
(For County Use Only)

Prince George Electric Cooperative

Utility Easement

THIS AGREEMENT, Made this _____ day of _____, 20____,

by and between _____ hereinafter called "Owner", and PRINCE GEORGE ELECTRIC COOPERATIVE, a Virginia Corporation, hereinafter called "Cooperative".

WITNESSETH:

That for a good and valuable consideration, the receipt whereof is hereby acknowledged, Owner does grant and convey with general warranty to and unto the Cooperative, a perpetual easement of right of way, _____ feet in width, over, under and across the following described property:

A tract of land containing approximately _____ acres, located in

_____ Magisterial District, _____

County, Virginia, Tax Map ID# _____, bounded by lands now or

formerly owned by _____

and _____, as delineated on the

attached sketch, which sketch is incorporated herein by reference as if textually set out herein;

for the purpose of constructing therein and thereon, an electric transmission or distribution system, either overhead or underground, and to operate and maintain the electric system, including all lines, wires, poles, cables, conduits, manholes, equipment, accessories, and appurtenances desirable in connection therewith.

The facilities installed hereunder shall remain the property of the Cooperative and the Cooperative shall have the right to inspect, rebuild, remove, relocate, improve, and to make such changes, alterations, substitutions, or additions to its facilities as it may deem advisable, including the right to increase the number of wires, cables, or lines.

The Cooperative shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions, to spray with chemicals, trim, cut and keep clear all trees, limbs, and undergrowth along said easement or adjacent thereto that may endanger the safe and proper operation of the Cooperative's facilities.

The Owner, his successors and assigns reserve unto themselves the full right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant, including, but not limited to, the specific right to construct driveways, entranceways, parking areas and sidewalks upon, over and across said right of way.

The rights reserved by the Owner, his successors, or assigns, shall be subject at all times to the paramount right of the Cooperative to dig up, remove, or destroy any portion of the roadways, driveways, sidewalks, or entranceways crossing said right of way for the purpose of maintaining, inspecting and operating its facilities. Any shrubbery, fence or other structures, to include but not limited to septic systems and gas lines placed on the right of way shall be done so at the risk of the property owner and the Cooperative shall not be held responsible for damages done to any structures, to include but not limited to septic systems and gas lines, shrubbery or fence resulting from the Cooperative maintaining, inspecting, and operating its facilities.

In addition to the foregoing grant, the Owner does hereby grant unto the Cooperative, during the period of construction and during any subsequent period in which maintenance, inspection, repairs, or reconstruction thereof may be necessary, the right and privilege of using such surrounding land as may be necessary for the purpose of placing thereon materials, machinery and equipment as may be necessary.

The Owner covenants that he is seized of and has the right to convey the said easement, rights and privileges; that the Cooperative shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges, and that the Owner will execute such further assurances thereof as may be required.

“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, The Undersigned has set his hand and seal this

_____ day of _____, 20__.

(Land Owner Signature)

(Land Owner Signature)

STATE OF VIRGINIA

County of _____, to-wit

I, _____, a _____

in and for the county and state aforesaid, do hereby certify that

_____, whose name(s) is/are signed to

the foregoing writing, bearing date on the _____ day of _____, 20__,

has/have acknowledged the same before me in my county and state aforesaid.

My commission expires _____.

Given under my hand this _____ day of _____, 20__.

Notary