

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

*Prepared by:*  
*Chesapeake City Attorney's Office*  
*306 Cedar Road, 6th Floor*  
*Chesapeake, VA. 23322*  
*757-382-6586*

*Return to:*  
*Utility Engineer*  
*306 Cedar Road, 2<sup>nd</sup> Floor*  
*Chesapeake, VA 23322*

Tax ID #

**LAND-LOCKED PROPERTY AGREEMENT  
FOR WATER AND/OR SEWER CONNECTION**

This Agreement, made this            day of            , 20            , by and between the Department of Public Utilities for the City of Chesapeake, Virginia, (the “City”) and            (the “Owner”). City and Owner may be collectively referred to as the Parties.

**WHEREAS**, the Owner owns property located at            in Chesapeake, Virginia, identified as **Tax Map Parcel #**            (the “Property”); and

**WHEREAS**, the Owner desires to obtain connection for the Property to the City’s water and/or sewer utility system, pursuant to the terms of the City’s Land-Locked Property Policy.

**NOW, THEREFORE**, for and in consideration of the premises and mutual promises, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The City agrees to allow the Property to be connected to City water and/or sewer through the Land-Locked Property Policy (the “Grant”).
2. In exchange for the Grant, the Owner agrees as follows:
  - (i) The Owner agrees to comply with all conditions of the City’s Land-Locked Property Policy; and
  - (ii) The Owner agrees that if in the future the Property becomes bordered by a street or alley owned and maintained by the City, the Owner shall immediately disconnect the water and/or sewer connections allowed through the private utility easement by the Land-Locked Property Policy, and shall provide City water and sewer to the Property, at the Owner’s expense, which shall be performed in accordance with the requirements of the City’s ordinances and policies in effect at such time.

Land-Locked Property Agreement  
Owner  
Tax Map Number  
Dated

**OWNER:**

(Printed Name)

By: \_\_\_\_\_  
(Signature)

COMMONWEALTH OF VIRGINIA  
CITY OF \_\_\_\_\_, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, in the Commonwealth of Virginia, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Agreement, bearing date on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same, and has produced satisfactory evidence of identity, before me in my presence in the City and State aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
ID#

My commission expires: \_\_\_\_\_

**CITY OF CHESAPEAKE, VIRGINIA**

By: \_\_\_\_\_  
David E. Jurgens, P.E. Director  
Department of Public Utilities

COMMONWEALTH OF VIRGINIA  
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, in the Commonwealth of Virginia, do hereby certify that David E. Jurgens, P.E., whose name is signed to the foregoing Agreement, bearing date on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same and has produced satisfactory evidence of identity, before me in my presence in the City and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
ID#

My commission expires: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Richard C. Hartwick  
Assistant City Attorney