

W. L. Jessup, widower (A/K/A Willis L. Jessup)



50¢ Inc Stamp

hereinafter called 'Owner' ('Owner' wherever used herein being intended to include the grantors whether one or more or masculine or feminine), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, hereinafter called 'Company.'

WITNESSETH:

That for the sum of Two-hundred and fifty-----DOLLARS
(\$ 250.00), 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 as hereinafter described (~~xxxxxx~~) feet in width, to lay, construct, operate
and maintain one or more line 5 of poles, towers, structures,
cables, conduits, pipes and mains, together with all wires, manholes, handholes, valves, regulators, meters,
attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred
to as 'facilities'), for the purpose of transmitting and/or distributing electric power, for the purpose of
transporting natural gas, oil, and petroleum products; and for Company communication purposes. The
Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual right,
privilege and easement of right of way granted herein. The said perpetual right, privilege and easement of R/W
extends over, under, upon and across certain land of Owner situated in Parksville Township of
Perquimans County, N. C. as shown on Plat No. 119X hereto
attached and made a part of this agreement.

Beginning at a point in the property line dividing Owner's
property and property of Sharpe, which point is S. 78° 32' 06" W.
120.58 feet along said property line from a property corner in the
westerly line of Desert Road; thence S. 29° 54' 06" E. 161.44 feet
to a point in the westerly line of said Desert Road; thence S. 12°
56' 54" 35.02 feet along said Road line to a point; thence N. 24°
27' 58" W. 189.92 feet to a point in the property line dividing
Owner's property and property of said Sharpe; thence N. 78° 32' 06"
E. 6.14 feet along said property line to the point of beginning.

The facilities installed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate such facilities on such right of way, 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 or structures (except fences), trees, stumps, roots and undergrowth, and shall have the further right to trim or fell any tree outside the right of way which, in the opinion of Company, may endanger the safe or proper operation of its facilities. All trees felled by Company may be disposed of by Company within four (4) months after they are felled. All trees felled by Company and not removed by Company shall be placed in piles on the right of way where they will not block streams or drainage ditches. All trees, limbs, stumps, roots and undergrowth cut or uprooted by Company and not disposed of by Company within four (4) months after they are cut or uprooted shall be and remain the property of Owner. All trees felled by Company outside the right of way one year or more after Company initially cuts trees outside the right of way shall remain the property of Owner and shall be paid for at their then local market value.

Subject to the other provisions hereof, Company shall have the right, but not the obligation, to plant trees and shrubs within the right of way at public road crossings.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the right of way or on any of its rights of way on any other property, Company shall have the right of ingress and egress over and upon the property of Owner adjacent to such rights 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. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to Owner.

Company shall repair damage to fences, roads or other improvements and shall pay Owner for any damage to crops, either inside or outside the right of way, when such damage results from the exercise of the rights herein granted, provided Owner gives written notice thereof to Company within thirty (30) days after such damage occurs.

Owner, his successors and assigns, may, without approval of Company, use the right of way for agricultural purposes; No buildings or other structures (except fences) shall be constructed on the right of way. With the prior written consent of Company, Owner, his successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted including the right to excavate or place fill material on said right of way or place or lay septic tanks or drain fields on said right of way and to construct, operate and maintain passways, roads, streets, ditches, water, sewer, telephone, electric or other utility lines (encroachments) across the right of way, in such manner that the angle between the center line thereof and the center line of the right of way shall be not less than forty-five (45) degrees, provided that such use does not interfere with or endanger the construction, operation or maintenance of Company's facilities. The Company shall at all times have the right to cross or cut through such encroachments and to interrupt the use thereof, for the purpose of constructing, maintaining, operating, repairing, altering or replacing its facilities, provided, any damage done by Company in the exercise of such right shall be repaired at Company's own cost and expense.


The cash consideration hereinabove mentioned is paid by Company and accepted by Owner as full and total payment for the right of way, for all trees and other obstructions within the right of way and for all other rights and privileges hereinabove set forth and for any damages to the residue of Owner's land.

Owner covenants that he 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 and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, the Owner has caused this agreement to be signed hereto the day and year first above written.

