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December 16, 2013

FILE NO: 68825.32

By Hand

Hon. Joel H. Peck, Clerk
State Corporation Commission
Document Control Center
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

**Re: Application of Virginia Electric and Power Company
For approval and certification of electric facilities:
Surry-Skiffes Creek 500 kV Transmission Line
Skiffes Creek-Wheaton 230 kV Transmission Line
Skiffes Creek 500-230-115 kV Switching Station
Case No. PUE-2012-00029**

Dear Mr. Peck:

Enclosed for filing please find an unbound original and 15 copies of the Petition for Reconsideration or Rehearing of Virginia Electric and Power Company in the above-referenced case.

Sincerely yours,

Richard D. Gary

Enclosures

cc: Lisa S. Booth, Esq.
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William H. Chambliss, Esq.
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Hon. Joel Peck
December 16, 2013
Page 2

Timothy E. Biller, Esq.
Service List

Filed: December 16, 2013

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

APPLICATION OF)

VIRGINIA ELECTRIC AND POWER COMPANY)
d/b/a DOMINION VIRGINIA POWER)

Case No. PUE-2012-00029

For approval and certification of electric facilities:)
Surry-Skiffes Creek 500 kV Transmission Line,)
Skiffes Creek-Whealton 230 kV Transmission Line, and)
Skiffes Creek 500 kV-230 kV-115 kV Switching Station)

PETITION OF VIRGINIA ELECTRIC AND POWER COMPANY
FOR RECONSIDERATION OR REHEARING

Pursuant to Rule 220 of the Commission's Rules of Practice and Procedure ("Procedural Rules"),¹ Virginia Electric and Power Company, ("Dominion Virginia Power" or the "Company") hereby respectfully petitions the Commission for limited reconsideration or rehearing ("Petition") of the Commission's Order issued in this proceeding on November 26, 2013 (the "Order") approving the Company's proposal to construct and operate (a) a new 500 kV overhead transmission line from the Company's existing Surry Switching Station in Surry County across the James River to a new 500 kV-230 kV-115 kV Skiffes Creek Switching Station in James City County ("Skiffes Station"); (b) a new 230 kV overhead transmission line from Skiffes Station to the Company's existing Whealton Substation in the City of Hampton; and (c) Skiffes Station (collectively, the "Proposed Project").² The Company files this Petition reluctantly and in a limited fashion because the Company fully supports the Order in every respect save one. The Company has no choice but to seek relief from the Order's selection of James River Crossing Variation 4 ("Variation 4") as the route for the new 500 kV Surry-Skiffes

¹ 5 VAC 5-20-220.

² The Proposed Project also includes construction of additional facilities at the Company's Surry Switching Station and Whealton Substation. Order at 1.

Creek Line³ because, without the reconsideration and relief requested herein, the Company believes it will be unable to construct the Surry-Skiffes Creek Line as directed by the Commission in order to resolve the impending reliability violations recognized by the Commission's Order.

During the evidentiary hearing, witness Seymour for the James City County Economic Development Authority (the "EDA" or the "Authority") testified that the EDA made a "commitment" to this Commission that the EDA "will provide Dominion with the necessary easement"⁴ that would make Variation 4 a viable route. Since the close of the evidentiary hearing, however, the EDA has broken that commitment and refuses to provide the easement required to construct the Surry-Skiffes Creek Line unless the Company accedes to a demand of Williamsburg Developments, Inc. ("WDI"), a subsidiary of The Colonial Williamsburg Foundation, that the portion of Variation 4 that crosses the James River be installed underground, a condition expressly rejected by the Order. These actions by the EDA confirm the Hearing Examiner's findings that "*if the Authority and Dominion Virginia Power are unable to conclude a right-of-way agreement, Variations 3 and 4 are no longer viable routes*. The only remaining option at that point would be James River Crossing Variation 1."⁵

In summary, the Company seeks the following relief:

A. The Company respectfully requests the Commission to adopt Recommendation 12, on pages 175-76 of the Report, which established a deadline for the conclusion of negotiations for a right-of-way agreement with the EDA to be enforced by the condition that, if

³ The Company's proposed route for this line is James River Crossing Variation 1, but the Company also presented James River Crossing Variation 3 for the Commission's consideration as an alternate route. During the evidentiary hearing, BASF counsel proposed an adjustment to the river crossing portion of Variation 3 to reduce impacts on Carter's Grove and Variation 3 which became known as Variation 4. Variations 3 and 4 follow the same route once they come ashore in James City County. Report at 164-65, Order at 57.

⁴ Tr. 662:22-663:12, 664:10-16.

⁵ Report of Alexander P. Skirpan, Jr., Senior Hearing Examiner (August 2, 2013)(the "Report") at 172 (emphasis added).

such an agreement is not concluded by the time set by the Commission, the route for construction of the Surry-Skiffes Creek Line will be James River Crossing Variation 1.

B. Should the Commission choose to not grant the relief requested in part A, the Company respectfully requests the Commission to convene an expedited and limited hearing to receive evidence and rule on the following issues: Whether and when the EDA “will provide Dominion with the necessary easement” to make Variation 4 a viable route. If it is determined that EDA will not provide the necessary easement, the route for construction of the Surry-Skiffes Creek Line should be James River Crossing Variation 1 or the Commission should consider an adjustment to the Variation 4 route that would avoid the EDA property entirely. This adjusted revised route (“Adjusted Variation 4”), described below, would require additional right-of-way from another party to the proceeding, BASF Corporation (“BASF”). In addition, it is important for the Commission to consider that the selection of Variation 4, in any routing configuration, will adversely impact the already tight construction schedule for the Proposed Project in ways that were unknown to the Company at the time of the conclusion of the evidentiary hearing.

Because the discussion of the current position of the EDA and of Adjusted Variation 4 (as reflected in the Attachments to this Petition) would require the acceptance of evidence not currently in the record, the Company requests a limited evidentiary hearing as further described herein.

The Order

1. The Order correctly and emphatically confirms that construction of all of these new facilities is required to address an “urgent need”⁶ to resolve multiple violations of North American Electric Reliability Council (“NERC”) mandatory reliability standards on the

⁶ Order at 46.

Company's transmission system serving its North Hampton Roads Load Area projected to begin by summer (commencing June 1) 2015 following the scheduled retirement by April 16, 2015 of coal-fired Units 1 and 2 at its Yorktown Power Station:

The Commission is *greatly concerned about the widespread nature of the projected NERC reliability violations* that are supported by the record of this case *and that so many violations are projected to occur as early as 2015*. The load flow modeling evidence, which has been verified by our Staff, establishes *a clear need* for significant new electric infrastructure to address fast-approaching reliability violations projected for Dominion's transmission system.⁷

* * * *

But the load flow studies in this case demonstrate *significant reliability violations occurring the summer after Yorktown generation retires in response to environmental regulations that include an April 2015 deadline for compliance with the MATS Rule*.⁸

* * * *

Additionally, the Commission concludes, based on the record, that maintaining reliability of the grid used to support electric service in the North Hampton Roads Area and complying with federal environmental regulations do not allow more time for studying hypothetical options. *Significant projected reliability violations resulting from known environmental regulations require construction to commence as soon as possible*.⁹

* * * *

Our approval is not a matter of "bigger is better;" rather, we approve the Proposed Project because the evidence demonstrates that it is of the appropriate size, location, and design *to address the significant reliability risks in the North Hampton Roads Area, and ensure the continued delivery of critically needed electric service* to the hundreds of thousands of people in this region of Virginia. The evidence demonstrates that *the public convenience and necessity require all components* of the Proposed Project – including *the 500 kV Surry-Skiffes Creek Line, the 230 kV Skiffes Creek-Wheaton Line, and the Skiffes Creek Switching Station*, which is a critical part of both of these lines – *to ensure reliability in the Commonwealth*.¹⁰

⁷ Order at 23 (emphasis added, footnotes omitted).

⁸ Order at 35 (emphasis added).

⁹ Order at 42 (emphasis added).

¹⁰ Order at 46 (emphasis added, footnotes omitted).

Negotiations Regarding Variation 4

2. Unfortunately, the facts, as they have developed since the close of evidentiary hearing, show that the Order's selection of Variation 4 as the route for the Surry-Skiffes Creek Line directly conflicts with the Commission's express purpose of addressing these "critical" NERC violations by commencing construction of the Proposed Project "as soon as possible." This is because Variation 4 crosses property owned by the EDA, which is a political subdivision of the Commonwealth and body corporate and politic over whose property the Company has no power of eminent domain. Thus, requiring construction of the Surry-Skiffes Creek Line along Variation 4 would have the effect of granting to the EDA – whose directors are appointed by the lead opponent of the Proposed Project¹¹ – the absolute power to decide whether and when the Surry-Skiffes Creek Line will ever be built. As the Hearing Examiner found,

Because of its lack of the power of eminent domain over the Authority, I agree with *Dominion Virginia Power* that it *must, eventually, obtain a right-of-way agreement from the Authority for either Variation 3 or 4 to be a viable route.*¹²

* * * *

However, *if the Authority and Dominion Virginia Power are unable to conclude a right-of-way agreement, Variations 3 and 4 are no longer viable routes.* The only remaining option at that point would be James River Crossing Variation 1.¹³

3. The Company is unable to plan or execute the construction of the Surry-Skiffes Creek Line with the certainty necessary to address the impending reliability violations, or, indeed, the rest of the Proposed Project approved by the Commission, without knowing that Variation 4 is a viable route for that line. The Company has consistently supported, and

¹¹ The directors of the EDA are appointed by the James City County Board of Supervisors. Va. Code §15.2-4904 A. The County Attorney for James City County, who serves as trial counsel for James City County in this proceeding, is also counsel for the EDA.

¹² Report at 171 (emphasis added).

¹³ Report at 172 (emphasis added).

continues to support, Variation 1 as the optimum route for the Surry-Skiffes Creek Line, in part because the Company's inability to condemn an easement across the EDA property renders Variation 4 a non-viable route for that line. However, the Company has also aggressively and in good faith sought, without success, to obtain from the EDA an executed, enforceable agreement for an easement over the EDA property that would make Variation 4 a viable alternative in the event it was chosen by the Commission. The Order has now approved Variation 4 based on what has turned out to be the mistaken impression that its non-viability would be cured by the execution of an easement from the EDA based on the EDA's representation that it "was committed to negotiating an easement"¹⁴ with the Company. The Order's reliance on this representation is misplaced for two reasons as confirmed by subsequent actions of the EDA:

A. First, the EDA does not need to negotiate in bad faith in order to block construction of the Surry-Skiffes Creek Line. The EDA could merely decide, in all good faith, not to provide the easement or to insist on terms and conditions that the Company determines, also in all good faith, to be unacceptable. The implications for the Proposed Project are the same regardless of the good faith of the parties to the negotiations: so long as the Company is required by the Order's selection of Variation 4 to construct Surry-Skiffes Creek Line across the EDA property, it is not a viable route for that line unless and until the EDA has executed and delivered the required easement or an enforceable agreement to provide that easement. A mere verbal promise to provide a signed commitment at some later unknown date, even on the sworn record in proceedings before this Commission, is not sufficient because it is not enforceable. Based on its experience in negotiating such an agreement with the EDA, described in detail below, there is

¹⁴ Order at 57. The Commission further stated, "Although Dominion and the EDA had not yet executed such an agreement when the record closed in this proceeding, the Commission fully expects that the EDA, Dominion, and any other necessary parties to such an agreement will continue negotiating in good faith to complete any right-of-way agreement necessary for Variation 4." *Id.*

no assurance that the EDA will ever grant an easement to allow the construction of the Surry-Skiffes Creek Line as directed by the Commission. Indeed, there is every indication that the execution of the EDA easement will not be provided without the further direct involvement of the Commission.

B. Second, the EDA did not merely promise to negotiate in good faith during the evidentiary portion of this proceeding. EDA witness Seymour testified that if the Commission were to approve Variation 4, the EDA “*will provide Dominion with the necessary easement*” to use Variation 4, subject only to agreement on location and price, and further that this promise was a “commitment to the Commission” that had been “confirmed by the [EDA’s] chairman.”¹⁵ Instead, the EDA in fact has refused to provide the easement despite agreement with the Company on location and price of the easement and on the form of a Memorandum Of Agreement (“MOA”) under which it would be provided. This is because the EDA has imposed an additional requirement that the Company must first reach a corresponding agreement for easement with an unaffiliated adjoining landowner, WDI. As described herein, however, WDI has refused to provide an easement for the Surry-Skiffes Creek Line unless the portion crossing the James River is installed underground, which would violate the Order’s express rejection of undergrounding that river crossing.¹⁶ By making its grant of an easement to the Company contingent on the Company first reaching agreement with WDI, which has made its grant of an easement contingent on a condition that has been rejected by the Order, EDA has broken its own “commitment” to the Commission that it “will provide Dominion with the necessary easement” to make Variation 4 a reality.

¹⁵ See fn. 4, *supra*.

¹⁶ Order at 35.

4. The question whether Variation 4 is viable without the grant of an easement from the EDA was litigated before the Hearing Examiner, who, as noted above, found that Variation 4 is *not viable* for that reason and further, if it were determined that such an agreement could not be reached, “the only remaining option at that point would be James River Crossing Variation 1.”¹⁷ In an effort to resolve this issue, counsel for the Company suggested at the end of the evidentiary hearing that the Company and the EDA should engage in easement negotiations for a period of three weeks and file as reserved Exhibit 134 an executed easement agreement. The Hearing Examiner instead required that an executed easement *or* a report on the status of negotiations be filed on May 17, 2013, a week before the filing of post-hearing briefs on May 24, 2013.¹⁸ The Company’s filing on May 17, 2013, which was designated Exhibit 134, included email correspondence from counsel for the EDA to Company counsel that confirmed that the Company had provided the EDA with a proposed MOA, the EDA had accepted the price and location for the easement, the EDA’s counsel had approved the MOA as to form, the EDA had instructed its Chairman to execute the MOA and that the MOA would be signed by the EDA on May 22, 2013. The new condition imposed, however, stated by EDA counsel was that WDI agree to the location of the easement on WDI’s land. The EDA had adopted a resolution on May 9 conditioning its execution of the MOA as follows:

BE IT FURTHER RESOLVED that prior to the Chairman executing the above - referenced documents to transfer the ROW to Dominion, the Chairman shall first be satisfied that Dominion has worked with the nearby property owners who are affected by the realignment of the transmission line and such property owners confirm that the *proposed location* of the transmission line on their property is acceptable.

