



City of Charlottesville School Board
2205 Greenbrier Drive
Charlottesville, VA 22901

Work Request #: 10343165
Project Location: 2228 Greenbrier Drive
City of Charlottesville, VA 22901

January 19, 2021

To Whom It May Concern,

Your area meets the initial criteria for the Strategic Underground Program and, with your partnership, we can proceed further. In order to move forward with the installation of underground facilities and removal of overhead electric lines, we ask property owners to grant an underground easement to Dominion Energy. An Easement Package is enclosed for your review. This easement authorizes the proposed work and allows Dominion Energy to access power lines and equipment on your property for purposes of installation, maintenance, and repair.

IMPORTANT INFORMATION

- This is a voluntary Program; we do not utilize eminent domain nor will customers be compensated for the easements necessary to complete a project.
- An update will be communicated once all necessary easements are secured.
- If we are unable to secure the necessary easements, we may place the project on hold.

WHAT'S NEXT

Currently, we are practicing social distancing, so we are limiting in-person meetings at this time. You can expect outreach either by phone or email from our authorized contractor to:

- Review the proposed underground plan for your area including the impact to your property
- Discuss the possibility and need for an individual meeting utilizing proper safety precautions
- Assist in notarizing the easement document

AUTHORIZED CONTRACTOR

Authorized contractors assist in performing the work on your project.

Stantec Consulting Services Inc.

Joey Robinson

Joey.Robinson@stantec.com

(804) 822-1078

We look forward to working with you on this project to improve electric service reliability.

Thank You,

Andrew Clark
Communications Coordinator
Andrew.S.Clark@dominionenergy.com
(434) 972 -6752

M. Scott Gobbi
Project Manager
Michael.S.Gobbi@dominionenergy.com
(804) 516-8330

Strategic
**Underground
Program®**

Please visit DominionEnergy.com/Underground for more information regarding Dominion Energy Virginia's Strategic Underground Program.



Instructions for Completing the Easement Agreement

Enclosed are two (2) Underground Distribution Easement Agreements ("Easement") with a Plat identifying the location of the proposed easement.

- 1) Please sign (in black or blue ink) your name(s) on Page 2 of both copies of the "Easement" in front of a Notary. Your signature must match the EXACT spelling as indicated on the "Easement"
- 2) If more than one person is listed on the "Easement", all parties must sign in front of a notary.
- 3) Initial both copies of the Plat where indicated.
- 4) Fill in the document date at the top of Page 1 to match the Notary date.
- 5) Notary Instruction: Virginia law requires a Notary to affix a stamp or seal to the document.
- 6) Return (1) original signed document in the self-addressed stamped envelope. The second copy is for your records.

If you have any questions, or if you need assistance with notarizing your signature, please contact Dominion's authorized contractor for assistance.



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 CHARLOTTESVILLE SCHOOL BOARD

("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 non-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, 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**; and

Initials: _____

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.

(Page 1 of 5 Pages)

VAROW No(s). 13-20-0378

PIN 43C071000

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in the City of Charlottesville, Virginia, as more fully described on Plat(s) Numbered 13-20-0378, 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.

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.

Initials: _____

(Page 2 of 5 Pages)

VAROW No(s), 13-20-0378

Right of Way Agreement

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: _____

(Page 3 of 5 Pages)
VAROW No(s). 13-20-0378



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 County.

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: CITY OF CHARLOTTESVILLE SCHOOL BOARD

(Name)	By:
(Title)	Title:
State of _____	

I, _____, a Notary Public in and for the State of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid _____ on _____

(Name of officer or agent) (Title of officer or agent)
behalf of the City of Charlottesville School Board whose names signed to the foregoing writing dated this _____ day of _____, 20____, and acknowledged the same before me.

