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## EXHIBIT 8

### U.S. NAVY REQUIREMENTS

#### PART A COORDINATION WITH NAVAL STATION NORFOLK

##### Section 1. General

A. Portions of the Project Right-of-Way are adjacent to property owned by the Government of the United States and operated and maintained by the U.S. Navy (“**Navy Property**”). The Navy Property is where the U.S. Navy’s Naval Station Norfolk’s (“**NSN**”), home of the U.S. Navy’s Atlantic Fleet, is situated.

B. This Part A of **Exhibit 8** (i) provides information regarding the work requirements and (ii) alerts Design-Builder of the necessary communication and coordination with the U.S. Navy as Work progresses adjacent to or near the Navy Property.

##### Section 2. Anti-Terrorism Force Protection

A. Design-Builder must be in strict compliance with NSN’s “Anti-Terrorism Force Protection” requirements, including the United Facilities Criteria (UFC) documents listed in Part C of this **Exhibit 8**. Design-Builder shall consult and coordinate with the U.S. Navy in connection with any construction activity to be undertaken within twenty (20) feet of the property line of and/or security fence surrounding the Navy Property, even if such Work resides or takes place completely within the Project Right-of-Way.

B. Design-Builder shall not store material or equipment within twenty (20) feet of the property line of and/or security fence surrounding the Navy Property and will inform the U.S. Navy of any damages to property of the Government of the United States resulting from construction activities, including but not limited to tree removal and grading. Design-Builder will be financially responsible for any damage its construction activities cause to property of the Government of the United States (including but not limited to fencing, security systems, drainage elements and access ways). Any damages caused by Design-Builder’s activities must be repaired or replaced in accordance with U.S. Government standards and the property restored to its pre-damaged state.

C. Design-Builder shall include U.S. Navy personnel in the review of plans relating to Work that will take place within twenty (20) feet of the property line of and/or security fence surrounding the Navy Property. Contact information for the U.S. Navy is included in Section 3 of Part A of this **Exhibit 8**. At a minimum, the Department’s Senior Representative shall be copied on all communications and correspondence between Design-Builder and U.S. Navy personnel.

### **Section 3. U.S. Navy and Navy Point of Contact Information**

The U.S. Navy point of contact (“**Navy Point of Contact**”) for coordinating all activities, including correspondence relative to the design and construction of the Project requiring U.S. Navy involvement will be:

Susanne Wienrich, Commander, U.S. Navy  
Assistant Regional Engineer, Navy Region Mid-Atlantic  
1510 Gilbert Street  
Building N-26  
Norfolk, VA 23511  
757-341-0260  
[susanne.wienrich1@navy.mil](mailto:susanne.wienrich1@navy.mil)

### **Section 4. Design-Builder’s Responsibilities**

A. All proposed roadway improvements are anticipated to remain and be constructed within the Project Right-of-Way. In the event of any impacts or encroachment onto Navy Property, as part of Design-Builder’s final design, it shall be the responsibility of Design-Builder to acquire all necessary U.S. Navy permits, easements or land acquisitions and approvals to complete the Work.

B. Certain portions of the Project Right-of-Way are subject to a grant of easement (the “**Navy Easement**”) dated as of November 21, 1969, by and between the U.S. Navy and the Department. A copy of the Navy Easement is attached hereto as Attachment 1. Design-Builder shall be responsible for complying with all conditions set out in the Navy Easement applicable to Work performed on those portions of the Project Right-of-Way that are subject to the Navy Easement.

C. It is the responsibility of Design-Builder to identify any other necessary pertinent standards, specifications or reference documents associated with applicable Work to NSN and submit all required materials and provisions to the Department for review and approval prior to inclusion in Design-Builder’s final design.

