



Right of Way Agreement

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

Town of Southern Shores

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion North Carolina 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 telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, 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, ground connections, meters, attachments, equipment.

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
 Dominion North Carolina Power, 1707 W. Ehringhaus Street, Elizabeth City, North Carolina 27909

(Page 1 of 8 Pages)

DNCPIDNo(s): 630100029

NCDOT Project No.

Form No. 720023A (Mar 2001)
 © Dominion Resources Services, Inc.

Right of Way Agreement

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,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend --- (---) feet in width across the lands of **GRANTOR**.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Dare County, North Carolina, as more fully described on Plat(s) Numbered 680100029, 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 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** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

Initials: _____

(Page 2 of 8 Pages)

DNCPIDNot(s). 680100029

Right of Way Agreement

6. **GRANTEE** shall repair damage to roads, fences or other improvements ~~outside the boundaries of the easement~~ and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property ~~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 of 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 granted 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 and below ground obstructions as long as said fences 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 costs 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 and acknowledged 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 8 Pages)

DNCPIDNo(s). 260100029

Form No. 729623A2(Mar 2001)
© Dominion Resources Services, Inc.



Right of Way Agreement

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.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that **GRANTOR** is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: Town of Southern Shores

By: _____

Its: _____

(Title)



Right of Way Agreement

State of North Carolina

County of Dare

I, _____, a Notary Public for the jurisdiction aforesaid
(Notary's Name)

do hereby certify that _____ personally came
(Name of Signatory)

before me and acknowledged that he (or she) is _____, of
(Title)

Town of Southern Shores, a corporation, and
(Corporation Name)

that, he (or she), as _____, being authorized to do so, executed the
(Title)

foregoing on behalf of the corporation.

Witness my hand and official seal this _____ day of _____.

Notary Public

My commission expires: _____.