Given under my hand _____, 20 _____

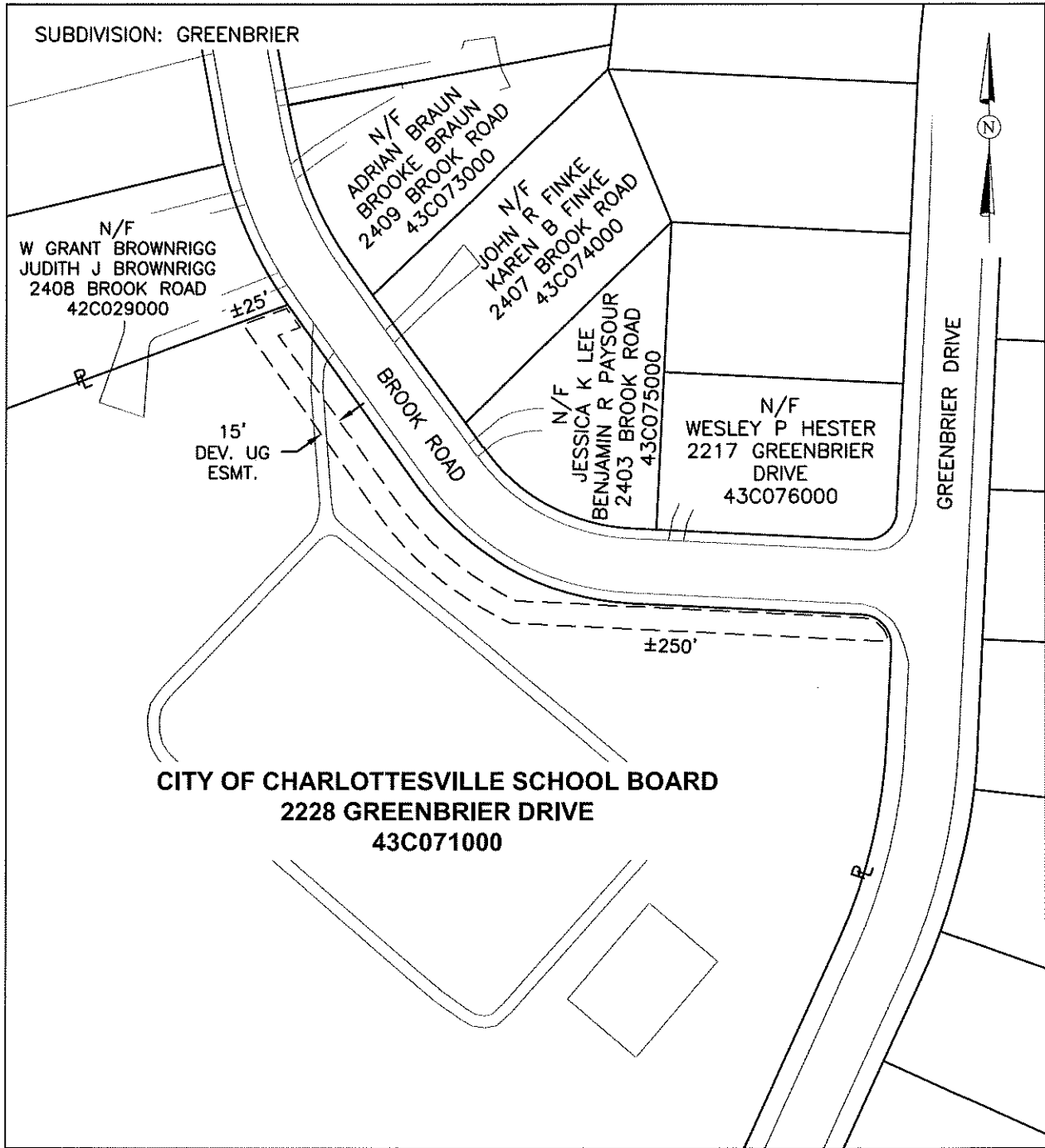
Notary Public (Print Name) Notary Public (Signature)

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

(Page 4 of 5 Pages)

ROW No(s)13-20-0378

(Notary Seal Here)



LEGEND - - - Location of Boundary Lines of Right-of-Way 15' in Width. ——— Indicates Property Line is Right-of-Way Boundary 15' in Width. N/F Now or Formerly *NOTE: Location of underground cable as installed will determine the centerline of the easement.	District Charlottesville	PLAT TO ACCOMPANY UG RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia Page 5 of 5 OWNER INITIALS _____
	District-Township-Borough County-City State Walker City of Charlottesville VA	
	Office North/West Region	
	Estimate Number 10343165	
Date 10/07/2020	Plat Number 13-20-0378	
	Grid Number G0027	
	By E. Jones	



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Form No. 728493-1 (Apr 2020)
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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.

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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: CITY OF CHARLOTTESVILLE SCHOOL BOARD

(Name)

By:

(Title)

Title:

State of _____

I, _____, a Notary Public in and for the State of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____ on
(Name of officer or agent) (Title of officer or agent)

behalf of the City of Charlottesville School Board whose names signed to the foregoing writing dated this ____ day of _____, 20__, and acknowledged the same before me.