D. If the final design, as developed by Design-Builder, contemplates encroachment on Navy Property, all Work activities shall be conducted in accordance with and conform to the applicable guidelines and standards provided by the U.S. Navy. The U.S. Navy adheres to the Unified Facilities Criteria (UFC), as well as the Code of Federal Regulations (CFR). If the prosecution of the Work under the Contract Documents impacts the U.S. Navy’s compliance with the foregoing requirements, the Design-Builder shall communicate with the U.S. Navy prior to commencing such Work. The Design-Builder shall avoid a situation which would cause the U.S. Navy to be in a condition of “non-compliance” with said requirements. The U.S. Navy has the ability to seek relief from these requirements but such relief (in the form of a waiver or exception to standards) cannot be guaranteed. The U.S. Navy must be given requisite time (in advance) to seek authorization to deviate from such requirements.

E. Any plan or construction submittals required, as a result of Design-Builder's final design, shall be coordinated directly with the Navy Point of Contact or another authorized representative of the U.S. Navy. Design-Builder is alerted that during the design phase and construction phase of the Project, up to forty-five (45) days will be required to review all design and construction submissions. Up to an additional forty-five (45) days will be required to review any subsequent submissions returned not approved. Revisions to Design-Builder's submissions may not be approved in the field. Any deviations from a previously accepted plan will require a formal resubmission of the procedure for review and acceptance prior to performing any Work.

F. Design-Builder will be required to maintain all areas adjacent to, over or impacting Navy Property, until such Work has been accepted by the Department and the U.S. Navy. During the prosecution of the Work, however periodic, and during non-Work periods, Design-Builder will maintain its responsibilities with respect to NSN operations and the use of any areas adjacent to the Navy Property.

### **Section 5. Design-Builder's Compliance with Comprehensive Agreement and U.S. Navy Requirements**

A. Design-Builder must coordinate all Work activities on, over or directly adjacent to Navy Property on a daily basis with the Navy Point of Contact in order to complete the Project safely and efficiently.

B. Materials and equipment shall not be stored on the Navy Property without prior written approval from the U.S. Navy. Such permission will be with the understanding that the U.S. Navy will not be liable for damage to such material and equipment from any cause and that the Navy Point of Contact, or the authorized representative, may move or require Design-Builder to move, at Design-Builder's expense, such material and equipment.

C. All grading or construction equipment left parked and unattended on or near Navy Property shall be effectively immobilized so that it cannot be moved by unauthorized persons. To the extent permitted by the Legal Requirements, Design-Builder shall (i) protect, defend, indemnify and save the U.S. Navy and any associated, controlled or affiliated corporation, and (ii) hold such entities and persons harmless from and against all losses, costs, expenses, claims, or liability for loss or damage to property or the loss of life or personal injury, arising out of, or incident due to Design-Builder's failure to immobilize construction equipment.

D. Upon completion of all Work activities on, over, or directly adjacent to Navy Property, Design-Builder shall (i) remove all machinery, equipment, surplus materials, false Work, rubbish or other construction related items of Design-Builder from the area on, over or adjacent to the Navy Property and (ii) leave such impacted areas in a neat condition, satisfactory to the Navy Point of Contact. All erosion control items installed for the protection of the Work area and adjacent property shall be removed after Design-Builder has received written approval from the Navy Point of Contact.

E. Unless otherwise noted, the costs of all Work required by this Part A of **Exhibit 8** and any referenced material or requirements, including but not limited to insurance, compliance

with U.S. Navy requirements, planning, design standards, scheduling, correspondence, coordination, construction plans, shoring plans, designs by a registered professional engineer in the Commonwealth of Virginia, shall be included in the Contract Price. No separate measurement or payment will be made for the Work involved or the costs of complying with U.S. Navy design and construction requirements set forth herein.

F. Insurance policies will be required to be in place and approved, prior to any Work commencing on or that could potentially impact Navy Property. The Design-Builder's compliance with the insurance requirements set forth in the Comprehensive Agreement will be deemed to satisfy this provision.

