

City of Harrisonburg, Virginia
Parcel No: 025-J-12A

This document prepared by:

Wesley D. Russ, Jr., Deputy City Attorney
VSB No:
409 South Main Street
Harrisonburg, VA 22801

Consideration:

Title Insurance in underwritten by: Unknown to Preparer

NOTE TO TITLE EXAMINERS: This deed contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

**DEED OF BARGAIN AND SALE AND RESERVATION OF HISTORIC
PRESERVATION EASEMENT AND ACCESS EASEMENT**

THIS DEED OF BARGAIN AND SALE, exempt from Grantor's recordation taxes pursuant to Code of Virginia (1950), as amended, § 58.1-811(C)(4), made this DATE of DATE, by and between the **CITY OF HARRISONBURG, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "Grantor"), and **PURCHASER NAME** (the "Grantee").

RECITALS:

1. Grantor is the owner in fee simple of real property commonly known as 301 South Main Street, situated in the City of Harrisonburg, Virginia and more particularly described in Exhibit A (the "Property").
2. Grantor desires to convey the fee simple title interest in the Property to Grantee.
3. Grantor desires to protect in perpetuity specific historical and architectural values of the Property by reserving a perpetual easement restricting the use and alteration of the Property (the "Historic Preservation Easement"), and Grantee is willing to accept the conveyance subject to this reservation.
4. Grantor reserves this Historic Preservation Easement pursuant to Code of Virginia (1950), as amended, §§ 10.1-1700, et seq. (the "Open-Space Land Act").

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the Grantee to the Grantor before the execution and delivery hereof, and other good and valuable consideration given, the receipt of which is hereby acknowledged, the City of Harrisonburg, a

Virginia municipal corporation, Grantor, does hereby grant and convey with Special Warranty of Title unto the said **BUYER**, Grantee, subject to the reservations of easements set forth below along with all easements, conditions, restrictions, and reservations of title, all of that real property, containing 9,552 square feet, more or less, together with all improvements thereon and all rights, privileges, appurtenances, and easements thereunto belonging or in anywise appertaining, known as 301 South Main Street and situate on the northwest side thereof, in the City of Harrisonburg, Virginia, and being more particularly described by metes and bounds along with a plat dated February 1, 2000, and prepared by the Division of Engineering of the City of Harrisonburg (the "Plat"), which said metes and bounds description and plat are attached to and made a part of a deed of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 1818, Page 279.

A copy of the ordinance directing this deed which was duly enacted by the City Council of the City of Harrisonburg at its regular meetings held on March 10, 2026, and March 24, 2026, is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior hereto.

This being the same real estate originally acquired by the Grantor by deed dated June 18, 1956, from Byrd Charles Willis and Louise R. S. Willis, husband and wife, recorded in the Clerk's Office of the Circuit Court of Rockingham County Virginia, in Deed Book 255, Page 205. The property was subsequently conveyed by the Grantor via Deed of Gift recorded in Book 1818, Page 279, subject to a right of reversion. Title reverted to and vested in the Grantor upon the failure of the conditions set forth in said Deed of Gift.

Reference is hereby made to the aforesaid instruments for further description and derivation of title.

RESERVATION OF HISTORIC PRESERVATION EASEMENT

Grantor hereby expressly reserves until itself, its successors and assigns, a perpetual historic preservation and open-space easement over the Property (the "Historic Preservation Easement"). This Historic Preservation Easement is perpetual and shall run with the land.

The following historic features exist on the Property as of the date of this Deed and are subject to the protection of this Historic Preservation Easement (the "Existing Historic Resources"):

1. Front porch (excluding existing steps and wheelchair ramp);
2. Exterior decorative wood detailing around windows and doors, exterior window frames, exterior trim around windows and roofline, and attic windows and roofline;
3. Exterior brick and chimneys;
4. Double-glass doors in the basement;
5. Interior fireplaces;
6. Original radiators;
7. Hardwood floors;
8. Decorative archways above doors and room entries; and

9. Primary staircase.

The condition of the Property and the Existing Historic Resources is documented in a Baseline Documentation Report containing photographs and descriptions on file in the City of Harrisonburg's City Manager's Office. This Baseline Documentation Report shall serve as a basis for monitoring compliance with the terms of this Historic Preservation Easement.

