

Parcel ID: 002 D 8, 001 E 5
RW:
JO: 22-0387548, 19-0385075

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 Virginia 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 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 V660-131-22, 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.

With regard to the lands encompassed by this Agreement, Grantor represents that, to the best of their knowledge: (a) No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the easement area which would cause or threaten to cause an endangerment to human health or the environment or require clean up. (b) Neither the Right-of-Way, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the easement for Grantee's intended use. (c) The easement is not currently and has not previously been used for industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the easement.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

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.

WITNESS, the following signatures and seal this _____ day of _____, 2022.

GRANTOR: CITY OF HARRISONBURG, VIRGINIA,
a Virginia municipal corporation

BY: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____)
) to-wit:
CITY/COUNTY OF _____)

On this _____ day of _____, 2022 before me, a Notary Public the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a corporation/partnership, 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/partnership.

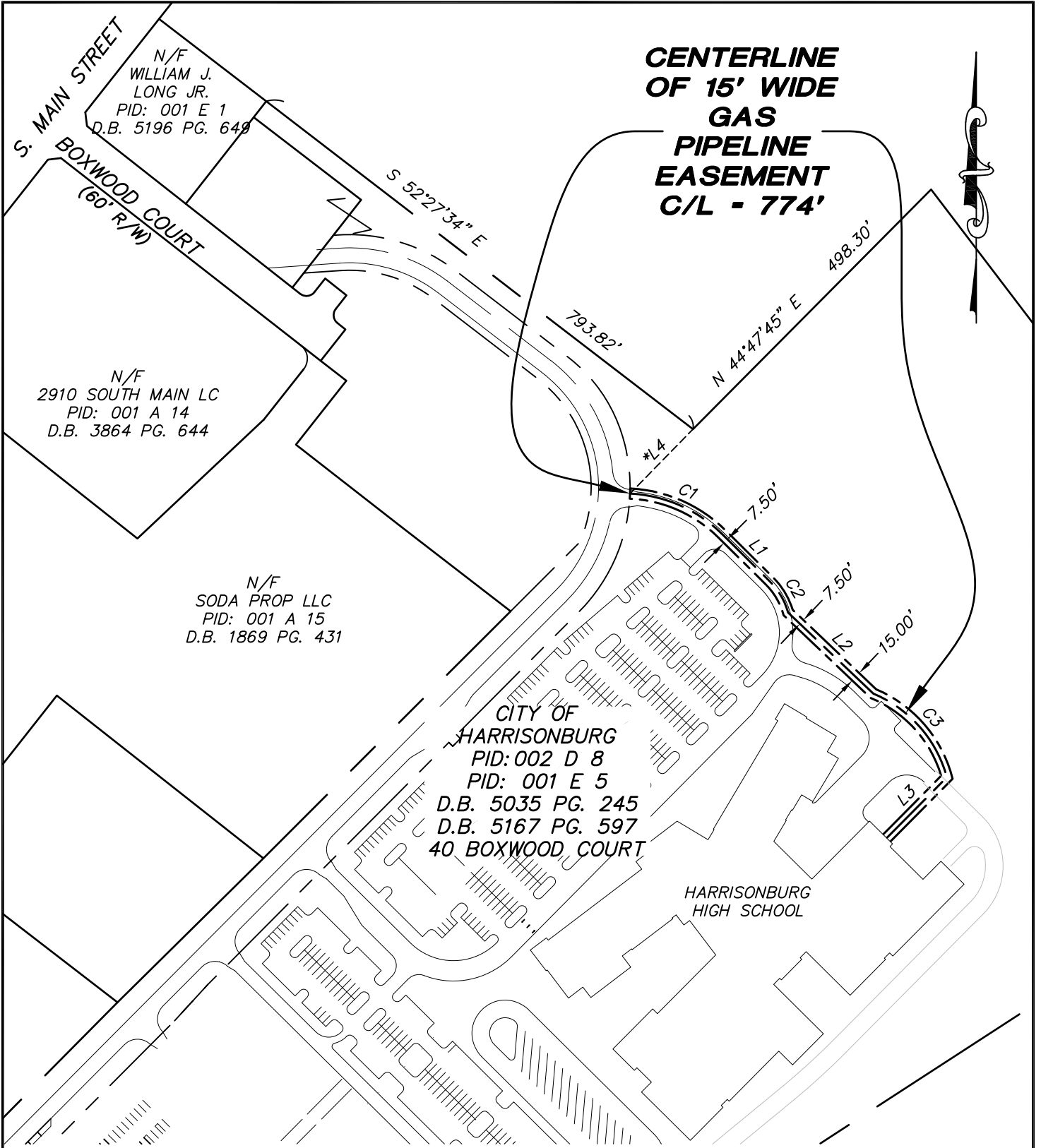
IN WITNESS WHEREOF, I, _____, a Notary Public, here unto set my hand and official seal.

(Notary Signature)

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

Notary Registration No.: _____

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LINE	BEARING	DISTANCE
L1	S 45°15'30" E	98.25'
L2	S 46°26'43" E	173.49'
L3	S 44°44'30" W	125.11'
*L4	N 44°21'16" E	132.90'

*DENOTES TIE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	207.00'	151.75'	148.38'	S 66°15'38" E	42°00'15"
C2	107.00'	54.80'	54.20'	S 30°35'11" E	29°20'39"
C3	187.23'	170.02'	164.24'	S 41°18'55" E	52°01'37"



COMPANY COLUMBIA GAS OF VIRGINIA, INC.				WORK ORDER(S) 22-0387548-00 19-0385075-00	
PROJECT 15' WIDE GAS PIPELINE EASEMENT ACROSS THE PROPERTY OF CITY OF HARRISONBURG				TAX DISTRICT(S)	
DATE 03/17/2022	ENGINEER COASTAL CONSULTANTS, P.C.	DRAWN BY JLD	SCALE 1" = 200'	COUNTY/CITY HARRISONBURG	
SYSTEM NO. 38007006		MAP(S)	REVISIONS	STATE VIRGINIA	
REFERENCES		7-680-252-L	07/12/2022	DRAWING NO. V660-131-22	