

Fee: \$2.25
556.43

Mailed: VEPCO
Box 1194
Richmond, Va. 23209

155

THIS AGREEMENT, made this 17th day of July, 1967, between

R. Paul Holland and Sarah Holland, husband and wife, of Atherton, California;
Katherine H. Barics and Mihaly Barics, her husband, of Atherton, California, and
David B. Holland and Jane B. Holland, his wife, of Palo Alto, California

~~of~~ hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of Two Hundred ----- Dollars
(\$200.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way

one hundred twenty (120) feet in width, to construct, operate and maintain one or more lines of poles, towers or structures, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting electric power by one or more circuits, including all wires, poles, towers, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"); over, upon and across the lands of Owner, situated in White Sulphur Magisterial District, in Greenbrier County, West, Virginia, as shown on Plat No. 1, hereto attached and made a part of this agreement; the location of the center line of said right of way being shown on said plat and being described as follows:

Beginning at Station 1 plus 51.81 in the northerly line of a certain existing 100-foot right of way of Company; thence N. 30° 13' E. 696.19 feet to Station 8 plus 48.00 in the property line dividing property of Owner and that of Guy R. White and others, which point is S. 23° 28' 30" E. 627.48 feet along said property line from a property corner, marked by a rock pile. It being the intention of Owner to convey to Company, by the foregoing description, an easement over all property of Owner lying within the outer boundaries of a right of way 120 feet in width, as shown on said attached plat.

556.56 A.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable; all conductors shall be strung at a distance above the ground of not less than that specified by the National Electrical Safety Code in effect at the time of construction.

Company shall at all times have the right to keep the right of way clear of all buildings or structures (except fences), trees, stumps, roots and undergrowth, and shall have the further right to trim or fell any tree outside the right of way which, in the opinion of Company, constitutes a hazard to or may endanger the safe or proper operation of its facilities. Such a tree shall be any tree which in falling or being felled could come within ten feet of any conductor. All trees, limbs and undergrowth cut, felled or which fall within the right of way during any clearing of all or any part of the right of way by Company and all stumps and roots uprooted during any such clearing may be disposed of by Company within six (6) months after such clearing. If Company elects not to dispose of any such trees, limbs, stumps, roots and undergrowth cut or uprooted by Company upon any part of said right of way during the initial clearing of that part of the right of way by Company, such trees, limbs, stumps, roots and undergrowth shall be placed by Company in piles on the right of way where they will not block streams or drainage ditches. All trees, limbs, stumps, roots and undergrowth cut and uprooted by Company and not disposed of by Company within six (6) months after they are cut or uprooted shall be and remain the property of Owner. All trees and limbs cut, felled or which fall outside the right of way at any time shall be limbed, shall in general be left where they are felled or fall, but so as not to block streams or drainage ditches, and shall be and remain the property of Owner. All trees felled outside the right of way six (6) months or more after Company has completed the initial construction of facilities on the right of way shall be paid for by Company at their then local market value.

Subject to the other provisions hereof, Company shall have the right, but not the obligation, to plant selective trees and shrubs within the right of way at public road crossings in wooded areas.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over such private roads as may now or hereafter exist on the property of Owner. Any damages resulting to such private roads from such use shall be repaired by Company at its expense. The right, however, is reserved to Owner to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the right of way, Company shall have such right of ingress and egress over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.

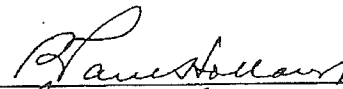
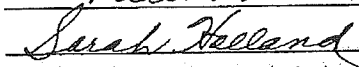
Company shall repair damage to fences or other improvements and shall pay Owner for any damage to crops, either inside or outside the right of way, when such damage results from the construction, inspection, or maintenance of Company's facilities, provided Owner gives written notice thereof to Company within thirty days after such damage occurs.


