

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

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Introduction

The purpose of these Guidelines is to inform property owners, developers, other utility companies, and our governmental partners 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 holder with additional rights to access the right of way 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, developers, other utility companies, and our governmental partners 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.

1. **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.

Dominion – the term “Dominion” as used in these Guidelines is interchangeable with the term “Company.”

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, foundations, 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.

2. 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 E. Canal Street, Richmond, Virginia 23219.

3. 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 Company personnel and contractors 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.

4. 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 (normally 60 years). Some of the Company's Easements date back to the early 1900s and may not be found as part of a typical title search and, therefore, may not appear on your title insurance policy. However, the Easement documents, and the Easements created by them, are still valid and enforceable. 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 document creating the Easement has been recorded in the chain of title, but electric Facilities have not yet been constructed upon the Easement or that 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 an 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.

5. 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.

6. Encroachments

Please see the definition of an "Encroachment" in the Definitions section of these Guidelines. 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, both now and in the future
- Certain legal requirements

7. No Buildings or Structures

Most Easement documents specifically prohibit any buildings or structures in the Right of Way. If this specific restriction 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, will constitute an Encroachment and, therefore, be prohibited.

8. Consent Agreements

Before a landowner (a) makes any change to the topography of, or constructs any improvements on, an Easement, or (b) carries out any activity on an Easement that constitutes an Encroachment, 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 the authority to issue a written Consent Agreement other than Electric Transmission Rights of Way Management.** Generally, Consent Agreements are not transferable and are revocable at the sole discretion of the Company. **Consent Agreements must be requested from the Rights of Way Management Representatives listed at the end of these Guidelines.**

9. Local Permits Are Not a Substitute for a Consent Agreement

In most localities, before you can construct a building or structure, you must obtain a building permit. 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 or building 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.

10. 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 and more robust 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 at the Requestor's expense.

11. 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 certain legal 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://law.lis.virginia.gov/vacodepopularnames/overhead-high-voltage-line-safety-act/>

12. 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.

13. Encroachment Requests that Generally will be Denied

Requests for Consent Agreements for the following types of Encroachments will generally be denied by the Rights of Way Management of the Company:

1. 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
2. Playground equipment
3. Trampolines
4. Any inflatable items such as bounce houses, slides, or decorations
5. Dumpsters and trash receptacles
6. Debris, trash, scrap or waste materials, fill, spoil material, stumps, large boulders, concrete debris, asphalt debris, construction debris, and tire piles
7. Landfills
8. Building materials
9. Swimming pools (either in-ground or above-ground pools)
10. Wells
11. Septic tanks
12. Drain fields (to include engineered systems)
13. Fuel tanks
14. Propane tanks
15. HVAC units
16. Satellite dishes and television antennas
17. Stored trailers, motor homes/recreational vehicles (RV's), and inoperable vehicles
18. Most watercraft
19. Any type of fire or burning
20. Solar panels
21. Sprinkler systems (excluding drip systems)
22. Fire hydrants
23. Retaining walls
24. Earthworks (changing existing grade)
25. Flag poles
26. Light poles
27. Billboards
28. Storm water ponds, BMP's, retention ponds, water features, or any man-made pond
29. Burial sites, family plots, and cemeteries
30. Hunting or tree stands
31. Storage container units
32. Flammable or explosive materials
33. Any Encroachment located, or proposed to be located, within fifty (50) feet of any of the Company's Facilities.

The omission of a particular improvement or activity from this list does not imply that the improvement or activity is, or will be, permitted.

14. Construction Plans to be Submitted for Consent Agreement Requests

A Requestor shall submit prior to installing, performing, 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'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 legend to reference symbols, abbreviations and meanings
5. A description of the types and locations of all temporary staging areas
6. A description of the equipment to be used during the construction, modification, or removal of the Encroachment
7. A summary of the expected maintenance required for the Encroachment
8. A timeline for the construction, modification, or removal activity.

15. Some of the Factors that may 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:

1. The terms and conditions of the document creating the Easement
2. The specific characteristics of the real estate encumbered by the Easement
3. The current Facilities situated within the Easement
4. The Company's future needs for the Easement, taking into account ever-changing electric demand
5. Whether the proposed Encroachment would be consistent with the efficient, reliable, and safe operation and maintenance of the Facilities
6. Whether the proposed Encroachment would restrict or interfere with the Company's access to, from, over, across, or along the Right of Way
7. Whether the Encroachment would restrict the Company's design, construction, operation, or maintenance of future Facilities
8. Whether the proposed Encroachment complies with all applicable law, including the NESC and Dominion Energy's internal design criteria
9. 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.

