

RIGHT OF WAY EASEMENT AGREEMENT FOR SPOTSYLVANIA COUNTY

Tax Map 75-A-37

OVERHEAD AND UNDERGROUND

Prepared by Rappahannock Electric Cooperative

THIS RIGHT OF WAY EASEMENT AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2017, by and between Spotsylvania County hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and RAPPAHANNOCK ELECTRIC COOPERATIVE, a Virginia public service corporation as Grantee, hereinafter called "Cooperative".

WITNESSETH:

The Owner, in consideration of One Dollar and other valuable consideration paid by Cooperative, the receipt and sufficiency whereof is hereby acknowledged, does grant and convey unto Cooperative, its successors and assigns, the non-exclusive perpetual right, privilege, and easement of right of way, to install construct, operate and maintain pole lines, and/or underground conduit and conductor cable lines or wires for transmitting and/or distributing electric power to the public, by one or more circuits, including without limitation all, wires, poles, anchors, guy wires, cables, trenches, transformers, cabinet enclosures, equipment pads, connection boxes, meters, ground connections, attachments, equipment, accessories, apparatus, appliances, and appurtenances desirable in connection therewith (hereinafter referred to collectively as "Facilities") over, under, upon, across and through the lands of the Owner situated in Spotsylvania County, Virginia, further described as Tax Map # 75-A-37 as shown and designated on drawing prepared by the Cooperative and dated September 9, 2016 ("Drawing") which is attached hereto, recorded herewith and made part of this Agreement by this reference (collectively all of the foregoing known as the "Easement").

The widths of this easement of right of way shall be fifteen feet for overhead and fifteen feet for underground.

The facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, upgrade, rebuild, improve, remove, repair, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Cooperative may from time to time deem advisable, including the right to increase and/or decrease the number and/or size of wires.

Owner does further grant and convey to Cooperative, for the purpose of Cooperative constructing, reconstructing, inspecting, replacing, upgrading, maintaining and/or operating its facilities, the right of ingress to and egress from the easement over the lands of Owner, such right to be exercised in such manner as shall cause the least practicable damage and inconvenience to Owner.

In consideration of the Cooperative constructing its Facilities on the lands of the Owner, and to the extent permitted by law, the Owner agrees and covenants to hold the Cooperative harmless from any damage, loss, expense, suit, charge, costs, or other similar liability resulting

from the Owner's actions or omissions provided that such damage does not result, in whole or part, from the negligence or intentional tort of the Cooperative.

Cooperative shall at all times have the right to trim, cut, remove, control, and keep clear by machinery or otherwise, all trees, limbs, undergrowth and other obstructions inside and outside the boundaries that may endanger the safe and proper operation of its facilities. All trees cut by the Cooperative at any time shall remain the property of the Owner.

Cooperative shall repair damage to roads, fences, structures, or other improvements and shall pay Owner for other damages done, including damages to crops, in the process of the construction, inspection, or maintenance of Cooperative's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Cooperative within thirty (30) days after such damage occurs.

Owner covenants that it is seized of and has the right to convey the said easements of right of way, rights and privileges described herein; that the Cooperative shall, subject to the limitations herein, have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges. The Owner further covenants that the rights of any third party subsequently granted rights within the easement shall be subject to the Cooperative's property rights granted herein and that in the event the Owner desires to relocate the Easement, the Cooperative shall first approve said relocation in writing and all costs associated with said relocation shall be borne by the Owner, said costs being subject to the appropriation of funds by the Board of Supervisors on a no less than frequent basis of once every fiscal year, or it's designee. This shall in no way authorize the Cooperative to apportion this easement.

The rights granted herein shall be subject to any rights in the Owner's property previously of record.

"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".

IN WITNESS WHEREOF of the following signature(s) of the Owner or its duly authorized agent:

By: _____

Its: County Administrator,
Spotsylvania County, Virginia

STATE OF _____
CITY/COUNTY OF _____ to wit:

The foregoing was acknowledged before me this _____ day of _____,
by Mark B. Taylor
(Enter names exactly as signed)

County Administrator, Spotsylvania County, Virginia
(For corporations – enter corporation name also)

