

UNDERGROUND EASEMENT AGREEMENT

This **AGREEMENT**, made and entered into this _____ day of _____, 20____, by and between _____ herein referred to as "Owner", Grantor, whether there be one or more; and **BARC ELECTRIC COOPERATIVE, of Millboro, Virginia**, herein referred to as "Co-op", Grantee.

- WITNESSETH -

For and in consideration of One Dollar (\$1.00) and/or other valuable considerations, the receipt of which is hereby acknowledged, Owner grants unto Co-op, its successors and assigns, the perpetual right, privilege and easement of right of way fifteen (15) feet in width with the centerline thereof being the line constructed pursuant to this Agreement at designated locations (hereinafter referred to as "designated right of way"), the right to construct, operate and maintain one or more lines of underground conduits and cables, for the purpose of transmitting and distributing electric power by one or more circuits; and for telephone, television and other communication purposes, including in each instance all wires, conduits, cables, transformers, concrete pads, enclosures, handholes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities") over, under, through and across certain lands of Owner situate in _____ County, Virginia, as shown upon the plat hereto attached and made a part of this Agreement; the location of the centerline of such designated right of way being shown in broken lines on such plat.

The facilities constructed hereunder shall remain the property of Co-op. Co-op shall have the right to inspect, rebuild, remove, repair, improve, relocate on the rights of way referred to above and make such alterations, substitutions, additions to or extensions of its facilities as Co-op may from time to time deem advisable, including the right to increase or decrease the number of wires, conductors or attachments.

Co-op shall at all times have the right to keep the designated rights of way clear of all buildings, structures, and other obstructions (except fences), trees, roots and undergrowth by both mechanical and chemical means. Additionally, Co-op may cut, trim and control by the aforesaid means any trees located adjacent to the designated rights of way which interfere with, threaten or endanger the operation and maintenance of said lines.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Co-op shall have the right of ingress to and egress from the rights of way over the lands of Owner. Owner shall provide means for Co-op to install a Co-op padlock, along with Owner's lock, on any lockable gate or bar that now exists or may exist in the future through which Co-op must pass to repair or maintain Co-op facilities or right-of-way. Co-op shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Co-op's facilities, provided Owner gives written notice thereof to Co-op within thirty (30) days after such damage occurs.

Owner, its successors and assigns, may use the rights of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Co-op's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the designated rights of way. In the event such use of the designated right of way does interfere with or endanger the construction, operation or maintenance of such facilities, Co-op may relocate such facilities, and Owner shall reimburse Co-op the cost of such relocation and grant the Co-op an easement of right of way at the new location. Co-op shall not be responsible for replacing any shrubbery, asphalt or concrete driveways or walks, pipe lines or any other improvements constructed over underground facilities within the right of way boundary.

Owner covenants that it is wised of and has the right to convey the said easements of right of way, rights and privileges; that Co-op shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be requisite.

WITNESS the following signature(s) and seal(s):

_____ (SEAL)

_____ (SEAL)

STATE OF VIRGINIA

COUNTY OF _____, to-wit:

The foregoing Easement Agreement was acknowledged before me by _____

This _____ day of _____, 20____,

My commission expires _____,

Notary Public

Tax No.