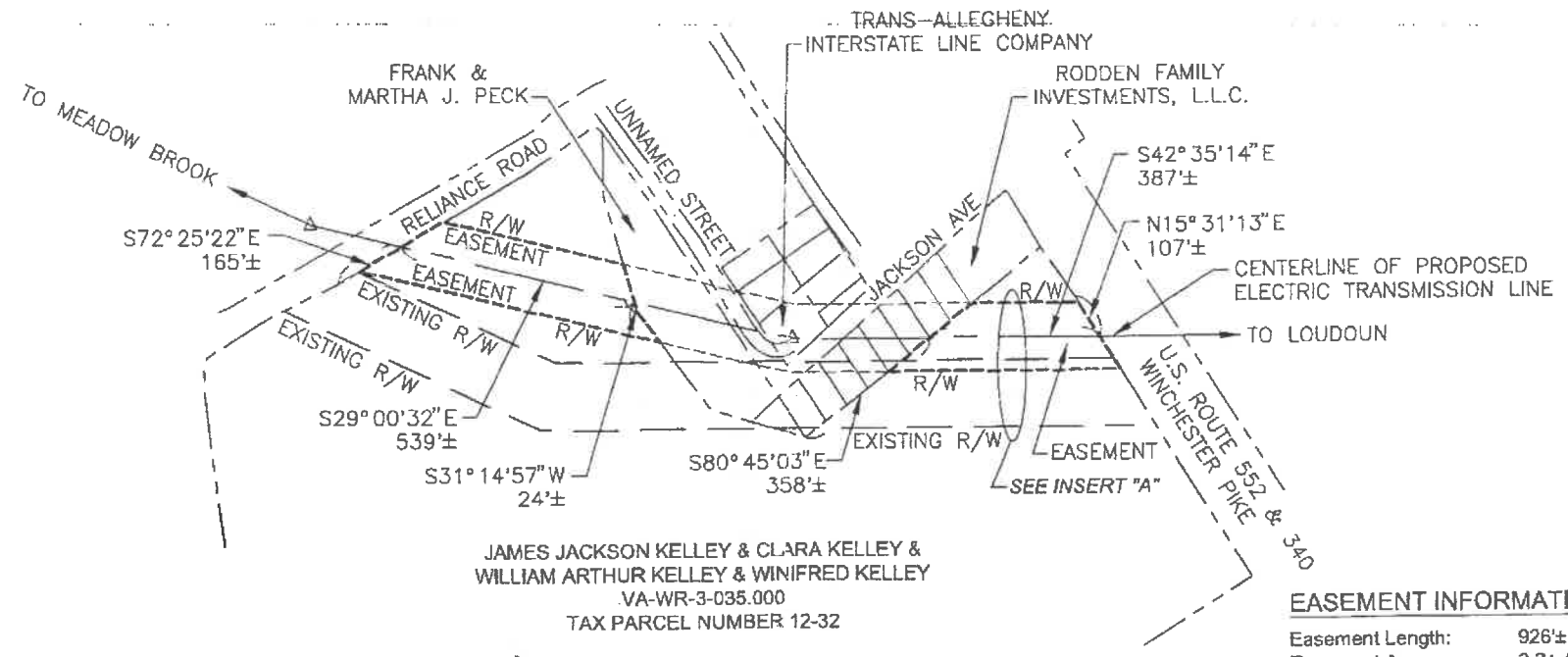
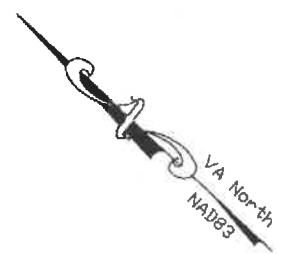


