Dominion Energy

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of_____, _____, by and between **COUNTY OF ALBEMARLE ("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").**

W I T N E S S E T H :

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which 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 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 one or more lighting supports and lighting fixtures; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for these purposes including, but not limited to, the right to lay, construct and maintain one or more lines of underground conduits and cables, as **GRANTEE** may from time to time deem advisable, and all wires, terminal poles, their supports and attachments, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, accessories and appurtenances desirable in connection therewith; and to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2.1 The easement granted herein shall extend across the lands of **GRANTOR** situated in **COUNTY OF ALBEMARLE,** Virginia, as more fully described on Plat(s) Numbered **10-26-0566,** attached to and made a part of this Right of Way Agreement (the "Designated Easement"); the width of said Designated Easement is **FIFTY**(**50)** feet; the location of the boundaries of the Designated Easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

2.2 In addition to the Designated Easement described above, the easement granted herein shall extend from the Designated Easement across the lands of **GRANTOR** to one location on each lot shown on the attached Plat for the provision of electrical service to the proposed improvement on the lot (the "Undesignated Easements").

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

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 3072 Centreville Road, Attn: R/W, Herndon, VA 20171

Initials: _____ _____ _____ _____

PIN: 062F00000000E2

DEVID No(s): 10-26-0566

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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.

5. For the purpose of exercising the rights 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** that are 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.

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 of its 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.

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: _____ _____ _____ _____

DEVID No(s): 10-26-0566

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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:

_____
(Name)

_____
(Title)

The County of ALBEMARLE

By: _____

Title: _____

Commonwealth of _____

County of _____

I, _____, a Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid
_____ , _____ on behalf of The County of ALBEMARLE,
(Name of officer or agent) (Title of officer or agent)
whose name is signed to the foregoing writing this _____ day of _____, _____ and acknowledged the same before me.

Given under my hand _____, 20_____

_____
Notary Public (Print Name)

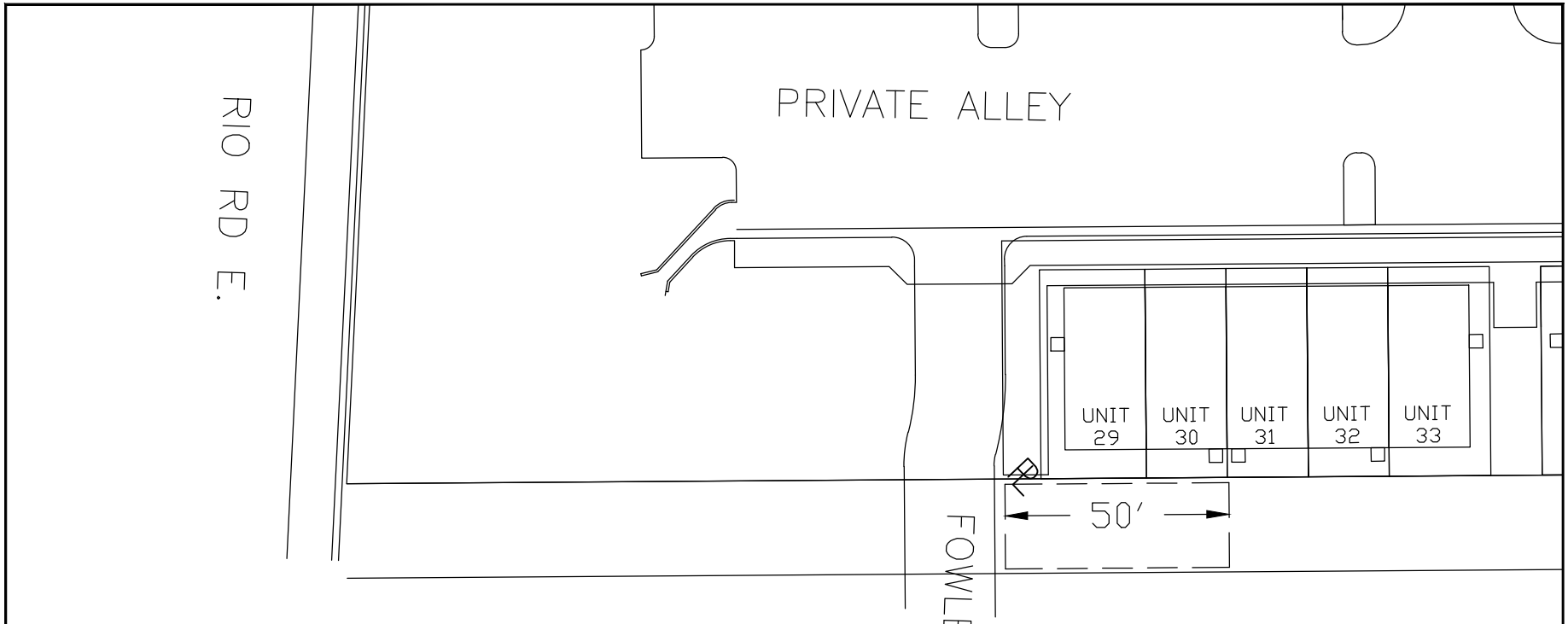
_____
Notary Public (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

DEVID No(s): 10-26-0566

(Notary Seal Here)



OWNER:COUNTY OF ALBEMARLE
ADDRESS:RIO RD, CHARLOTESSVILLE VA 22902
GPIN/PARCEL ID:062F00000000E2

LEGEND

— — — Location of Right of Way Boundary

—℄— Indicates Property Line is Right of Way Boundary

Region	Local Office	State
NORTHERN	CDG	VA
County/City		Grid Number
ALBEMARLE COUNTY		G0027WA0800
Work Request Number	DEVID No.	Scale
4000037977	10-26-0566	Not to Scale
Date	By	
7.22.2026	A.MELLO	

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PLAT TO ACCOMPANY
RIGHT OF WAY AGREEMENT

VIRGINIA ELECTRIC AND POWER COMPANY
doing business as

Dominion Energy Virginia

OWNER INITIALS _____ _____ _____ _____ _____