

Prepared by and return to:

McGuireWoods LLP

1750 Tysons Boulevard, Suite 1800

Tysons, Virginia 22102

Attn: Matthew J. Weinstein

VSB: 85043

City of Alexandria Tax Map Numbers: 061.03-01-01 and 061.03-01-02

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**MOA**") is dated the \_\_\_\_ day of \_\_\_\_ 2021 the ("**Effective Date**"), by and between **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation and a wholly-owned subsidiary of Dominion Energy, Inc. ("**Dominion**"), the **CITY OF ALEXANDRIA**, a municipal corporation of Virginia (the "**City**") and the **CITY OF ALEXANDRIA SCHOOL BOARD** a body politic and political subdivision of the Commonwealth of Virginia and governing body of the Alexandria City Public Schools (the "**School Board**"). Dominion, the City, and the School Board each may be referred to herein as a "**Party**", and collectively as the "**Parties**."

### RECITALS:

WHEREAS, Dominion and the School Board have entered into that certain Participation Agreement, dated January 12, 2021 (the "**Participation Agreement**"), pursuant to which the School Board will participate in the initial phase of Dominion's electric school bus deployment program;

WHEREAS, in order to charge electric school buses to be used by the Alexandria City Public Schools, Dominion is required to lay, construct, operate, and maintain one or more lines of underground conduits and cables and accessories and appurtenances desirable in connection therewith (the "**Infrastructure**") on that certain property owned by the City more specifically identified as Tax Map Number 061.03-01-02 in the City Land Records (the "**City Property**"); and

WHEREAS, certain Infrastructure and other equipment and facilities shall also be located on that certain property owned by the City more specifically identified as Tax Map Number 061.03-01-01 in the City Land Records (the "**School Board Property**"); and

WHEREAS, the City acknowledges Dominion has the right to lay, construct, operate and maintain this Infrastructure located on the City Property under the 1992 Franchise Agreement between Dominion and the City (the "**Franchise Agreement**") subject to the terms and conditions of the Franchise Agreement; and

WHEREAS, the School Board will enter into a separate easement agreement with Dominion to provide Dominion with certain rights on the School Board Property (the "***School Board Easement***").

### **TERMS**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained in this MOA, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **City Property Access.** The City acknowledges that the Franchise Act allows Dominion to lay, construct, operate and maintain the Infrastructure on the City Property at the location and in the size shown on the plat attached hereto as **Exhibit 1.**
2. **School Board Property Access.** The School Board agrees to grant Dominion the right, privilege and non-exclusive easement over, under, through, upon, above, and across certain portions of the School Board Property, as set forth in and subject to the terms and conditions of the School Board Easement.
3. **School Board Cooperation.** The School Board agrees that it will cooperate with Dominion in processing and approving the School Board Easement.
4. **Tree Removal.** Dominion agrees that it will not damage or remove any trees located on the City Property or School Board Property as a result of laying, constructing, or maintaining the Infrastructure.
5. **Restoration.** Unless the Parties otherwise agree to maintain the Infrastructure, Dominion agrees to restore the portion of the City Property in which the Infrastructure is to be located to its original condition as of the Effective Date of this MOA upon the termination of the School Board Easement.
6. **Entire MOA; Amendment.** This MOA and the Participation Agreement set forth the full and complete understanding of the Parties with respect to the subject matter hereof as of the Effective Date, and supersede any and all agreements and representations (oral or written) made or dated prior thereto. After the Effective Date, this MOA may be supplemented and amended only by written agreement signed by authorized representatives of the Parties, and any proposed supplement or amendment made to the contrary shall be void *ab initio*.
7. **Headings; Usage of Certain Words.** The headings set forth in this MOA are for convenience only and shall not be considered as part of this MOA in any respect nor shall they in any way affect the substance of any provisions contained in this MOA.
8. **Severability.** In the event that any provision of this MOA or the documents and instruments contemplated hereby is held by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the Parties shall

negotiate in good faith and agree to such amendments, modifications or supplements of or to this MOA to give effect to the intentions of the Parties to the maximum extent practicable. The other terms of this MOA shall remain in full force and effect.