Given under my hand _____, 20 _____

Notary Public (Print Name)

Notary Public (Signature)

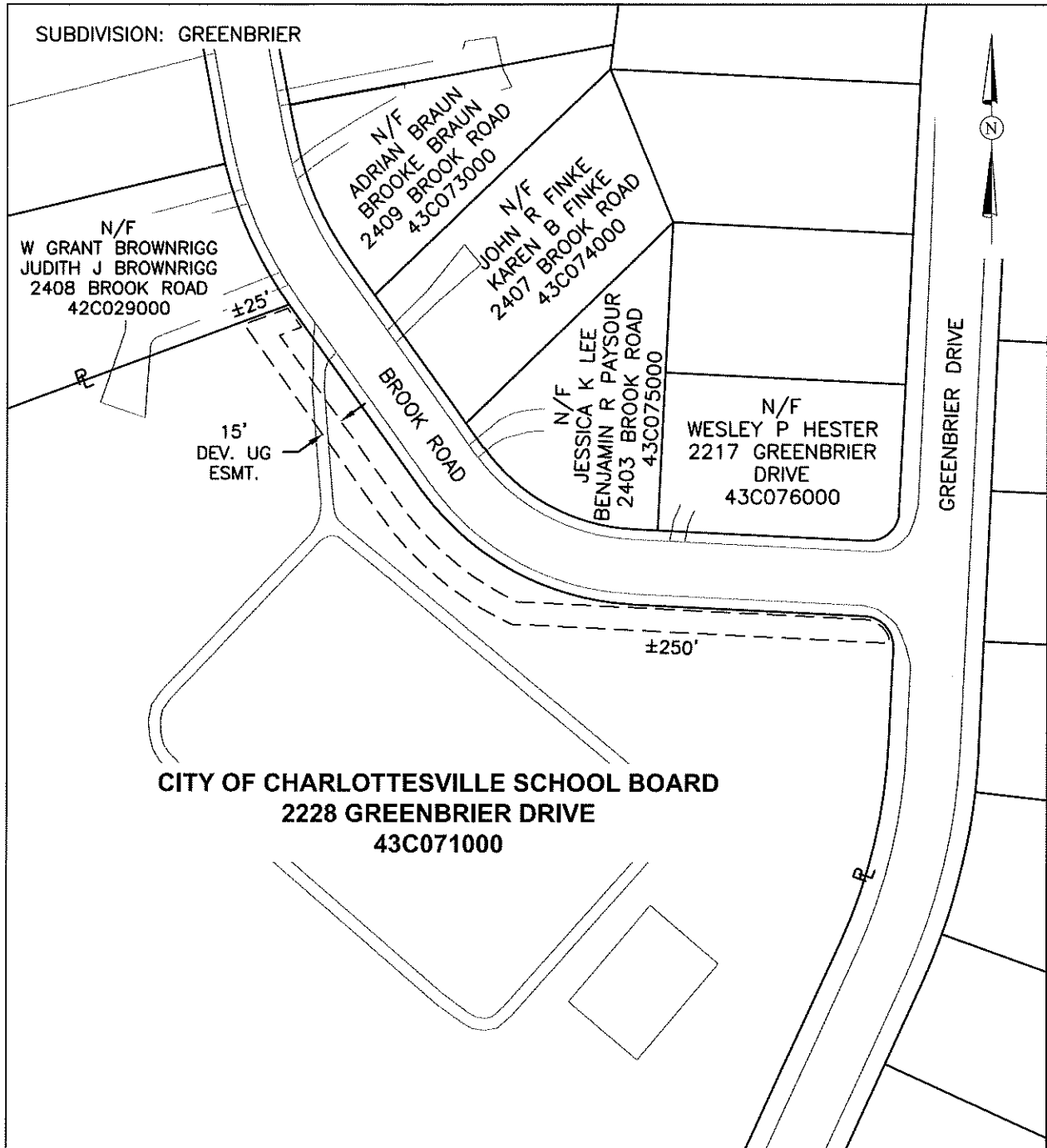
Virginia Notary Reg. No. _____


My Commission Expires: _____

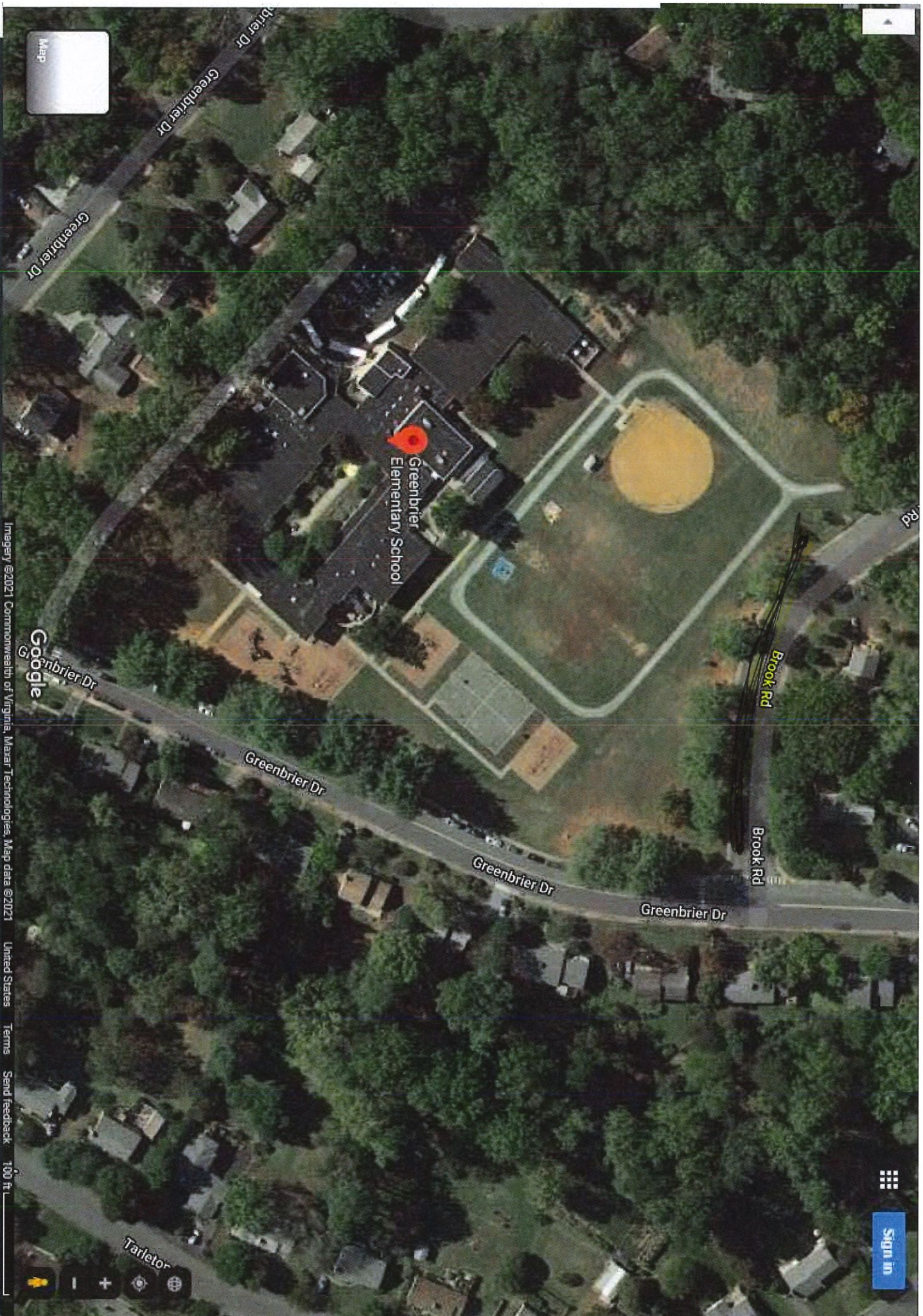
(Page 4 of 5 Pages)

ROW No(s)13-20-0378

(Notary Seal Here)



LEGEND - - - Location of Boundary Lines of Right-of-Way 15' in Width.  Indicates Property Line is Right-of-Way Boundary 15' in Width. N/F Now or Formerly *NOTE: Location of underground cable as installed will determine the centerline of the easement.	District Charlottesville	PLAT TO ACCOMPANY UG RIGHT-OF-WAY AGREEMENT	
	District-Township-Borough County-City State Walker City of Charlottesville VA	Office Plat Number North/West Region 13-20-0378	VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia
	Estimate Number Grid Number 10343165 G0027	Date By 10/07/2020 E. Jones	Page 5 of 5 OWNER INITIALS _____
	Date 10/07/2020	By E. Jones	



