

**AGREEMENT FOR THE INSTALLATION OF  
UNDERGROUND DISTRIBUTION FACILITIES  
ON PRIVATE PROPERTY**

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Virginia Electric and Power Company, a Virginia Corporation, doing business as Dominion Energy Virginia (hereinafter called the Company) and \_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Applicant).

Witnesseth:

Whereas, Applicant now owns certain real estate on which Applicant has constructed or will construct and own not later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a building or group of buildings in a single commercial development, having a total demand of not less than 1000 KW (hereinafter called the Project), at the following location \_\_\_\_\_  
\_\_\_\_\_ situated in \_\_\_\_\_  
(City/County), Virginia; as more fully described on Plat(s) Numbered \_\_\_\_\_, attached to and made part of the agreement; and

Whereas, all of the occupants of the Project will be customers of the Company; and

Whereas, Company has determined that the provision of Electric Service to the occupants of the Project will require the extension of the Company's primary feeders and the installation of transformer stations on and within the Applicant's private property; and

(Continued)

Whereas, Applicant wishes that the aforesaid primary feeders and transformer stations be constructed underground rather than overhead and the Company has determined that it is practicable to install said primary feeders and transformer stations underground, and that such extension and installation of said facilities underground on Applicant's private property will be proper under the applicable Terms and Conditions on file with the Virginia State Corporation Commission; and

Whereas, underground construction is more expensive than overhead construction:

Now, Therefore, for and in consideration of the premises and the mutual covenants contained herein the parties contract and agree with each other as follows:

First--Applicant will provide, own, cause to be installed and maintained and make available for the Company's exclusive use, at no cost to the Company, all of the necessary vaults, pads, manholes, handholes, duct lines or other fireproof raceways, tunnels or enclosures required by the Company for installation of the Company's equipment, conductors, and associated facilities, referred to in the Third section, in accordance with the attached specifications and plans made a part hereof.

Second--Applicant will provide, own and maintain, at locations to be designated by the Company, at no cost to the Company, suitable space for the installation of the Company's metering equipment to measure the Electric Service provided to each Occupant and will further provide, own, and cause to be installed and maintained at no cost to the Company such cables, conduits, switches and all other appurtenances and devices as are necessary by the Company

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Requirements for Electric Service, the rules of the National Electrical Code, and the requirements of State and/or local authorities having jurisdiction. See specification and plans attached hereto and made in part hereof.

Third--Company will furnish, install, own and maintain, at its sole cost and expense, the necessary overhead and underground conductors, cables, transformers, and metering equipment required to provide Electric Service to each Delivery Point, the location of said Delivery Point to be designated by the Company. See specifications and plans attached hereto and made a part hereof.

Fourth--Each of the parties shall provide, or make at its sole cost and expense, such additions or alterations within the Project to the facilities owned by it as necessary to provide Electric Service to the Occupants, and this agreement and the attached specifications and plans shall be accordingly modified.

Fifth--Each of the parties hereto shall retain title to all of the equipment and facilities furnished and installed or caused to be installed by it as provided in this agreement. The Applicant will indemnify and hold the Company harmless from any and all claims for damage to person or property resulting directly or indirectly from the presence, installation, maintenance or repairs of the equipment and facilities furnished and installed or caused to be installed by the Applicant under this agreement.

Sixth--Company will make or cause to be made application for any necessary street permits in dedicated streets, alleys or other public thoroughfares. Applicant shall obtain or cause to be  
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obtained, without cost to the Company, all other permits, easements and private rights of way satisfactory to the Company in accordance with the Company's standard easement agreements. Company shall not be required to start construction necessary to provide Electric Service to any Occupant of the Project until all such permits and rights of way are obtained by or for the Company, and the Company shall be allowed a reasonable time, after all such permits are secured, in which to complete all construction necessary before being required to provide Electric Service.

Seventh--If within thirty days after the Company has given written notice to the Applicant of needed repairs, changes or alterations to the facilities provided by the Applicant in accordance with the First or Second sections, or has given written notice to the Applicant of needed additions or alterations as provided for in the Fourth section, arrangements satisfactory to the Company regarding said repairs, changes, alterations or additions, have not been made, then the Company reserves the right to have said repairs, changes, alterations or additions made at the Applicant's expense. Further, the Company shall have the right, at the expense of Applicant, to make such emergency repairs to or replacement of said facilities as the Company deems necessary.

Eighth--Company, at all proper times and for all proper purposes under this agreement, shall have the right of access to the Project, for the installation, operation and maintenance of the facilities required to be located in or upon the Project and for the further purpose of reading meters, replacing equipment or removing any of the Company's facilities.

Ninth-- The Company will provide Electric Service hereunder to each Delivery Point. Each service will be separately metered and billed on the applicable rate schedule. Before any

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Occupant of the Applicant's premises may secure the provision of Electric Service in the Project, said Occupant shall, independently of this agreement, execute the Company's standard form of agreement for Electric Service, and in addition shall comply with the Company's filed terms and conditions of service.

Tenth--This agreement shall become effective as of the date first above written and shall continue thereafter as long as the Company provides Electric Service to any occupant of the Project.

Eleventh--This agreement and all of the covenants, terms and conditions set forth herein shall run with the Project, including the land constituting a portion thereof, and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors or assigns of each of the parties hereto.

Twelfth - This agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws provisions.

Thirteenth-This agreement and the applicable rate schedules and Terms and Conditions of the Company on file with the State Corporation Commission embody the entire agreement between the parties hereto and supersede all prior agreements and understandings, if any, relating to the subject matter and thereof.

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Fourteenth--This agreement shall be binding upon the Company only when accepted by it and approved in writing by its proper official, and shall not be modified by any promise, agreement, or representation, of any agent, or employee of Company unless such promise, agreement or representation is incorporated in writing in this agreement before acceptance.

Fifteenth--The sheets attached hereto and made a part hereof are designated as follows:

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

(Continued)

Virginia Electric and Power Company  
Doing Business as Dominion Energy Virginia

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Installed

Please print or type names under all Signatures

Notary Document

For Corporation or Partnership

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_:

(Continued)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_.

My commission expires: \_\_\_\_\_

For Individual

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

For Commonwealth of Virginia

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Virginia Electric and Power Company, a Virginia corporation, doing business as Dominion Energy Virginia, on behalf of the corporation.

My commission expires: \_\_\_\_\_