



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 2017, by and between

the **COUNTY OF ALBEMARLE**

("GRANTOR") and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and nonexclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company only in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend of variable (as shown on the attached plat) feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, transformers, reclosers, protective devices, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend of variable (as shown on the attached plat) feet in width across the lands of **GRANTOR**, and

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 1719 Hydraulic Road, Charlottesville, Virginia 22901.

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DVPIDNo(s). 80-16-0011

VDOT Project No. 0691-002-258, RW-201, C-501

Tax Map No. 055E0-00-00-000A1



2. The easement granted herein shall extend across the lands of **GRANTOR** situated in the County of Albemarle, Virginia, as more fully described on Plat(s) Numbered 80-16-0117, attached to and made a part of this easement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof. Further reference is made to the VDOT Project No. 0691-002-258, RW-201, C-501, Sheets 10, 10B and 11, Parcels 033 and 034.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this easement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this easement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

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7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this easement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as part of this easement.

10. Whenever the context of this easement so requires, the singular number shall mean the plural and the plural the singular.

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Right of Way Agreement

11. **GRANTOR** covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **Grantor** is a political subdivision of the Commonwealth of Virginia and that he or she has been duly authorized to execute this easement on behalf of said **GRANTOR**.

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, **GRANTOR** has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Albemarle County, acting by and through its
Board of Supervisors

By: _____

Title: _____

State of Virginia
County of Albemarle, to-wit:

I, _____, a Notary Public in and for the State of Virginia at Large, do
hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____, _____, of the Albemarle County
(Name of officer or agent) (Title of officer or agent)

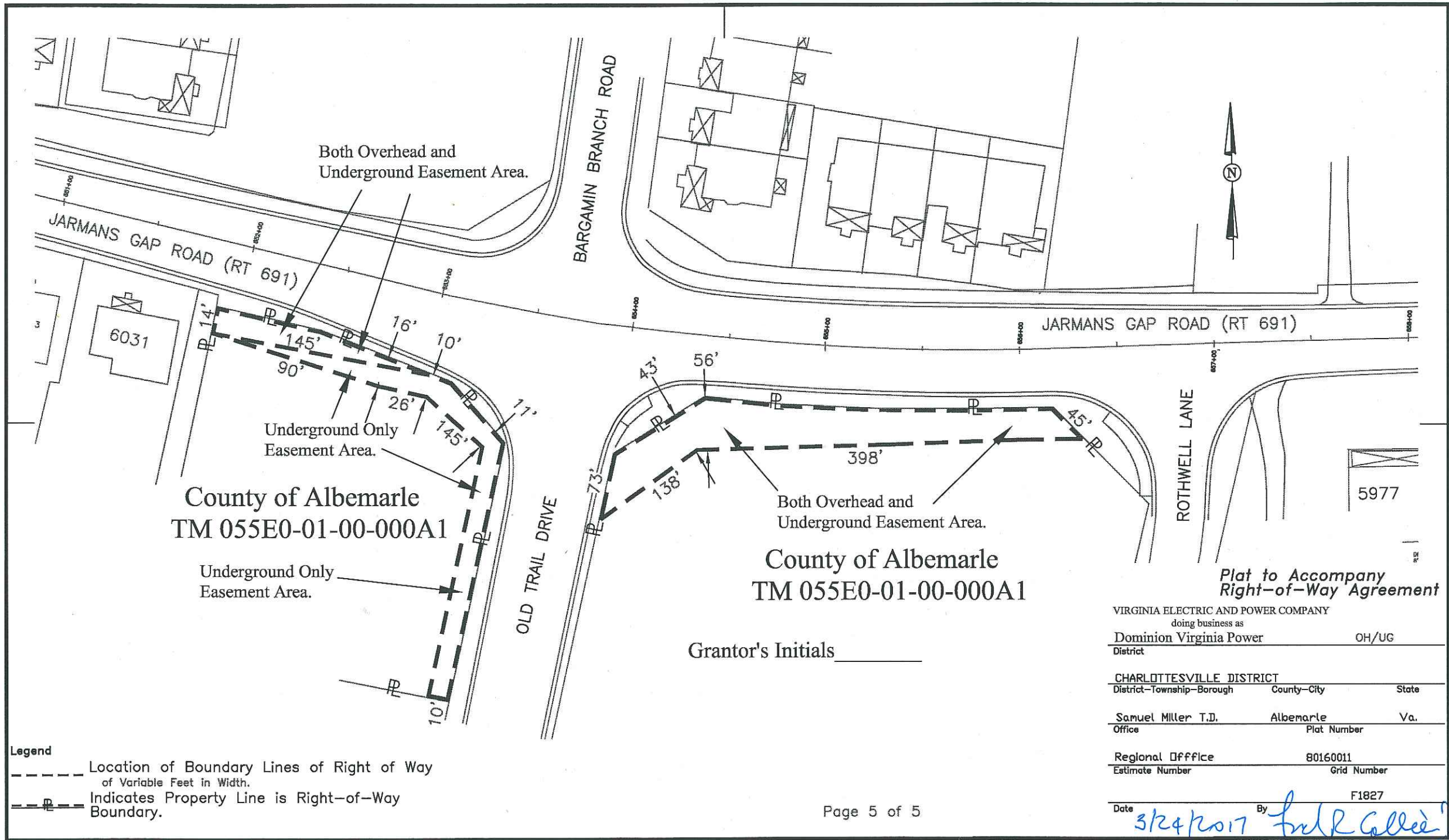
Board of Supervisors, whose name is signed to the foregoing writing, acknowledged the same before me
this _____ day of _____, 2017.

Notary Public (print name)

Notary Public (signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____



County of Albemarle
TM 055E0-01-00-000A1

County of Albemarle
TM 055E0-01-00-000A1

Grantor's Initials _____

Plat to Accompany
Right-of-Way Agreement

VIRGINIA ELECTRIC AND POWER COMPANY doing business as		
Dominion Virginia Power		OH/UG
District		
CHARLOTTESVILLE DISTRICT		
District-Township-Borough	County-City	State
Samuel Miller T.D.	Albemarle	Va.
Office		Plat Number
Regional Office		80160011
Estimate Number		Grid Number
Date		F1827

3/24/2017 By Fred R. Collier