



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 _____, 2020 (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-



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

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

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Dominion Energy Virginia, 1719 Hydraulic Road Charlottesville VA 22901.

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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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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): _____

Name (Print): _____

Its: _____

Commonwealth of Virginia
City/County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____, as _____
(Name of officer or agent) (Title of officer or agent)
of the _____, on its behalf.

Notary Public (Print name) Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____

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(Notary Seal Here)

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