Unless otherwise required by law or the document creating the Easement, the decision to grant or deny a Consent Agreement will be made based upon the Company's sole discretion.

16. General Conditions Usually Included in Consent Agreements

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, 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.

17. Guidelines Applicable to Temporary Material Storage

Materials stored in a Right of Way are an Encroachment. 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:

1. The material is nonflammable
2. The material is readily and quickly removable to avoid conflict with the Company's current or future needs
3. The material is stored no higher than a maximum height established by the Company for the Right of Way in question
4. The material is stored at a distance determined to be safe by the Company away from the outer conductor area
5. The material, or its handling, does not create a violation of the NESC, the Company's internal design criteria, or law
6. The material is not within fifty (50) feet of any Facilities and does not interfere with access to Facilities along the Right of Way
7. Requestor agrees to remove material upon written notice by the Company, should such material interfere with future construction or maintenance work
8. The material is not household refuse, tires, appliances, brush or any other debris or waste material
9. All loose materials must be secured to prevent wind displacement
10. Fenced material storage areas must conform to Company grounding and access gate guidelines
11. Materials must be removed immediately for emergency restoration requirements
12. The designated storage area must be restored to its previous condition upon completion of its use
13. The designated storage area must be restored to its previous condition upon written request by the Company
14. 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.

18. Guidelines Applicable to Underground Utilities Crossing Rights of Way

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

1. The underground utilities do not interfere with the Company's Facilities or Facilities that may be constructed in the future
2. The installation of the underground utilities will not materially impair the Company's Easement rights
3. No underground utilities shall be installed within fifty (50) feet of any Company Facility
4. A minimum of thirty-six (36) inches of cover measured from the top of the pipe or cable to existing ground elevation is maintained
5. No blasting is allowed until a blasting plan has been provided, reviewed, and approved in writing by the Company
6. 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 Right of Way, at every angle in the pipeline, and at the points it enters and leaves the Right of Way, all at the Requestor's expense
7. Pipes will be designed to support constant traffic crossings by heavy construction and maintenance equipment
8. Underground installations shall be designed to support traffic crossings by heavy construction maintenance equipment and shall be capable of withstanding AASHTO designation HS20-44 wheel loadings or AASHTO HL93 truck loading.
9. All underground utilities shall be installed in Schedule 80 conduit.
10. All fire hydrants, manholes, junction boxes or valve boxes must be located outside of the Right of Way and discharge away from Company's Facilities
11. All above-ground appurtenances such as pedestals and transformers that are related to the Encroachment must be located outside of the Right of Way
12. Blowdown discharge valves must be located in accordance with the requirements of the
 - a. U.S. Department of Transportation's Pipeline Safety Regulations. The valves should be located outside of the Right of Way and discharge away from Company's Facilities
13. 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 Company's Facilities to include any and all underground conductors
14. The Requestor or its contractor must give the Rights of Way Management Representative at least five (5) days' notice before starting construction on the Right 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.

19. Guidelines Applicable to Underground Utilities Paralleling Rights of Way

Generally, requests to install underground utilities in a Right of Way that parallel such Right of Way will not be approved. In the rare exception where the Company agrees to consider a request to place underground utilities parallel in a Right of Way, in addition to the requirements and conditions set forth in the previous section relating to underground utilities crossings, the Company will consider and impose additional requirements and conditions to mitigate the negative impact on the Company's Easement rights associated with the presence of a parallel utility in the Easement.

20. Guidelines Applicable to Signs

Signs are structures and are, therefore, Encroachments. Before placing any signs in a Right of Way, a property owner must obtain a Consent Agreement from the Company.

21. Fences

Fences are generally permitted in Dominion's Right of Way. Fences that extend across a Right of Way, or block access to the Company's Right of Way or Facilities, should have access gates a minimum of sixteen (16) feet in width that permit Dominion to properly exercise its Easement rights. If the property owner desires the access gate to be locked, the Company and the property owner shall both maintain locks for an interlocking scheme for gate security that will not impede Company access to its Easement. For safety, fences should be properly grounded as illustrated in Dominion's [Typical Fence Grounding Detail](#). Dominion requests that landowners notify the appropriate Rights of Way Management Representative listed at the end of these Guidelines when a fence is installed in a Right of Way so that Dominion can note the location of the fence in its system.

22. Grading or Digging in a Right of Way

The Company's Facilities in a typical Right of Way 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 that grounds transmission-line towers and structures using 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 fifty (50) feet or more. Ground rods and ground cages may also be part of this system. In addition to these underground improvements, above ground Facilities are designed and built to Company construction and clearance standards taking into account existing topography and elevations. Changes in topography or elevation can pose a danger to people and property.