9. **Counterparts**. The Parties may sign this MOA in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same MOA.

*[Signature Pages Follow]*

**CITY OF ALEXANDRIA SCHOOL BOARD**, a body politic and corporate

By: [Signature]  
Title: Dr. Gregory C. Hutchings, Jr.

STATE OF VIRGINIA,

CITY OF ALEXANDRIA

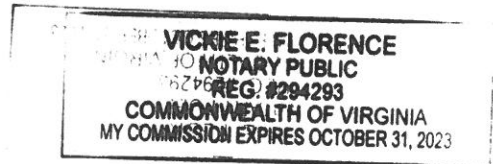
TO-WIT:

I, VICKIE E FLORENCE a notary public in and for the Commonwealth and City aforesaid, do certify that Gregory C. Hutchings, Jr. Supt. of the ACPS, whose name is signed to the foregoing instrument dated MARCH 18, 2021, has acknowledged the same before me.

GIVEN under my hand this 18 day of march, 2021

[Signature]  
Notary Public  
294293

Registration No.: 294293  
My Commission Expires Oct 31, 2023



[Signatures Continue on the Following Page]

**CITY OF ALEXANDRIA**, a municipal corporation

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

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

STATE OF VIRGINIA,

CITY OF ALEXANDRIA

TO-WIT:

I, \_\_\_\_\_, a notary public in and for the Commonwealth and City aforesaid, do certify that \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_, whose name is signed to the foregoing instrument dated \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

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

*[Signatures Continue on the Following Page]*

**VIRGINIA ELECTRIC AND POWER  
COMPANY**, a Virginia public service  
corporation

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

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

STATE OF VIRGINIA,

CITY/COUNTY OF \_\_\_\_\_:

TO-WIT:

I, \_\_\_\_\_, a notary public in and for the  
Commonwealth and City/County of \_\_\_\_\_ aforesaid, do certify  
that \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_, whose name is  
signed to the foregoing instrument dated \_\_\_\_\_, 20\_\_, has  
acknowledged the same before me.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

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

**EXHIBIT 1**

[See attached.]



## Deed of Easement

THIS DEED OF EASEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between

**CITY OF ALEXANDRIA SCHOOL BOARD**  
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, 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 temporary right, privilege and non-exclusive easement over, under, through, upon, above and across the property described hereinafter (the "Easement"), 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**.

2. The rights granted hereunder are solely for use in connection with the performance of the Grantee's obligations under that certain Participation Agreement between the Alexandria City School Board ("School Board") and the Grantee dated \_January 21\_\_\_\_\_, 2021 (the "Agreement"), provided that Grantee may interconnect the equipment, wires and facilities installed pursuant to this Easement to other electrical circuits and facilities of Grantee as is practical or useful in operating the broader electrical grid.

3. (a) Unless extended or sooner terminated as provided for herein, the Easement shall automatically terminate one hundred and twenty (120) days following Grantor's written notice of termination (the "Termination Date"), which notice may not be delivered prior to \_\_\_\_\_, 2035.

(b) Should the Agreement be terminated prior to the Termination Date, this Easement shall automatically terminate 120 days after such date of termination of the Agreement.

(c) In the event the Grantee ceases use of the Easement for one hundred eighty (180) consecutive days at any time following installation of its equipment in the Easement (the "Period of Non-Use"), Grantor shall provide written notice to Grantee of such Period of Non-



Use and the Easement shall automatically terminate 120 days after Grantee's receipt of Grantor's written notice of the Period of Non-Use.



## Deed of Easement

4. The Easement granted herein shall be located on the lands of **GRANTOR** situated in the City of Alexandria, Virginia, as more fully shown and described on Plat Numbered 41-20-0269, attached to and made a part of this Deed of Easement; the location of the boundaries of said Easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

5. 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.

6. **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**, but shall be removed from Grantor's property at Grantee's expense upon notice to do so from Grantor.

7. For the purpose of exercising the rights granted herein, **GRANTEE** shall have the right of ingress to and egress from the 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 any 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**.