WARREN COUNTY, VIRGINIA
LAND RECORDS

000016 SEP 18 09

0011182AA.dwg
Aug 13, 2009 - 3:25pm



JAMES JACKSON KELLEY & CLARA KELLEY &
WILLIAM ARTHUR KELLEY & WINIFRED KELLEY
VA-WR-3-035.000
TAX PARCEL NUMBER 12-32

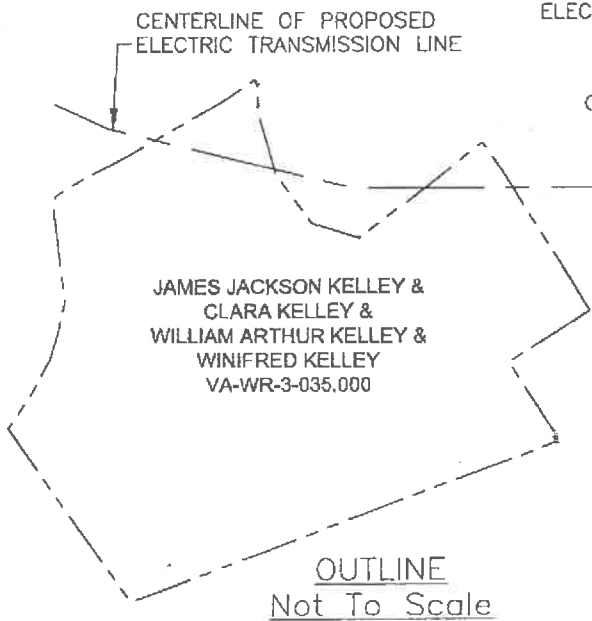
EASEMENT INFORMATION:

Easement Length: 926±
Easement Area: 3.2± Acres
Easement Width: 150'

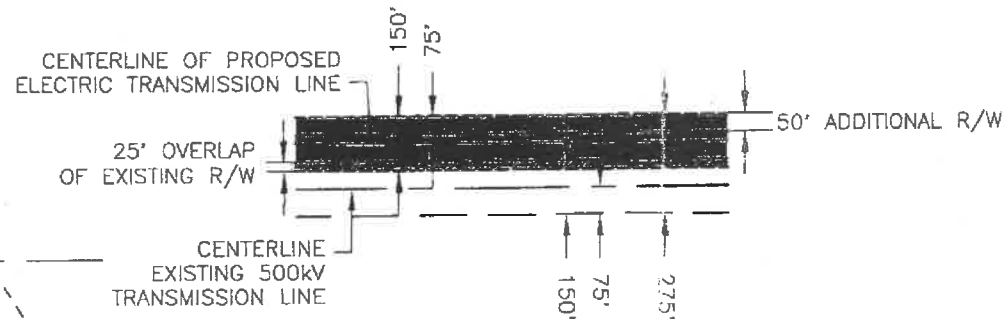
NOTES:

1. The perimeter of this parcel has been compiled from a deed recorded in Deed Book 56 Page 24 in the office of the Clerk of the Circuit Court of Warren County.
2. The easement shown hereon has been prepared from Deed Plots, Tax Maps, Aerial Photography and actual field survey; however, it does not constitute a complete boundary retracement survey.

LINE LIST NUMBER: VA-WR-3-035.000
SURVEY BOOK: PAGE:



OUTLINE
Not To Scale



INSERT "A"
Not To Scale

DETAIL
1" = 400'

EXHIBIT A

GRAPHIC SCALE



SHEET 1 OF 1

DRAWN C&C		Trans-Allegheny Interstate Line Company an Allegheny Energy company
CHKD	DFTG APPD 08/2008	
CAD FILE 00111162AA.DGN		LOUDOUN - MEADOW BROOK
SOURCE C&C		ELECTRIC LINE EASEMENT ON PROPERTY OF JAMES JACKSON KELLEY & CLARA KELLEY & WILLIAM ARTHUR KELLEY & WINIFRED KELLEY
REVIEWED SDH		NORTH RIVER DISTRICT, WARREN COUNTY, VIRGINIA
APPROVED 08/13/09	AUTHORIZATION D-01458.3401	SCALE AS SHOWN
DATE	DRAWING NUMBER 207-247	REV 3

