

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 TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made this
12th 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
5100 East Virginia Beach Boulevard
Norfolk, VA 23502
(hereinafter referred to as "**VNG**").

WITNESSES THAT:

For mutual benefit and other valuable considerations, the receipt and sufficiency of which are hereby
acknowledged, Owner grants and conveys unto VNG, its successors and assigns the following temporary
construction easement (hereinafter referred to collectively as the "**Easement**"):

(A) an exclusive temporary easement over, under, upon and across certain land of Owner
situated in the City of Hampton, Virginia, and identified as GPIN/Tax Map No. 12001133 &
12001132, and more particularly described in property plat of survey titled "Exhibit "A" (hereinafter
referred to as the "**Property**"). with the location and size of the easement being shown on Exhibit
"A", attached hereto and incorporated herein (hereinafter referred to as the "**Easement Area**"), to

move, stage and store construction and other machinery, apparatus, equipment, vehicles and personnel and to do such other activities as shall deem necessary or desirable in connection with certain activities on, in, under or above the Property, such activities on the adjacent property including, without limitation, the construction, installation, laying, maintenance, inspection, testing, operation, repair, replacement, alteration, renewing, rebuilding, reconstruction, improvement, upgrading, enhancement, changing, patrolling, addition and removing of pipes, mains, equipment, cables, lines, conduits, valves, regulators, heaters, meters, anodes, ground beds, fittings, markers, cathodic protection facilities, regulator stations, and data and voice transmission lines, of every nature and description (collectively called the “Systems”);

(B) a non-exclusive easement of unrestricted and free access, ingress and egress to and from the Easement Area on, over and through the Property;

(C) a non-exclusive easement to go on, over and through Property and the Easement Area to inspect and survey the Property and Easement Area;

(D) with Owner’s prior approval, a non-exclusive easement to cut, clear, remove, and dispose of all trees, undergrowth, improvements, and any other obstructions now or in the future located in the Easement Area that may interfere with or hinder the exercise of the rights and privileges of the Easements granted in this Agreement; and

(E) all other rights, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area, the Easements and the rights and privileges of the granted in this Agreement.

1. **Expiration of Agreement.** This Easement shall expire automatically on or before the date one hundred twenty (120) days after the date of commencement of construction of the Systems on the adjacent property. Upon the expiration of this Agreement, VNG agrees to fill any holes VNG created, level the ground of the Easement Area to approximately the same contour as existed on the Easement Area just prior to the commencement of construction and to spread grass seed over the Easement Area.

2. **Enforcement; Strict Compliance.** Both parties shall have the right to take any action, at law and in equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement. Failure of either party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party’s right to demand exact compliance with the terms of this Agreement.

3. **Transferability.** VNG shall have the full right and authority to assign, transfer, and grant easements and convey to others, the, interests, rights, and privileges declared in this Agreement, in whole or in part, with Owner’s prior consent.

4. **Authority.** The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

5. **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

6. **Running with the Land.** The provisions of this Agreement shall run with the land.

7. **Integrated Agreement; Modification.** This Agreement constitutes the entire and complete agreement between the parties with respect to the transaction contemplated hereby, and conversations, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth in this Agreement shall be of no force or effect whatsoever. No conduct or course of action undertaken or performed by the parties shall have the effect of, or be deemed to have the effect of, modifying, altering or amending the terms, covenants and conditions of this Agreement. This Agreement may not be modified, altered or amended except by a written instrument executed by the party to be bound.

8. **Severability.** If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

9. **Headings.** The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.

10. **Construction.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

11. **Exhibit.** The exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point in which such reference or other mention occurs, in the same manner and with the same effect as if the exhibit is set forth in full and at length every time such terms are used.

12. **Counterparts.** This Agreement may be signed in counterparts and shall be considered a complete instrument when all parties have affixed their signatures.

13. **Governing Law.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State in which the Property is located, and those laws shall control in the event of any conflict of laws.

TO HAVE AND HOLD, the rights, privileges and duties set out herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has caused this Deed of Temporary Construction Easement to be properly executed by an authorized officer 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 Temporary Construction 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:

