

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION  
OWNER'S AGREEMENT  
for  
INSTALLATION OF UNDERGROUND SERVICE  
AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF Ashe

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Blue Ridge Electric Membership Corporation hereinafter called the Cooperative, and \_\_\_\_\_ The County of Ashe \_\_\_\_\_ hereinafter called the Owner.

WITNESSETH

WHEREAS, the Owner has requested that the Cooperative install underground service on his premises located at Industrial Parkway and agrees to make any required contribution in aid of construction as defined in the Cooperative's Service Rules and Regulations;

NOW, THEREFORE, in consideration of the Cooperative's and the Owner's mutual promises, the parties hereto agree that the Cooperative will install, own and maintain the underground distribution facilities on the aforesaid premises under the following terms and conditions:

1. The underground distribution facilities covered by this agreement will provide electric service for the aforesaid premises.
2. The Owner will grant a satisfactory easement for the Cooperative's facilities without cost to the Cooperative.
3. Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground as determined solely by the cooperative in accordance with the current construction design practices of the cooperative.
4. The cooperative will provide service to a single transformer using a loop system design at the request of the member who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
5. Existing overhead distribution facilities will remain installed overhead unless the member desires to have them installed underground. Distribution feeders necessary to serve a new underground subdivision will be installed overhead unless the owner agrees to pay for the cost of underground facilities.
6. Prior to the installation of the underground distribution system by the cooperative, the final grade levels of the building sites shall be established by the member. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access to the cooperative's equipment to the installation site; to allow installation of underground facilities at proper depth and before streets, curbs, or other obstructions are installed; and to eliminate digging into the underground electrical facilities after installation.

Should streets, curbs, or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the cooperative, payment for these additional expenses shall be made to the cooperative by the member. Should established lots or final grade levels change after installation of underground electrical

facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expense to the cooperative, payment for these additional expenses shall be made to the cooperative by the member.

7. Should existing sidewalks, septic tank systems, fuel tanks, other utility lines, or other man-made obstructions result in additional expenses to the cooperative, payment for the same will be made by the member.

8. Actual costs incurred to comply with special requirements, if any, of municipalities, state and federal highway agencies or departments regarding a breaking of pavement, ditching, backfilling, and other related conditions, will be paid by the member.

9. Member agrees to pay actual additional cost incurred by the cooperative due to adverse conditions, such as: rock or the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, blasting is required; or, if abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench.

10. The cooperative's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises, or permits for the installation of such service from those requesting the underground facilities. The cooperative shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees, grass sod and driveways will be that of the member. Reseeding of trench cover will be done by the member. Shrubs, trees, or any other obstacle shall not be placed within ten feet of the transformer cabinet or cabinet openings which would hinder the access of the cooperative at any time.

11. Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the member elects to pay the "in and out" cost of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for normal fees only at a transformer or pedestal location.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

\_\_\_\_\_  
(Owner)

Blue Ridge Electric Membership Corporation

\_\_\_\_\_  
(Authorized Agent)

# **UTILITY EASEMENT**

Return to: Blue Ridge Electric Membership Corporation

STATE OF NORTH CAROLINA

COUNTY OF Ashe

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The County of Ashe, on behalf of [himself/herself/itself], and [his/her/its] heirs, executors, administrators, successors and assigns (collectively, "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION and its subsidiaries, and their successors, assigns, lessees and licensees (collectively, "Grantee"), a perpetual right-of-way and easement upon, over and across the lands of the Grantor situated in Ashe County, North Carolina, more particularly described as follows: A tract of land approximately 5.163 acres in size as described in that deed recorded at Deed Book 245, Page 102, Ashe County Registry, currently known as Tax Parcel # 19227287006 (the "Premises").

## **Underground Facilities** \_\_\_\_\_ (Initial to grant underground facilities easement)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly ten (10) feet to either side of the centerline of said lines or system as installed, measuring twenty (20) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct (by digging, trenching or other means), reconstruct, relocate, repair, operate, upgrade, alter and maintain underground electric distribution facilities, lines and conduits, as well as transformers, service connections, communications lines, fiber optics cables, cabinets, and other apparatus and appliances, either above ground or below ground, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; and to clear land outside the easement within ten (10) feet of the service door of any transformer or cabinet, and to keep the area within ten (10) feet of said door clear of trees and shrubbery (regardless of how long said vegetation has been permitted to grow), structures and other obstructions.

## **Overhead Facilities** \_\_\_\_\_ (Initial to grant overhead facilities easement)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly fifteen (15) feet to either side of the centerline of said lines or system as installed, measuring thirty (30) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct, reconstruct, relocate, repair, operate, upgrade, alter and maintain upon the easement, and upon all abutting streets, roads or highways, one or more lines or systems, including poles, cross-arms, wires, guys, anchors, cable, transformers, antennae, amplifiers, communications cabinets and other apparatus and appliances, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to install, maintain and use anchors, stub poles and guy wires on land adjacent to the easement; to enter upon and travel across, at any time now or in the

future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; to prohibit the construction of buildings or other facilities on the Premises within such proximity to any above-ground electric or communications facility that would endanger the operation or prevent the maintenance of the facility; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the easement which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the easement, regardless of how long said vegetation has been permitted to grow.

#### **Additional Terms of All Easements**

Construction of new facilities on property outside the footprint of the easement and future extensions of facilities beyond the footprint of the easement are not permitted by this Agreement. In the event facilities outside the footprint of this easement are contemplated, additional easement rights may be acquired.

Once construction is complete, in the event Grantee exercises its rights of ingress and egress, Grantee shall repair any damage it shall do to Grantor's private lanes, roads, and/or crops that result from Grantee's ingress and egress.

Grantor further gives, grants and conveys to Grantee, its agents, employees and contractors, the right to relocate its facilities, and the corresponding easement, over the Premises to conform to any future highway or street relocation, widening or improvement.

Grantor shall retain all other rights to his lands not inconsistent with the rights and easements herein conveyed, but Grantor cannot interfere with or endanger the construction, operation, or maintenance of Grantee's facilities.

The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time to time, to exercise any or all of them.

Grantor agrees that all poles, wires, structures, antennae, accessories and other facilities installed on the Premises by Grantee shall remain the property of Grantee, removable at the option of the Grantee.

Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, or any interest therein, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except as expressly hereinafter stated.

Exceptions: \_\_\_\_\_

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements aforesaid unto the said Grantee forever.

FOR OFFICE USE ONLY: SO # 663131

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of North Carolina, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of North Carolina, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name of Corp. /LLC

BY : \_\_\_\_\_ (SEAL)

Print Name and Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that he (or she), as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_.

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is a \_\_\_\_\_ of \_\_\_\_\_, LLC, a North Carolina Limited Liability Company, and that he/she, as \_\_\_\_\_, being authorized to do so, executed the forgoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_

My Commission expires: \_\_\_\_\_.