

Instrument No.

14-570

Date: 10/17/14

Tax Map No.: 94A-1-(1)

SEWER LINE EASEMENT AGREEMENT

This agreement is made this 10th day of October, 2014 by and between Dan H. Shelton, party of the first part, (hereinafter referred to as "Shelton") and Eric E Walton III and Amy W Walton, husband and wife, parties of the second part (hereinafter referred to as "Waltons")

Whereas, Shelton owns two parcels of real property in Bath County, Virginia, designated as tax parcel 94-A-1-(1) being lots 21 and 22 (hereinafter referred to as the "Shelton Tracks"); and

Whereas Waltons' owned real property in Bath County Virginia designated as tax parcel 94A-1-(1)-15 (hereinafter referred to as "the Waltons' track"); and

Whereas Waltons desire to construct a sewer line into a sewer manhole located on the Shelton tracks as shown on the plat attached hereto as Exhibit 1; and

Whereas Shelton has agreed to grant to Waltons, their successors, assigns and transferees the easement as hereinafter described.

NOW THEREFORE THIS AGREEMENT

WITNESSETH:

(One) In consideration of the sum of one dollar paid by Waltons to Shelton, the receipt of which is hereby acknowledged, Shelton hereby grants and conveys to Waltons their successors, assigns and transferees a perpetual nonexclusive easement, 15 foot in width, over the Shelton tracks so as to enable Waltons to construct a sewer line as shown on Exhibit 1 which has been attached hereto;

(Two) Said easement shall be appurtenant to Waltons' track and accordingly shall be conveyed with so as to benefit Waltons' track and all future owners of the Waltons' track;

(Three) Shelton grants to Waltons the right to go onto the Shelton tracks for all purposes strictly with respect to the construction of said sewer line described above.

(Four) Waltons agree to construct the new sewer line disturbing the Shelton tracts only to the extent necessary to lay the new sewer line and, from time to time thereafter, to repair and replace said sewer line, as necessary, and any and all disturbance of the Shelton tracks shall be promptly restored as nearly as possible to its original state and all such areas shall be graded and re-seeded.

(Five) Waltons agree that any and all work performed by anyone in connection with said sewer line shall be performed in a workmanlike manner and subject to the approval of Shelton which approval shall not be unreasonably withheld.

(Six) This agreement shall be binding on each of the parties to this agreement and on their successors, assigns and transferees.

Witness the following signatures and seals:

Dan H. Shelton (SEAL)
DAN H. SHELTON

Eric E. Walton (SEAL)
ERIC E. WALTON

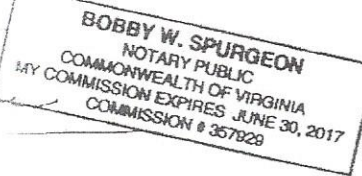
Amy W. Walton (SEAL)
AMY W. WALTON

STATE OF VIRGINIA
City/County of Bath, to-wit:

The foregoing agreement was subscribed and sworn to before me this 10th day of October, 2014, by Dan H. Shelton.

My commission expires: June 30, 2017

Bobby W. Spurgeon
Notary Public



STATE OF VIRGINIA
City/County of Bath, to-wit:

The foregoing agreement was subscribed and sworn to before me this 10th day of October, 2014, by Eric E. Walton and Amy W. Walton.

My commission expires: Feb. 28 2017

Sandra Wolfe Williams
Notary Public

