

170 013177



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 01 day of June, 2017, by and between

FRANCISCUS @ PROMENADE LLLC
A VIRGINIA MEMBER MANAGED LIMITED LIABILITY COMPANY

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

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. 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 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; and for these purposes including, but not limited to, the right to lay, construct and maintain one or more lines of underground conduits and cables, as GRANTEE may from time to time deem advisable, and all wires, terminal poles, their supports and attachments, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, accessories and appurtenances desirable in connection therewith.

2.1 The easement granted herein shall extend across the lands of GRANTOR situated in WILLIAMSBURG, Virginia, as more fully described on Plat(s) Numbered 10-16-0208, attached to and made a part of this Right of Way Agreement (the "Designated Easement"); the width of said Designated Easement is VARIES (VARIES) feet; the location of the boundaries of the Designated Easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

Initials: [Signature]

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

(Page 1 of 7 Pages)
DVPIDNo(s). 10-16-0208
Tax Map No. 481220002X9

Form No. 720494-1 (Apr 2016)
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Returned to
Dominion VA Power
c/o Lori Rountree
902 G St
Hampton VA 23661

Right of Way Agreement

2.2 In addition to the Designated Easement described above, the easement granted herein shall extend from the Designated Easement across the lands of GRANTOR to one location on each lot shown on the attached Plat for the provision of electrical service to the proposed improvement on the lot (the "Undesignated Easements"); the locations of the Undesignated Easements shall be selected by GRANTEE and the center lines of the Undesignated Easements shall be determined by GRANTEE'S facilities as actually installed.

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 rights 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 that are adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

Initials: _____

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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.

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 of its 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:

- (a) it is seized of and has the right to convey the interests, rights, and privileges granted under this Right of Way Agreement;
- (b) delivery and recordation of this Right of Way Agreement will entitle GRANTEE to quiet and peaceable possession, use, and enjoyment of that easement, rights, and privileges;
- (c) it will execute such further assurances thereof as reasonably may be required; and
- (d) the Manager's and Signatory's warranties in paragraph 12 below are correct.

12. This Right of Way Agreement is executed for GRANTOR by a person who is GRANTOR's manager, managing member, or other authorized agent (the "Manager"). The Manager warrants as follows:

- (a) GRANTOR is a limited liability company validly organized and existing under the laws of the State of Virginia
- (b) GRANTOR is in full compliance with all applicable requirements relating to its organization, its continued existence, and its authority to operate under the laws of its state of organization and in the Commonwealth of Virginia.
- (c) GRANTOR has all power and authority requisite to owning and operating its assets as referred to in this Right of Way Agreement and to carrying on its business as now conducted and as currently proposed to be conducted.
- (d) GRANTOR has the authority to enter into, execute, and deliver this Right of Way Agreement to GRANTEE and to incur and perform its obligations hereunder.
- (e) the Signatory's execution and delivery of this Right of Way Agreement on behalf of the Manager has been duly authorized in conformity with (i) the organizational documents of GRANTOR and of the Manager and (ii) the laws of the state or states where GRANTOR and the Manager are organized.

13. The individual executing the Right of Way Agreement on behalf of GRANTOR warrants that the GRANTOR is a limited liability company ("LLC") duly organized and currently existing and in good standing under the laws of Virginia and that he or she is duly and fully authorized as a [manager/managing member/member] thereof to execute the easement on behalf of said LLC. Execution of this Agreement is not prohibited, nullified, voided, or otherwise invalidated by the current Operating Agreement or other documents of the LLC.

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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.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its duly authorized agent on the date first above written.

By: [Signature]
Title: V.P.

State of Virginia
City/County of Virginia Beach

The foregoing instrument was acknowledged before me this 1 day of June, 2017

by James O. Myers, Jr., who is the Vice President,
(Name of Signatory) (Title)

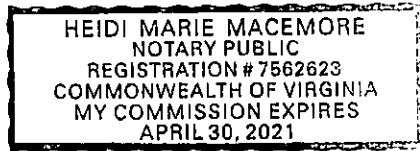
of FRANCISCUS AT PROMENADE LLC
(Name of Limited Liability Company)

on behalf of the limited liability company.

