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 Fee Amt: \$32.33 Page 1 of 7
 Fauquier County, VA
 Gail H Barb Clerk of Circuit Court
 File# 2004-00022797
 BK **1134** PG **178-184**

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 10 day of December, 2004, by and between

MORRIS-ROEHR PROPERTIES, LLC
 a Virginia 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:

1.2 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 deem advisable, 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 thirty (30') feet in width across the lands of **GRANTOR**.

Initials:

This Document Prepared by Virginia Electric and Power Company and should be returned to:

Examined and Returned to: Dominion Virginia Power, 171 Elden Street Herndon VA 20170.

(Page 1 of 5 Pages)
 DVPIDNo(s). 40-04-0322
 Tax Map No. 6983-68-5113

Form No. 72B493A1(Dec 2004)
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Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Warrenton District, Fauquier County, Virginia, as more fully described on Plat(s) Numbered 40-04-0322, 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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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.

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Right of Way Agreement

11. **GRANTOR** covenants that:

- (a) it is seised 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 and Signatory's warranties in paragraph 12, below, are correct.

12. This Right of Way Agreement is executed for **GRANTOR** by a corporation that is **GRANTOR's** manager or managing member (the "Manager"). The Manager, and the natural person (the "Signatory") who has executed this Right of Way Agreement for the Manager, warrant 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 Signatory's execution and delivery of this Right of Way Agreement on behalf of the Manager has been duly authorized in conformity with (i) the organizational documents of **GRANTOR** and of the Manager and (ii) the laws of the state or states where **GRANTOR** and the Manager are 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.

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DVPIDNo(s). 40-04-0322

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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 this Right of Way Agreement to be signed in its name by its duly authorized agent as of the date first written above.

Corporate Seal

Morris-Roehr Properties, LLC

A Virginia Limited Liability Company

By: Thomas Roeher

(Name of Corporate Manager or Managing Member)

By: _____

Title: Managing Member

State of Virginia

City/County of Fauquier

The foregoing instrument was acknowledged before me this 10th day of December, 2004,

by Thomas Roeher

(Name of Signatory)

Managing Member

(Title of Signatory)

of Thomas Roeher

(Name of Corporate Manager)

which is the Managing Member

(“Manager” or “Managing Member”)

of Morris-Roehr Properties, LLC

(Name of Limited Liability Company)

on behalf of the corporation and of the limited liability company.

