

**Virginia State Corporation Commission
eFiling CASE Document Cover Sheet**

240820246

Case Number (if already assigned)	PUR-2024-00032
Case Name (if known)	Application of Virginia Electric and Power Company for approval and certification of electric transmission facilities: 500-230 kV Aspen Substation, 500 kV Aspen-Goose Creek Line #5002, 500 kV and 230 kV Aspen-Golden Lines #5001 and #2333, 500-230 kV
Document Type	EXTE
Document Description Summary	Pre-Filed Witness Testimony of Curtis Hall on behalf of Allan Myers VA, Inc.

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August 13, 2024

Via Electronic Filing

Hon. Bernard J. Logan, Clerk
State Corporation Commission
Document Control Center
Tyler Building, 1st Floor
P.O. Box 1197
Richmond, VA 23218

Re: Application of Virginia Electric and Power Company for Approval and Certification of Electric Transmission Facilities: 500-230 kV Aspen Substation, 500 kV Aspen-Goose Creek Line #5002, 500 kV and 230 kV Aspen-Golden Lines #5001 and #2333, 500-230 kV Golden Substation and Lines #2081/#2150 Loop - Case No. PUR-2024-00032; and 230 kV ApolloTwin Creek Lines, and Twin Creeks, Sycolin Creek, Starlight, Lunar, and Apollo Substations - Case No. PUR-2024-00044

Dear Mr. Logan:

Enclosed please find the Pre-filed Witness Testimony of Curtis Hall filed on behalf of Allan Myers VA, Inc., which has been filed and served electronically.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Sincerely,

WALSH, COLUCCI,
LUBELEY & WALSH, P.C.

Michael J. Coughlin

cc: Service List

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CASE NO. PUR-2024-00032 AND PUR-2024-00044
SUMMARY OF TESTIMONY OF CURTIS HALL
ON BEHALF OF ALLAN MEYERS VA, INC.

The purpose of my testimony is to present the effects of the various routes proposed by Virginia Electric and Power Company on property owned by Allan Myers VA, Inc. ("Allan Myers") as well as Allan Myers' position on the various routes.

If the Aspen-Golden 500-230 kV Route were approved, Allan Myers would be negatively impacted as it would be unable to construct a 3,500 square foot laboratory/maintenance/office building on its property as planned.

Allan Myers requests that the Hearing Examiner's report recommend that Virginia Electric and Power Company modify its route so that the laboratory/maintenance/office building can be constructed in the location proposed, and it requests that the Commission follow such a recommendation.

WITNESS TESTIMONY
OF CURTIS HALL
ON BEHALF OF
ALLAN MYERS VA, INC.
BEFORE THE
STATE CORPORATION COMMISSION OF VIRGINIA
CASE NO. PUR-2024-00032 AND PUR-2024-00044

- 1 Q. What is your name and where do you work?
- 2 A. My name is Curtis Hall, and I am Senior Vice President of Asphalt and Paving at Allan
3 Myers VA, Inc. ("Allan Myers").
- 4 Q. What property does Allan Myers own that is impacted by certain routes proposed by
5 Dominion in this matter?
- 6 A. Allan Myers is the owner of approximately 10 acres located at 42050 Cochran Mill Road,
7 Leesburg, Virginia 20175, GPIN No. 150-17-2358 (the "Property").
- 8 Q. Which routes impact the Property?
- 9 A. The Aspen-Golden 500-230 kV Route runs through the southern-most portion of the
10 Property and continues south east along the Cochran Mill Road frontage. In total, two
11 structures are designated to be located on the property as depicted in **Exhibit 1**.
- 12 Q. What is the current use of the Property?
- 13 A. There is an operating asphalt plant on the Property.
- 14 Q. Does Allan Myers have any plans to further improve the Property?
- 15 A. Yes, Allan Myers intends to construct a 3,500 square foot laboratory/maintenance/office
16 building to serve as an administrative office for the plant. Allan Myers has retained
17 Dewberry Engineers, Inc. to assist in the creation of development concepts. Attached as
18 **Exhibit 2** is one of the concept plans which depicts the maintenance/office building within
19 the area of the proposed transmission lines for the Aspen-Golden 500-230 kV Route.

20 Q. Why didn't Allan Myers develop a plan for the laboratory/maintenance/office building
21 earlier?

22 A. Allan Myers and its affiliates own 21 asphalt plants throughout the eastern United States.
23 11 of those plants have laboratory/maintenance/office buildings similar to the one proposed
24 for the Property. We planned to add the laboratory/maintenance/office building to this
25 Property approximately 2-3 years from now.

26 Q. How would the Aspen-Golden 500-230 kV Route impact this development concept?

27 A. Allan Myers would be unable to construct the laboratory/maintenance/office building on
28 the Property. The proposed location is within the 150' right of way for the Aspen-Golden
29 500-230 kV Route. Per Dominion's right of way guidelines and the right of way agreement
30 Dominion intends to use in this case, no structures are permitted within the right-of-way.
31 Relocation of the laboratory/maintenance/office building elsewhere on the Property is not
32 possible without sacrificing milling storage area for the plant or negatively impacting
33 current operations, such as loader and truck routes. Dominion's Guidelines for Use of Real
34 Estate Encumbered by Electric Transmission Rights of Way and its Transmission Right of
35 Way Agreement are attached as **Exhibits 3 and 4**, respectively.

36 Q. Does Allan Myer's object to the Aspen-Golden 500-230 kV Route?

37 A. Yes, Allan Myers objects to this route as it would negatively impact Allan Myer's ability
38 to construct the envisioned laboratory/maintenance/office building on the Property.

39 Q. What relief is Allan Myers requesting in this case?

40 A. Allan Myers is requesting that Dominion modify its route so that the
41 laboratory/maintenance/office building can be constructed in the location proposed.

