



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this ____ day of _____, 20____, 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 perpetual 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 easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**;

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in the City of Alexandria, Virginia, as more fully described on Plat(s) Numbered 40-23-0012, 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.

Initials: _____

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



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4. The 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.

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11. **GRANTOR** covenants that it is seized 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, right and privileges; and the **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing the 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 School Board of the City of Alexandria.

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

Name: CITY OF ALEXANDRIA SCHOOL BOARD

By (Signature): _____

Name (Print): _____

Title (Print): _____

State of _____

City/County of _____

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

20____ by _____ who is the _____, on behalf
(Name of Officer or Agent) (Title of Officer or Agent)

of the CITY OF ALEXANDRIA SCHOOL BOARD, a political subdivision of the Commonwealth of Virginia.

Notary Public (Name)

Notary Public (Signature)

My commission expires: _____.

Notary Registration Number: _____.

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EXHIBIT A

This **RIGHT OF WAY AGREEMENT** dated _____, 2023, 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 Right of Way Agreement 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 operated by GRANTOR. 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 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 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. To the extent permitted by law, 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 Right of Way Agreement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE’s cables and facilities to such permanent easement.
4. Upon GRANTEE’S discontinuance of all or any portion of the easement area for a period of ninety (90) days, all of GRANTEE’S rights and interest in the easement area or portion thereof shall immediately terminate and automatically revert to GRANTOR, its successors and assigns.

Upon termination of this Right of Way Agreement, GRANTOR shall request in writing that the Right of Way Agreement or a portion thereof, be quitclaimed by a separate document in such form as to be acceptable for recordation by the Clerk of Circuit Court in Alexandria, Virginia. Any quitclaim request shall be submitted to the GRANTEE’S right of way department and shall follow GRANTEE’S customary policy and procedure. This paragraph shall survive the expiration or termination of this Right of Way Agreement.

ALEXANDRIA CITY SCHOOL BOARD
A Virginia political subdivision

By: _____
Name: _____
Title: _____

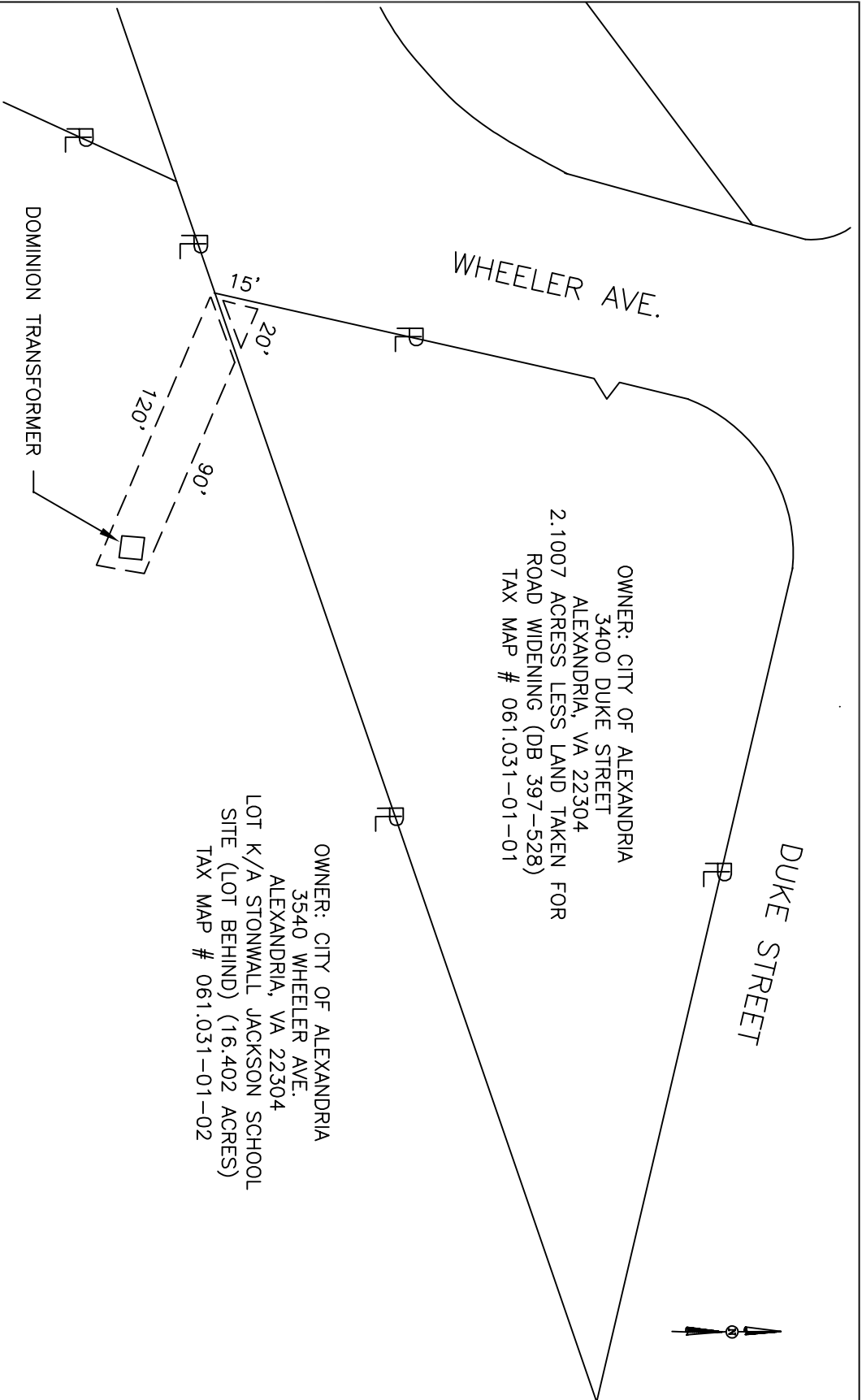
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EXHIBIT A - CONTINUATION

The undersigned CITY OF ALEXANDRIA, VIRGINIA, a municipal corporation, hereby acknowledges and consents to this Right of Way Agreement 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: _____
4811-9029-6274, v. 2



LEGEND		Region		Local Office		State		UG	
- - - - Location of Right of Way Boundary		NORTHWEST		ALEXANDRIA		VA			
= = = Indicates Property Line is Right of Way Boundary		County/City CITY OF ALEXANDRIA				Grid Number C0914			
		Work Request Number 10360252		DEVID No. 40-23-0012		Scale Not to Scale			
		Date JAN. 23, 2023		By JAMES W. WEST					