

Memorandum of Agreement (The Rail Alignment)

This Memorandum of Agreement (“MOA”) sets forth the terms and conditions between **Virginia Electric and Power Company, d/b/a Dominion Energy Virginia (“Dominion Energy”)** and the **City of Alexandria, a municipal corporation of the Commonwealth of Virginia (“City”)** related to Dominion Energy’s proposed purchase of certain real property rights related to Dominion Energy’s Glebe-Potomac River Electric Transmission Line.

I. Preamble

- A. Dominion Energy has proposed construction of the Glebe-Potomac River Project (“**Project**”), which consists of, among other things, the underground construction and operation of a 230 kilovolt (“**kV**”) transmission line between Dominion Energy’s existing Glebe Substation located in Arlington County (“**Glebe Substation**”) and the Potomac Electric and Power Company’s existing Potomac River Substation in the City of Alexandria (“**Potomac River Substation**”), and acknowledges its intent to seek Virginia State Corporation Commission (“**SCC**”) approval for the Project, including its location along the Proposed Right-of-Way alignment shown on **Exhibit A** (known as the Glebe to Potomac River Route). This underground route primarily would be located in City-owned rights-of-way at the northern and southern ends of the Project to access the Potomac Yard Rail Corridor property which also is owned by the City, but upon which CSX Corporation (“**CSX**”) operates railroad tracks pursuant to a number of easements in favor of CSX, to which the Easements (as defined in Section II below) shall be subject and subordinate.
- B. Dominion Energy continues to operate the North Potomac Yard transmission terminal facility (“**North Potomac Yard**” or “**Terminal**”) pursuant to a Special Use Permit (“**SUP**”) that originally allowed Dominion Energy to continue operations until 2011, and was subsequently extended by the City until 2021, subject to Dominion Energy’s commitment to seek an underground alternative to the current overhead transmission arrangement at the Terminal. The City has advised Dominion Energy that it may require removal of the Terminal at the expiration of the SUP, if Dominion Energy has not relocated or removed the Terminal before that time.
- C. In connection with, and as part of the Project, Dominion Energy will seek SCC approval for North Potomac Yard relocation/improvements. Among other things, this would include plans to underground the existing above-ground transmission lines over Four Mile Run and to remove the surface facilities at the Terminal.
- D. The City desires Dominion Energy to allow the co-location within the Proposed Right-of-Way, as defined below, of an underground fiber optic line (to benefit the City) with Dominion Energy’s proposed underground transmission line.

- E. The Parties desire to acknowledge their understanding and commitments with regard to the Project, as set forth herein.

II. Defined Terms and General Provisions

Parties: City of Alexandria, Virginia (“**City**”) and Virginia Electric and Power Company d/b/a Dominion Energy Virginia (“**Dominion Energy**”), as aforesaid (collectively, the “**Parties**”).

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the City and Dominion Energy prior to Closing (“**Escrow Agent**” or “**Title Company**”).

Property: The overall Property parcels on which an easement will be secured consists of approximately 29.73375 acres land located along the existing CSX railway corridor (the “**Railway Corridor Property**”), and approximately 11.8281 acres of land outside the railway corridor (the “**Non-Corridor Property**”). The Rail Corridor Property is identified by the City as Tax Parcel 025.04-01-05 and is more particularly described in the deed dated February 23, 2016 and recorded in the land records of the City of Alexandria as Instrument Number 160016424. The Non-Corridor Property is identified by the City as follows: (i) Tax Parcel 008.03-02-02, more particularly described in deed dated May 20, 2014 and recorded in the land records of the City of Alexandria as Instrument Number 140010552, containing 1.3440 acres, more or less; (ii) Tax Parcel 008.03-02-01, more particularly described in deed dated May 20, 2014 and recorded in the land records of the City of Alexandria as Instrument Number 140010552, containing 6.25847 acres, more or less; and (iii) Tax Parcel 008.03-01-04, more particularly described in deed dated December 2005 and recorded in the land records of the City of Alexandria as Instrument Number 060000119, containing 4.22562 acres, more or less. The Railway Corridor Property and the Non-Corridor Property (collectively, the “**City Property**”) is owned by the City, and is depicted (along with other City-owned property in the vicinity) on that certain map entitled “Glebe to Potomac River Substation Route,” prepared by Dewberry Engineers, Inc., and dated October 2, 2017 (the “**Map**”), which Map is attached hereto as **Exhibit A** and incorporated herein by reference. The City Property also is depicted on the plats attached hereto, each titled “Glebe to Potomac River Route” and prepared by Dewberry Engineers, Inc., and incorporated herein (the “**City Property Plats**”).