Owner, his successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use complies with the requirements of the National Electrical Safety Code and does not interfere with or endanger the construction, operation or maintenance of Company's facilities, and provided further that any roads, streets, or railroad tracks hereafter constructed on said right of way shall cross the right of way in such manner that the angle between the center line thereof and the center line of the right of way shall be not less than forty-five (45) degrees. Owner may construct fences upon the right of way, but no other buildings or other structures may be constructed thereon above ground except roads, streets and railroad tracks as hereinabove provided.

The cash consideration hereinabove mentioned is paid by Company and accepted by Owner as full and total payment for the right of way, for all trees, undergrowth or other obstructions within the right of way, for all trees outside the right of way trimmed or felled during the initial construction of Company's facilities and within six months thereafter, for all other rights and privileges hereinabove set forth, and for any damages to the residue of Owner's lands.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature S and seals:

 (SEAL)
 (SEAL)

Form Approved:  Attorney

APPROVED  REAL ESTATE DEPT.



David B. Holland (SEAL)

Jane B. Holland (SEAL)

Katherine H. Barics (SEAL)

Mihaly Barics (SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) To-wit:

I, JUNIUS CARY, a Notary Public in and for the County aforesaid, whose commission expires on the 17 day of 1971, do certify that R. Paul Holland and Sarah Holland, husband and wife, Katherine H. Barics and Mihaly Barics, her husband, and David B. Holland and Jane B. Holland, his wife, whose names are signed to the foregoing writing dated the 17th day of July, 1967, have this day acknowledged the same before me in the State and County aforesaid.

Given under my hand and the seal of my office, this the 17 day of July, 1967.

J. Cary
Notary Public, San Mateo County
State of California

This instrument prepared by G. H. Altare, Agent for Virginia Electric and Power Company.

DECLARATION OF CONSIDERATION OR VALUE

It is hereby declared:

The total consideration paid for the easement of right of way conveyed by the document to which this declaration is appended is \$200.00
VIRGINIA ELECTRIC & POWER COMPANY
By G. H. Altare

WE T VIRGINIA, Greenbrier County, S. S: 13th day of Oct 1967.
In the Clerk's Office of Greenbrier County Court. The Instrument was this day presented in the Office aforesaid, and thereupon, together with the Certificate thereto annexed, admitted to record.

Teste: Paul C. Hargett Clerk
By: [Signature] Deputy
DEED 241 PAGE 51

This Bill of Sale and Agreement was this day presented in the office aforesaid, and thereupon, together with the Certificate thereto annexed, admitted to record.

TESTE:

J. H. H. H. H.

CLERK.

Fee: \$1.75

JAN 3 1960
Mailed to:
American Telephone & Telegraph Co.
White Plains, N. Y.

\$5.00

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY Five and No/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied compaines, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace, and remove a communication system consisting of underground cables and wires, surface testing-terminals, markers and such other appurtenances as grantees may from time to time require upon, over and under a strip of land fifty feet (50') wide across the land which the undersigned own or in which the undersigned have any interst and more particularly described as a tract of land containing 3445 acres, more or less, acquired by deeds dated December 12, 1958, and January 2, 1959, and recorded in deed book 205, page 52, and deed book 205, page 181, respectively, and lying in the District of White Sulphur, County of Greenbrier, and State of West Virginia, and grantees further grant and convey to said companies, their successors and assigns the right to construct, operate and maintain a pole line to carry electric power and telephone service over, on and along said fifty (50) foot wide strip and further grant and convey the following rights: Of ingress and egress over and across the land of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and to install gates in any fences crossing said strip. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip.

The right of way hereby granted, being approximately 7300 feet in length, shall enter the land of the undersigned in the vicinity of the Greenbrier State Forest Gate on the Kate's Mountain Road and shall leave the land approximately 4300 feet easterly of the Northwest corner of the said land at a point Southerly of and underpass of the Chesapeake and Ohio Railway Company.

Signed and sealed this 18th day of November, 1960, at 70 Elena Avenue, Atherton,

third part does not hereby release the party of the first part of and from the liability to it upon his note as described in said deed of trust, and he shall remain liable, jointly and severally, with the party of the second part, to the party of the third part thereon.

