

# UNDERGROUND SERVICE EASEMENT AND AGREEMENT

**THIS DEED OF EASEMENT AND AGREEMENT**, made this 18<sup>th</sup> day of April, 2019, between The City of Harrisonburg (“Landowner”), and **SHENANDOAH VALLEY ELECTRIC COOPERATIVE**, a Virginia utility consumer services cooperative (“SVEC”).

## WITNESSETH:

That for good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner grants unto SVEC, its successors and assigns, the right, privilege, and easement to construct, operate, and maintain an underground line with accessories and appurtenances for transmitting and distributing electric power over, upon, and across the lands of Landowner containing 31 acres, more or less, located approximately 1 miles of the town/city of Harrisonburg in Rockingham County, Virginia, the specific location which easement is shown on the attached plat or sketch, Work Order#: 10149 Location#: 213708005 Tax Map#: 110-(A)-L50A1, or if none, shall be located and fixed where the line or system is actually constructed.

The facilities erected hereunder shall remain the property of SVEC, removable at the option of SVEC. SVEC shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, and additions in and to its facilities as SVEC may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, hand holes, connection boxes, transformers, and transformer enclosures.

For the purpose of construction, inspecting, maintaining, or operating its facilities, SVEC shall have the right of access to the easement over the lands of Landowner adjacent to the easement or lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

Landowner covenants that it will the easement clear of all buildings, structures, or other obstructions. SVEC shall have the right to cut, trim, and control the growth, by machinery or otherwise, of trees, limbs, undergrowth, and shrubbery located within 7.5 feet of the center line of said easement, or that may interfere with or threaten to endanger the operation and maintenance of said line or system. All trees and limbs cut by SVEC at any time shall remain the property of Landowner.

SVEC shall have the right to license, permit, or otherwise agree to joint use or occupancy of the trench and related underground facilities, by any other person, association, or corporation.

Landowner covenants that it is seised of and has the right to convey the said easement, rights and privileges; that SVEC shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges and that Landowner shall execute such further assurances thereof as may be required.

This easement shall run with the land but terminate forty (40) years from the date of this easement unless renewed by the Harrisonburg City Council in accordance with then applicable Virginia law.

*And in consideration of the mutual benefits to the parties, they further agree as follows with respect to the installation of the underground power line pursuant to the grant of the easement herein:*

Landowner ground grading shall be within six (6) inches of final grade before SVEC will install any underground conduit or power lines.

Landowner shall disclose to SVEC all underground facilities or installations that SVEC will cross to install underground power lines. SVEC shall not be liable for any damages resulting from the severing of or damage to underground facilities or installations of Landowner or third parties, the location of which facilities or installations is not properly marked by Landowner or Miss Utility of Virginia prior to construction by SVEC in connection with furnishing underground power lines to provide the Landowner with electric service. Such underground facilities and installations include private, non-utility facilities and installations, such as well pipes and water lines, septic tanks and septic lines, drain fields and drain lines, power and electric lines, and fuel oil and gas lines. **Landowner Initials**\_\_\_\_\_

SVEC will undertake to construct and install the underground power lines at a depth meeting or exceeding the minimum depth required by the National Electric Safety Code at the time of construction

All new SVEC underground secondary or service power lines shall be installed in conduit from the overhead transformer pole, pad mounted transformer, secondary pedestal, etc. to the meter base or metering point. Landowner has been provided with two alternatives with respect to furnishing and installing the required conduit, as follows:

1. *Landowner furnishes and installs the required conduit and pull rope following SVEC conduit installation specifications. SVEC pulls and installs the underground service power lines through conduit. Landowner pays SVEC \$250.00 for each underground electric service installation.*
2. *SVEC furnishes and installs the required conduit and underground service power lines. Landowner pays SVEC \$990.00 for each underground conduit system and electric service installation.*

Landowner has chosen alternative \_\_\_\_\_ and shall pay SVEC \$\_\_\_\_\_ promptly after billing. SVEC will bill the Landowner such amount after SVEC has connected the underground electric service. **Landowner Initials** \_\_\_\_\_

Landowner shall pay SVEC promptly after billing for (rock fees) for any solid rock excavation encountered during the installation of underground power lines that requires SVEC to use a rock chipper hoe or rock saw to meet the minimum depth required by the National Electric Safety Code. SVEC will bill the Landowner applicable rock fees after SVEC has connected the underground electric service. The rock fees shall be calculated as follows:

1. *\$24.00 per linear foot (primary installation rock fee) for any solid rock excavation encountered during the installation of the underground high voltage or primary power lines if required to provide the Landowner with electric service. **Landowner Initials** \_\_\_\_\_; and*
2. *\$21.00 per linear foot (service installation rock fee) for any solid rock excavation encountered during the installation of the underground low voltage or service power lines if required to provide the Landowner with electric service. **Landowner Initials** \_\_\_\_\_*

**WITNESS the following signatures and seals.**

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

Landowner

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

Landowner

**SHENANDOAH VALLEY ELECTRIC COOPERATIVE**

By: \_\_\_\_\_ (SEAL)

Field Engineering Representative

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

CITY/COUNTY OF \_\_\_\_\_ to-wit;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_, Landowner.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration#

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

CITY/COUNTY OF \_\_\_\_\_ to-wit;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_, Landowner.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration#

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

CITY/COUNTY OF \_\_\_\_\_ to-wit;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_, Field Engineering Representative of  
Shenandoah Valley Electric Cooperative.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration#