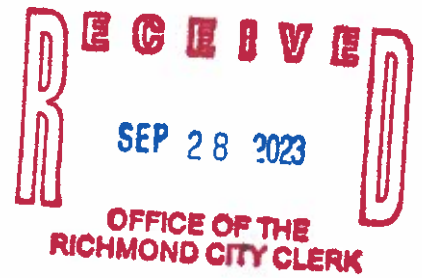




Dominion Energy Virginia
600 East Canal Street, 11th Floor
Richmond, VA 23219

Mailing Address: PO Box 26666
Richmond, VA 23261-6666

www.dominionenergy.com



Bid 1

September 28, 2023

Ms. Candice Reid
City Clerk, City of Richmond
900 East Broad Street
Richmond, VA 23219

Dear Ms. Reid:

Attached are Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, Bid Response and \$50 bond check for Ordinance No. 2023-254 scheduled for the Tuesday, October 10, 2023 Council meeting. Please let me know if you require anything more from Dominion Energy Virginia to facilitate approval of the Right of Way Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Diana Trammell".

Diana Trammell
Dominion Energy Virginia
(804)263-3333

Enclosure



Dominion Energy Virginia
600 East Canal Street, 11th Floor
Richmond, VA 23219

Mailing Address: PO Box 26666
Richmond, VA 23261-6666

www.dominionenergy.com

September 28, 2023

City Clerk, City of Richmond
900 East Broad Street
Richmond, VA 23219

RE: Bid Response for Ordinance No. 2023-254
Right of Way Agreement

To Whom it May Concern:

Respondent: Dominion Energy Virginia

- Dominion Energy Virginia wishes to obtain a 15 (fifteen) foot wide utility easement (collectively, the "Right of Way Agreement") to install and maintain electrical infrastructure to serve new improvements located on City property, 4308 Hermitage Road, further identified as Tax Parcel No. N0170250001

Qualifications: As the entity providing electrical service, Dominion Virginia Power is uniquely qualified to accept the Right of Way Agreement for electrical distribution operations.

- The Right of Way Agreement is necessary for Dominion Energy Virginia to provide electric service to a new communications operation that has the ability to ultimately benefit citizens of the City of Richmond and surrounding communities.
- The Right of Way Agreement allows Dominion Energy Virginia the legal right to access the property to install, operate, maintain and repair facilities needed to provide electrical service to the communications operation. There would be no foreseen impairments, or disturbances, to the property other than those that result during actual construction activities, to which Dominion Energy Virginia would restore the disturbed area to a condition consistent with, or nearest possible to that prior to construction activities.
- As the owner of the infrastructure, Dominion Energy Virginia is the only party qualified to perform work, or contract work to be performed on its behalf on the infrastructure.



City Clerk of Richmond
September 28, 2023
Page 2 of 2

Conclusion: In conclusion, Dominion Energy Virginia submits that it is ready, and able, to perform the operations under the Right of Way Agreement and is uniquely able to do so as the owner of the infrastructure that will be installed within the easement. The project has no foreseen impairments to the City.

Respectfully Submitted by:
Dominion Energy Virginia

A handwritten signature in blue ink that reads "Diana Trammell".

Diana Trammell
Right of Way - Distribution
Dominion Energy Virginia

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this ____ day of _____, by and between the CITY OF RICHMOND ("GRANTOR") and _____ ("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 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; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

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 exclusive easement shall extend FIFTEEN (15) feet in width across the lands of GRANTOR; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communication rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of the GRANTOR situated in the CITY OF RICHMOND, Virginia as more fully described on Plat(s) Numbered 01-23-0127, attached to and made 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 the 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 or extensions of its facilities as GRANTEE may from time to time deem advisable.

This Document Prepared by: _____

Initials: _____

Right of Way Agreement

4. Subject to the limitations of the City of Richmond Ordinance No. 93-340-281 (the "Ordinance"), 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 the 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 or egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

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 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 do not 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 by GRANTEE. In the event any such facilities are so relocated, GRANTOR subject to all necessary approvals, the appropriation of funds by Richmond City Council (the "Council"), and the Ordinance and other applicable law, shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

Initials: _____

Right of Way Agreement

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 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. Wherever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and plural the singular.

Initials: _____

Right of Way Agreement

11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR's knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

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 GRANTOR.

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 the 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 its authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

CITY OF RICHMOND

By: _____

By: _____

Title: _____

Title: _____

Commonwealth of Virginia

City/County of _____, to wit

I, _____, a Notary Public in and for the Commonwealth of Virginia, at large,

do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____, _____, on behalf of the City of Richmond.
(Name of officer or agent) (Title of officer or agent)

whose name is signed to the foregoing writing this _____ day of _____, _____ before me.

Given under my hand _____, _____

Notary Public (Print Name)
Virginia Notary Reg. No. _____

Notary Name (Signature)
My Commission Expires: _____

Exhibit A

This Right of Way Agreement dated _____, _____ by and between the City of Richmond (GRANTOR) and _____ (GRANTEE) is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall expire unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.

2. In the event that GRANTOR terminates this Agreement, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities, and, if appropriate, the cost of replacing GRANTEE's wires and facilities. Upon such termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.

3. GRANTOR covenants that in the event GRANTOR transfers the real property on which GRANTEE's wires and facilities are located by this Right of Way Agreement before the expiration of this Right of Way Agreement, a condition of such transfer shall be conveyance of a reasonably suitable permanent easement to GRANTEE where permitted by law. If such permanent easement is not in the same location as the easement granted by this Right of Way Agreement, an additional condition of such transfer shall be payment to GRANTEE for the reasonable cost of relocating GRANTEE's wires and facilities to the permanent easement.

