



**Right of Way Agreement
(VOF Encumbered Property)**

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 16th day of September, 2019 by and between:

PIPER ENTERPRISES, LTD., a Virginia corporation

GRANTOR and the 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 acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement 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; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduit and cables as **GRANTEE** may from time to time determine, and above ground small scale incidental equipment desirable in connection therewith; the width of said non-exclusive easement shall extend ten (10) feet in width across the lands of **GRANTOR**.

OWNERS INTIALS: _____

Initials: MMK COM _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 3072 Centreville Road, Herndon, VA 20171

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2. The easement granted herein shall extend across the lands of the **GRANTOR** situated in Marshall district, Fauquier County, Virginia, as more fully described on Plat(s) Numbered 47-17-0060, 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 the said Plat(s), reference being made thereto for a more particular description thereof.
3. All facilities constructed hereunder shall remain the property of the **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by the **GRANTOR**, 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, 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 the **GRANTEE** shall remain the property of the **GRANTOR**.
5. For the purposes 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 the **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 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: MMK COLL _____

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7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights 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 the 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 easement 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 the terms and conditions contained herein 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 shall mean the plural and the plural the singular.

Initials: MMK CFM _____

Right of Way Agreement

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, right and privileges; and the **GRANTOR** shall execute such further assurances thereof as may be reasonably required. Notwithstanding the foregoing, **GRANTEE** acknowledges that the **GRANTOR's** property is subject to an open-space and conservation easement held by the Virginia Outdoors Foundation ("VOF") and The Piedmont Environmental Council ("PEC"). As a result, prior to the recordation of this Agreement in the land records, a VOF and PEC Addendum specific to the **GRANTOR's** property shall be attached hereto wherein the VOF and PEC consents to the granting of the Easement subject to the terms and conditions set forth in the Addendum.

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

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 the 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.

PIPER ENTERPRISES, LTD,
a Virginia corporation

By: *Georgia H. Herbert* VP

Name: GEORGA H. HERBERT

Title: VICE PRESIDENT

State of Virginia

City/County of The Plains/Fauquier

The foregoing instrument was acknowledged before me this 16th day of September, 2019
by Georgia H. Herbert, who is the Vice President of
(Name of Person Signing) (Title of Person Signing)

PIPER ENTERPRISES, LTD., a Virginia corporation, on behalf of said corporation.

Jessica Gerald
Notary Public (Name)

Jessica Gerald
Notary Public (Signature)

My commission expires: 10/31/2020

Notary Registration Number: 7524410

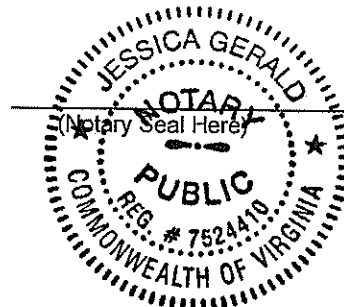


Exhibit A - Consent to Dominion Energy Right of Way Agreement

This Consent is made on this 24th day of September, 2019, by the VIRGINIA OUTDOORS FOUNDATION, an agency of the Commonwealth of Virginia ("VOF"), and THE PIEDMONT ENVIRONMENTAL COUNCIL ("PEC") in favor of Virginia Electric and Power Company, doing business in Virginia as Dominion Energy Virginia, a Virginia public service company, pursuant to the Amended and Restated Deed of Gift of Easement granted in favor of VOF and PEC and recorded in the Fauquier County Circuit Court's Office in Deed Book 1546, Page 1243, and further amended by a Deed of Further Amendment and Confirmation of Amended and Restated Deed of Gift of Easement recorded in the Fauquier County Circuit Court's Office in Deed Book 1546, Page 1303.

VOF and PEC hereby join in this Instrument to acknowledge its consent to the granting of the above Dominion Energy Right of Way Agreement subject to the following conditions:

1. No above-ground structures other than small-scale incidental equipment to serve the underground utility and communication lines may be located within the area subject to the ten (10') foot utility easement.
2. VOF and PEC assert that the Notice to Landowner contained in the Dominion Energy Right of Way Agreement is a requirement of Virginia Code Section 56-259.1 and that the language therein in no way gives the Utility Company any power of eminent domain with respect to VOF's interest in the property described in its open-space easement.

Witness the following signatures and seals:

VIRGINIA OUTDOORS FOUNDATION,
an agency of the Commonwealth of Virginia

Sign: Leslie H. Grayson
Name (Print): LESLIE H. GRAYSON
Title (Print): DEPUTY DIRECTOR

State of: Virginia

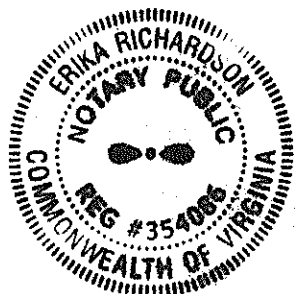
City/County of: Fauquier

The foregoing was executed and acknowledged before me this 24th day of September, 2019 by Leslie H. Grayson, the Deputy Director of the Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, on behalf of such agency.

