

THIS DEED OF EASEMENT, made this 1st day of May, 1998, by and between MARY E. HADDEN, a widow, Grantor, hereinafter referred to as "Landowner," and the COUNTY OF YORK, VIRGINIA, Grantee, hereinafter referred to as "County".

W I T N E S S E T H :

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty to the County and its successors and assigns forever the following property:

An exclusive permanent utility easement and a temporary construction easement (the singular term "easement" when used hereinafter to include the plural if applicable) for the installation, maintenance, operation, and repair of utility lines, pipes, and facilities connected therewith, which easements are beneath, upon, and over strips of land, which are shown and designated as a "15' Permanent Utility Easement" and a "10' Temporary Construction Easement" on a certain plat entitled "PLAT OF EASEMENT CONVEYANCE FROM: MARY E. HADDEN, TO: COUNTY OF YORK, VIRGINIA, PROJECT: OLD LAKESIDE/PATRICKS CREEK SEWER PROJECT," dated April 13, 1998 and made by AES Consulting Engineers, attached hereto, to which plat reference is hereby made for a more particular description of the easements hereby conveyed.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or

BK1021PC0170

for the County shall be and remain the property of the County and no charge shall at any time be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.

2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter and install such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient

DK1021PG0171

construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by

BK1021PG0172

the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of York County or any portion

BK1021PG0173

thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. The County may from time to time grant the right to others to locate facilities serving the public within the easement hereby conveyed, including but not limited to electric, telephone or gas utility facilities.

That this instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signatures and seals:

Mary E. Hadden (SEAL)
MARY E. HADDEN

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, John B. August, Jr., a Notary Public for the Commonwealth of Virginia at large, do hereby certify that Mary E. Hadden, whose name is signed to the foregoing deed bearing date of the 1st day of May, 1998, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 10th day of June, 1998.

John B. August, Jr.
Notary Public

My commission expires: 3-31-00

BK1021PG0174

Approved as to form:

William M. Schenck
County Attorney 10 June 98

The County of York, Virginia, acting by and through its County Administrator, he being thereto duly authorized by Resolution No. R89-28, adopted by the York County Board of Supervisors on the 19th day of January, 1989, does hereby accept the conveyance of the interest in real estate made by this deed.

COUNTY OF YORK, VIRGINIA

By: [Signature]
County Administrator

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, LISA K. COOPER, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that Daniel M. Stuck, County Administrator, whose name is signed to the foregoing deed bearing date of the 1st day of May, 1998, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 12th day of JUNE, 1998.