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2024, I e-filed the foregoing with the State Corporation Commission and a true and accurate copy of the foregoing was e-mailed to the following:

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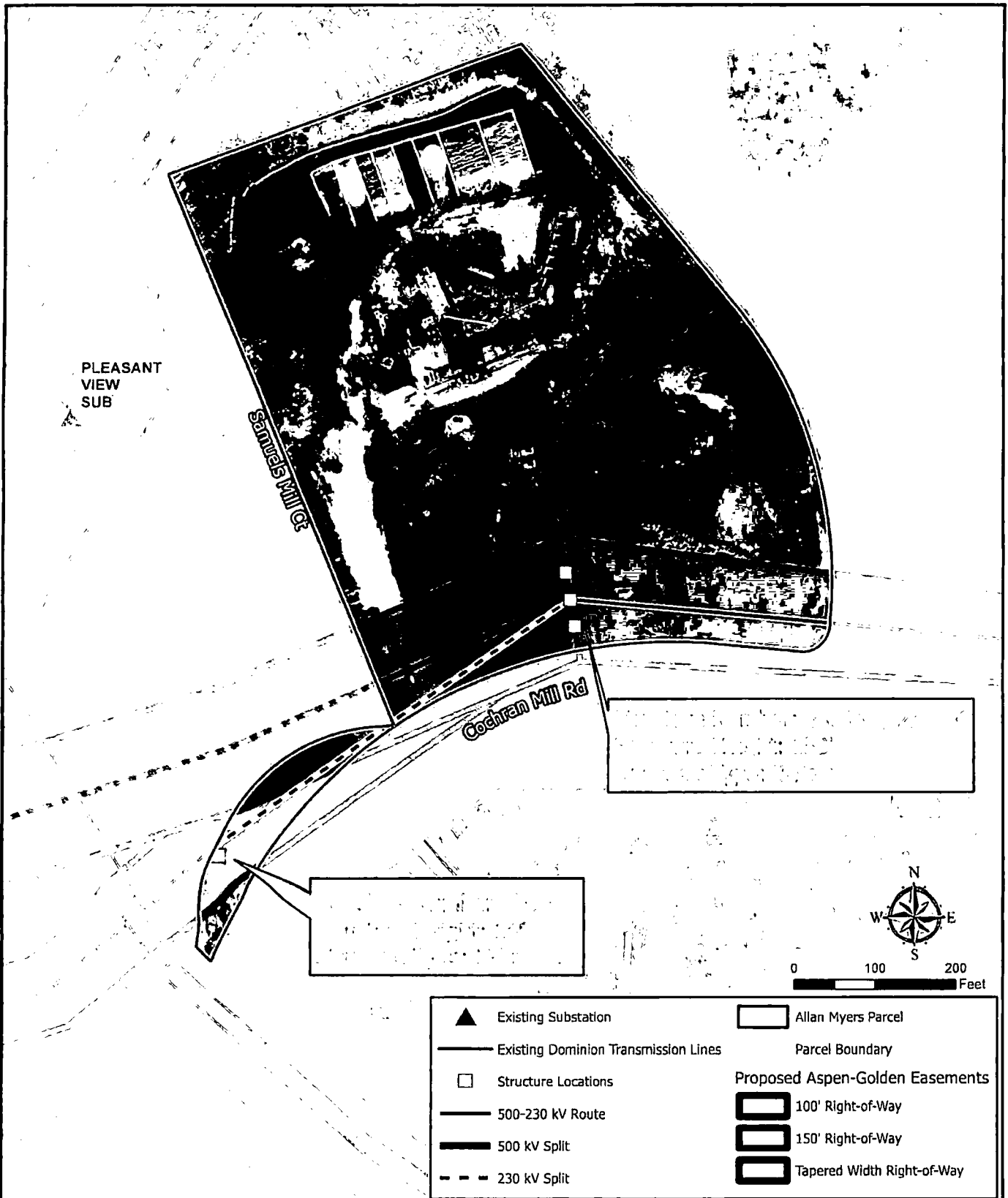
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**Attachment 1 – Depiction of Proposed Route, Right-of-Way,
 and Structures on Subject Property**
Discovery Requests Nos. 3 and 5 of Allen Myers VA, Inc. First Interrogatories
Aspen-Golden 500-230 kV Electric Transmission Project
 Dominion Energy Virginia
 Loudoun County, Virginia



EXHIBIT

103 John of Ford Road
Cape May
New Jersey 08204

LOUDOUN COUNTY
ASPHALT OFFICE
RELOCATION

10/15/2017 17:20:17
10/15/2017 17:20:17

SCALE: 1"=30'