A copy of this resolution is provided as Attachment 1 (emphasis added) to this Petition.

¹⁷ Report at 172.

¹⁸ Tr. 1855:10-1862:1.

5. By letter to the Company of May 21, WDI suggested appropriate conditions to the easement and further discussions between WDI and the Company. Nevertheless, EDA counsel did not provide the executed easement on May 22, as promised, but instead on May 23 suggested what he termed “minor edits” to the MOA and then stated that the EDA would not execute the MOA because all of his “minor edits” were not accepted. Also on May 23, Company representatives met with, and presented a draft MOA to WDI representatives, who orally confirmed to the Company that the location and price for the easement across WDI’s property were acceptable to WDI. By letter of the following day (May 24), however, WDI advised the Company of eight new requirements to be satisfied before WDI would grant an easement to cross its property on the Variation 4 route. The first WDI condition requires that the portion of Variation 3 (and by extension, now Variation 4) that crosses the James River must be installed underground. In addition to its Post-Hearing Brief, on May 24 the Company also filed a letter advising the Commission of these developments and providing copies of the referenced correspondence, as well as a motion to admit this filing to the record as an update to Exhibit 134 (the “May 24 Motion”). A copy of this correspondence is provided as Attachment 2 to this Petition.¹⁹

6. On June 11, Company counsel sent a revised MOA to EDA counsel with changes designed to resolve the issues EDA counsel had raised on May 23. The EDA has accepted these revisions, as discussed below. A copy of this correspondence is provided as Attachment 3 to this Petition.

¹⁹ In response to objections from James City County and BASF, the Company suggested also including in the update to Exhibit 134 the pleadings stating their objections. The Hearing Examiner denied the Motion on the grounds that Exhibit 134 was not intended to be an open-ended request or forum for argument, and the parties would have the opportunity to file comments on his Report. Hearing Examiner’s Ruling (June 25, 2013). In light of the Commission’s selection of Variation 4, and the direct bearing of the communications that were the subject of the May 24 Motion on the Company’s ability to construct the Surry-Skiffes Creek Line as directed by the Order, those communications should be allowed into the record for purposes of Commission consideration of this Petition.

7. On July 3, EDA counsel advised Company counsel that the EDA would be meeting on July 9 to discuss the MOA and asked about the status of the WDI negotiations. Company counsel responded on July 8 that the Company was focused on securing the MOA with the EDA and would then continue working with WDI. On July 11, EDA counsel notified Company counsel of the EDA's vote, stating that the EDA had confirmed its position that the Company needed to work out a deal with WDI because the EDA had voted to "maintain support" for the MOA "as long as Williamsburg Development Inc. had no conflicts with the proposal." A copy of the minutes of this meeting is attached to this Petition as Attachment 4 to this Petition. Company counsel responded on July 19, sending another copy of the revised MOA, asking that an executed copy be returned by July 31, and saying that the Company would keep him updated on discussions with WDI. A copy of this correspondence is provided as Attachment 5 to this Petition.

8. On September 16, EDA counsel again advised Company counsel by email that the EDA had confirmed its intention to provide the MOA and asked again about the status of negotiations with WDI. Company counsel responded on September 20 that EDA's failure to execute the MOA was a material obstacle to the viability of Variation 4, which had been recommended by the Hearing Examiner and asked when it would be provided. He also stated the Company's understanding that WDI had no objection to the location of the easement on WDI's property and asked if the EDA's execution of the MOA was contingent on some further action by WDI. EDA counsel replied that "the EDA is a DONE DEAL provided that Dominion negotiates in good faith with WDI." A copy of this correspondence is provided as Attachment 6 to this Petition.

9. At a meeting held October 16 among representatives of the Company, the EDA, BASF and WDI, counsel for the EDA confirmed that the revised MOA provided by the Company to EDA counsel on June 11 is acceptable to the EDA, subject to the Company negotiating with WDI in good faith.

10. Following the issuance of the Commission's Order approving Variation 4, a letter was emailed on December 5 by Company counsel to EDA counsel stating again that Variation 4 is not viable without an executed MOA from the EDA. This letter further confirmed that the Company had negotiated in good faith with WDI, but the Company was told by WDI twice (by letter and verbally on December 2) that WDI will not provide its easement unless the Variation 4 river crossing is installed underground. Obviously, such a condition would violate the Commission's Order, which rejected undergrounding that river crossing. Company counsel further asked the EDA, by 3:00 p.m. on December 13, to execute and deliver the MOA to the Company or state the EDA's reasons for not providing an executed MOA. By letter of December 10, EDA counsel referenced and provided a copy of the EDA's May 9 resolution and notified Company counsel that the MOA would be discussed at the EDA's next meeting on December 12. A copy of this correspondence is provided as Attachment 7 to this Petition.

11. At that December 12, 2013 meeting, which was attended by Company representatives, including Company counsel, the EDA voted to confirm its May 9 resolution, discussed above, which states that the EDA will not provide its MOA unless adjoining landowners first confirm that the proposed location of the easement on their properties is acceptable. That meeting was also attended by WDI representatives, who provided the Company with a copy of a letter, dated December 11, to EDA counsel confirming WDI's position that it will not sign any easement for Variation 4 unless the James River crossing on that route is

installed underground. The WDI letter, a copy of which is attached as Attachment 8 to this Petition, concludes as follows:

We greatly appreciate the Economic Development Authority's resolution of May 9, 2013, which conditions the EDA's approval of an easement on its property upon the proposed easement being acceptable to other affected property owners, which includes WDI property.

This December 11 letter confirms that the EDA's refusal to sign its MOA, unless and until WDI has signed its MOA, together with WDI's refusal to sign its MOA unless and until the Variation 4 river crossing is installed underground, nullifies the EDA's "commitment" to the Commission that EDA "will provide Dominion with the necessary easement" required for Variation 4 to be viable. By making the grant of EDA's own easement contingent on the actions of WDI, the EDA's May 9 resolution contravenes the EDA's commitment to this Commission to provide its easement. Nevertheless, the Company has negotiated with WDI in good faith, and WDI has approved both the location and price of the easement on its property. In any event, the May 9 resolution cannot be read to permit the EDA to break its commitment because WDI wants a portion of the easement *not located on its property* to be constructed underground.

Relief Sought

12. It is clear that the EDA has broken its commitment to this Commission, delivered during the evidentiary hearing, to "provide Dominion with the necessary easement." Therefore, the Company respectfully requests that the Commission adopt Finding and Recommendation 12 of the Report and set a date by which the EDA must execute a right-of-way agreement with the Company, with the Surry-Skiffes Creek Line to be constructed on James River Crossing Variation 1 if the easement agreement is not consummated by the deadline.²⁰

²⁰ The Company objected to this recommendation in its Comments on the Report because of the Company's belief that Variation 1 is the optimum route for the Surry-Skiffes Creek Line and the Company's concern about the impact

13. Should the Commission choose not to grant the relief requested in Paragraph 12 herein, the Company respectfully requests that the Commission convene an expedited and limited hearing to receive evidence on the following issues: Whether and when the EDA “will provide Dominion with the necessary easement” to make Variation 4 a viable route. If it is determined that EDA will not provide the necessary easement, the route for construction of the Surry-Skiffes Creek Line should be James River Crossing Variation 1 or the Commission should consider an adjustment to Variation 4 that would avoid the EDA property entirely. Since the Order was issued, the Company has been investigating the possibility of making such an adjustment to Variation 4 that would not require renoticing under Va. Code § 56-46.1. That effort has produced the Adjusted Variation 4 route shown on the map attached to this Petition as Attachment 9 to this Petition.²¹ Because the intransigent positions of the EDA and WDI continue to stymie the availability of a right-of-way for Variation 4, the Company has requested in discussions with BASF’s counsel that BASF consider this Adjusted Variation 4.²² Those discussions have not proceeded to any resolution of the concerns raised in this Petition.

of additional delay on the construction schedule for the Proposed Project. However, this relief now provides the most expeditious means for addressing the current threat to implementation of the Commission’s Order.

²¹ Adjusted Variation 4 would proceed from the James River landing area that has been approved for Variation 4. From that landing point, Adjusted Variation 4 will proceed easterly for approximately 1475 feet, then turn slightly to the south for approximately 875 feet, then turn northeasterly for approximately 575 feet and then continue northward along an existing transmission right-of-way adjacent to BASF Drive to the Skiffes Station. The impact on the BASF property is minimal as Adjusted Variation 4 traverses through an industrially developed part of the BASF property, avoids the remediated environmental areas on the BASF property, and utilizes in major part the existing transmission line right-of-way adjacent to BASF Drive to reach the Skiffes Station. Importantly, Adjusted Variation 4 avoids completely the property owned by either the EDA or WDI.

²² In further considering any route along Variation 4, there is another factor that must be considered. As the Commission is aware, the Company must obtain other permits and approvals to construct the Surry-Skiffes Creek Line. The Company chose and continues to support Variation 1 as the preferred route because Variation 1 is a viable route and likely to receive all necessary permits and approvals from applicable agencies in a timely manner. The uncertainty associated with Variation 4 delays these other permitting efforts, which will further reduce the likelihood the Project can be built and in service by a reasonable 2015 target date. Variation 1 best balances competing public interests and supports timely receipt of all necessary permits and approvals in order to meet a 2015 target date.

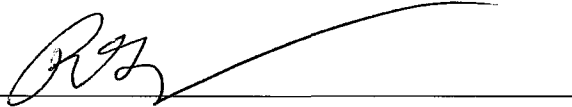
14. Since the discussion of the current position of the EDA and this adjustment to Variation 4 (as reflected in the Attachments herein) would require the acceptance of evidence not currently in the record, the Company requests a limited evidentiary hearing should the Commission not grant the relief requested in Paragraph 12 of this Petition. These very real threats to timely construction of the Proposed Project cannot be resolved without the direct involvement of the Commissioners in the context of the relief sought herein. Should the Hearing Examiner's Finding and Recommendation 12 not be adopted, a limited evidentiary hearing to receive evidence and rule on the viability of Variation 4, and consideration of the selection of Variation 1 or Adjusted Variation 4 is necessary to produce a route on which the Surry-Skiffes Creek Line could be built. Should the Commission grant the accelerated evidentiary hearing, and in order to shorten as much as possible the time for issuance of a Final Order, the Company respectfully requests that the hearing be conducted *ore tenus* before the Commissioners, with oral argument instead of briefs

WHEREFORE, the Company petitions the Commission to adopt the Report's Finding and Recommendation 12 or in the alternative convene an accelerated evidentiary hearing before the Commissioners as proposed in Paragraph 14 limited to receiving evidence and ruling on the questions identified in Paragraph 13 of this Petition.

Respectfully submitted,

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____



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Counsel for Virginia Electric and Power Company

December 16, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of December 2013, copies of the *Petition of Virginia Electric and Power Company for Reconsideration or Rehearing* were hand delivered, electronically mailed, and/or mailed first class postage prepaid to:

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ATTACHMENT 1

RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN RIGHT OF WAY TO

DOMINION VIRGINIA POWER

WHEREAS, the Economic Development Authority of James City County, Virginia (EDA) owns 69.9 acres of land in the James River Commerce Center, identified as Parcel 5920100045 on the James City County Real Estate Tax Map and commonly known as 8925 Columbia Drive, in James City County, Virginia (EDA Property); and

WHEREAS, Dominion Virginia Power ("Dominion") is seeking to acquire 2.82 acres of right-of-way for an electrical transmission line across the EDA Property in the location shown on the plat entitled, "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, dated 05-01-13, and drawn by JSL ("Transmission ROW"); and

WHEREAS, the EDA is currently marketing the property for sale at a price of \$40,000 per acre; and

WHEREAS, the EDA is willing to sell the Transmission ROW to Dominion at the market price with no charge for the impacts on the remainder of the EDA Property; and

WHEREAS, the EDA and Dominion agree that any deed and agreement for the conveyance of the Transmission ROW will contain explicit provisions authorizing the EDA to use such property for normal activities related to development of the remainder of the EDA property including, but not limited to parking, ingress and egress, buffers and open space, landscaping, storage, etc.; and

WHEREAS, the EDA is willing to assist Dominion in working with the adjacent property owners, Williamsburg Developments Inc. ("WDI") and Colonial Penniman, LLC to obtain from WDI such agreements, contracts, deeds and other documents needed by Dominion to acquire right-of-way for the electrical transmission line.

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of James City County, Virginia, hereby authorizes and directs its Chairman, Paul W. Gerhardt, to enter into such agreement, contract, deed and other necessary documents to transfer such right-of-way to Dominion Virginia Power for an electrical transmission line across the EDA Property as generally shown on the above-referenced plat for \$40,000 per acre reserving such rights as may be necessary and appropriate to use such right-of-way for future development in a manner which does not conflict with Dominion Virginia Power's use of such right-of-way for an electrical transmission line.

