



Right of Way Agreement

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

TOWN OF SOUTHERN SHORES,
A North Carolina Municipal Corporation

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion Energy North Carolina, 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 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:

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Energy North Carolina, 304 NC Highway 11N, Ahoskie, NC 27910.

(Page 1 of 6 Pages)
NCROW No(s). 68-22-0011

Right of Way Agreement

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

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 68-22-0011, 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**.

Initials: _____

(Page 2 of 6 Pages)

NCROW No(s). 68-22-0011

Form No. 721043-2 (May 2019)

© 2021 Dominion Energy

Right of Way Agreement

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.

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 6 Pages)

NCROW No(s). 68-22-0011

Form No. 721043-3 (May 2019)

© 2021 Dominion Energy



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, 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 County.

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

APPROVED AS TO FORM:

TOWN OF SOUTHERN SHORES

By:

(Name)

Title:

(Title)

State of _____

County of _____, to-wit:

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

_____, _____,
(Name of officer or agent) (Title of officer or agent)

on behalf of TOWN OF SOUTHERN SHORES, North Carolina, whose name is signed to the

foregoing writing dated this _____ day of _____, 20____, and acknowledged the same before me.

Given under my hand _____, 20_____.

Notary Public (Print Name)

Notary Public (Signature)

My Commission Expires: _____

(Page 4 of 6 Pages)



Right of Way Agreement

EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned **GRANTOR(s)** on the _____ day of _____, _____. The following terms and conditions are incorporated therein:

It is the intention of both parties hereto that GRANTOR shall maintain the ability to fulfill its statutory and legal responsibilities regarding the provision of public streets and the maintenance thereof.

Pursuant to that end, this Right of Way Agreement is for the conveyance of underground electrical rights only. GRANTEE shall have the right to lay, construct, operate and maintain said underground facilities, including underground conduits and cables, and all of the following underground equipment and facilities: wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connections boxes and other accessories and appurtenances necessary for the distribution and transmission of electricity.

GRANTEE'S right to lay, construct, operate and maintain underground facilities within the designated easement shall not interfere with use of the public street by the GRANTOR or by the general public.

GRANTOR reserves the right to maintain and, if necessary, replace the street paving and street improvements.

(SEAL)

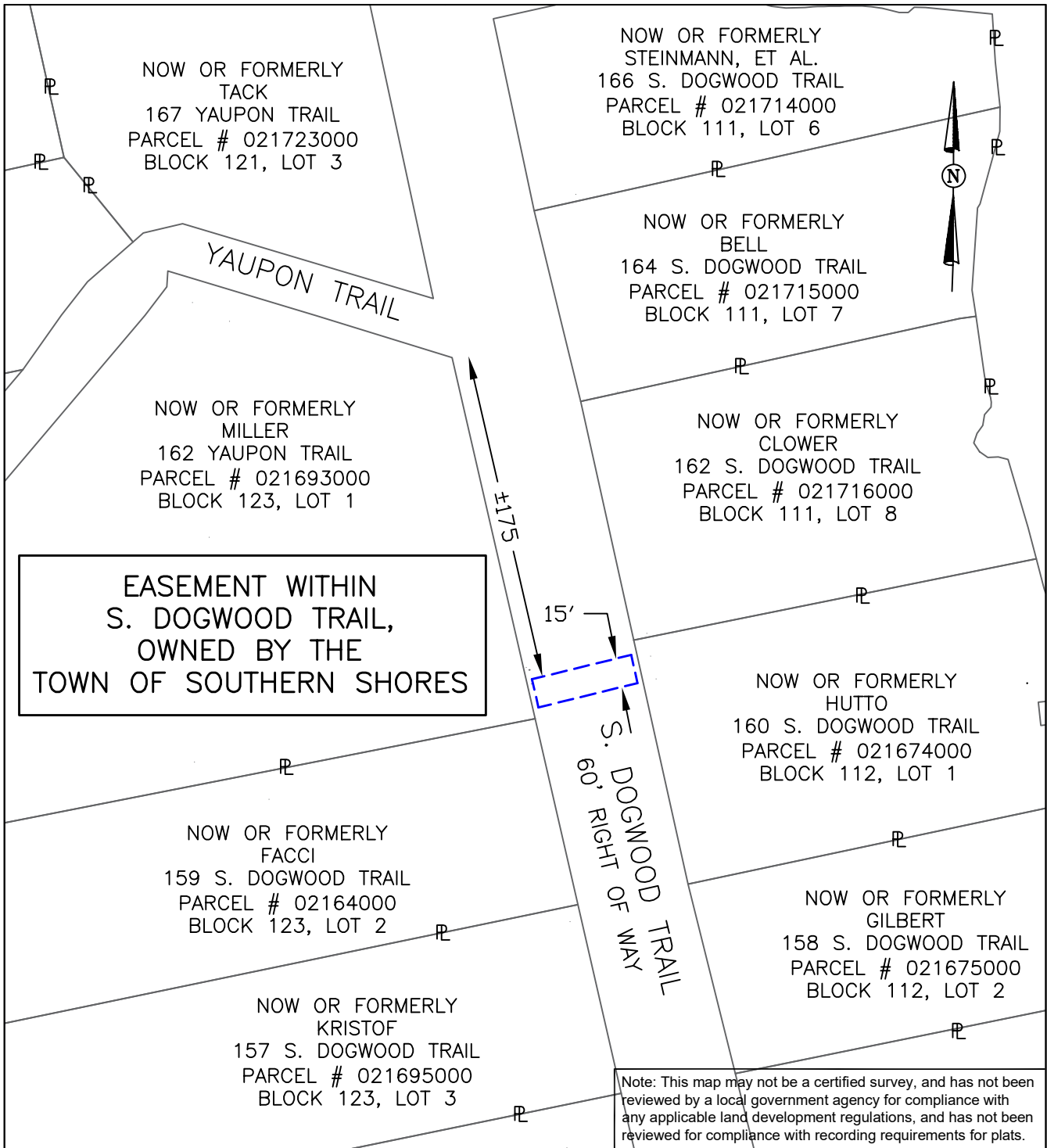
Elizabeth Morey, Mayor
Town of Southern Shores
(GRANTOR)

(SEAL)

Shaun Reilly, Authorized Representative
Dominion Energy North Carolina
(GRANTEE)

(Page 5 of 6 Pages)

NCROW No(s). 68-22-0011



**EASEMENT WITHIN
S. DOGWOOD TRAIL,
OWNED BY THE
TOWN OF SOUTHERN SHORES**

Note: This map may not be a certified survey, and has not been reviewed by a local government agency for compliance with any applicable land development regulations, and has not been reviewed for compliance with recording requirements for plats.

LEGEND ----- Location of Boundary Lines of Right-of-Way 15' in Width. ==P== Indicates Property Line is Right-of-Way Boundary 15' in Width.	District OUTER BANKS	Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy North Carolina
	District-Township-Borough County-City State SOUTHERN SHORES DARE NC	Plat Number 68-22-0011	
	Office KITTY HAWK	Grid Number Q1829	
	Estimate Number 10321793		
DATE FEBRUARY 28, 2022	BY TEMPLE/BROWN	OWNER INITIALS _____	