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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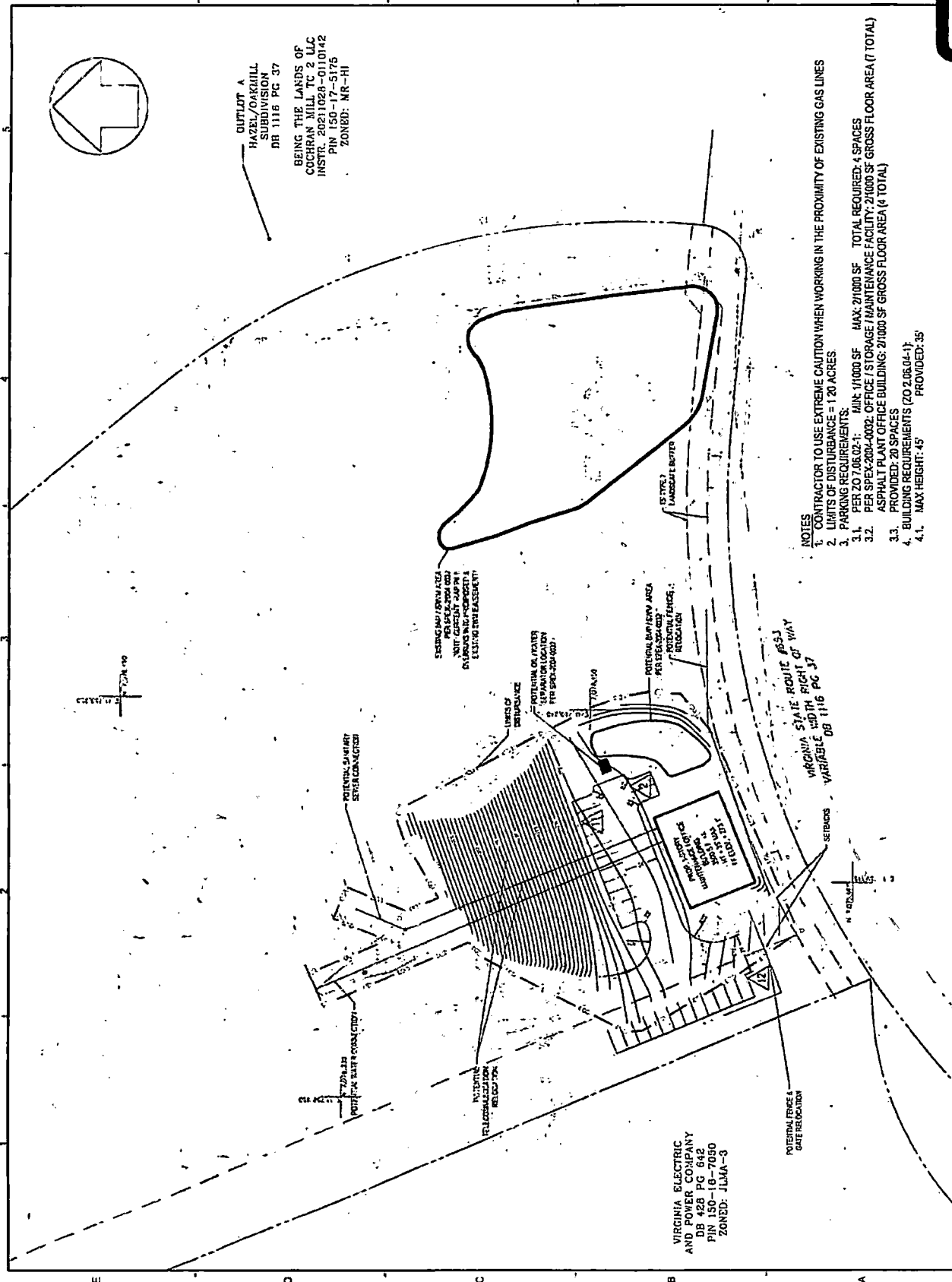
**CONCEPT PLAN
OPTION 2**

0-117069 50:2943

EXHIBIT

50/998

942472662



- NOTES
1. CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING IN THE PROXIMITY OF EXISTING GAS LINES
 2. LIMITS OF DISTURBANCE = 120 ACRES.
 3. PARKING REQUIREMENTS:
 - 3.1. PER 20' 0.62-1): MIN: 111000 SF MAX: 211000 SF TOTAL REQUIRED: 4 SPACES
 - 3.2. PER SPEC 2040-4032, OFFICE / STORAGE / MAINTENANCE FACILITY: 21000 SF GROSS FLOOR AREA (7 TOTAL)
 - 3.3. ASPHALT PLANT OFFICE BUILDING: 21000 SF GROSS FLOOR AREA (4 TOTAL)
 4. BUILDING REQUIREMENTS (20' 0.62-1):
 - 4.1. MAX HEIGHT: 45'
 - 4.1. MAX HEIGHT: 45'

**DOMINION ENERGY VIRGINIA/DOMINION ENERGY NORTH CAROLINA
GUIDELINES FOR USE OF REAL ESTATE ENCUMBERED
BY ELECTRIC TRANSMISSION RIGHTS OF WAY**

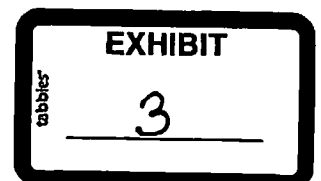
Revised March 19, 2020

The purpose of these Guidelines is to inform property owners and developers about the "do's and don'ts" in and around electric transmission easements. Easements (also called rights of way) allow power companies to use another property owner's property to construct, operate, and maintain electric power facilities. Easements are generally created by agreements or condemnation orders, which are recorded in the chain of title to the real estate affected by the easements. These documents also usually provide the easement owner with additional rights to access the primary easement and to cut danger trees that are located outside of the right of way.

Landowners generally can continue to use their property in the right of way if the use is compatible with the purpose of the easement. Incompatible uses in the right of way constitute encroachments. An encroachment can be either an improvement on, or incompatible use of, the right of way.

Most easements do not expire and are perpetual in duration. As such, when property is sold and conveyed to another, the easements remain in effect and are binding on the new owner. Each easement agreement or condemnation order provides its own specific terms and conditions. These documents must be reviewed carefully to determine the exact rights and obligations of the landowner and easement holder.

These Guidelines are intended to provide general guidance to landowners for what may or may not be allowed in electric transmission rights of way. These Guidelines are advisory only and do not constitute policies or procedures with respect to right of way matters. These Guidelines do not expand, restrict or otherwise modify either (i) the terms and conditions of recorded easement documents or (ii) the respective rights of Dominion Energy Virginia/Dominion Energy North Carolina or the landowner. As Guidelines, this document provides general information only. Each specific electric transmission easement activity must be evaluated on a case-by-case basis, taking into account, among other things, the terms and conditions of the documents creating the easement, the unique characteristics of the real estate encumbered by the easement, the type of facilities installed on the easement, the future need to install additional facilities on the easement given the ever-changing demand for electricity, certain legal requirements, and other factors that may not be set forth in these Guidelines. Finally, these Guidelines are subject to change without advance notice.