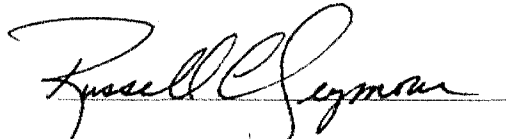
BE IT FURTHER RESOLVED that prior to the Chairman executing the above-referenced documents to transfer the ROW to Dominion, the Chairman shall first be satisfied that Dominion has worked with the nearby property owners, who are affected by the realignment of the transmission line and such property owners confirm that the proposed location of the transmission line on their property is acceptable.

The undersigned hereby certifies that the above Resolution was duly adopted by the directors of the Economic Development Authority of James City County, Virginia at a meeting duly called and held on May 9, 2013, and that such resolution is in full force and effect on the date hereof.



Paul W. Gerhardt
Chair, Economic Development Authority
of James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
GERHARDT	___	___	<u>X</u>
WARNER	<u>X</u>	___	___
CARSON	___	___	<u>X</u>
DUBOIS	___	___	<u>X</u>
HARRIS	<u>X</u>	___	___
MONTGOMERY	<u>X</u>	___	___
TINGLE	<u>X</u>	___	___

Adopted by the Economic Development Authority of James City County, Virginia, this 9th day of May, 2013.

ATTACHMENT 2

Dominion Resources Services, Inc.
Law Department
120 Tiedegar St.- Riverside 2, Richmond, VA 23219
Web Address: www.dom.com



Attachment 1

Dominion®

Charlotte P. McAfee
Senior Counsel
Phone: (804) 819-2277
Facsimile: (804) 819-2183
Email: charlotte.p.mcafee@dom.com

BY HAND

May 24, 2013

Joel H. Peck, Clerk
Document Control Center
State Corporation Commission
1300 E. Main St., Tyler Bldg., 1st Fl.
Richmond, VA 23219

**Application of Virginia Electric and Power Company for approval and certification of
electric facilities: Surry-Skiffes Creek 500 kV Transmission Line
Skiffes Creek-Wheaton 230 kV Transmission Line
Skiffes Creek 500-230-115 kV Switching Station
Case No. PUE-2012-00029**

Dear Mr. Peck:

On May 17, 2013, Virginia Electric and Power Company d/b/a/ Dominion Virginia Power (the "Company") filed, at the request of the Hearing Examiner, an update on negotiations between the Company and the James City County Economic Development Authority ("EDA") for a Memorandum of Agreement ("MOA") for a right-of-way for the proposed Surry-Skiffes Creek overhead transmission line to cross EDA property in James City County along the route of James River Crossing Variation 3 ("Variation 3"), in the event Variation 3 were approved by the Commission in this proceeding. On May 21, 2013 the Hearing Examiner issued a ruling making the May 17 filing part of the record in this proceeding as Exhibit 134. The Company requests that this letter also be included as part of Exhibit 134 or as a separate exhibit if the Commission would prefer.

As explained in Exhibit 134, and as the Company has maintained throughout this proceeding, an executed easement agreement is necessary for the siting of Variation 3 across property owned by the EDA because the Company does not have the ability to condemn such property. Exhibit 134 further reported on the status of negotiations with the EDA and included email correspondence, also dated May 17 from Leo Rogers, counsel for James City County and the EDA stating that the EDA Board of Directors had approved the sale of the right-of-way to the Company and had authorized its Chairman to execute the MOA, that he had reviewed and approved the MOA, and that the MOA was ready to be signed by the EDA Chairman. That email further stated that Williamsburg Development Company, Inc. ("WDI"), an adjacent landowner whose property would also be crossed, had verbally indicated the route was acceptable and that counsel would send a signed copy of the MOA to the Company no later than May 22, 2013, subject to written

Joel H. Peck
May 24, 2013
Page 2

confirmation of the route from WDI. The Company received a letter from WDI on May 21, 2013, confirming that the route was acceptable and expressing WDI's willingness to discuss granting the easement on the route provided by the Company at the same price per acre as the EDA had agreed to pay. The May 21, 2013 letter from WDI is enclosed as Attachment A to this letter, redacted as to the price and other negotiated terms.

Yesterday afternoon, and after the Company had yesterday morning made a minor revision pursuant to a discussion with him as reflected in Attachments C and D to this letter, Mr. Rogers notified the Company that the MOA was not acceptable to the EDA, as shown in the email correspondence included with this letter as Attachment B. As referenced above, Attachments C and D, respectively, are the redline and final MOA provided to Mr. Rogers on May 23, 2013, with the agreed-upon price redacted.

Subsequent to the exchange yesterday between the Company and Mr. Rogers, WDI sent a second letter today specifying that it would only agree to an MOA for an easement over its property associated with a transmission line that includes an underwater crossing of the James River, among other conditions. This update to WDI's letter of May 21 is included as Attachment E to this letter.

Accordingly, Variation 3 remains a non-viable alternative to the Company's Updated Proposed Route.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Charlotte P. McAfee
Senior Counsel

cc: Hon. Alexander Skirpan, Jr.
William H. Chambliss, Esq.
Wayne N. Smith, Esq.
D. Mathias Roussy, Jr., Esq.
C. Meade Browder, Jr., Esq.
Ralph L. "Bill" Axselle, Jr., Esq.
Patrick A. Cushing, Esq.
M. Anderson Bradshaw, Esq.
James River Association c/o
Jameson Brunkow
John A. Pirko, Esq.
Elizabeth L. White, Esq.

Michael J. Quinan, Esq.
Cliona M. Robb, Esq.
Andrew R. McRoberts, Esq.
M. Ann Neil Cosby, Esq.
Leo P. Rogers, Jr., Esq.
B. Randolph Boyd, Esq.
Brian E. Gordineer
David O. Ledbetter, Esq.
Edward D. Tatum
Caleb Jaffe, Esq.
Frank Rambo, Esq.
Angela Navarro, Esq.

Attachment A

130560201

*Williamsburg Developments
Inc.*

May 21, 2013

Mr. Wade F. Briggs, Jr. P.E.
Electric Transmission Projects Manager III
Dominion Technical Solutions, Inc.
701 East Cary St.
Richmond, VA 23219

Dear Mr. Briggs:

Russell Seymour, Economic Development Director of James City County, informed me recently that Dominion Virginia Power (DVP) wishes to obtain a right-of-way on Williamsburg Developments, Inc. (WDI) property in James River Commerce Center. He shared with me a map showing the proposed location of the easement, which I understand is sought by DVP to construct an overhead transmission main.

I would be happy to discuss this possibility in more detail with you. WDI would expect to be compensated for the right-of-way property (3.21 acres) [REDACTED]. In addition, WDI would need to reserve the right to use the right of way for purposes such as access, parking, landscaping, etc.

I look forward to talking with you at your convenience. You may contact me by telephone at (757) 220-7159, or email at ygussman@cwfb.org.

Sincerely,

Victoria Gussman

Victoria Gussman
Vice President

Copy to: Russell Seymour, James City County Director of Economic Development

130560201

Attachment B

Charlotte P McAfee (Services - 6)

From: Leo Rogers [Leo.Rogers@jamescitycountyva.gov]
Sent: Thursday, May 23, 2013 2:01 PM
To: Charlotte P McAfee (Services - 6)
Cc: Russell Seymour; Wade Briggs (VirginiaPower - 6); 'Mike Quinan'
Subject: RE: Proposed Easement Acquisition

Charlotte,

I just met with the Vice Chair of the EDA about the proposed MOA. The EDA does not agree to encumber the entire property while Dominion decides whether or not to acquire the easement. Please remember that the EDA is not getting any consideration for entering into the MOA. As we discussed earlier, I believe it is unreasonable to require Dominion's approval for the entire 70 +/- acre parcel. Adding the language "not to be unreasonably withheld" does nothing. Do you really believe that a Court would uphold an unreasonable denial by Dominion? If not, what does the EDA gain by such language? Unfortunately, the EDA will not sign the MOA as presented.

Leo

From: Charlotte P McAfee [mailto:Charlotte.P.McAfee@dom.com]
Sent: Thursday, May 23, 2013 12:07 PM
To: Leo Rogers
Cc: Russell Seymour; Wade Briggs; 'Mike Quinan'
Subject: RE: Proposed Easement Acquisition
Importance: High

Attached please find the revised Memorandum of Agreement (MOA) with attachments based on our discussion of a few minutes ago. I have also included a PDF of the redline with the modified language appearing in #2 of the representations and warranties on p. 2 of the MOA.

Please note that the filing I made with the Commission on Friday included correspondence from you stating that the EDA had already approved the MOA, you had reviewed it and were agreeable to the form, and that a signed copy would be provided to Dominion yesterday, subject to WDI written confirmation which was provided early yesterday. We need the signed version of the attached back by yesterday, but in no event later than 1:30pm today.

Thanks in advance,
Charlotte

From: Leo Rogers [mailto:Leo.Rogers@jamescitycountyva.gov]
Sent: Thursday, May 23, 2013 10:42 AM
To: Charlotte P McAfee (Services - 6)
Cc: Russell Seymour; Wade Briggs (VirginiaPower - 6); 'Mike Quinan'
Subject: RE: Proposed Easement Acquisition

Charlotte,

I have some minor comments to the MOA and need to get a copy of Exhibit B. Please give me a call. Thanks,

Leo P. Rogers
County Attorney



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187
P: 757-253-6614
C: 757-903-8473
F: 757-253-6833
jamescitycountvva.gov

From: Charlotte P McAfee [<mailto:Charlotte.P.McAfee@dom.com>]
Sent: Wednesday, May 22, 2013 1:35 PM
To: Leo Rogers
Cc: Russell Seymour; Wade Briggs; Mike Quinan
Subject: RE: Proposed Easement Acquisition

Leo,

Thanks again.

This means that we will receive a signed Memorandum of Agreement (MOA) from the James City County EDA today, such that Dominion Virginia Power will be able to support the Variation #3 crossing of the James River (the land portion of which route crosses the EDA and Williamsburg Development Inc. properties, as is set out in the draft MOA) in our brief due this Friday, correct?

Charlotte P. McAfee
Senior Counsel, Law Department
Dominion Resources Services, Inc.
120 Tredegar Street, Riverside 2
Richmond, VA 23219-4306
Charlotte.P.McAfee@dom.com
804.819.2277 (office)
804.310.2183 (cell)

From: Leo Rogers [<mailto:Leo.Rogers@jamescitycountvva.gov>]
Sent: Wednesday, May 22, 2013 8:51 AM
To: Charlotte P McAfee (Services - 6); 'Mike Quinan'; 'McRoberts, Andrew R.'
Subject: FW: Proposed Easement Acquisition

FYI

From: Gussman, Victoria [<mailto:VGussman@CWF.org>]
Sent: Tuesday, May 21, 2013 4:58 PM
To: wade.briggs@dom.com

130560201

Cc: Russell Seymour
Subject: Proposed Easement Acquisition

Wade:

Please see the attached letter in response to our conversation the other day. I look forward to talking with you. If you prefer, we can meet in person if you are in the area.

Tory Gussman

Victoria Gussman, AICP
Director, Property Planning & Management
The Colonial Williamsburg Foundation
P.O. 1776, Williamsburg, VA 23187
ph. 757-220-7159

CONFIDENTIALITY NOTICE: This electronic message contains information which may be legally confidential and/or privileged and does not in any case represent a firm ENERGY COMMODITY bid or offer relating thereto which binds the sender without an additional express written confirmation to that effect. The information is intended solely for the individual or entity named above and access by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

MEMORANDUM of AGREEMENT
13

5-1623-

TO Russell Seymour,
James City County Economic Development Authority

FROM Wade F. Briggs, Jr.,
Dominion Virginia Power

DATE May 16, 2013

RE: Dominion Easement for Skiffes Creek Overhead Electric Transmission Line

I Summary: This Memorandum of Agreement ("MOA") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("SCC").

II Terms

Seller: James City County Economic Development Authority ("EDA").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("Dominion").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "Property").

Project: 500 kV overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as 230 kV overhead Electric Transmission Line and associated facilities from Skiffes Creek

Switching Station to Dominion's Whealton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and Incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead 500 kV electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and Incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is [REDACTED] (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA shall not grant any easements and/or rights-of-way on, over, through or under the Property or further encumber the Property without the prior written consent of Dominion, which shall not be unreasonably withheld.

3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers:

It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency
to Closing:

Each of the parties obligations to consummate this transaction (the "Closing") shall be subject to the issuance of an order of approval for the Skiffes Creek Project by the SCC approving the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 (the "SCC Approval"). In the event the SCC does not approve the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project (the "Additional Approvals"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "Commerce Center Approvals") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "Approvals." Dominion shall have the

right, in its sole and absolute discretion, to waive any of the Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

130560201

[Signature page follows]

130560201

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

By: _____

Name: _____

Date: _____

EDA:

James City County
Economic Development Authority

By: _____

Name: _____

Date: _____

130560201

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

130560201

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]

MEMORANDUM of AGREEMENT

5-23-13

TO **Russell Seymour,**
 James City County Economic Development Authority

FROM **Wade F. Briggs, Jr.,**
 Dominion Virginia Power

DATE **May 16, 2013**

RE: **Dominion Easement for Skiffes Creek Overhead Electric Transmission**
 Line

I Summary: This Memorandum of Agreement ("**MOA**") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("**SCC**").

II Terms

Seller: James City County Economic Development Authority ("**EDA**").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("**Dominion**").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA

Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "**Property**").

