

**VIRGINIA COMMUNITY COLLEGE SYSTEM**

**CONVEYANCE AND ACQUISITION OF EASEMENTS  
POLICY MANUAL**

**PURSUANT TO THE PROVISIONS OF THE  
HIGHER EDUCATION RESTRUCTURING ACT  
(Chapter 945 of the 2005 Session)**

**March 22, 2007**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INTRODUCTION	2
CHAPTER 1: EASEMENT CONVEYANCE & ACQUISITION	5
CHAPTER 2: GENERAL PROVISIONS	7
CHAPTER 3: COMPLIANCE	8
ATTACHMENT A – VCCS STANDARD EASEMENT FORMS	9

## **INTRODUCTION**

### **1. Background**

Chapter 945 of the 2005 Session of the General Assembly provided for a significant restructuring of operational authority for Virginia's institutions of higher education. Specifically, §2.2-1150 allows institutions of higher education to convey easements pertaining to any property such institution owns or controls and §2.2-1149 allows institutions of higher education to acquire easements, provided that the institution meets the conditions prescribed in subsection B of §23-38.88 and §23-38.112 (regardless of whether or not the institution has been granted any authority under Subchapter 3 (§23-38.91 et seq.) of Chapter 4.10 of Title 23.

In order to qualify for these authorities, the State Board is required to adopt written policies and procedures that incorporate:

- Designation by the State Board for Community Colleges (State Board) of the official responsible (Responsible Official) for approving any such easement.
- Use of Standard Easement Form previously "approved as to form" by the Attorney General's Office. Office of the Attorney General approval is required for material deviations from the Standard Form.
- For easement and right of way acquisitions: A requirement for one or more Uniform Standards of Professional Appraisal Practice (USPAP)-compliant appraisals to determine fair market value of the easement for all transactions when the total cost is anticipated to exceed \$10,000, which shall have been completed by an appraiser licensed by the Commonwealth of Virginia as a Certified General Appraiser.
- For easement and right of way acquisitions: Requirements for appropriate other due diligence (i.e. title report, survey of the easement area, etc.) as applicable prior to final execution and recordation.
- For easement and right of way acquisitions: Environmental Impact Reports to the extent required by Virginia Department of Environmental Quality.

This document provides the approved Virginia Community College System (VCCS) policies and procedures for the conveyance and acquisition of easements and rights of way.

### **2. VCCS' Organizational Structure**

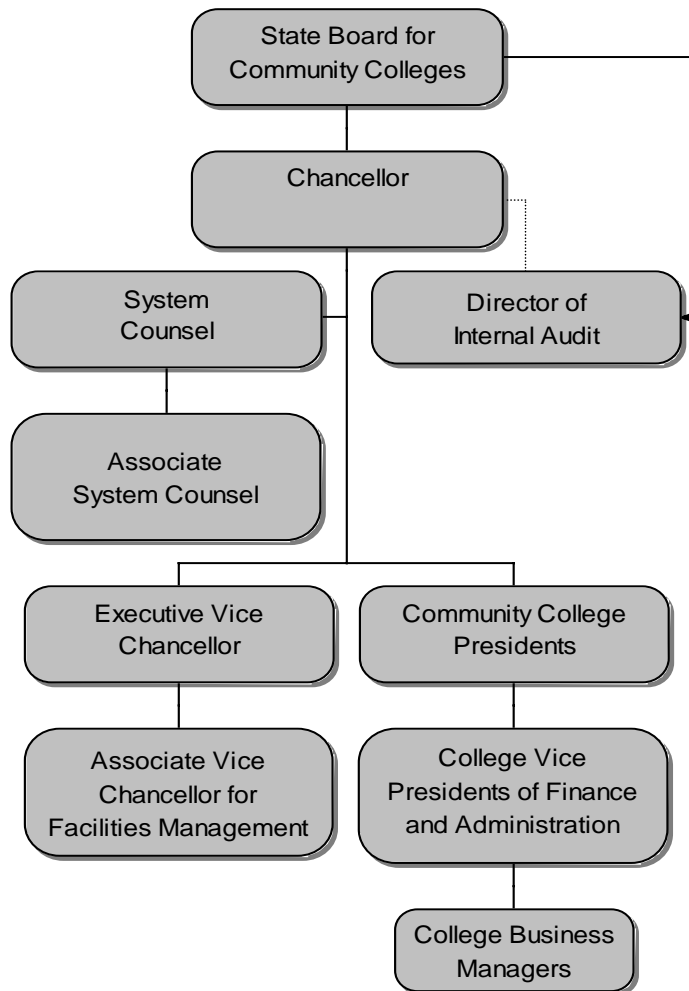
Colleges shall adhere to the following structure for administering and performing each delegated function for conveyance and acquisition of easements and rights of way, unless otherwise approved by the VCCS' Chancellor:

