



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 20th day of July, 2006, by and between

Poplar Hill Community Development Authority, Prince Edward County, Virginia

("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:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid 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 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 easement shall extend fifteen (15) feet in width across the lands of **GRANTOR**; and

Initials: CAK _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, 2501 Grayland Avenue Richmond VA 23220.

(Page 1 of 6 Pages)

DVPIDNo(s). 00-06-0421

Tax Map No. 51-A-41T, 51-A-41U

Form No. 728493A1(Apr 2006)
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Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Prince Edward, Virginia, as more fully described on Plat(s) Numbered 00-06-0421, 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.

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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 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** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted 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.

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 DVPIDNo(s). 00-06-0421

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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, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR.

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 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 authorized officer or agent, described below, on the date first above written.

POPLAR HILL COMMUNITY DEVELOPMENT
AUTHORITY, PRINCE EDWARD COUNTY, VIRGINIA

By: C. Norman Krueger
Title: Chairman, CDA

State of Virginia
County of Prince Edward, to-wit:

I, Lisa G. Taylor, a Notary Public in and for the State of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

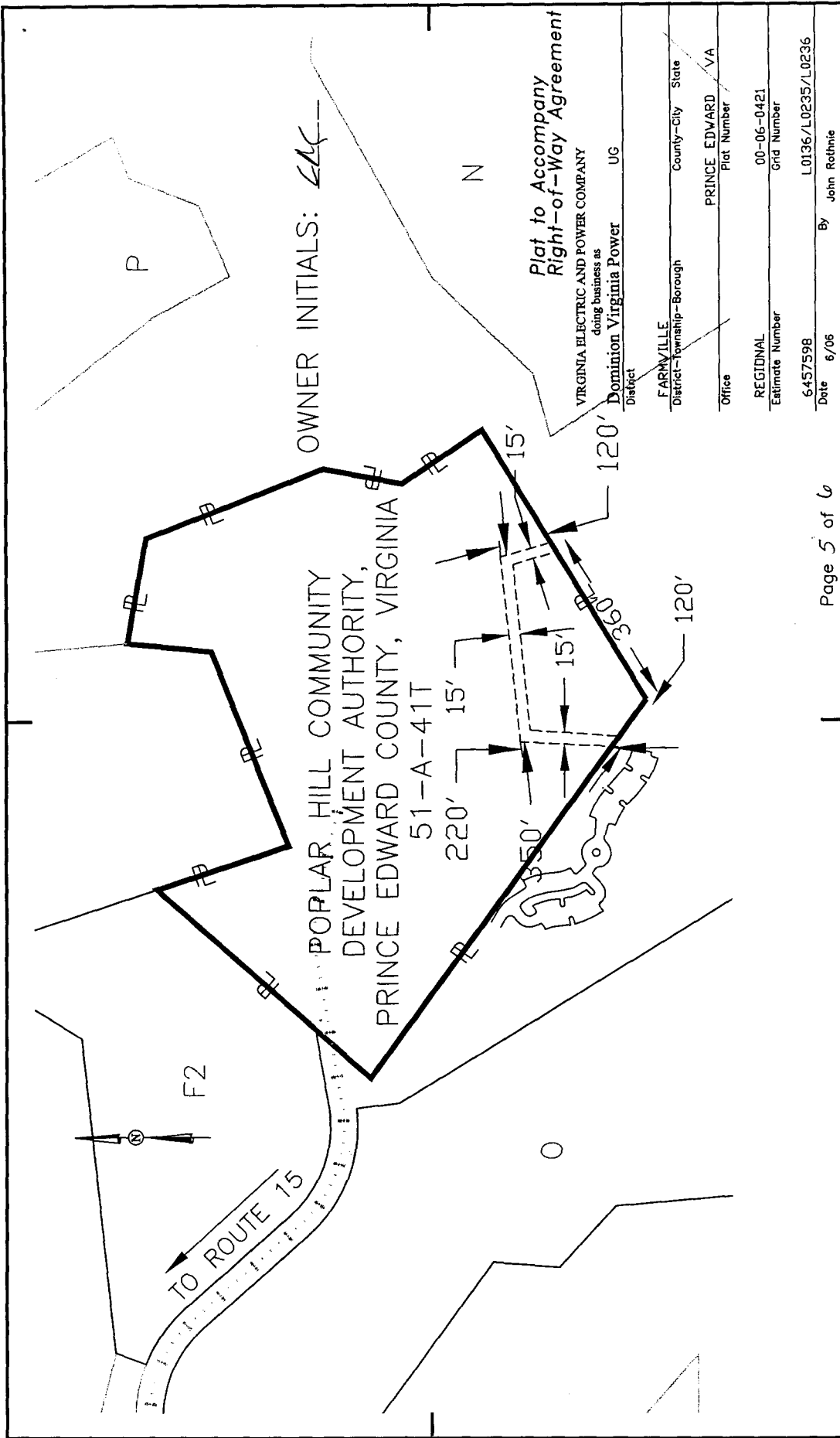
C. Norman Krueger, Chairman, CDA, of the County of Prince Edward,
(Name of officer or agent) (Title of officer or agent)

Virginia, whose name is signed to the foregoing writing dated this 20th day of July, 2006, and acknowledged the same before me.

Given under my hand July 20, 2006.