STATE OF NORTH CAROLINA

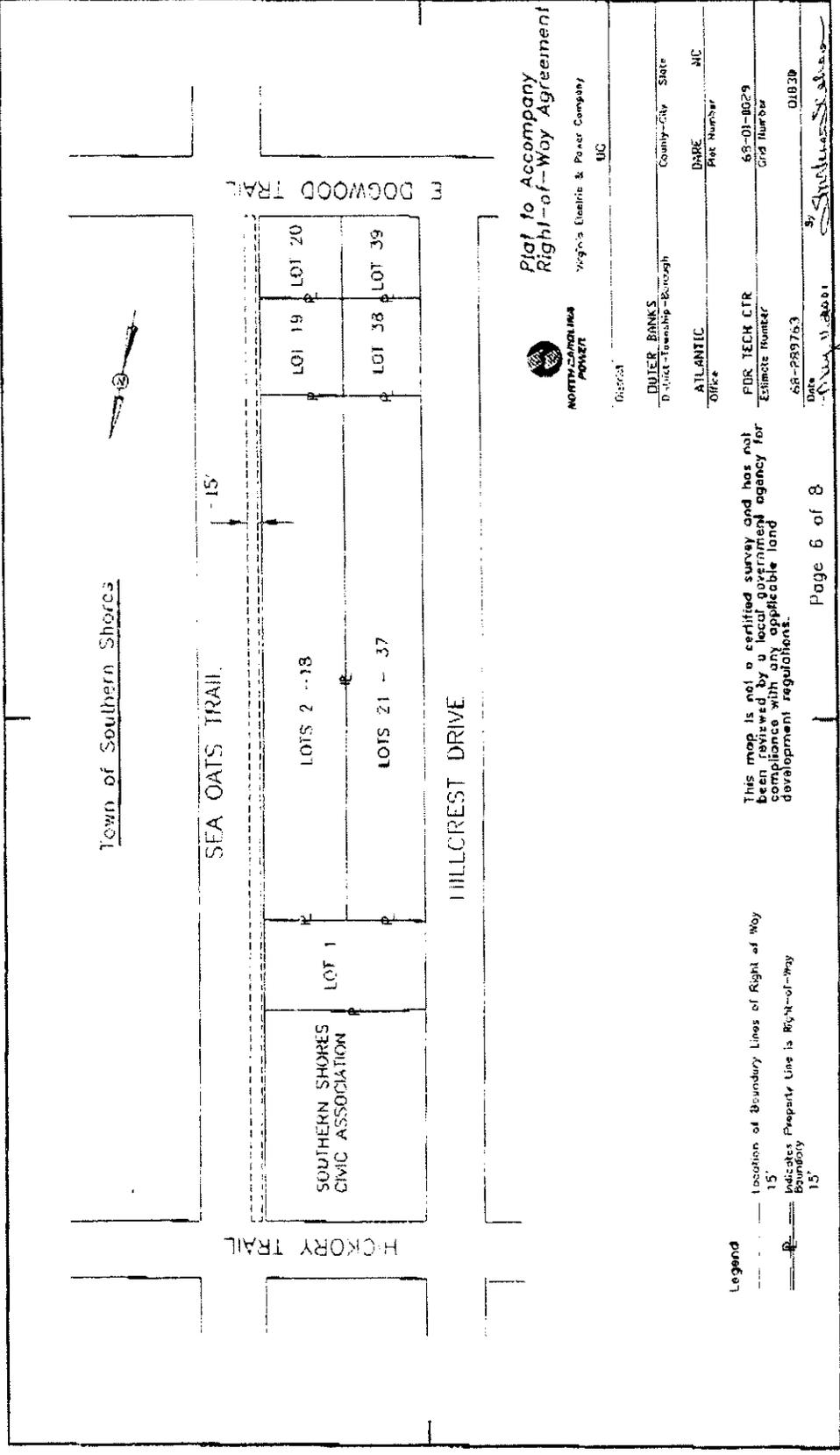
COUNTY OF _____

The foregoing certificate of _____, a Notary Public of

_____ County is certified to be correct.

This _____ day of _____

Register of Deeds



Town of Southern Shores

SEA OATS TRAIL

SOUTHERN SHORES CIVIC ASSOCIATION

LOT 1

LOTS 2 - 18

LOTS 21 - 37

HILLCREST DRIVE

HICKORY TRAIL

DOGWOOD TRAIL



15'

Legend

- Location of Boundary Lines of Right of Way
- - - 15' Boundary
- ==== 15' Boundary

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

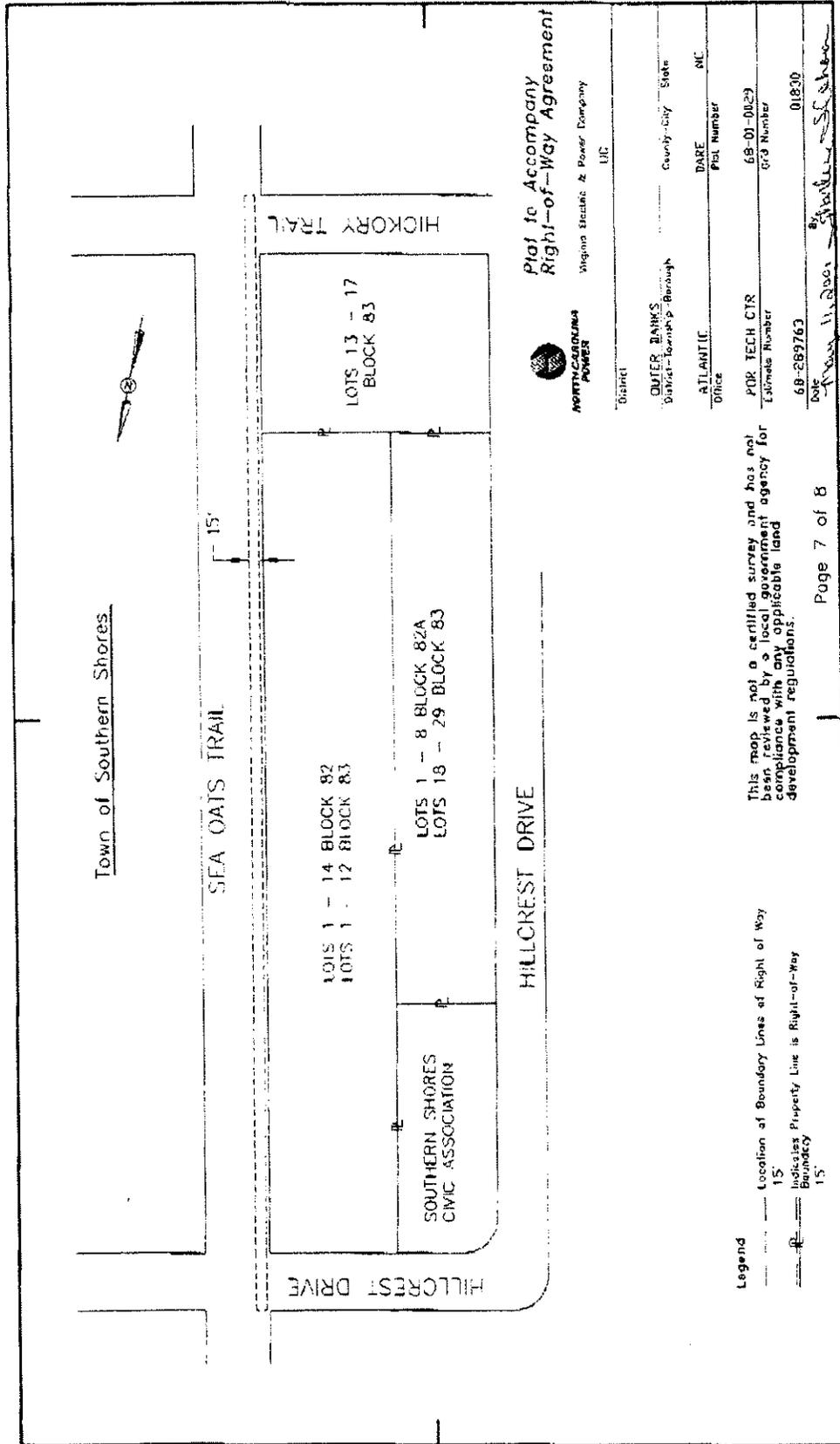
Page 6 of 8

Plat to Accompany Right-of-Way Agreement



North Carolina Power Company

District	
DUIER BANKS	County-City State
District-Township-Rorough	
ATLANTIC	DIME NC
Office	Page Number
PDR TECH CTR	68-01-8029
Estimate Number	Grid Number
68-289763	01820
Date	By
11/11/2001	SHAW, J. J.



