

**RIGHT-OF-WAY AGREEMENT**  
(Distribution - Maryland/West Virginia)

LEASE, R/W, CONTR Clerk 12  
Date/Time: 07/15/2005 15:46  
Inst #: 321 50329 043  
6.00 8.00

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, CHARL C. HANSEN VIRGINIA M. GIER, the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY (dba Allegheny Power), a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way Forty feet (40 ) wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in Elk District of Mineral County, State of West Virginia, acquired by me/us from CLYDE E. P. SHERRY E. PAUGH by deed dated the 7th day of NOVEMBER, of record in 2003 Book No. 313 Page 8102 of the land records of Mineral County, State of West Virginia together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. 106600, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

Beginning at a northern property line, thence in a southerly direction over and upon the property of said grantor some 200 feet and then continuing in an easterly direction over and upon the property of said grantor some 600 feet to a point necessary to serve the property of Ginger Gier located off Rt 46/2 south of Barnum, WV.

And, to extend along Route 46/2 on property of said grantor for possible future overhead continuation.

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to fences, crops, and livestock caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 26<sup>th</sup> day of APRIL in the year 2005.

GRANTORS:

Virginia M. Gier  
X

2021 Mineral County  
X

**RIGHT-OF-WAY AGREEMENT**  
(Distribution - Maryland/West Virginia)

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, Carl C Hansen Virginia M Gier

the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY (dba Allegheny Power), a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way ten feet ( 10 ) wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in EIK District of Mineral County, State of WVA.

acquired by me/us from Clyde & Sherry E Paugh by deed dated the 7th day of November, of record in 2003 Book No. 313 Page 862 of the land records of Mineral County, State of WVA

together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. 1292320, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

As shown on company drawing number 1292320.

LAUREN ELLIFRITZ  
MINERAL County 10:08:44 AM  
Instrument No 86938  
Date Recorded 08/05/2009  
Document Type DER  
Book-Page 340-97  
Recording Fee \$5.00  
Additional \$6.00

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to fences, crops, and livestock caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 18 day of August in the year 2008.

GRANTORS:

CARL C. HANSEN  
Virginia M. Gier

[Signature]  
Virginia M Gier

State of Virginia County of Fairfax to-wit:  
I hereby certify that on this 18 day of Aug, 2008 before me, a

WILLIAMSBURG, MD 21795-2016

State of \_\_\_\_\_ County of \_\_\_\_\_ to-wit:  
I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ before me, a  
Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(NOTARY PUBLIC)

### MARYLAND CERTIFICATION

This instrument was prepared by the undersigned, an employee of Allegheny Power, a party to the above instrument.

(EMPLOYEE)

(TITLE)

### DECLARATION OF CONSIDERATION (West Virginia)

The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:

The cost being less than One Hundred Dollars (\$100).

Executed this 23 day of June 2009  
By Mark E. Talkington  
(RIGHT-OF-WAY EXECUTOR)

This instrument prepared by Mark E. Talkington under the direction of Edward G. Kennedy, Attorney for Allegheny Power.

