

**This instrument was prepared by  
and upon recording return to:**

Phoenix Consulting Services, Inc.  
146 MLK, Jr. Boulevard  
PMB 303  
Monroe, GA 30655  
ATTN: Taffy L. Scruggs

**This document was prepared by  
VIRGINIA NATURAL GAS, INC.**

**DEED OF GAS EASEMENT**

**THIS DEED OF GAS EASEMENT** is made this 12<sup>th</sup> day of September, 2018, by and between:

**GRANTOR:**

**CITY OF HAMPTON, VIRGINIA**  
a municipal corporation of the Commonwealth of  
Virginia, with a mailing address at  
22 Lincoln Street  
Hampton, VA 23669  
(hereinafter referred to as **Owner**)

and

**GRANTEE:**

**VIRGINIA NATURAL GAS, INC.**  
a Virginia public service corporation with offices  
at 544 S Independence Blvd.  
Virginia Beach, VA 23452  
(hereinafter referred to as **"Company"**)

**WITNESSES THAT:**

For mutual benefit and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Owner grants and conveys unto Company, its successors and assigns, the perpetual right, privilege and gas easement with a five foot (5') width and 1,897 square feet, to lay, construct, operate and maintain one line of underground pipe or conduit, together with all valves, regulators, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith ("Facilities"), for the purpose of transporting or distributing natural gas or any other gases or substances which can be transported through a pipe or conduit ("Easement") to replace the existing natural gas pipeline on the E. Mellen Street Bridge. Notwithstanding the foregoing, Company's Facilities shall be installed below ground, except for test stations, markers or other items required by any applicable law, rule or regulation. In no event shall Company construct any above ground buildings. The perpetual rights, privileges and easement extend over, under, upon and across certain land of Owner situated in the City of Hampton, Virginia, and shown on Exhibit "A", attached hereto and incorporated herein. With Owner's prior approval, Company may assign or transfer all or any part of the perpetual rights, privileges and easement granted herein.

**GPINs:** 12001133 & 12001132

Company agrees to remove the abandoned gas line from the bridge.

Company will restore, as nearly as practicable, the surface of the land within the Easement to the condition existing immediately prior to construction. The Facilities installed hereunder will remain the property of Company. Company will have the right to inspect, rebuild, remove, repair, improve and relocate the Facilities and make such changes, alterations, substitutions, additions to or extensions of its Facilities as Company may from time to time deem advisable, all of which will hereinafter be referred to as "Facility Modifications," provided that Company shall provide forty-eight (48) hours' advanced notice to Owner prior to conducting any non-emergency excavation of the Easement any time after initial construction is completed. The Facilities will be constructed, operated, maintained, and all subsequent Facility Modifications will be performed in accordance with applicable safety codes in effect at the time of such activity.

Company shall have the right to keep the Easement clear of all buildings, structures and vegetation, except that fences, patios, paving, walkways and movable lawn buildings will not be considered buildings or structures. For the purpose of construction, operation, maintenance and Facility Modifications, Company will have the right of ingress to and egress from the Easement over the lands of Owner adjacent to the Easement in such manner as will occasion the least practicable damage and inconvenience to Owner. Company will be liable for all damages resulting from its exercise of the right of ingress and egress. Notwithstanding the foregoing, in the event that Company desires to remove trees that do not interfere with the construction, maintenance or inspection of its Facilities it shall provide at least 30 days' notice to the Owner prior to removal. In the event Owner objects to any non-interfering tree removal the parties shall meet and mutually agree on a tree removal plan. Under no circumstances shall Company remove trees greater than 6" in diameter or clear areas comprising 500 square feet or greater without Owner's prior approval.

Company will repair damage to fences and other Owner improvements and will pay Owner for any damage, either inside or outside the Easement, when such damage results from construction, operation, maintenance, Facility Modification or other activities of Company, and its contractors and agents.

No buildings or structures will be constructed on the Easement by Owner. Owner may use the Easement for any other purpose not inconsistent with the rights hereby granted including, but not limited to, the right to construct, install, operate and maintain fences, patios, paving, walkways, paths, telephone, electric or other utility lines ("Encumbrances") across the easement, provided that any such use does not interfere with or endanger the construction, operation or maintenance of Company's Facilities. Except for the purpose of construction in accordance with the previous sentence, Owner will not excavate or place fill material on the easement. Owner will not place septic tanks or lay drain fields on the easement. In the event of an emergency, Company may cross or cut through such Encumbrances constructed and installed after the construction of Company's Facilities, and to interrupt the use thereof, for the purpose of construction, operation, maintenance

and Facility Modifications, provided that any damage done by Company in the exercise of such rights will be repaired promptly at Company's own cost and expense.