Therefore, before grading or digging in a Right of Way, you must

- (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 Right of Way:

1. The required Company defined clearances from the ground to the maximum sag of the line must be maintained.
2. A minimum island of undisturbed ground for a radius of fifty (50) feet around all Facilities must be maintained.
3. The slope ratios (normally 3:1 or less) and transmission line access designated by Right of Way Management - Electric Transmission must be maintained.
4. An access lane (a minimum of twenty (20) feet in width) along the Right of Way and to Company Facilities must be maintained at all times; this access lane must be relatively level and straight and accommodate the passage of large construction vehicles.
5. 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.
6. All approved grading plans must be verified upon completion by a certified topographic survey to be submitted to the Company within forty-five (45) days.
7. If any grading is not performed as required, then the property owner and Requestor shall be responsible for all costs involved with correcting the deviation from the approved grading requirements.

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

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

23. Roads and Parking Lots

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

1. The proposed road or parking lot complies with the terms of the Easement document
2. No road or parking lot shall be within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor
3. No excavation, grading or other construction activities are permitted within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor
4. The road or parking lot does not permanently obstruct any portion of the Right of Way or the Company’s access to its Facilities that exist now or may exist in the future
5. No road intersections are allowed within the Right of Way
6. No roundabouts are allowed within the Right of Way
7. No parallel roads (roads running substantially parallel with electric lines) are allowed in the Right of Way

8. All roads shall cross the Right 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
9. The proposed grade of any road or parking lot must be reviewed and approved in writing by the Company. Clearances between the road and the electric line conductors on the Right 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 the Company to accommodate the Encroachment provided that the Requestor assumes responsibility for the actual costs involved in such modification or reconstruction
10. Per NESC 232C1c, the Company is required to ensure a limit of electrostatic charge (shock potential) is not exceeded. This rule applies to large metal objects such as vehicles. For this reason, roads may be prohibited under a conductor if it is possible that the NESC limit of electrostatic charge on a vehicle is exceeded.
11. 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 Right of Way occupied by the approved road or parking lot.
12. Road and parking lot installations shall be designed to support traffic crossings by heavy construction maintenance equipment and shall be capable of withstanding AASHTO designation HS20-44 wheel loadings or AASHTO HL93 truck loading.
13. 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.

24. Guidelines for Vehicles in Right of Way

Vehicles may be permitted to temporarily park within the Right of Way provided, among other things, that:

1. They do not exceed a height of 13 feet and 6 inches
 2. They are parked at least fifty (50) feet from any structure, foundation, pole, transformer, equipment, guy, and anchor
 3. They do not obstruct access to, from, up, down, or over the Right of Way
 4. They are operable and transient in nature
 5. They do not carry propane tanks, explosives or flammable cargo
 6. They have current inspection decals and do not violate any local ordinances
 7. The owner of the vehicle agrees to remove the parked vehicle upon written notice by the Company
 8. 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
 9. Such vehicles do 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.

25. Guidelines for Lighting Facilities

Lighting facilities in a Right of Way are Encroachments. Lighting may be permitted by Consent Agreement provided, among other things, that:

1. The Company approves the location and height of light fixtures
2. No lighting facilities are allowed within fifty (50) feet of the Company's Facilities
3. No lighting facilities are allowed within the conductor area
4. The lighting facilities must have their own meter base and not be connected to any residence
5. 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.

26. Guidelines for Landscaping and Other Plantings

Most documents creating a Right of Way grant the Company the right to keep the Right of Way clear of trees, undergrowth, and obstructions for the entire width of the Right of Way. Landowners should always be aware of how their landscaping or plantings may affect the Company's Easement rights and the safety of people and the Company's Facilities. An Encroachment request for any landscaping or planting request must be submitted in writing to a Company Rights of Way Management Representative listed at the end of these Guidelines.

Without prior written approval by Company, 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 will not be permitted in the following locations:

1. 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
2. Within a fifty (50) foot radius of a Company structure, foundation, tower, pole, transformer, equipment, guy, or anchor.
3. Across the entire width of the Right of Way prohibiting access to Company facilities.

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

1. The plantings conform to the Company's [current vegetation guidelines](#),
2. 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 as an example)

Special consideration must be made for landscaping and other plantings in underground electric transmission Right of Way. For underground electric transmission Rights of Way, please see [Dominion's Guidelines and Recommended Species for Planting within Dominion Energy Electric Transmission Underground Right of Way](#).

Before digging in a Transmission Easement, you should (a) contact the 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 also known as Miss Utility; North Carolina 811 also known as NC811).

