ELECTRIC UTILITY RIGHT-OF-WAY

In conjunction with the residence hall apartments and infrastructure construction projects which are now underway, an electric utility right-of-way needs to be granted to Allegheny Power (Potomac Edison Company) to permit the appropriate delivery of electrical services. This right-of-way would be 40 feet wide from the new entrance from Shepherd Grade Road, for a short distance until crossing University Drive, at which point the utilities will continue below-ground and the right-of-way will be 10 feet wide and will follow more or less parallel with University Drive until concluding in the area near the West Woods Suites.

Under Board Policy 23, any permanent easement or right-of-way requires Board approval. A copy of the Right-of-Way Agreement follows.

The following resolution is recommended for adoption by the Board:

RESOLVED, That the Shepherd University Board of Governors approves the Right-of-Way Agreement with Potomac Edison Company as presented in the Agenda Book and authorizes the University President, on behalf of the Board, to execute the Agreement and any other documents necessary and proper for securing the electrical utility services contemplated for the West Campus of Shepherd University.
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, 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 Shepherdstown District of Jefferson County, State of West Virginia, acquired by me/us from .

by deed dated the day of , recorded in deed Book No. Page of the land records of Jefferson 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. [3140]5304392, 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:

on the above referenced property, a ten (10) feet wide easement where facilities are underground, and a forty (40) feet wide easement where facilities are overhead per exhibit A,

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 day of in the year .

GRANTORS:

______________________________

______________________________

______________________________

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)
State of __________________________ County of __________________________

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 __________________________ day of __________________________.

By __________________________
(RIGHT-OF-WAY SOLICITOR)

Mark A. Bayar  (Lines Engineering Designer)

This instrument prepared by __________________________, under the direction of C. E. Martin III, Attorney for Allegheny Power.

______________________________
Name

COUNTY LAND RECORDS

Date State Service Center Company Project ID Line Name

RIGHT-OF-WAY

FORM 15-059 REV. 11 (BACK)