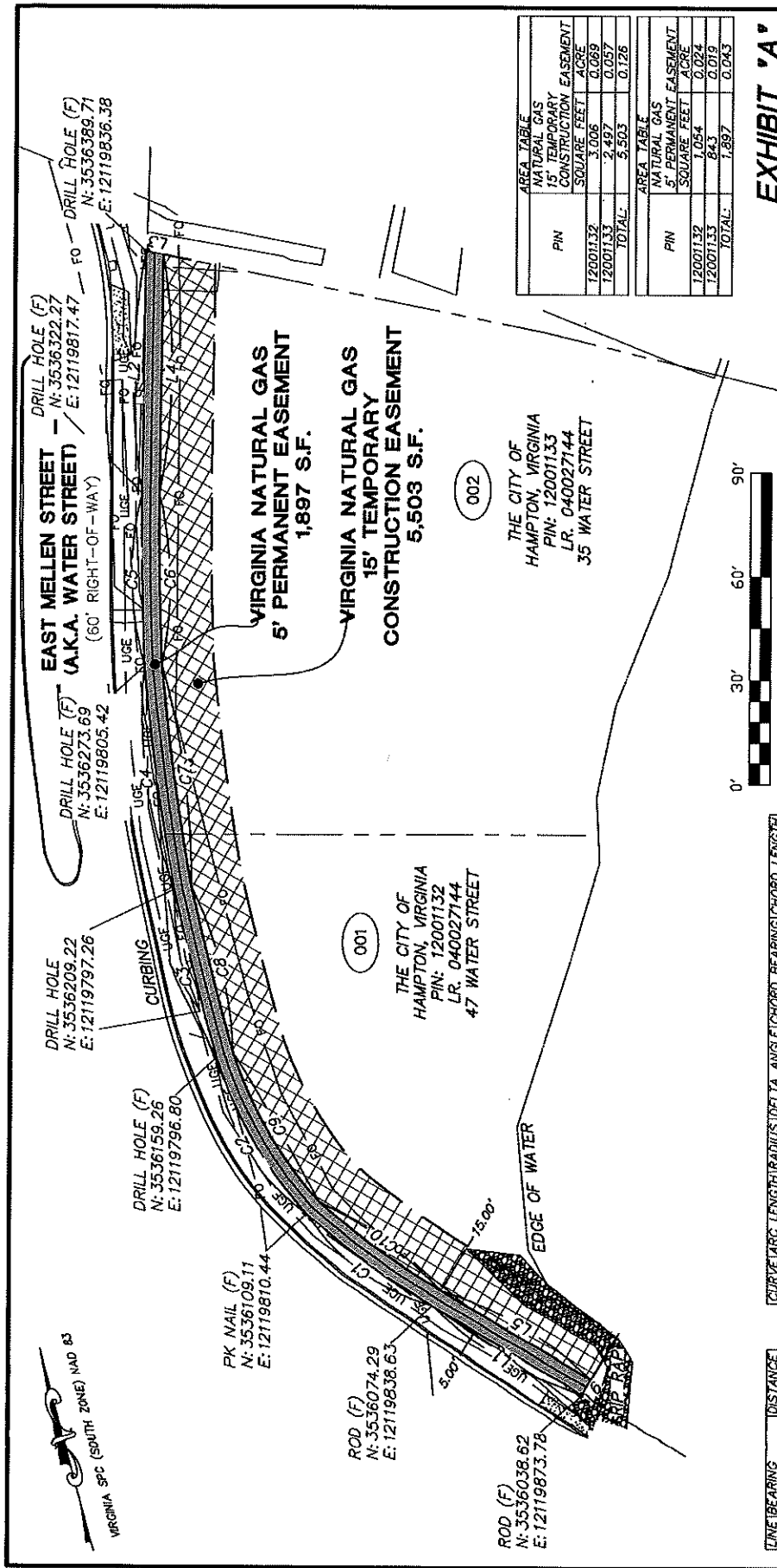
Clerk of Council

COMMONWEALTH OF VIRGINIA
City of Hampton, to wit:

I hereby certify on this _____ day of September, 2018, that the foregoing Deed of Temporary Construction 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.: _____



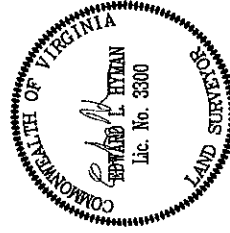
AREA TABLE		
PIN	NATURAL GAS	15' TEMPORARY CONSTRUCTION EASEMENT
12001132	SQUARE FEET	ACRE
12001133	3,006	0.069
TOTAL:	2,497	0.057
	5,503	0.126

AREA TABLE		
PIN	NATURAL GAS	5' PERMANENT EASEMENT
12001132	SQUARE FEET	ACRE
12001133	6,054	0.139
TOTAL:	8,43	0.187

EXHIBIT 'A'

Virginia Natural Gas

PLAT TO ACCOMPANY EASEMENT AGREEMENT WITH	
THE CITY OF HAMPTON, VIRGINIA	
CITY	STATE
HAMPTON	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 BY THE SURVEYOR OF THE CITY OF HAMPTON, VIRGINIA, AND THEREFORE, IT IS NOT SHOWN ALL EASEMENTS OR PROPERTY REFERENCES THAT AFFECT THIS PROPERTY.
- MERIDIAN IS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83) (1983) BY COASTAL CONSULTANTS. COORDINATE VALUES ARE SHOWN IN U.S. SURVEY FEET. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY.

CURVE	ARC	LENGTH	RADIUS	DELTA	ANGLE	CHORD	BEARING	CHORD	LENGTH
C1	44.86'	240.13	110.42	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'	906.98	308.25'		N 00°31'51" E	49.97'			
C4	65.01'	785.65	431.53'		N 07°12'51" E	64.99'			
C5	50.05'	900.19	371.09'		N 13°58'07" E	50.04'			
C6	49.65'	895.19	370.40'		S 13°58'20" W	49.64'			
C7	64.35'	780.65	430.49'		S 07°12'51" W	64.33'			
C8	49.48'	901.98	308.35'		S 00°31'50" W	49.47'			
C9	49.89'	121.37	23.33	09°	S 15°10'34" E	49.54'			
C10	43.63'	235.13	110.37	58°	S 39°01'48" E	43.57'			

LINE	BEARING	DISTANCE
L1	N 44°27'34" W	50.08'
L2	N 15°39'38" E	70.04'
L3	S 63°30'15" E	5.09'
L4	S 15°39'38" W	69.08'
L5	S 44°27'34" E	50.08'
L6	S 45°32'45" W	5.00'

SCALE: 1" = 30'

Coastal Consultants, P.C.
INCORPORATED
153 West Highland Road
Hampton, Virginia 23061
Phone: (757) 731-1001
Fax: (757) 731-1002