My Commission Expires: 8-31-2020

Notary Registration Number: 354086

(Page 5 of 6 Pages)
VAROW NO(s) 47-17-0060



Erika Richardson
(Notary Seal Here)

THE PIEDMONT ENVIRONMENTAL COUNCIL,
a Virginia non-stock, private non-profit
conservation organization

Sign: *Christopher G. Miller*

Name (Print): Christopher G. Miller

Title (Print) President

State of: Virginia

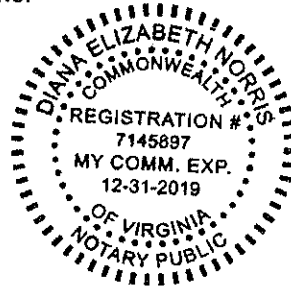
City/County of: Fauquier

The foregoing was executed and acknowledged before me this 19th day
of September, 2019 by Christopher G. Miller
the President of The Piedmont Environmental Council, a Virginia
non-stock, private non-profit conservation organization, on behalf of the same.

My Commission Expires: 12/31/2019

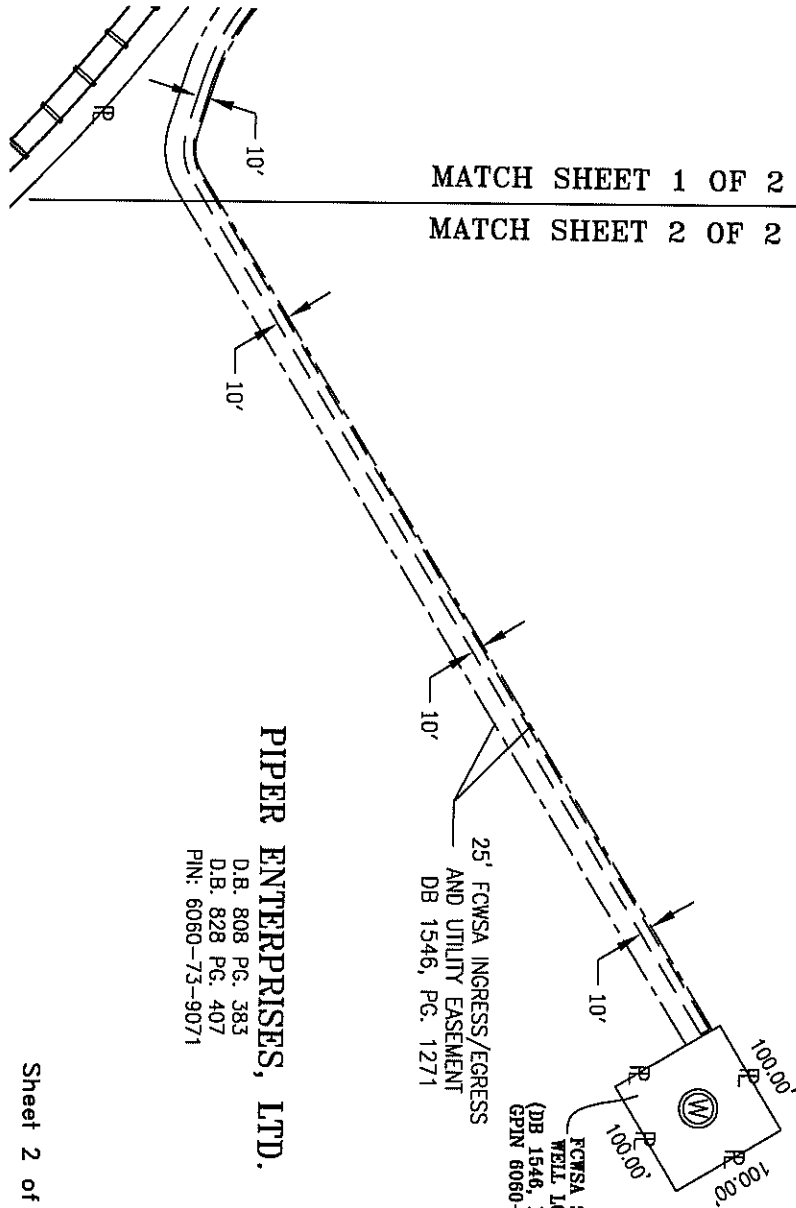
Notary Registration Number: 7145897

Diana Norris, Notary Public

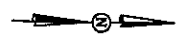


Notary Seal Here

MATCH SHEET 1 OF 2
 MATCH SHEET 2 OF 2



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



PIPER ENTERPRISES, LTD.
 D.B. 808 PG. 383
 D.B. 828 PG. 407
 PIN: 6060-73-9071

25' FCWSA INGRESS/EGRESS
 AND UTILITY EASEMENT
 DB 1546, PG. 1271

FCWSA SALEM
 WELL LOT #4
 (DB 1546, PG. 1271)
 GPIN 6060-83-0319

Sheet 2 of 2

*Plat to Accompany
 Right-of-Way Agreement*

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
 Dominion Energy Virginia Underground
 District: State: County: City: State
 Warrenton District-Township-Borough
 Harshall Office Fauquier Co. VA
 Office Plat Number
 Warrenton Estimate Number 47-17-0060
 10126302 Grid Number
 Date 10126302 By B1518
 Dec. 21, 2017 James W. West