

Parcel ID #: 006 D 11
RW
JO# 23-0389953, 23-0389367

RIGHT OF WAY

FOR AND IN CONSIDERATION of One Dollar (\$1.00) paid by COLUMBIA GAS OF VIRGINIA, INC., a Virginia corporation, with mailing address at 1809 Coyote Drive, Chester, Virginia 23836, hereinafter called the Grantee, to CITY OF HARRISONBURG, VIRGINIA, a municipal corporation, hereinafter, whether singular or plural, called the Grantor. The Grantor does hereby grant and convey to the Grantee an easement or right of way to construct, operate, maintain, replace, repair, alter the size, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, and to perform pre-construction work/activities, over and through all that certain tract of land situate in the City of Harrisonburg, Commonwealth of Virginia, and described as follows:

The location of the easement area pursuant to the terms and conditions of this right of way agreement is shown on Drawing Number **V660-134-23, revised 10/03/2023**, attached hereto, made a part hereof, and recorded herewith.

With the right of ingress to and egress from the easement area by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands and to exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the easement of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement by various means.

Grantor may use and enjoy the easement, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, or any other obstructions on or over the Right-of-Way that will, in any way, interfere with the use of the Right-of-Way by Grantee. Grantor shall not change the depth of cover in Right-of-Way; conduct grading operations within the Right-of-Way; permit the dumping of refuse or waste in the Right-of-Way; without the written consent of the Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation, replacement, and maintenance of said pipelines to as near as practical to the

Premises' original condition, except as provided herein.

Grantor and Grantee have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Grantor and Grantee shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The rights, privileges and terms hereby shall extend to and be binding upon Grantor and the Grantee and their respective representatives, heirs, successors and assigns.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE TO FOLLOW**

WITNESS, the following signatures and seal this _____ day of _____, 2023.

CITY OF HARRISONBURG, VIRGINIA, a Virginia municipal corporation

BY: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA)
) to-wit:
CITY/COUNTY OF _____)

On this _____ day of _____, 2023 before me, a Notary Public the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of City of Harrisonburg, Virginia, a municipal corporation, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I, _____, a Notary Public, here unto set my hand and official seal.
(Print Name)

(Notary Signature)

My commission expires the _____ day of _____, 20____.

Notary Registration No.: _____