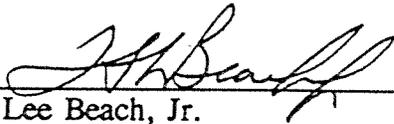


MEMORANDUM TO RECORD

SUBJECT: Determination for Grant of Easement to City of Hampton for improvements to Wythe Creek Road

Pursuant to the provisions of 14 CFR 1204.503(f), I hereby determine that:

1. The interest in real property to be conveyed to the City of Hampton for Improvements to Wythe Creek Road is not required for a NASA program.
2. The City's exercise of rights under the easement will not interfere with NASA operations.
3. Adequate consideration for granting the easement is provided by the City and no payment of money to the United States is required. The consideration is in the form of improvements in the traffic flow into and out of LaRC and construction, at no cost to the government, of a four-lane entrance to Langley Boulevard for connection with future road improvements to be made by LaRC.



H. Lee Beach, Jr.
Acting Director
NASA Langley Research Center

2/12/93
Date

STATE OF VIRGINIA)
)
CITY OF HAMPTON)

The United States of America, represented by the National Aeronautics and Space Administration (NASA) acting through the Director of the Langley Research Center, hereinafter "LaRC", pursuant to the authority of 40 USC 319 et. seq., as delegated to the Director, LaRC by the Administrator, NASA (NMI 8800.14; Title 14, CFR, Chapter V, Part 1204, Section 1204.503), hereby grants to the City of Hampton, hereinafter "City", its successors or assigns, an easement for a right of way for a road, associated site improvements, and traffic control systems, over, across, in, and upon lands of the United States described as follows:

All that certain lot, piece or parcel of land lying, being and situate in the City of Hampton, Virginia, containing 49,191 square feet, more or less, and being shown cross hatched and designated, "New Easement for Right-of-Way", on that certain plat entitled, "Plat Showing Easement for Right-of-Way Acquired From: United States of America, Property Located Along Wythe Creek Road, City of Hampton, Virginia", said plat being dated January 27, 1993, and prepared by James F. Whitley, P.E., City Engineer; a copy of which plat is attached hereto and by this reference made a part hereof.

It being a portion of the property conveyed unto the United States of America by FINAL ORDER VESTING TITLE in the matter of the United States of America v. 420.46 Acres of Land, More or Less, in Elizabeth City County, Virginia, and Robert S. Hudgins, Jr.; Helen N. Hudgins; A. W. Sinclair; W. E. Ennis; and J. F. Topping, et al, Miscellaneous No. 129, which order was entered September 18, 1950, and recorded September 21, 1950, in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 177, at page 200.

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

1. The construction, use, and maintenance of said road or street, including any drainage improvements and facilities, shall be performed without cost or expense to the United States. All permanent easements shall be monumented by the City. Any changes to the pre-approved (by LaRC) location plans and details of construction of the proposed road shall be provided to LaRC for approval prior to the implementation of those changes.

2. Drainage improvements for the new road shall be adequate to accommodate the surface runoff without impairment of natural or established drainage or causing ponding of storm water on LaRC property.

3. New traffic control lights shall be provided by the City at the intersection of the road herein authorized and LaRC's Langley Boulevard. These control lights shall be adequate to accommodate traffic flows to and from LaRC without undue delays or obstructions.

4. The City shall provide and maintain, within the easement herein provided, as an integral portion of the new road pavement and improvements, a divided four-lane intersection at LaRC's Langley Boulevard complete with 50-ft. edge radii and curbed traffic island as shown on Exhibit A.

5. Upon completion of construction, the City shall maintain said road in good condition at all times and shall promptly make all repairs needed to preserve a smooth-surface highway. LaRC shall mow the areas between LaRC's security fencing and the ditch bordering the Road and the City shall mow and otherwise maintain the areas between same ditch and the Road. Existing drainage facilities shall be maintained in good condition to permit effective drainage of LaRC property. Any blockage shall be promptly removed without cost to LaRC.