Project: 500 kV overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as 230 kV overhead Electric Transmission Line and associated facilities from Skiffes Creek Switching Station to Dominion's Whealton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and Incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead 500 kV electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and Incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is [REDACTED] (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA shall not grant any easements and/or rights-of-way on, over, through or under the Property or further encumber the Property without the prior written consent of Dominion, which shall not be unreasonably withheld.
3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject

to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers:

It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency
to Closing:

Each of the parties obligations to consummate this transaction (the "Closing") shall be subject to the issuance of an order of approval for the Skiffes Creek Project by the SCC approving the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 (the "SCC Approval"). In the event the SCC does not approve the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project (the "Additional Approvals"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "Commerce Center Approvals") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "Approvals." Dominion shall have the right, in its sole and absolute discretion, to waive any of the Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

[Signature page follows]

130560201

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

By: _____

Name: _____

Date: _____

EDA:

James City County
Economic Development Authority

By: _____

Name: _____

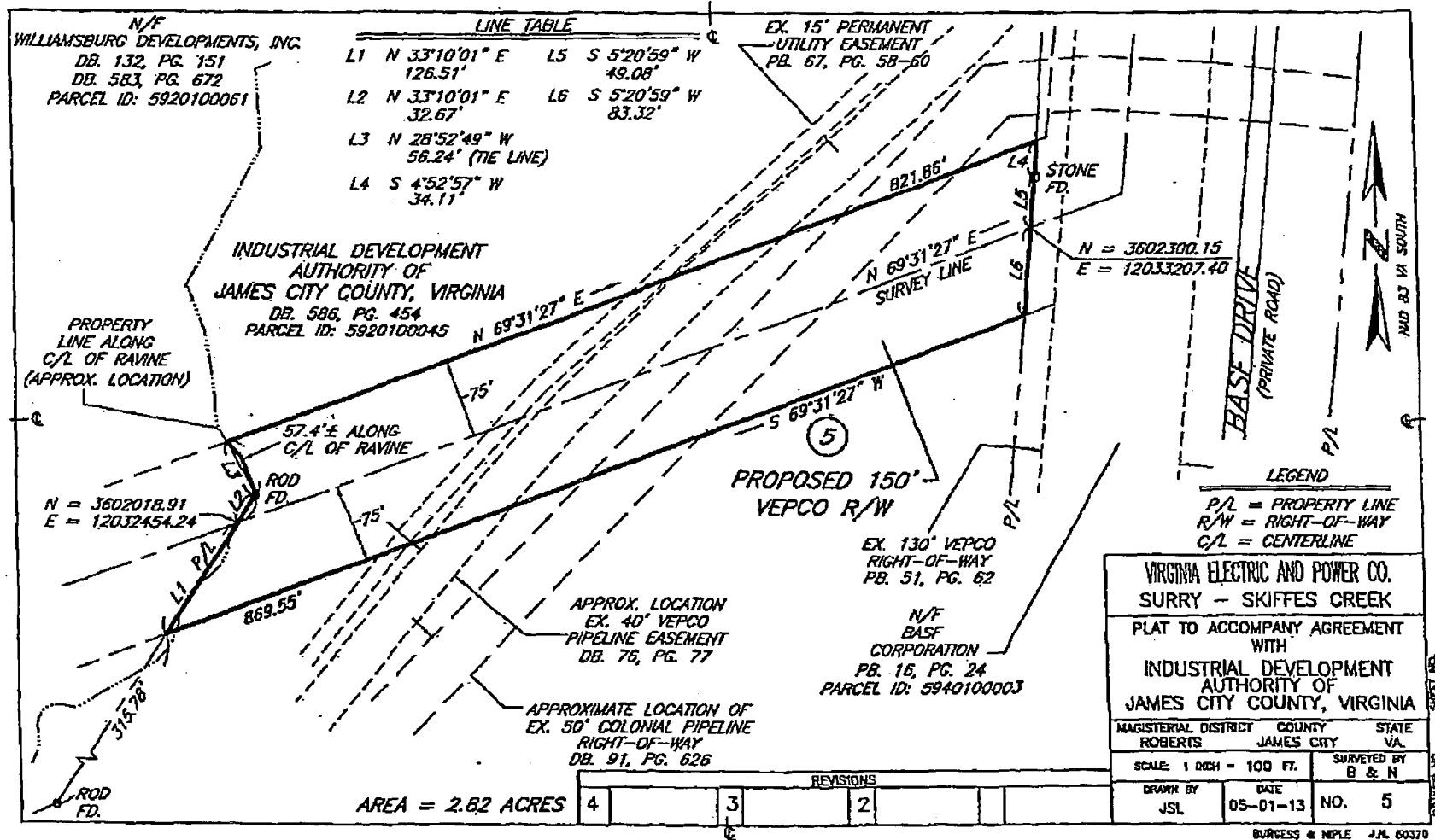
Date: _____

130560201

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

130560201



130560201

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]


Dominion

VIRGINIA POWER

Transmission Right of Way Agreement (VA) - (Page 1)

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 2013, between

_____, a
 ("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, with General Warranty and English covenants of title, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), _____ (_____) feet in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in the _____ of _____, Virginia, as more particularly shown on Plat No(s) ___, made by _____, dated _____ and entitled "_____"

_____, a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities as COMPANY may from time to time deem advisable, in its sole and absolute discretion.



Dominion

130560201

Transmission Right of Way Agreement (VA) - (Page 2)

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind, including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment (hereinafter referred to as "Encroachments") may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect. If COMPANY decides to permit an Encroachment within the Easement Area in accordance with the terms above it shall not charge the GRANTOR any fees in connection with the request for the Encroachment provided that GRANTOR may be required, at its sole cost and expense, to prepare surveys, plats or other drawings to identify the extent of the proposed Encroachment within the Easement Area.

With the exception of Encroachments permitted by the COMPANY in accordance with the terms of this Agreement, COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, 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 the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.

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Dominion™

Transmission Right of Way Agreement (VA) - (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein; that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof; and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

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.

WITNESS the following signature(s) and seal(s).

_____(SEAL)

_____(SEAL)

130560201



Dominion

Transmission Right of Way Agreement (VA) – (Page 4)

Corporate Notary Blank - (VA)*

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of _____, _____, by _____ of _____ a _____ corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[AFFIX NOTARIAL SEAL]

*Williamsburg Developments
Inc.*

May 24, 2013

Mr. Wade F. Briggs, Jr. P.E.
Electric Transmission Projects Manager III
Dominion Technical Solutions, Inc.
701 East Cary St.
Richmond, VA 23219

Dear Mr. Briggs:

This letter is to follow up our meeting yesterday regarding the proposed Dominion Virginia Power (DVP) easement on Williamsburg Developments, Inc. (WDI) property in James River Commerce Center. Thank you for answering my questions and especially for clarifying the location of the easement with respect to the James River crossing options.

The Memorandum of Agreement you provided is acceptable to WDI provided that:

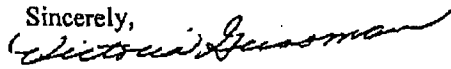
1. The Contingency to Closing section include a contingency that James River Crossing Variation #3 be an underwater crossing. Variation #3 is acceptable to WDI only as an underwater crossing.
2. Closing shall occur no later than 180 days following the SCC approval of the transmission line route.
3. The Access provision clarify that DVP's access to the easement property is not through other WDI property.
4. Representation and Warranties item number 2 state that WDI has fee simple title to the Property. Should the property be sold prior to execution of the Right of Way Agreement, it would be sold subject to the MOA.
5. Representation and Warranties item number 3 include the agreement that the fee simple property owner will retain reasonable access to the land that is cut off by the easement.
6. The Brokers section clarify that WDI is represented by a broker for the sale of the Property, but WDI is not represented by a broker in this easement transaction.
7. The last sentence of the Remedies section be changed to read, "Upon Dominion's default (not cured within applicable cure periods), WDI shall be entitled to its damages as determined by Virginia law."

130560201

8. The Right of Way agreement you provided may be modified as mutually agreed upon by DVP and WDI.

Should you have any questions or wish to discuss the comments above, please call me at (757) 220-7159. Once agreement is reached on the MOA, I will review the Right of Way Agreement with counsel.

Sincerely,



Victoria Gussman
Vice President

ATTACHMENT 3

From: Gary, Rick

Sent: Tuesday, June 11, 2013 9:24 AM

To: 'leo.rogers@jamescitycountyva.gov' (leo.rogers@jamescitycountyva.gov)

Cc: Russell.Seymour@jamescitycountyva.gov; Wade Briggs (wade.briggs@dom.com); Charlotte P McAfee (Charlotte.P.McAfee@dom.com); Lisa S Booth (lisa.s.booth@dom.com); Biller, Timothy E.

Subject: Skiffes Creek - Proposed Easement Acquisition

Mr. Rogers,

Following up on the three concerns that you have raised on behalf of the Economic Development Authority of James City County (EDA) regarding the Memorandum of Agreement (MOA) for the purchase by Virginia Electric and Power Company (Company) of an easement on the EDA property, attached is a updated MOA addressing those concerns and the combined attachments to the MOA.


To address the first concern, that the MOA referenced only a 500kV transmission line, the Company has removed any references to a specific voltage for the overhead line that would be constructed on the right-of-way and has limited the applicability of the MOA to the relevant portion of the EDA property crossed by the right-of-way as proposed.

For the second concern, that the MOA requires the Company's prior written permission for transactions over the entire EDA parcel until the date of closing, the Company has further revised this provision to limit its application to only the area within the right-of-way provided that any other transactions would not cut-off the Company's access to the right-of-way.


Finally, with regard to the third concern, that the EDA's sole remedy for a violation of the MOA by the Company is to terminate the MOA, as the Company's counsel has previously discussed with you, the MOA is an agreement to enter into an easement transaction subject to a number of closing conditions, including SCC approval of the route crossing the EDA property on the right-of-way and the Company's funding of the escrow account in the purchase amount. If the Company breaches its only material obligation under the MOA, to fund the escrow account in the purchase amount, then the closing conditions would not be satisfied and the EDA would no longer be obligated to grant the easement; therefore, there would be no harm to the parties. This is identical to the situation if any other closing condition did not occur, including SCC approval of a route that crosses the EDA property on the right-of-way.

The Company understands that these are the three remaining concerns that you and the EDA have with the MOA. The Company asks that you respond with any additional concerns or with a signed version of the MOA as soon as possible and in any event no later than by 5 pm, EST, Thursday, June 13.

Rick

	Home	VCard	Bio
	Richard Gary Partner rgary@hunton.com		
	Hunton & Williams LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219 Phone: (804) 788-8330 Fax: (804) 343-4525 www.hunton.com		

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 **Firm Green** the Green. Please print this email only when necessary.

MEMORANDUM of AGREEMENT

6-11-13

TO **Russell Seymour,**
 James City County Economic Development Authority

FROM **Wade F. Briggs, Jr.,**
 Dominion Virginia Power

DATE **June 11, 2013**

RE: **Dominion Easement for Skiffes Creek Overhead Electric Transmission Line**

I Summary: This Memorandum of Agreement ("**MOA**") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("**SCC**").

II Terms

Seller: James City County Economic Development Authority ("**EDA**").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("**Dominion**").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA
Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "**Property**").

Project: An overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as overhead Electric Transmission Line and associated facilities from Skiffes Creek Switching Station to Dominion's

Whealton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$112,800.00) (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA may grant easements to third parties and/or rights-of-way on, over, through or under the Property or further encumber the Property outside of the Right-of-Way provided that any such encumbrances will not cut off Dominion's access to the Right-of-Way.

3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers: It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency to Closing: Each of the parties obligations to consummate this transaction (the "**Closing**") shall be subject to the issuance of an order by the SCC for the Skiffes Creek Project in Case No. PUE-2012-00029 approving a route to include the route segment depicted in the Plat (the "**SCC Approval**"). In the event the SCC does not approve such route in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project on the Property (the "**Additional Approvals**"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "**Commerce Center Approvals**") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "**Approvals**." Dominion shall have the right, in its sole and absolute discretion, to waive any of the

Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, or (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

EDA:

James City County
Economic Development Authority

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]

MEMORANDUM of AGREEMENT

56-2311-13

TO **Russell Seymour,**
 James City County Economic Development Authority

FROM **Wade F. Briggs, Jr.,**
 Dominion Virginia Power

DATE **~~May 16~~ June 11, 2013**

RE: **Dominion Easement for Skiffes Creek Overhead Electric Transmission Line**

I Summary: This Memorandum of Agreement ("**MOA**") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("**SCC**").

II Terms

Seller: James City County Economic Development Authority ("**EDA**").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("**Dominion**").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "**Property**").

Project: ~~500-kV~~an overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as ~~230-kV~~ overhead Electric

Transmission Line and associated facilities from Skiffes Creek Switching Station to Dominion's Whealton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead ~~500-kV~~ electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$112,800.00) (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA ~~shall not~~may grant any easements to third parties and/or rights-of-way on, over, through or under the Property or further encumber the Property ~~without the prior written consent of Dominion, which shall not be unreasonably withheld~~outside of the

Right-of-Way provided that any such encumbrances will not cut off Dominion's access to the Right-of-Way.

3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers: It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency to Closing: Each of the parties obligations to consummate this transaction (the "**Closing**") shall be subject to the Issuance of an order of approval by the SCC for the Skiffes Creek Project by the SCC approving the route referenced as "~~James River Crossing Variation #3~~" in Case No. PUE-2012-00029 approving a route to include the route segment depicted in the Plat (the "**SCC Approval**"). In the event the SCC does not approve ~~the~~such route referenced as "~~James River Crossing Variation #3~~" in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project on the Property (the "**Additional Approvals**"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "**Commerce Center Approvals**") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow

Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "**Approvals**." Dominion shall have the right, in its sole and absolute discretion, to waive any of the Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer.

Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, or (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party

against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

By: _____

Name: _____

Date: _____

EDA:

James City County
Economic Development Authority

By: _____

Name: _____

Date: _____

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]

N/F
WILLIAMSBURG DEVELOPMENTS, INC.
DB. 132, PG. 151
DB. 583, PG. 672
PARCEL ID: 5920100061

LINE TABLE			
L1	N 33°10'01" E	L5	S 5°20'59" W
	126.51'		49.08'
L2	N 33°10'01" E	L6	S 5°20'59" W
	32.67'		83.32'
L3	N 28°52'49" W		
	56.24' (TIE LINE)		
L4	S 4°52'57" W		
	34.11'		

INDUSTRIAL DEVELOPMENT
AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA
DB. 586, PG. 454
PARCEL ID: 5920100045

PROPERTY
LINE ALONG
C/L OF RAVINE
(APPROX. LOCATION)

N = 3602018.91
E = 12032454.24

57.4'± ALONG
C/L OF RAVINE

APPROX. LOCATION
EX. 40' VEPCO
PIPELINE EASEMENT
DB. 76, PG. 77

APPROXIMATE LOCATION OF
EX. 50' COLONIAL PIPELINE
RIGHT-OF-WAY
DB. 91, PG. 626

EX. 15' PERMANENT
UTILITY EASEMENT
PB. 67, PG. 58-60

PROPOSED 150'
VEPCO R/W

EX. 130' VEPCO
RIGHT-OF-WAY
PB. 51, PG. 62

N/F
BASF
CORPORATION
PB. 16, PG. 24
PARCEL ID: 5940100003

N = 3602300.15
E = 12033207.40

BASF DRIVE
(PRIVATE ROAD)

LEGEND

P/L = PROPERTY LINE
R/W = RIGHT-OF-WAY
C/L = CENTERLINE

VIRGINIA ELECTRIC AND POWER CO.
SURRY - SKIFFES CREEK
PLAT TO ACCOMPANY AGREEMENT
WITH
INDUSTRIAL DEVELOPMENT
AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA

MAGISTERIAL DISTRICT COUNTY STATE
ROBERTS JAMES CITY VA.

SCALE 1 INCH = 100 FT.

SURVEYED BY
B & N

DRAWN BY
JSL

DATE
05-01-13

NO. 5

AREA = 2.82 ACRES

REVISIONS

4	3	2			
---	---	---	--	--	--

BURGESS & NIPLE J.N. 50370

SHEET NO.

DRAWER NO.



Dominion

VIRGINIA POWER

Transmission Right of Way Agreement (VA) - (Page 1)

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 2013, between

_____, hereinafter called "GRANTOR" ("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, with General Warranty and English covenants of title, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), _____ (____) feet in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in the _____ of _____, Virginia, as more particularly shown on Plat No(s). ___, made by _____, dated _____ and entitled "_____,"

_____ a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities as COMPANY may from time to time deem advisable, in its sole and absolute discretion.



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Transmission Right of Way Agreement (VA) - (Page 2)

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind, including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment (hereinafter referred to as "Encroachments") may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect. If COMPANY decides to permit an Encroachment within the Easement Area in accordance with the terms above it shall not charge the GRANTOR any fees in connection with the request for the Encroachment provided that GRANTOR may be required, at its sole cost and expense, to prepare surveys, plats or other drawings to identify the extent of the proposed Encroachment within the Easement Area.

With the exception of Encroachments permitted by the COMPANY in accordance with the terms of this Agreement, COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, 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 the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.



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Transmission Right of Way Agreement (VA) - (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein; that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof; and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

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.

WITNESS the following signature(s) and seal(s).

_____(SEAL)

_____(SEAL)



Dominion™

Transmission Right of Way Agreement (VA) – (Page 4)

Corporate Notary Blank - (VA)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of
_____, _____, by _____ of
_____, a _____
_____ corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[AFFIX NOTARIAL SEAL]

ATTACHMENT 4

MEETING MINUTES

**ECONOMIC DEVELOPMENT AUTHORITY (EDA)
OF JAMES CITY COUNTY (JCC)
101-D MOUNTS BAY ROAD
WILLIAMSBURG, VA 23185
8:00 AM, THURSDAY, JULY 11, 2013**

1. CALL TO ORDER

The meeting was called to order by Chairman Gerhardt at 8:01 AM.

2. ROLL CALL

A roll call identified the following members present:

Ms. Robin Carson
Ms. Leanne DuBois
Mr. Paul W. Gerhardt, Chairman
Mr. Tim Harris
Mr. Thomas Tingle
Mr. Marshall Warner, Vice Chair

Also Present:

Mr. Jared Arango, The Peninsula Pentecostals
Mr. M. Anderson Bradshaw, Powhatan District Supervisor, Board of Supervisors
Ms. Cheryl Cochet, EDA Fiscal Agent
Mr. Paul Holt, Planning Director, JCC
Mr. Christopher Johnson, Principal Planner, JCC
Ms. Laura Messer, EDA Recording Secretary
Mr. Robert Middaugh, County Administrator, JCC
Mr. Allen Murphy, Director of Development Management, JCC
Mr. Donald Patten, Green Mount Associates LLC
Mr. Leo Rogers, EDA Counsel
Mr. Russell Seymour, EDA Secretary
Ms. Kathryn Sipes, Business Development and Retention Coordinator, JCC
Mr. Tim Trant, Kaufman & Canoles
Mr. Telly Tucker, EDA Assistant Secretary

Absent:

Mr. Stephen Montgomery, Director

3. MINUTES

a. June 13, 2013 Meeting Minutes

Mr. Gerhardt asked if there were any changes to the June 13 regular meeting minutes. There being no changes, he asked for a motion to approve both sets of minutes. Ms. Carson made a motion to approve the minutes, which was seconded by Mr. Harris. The minutes were approved unanimously by voice vote.

4. FINANCIAL STATEMENTS

a. June Financial Statements

Mr. Gerhardt asked Ms. Cochet for a financial update. She discussed the expenditures in Period 12 (June 2013) stating that incubator client revenue and interest revenue had been collected.

Mr. Warner noted the increase in bond revenue year-to-date.

Ms. Cochet discussed the expenditures and said that they included monthly expenses of legal fees. She stated both York County and the City of Williamsburg had paid their portions of the Business Appreciation event in the amount of \$6,000.

There being no questions, Mr. Harris made a motion to approve the June financial report, which was seconded by Mr. Warner and passed unanimously by voice vote.

5. DISCUSSION ITEMS

a. County Administrator Update

Mr. Middaugh discussed the issue of Mainland Farms and placing a conservation easement on the property. He stated that an easement on the property could not be placed by the County while still owned by the EDA. Mr. Gerhardt asked whether the County had looked at the possibility of selling conservation tax credits. Mr. Rogers said there were different options.

Mr. Rogers said there are different potential candidates for the easement. Mr. Middaugh stated that it seemed as if the Williamsburg Land Conservancy may be an ideal candidate for the conservation easement. Mr. Middaugh stated the title would need to be transferred back to the County.

Mr. Rogers said he would investigate and see if the EDA can receive tax credits. Mr. Bradshaw stated that this type of easement may not qualify for tax credits and that a government, which is a non-taxable entity may not be eligible.

Mr. Tingle posited that there should still be creative opportunities for agriculture on the property. The EDA discussed the matter including an outreach and public awareness campaign. Ms. DuBois stated that it was important for the land to continue to be maintained for rural uses such as the lease agreement to Mr. David Hula that is currently in

place.

Mr. Rogers gave a brief history of Mainland Farms and the County acquiring the farm. The EDA noted the issue of being the operator of the property and asked who would receive revenues.

Mr. Middaugh stated it is likely that the conservation easement would occur at the September BOS Meeting.

Mr. Gerhardt thanked Mr. Middaugh for the update and stated the EDA would look forward to reviewing the easement.

b. County Attorney Update

Mr. Rogers briefly discussed the status of the case against Dominion Power stating a proposal had been offered and accepted by Dominion Power. He asked if the EDA still supported this option.

Mr. Gerhardt stated he would need to abstain from any discussion or vote, because he did legal work for Williamsburg Development, Inc. and others in his law firm may be involved in the case.

Mr. Tingle noted that as long as Williamsburg Development Inc. had no conflicts with the proposal that the EDA should maintain support.

Mr. Harris made a motion to maintain support, which was seconded by Ms. Carson. Mr. Seymour took a roll call vote:

Ms. Carson	AYE
Ms. DuBois	AYE
Mr. Gerhardt	Abstain
Mr. Harris	AYE
Mr. Montgomery	AYE
Mr. Tingle	AYE
Mr. Warner	AYE

c. Meeting Schedule

Mr. Gerhardt noted there may be interest in cancelling the EDA's August meeting scheduled for August 8, 2013. Everyone agreed. Mr. Warner made a motion to cancel the August meeting, which was seconded by Ms. Carson and passed unanimously by voice vote.

6. ACTION ITEM

a. M-2 General Industrial District

Mr. Seymour began a discussion of proposed changes to the M-2 General Industrial District. He noted the importance of M-2 General Industrial to economic development and noted that there is not an abundance of acreage left in the County with this zoning. He reviewed a map of the remaining M-2 acreage and noted that there were a variety of companies located in M-2 including the Walmart Import Distribution Center, Haynes Distribution Center, Ball Metal, Anheuser-Busch InBev, Owens-Illinois, Christmas Mouse, and Creative Cabinet Works.

Mr. Seymour said that much of employment for the County is located at these and other companies and that each of the aforementioned businesses provide significant tax revenue to the County.

Mr. Seymour stated that a majority of the remaining M-2 zoned land is located on the former BASF site, which is 620 acres near Green Mount Industrial Park.

Mr. Seymour asked the EDA if they had any questions about the proposed changes to the Zoning Ordinance that was provided prior to the meeting.

Prior to any discussion by the EDA, Mr. Gerhardt informed the EDA that his firm represented a client that has an interest in property that would be directly affected by the proposed changes, and that he would not be participating in any discussion or votes pertaining to the issue, whereupon Mr. Gerhardt asked Vice Chairman Warner to conduct the meeting and he excused himself from the meeting.

Mr. Rogers noted that the changes to the Zoning Ordinance had been made following a mistake made by the Planning Division. He stated the goal of amending the Zoning Ordinance was to look at the County as a whole and not look at any specific areas involved. He noted that it was imperative to be objective and not subjective.

Mr. Paul Holt, Planning Director, gave a brief synopsis of why the Zoning Ordinance needed to be amended and that it was not an abnormal situation. He stated that there was a formatting error because of utilizing the copy and paste function within Microsoft Word that caused 22 industrial uses to be deleted from M-2 General Industrial and 40 business and non-industrial uses were mistakenly included in M-2.

Mr. Harris said he understood that an error occurred and provided an example of breweries currently not being permissible in M-2 General Industrial. He stated that this needed to be corrected.

Ms. Carson questioned whether it would be negative to have a school such as a technical or trade school in M-2 General Industrial. She stated she could see some positive in a school of that nature in such a district.

Mr. Tingle asked about use and the issue of special use permits. Mr. Holt noted that there had been two meetings of the policy committee where a cumulative review had been

conducted with a page-by-page discussion of all changes.

Mr. Tingle asked why there was not more M-2 General Industrial land available to which Mr. Seymour responded that much of the M-2 General Industrial land is land locked and does not have current accessibility specifically near Skiffes Creek.

Mr. Harris reminded the EDA that it was an error and there was no reason to not support the amendments.

Mr. Tingle asked about recent project announcements and Mr. Seymour noted that all of the expansions and buildings within the last year were located in M-2 General Industrial.

Mr. Seymour stated that the Policy Committee had supported all of the amendments. He stated that the Planning Commission had decided to include places of assembly as allowed uses in M-2 General Industrial against the recommendation of the Policy Committee.

Mr. Tingle asked what the situation was that occurred surrounding the places of assembly and the group had a brief discussion about the issue of places of assembly in M-2 General Industrial.

Mr. Rogers stated that there were two routes of action: the EDA could support the M-2 General Industrial Zoning Ordinance amendments or they could state they disapprove the amendments with clarifications.

Ms. DuBois asked when the issue of the mistake came forth about the zoning ordinance. Mr. Holt stated it first surfaced in April when a prospective user had submitted a conceptual plan for a piece of property zoned M-2 General Industrial.

Mr. Tingle said he wanted to support the use that makes most sense for the County.

Mr. Rogers said that it was important to be objective and not subjective. He stated that regardless of specific development proposals, that the County was being taken advantage of for a mistake. He said that the prospective land owner was using guilt to make their case. He stated that at the July 3 Planning Commission, they had voted 4-2 in favor of keeping places of public assembly in the proposed amendments to the M-2 Zoning District.

Ms. Carson stated it was important for the EDA to have a voice.

Mr. Rogers stated that when the Board of Supervisors considers the Zoning Ordinance amendments that they would not consider existing uses but would look at what was best for the County.

Mr. Donald Patten asked if he could speak. He stated that he had been a land owner in James City County since 1986 and that he was a partner in Green Mount Industrial Park. He said that in 2011 no one had informed him of changes to the Zoning Ordinance. He stated again that no one had told him this time about the potential changes to zoning of

property he owned in the County.

Mr. Rogers said that the County is simply correcting an error.

Mr. Tim Trant, attorney for the Peninsula Pentecostals stated that his client was being unfairly punished for the County's mistake. He stated that prior to a meeting on April 2 that there was no issue with the 2012 Zoning Ordinance and that his client had spent tens of thousands of dollars in procuring the property including the conceptual plan. He stated that there had been meetings on April 26, April 29, and June 5 with County officials.

Mr. Rogers stated that the contract was originally put in place prior to any submissions to the County in March.

Mr. Rogers reminded the EDA that the issue before them was not about any specific property owner or any development proposal, but rather about what uses are appropriate in M-2 as a policy matter that is County-wide.

Mr. Tingle proposed that the EDA be given more information with a longer timeframe to process what they deem best for the County. He suggested that it be discussed at the August 8 EDA meeting, which will be before the August 13 BOS meeting.