27. Drones, Unmanned Aircraft Systems, and Unmanned Aerial Vehicles

As used in this section, the term "drone," "unmanned aircraft system," and "unmanned aerial vehicles" are synonymous and mean an aircraft that is operated without the possibility of human intervention from within or on the aircraft and referred to in this section as a "UAV." Operating UAVs near the Company's Facilities can cause serious damage to Dominion's Facilities and pose significant safety risks to the public. Dominion's Facilities can affect a UAV's ability to navigate using GPS or otherwise interfere with the radio signals to your UAV, which can result in the UAV veering off course and crashing into Dominion's Facilities, other obstacles, the ground, or even the public. Operating a UAV in close proximity to Transmission Lines can cause a flashover, destroying the UAV and impacting the safe, efficient, and reliable transmission of electricity. Further, Transmission Lines can be hard to see, resulting in difficulty in gauging the distance between a UAV and the Transmission Lines. Depending on the circumstances, a drone striking a Transmission Line can result in a downed line, which poses a dangerous electrical safety hazard.

For these reasons, the operation of a UAV within a Right of Way is a use that is inconsistent with the Easement rights granted to the Company. Therefore, the Company prohibits the launching or landing of UAVs in Easements that are occupied by Facilities. Operators who launch UAVs outside of such Easements are prohibited from operating UAVs within the Easement (a) in violation of any law or (b) within two hundred feet (200') of Dominion's Facilities. In no event may a UAV pass between the ground and any of Dominion's Facilities.

These UAV restrictions shall apply, unless the operator of the UAV has written approval from the Company's Electric Transmission Rights of Way Management Representative.

If your UAV has a "return to home" function, ensure that it is not configured so that your UAV will fly into the Company's Facilities during its return flight. If your UAV becomes entangled in the Company's Facilities, do not attempt to retrieve it. Instead, contact the Company immediately. If the

operation of your UAV results in a downed Transmission Line, do not approach the Transmission Line, call 911, and contact the Company immediately.

28. 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 may be made without a Consent Agreement. Some items not allowed within a Right of Way are, by way of example and not limitation, dugouts, backstops, bleachers, stadium lighting, press boxes, scoreboards, goals, goal posts, tennis courts, basketball courts, 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 fifty (50) feet of any structure, foundation, pole, transformer, equipment, guy, or anchor
- The trails shall be located within ten (10) feet of the outer edge of the Company's Right of Way.
- 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
- 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.

29. 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 to and egress from a Primary Easement. For example, if the Company's Facilities are located in an area that is topographically isolated, such as on a peninsula or surrounded on three sides by steep grades, 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.

30. Special Requirements for Underground Electric Transmission Rights of Way

Special consideration must be made for underground electric transmission Rights of Way. Underground Transmission Lines have different technical requirements than overhead Transmission Lines and are generally more expensive to construct. From a layman's perspective, the most obvious difference is that overhead Transmission Lines are visible, while underground Transmission Lines are not. With this in mind, landowners must comply with all of the following additional requirements:

1. [Dominion Energy Underground Transmission Limits for Mechanized Digging Near UG Facilities](#)
2. [Dominion Energy Underground Transmission Encroachment Clearances](#)
3. [Guidelines and Recommended Species for Planting within Dominion Energy Electric Transmission Underground Rights of Way.](#)

Before grading, excavating, or digging in any Right of Way, whether above-ground or underground, (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 also known as Miss Utility; North Carolina 811 also known as NC 811).

31. 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 Right of Way 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 Right of Way, once the developer is ready to submit a final site development plan to the city 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.

32. Coordination with Governmental Partners and Other Utilities

Dominion welcomes the opportunity to collaborate, plan, and coordinate with government departments, bureaus, and agencies, as well as other utilities, for projects, improvements, and activities that may impact Dominion's Rights of Way or Facilities. Governmental entities and utilities

should contact:

Dominion Energy Rights of Way Management
5000 Dominion Blvd, 3SW
Glen Allen, Virginia 23060

Contacting Dominion early in the planning phase of any project can promote efficient, effective, and cost-saving solutions for all parties.

33. Rights of Way Management Representatives

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

Northern Virginia: Justin Cochran
3072 Centreville Road, Herndon, VA 20171
justin.k.cochran@dominionenergy.com

Central Virginia: Tim Hindman
5000 Dominion Boulevard, 3rd Floor SW, Glen Allen, VA 23060
timothy.hindman@dominionenergy.com

Eastern Virginia: Melissa Jordan
902 G Street, Hampton, VA 23661
melissa.y.jordan@dominionenergy.com

North Carolina: Andrew Herard
201 West Boulevard, Williamston, NC 27892
Andrew.s.herard@dominionenergy.com

Western Virginia or West Virginia: Jamie Lowry
2036 Jefferson Highway, Fishersville, VA 22939
jamie.w.lowry@dominionenergy.com