



Underground Distribution Easement Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of June 12, 2025 by and between Zachary WEINERSMITH, Kelly Lynne WEINERSMITH, Martin WEINER, JR., and Shannon WEINER ("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 Albemarle County, Virginia, as more fully described on Plat Number 13-24-0591 (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: Stantec Consulting Services Inc., 1011 Boulder Springs Drive, Suite 225, Richmond, VA 23225

DEVIDNo(s). 13-24-0591

Tax Map No. 01900-00-00-00100 and 01900-00-00-00400

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:

Zachary Weinersmith

Kelly Lynne Weinersmith

ZACH WEINERSMITH

Kelly Weinersmith

State of VIRGINIA

City/County of ALBEMARLE

The foregoing instrument was acknowledged before me, ☒ In Person, ☐ Remote Notarization on this

12 day of JUNE, 2025, by, Zachary Weinersmith and Kelly Lynne Weinersmith.

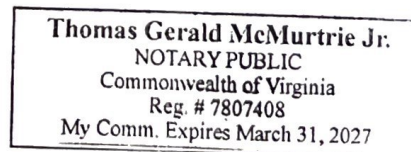
(Name/s of Grantor/s Signing)

THOMAS GERALD MCMURTRIE JR
Notary Public (Print Name)

Thomas Gerald McMurtrie Jr
Notary Public (Signature)

Virginia Notary Registration No. 7807408

My Commission Expires 3/31/2027



(Affix Notary Seal Above Line)

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WITNESS the following signatures and seals:


Martin Weiner, Jr.


Shannon Weiner

MARTIN WEINER

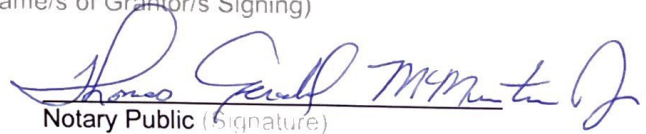
Shannon Weiner

State of VIRGINIA

City/County of ALBEMARLE

The foregoing instrument was acknowledged before me ☒ In Person, ☐ Remote Notarization on this
12 day of JUNE, 2025, by, Martin Weiner, Jr., and Shannon Weiner.
(Name/s of Grantor/s Signing)

THOMAS GERALD MCMURTRIE JR
Notary Public (Print Name)


Notary Public (Signature)

Virginia Notary Registration No. 7807408

My Commission Expires 3/31/2027

Thomas Gerald McMurtrie Jr.
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7807408
My Comm. Expires March 31, 2027

(Affix Notary Seal Above Line)



