

**CENTRAL VIRGINIA ELECTRIC COOPERATIVE
UNDERGROUND EASEMENT AGREEMENT**

<u>County of Louisa Virginia</u>	W.O. # <u>111036</u>
<u>1 Woolfolk Ave</u>	
<u>Louisa, VA 23093</u>	Pole # <u>DA1E23-.5UG-2</u>

THIS AGREEMENT, MADE THIS ____ day of _____ 20 ____, by and between:

COUNTY OF LOUISA VIRGINIA

herein called "Grantors", whether one or more persons, and CENTRAL VIRGINIA ELECTRIC COOPERATIVE, a Virginia corporation, herein called "Cooperative".

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantors by Cooperative, the receipt whereof is hereby acknowledged, Grantors hereby grant, convey, and warrant to Cooperative, its successors, assigns, lessees and tenants, a right of way easement, 20 feet in width for an underground electric power line or lines, and communication and telecommunication lines, and communication and telecommunication lines, in, on, along, through, across, or under the following described lands of the Grantors situated in the in Mineral Magisterial District, County of Louisa, State of Virginia and described as follows:

A tract of land designated as Tax Map# 79-36 being property acquired by Deed Book 1601 Page No. 786 or by Instrument No. _____. A sketch showing the easement location is attached as an exhibit to this easement.

TOGETHER with the right, privilege and authority to Cooperative, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, grounding systems and all other appurtenant equipment and fixtures, and underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Cooperative's Facilities"), and install wires and cables, adding thereto from time to time, in, on, along, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with or threaten to endanger the use of, Cooperative's facilities; the right to disturb the surface of said premises, and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

SUBJECT TO THE FOREGOING RIGHTS, Cooperative shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement and (b) outside the boundaries of the easement and shall repair or pay Grantors, at Cooperative's option, for other damage done to Grantors' property inside the boundaries of the easement and outside the boundaries of the easement caused by Cooperative in the process of the construction, inspection, and maintenance of Cooperative's Facilities, or in the exercise of its right of ingress and egress; provided Grantors give written notice thereof to Cooperative within sixty (60) days after such damage occurs. The foregoing obligation shall not extend to repair or payment for Cooperative's right to cut down, trim, clear and/or otherwise control, and remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions.

Prepared by: CENTRAL VIRGINIA ELECTRIC COOPERATIVE

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.

It is understood and agreed between the parties hereto that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto the Cooperative, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all terms and provisions.

WITNESS the following signatures and seals.

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

STATE OF _____)
) To-wit:
COUNTY OF _____)

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this the _____ day of _____, 20____, by:

(Name of person(s) seeking acknowledgement)

Notary Public or Commissioner

My Commission expires

(STAMP)

Prepared by: CENTRAL VIRGINIA ELECTRIC COOPERATIVE

Revised 10/3/2019

