

DEED OF EASEMENT

THIS DEED OF EASEMENT (this “Deed”) is made this ____ day of _____, 2008, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF MANASSAS PARK, a Virginia municipal corporation (the “EDA”), Grantor, and the NORTHERN VIRGINIA ELECTRIC COOPERATIVE, a Virginia corporation (“NOVEC”), Grantee.

RECITALS

WHEREAS, the EDA is the owner of record of certain real property situate in the City of Manassas Park, Virginia (the “Property”), with tax map number 24-3-5-1A, as shown on plat number 2023-0105, dated 5/12/2023, and prepared by NOVEC (the “Plat”), which Plat is attached to and incorporated into this Deed by reference; and

WHEREAS, the EDA desires to grant and convey to NOVEC an easement for the provision of electric utilities in accordance with the terms of this Deed and as particularly shown on the Plat.

NOW THEREFORE, for and in consideration of the foregoing recitals, each of which is hereby incorporated into this Deed as if set forth herein, the sum of One Dollar (\$1.00) cash in hand paid, the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDA hereby grants and conveys unto NOVEC, for a period commencing on the date of this Deed and expiring on the date of expiration of the City of Manassas Park’s franchise agreement with NOVEC dated June 15, 1993, or the date of expiration of any subsequent franchise agreement between the parties, an easement (the “Easement”) for the purposes of installing, laying, constructing, operating, repairing, altering and maintaining overhead pole lines and/or underground conduit and cable lines for transmitting and distributing electric power, and for telephone, television and other communication purposes, including all wires, poles, cables, switchgear, transformers, transformer enclosures, meters, ground connections and supports for lights and streetlights, and accessory equipment desirable in connection therewith (collectively, the “Facilities”), over, under and/or upon and across the Property. The width of the Easement shall be as shown on the Plat.

The Easement is subject to the following conditions:

1. All Facilities which are installed in the Easement shall be and remain the property of NOVEC, its successors and assigns. NOVEC shall have the right to make such changes, alterations, substitutions, additions in and to or extensions of its Facilities as it may

RETURN TO:
NOVEC
5399 WELLINGTON ROAD
GAINESVILLE, VA 20155-1616
ATTN: RIGHT-OF-WAY DEPT.
703-754-6700

from time to time in its sole discretion deem advisable, including but not limited to the right to increase or decrease the number and amount of Facilities and the right to increase or decrease the voltage carried by said Facilities.

2. NOVEC shall have full and free use of the Easement for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the Easement, including, without limitation, the right of access to and from the Easement and the right to use the land of the EDA adjoining the Easement when necessary; provided, however, that the right to use the adjoining land of the EDA shall be exercised only during periods of actual construction, inspection or maintenance and that this right shall not be construed to allow NOVEC to erect any building or structure of a permanent nature on such adjoining land.

3. NOVEC shall have the right to trim, cut and remove trees, shrubbery, vegetation, fences, structures and other obstructions or facilities within or abutting the Easement including the trimming or removal of those trees outside of the Easement, which in falling may endanger NOVEC's above ground Facilities, deemed by NOVEC in its professional judgment to interfere with the proper construction, operation, inspection, maintenance and modification of the Facilities within the Easement; provided, however, that NOVEC shall (i) trim, cut or remove trees, shrubbery or vegetation only to the extent necessary to permit the proper construction, operation, inspection, maintenance or modification of the Facilities and (ii) restore as nearly as practicable to their original condition all land and premises within or adjoining the Easement which is or are disturbed by the construction, operation, inspection, maintenance or modification of the Facilities. Such restoration shall include the backfilling of trenches, the reseeded or resodding of lawns and common areas, the repavement of paved areas, but not the replacement of structures, trees or other obstructions located within the Easement. No building, structure, facility or other obstruction may be erected, installed or maintained within the Easement without the prior, written consent of NOVEC.

4. NOVEC shall indemnify and hold the EDA, its appointed officials, officers, employees and agents harmless from and against any and all costs, losses, claims, actions, and damages arising out of any damage to other utilities caused by NOVEC in the exercise of its rights or privileges under this Deed.

5. The EDA may construct roads, sidewalks, parking areas, trails or other travelways under NOVEC's overhead Facilities and over and across NOVEC's underground Facilities provided said underground Facilities are installed in conduit; if the underground Facilities are not installed in conduit then the EDA may cross the underground Facilities at an angle of no less than forty-five (45) degrees. The EDA shall not make any use of the Easement which is inconsistent with the proper function or use of the Easement by NOVEC.

6. The EDA covenants that it is seized of and has the right to convey the Easement, and NOVEC shall have quiet and peaceful possession, use and enjoyment of the Easement and rights and privileges conveyed.

The EDA and NOVEC agree that the agreements and covenants stated in this Deed are not covenants personal to the EDA or NOVEC but are covenants running with the land, which are and shall be binding upon the EDA and NOVEC and their respective heirs, personal representatives, successors and assigns. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF MANASSAS PARK, VIRGINIA

By: _____
Mark Botros, Chairman

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mark Botros, as Chairman of the Economic Development Authority of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM

Dean H. Crowhurst, EDA Attorney

NORTHERN VIRGINIA ELECTRIC COOPERATIVE,
a Virginia corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me this _____ day of June, 2008,
by _____, as _____ of the Northern
Virginia Electric Cooperative, on behalf of the corporation.

Notary Public

My Commission Expires: _____



PARK CENTER COURT

LOT 5-1A
TM: 24-3-5-1A
120 PARK CENTRAL PLAZA

PARKING GARAGE


EXISTING NOVEC INSTR #
202204270032795



Grantor: ECONOMIC DEVELOPMENT
AUTHORITY OF CITY OF MANASSAS

 INDICATES A 15
FEET WIDE EASEMENT.

VILLAGES OF MANASSAS PARK
120 PARK CENTRAL PLAZA

Lot(s): 5-1A	Plat No.: 2023-0105
County: CITY OF MANASSAS	TM/GPIN: 24-3-5-1A
Date: 5/12/2023	NOVEC Map No.: 394-03-3-338
 NORTHERN VIRGINIA ELECTRIC COOPERATIVE	Dwn: RODRIGUEZ W.O.: 159902
	Des: BOYD Scale: 1"=40'
	File: 159902 Sheet: 1 OF 1