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



Virginia Electric & Power Company
LIC

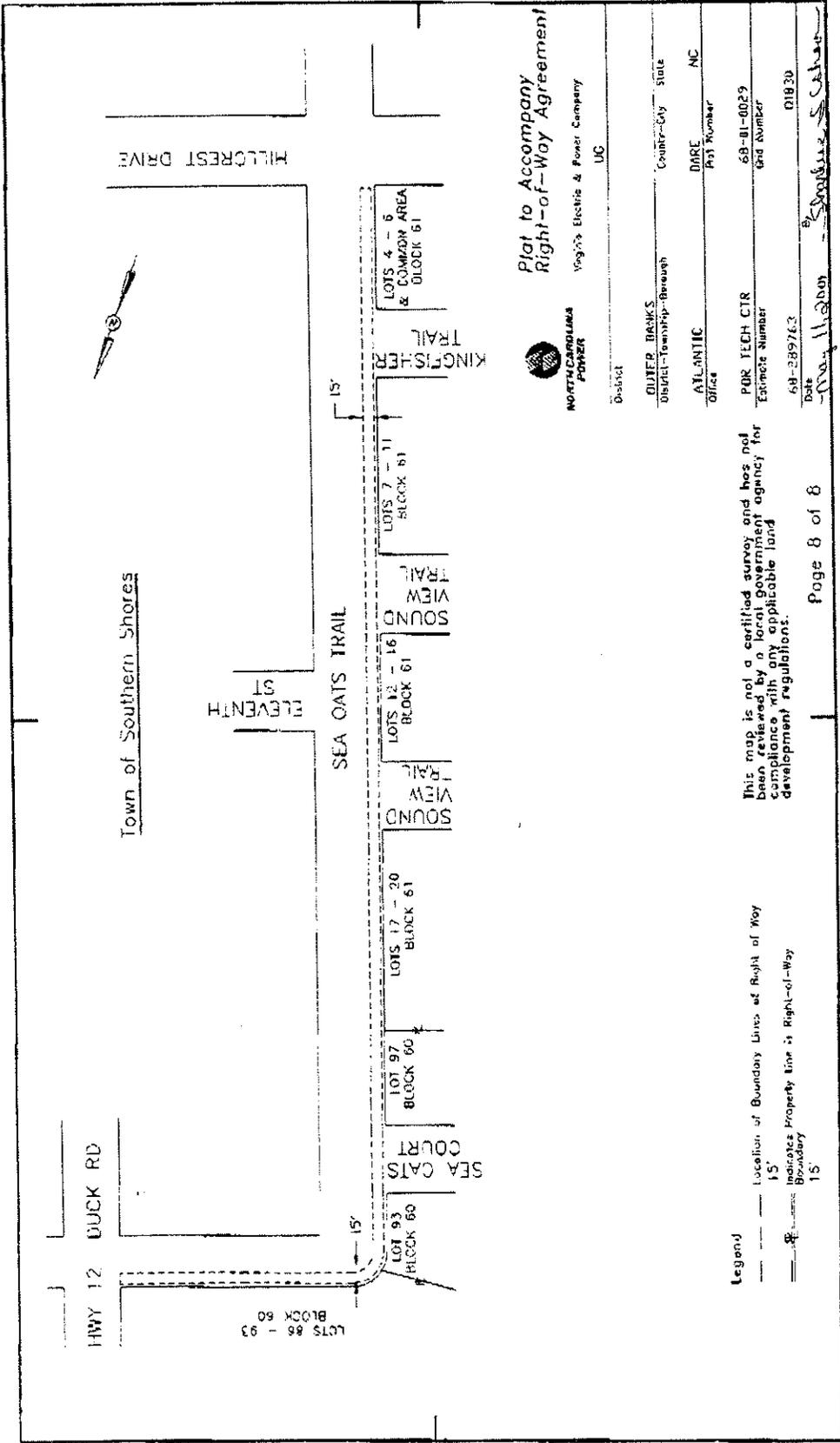
District	Outer Banks	County-City	State
	District		NC
Office	ATLANTIC	DARE	Plot Number
			68-01-0029
			Grid Number
			68-289763
			01830

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Legend

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

Don't say it, show it. *[Signature]*



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



NORTH CAROLINA POWER
Virginia Electric & Power Company
UC

District	0-5161
Office	ATLANTIC
Country-City	OUTER BANKS
State	NC
Estimate Number	68-81-0029
Job Number	68-289763
Date	01/8/20

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Legend

- Location of Boundary Lines of Right of Way
- 15' --- Boundary
- Indicates Property Line of Right-of-Way
- 15' --- Boundary

Page 8 of 8
Date: 01/11/2009
By: [Signature]