

Prepared by: Max Hlavin, VSB 86066
101-D Mounts Bay Road
Williamsburg, VA 23185

Return to: James City Service Authority
119 Tewning Road
Williamsburg, VA 23188

Tax Parcel Number(s): 4640100012

Title Insurance Co.: N/A
Consideration: \$10.00

**RECORDATION TAX IS EXEMPT PURSUANT TO THE CODE OF VIRGINIA, 1950,
AS AMENDED, SECTION 58.1-811(A)(3), (C)(4), AND (C)(5).**

**DEED OF EASEMENT
UTILITY EASEMENT**

This DEED OF EASEMENT made this _____ day of _____, 2020, by and between JAMES CITY COUNTY, VIRGINIA, hereinafter referred to as "Grantor," and the JAMES CITY SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "JCSA" or the "Grantee."

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does grant and convey with SPECIAL WARRANTY unto Grantee the following rights in and to certain real property situate, lying and being in James City County, Virginia, to-wit (the "Easement"):

The privilege and easement, in perpetuity as indicated on the attached plat to construct, lay, maintain, repair, inspect, improve, replace, and alter, and at will remove within the permanent easement hereinafter described works and systems for the distribution of sewage, water, and related services over, upon, across, and under property of Grantor, said permanent easement being further described as "CENTERLINE 20' WATERLINE EASEMENT HEREBY GRANTED TO JCSA 11,853 SQ. FT." on a certain plat entitled, "Plat Showing Waterline Easement To Be Conveyed by James City County to James City Service Authority," dated June 2, 2020, made by VHB, a copy of which is attached hereto and made a part hereof, and to which reference is here made to a more accurate description of the easement herein conveyed.

Being a portion of the same real estate conveyed to Grantor by deed recorded December 20, 2006 as Instrument Number 060031151 in the Office of the Clerk of the Circuit Court of the City of Williamsburg and the County of James City.

The further terms and conditions of this grant are as follows:

1. Upon acceptance by JCSA consistent with the Regulations Governing Utility Service, the facilities existing or constructed on or under the Easement (the "Facilities") shall become and 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 the 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.

2. Grantee has the right, but not obligation, to trim, cut, remove, and clear all trees, limbs undergrowth, and any and all other obstructions within the Easement that may in any manner, in the Grantee's sole discretion, endanger or interfere with the proper and efficient construction or operation of the Facilities. Grantee shall have all other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the Easement for the aforesaid purpose.

3. Grantor may use the Easement for any purpose not inconsistent with the rights hereby granted; provided, however, that such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and 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 without the written permission of Grantee; including, but not limited to, housing, buildings, pools, sheds, fences, signs,

or similar permanent structures. Grantor may install curbing and pavement in the Easement. Grantor shall not plant trees or other landscaping closer than ten (10) feet from the Facilities. Any increase in costs to access the Easement suffered by Grantee due to prohibited structures or landscaping shall be chargeable to Grantor.

4. Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the Easement and rights herein granted. Any disturbance of the Easement by Grantee or its contractor will be restored by Grantee as nearly as practicable to its prior condition. This includes paving, backfilling of trenches, grass, reseeding, and removal of trash or debris; however, it does not include replacement of structures or landscaping.

5. The rights and responsibilities conveyed by this deed shall be binding on Grantor, Grantee, and their heirs, successors, and assigns.

Grantor further covenants that it has the right to convey the Easement, and that Grantee shall have quiet and peaceful enjoyment and possession of the Easement.

Grantor and Grantee understand that both parties to this Deed of Easement are represented by the James City County Attorney's Office and acknowledge they have been informed by counsel of the potential conflicts that may arise from such common representation and, by execution of this deed, consent to such common representation.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures and seals:

Execution of this Deed of Easement was authorized by resolution adopted on July 14, 2020 by the Board of Supervisors of James City County, Virginia.

GRANTOR: JAMES CITY COUNTY, VIRGINIA

Scott Stevens, County Administrator

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Scott Stevens as County Administrator of the County of James City, Virginia.

Notary Public

My commission expires on _____.

My commission number is: _____

Approved as to form:

County Attorney

GRANTEE: JAMES CITY SERVICE AUTHORITY,

By: _____ (SEAL)
Doug Powell, General Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Easement was acknowledged before me by Doug Powell, as General Manager of the JAMES CITY SERVICE AUTHORITY, the Grantee, on this ____ day of _____, 2020.

Notary Public

My commission expires: _____

Notary registration number: _____

Approved as to form:

County Attorney