

1344 1345
RIGHT OF WAY EASEMENT

TRACT NO. Fa-45

Map-198

903.275

FOR AND IN CONSIDERATION OF Two Hundred and Forty Four and No/100th DOLLARS,

the receipt of which is hereby acknowledged, Norman E. Dodd and Luretta S. Dodd;

(Husband and Wife)

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being

50 feet in width and extending 25 feet from either side of the center line of the first pipe line installed hereunder, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Fauquier County, State of Virginia, to-wit:

57.5 acres, more or less, of land more particularly described in that certain

conveyance dated January 7, 1950, from Urie H. Byler, et ux., Martha Y. Byler, to

Norman E. Dodd, et ux., Luretta S. Dodd, as found in the records of the above

County and State in Book No. 170, at Page No. 416, less and except lands subsequently

conveyed to others.

together with the right of unimpaird access to said pipe line and the right of ingress and egress on, over, and through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other watercourse.

As a part of the consideration hereinabove set forth, Grantors hereby grant unto said Grantee, its successors and assigns, the right at any time to construct, operate, and maintain an additional pipe line or pipe lines substantially parallel to the first pipe line constructed by Grantee on Grantors' land, above described and Grantee agrees to pay Grantors the sum of \$ 2.00 per rod for each additional pipe line constructed, said payment to be made before construction commences. Said additional pipe line or pipe lines shall be subject to the same rights, privileges, and covenants as set forth in this Right of Way Easement.

It is agreed that any payment hereunder may be made direct to said Grantors, or any one of them, or by depositing such payment to the credit of said Grantors, or any one of them, in the Fauquier Nat. Bank of Warrenton, Va and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said Grantee, its successors and assignees, so long as said right of way and easements are used for the purposes granted herein.

It is understood and agreed that an additional 25 foot width lying parallel and adjacent to the above right of way may be used by the herein grantee during the exercise of the above granted rights, reverting to the above permanent width at cessation of such use.

It is understood and agreed that Grantee shall have the right to use such add'l area of Grantor's land as may be necessary in connection with the construction and clean-up of Grantee's pipe-line across 616 a State Hi-way, said add'l area to be adjacent to the R/W granted herein and adjacent to said State Hi-way 616.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 11 day of October, 1962

Signed, sealed, and delivered in the presence of:

P.D. Douglas C.R. Douglas
Right of Way Agent

P.D. Douglas and C.R. Douglas

Norman E. Dodd (Seal)
Luretta S. Dodd (Seal)
Grantors

Norman E. Dodd
Luretta S. Dodd



903.275

STATE OF VIRGINIA

CITY OF _____

TO WIT:

(INDIVIDUAL FORM)

COUNTY OF _____

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, whose name _____ signed to the foregoing writing bearing date on the _____ day of _____, 19____, has this day acknowledged the same before me in the _____ aforesaid.

Given under my hand this _____ day of _____, 19____.

My commission expires _____.

Notary Public

STATE OF VIRGINIA

CITY OF _____

TO WIT:

(WITNESS FORM)

COUNTY OF LOUISIANA

JAMES F. FLESHMAN

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that the execution of the foregoing writing bearing date on the 11 day of October, 1962, by Norman E. Dodd and Loretta S. Dodd; (Husband and Wife) whose name E signed thereto, was/were proved before me in the County _____ aforesaid by the evidence and on the oath of P.D. Douglas and C.R. Douglas, subscribing witnesses to said writing.

Given under my hand this 15 day of October, 1962.

My commission expires _____.

Notary Public

STATE OF VIRGINIA

CITY OF _____

TO WIT:

(CORPORATION FORM)

COUNTY OF _____

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ and _____, whose names are signed to the foregoing writing bearing date on the _____ day of _____, 19____, as President and Secretary, respectively, of _____, have this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 19____.

My commission expires _____.

Notary Public

1344
ACCEPTED FOR COLONIAL PIPELINE CO.

By: Wm M. C. Cawley
KIM SUPERVISOR

Series _____ Line No. _____

FROM

TO

COLONIAL PIPELINE COMPANY

Line

Length

Rods

Clerk's Office of Fauquier Circuit Court, 12 October 1962
This deed right of way was this day received in said Office and with certificate admitted to record at 3:06 P.M.

Teste: William C. Cawley Clerk

Also Fauquier County
Oct 12 1962
3:06 P.M. of clerk
admitted to record
_____ \$ _____
_____ \$ _____
_____ \$ 3.00
_____ \$ 3.60
Deed Book 218
Page 390

Norman E. Dodd &
Loretta S. Dodd, wife

to

Colonial Pipeline Company

FAUQUIER COUNTY

Deed Book 218

Page 390

EASEMENT

Date 10-11-62

Recorded 10-17-62

Conveys an easement for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by grantee, said right of way being 50 feet in width and extending 25 feet from either side of the center line of the first pipe line installed hereunder, on, over, and through the following described lands of Grantors.

57.5 A., more or less, more particularly described in deed dated January 7, 1950 from Urie H. Byler, et ux to Norman E. Dodd, et ux, as recorded in Deed Book 170, page 416 less and except lands subsequently conveyed to others.

Together with the unimpaired access to said pipe line and the right of ingress and egress on, over, and through grantors' above-described land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This is a covenant running with the land.

Grantee agrees to repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipe line has been installed, grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

Any pipe line constructed by grantee across any portion of said land which is under cultivation, shall, at the time of construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch or other watercourse.

It is agreed that any payment hereunder may be made direct to grantors, or any one of them, or by depositing such payment to the credit of Grantors, or any one of them, in the Fauquier National Bank of Warrenton, Virginia.

It is understood and agreed that an additional 25 foot width lying parallel and adjacent to the said right of way may be used by grantee during the exercise of the above granted rights, reverting to the above permanent width at the cessation of such use.

It is understood and agreed that Grantee shall have the right to use such additional area of Grantor's land as may be necessary in connection with the construction and clean-up of Grantee's pipe line across 616, a State HI-WAY, said additional area to be adjacent to the right of way granted herein and adjacent to said State Hi-way 616.