## FUNCTION TABLE

<b>VIRGINIA COMMUNITY COLLEGE SYSTEM POSITION</b>	<b>FUNCTIONS</b>
<b>State Board</b>	Review and approve the conveyance or acquisition of easement/right of way.
<b>Chancellor (Responsible Official)</b>	Sign conveyance or acquisition deed.
<b>Associate Vice Chancellor for Facilities Mgmt Services</b>	Recommend approval of easement and right of way conveyances and acquisitions; recommend conveyance or acquisition justifications and document the reasons; ensure compliance with approved guidelines and applicable law.
<b>College President and Vice President for Finance and Administration</b>	Perform market surveys and appraisals as necessary and prepare conveyance or acquisition recommendations; recommend approval of conveyances and acquisitions; ensure compliance with approved guidelines and applicable law.
<b>Associate System Counsel</b>	Approve easements and rights of way as to form.

*The State Board for Community Colleges is ultimately responsible for each transaction entered into by the VCCS under these delegated authorities.*

# Organizational Chart Real Property Administration and Approval



## **CHAPTER 1: EASEMENT CONVEYANCE AND ACQUISITION**

1.1 All easements and rights of way proposed to encumber State Board-owned land shall be submitted to the VCCS, Department of Facilities Management for review, §22.1-1150, Code of Virginia, and all easements and rights of way proposed to benefit State Board-owned land shall be submitted to the VCCS, Department of Facilities Management for review, §22.1-1149, Code of Virginia .

1.2 Permanent easements and rights of way encumbering State Board-owned land are limited to those granted to utility companies, public service companies and political subdivisions, provided however that the State Board may grant easements to private entities if the College has determined that it is in its best interest to grant the same and the State Board is to receive fair market value for the easement or right of way based upon an appraisal.

1.3 Temporary easements and rights of way encumbering State Board-owned land may be granted in connection with construction projects and in other similar situations where appropriate justification is provided to and approved by the Chancellor.

1.4 Easement and right of way documents shall contain adequate legal descriptions of the easement area(s) to ensure accurate location in the field, on surveys/plats, and in the College's maintenance records.

1.5 Easements and rights of way intended to serve any entity other than the State Board-owned facility shall contain a clause whereby in the event the college ever needs to relocate the easement for any purpose, the grantee will move their facilities to another location at the grantee's expense.

1.6 All documents granting permanent easements and rights of way shall contain an automatic reversion clause whereby the easement would be extinguished if the use for which it was granted is ever discontinued. Temporary easements shall be for a specified period of time, typically less than one (1) year, and shall include self-executing termination provisions.

1.7 Easements and rights of way must not interfere with development of the College's Master Site Plan or preclude optimal use of the land. Colleges should verify this before submitting easements to the VCCS Department of Facilities Management.

1.8 Legal instruments must specify the intended purpose of the easement/right of way.

1.9 Legal instruments shall be processed in accordance with the provisions of Chapter 2, General Procedures.

1.10 All easements and rights of way must contain a clause whereby the grantee will hold the Commonwealth, its agents and employees harmless from any claims for injury or damage arising from rights being conveyed.

1.11 One or more Uniform Standards of Professional Appraisal Practice (USPAP)-compliant appraisals must be provided to determine fair market value of the easement or right of way for all conveyances and acquisitions when the total value is expected to exceed \$10,000, which shall have been completed by an appraiser licensed by the Commonwealth of Virginia as a Certified General Appraiser.

1.12 Appropriate other due diligence (i.e. title, survey, etc.) as applicable is required prior to the final execution and recordation of the legal instrument.

1.13 Environmental Impact Reports, to the extent required by the Virginia Department of Environmental Quality for the acquisition of easements.

- Colleges must prepare and submit an environmental impact report to the Department of Environmental Quality on each major state project. “Major state project” is defined as the acquisition of an interest in land for any state facility construction which costs \$100,000 or more.

1.14 Instruments must conform to the Standard Forms provided in Attachment A. Each college should prepare its own standard form tailored to the college’s particular needs, but in any event having the same provisions in the same order as the standard form. No easement will be processed that does not conform to the Standard Form unless it is accompanied by adequate justifications to explain deviations therefrom.

1.15 Easement and right of way widths shall not exceed that required for the routine maintenance of the utility or the facility. Temporary construction easements may be granted to obviate the need for wider permanent easements.