G. It will be Design-Builder's sole responsibility to reimburse the U.S. Navy for any actual loss and expense incurred or suffered by the U.S. Navy in the event Design-Builder's operations or activities create a condition where the U.S. Navy has sustained a loss created by the construction activities, negligence, or default of Design-Builder.

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## **PART B      COORDINATION WITH NAVY AIRFIELD**

### **Section 1.      Recognition of Potential Project Impacts**

The Project is within a sphere of influence of active runways located at NSN's airfield. An LD-252 - Request for Supporting Data has been filed with the Department and a determination was made that the Project is located within an area of potential sub-standard airway-highway clearance. The request for supporting data will need to be augmented by Design-Builder as the design for the Project is advanced. Included in the supporting data will be the location and height determination of all Project elements which may have the final position of being within the flight path envelope. This may include, but not limited to: (i) bridge structures; (ii) sound walls; (iii) retaining walls; (iv) light poles (v) sign structures, (vi) communication towers; and (vii) construction means and methods for crane heights or other equipment that may induce an impact to the flight path.

### **Section 2.      Design-Builder's Responsibilities**

A.      It is the responsibility of the Design-Builder to coordinate with the Department's Representative and the individual designated by the Department as the "VDOT Airport Coordinator" to provide the supporting data to complete the LD-252 - Request for Supporting Data. All locations of Project elements referenced above in Section 1 above shall be horizontally reported based on the Virginia State Plane coordinates and top of element elevations will be reported from the survey datum and vertical control being used for the Project. Upon completion of the LD-252- Request for Supporting Data, the completed form will be submitted by the Department and to the Federal Aviation Administration ("FAA")/Navy Airfield Coordinator for further evaluation and determination if and what mitigation factors are required. Any mitigation factors needed to satisfy FAA/Navy Airfield requirements are the sole responsibility of the Design-Builder.

B.      The Design Builder is advised that an FAA/Navy construction permit may be required for the Project and, if so, the Design-Builder shall be responsible for acquiring such permit.

C.      The FAA requires the filing of a notice per the requirements outlined in 14 Code of Federal Regulation (CFR) Part 77, Subpart B, Sections 77.5 to 77.11, for all obstructions, whether permanent or temporary, for the off-airport construction that will occur in the vicinity of Chambers Airfield, Naval Station Norfolk, which must be evaluated by the FAA prior to commencement of the work.

14 CFR section 77.9 provides that any person/organization who intends to sponsor any of the following construction or alterations must notify the Administrator of the FAA:

- (i) of any construction or alteration exceeding 200 feet above ground level;
- (ii) of any construction or alteration that is:

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- (a) within 20,000 feet of a public use or military airport which exceeds a 100:1 surface from any point on the runway of each airport with at least one runway more than 3,200 ft;
  - (b) within 10,000 feet of a public use or military airport which exceeds a 50:1 surface from any point on the runway of each airport with its longest runway no more than 3,200 ft; or
  - (c) within 5,000 feet of a public use heliport which exceeds a 25:1 surface;
  - (iii) of any highway, railroad or other traverse way whose prescribed adjusted height would exceed that above noted standards;
  - (iv) when otherwise requested by the FAA; and
  - (v) of any construction or alteration located on a public use airport or heliport regardless of height or location.

Examples of temporary construction of alterations include, but are not limited to batch plants, construction equipment (single point and areas), cranes, boom trucks, concrete pumps, drilling rigs, haul routes, staging areas, stock piles and temporary lights.

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## **PART C U.S. NAVY REFERENCE DOCUMENTS**

With respect to its work in the vicinity of the Navy Property, Design-Builder shall comply, at a minimum, with the requirements set forth in the following documents. The documents listed below shall not be construed as an exhaustive list of all requirements of the U.S. Navy that may apply to work in the vicinity of the Navy Property.

