



## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CITY OF COLONIAL HEIGHTS ("**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 right, privilege and 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; 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 lighting purposes; including but not limited to the rights:

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 exclusive variable width easement across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said exclusive variable width easement across the lands of **GRANTOR**; and

1.3 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. The easement granted herein shall extend across the lands of **GRANTOR** situated in the CITY OF COLONIAL HEIGHTS, Virginia, as more fully described on Plat(s) Numbered 00-22-0151, 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.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, PO Box 26666, Richmond, VA 23261 ATTN: Right of Way 11-N

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

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DEVID No(s). 00-22-0151

Parcel ID No. 3000010E037, 3000050000A, 3000030A00A, 3000030A00B, 30000200001

Form No. 728493-1 (Dec 2021)

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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. 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.

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: \_\_\_\_\_

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## 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 City.

**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:

THE CITY OF COLONIAL HEIGHTS

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Title)

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

Commonwealth of \_\_\_\_\_

City 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 City of Colonial Heights whose name is signed to the foregoing writing this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and acknowledged the same before me.  
(Name of officer or agent) (Title of officer or agent)

Given under my hand \_\_\_\_\_, 20\_\_\_\_

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

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

Virginia Notary Reg. No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Right of Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY  
a Virginia public service corporation, doing business  
in Virginia as Dominion Energy Virginia

By \_\_\_\_\_

Shaun Reilly  
Authorized Representative

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to-wit:

Given under my hand \_\_\_\_\_, 20\_\_\_\_\_

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

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

Virginia Notary Reg. No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# Right of Way Agreement

## Exhibit A

THIS RIGHT OF WAY AGREEMENT dated \_\_\_\_\_, \_\_\_\_\_, by and between the

THE CITY OF COLONIAL HEIGHTS

a political subdivision of the Commonwealth of Virginia ("**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, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any 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. Upon the 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 herein for **GRANTEE**'s wires 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** and **GRANTEE** covenant that this Right of WAY Agreement shall run with the land and that all successors and assigns shall be subject to the Agreement's provisions.

**GRANTOR:**

THE CITY OF COLONIAL HEIGHTS

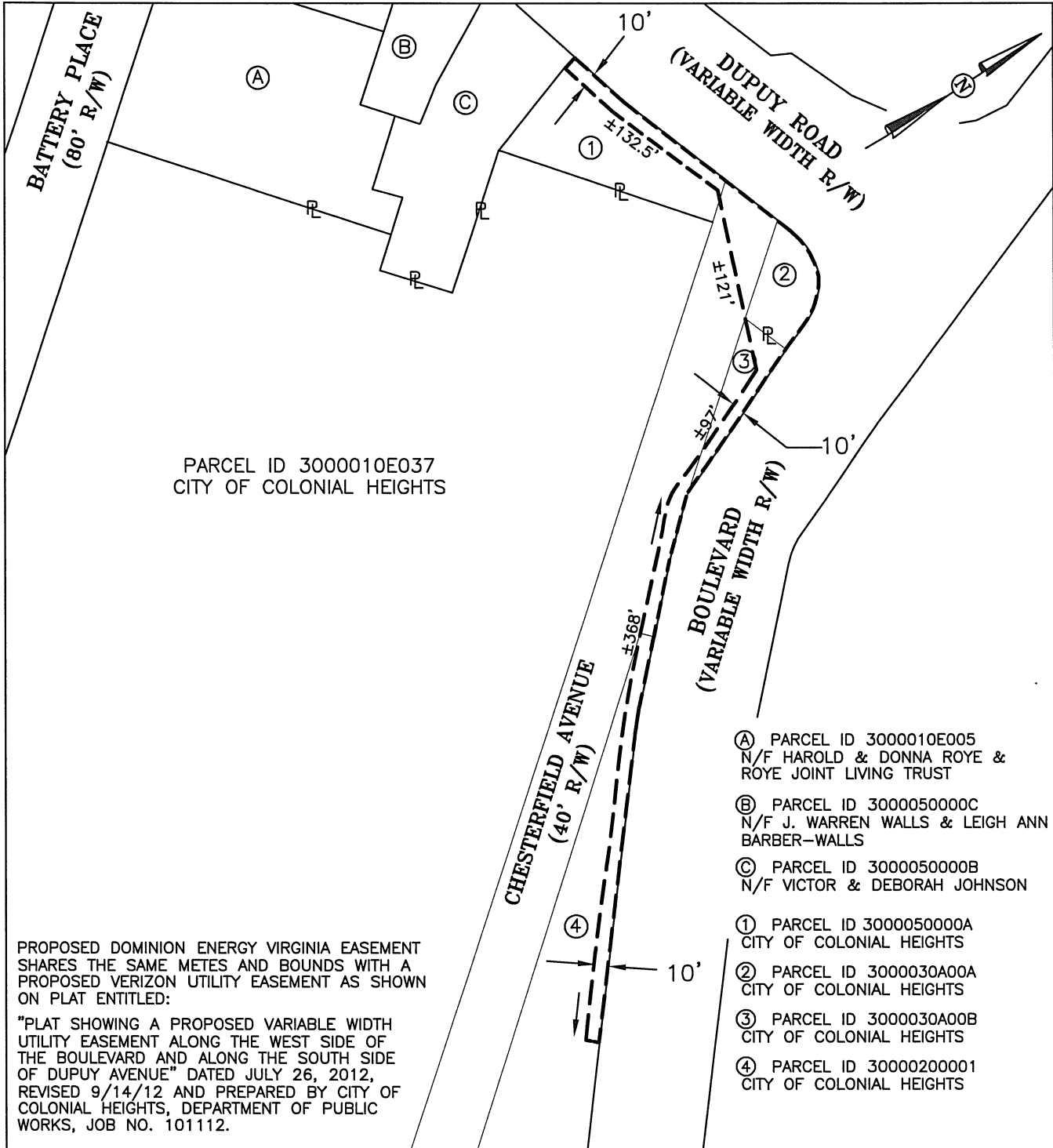
\_\_\_\_\_ a political subdivision of the Commonwealth of Virginia