## **CHAPTER 2: GENERAL PROCEDURES**

2.1 All legal instruments pertaining to real estate or any rights thereto under the control of or being acquired by a college shall be submitted to the VCCS Department of Facilities Management for review and recommendation to the Chancellor. This includes temporary and permanent rights of way and easements.

2.2 Every submittal (except for easement or right of way acquisitions that are not associated with an existing State Board-owned tract) must be identified by the FAACS Tract, Building or Lease Number and accompanied by a memorandum which briefly explains the history and need for the transaction, identifies the preparer of the instrument, and provides the name and telephone number of the responsible individual within the college who may be contacted for additional information. Every submittal which when executed would require an addition, deletion or change to the Fixed Asset Accounting and Control System must also be accompanied by the appropriate, completed EBOC form and batch form.

2.3 Submit only the minimum number of original copies necessary for the transaction, plus one copy for VCCS files. Facilities Management will only process one original for each party involved in the agreement.

2.4 Instruments submitted for approval should be executed by the other party or parties, but not by the college. The Chancellor will execute the instrument to close the transaction after all other approvals have been secured.

2.5 Facilities Management will review the substance of each transaction and forward the instrument, when appropriate, to the Associate System Counsel office for approval as to form. Inadequate submittals will be returned to the college for revision. Where previously approved Standard Forms are used, Facilities Management will obtain the approval of the Associate System Counsel, in order to expediting the approval process.

2.6 After approval of Facilities Management and Associate System Counsel, Facilities Management will forward the instrument through the Executive Vice Chancellor to the State Board and Chancellor for approval and signature.

2.7 After all necessary approvals have been obtained, Facilities Management will return the instrument to the submitting college for recordation.

2.8 Copies of fully executed and where applicable, recorded, deeds of easement and other instruments showing Deed Book references shall be provided to Facilities Management for central record keeping. Facilities Management is responsible to maintaining a complete set of records.

## **CHAPTER 3: COMPLIANCE**

**3.1 GUIDANCE:** Delegated restructuring authority is subject to revocation if an institution does not adhere to relevant state and State Board policies and procedures. In order to ensure such compliance, the following guidelines will be enforced.

**3.2 APPROVAL:** The College will follow the State Board Policy Manual requirements and gain approval to convey or receive an easement as required, including the College's submission of the easement justification.

**3.3 ADMINISTRATION:** The College will adhere to the established structure for administering and performing each delegated function for actual conveyance or acquisition of easements, unless otherwise approved by the VCCS' Executive Vice Chancellor.

**3.4 RECORD-KEEPING:** The College will maintain and file all records and documentation in an accessible manner and make them available for review at any time. A copy of the easement, amendments, or other legal instruments shall be forwarded to the VCCS Facilities Management Department within ten (10) days following the date of full execution of the instrument.

**3.5 ANNUAL CERTIFICATION:** Each college president will annually certify agreement to adhere to all of the policies and procedures delegated to the college pursuant to the State Board's approval of Delegated Easement Authority.

**3.6 AUDIT:** The VCCS' Internal Auditor shall periodically audit the Colleges' easements entered into pursuant to the Delegated Easement Authority.

**3.7 REVOCATION OF AUTHORITY:** If the VCCS determines that a college easement or right of way does not conform to approved guidelines, policies and procedures, then because of its non-compliance the VCCS may require the college to gain easement approval through the VCCS' Chancellor for at least one year in order for the college to demonstrate compliance. If the college cannot demonstrate compliance after one year, then the VCCS may remove it from participation under the Delegated Easement Authority.

**3.8 FRAUD:** Cases of apparent fraud will be referred to the Auditor of Public Accounts and/or other appropriate authority as may be required by law.

Attachment A  
Standard Easement Forms  
Revised for VCCS Use

Tract No. \_\_\_\_\_

Tax Parcel No. \_\_\_\_\_

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the COMMONWEALTH OF VIRGINIA, \_\_\_\_\_  
COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR  
COMMUNITY COLLEGES, hereinafter called the “Grantor”, and  
\_\_\_\_\_ [NAME IN ALL CAPS], hereinafter called “Grantee”.