### **Section 1. Fence and Barrier Information**

- A. UFC 4-022-01 Entry Control Facilities Access Control Points
- B. UFC 4-022-02 Selection and Application of Vehicle Barriers
- C. UFC 4-022-03 Security Engineering: Fences and Gates

### **Section 2. Additional UFC References**

- A. UFC 3-201-01 Civil Engineering
- B. UFC 3-210-10 Low Impact Development
- C. UFC 3-260-01 Airfield and Heliport Planning and Design

### **Section 3. Department of the Navy Service Policy Requirements**

- A. NTTP 3-07.2.3 Law Enforcement and Physical Security
- B. OPNAVINST 5530.14 Navy Physical Security and Law Enforcement
- C. OPNAVINST 5530.13 Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&E)

### **Section 4. Surface Deployment and Distribution Command Transportation Engineering Agency (SDDCTEA) References**

- A. SDDCTEA Pamphlet 55-08 Traffic Engineering Studies Reference
- B. SDDCTEA Pamphlet 55-15 Traffic and Safety Engineering for Better Entry Control Facilities
- C. SDDCTEA Pamphlet 55-17 Better Military Traffic Engineering
- D. SDDCTEA Bulletin 18-02 Active Vehicle Barrier (AVB) Safety Schemes
- E. SDDCTEA Bulletin 18-04 Railroad Grade Crossings
- F. SDDCTEA Bulletin 18-05 Passive Barrier Systems

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**Section 5. Bird-Animal Aircraft Strike Hazard (BASH) Requirements**

- A. FAA Advisory Circular 150/5200-33B, dated August 28, 2007 (“Hazardous Wildlife Attractants on or near Airports”)
- B. NAVSTANORVA Instruction 8020 (“Bird/Animal Aircraft Strike Hazard Safety Program”)
- C. CNIC M-BASH dated January 2010 (“Commander Navy Installations Command: Bird/Animal Aircraft Strike Hazard (BASH) Manual”)
- D. Wildlife Hazard Assessment for Naval Station Norfolk, dated January 28, 2014
- E. Memorandum of Agreement Between the Federal Aviation Administration, the U.S. Air Force, the U.S. Army, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the U.S. Department of Agriculture to Address Aircraft-Wildlife Strikes, executed July 2003



**ATTACHMENT 1**  
**NAVY EASEMENT**

*[See attached]*

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All correspondence pertaining to this document should include reference to N62470-00-RP-00152

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, effective the 21<sup>st</sup> day of November, 1969, by and between the UNITED STATES OF AMERICA, acting by and through the Commander, Atlantic Division, Naval Facilities Engineering Command, under the direction of the Secretary of the Navy, hereinafter called the GOVERNMENT, and the VIRGINIA DEPARTMENT OF TRANSPORTATION, acting by and through its State Right of Way Engineer, hereinafter called the STATE,

WHEREAS, the Government owns that certain real property identified as the Norfolk Naval Air Station, Norfolk, Virginia, herein called the STATION; and

WHEREAS, the STATE has requested an easement for the construction, use, maintenance, repair, and replacement of storm sewers, a water main, inlet ditches, a sanitary sewer, and a controlled access Highway Right-of-Way, STATE Project 0064-122-101, RW-201, and RW-202 through the Norfolk Naval Air Station, hereinafter called the ROAD, such sections of ROAD extending from the vicinity of Mason's Creek at Granby Street to Willoughby Bay; and

WHEREAS, all or part of Route 64 has been designated as a Limited Access Highway in accordance with the provisions of Article 4, Chapter 1, Title 33.1, of the 1950 Code of Virginia, as amended;

WHEREAS, the GOVERNMENT prepared and executed a MEMORANDUM OF UNDERSTANDING dated 21 November 1969, as amended 22 December 1970, authorizing the STATE to initiate construction of said ROAD; and

WHEREAS, By Condition 1 of the MEMORANDUM OF UNDERSTANDING as amended, the GOVERNMENT would convey to the STATE an easement covering continued use, maintenance, repair, and replacement of said ROAD.

