

OVERHEAD POWER LINE EASEMENT

THIS DEED OF EASEMENT, made this 18th day of April, 2019, between City of Harrisonburg, Grantor"and SHENANDOAH VALLEY ELECTRIC COOPERATIVE, a Virginia corporation, "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, operate, and maintain a pole line with accessories and appurtenances for transmitting and distributing electric power over, upon and across the lands of Grantor containing 31 acres, more or less, located approximately 1 miles East of the town/city of Harrisonburg in Rockingham County, Virginia, the specific location of which easement is shown on the attached plat or sketch, or if none, shall be located and fixed where the pole line is actually constructed.

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, relocate on the easement above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Cooperative may from time to time deem advisable.

For the purpose of construction, inspecting, maintaining or operating its facilities, Grantee 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 a 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 process of the construction, inspection or maintenance of Grantee's facilities, or in the exercise of 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 or otherwise, of trees, limbs, undergrowth and shrubbery located within 15 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 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.

Grantor covenants that it is seised 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 easement shall run with the land but shall terminate forty (40) from the date of this easement unless renewed by the Harrisonburg City Council in accordance with then applicable Virginia Law.

“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 _____, 20____, by _____, Grantor

My commission expires _____.

Notary Public