Definitions

For the purposes of these Guidelines, the terms below have the following meanings:

Company – Virginia Electric and Power Company which does business in Virginia as Dominion Energy Virginia and does business in North Carolina as Dominion Energy North Carolina.

Consent Agreement – a written agreement by and between the Company and a landowner or other party that sets forth the Company's permission for an Encroachment to be placed or remain on an Easement. In most circumstances, the Consent Agreement is the equivalent of a license that is revocable by the Company. In most circumstances, the Consent Agreement is nontransferable.

Distribution Lines – lower voltage power lines that conduct electricity from a substation to a Company customer.

Easement – a landowner grants certain rights to use property to another person or entity through an Easement. An Easement is a legal interest in real property that grants the right to use in some specified manner the property of another. Easements are also sometimes referred to as rights of way.

Encroachment – an activity or improvement on the Easement that constitutes a violation of the Easement agreement, condemnation order, or other document creating the Easement. In the case of a prescriptive easement, an "Encroachment" is an activity or improvement on the Easement that interferes with the Easement holder's right to use the Easement.

Facilities – any and all equipment and improvements installed by the Company on an Easement including, by way of example and not limitation, lines, poles, structures, guys, anchors, and counterpoise.

Primary Easement – the Primary Easement for most Company rights of way is the actual designated area of real estate on which Facilities can be constructed (for example, a 150-foot Right of Way).

Requestor – a person or entity requesting a Consent Agreement from the Company.

Right of Way – the term "Right of Way" as used in these Guidelines is interchangeable with the term "Easement."

Secondary Easement – an Easement needed to accomplish the intended purpose of the Primary Easement. With regard to electric transmission rights of way, two important Secondary Easements are (a) the right of general access to and over the landowner's land to access the Primary Easement and (b) the right to cut danger trees outside the Primary Easement. Note that these Secondary Easements are not generally limited to a certain designated area on the landowners' property. Instead, the Secondary Easements are undesignated areas.

Transmission Lines – higher voltage power lines that transmit electricity from a power plant that produces or generates electricity to a substation and power lines that transmit electricity between substations. In some limited circumstances, a transmission line may transmit electricity between a substation and an end-user.

Transmission Easement – an Easement where Transmission Lines are constructed or may be constructed in the future. Note that a Transmission Easement may also include Distribution Lines.

Application to Electric Transmission Rights of Way Only

These Guidelines only apply to electric Transmission Easements. For questions regarding Easements pertaining to Distribution Lines, please contact the Supervisor of Electric Distribution Right of Way, 600 Canal Place, Richmond, Virginia 23219.

Purpose of Electric Transmission Rights of Way

The Company acquires electric transmission Rights of Way to transmit electricity from its power stations to its substations, to transmit electricity between substations, and to transmit electricity from its substations to some of its larger customers. Electric transmission Rights of Way, when connected together, become part of the national electric transmission network. In monitoring activity on its Rights of Way, the Company must consider its current needs to supply its customers with electricity. In addition, the Company must consider its customers' future needs, which may require additional Facilities be constructed within the Rights of Way. Consideration must be made for requirements 50 to 100 years in the future and beyond.

The Company is tasked with the obligation of providing safe and reliable electricity to customers in its service area. Electricity is needed not only for the comfort and convenience of customers, but also for the customers' welfare, health, and safety. Similarly, the Company must plan for the worst of weather conditions (hurricanes, nor'easters, ice storms, blizzards, and tornadoes) and man-made events (whether accidental or intentional). Succinctly stated, the Company cannot simply plan for a beautiful day in May with temperatures in the mid-70s. In determining whether a use or improvement is an Encroachment, the Company must determine whether the Encroachment will impair the Company's ability to provide electric service in the worst of conditions.

In addition, the Company must preserve and protect its Rights of Way to ensure that they are able to effectively and efficiently access its Easements for the purpose of construction, operation, maintenance and repair of the Facilities. Any Encroachment that interferes with the Company's Easement rights must be removed immediately.

Notice of Right of Way

Buyers of real estate can have notice of Rights of Way by several methods. First, buyers should inspect the property before buying it to determine whether an electric Transmission

Easement affects the property. If electric Facilities are located on the property that you are interested in, it is highly likely that the Company has Easement rights across the property. Second, buyers of real estate should have a title search performed on the property that they are purchasing. Proper title searches and surveys can better assist you in determining whether an electric transmission Right of Way affects the subject property and, if so, where the Easement is actually located. While a title search of the property is highly recommended, some Easement documents are recorded well outside the time period normally covered by a regular title search. Consequently, just because the Easement document is not reflected in your owner's title insurance policy does not mean that the Easement does not exist.

In light of the above, and because each of these methods of acquiring notice of a Right of Way have limitations, perspective real estate purchasers should both personally inspect the property and have a title search performed. For example, a mere inspection of the property may not reveal an unoccupied Easement, meaning that a legal Easement has been recorded in the chain of title, but electric Facilities have not yet been constructed upon the Easement or the entire width of the Right of Way has not been cleared. An inspection of the property may also not reveal an Easement providing rights for underground electric Facilities. As for title searches, a title search may not reveal that the Company has acquired certain prescriptive Easement rights, meaning that an Easement document was never recorded, but the Company has had Facilities on the property for a sufficiently long period of time to acquire Easement rights.

Easements can have a significant impact on the landowner's plans to use the property in question. The landowner must, therefore, be aware of whether an Easement encumbers the landowner's property and, if so, what restrictions apply to the landowner's use of the property covered by the Easement.

Right of Way Maintenance

Once an electric power line is installed on an Easement, the Company must keep the line free from outages and interruptions due to contact with vegetation, trees, or other objects. Vegetation management methods include clear cutting or total removal of trees and vegetation, trimming, and herbicide spraying. It is important to note that most Easements allow the Company to cut trees and limbs outside of the Primary Easement area where the trees or limbs might endanger the power lines or other electrical Facilities.

Encroachments

Whether a use of, or improvement to, the Primary Easement area constitutes an Encroachment is determined by numerous factors, including by way of example but not limitation, the following:

- The terms and conditions of the document establishing the Easement;
- The unique characteristics of the real estate encumbered by the Easement;
- The types of Facilities installed on the Easement;
- The Company's specific needs for the Easement; and

- Certain legal requirements.

No Buildings or Structures

Most Easement documents specifically prohibit any buildings or structures in the Right of Way. If this specific requirement is contained in an Easement document, the Company will strictly enforce this prohibition. Even if the Easement document does not contain a specific prohibition of buildings or structures in the Right of Way, however, most of the time such buildings or structures will interfere with the Company's rights and therefore will be implicitly prohibited.

Consent Agreements

Before a landowner makes any change to the topography of, or constructs any improvements on, an Easement, the property owner must request permission from the Company. The Company will then review the pertinent Easement documents as well as operational and legal requirements. If permission is granted by the Company, the Company will issue **through its Electric Transmission Rights of Way Management Representatives in writing** a Consent Agreement, which will contain certain conditions by which the Encroachment will be allowed to take place or remain on the Right of Way. **The Company does not issue verbal consents and any claim of a verbal consent will not be honored by the Company. No other department within the Company has authority to issue a written Consent Agreement other than Electric Transmission Rights of Way Management.** Generally, Consent Agreements are not transferrable and are revocable at the sole discretion of the Company.

Local Permits Are Not a Substitute for a Consent Agreement

In most localities, before you can construct a building or structure, you have to obtain a building permit and certain projects may require zoning and site plan approvals. Generally, local permits are designed to make sure that the building/structure does not violate building code requirements and that the development is in compliance with the local zoning ordinance. **The issuance of building or zoning permits by a local government does not serve as a Consent Agreement.** Before developing/constructing within an Easement, in addition to any local government permits, you must obtain a Consent Agreement from the Company. Even in those situations where a local permit has been issued for a project and a final certificate of occupancy has been issued by locality, if the building or structure is located in a Right of Way the Company has the legal right to require that the building or structure be removed from the Right of Way.

Compliance with National Electrical Safety Code

All uses within an Easement must comply with the National Electrical Safety Code (NESC). The NESC specifies minimum horizontal and vertical clearance requirements for overhead lines. These clearance requirements are mandatory. In addition, the Company abides by its own clearance criteria, which set of standards is stricter than the NESC. These heightened

requirements are intended to provide the Company with an additional safety buffer to ensure NESC compliance.

Note that a use or improvement in the Right of Way does not have to be an NESC violation to constitute an Encroachment. However, all NESC violations within the Right of Way are Encroachments and must be corrected or removed immediately.

Overhead High Voltage Line Safety Act

Virginia's Overhead High Voltage Line Safety Act, which is found at Virginia Code § 59.1-406 et seq., mandates by law certain safety requirements that must be followed when working near overhead power lines in excess of 600 volts. Among other things, contractors and other individuals must call Dominion Energy at 1-866-DOM-HELP (1-866-366-4357) before working near these lines and allow the proper safety arrangements to be put into place before commencing work. More information regarding Virginia's Overhead High Voltage Line Safety Act can be found at the following link:

<https://www.dominionenergy.com/safety/contractors/overhead-high-voltage-line-safety-act>.

Compliance with all Other Applicable Laws

Note that any activity or improvement in the Right of Way must also comply with all other applicable laws, including by way of example and not limitation, (a) laws and regulations promulgated by the Occupational Safety and Health Administration, (b) the National Electrical Code, (c) building codes, (d) zoning ordinances, and (e) Erosion and Sediment control regulations .

Encroachment Requests that Generally will be Denied for a Consent Agreement

The following types of Encroachments will generally be denied by the Rights of Way Management of the Company:

- Buildings, building extensions, building additions, or any portion of a building. By way of example and not limitation, the following items generally will not be approved: homes, offices, garages, barns, sheds, roof overhangs, gutters, balconies, decks, porches, and covered patios;
- Playground equipment;
- Dumpsters and trash receptacles;
- Debris, scrap or waste materials, fill, spoil material, stumps, large boulders, concrete debris, asphalt debris, and construction debris;
- Building materials;
- Swimming pools, wells, septic tanks, drain fields (to include engineered systems), fuel tanks, and propane tanks;
- HVAC units;
- Satellite dishes and television antennas;

- Stored trailers, motor homes/recreational vehicles (RV's), and inoperable vehicles;
- Most watercraft;
- Any type of fire or burning;
- Solar panels;
- Sprinkler systems (excluding drip systems);
- Fire hydrants;
- Retaining walls;
- Storm water ponds, BMP's, retention ponds, or any man-made pond; and
- Burial sites, family plots, and cemeteries.

Construction Plans to be Submitted for Consent Agreement Requests

A Requestor shall submit prior to installing, modifying, or removing any Encroachment, construction plans that provide sufficient information and detail for the Company to make an informed decision with regard to a request for a Consent Agreement. The detail and comprehensiveness of the construction plan will be commensurate with the type of encroachment. However, at a minimum, such construction plan must include the following:

1. A detailed description of the Encroachment;
2. A summary of all construction activities;
3. The location of the proposed Encroachment in relation to Dominion Energy's Facilities, e.g. proximity of Encroachment to existing towers/poles, as well as the location where the construction activity will occur as depicted on a site plan, survey or other acceptable drawing;
4. A description of the types and locations of all temporary staging areas;
5. A description of the equipment to be used during the construction, modification, or removal of the Encroachment;
6. A summary of the expected maintenance required for the Encroachment; and
7. A timeline for the construction, modification, or removal activity.

