

**ORDINANCE CLOSING A PORTION OF WILSON AVENUE AND ACCEPTING
DEDICATION OF UTILITIES EASEMENTS AND OF RIGHT-OF-WAY ALONG A
PORTION OF MOUNT CLINTON PIKE**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HARRISONBURG,
VIRGINIA:**

That certain portion of Wilson Avenue containing 5,529 square feet, more or less, located in the CITY OF HARRISONBURG, to be indexed as Grantor and Grantee, be closed and vacated, subject to the below described dedication of right-of-way along Mount Clinton Pike and of general utility easements. Plats showing the street closing and dedications, prepared by Hal T. Benner, Land Surveyor, dated January 23, 2023 and entitled “LOT LINE VACATION OF 5,529 SQ. FT. OF WILSON AVENUE RIGHT-OF-WAY, THE DEDICATION OF 5,413 SQ. FT OF MT. CLINTON PIKE, AND A 10’ PUBLIC GENERAL UTILITY EASEMENT” (the “Plat”), attached hereto and made a part hereof.

That upon passage of this ordinance, the title to 5,529 square feet of a portion of Wilson Avenue to be closed and vacated as shown on the Plat shall be vested in NORTHSIDE DEVELOPMENT PARTNERS LLC, a Virginia corporation, owner of the adjoining parcel, to be indexed as Grantee and Grantor. The 5,529 square feet to be vested in Northside Development Partners LLC shall become a part of Tax Map Parcel 42-B-32.

That the conveyance to Northside Development Partners LLC shall be contingent upon recordation of this Ordinance and the associated Plat dedicating to the City of Harrisonburg the following: (1) 5,413 square feet of right-of-way, shown on the Plat as “5,413 SQ. FT. RIGHT-OF-WAY HEREBY DEDICATED AS PUBLIC STREET RIGHT-OF-WAY;” and (2) a public general utility easement, shown on the Plat as “10’ PUBLIC GENERAL UTILITY EASEMENT HEREBY DEDICATED TO PUBLIC USE,” for the purpose of installing, constructing, increasing, or decreasing the size, operating, maintenance, adding to, or altering present or future

utilities, including water, sanitary sewer, storm sewer, electric, natural gas, television cable, telephone cable or others as deemed utility by the City of Harrisonburg, said easement subject to the following conditions:

1. All utilities installed in the easement shall be and remain the property of the City, its successors and assigns.
2. The City 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; Grantor agrees that City or its agents can use existing gates or entrances for the most direct access to the easement, for inspection and/or repairs.
3. The City and its assigned utilities shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of said water mains, waterlines, and appurtenant facilities; provided, however, that the City and its assigned utilities at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easement.

4. Grantor reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City and its assigned utilities for the purposes named; provided, however, the Grantor shall comply with all applicable City ordinances and regulations. The Grantor shall not erect permanent buildings or structures within the easement except it be pavement or a fence or structure which can be readily moved.
5. This easement shall be perpetual and shall run with the land.
6. This easement shall be binding upon the Grantor, its successors and/or assigns and shall inure to the benefit of the utilities, its successors and assigns.

This ordinance shall be effective from the date of its passage.

ADOPTED and APPROVED this _____ day of _____, 2024.

MAYOR

ATTESTE:

CLERK OF THE COUNCIL