

PREPARED BY AND RETURN TO:

Veronica E. Meade (VSB No. 66727)
Hampton City Attorney's Office
22 Lincoln Street
Hampton, VA 23669

Consideration: \$0.00

Portions of LRSNs: 7000117, 7000118, 7000119
7000120, 7000121, 7000122
7000123

EXEMPT FROM RECORDATION TAXES UNDER
VA. CODE §§ 58.1-811(A)(3) AND 58.1-811(C)(5)
AND CLERK'S FEES UNDER VA. CODE § 17.1-266

DEED OF SANITARY SEWER EASEMENT DEDICATION

THIS DEED OF SANITARY SEWER EASEMENT DEDICATION made this ____ day of _____ 2016, by and between the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669 (the "Grantor") and HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia, with a mailing address of Post Office Box 5911, Virginia Beach, Virginia 23471-0911 ("Grantee").

WITNESSETH:

That in and for mutual benefit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor dedicates, grants, and conveys unto Grantee and its successors and assigns, with SPECIAL WARRANTY, and Grantee accepts the perpetual right, privilege, and sanitary sewer easement, for the purpose of construction, installation, repair, maintenance, use of and access to underground wastewater and/or water reuse force mains and/or gravity mains, together with above and/or below ground equipment, accessories, and appurtenances thereto, sewer facilities, systems, and equipment (the "Facilities") in, under, upon, over, along, and across the lands and property of Grantor, including the right of ingress and egress to the same (the "Easement"), being more particularly described as follows:

PERMANENT SANITARY SEWER EASEMENT:

All that certain lot, piece, or parcel of land containing 5,241 square feet (0.1203 acre), more or less, situate, lying, and being in the City of Hampton, Virginia, and being designated as "SANITARY SEWER EASEMENTS, AREA OF EASEMENTS: 5,241 S.F. 2;; 0.1203 AC. :!:" as shown on that certain plat entitled: "PLAT SHOWING SANITARY SEWER EASEMENTS LOCATED AT 1505, 1507, 1509,

1511, 1513, 1515 N. ARMISTEAD AVENUE, & FREEMAN DRIVE, HAMPTON, VA, CONVEYED TO HAMPTON ROADS SANITATION DISTRICT FROM THE CITY OF HAMPTON, VA," said plat bearing a date of April 21, 2016 and signed April 21, 2016 by Walter B. Crockett, L.S., City Surveyor, City of Hampton Public Works Engineering, 22 Lincoln St., Hampton, VA 23669. Aforementioned plat attached hereto as Exhibit "A" for reference and is part of this legal description and Deed.

Together with all right, title and interest of Landowner, if any, in and to any and all easements, rights-of-way, private roads and other rights-of-way, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the above-described properties located at 1505, 1507, 1509, 1511, 1513, and 1515 N. Armistead Avenue and Freeman Drive (the "Properties"), subject, however, to any and all restrictions and easements of record affecting the Properties.

(The Permanent Sanitary Sewer Easements shall be referred to herein as "Easement Area").

This Easement is subject to the following conditions and provisions:

A. The Facilities existing or constructed on or under the Easement Area shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said Easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment, and Facilities shall comply with all applicable laws, ordinances, codes, and regulations.

B. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor. Grantee shall exercise such right in such manner as shall not occasion injury and inconvenience to Grantor. Any disturbance of the premises by the Grantee or its employees, agents, and/or contractors will be restored by Grantee as nearly as practicable to its preconstruction condition. This restoration includes paving, fences, backfilling of trenches, grass, reseeding, replacing or replanting landscaping, and removing trash and/or debris. Trees, shrubs, and ground cover shall be replaced with immature landscaping.

C. Grantee shall have the right to trim, cut, and remove trees, shrubbery, or other obstructions which interfere with or threaten the efficient and safe operation, construction, and maintenance of the Facilities. Grantee shall remove for disposal all brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area.

D. Grantor and its successors and assigns may use the Easement Area for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities. Grantor shall not place any permanent improvements within the Easement Area without permission of Grantee, its successors, and/or assigns, including but not limited to houses, buildings, pools, sheds, signs, or similar permanent structures. Grantor may install fences, driveways, pavement, and landscaping (trees and shrubs shall be varieties that will not exceed 20 feet tall at maturity).

E. It is understood and agreed that the consideration paid to Grantor in connection herewith constitutes payment in full for the property hereby conveyed and for damages, if any, to the residue or other property of Grantor resulting from the project and use made of the property conveyed.

