

Prepared Under the Supervision of:
Hugh P. Fisher, III, City Attorney
VSB #27137
City of Colonial Heights, VA
201 James Avenue
Colonial Heights, VA 23834

File to: City Clerk
201 James Avenue
Colonial Heights, VA 23834

Consideration: \$0.00

EXEMPT FROM THE RECORDATION TAXES IMPOSED BY §58.1-801 AND THE GRANTOR'S TAX IMPOSED BY §58.1-802 OF THE CODE OF VIRGINIA PURSUANT TO §58.1-811.A.3 AND §58.1-811.C.5, RESPECTIVELY, OF SUCH CODE.

Parcel Identification No: 6702000001A

NO TITLE INSURANCE POLICY ISSUED IN THIS TRANSACTION.

THIS DEED OF EASEMENT is entered into on the ____ day of _____, 2022, by and between **THE CITY OF COLONIAL HEIGHTS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City" (the "Grantor"), and **DUNLOP STATION, LLC**, a Virginia limited liability company, the Grantee.

WHEREAS the City desires to convey to the Grantee a variable width driveway maintenance easement in the property described below to allow for ingress into the Dunlop Village Shopping Center from Ellerslie Avenue and egress onto Ellerslie Avenue from the Dunlop Village Shopping Center; NOW, THEREFORE,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does hereby grant and convey unto the Grantee, its successors and assigns, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, the following real estate interest for forty (40) years:

A variable width driveway maintenance easement, consisting of 2,684 ± square feet, as shown on a certain plat entitled "Plat Showing Variable Width Driveway Maintenance Easement On Property Along Ellerslie Avenue Between Interstate 95 And Dunlop Circle Drive City Of Colonial Heights, Virginia", dated October 25, 2021, revised November 8, 2021, and prepared by Sekivsolutions, a copy of which plat is attached hereto and made a part of this Deed of Easement.

BEING a part of the same property conveyed to the City of Colonial Heights through a Deed And Agreement by and between Ellerslie, Inc., John M. Dunlop, Nannette F. Dunlop, and the City of Colonial Heights dated November 26, 1957 and recorded January 28, 1958, in the Clerk's Office, Circuit Court of Chesterfield County, VA. Pursuant to a reverter clause in the Deed And Agreement, a portion of the property conveyed to the City was to revert back to the above-referenced owners if and when the City removed a water tank from the property. The City removed the water tank in January 2003; however, since January 2003, the City has maintained continuous, hostile, open, actual, notorious, and exclusive use of the property, accompanied by a claim of right since that time. Therefore, pursuant to VA Code § 8.01-236 and applicable case law, the City owns the property by adverse possession.

The variable width driveway maintenance easement shall include the following rights and obligations:

1. The easement shall be used to allow for a right turn from Ellerslie Avenue into the Dunlop Village Shopping Center and a right turn onto Ellerslie Avenue from the Dunlop Village Shopping Center. The easement shall not be used to allow for a left turn from Ellerslie Avenue into the Dunlop Village Shopping Center and a left turn onto Ellerslie Avenue from the Dunlop Village Shopping Center.

2. The Grantee shall have full responsibility for constructing and maintaining the driveway and pavement installed thereon to comply with all State and local requirements, and the Grantee shall hold the City harmless from and indemnify the City for any claims resulting from driveway's construction or maintenance. The Grantee shall not use the easement area in a manner which interferes with any utility facilities the City installs or has installed.

3. In the event Grantee plants or erects any trees, bushes, limbs, shrubbery, landscape plantings, fences, or other obstructions or facilities in the easement area after the date of this deed, and the City determines it is necessary for it to remove such obstruction, the Grantee shall promptly pay the City all costs associated with the removal.

4. Whenever it is necessary for the Grantee to use any land of the City adjoining and abutting such driveway easement for access purposes, the Grantee shall have the right to make such reasonable use thereof; provided, however, the Grantee shall restore such land to its original condition, as close as

reasonably possible, and shall, after receiving written notice from the City, pay the City for any damage done in the exercise of this right.

5. The Grantee shall install access channelization, and signs, which the City Engineer shall approve, that indicate right turns only into and out of Dunlop Village Shopping Center.

6. With the City Engineer’s approval, the Grantee shall install a gate along the easement’s eastern boundary line, and maintain the gate, to prevent encroachment onto adjoining City-owned property.

7. Prior to the Grantee commencing driveway construction, the City Engineer shall approve any necessary plat or plan; and the Grantee shall provide the City Engineer with surety – in the form of a bond, letter of credit, or cash – equal to the estimated cost of driveway construction.

The easement granted herein for the specific location described above is in addition to any easement or right-of-way now in existence or which may be acquired in the future.

WITNESS the following signatures and seals:

**CITY OF COLONIAL HEIGHTS, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia,
Grantor**

By: _____
Printed: Douglas E. Smith
Title: City Manager

Attest:

Pamela B. Wallace
City Clerk

Approved as to location and size:

Todd Flippen
City Engineer

Approved as to form:

Hugh P. Fisher, III
City Attorney

COMMONWEALTH OF VIRGINIA,
City of Colonial Heights, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Douglas E. Smith, City Manager, on behalf of the City of Colonial Heights, Virginia, Grantee.

My commission expires: _____

Notary Public
Registration No. _____

(The remainder of this page is intentionally blank.)

**DUNLOP STATION, LLC, a Virginia
limited liability company, Grantee**

By: Phillips Edison Institutional REIT LLC,
a Delaware limited liability company, its
sole member

By: Phillips Edison Institutional Joint Venture
I, L.P., a Delaware limited partnership, its
manager

By: PAI GP LLC, a Delaware limited liability
company, its general partner

By: _____

Printed: _____

Title: _____

STATE OF _____
CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, _____, on behalf
of the Grantee.

Notary Public

My commission expires: _____