



Construction and Use Agreement

You have requested that Virginia Electric and Power Company (the “Company”, operating in Virginia as Virginia Power and in North Carolina as North Carolina Power) issue a permit for the construction and use (including maintenance) or modification of recreational facilities or structures, and/or for removal of vegetation on Company-owned property along the shoreline of Lake Gaston or Roanoke Rapids Lake. 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
- Dredging and Stump Removal **ID #** _____
- Vegetation Trimming/Removal and Landscaping
- Transfer of Existing Structures

Property is at lot number ____, subdivision _____, in County _____, State ____.

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

1. The above-checked activities shall be conducted and facilities shall be constructed, used and maintained in accordance with the Construction and Permitting Procedures provided to you as part of the permitting process. The Construction and Permitting Procedures dated 03/07/07 are incorporated and made a part of this agreement.
2. Any permitted construction shall be done in accordance with the plans and drawings submitted as part of this permitting process.
3. Any and all work performed on Company property under this agreement shall be at your sole cost and expense.
4. This agreement shall not constitute an interest in Company property and the activity herein agreed to shall not in any way interfere with the Company’s lawful operation of Roanoke Rapids Lake and Lake Gaston and associated hydropower facilities, including flooding Company land and maintaining the Lakes in a manner consistent with all rights and privileges conferred upon the Company. To the extent that any alteration of Company property, including the construction of structures thereon, is determined by the Company to be inconsistent with the safe and efficient operation of Roanoke Rapids Lake and Lake Gaston and associated hydropower facilities, you shall restore such property to its original condition, and remove such structures when requested to do so, and at your own cost and expense.

5. All structures constructed by you on Company property shall constitute structures appurtenant to your real property. You shall be exclusively responsible for their maintenance, proper repair and upkeep and payment of personal property and/or real estate taxes for such structures.

6. The structures constructed pursuant to this agreement, shall not be sold separate from the real property to which they are appurtenant. In the event your real property is sold, you shall inform the purchaser in writing of all conditions and responsibilities of this agreement and that he/she is required to apply for a new Construction and Use Agreement.

7. You hereby agree to indemnify and save harmless the Company, its officers, agents, and employees from any and all claims, demands, actions, causes of action, injury or death to persons or damages to property arising out of or resulting directly from any action taken by you, your agents, employees or contractors (including presence on Company property) pursuant to this agreement.

8. 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 the agreement, shall not be affected thereby.

 Company Representative Signature

 Date Approved

We, the undersigned, hereby agree to and accept the terms and conditions set forth in this agreement.

 Applicant Signature

 Date

 Applicant Name (print)

 Mailing Address