F. Notwithstanding the foregoing, should the property on which the Easement Area lies be subdivided, access rights to the Easement shall be along the publicly dedicated streets within the said subdivision as far as practical, and then the access shall be on subdivided lots within the subdivision which shall efficiently provide access for Grantee's purposes as herein enumerated.

G. Grantor covenants that Grantor has the right to convey the Easement Area dedication to Grantee, that Grantor has done no act to encumber the same except as mentioned herein; that Grantee shall enjoy quiet possession of the Easement Area, free from encumbrances, and that Grantor will execute such further assurances as required for the Easement dedication.

H. The persons who have executed this Deed of Sanitary Sewer Easement Dedication represent and warrant that they are duly authorized to execute this document in their representative capacities as indicated.

WITNESS the following signatures and seals all as of the day and year first written above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

GRANTOR:

CITY OF HAMPTON, VIRGINIA,
a municipal corporation of the Commonwealth
of Virginia

By: _____
City Manager / Authorized Designee

COMMONWEALTH OF VIRGINIA
City of Hampton, to wit:

The foregoing Deed of Sanitary Sewer Easement Dedication was acknowledged before me this _____ day of _____, 2016, by _____, City Manager or Authorized Designee on behalf of the City of Hampton, Virginia. She/He is known to me personally.

Notary Public

My commission expires: _____
Registration number: _____

Approved as to Content:

Approved as to Form and Legal Sufficiency:

By: _____
Department of Public Works

By: _____
Deputy City Attorney

Deed of Sanitary Sewer Easement Dedications located at
1505, 1507, 1509, 1511, 1513, 1515 N. Armistead Avenue & Freeman Drive, Hampton
Portions of LRSNs: 7000117, 7000118, 7000119, 7000120, 7000121, 7000122, 7000123

IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on July 26, 2016.

GRANTEE:

ACCEPTED:
HAMPTON ROADS SANITATION DISTRICT,
a political subdivision of the
Commonwealth of Virginia

By 
Edward G. Henifin, P.E., General Manager

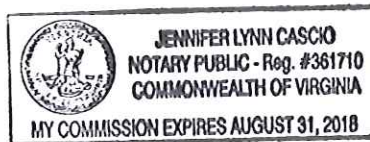
COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

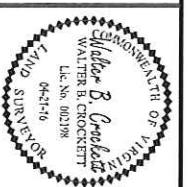
I hereby certify on this 5th day of August, 2016, that Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District, acknowledged the foregoing Deed of Sanitary Sewer Easement Dedication before me. He is personally known to me.


Notary Public

My commission expires: 8/31/18

Registration No.: 361710





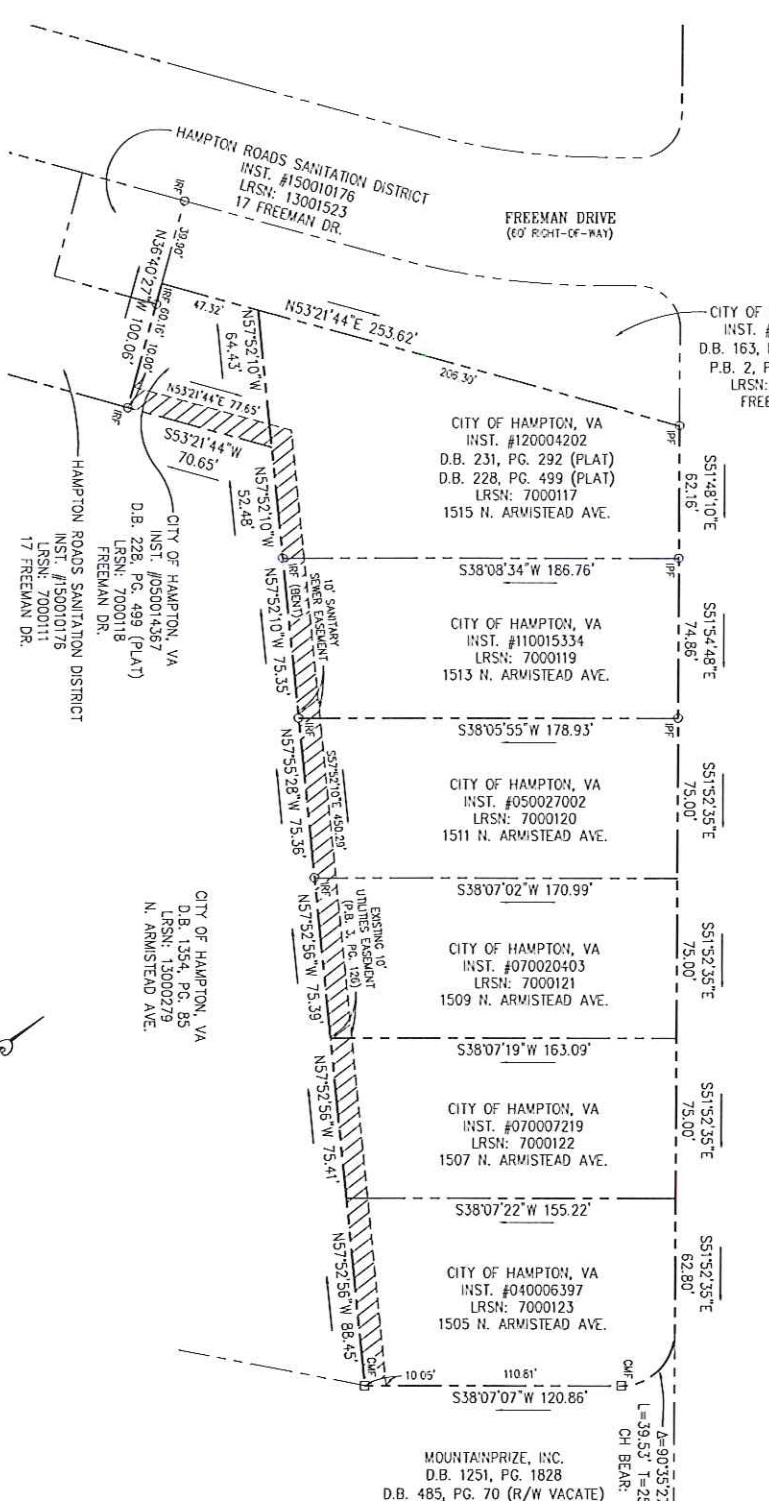
**Plat Showing
Sanitary Sewer Easements**
Located at 1505, 1507, 1509, 1511, 1513, 1515
N. Armistead Avenue & Freeman Drive,
Hampton, VA
Conveyed to Hampton Roads Sanitation
District
From The City of Hampton, VA

