

170 017192



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 16th day of August, 2017, by and between

ENCO, LLC.
A VIRGINIA LIMITED LIABILITY COMPANY

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

(Page 1 of 8 Pages)
DVPIDNo(s). 28-17-0038
Tax Map No. 3910100015

Right of Way Agreement

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 **28-17-0038**, 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: WK CCW

(Page 2 of 8 Pages)
DVPIDNo(s). 28-17-0038

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: UK Bl. CCW

(Page 3 of 8 Pages)
DVPIDNo(s). 28-17-0038

Form No. NaN-3 ()
© 2017 Dominion Energy



Right of Way Agreement

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.

(Page 4 of 8 Pages)

DVPIDNo(s). 28-17-0038

Right of Way Agreement

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: *Peter P. Walker*

Peter P. Walker

Name: _____

Manager

Title: _____

State of Virginia

City/County of Williamsburg / James City

The foregoing instrument was acknowledged before me this 16th day of August, 2017

by Peter P. Walker, who is the Manager
(Name of Signatory) (Title)

of ENCO, LLC. A VIRGINIA LIMITED LIABILITY COMPANY
(Name of Limited Liability Company)

on behalf of the limited liability company.

CYNTHIA T MOORE

Notary Public (Print Name)

Cynthia T Moore

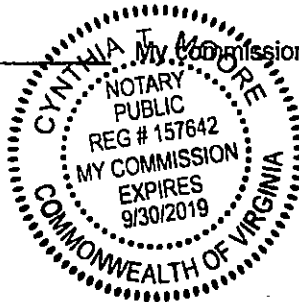
Notary Public (Signature)

Virginia Notary Reg. No. 157642

My Commission expires: 09/30/2019

(Page 5 of 8 Pages)

DVPIDNo(s). 28-17-0038



Right of Way Agreement

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: *C. C. Walker*
Cynthia C. Walker
Name: _____
Manager
Title: _____

State of Virginia
City/County of Williamsburg / James City

The foregoing instrument was acknowledged before me this 16th day of August, 2017

by Cynthia C. Walker, who is the Manager
(Name of Signatory) (Title)

of ENCO, LLC. A VIRGINIA LIMITED LIABILITY COMPANY
(Name of Limited Liability Company)

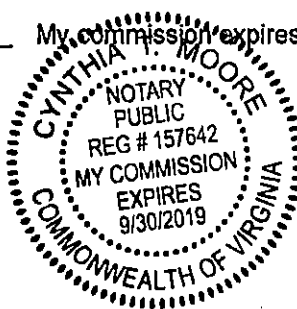
on behalf of the limited liability company.

CYNTHIA T MOORE
Notary Public (Print Name)

Cynthia T Moore
Notary Public (Signature)

Virginia Notary Reg. No. 157642 My commission expires: 09/30/2019

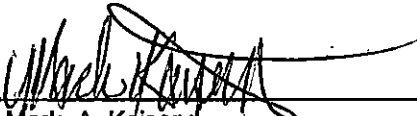
(Page 6 of 8 Pages)
DVPIDNo(s). 28-17-0038



Right of Way Agreement

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: 
Name: Mark A. Kaisand
Title: Manager

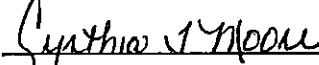
State of Virginia
City/County of Williamsburg / James City

The foregoing instrument was acknowledged before me this 16th day of August, 2017

by Mark A. Kaisand, who is the Manager
(Name of Signatory) (Title)

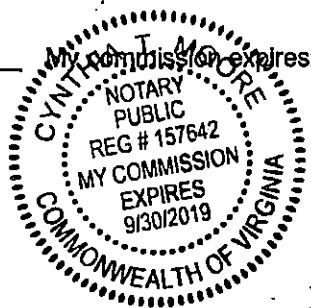
of ENCO, LLC. A VIRGINIA LIMITED LIABILITY COMPANY
(Name of Limited Liability Company)

on behalf of the limited liability company.

CYNTHIA T MOORE Notary Public (Print Name)  Notary Public (Signature)