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, the GOVERNMENT hereby grants to the STATE, its representatives, successors and assigns, in perpetuity, an easement for the construction, use, maintenance, repair, and replacement of the ROAD identified as Route 64, on, over, under, and across that portion of the STATION described as follows:

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Being a tract or parcel of land in the name of the United States of America, Department of Navy, known as the Norfolk Naval Air Station, situate, lying and being in the City of Norfolk: Commencing at an iron pin located in the southwest corner of the intersection of 6th View Street and West Ocean View Avenue; thence, S52°48'00"E, 1,815.00 feet; thence, S37°12'00"W, 360.49 feet to the Point of Beginning thus established and along the following courses and distances: S52°48'00"E, 55.00 feet; thence, S37°12'00"W, 360.00 feet; thence, S44°19'30"W, 102.83 feet; thence, with a curve to the left, radius 205.00 feet, arc length 175.63 feet; thence, S06°53'19"W, 120.28 feet; thence, with a curve to the right, radius 2,351.83 feet, arc length 460.24 feet; thence, S14°11'40"W, 102.85 feet; thence, S20°25'56"W, 197.16 feet; thence, S14°22'55"W, 122.59 feet; thence, S05°57'48"W, 183.84 feet; thence, S44°32'35"W, 223.83 feet; thence, N41°07'15"W, 49.62 feet; thence, S48°07'53"W, 48.98 feet; thence, S12°37'00"E, 11.46 feet; thence, S41°52'08"E, 50.00 feet; thence, S48°07'53"W., 144.04 feet; thence, S40°40'03"E., 216.39 feet; thence, S56°01'52"W, 110.00 feet; thence, N39°42'10"W, 129.78 feet; thence, N10°47'18"E, 258.86 feet; thence, N09°30'24"E, 65.53 feet; thence, N08°37'44"E, 198.05 feet; thence, N81°22'16"W, 20.64 feet; thence, N06°53'54"E, 37.63 feet; thence, S81°22'16"E, 21.78 feet; thence, N08°37'44"E, 51.79 feet; thence, N01°27'36"E, 191.88 feet; thence, N09°24'59"W, 183.83 feet; thence, with a curve to the left, radius 2,804.79 feet, arc length 301.96 feet; thence, N21°17'53"W, 196.19 feet; thence, N55°55'18"W, 57.68 feet; thence, N01°49'05"W, 160.00 feet; thence, S88°10'55"W, 75.00 feet; thence, S01°49'05"E, 23.25 feet; thence, S87°17'48"W, 38.33 feet; thence, N02°35'18"W, 668.57 feet; thence, with a curve to the left, radius 1,188.24 feet, arc length 182.92 feet; thence, N40°38'17"W, 93.44 feet; thence, with a curve to the left, radius 1,178.24 feet, arc length 27.76 feet; thence, N51°54'03"E, 35.00 feet; thence, N34°23'09"W, 96.18 feet; thence, N46°36'00"W, 143.58 feet thence, with a curve to the left, radius 2,181.83 feet, arc length 333.20 feet; thence, N52°22'01"W, 95.93 feet; thence, with a curve to the left, radius 2,191.83 feet, arc length 172.15 feet; thence, S25°53'57"W, 30.00 feet; thence, with a curve to the left, radius 2,161.83 feet, arc length 28.30 feet; thence, N25°09'03"E, 30.00 feet; thence, with a curve to the left, radius 2,191.83 feet, arc length 181.71 feet; thence, N75°05'49"W, 191.04 feet; thence, with a curve to the left, radius 2,181.83 feet, arc length 95.20 feet; thence, N82°36'31"W, 190.89 feet; thence, N82°07'06"W, 324.23 feet to the GOVERNMENT'S west property line and to the mean low water line of