Project: 230 kV Electric Transmission Line Project extending underground from the Glebe Substation to the Potomac River Substation; also seeking SCC approval of the underground relocation of the existing transmission lines surfacing at the North Potomac Yard and the removal of surface facilities at North Potomac Yard; and, co-location of a fiber optic line along portions of

the Proposed Right-of-Way (collectively hereinafter referred to as the “**Glebe-Potomac River Project**” or “**Project**”).

Conveyance

Documents:

The agreed-upon legal documents that grant the Easements (as defined in the Easements section below) and other rights and obligations agreed to by the Parties for the Glebe-Potomac River Project.

Proposed

Right-of-Way:

On the Non-Corridor Property portion of the City Property, a variable-width easement, not to exceed 30 feet wide, in general, and on the Rail Corridor Property portion of the City Property, an easement of varied width consistent with a long-term license with CSX, for an underground transmission line running approximately 10,060 linear feet (1.91 mi.) from the Glebe Substation to the Potomac River Substation, generally along the easterly side of existing easements located on the City Property (the “**Proposed Right-of-Way**”), the location of which is generally shown on the Map and the City Property Plats. The exact location of the Proposed Right-of-Way will be identified by a survey to be prepared by Dominion Energy and subject to approval by the City prior to Closing (as defined in Section IV below). Neither the location of the Proposed Right-of-Way, nor the construction of the Project, shall impact or delay the construction of the Potomac Yard Metrorail Station (“Metro Station”), Dominion Energy acknowledging that the Metro Station construction shall be given priority should construction of these two projects overlap. Furthermore, Dominion Energy shall work closely with the City and developers of the neighborhood surrounding North Potomac Yard to ensure the Project does not delay or impact infrastructure proposed as part of redevelopment in that area. Finally, the Project shall be located and constructed in such a way so as not to impact or delay construction of a proposed street into Old Town North near the Genon Site.

Easements:

The Conveyance Documents delivered at Closing shall include perpetual exclusive underground easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of electric transmission and distribution lines and related facilities within the Proposed Right-of-Way (with such easements herein defined as the “**Easements**” and such facilities herein defined as the “**Facilities**”). The Easements shall be granted subject to all easements and other matters of record, and further subject to the City’s right to make any use of the Proposed Right-of-Way not inconsistent with Dominion Energy’s use of the Easements, including without limitation the City’s right to install, construct, maintain and operate City road and utility infrastructure including, but not limited to, sanitary sewer lines, water lines, storm sewer systems, BMP ponds, traffic signals, street lights, roads and associated appurtenances (“City Infrastructure”). Any City Infrastructure constructed within the Proposed Right-of-Way shall be constructed in a manner which does not unreasonably interfere with or adversely impact the structure, integrity or

operations of the Facilities, nor violate any applicable requirements of the National Electric Safety Code. The City Infrastructure may be constructed by other parties on behalf of the City. In addition, Dominion Energy shall be required to obtain the City's advance written permission and necessary permits before performing any repair, replacement or maintenance work, except in an emergency, and the City shall be expressly authorized to impose such conditions as the City deems appropriate to preserve, protect and promote the health, safety and general welfare of the City and its citizens. Dominion Energy shall also be required to restore any disturbed areas, to mitigate and/or replace in-kind damaged City property (including without limitation impacts to natural resources), and to indemnify the City against any and all claims which may arise out of the existence, repair, replacement or maintenance of the Facilities. Subject to the foregoing rights of the City, Dominion Energy shall be permitted to repair, replace and maintain the Facilities; to increase the capacity or number of lines, and to permit other utilities to locate underground facilities within the Proposed Right of Way. The Easements shall provide that no aerial poles or structures shall be permitted to be constructed by Dominion Energy. The Conveyance Documents shall also include such other temporary construction easements on City property as may be reasonably necessary for the completion of the Glebe-Potomac River Project.

