

**PROPERTY TRANSFER AND DEDICATION AGREEMENT FOR
CITY OF HARRISONBURG
UNIVERSITY BLVD RELOCATION PROJECT**

THIS PROPERTY DEDICATION AGREEMENT is entered into this _____ day of _____, 2022 by and between James Madison University, an agency of the Commonwealth of Virginia (“University”), and the CITY OF HARRISONBURG, a Virginia municipal corporation (“City”).

RECITALS:

1. The City intends to reconstruct and realign University Boulevard from its intersection of Port Republic Road to its intersection with Carrier Drive (the “Project”);
2. The University desires that such work be done, and agrees that it will benefit from the completion of such work;
3. In a COST REIMBURSEMENT AGREEMENT dated March 3, 2021, which is incorporated in this Agreement by reference, the University agreed to convey to the City all property interest necessary for the City’s completion of the Project, by Deeds of Gift and Consideration and Deeds of Easement, for any parcels impacted by this Project on property owned by the University. The conveyance of the required property interest shall be without consideration other than as set forth herein.

NOW, THEREFORE, the City and University agree as follows:

PARCEL CONVEYANCE

1. The University will convey to the City, in fee simple by Special Warranty deeds, the following Tax Map parcels (“Parcels”) in their entirety:
 - a. 012-B-1 – 705 Oak Hill Drive
 - b. 012-B-0 – 1010 Forest Hill Road
 - c. 012-G-1 – 1001 Forest Hill Road
 - d. 012-A-1 – 700 Hickory Hill Drive
 - e. 012-A-2 – 702 Hickory Hill Drive
 - f. 012-A-7 – 701 Hickory Hill Drive
 - g. 012-A-8 – 705 Hickory Hill Drive
 - h. 012-A-10 – 900 Forest Hill Road
 - i. 012-A-11 12 – 708 Locust Hill Drive

- j. 012-E-22 – 701 Locust Hill Drive
- k. 012-E-23 – 705 Locust Hill Drive

The conveyance will occur on or about July 1, 2023, and at the time of conveyance the University shall ensure that all listed parcels are vacant of any tenants. If any tenant is not removed by July 1, 2023, the conveyance to the City for the parcel occupied by such tenant shall be delayed until such time as the tenant has been removed. Any items remaining on the parcels at the time of conveyance will become the property of the City. JMU will release the deeds of conveyance for the Parcels to the City for recordation following the public hearing and approval of the reconveyance of any remnants of the Parcels as described in Section 4 below.

2. The City shall be responsible for demolition of any structures that remain on the Parcels. This work shall include asbestos surveys, asbestos abatement, structure removal, and site restoration.
3. As previously agreed in the COST REIMBURSEMENT AGREEMENT dated March 3, 2021, the City shall be responsible for the construction of the roadway.
4. Contemporaneously with JMU's conveyance of the Parcels to the City, City Council shall hold a duly advertised public hearing as required by Virginia law necessary to approve the reconveyance by the City to JMU of any remnant property from the Parcels not needed by the City for the Project. Following final acceptance and completion of the Project, the City will prepare the necessary final plats and deeds to convey, in fee simple with Special Warranty, any remnant property from the Parcels to the University. This remnant property may be encumbered by new or existing easements for the benefit of the City or its utility providers as required by development of the Project. The City shall vacate all interior property lines on remnant parcels. The City shall convey these remnant parcels to the University at no cost.

ADDITIONAL RIGHT OF WAY DEDICATION

5. As agreed upon by the parties, the University shall convey or dedicate to the City any needed temporary construction easements and fee simple right of way along Tax Map parcel 086-D-1 as needed to encompass University Blvd.
6. Following this conveyance or dedication, the City will request the Virginia Department of Transportation to include this segment of University Blvd in the City's maintenance inventory.

Upon approval of this request the City will assume all maintenance responsibilities of University Blvd.

STORMWATER MANAGEMENT MAINTENANCE AGREEMENTS

The University shall execute and record the City's standard Stormwater Maintenance Agreement for both the existing (modified BMP), and newly constructed BMP. This agreement will state that the University is solely responsible for the long-term maintenance of both BMP's.

WITNESS the following signatures and seals:

_____(SEAL)
For the City of Harrisonburg
By: Ande Banks, Interim City Manager

STATE OF VIRGINIA
COMMONWEALTH AT LARGE,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction
this _____ day of _____, 2____, by _____.

My commission expires: _____

Notary Public

_____(SEAL)
For James Madison University
By: Towana H. Moore, Associate Vice President Business Affairs

STATE OF VIRGINIA
COMMONWEALTH AT LARGE,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction
this _____ day of _____, 2____, by _____.

My commission expires: _____

Notary Public