6. Any property of the United States damaged or destroyed by the City incident to the use and occupation of the said premises shall be promptly repaired or replaced by the City to the satisfaction of LaRC, or in lieu of such repair or replacement the City shall, if so required by LaRC pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

7. Protection of all existing improvements and utility lines, including but not limited to fences, and underground utilities and pipelines, which are crossed by and/or adjacent to the road-widening project, shall be assumed by the City during all road construction activities and subsequently during maintenance and/or repair activities for the road.

8. This instrument does not constitute a conveyance of the fee title to the easement property above described nor any minerals therein or thereunder, but covers only the right to construct, operate, maintain or repair a road and improvements, with rights incidental and appurtenant thereto, and for the purposes herein specified, together with the reasonable rights of ingress and egress.

9. It is understood that this instrument is effective only insofar as the rights of the United States in the property over which the said road is to be constructed are concerned, and that the City shall obtain such permission as may be necessary from the owners of any other existing rights and shall obtain such approvals as may be necessary from any cognizant regulatory agencies. All rights herein granted by LaRC are without warranty of title, either express or implied.

10. The United States shall not be responsible for damages to or loss of property or injuries to or death of persons which may arise from or be incident to the City's exercise of its rights or obligations under this easement, nor for damages to or loss of the property of the City, nor for damages to or loss of the property, or injuries to or death of the City's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the City shall hold the United States harmless from any and all such claims.

11. The United States shall not be responsible for damages to or loss of property or injuries to or death of persons which may arise from or be incident to the construction, maintenance and use of said road.

12. The easement herein provided for may be terminated in whole or in part, if there has been:

- a. A failure to comply with any term or condition of this grant;
- b. A nonuse of the easement for a consecutive 2-year period for the purpose for which granted; or
- c. An abandonment of the easement; or
- d. A determination by the Associate Administrator for Management Systems and Facilities, the Director of the Facilities Engineering Division at NASA Headquarters, or the Director of LaRC that the interests of the national space

program, the national defense, or the public welfare require the termination of the easement; and a 30-day notice, in writing, to the City that the determination has been made.

Written notice of such termination shall be given to the City by the Associate Administrator for Management Systems and Facilities, the Director of Facilities Engineering Division at NASA Headquarters, or the Director of LaRC and termination shall be effective as of the date of the notice. A termination pursuant to this paragraph shall be at no cost to LaRC.

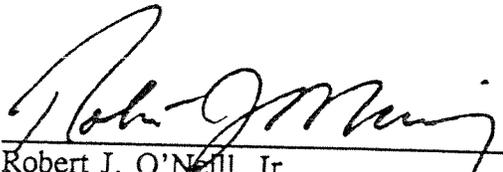
13. It is understood that the provisions of Conditions No. 1 and No. 6, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the City and any other agency of the United States with regard to financial aid to the City in connection with the construction, maintenance, or repair of the road described herein.

IN WITNESS WHEREOF, this grant of easement is executed this 9~~th~~ day of February, 1993.

FOR: UNITED STATES OF AMERICA

FOR: CITY OF HAMPTON


H. Lee Beach, Jr.
Acting Director
Langley Research Center


Robert J. O'Neill, Jr.
Manager
City of Hampton

2/9/93
Date

2/18/93
Date

STATE OF VIRGINIA)
)
CITY OF HAMPTON)

BEFORE ME, the undersigned, a Notary Public in and for the City of Hampton, State of Virginia, whose commission expires the 31st day of May, 1995, on this day personally appeared N. Lee Beach, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed said instrument on behalf of the United States of America, for the purposes and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL, this 9th day of February, 1993.

