



## Underground Distribution Easement Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ by and between **STRAWBERRY HILL FARM LLC, a Virginia limited liability company ("GRANTOR")** and **VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE")**.

### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE** the perpetual right, privilege and exclusive easement on the property described herein, for the distribution and transmission of electricity, internal communications related thereto, and for internet and communication services (the "**Easement**") which shall include the right to lay, construct, operate and maintain one or more lines of underground conduits and cables, the right to install, operate and maintain certain aboveground facilities associated with the underground electric distribution and data transmission system, and the right to apportion, lease, or license the internet and communications rights to third parties.
2. The portion of the **GRANTOR's** property encumbered by the Easement shall be referred to herein as the "Right-of-Way." The Right-of-Way shall extend across the lands of the **GRANTOR** situated in **Albemarle County, Virginia**, as more fully described on Plat Number (the "Plat"), attached to and made a part of this Agreement. The location and width of the boundaries of the Right-of-Way is shown in broken lines on the Plat, the width of the Right-of-Way shall be **fifteen (15)** feet.
3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate (within the boundaries of the Right-of-Way), and make such changes, alterations, substitutions, additions to or extensions of the **GRANTEE's** facilities as **GRANTEE** may from time to time deem advisable.
4. **GRANTEE** shall have the right to keep the Right-of-Way clear of all obstructions which would interfere with its exercise of the rights granted hereunder and/or endanger the safe and proper operation of **GRANTEE's** facilities. Subject to the foregoing, **GRANTEE** shall repair damage caused by **GRANTEE** to roads, fences or other improvements on **GRANTOR's** property provided, however, **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.
5. **GRANTOR** may use the Right-of-Way for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder and/or endanger the safe and proper operation of **GRANTEE's** facilities.
6. **GRANTEE** shall have the right of ingress to and egress from the Right-of-Way over such private roads and/or lands of Grantor as may now or hereafter exist within the property boundaries of **GRANTOR**.
7. **GRANTOR** represents that it has the right to convey the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the easement granted hereunder; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required. Notwithstanding the foregoing, **GRANTEE** acknowledges that the **GRANTOR's** property is subject to an open-space easement held by the **Virginia Outdoors Foundation ("VOF")**. As a result, prior to the recordation of this Agreement in the land records, a **VOF** Consent, specific to the **GRANTOR's** property shall be attached hereto wherein the **VOF** consents to the granting of the Easement subject to the terms and conditions set forth in the **VOF** Consent.

Prepared by and after recording return to: Dominion Energy Virginia, P.O. Box 26666, 11N, Attn: R/W, Richmond, VA 23261

Initials: \_\_\_\_\_

DEVID No(s). 00-22-0140

Parcel ID No: 05000-00-00-04500



**Underground Distribution Easement Agreement**

8. This Right of Way Agreement is binding upon the successors and assigns of the parties hereto. This Underground Distribution Easement Agreement is executed for **GRANTOR** by a Corporation who is **GRANTOR's** manager, managing member, or authorized agent ("the Manager").

**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.

WITNESS the following signatures and seals:

Name of LLC: **Strawberry Hill Farm, LLC** a(n) **Virginia** Limited Liability Company

By: \_\_\_\_\_  
(Signature)

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

State of \_\_\_\_\_

City/County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  In Person or by  Remote Notarization on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is the  
(Name of Officer or Agent)

\_\_\_\_\_ of **Strawberry Hill Farm, LLC**, on behalf of the limited liability company.  
(Title of Officer or Agent) (Name of Limited Liability Company)

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

Notary Registration Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**DEVID No(s). 00-22-0140**

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## Consent to Underground Distribution Easement Agreement

This Consent to Underground Distribution Easement Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2025, by the **VIRGINIA OUTDOORS FOUNDATION**, an agency of the Commonwealth of Virginia ("VOF"), in favor of VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia, (the "Utility Company"), provides the following:

1. The property subject to the underground distribution easement created by the Underground Distribution Easement Agreement (to which this Consent is attached) is subject to an open-space easement in favor of the Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, which open-space easement is recorded in the Clerk's Office of the Circuit Court of \_\_\_\_\_ County, Virginia (in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ or as Instrument No. \_\_\_\_\_).
2. VOF hereby consents to the underground distribution easement created by the Underground Distribution Easement Agreement in favor of the Utility Company as set forth in Paragraphs 1.1 through 10, but not to any easement permitting the installation of poles or overhead wires on the property described in said agreement.
3. VOF asserts that the Notice to Landowner contained in the Underground Distribution Easement Agreement is a requirement of Virginia Code Section 56-259.1, and that the language therein in no way gives the Utility Company any power of eminent domain with respect to VOF's interest in the property described in its open-space easement.

