

Prepared by/after recording return to:

Bonnie N. Brown
Deputy City Attorney
VSB No. 83690
Hampton City Attorney's Office
22 Lincoln Street
Hampton, Virginia 23669
757-727-6127

Consideration: \$0.00
LRSNs: 6000824 and 6000822

Exempt from recordation taxes under Virginia Code § 58.1-811(C)(4) and from Clerk's fees under Virginia Code § 17.1-266

THIS DEED OF EASEMENT ("Deed of Easement") is made this ____ day of _____, 2020, by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "**City**" or "**Grantor**") and **VIRGINIA NATURAL GAS, INC.**, a Virginia public service corporation ("VNG" or "Grantee") with a mailing address of _____.

RECITALS:

A. The City is the owner of two (2) parcels of land consisting of approximately 23.77+/- acres located at 2972 N. Armistead Avenue in Hampton, Virginia and which are designated as LRSNs 6000824 and 6000822 (collectively, the "**Property**"), as shown on that certain plat entitled "PLAT FOR EXCLUSIVE EASEMENT & INGRESS/EGRESS EASEMENT CITY OF HAMPTON," dated 08-29-2019, prepared by Coastal Consultants, P.C. (the "**Plat**") attached hereto as **Exhibit A**.

B. The City acquired the Property in partnership with the Commonwealth of Virginia and Joint Base Langley Eustis (the "**Installation**"), in order to prevent encroachment of incompatible uses, activities, and development in proximity to the Installation.

C. In order to facilitate the relocation of an existing VNG regulator station that is currently operational on a parcel of property that is within Installation's "Clear Zone"—the area with the highest accident potential—near the end of the runway to a new location on the Property, which is in an improved location for flight operations, VNG has requested, and the City desires to convey unto VNG, easements to allow for ingress and egress to the Property and to allow for the construction and operation of a new VNG regulatory station upon the Property.

C. Accordingly, the City has agreed to grant VNG two easements, including: (1) a certain 2,484+/- square foot "Regulator Station Exclusive Easement" upon the portion of the Property designated as LRSN 6000824 as shown on the Plat, and (2) a 20' wide, 647+/- square foot ingress/egress easement upon the portion of the property designated as LRSN 6000822 as shown on the Plat, both subject to the terms hereinafter provided.

WITNESSETH:

NOW, THEREFORE, that for and in consideration of the mutual benefits accruing or to be accrued to the above mentioned parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant and convey unto VNG the following described easements, subject to the following terms:

1. Grant of Regulator Station Easement and Ingress/Egress Easement. Subject to the terms and conditions of this Deed of Easement, the City hereby grants unto VNG, without any representations or warranties as to suitability or environmental conditions, "AS IS"/"WHERE IS,": (a) an exclusive 2,484+/- square foot easement for the construction, installation, maintenance, inspection, operation, repair, replacement, change, or removal of a gas regulator station or stations, including: regulators, heaters, pipe line gate valves with any bypasses, crossovers, scraper traps, gas mains and other appurtenances and equipment used in connection therewith or incidental thereto, or any part thereof, in and through the Property as shown on the Plat (the "**Regulator Station Easement**"), and (b) a non-exclusive 20' wide, 647+/- square foot easement for ingress and egress to and from the Regulator Station Easement in and through the Property as shown on the Plat (the "**Ingress/Egress Easement**"), collectively, the "**Easements.**"

2. VNG Use of the Easements. The Easements are conveyed by the City to VNG subject to the following conditions:

- (a) VNG, its employees, licensees, contractors, and subcontractors, may utilize the Easements solely for the purpose described in Paragraph 1 herein. Any unauthorized use is strictly prohibited, and VNG shall neither use Easements, nor permit the use of Easements, in such a manner as to constitute a public nuisance or in such a manner that interferes with the Installation, including but not limited to by allowing structures, trees, or objects to constitute a height hazard or the use of lighting that may be dangerous, distracting, or misleading to pilots or people operating aircraft from, to, or around the Installation, in the discretion of the City.
- (b) All construction, maintenance, equipment, and VNG improvements that may be installed within the Regulator Station Easement shall comply with all applicable laws, ordinances, codes, and regulations, including but not limited to, site plan and land disturbing regulations.

