

City of Harrisonburg, Virginia
Parcel No: 20 P 12

This document prepared by:
Wesley D. Russ, Jr., Assistant City Attorney
VSB # 90163
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 _____ day of February, 2019, by and between the **CITY OF HARRISONBURG**, a Virginia municipal corporation, Grantor, and **ERIC J. PYLE & BARBARA A. MCDONALD-PYLE**, 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 ERIC J. PYLE & BARBARA A. MCDONALD-PYLE, Grantee, a five (5) foot wide water easement and fifteen (15) foot wide water and sanitary sewer easement, more particularly described on the a plat dated January 22, 2019, by Hal T. Benner, Land Surveyor, entitled "PRIVATE WATER AND SEWER EASEMENT ON TAX MAP PARCEL 20 (P) 12 CITY OF HARRISONBURG HILLANDALE", which plat is attached hereto and made a part hereof.

Sanitary Sewer Line and Water Line Easement

Easement for the purpose of installing, constructing, operating, maintaining, repairing or replacing present or future sanitary sewer and water lines and other appurtenant facilities for the transmission and distribution of water and the collection of sanitary sewer and its transmission through and across the property, said easement being more particularly bounded and described on the Plat.

The above-described sanitary sewer line and water line easement is subject to the following conditions:

1. The sanitary sewer line and water line 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 sanitary sewer line and water line, Grantee shall provide written notice to the City at least thirty (30) days prior to work in the easement, except in emergencies, in which case reasonable notice shall be provided under the circumstances.
3. Pavement and sidewalk shall not be considered as presenting interference to the rights herein established.
4. Owner 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, the Owner 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 sanitary sewer or water line shall be deemed not to interfere with the rights granted by this easement to the Grantee. The sanitary sewer line and water line 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 sanitary sewer lien and water line to a different, mutually agreeable 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 Owner, its successors and/or assigns and shall inure to the benefit of the utilities, its successors and assigns.

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

THE CITY OF HARRISONBURG

A Virginia municipal corporation

By: Eric D. Campbell, 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 _____, 2019, by Eric D. Campbell, City Manager of the City of Harrisonburg, a Virginia municipal corporation, on behalf of said city.

My commission expires: _____.

Notary Registration No.: _____.

Notary