Ms. Messer stated materials were due for the BOS meeting on July 26. Mr. Middaugh stated that the EDA could submit their recommendation following that date. Mr. Rogers agreed with Mr. Middaugh.

The EDA decided that in lieu of the Planning Commission Chairman, who is out on medical leave, that the Vice Chair, Rich Krapf be invited to discuss the Planning Commission's decision in support of maintaining places of public assembly in the M-2 General Industrial zoning. The EDA also asked that comparative zoning be provided with similar localities to see what is included in their most heavy industrial zoning.

Mr. Bradshaw said he hoped the EDA would be able to come to an opinion because the BOS relies on their expertise in terms of development. He also emphasized the EDA purview.

Additionally, the EDA asked that Planning Commission meeting minutes from June 5 and July 3 as well as the Policy Committee minutes from May 31 and June 15 be sent to them. Mr. Seymour also stated that the EDA would receive a summary of currently usable acres in M-2.

Mr. Warner made a motion to continue discussion at the August 8 meeting, which was seconded by Ms. Carson.

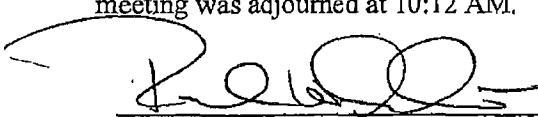
Mr. Gerhardt rejoined the meeting.

7. STAFF REPORT

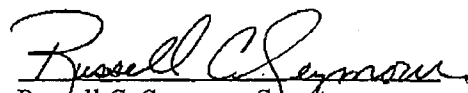
Mr. Seymour provided a brief update on the marketing material RFP. He stated that Mr. Tucker had submitted the joint Enterprise Zone application. Mr. Seymour noted that the regional incubator management contract had been signed. Lastly, Mr. Seymour noted that REV3 had occurred and that there were 600 participants in the Glow Run in New Town. He stated it was a positive event for tourism. Ms. Carson noted that Kingsmill Resort was sold out the weekend of REV3 because of the compression that occurs in the region. She stated it was great for the region.

8. ADJOURNMENT

There being no more time for further business, Ms. Carson made a motion to adjourn. The meeting was adjourned at 10:12 AM.



Paul W. Gerhardt, Chairman



Russell C. Seymour, Secretary

ATTACHMENT 5

Watts, Stephen H. II

From: Gary, Rick <rgary@hunton.com>
Sent: Friday, July 19, 2013 7:50 AM
To: Leo Rogers
Cc: Charlotte P McAfee (Services - 6); Lisa S Booth (Services - 6); Mike Quinan; McRoberts, Andrew R.
Subject: RE: Skiffes Creek - Proposed Easement Acquisition
Attachments: Updated MOA (6-11-13).pdf; Attachments to MOA.PDF

Leo--

Great, glad to hear the EDA has approved moving forward with the easement. Please return an executed copy of the MOA at your earliest convenience, no later than July 31. For your convenience, I have included with this email the MOA and attachments that I previously forwarded to you on June 11.

We will keep you updated on the WDI discussions. Hope your summer is going well.

Rick

Bio vCard



Richard Gary
Partner
rgary@hunton.com

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219
Direct: 804.788.8330
Fax: 804.343.4525
www.hunton.com

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FIRMGREEN PRACTICES
Environments: Sustainability

From: Leo Rogers [mailto:Leo.Rogers@jamestowncountyva.gov]
Sent: Thursday, July 11, 2013 4:25 PM
To: Gary, Rick
Cc: 'Charlotte.P.McAfee@dom.com'; 'lisa.s.booth@dom.com'; 'Mike Quinan'; 'McRoberts, Andrew R.'
Subject: RE: Skiffes Creek - Proposed Easement Acquisition

Rick,

Today the EDA met and reconfirmed its commitment to convey the easement sought by Dominion Power by a 5-0-1 vote (one member was absent and there was one abstention). The EDA also confirmed its position that Dominion needs to work out a deal with WDI for the easement over the WDI property. As you are aware, WDI is not only an adjacent property owner, it is also the EDA's partner in developing the James River Commerce Center. Please let me know the status of your discussions with WDI.

Leo P. Rogers
County Attorney



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187
P: 757-253-6614
C: 757-903-8473
F: 757-253-6833
jamescitycountyva.gov

From: Gary, Rick [<mailto:rgary@hunton.com>]
Sent: Monday, July 08, 2013 8:34 AM
To: Leo Rogers
Cc: Charlotte.P.McAfee@dom.com; lisa.s.booth@dom.com; Mike Quinan; McRoberts, Andrew R.
Subject: RE: Skiffes Creek - Proposed Easement Acquisition

Leo,

Thank you for the update, we look forward to hearing the results of Thursday's meeting with regard to the easement. At this point our priority has been addressing the route across the EDA property because of our broader siting rights and abilities on the WDI property. We believe we have had a constructive dialogue so far with WDI on this issue and once we have more certainty on the route across the EDA property we can continue working with WDI for the easement over its property.

We look forward to hearing from you next week after the EDA meeting.

Rick

Bio vCard



Richard Gary
Partner
rgary@hunton.com

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219
Direct: 804.788.8330
Fax: 804.343.4525
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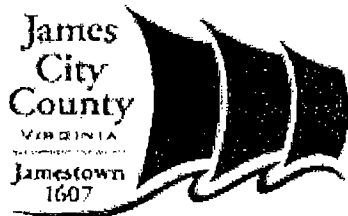
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FIRMGREEN Practicing
Environmental Sustainability

From: Leo Rogers [<mailto:Leo.Rogers@jamescitycountyva.gov>]
Sent: Wednesday, July 03, 2013 8:53 AM
To: Gary, Rick
Cc: 'Charlotte.P.McAfee@dom.com'; 'lisa.s.booth@dom.com'; 'Mike Quinan'; 'McRoberts, Andrew R.'
Subject: RE: Skiffes Creek - Proposed Easement Acquisition
Importance: Low

Rick,
The EDA will be meeting next Thursday to discuss the easement sought by DVP. Have you made any progress working with WDI/Colonial Williamsburg for the easement over its adjacent parcel?

Leo P. Rogers
County Attorney



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187
P: 757-253-6614
C: 757-903-8473
F: 757-253-6833
jamescitycountyva.gov

From: Leo Rogers
Sent: Tuesday, June 11, 2013 9:12 PM
To: Gary, Rick
Cc: Russell Seymour; wade.briggs@dom.com; Charlotte.P.McAfee@dom.com; lisa.s.booth@dom.com; Biller, Timothy E.
Subject: Re: Skiffes Creek - Proposed Easement Acquisition

Mr. Gary,

Thank you for your email message. Sorry about my late response, but I was at the Board of Supervisors meeting. This is certainly a welcome development. I will need to let the EDA Board know about it. Unfortunately, I will not be in the office tomorrow and will be attending the VSB meeting later in the week. Although I will not be able to make your June 13th deadline, I will let you know the EDA response ASAP.

Leo Rogers

Sent from my iPad

On Jun 11, 2013, at 9:24 AM, "Gary, Rick" <rgary@hunton.com> wrote:

Mr. Rogers,
Following up on the three concerns that you have raised on behalf of the Economic Development Authority of James City County (EDA) regarding the Memorandum of Agreement

(MOA) for the purchase by Virginia Electric and Power Company (Company) of an easement on the EDA property, attached is a updated MOA addressing those concerns and the combined attachments to the MOA.

To address the first concern, that the MOA referenced only a 500kV transmission line, the Company has removed any references to a specific voltage for the overhead line that would be constructed on the right-of-way and has limited the applicability of the MOA to the relevant portion of the EDA property crossed by the right-of-way as proposed.

For the second concern, that the MOA requires the Company's prior written permission for transactions over the entire EDA parcel until the date of closing, the Company has further revised this provision to limit its application to only the area within the right-of-way provided that any other transactions would not cut-off the Company's access to the right-of-way.

Finally, with regard to the third concern, that the EDA's sole remedy for a violation of the MOA by the Company is to terminate the MOA, as the Company's counsel has previously discussed with you, the MOA is an agreement to enter into an easement transaction subject to a number of closing conditions, including SCC approval of the route crossing the EDA property on the right-of-way and the Company's funding of the escrow account in the purchase amount. If the Company breaches its only material obligation under the MOA, to fund the escrow account in the purchase amount, then the closing conditions would not be satisfied and the EDA would no longer be obligated to grant the easement; therefore, there would be no harm to the parties. This is identical to the situation if any other closing condition did not occur, including SCC approval of a route that crosses the EDA property on the right-of-way.

The Company understands that these are the three remaining concerns that you and the EDA have with the MOA. The Company asks that you respond with any additional concerns or with a signed version of the MOA as soon as possible and in any event no later than by 5 pm, EST, Thursday, June 13.

Rick

<image001.gif><image002.gif><image003.gif>

<image004.gif>	Richard Gary Partner rgary@hunton.com
	Hunton & Williams LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219 Phone: (804) 788-8330 Fax: (804) 343-4525 www.hunton.com

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MEMORANDUM of AGREEMENT

6-11-13

TO **Russell Seymour,**
 James City County Economic Development Authority

FROM **Wade F. Briggs, Jr.,**
 Dominion Virginia Power

DATE **June 11, 2013**

RE: **Dominion Easement for Skiffes Creek Overhead Electric Transmission Line**

I Summary: This Memorandum of Agreement ("**MOA**") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("**SCC**").

II Terms

Seller: James City County Economic Development Authority ("**EDA**").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("**Dominion**").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "**Property**").

Project: An overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as overhead Electric Transmission Line and associated facilities from Skiffes Creek Switching Station to Dominion's

Whealton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$112,800.00) (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA may grant easements to third parties and/or rights-of-way on, over, through or under the Property or further encumber the Property outside of the Right-of-Way provided that any such encumbrances will not cut off Dominion's access to the Right-of-Way.

3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers: It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency to Closing: Each of the parties obligations to consummate this transaction (the "**Closing**") shall be subject to the issuance of an order by the SCC for the Skiffes Creek Project in Case No. PUE-2012-00029 approving a route to include the route segment depicted in the Plat (the "**SCC Approval**"). In the event the SCC does not approve such route in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project on the Property (the "**Additional Approvals**"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "**Commerce Center Approvals**") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "**Approvals**." Dominion shall have the right, in its sole and absolute discretion, to waive any of the

Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, or (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

By: _____

Name: _____

Date: _____

EDA:

James City County
Economic Development Authority

By: _____

Name: _____

Date: _____

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]

N/F
 WILLIAMSBURG DEVELOPMENTS, INC.
 DB. 132, PG. 151
 DB. 583, PG. 672
 PARCEL ID: 5920100061

LINE TABLE			
L1	N 33°10'01" E	L5	S 5°20'59" W
	126.51'		49.08'
L2	N 33°10'01" E	L6	S 5°20'59" W
	32.67'		83.32'
L3	N 28°52'49" W		
	56.24' (TIE LINE)		
L4	S 4°52'57" W		
	34.11'		

INDUSTRIAL DEVELOPMENT
 AUTHORITY OF
 JAMES CITY COUNTY, VIRGINIA
 DB. 586, PG. 454
 PARCEL ID: 5920100045

PROPERTY
 LINE ALONG
 C/L OF RAVINE
 (APPROX. LOCATION)

N = 3602018.91
 E = 12032454.24

57.4'± ALONG
 C/L OF RAVINE

ROD
 FD.

869.55'

N 69°31'27" E

75'

75'

APPROX. LOCATION
 EX. 40' VEP
 PIPELINE EASEMENT
 DB. 76, PG. 77

APPROXIMATE LOCATION OF
 EX. 50' COLONIAL PIPELINE
 RIGHT-OF-WAY
 DB. 91, PG. 626

EX. 15' PERMANENT
 UTILITY EASEMENT
 PB. 67, PG. 58-60

N 69°31'27" E
 SURVEY LINE

N = 3602300.15
 E = 12033207.40

STONE
 FD.

PROPOSED 150'
 VEP
 R/W

EX. 130' VEP
 RIGHT-OF-WAY
 PB. 51, PG. 62

N/F
 BASF
 CORPORATION
 PB. 16, PG. 24
 PARCEL ID: 5940100003

LEGEND

P/L = PROPERTY LINE
 R/W = RIGHT-OF-WAY
 C/L = CENTERLINE

VIRGINIA ELECTRIC AND POWER CO.
 SURRY - SKIFFES CREEK

PLAT TO ACCOMPANY AGREEMENT
 WITH

INDUSTRIAL DEVELOPMENT
 AUTHORITY OF
 JAMES CITY COUNTY, VIRGINIA

MAGISTERIAL DISTRICT COUNTY STATE
 ROBERTS JAMES CITY VA.

SCALE: 1 INCH = 100 FT.

SURVEYED BY
 B & N

DRAWN BY
 JSL

DATE
 05-01-13

NO. 5

AREA = 2.82 ACRES

REVISIONS

4		3		2					
---	--	---	--	---	--	--	--	--	--

BURGESS & NIPLE J.N. 50370

SHEET NO.

DRAWER NO.

NAD 83 1/4 SOUTH



Dominion™

VIRGINIA POWER

Transmission Right of Way Agreement (VA) - (Page 1)

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 2013, between

_____, a
_____, hereinafter called "GRANTOR"
("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, with General Warranty and English covenants of title, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), _____ (____) feet in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in the _____ of _____, Virginia, as more particularly shown on Plat No(s) __, made by _____, dated _____ and entitled "_____,"

_____ a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities as COMPANY may from time to time deem advisable, in its sole and absolute discretion.



Dominion

Transmission Right of Way Agreement (VA) - (Page 2)

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind, including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment (hereinafter referred to as "Encroachments") may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect. If COMPANY decides to permit an Encroachment within the Easement Area in accordance with the terms above it shall not charge the GRANTOR any fees in connection with the request for the Encroachment provided that GRANTOR may be required, at its sole cost and expense, to prepare surveys, plats or other drawings to identify the extent of the proposed Encroachment within the Easement Area.