8. **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 6 of this Deed of Easement) 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

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

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Dominion Energy Virginia, 1719 Hydraulic Road Charlottesville VA 22901.

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VAROW No(s). \_\_\_\_\_

Tax Map No. \_\_\_\_\_

Form No. 728493-1 (Apr 2020)

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## Deed of Easement

boundaries of the Easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 6 of this Deed of Easement) 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.

9. **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 6 of this Deed of Easement), 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 following thirty (30) days' notice to Grantor (except in emergency situations, when no such notice shall be required) and Grantor's failure to act to remedy the same, either (a) remove any such interfering above or below ground obstructions at Grantor's expense, or (b) relocate such wires and facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

10. **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 all of **GRANTEE'S** obligations under the Agreement; 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.

11. Whenever the context of this Deed of Easement so requires, the singular number shall mean the plural and the plural the singular.

12. **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.

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VAROW No(s). \_\_\_\_\_

Tax Map No. \_\_\_\_\_

Form No. 728493-1 (Apr 2020)

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Deed of Easement

13. The individual executing this Deed of Easement on behalf of GRANTOR warrants that he or she has been duly authorized to execute this Easement on behalf of Grantor.

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 this Deed to be signed by its authorized officer, described below, on the date first above written.

Name: CITY OF ALEXANDRIA SCHOOL BOARD
By (Signature): [Handwritten Signature]
Name (Print): Dr. Gregory C. Hutchings, Jr.
Its: \_\_\_\_\_

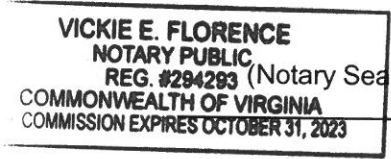
Commonwealth of Virginia
City/County of Alexandria

The foregoing instrument was acknowledged before me this 18 day of MAR, 2021
by Gregory C. Hutchings, Jr. as Supt. of Schools
(Name of officer or agent) (Title of officer or agent)
of the ACPs, on its behalf.

VICKIE E. FLORENCE, Notary Public (Print name)
[Handwritten Signature] Notary Public (Signature)

Virginia Notary Reg. No. 294293 My Commission Expires: Oct. 31, 2023

(Page 5 of 6 Pages)
VAROW No(s). \_\_\_\_\_



Initials: GCH

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(Page 4 of 6 Pages)
VAROW No(s). \_\_\_\_\_
Tax Map No. \_\_\_\_\_

**EXHIBIT A**

This DEED OF EASEMENT dated \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF ALEXANDRIA SCHOOL BOARD, 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 Easement shall be limited in duration and shall remain in force for, the earlier of, a term of forty (40) years or for as long as the property described herein shall remain in use as a public school. At the end of such term, this Easement shall automatically terminate unless GRANTOR agrees to renew this Easement for an additional term of years.
2. In the event that this Easement is terminated, or if the removal of GRANTEE’s facilities are otherwise desired by GRANTOR, then GRANTOR agrees that it will pay 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 Easement, 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 Easement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
3. GRANTOR covenants that in the event that GRANTOR acquires full title to the real property on which GRANTEE’s cables and facilities are located by this Easement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE’s cables and facilities to such permanent easement.

SIGNATURES ON FOLLOWING PAGE.


ALEXANDRIA CITY SCHOOL BOARD

A Virginia political subdivision

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

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

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

  
Dr. Gregory C. Hutchings, Jr.  
Superintendent of Schools

The undersigned CITY OF ALEXANDRIA, VIRGINIA, a municipal corporation, hereby acknowledges and consents to this Easement pursuant to GRANTOR'S authority under Sections 22.1-125 (B) and 22.1-129 (B) of the Code of Virginia (1950, as amended).

