



# Construction and Use Agreement

Revised 2015/07/01

You have requested that Dominion Energy North Carolina (the Company) issue a permit or license for the construction and use (including maintenance) or modification of recreational facilities or structures, and/or for planting and/or removal of vegetation on Company-owned property along the shoreline of Lake Gaston or Roanoke Rapids Lake (collectively, the “Lakes”). The activities requested and covered by this agreement are (check those that apply):

\_\_\_\_\_ Construction of Piers, Docks, Boatslips and Boathouses

\_\_\_\_\_ Construction of Bulkheads and Riprap

Permit ID # \_\_\_\_\_

\_\_\_\_\_ Dredging and Stump Removal

\_\_\_\_\_ Vegetation Trimming/Removal and Landscaping

\_\_\_\_\_ Transfer of Existing Structures (**requires proof of ownership**)

Property is at lot number \_\_\_\_\_, subdivision \_\_\_\_\_, in County of \_\_\_\_\_, State of \_\_\_\_\_.

The Company hereby approves your request, provided such construction and use are in accordance with the following terms and conditions:

1. You shall construct, use and maintain the above-checked activities in accordance with the Company’s most recent version of the Construction and Use Procedures, provided to you by the Company or located at <https://www.dominionenergy.com/community/lakes-and-recreation/roanoke-rapids-lake-gaston-construction-and-use-procedures> as part of the permitting or licensing process (the Company’s most recent version of the Construction and Use Procedures and all amendments, revisions and modifications now or hereafter and from time to time made thereto are hereinafter referred to as the “Procedures.”) The Procedures are hereby incorporated into and by this reference are made a part of this agreement. The Company reserves the right to modify and amend the Procedures at any time and from time to time without your consent, and you shall be obligated to comply with all such modifications and amendments after the Company has notified you of them, even if your license or permit relates to any rights you may have to Grandfathered Landscaping, Grandfathered Structures or Nonconforming Structures (as those terms are defined in the Procedures). The Procedures are administered in the sole discretion and authority of Company.
2. Any permitted or licensed construction and uses shall be done in accordance with the plans, specifications and drawings you submit as part of this permitting and licensing process but only if approved by Company in writing. You shall also perform all permitted and licensed construction and uses in a good and workmanlike manner, in accordance with all laws, ordinances, statutes, codes and regulations and with all provisions of the Procedures then in effect.
3. Any and all uses of and work performed on the Company’s Property (as defined in the Procedures) shall be at your sole cost and expense.
4. This agreement shall not constitute the conveyance or transfer to you of an interest in the Company’s Property, and the construction and uses herein approved by Company shall not in any way hinder or

interfere with (a) Company's operation of Roanoke Rapids Lake and Lake Gaston and associated hydropower facilities, including, but not limited to, Company's rights to flood the Company's Property and to maintain the Lakes in a manner consistent with all rights and privileges conferred upon Company, or (b) any rights of any other person or entity relating to the Lakes or the use thereof, including, but not limited to, Recreation and Agricultural Rights. To the extent that any alteration of the Company's Property, including any landscaping or the construction of structures thereon or any alteration to any Grandfathered Landscaping, Grandfathered Structures, or Nonconforming Structures thereon, has not been approved by Company or is determined by Company to be inconsistent with the safe and efficient operation of Roanoke Rapids Lake and/or Lake Gaston and associated hydropower facilities, you shall, immediately on demand, restore such property to a condition satisfactory to Company, in its sole discretion, and remove such landscaping, structures or other alterations when requested to do so, in a manner satisfactory to Company, in its sole discretion, and at your own cost and expense; provided, however, that if you fail to so immediately restore such property and remove such landscaping, structures or other alterations, then Company shall have the right (but not the obligation) to do so, in which event, you shall be liable for all costs and expenses incurred by or on behalf of Company, which will be due and payable immediately on demand, together with interest at the rate of fifteen percent (15%) per annum from the date incurred by or on behalf of Company to the date Company is paid in full.