Witness the following signature and seal:

**Virginia Outdoors Foundation**, an agency of the Commonwealth of Virginia

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

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

State of \_\_\_\_\_,

City/County \_\_\_\_\_, ss:

The foregoing was executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, on behalf of such agency.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

Notary Registration Number.: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**Grantor: Strawberry Hill Farm LLC**

**DEVID No(s): 00-22-0141**

**Tax Map No: 05000-00-00-04500**

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## Underground Distribution Easement Agreement

This Exhibit A shall be attached to and made a part of the Underground Distribution Easement Agreement executed by the undersigned **GRANTOR(s)** on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The following terms and conditions are incorporated therein:

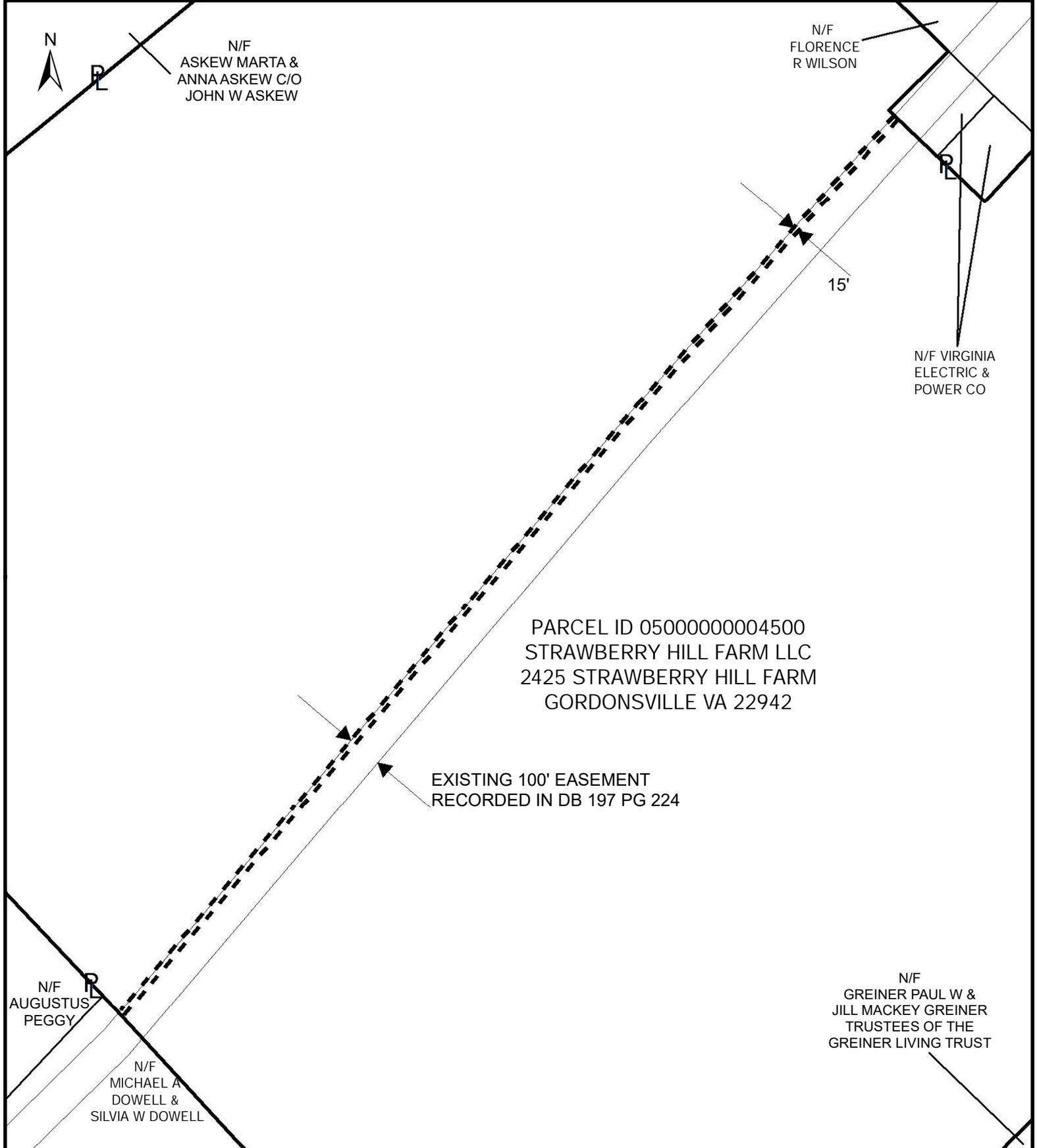
- **Upon completion of this project (10570284), GRANTEE** agrees that no additional lines of underground conduits and cables or certain aboveground facilities associated with the underground electric distribution system shall be installed, within the proposed fifteen (15) foot underground easement as shown on attached plat, for a term of forty (40) years. **This excludes any maintenance, improvements, or upgrades to the proposed facilities associated with this project (10570284).**

STRAWBERRY HILL FARM LLC

by: \_\_\_\_\_

DEVID No(s). 00-22-0140

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PARCEL ID 05000000004500  
 STRAWBERRY HILL FARM LLC  
 2425 STRAWBERRY HILL FARM  
 GORDONSVILLE VA 22942

EXISTING 100' EASEMENT  
 RECORDED IN DB 197 PG 224

LEGEND	
	Location of Boundary Lines of Right-Of-Way 30' in Width
	Indicates Property Line is Right-Of-Way Boundary

District <b>CHARLOTTESVILLE</b>	Scale <b>NOT TO SCALE</b>
District-Township-Borough <b>RIVANNA</b>	County-City State <b>ALBEMARLE VA</b>
Office <b>CENTRAL</b>	Plat Number <b>00-22-0140</b>
Estimate Number <b>10570284</b>	Grid Number <b>G0529</b>

PLAT TO ACCOMPANY RIGHT--OF--WAY AGREEMENT UG  
 VIRGINIA ELECTRIC AND POWER COMPANY  
 doing business as  
**Dominion Energy Virginia**  
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