Fiber Optic Line: The City and Dominion Energy agree that prior to Dominion Energy's submission of its application to the SCC for approval of the Project; the City shall provide Dominion Energy its preferred specifications and termini of its desired underground conduit for future fiber optic cable within the Proposed Right-of-Way. The City and Dominion Energy further agree that Dominion Energy shall be responsible for furnishing and installing, at its cost and expense, two conduits, each three inches (3") in diameter, for the City's use, along with associated hand-holes and junction boxes. The City shall be responsible for the future installation of the fiber optic cables (subject to appropriation of funds by City Council, but at no cost to Dominion Energy), and coordinating its connection into the system for which its use is sought, and Dominion Energy will provide reasonable cooperation to facilitate the same. The City and Dominion Energy agree that the referenced conduits and junction boxes will bypass all Dominion Energy manholes and will be installed in accordance with the specifications and termini provided by the City and coordinated with Dominion Energy. As a precondition to the foregoing Dominion Energy obligations in this paragraph, the City shall obtain consent and all necessary approvals from CSX for installation of the fiber optic line, conduit, and related facilities and equipment in the Railway Corridor Property.

Purchase Price: The price for the Easements payable by Dominion Energy to the City is FOURTEEN MILLION SIX HUNDRED THOUSAND DOLLARS (\$14,600,000.00) (the "**Purchase Price**").

III. Site Access

From the effective date of this MOA until the Closing, and after obtaining the necessary permits from the City, Dominion Energy shall have the right to access the City Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the City Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion Energy deems necessary or desirable, including but not limited to a physical inspection and environmental site assessment, as well as to review all applicable governmental requirements (collectively, “**Investigations**”). Prior to entering onto the City Property for any such Investigations, Dominion Energy shall provide evidence of insurance in type and amounts acceptable to the City. Dominion Energy shall indemnify and hold the City harmless from and against any losses and damages for death or injury to persons or for physical damage to property suffered by the City and caused by the Investigations. Notwithstanding any provision to the contrary herein, the City shall not be required to undertake, or incur any expense in connection with, any clean-up or remediation of any City Property due to any environmental condition or otherwise. The City shall use reasonable efforts, without cost to the City, to locate and make available for Dominion Energy’s review any recorded encumbrances or other title matters and any environmental studies affecting the City Property, obtained by City and currently in its possession.

IV. Closing

- A. The consummation of this transaction (the “**Closing**”) shall be no later than 30 days following the satisfaction of the Closing Conditions (as set forth below). Closing shall be made at or through the offices of the Escrow Agent. At Closing: (i) the City shall deliver to the Escrow Agent fully executed originals of the Conveyance Documents consisting of, among other things, real property deed(s) that reserve and grant the Proposed Right-of-Way and Easements to Dominion Energy with the City retaining fee ownership of the City Property and granting the Easements to Dominion Energy perpetually, which documents shall have been approved by the City and signed by a duly authorized representative of the City; and, (ii) Dominion Energy shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon confirmation from both parties that the Closing Conditions have been satisfied, the Escrow Agent will be authorized to record the Conveyance Documents and disperse the Purchase Price funds to the City.

- B. Closing Conditions: Dominion Energy’s and the City’s respective obligations to close on the acquisition of the Easements will be subject to receipt of the following: (i) the SCC's issuance of an order of approval of the Glebe-Potomac River Project, including the Proposed Right-of-Way, in form and substance satisfactory to the Parties; (ii) CSX approval of the route location and Wireline Agreement or similar agreement; (iii) Dominion Energy’s satisfactory review of title and environmental condition of the City Property and Conveyance Documents in form and substance satisfactory to the Parties and the Title Company; (iv) approval of any and all necessary local government permits and

approvals related to the construction of the Glebe-Potomac River Project, including without limitation a determination by the City's Planning Commission that the Project complies with Section 9.06 of the City Charter, and approval by the City Council (collectively referred to as the "**Closing Conditions**").

V. Additional Terms and Conditions

Expenses: Each party shall pay its own legal fees. All title insurance premiums shall be paid by Dominion Energy.

Applicable Law: This MOA shall be construed in accordance with the laws of the Commonwealth of Virginia.

Brokers: Each of the parties represents to the other that it has not retained or used the services of a broker, finder or agent in connection with this transaction.