PAPER SIZE = a3x14

000091 DEC 17 8

VA-WR-3-035.000

TRANS-ALLEGHENY INTERSTATE LINE COMPANY
OPTION FOR TRANSMISSION LINE EASEMENT

THIS TRANSMISSION LINE EASEMENT OPTION, by and between the TRANS-ALLEGHENY INTERSTATE LINE COMPANY, a Maryland and Virginia corporation, having its principal place of business at 800 Cabin Hill Drive, Greensburg, Westmoreland County, Pennsylvania, 15601, its successors, and assigns, hereinafter referred to as "Company", and the undersigned (owners), James Jackson Kelley and Clara Kelley, husband and wife and William Arthur Kelley and Winifred Kelley, husband and wife, with a mailing address of 18864 Yellow Schoolhouse Rd., Round Hill, VA 20141, collectively and individually, hereinafter referred to as "Grantor".

For the consideration of sum of Seventy Five Thousand Dollars (\$75,000.00) (the "Option Payment") receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Company the exclusive option and right (the "Option"), for and during the period of Twelve (12) months from the date hereof (the "Option Period"), to acquire for the total consideration One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"), a perpetual transmission line easement (the "Easement") upon, over, under, across, and along a portion of the property of Grantor, situate in North River Township/District of Warren County, Commonwealth/State of Virginia, containing 66.84 acres, more or less, and described in that certain deed recorded in Deed Book 56 at Page 24 in the appropriate governmental office of said County, being further identified as Tax Identification Number 12-32 (the "Subject Property") as follows:

1. The undersigned hereby acknowledges and agrees to accept as the Option Payment, Fifty Thousand Dollars (\$50,000.00) on the date of the execution of this agreement with the balance of Twenty Five Thousand Dollars (\$25,000.00) to be delivered within fifteen days from the date of the execution of this instrument.
2. If during the Option Period, Company desires to exercise the Option to purchase the Easement and the additional rights as set forth in the attached form easement agreement with (the "Easement Agreement"), it will pay or cause to be paid to Owner, the Purchase Price, less the Option Payment (if paid) and the Owner agrees to execute an Easement Agreement substantially in the form attached hereto, conveying to Company a good and merchantable title to the aforesaid Easement, free and clear of encumbrances, dower, and curtesy. If this Option is not exercised within the Option Period or if the Company cancels the Option, in writing, Owner shall be entitled to retain all payments made hereunder by Company.
3. In further consideration of the sum paid for this Option, Owner agrees not to sell, convey or encumber the Easement herein described during the Option Period. Provided that, prior to the Company's exercise of its Option under this agreement, the Owner may assign this agreement to a subsequent purchaser of this land by entering into a valid written assignment of those rights and providing a copy of the assignment to the Company.

000092 DEC 17 98

4. It is agreed that the Company, its contractors, agents and employees shall at all reasonable times have access to the Easement. Company shall have the right to ingress, egress, and regress to and from the Easement over such private roads and driveways as may now or hereafter exist on the property of Owner, over the Easement itself, and Owner's other property adjoining the Easement. Company shall be liable for all damages resulting from its exercise of the right of ingress, egress and regress.
5. During the period of the Option granted herein, Company shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim and spray any trees and shrubs growing in or adjacent to the above-described Easement area as may be necessary, in the judgment of Company, to conduct the aforementioned surveys and investigations; and of ingress, egress and regress over said land of Grantor.
- Company will repair or pay for damages to fences, livestock, crops or other property of Grantor, their successors and assigns, caused by Company while exercising any of the rights granted to the Company during the Option Period herein.
- Subject to the right of Company hereunder, Grantor shall have the right to cultivate, use and occupy the proposed Easement area except that no structure or object, permanent or temporary shall be erected, no wells shall be drilled, no storage of materials of any kind, nor shall any ground elevation changes be made, on said Easement area without the written consent of Company, that no brush or other inflammable materials shall be deposited or accumulated or burned upon said Easement area, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of its successor.
6. If the Company shall not elect to exercise the Option herein, or shall fail to exercise same within the time hereinabove provided, the Option shall terminate without further action and all rights granted hereunder shall terminate.
7. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof and that any agreement between the parties modifying or changing any terms hereof shall be in writing and executed by each Party hereto.
- NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.
- NOTICE TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY:** The rights to further consideration in this agreement are considered to belong to the Grantor. For the Company to recognize any assignment of those rights to a subsequent purchaser of this land there

000093 DEC 17 8

must be a valid written assignment of those rights by the Grantor and a copy of that assignment must be provided to the Company before the Option is exercised.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto signed, sealed and delivered on this 4 day of Dec., 2008.