WITNESSETH

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Sections 2.2-1150 and 2.2-1151 of the Code of Virginia (1950), as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way, \_\_\_\_\_ (\_\_\_\_\_) feet in width, to lay, erect, construct, operate, maintain and repair \_\_\_\_\_ and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of \_\_\_\_\_, over, under, upon and across the lands of the Grantor situated in the [City] [County] of \_\_\_\_\_, Virginia, said right-of-way being shown on a plat dated \_\_\_\_\_, which is attached to and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated \_\_\_\_\_, recorded in the Clerk’s Office, Circuit Court of \_\_\_\_\_, Virginia in Deed Book \_\_\_\_\_ Page \_\_\_\_\_; said easement being further described as follows, to wit:

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. The facilities constructed shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said right-of-way as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.

Tract No. \_\_\_\_\_

- B. Upon Completion of any activity by Grantee upon the right-of-way, Grantee shall restore the right-of-way as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance, or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.
- C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities. All trees cut by Grantee shall remain the property of the Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor and disposed by Grantee.
- D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.
- E. Grantor, its successors and assigns, may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said facilities and to which the Grantor is subject.
- F. Grantee covenants and agrees to indemnify, defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the

installation, operation, maintenance, replacement, repair, removal or use of any of Grantee's facilities or the connection to other utility facilities on or adjacent to said easement, or in any way arising out of Grantee's exercise of any rights herein granted.

- G. If Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, all of the Grantee's rights and interest in said easement or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable, and on written request by Grantor, Grantee shall quitclaim and release same.
  
- H. If Grantor at any Time deems it necessary or advisable to relocate for Grantor's convenience any of Grantee's facilities installed and used pursuant to this Deed of Easement, Grantee shall relocate, at the sole cost of Grantee, such facilities to a route or place that is acceptable to Grantor, provided Grantor for no additional consideration shall grant unto Grantee such easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions as herein set forth. Upon relocation of any of the facilities from any portion of the easement hereby granted, the easement for or over any of that portion of the land no longer used by grantee shall automatically terminate, and all right, title and interest therein shall revert to Grantor.

WITNESS the following signatures and seals.

Grantor: COMMONWEALTH OF VIRGINIA,  
\_\_\_\_\_ COMMUNITY  
COLLEGE, ON BEHALF OF THE STATE  
BOARD FOR COMMUNITY COLLEGES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee: \_\_\_\_\_ [NAME IN CAPS]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE of VIRGINIA

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Deed of easement was acknowledged before me this \_\_\_\_\_ day  
20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
of the Commonwealth of Virginia, \_\_\_\_\_ Community College, on behalf of the  
State Board for Community Colleges.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE of VIRGINIA

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_\_  
this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ (Name of Grantee), on  
behalf of the corporation, partnership, limited liability company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: \_\_\_\_\_  
Assistant Attorney General

RECOMMEND APPROVAL:

Associate Vice Chancellor, Facilities Management

By: \_\_\_\_\_  
Associate Vice Chancellor

APPROVED:

VIRGINIA COMMUNITY COLLEGE SYSTEM OFFICE

Chancellor

By: \_\_\_\_\_  
Chancellor

Tract No. \_\_\_\_\_

Tax Parcel No. \_\_\_\_\_

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the COMMONWEALTH OF VIRGINIA, \_\_\_\_\_  
COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR  
COMMUNITY COLLEGES, hereinafter called the “Grantor”, and  
\_\_\_\_\_ [NAME IN ALL CAPS], hereinafter called “Grantee”.

WITNESSETH

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Sections 2.2-1150 and 2.2-1151 of the Code of Virginia (1950), as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way, \_\_\_\_\_ (\_\_\_\_\_) feet in width, to lay, erect, construct, operate, maintain and repair \_\_\_\_\_ and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of \_\_\_\_\_, over, under, upon and across the lands of the Grantor situated in the [City] [County] of \_\_\_\_\_, Virginia, said right-of-way being shown on a plat dated \_\_\_\_\_, which is attached to and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated \_\_\_\_\_, recorded in the Clerk’s Office, Circuit Court of \_\_\_\_\_, Virginia in Deed Book \_\_\_\_\_ Page \_\_\_\_\_; said easement being further described as follows, to wit:

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. The facilities constructed shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said right-of-way as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.

Tract No. \_\_\_\_\_

- B. Upon Completion of any activity by Grantee upon the right-of-way, Grantee shall restore the right-of-way as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance, or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.
- C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities. All trees cut by Grantee shall remain the property of the Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor and disposed by Grantee.
- D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.
- E. Grantor, its successors and assigns, may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said facilities and to which the Grantor is subject.
- F. Grantee covenants and agrees to indemnify, defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of

Grantee's facilities or the connection to other utility facilities on or adjacent to said easement, or in any way arising out of Grantee's exercise of any rights herein granted.