Heidi Marie Macemore Notary Public (Print Name)
[Signature] Notary Public (Signature)

Virginia Notary Reg. No. 7562623 My commission expires: April 30, 2021

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DVPIDNo(s). 10-16-0208



Form No. 721659-2 (May 2013)
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PLAT ATTACHED

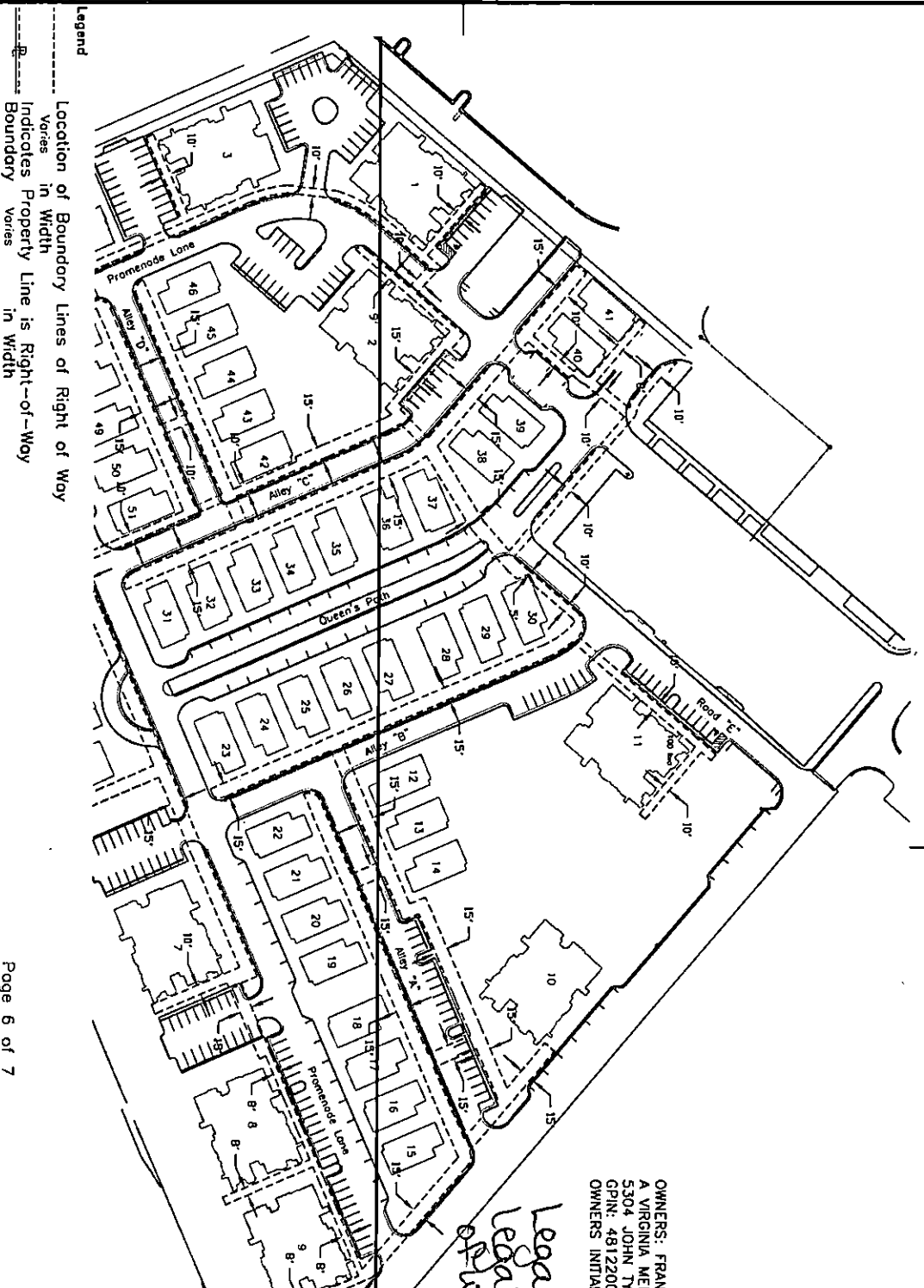
VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY

This document was admitted to record on 6-27-2017
at 2:52 AM/PM The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ _____ \$ _____ \$ _____

TESTE: MONA A. FOLEY, CLERK

BY [Signature] Clerk



Legend

Location of Boundary Lines of Right of Way
 - - - - - Varies in Width

Indicates Property Line is Right-of-Way
 - - - - - Varies in Width

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OWNERS: FRANCISCUS AT PROMENADE LLC
 A VIRGINIA MEMBER MANAGED LIMITED LIABILITY COMPANY
 5304 JOHN TYLER HIGHWAY WILLIAMSBURG VA 23188
 GPN: 48122000249
 OWNERS INITIALS: _____

*Legal Ac: 1875
 legal desc: P-29 Resub
 of promenade crossing
 was (48-1) (aa-21) &
 (aa-22)*