With the exception of Encroachments permitted by the COMPANY in accordance with the terms of this Agreement, COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, 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 the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.



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Transmission Right of Way Agreement (VA) - (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein; that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof; and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

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.

WITNESS the following signature(s) and seal(s).

_____(SEAL)

_____(SEAL)



Dominion™

Transmission Right of Way Agreement (VA) – (Page 4)

Corporate Notary Blank - (VA)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of

_____, _____, by _____ of

_____, a _____

_____ corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[AFFIX NOTARIAL SEAL]

ATTACHMENT 6

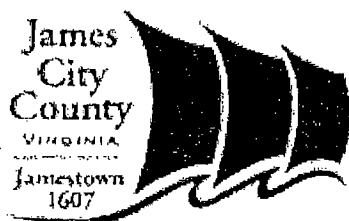
Watts, Stephen H. II

From: Leo Rogers <Leo.Rogers@jamescitycountyva.gov>
Sent: Friday, September 20, 2013 8:15 AM
To: 'Gary, Rick'
Cc: 'Mike Quinan'; Telly Tucker; Charlotte P McAfee (Services - 6)
Subject: RE: DVP Easements for Variation 4

Rick,

It would be disingenuous for me to thank you for your email. Again, you were not responsive to my request for a status update on Dominion's negotiations with WDI. The EDA is a **DONE DEAL** provided that Dominion negotiates in good faith with WDI. I trust you understand why I find your email offensive. If not, please call.

Leo P. Rogers
County Attorney



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187
P: 757-253-6614
C: 757-903-8473
F: 757-253-6833
jamescitycountyva.gov

From: Gary, Rick [<mailto:rgary@hunton.com>]
Sent: Friday, September 20, 2013 8:04 AM
To: Leo Rogers
Cc: Mike Quinan; Telly Tucker; Charlotte P McAfee
Subject: RE: DVP Easements for Variation 4

Leo,

Thank you for your email. Lack of formal consent from the James City County Economic Development Authority (EDA), to be represented by the EDA's execution of the Memorandum of Agreement (MOA) provided to you on July 19, 2013, is a material obstacle to the viability of an overhead 500 kV river crossing coming on shore in James City County as contemplated by the James River Crossing Variation #4 described at hearing and recommended by the Hearing Examiner in his report. We understood from you that the MOA has been approved for execution by the EDA. Given that, when can we expect to receive the signed MOA from the EDA?

Regarding your comments as to DVP's negotiations with Williamsburg Developments, Inc. (WDI), we provided assurance to you in May that we understand that the WDI is not opposed to the location of the route on its

property. Is the EDA's execution of the agreed upon MOA formally contingent on some further action by WDI?

Rick

Bio vCard



Richard Gary
Partner
rgary@hunton.com

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219
Direct: 804.788.8330
Fax: 804.343.4525
www.hunton.com

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FIRMGREEN

Practicing
Environmental Sustainability

From: Leo Rogers [<mailto:Leo.Rogers@jamescitycountyva.gov>]

Sent: Monday, September 16, 2013 4:44 PM

To: Gary, Rick

Cc: 'Mike Quinan'; Telly Tucker

Subject: DVP Easements for Variation 4

Rick,

As you are aware, the EDA approved a resolution authorizing the conveyance of an easement to DVP for variation 4. The EDA recently confirmed this position at its meeting this summer. I understand that BASF is willing to convey an easement for variation 4 as well. Where do you stand with your negotiations with Williamsburg Developments Inc. (WDI)? Is there anything that the EDA or BASF can do to help DVP move forward with WDI?

Leo P. Rogers
County Attorney



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187
P: 757-253-6614
C: 757-903-8473
F: 757-253-6833
jamescitycountyva.gov

ATTACHMENT 7

Dominion Resources Services, Inc.
Law Department
P.O. Box 26532, Richmond, VA 23261



Lisa S. Booth
Assistant General Counsel
Direct: (804) 819-2288; Facsimile: (804) 819-2183
Email: lisa.s.booth@dom.com

BY ELECTRONIC MAIL AND FIRST CLASS U.S. MAIL

December 5, 2013

Leo P. Rogers, Esq.
County Attorney
James City County
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, Virginia 23187

Dear Mr. Rogers:

As you know, the SCC's Order of November 26 approved the proposed Surry-Skiffes Creek-Whealton project and selected Variation 4 (original Variation 3, as revised as proposed by BASF during the hearing) as the route for the 500 kV Surry-Skiffes Creek overhead transmission line. Dominion Virginia Power ("DVP") has opposed Variation 4, in part because DVP does not have the power of eminent domain to acquire an easement over the EDA property crossed by that route. Accordingly, we need an enforceable, executed agreement with the EDA before Variation 4 could be a viable route.

During the hearing, the EDA witness testified that, if the SCC approved the route now known as Variation 4, and subject to agreement on price and location of the easement on the EDA property, the EDA "will provide Dominion with the necessary easement" to use Variation 4. DVP's discussions with the EDA have produced agreement on the central issues of location and price. DVP also understands that the EDA has no objections to the revised Memorandum of Understanding ("MOU") sent to you by Rick Gary on June 11. In fact, your email to Rick of September 20, responding to his email to you of the same date, states that the MOU with the EDA is a "done deal." But that statement is qualified by the language "provided that Dominion negotiates in good faith with WDI." At the October 16, 2013 meeting where representatives of DVP, BASF, WDI and the EDA were in attendance, you confirmed that the revised MOU is acceptable to EDA, subject to DVP negotiating in good faith with WDI for an easement across its property for Variation 4. It should be noted that DVP does not believe it is appropriate for the EDA to have added this condition to the EDA's grant of an easement especially in light of the EDA's witness stating at the SCC hearing that there is no "role" between the EDA and WDI.

I can assure you, however, that DVP has negotiated with WDI in good faith for a corresponding easement MOU, so, to the extent the EDA has added that as a condition to EDA's execution of its MOU, it has been satisfied. As I explained at the October 16 meeting, DVP met with and provided a draft MOU to WDI on May 23, 2013. While Dominion has agreed with WDI on price and location, WDI advised DVP by letter, dated May 24, 2013, that the MOU was acceptable to WDI subject to the addition of several conditions, one of which requires the James River crossing portion of the line to be installed underground. Compliance with that condition

Leo P. Rogers, Esq.
December 5, 2013
Page Two

would violate the SCC's Order rejecting underground construction for that river crossing, so there is no reason to assume WDI will agree to grant an easement for Variation 4 across its property. In addition, following the October 16 meeting, WDI (Victoria Gussman) verbally advised DVP (Wade Briggs) on two occasions, most recently on Monday, December 2, 2013, that WDI will not engage in any further negotiations with DVP concerning the MOU or an easement for Variation 4 until DVP obtains a permit from the Army Corps of Engineers for the project. Based on the foregoing, and if the EDA has conditioned execution of its MOU on DVP obtaining an executed MOU from WDI, there is no reason to assume the EDA will ever grant an easement for Variation 4 to cross its property.

As you know, petitions for rehearing or reconsideration of the Order must be filed by December 16. In order to assess the need for such a filing, we need to have an accurate understanding of the EDA's current position. We also understand that the EDA will next meet on December 12. With those dates in mind, we respectfully request that EDA execute the revised MOU that you have previously assured is acceptable to the EDA, a copy of which is attached for your convenience, and provide a copy of the executed MOU by email to me, with a copy to Rick Gary and Tim Biller, by 3:00 pm on December 13, 2013.

If the EDA declines to execute the MOU and provide DVP with a copy by that date and time, in the alternative, we respectfully request that the EDA provide the reason(s) it will not execute the MOU by email to me, with a copy to Rick Gary and Tim Biller, by 3:00 pm on December 13, 2013.

Very truly yours,



Lisa S. Booth
Assistant General Counsel

Enclosure

cc: Russell Seymour
Victoria Gussman
Michael J. Quinan, Esq.
Richard D. Gary, Esq.
Timothy E. Biller, Esq.

MEMORANDUM of AGREEMENT

6-11-13

TO **Russell Seymour,**
 James City County Economic Development Authority

FROM **Wade F. Briggs, Jr.,**
 Dominion Virginia Power

DATE **June 11, 2013**

RE: **Dominion Easement for Skiffes Creek Overhead Electric Transmission Line**

I - Summary: This Memorandum of Agreement ("**MOA**") sets forth the terms for the purchase and sale of an overhead electric transmission easement on a parcel of land owned by the James City County Economic Development Authority. The obligations set forth in this MOA are contingent upon the Closing Conditions (as defined herein) which includes the approval of the route referenced as "James River Crossing Variation #3" in Case PUE-2012-00029 currently pending before the Virginia State Corporation Commission ("**SCC**").

II Terms

Seller: James City County Economic Development Authority ("**EDA**").

Purchaser: Virginia Electric and Power Company d/b/a Dominion Virginia Power ("**Dominion**").

Escrow Agent: A title company authorized to transact business in the Commonwealth of Virginia that has been mutually agreed upon by the EDA and Dominion prior to Closing.

EDA Property: 69.94810 acres in the aggregate located in the James River Commerce Center in James City County, Virginia, being the same real property acquired by the EDA pursuant to that deed recorded in Deed Book 586 at Page 454 (hereinafter the "**Property**").

Project: An overhead Electric Transmission Line and associated facilities extending from Dominion's Surry Switching Station to Skiffes Creek Switching Station located in James City County, as well as overhead Electric Transmission Line and associated facilities from Skiffes Creek Switching Station to Dominion's

Wheaton Substation (hereinafter referred to as the "**Skiffes Creek Project**").

Transmission

Right-of-Way: A 150 foot right-of-way (the "**Right-of-Way**") located on the Property as more particularly described on that certain plat entitled "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13 attached hereto as **Exhibit A** and incorporated herein by reference (the "**Plat**").

Easements: Easements for the construction, installation, inspection, operation, maintenance, repair, relocation, replacement, alteration and improvement of an overhead electric transmission line within the Right-of-Way together with certain ancillary rights all as more particularly described in that Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** and incorporated herein by reference, said easements hereinafter collectively referred to as the "**Easements**."

Purchase Price: The purchase price for the Easements is ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED AND 0/100 DOLLARS (\$112,800.00) (the "**Purchase Price**").

Access: From the date this MOA is signed by both the EDA and Dominion (the "**Effective Date**") and continuing until Closing, Dominion shall have the right to access the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Dominion deems necessary or desirable, in its sole discretion, including but not limited to a physical inspection and environmental site assessment.

Representations

& Warranties: The EDA represents and warrants to Dominion that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

1. The EDA is the owner of and lawfully seized of the Property as of the date of this MOA and will continue to own and be so seized up to and including the date of Closing.
2. After the Effective Date hereof, the EDA may grant easements to third parties and/or rights-of-way on, over, through or under the Property or further encumber the Property outside of the Right-of-Way provided that any such encumbrances will not cut off Dominion's access to the Right-of-Way.

3. The individual signing this MOA as a representative of the EDA has the requisite authority to enter into this MOA on behalf of the EDA and, subject to the Closing Conditions, no further action is required for the EDA to consummate this transaction and proceed to Closing.

4. There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, trespassers or otherwise.

All of the representations, warranties, and covenants of the EDA contained in this MOA or in any document delivered to Dominion pursuant to the terms of this MOA shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time. The EDA shall inform Dominion immediately if any of the foregoing representations and warranties is or becomes untrue or misleading.

Brokers:

It is understood by the two parties that neither side is represented by any agents or brokers.

Contingency
to Closing:

Each of the parties obligations to consummate this transaction (the "**Closing**") shall be subject to the issuance of an order by the SCC for the Skiffes Creek Project in Case No. PUE-2012-00029 approving a route to include the route segment depicted in the Plat (the "**SCC Approval**"). In the event the SCC does not approve such route in Case PUE-2012-00029 this MOA shall terminate and neither party shall have any further obligations hereunder.

In addition to the SCC Approval, Dominion's obligations to proceed to Closing shall be subject to the receipt and approval of any additional approvals or government permits required in order for Dominion to construct the Skiffes Creek Project on the Property (the "**Additional Approvals**"). EDA and Dominion agree that Dominion shall be responsible for the Additional Approvals provided that any waivers, consents or approvals, including waivers, consents or approvals from third parties, required in connection with any proffers, covenants, restrictions or existing encumbrances on the Property (the "**Commerce Center Approvals**") shall be obtained by the EDA in a timely manner at the EDA's sole cost and expense in order to allow Dominion to construct the Skiffes Creek Project in accordance with the timeline established by the SCC Approval. The SCC Approval, the Additional Approvals and the Property Specific Approvals shall hereinafter be collectively referred to as the "**Approvals**." Dominion shall have the right, in its sole and absolute discretion, to waive any of the

Additional Approvals or Commerce Center Approvals and proceed to Closing.

Closing: Dominion shall select a date for Closing (the "**Closing Date**") and provide written notice of the Closing Date to the EDA. The Closing Date shall in no event be earlier than thirty (30) days following the SCC Approval. Closing shall be made at or through the offices of the Escrow Agent.

Closing Deliveries: At Closing the EDA shall (i) deliver to the Escrow Agent a fully executed original of the Electric Transmission Right-of-Way Agreement attached hereto as **Exhibit B** which shall have been signed by a duly authorized representative of the EDA conveying unto Dominion good and clear title to the Easements; and (ii) deliver to Dominion written evidence of the Commerce Center Approvals. At Closing Dominion shall deposit with the Escrow Agent the Purchase Price by wire transfer. Upon receipt of all Closing deliveries required by the MOA, the Escrow Agent will be authorized to record the Electric Transmission Right-of-Way Agreement in the land records of James City County and disperse the Purchase Price funds to the EDA.

