

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

**Revised March 16, 2021**

The purpose of these Guidelines is to inform property owners (also referred to as landowners) 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 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 condemnation notices, (ii) applicable law, or (iii) the respective rights of Dominion Energy South 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** – Dominion Energy South Carolina, Inc. formerly known as South Carolina Electric & Gas Company.

**License 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 License Agreement is revocable at will by the Company and nontransferable without the Company's consent.

**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 may also be acquired through condemnation or by a prescriptive right in accordance with applicable law. Easements are also sometimes referred to as rights of way.

**Encroachment** – an activity or improvement on the easement area that constitutes a violation of the Easement agreement, condemnation order, or other document creating the Easement or any activity that interferes with the rights of the Company provided by the Easement. In the case of a prescriptive easement, an “Encroachment” is also any activity or improvement on the Easement area that interferes with the rights of the Company to use the Easement area.

**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.

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

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

**Structure** - means anything constructed or erected with a fixed location on the ground or object that has been assembled from material components and fixed to the ground, either permanently or temporarily.

**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.

### **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. In the absence of a License Agreement between the Company and the landowner, any Encroachment that interferes with the Company's Easement rights must be removed and any delay in the request for, or enforcement of, such removal shall not constitute a waiver of the Company's right to require that the Encroachment be removed.

### **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, prospective 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 is vested with certain equitable rights to maintain an Easement, meaning that an Easement document was never recorded, but the Company has had Facilities on the property for a sufficiently long period of time without objection to establish formal Easement rights. Such equitable rights may be evidenced by the depiction of electric facilities or easements on plats of record running to the benefit of the Company, either specifically or generally.

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 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 Easement area constitutes an Encroachment is determined by whether the use interferes with the Company's rights. However, numerous factors impact this determination, 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 prohibited.

### **License Agreements**

Before a landowner makes any change to the topography of, or constructs any improvements on, an Easement area, that interferes with the Company's rights, 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 License 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.** Generally, License Agreements are not transferrable without consent and are revocable at the sole discretion of the Company.

### **Local Permits Are Not a Substitute for a License 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 License Agreement** or the right to encroach into the Right of Way. Before developing/constructing within an Easement, in addition to any local government permits, you must obtain a License 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 and interferes with the Company's rights under the Easement, 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 may be 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.

### **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 License Agreement**

The following types of Encroachments interfere with the Company's Easement rights and 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, carports, barns, sheds, roof overhangs, gutters, balconies, decks, porches, gazebos, 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;
- Parallel facilities such as roads, streets, drives, water lines, sewer lines, or communication lines;
- Docks and Piers
- Satellite dishes and television antennas;
- Stored trailers, motor homes/recreational vehicles (RV's), and inoperable vehicles;
- Trailered boat parking
- Deer stands
- Fences over 15' tall (fences 15' or shorter are generally allowable but must also include a 16' gate with a company lock to ensure access along the Rights of Way)
- 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 License 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 License 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. The distance of the proposed Encroachment to any nearby Dominion Energy Facilities.
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; and
8. 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 License Agreement**

When reviewing an application for a License 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 License Agreements**

As used in these Guidelines, the person or entity to whom a License Agreement is granted is referred to as a "Requestor." If the Company issues a License Agreement to a Requestor, the License Agreement will contain certain general terms and conditions with which the Requestor must comply in order to maintain the License 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 License Agreement, the License Agreement may be revoked at the will of the Company.

### **Guidelines Applicable to Temporary Material Storage**

A License Agreement for temporary material storage may be granted in a Right of Way, 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. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;
- 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 or communication cables shall be installed within fifty (50)



feet of any Company Structure, foundation, pole, transformer, equipment, guy, or anchor. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;

- 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. In some instances, signs no taller than fifteen (15) feet may be allowed. Before placing any signs in the right of way, a Requestor must obtain a License 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, some 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 fifty (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. 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. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement.
- 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 forty-five (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 previously mentioned guidelines speak specifically to underground components accompany an overhead Transmission Line. There are, however, a few instances where Dominion Energy operates Transmission Lines that are completely underground. In those cases, the owner or Requestor should contact the Right of Way Management Representative for further direction regarding work around those underground Transmission Lines.

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.

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. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;
- No excavation, grading or other construction activities are permitted within fifty (50) feet of any Company structure, foundation, pole, transformer, equipment, guy, or anchor. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;
- 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;
- All roads crossing Rights of Way shall include a minimum of sixteen (16) feet of rolled curb on either side of the road such that Dominion Energy can access the Rights of Way without damaging the curb.
- Any sidewalks accompanying roads must be able to accommodate Dominion Energy's equipment without damaging the sidewalk. Minimum construction requirements for sidewalks will be six (6) inches thick concrete reinforced with rebar.
- 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 thirteen (13) feet and six (6) inches;
- They are parked at least fifty (50) feet from any structure, foundation, pole, transformer, equipment, guy, and anchor. This limitation, however, shall in no event exceed, and is

- limited to, the area within the Easement;
- 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, boats, 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;
- The light fixture does not exceed fifteen (15) feet in height.
- No lighting facilities are allowed within fifty (50) feet of the Company's Facilities. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;
- 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. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement.

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 License 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. This limitation, however, shall in no event exceed, and is limited to, the area within the Easement;
- The trails shall be designed to withstand American Association of State Highway and Transportation Officials (AASHTO) designation HS20-44 wheel loadings;
- 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.

### **Access Easement Rights**

Landowners and developers should ensure that development of their property will not impair the Company's Access Easement Rights, particularly the Access Easement Rights of ingress and egress to an 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 Rights of Way Easement from the nearest public or private road.

### **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.

### **Dominion Energy South Carolina 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:

Columbia and Aiken Area: Jeremy VanPut; 4600 12<sup>th</sup> St Extension, West Columbia SC, 29172; [jeremy.vanput@dominionenergy.com](mailto:jeremy.vanput@dominionenergy.com)

Central South Carolina Area: John Jennings; PO Box 248, Denmark, SC 29042; [john.jennings@dominionenergy.com](mailto:john.jennings@dominionenergy.com)

Charleston and Beaufort Area: Brian Vetter; 3700 Leeds Avenue, North Charleston, SC 29405; [brian.vetter@dominionenergy.com](mailto:brian.vetter@dominionenergy.com)