- (c) The cost and responsibility of all construction, maintenance, equipment and VNG improvements within the Regulator Station Easement shall be borne by VNG.
- (d) VNG agrees to secure and maintain in full force and effect at all times during the term of this Easement Commercial General Liability Insurance, including contractual liability and products and completed operations liability coverages with limits of [City Contacting Risk Management] per occurrence and [City Contacting Risk Management] in the aggregate either under a self-insurance program or by separate policy. VNG shall provide proof of insurance coverage to the City's Department of Risk Management prior to recordation of this Deed of Easement.
- (e) VNG agrees to indemnify, defend, and hold harmless the City, its agents, employees, volunteers, servants, and officials from and against any and all claims, loss, damage, injury, and liability however caused, including but not limited to reasonable attorney's fees and litigation costs, resulting from negligence, misfeasance, malfeasance, or nonfeasance arising out of or in any way connected with activities in the Easements by VNG, its employees, contractors, subcontractors, licensees, consultants, subconsultants, or by any other persons, corporations, or legal entities retained by VNG to perform any activities in the Easements or the Property.

3. City's Reserved Rights. For the purpose of maintenance, repair, and inspection of its Property, or other public purposes, the City shall have the right to temporarily restrict access and/or enter upon the Property and Easements in such a manner as shall occasion the least practicable inconvenience to VNG.

4. Term of Deed of Easement; Restoration. The Term of this Deed of Easement shall be five (5) years, commencing on the date it is fully executed by the parties and expiring on the five (5) year anniversary thereof. VNG may request renewal of the Deed of Easement in five (5)-year increments, subject to approval by the Hampton City Council. If this Deed of Easement expires, VNG shall have one hundred twenty (120) days from the expiration date to remove its equipment and utilities from the Easements and to repair and restore the surface of the Property subject to the Easements, unless the City consents to VNG not removing such utilities and making such repairs.

5. Notices. Any and all notices required or permitted to be given under this Deed of Easement to VNG or the City, shall be in writing by U.S. Postal Service Certified Mail with Return Receipt requested. The parties hereto shall each have the right to change, from time to time, its address for purposes of this Deed of Easement, upon giving fifteen (15) days' written notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

The City: City of Hampton, Virginia
22 Lincoln Street
Hampton, Virginia 23669
Attn: City Manager

Grantee: Virginia Natural Gas

6. The grant and other provisions of this Deed of Easement shall constitute a covenant running with the land for the benefit of VNG, its successors, and assigns and this Deed of Easement shall be binding upon the successors and assigns of the City.

7. Enforcement and Remedies. No failure on the part of either party to enforce any term of this Deed of Easement on one occasion shall discharge or invalidate that term or any other term of this Deed of Easement, or affect the enforcement right of that party in the event of a subsequent breach or default.

8. Entire Agreement. This Deed of Easement sets forth the entire agreement of the Parties for the conveyance of the Easements on the Property, and supersedes all prior discussions, negotiations, understandings, or agreements, oral or written, relating to the Easements.

9. Amendment. This Deed of Easement may be amended only by a written instrument (i) duly authorized, executed and delivered by the City and VNG, or their respective successors or assigns; and (ii) recorded among the land records of the Clerk's Office of the Circuit Court of the City of Hampton, Virginia.

10. Recording. This Agreement shall be recorded at the Clerk's Office of the Circuit Court of the City of Hampton, Virginia.

WITNESS the following duly authorized signatures:

GRANTOR:

CITY OF HAMPTON, VIRGINIA,
a municipal corporation of the Commonwealth
Of Virginia

By: _____
Mary B. Bunting/designee
City Manager

COMMONWEALTH OF VIRGINIA
City of Hampton, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mary B. Bunting., City Manager of the City of Hampton on the City's behalf. She is personally known to me.

Notary Public

My Commission Expires: _____
Registration No.:

Approved as to Legal Sufficiency:

Approved as to Content:

Deputy City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GRANTEE:

VIRGINIA NATURAL GAS,
a public service corporation of the Commonwealth
Of Virginia

By:_____

Its:_____

Date: _____

COMMONWEALTH OF VIRGINIA
City of Hampton, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, _____ of Virginia Natural Gas. She/he is personally known to me.

Notary Public

My Commission Expires: _____
Registration No.:

EXHIBIT A