

Map Section : 3-6
Project No. : 88-0132/9
Easement No.: 90-0621

COUNTY OF CHESTERFIELD, VIRGINIA
SEWER EASEMENT AGREEMENT

THIS AGREEMENT, dated MAY 1, 1991, by and between HUGUENOT HUNDRED COMMUNITY ASSOCIATION, A Virginia Non Stock, Non Profit Corporation, and its heirs, successors, and assigns ("GRANTOR") and the COUNTY OF CHESTERFIELD, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("GRANTEE").

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt of which is acknowledged, GRANTOR grants and conveys unto the GRANTEE a perpetual easement to install, construct, maintain, inspect, operate, repair, alter, replace, and remove, sewers with manholes, and other appurtenant facilities for the collection and transmission of sewage and other wastes, through said sewers, within the easement across the property of the GRANTOR located in MIDLOTHIAN District, Chesterfield County, Virginia, together with all the rights and privileges hereinafter enumerated pertaining to the easement, including a temporary construction easement, all as more particularly described and indicated on a plat by J. K. TIMMONS & ASSOCIATES, P.C., dated OCTOBER 26, 1990, and revised APRIL 15, 1991, a copy of which is attached to be recorded as a part of this easement agreement.

This easement is granted subject to the following conditions:

1. All sewers, manholes, and appurtenant facilities which are installed in the easement shall be and remain the property of the GRANTEE.
2. At no time shall GRANTOR charge GRANTEE for the use of the property occupied by GRANTEE or for the privilege of exercising the rights granted under this agreement.
3. GRANTEE, its agents, and employees for the purpose of inspecting, maintaining, or operating its facilities shall have the right of ingress to and egress from the easement over the property of GRANTOR adjacent to the easement and lying between public or private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR. GRANTEE shall repair damage to roads, fences or other improvements while exercising this right of ingress and egress and shall pay GRANTOR for any damage done in the exercise of its right of ingress and egress, provided GRANTOR gives written notice thereof to GRANTEE within sixty days after such damage occurs.

4. GRANTEE, its agents, and employees shall have the right to relocate within the easement, and to make additions, extensions, alterations, or substitutions therein, including the right to install additional lines in the easement, as GRANTEE may from time to time deem advisable or expedient.

5. GRANTEE, its agents, and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the easement herein granted.

6. GRANTEE, its agents, and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easement which it deems in any way to interfere with the proper and efficient construction, operation, or maintenance of the utilities in the easement; provided, however, that except for trees, limbs, and undergrowth, GRANTEE shall repair, restore, or replace all facilities located in the easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. GRANTEE shall remove all trash and other debris from the easement and shall restore the surface thereof to as nearly as possible its original condition.

7. GRANTOR reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by GRANTEE for the purposes of this agreement. However, GRANTOR shall not erect any building or other structure, except a fence, on the permanent easement without obtaining the prior written approval of GRANTEE. Further, GRANTOR shall not erect any building or other structure, except a fence, on the temporary construction easement prior to or during construction of the utilities in the adjacent permanent easement.

8. Upon completion of any construction, repair, alteration, replacement, or removal of sewer lines or appurtenant facilities, the temporary easement shall be inoperative and of no force and effect.

9. This grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this agreement.

Witness the following signature(s):

HUGUENOT HUNDRED COMMUNITY
ASSOCIATION, A Virginia Non
Stock, Non Profit Corporation

BY: [Signature] (PRESIDENT/VICE-PRESIDENT)

[Signature]
Secretary

HUGUENOT HUNDRED COMMUNITY ASSOCIATION

D.B.1347

PG.760

VARIABLE WIDTH
SEWER EASEMENT

PLAT (J)
VA. POWER
BOAT
ASSOCIATION,
INC.

PROPOSED
TEMPORARY
CONSTRUCTION
EASEMENTS

PROPOSED
20' SEWER
EASEMENT

EXISTING 30' ROAD
EASEMENT (PER
RECORDATION OF
HUGUENOT SECTION "A")

TEMPORARY
CONSTRUCTION
EASEMENTS
SEWER EASEMENTS

EXISTING 8' ALLEY EASEMENT
(PER RECORDATION OF
HUGUENOT HUNDRED SECTION "A")

PROPOSED VARIABLE WIDTH
SEWER EASEMENT

LOT 5
HUGUENOT HUNDRED
SECTION "A"

EXISTING 30' DRAINAGE
& UTILITY
EASEMENT (PER RECORDATION
OF HUGUENOT HUNDRED
SECTION "A")

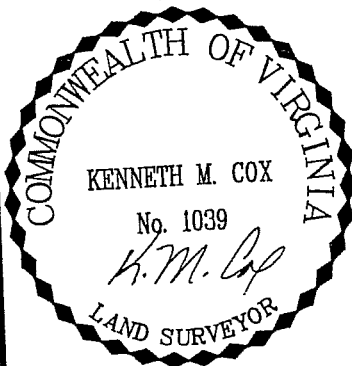
124.11' TO THE W/L OF
VICTORIA LANE EXT'D.

CHEROKEE ROAD ROUTE NO. 704
(EXISTING 66' R/W)

PLAT SHOWING SEWER EASEMENTS, SLOPE EASEMENTS,
AND, TEMPORARY CONSTRUCTION EASEMENTS
ACROSS THE PROPERTY OF:
HUGUENOT HUNDRED COMMUNITY ASSOCIATION
TAX PARCEL NO.: 3-6 (1) 3

MIDLOTHIAN DISTRICT * CHESTERFIELD COUNTY, VIRGINIA

PLAT(I)



REVISED: APRIL 15, 1991 - ADDED
STUB TO
HUNDRED

J.K. TIMMONS & ASSOCIATES, P.C.
ENGINEERS * ARCHITECTS * SURVEYORS
711 N. COURTHOUSE RD. RICHMOND, VA
8803 STAPLES MILL RD. HENRICO CO., VA
4411 CROSSINGS BLVD. PRINCE GEORGE, V
DATE: OCTOBER 26, 1990 SCALE: 1" = 100'
DRAWN BY: B. MORRISON
CHECKED BY: KMC CALC. CHK.: KMC
JOB NO.: 14242-5

PREVIOUS JOB NO.