With the consent of

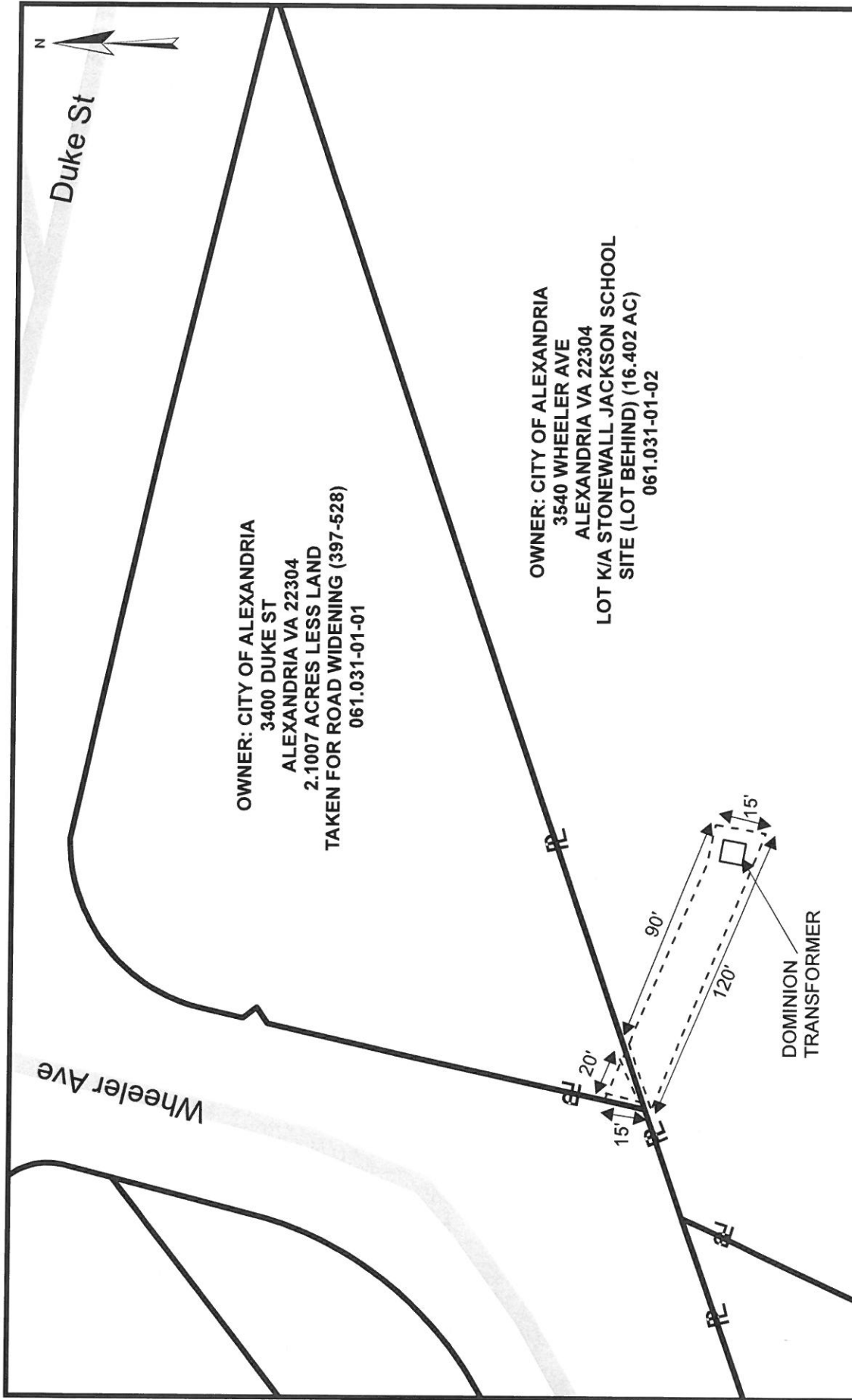
CITY OF ALEXANDRIA, VIRGINIA

a municipal corporation

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

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

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



<b>LEGEND</b>	-- -- Location of Boundary Lines of Right-of-Way		District	ALEXANDRIA	Scale	NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT	UG
	=P= Indicates Property Line is Right-of-Way Boundary		District-Township-Borough	ALEXANDRIA	County - City	ALEXANDRIA	VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>	
DATE: 05-15-2020			Office	41	Plat Number	41-20-0269	OWNER INITIALS: _____ Page 6 of 6	
BY: RICHARD FREEDMAN			Work Request Number	10360252	Grid Number	C0914		