DEPARTMENT OF GENERAL SERVICES
OF MONTGOMERY COUNTY

755 ROANOKE STREET, SUITE 1C, CHRISTIANSBURG, VIRGINIA 24073-3172

MEMORANDUM

TO: F. Craig Meadows, County Administrator

FROM: Steve Phillips, General Services Manager

DATE: March 27, 2014

SUBJECT: EASEMENT REQUEST

As directed, I reviewed the easement request provided by AEP. While easement request #64 doesn't appear to interfere with any County functions, requests # 1A and 2A may have an impact on the access to the future Animal Shelter facility.

While it is too early in the process to know exactly where the future Animal Shelter will be located and how the utility poles may impact access to the facility, I will suggest that AEP be advised of our potential future development and at some future point, we may request that the utility poles be relocated within the easement to accommodate our development.

Please let me know if I can help resolve any issues.

WWW.MONTVA.COM • 540-382-5793 • FAX 540-381-6816

APPALACHIAN POWER
A unit of American Electric Power

Appalachian Power
P O Box 2021
Roanoke, VA 24022-2121
AEP.com

Montgomery County Parks
755 Roanoke Street
Christiansburg, VA 24073

March 12, 2014

Re: Offer to Purchase Right of Way for Appalachian Power Company's
Merrimac – Midway 69 kV Transmission Line Realignment
Tax Map Number: 067-A 162

Dear Sir/Madam,

According to a title examination of the real estate records of Montgomery County, Virginia, you are the owner of the above-referenced real estate. Appalachian Power Company is planning to realign its Merrimac – Midway 69 kV transmission line connecting the Merrimac Substation to the Midway Substation that will cross your property located in Montgomery County, Virginia.

The line is crossing through your property as it adjoins the property of Montgomery County Board of Supervisors rejoining our existing transmission line on your property as shown on the drawing which is attached to the enclosed easement.

Accordingly, Appalachian Power Company hereby offers to purchase a right of way across your property as shown on the enclosed drawing for the purpose of constructing, operating and maintaining its Merrimac – Midway transmission line. The purchase price Appalachian Power Company is offering for this right of way is $2,250.00.

The purchase price is based on our examination of the property, and county tax assessment records.

Please feel free to contact me at 540-204-2121 if you have any questions.

Sincerely,

Kenneth F. Drewry
Contract Right of Way Agent

Enclosure

Line Name: Merrimac - Midway
Easement No. 1A **Map No:** E-FBM-1A
Line No. TLN150:01037

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Montgomery County Parks.** whose address is 755 Roanoke Street, Christiansburg, VA 24073 ("Grantor"), whether one or more persons, and Appalachian Power Company, a Virginia corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement(s) recorded in the Clerk of Circuit Court's Office of Montgomery County, Virginia by and between E.H. Creasey and Mary E. Creasey, his wife, and R.E. Linkous and Cora C. Linkous, his wife and Appalachian Electric Power Company, a predecessor in title to AEP, dated April 23, 1946 and recorded in Volume 143, Page 329 and by and between W.H. Spradlin and Bertha J. Spradlin, his wife and Appalachian Electric Power Company, a predecessor in title to AEP, dated May 21, 1946 and recorded in Volume 143, Page 22 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys this Supplemental Easement and Right of Way to AEP, its successors and assigns to modify the Original Easement (insofar as it encumbers property of the Grantor situated in the State of Virginia, Montgomery County, District B, being the same premises as described in Volume Number 297, Page 283 (Parcel No. 067-A 162), as follows:

The location and width of the Easement Area shall be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

Executed this ___ day of _____ 2014.

Appalachian Power Company

By:_____
Thomas Schaffer
Manager, Transmission Right of Way
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)

COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Thomas Schaffer, Manager, Transmission Right of Way, American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, on behalf of the corporation.

_____
Notary Public

_____
Notary Public (Print/Type Name)

My Commission Expires: _____

GRANTOR

_____

_____

Its _____

STATE OF VIRGINIA)

COUNTY OF MONTGOMERY) SS:

This Instrument was acknowledged before me on the _____ day of _____, 2014, by _____ its _____.

_____

Notary Public

_____

Notary Public (Print/Type Name)

My Commission Expires: _____

This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Appalachian Power Company, a unit of American Electric Power.