Default: Default for the purpose of this MOA shall mean any failure by the EDA or Dominion to fulfill any of the terms, conditions and covenants contained herein. A party in default shall have five (5) days to cure a default which cure period shall begin on the date the defaulting party receives written notice of the default.

Remedies: Upon a default by the EDA (not cured within applicable cure periods), Dominion's remedies shall be to: (a) require specific performance of EDA, (b) cancel this MOA, or (c) waive such default and proceed to Closing. Upon Dominion's default (not cured within applicable cure periods), as EDA's sole and exclusive remedy, this MOA shall be terminated and both parties released from all obligations hereunder.

Other: This MOA constitute a binding agreement between the EDA and Dominion and shall be construed in accordance with the laws of the Commonwealth of Virginia. This MOA contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Easements. The EDA and Dominion shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this MOA shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this MOA shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. This MOA may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same MOA.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized representatives:

DOMINION:

Virginia Electric and Power Company
d/b/a Dominion Virginia Power

By: _____

Name: _____

Date: _____

EDA:

James City County
Economic Development Authority

By: _____

Name: _____

Date: _____

Exhibit A

**[Attach "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA" dated 05-01-13"]**

N/F
WILLIAMSBURG DEVELOPMENTS, INC.
DB. 132, PG. 151
DB. 583, PG. 672
PARCEL ID: 5920100061

LINE TABLE			
L1	N 33°10'01" E	L5	S 5°20'59" W
	126.51'		49.08'
L2	N 33°10'01" E	L6	S 5°20'59" W
	32.67'		83.32'
L3	N 28°52'49" W		
	56.24' (TIE LINE)		
L4	S 4°52'57" W		
	34.11'		

EX. 15' PERMANENT
UTILITY EASEMENT
PB. 67, PG. 58-60

INDUSTRIAL DEVELOPMENT
AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA
DB. 586, PG. 454
PARCEL ID: 5920100045

PROPERTY
LINE ALONG
C/L OF RAVINE
(APPROX. LOCATION)

N = 3602018.91
E = 12032454.24

57.4'± ALONG
C/L OF RAVINE

ROD
FD.

N 69°31'27" E

75'

75'

APPROX. LOCATION
EX. 40' VEPCO
PIPELINE EASEMENT
DB. 76, PG. 77

APPROXIMATE LOCATION OF
EX. 50' COLONIAL PIPELINE
RIGHT-OF-WAY
DB. 91, PG. 626

PROPOSED 150'
VEPCO R/W

EX. 130' VEPCO
RIGHT-OF-WAY
PB. 51, PG. 62

N/F
BASF
CORPORATION
PB. 16, PG. 24
PARCEL ID: 5940100003

N 69°31'27" E
SURVEY LINE

N = 3602300.15
E = 12033207.40

STONE
FD.

BASF DRIVE
(PRIVATE ROAD)

LEGEND

P/L = PROPERTY LINE
R/W = RIGHT-OF-WAY
C/L = CENTERLINE

VIRGINIA ELECTRIC AND POWER CO.
SURRY - SKIFFES CREEK

PLAT TO ACCOMPANY AGREEMENT
WITH

INDUSTRIAL DEVELOPMENT
AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA

MAGISTERIAL DISTRICT COUNTY STATE
ROBERTS JAMES CITY VA.

SCALE: 1 INCH = 100 FT.

SURVEYED BY
B & N

DRAWN BY
JSL

DATE
05-01-13

NO. 5

BURGESS & NIPLE J.N. 50370

AREA = 2.82 ACRES

REVISIONS

4		3		2					
---	--	---	--	---	--	--	--	--	--

SHEET NO.

DRAWER NO.

Exhibit B

[Attach Electric Transmission Right-of-Way Agreement]



Dominion™

VIRGINIA POWER

Transmission Right of Way Agreement (VA) - (Page 1)

THIS TRANSMISSION AND DISTRIBUTION EASEMENT AGREEMENT (the "Agreement") made as of this ____ day of _____, 2013, between

_____, hereinafter called "GRANTOR"
("GRANTOR" wherever used herein being intended to include the grantor, whether one or more or masculine or feminine, and the respective heirs, executors, administrators, personal representatives, successors, successors in interest and assigns of each grantor), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, hereinafter called "COMPANY" ("COMPANY" wherever used herein being intended to include Virginia Electric and Power Company and its successors, assigns, apportionees, permittees, licensees and invitees).

WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, with General Warranty and English covenants of title, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), _____ (____) feet in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in the _____ of _____, Virginia, as more particularly shown on Plat No(s). _____, made by _____, dated _____ and entitled "_____".

_____ a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities as COMPANY may from time to time deem advisable, in its sole and absolute discretion.



Dominion

Transmission Right of Way Agreement (VA) - (Page 2)

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind, including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment (hereinafter referred to as "Encroachments") may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect. If COMPANY decides to permit an Encroachment within the Easement Area in accordance with the terms above it shall not charge the GRANTOR any fees in connection with the request for the Encroachment provided that GRANTOR may be required, at its sole cost and expense, to prepare surveys, plats or other drawings to identify the extent of the proposed Encroachment within the Easement Area.

With the exception of Encroachments permitted by the COMPANY in accordance with the terms of this Agreement, COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, 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 the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area) and not removed by COMPANY may be placed in piles within the Easement Area, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.



Dominion™

Transmission Right of Way Agreement (VA) - (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein; that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof; and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

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.

WITNESS the following signature(s) and seal(s).

_____(SEAL)

_____(SEAL)



Dominion

Transmission Right of Way Agreement (VA) - (Page 4)

Corporate Notary Blank - (VA)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing Instrument was acknowledged before me in the aforesaid jurisdiction this _____ day of _____, _____, by _____ of _____, a _____ corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[AFFIX NOTARIAL SEAL]



County Attorney's Office
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784
P: 757-253-6612

jamescitycountyva.gov

December 10, 2013

VIA ELECTRONIC MAIL AND FIRST CLASS U.S. MAIL

Lisa S. Booth
Assistant General Counsel
Dominion Resources Services, Inc.
Law Department
P. O. Box 26532
Richmond, VA 23261

Dear Ms. Booth: *Lisa*

Thank you for your letter reminding me about the SCC's Order dated November 26th which approved the Surry-Skiffes Creek-Whealton project and selected Variation 4 as the route for the 500kV Surry-Skiffes Creek overhead transmission line. As I am certain you are aware, the Economic Development Authority (EDA) has twice approved the conveyance of an easement for Variation 4. In its Resolution approved on May 9, 2013, the EDA resolved that "the Chairman shall first be satisfied that Dominion has worked with the nearby property owners, who are affected by the realignment of the transmission line and such property owners confirm that the proposed location of the transmission line on their property is acceptable." See attached copy of EDA Resolution adopted May 9, 2013. I am sure that you are also aware that the EDA confirmed its May 9, 2013 Resolution in a vote at its public meeting held on July 11, 2013.

Please be advised that the EDA has received a copy of your letter. The EDA will be meeting this Thursday morning at 8:00 am in the main conference room at 101-D Mounts Bay Road, James City County, Virginia. At the meeting, I will be discussing Dominion's desire for a more binding agreement, beyond the EDA's previous approvals, to grant an easement for Variation 4.

If I may be of further assistance please do not hesitate to contact me.

Sincerely,

Leo
Leo P. Rogers
County Attorney

Attachment

cc: Russell Seymour
Victoria Gussman
Michael J. Quinan, Esq.
Richard D. Gary, Esq.
Timothy E. Biller, Esq.
Gail Waddell, Esq.

RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN RIGHT OF WAY TO

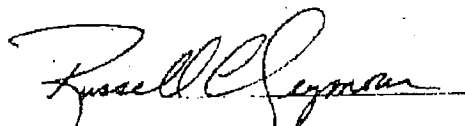
DOMINION VIRGINIA POWER

- WHEREAS, the Economic Development Authority of James City County, Virginia (EDA) owns 69.9 acres of land in the James River Commerce Center, identified as Parcel 5920100045 on the James City County Real Estate Tax Map and commonly known as 8925 Columbia Drive, in James City County, Virginia (EDA Property); and
- WHEREAS, Dominion Virginia Power ("Dominion") is seeking to acquire 2.82 acres of right-of-way for an electrical transmission line across the EDA Property in the location shown on the plat entitled, "PLAT TO ACCOMPANY AGREEMENT WITH INDUSTRIAL DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, dated 05-01-13, and drawn by JSL ("Transmission ROW"); and
- WHEREAS, the EDA is currently marketing the property for sale at a price of \$40,000 per acre; and
- WHEREAS, the EDA is willing to sell the Transmission ROW to Dominion at the market price with no charge for the impacts on the remainder of the EDA Property; and
- WHEREAS, the EDA and Dominion agree that any deed and agreement for the conveyance of the Transmission ROW will contain explicit provisions authorizing the EDA to use such property for normal activities related to development of the remainder of the EDA property including, but not limited to parking, ingress and egress, buffers and open space, landscaping, storage, etc.; and
- WHEREAS, the EDA is willing to assist Dominion in working with the adjacent property owners, Williamsburg Developments Inc. ("WDI") and Colonial Penniman, LLC to obtain from WDI such agreements, contracts, deeds and other documents needed by Dominion to acquire right-of-way for the electrical transmission line.
- NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of James City County, Virginia, hereby authorizes and directs its Chairman, Paul W. Gerhardt, to enter into such agreement, contract, deed and other necessary documents to transfer such right-of-way to Dominion Virginia Power for an electrical transmission line across the EDA Property as generally shown on the above-referenced plat for \$40,000 per acre reserving such rights as may be necessary and appropriate to use such right-of-way for future development in a manner which does not conflict with Dominion Virginia Power's use of such right-of-way for an electrical transmission line.
- BE IT FURTHER RESOLVED that prior to the Chairman executing the above-referenced documents to transfer the ROW to Dominion, the Chairman shall first be satisfied that Dominion has worked with the nearby property owners, who are affected by the realignment of the transmission line and such property owners confirm that the proposed location of the transmission line on their property is acceptable.

The undersigned hereby certifies that the above Resolution was duly adopted by the directors of the Economic Development Authority of James City County, Virginia at a meeting duly called and held on May 9, 2013, and that such resolution is in full force and effect on the date hereof.

Paul W. Gerhardt
Chair, Economic Development Authority
of James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	AYE	NAY	ABSTAIN
GERHARDT	_____	_____	<u>X</u>
WARNER	<u>X</u>	_____	_____
CARSON	_____	_____	<u>X</u>
DUBOIS	_____	_____	<u>X</u>
HARRIS	<u>X</u>	_____	_____
MONTGOMERY	<u>X</u>	_____	_____
TINGLE	<u>X</u>	_____	_____

Adopted by the Economic Development Authority of James City County, Virginia, this 9th day of May, 2013.

ATTACHMENT 8

Williamsburg Developments Inc.

December 11, 2013

Leo P. Rogers, Esquire
County Attorney
101-D Mounts Bay Road
P. O. Box 8784
Williamsburg VA 23187-8784

VIA EMAIL

Re: Dominion Virginia Power Easement Request

Dear Leo:

Dominion Virginia Power (DVP) has requested an easement on Williamsburg Developments, Inc. (WDI) property in James River Commerce Center to construct an overhead transmission main as part of its proposed project to construct a major electrical transmission line across the James River from Hog Island to a switching station in James City County. WDI is a wholly owned subsidiary of The Colonial Williamsburg Foundation.

Earlier this year WDI representatives met with a representative from DVP to review the proposed alignment of the transmission line and the proposed easement on WDI property. In May, my colleague, Victoria Gussman, sent a letter to DVP expressing our willingness to work with DVP on an easement across WDI property under certain conditions, one of them being that the river crossing be underwater. The reason for this condition is that the tall towers and accompanying lights and wires crossing the James would have a significant negative impact on nationally important historic resources, and could reduce the attractiveness of our area for cultural tourism, which would adversely affect the economic mainstay of our local economy.

More recently, DVP applied for a federal permit from the U. S. Army Corps of Engineers, which must be issued before the project can proceed. As part of this federal process, Colonial Williamsburg submitted comment to the Army Corps of Engineers and has requested consulting party status under the authority of the National Historic Preservation Act of 1966. A copy of that letter to the Army Corps of Engineers is included for your information. The Corps has indicated that it is in the early stages of its review process and has provided no estimated timeframe for a final permit decision, in which the Corps could issue, modify, condition or deny a permit. As this process continues, our position on an easement on WDI property remains as expressed in our May response to DVP. We have confirmed our position with DVP.

A wholly owned subsidiary of the Colonial Williamsburg Foundation
POST OFFICE BOX 1776 • WILLIAMSBURG, VIRGINIA 23187-1776
Telephone: 804-220-7242 • Fax: 804-220-7398

Mr. Leo P. Rogers
December 11, 2013
Page 2

We greatly appreciate the Economic Development Authority's resolution of May 9, 2013, which conditions the EDA's approval of an easement on its property upon the proposed easement being acceptable to other affected property owners, which includes WDI property.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert B. Taylor". The signature is fluid and cursive, with a large, stylized "T" at the end.

Robert B. Taylor
President
Williamsburg Developments, Inc.

Electronic copy to:

Mrs. Robin D. Carson
Mrs. Leanne DuBois
Mr. Tim Harris
Mr. Stephen H. Montgomery
Mr. Thomas G. Tingle
Mr. Marshall N. Warner
Mr. Russell Seymour

ATTACHMENT 9



Surry - Skiffes Creek 500 kV Line

- BASF Alternate Route
- Surry Alternative
- James River Crossing Variation 4
- Property Tract



0 50 100 200
Feet

1:2,500