5. Any permit or license will be issued based on information presented to and/or actually known by the person who is executing this agreement for or on behalf of Dominion. If any such information is found to be inaccurate, incomplete, false or otherwise erroneous, or if any permit or license has been issued in error, Dominion has the right to rescind such permit or license without any liability whatsoever.
6. All structures constructed by you on Company's Property pursuant to this agreement shall constitute structures which are solely for use by the owners of the above-referenced lot and their family members and guests. You shall be solely responsible for the maintenance, proper repair and upkeep and payment of personal property and/or real estate taxes for such structures.
7. The structures constructed pursuant to this agreement and the uses permitted pursuant to this agreement may not be leased, licensed, transferred, assigned or conveyed by you in any manner. In the event your real property or any part thereof or any interest therein is sold, transferred, licensed or otherwise conveyed or leased, the uses permitted in this agreement, including, but not limited to, your right to use such constructed structures, shall automatically terminate without any notice whatsoever, effective as of the date of such sale, transfer, license, conveyance or lease, and prior to any such sale, transfer, assignment, conveyance or lease, you shall inform the assignee(s), grantee(s), transferee(s) or lessee(s) in writing (with a copy thereof being simultaneously delivered to Company) of the existence of this agreement and that it/he/she/they will be required to apply for a transfer of the existing permit or license from the Company if it/he/she/they desire to exercise any or all of such permitted uses, including, but not limited to, the right to use such structures. Company is not obligated to issue any new permit or license or transfer an existing permit or license, but Company will not unreasonably withhold the issuance of a new permit or license or transfer of an existing permit or license to any such grantee, assignee, transferee or lessee if there has been no default or breach by you under this agreement and if the transferee(s), grantee(s), assignee(s) or lessee(s) executes a new Construction and Use Agreement.
8. You hereby agree to indemnify, defend and save harmless Company and its officers, agents, employees, invitees, licensees, contractors, successors and assigns from any and all claims, liabilities, judgments, penalties, demands, actions, causes of action, injuries or death to persons, damage to property, costs and expenses (including, but not limited to, all costs and expenses of attorneys, experts and consultants in all tribunals and whether or not any legal proceedings are commenced by or against Company or other indemnitees) arising in any manner whatsoever out of, resulting from or in connection with (a) any use, act, negligence, failure to act, omission, misconduct or criminal conduct by you or your family, guests, invitees, licensees, tenants, agents, employees, contractors, or assigns on the Company's Property, or (b) any breach or default by you or your family, guests, invitees, tenants, licensees, agents, employees, contractors or assigns of any provision of this agreement or the Procedures. The provisions of this paragraph shall survive any termination of this agreement.

9. If any provision of this agreement, or the application of any provision of this agreement to any person or circumstance, is held unenforceable for any reason, the application of such provision to any other person or circumstance, and the remainder of this agreement, shall not be affected thereby.
10. This agreement shall not be binding on Company and you shall have no rights whatsoever under this agreement unless and until a duly authorized representative of Company executes this agreement in the appropriate signature line provided below. Once executed by Company and you, with all information completed and with no changes other than changes which have been accepted by Company and you, this agreement shall inure to the benefit of Company and its successors and assigns and you and shall be binding on Company and you and your successors, successors-in-interest, assigns, personal and legal representatives, heirs, executors, administrators and trustees.
11. This agreement and any permit or license granted hereunder confer only a personal license to you for the purposes and uses described in this agreement, and no other rights or interests in the Company's Property or otherwise are being conveyed to you hereby. The license or permit granted to you pursuant to this agreement and your rights to any Grandfathered Landscaping, Grandfathered Structures or Nonconforming Structures (as those terms are defined in the Procedures) may be revoked by Company, in whole or in part, at any time and without any liability, penalty or notice, for cause, which may be determined by Company, in its sole discretion; provided, however, that in any event, your failure to comply completely and strictly with the terms and provisions of this agreement and/or the Procedures shall be deemed to constitute sufficient cause for revocation.
12. Upon any default or breach of this agreement or the Procedures by you or your family, guests, invitees, tenants, licensees, agents, employees, contractors or assigns, then, in addition to the right to revoke any permit or license issued pursuant to this agreement, Company shall be entitled to recover all direct, indirect and consequential damages in any manner arising out of or in connection with such default or breach and the enforcement by Company of any of its rights and remedies, and you shall also be liable for all costs and expenses of attorneys, experts and consultants incurred by Company in all tribunals in connection with the foregoing and whether or not legal proceedings are commenced by or against Company or you. In addition, you agree that Company shall be entitled to bring a suit for specific performance or an action to enjoin any act or failure by you or anyone acting under you or on your behalf.
13. Notwithstanding any provision to the contrary in this agreement, the Procedures and any license or permit granted to you in accordance with this agreement or any license or permit and any rights to Grandfathered Landscaping, Grandfathered Structures or Nonconforming Structures are expressly made subject to, and your use of any such license, permit, Grandfathered Landscaping, Grandfathered Structure or Nonconforming Structure shall be expressly subject to your acknowledgement and agreement, for and on behalf of yourself, your heirs, administrators, executors, personal representatives, successors in title, successors and assigns, (a) that you will not sue and that you unconditionally release and discharge Company (and its agents, employees, officers, directors, shareholders, affiliates, successors in interest, successors in title, successors and assigns) of and from all demands, actions, causes of action, rights of action, suits, controversies, damages, costs and expenses whatsoever in any manner whatsoever related to or arising out of or in connection with the Procedures, any license or this agreement or permit or the enforcement of any of the foregoing; and (b) that all structures (including, but not limited to, piers, docks, decks, boatslips, boathouses, walkways, marinas, bulkheads, riprap, pilings, beams, lighting facilities and other improvements), landscaping and vegetation (including, but not limited to), trees and shrubs) installed, constructed, or otherwise located or placed on the Company's Property shall be constructed, installed, located, placed, used or operated on the Company's Property at your sole risk; that Company shall be released, to the full extent permitted by law, from, and shall have no liability or responsibility whatsoever for, any and all claims, damages, liabilities, costs and expenses of any kind, including, but not limited to, loss of use or loss of life, personal or bodily injury, damage to equipment, fixtures, improvements, structures and other property, or damage to business or for business interruption arising, directly or indirectly, out of or from or on account of such construction, installation, placement, occupancy, use, location or operation; and Company shall not be responsible or liable at any time for any of the foregoing.