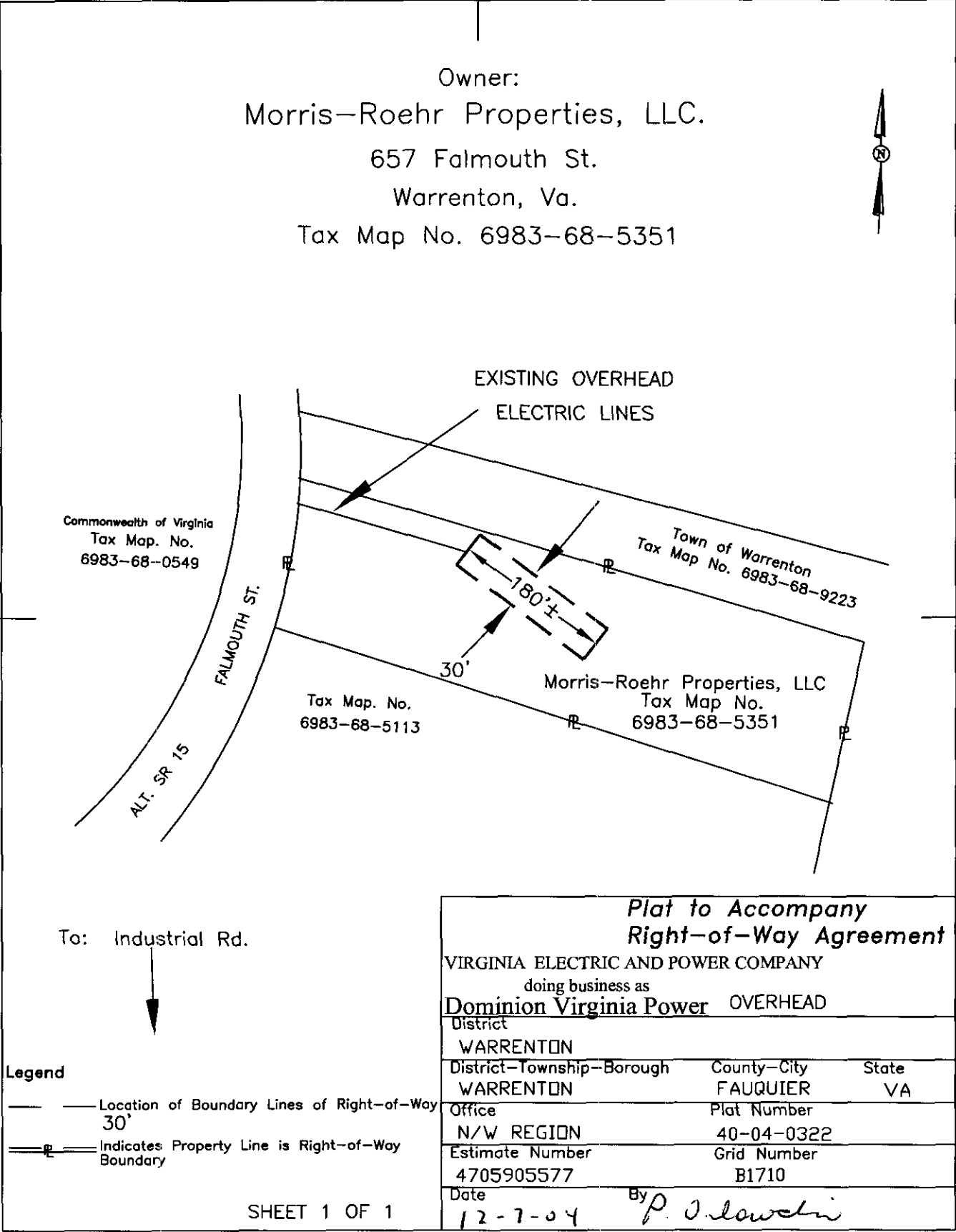
Mary Pferr
Notary Public (Print Name)

My commission expires: May 31, 2006

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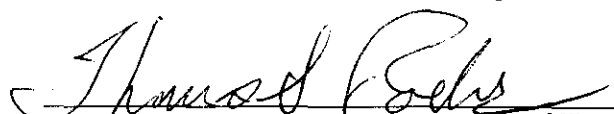
Mary Pferr
Notary Public (Signature)



AFFIDAVIT

AFFIANT, first being duly sworn, states as follows:

1. I am a Member of Morris-Roehr Properties, LLC, a member-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 Member'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.

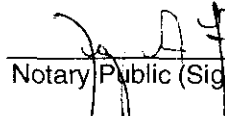

Affiant

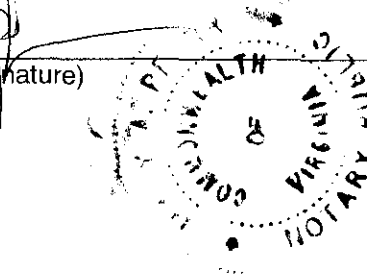
State of Virginia

City/County of Fauquier

SWORN AND SUBSCRIBED TO before me in my jurisdiction aforesaid this 14th
day of December, 2004 by Thomas Roehr
(Name of Member Signing)

Mary A. Pferr
Notary Public (Print Name)


Notary Public (Signature)



My commission expires: May 31, 2006

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DVPIDNo(s). 40-04-0322

Form No. 721304A(Sep 2004)
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RECORDED IN CLERKS OFFICE OF
FAUQUIER ON
December 22, 2004 AT 9:18:04 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
FAUQUIER COUNTY, VA
GAIL H BARB CLERK OF CIRCUIT COURT
Gail H Barb, clerk