Greenbrier Elementary School

Imagery ©2021 Commonwealth of Virginia, Maxar Technologies, Map data ©2021

Google

United States Terms Send feedback

100 ft



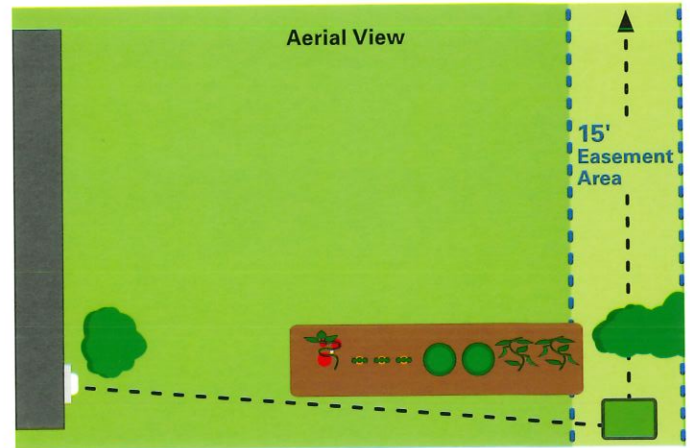
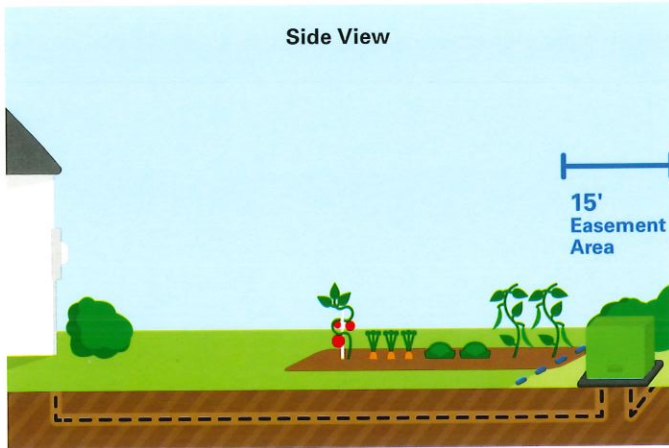
Tarleton



Sign in

Understanding Underground Easements

Illustration of Underground Installation



Conceptual example only—actual details of installation will be customized to your property which is dependent on terrain, the possible presence of phone or cable service lines, and other factors.

What is an easement?

An easement is a signed document that provides legal permission to install equipment and perform work on another person's land. Easements enable utility companies to access public or private land for specific purposes such as constructing, maintaining, repairing, and/or replacing lines and equipment. The property owner still owns the land subject to the rights granted to the utility company.

Why am I being asked to sign an easement form?

As part of Dominion Energy Virginia's Strategic Underground Program, we relocate existing overhead lines underground. Dominion Energy must obtain authorization from property owners before any work is performed on their property. The Underground Distribution Easement Agreement, that Dominion Energy asks property owner(s) to sign, grants permission to do this work.

Will I have to sign more than one easement?

When Dominion Energy partners with telephone and cable companies to place lines underground, there may be occasions where property owners need to sign more than one easement. Whenever possible, we will incorporate a joint electric and cable/telecommunications underground easement into a single document.

Will I be compensated for granting an easement?

We are not offering financial compensation for easements.

How much easement area is required?

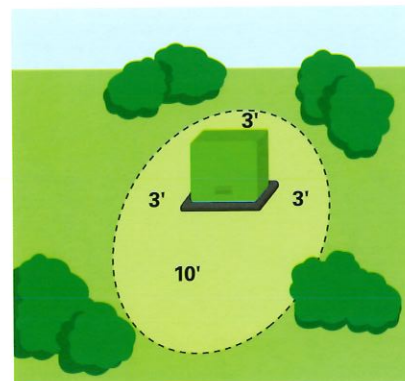
The standard underground distribution easement area is fifteen (15) feet wide. This width provides adequate space for the installation and maintenance of underground electric

equipment. A sketch depicting the proposed easement area, often referred to as a "plat," will accompany the easement agreement.

What does it mean if my property has an underground easement?

An underground easement simply gives the utility permission to perform work on your property and maintain its equipment. The property owner still retains ownership of the land. We ask you to ensure that the easement area is accessible to our equipment if repairs need to be performed.

Minimum Planting Distance



Landscaping around our equipment is permissible, within guidelines. Plantings must be at least 3' from the back and sides of the equipment and 10' from the front.

If there are underground lines on the property, remember to call 811 before you dig.



Strategic
**Underground
Program®**