

mailed Grantee
11/20/97

BOOK 397 PAGE 586



VIRGINIA POWER

Right of Way Agreement

COR 18-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 19th day of September
1997, by and between

THE TIDES GOLF LODGE, INC.

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

RECITALS

WHEREAS, GRANTOR is developing a tract or tracts of land and intends to subdivide said tract into smaller lots thereof; and,

WHEREAS, GRANTEE desires to install facilities upon such land for the purpose of providing electricity to the buildings to be constructed upon each subdivided lot; and,

WHEREAS, GRANTEE's facilities will consist of a primary distribution line ("Primary Line") to be installed contemporaneously with the development of the tract or tracts of land; and,

WHEREAS, GRANTEE's facilities will also consist of a number of service lines, each of which such lines will connect the building or buildings constructed on each lot with the Primary Line ("Service Lateral"); and,

WHEREAS, the course and width of the easement for the Primary line can be specified herein; and,

WHEREAS, the course and width of the applicable easement for each Service Lateral is dependent upon the number of lots into which the tract or tracts are subdivided, the nature and location of the building or buildings actually constructed upon each such lot and cannot be specified until such time as each building is being constructed.

Initials: _____

Prepared By: Virginia Electric and Power Company

Form No. 728404 (Aug 91)
(Formerly 7205008)
Designated/Undesignated Easement
(Page 1 of 5 Pages)



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WITNESSETH:

NOW, THEREFORE, because of the above Recitals which are incorporated herein and 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:

1. GRANTOR grants and conveys unto GRANTEE, its successors and assigns the perpetual right, privilege and easement over, under, through 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 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, accessories and appurtenances desirable in connection therewith.

2. The easement granted herein for the Primary Line shall be fifteen (15) feet in width at specified locations ("Designated Easement") and the easements granted herein for each Service Lateral shall extend at a presently unspecified width at an unspecified location on each lot ("Undesignated Easements") across the lands of GRANTOR, situated in Lancaster County Virginia, as more fully described on Plat No. 03970063, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said Designated Easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof; and the location of such Undesignated Easements being at one location on each lot shown on such Plat, such location to be selected by GRANTEE, and extending from the Designated Easement to the proposed improvement on each such lot, the center line of which shall be determined by GRANTEE's facilities as actually installed.

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

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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 that are 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 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 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 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 right 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.

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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: The Tides Golf Lodge, Inc.
By: [Signature]
Its: President

State of Virginia
City/County of LAUNCESTON Co.

The foregoing instrument was acknowledged before me this Sept. 23, 1997
(Date)

by E.A. Stephens Jr of The Tides Golf Lodge, Inc
(Name of officer or agent, title of officer or agent) (Name of corporation)

a VA corporation, on behalf of the corporation.
(State of Incorporation)