Some of the Factors that will be Reviewed by the Company in Determining Whether an Encroachment may be Permitted through a Consent Agreement

When reviewing an application for a Consent Agreement, the Company may consider, among other things, the following:

- The terms and conditions of the document creating the Easement;
- The specific characteristics of the real estate encumbered by the Easement;
- The current Facilities situated within the Easement;
- The Company's future needs for the Easement, taking into account ever-changing electric demand;
- Whether the proposed Encroachment would be consistent with the reliable and safe operation and maintenance of the Facilities;
- Whether the proposed Encroachment would restrict or interfere with the Company's access to, from, over, across, or along the Right of Way;

- Whether the Encroachment would restrict the Company's design, construction, operation, or maintenance of future Facilities;
- Whether the proposed Encroachment complies with all applicable law, including the NESC and Dominion Energy's internal design criteria; and
- How the Encroachment will impact the Company's ability to access, build, repair, replace, maintain, and operate its Facilities and future Facilities under the worst of conditions, whether natural or manmade.

General Conditions Usually Included in Consent Agreements

As used in these Guidelines, the person or entity to whom a Consent Agreement is granted is referred to as a "Requestor." If the Company issues a Consent Agreement to a Requestor, the Consent Agreement will contain certain general terms and conditions with which the Requestor must comply in order to maintain the Consent Agreement. These terms and conditions are designed to protect, individuals within the easement, the electric transmission corridor, and the company's facilities. If the Requestor does not comply with the terms and conditions of the Consent Agreement, the Consent Agreement may be revoked.

Guidelines Applicable to Temporary Material Storage

A Consent Agreement for temporary material storage may be granted in a Right of Way (excluding any portion of a right of way corridor containing 500 kilovolt lines), if the following conditions are collectively satisfied:

- The material is nonflammable;
- The material is readily removable to avoid conflicts with future construction;
- The material is stored no higher than a maximum height established by the Company for the Right of Way in question;
- The material is stored at a distance determined to be safe by the Company away from the outer conductor area;
- The material, or its handling, does not create an NESC violation, a violation of the Company's internal design criteria, or any governmental laws;
- The material is not within fifty (50) feet of any electrical Facility and does not interfere with access to electrical Facilities along the Right of Way;
- Requestor agrees to remove material upon written notice by the Company, should such material interfere with future construction or maintenance work;
- The material is not household refuse, tires, appliances, brush or any other debris or waste material;
- All loose materials must be secured to prevent wind displacement;
- Fenced material storage areas must conform to Company grounding/access gate guidelines;
- Materials must be removed immediately for emergency restoration requirements;
- The designated storage area must be restored to its previous condition upon completion of its use;
- The designated storage area must be restored to its previous condition upon written

- request by the Company; and
- Any expense incurred to remove the material will be paid or reimbursed by the Requestor.

Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Guidelines Applicable to Underground Utilities Crossing Rights of Way

Underground utilities such as fiber optics, cable lines, gas lines, water lines, storm water lines and sewer lines may be permitted to cross the Rights of Way in locations approved by the Company if, among other things, the following conditions are met:

- No underground utilities shall be installed within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor;
- A minimum of thirty-six (36) inches of cover measured from the top of the pipe and/or cable to existing ground elevation is maintained;
- No blasting is allowed until a blasting plan has been provided, reviewed, and approved in writing by the Company;
- If required in writing by the Company, permanent identifying markers are placed and maintained along the pipeline directly over the pipeline where the pipeline is on the Rights of Way, at every angle in the pipeline, and at the points it enters and leaves the Rights of Way, all at the Requestor's expense;
- Pipes will be designed to support constant traffic crossings by heavy construction and maintenance equipment;
- All fire hydrants, manholes, junction boxes or valve boxes must be located outside of the Rights of Way and discharge away from the electric Facilities;
- All above-ground appurtenances such as pedestals and transformers that are related to the Encroachment must be located outside of the Rights of Way;
- Blowdown discharge valves must be located in accordance with the requirements of the U.S. Department of Transportation's Pipeline Safety Regulations. The valves should be located outside of the Rights of Way and discharge away from the electric Facilities;
- If a cathodic protection system is used to protect a pipeline, it must not cause corrosion in the Company's counterpoise or any other part of the Facilities to include any and all underground conductors; and
- The Requestor or its contractor must give the Rights of Way Management Representative at least five (5) days' notice before starting construction on the Rights of Way and pay the cost of the Company in maintaining an inspector on the job.

Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Guidelines Applicable to Signs

Signs are structures and are, therefore, generally not permitted in the right of way. Before placing any signs in the right of way, a Requestor must obtain a Consent Agreement from the Company.

