



### Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 24 day of July, 2006, by and between

Poplar Hill Development Group, LLC  
A manager 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:**

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:   *VP*   \_\_\_\_\_

**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 9 Pages)  
DVPIDNo(s). 00-06-0420  
Tax Map No. 51-A-41D, 51-A-41E, 51-A-41S

## 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 00-06-0420, 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:  \_\_\_\_\_

(Page 2 of 9 Pages)

DVPIDNo(s). 00-06-0420


### 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 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.

Initials:  \_\_\_\_\_

(Page 3 of 9 Pages)  
 DVPIDNo(s). 00-06-0420

Form No. 728493A3(Apr 2006)  
 © Dominion Resources Services, Inc.



## 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 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 Manager's execution and delivery of this Right of Way Agreement has been duly authorized in conformity with (i) the organizational documents of **GRANTOR** and (ii) the laws of the state or states where **GRANTOR** is 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/managed or member/managed) 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 9 Pages)

DVPIDNo(s). 00-06-0420

Form No. 721559A1(Sep 2004)  
© Dominion Resources Services, Inc.



### 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: [Signature]  
Title: Manager

State of Virginia  
City/County of Prince Edward

The foregoing instrument was acknowledged before me this 24th day of July, 2006  
by Southard S. Brunfield, who is the Manager,  
(Name of Signatory) (Title)

of Poplar Hill Development Group, LLC on behalf of the limited liability company.  
(Name of Limited Liability Company)

Lisa G. Taylor  
Notary Public (Print Name)

Lisa G. Taylor  
Notary Public (Signature)

My commission expires: 08.31.07

(Page 5 of 9 Pages)  
DVPIDNo(s). 00-06-0420

**AFFIDAVIT**

**AFFIANT**, first being duly sworn, states as follows:

1. I am a Manager of Poplar Hill Development Group, LLC, a manager-managed Virginia Limited Liability Company (the "LLC").
2. I make this affidavit in support of my execution of an easement on behalf of the LLC conveying certain rights to Virginia Electric and Power Company (the "Easement").
3. The Articles of Organization of the LLC that are in effect on the date of this affidavit are incorporated herein by reference and have not been amended.
4. There are no limitations on a Manager's authority in the current Operating Agreement or otherwise that would prohibit, nullify, void, or otherwise invalidate the grant of the Easement to the Company.
5. As of the date hereof, the LLC continues to exist and has not been dissolved for any reason, including but not limited to the bankruptcy of any Member of the LLC or the LLC itself, or the death, resignation, or expulsion of any LLC Member.

  
 \_\_\_\_\_  
 Affiant

State of Virginia  
 City/County of Prince Edward

**SWORN AND SUBSCRIBED TO** before me in my jurisdiction aforesaid this 24th  
 day of July, 2006 by Southard S. Brumfield  
 (Name of Manager Signing)

Lisa G. Taylor  
 Notary Public (Print Name)

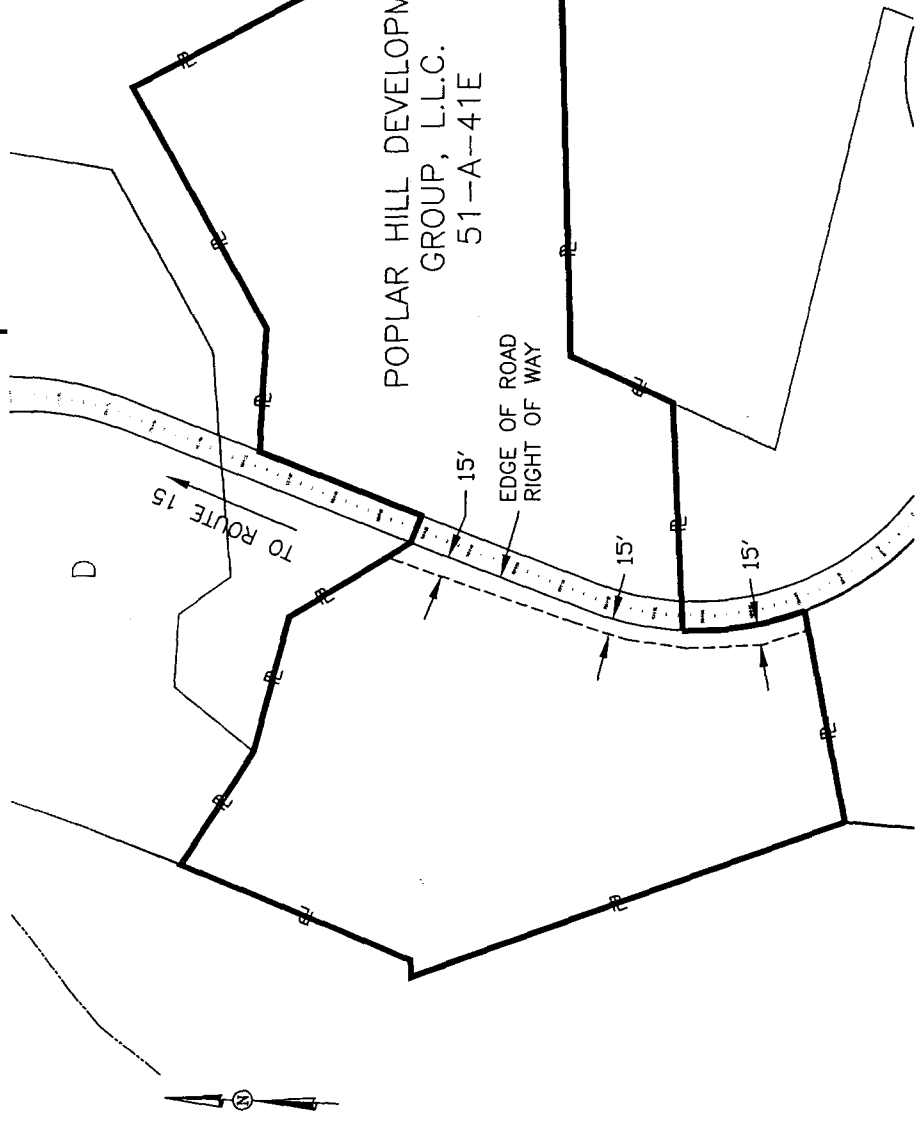
Lisa G. Taylor  
 Notary Public (Signature)

