

RIGHT OF WAY EASEMENT AGREEMENT

Tax Map Parcel: 59-112B

OVERHEAD AND/OR UNDERGROUND

Prepared by Rappahannock Electric Cooperative

P.O. Box 7388

Fredericksburg, VA 22404

Consideration: \$0.00

THIS RIGHT OF WAY EASEMENT AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2025, by and between **THE BOARD OF SUPERVISORS OF THE COUNTY OF LOUISA** hereinafter referred to as "Grantor" or "Owner" ("Owner") wherever used herein being intended to include the grantors whether one or more, and **RAPPAHANNOCK ELECTRIC COOPERATIVE**, a Virginia public utility service corporation as "Grantee", hereinafter called "Cooperative".

WITNESSETH:

For value received and in consideration of the benefits to the parties hereto, mutual promises provided herein, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the parties hereto, the Owner does grant and convey unto the Cooperative, and its successors, affiliates, subsidiaries and assigns, the perpetual right, privilege, and easement of right of way ("Right-of-Way") over, under, upon, across and through a portion of the lands of the Owner, which lands are situated in Louisa County and further described as BOARD SUPERVISOR Property, Tax Map 59-112B, all as more particularly described on the attached **Exhibit A** (the "Property"), and the Right-of-Way being shown on said portion of the Property pursuant to that certain drawing dated April 17, 2024, entitled "BOARD OF SUPERVISOR Property, Tax Map 59-112B," prepared by the Cooperative, with said drawing being attached hereto and made part of this Agreement by this reference ("Drawing"), and all of the aforesaid being for the purpose of installing, constructing, operating and maintaining pole lines, and/or underground conduit and conductor cable lines for transmitting and/or distributing electric power to the public or other utility services offered by the Cooperative including telecommunications facilities and related equipment (hereinafter collectively referred to as "Facilities").

The widths of this 40 feet of Right of Way area shall be 20 feet on both sides of the pole lines, all as shown on the Drawing.

The Facilities erected hereunder shall remain the property of the Cooperative. The Cooperative shall have at any time 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 at its sole discretion, including without limitation the right to increase and/or decrease the number and/or size of wires, conduits, lines and other related facilities.

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

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 of the Right-of-Way 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.

The Owner may use the Right of Way area for any purpose consistent with the Cooperative's rights granted under this Agreement, provided such use complies with the requirements of the National Electrical Safety Code. The Owner shall not construct buildings or structures of any kind within the Right of Way without first obtaining the express written consent of the Cooperative.

Cooperative shall repair damage to roads, fences, structures, or other improvements of Owner caused by the Cooperative, and shall repair or pay the Owner for such damages, including any 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 and all alleged damages were caused by the Cooperative.

Owner covenants that it is seized of and has the right to convey the said easements of Right of Way, and other rights and privileges expressed hereunder; that the Cooperative shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of Right of Way, and other rights and privileges provided hereunder.

Cooperative shall have the right to assign or transfer all or any part of this Right of Way and easements, and all rights and interest relating thereto, and any other rights granted under this Agreement.

"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".

[AUTHORIZED SIGNATURES TO FOLLOW]

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

By: _____

By: _____

COMMONWEALTH OF _____

COUNTY OF __LOUISA_____, to-wit:

The foregoing was acknowledged before me this _____ day of _____ 2025, by

(enter name exactly as signed)

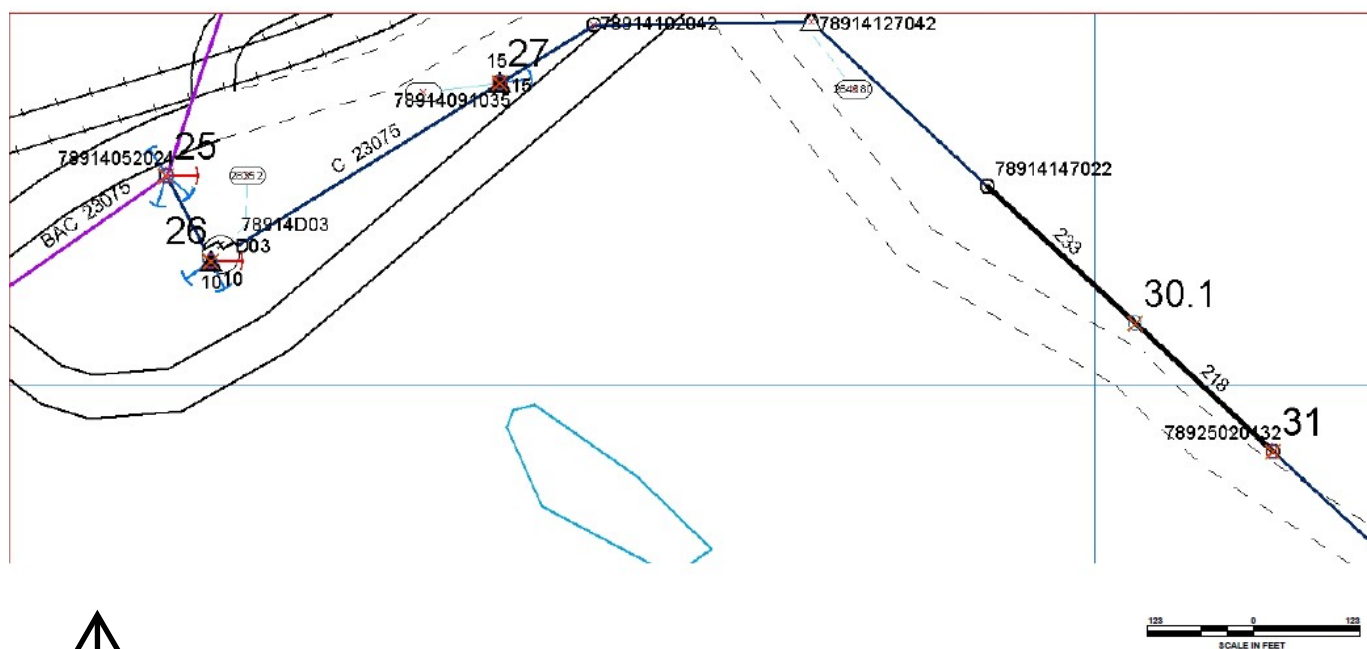
(for corporations - enter corporation name also)

Notary Public

Notary Registration Number

My commission expires _____.

Sketch and Right-of-Way Easement Data
BOARD OF SUPERVISOR Property
Tax Map 59-112E



Overhead: 40 ft. (width) (20) ft. each side center line

State: Virginia

County: Madison

Tax Map:

(I),(We), the undersigned, approve the right-of-way easement proposed on my/our property as to location, route, width, and clearing of trees and debris.

Landowner _____

Date _____

Landowner _____

Date _____

Date: April 17th, 2024

THIS IS NOT A BOUNDARY SURVEY
 NOT TO SCALE