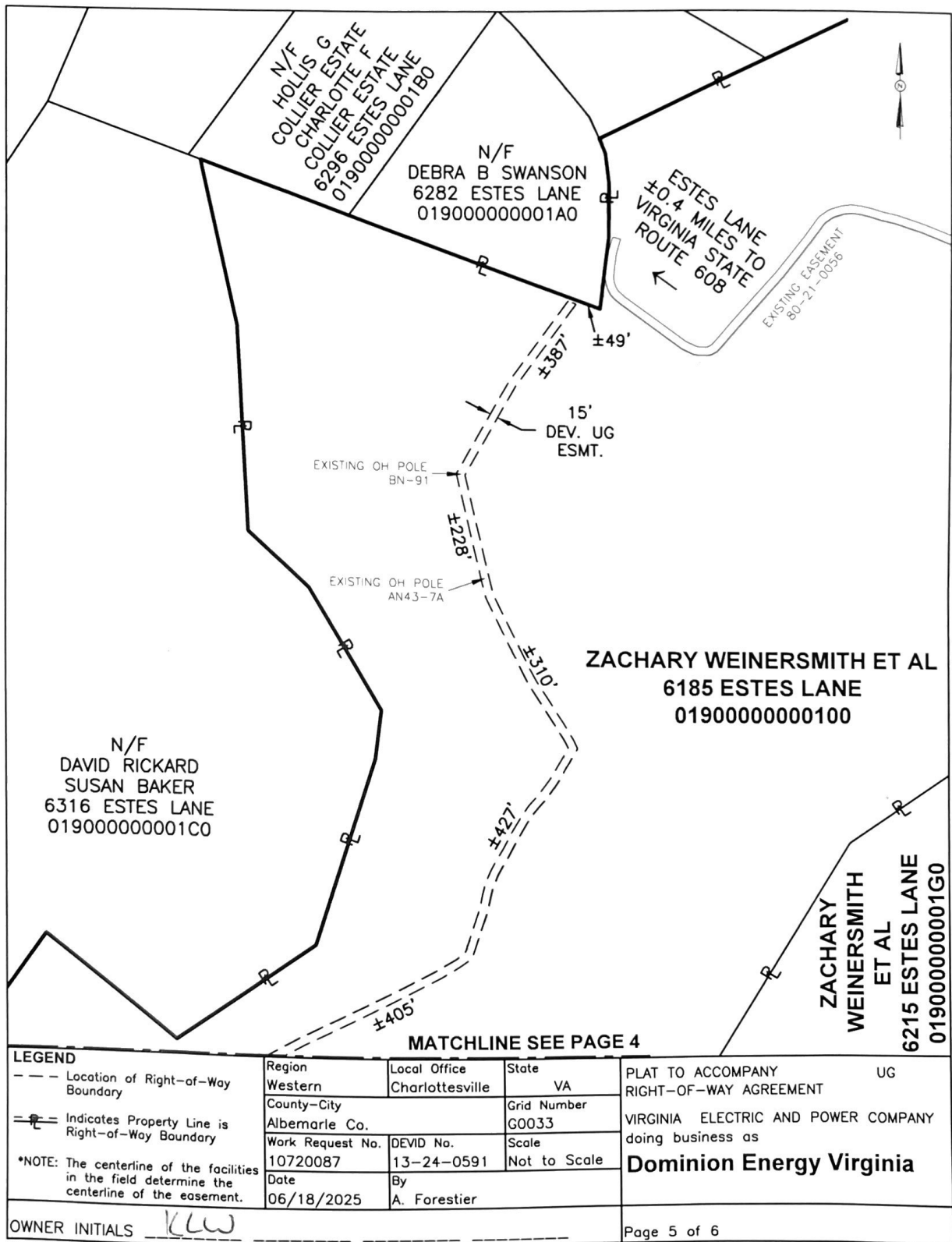
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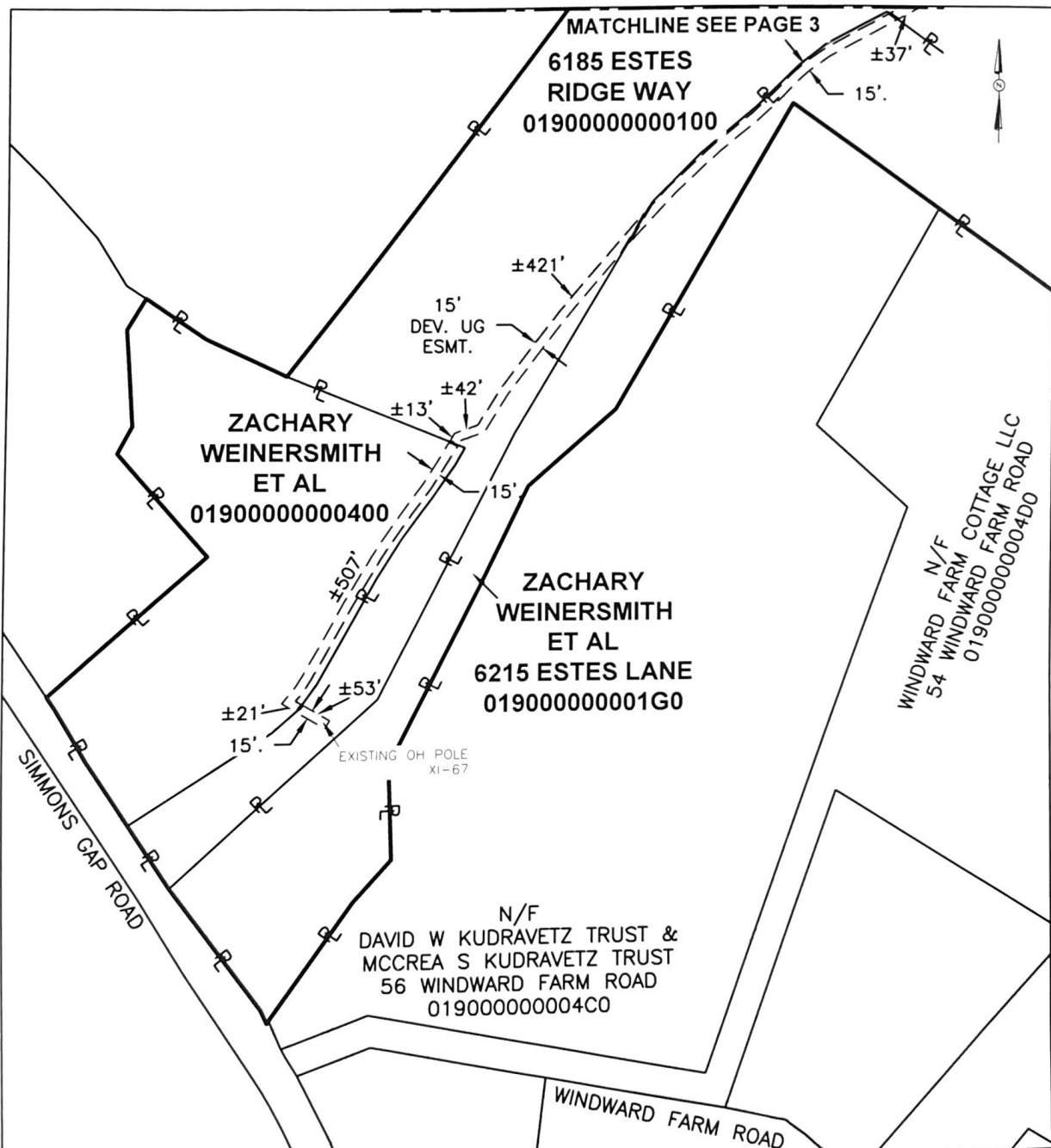
EXHIBIT "A"

This Exhibit A shall be attached to and made a part of the Underground Distribution Easement Agreement dated June 12, 2025, by and between Zachary WEINERSMITH, Kelly Lynne WEINERSMITH, Martin WEINER, JR and Shannon WEINER, ("GRANTORS"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("GRANTEE"), the following terms and conditions are incorporated therein:

This conveyance is subject to all terms and conditions of an open-space deed of easement recorded at Albemarle County Deed Book 3525, Page 348, which is binding upon all successors in interest in the Property in perpetuity.

Under the terms of that easement, the following may be constructed, installed, located or placed, provided they are otherwise consistent with that easement: (a) driveways and other improvements and facilities customary and related to the use of a single parcel; and (b) improvements and facilities related to a land division including, but not limited to, public streets or private roads, and drainage and other utility facilities required by the County.





LEGEND --- Location of Right-of-Way Boundary =P= Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determine the centerline of the easement.	Region Western	Local Office Charlottesville	State VA	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia
	County-City Albemarle Co.		Grid Number G0033	
	Work Request No. 10720087	DEVID No. 13-24-0591	Scale Not to Scale	
	Date 06/18/2025	By A. Forestier		
OWNER INITIALS <u>[Signature]</u>				Page 6 of 6