- G. If Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, all of the Grantee's rights and interest in said easement or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable, and on written request by Grantor, Grantee shall quitclaim and release same.
- H. This easement of right-of-way, and the use thereof, is intended to be used solely for the benefit of the lands of Grantor. No other use shall be permitted without the express written consent of Grantor, which consent Grantor shall be under no obligation to give. Consent shall be evidenced by an amendment to this Deed of Easement, approved and executed with the same formality as this Deed of Easement, and shall be subject to all conditions therein set out.
- I. If Grantor at any Time deems it necessary or advisable to relocate for Grantor's convenience any of Grantee's facilities installed and used pursuant to this Deed of Easement, Grantee shall relocate, at the sole cost of Grantee, such facilities to a route or place that is acceptable to Grantor, provided Grantor for no additional consideration shall grant unto Grantee such easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions as herein set forth. Upon relocation of any of the facilities from any portion of the easement hereby granted, the easement for or over any of that portion of the land no longer used by grantee shall automatically terminate, and all right, title and interest therein shall revert to Grantor.

WITNESS the following signatures and seals.

Grantor: COMMONWEALTH OF VIRGINIA,  
\_\_\_\_\_ COMMUNITY COLLEGE ON  
BEHALF OF THE STATE BOARD FOR  
COMMUNITY COLLEGES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee: \_\_\_\_\_ [NAME IN CAPS]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE of VIRGINIA

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Deed of easement was acknowledged before me this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of the Commonwealth of Virginia, \_\_\_\_\_ Community College on behalf of the State Board for Community Colleges.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE of VIRGINIA

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ (Name of Grantee), on behalf of the company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: \_\_\_\_\_  
Assistant Attorney General

RECOMMEND APPROVAL:

Associate Vice Chancellor, Facilities Management

By: \_\_\_\_\_  
Associate Vice Chancellor

APPROVED:

VIRGINIA COMMUNITY COLLEGE SYSTEM OFFICE

Chancellor

By: \_\_\_\_\_  
Chancellor

Tract No. \_\_\_\_\_

Tax Parcel No. \_\_\_\_\_

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ [NAME OF GRANTOR IN ALL CAPS], a Virginia corporation / partnership / limited liability company, hereinafter called the “Grantor”, and the COMMONWEALTH OF VIRGINIA, \_\_\_\_\_ COMMUNITY COLLEGE ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES, hereinafter called “Grantee”.

WITNESSETH

That for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Sections 2.2-1149 and 2.2-1150 of the Code of Virginia (1950), as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way, \_\_\_\_\_ (\_\_\_\_\_) feet in width, to lay, erect, construct, operate, maintain and repair \_\_\_\_\_ [describe easement] and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of \_\_\_\_\_, over, under, upon and across the lands of the Grantor situated in the [City] [County] of \_\_\_\_\_, Virginia, said right-of-way being shown on a plat dated \_\_\_\_\_, which is attached to and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated \_\_\_\_\_, recorded in the Clerk’s Office, Circuit Court of \_\_\_\_\_, Virginia in Deed Book \_\_\_\_\_ Page \_\_\_\_\_; said easement being further described as follows, to wit:

This easement is subject to all existing easements or rights-of-way of record, and is further subject to the following conditions:

- A. The facilities constructed shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said right-of-way as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations as the same may be binding upon Grantee.

Tract No. \_\_\_\_\_

- B. Grantee shall restore the right-of-way as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of land, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to limit the enjoyment and use of the remainder of Grantor's lands.
  
- C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities. All trees cut by Grantee shall remain the property of the Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor for disposal.
  
- D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors.

Grantor covenants that it is seized of and has the right to convey this easement, that Grantee shall have quiet possession, use and enjoyment of this easement, and that Grantor shall execute such further assurances thereof as may be required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures and seals.

Grantor:       NAME IN ALL CAPS  
                  A Virginia corporation / partnership/ limited  
                  liability company

By: \_\_\_\_\_

STATE of VIRGINIA  
CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Deed of easement was acknowledged before me this \_\_\_\_\_ day  
20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
Of (Name of Grantor), a Virginia corporation / partnership / limited liability company, on  
behalf of the Grantor.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

OFFICE OF THE ATTORNEY GENERAL  
Approved as to Form:

By: \_\_\_\_\_  
Assistant Attorney General

RECOMMEND APPROVAL:  
Associate Vice Chancellor, Facilities Management

By: \_\_\_\_\_  
Associate Vice Chancellor

APPROVED:  
VIRGINIA COMMUNITY COLLEGE SYSTEM OFFICE  
Chancellor

By: \_\_\_\_\_  
Chancellor