Willoughby Bay; thence, in an easterly direction along the mean low water line of Willoughby Bay, also designated as Route 64 north proposed right of way line, to a point located 194.00 feet left of ROAD A-1 baseline Station 10+86.00; thence, S21°31'33"W, 140.66 feet; thence, S43°35'57"E, 303.35 feet; thence, with a curve to the right, radius 2,356.83 feet, arc length 520.19 feet; thence, S25°17'59"E, 129.76 feet; thence, with a curve to the left, radius 95.00 feet, arc length 162.34 feet; thence, N55°46'53"E, 155.01 feet; thence, with a curve to the left, radius 1,203.24 feet, arc length 172.88 feet; thence, N37°12'00"E, 75.00 feet; thence, S52°48'00"E, 70.00 feet to the Point of Beginning, and comprising 40.750 acres, more or less, as shown outlined in RED on Sheet 501-2F of the plans for Route 64, State Highway Project 0064-122-101, RW-201 and RW-202, attached hereto as Exhibit "A", and recorded simultaneously herewith in the State Highway Plat Book 10, Page 1-6.

The GOVERNMENT does also hereby grant and convey unto the STATE, together with any and all easements of access, light or air incident to the lands of the GOVERNMENT abutting upon said Limited Access Highway, and/or upon any of its ramps, loops, or connections at and with intersecting highways, the line or lines along which said easements herein conveyed lie being described as follows:

Being as shown on Exhibit "A" and outlined in BLUE showing the limited access easement: From a point at the intersection of the southeast Willoughby Bay mean low water shore line and the northwest proposed right of way and the limited access lines of Route 64 approximately 194.00 feet left of Route 64 Ramp A-1 baseline approximate Station 10+86.00; thence, along said limited access line to a point approximately 130.00 feet left of Route 64 baseline approximate Station 256+50.60 and including connection with relocated Fourth View Street; and from a point at the intersection of the southeast Willoughby Bay mean low water shore line with the southwest proposed right of way and the limited access lines of Route 64 approximately 120.00 feet right of Route 64 baseline approximate Station 213+75.00; thence, along said limited access line to a point approximately 204.00 feet right of Route 64 Ramp A-2 baseline approximate Station 22+12.00; And from a point on the southwest proposed right of way and limited access lines of Route 64 approximately 80.00 feet left of relocated Fourth View Street baseline Station 33+50.00; thence, along said limited access line to a point approximately 125.79 feet right of Route 64 location centerline approximate baseline Station 261+24.33.

It is covenanted and agreed that this conveyance is made pursuant to the provisions of Article 4, Chapter 1, Title 33.1, of the 1950 Code of Virginia, as amended, which shall be a covenant running with the abutting lands of the GOVERNMENT, which abut upon the said Limited Access Highway, and/or upon any of its ramps, loops or connections at or with intersecting highways, along the said line or lines hereinabove described, as if said Article as amended were herein fully recited. Nothing herein contained shall be construed to convey any easement of access, light or air, incident to any lands of the GOVERNMENT abutting upon any highway other than said Limited Access Highway, ramps, loops, and connections, nor as denying the GOVERNMENT the right of ingress to and egress from any of the GOVERNMENT's lands which abut upon any service road now or hereafter constructed by the STATE to provide access to and from said Limited Access Highway.

NOW THEREFORE, the GOVERNMENT hereby grants to the STATE, its representatives, successors and assigns, in perpetuity, an easement for the construction, use, maintenance, repair, and replacement of the ROAD identified as Route 64, on, over, under, and across that portion of the STATION described as follows:

PARCEL 272: Being as shown and outlined in RED on Sheet 2E-2 attached hereto as Exhibit "B", and recorded simultaneously herewith in the State Highway Plat Book 10, Page 1-6, of the plans for Route 64, State Highway Project 0064-122-101, RW-202: Point of beginning lying at the point of intersection of the Grantor's northeast property line, also designated as southwest line of Ridgewell Avenue, with southwest property line, also designated as northeast line of First View Street; thence, along the following courses: S59°55'40"W, 391.14 feet; thence, N30°04'20"W, 10.00 feet; thence, with a curve to the left, radius 80.00 feet, arc length 70.40 feet; thence, N09°30'24"E, 424.47 feet; thence, N13°27'01"W, 46.81 feet; thence, S36°24'30"E, 413.57 feet to the point of beginning and comprising 1.860 acres, more or less.

