



June 3, 2020

**IMPORTANT INFORMATION ABOUT YOUR PROPERTY**

Albemarle County, Virginia – SENT VIA FEDEX#7706 1250 0606  
401 McIntire Road  
Charlottesville, VA 22902

Re: Esmont-Scottsville Supplemental Easement Offer Letter  
Tax Map Number: 128A2-00-00-01800, Easement #170A (7625 Porters Road, Albemarle County, VA)

Dear Landowner,

You are receiving this letter because public records show you own property or live in the area where Appalachian Power representatives plan to upgrade the local power grid.

The upgrades are part of the Esmont-Scottsville phase of the Central Virginia Transmission Reliability Project and include:

- Rebuilding approximately 6 miles of transmission line
- Upgrading a substation in Albemarle County

In preparation for this project, Appalachian Power seeks to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the new transmission line. This supplemental easement includes updated language and updates the existing "blanket" easement by defining a specific right-of-way width. Appalachian Power is offering a payment of \$1,500.00 to supplement your existing easement.

**As part of this process, Appalachian Power asks that you please:**

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property.
- Review the enclosed Survey Plat, which displays the approximate location of the expanded easement.
- Review the enclosed Easement Payment Schedule and W-9.

Stantec serves as the right-of-way representative for Appalachian Power on this project. An agent will contact you soon to discuss your offer. As a result of the COVID-19 pandemic and recommendations made by the Centers for Disease Control and Prevention (CDC), Stantec right-of-way agents are limiting in-person visits with customers during this process to ensure the public's safety and health.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer notarized, and return all documents in the enclosed self-addressed, stamped envelope. You can then expect a check in the agreed-upon amount along with a copy of the fully-executed easement documents.

Crews make every effort to minimize disturbances during construction and plan to work with you afterward to restore your property to as close to its original condition as possible. Appalachian Power crews and contractors assume responsibility for all repairs in the event there are damages to your property.

Please contact me if you have any questions. Thank you for your prompt response. For additional details on this project, please visit [AppalachianPower.com/CVTRP](http://AppalachianPower.com/CVTRP).

Sincerely,

Tim Hamilton  
Contract Senior Right-of-Way Agent  
(804) 640-3446 | [tim.hamilton@stantec.com](mailto:tim.hamilton@stantec.com)  
Stantec represents Appalachian Power

**Line Name:** Esmont - Scottsville

**Line No.:** TLN150:00437 **Easement No.:** 170A

### **SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, **Albemarle County, Virginia**, whose address is 401 McIntire Road, Charlottesville, Virginia 22902, ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Albemarle Virginia County, Tax Parcel Number 128A2-00-00-01800 in that certain document, dated 09/25/2017 recorded as Instrument# 201700011118 of the real property records of Virginia County, Albemarle, and such tract is subject to easements and rights-of-way granted in favor of Appalachian Power Company.

**Appalachian Power Company**, a(n) Virginia corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 06/03/1926, and recorded in Deed Book 194, Page 251 of the official records of Albemarle County, Virginia (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to supplement the Original Easement.

Auditor/Key/Tax Number: 128A2-00-00-01800

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Grantor acknowledges that AEP has explained the transmission project to Grantor, and Grantor's consent for such project is hereby granted.

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 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 you are voluntarily conveying.

**Any remaining space on this page intentionally left blank. See next page(s) for signature(s).**

**IN WITNESS WHEREOF**, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR  
Albemarle County, Virginia

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Virginia           §  
  §  
County of Albemarle       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, \_\_\_\_\_, of Albemarle County, Virginia, a(n) \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 – for and on behalf of Appalachian Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, P. O. Box 2021, Roanoke, VA 24002-2121

NOTES:

1. THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF APPALACHIAN POWER COMPANY. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A SURVEY OF THE PROPERTY. PROPERTY LINE INFORMATION IS SHOWN FROM ALBEMARLE COUNTY GIS DATA.
2. LAND OWNERSHIP INFORMATION WAS PROVIDED BY STANTEC.
3. BEARINGS SHOWN HEREON ARE BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83).

EASEMENT AREA = 0.778 ACRES

SHEET 1 OF 1

'EXHIBIT A'

APPALACHIAN POWER COMPANY  
T.L.P.E. - R/W ROANOKE, VA  
EAS NO. : 170A  
DWG. NO.

