

Agenda Item Summary

To: Dr. Bobbi Johnson, Superintendent

Date: June 18, 2014

From: Hunter B. Spencer, Director of Facilities, Planning and Construction

RE: Approval of Overhead Right of Way Easement along Radio Lane and N. Main Street

Area of Responsibility/Oversight: Planning and Construction

Background Information:

Rappahannock Electric Cooperative has made a request for an overhead Right of Way easement to relocate two existing poles due to the widening of Route 229. Easement and pole relocation will not interfere with our current or future use of the school property.

Current Considerations:

The easement is currently being reviewed for form and substance by School Board Counsel.

Budget Considerations:

There are no budget considerations.

Requested Action by the Culpeper County School Board:

Request that the School Board approve the easement request pending approval of School Board Counsel.

Respectfully Submitted,
Hunter B. Spencer, III
Director of Facilities, Planning and Construction



April 9, 2014

Hunter Spencer
450 Radio Lane
Culpeper, VA 22701

Dear Hunter:

Enclosed is the easement necessary in order to relocate pole and security light at the intersection of Radio Lane and North Main Street.

If everything look satisfactory, please sign on page 2 and have notarized. You will also need to sign the sketch. Once signed, please return to our office in the enclosed self-addressed envelope.

Since I will be retiring on April 18, if there are any questions, please contact Gabe Jenkins at his direct line, 540-727-2163. Thank you for your assistance.

Regards,

Cathy Cornwell
Senior Distribution Designer

**RIGHT OF WAY EASEMENT AGREEMENT
OVERHEAD**

Tax Map 41-43

Prepared by Rappahannock Electric Cooperative

THIS RIGHT OF WAY EASEMENT AGREEMENT, made and entered into this ____ day of _____, 2014, by and between _____

hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and RAPPAHANNOCK ELECTRIC COOPERATIVE, a Virginia public service corporation as Grantee, hereinafter called "Cooperative".

WITNESSETH:

The Owner, in consideration of One Dollar and other valuable consideration paid by Cooperative, the receipt and sufficiency whereof is hereby acknowledged, does grant and convey unto Cooperative, its successors and assigns, the perpetual right, privilege, and easement of right of way, to install, construct, operate and maintain pole lines, and conductor cable lines for transmitting and/or distributing electric power to the public, by one or more circuits, including all wires, poles, anchors, guy wires, cables, transformers, connection boxes, meters, ground connections, attachments, equipment, accessories, apparatus, appliances, and appurtenances desirable in connection therewith (hereinafter referred to as "Facilities") over, under, upon, across and through the lands of the Owner situated in the Town and County Culpeper, Virginia further described as property on Radio Lane and the intersection with Routes 229, North Main Street, as shown and designated on drawing dated 4/09/2014 being attached to and made a part of this agreement.

The widths of this easement of right of way will be thirty feet (30').

The facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, upgrade, improve, rebuild, remove, repair, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Cooperative may from time to time deem advisable, including the right to increase and/or decrease the number and/or size of wires.

Owner does further grant and convey to Cooperative, for the purpose of Cooperative constructing, reconstructing, inspecting, replacing, upgrading, maintaining and/or operating its facilities, the right of ingress to and egress from the easement over the lands of Owner, such right to be exercised in such manner as shall cause the least practicable damage and inconvenience to Owner.

Cooperative shall at all times have the right to trim, cut, remove, control, and keep clear by machinery or otherwise, all trees, limbs, undergrowth and other obstructions inside and outside the boundaries that may endanger the safe and proper operation of its facilities. All trees cut by the Cooperative at any time shall remain the property of the Owner.

Cooperative shall repair damage to roads, fences, structures, or other improvements and shall pay Owner for other damage done, including damages to crops, in the process of the construction, inspection, or maintenance of Cooperative's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Cooperative within thirty (30) days after such damage occurs.

Owner covenants that he is seized of and has the right to convey the said easements of right of way, rights and privileges; that the Cooperative shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges.

"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 following signature(s) of the Owner or his duly authorized agent:

STATE OF VIRGINIA

CITY/COUNTY OF CULPEPER, to-wit:

The foregoing was acknowledged before me this ____ day of _____, 2014, by

(enter names exactly as signed)

(for corporations - enter corporation name also)

Notary Public

Notary Registration Number

My commission expires _____.

Standard OH Easement
(Rev. 9/01,6/07)



**Rappahannock
Electric Cooperative**
A Tri-Source Energy Cooperative

Sketch and Right-of-Way Easement Data

Date 4/09/2014

Work Request 286872

OVERHEAD (width) 30 ft.
_____ (width) _____ ft.

(15) ft. each side center line
(____) ft. each side center line

(I), (We), the undersigned, approve the right-of-way easement proposed on my/our property as to location, route, width, and clearing of trees and debris.

Landowner ✓ _____

Mag. Dist: _____

Landowner _____

County: CULPEPER

Tax Map: 41-43

Legend: Existing Overhead _____ Added Overhead _____
Existing Underground _U_U_U_U_ Added Underground ..U..U..