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

Its: \_\_\_\_\_

VAROW No(s). 00-22-0151

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- (A) PARCEL ID 3000010E005  
N/F HAROLD & DONNA ROYE &  
ROYE JOINT LIVING TRUST
- (B) PARCEL ID 3000050000C  
N/F J. WARREN WALLS & LEIGH ANN  
BARBER-WALLS
- (C) PARCEL ID 3000050000B  
N/F VICTOR & DEBORAH JOHNSON
- (1) PARCEL ID 3000050000A  
CITY OF COLONIAL HEIGHTS
- (2) PARCEL ID 3000030A00A  
CITY OF COLONIAL HEIGHTS
- (3) PARCEL ID 3000030A00B  
CITY OF COLONIAL HEIGHTS
- (4) PARCEL ID 30000200001  
CITY OF COLONIAL HEIGHTS

PROPOSED DOMINION ENERGY VIRGINIA EASEMENT SHARES THE SAME METES AND BOUNDS WITH A PROPOSED VERIZON UTILITY EASEMENT AS SHOWN ON PLAT ENTITLED:  
 "PLAT SHOWING A PROPOSED VARIABLE WIDTH UTILITY EASEMENT ALONG THE WEST SIDE OF THE BOULEVARD AND ALONG THE SOUTH SIDE OF DUPUY AVENUE" DATED JULY 26, 2012, REVISED 9/14/12 AND PREPARED BY CITY OF COLONIAL HEIGHTS, DEPARTMENT OF PUBLIC WORKS, JOB NO. 101112.

<b>LEGEND</b>  --- Location of Boundary Lines of Right-of-Way  =P= Indicates Property Line is Right-of-Way Boundary Boundary	Region <b>CENTRAL</b>	Local Office <b>PETERSBURG</b>	State <b>VIRGINIA</b>	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT <span style="float: right;">OH/UG</span>  VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	County-City <b>COLONIAL HEIGHTS</b>		Grid Number <b>M0235</b>	
	Work Request No. <b>EMAINT.C.A7.02</b>	DEVID No. <b>00-22-0151</b>	Scale <b>NOT TO SCALE</b>	
	Date <b>10/27/2022</b> (REVISED 11/30/2022)		By <b>LCH</b>	
OWNER INITIALS _____				Page 6 of 6