GRANTOR/OWNER:


James Jackson Kelley

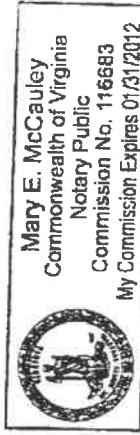

Clara Kelley

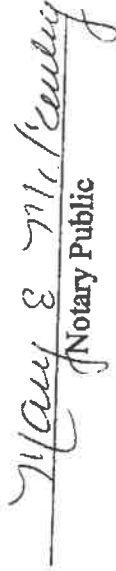
COMMONWEALTH/STATE OF Virginia

COUNTY OF Loudoun, TO-WIT:

I hereby certify that on this 4 day of December, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared JAMES J. KELLEY & CLARA J. KELLEY 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.

My commission expires: JAN. 31. 2012.




Notary Public

000094 DEC 17 8

GRANTOR/OWNER:



William Arthur Kelley
William Arthur Kelley

Winifred O. Kelley
Winifred Kelley

COMMONWEALTH/STATE OF Virginia

COUNTY OF Loudoun, TO-WIT:

I hereby certify that on this 4 day of December, 2008 before me, a Notary Public in and for the State and County aforesaid, personally appeared William A Kelley & Winifred O Kelley 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.

My commission expires: August 31, 2012

Cheryl T Maggard
Notary Public

000012 SEP 18 8

VA-WR-3-035.000

TRANSMISSION LINE EASEMENT

FOR VALUABLE CONSIDERATION RECEIVED, James Jackson Kelley and Clara Kelley, husband and wife and Winifred O. Kelley, a widow, with a mailing address of 18864 Yellow Schoolhouse Rd., Round Hill, VA 20141, hereinafter referred to, whether one or more, as "Grantor;" hereby grant and convey unto TRANS-ALLEGHENY INTERSTATE LINE COMPANY, a Maryland and Virginia corporation having its principal place of business at 800 Cabin Hill Drive Greensburg, Westmoreland County, Pennsylvania 15601, its successors and assigns (hereinafter called "Grantee") with covenants of general warranty and further assurances of title a perpetual easement or right-of-way ("the Right-of-Way") One-Hundred-Fifty (150') feet in width, located as hereinafter described to (a) construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove an overhead line of poles, towers or structures, as Grantee may from time to time deem expedient or advisable, with such wires and cables as Grantee shall from time to time suspend therefrom, consisting of all foundations, footings, crossarms, wires, poles, towers, attachments, anchors, ground connections, or other equipment, accessories and appurtenances, as Grantee may from time to time deem necessary or desirable in connection therewith (the "Facilities") for the transmission of electrical and other forms of energy as exist from time to time, and for all communication purposes, whether existing now or in the future, including without limitation fiber optic circuits; (b) permit Grantee to transmit and to carry other forms and sources of energy, whether existing now or in the future, in order to deliver electrical power, information or such other services as Grantee may provide from time to time.

Consideration Amount: \$81,169.00

The Right-of-Way shall be located over, across, and upon a portion of the property of Grantor located in North River District/Township, Warren County, Commonwealth/State of Virginia, containing 66.84 acres more or less, and described in that certain deed recorded in Deed Book 56 at Page 24 of the Deed Records of said County, being further identified as Tax Parcel 12-32 (the "Subject Property") and further shown on attached Exhibit "A", attached hereto and made a part hereof and is the same property described in the Option for Transmission Line Easement between Grantor and Grantee dated December 4, 2008, and of record in Instrument Number 080007670 of the Deed Records of said County.

Grantee shall at all times have the right to: (a) clear the Right-of-Way of all buildings or structures except fences less than 5 feet in height; b) control, cut down, trim and remove trees and underbrush from the Right-of-Way by any method; and c) cut down and trim any tree located outside the Right-of-Way which in the opinion of the Grantee may interfere with the safety, proper operation and/or maintenance of its Facilities. All trees and limbs cut down shall remain the property of Grantor.

For the purpose of exercising its rights under this Agreement, Grantee shall have the right of ingress, egress and regress from the property of Grantor in order to obtain access to the Right-of-Way over the Right-of-Way itself, or over the property of Grantor adjacent to the Right-of-Way and lying between public or private roads and the Right-of-Way in such manner as shall cause the least practicable damage and inconvenience to Grantor.

000013 SEP 18 20

Grantee will, at its option, repair or pay for damages to Grantor's property, except damages to structures, trees or other obstructions as provided below, when such damages result from the construction, reconstruction, repair, alteration, replacement, operation, inspection, maintenance or removal of Grantee's Facilities, or from Grantee's exercise of the right of ingress, egress, and regress, provided Grantor gives timely written notice thereof to Grantee.

Grantor may use the Right-of-Way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Grantee's Facilities, and provided further that plans for any grade changes on said Right-of-Way shall be submitted to Grantee for its approval. Grantor shall not erect or construct any building or other structure, except permitted fences, or drill or operate any well within the Right-of-Way. Grantee shall have the right to open all fences for proper purposes, but will keep the same closed when not necessary for proper purposes.

The Grantee shall pay to the Grantor: (a) **\$75,000.00** in full payment for said rights and easement, and (b) **\$81,169.00** in full payment for all loss or damages which may be sustained by the Grantor resulting in any manner from the original construction of said facilities, except that the Grantee shall also pay for all damage to private roads of the Grantor resulting from such construction. The Grantee shall pay for all damages sustained by the Grantor resulting thereafter from the maintenance, repair, alteration, reconstruction or removal of, or construction of additions to, said facilities by the Grantee.



The undersigned, for themselves, their heirs, successors and assigns, covenant that they are the true and lawful owners of said lands and have full right and power to grant and convey said easement as herein provided. The undersigned declare that the true and actual value of the property transferred hereby, is to the best of their knowledge and belief, **\$75,000.00**.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

000014 SEP 18 8

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set his/her/their hand(s) this
26 day of August, 2009.

GRANTOR/OWNER:


James Jackson Kelley

Clara Kelley

COMMONWEALTH/STATE OF Virginia,
COUNTY OF Lowndown, TO-WIT:

I hereby certify that on this 26 day of August 2009, before me, a
Notary Public in and for the State and County aforesaid, personally appeared James Jackson
Kelley and Clara Kelley 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.


Notary Public

PATRICK MURPHY
Printed Name

PATRICK MURPHY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7187963
My Commission Expires April 30, 2012

My commission expires: 4-30-2012

WARREN COUNTY, VIRGINIA
LAND RECORDS

IN WITNESS WHEREOF, the 000015 SEP 18th 2009 grantor(s) has/have hereunto set his/her/their hand(s) this 24 day of August, 2009.

GRANTOR/OWNER:

Winifred O. Kelley
Winifred O. Kelley

INSTRUMENT #090005527
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
SEPTEMBER 18, 2009 AT 12:41PM

JENNIFER R. SIMS, CLERK
RECORDED BY: SFK

COMMONWEALTH/STATE OF Virginia
COUNTY OF Louisa, TO-WIT:

I hereby certify that on this 24 day of August 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Winifred O. Kelley 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.

Patrick Murphy
Notary Public

PATRICK MURPHY
Printed Name

PATRICK MURPHY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7187963

My Commission Expires April 30, 2012

My commission expires: 4-30-2012

This instrument was prepared under the direction of Edward G. Kennedy, Attorney at Law, 800 Cabin Hill Drive, Greensburg, PA 15601