

170017064



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 26 day of July, 2017, by and between

BRANDON A. NICE and AMY K. NICE

("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 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 fifteen (15) feet in width across the lands of GRANTOR; and

Initials: BN AKN

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, 902 G St, Hampton, VA23661.

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DVPIDNo(s). 28-17-0057  
Tax Map No. 1430100042

Form No. 728493-1 (May 2017)  
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2. The easement granted herein shall extend across the lands of **GRANTOR** situated in James City County, Virginia, as more fully described on Plat(s) Numbered 28-17-0057, 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 the easement, 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:   *JK*     *LAN*   \_\_\_\_\_

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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:               

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11. GRANTOR covenants that it is seised 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, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

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 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.

WITNESS the following signatures and seals:

Brandon A. Nice (SEAL) Amy K. Nice (SEAL)
BRANDON A. NICE AMY K. NICE
(SEAL) (SEAL)

State of Virginia
City/County of James City

The foregoing instrument was acknowledged before me this 26 day of July, 2017 by Brandon Nice & Amy Nice (Name of Grantor(s) Signing)

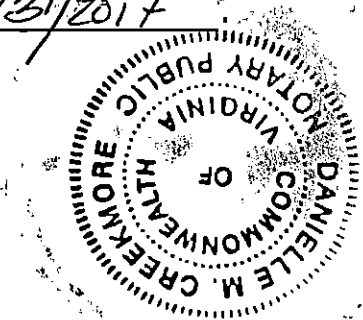
Danielle M. Creekmore Notary Public (Print Name)
Danielle M. Creekmore Notary Public (Signature)

Virginia Notary Reg. No. 307058 My Commission Expires: 10/31/2017

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PLAT ATTACHED

Form No. 728531 (May 2017)
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INSTRUMENT 170017064
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
August 28, 2017 AT 10:03 AM
MONA A. FOLEY, CLERK
RECORDED BY: CAF

Location of cable as installed defines the centerline of easement. Facilities to be installed are on the right side of the driveway



PORTION OF TAX MAP

OWNER:  
BRANDON A. NICE and AHY K. NICE  
Property Address: 4700 FENTON MILL RD  
T.M.# 1430100042  
± 36.75 AC

OWNERS INITIALS: *BAW*

N/A  
NICE, DAVID A BUILDERS INC  
Property Address: 4690 FENTON MILL RD  
Parcel ID 0700001430000042A

L-2A  
Nice Subd.  
Fenton Mill Rd

Approx. 0.9 Mile  
E-W for US-507

N/A  
NICE, DAVID A BUILDERS INC  
Property Address: 4800 FENTON MILL RD  
T.M.#: 1430100042B

**Legend**

- Location of Boundary Lines of Right-of-Way 15' In Width.
- == Indicates Property Line is Right-of-Way Boundary In Width.

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

VIRGINIA ELECTRIC AND POWER COMPANY  
doing business as

**Dominion Energy Virginia UG**

District Williamsburg		
District-Township-Borough Stonehouse	County-City James City County	State Virginia
Office 28-Williamsburg	Plat Number 28-17-0057	
Estimate Number 10136255	Grid Number M1742	
Date 7/25/17	By Shukhrat Sabirov	