



Underground Distribution Easement Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of October 11, 2018, 2018 by and between **Winston E. COSBY** ("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 non-exclusive easement on the property described herein, for the distribution and transmission of electricity and internal communications related thereto (the "Easement") which shall include the right to lay, construct, operate and maintain one or more lines of underground conduits and cables and the right to install, operate and maintain certain aboveground facilities associated with the underground electric distribution system.
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 Williamsburg, Virginia, as more fully described on Plat Number 17-18-2133 (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 and after recording return to: TEAM FISHEL, 130 RESEARCH DRIVE, HAMPTON, VA 23666

DVPIDNo(s). 17-18-2133

PIN: 436-01-00-003

Page: 1 of 3

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:

Winston E Cosby (SEAL)
Winston E. Cosby

State of VIRGINIA

City/County of WILLIAMSBURG

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2018,

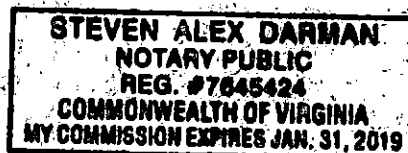
By Winston E. Cosby.

STEVEN ALEX DARMAN
Notary Public (Print Name)

Steven Alex Darman
Notary Public (Signature)

Virginia Notary Reg. No. 7645424

My Commission Expires JAN. 31, 2019



INSTRUMENT 186324
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
NOVEMBER 13, 2018 AT 01:25 PM
MONA A. FOLEY, CLERK
RECORDED BY: EEO



N/F:
 JULIET O. WRIGHT
 805 N HENRY ST
 LEGAL: KATHERINE CIRCLE LOT 2
 PARCEL ID: 436-01-00-002

POLE #BG36 LT
 FOR REFERENCE

15'X15'

N. HENRY ST

OWNED BY:
 WINSTON E. COSBY
 801 N HENRY ST
 LEGAL: KATHERINE CIRCLE LOT 3
 PARCEL ID: 436-01-00-003

W. E. C.
 OWNERS
 INITIALS

DUNNING ST

SUBDIVISION: KATHERINE CIRCLE

NOTE: LOCATION OF UNDERGROUND
 CABLE AS INSTALLED WILL DETERMINE THE
 CENTERLINE OF THE EASEMENT

LEGEND

- - - - Location of Boundary Lines of Right-of-Way
 15' in Width.
- - P - - Indicates Property Line is Right-of-Way
 Boundary
 15' in Width.

Plat to Accompany Right-of-Way Agreement		
VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia UG		
District WILLIAMSBURG		
District-Township-Borough WILLIAMSBURG	County-City WILLIAMSBURG	State VA
Office EASTERN	Plat Number 17-18-2133	
Estimate Number 10212859	Grid Number M1937	
Date 09/21/2018	By G.SMITH	