

City of Harrisonburg, Virginia
Parcel No: 26-B-5-5A

This document prepared by:
G. Chris Brown, City Attorney
VSB No: 31905
409 South Main Street
Harrisonburg, VA 22801

Consideration: \$ NONE

Title Insurance is underwritten by: Unknown to Preparer

THIS DEED OF EASEMENT, exempt from recordation taxes pursuant to Section 58.1-811(D)(3) and Section 58.1-811(C)(4) of the Code of Virginia, 1950, as amended, is made this 24th day of May, 2023, by and between the **CITY OF HARRISONBURG**, a Virginia municipal corporation, Grantor, and **WATER STREET INVESTMENTS, LLC**, a Virginia limited liability company, Grantee.

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 by the Grantee to the Grantor, before the execution and delivery hereof, and of other good and valuable consideration given, the receipt of all of which is hereby acknowledged, the City of Harrisonburg, a Virginia municipal corporation, Grantor, does hereby grant and convey, subject to all easements, restrictions, and reservations of record, unto Water Street Investments, LLC, a Virginia limited liability company, Grantee, a ten (10) foot wide private water line easement, more particularly shown on a site plan dated May 10, 2023 entitled “49 West Water St. Fire Line”, which is attached hereto as Exhibit 1.

This is a portion of and affects a portion of the real estate acquired by the Grantor by deed duly of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 5124, Page 415.

Waterline Easement

Easement for the purpose of installing, constructing, operating, maintaining, repairing, or replacing present or future water lines and other appurtenant facilities for the transmission and distribution of water through and across the property, said easement being more particularly shown on the attached Exhibit 1.

The above-described waterline easement is subject to the following conditions:

1. The waterline which is installed in the easement shall be and remain the property of the Grantee, its successors and assigns and the Grantee shall have the obligation to maintain and repair or replace the same at its expense.
2. The Grantee and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the Grantee shall be restored by backfilling of trenches and replacing surface conditions "in kind" to the identical condition before disturbance. Following the completion of the waterline, Grantee shall provide written notice to the City at least thirty (30) days prior to any work being performed in the easement, except in emergencies, in which case reasonable notice shall be provided under the circumstances, and shall secure a public access permit from the City of Harrisonburg Department of Public Works.
3. Pavement and sidewalk shall not be considered as presenting interference to the rights herein established.
4. Grantor reserves the right to make use of the easement herein granted, including as a parking lot and entrance, and any other use which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Grantee for the purposes named; provided, however, Grantor shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.

5. Any utilities that cross the easement on the horizontal plane at less than or equal to 45 degrees from perpendicular to the waterline shall be deemed not to interfere with the rights granted by this easement to the Grantee. The waterline in the easement granted herein shall be installed in strict compliance with the requirements of the City's Design and Construction Standards Manual.
6. The City shall have the right to require the Grantee, at Grantee's expense, to relocate the waterline to a different location upon 120 days written notice to the Grantee
7. This easement shall run with the land but shall terminate forty (40) years from the date of this easement unless renewed by the Harrisonburg City Council in accordance with then applicable Virginia law.

This easement shall be binding upon the Grantor, its successors and/or assigns, and shall inure to the benefit of the Grantee, its successors and assigns.

Reference is hereby made to the aforesaid deed for a more particular description and derivation of title to the real estate herein conveyed.

THE CITY OF HARRISONBURG

A Virginia municipal corporation

By: Alexander Banks VI, City Manager

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

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this ____ day of _____, 2023, by Alexander Banks VI, City Manager of the City of Harrisonburg, a Virginia municipal corporation, on behalf of said city.

My commission expires: _____.

Notary Registration No.: _____.

Notary