When recorded return to: Appalachian Power Company c/o Mary Ann Huddleston, PO Box 2021, Roanoke, VA 24022

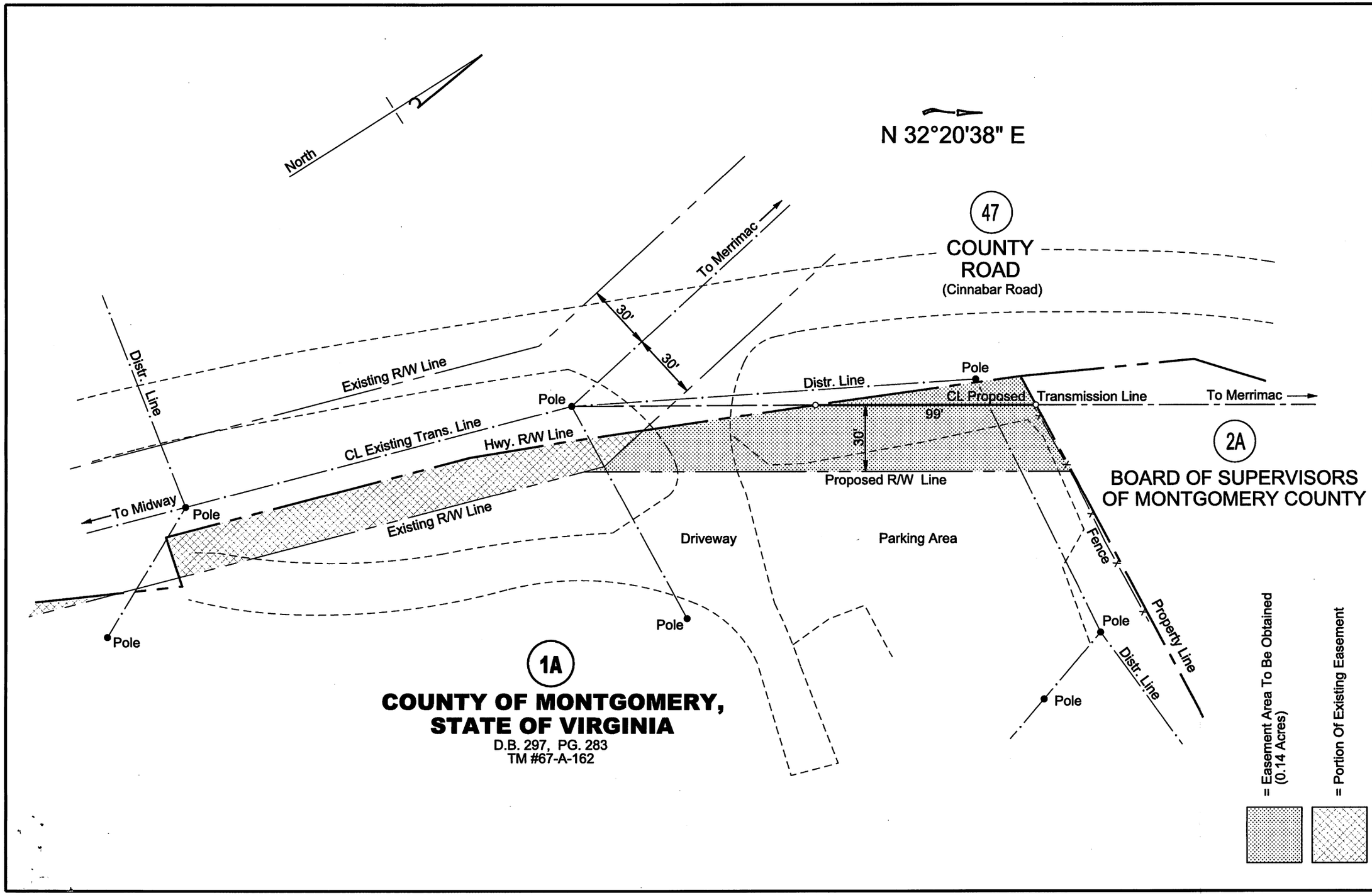

EXHIBIT 'A'

APPALACHIAN POWER COMPANY
T.L.P.E. - R/W ROANOKE, VA

EAS NO.: TLN150:00464

DWG. NO.: E-FBM-1A

MERRIMAC - MIDWAY LINE
ACROSS THE PROPERTY OF
COUNTY OF MONTGOMERY,
STATE OF VIRGINIA

MONTGOMERY COUNTY VIRGINIA

DATE: 01/29/2014
SCALE: 1" = 50'
DRAWN BY: JAL
APPROVED BY: MSH

02/04/2014

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