

PREPARED BY AND RETURN TO
HAMPTON CITY ATTORNEY'S OFFICE
TIMOTHY W. DREWRY (VSB #39558)
22 LINCOLN STREEET
HAMPTON, VIRGINIA 23669

EXEMPTED FROM RECORDATION TAXES UNDER
SECTIONS 58.1-811(A) (3) AND 58.1-811(C) (5) AND
CLERK'S FEES UNDER SECTIONS 17.1-266 AND 17.1-279.E

Consideration: \$1.00

LRSN: Portion of 1003141

THIS DEED OF EASEMENT FOR WATER PIPELINE is made this _____ day of _____, 2023, by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "Grantor") and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "Grantee"), whose mailing address is 2400 Washington Avenue, Newport News, Virginia 23607.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt whereof is hereby acknowledged, said Grantor does grant and convey unto the said Grantee, its successors and assigns forever, a non-exclusive easement for locating, placing, laying and maintaining water mains, pipes, laterals and appurtenances, through, along and under a certain strip of land (the "Easement") being variable in width and containing a total area of 4,637 ± square feet or 0.1065 ± acres, including the right of ingress and egress to the same, (the "Easement Area") described as follows:

All that certain easement shown by hatch marks, and designated as "WATER MAIN EASEMENT" on that certain plat entitled, "Plat of a Water Main Easement Projecting onto #1911 W. Pembroke Avenue Hereby Conveyed to the City of Newport News, VA by the City of Hampton, VA" dated August 14, 2023 and made by Randal J. Edwards, City Surveyor, a copy of which plat is attached hereto as Exhibit "A" and made a part hereof.

It being a portion of the same property conveyed to the Grantor herein by Deed recorded on December 5, 1986 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, as Instrument Number 860018770 (and in Deed Book 808 at page 75).

Provided, however, that in the event of the failure of the Grantee to use the Easement Area for the Easement for a continuous period of two (2) years, or in the event that it shall cease to use the Easement Area for the Easement for a continuous period of two (2) years, all rights and privileges hereunto granted to the Grantee shall terminate, the burden on the Grantor's property shall be released, and the full right of use shall revert back to the Grantor, its successors and assigns.

Grantor reserves the right to use the Easement Area in a manner that does not unreasonably interfere with the exercise of the rights granted to Grantee herein, does not injure its pipes, lines, or meter, nor contaminate the potable water contained therein, however, Grantor shall not construct any building, structures, or other obstructions to Grantee's access to its facilities within the Easement Area. The grant of this Easement shall be subject to any easement and restrictions of record recorded prior hereto. Grantor may grant additional easements within the Easement Area for any purpose not inconsistent with the Easement conveyed hereby to Grantee, including, but not limited to, the right to construct, install, operate and maintain telephone, electric or other utility lines (the "Additional Lines") in the Easement Area, provided that any such Additional Lines do not interfere with or endanger the construction, operation or maintenance of Grantee's facilities in the Easement Area, including proper vertical separation of any sewer lines. Grantor shall be responsible for the reasonable repair of any damage caused by it to Grantee's facilities in the Easement Area caused by any Additional Lines installed in the Easement Area pursuant to easements granted by Grantor after the date hereof. Grantee shall be responsible for the reasonable repair of any damage caused to Grantor's adjacent property arising from Grantee's use of the Easement and activities in and around the Easement Area. Grantee agrees to restore any such property that it has damaged to a condition that is as close as reasonable possible to the same condition that existed prior to the damage.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns forever, subject to the conditions, restrictions and limitations herein contained, all and singular the full rights and privileges aforesaid, together with the permitted and reasonable use of the aforesaid Easement Area for the purpose of locating, laying, and maintaining its pipe and laterals as aforesaid and at all reasonable and seasonable times of repairing, replacing, and refitting the same, with full right of egress and ingress from, to and upon said Easement Area, for the purposes named herein. Grantee shall exercise such right of ingress and egress in such a manner as shall not unreasonably interfere with Grantor's use of the Grantor's remaining property.

By execution of this instrument, the Grantor acknowledges that the plans for the Easement as it affects the Grantor's property have been fully explained to the Grantor.

WITNESS the following signatures:

CITY OF HAMPTON, VIRGINIA

By: _____
Mary B. Bunting, City Manager, or Designee

ATTEST:

Clerk or Designee

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mary B. Bunting, City Manager, or Designee, and Katherine K. Glass, Clerk, or Designee. They are personally known to me.

Notary Public

My commission expires: _____
Notary Registration #: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL SUFFICIENCY:

Hampton Department of Public Works

Deputy City Attorney
Hampton City Attorney's Office

[SIGNATURES CONCLUDE ON FOLLOWING PAGE]

**ACCEPTED ON BEHALF OF THE
CITY OF NEWPORT NEWS:**

Newport News City Manager or Designee

APPROVED AS TO LEGAL FORM:

Newport News City Attorney's Office

EXHIBIT "A"

PLAT TO BE ATTACHED