Grading or Digging in Transmission Easement

The Company's Facilities in a typical Transmission Easement include underground components that are not readily apparent at the ground surface. For example, certain structure subsurface foundations flare horizontally away from the base of the above-ground portion of the structure. In addition, most transmission structures include counterpoise. Counterpoise is a type of underground cable electrode used to ground transmission-line towers and structures. It typically is a system of copper, copper coated steel or aluminum wire buried at uniform depth, consisting of several separate legs originating at the base of the structure and spreading out in a radial pattern to a distance of 50 feet or more. Ground rods and/or ground cages may also be part of this system. In addition to these underground improvements, above ground facilities are designed and built based upon existing topography and elevations. Changes in topography or elevation can pose a danger to people and property. Therefore, before grading or digging in a Transmission Easement, you should (a) contact a Rights of Way Management Representative listed at the end of these Guidelines and (b) dial 811 for the appropriate "call before you dig" center (Virginia 811 aka Miss Utility; North Carolina 811 aka NC811). When grading or digging within a Transmission Easement:

- The owner or Requestor must maintain the required Company defined clearances from the ground to the maximum sag of the line.
- The owner or Requestor must maintain a minimum island of undisturbed natural material with a radius of fifty (50) feet at the ground surface around all Facilities.
- The slope ratios (normally 3:1 or less) and transmission line access must be designated by Right of Way Management - Electric Transmission.
- An access lane (a minimum of twenty (20) feet in width) along the Rights of Way and to Company Facilities must be maintained at all times.
- If any counterpoise (ground wire buried 18 to 24 inches deep) is damaged, cut or severed, the property owner must notify the Rights of Way Management Representative immediately so necessary repairs can be made by the Company at the expense of the responsible party.
- All approved grading plans must be verified upon completion by a certified topographic survey to be submitted to the Company within 45 days.
- If it is determined that any grading was not performed as approved, then the Requestor shall be responsible for all costs involved with correcting the deviation from the approved grading requirements.

The Company's facilities are constructed to be in compliance with certain clearance requirements. The topography or elevation within a Transmission Easement should not be changed without prior written approval from the Company.

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Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Roads and Parking Lots

Roads and parking lots may be permitted under the following conditions:

- The proposed road or parking lot complies with the terms of the Easement document;
- No road or parking lot shall be within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor;
- No excavation, grading or other construction activities are permitted within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor;
- The road or parking lot does not permanently obstruct any portion of the Rights of Way;
- No road intersections are allowed within Rights of Way;
- No roundabouts are allowed within Rights of Way;
- No parallel roads (roads running substantially parallel with electric lines) are allowed in Rights of Way;
- All roads shall cross Rights of Way in such a manner that the angle between the center line of the road and the center line of the Right of Way is no less than forty-five (45) degrees and as close to ninety (90) degrees as possible;
- The proposed grade of any road or parking lot must be reviewed and approved by the Company. Clearances between the road and the electric line conductors on the Rights of Way must be adequate for the maximum conductor operating temperature (Line design will control maximum operating temperature). Where clearances are not adequate, Company Facilities may be modified or reconstructed by Company to accommodate the Encroachment provided that the Requestor assumes responsibility for the actual costs involved in such modification or reconstruction;
- The Company's consent for a road or parking lot Encroachment in no way implies that the Company will grant any future request for quitclaim of the Company's Rights of Way occupied by the approved road or parking lot; and
- The Requestor installs and maintains twenty (20) feet or more Department of Transportation standard entrance gutters and protective barriers as required by the Company at a maximum 10% grade.

Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Guidelines for Vehicles in Right of Way

Vehicles may be temporarily parked within Rights of Way provided, among other things, that:

- They do not exceed a height of 13 feet and 6 inches;

- They are parked at least fifty (50) feet from any structure, foundation, pole, transformer, equipment, guy, and anchor;
- They do not obstruct access to, from, up, down, or over the Right of Way;
- They are operable and transient in nature;
- They do not carry propane tanks, explosives or flammable cargo;
- They have current inspection decals and do not violate any local ordinances;
- The owner of the vehicle agrees to remove the parked vehicle upon written notice by the Company;
- Tanker-type trucks, buses, tractor trailers, trailers, shipping containers, recreational vehicles, and recreational trailers shall not be parked or stored on the Right of Way; and
- Such vehicle does not serve as shelter or overnight quarters for humans or animals.

Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Guidelines for Lighting Facilities

Lighting may be permitted provided, among other things, that:

- The Company approves the location and height of light fixtures;
- No lighting facilities are allowed within fifty (50) feet of the Company's Facilities;
- No lighting facilities are allowed within the conductor area;
- The lighting facilities must have their own meter base and not be connected to any residence; and
- Requestor assumes responsibility for damaged lighting fixtures installed at grade.

Additional conditions may be required given the unique characteristics of, among other things, the property, the Right of Way, and the Company's Facilities.

Guidelines for Landscaping and Other Plantings

Landowners should always be aware of how their landscaping or plantings may affect the Company's Easement rights. Landscaping or planting plans must be reviewed by the Company's forestry department. Without prior approval, any plantings are subject to removal by the Company or its contractors. In some instances, lack of prior written approval may result in the property owner being required to remove the Encroachment at their own expense. Any landscaping requested to be placed on an Easement must have a maturity height of less than ten (10) feet. Please note that ten (10) feet in height is the maximum mature height allowed; however, there may be areas within the Company's Right of Way where the mature height must be reduced to ensure proper clearance.

To maintain access to its Facilities and along the Easement, plantings are not permitted in the following locations:

- On any access lane reserved or used by the Company for vehicular travel, the location of which is identified by or designated by the Company or readily observed within the Right of Way, i.e., dirt trails. These access ways are typically twenty (20) feet in width; and
- Within a fifty (50) foot radius of a Company structure, foundation, tower, pole, transformer, equipment, guy, or anchor.

Subject to the considerations above, the planting of selected trees and shrubbery on the Right of Way may be permitted if:

- The plantings conform to the Company's current vegetation guidelines, which guidelines are available upon request;
- The landowner understands that the Company assumes no responsibility for trees, shrubs, or other landscaping planted within the Right of Way which may be damaged as a result of construction or maintenance work, including chemical control of brush; and
- The landowner shall upon notice by Company Rights of Way Management Representative or Company's Forestry Department, trim or remove shrubs or trees identified by the Company. If not so done, the Company may remove such vegetation at the landowners' expense.

