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FOUNDERS
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September 11, 2023

VIA FIRST-CLASS MAIL
AND E-MAIL: DAVID.J.DEPIPP@DOMINIONENERGY.COM

David DePippo, Esq.
Virginia Dominion Power
120 Tredegar Street
Richmond, Virginia 23219

Re: Aspen to Golden, Route 7 North

Dear Mr. DePippo:

The Lansdowne on the Potomac Homeowners Association, Inc. ("LOTP") joins with several neighboring communities and property owners in strong opposition to Dominion's potential application to install overhead transmission lines dispersing 500/230 Kilovolts along the north side of Route 7.

Like its neighbor Saul Holdings Limited Partnership ("Saul"), LOTP is party to an agreement which includes one or more Right of Way Agreements ("ROW"). One such ROW is dated March 9, 2020, and establishes that Dominion shall not install more than one line of poles within the easement area, and that the easement must be limited to distribution facilities not to exceed 34.5 KV per circuit. ROW is enclosed.

The ROW also limits Dominion's rights to permit only specified above ground facilities.

As you are probably aware, the Lansdowne Conservancy is an entity which governs the use of easements within the general geographic area known as Lansdowne. The Lansdowne Conservancy comprises multiple sub-associations, among which is LOTP. LOTP and any user of property, beneficiaries of easements, must comply with Lansdowne Conservancy covenants and easements which are applicable to all land located within the boundaries of the Lansdowne Conservancy, including areas along Route 7.

The Lansdowne Conservancy covenants prohibit transmission lines from being installed or maintained upon any Lot within the Conservancy above ground. Dominion's proposed plan has huge transmission lines carrying 500 and 230 KV lines above ground in direct contravention of Lansdowne Conservancy covenants.

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We also believe Dominion's plan does not fully account for scenic easements which do not accurately appear on the Aspen to Golden maps currently shown among Dominion's materials. For example, we do not see that Dominion's maps accurately account for the restrictive scenic easement dated December 20, 1988 for the benefit of the Board of Supervisors of Loudoun County, Virginia, and recorded in the Loudoun County Land Records in Deed Book 1028 at page 566.

Thus, we call upon Dominion to choose a different path and/or medium, such as undergrounding, to transmit the increased power being proposed. The Route 7 option, as currently described, violates multiple constraints, and is contrary to the interests of affected property owners along and near to this route.

Please feel free to call or email if you would like to discuss anything.

Sincerely,

REES BROOME, PC

By: 
Mary N. ("Molly") Peacock

cc: Bryan S. Turner, Esq.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 9th day of March, 2020, by and between

SAUL HOLDINGS LIMITED PARTNERHIP, a Maryland limited partnership
and LANSDOWNE CONSERVANCY, a Virginia non-stock corporation
(additional GRANTOR of indexing purposes due to joinder
in the attached Consent by Conservancy)

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend variable (as shown on the attached plat) feet in width across the lands of GRANTOR; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend variable (as shown on the attached plat) feet in width across the lands of GRANTOR.

Initials: DP _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 3072 Centreville Rd, Herndon, VA 20171.

(Page 1 of 6 Pages)
VAROW No(s). 40-19-0102
Tax Map No. 113-39-9265

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Ashburn district, Loudoun County, Virginia, as more fully described on Plat(s) Numbered 40-19-0102, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: DT _____

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

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

Initials:  _____

(Page 3 of 6 Pages)
VAROW No(s). 40-19-0102
Form No. 728493-3 (Feb 2019)
© 2019 Dominion Energy

Right of Way Agreement

11. **GRANTOR** covenants that it is seized of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, right and privileges; and the **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of the **GRANTOR** warrants that **GRANTOR** is a limited partnership duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this agreement on behalf of said limited partnership.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through the exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its partnership name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

SAUL HOLDINGS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Saul Centers, Inc.
a Maryland corporation,
General Partner