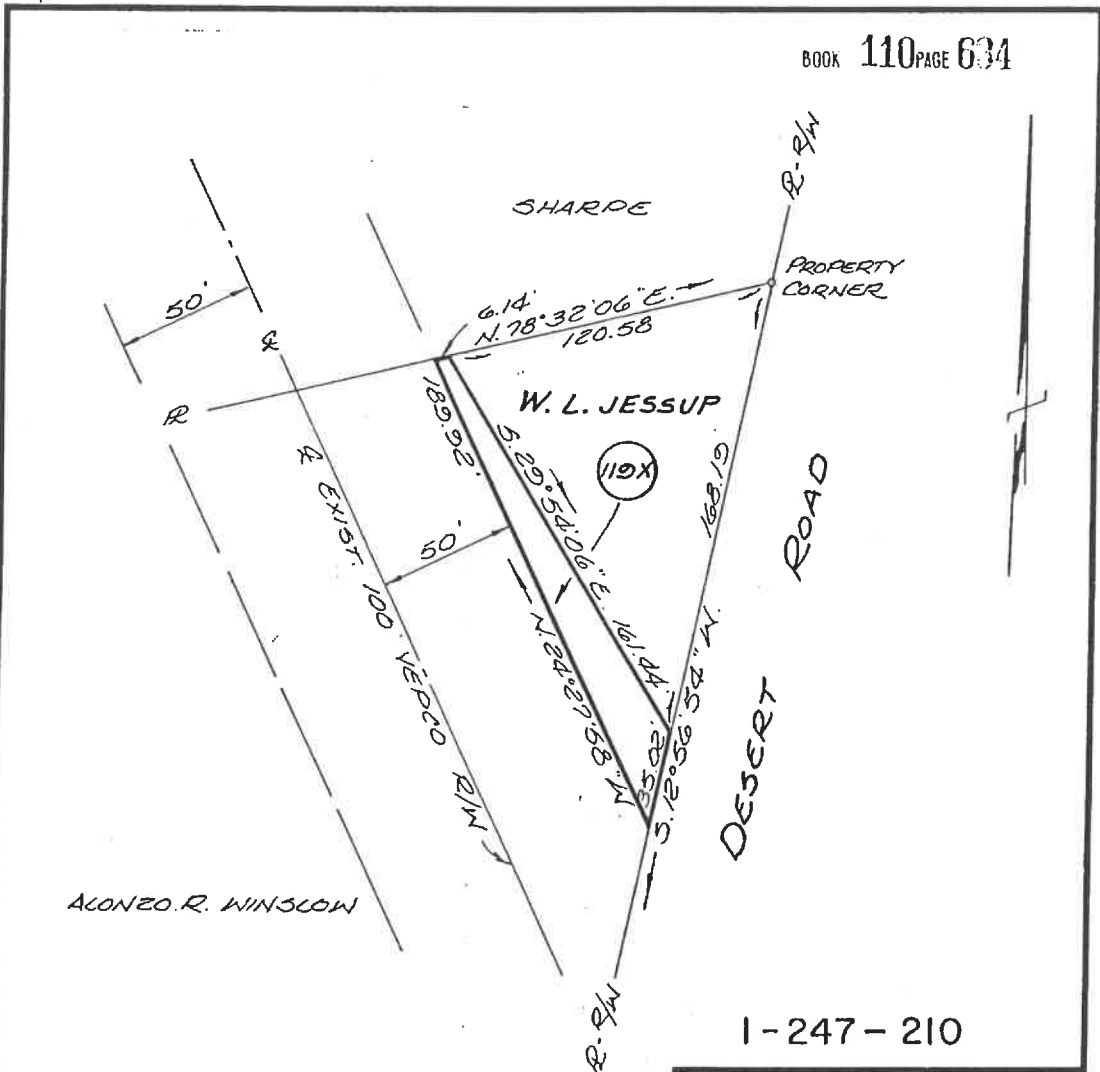
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BOOK 110 PAGE 633



1-247-210

VIRGINIA ELECTRIC AND POWER CO.	
WINFALL SUBSTATION	
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT WITH	
W. L. JESSUP	
DISTRICT - TOWNSHIP	COUNTY STATE
PARKVILLE PERQUIMANS	N.C.
SCALE: 1 INCH = 50 FT.	SURVEYED BY HOLEY SPAIN
DRAWN BY TOM HARDYMAN	DATE 1/24/85
NO. 119X	

0.06 AS

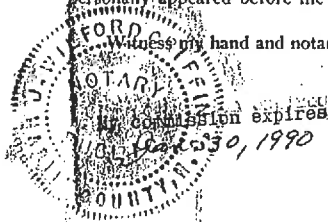
REVISIONS				
4		3	2	1
				NAME CHANGE 3/12/85

PROJECT NO 44-132 2306Z

STATE OF North Carolina }
 County Perquimans }
 I, J. Wilford Griffin, a Notary Public in and for the
 City aforesaid,
 County aforesaid,
 State of North Carolina at large, do hereby certify that
W. L. Jessup

personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 26 day of February, 1985.



J. Wilford Griffin
 Notary Public

NORTH CAROLINA, PERQUIMANS COUNTY

The foregoing or annexed certificate(s) of J. Wilford Griffin, a Notary Public of Martin County, NC

is (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Perquimans County, N.C., in Book 110 Page 632 This 22nd day of March,

1985, at 10:20 o'clock A. M.

Jeanne C. White
Register of Deeds

By Dwight S. Reed
 Assistant/Deputy Register of Deeds