

(The City of Chesapeake is exempt from recordation taxes pursuant to Section 58.1-811.A.3 and Grantors are exempt under 58.1-811.C.5 of the 1950 Code of Virginia, as amended.)

THIS AGREEMENT AND DEED OF EASEMENT, made this _____ day of _____, 20____, by and between _____ Grantor(s), and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation, Grantee, whose address is 306 Cedar Road, Chesapeake, Virginia 23322.

WITNESSETH: That for and in consideration of the sum of One and no/100 (\$1.00) Dollar, cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor(s) grants unto Grantee, its successors and assigns, a permanent easement for drainage purposes described as follows, to-wit:

An easement for drainage purposes containing _____ square feet or _____ acres, more or less, situate in the _____ Borough of the City of Chesapeake, Virginia, which is designated as "Area of Drainage Easement _____ Sq. Ft. = _____ Ac." as shown on the attached plat entitled "Plat Showing Drainage Easement for the City of Chesapeake Through TP _____ Owned by _____, Chesapeake, Virginia, _____ Borough," dated _____ and made by _____, which plat is marked "Exhibit A" and will be recorded simultaneously herewith.

The easement is located on the same property conveyed to the Grantor(s) by deed from _____, dated _____, and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book _____, at page _____.

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

TAX ID _____

The description was prepared by _____

(If applicable)

Return to:

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

The Grantor(s) grants to the Grantee, its successors and assigns the perpetual right to construct, operate, and maintain the drainage ditch or structure upon and across the land and property of the Grantors, including the right of egress and ingress to same. Said drainage ditch or structure follows or is to follow the courses located and marked on the aforesaid plat.

It is agreed between the parties that the Grantee shall have the right to inspect the said drainage ditch or structure and to cut and clear all undergrowth and other structures in and along or adjacent to the said drainage ditch that may in any way endanger or interfere with the proper use of same. No physical obstructions, including but not limited to, fences, sheds, landscaping, trees, etc., will be placed within the easement at any time. The Grantor(s) agrees that in the event the City determines it is necessary to remove any obstruction(s), the Grantor(s) will promptly pay the City all costs associated with the removal of the obstruction(s).

This conveyance is made expressly subject to all unexpired restrictions, reservations, and easements of record, if any, constituting constructive notice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

COMMONWEALTH OF VIRGINIA,

CITY OF CHESAPEAKE, to-wit:

The foregoing instrument bearing date of _____, 20__ was
acknowledged before me this _____ day of _____, 20__, by
_____, and _____.

Notary Public

My commission expires: _____ Registration No: _____

APPROVED AS TO FORM:

ACCEPTED BY:

THE CITY OF CHESAPEAKE

BY: _____
Assistant City Attorney

Director of Development & Permits