

Chairman
J. Dave Allen

Vice-Chairman
Doris G. Lackey

BOARD MEMBERS

Jerry J. Butler
Pete J. Elliott
Jonathon Weakley



Ernie Hoch
County Administrator

Phillip Tartaglia
Finance Director

Jacqueline Frye
Clerk of the Board

V. R. Shackelford, III
County Attorney

302 Thrift Road
P. O. Box 705
Madison, Virginia 22727
(540) 948-7500 (ph)
(540) 948-3843 (fax)

**RIGHT OF WAY EASEMENT AGREEMENT
(UNDERGROUND)
RESOLUTION #2013-6**

Tax Map 48-43C

THIS RIGHT OF WAY EASEMENT AGREEMENT, made and entered into this 14th day of May, 2014, by and between the Madison County Board of Supervisors, 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 perpetual right, privilege, and easement of right of way, to install, construct, operate and maintain underground conduit and conductor cable lines for transmitting and/or distributing electric power to the public, by one or more circuits, including all 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 as "Facilities") over, under, upon, across and through the lands of the Owner situated in Madison County, Virginia, further described as **off Fairground Road at Hoover Ridge near Madison Primary School** as shown and designated on drawing dated September 15, 2011 being attached and made part of this agreement.

The widths of this easement of right of way will be fifteen feet.



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 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 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 damage 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 he is seized of and has the right to convey the said easements of right of way, rights and privileges; that the Cooperative shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges.

'NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some of 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 these 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 the following signature(s) of the Owner or his duly authorized agent:

J. Dave Allen, Chairman
Madison County Board of Supervisors



STATE OF _____

CITY/COUNTY OF _____, to-wit

The foregoing was acknowledged before me this _____ day of _____, 2013, by

Notary Public

Notary Registration Number

My commission expires _____.



Official Content
©Madison County, VA Government