband deeds, one from Daniel Virtz and wife, dated March 21, 1958, and one from J. R. (Robert) Hardy and wife, dated January 20, 1958, and recorded respectively in Deed Books 376 and 374 of at pages 33 and 136 in the office of record in deed book No. of the First Clerk of the Circuit of the said records of Court of Loudoun County, State of Virginia, together with the right of the survivor)

ingress to and egress from said right of way, at all times over the lands of Grantors, the center line of which right of way begins at Station No. 107/43 and extends to Station No. 175/43 on the survey line of the

Company, as shown on the Company's Drawing No. 9005-510-A1-E and is more particularly described as follows:—

Station 107/43 is a point in the Grantor's property line (W. Va. - Va. State Line), and Station 175/43 is a point in the property line of the lands of the Grantor where said lands abut upon the western right of way boundary of Virginia Route 685; the course of the right of way is generally east and northeast, and the easement and right of way hereby granted includes the right to erect a three-pole structure at Station 158/47, and two two-pole structures at Stations 108/00, 112/50, 119/00, 123/50, 130/00, 137/20, 147/00, 153/30, 164/50, and 172/00, respectively, all as shown on said plat and survey.

The said right of way is for the purpose of and is of sufficient width for erecting, constructing, reconstructing, maintaining, repairing and operating an electric transmission and distribution pole line, with telephone wires thereon, together with the necessary equipment and appliances, and the right is given the company to remove the same at its discretion, and to cut and trim, and keep cut and trimmed, all trees that may interfere with the safety, proper operation and/or maintenance of said line. A map or plat, showing the center line of the right of way, together with sufficient data to properly identify it, is hereto attached and made part hereof. Trimming rights not to exceed 75 feet on each side of the center of the easement.

The compensation heretofore set out is in full satisfaction for all damages that may be caused to the grantors, their heirs or assigns, by reason of the erection, construction, lawful operation and maintenance of the said pole line; provided, however, that the company will pay for all damages to fences, crops and live stock on said right of way, caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived; and, provided, further that the grantor shall have the right to cross, recross, pass over and upon and farm said easement or right of way continuously, with the understanding that such use shall not interfere with the use for which the right of way is acquired, and, further, that the grantors may erect and maintain, if they so desire, the necessary fences across said right of way, with the understanding that the company shall have the right to open said fences for proper purposes, but keep the same closed when not necessary for its proper purposes.

WITNESS the following signatures and seals, this 5<sup>th</sup> day of February in the year 1959.

WITNESS:  
Hilbert L. Kason  
Hilbert L. Kason

Matilda Jane Campbell (SEAL)  
Fleet James (SEAL)  
Stillson H. Hall Trustee (SEAL)  
Daniel Virtz Trustee (SEAL)  
Pauline R. Virtz (SEAL)  
Stillson H. Hall Trustee (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

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Approved as to Form, Title and Execution  
Kay





