

(The City of Chesapeake is exempt from recordation taxes pursuant to Virginia Code §58.1-811.A.3, 1950, as amended.)

LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____, _____, by and between the CITY OF CHESAPEAKE, a Virginia Municipal Corporation, Grantor (the "City") and _____, Grantee(s), whose address is _____.

WHEREAS the Grantees are owners of a parcel of real property (the "Property") known as _____, Chesapeake, Virginia, more fully described as:

All that certain lot, piece or parcel of land situate, lying and being in the City of Chesapeake, Virginia and being known, numbered and designated as _____, as shown on that certain plat entitled "_____", _____ Borough, Chesapeake, Virginia", which Plat is recorded in the Office of the Clerk of the Circuit Court for the City of Chesapeake, in Map Book ____, page(s) _____.

It being the same property conveyed to the Grantees herein by deed dated _____, from _____, Grantor, and recorded on _____, in the Clerk's Office of the Circuit Court for the City of Chesapeake at Deed Book _____, page _____; and

The form of this document prepared by Chesapeake City Attorney's Office

TAX ID _____

Return to: Carole A. F. Gillespie, Right of Way Agent City of Chesapeake P.O. Box 15225 Chesapeake, VA 23328

WHEREAS the aforesaid plat and the survey of the Property record a _____ easement (the "Easement") located _____ of the lot held by the City of Chesapeake, as shown in Exhibit 1, attached herewith; and

WHEREAS the Grantees, after obtaining a building permit and all other permits required by any appropriate legal authority, intend to construct a _____ on the lot that encroaches upon the City's Easement in a position shown by the figure located in Exhibit 1 directly below the Lot number in the survey; and

WHEREAS the _____ as constructed is a continuing encroachment upon the City's Easement;

NOW THEREFORE the Parties agree as follows:

1. Grantor, insofar as its rights and interests are concerned, hereby grants a license to the Grantees for the above-mentioned encroachment, subject to the following conditions.
2. Grantee agrees that it will not construct or cause to be constructed or erected any other structure or improvement upon the Easement.
3. The City reserves all rights of access to the Easement for construction, operation and maintenance of its facilities without incurring any liability for damage to or loss of use of the encroachment described herein or for inverse condemnation thereof, arising out of any act of the City, its officials or its agents.
4. If the encroachment is determined by any official or agent of the City to be in such a defective condition as to cause damage to the City's Easement or to otherwise adversely affect drainage into, upon, or through or any other lawful use by the City of the

Easement, the City may immediately terminate this license. Failure of the City to do so shall not be construed as a waiver of any right to terminate this license.

5. The Grantees hereby agree to defend, indemnify and save harmless the City and its agents, officials, and employees from any and all claims, demands, damages, including death and liability of every kind and nature whatsoever for, on account of, or arising out of the use and maintenance of the encroaching object by the Grantees or under the consent hereby granted.

6. This License is a mere license agreement revocable and terminable at will by the Grantor and shall in no way be construed as the granting of a perpetual easement or otherwise vesting in the Grantees any type of property right.

7. The City expressly reserves all rights, privileges, and immunities granted it under the laws and statutes of the United States and the State of Virginia and under the Code of Ordinances of the City of Chesapeake as to any claim made against it.

8. The terms of this Agreement are binding upon the heirs, personal representatives, successors and assigns of the Grantees.

The description was prepared by _____ (if applicable)

WITNESS the following signature(s) and seal(s):

_____(SEAL)

_____(SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF CHESAPEAKE, to wit:

The foregoing instrument bearing date of _____, _____, _____, was
acknowledged before me this _____ day of _____, _____, by
_____, and _____,

Notary Public

My Commission Expires: _____ Registration No: _____

CITY OF CHESAPEAKE

_____(SEAL)
PERMITS ENGINEER

COMMONWEALTH OF VIRGINIA
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument bearing date of _____, _____, _____,
was acknowledged before me this _____ day of _____, _____,
by _____ the Permits Engineer for the City of Chesapeake.

Notary Public

My Commission Expires: _____ Registration No: _____

APPROVED AS TO FORM:

Assistant City Attorney