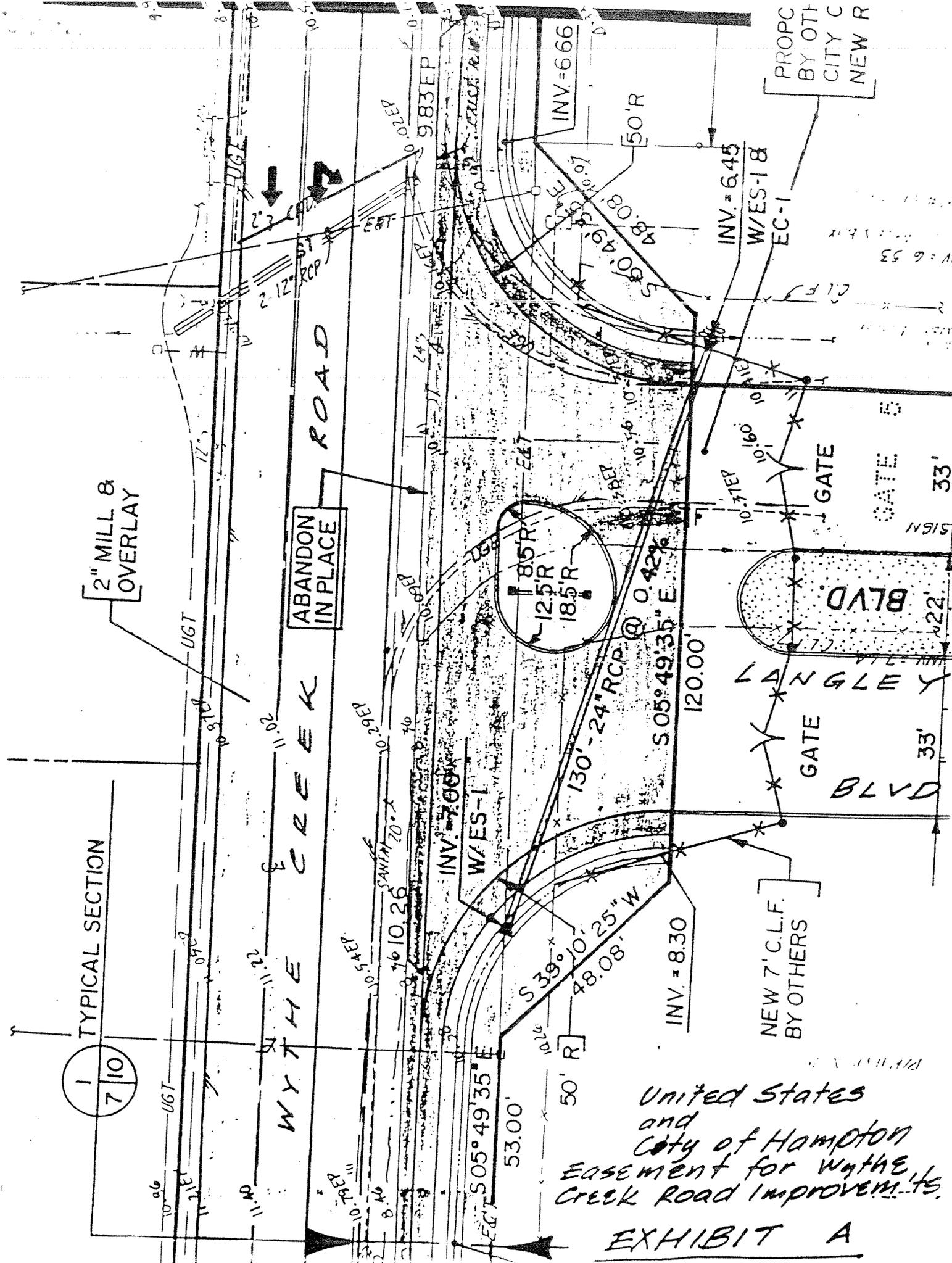
Virginia K. Anderson

STATE OF VIRGINIA)
)
CITY OF HAMPTON)

BEFORE ME, the undersigned, a Notary Public in and for the City of Hampton, State of Virginia, whose commission expires the 30th day of June, 1994, on this day personally appeared Robert J. O'Neill, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Hampton, and that he executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL, this 18th day of February, 1993.

Margaret B. Cord

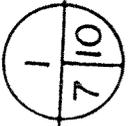


2" MILL & OVERLAY

ABANDON IN PLACE

PROPC BY OTT CITY C NEW R

TYPICAL SECTION



United States
and
City of Hampton
Easement for Wythe
Creek Road Improvements

EXHIBIT A