My commission expires: 08.31.07

(Page 6 of <sup>a</sup> Pages)  
 DVPIDNo(s). 00-06-0420

OWNER INITIALS: *[Signature]*

POPLAR HILL DEVELOPMENT  
GROUP, L.L.C.  
51-A-41E



**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

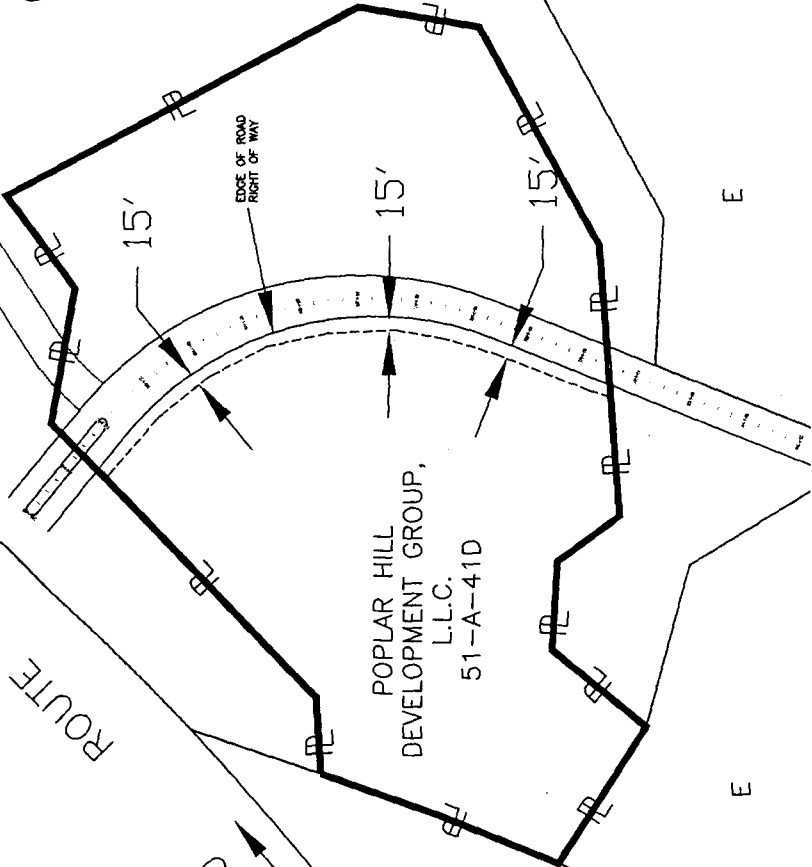
REGIONAL  
Estimate Number 00-06-0420  
Grid Number