IN WITNESS WHEREOF, the parties have signed and sealed these presents:

J. H. Ferguson (SEAL)
D/b a North Fork Coal Company

ARMSTRONG COAL COMPANY, INC.

By: Spurgeon Hinkle
Its President

MARMON-HERRINGTON COMPANY, INC.
(LONG-AIRDOX COMPANY DIVISION)

By: Roberta Nelson
Its Vice President

(CORPORATE SEAL)

STATE OF WEST VIRGINIA,

COUNTY OF NICHOLAS, SS:

I, James A. Barber, a Notary Public in and for the County and State aforesaid, do hereby certify that J. H. FERGUSON, doing business as NORTH FORK COAL COMPANY whose name is signed to the foregoing writing, bearing date the 21st day of November, 1960, has this day acknowledged the same before me in my said County.

GIVEN under my hand this 30th day of November, 1960.

My Commission expires Oct 2, 1961.

James A. Barber

Notary Public.

STATE OF WEST VIRGINIA,

COUNTY OF GREENBRIER, SS:

I, James A. Barber, a Notary Public in and for the County and State aforesaid, do hereby certify that Spurgeon Hinkle, who, as President, signed the foregoing writing, bearing date the 21st day of November, 1960, for ARMSTRONG COAL COMPANY, INC., a Corporation, has this day, in my said County, before me, acknowledged the said writing to be the act and deed of said Corporation.

GIVEN under my hand this 30th day of November, 1960.

My Commission expires Oct 2, 1961.

James A. Barber

NOTARY PUBLIC

STATE OF WEST VIRGINIA,

COUNTY OF FAYETTE, SS:

I, Marie Spangler, a Notary Public in and for the County and State aforesaid, do hereby certify that R. C. NELSON, who as Vice President, signed the foregoing writing, bearing date the 21st day of November, 1960, for MARMON-HERRINGTON COMPANY, INC., (LONG-AIRDON COMPANY DIVISION), a Corporation, has this day, in my said County, before me, acknowledged the said writing to be the act and deed of said Corporation.

San Mateo County, California.

WITNESS:

Junius Cary	Sarah L. Holland Sarah L. Holland	(SEAL)
Junius Cary	R. Paul Holland R. Paul Holland	(SEAL)
Junius Cary	David B. Holland David B. Holland	(SEAL)
Junius Cary	Katherine E. Holland Katherine E. Holland	(SEAL)
Junius Cary	Jane B. Holland Jane B. Holland	(SEAL)

Federal Stamps: \$1.65
State Stamps: \$3.30

"DECLARATION OF CONSIDERATION OF VALUE".

The total consideration paid for the property conveyed by the document to which this declaration is appended is \$1,825.00.

Approved George Kesek
Staff Supervisor

STATE OF CALIFORNIA

COUNTY OF SAN MATEO, TO-WIT:

I, Junius Cary, a Notary Public of the said County of San Mateo, do certify that R. Paul Holland and Sarah L. Holland, husband and wife, and David B. Holland and Jane B. Holland his wife, whose names are signed to the wit within writing bearing date the 18th day of November, 1960, have this day acknowledged the same before me in my said County.

Junius Cary

Given under my hand this 18th day of November, 1960.

My Commission expires the 4th day of May, 1962.

(SEAL)

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO, TO-WIT:

I, Junius Cary, a Notary Public for the State and County aforesaid, do certify that Katherine E. Holland, unmarried whose name is signed to the within writing, bearing date on the 18th day of November, 1960, has this day acknowledged the same before me in my County aforesaid.

GIVEN under my hand this 18th day of November, 1960.

Junius Cary
Notary Public.

(SEAL)

My Commission expires May 4, 1962.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 27th day of Dec, 1960

This DEED was this day presented in the office aforesaid, and thereupon together with the Certificate thereto annexed, admitted to record.

TESTE:

Paul J. Byrrett

CLERK.