PARCEL 172: Being as shown and outlined in RED on Sheets 10, 11, 12, and 13, attached hereto as Exhibits "C", "D", "E" and "F", and recorded simultaneously herewith in the State Highway Plat Book 10, Pages 1-6, of the plans for Route 64, State Highway Project 0064-122-101, RW-202: Point of beginning lying on the south side of Mason Creek at the intersecting point of the Grantor's northeast and northwest property lines, 139.06 feet right of Route 64 centerline Station 341+93.98; thence, along the following courses: S67°42'30"E, 282.08 feet; thence, N53°46'52"E, 88.01 feet; thence, N89°51'29"E, 23.82 feet; thence, S22°39'57"W, 1565.13 feet thence, S10°24'48"W, 1931.67 feet; thence, with a curve to the right, radius 1661.30 feet, arc length 176.02 feet; thence, S87°34'04"W, 237.12 feet; thence, N79°23'25"W, 45.62 feet; thence, N78°55'37"W, 31.00

feet; thence, N12°34'32"E, 196.06 feet; thence, N09°54'16"E, 211.75 feet; thence, with a curve to the right, radius 1884.86 feet, arc length 278.24 feet; thence, N12°34'32"E, 770.54 feet; thence N06°29'40"E, 857.02 feet; thence, N16°59'23"E, 170.27 feet; thence, S23°00'37"E, 106.00 feet; thence, N18°22'44"E, 872.48 feet; thence, N24°21'43"E, 337.38 feet to the point of beginning and comprising 27.470 acres, more or less.

The GOVERNMENT does also hereby grant and convey unto the STATE, together with any and all easements of access, light or air incident to the lands of the GOVERNMENT abutting upon said Limited Access Highway, and/or upon any of its ramps, loops, or connections at and with intersecting highways, the line or lines along which said easements herein conveyed lie being described as follows:

Being as shown on Exhibit "B" and outlined in BLUE showing the limited access easement: From a point on the Grantor's northeast property line, also designated as southwest line of Ridgewell Avenue approximately 147.00 feet right of Route 64 location centerline opposite approximate Station 280+96.00; thence, along said Limited Access Line to a point approximately 174.00 feet right of said centerline opposite approximate Station 285+30.00; AND ALSO on Sheets 10, 11, 12 and 13 of said plans, from a point on the southeast proposed right of way line and proposed limited access line of Route 64, 212.12 feet left of Route 64 location centerline opposite Station 341+14.63; thence, along said southeast proposed right of way and limited access lines to a point 237.12 feet left of Route 64 East Bound Lane baseline opposite Station 378+51.04; also from a point on the northwest proposed right of way line and proposed limited access line of Route 64, 139.06 feet right of Route 64 location centerline opposite Station 341+93.98; thence along said northwest proposed right of way and limited access lines to a point 31.00 feet left of Route 64 Ramp A-2 baseline opposite Station 27+67.00.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, use, repair, and replacement of the ROAD shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.
2. The STATE shall maintain the ROAD in good condition at all times and shall promptly make all repairs thereto needed to preserve a smooth-surface ROAD, and all repairs that may be necessary for the preservation of the condition of the STATION and the continued use and maintenance of the ROAD.

3. The GOVERNMENT will not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, use, replacement, and repair of said ROAD, nor for damages to the property of the GOVERNMENT, nor for damages to the property or injuries to the person of the GOVERNMENT's officers, agents, servants, or employees, or others who may be on said STATION at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under 20 U.S.C. 2671 et seq.

4. The STATE agrees that the GOVERNMENT, its officers, agents, and employees shall be released from all liability on all suits, claims, actions, or demands in any way related to or arising under the STATE's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the STATE's construction or use of the property, or after such use has ended.