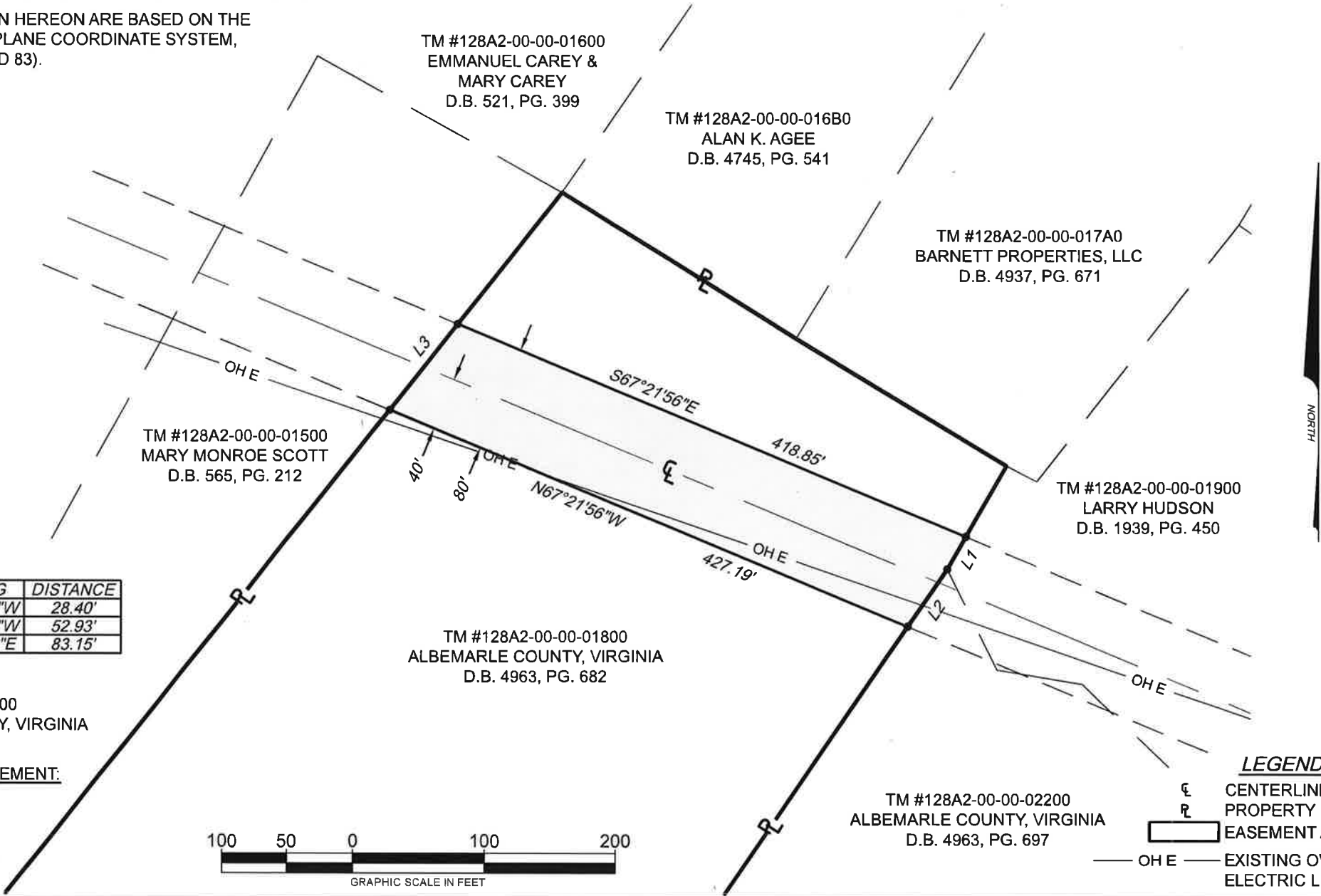
ESMONT-SCOTTSVILLE LINE  
EASEMENT ACROSS THE PROPERTY OF  
ALBEMARLE COUNTY, VIRGINIA  
COUNTY OF ALBEMARLE VIRGINIA

DATE: 05-12-2020  
SCALE: 1"=100'  
DRAWN BY: JMM  
APPROVED BY: IDW

LINE	BEARING	DISTANCE
L1	S29°49'23"W	28.40'
L2	S34°26'28"W	52.93'
L3	N38°29'42"E	83.15'

SOURCE OF TITLE:  
TM #128A2-00-00-01800  
ALBEMARLE COUNTY, VIRGINIA  
D.B. 4963, PG. 682

EXISTING APCO EASEMENT:  
D.B. 194, PG. 251



LEGEND

- CL CENTERLINE
- PL PROPERTY LINE
- EASEMENT AREA
- OH E EXISTING OVERHEAD ELECTRIC LINE