CITY SURVEYOR - W.B. CROCKETT, L.S.
CITY OF HAMPTON - PUBLIC WORKS ENGINEERING
22 LINCOLN ST., HAMPTON VA 23659

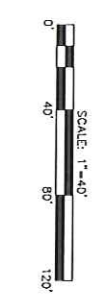
SURVEY BY: W.B. CROCKETT, L.S.
CALC BY: W.B. CROCKETT, L.S.
DRAWN BY: R.L. DWARDES
CHECK BY: W.B. CROCKETT, L.S.

DATE: 21 Apr 2016
SCALE: 1" = 40'
SHEET: 1 of 1

N. ARMISTEAD AVENUE
(WIDENED WITH RIGHT-OF-WAY)
RTE. 134



- NOTES:**
1. THE LAND BOUNDARY SURVEY SHOWN HEREON IS BASED UPON A CURRENT FIELD SURVEY.
 2. A CURRENT FILE RECORD WAS NOT FORWARDED FOR THIS SURVEY.
 3. ALL DISTANCES AND BEARINGS ARE BASED UPON THE CITY OF HAMPTON, VA AND ALL MATTERS OF PUBLIC RECORD.
 4. PROPERTY IS SUBJECT TO RIGHTS OF WAY, EASEMENTS, COVENANTS AND ALL MATTERS OF PUBLIC RECORD.
 5. CITY OF HAMPTON SANITARY SEWER AND DRAINAGE EASEMENTS (P.B. 1, PG. 129) ARE EXTINGUISHED BY DOCTRINE OF MERGER.
- ADDITIONAL REFERENCES:**
- P.B. 2, PG. 72
 - P.B. 3, PG. 109
 - P.B. 1, PG. 129



DISCLAIMER FOR ELECTRONICALLY TRANSMITTED DOCUMENTS:

THE ORIGINAL SIGNED VERSION OF THIS PLAN IS ON FILE AT THE CITY OF HAMPTON PUBLIC WORKS ENGINEERING DEPARTMENT, 22 LINCOLN STREET, HAMPTON, VIRGINIA. NEITHER THE CITY OF HAMPTON NOR THE LICENSED LAND SURVEYOR ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR FOR ANY SUBSEQUENT CHANGES TO THE INFORMATION OR DATA SHOWN ON THE ORIGINAL SIGNED VERSION WHICH ARE NOT MADE BY THE LICENSED LAND SURVEYOR OR THOSE WORKING UNDER HIS DIRECT CONTROL AND PERSONAL SUPERVISION.

Vertical curve survey/plan/2016 05/04/2016 11:00 AM 1/10/16/2016 11:00 AM 1/10/16/2016 11:00 AM