

Permit for Fence in Drainage Easement

Owner Acknowledgement

Permit Applicant _____

Owner/Permit Address) _____ Chesapeake, VA

I _____ am aware that the fence I propose to construct will encroach on a public easement. No part of this fence will extend below the top of the bank or interfere with any underground facilities. If any underground facilities are damaged due to the installation of this fence I will accept liability. Unless otherwise agreed to by the City, I will remove and re-install the fencing to allow for City maintenance access. The City will provide temporary fencing if I so request. I further agree that the portion of the fence encroaching on the easement will be constructed in full compliance with any building permit. I will not construct or cause to be constructed or erected another structure or improvement upon the easement. The City of Chesapeake reserves all rights of access to the easement without incurring any liability for damages to or loss of use of the encroachment, including claims of inverse condemnation. The City of Chesapeake grants only a mere license and does not grant a perpetual easement nor any type of property right to me. This license is revocable and terminable at the sole discretion will of the City of Chesapeake. If the City of Chesapeake terminates or revokes this license and/or agreement, I shall remove the fence immediately at my cost and expense.

Signature of Owner

Date

VISIT: <http://www.cityofchesapeake.net/development>

*"The City of Chesapeake adheres to the principles of equal employment opportunity.
This policy extends to all programs and services supported by the City."*