Grantee shall maintain, replace, repair, construct, or reconstruct the Existing Historic Resources as may be necessary to preserve them in substantially the same condition and state of repair or better as that existing on the date of this Deed. Grantee shall comply with the following specific treatment guidelines:

1. The footprint and architectural design of the front porch must be maintained. Routine maintenance, repair, and replacement of decking or floorboards, railings, and structural framing is permitted, provided the replacement materials are visually compatible with the historic design.
2. Exterior window frames and decorative wood detailing must be maintained; however, interior frames may be modified if necessitated by window upgrades. Additional insulation may be added, provided the exterior appearance of the attic windows and roofline remains unchanged.
3. Exterior brick must remain white or be restored to its natural color. No other colors or paint treatments shall be applied.
4. Chimneys must be preserved in their present appearance, except that the chimneys may be replaced where it is determined that any chimney is structurally unsound or unsafe.
5. All fireplaces must be maintained as currently designed. Stylistic changes are prohibited, though structural restoration and preservation are permitted.
6. The shape, style, and essential materials of the primary staircase must be preserved except that modifications for the purposes of meeting building code and accessibility standards.
7. Hardwood floors must be preserved as existing, except that individual planks may be replaced where water damage or trip hazards require remediation. Must be preserved in their existing configuration and appearance. In the event that portions of the flooring become damaged, degraded, or pose a safety hazard, Grantee may perform "in-kind" repairs or replacements. "In-kind" means the use of replacement wood that matches the species, grain pattern, board width, and thickness of the original flooring as closely as commercially possible.
8. Existing radiators must be maintained; however, to accommodate spatial reconfigurations, a minority of the existing radiators may be removed with prior written approval from the Grantor.

The existing building footprint shall generally remain the same. Notwithstanding the foregoing, the furthest west portion of the structure (presumed to be an old carriage house) may be demolished and removed from the Property upon written approval of the Grantor. Such approval shall not be unreasonably withheld, provided the Grantee submits documentation demonstrating the foundation is unstable. In the event of such demolition, Grantee may construct a new addition in the approximate location of the removed structure, subject to prior written

approval of the Grantor regarding the location, design, and exterior materials to ensure visual compatibility with the Existing Historic Resources.

Whenever Grantor's approval is required under this Historic Preservation Easement, Grantee shall submit a written request identifying the proposed activity, relevant plans and photographs, and an anticipated timeline. Grantee shall not commence the proposed activity without the Grantor's prior, written authorization.

Grantor, and its representatives and agents, shall have the right to enter upon the Property once per calendar year, upon not less than thirty (30) days' notice to Grantee, to inspect and document the condition of the Existing Historic Resources.

Grantor shall have the right to bring an action at law or in equity to enforce the covenants and restrictions contained in this Deed, including the right to require restoration of the Property, enjoin non-compliance, and recovery any damages arising from non-compliance.

Grantee shall notify Grantor in writing within no less than forty-five (45) calendar days prior to any transfer of fee simple title of the Property.

RESERVATION OF ACCESS EASEMENT

Grantor further reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement for public ingress and egress over and across the paved drive as more particularly shown on the Plat. Grantee, and its successors and assigns, shall retain the right to use the easement area for all lawful purposes, including but not limited to vehicular access and temporary standing for loading, unloading, or accepting deliveries, provided that such use does not unreasonably interfere with or obstruct the right of passage by Grantor and the public.

[Signature Page to Follow]

WITNESS the following signature and seal:

CITY OF HARRISONBURG
A Virginia municipal corporation

By: _____
Its: City Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this
____ day of _____, 2026, by ALEXANDER BANKS, VI, City Manager of
the CITY OF HARRISONBURG.

My commission expires _____

Notary Registration Number: _____

Notary Public

Office of the City Attorney, Harrisonburg, Virginia
Approved as to form:

By: _____
Chris Brown, City Attorney

City of Harrisonburg's Address:
409 South Main Street
Harrisonburg, VA 22801

Grantee's Address: