

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

THIS DEED OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_,  
Grantor, hereinafter called Landowner, and the CITY OF CHESAPEAKE, VIRGINIA, a  
municipal corporation, Grantee, hereinafter called City, whose address is 306 Cedar Road,  
Chesapeake, Virginia 23322.

WITNESSETH: That 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 Landowner grants unto the City, its successors and assigns an easement for  
the perpetual right for stormwater run-off as follows, to wit:

An easement for stormwater run-off containing \_\_\_\_\_ square  
feet or \_\_\_\_\_ acres, more or less, situate in the  
\_\_\_\_\_ Borough of the City of Chesapeake,  
Virginia, which follows the course located and shown in the attached  
sketch entitled, “ \_\_\_\_\_,”  
dated \_\_\_\_\_, made by  
\_\_\_\_\_ and marked as “Exhibit A.”

The easement is located on the same property conveyed to the Landowner  
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

The description was prepared by

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

TAX ID

\_\_\_\_\_  
\_\_\_\_\_  
(if applicable)

1. It is agreed that the said ditch or facility is necessary for the proper functioning of a septic tank or other sewage disposal system on the property of the Landowner; Landowner agrees that such septic tank or sewage disposal system shall be constructed, repaired, maintained and operated at Landowner's sole cost and expense, and the same shall be performed in compliance with said Exhibit A.

2. The City, its agents and employees, shall have the privilege of entry on Landowner's property for the purpose of inspection of said drainage or sewage disposal systems and for repairs in the event of Landowner's default as described further below. Should the City determine after an inspection that the same is not being maintained in a condition adequate for its proper functioning, then the City shall notify the Landowner that it must, within ten days, correct such condition. If Landowner fails to correct such condition, then City may perform the necessary work at the expense of the Landowner, which expense the Landowner agrees to pay the City promptly upon demand.

3. The covenants and agreements contained herein shall run with the land and bind successors in interest to the parties named herein, except that such parties or their successors may by written instrument signed by both parties and duly recorded declare any or all such covenants no longer to be effective or binding.

4. This conveyance is made subject to the conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

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

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

COMMONWEALTH OF VIRGINIA  
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_, whose name(s) is/are signed to the foregoing deed, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (SEAL)  
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

Deed of Easement between  
\_\_\_\_\_  
and City of Chesapeake.