Signature Pages Follow

Virginia Electric and Power Company
d/b/a Dominion Energy Virginia Power

By: _____

Name: _____

Title: _____

Date: _____

City of Alexandria,
a municipal corporation of the Commonwealth of Virginia

By: _____
Mark B. Jinks, City Manager

Date: _____

Exhibit A

[Attach Map depicting City Property and location of Proposed Right-of-Way]

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Memorandum of Agreement (The Potomac Avenue Alignment)

This Memorandum of Agreement (“MOA”) sets forth the terms and conditions between **Virginia Electric and Power Company, d/b/a Dominion Energy Virginia (“Dominion Energy”)** and the **City of Alexandria, a municipal corporation of the Commonwealth of Virginia (“City”)** related to Dominion Energy’s proposed purchase of certain real property rights related to Dominion Energy’s Glebe-Potomac River Electric Transmission Line.

I. Preamble

- A. Dominion Energy has proposed construction of the Glebe-Potomac River Project (“Project”), which consists of, among other things, the underground construction and operation of a 230 kilovolt (“**kV**”) transmission line between Dominion Energy’s existing Glebe Substation located in Arlington County (“**Glebe Substation**”) and the Potomac Electric and Power Company’s existing Potomac River Substation in the City of Alexandria (“**Potomac River Substation**”), and acknowledges its intent to seek Virginia State Corporation Commission (“SCC”) approval for the Project, including its location along the Proposed Right-of-Way alignment shown on that certain map titled “Glebe to Potomac River Substation Route,” prepared by Draper Aden Associates, Inc., and dated March 29, 2018 (the “**Map**”), which Map is attached hereto as **Exhibit A** (Dominion Energy’s preferred route alignment, known as the Glebe to Potomac River Route). This underground route primarily would be located in City-owned rights-of-way.
- B. Dominion Energy continues to operate the North Potomac Yard transmission terminal facility (“**North Potomac Yard**” or “**Terminal**”) pursuant to a Special Use Permit (“**SUP**”) that originally allowed Dominion Energy to continue operations until 2011, and was subsequently extended by the City until 2021, subject to Dominion Energy’s commitment to seek an underground alternative to the current overhead transmission arrangement at the Terminal. The City has advised Dominion Energy that it may require removal of the Terminal at the expiration of the SUP, if Dominion Energy has not relocated or removed the Terminal before that time.
- C. In connection with, and as part of the Project, Dominion Energy will seek SCC approval for North Potomac Yard relocation/improvements. Among other things, this would include plans to underground the existing above-ground transmission lines over Four Mile Run and to remove the surface facilities at the Terminal.
- D. The City desires Dominion Energy to allow the co-location within the Proposed Right-of-Way of an underground fiber optic line (to benefit the City) with Dominion Energy’s proposed underground transmission line.
- E. The Parties desire to acknowledge their understanding and commitments with

regard to the Project, as set forth herein.

II. Defined Terms and General Provisions

Parties: City of Alexandria, Virginia (“**City**”) and Virginia Electric and Power Company d/b/a Dominion Energy Virginia (“**Dominion Energy**”), as aforesaid (collectively, the “**Parties**”).

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the City and Dominion Energy prior to Closing (“**Escrow Agent**” or “**Title Company**”).

Property: The Property consists of approximately 4.097 acres of land located along the existing Potomac Avenue corridor (the “**Potomac Avenue Corridor Property**”), and approximately 0.696 acres of land outside the Potomac Avenue corridor (the “**Non-Corridor Property**”). The Potomac Avenue Corridor Property is identified by the City as the Potomac Avenue public right of way (3.911 acres) dedicated in Instrument #060033375 and Instrument #120027161, Tax Map #025.04-03.01 (0.072 acres) recorded in Instrument #130026978, Tax Map #025.04-01-05 (0.109 acres) recorded in Instrument #160016424 and Tax Map #035.04-06-01 (0.005) recorded in Instrument #110012415 in the records of the City of Alexandria. The **Non-Corridor Property** is identified by the City as follows: (i) Tax Parcel 008.03-01-04 and 3E, more particularly described in a deed recorded in the land records of the City of Alexandria as Instrument #060000119, containing 0.162 acres, more or less; (ii) the Jefferson Davis Highway U.S. Route 1 a variable width right of way as dedicated containing 0.066 acres; (iii) Tax Map #008.03-02-02, more particularly described in deed recorded in the land records of the City of Alexandria as Instrument #140010552, containing 0.425 acres, more or less; (iv) from the western right of way of Potomac Green Drive along Massey Lane as dedicated to the southern right of way line of Slaters Lane and (v) rights to cross West Abingdon Drive and East Abingdon Drive which lie in part within the George Washington Parkway and the Norfolk Southern Railway containing 0.043 acres.