RIGHT-OF-WAY

Name \_\_\_\_\_

Line \_\_\_\_\_

WBS Eleventh/Internal Order \_\_\_\_\_

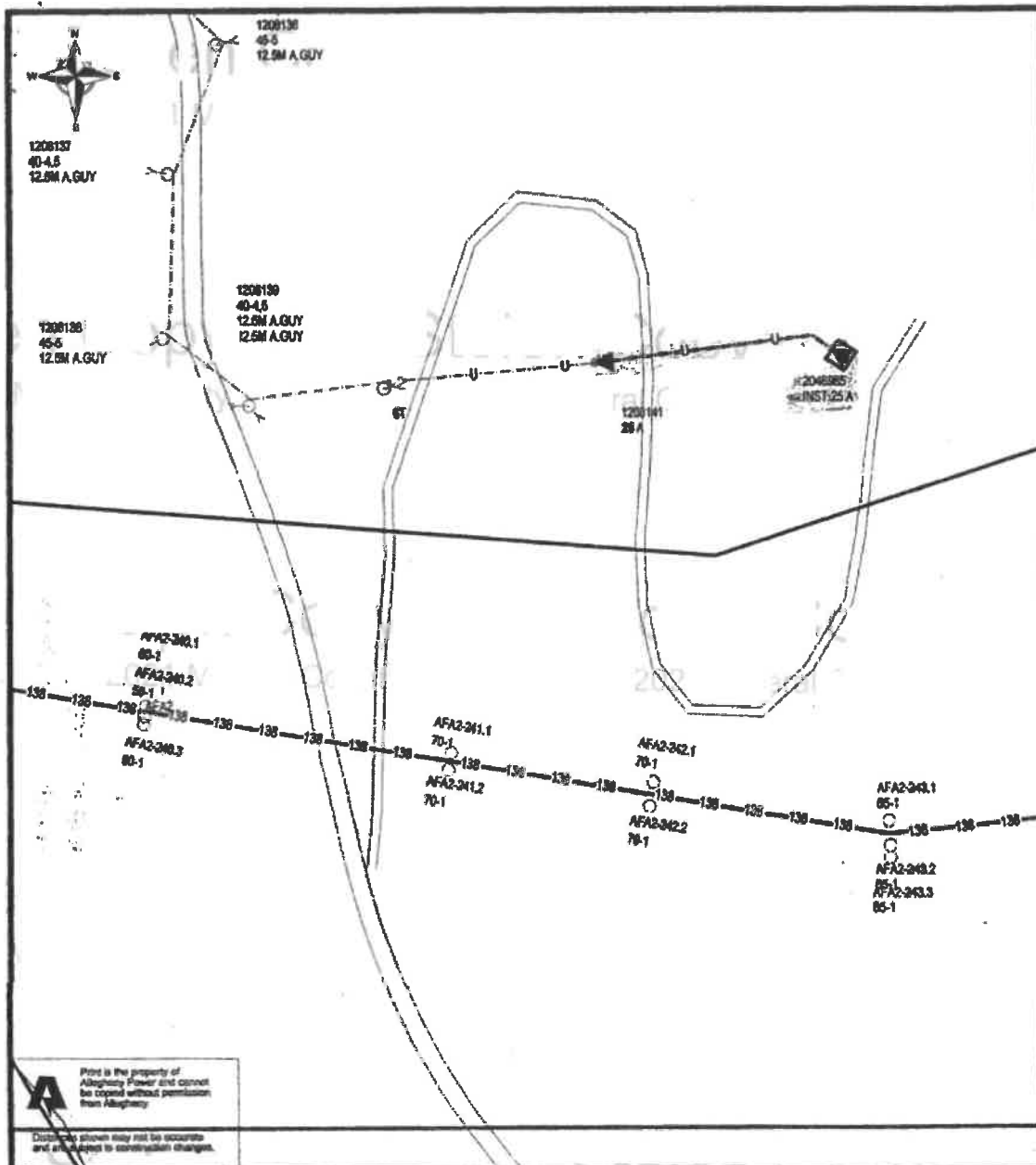
Company \_\_\_\_\_

Service Center \_\_\_\_\_

State \_\_\_\_\_ County \_\_\_\_\_

Date \_\_\_\_\_

COUNTY LAND RECORD



**Allegheny Power**

OVERLAPPING M		[Stamp]	
UPGRADE SERVICE (RESIDENTIAL)		[Stamp]	
RT 40 NEYBER WV 26726	WT 210M	NANPHERE MINE	
TALKINGTON, MARK	PL. Assby	[Stamp]	

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 5 day of August 2009  
at 10:08 o'clock A M., the foregoing Right of Way  
with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

240 MAY 09 Lauren T.P. Ellifritz 56