

(70018797



### Underground Distribution Easement Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of September 14, 2017 by and between **Patrick J. PRIESTER and Ella May PRIESTER** ("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 James City, Virginia, as more fully described on Plat Number 17-17-1856 (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.

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:

Patrick J. Priester (SEAL)  
Patrick J. Priester

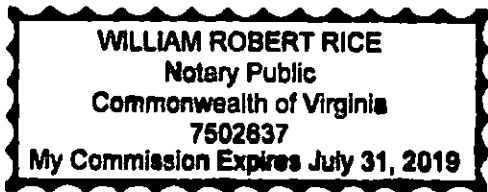
Ella May Priester (SEAL)  
Ella May Priester

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

State of Virginia

City/County of James City



The foregoing instrument was acknowledged before me this 11 day of September, 2017,

by Patrick J. Priester and Ella May Priester.  
(Person/s Signing)

William Robert Rice  
Notary Public (Print Name)

William Robert Rice  
Notary Public (Signature)

Virginia Notary Reg. No. 7502637

My Commission Expires 7/31/19

**PLAT ATTACHED**

INSTRUMENT 170018797  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
September 26, 2017 AT 12:02 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: EEO



OWNED BY:  
 PATRICK JAMES PRIESTER &  
 ELLA MAY PRIESTER  
 134 THOMPSON LANE  
 GPIN: 3620100020

N/F

N/F

OWNERS  
 INITIALS

N/F:  
 WILLIAM L. ASBURY &  
 JUDY A. ASBURY  
 GPIN: 3620100057

N/F:  
 MARY THERESA HILL &  
 TEDDIE LYNNE DEMPSEY,  
 FORMELY KNOWN AS  
 TEDDIE LYNNE HILL  
 GPIN: 3620100023A

N/F:  
 KENNETH HILL &  
 MARGARET HILL  
 GPIN: 3620100028

±60' 10'

SUBDIVISION: THOMPSON LANE

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

**LEGEND**

- Location of Boundary Lines of Right-of-Way  
10' in Width.
- |--- Indicates Property Line is Right-of-Way  
Boundary  
10' in Width.

<b>Plat to Accompany Right-of-Way Agreement</b>			
VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Virginia Power UG</b>			
District WILLIAMSBURG			
District-Township-Borough JAMES CITY	County-City JAMES CITY	State VA	
Office EASTERN REGION		Plat Number 17-17-1856	
Estimate Number 7693243		Grid Number M1637	
Date 08/25/2017		By G.HAYNES	