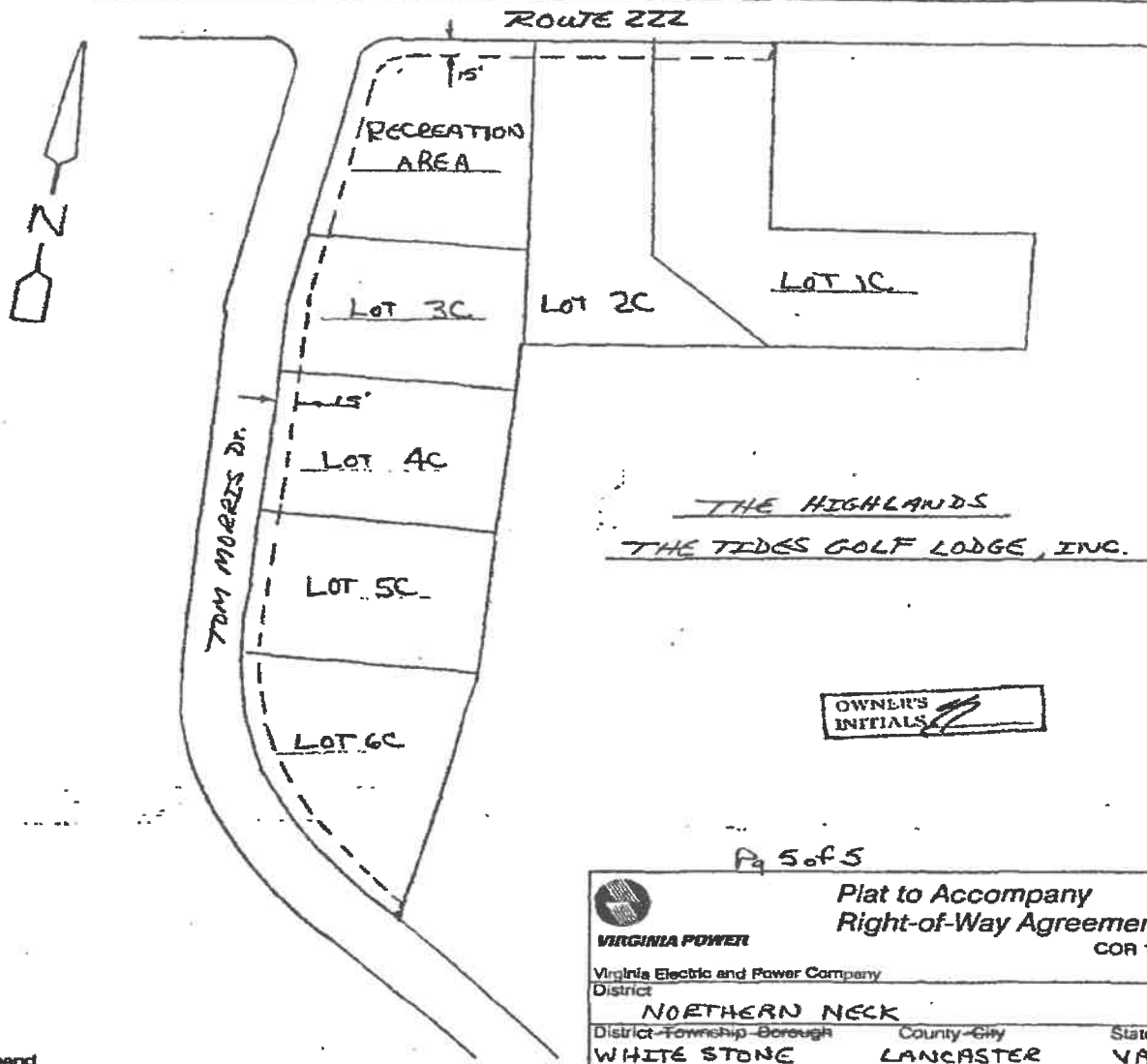
Catherine W. Rowe
Notary Public

My commission expires: My Commission Expires November 30, 1998



Form No. 728553 (Aug 91)
Corporate Signature Page
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To RT. 709



Legend

--- Location of Boundary Lines of Right of Way

Pg 5 of 5

VIRGINIA POWER Virginia Electric and Power Company District		
NORTHERN NECK		
District-Fowship-Borough	County-City	State
WHITE STONE	LANCASTER	VA
Office	Plat Number	
LIVELY	03970063	
Estimate Number	Grid Number	
03-709-00264	I-0108	
Date	By	
9/19/97	G.R. NEWSOME	

**Plat to Accompany
Right-of-Way Agreement**
COR 16

Form No. 720450/AUG 82
(Previously 07850000)

INSTRUMENT #970002201
 RECORDED IN THE CLERK'S OFFICE OF
 COUNTY OF LANCASTER ON
 NOVEMBER 20, 1997 AT 02:42PM
 ROBERTA H. LEWIS, CLERK

BY: Michelle A. Seldor DEPUTY CLERK

Mailed - Va Power
2500 W. Broad St.
Richmond, Va 23294-3600
6/2/91

BOOK 317 PAGE 93



VIRGINIA POWER

Right Of Way Agreement -
Corporate Underground Easement

COR 16-10-04

THIS AGREEMENT, made this 2ND day of MAY, 1991, between

THE TIDES GOLF LODGE, INC.

GRANTOR

a Virginia corporation, hereinafter called "Owner" and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."
GRANTEE

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way Fifteen (15) feet in width to lay, construct, operate and maintain one or more lines of underground conduits and cables and one or more lighting supports and lighting fixtures, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; for telephone, television and other communication purposes; and for lighting purposes; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith [hereinafter referred to as "facilities"].

The Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual rights, privilege and easement of right of way granted herein. The said perpetual right, privilege and easement of right of way extends over, under, through and across certain lands of Owner situated in Lancaster County, Virginia, as shown on Plat No. 03910065 hereto attached and made a part of this agreement, the location of boundary of said right of way being shown in broken lines on said plat.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions [except fences], trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of the Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the right of way on the property of Owner or on its right of way on any other property, the Company shall have the right of ingress and egress over, upon and along such right of way. If the Company is unable reasonably to exercise the right of ingress and egress over, upon or along the right of way on the property of Owner, the Company shall have such right of ingress and egress over the property of the Owner adjacent to the right of way. Company shall have the further right of ingress to and egress from the rights of way over such private roads as may now or hereafter exist on the property of Owner. The right, however, is reserved to Owner to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the rights of way, Company shall have such right of ingress and egress over the lands of Owner adjacent to the rights of way and lying between public or private roads and the rights of way in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.



Right Of Way Agreement -
Corporate Underground Easement

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Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions [except fences] may be constructed on the right of way.

Owner covenants that it is seised of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its President as of the day and year above written.

THE TIDES GOLF LODGE, INC.

