



Underground Distribution Easement Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of _____, _____ by and between **TOWN OF WARRENTON, a municipal corporation of the Commonwealth of Virginia** ("GRANTOR") 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 perpetual right, privilege and exclusive easement on the property described herein, for the distribution and transmission of electricity, internal communications related thereto, and for internet and communication services (the "Easement") which shall include the right to lay, construct, operate and maintain one or more lines of underground conduits and cables, the right to install, operate and maintain certain aboveground facilities associated with the underground electric distribution and data transmission system, and the right to apportion, lease, or license the internet and communications rights to third parties.
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 **Fauquier County**, Virginia, as more fully described on Plat Number **12-26-1242** (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 Pike Engineering LLC, after recording, please return to 22970 Indian Creek Drive, Suite 200A, Sterling, VA 20166

DEVID No(s). **12-26-1242**

Tax Map No. **6984-42-3052-000**

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

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:

Corporate Name: **TOWN OF WARRENTON**

a municipal corporation of the commonwealth of Virginia

By (Signature): _____

Name: _____

Its: _____

State of _____

City/County of _____

The foregoing instrument was acknowledged before me, ☐ In Person, ☐ Remote Notarization on this _____ day of _____, _____, by, _____, (Name of officer or agent)

_____, of **TOWN OF WARRENTON**, on behalf of a municipal corporation the commonwealth of Virginia (Title of officer or agent) (Name of corporation)

Notary Public (Print Name) _____

Notary Public (Signature) _____

Virginia Notary Registration No. _____

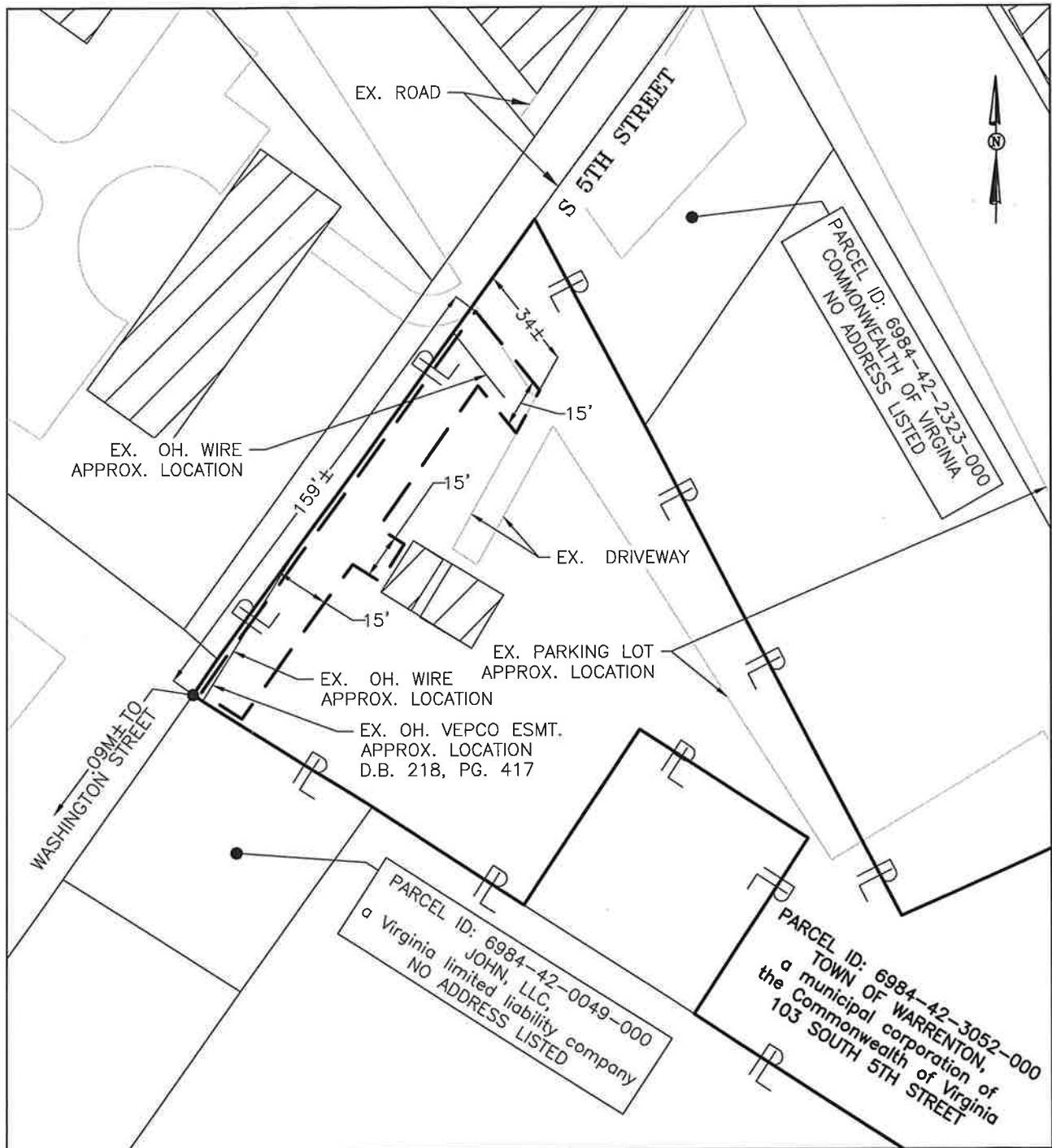
My Commission Expires _____

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(Affix Notary Seal Above Line)

NOTARIZE

Sign Here



LEGEND ---- Location of Boundary Lines of Right-of-Way ==P== Indicates Property Line is Right-of-Way Boundary	Region Northwest	Local Office WARRENTON	State VA	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia	UG/C Page 03 of 03
	County/City FAUQUIER COUNTY		Grid Number B1610		
	Work Request No. 4000026660	DEVID No. 12-26-1242	Scale Not to Scale		
	Date 05/13/2026	By Pike Engineering			
OWNER INITIALS _____		Sign Here			