

Tax Map No.: 140-A-6C

WO# 2303969

Consideration: \$1.00

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Return to: SVEC, Regional Office  
180 Oakwood Drive  
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## UTILITY SERVICES EASEMENT

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between \_\_\_\_\_  
HARRISONBURG CITY OF, "Grantor",  
whether one or more, and SHENANDOAH VALLEY ELECTRIC COOPERATIVE, a Virginia utility consumer services  
cooperative, "Grantee".

### WITNESSETH:

That for good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the right, privilege, and easement to construct, extend for future requirements of Grantor or others and onto other properties, operate, and maintain overhead and underground electric and other utility service lines, communication infrastructure, facilities, conduits and other cables with accessories and appurtenances for transmitting and distributing electric power, other utility services, broadband and other communication services, and data delivery and receipt services, over, under, through, upon, above and across the lands of Grantor containing 1.396 acres, more or less, identified by Tax Map No. 140-A-6C within or near the city/town/community of Harrisonburg in Rockingham County, Virginia, within Ashby Magisterial District, the center line of such easement shall be located and fixed where the lines, conduits and cables are actually constructed. In the event a plat or sketch is attached hereto, such document is for reference purposes only, is intended to provide only the approximate location of the installed facilities and, unless such plat or sketch clearly indicates otherwise, it has not been surveyed and is not to scale. Grantee shall have the right to license, permit, or otherwise agree to the joint use or occupancy of any overhead space or trench and related underground facilities, by any other person, association, or corporation. "Communication infrastructure" includes fiber optic cable, coaxial cable, small cell base stations, and related facilities and equipment for broadband, other communication services, data delivery and receipt services, and the right to grant rights in, lease, license, or permit the use of such infrastructure to or from third parties for the same or similar purposes.

The facilities erected hereunder shall remain the property of Grantee, removable at the option of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve and relocate on the easement herein described, including but not limited to the airspace above the property controlled by Grantor, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Grantee may from time to time deem advisable, including but not limited to the right to increase or decrease the number of wires, conduits, cables, anchors, hand-holes, connection boxes, transformers, transformer enclosures, and communication infrastructure equipment.

For the purpose of exercising its rights hereunder, Grantee further shall have the right of access to the easement over the lands adjacent to the easement or lying between public or private roads and the easement, in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

Grantee shall repair damage it causes to roads which would not have been similarly damaged by Grantor or Grantor's contractors during any construction project on lands served by the line or system. Grantee shall repair damage it causes to fences or other improvements and shall pay Grantor for any other damage it causes in the exercise of its rights hereunder, including its right of access; provided Grantor gives written notice thereof to Grantee within thirty days after any damage occurs.

Grantee shall have the right to cut, trim, and control the growth, by machinery, herbicide, or otherwise, of trees, limbs, undergrowth, shrubbery or other vegetation located within 15 feet of the center line of any overhead facilities within said easement and within 7.5 feet of the center line of any underground facilities within said easement, or that may interfere with or threaten to endanger the operation and maintenance of the works constructed or services rendered pursuant to this easement, including the right to cut danger trees or hazard trees, as defined by Grantee, outside the

easement. All trees and limbs cut by Grantee at any time shall remain the property of Grantor. Grantor covenants that it will keep the easement clear of all buildings, structures, or other obstructions.

Subject to any prescriptive easement of Grantee upon the lands of Grantor, Grantor covenants that it is seized of and has the right to convey the said easement, rights and privileges; 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 required. This is an easement in gross; the rights granted to Grantee herein are exclusive rights; and all rights granted herein, including but not limited to rights with respect to communication infrastructure and rights of access to accomplish the purposes of this easement, may be separated from any other such rights, and apportioned for any use by Grantee, its successors and assigns to third parties, whether by grant and assignment or by lease, provided that the third party is a broadband or other communication service provider, including a public utility as defined in Va. Code § 56-265.1, a cable operator as defined in Va. Code § 15.2-2108.1:1, a local exchange carrier, competitive or incumbent, or a subsidiary or affiliate of any such entity. Nothing contained herein shall constitute a waiver or relinquishment of prescriptive easement rights of Grantee arising by virtue of prior use by Grantee or its predecessor in interest of any of the rights granted herein. Nothing contained herein shall constitute a waiver of Grantee's rights pursuant to Va. Code § 55.1-306.1. The individual(s) executing this Deed of Easement expressly covenant that no persons or entities have an interest in the property subject to the rights granted herein, other than themselves and any applicable corporation, limited liability company, trust, decedent's estate, or other entity for which they have lawful authority to bind to the terms hereof and do so hereby, and agree to indemnify Grantee for any loss arising from the breach of this covenant. This covenant shall not apply to any lien upon such property arising from a mortgage, deed of trust, judgment, or tax obligation, or with respect to any leasehold rights in the property.

**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.

WITNESS the following signatures and seals.

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, Grantor(s).

My commission expires: \_\_\_\_\_

Notary Registration No: \_\_\_\_\_

*(Affix visible Seal, Do Not Stamp in margin area,  
margins must be white space and blank!)*

Notary Public signature