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

OWNER INITIALS: *[Signature]*

ROUTE 15

1 MILE TO ROUTE 460



POPLAR HILL  
DEVELOPMENT GROUP,  
L.L.C.  
51-A-41D

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

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

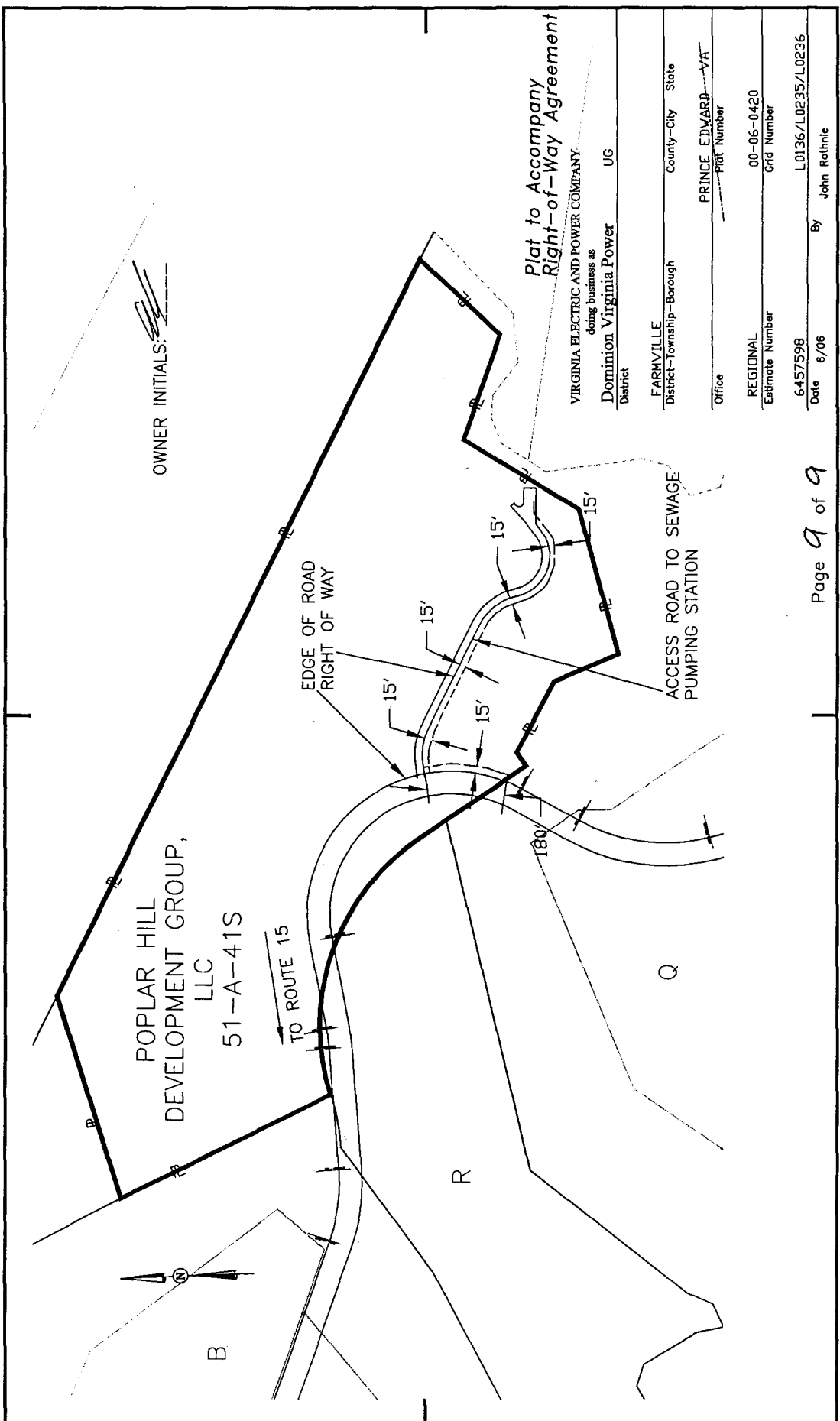
FARMVILLE  
District-Township-Borough  
County-City State  
PRINCE EDWARD VA

Office  
Plat Number

REGIONAL  
Estimate Number  
00-06-0420  
Grid Number

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





**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

Office PRINCE EDWARD, VA  
Plat Number

REGIONAL  
Estimate Number 00-06-0420  
Grid Number

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

INSTRUMENT #200602234  
RECORDED IN THE CLERK'S OFFICE OF  
PRINCE EDWARD COUNTY ON  
AUGUST 11, 2006 AT 11:18AM  
MACHELLE J. EPPES, CLERK

RECORDED BY: JNG

~~Grantor's Tax: \$~~

Examined and Mailed/Delivered To:

Date: 8-11-06

Dominion Virginia Power  
RIW Dept  
2501 Grayland Ave  
Richmond, Va 23220