

08-31-82
Mailed to: Rockfish Corporation
Rt. 1, Box 413
Afton, Va. 22920

BOOK 198 PAGE 034
RIGHT OF WAY EASEMENT

This agreement, made this ~~2nd~~ day of May, 1982 between Mitchell O. and Iris T. Carr of Staunton, Virginia, hereinafter called Owner and Rockfish Corporation, a Virginia corporation hereinafter called "Rockfish".

W I T N E S S E T H:

That for the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, Owner grants unto Rockfish its successors and assigns, the right, privilege and easement of right-of-way to construct, operate, and maintain an electrical line or system on or under the below described lands, including all wires, poles, attachments, ground connectors, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as facilities). The Owner hereby grants to Rockfish the right of ingress and egress to and from and access to the land of Owner situated in the Schuyler District of Nelson County, Virginia, more precisely described as a thirty (30) foot utility easement adjacent to and on the river side of the Old Railway Bed, running through the Riverview Subdivision. The location of said Old Railway Bed is shown on a plat entitled Riverview dated 4-10-81, revised 5-12-81, 1-5-82 recorded in Clerk of Nelson County Circuit Court on March 22, 1982 in Plat Book 13, pg. 41 & 42.

The facilities erected hereunder shall remain the property of Rockfish. Rockfish shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right-of-way above described and make such changes, alterations, substitutions, or additions to its facilities as Rockfish may from time to time deem advisable.

Rockfish shall at all times have the right to trim, cut, and keep clear from all trees, limbs, undergrowth and other obstructions along said right-of-way or adjacent thereto that may endanger the safe and proper operation of its facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Rockfish shall have the right of ingress to and egress from the right-of-way 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 a manner as shall occasion the least practicable damage and inconvenience to Owner.

Rockfish shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection or maintenance of Rockfish facilities provided Owner gives written notice thereof to Rockfish within thirty (30) days after such damage occurs.

If Rockfish allows said right-of-way to remain unused or stand without facilities thereon for a period in excess of five ^{(3) THREE YEARS} ~~(5) YEARS~~, said right-of-way will be classified as abandoned and will revert to Owner.

Rockfish agrees to allow Appalachian Power Company the use of Rockfish poles located in the right-of-way for the purpose of providing power to the Riverview Subdivision.

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The Owner covenants that he is seized of and has the right to convey the said easement of right-of-way, rights and privileges and that Rockfish shall have quiet and peaceable possession, use and enjoyment of the aforesaid right-of-way;

Witness the following signatures:

Mitchell O Carr
Iris T. Carr

State of Virginia)
County of Augusta) to wit

The foregoing instrument was acknowledged before me this 28th day of May, 1982 by Mitchell O & Iris T. Carr.

James S. [Signature]

Notary Public in and for the County and State aforesaid

My Commission expires:
November 17, 1982

State Tax 039	\$ <u>.15</u>
County Tax 213	\$ <u>.05</u>
Transfer Fee	\$ <u>-</u>
Clerk's Fee	\$ <u>10.00</u>
Plats	\$ <u>-</u>
State Tax 028	\$ <u>-</u>
County Tax 220	\$ <u>-</u>
Total	\$ <u>10.20</u>

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County July 30 1982, This writing was admitted to record at 3:15 o'clock P. M. and the tax imposed by Sec. 53-54,1 of the Code in the amount of \$ Exempt has been paid.

TESTE: ROSEMARY F. DAVIS Clerk
BY Ruth S. Purvis, Deputy Clerk

Mailed with Proceeding
Lead

198 1037

RIGHT OF WAY EASEMENT

This agreement, made this 6th day of January, 1987, between Laurence Hugo of Rockfish, Virginia, hereinafter called Owner and Rockfish Corporation, a Virginia corporation hereinafter called "Rockfish".

W I T N E S S E T H:

That for the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, Owner grants unto Rockfish, its successors and assigns, the right, privilege and easement of right-of-way to construct, operate, and maintain an electrical line or system on or under the below described lands, including all wires, poles, attachments, ground connectors, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as facilities). The Owner hereby grants to Rockfish the right of ingress and egress to and from and access to the land of Owner situated in the Schuyler District of Nelson County, Virginia more precisely described as a thirty (30) foot utility easement over the Old Railroad Bed paralleling the Rockfish River running through property of Owner recorded in D.B. 148-481.

The facilities erected hereunder shall remain the property of Rockfish. Rockfish shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right-of-way above described and make such changes, alterations, substitutions, or additions to its facilities as Rockfish may from time to time deem advisable.

Rockfish shall at all times have the right to trim, cut, and keep clear from all trees, limbs, undergrowth and other obstructions along said right-of-way or adjacent thereto that may endanger the safe and proper operation of its facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Rockfish shall have the right of ingress to and egress from the right-of-way 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 a manner as shall occasion the least practicable damage and inconvenience to Owner.