By: [Signature]
Name: D. Todd Pearson
Title: Executive Vice President

State of Maryland
City/County of Montgomery

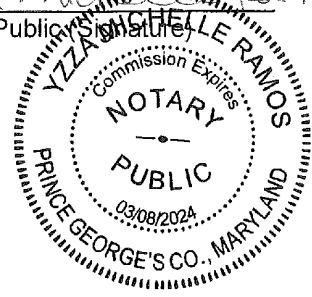
On this 9th day of March, 2020, before me appeared D. Todd Pearson, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Saul Centers, Inc., a Corporation of the State of Maryland, and that said instrument was signed and sealed on behalf of said Corporation in its capacity as general partner of Saul Holdings Limited Partnership, a Maryland Limited Partnership; and said officer acknowledged said instrument to be the free act and deed of said Corporation acting in its capacity as general partner of the above named Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Yzsa M. Ramos
Notary Public (Name)

Yzsa Michelle Ramos
Notary Public (Signature)

My commission expires: March 8, 2024
Notary Registration number: NA





Right of Way Agreement

EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned GRANTOR(s) on the 9th day of March, 2020. The following terms and conditions are incorporated therein:

1. Notwithstanding any other provisions of this Right of Way Agreement, GRANTEE shall not install more than one line of poles within the easement area herein granted. GRANTEE, however, may add additional circuits to the pole line, along with any additional guying and /or push braces required to support and maintain the stability of the said overhead pole line. Additional circuits shall not preclude GRANTEE from installing taller poles to maintain proper clearances as required by the National Electrical Safety Code (NESC).
2. Notwithstanding any other provisions of this Right of Way Agreement, this easement shall be limited to distribution facilities not to exceed 34.5 kilovolts (KV) per circuit.

SAUL HOLDINGS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Saul Centers, Inc.
a Maryland corporation,
Its General Partner



By: [Signature]
Name: D. Todd Pearson
Title: Executive Vice President

EXHIBIT B - CONSENT BY CONSERVANCY

LANSDOWNE CONSERVANCY, a Virginia non-stock corporation ("CONSERVANCY"), is the overarching association responsible for maintaining the landscaped rights of way for all public streets in the Lansdowne development and is responsible for enforcement of the development restrictions and covenants set forth in the Second Amended and Restated Declaration for Lansdowne ("DECLARATION"), recorded in Deed Book 1601_Page 0911_in the Clerk's Office of Loudoun County.

WHEREAS, the Conservancy contends that the Dominion Energy Virginia easement, more particularly identified in the Right of Way Agreement to which this Consent is attached, and more particularly described as Plat No. 40-19-0102 is subject to the covenants and restrictions set forth in the DECLARATION, in particular the restriction on above ground utility lines; and

WHEREAS, to resolve any and all disputes regarding application of the covenants and restrictions to the said easement the CONSERVANCY has issued a limited exception to the Grantor and Grantee for good cause shown pursuant to the DECLARATION to permit Dominion to construct specifically identified facilities above ground.

WITNESSETH that, subject to the terms of Right of Way Agreement, the CONSERVANCY does hereby consent to the conveyance of the Right of Way Agreement by Grantor to Grantee and acknowledges its approval to permit the Grantee to construct above ground those facilities as described in the Right of Way Agreement.

This Consent is for the benefit of the Grantor and Grantee, and except for a successor as provided for in Paragraph 8 of the Right of Way Agreement, there is no other beneficiary to this Consent. Except as provided for in the Right of Agreement, the covenants and restrictions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the CONSERVANCY has caused its name to be signed hereto by its duly authorized officer or agent on this 6 day of March, 2020.

LANSDOWNE CONSERVANCY, a Virginia non-stock corporation

By: [Signature]
Name: TAM SEAVONS
Title: PRES

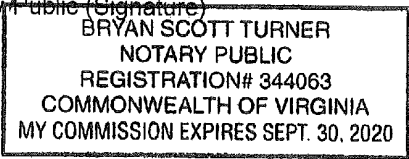
State of Virginia
City/County of Loudoun

The foregoing instrument was acknowledged before me this 6 day of March, 2020 by Tam Seavons, who is the President of LANSDOWNE CONSERVANCY, a Virginia non-stock corporation, on behalf of said non-stock corporation.

