RIGHT OF WAY EASEMENT AGREEMENT
UNDERGROUND

Prepared by Rappahannock Electric Cooperative
P.O. Box 308
Bowling Green, VA 22407

Tax Map Parcels:
37-12-A & 37-A-41E

THIS RIGHT OF WAY EASEMENT AGREEMENT (“Agreement”), made and entered into this____ day of ____________, 20__, by and between The Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission dba Virginia Railway Express, 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:

The Owner, in consideration of One Dollar and other valuable consideration paid by the Cooperative, the receipt and sufficiency whereof is hereby acknowledged by the parties hereto, 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 Spotsylvania County and further described as Tax Map Parcels 37-A-41E and 37-12-A containing 10.79 and 19.52 acres, 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 1/20/21, entitled “Exhibit A REC Easement”, prepared by the Cooperative, with said drawing being attached hereto and made part of this Agreement by this reference (“Drawing”), and the Right-of-Way being shown on said portion of the Property pursuant to that certain drawing dated 1/20/21, entitled “Exhibit A REC Easement”, 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 underground Right of Way area shall be (15’) Fifteen Feet, 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. The Cooperative will give notice to and receive concurrence from the Owner regarding any additions or deletions to be installed within the easement area.

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 Easement 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 Easement Area 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 Easement 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:

The Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission dba Virginia Railway Express (“VRE”)

By: ____________________________

Rich Dalton
Chief Executive Officer

COMMONWEALTH OF ____________________
CITY/COUNTY/TOWN OF ____________________, to-wit:

The foregoing was acknowledged before me this _____ day of ____________, 20__, by

_________________________________________

_________________________________________

Notary Public
Notary Registration Number

My commission expires ___________________________.

Proposed
EXHIBIT A
[Legal Description of Owner’s Property]
UNDERGROUND FACILITIES RESPONSIBILITY AGREEMENT

Prepared by Rappahannock Electric Cooperative

Work Request #1152772

THIS AGREEMENT, made this _____ day of _______________, ______, by and between The Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission dba Virginia Railway Express, 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 underground on the lands of the Owner, which lands are more fully described as Tax Map Parcels 37-12-A and 37-A-41E.

NOW, THEREFORE, in consideration of the Cooperative’s constructing its facilities on the property of the Owner, the Owner agrees and covenants to the following terms, conditions and assurances:

1. The Owner has either exposed or marked the location of all privately owned underground facilities on said lands of Owner. **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, and the Owner further agrees to take complete responsibility and make necessary repairs to such damaged facilities.**

2. 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:

The Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission dba Virginia Railway Express

______________________________________________
Rich Dalton,  
Chief Executive Officer

STATE OF ________________
COUNTY/CITY OF ________________, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of ________, 20__ by

_____________________________________________________________

__________________________________________________________

Notary Public

_________________________________________
Notary Registration Number

My commission expires ______________________.