The Potomac Avenue Corridor Property (as depicted on Exhibit 6) and the Non-Corridor Property (as depicted on Exhibits 2, 3, 4, 8 and 11) (collectively, the “**City Property**”) are owned by the City. The above referenced City Property exhibits, each titled “Glebe to Potomac River,” were prepared by Dewberry Engineers, Inc., and are attached hereto and collectively incorporated herein as the (“**City Property Plats**”).

Project: 230 kV Electric Transmission Line Project extending underground from the Glebe Substation to the Potomac River Substation; also seeking SCC approval of the underground relocation of the existing transmission lines surfacing at the North Potomac Yard and the removal of surface facilities at

North Potomac Yard; and, co-location of a fiber optic line along portions of the Proposed Right-of-Way (collectively hereinafter referred to as the “**Glebe-Potomac River Project**” or “**Project**”).

Conveyance Documents:

The agreed-upon legal documents that grant the Easements (as defined in the Easements section below) and other rights and obligations agreed to by the Parties for the Glebe-Potomac River Project.

Proposed Right-of-Way:

A variable-width, 9,856 linear foot (1.87 mi.), easement, not to exceed 30 feet wide in general, for an underground transmission line running from the Glebe Substation to the Potomac River Substation, located on the City Property, as shown on Exhibit A (the “**Proposed Right-of-Way**”), the location of which is generally shown on the City Property Plats. The exact location of the Proposed Right-of-Way will be identified by a survey to be prepared by Dominion Energy and subject to approval by the City prior to Closing (as defined in Section IV below). Neither the location of the Proposed Right-of-Way, nor the construction of the Project, shall impact or delay the construction of the Potomac Yard Metrorail Station (“Metro Station”), Dominion Energy acknowledging that the Metro Station construction shall be given priority should construction of these two projects overlap. Furthermore, Dominion Energy shall work closely with the City and developers of the neighborhood surrounding North Potomac Yard to ensure the Project does not delay or impact infrastructure proposed as part of redevelopment in that area. Finally, the Project shall be located and constructed in such a way so as not to impact or delay construction of a proposed street into Old Town North near the Genon Site.

Easements:

The Conveyance Documents delivered at Closing shall include perpetual exclusive underground easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of electric transmission and distribution lines and related facilities within the Proposed Right-of-Way (with such easements herein defined as the “**Easements**” and such facilities herein defined as the “**Facilities**”). The Easements shall be granted subject to all easements and other matters of record, and further subject to the City’s right to make any use of the Proposed Right-of-Way not inconsistent with Dominion Energy’s use of the Easements, including without limitation the City’s right to install, construct, maintain and operate City road and utility infrastructure including, but not limited to, sanitary sewer lines, water lines, storm sewer systems, BMP ponds, traffic signals, street lights, roads and associated appurtenances (“City Infrastructure”). Any City Infrastructure constructed within the Proposed Right-of-Way shall be constructed in a manner which does not unreasonably interfere with or adversely impact the structure, integrity or operations of the Facilities, nor violate any applicable requirements of the National Electric Safety Code. The City Infrastructure may be constructed

by other parties on behalf of the City. In addition, Dominion Energy shall be required to obtain the City's advance written permission and necessary permits before performing any repair, replacement or maintenance work, except in an emergency, and the City shall be expressly authorized to impose such conditions as the City deems appropriate to preserve, protect and promote the health, safety and general welfare of the City and its citizens. Dominion Energy shall also be required to restore any disturbed areas, to repave roadways in accordance with City and Virginia Department of Transportation standards and requirements, to mitigate and/or replace in-kind damaged City property (including without limitation impacts to natural resources), and to indemnify the City against any and all claims which may arise out of the existence, repair, replacement or maintenance of the Facilities. Subject to the foregoing rights of the City, Dominion Energy shall be permitted to repair, replace and maintain the Facilities; to increase the capacity or number of lines, and to permit other utilities to locate underground facilities within the Proposed Right of Way. The Easements shall provide that no aerial poles or structures shall be permitted to be constructed by Dominion Energy. The Conveyance Documents shall also include such other temporary construction easements on City property as may be reasonably necessary for the completion of the Glebe-Potomac River Project.