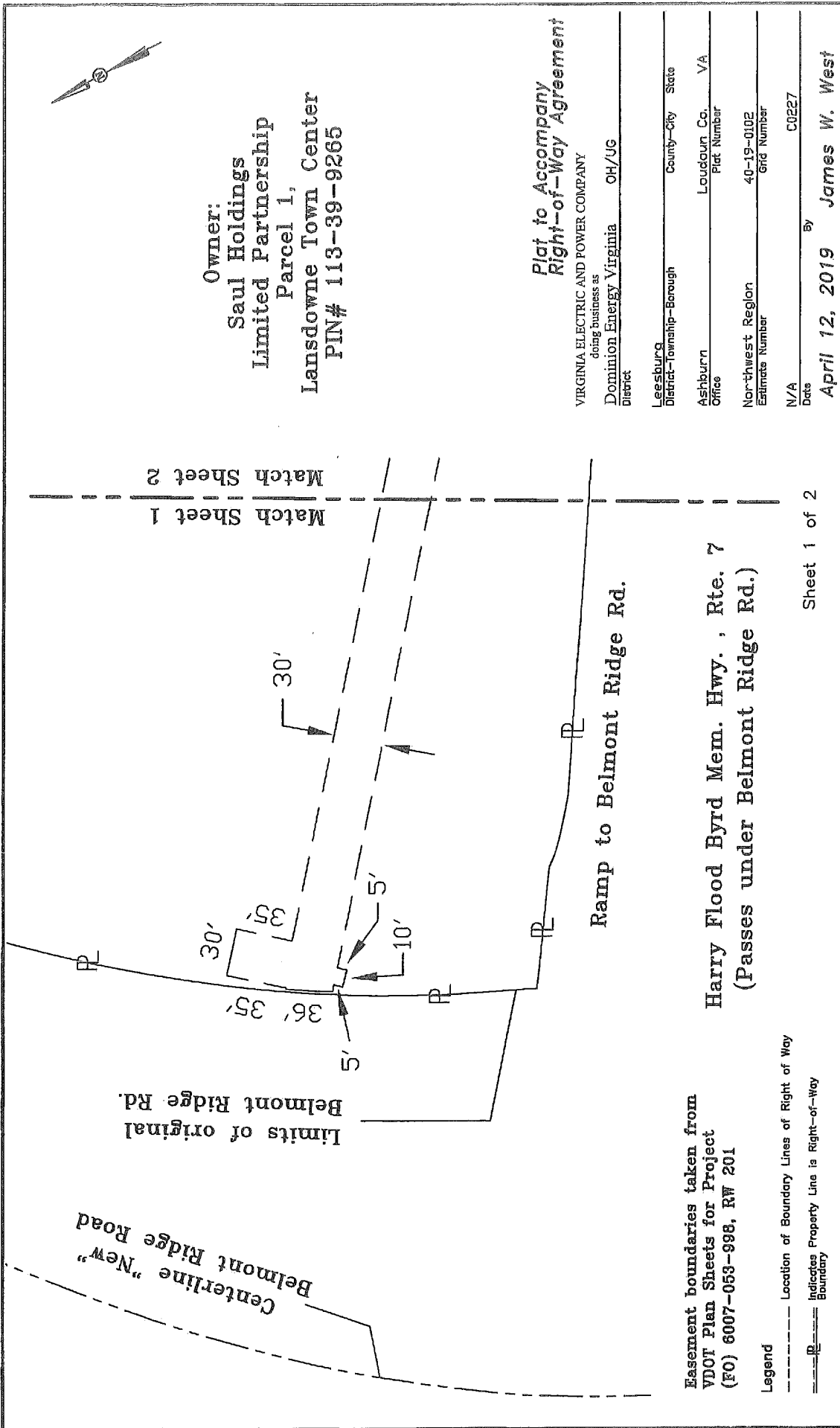
[Signature]
Notary Public (Name)

[Signature]
Notary Public (Signature)