By [Signature]
President

STATE OF VIRGINIA

County Lancaster To-wit:

City aforesaid,
County aforesaid,
State of Virginia at Large,

Bettie B. Bissom, a Notary Public in and for the

whose commission expires on the 32nd day of March, 1993, do hereby certify that

E. A. Stephens, Jr.

whose name is signed to the foregoing writing dated the 2nd day of May

1991, as President, of

The Tides Golf Lodge, Inc., acknowledged the same before me

in the County aforesaid this 2nd day of May, 1991.

Bettie B. Bissom
Notary Public.



STATE RT. #222

I.I. TO RT. #709

REED

EXISTING VA POWER OVERHEAD LINE

LOT 1C

LOT 2C

LOT 3C

LOT 4C

LOT 5C

LOT 6C

RECREATION AREA

TOM MORRIS DRIVE

WALLACE

THE HIGHLANDS

THE TIDES GOLF LODGE, INC.

GOLF COURSE

SIR GUY DRIVE

LOT 1A

LOT 2A

LOT 3A

LOT 4A

LOT 5A

LOT 6A

POND

GOLF COURSE

Legend

Location Of Boundary Line Of Designated Right-of-Way

OWNERS INITIALS

Page 3 of 4

Sheet #2

Sheet #1

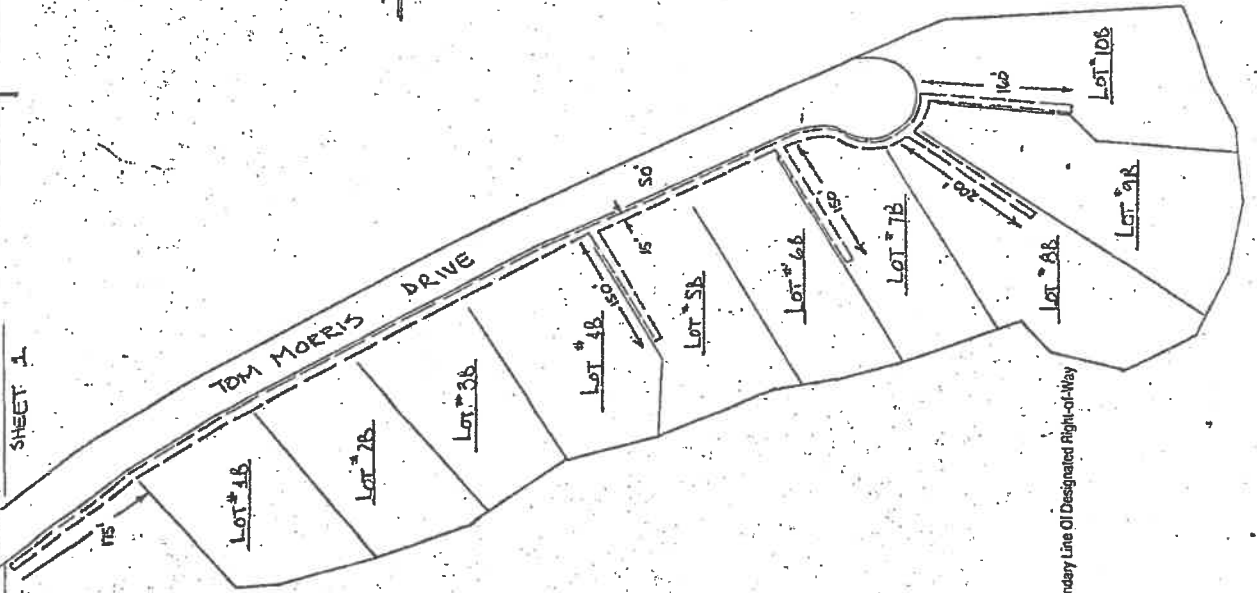
Plat To Accompany
Right-Of-Way Agreement



Virginia Electric and Power Company

District	NORTHERN NECK
District-Township-Borough	County-City
WHITE STONE	LANCASTER VA.
Office	File Number
LNEL	03 91 0065
Estimate Number	Grid Number
0310400211	I010B
Date	By
4-27-91	W. J. ...

SHEET 1



MATCH

SHEET 1

In the Clerk's Office of the Circuit Court of Lancaster County, the 16th day of May 1991
 Virginia, to-wit:
 the foregoing writing was presented and with \$.15
 in State Tax & .05 County Tax paid was admitted
 to record at 10:20 o'clock A.M.
 Clerk-Dep. Clerk

THE TIDES GOLF LODGE, INC.

THE HIGHLANDS

GOLF LODGE

**Plat To Accompany
 Right-Of-Way Agreement**



Virginia Electric and Power Company

District	NORTHERN NECK
County-City	LANCASTER VA
State	VA
Office	LIVELY
Plat Number	03910065
Estimate Number	#0310400211
Grid Number	J0108
Date	4-29-91
By	<i>[Signature]</i>

Legend

Location Of Boundary Line Of Designated Right-of-Way

OWNER'S INITIALS
[Signature]