
Right of Way Agreement

I/We, the undersigned/Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, do hereby grant unto HARDY TELECOMMUNICATIONS, INC., a telephone cooperative, its successors and assigns, a right of way for the purpose of constructing, reconstructing, repairing, operating, inspecting and maintaining telecommunications, transmission, data and information lines and cables, including the placement of remote switching equipment as well as all necessary poles, anchors, wires, conduits, trenches, cables and fixtures, after the consent of the Grantor, over and along the property which I/we own or in which I/we have any interest therein, lying and being situate in the Capon District of Hampshire County, State of West Virginia, and acquired by me/us from Virgil & Leona Oates Estate, and being the same tract or parcel of real estate acquired by me/us by that/those certain instrument(s) of record in the office of the Clerk of the County Commission of Hardy County, in DEED BOOK 376, PAGE 77, together with the right of ingress and egress to and from said right-of-way at all times over the lands of the Grantors herein to the public road. The right-of-way granted shall have the same footprint as the existing utility easement, and said telecommunication, transmission, data and information lines and cables as well as the related equipment, be they above ground or underground, to be located on the lands of the Grantors herein as follows:

Install and maintain fiber optic Cable within the existing power line right-of-way running across the parcel in a Northerly direction. All work will be done within the footprint of the existing utility right-of-way.

The right of way granted herein shall also serve to permit Hardy Telecommunications, Inc. to allow the placement or location of lines, wires, cables or related facilities and equipment of other entities or persons within the right of way granted herein.

Hardy Telecommunications, Inc. shall at all times have the right to clear, cut, control, trim and remove trees, limbs and brush from said premises, which in its opinion may interfere with the exercise of its rights hereunder or endanger said facilities. The consideration paid is in full payment of the rights hereinabove granted.

Hardy Telecommunications, Inc. consents to maintain the right of way in good repair so that no unreasonable damage will result from its use and will relocate its facilities when necessary to conform to future building operations of the undersigned; and will pay for all damages to fences, infrastructures, surface vegetation, crops and livestock caused by the operation, maintenance, rebuilding and removal of said line, be it above ground or underground, if notice in writing is given within thirty (30) days after such damages are suffered; otherwise it is understood that such damages are hereby waived.

DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declare that the value of the property transferred by the document to which this declaration is appended is \$100.00 or less, and as such no deed stamps need be affixed. SEE WV CODE 11-22-1.

WITNESS the following signature(s) and seal(s) this 27th day of June, 2020.

Alan L. Brill

Alan L. Brill

(SEAL)

Randall L. Brill

Randall L. Brill

(SEAL)

(SEAL)

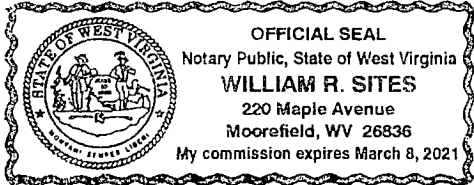
STATE OF West Virginia

COUNTY OF Hampshire, to wit:

I, William R. Sites, a Notary Public in and for the County and state
aforesaid, do hereby certify that Alan L. Brill; Randall L. Brill whose name(s)
is/are signed to the writing hereto annexed, bearing the date the day of June 27, 2020,
has/have this day acknowledged the same before me in my said County and State.

Given under my hand this 27th day June, 2020.

My commission expires March 08, 2021.



William R. Sites

Notary Public

Document prepared by Walters & Heishman, PLLC, Attorneys at Law
Completed by Bill Sites, an employee of Hardy Telecommunications

Hampshire County
Eric W. Strite, Clerk
Instrument 202587
07/30/2020 @ 02:31:31 PM
RIGHT OF WAY
Book 567 @ Page 406
Pages Recorded 2
Recording Cost \$ 11.00