My commission expires: September 30, 2020
Notary Registration Number: 344063



(Notary Seal Here)



Owner:
 Saul Holdings
 Limited Partnership
 Parcel 1,
 Lansdowne Town Center
 PIN# 113-39-9265

**Plat to Accompany
 Right-of-Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Energy Virginia OH/UG
 District

Leesburg District-Township-Borough	County-City	State
Ashburn Office	Loudoun Co. Plat Number	VA
Northwest Region Estimate Number	40-19-0102 Grid Number	
N/A		C0227

Date: April 12, 2019 By: James W. West

Easement boundaries taken from
 VDOT Plan Sheets for Project
 (FO) 6007-053-998, RW 201

Legend
 - - - - - Location of Boundary Lines of Right of Way
 - - - - - Indicates Property Line is Right-of-Way Boundary



Owner:
Saul Holdings Limited
Partnership
Parcel 1,
Lansdowne Town Center
PIN# 113-39-9265

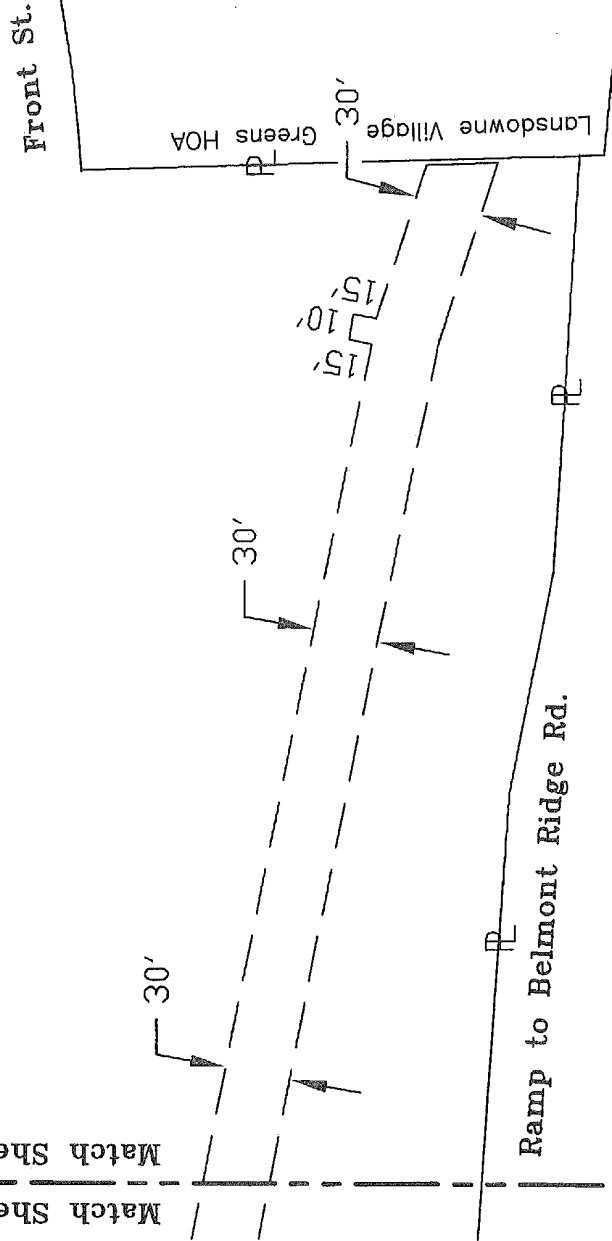
Plat to Accompany
Right-of-Way Agreement

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Energy Virginia OH/UG
 District

Leesburg District--Township--Borough County--City State
 Ashburn Loudoun Co. VA
 Office Plot Number
 Northwest Region 40-19-0102
 Estimate Number Grid Number
 N/A C0227
 Date

By **James W. West**
 Date **April 12, 2019**

Match Sheet 1
 Match Sheet 2



Harry Flood Byrd Mem. Hwy. , Rte. 7

Legend
 --- Location of Boundary Lines of Right of Way
 - - - - - Indicates Property Line is Right-of-Way Boundary

Sheet 2 of 2