

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-81
1(A)(3), 58.1-81 1(C)(5), 58.1-3315,
25.1-418,
42.1-70, 17.1-266, 17.1-279(E), and 58.1-811(D)

THIS AGREEMENT, made this _____ day of _____ 2023,

by and between the **CITY OF HAMPTON, VIRGINIA**, a Municipal Corporation,
"Grantor", and the **COMMONWEALTH OF VIRGINIA**, Department of
Transportation, "Grantee",

WITNESSETH:

In consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants and conveys to the Grantee, for the purposes of installing a generator on the Grantee's property and relocating a drainage ditch on the Grantee's property, the temporary right and easement to use the area located in the City of Hampton from opposite Station 2091+02.41 to opposite Station 2093+68.24, containing 2,635 square feet, more or less, and as shown outlined in ORANGE on photocopied Sheets 32 and 32RW, a copy of which is hereto attached as a part hereof to be recorded simultaneously herewith and in the State Highway Plat Book _____, Page _____.

Being a part of the land conveyed to the Grantor from Williams Corporation of Virginia by Deed dated May 29, 1986, and recorded May 29, 1986, in Deed Book 771, at Page

498 in the Office of the Clerk of the Circuit Court of the City of Hampton; and from Samco Development Corporation by Corrected Deed of Exchange dated January 15, 1988, and recorded January 29, 1899, in Deed Book 883, at Page 537, in said Clerk's Office; and from The School Board of the City of Hampton by Deed dated April 14, 1980, and recorded April 16, 1980, in Deed Book 569, at Page 726, in said Clerk's Office.

The Grantee shall only use the above described area for the purposes stated herein. Said temporary right and easement to use the area stated herein shall terminate at such time as the construction of the project is completed or terminate on December 31, 2025, whichever event or time occurs later. Grantee shall restore all of Grantor's property affected by Grantee's project to a condition that is as close as is reasonably possible to its pre-construction condition.

The Grantor by the execution of this instrument acknowledges that the plans for the project as they affect the Grantor's property have been fully explained to the Grantor or the Grantor's authorized representative.

The Grantor by the execution of this instrument acknowledges that the easement being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or for the purposes stated herein. The Grantor also acknowledges that the Grantor is entitled to be compensated for the easement hereby conveyed and, pursuant to Virginia Code Section 25.1-417 and by this donation, hereby waives Grantor's right to an appraisal and compensation.

The Grantor covenants and agrees for the Grantor its successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for said easement, and for damages, if any, to the value of the lands of the Grantor which may result by reason of the use to which the Grantee will put the temporary easement being conveyed. This paragraph, however, does not apply to any physical damages caused by the

Grantee, its agents and contractors done to the Grantor's remaining property during construction of the aforesaid project.

By accepting and recording this deed, the Grantee accepts the donation of the before described real estate.

[Signature Page to Follow]

WITNESSETH the following signature and seal:

THE CITY OF HAMPTON, VIRGINIA,
a Municipal Corporation

_____(SEAL)
Signature

Printed Name

Title

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

The forgoing instrument was acknowledged before me this ___ day of _____,
2023, by _____, _____ on behalf of The City
(Name of Officer or Agent) (Title of Officer or Agent)
of Hampton, Virginia, a Municipal Corporation.

Notary Public

Notary Registration No.: _____

My Commission expires.: _____

Approved as to Legal Form:

By: _____
Hampton City Attorney's Office

Approved as to Content:

By: _____
Hampton Dept. of Public Works

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Section
7511 Burbage Drive
Suffolk, Virginia 23435

PROJECT 0064-121-418, R201
UPC 119824
PARCEL 001/ CITY OF HAMPTON

AFFIDAVIT OF AUTHORITY

I, _____, first being duly sworn, do swear or affirm that the following statements are true to the best of my knowledge, information and belief:

- 1. That the property, depicted in the attached plan sheet is owned by the City of Hampton, Virginia, a Municipal Corporation
- 2. That I am the _____ of the City of Hampton.
Title of Signer
- 3. That I warrant and represent that by virtue of my position I have the full and unrestricted authority to execute all documents binding upon the City of Hampton described and to waive or claim any rights to which it may be entitled.

WITNESSETH the following signature and seal:

THE CITY OF HAMPTON, VIRGINIA, a
Municipal Corporation

By: _____ (SEAL)
Signature

Printed Name

Title

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The forgoing instrument was acknowledged before me this ___ day of _____,

20____, by _____, _____ (Name of
Officer or Agent) (Title of Officer or Agent)

on behalf of the City of Hampton, Virginia, a Municipal Corporation.

Notary Public

Notary Registration No.: _____.

My Commission expires: _____.

Approved as to Legal Form:

By: _____
Hampton City Attorney's Office