Rockfish shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection or maintenance of Rockfish facilities provided Owner gives written notice thereof to Rockfish within thirty ⁹⁰~~(30)~~ days after such damage occurs.
R. Hugo

If Rockfish allows said right-of-way to remain unused or stand without facilities thereon for a period in excess of five (5) years, said right-of-way will be classified as abandoned and will revert to Owner.

The Owner covenants that he is seized of and has the right to convey the said easement of right-of-way, rights and privileges and that Rockfish shall have quiet and peaceable possession, use and enjoyment of the aforesaid right-of-way.

Witness the following signature and seal

Laurence Hugo (Seal)

_____ (Seal)

State of ^{New York} ~~Virginia~~
County of New York to wit:

I George SHAGOURY, a Notary Public for the
STATE OF New York whose commission expires on the

31 day of MARCH, 1983, do hereby certify that

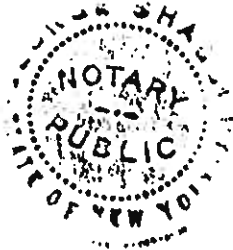
LAURENCE HUGO, whose name IS signed to

the writing above dated the 6 day of JANUARY, 1982

acknowledged the same before me in the County aforesaid this
11 day of JAN, 1982.

[Signature]
Notary Public

George SHAGOURY
44-360904
NOTARY PUBLIC
STATE OF NEW
YORK
COUNTY OF ROCKLAND
COMMISSION EXPIRES 2/30/83



State Tax 039	\$.15
County Tax 213	\$.05
Transfer Fee	\$ -
Clerk's Fee	\$ 10.00
Plats	\$ -
State Tax 038	\$ -
County Tax 220	\$ -
Total	\$ 10.20

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County
July 30 1982, This writing was admitted to record at
3:25 o'clock P.M. and the tax imposed by Sec. 58-54.1 of
the Code in the amount of \$ Exempt has been paid.

TESTE: ROSEMARY F. DAVIS Clerk
BY Ruth S. Rowan Deputy Clerk

08-31-82

Handled with
preceding deed

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RIGHT OF WAY EASEMENT

This agreement, made this 9th day of January, 1982
between Maggie M Wood of Rockfish VA
Virginia, hereinafter called Owner and Rockfish Corporation, a
Virginia corporation hereinafter called "Rockfish".

W I T N E S S E T H:

That for the sum of one dollar (\$1.00), the receipt of
which is hereby acknowledged, Owner grants unto Rockfish, its
successors and assigns, the right, privilege and easement of
right-of-way to construct, operate, and maintain an electrical
line or system on or under the below described lands, including
all wires, poles, attachments, ground connectors, circuit
breakers, equipment, accessories and appurtenances desirable in
connection therewith (hereinafter referred to as facilities).
The Owner hereby grants to Rockfish the right of ingress and
egress to and from and access to the land of Owner situated in
the Schuyler District of Nelson County, Virginia, more precisely
described as a thirty (30) foot utility easement transversing
the property and paralleling the Rockfish River running on the
north, or upriver side of existing dwelling.

The facilities erected hereunder shall remain the property
of Rockfish. Rockfish shall have the right to inspect, rebuild,
remove, repair, improve, relocate on the right-of-way above
described and make such changes, alterations, substitutions,
or additions to its facilities as Rockfish may from time to
time deem advisable.

Rockfish shall at all times have the right to trim, cut, and keep clear from all trees, limbs, undergrowth and other obstructions along said right-of-way or adjacent thereto that may endanger the safe and proper operation of its facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Rockfish shall have the right of ingress to and egress from the right-of-way 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 a manner as shall occasion the least practicable damage and inconvenience to Owner.

Rockfish shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection or maintenance of Rockfish facilities provided Owner gives written notice thereof to Rockfish within thirty (30) days after such damage occurs.

If Rockfish allows said right-of-way to remain unused or stand without facilities thereon for a period in excess of five (5) years, said right-of-way will be classified as abandoned and will revert to Owner.

The Owner covenants that he is seized of and has the right to convey the said easement of right-of-way, rights and privileges and that Rockfish shall have quiet and peaceable possession, use and enjoyment of the aforesaid right-of-way.

Witness the following signature__ and seal__

Maggie M Wood. _____ (Seal)

_____ (Seal)

State of Virginia

County of Felton to wit:

I Ellen W. Browning, a Notary Public for the

State of Va. at Large whose commission expires on the

9th day of January, 1984, do hereby certify that

Maggie M. Wood, whose name is _____ signed to

the writing above dated the 9th day of January, 1982

acknowledged the same before me in the County aforesaid this
9th day of January, 1982.

Ellen W. Browning
Notary Public

State Tax 039	-	\$.15
County Tax 213	\$.05
Transfer Fee	\$	-
Clerk's Fee	\$	10.00
Plats	\$	-
State Tax 038	\$	-
County Tax 220	\$	-
Total		\$10.20

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County
July 30, 1982, This writing was admitted to record at
3:48 o'clock P.M. and the tax imposed by Sec. 58-54.1 of
the Code in the amount of \$ Exempt has been paid.

TESTE: ROSEMARY F. DAVIS Clerk
BY Ruth S. Purvis, Deputy Clerk