

### **Underground Distribution Easement Agreement**

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between

TOWN OF VIENNA, VIRGINIA, a municipal corporation

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 right, privilege and non-exclusive easement on the property described herein, for the distribution and transmission of electricity and internal communications related thereto (the "**Easement**") which shall include the right to lay, construct, operate and maintain one or more lines of underground conduits and cables and the right to install, operate and maintain certain aboveground facilities associated with the underground electric distribution system. This Underground Distribution Easement Agreement shall be limited in duration and shall remain in effect for a period of forty (40) years. It shall additionally be subject to all the terms and conditions set forth in the attached Exhibit A.

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 Fairfax County, Virginia, as more fully described on Plat Number 12-20-4954 (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.

**Prepared by and after recording return to:** TRC Companies, INC., Primoris T&D Service East, PO Box 1908, Manassas, VA 20108 ,

DEVID No(s). 12-20-4954  
Tax Map. 038-4-08-0407

8. This Right of Way Agreement is binding upon the successors and assigns of the parties hereto.

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 Underground Distribution Easement Agreement.

10. The individual executing this Right of Way Agreement on behalf of the **GRANTOR** warrants that he or she has been duly authorized to execute this easement on behalf of the Town of Vienna.

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:

THE TOWN OF VIENNA, VIRGINIA,  
a municipal corporation

Name: \_\_\_\_\_

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

Title: Mayor

ATTESTED TO:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Name

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

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_, who is the Mayor of the Town of Vienna,  
(Name of Person Signing) (Title of Person Signing)

Virginia, on behalf of the said Town.

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

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

My commission expires: \_\_\_\_\_.

Notary Registration No. \_\_\_\_\_

\_\_\_\_\_  
(Notary Seal Here)



## Right of Way Agreement

### EXHIBIT A

This RIGHT OF WAY AGREEMENT dated \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF VIENNA, VIRGINIA, a municipal corporation ("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("**GRANTEE**") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years. At the end of such term, this Right of Way Agreement shall automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.
2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities are otherwise desired by GRANTOR, then GRANTOR agrees that GRANTEE will not be responsible for paying the cost of removing GRANTEE's cables and facilities, and, if appropriate, the cost of replacing GRANTEE's cables and facilities. Upon termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's cables and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's cables and facilities are located by this Right of Way Agreement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE's cables and facilities in the location where such wires and facilities are located at the time of GRANTOR's sale or conveyance.

TOWN OF VIENNA, VIRGINIA  
a municipal corporation

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

Name: \_\_\_\_\_

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