

2015

150015759-01

150015759

THIS DEED IS EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTIONS 58.1-811A(3), AND 58.1-811C(3), OF THE CODE OF VIRGINIA, 1950, AS AMENDED

Tax Parcel No. 2410100011

Consideration: \$10.00

DEED OF EASEMENT

This DEED OF EASEMENT is dated the 3rd day of Aug 31, 2015, by and between L. WALLACE SINK, TRUSTEE, ON BEHALF OF THE DAVID W. WARE MARITAL TRUST, hereinafter called "Grantor," and THE COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter called "Grantee."

WITNESSETH

That for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the right, privilege, and easement of right-of-way, for the purpose of providing stream restoration and stormwater management, over, under, upon and across the lands of the Grantor situated in the County of James City, Virginia, said easements being shown on a plat dated April 22, 2015 and prepared by Landtech Resources, Inc., titled "PLAT SHOWING PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT FROM L. WALLACE SINK, TRUSTEE OF THE MARITAL TRUST UNDER THE WILL OF DAVID W. WARE, DECEASED (ON PARCEL ID: 2410100011) TO JAMES CITY COUNTY", which is attached to and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated October 14, 1994 and recorded on November 17, 1994 in the Clerk's Office, Circuit Court of the City of Williamsburg and County of James City, Virginia, in Deed Book 715, Page 97; said easements being further described as follows, to wit:

TEMPORARY CONSTRUCTION EASEMENT HEREBY CREATED, 32,005 S.F./0.7347 AC.

PERMANENT DRAINAGE EASEMENT HEREBY CREATED, 10,027 S.F./0.2302 AC.

Prepared by/Return to:

Allison A. Kotula, Esq. Bar # 84065
Assistant County Attorney
101-D Mounts Bay Road
Williamsburg, VA 23185
(757) 253-6612

Added to m by deed

These easements are subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

A. The facilities constructed 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 easements 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. Upon completion of any activity by Grantee upon the Temporary Construction Easement Hereby Created, Grantee shall restore the temporary easement as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance, or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said easement and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.

C. Grantee shall have the right but not responsibility to trim, cut, and remove trees, shrubbery, or other natural obstructions on, under, or over the easements which interfere with or threaten the efficient and safe operation, construction, or maintenance of said facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from the Grantee cutting, trimming, or clearing shall be removed from lands of Grantor and disposed by Grantee.

D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents, or contractors. Grantee shall notify Grantor immediately of any such injury and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an ongoing hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.

E. Grantor, its successors and assigns, may use said right-of-way 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 Grantee's facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of said facilities.

F. The Permanent Drainage Easement Hereby Created shall include the channel bottom, stream banks, and limited areas immediately adjacent to the top of the bank.

G. The Temporary Construction Easement Hereby Created shall run with the land but shall automatically terminate upon release of the U.S. Army Corps of Engineers permit.

H. The Parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

Signatures begin on the next page.

WITNESS the following signatures hereunto duly authorized:

THE DAVID W. WARE MARITAL TRUST

L. Wallace Sink
L. WALLACE SINK
TRUSTEE

STATE/Commonwealth of Virginia
CITY/COUNTY OF Hampton, to-wit:

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by L. Wallace Sink as Trustee of the David W. Ware Marital Trust.

Helen H. Decoursey
Notary Public

My commission expires: 9-30-15
Notary Registration No. #202326



Signatures continue on the next page.

Martha M. Ware
MARTHA M. WARE

STATE/Commonwealth of VA
CITY/COUNTY OF James City, to-wit:

The foregoing instrument was acknowledged before me this 13 day of July, 2015, by Martha M. Ware on behalf of the David W. Ware Marital Trust.

Naomi Fudge
Notary Public

My commission expires: January 31, 2016
Notary Registration No. 7536417



Signatures continue on the next page.

Martha Ware Petro
MARTHA W. PETRO

STATE/Commonwealth of New York
CITY/COUNTY OF New Hyde Park to-wit:
Nassau County

The foregoing instrument was acknowledged before me this 27 day of July,
2015, by Martha W. Petro on behalf of the David W. Ware Marital Trust.

SUSAN M. COSTABILE
Notary Public, State of New York
No. 4701986
Qualified in Nassau County,
Commission Expires June 30, 2019

Susan M Costabile
Notary Public

My commission expires: 6/30/19
Notary Registration No. 4701986

Signatures continue on the next page.

Mary R. Ware
MARY R. WARE

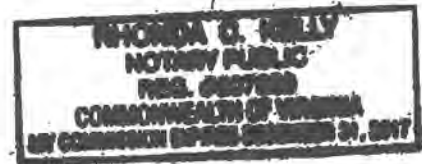
STATE/Commonwealth of Virginia
CITY/COUNTY OF New Kent, to-wit:

The foregoing instrument was acknowledged before me this 12 day of ^{Nov} ~~July~~ July, 2015, by Mary R. Ware on behalf of the David W. Ware Marital Trust.

Rhonda C. Kelly
Notary Public

My commission expires: 12-31-17
Notary Registration No. 20750

Signatures continue on the next page.



Katharine W. Gregory
KATHARINE W. GREGORY

STATE/Commonwealth of Virginia
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 22 day of July, 2015, by Katharine W. Gregory on behalf of the David W. Ware Marital Trust.

Brenda C. West
Notary Public

My commission expires: 05/31/2017
Notary Registration No. 7540328

Brenda C. West
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7540328
My Commission Expires 05/31/2017

Signatures continue on the next page.

Amanda W. Kizer
AMANDA W. KIZER

STATE/Commonwealth of Virginia
CITY/COUNTY OF Augusta, to-wit:

The foregoing instrument was acknowledged before me this 17th day of July, 2015, by Amanda W. Kizer on behalf of the David W. Ware Marital Trust.

Loretta Ann Muncy
Notary Public

My commission expires: August 31, 2016
Notary Registration No. 7191832

LORETTA ANN MUNCY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7191832
My Commission Expires August 31, 2016

Approved as to Form:

~~The form of this Deed of Easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly adopted on the 9th day of September 2008, this conveyance is hereby accepted on behalf of the County.~~

Allison A. Kotula
Allison A. Kotula, Assistant County Attorney

08.03.15
Date

THE COUNTY OF JAMES CITY, VIRGINIA

8/3/2015
Date

By: [Signature] (SEAL)
Bryan J. Hill
County Administrator

3RD The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this day of AUGUST, 2015, by Bryan J. Hill, County Administrator of the County of James City, Virginia.

[Signature]
Notary Public

Notary No. 7566372

My Commission Expires: October 31, 2017



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 8-12-2015
at 11:00 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK

BY: [Signature] Clerk

PLAT ATTACHED