The consideration herein above mentioned is exchanged as full and total payment for the easement, for all vegetation and other obstructions removed from within the Easement, and for all other rights and privileges herein above set forth and for any damages to the residue of Owner's land. All rights and privileges reserved to Owner herein will extend to Owner's heirs, administrators, successors and assigns, as the case may be.

Owner covenants that the signer of this Deed of Easement is seized of and has the right to convey the Easement, rights and privileges; that Company will have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges; and that Owner will execute such further assurances as may be required.

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has caused this Deed of Gas Easement to be executed on the date first above written, intending to be legally bound hereby.

**GRANTOR:**

CITY OF HAMPTON, VIRGINIA

By: \_\_\_\_\_  
City Manager or Authorized Designee

COMMONWEALTH OF VIRGINIA  
City of Hampton, to wit:

I hereby certify on this \_\_\_\_\_ day of September, 2018, that the foregoing Deed of Gas Easement was acknowledged before me by \_\_\_\_\_, City Manager or Authorized Designee on behalf of the City of Hampton. She/He is known to me personally.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No.: \_\_\_\_\_

**ATTEST:**

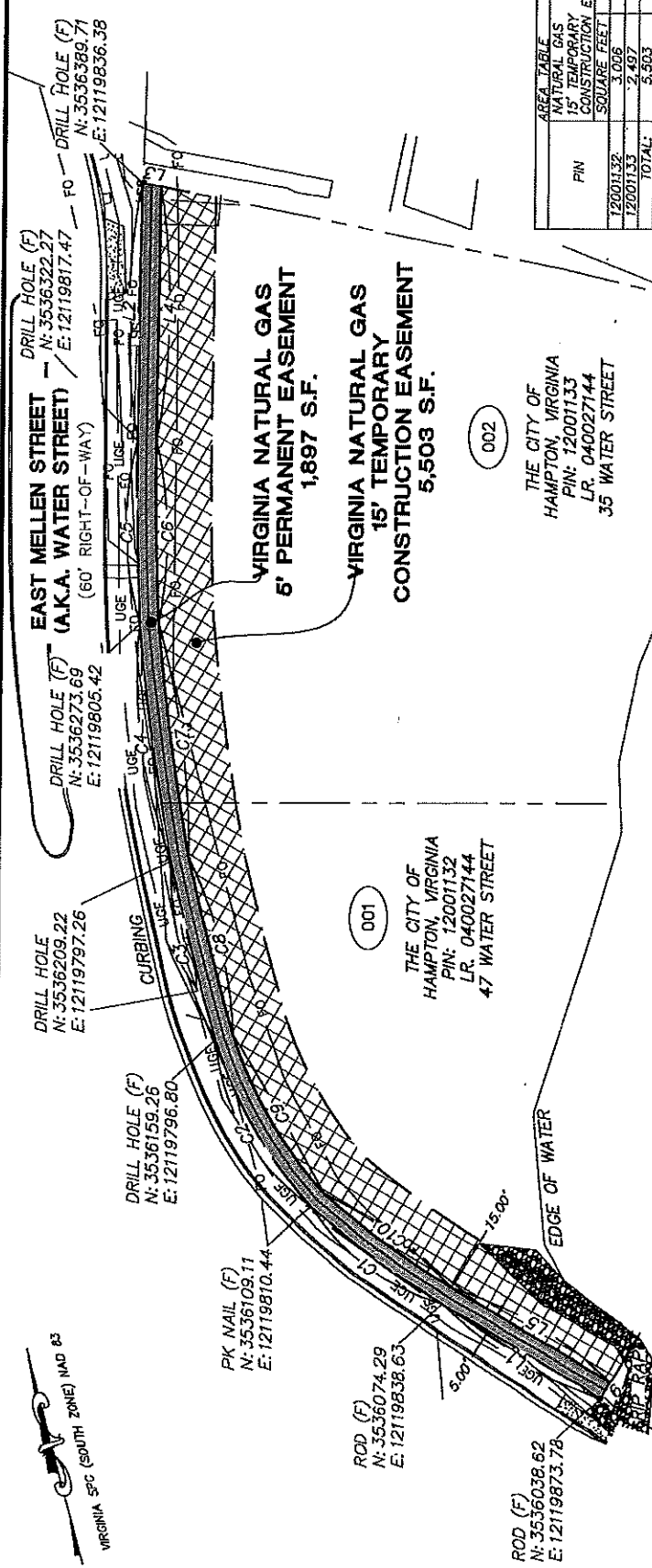
\_\_\_\_\_  
Clerk of Council

COMMONWEALTH OF VIRGINIA  
City of Hampton, to wit:

I hereby certify on this \_\_\_\_\_ day of September, 2018, that the foregoing Deed of Gas Easement was acknowledged before me by Katherine K. Glass, Clerk of Council, on behalf of the City of Hampton. She is known to me personally.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No.: \_\_\_\_\_



AREA TABLE	
PIN	NATURAL GAS CONSTRUCTION EASEMENT SQUARE FEET
12001132	3.006
12001133	2.497
TOTAL:	5.503

AREA TABLE	