Fiber Optic Line: The City and Dominion Energy agree that prior to Dominion Energy's submission of its application to the SCC for approval of the Project, the City shall provide Dominion Energy its preferred specifications and termini of its desired underground conduit for future fiber optic cable within the Proposed Right-of-Way. The City and Dominion Energy further agree that Dominion Energy shall be responsible for furnishing and installing, at its cost and expense, two conduits, each three inches (3") in diameter, for the City's use, along with associated hand-holes and junction boxes. The City shall be responsible for the future installation of the fiber optic cables (subject to appropriation of funds by City Council, but at no cost to Dominion Energy), and coordinating its connection into the system for which its use is sought, and Dominion Energy will provide reasonable cooperation to facilitate the same. The City and Dominion Energy agree that the referenced conduits and junction boxes will bypass all Dominion Energy manholes and will be installed in accordance with the specifications and termini provided by the City and coordinated with Dominion Energy.

Purchase Price: The price for the Easements payable by Dominion Energy to the City is FORTY THREE MILLION TWO HUNDRED EIGHTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$43,289,700.00) (the "**Purchase Price**").

III. Site Access

From the effective date of this MOA until the Closing, and after obtaining the necessary permits from the City, Dominion Energy shall have the right to access the City Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the City Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion Energy deems necessary or desirable, including but not limited to a physical inspection and environmental site assessment, as well as to review all applicable governmental requirements (collectively, “**Investigations**”). Prior to entering onto the City Property for any such Investigations, Dominion Energy shall provide evidence of insurance in type and amounts acceptable to the City. Dominion Energy shall indemnify and hold the City harmless from and against any losses and damages for death or injury to persons or for physical damage to property suffered by the City and caused by the Investigations. Notwithstanding any provision to the contrary herein, the City shall not be required to undertake, or incur any expense in connection with, any clean-up or remediation of any City Property due to any environmental condition or otherwise. The City shall use reasonable efforts, without cost to the City, to locate and make available for Dominion Energy’s review any recorded encumbrances or other title matters and any environmental studies affecting the City Property, obtained by City and currently in its possession.

IV. Closing

- A. The consummation of this transaction (the “**Closing**”) shall be no later than 30 days following the satisfaction of the Closing Conditions (as set forth below). Closing shall be made at or through the offices of the Escrow Agent. At Closing: (i) the City shall deliver to the Escrow Agent fully executed originals of the Conveyance Documents consisting of, among other things, real property deed(s) that reserve and grant the Proposed Right-of-Way and Easements to Dominion Energy with the City retaining fee ownership of the City Property and granting the Easements to Dominion Energy perpetually, which documents shall have been approved by the City and signed by a duly authorized representative of the City; and, (ii) Dominion Energy shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon confirmation from both parties that the Closing Conditions have been satisfied, the Escrow Agent will be authorized to record the Conveyance Documents and disperse the Purchase Price funds to the City.

- B. Closing Conditions: Dominion Energy’s and the City’s respective obligations to close on the acquisition of the Easements will be subject to receipt of the following: (i) the SCC's issuance of an order of approval of the Glebe-Potomac River Project, including the Proposed Right-of-Way, in form and substance satisfactory to the Parties; (ii) Dominion Energy’s satisfactory review of title and environmental condition of the City Property and Conveyance Documents in form and substance satisfactory to the Parties and the Title Company; (iii) approval of any and all necessary local government permits and approvals related to the construction of the Glebe-Potomac River Project, including without limitation a determination by the City’s Planning Commission that the Project complies with

Section 9.06 of the City Charter, and approval by the City Council (collectively referred to as the “**Closing Conditions**”).

V. Additional Terms and Conditions

Expenses: Each party shall pay its own legal fees. All title insurance premiums shall be paid by Dominion Energy.

Applicable Law: This MOA shall be construed in accordance with the laws of the Commonwealth of Virginia.

Brokers: Each of the parties represents to the other that it has not retained or used the services of a broker, finder or agent in connection with this transaction.

Signature Pages Follow

Virginia Electric and Power Company
d/b/a Dominion Energy Virginia Power

By: _____

Name: _____

Title: _____

Date: _____

City of Alexandria,
a municipal corporation of the Commonwealth of Virginia

By: _____
Mark B. Jinks, City Manager

Date: _____

Exhibit A

[Attach Map depicting location of Proposed Right-of-Way]

[Attach City Property Plats depicting location of Proposed Right-of-Way]