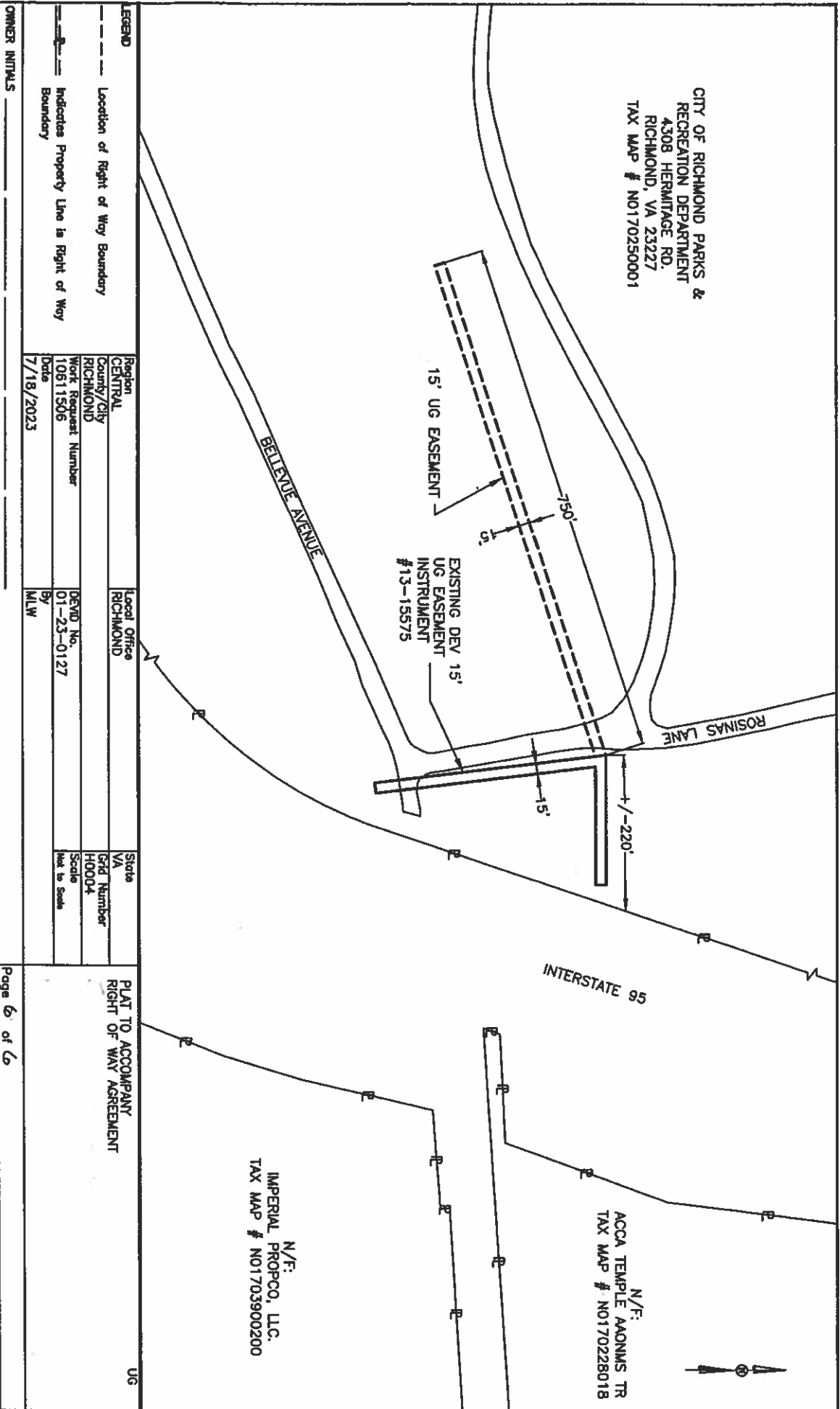
4. All payments and other performances by GRANTOR under this Right of Way Agreement are subject to annual appropriations by the Richmond City Council, all necessary approvals, and applicable law. It is understood and agreed between GRANTEE and GRANTOR that GRANTOR will be bound under this Right of Way Agreement only to the extent of the funds available or which may hereafter become available for the purpose of this Right of Way Agreement. Under no circumstances shall GRANTOR's total liability under this Right of Way Agreement exceed the total amount of funds appropriated by the City Council for the payments under this Right of Way Agreement for the performance of GRANTOR.

GRANTOR:

By: _____

Its: _____

CITY OF RICHMOND PARKS &
 RECREATION DEPARTMENT
 4308 HERMITAGE RD.
 RICHMOND, VA 23227
 TAX MAP # N0170250001



LEGEND
 --- Location of Right of Way Boundary
 --- Indicates Property Line in Right of Way Boundary
 --- OWNER INITIALS

Region	CENTRAL	Local Office	RICHMOND	State	VA
County/City	RICHMOND			Grid Number	H0004
Work Request Number	10611506	DEVID No.	01-23-0127	Scale	Not to Scale
Date	7/18/2023	By	MLW		

PLAT TO ACCOMPANY
 RIGHT OF WAY AGREEMENT
 UG

N/F:
 IMPERIAL PROPCO, LLC.
 TAX MAP # N01703900200

N/F:
 ACCA TEMPLE AMONIS TR
 TAX MAP # N0170228018

