

Consideration: Exempt
Actual Value: Exempt

Tax Map No. 003-(A)-1

This deed is exempt from recordation tax pursuant to § 58.1-811(A)(3) and (C)(5) of the 1950 Code of Virginia, as amended.

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 2023 (the “Effective Date”), by and between **CITY OF HARRISONBURG**, a municipal corporation and political subdivision of the Commonwealth of Virginia, **Grantor**, and the **HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, **Grantee** (“HRRSA”).

WHEREAS, the Grantor is the owner of certain real property acquired by deed dated December 30, 1961, from Oscar I. Beery and Vertie E. Beery which deed is recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia (the “Clerk’s Office”) in Deed Book 293, at Page 147 (the “Property”); and

WHEREAS, in connection with HRRSA’s Sewer Line Improvement Project (the “Project”), the Grantor wishes to convey to HRRSA temporary and permanent easements over the Property.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, receipt acknowledged, the Grantor grants and conveys with Special Warranty of Title unto the Harrisonburg- Rockingham Regional Sewer Authority, a political subdivision of the Commonwealth of Virginia, and its successors and assigns, the following easements over the Property:

Insurance underwriter is: None
Return recorded deed to: HRRSA
Post Office. Box 8
856 North River Road
Mt. Crawford, Virginia 22841

1. A permanent utility easement, thirty feet in width, shown and described as “PERMANENT UTILITY EASEMENT” (the “Permanent Easement”) on the plat entitled “PLAT SHOWING: TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT ACROSS TMP 3-A-1 HARRISONBURG, VA”, dated January 11, 2023, which is attached to this Deed of Easement as Exhibit A (the “Plat”). The Permanent Easement is granted to HRRSA for the right and privilege to construct, operate, and maintain public facilities, including without limitation, sanitary sewer mains, pipes, lines, manholes, pumps, valves, building service laterals, and other related equipment, accessories, and appurtenant facilities (collectively, the “Facilities”) over, under, upon and across the Permanent Easement. HRRSA shall have the right of ingress and egress to inspect, replace, remove, repair, improve, and relocate the Facilities within the Permanent Easement, as well as the right to make such changes, alterations, substitutions, additions to or extensions of the Facilities as HRRSA may from time to time deem advisable. The Facilities shall remain the property of HRRSA.

2. A temporary construction easement, ten feet in width, (the “Temporary Easement”), located on each side of the Permanent Easement, as shown and described as the “TEMPORARY CONSTRUCTION EASEMENT” on the Plat. HRRSA shall have the right to use the Temporary Easement in connection with the installation and construction of the Facilities. The Temporary Easement shall terminate upon the completion of the installation of public facilities within the Permanent Easement.

The Permanent Easement and the Temporary Easement are collectively known as the Easements and are subject to the following conditions:

1. All Facilities which are installed in the Easements, except building service laterals, shall be and remain the property of HRRSA, its successors and assigns.

2. HRRSA shall have full and free use of the Easements for the purposes identified herein and shall have all rights and privileges reasonably necessary for the exercise of the rights granted in the Easements, including the right of access to and from the Easements across the Property. Grantor agrees that HRRSA may use existing gates or entrances for the most direct, but minimum impact, access to the Easements. In the event that such gates are locked and HRRSA does not have another reasonable means of access, HRRSA shall contact the Harrisonburg Police Department to request access. If access cannot be provided in a timely manner, or in case of an emergency, HRRSA may remove such lock and reimburse the owner for the reasonable cost of a replacement lock.

3. HRRSA shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut or prune trees or shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences,

structures, or other obstructions or facilities within or adjacent to the easements being conveyed, deemed by HRRSA to interfere with the proper and efficient installation, construction, operation, and maintenance of the Facilities, provided however that HRRSA will restore as nearly as reasonably possible, at its own expense and provided such restoration is consistent with HRRSA's use of the Easements, all land or premises disturbed by HRRSA's exercise of its rights within the Easements. Such restoration will include the backfilling of trenches and reseeded of lawn areas within the Easements. HRRSA shall not be required to repair or restore any structure, pavement, fencing, trees, or any other object deemed by HRRSA to interfere with HRRSA's use of the Easements and HRRSA shall have no obligation to repair or replace pavement or sidewalk not already existing within the Easements as of the Effective Date. Notwithstanding the above, HRRSA acknowledges that the installation of the Facilities across the Grantor's property will require the removal of several structures existing as of the Effective Date as an obstacle course located on such property. HRRSA shall replace the removed structures that existed as of the Effective Date upon completion of the installation of the Facilities.

4. Grantor reserves the right to use the portion of the Property subject to the Easements in any way that does not interfere with the rights herein granted or with HRRSA's use of the Easements. Grantor hereby agrees and covenants that Grantor will not, nor will any of Grantor's agents, assigns, employees, licensees, or any other person acting on Grantor's behalf or with Grantor's permission, cause damage to the Facilities or any obstruction of the Easements whatsoever. Without limitation, the following shall be deemed to be an impermissible obstruction of the Easements: the placing of any structure placed within the Easements, any activities which substantially alter the sub-surface depth of the Facilities, and causing rocks, boulders, other debris or heavy objects to fall upon or rest upon the Facilities. Notwithstanding the above, HRRSA agrees that the structures existing as of the Effective Date that are used as an obstacle course on Grantor's property shall not constitute an interference with HRRSA's use of the Easements or Facilities.

5. Grantor agrees to execute any additional documents required by any local, state, or federal agency for the purpose of fulfilling the purpose and intent of this Deed of Easement.

6. The Easements and covenants herein granted shall be perpetual, run with the land, be binding upon the Grantor and its successors and assigns and inure to the benefit of the Grantee and its successors and assigns.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. SIGNATURE PAGES FOLLOW.]

WITNESS the following signatures.

CITY OF HARRISONBURG, a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____(L.S.)
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, _____ the City of Harrisonburg, a municipal corporation and political subdivision of the Commonwealth of Virginia, on behalf of the company.

My commission expires: _____.
Notary Registration No.: _____.

Notary Public

The interest in real estate conveyed by this deed is accepted on behalf of the Harrisonburg-Rockingham Regional Sewer Authority by its Executive Director.

ACCEPTING on behalf of the Harrisonburg-Rockingham Regional Sewer Authority:

Gregory A. Thomasson, Executive Director

GRANTEE'S ADDRESS:
Post Office Box 8
856 North River Road
Mt. Crawford, Virginia 22841