Notary Public

Notary Registration Number

My Commission Expires: _____

~~APPROVED AS TO FORM:~~


COUNTY ATTORNEY



**Rappahannock
Electric Cooperative**

A Touchstone Energy Cooperative

Sketch and Right-of-Way Easement Data

Date 9-9-2016

Work Request No. 314559

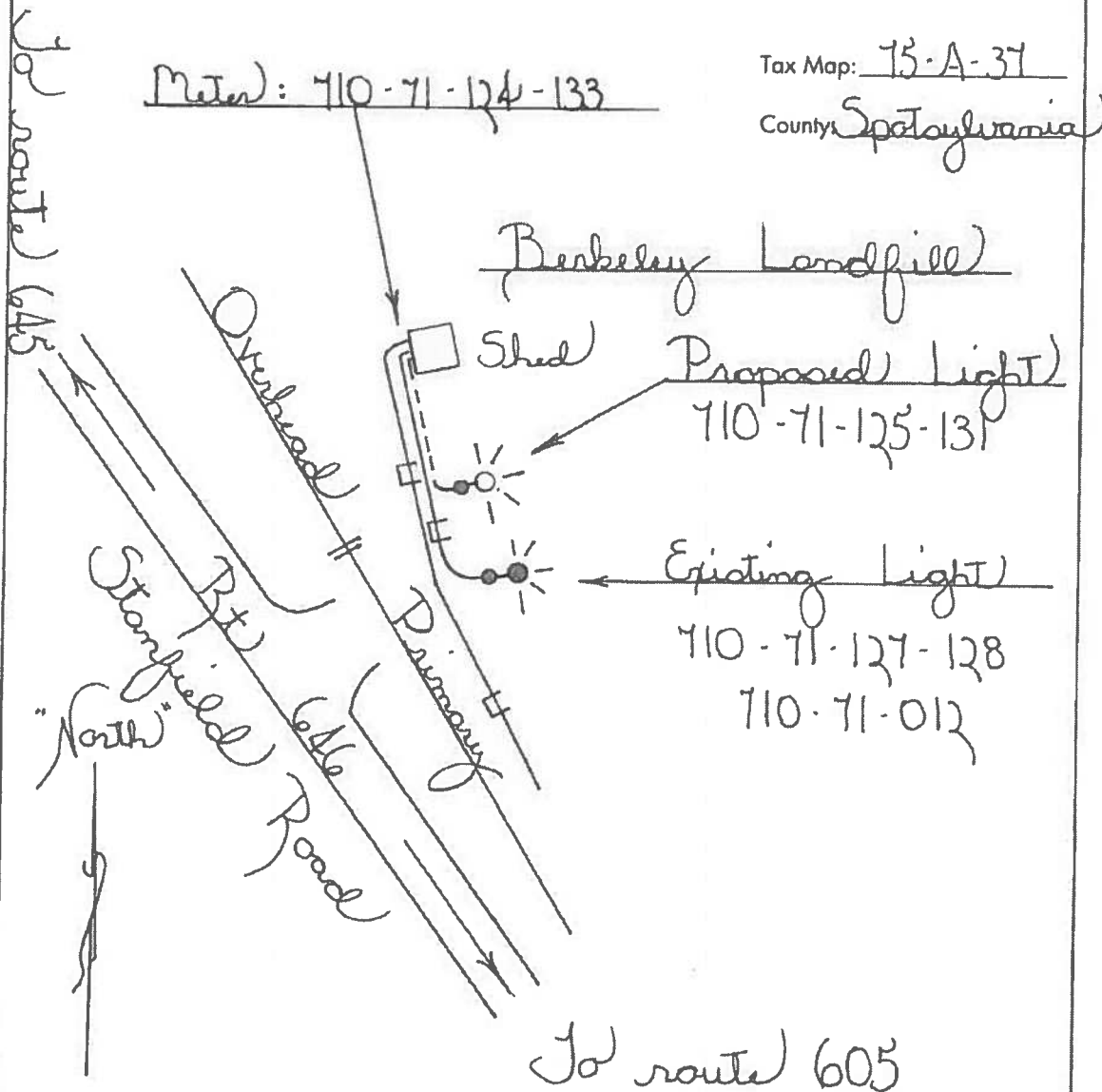
(width) _____ ft.
Underground (width) 15 ft.
(width) _____ ft.

() ft. each side center line
(7 1/2) ft. each side center line
() ft. each side center line

Met: 710-71-124-133

Tax Map: 75-A-37

County: Spotsylvania



UNDERGROUND FACILITIES RESPONSIBILITY AGREEMENT

Prepared by Rappahannock Electric Cooperative

Work Request #314285

THIS AGREEMENT, made this _____ day of _____, 2017, by and between Spotsylvania County, Virginia

_____, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and RAPPAHANNOCK ELECTRIC COOPERATIVE, a Virginia corporation, hereinafter called "Cooperative".

WITNESSETH:

THAT WHEREAS, the Owner desires the Cooperative's electrical facilities to be installed overhead and underground on the lands of the Owner, which lands are more fully described as

Tax Map 75-A-37 Berkley Convenience Center, 6043 Stanfield Road, Spotsylvania, Va.

NOW, THEREFORE, in consideration of the Cooperative's constructing its facilities on the property of the Owner and for other good and valuable consideration, the Owner and Cooperative agree and covenant to the following terms, conditions and assurances:

1. The Owner will expose or mark the location of all privately owned underground facilities on said lands of Owner. To the extent it is permitted by law, and in consideration of the Cooperative constructing its facilities on the property of the Owner, the Owner agrees and covenants to hold the Cooperative harmless from any damage and repair costs resulting from damages to underground facilities not located by the Owner, provided that such damage does not result, in whole or in part, from the negligence or intentional tort of the Cooperative.
2. Subject to the appropriation of sufficient funds by the Board of Supervisors of Spotsylvania County, Virginia on a no less than frequent basis of once per fiscal year, it is agreed that should rock be encountered, which cannot be removed by normal trenching methods, that the Owner will be responsible for the extra cost of rock excavation required to obtain the proper cable depth. **
3. No tamping, other than at road crossings, will be done beyond the normal compaction gained by the equipment wheels, tires and/or tracks. **
4. No seeding or sodding of ditches will be done, except at road crossings, where the ditch and road crossing pits will be seeded and mulched. **
5. The Cooperative will repair ditch areas, which have settled and/or have washed as a result of the ditch being opened, when notified by Owner that such condition exists. **

** Only applicable when underground conductors are installed.

WITNESS the following signatures on behalf of the County:

By: _____

Its: County Administrator

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of _____,
_____, by Mark B. Taylor, County Administrator

APPROVED AS TO FORM:

[Signature]

COUNTY ATTORNEY

Notary Public

Notary Registration Number

My commission expires _____.

WITNESS the following signatures on behalf of the Cooperative:

By: _____

Its: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of _____,
_____, by _____

Notary Public

Notary Registration Number

My commission expires _____.