Lisa G. Taylor
Notary Public

My Commission Expires: 08-31-07
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OWNER INITIALS: LAC

POPLAR HILL COMMUNITY DEVELOPMENT AUTHORITY, PRINCE EDWARD COUNTY, VIRGINIA

51-A-41T

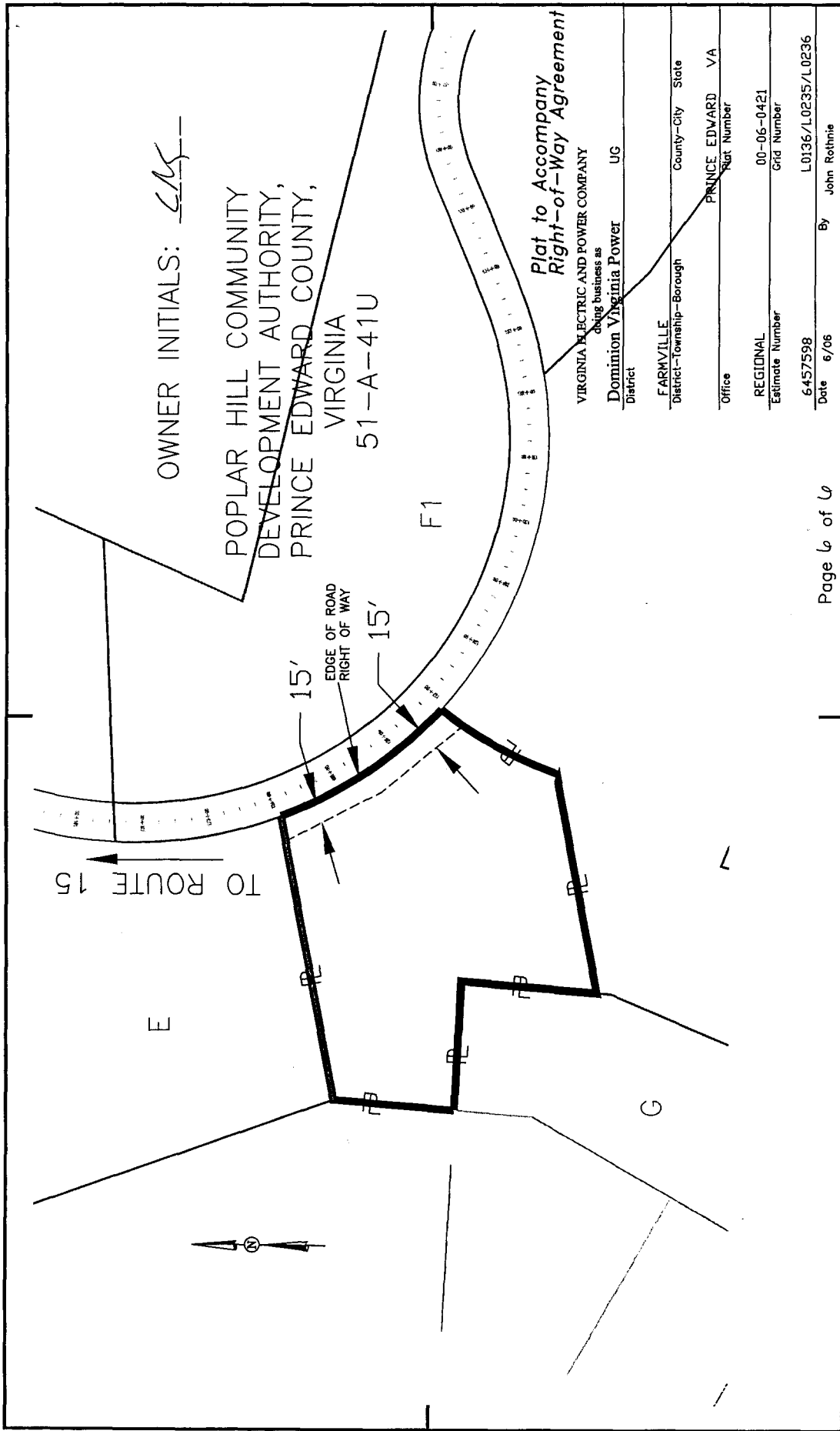
Plat to Accompany Right-of-Way Agreement

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

FARMVILLE District-Township-Borough County-City State PRINCE EDWARD VA Plot Number

REGIONAL Estimate Number 00-06-0421 Grid Number

6457598 Date 6/06 By John Rehnke L0136/L0235/L0236



OWNER INITIALS: CAK

POPLAR HILL COMMUNITY
DEVELOPMENT AUTHORITY,
PRINCE EDWARD COUNTY,
VIRGINIA
51-A-41U

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

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

FARMVILLE
District-Township-Borough Prince Edward VA
County-City State

Office Plat Number

REGIONAL
Estimate Number 00-06-0421
Grid Number

6457598
Date 6/06 L0136/L0235/L0236
By John Rothnie

INSTRUMENT #200602232
RECORDED IN THE CLERK'S OFFICE OF
PRINCE EDWARD COUNTY ON
AUGUST 11, 2006 AT 11:04AM
MACHELLE J. EPPES, CLERK

~~Grantor's Tax: \$~~
Examined and Mailed/Delivered To:

RECORDED BY: JNG

Date: 8-11-06 Dominion Virginia Power
RW Dept.
2501 Craighand Ave
Richmond, VA 23260