[Signature]
Notary Public

My commission expires: April 30, 2002

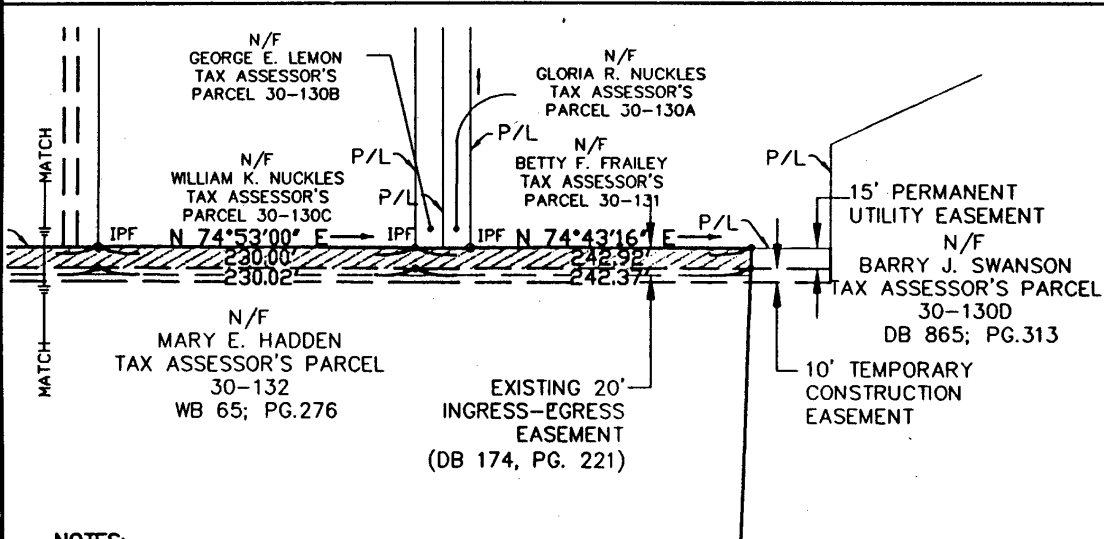
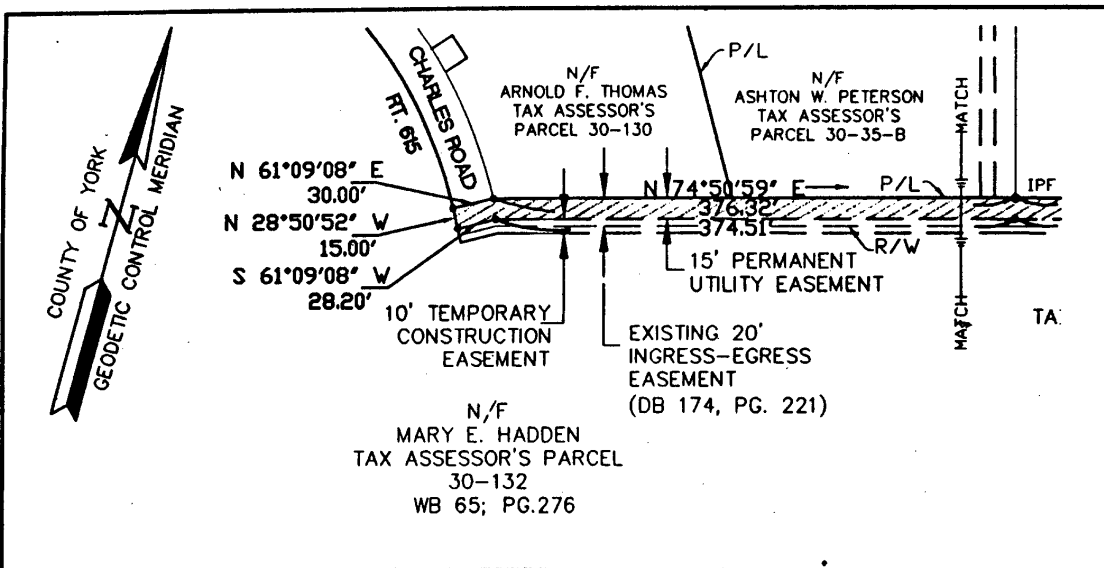
Virginia: County of York-to-wit:

In the Clerk's Office of the Circuit Court for the County of York, the 17th day of June 19 98
This deed presented with the certificate annexed and admitted to record at 11:02 o'clock P M
The taxes imposed by Section 58.1-801, 802 & 814 of the Code of Virginia have been paid.

State Tax \$ _____
Local Tax \$ _____
Additional Tax \$ _____

Teste: Nancy B. Kane, Clerk
By: [Signature] Deputy Clerk

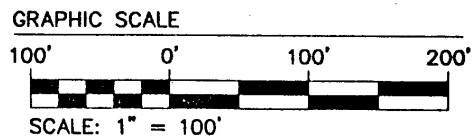
BK1021PG0175



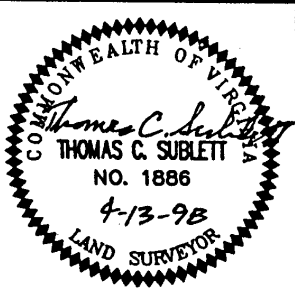
NOTES:

1. TOTAL PARCEL AREAS AS SHOWN WERE TAKEN OR CALCULATED FROM RECORD AND OTHER AVAILABLE INFORMATION.
2. PROPERTY LINES AS SHOWN ARE BASED UPON RECORD AND OTHER AVAILABLE INFORMATION AND DO NOT REPRESENT A RESURVEY OF THE BOUNDARIES. THIS PLAT IS INTENDED FOR EASEMENT PURPOSES ONLY.
3. TEMPORARY CONSTRUCTION EASEMENT TO BE ABANDONED UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES.

AREA WITHIN PERMANENT UTILITY EASEMENT	0.302 AC.±
AREA WITHIN TEMPORARY CONSTRUCTION EASEMENT	0.201 AC.±
TOTAL AREA OF TAX PARCEL 30-132	17.000 AC.±



04-22-98-16:25 81951P33



References:

Notes:

PLAT OF EASEMENT CONVEYANCE
 FROM: MARY E. HADDEN
 TO: COUNTY OF YORK, VIRGINIA
 PROJECT: OLD LAKESIDE/
 PATRICKS CREEK SEWER PROJECT

Date: 04/13/98	Scale: 1"-100'	Job No: 8195-33
5248 OLDE TOWNE ROAD, SUITE 1 Williamsburg, Virginia 23188 (757) 253-0040 FAX (757) 220-8994		