PIN	NATURAL GAS PERMANENT EASEMENT SQUARE FEET
12001132	1.054
12001133	0.079
TOTAL:	1.133

**EXHIBIT "A"**

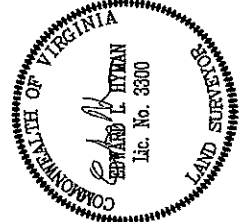
**Virginia Natural Gas**

PLAT TO ACCOMPANY EASEMENT AGREEMENT WITH THE CITY OF HAMPTON, VIRGINIA

CITY: HAMPTON STATE: VIRGINIA

PREPARED BY: COASTAL CONSULTANTS, P.C. DRAWN BY: JMD

SCALE: 1"=30' DATE: PRELIMINARY SHEET 1 OF 1



**SURVEY NOTES:**

- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INSURANCE POLICY, MAY NOT SHOW ENCUMBRANCES OR PROPERTY REFERENCES THAT AFFECT THIS PROPERTY.
- MERIDIAN IS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM OF 1983 (SOUTH ZONE) NAD 83 (1983) BASED ON GPS OBSERVATIONS. COORDINATE VALUES ARE SHOWN IN U.S. SURVEY FEET.
- THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY.



THE CITY OF HAMPTON, VIRGINIA  
PIN: 12001132  
LR: 040027144  
47 WATER STREET

THE CITY OF HAMPTON, VIRGINIA  
PIN: 12001132  
LR: 040027144  
47 WATER STREET

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	44.86'	240.13'	10.42°15"	N 38°59'43" W	44.80'
C2	52.35'	126.37'	23.44°03"	N 15°13'11" W	51.97'
C3	49.97'	906.28'	3.09°25"	N 00°31'51" E	49.97'
C4	65.07'	765.65'	4°51'63"	N 07°12'51" E	64.99'
C5	50.05'	900.19'	3°11'09"	N 13°55'07" E	50.04'
C6	49.65'	895.19'	3°10'40"	S 13°56'20" W	49.64'
C7	64.35'	760.65'	4°50'49"	S 07°12'51" W	64.33'
C8	49.48'	901.88'	3°08'35"	S 00°31'50" W	49.47'
C9	49.89'	121.37'	23.33°09"	S 15°10'34" E	49.84'
C10	43.63'	235.13'	10.37°58"	S 39°01'48" E	43.57'

LINE BEARING	DISTANCE
L1 N 44°27'34" W	50.08'
L2 N 15°39'36" E	70.04'
L3 S 63°30'15" E	5.09'
L4 S 15°39'36" W	68.08'
L5 S 44°27'34" E	50.08'
L6 S 45°32'45" W	5.00'

SCALE: 1" = 30'

**Coastal Consultants, P.C.**  
 313 West Herring Road  
 Chesapeake, Virginia 23030  
 (757) 531-1300

Virginia SPC (SOUTH ZONE) NAD 83

15:13:01\140-18-0004-E Hamptn\_Street\_Edger\_Restored\_Hampton\140-18-0004\_Plot.dwg 04/24/2016 08:05 PM