



County of Albemarle
401 McIntire Road
Charlottesville, VA 22902

Work Request #: 10258076
Project Location: 3501 Steamer Drive
Albemarle County, VA 22947

To Whom It May Concern,

We are pleased to say that your area meets the initial criteria for the Strategic Underground Program and, with your partnership, we can proceed further. In order to move forward with the installation of underground facilities and removal of overhead electric lines, we ask property owners to grant an underground easement to Dominion Energy. An Easement Package is enclosed for your review. This easement authorizes the proposed work and allows Dominion Energy to access power lines and equipment on your property for purposes of installation, maintenance, and repair.

WHAT'S NEXT

- An Authorized Contractor will schedule an appointment at your convenience in order to:
 - Review the proposed underground plan for the area, including the proposed location of facilities on your property
 - Discuss project-specific information
 - Review your individual easement document and answer any questions
 - Assist in notarizing the easement document and update your preferred contact information if needed

IMPORTANT INFORMATION

- The Strategic Underground Program is a partnership with our customers with a goal to improve electric service reliability by undergrounding certain overhead electric lines throughout our service territory. Customers signal their support of the project in their area by signing an easement.
- The Strategic Underground Program is a voluntary program and as such we do not utilize eminent domain nor will customers be compensated for the easements necessary to complete a project.
- We will keep you updated on progress and once all necessary easements are secured, a project schedule will be developed and communicated.
- We can discuss alternate routes but if we are unable to secure the necessary easements for an effective layout, we may place the project on hold.

AUTHORIZED CONTRACTOR

Authorized contractors assist in performing the work on your project. Below is the Authorized Contractor for your project.

Stantec Consulting Services Inc.
Audie Brumfield
Audie.Brumfield@stantec.com
(804) 873-0937

We look forward to working with you on this project to improve electric service reliability.

Thank You,

Jessica D. Burtner
Communications Coordinator
Jessica.D.Burtner@dominionenergy.com
(434) 972-6752

Aaron Tickle
Project Manager
Aaron.Tickle@dominionenergy.com
(434) 972-6751

Strategic
Underground
ProgramSM

Please visit DominionEnergy.com/Underground for more information regarding Dominion Energy Virginia's Strategic Underground Program.



Instructions for Completing the Easement Agreement

Enclosed are two (2) Underground Distribution Easement Agreements ("Easement") with a Plat identifying the location of the proposed easement.

- 1) Please sign (in black or blue ink) your name(s) on Page 2 of both copies of the "Easement" in front of a Notary. (Your signature must match the EXACT spelling as indicated on the "Easement")
- 2) If more than one person is listed on the "Easement", all parties must sign in front of a notary.
- 3) Initial both copies of the Plat where indicated.
- 4) Fill in the document date at the top of Page 1 to match the Notary date.
- 5) Notary Instruction: Virginia law requires a Notary to affix a stamp or seal to the document.
- 6) Return (1) original signed document in the self-addressed stamped envelope. The second copy is for your records.

If you have any questions, or if you need assistance with notarizing your signature, please contact Dominion's authorized contractor for assistance.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 2019, by and between

COUNTY OF ALBEMARLE

and

EAST RIVANNA VOLUNTEER FIRE CO. INCORPORATED

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia 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**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**; and

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, PO Box 26666, Richmond, VA 23261 .

(Page 1 of 6 Pages)

VAROW No(s). 13-19-0246

Tax Map No. 093A1000000200

Form No. 728493-1 (Feb 2019)
© 2019 Dominion Energy

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-19-0246, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

(Page 2 of 6 Pages)

VAROW No(s). 13-19-0246

Form No. 728493-2 (Feb 2019)
© 2019 Dominion Energy

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement 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. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____



Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

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 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, **GRANTOR** has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF ALBEMARLE

(Name)

By:

(Title)

Title:

State of

County of

, to-wit:

I, _____, a Notary Public in and for the State of _____

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid _____,

(Name of officer or agent)

(Title of officer or agent)

on behalf of

County, Virginia, whose name is

signed to the foregoing writing dated this _____ day of _____, 20 19, and
acknowledged the same before me.

Given under my hand _____, 20 _____

Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

(Page 4 of 6 Pages)

ROW No(s) 13-19-0246



Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **GRANTOR** is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

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, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: East Rivanna Volunteer Fire Co. Incorporated

By (Signature): _____

Name (Print): _____

Its: _____

State of _____
City/County of _____

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

(Name of officer or agent)

(Title of officer or agent)

of East Rivanna Volunteer Fire Co. Incorporated, a(n) Virginia
(Name of corporation) (State of incorporation)

corporation, on behalf of the corporation.