5. A right in the GOVERNMENT to enter and leave the highway at any point along the abutting Government-owned land during any emergency declared by the President or the Congress. This right shall include the right to construct temporary direct entrances and exists, crossings at grade, or substandard grade-separation structures, including acceleration and deceleration lanes; provided that all such temporary facilities shall, subject to the availability of appropriations, be removed within a reasonable time after official termination of the emergency.

6. A right in the GOVERNMENT to construct, from time to time, grade-separation crossing structures or pedestrian crossing structures over or under the controlled-access highway at such points as may be deemed necessary, together with the additional right to cross over or under the right-of-way covered by the easement with utility lines and related facilities; provided, however, that such rights shall be exercised in accordance with regulations issued by the Secretary of Transportation and policies adopted by the Federal Highway Administrator.

7. All work in connection with the construction, maintenance, use, repair and replacement of the ROAD shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.

8. All rights granted to the STATE by the GOVERNMENT are effective only insofar as the rights of the GOVERNMENT in the affected property are concerned and shall be subject to all existing permits, easements, utilities, and roads located within the affected property, or as relocated therein. The STATE shall obtain from others such additional rights as may be necessary.

9. The GOVERNMENT'S property shall be protected at all times by adequate fencing and gates so that the security of the STATION may be maintained.

10. All property of the GOVERNMENT damaged or destroyed by the STATE incident to the construction, use, maintenance, repair, and replacement of said ROAD shall be promptly repaired, replaced, or relocated by the STATE to the satisfaction of and in accordance with plans and specifications to be approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.

11. The STATE shall protect all GOVERNMENT-owned and all private and public-owned utilities located within the ROAD. During any construction, maintenance, repair or replacement of said ROAD, the STATE shall minimize as much as possible all interruption to all utilities serving the GOVERNMENT.

12. The STATE shall insure that adequate access to and from the STATION is maintained at all times during any construction, maintenance, repair or replacement of the ROAD.

13. All or any part of this easement may be terminated upon failure by the STATE to comply with any of its terms and conditions: upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

14. No towers, structures, or other improvements or alterations in, or to, the easement area may be installed or accomplished without written concurrence from the Commander, Atlantic Division, Naval Facilities Engineering Command.

IN WITNESS WHEREOF, the GOVERNMENT, acting through the Department of the Navy, and the VIRGINIA DEPARTMENT OF TRANSPORTATION, acting through the State Right of Way Engineer, have caused this instrument to be executed.

UNITED STATES OF AMERICA

By Deborah N. Gates  
By direction of the Commander  
Atlantic Division, Naval  
Facilities Engineering Command  
Norfolk, Virginia 23511-2699  
acting under the direction of  
the Secretary of the Navy

STATE OF VIRGINIA )  
 ) To wit:  
CITY OF NORFOLK )

I, PATRICIA MOORE HANKINS a Notary Public for the State at Large, do hereby certify that DEBORAH N. GATES whose name as



such is signed to the foregoing Grant of Easement has this day acknowledged the same before me in the City and State aforesaid.  
Given under my hand this 12<sup>th</sup> day of JUNE, 1999

Patricia Moore Hankins  
Notary Public

My commission expires: 6-30-2001

VIRGINIA DEPARTMENT OF TRANSPORTATION

By David R. Gehr  
Title Commissioner

STATE OF VIRGINIA  
CITY OF Richmond

I, John E. Donley, a Notary Public for the State at Large, do hereby certify that DAVID R. GEHR whose name as such is signed to the foregoing Grant of Easement has this day acknowledged the same before me in the City and State aforesaid.  
Given under my hand this 2<sup>nd</sup> day of April, 1999.

John E. Donley  
Notary Public

My commission expires: April 30, 2000

INSTRUMENT # 000015930  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
6 July, 2000 AT 4:31 p:um  
ALBERT TEICH, JR., CLERK

BY: S. C. Jackson (DC)  
Simone C. Jackson