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

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Virginia Power UC

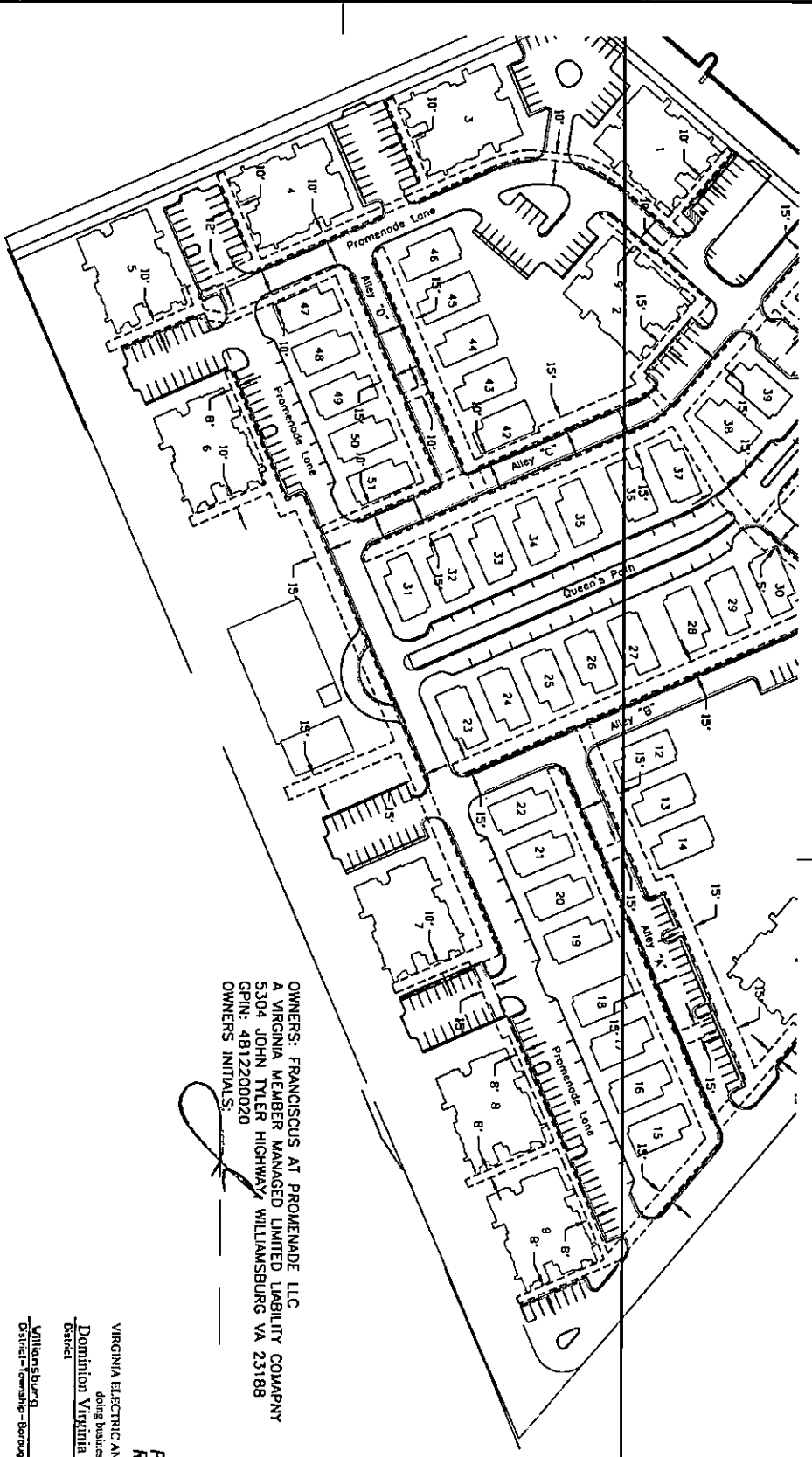
Willsburg District - Borough County-City State
 Berkeley James City County Va
 office Post Number

Willsburg 10-15-0208
 Estimate Number Grid Number
 10064278 MI836
 Date: 12/13/16 by: D. Genthright

Pg. 7

Pg. 6

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



OWNERS: FRANCISCUS AT PROMENADE LLC
 A VIRGINIA MEMBER MANAGED LIMITED LIABILITY COMPANY
 5304 JOHN TYLER HIGHWAY WILLIAMSBURG VA 23188
 GPIN: 4812200020
 OWNERS INITIALS: *[Signature]*

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

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Virginia Power UG

Williamsburg District-Township-Borough County-City State
 Berkeley James City County Va
 Office Parcel Number

Williamsburg 10-16-0208
 Estimate Number Grid Number
 10064278 M1836
 Date: 12/13/16 By: D. Gortright