Notary Public (Print Name)

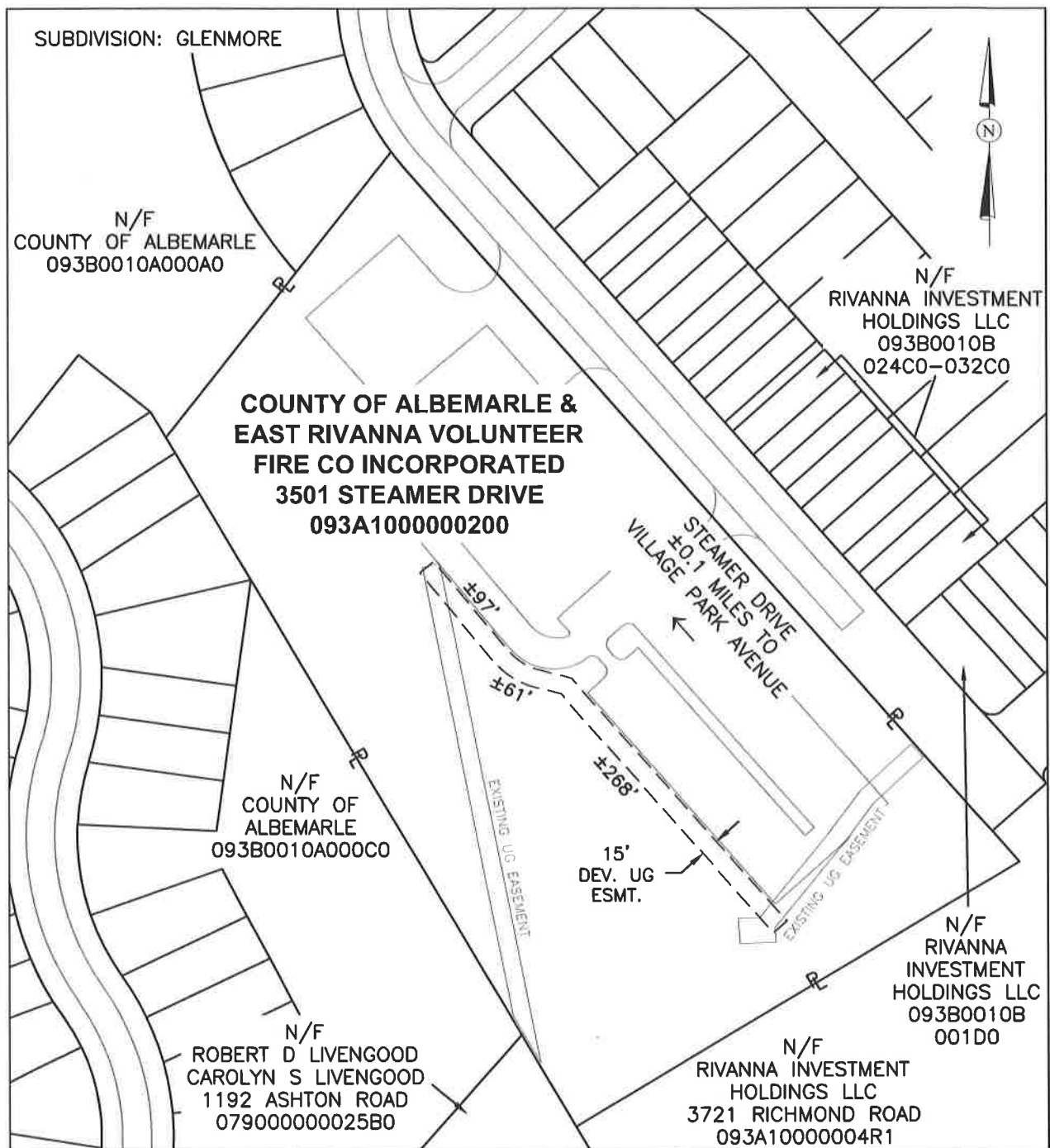
Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____

(Page 5 of 6 Pages)

VAROW No(s). 13-19-0246

(Notary Seal Here)



LEGEND --- Location of Boundary Lines of Right-of-Way 15' in Width. =⊥= Indicates Property Line is Right-of-Way Boundary 15' in Width. N/F Now or Formerly *NOTE: Location of underground cable as installed will determine the centerline of the easement.	District Charlottesville			PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia Page 6 of 6 OWNER INITIALS _____
	District-Township-Borough County-City State Scottsville Albemarle Co. VA			
	Office North/West Region		Plat Number 13-19-0246	
	Estimate Number 10258076		Grid Number G0324	
	Date 04.15.2019		By E. Jones	