Guidelines Generally Applicable to Recreational Uses

Some recreational uses are compatible with the Company's Right of Way. However, no improvements or changes to the Right of Way should be made without prior written approval from the Company. Some items that will not be allowed within a Right of Way are, by way of example and not limitation, dugouts, backstops, bleachers, stadium lighting, press boxes, scoreboards, goals, tents, and concession stands. Recreation trails on Company Rights of Way will be reviewed on a case-by-case basis. If the trail is approved by way of a Consent Agreement, some of the restrictions that may apply are:

- The Company will maintain the right to use the trails as access routes;
- The trails shall not be located within twenty-five (25) feet of any structure, foundation, pole, transformer, equipment, guy, or anchor;
- The trails shall be designed to withstand American Association of State Highway and Transportation Officials (AASHTO) designation HS20-44 wheel loadings (or ASSHTO HL93 truck loading);
- The trails may be temporarily blocked or closed for an extended period of time to permit Company-required maintenance or construction activities;
- The trails shall conform to existing grades; and
- If a trail is an access point to public transportation, it will be the Requestor's responsibility to provide a safe alternate route during any Company maintenance or construction activities.

The Company will not be responsible for any damage caused to trails when exercising its rights under its Easement documents.

Secondary Easement Rights

Landowners and developers should ensure that development of their property will not impair the Company's Secondary Easement Rights, particularly the Secondary Easement Rights of ingress and egress to a Primary Easement. For example, if the Company's Facilities are located in an area that is geographically isolated, such as on a peninsula, development of the property should not block or impair the Company's access to the Primary Easement from the nearest public or private road. In developing property, a landowner or developer should ensure that the Company has a fairly straight, level, and unobstructed access route at least twenty (20) feet in width from the nearest public or private road to the Primary Easement.

Special Consideration for Developers

The Company welcomes the opportunity to meet with developers at the initial design stage of a development to provide guidance on proper uses and improvements to Transmission Easement areas. The Company strongly encourages that such meetings occur prior to the submission of development plans to the applicable city or county. By seeking early input and approval from the Company in the design process, a developer may save substantial time and money in the long run. As an example, even if a developer obtains approvals from the local city or county for the development, such approvals do not affect the Company's ability to enforce its easement rights. For a planning meeting with the Company, please contact the individuals listed at the end of these Guidelines.

Whether or not the developer has taken advantage of a design meeting with the Company, if the development impacts a Transmission Easement, once the developer is ready to submit a final site development plan to the municipality or county in question, the developer must submit a full set of site plans or exhibits representative and compatible with a final site plan to the regional Rights of Way Management Representative to initiate an official request for Encroachment. The Rights of Way Management Representative will contact the developer when the request has been submitted for a final review. The Company understands that some minor property improvement plans will not necessitate formal site plans and, therefore, the Company will accept other drawings.

Rights of Way Management Representatives

To request a pre-development planning meeting, submit a request for Encroachment, or to otherwise pose a question regarding in an electric transmission Right of Way, please contact the following individuals:

Northern Virginia: Justin Cochran, Sr. Rights-of-Way Management Representative,
3072 Centreville Road, Herndon, VA 20171; justin.k.cochran@dominionenergy.com

Central Virginia: Tim Hindman, Sr. Rights-of-Way Management Representative,
5000 Dominion Boulevard, 3rd Floor SW, Glen Allen, VA 23060;
timothy.hindman@dominionenergy.com

Eastern Virginia or North Carolina: Melissa Jordan, Rights-of-Way Management Representative, 902 G Street, Hampton, VA 23661;
melissa.v.jordan@dominionenergy.com

Western Virginia or West Virginia: Jamie Lowry, Sr. Rights-of-Way Management Representative, 2036 Jefferson Highway, Fishersville, VA 22939;
Jamie.w.lowry@dominionenergy.com



Dominion Energy Virginia

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Transmission Right of Way Agreement (VA) – (Page 1)

After Recording Return to:
Dominion Energy Virginia
Attn: Electric Transmission Real Estate Department
5000 Dominion Blvd
Glen Allen, VA 23060

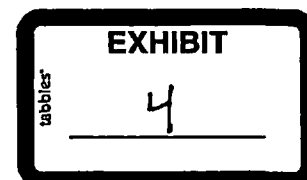
Tax Map No. _____
County _____

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 20__, between _____, a _____ limited liability company hereinafter called "GRANTOR" ("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, with General Warranty and English covenants of title, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), _____ (____) feet in width, to lay, construct, bury, operate and maintain one or more underground lines of cables and conduits, together with all above or underground wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in the _____ of _____, Virginia, as more particularly shown on Plat No(s). __, made by _____, dated _____ and entitled "_____" a _____ copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof, and make such changes, replacements, alterations, substitutions, additions





Transmission Right of Way Agreement (VA) – (Page 2)

to or extensions of the Facilities as COMPANY may from time to time deem advisable, in its sole and absolute discretion.

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind (including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment) may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect.

COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots, and undergrowth cut or uprooted by COMPANY and not disposed of by COMPANY within four (4) months after they are cut or uprooted shall be the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots, and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs, and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining, or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of



Dominion Energy Virginia

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Transmission Right of Way Agreement (VA) – (Page 3)

ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge, and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement and damages, if any, to the remainder of GRANTOR's property, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein; that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof; and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

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.

[SIGNATURE PAGES FOLLOW]



Dominion Energy Virginia

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Transmission Right of Way Agreement (VA) – (Page 4)

WITNESS the following signature(s) and seal(s).

GRANTOR:

_____(SEAL)

Print Name: _____

Title: _____

STATE/COMMONWEALTH OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of

_____, 20____, by _____ the _____

_____ of _____,

a _____ limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[AFFIX NOTARIAL SEAL]



Dominion Energy Virginia

240820246

Transmission Right of Way Agreement (VA) – (Page 5)

[HOLD FOR PLAT]