Virginia Notary Reg. No. 157642 My Commission Expires: 09/30/2019

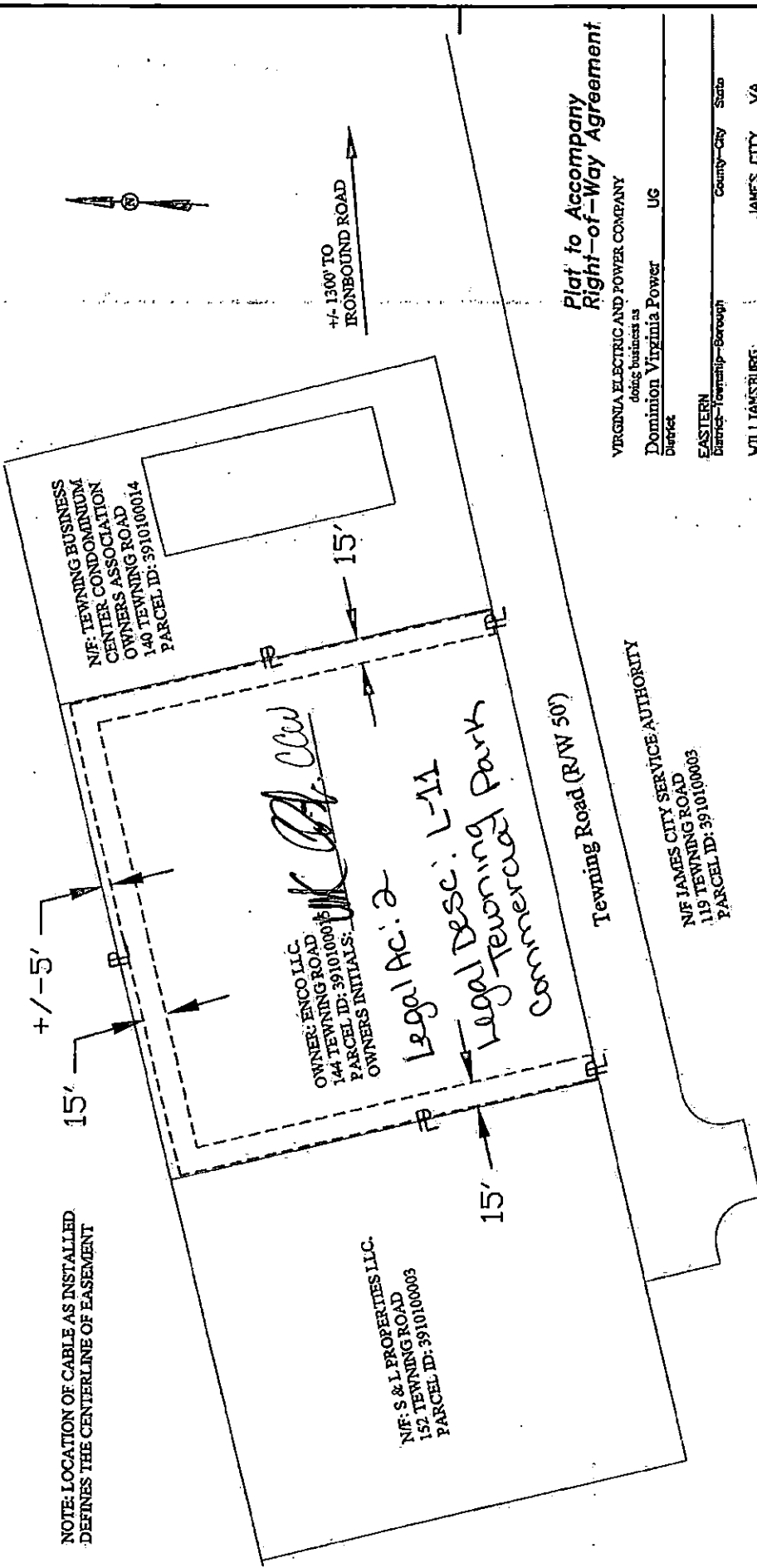
(Page 7 of 8 Pages)
DVPIDNo(s). 28-17-0038



PLAT ATTACHED

INSTRUMENT 170017192
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
August 29, 2017 AT 08:54 AM
MONA A. FOLEY, CLERK
RECORDED BY: CAF

NOTE: LOCATION OF CABLE AS INSTALLED
DEFINES THE CENTERLINE OF EASEMENT



N/F: S & L PROPERTIES LLC.
152 TEWNING ROAD
PARCEL ID: 3910100003

OWNER: ENCO LLC.
144 TEWNING ROAD
PARCEL ID: 3910100005
OWNERS INITIALS: *EN*

N/F: TEWNING BUSINESS
CENTER CONDOMINIUM
OWNERS ASSOCIATION
140 TEWNING ROAD
PARCEL ID: 3910100014

Legal Ac: 2
Legal Desc: L-11
Legal TeWning Park
Common Road (RW 50')

N/F JAMES CITY SERVICE AUTHORITY
119 TEWNING ROAD
PARCEL ID: 3910100005

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

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

EASTERN
District-Township-Borough County-City State
WILLIAMSBURG JAMES CITY VA
Office Plot Number

28 - WILLIAMSBURG 28-17-0038
Estimate Number Grid Number

10118225 10118225 M1837
Date *8/10/2017* BY *B.L.A. Mcay*

Legend
--- Location of Boundary Lines of Right of Way
15' in Width
--- Indicates Property Line is Right-of-Way Boundary