

**TAX ID or PARCEL NO.** 13000-00-00-025P0

COUNTY SCHOOL BOARD Eas. No. \_\_\_\_\_ R/W Map No. 3879-0792D  
OF ALBEMARLE COUNTY, VA W.O. No. W003396301 Job No. \_\_\_\_\_ Prop No. 1  
CHARLOTTESVILLE VA LINE Scottsville Elementary Extension

THIS AGREEMENT, made this 28 th day of JANUARY, 2021

By and between COUNTY SCHOOL BOARD of ALBEMARLE COUNTY, VIRGINIA, herein called "Grantor", and APPALACHIAN POWER COMPANY, a Virginia Corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), or other good and valuable consideration from Appalachian, the receipt and sufficiency of which hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and Appalachian's communication lines, in, on, along, through, over, and across the following described lands of the Grantor situated in Scottsville District, County of Albemarle, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Albemarle County, Tax Parcel No. 13000-00-00-025P0 herein after referred to as "premises."

This easement extends in a westerly direction from Appalachian's exiting pole numbered 38790792D00118 to and including new pole numbered 38790792D06073 and then continuing underground in a westerly direction to new underground facilities numbered 38790792D06074. This overhead right of way and easement to be 40 feet in width, lying 20 feet on each side of centerline as installed and the underground portion of this right of way easement to be 15 feet wide, lying 7.5 on each side of centerline as installed.

Appalachian Power Company agrees to restore and repair any damage to Grantor's property that may be caused by the construction, operation, or maintenance of said easement. The Grantor agrees that Appalachian Power Company will not be expected to restore the property to the identical original condition, but rather as near thereto as is practicable, and that the Grantor will cooperate with Appalachian Power Company in effectuating such restoration.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, cross arms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires transformers, pedestals, risers, pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, though, across and under the above referred to premises; the right to cut down, trim, clear, and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities; the right to disturb the surface of said premises and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

**THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO  
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022**

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

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, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA,

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
CITY OF \_\_\_\_\_ ) To-wit:

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

(Print or type name and title of who signed above)

COUNTY SCHOOL BOARD of ALBEMARLE COUNTY, VIRGINIA,

\_\_\_\_\_  
Notary Public/Commissioner

My Commission expires:

\_\_\_\_\_

Notary Registration # - \_\_\_\_\_  
(For Va. Only)



PROPOSED EASEMENT AREA FOR UNDERGROUND SHOWN TO BE 15 FEET IN WIDTH LYNING 7.5 FEET ON EACH SIDE OF CENTERLINE AS INSTALLED



PROPOSED EASEMENT AREA FOR OVERHEAD SHOWN TO BE 40 FEET IN WIDTH LYNING 20 FEET ON EACH SIDE OF CENTERLINE AS INSTALLED

**APPALACHIAN POWER COMPANY**

**PROPOSED RIGHT OF WAY AND EASEMENT ON THE PROPERTY OF:**

**COUNTY SCHOOL BOARD of ALBEMARLE COUNTY**

**ALBEMARLE COUNTY TAX PARCEL**

**No. 13000-00-00-025P0**

**Dated: 1/28/2021**

**NOT TO SCALE**