

(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.)

DEED OF EASEMENT & MAINTENANCE AGREEMENT
FOR CHURCHES

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT FOR
STORMWATER MANAGEMENT FACILITIES (the "Deed and Agreement"), made this _____
day of _____, 20____, by and between _____
_____, TRUSTEES OF _____

CHURCH, Grantors, hereinafter called Trustees, and the CITY OF CHESAPEAKE, VIRGINIA,
a municipal corporation, Grantee, hereinafter called City, whose address is 306 Cedar Road,
Chesapeake, Virginia 23322.

WITNESSETH:

WHEREAS the City is authorized and required to regulate the control of storm and
surface waters within the City as described in the following:

1. Within the Chesapeake Bay Preservation Area, as set forth in the City of
Chesapeake City Code, Chapter 26, Article X, Sections 26-512 through 26-528,
herein referred to as the Chesapeake Bay Preservation Area District, effective
December 31, 2003;
2. Within the City in general, as set forth in the Chesapeake City Code, Chapter 26,
Article VIII, herein referred to as the Stormwater Management Ordinance adopted
September 12, 2000.

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

TAX ID

Sept. 2021

The description was prepared by

(If applicable)

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Return to:

Development & Permits-Engineering 3rd Floor
City of Chesapeake
306 Cedar Road
Chesapeake, VA 23322

Church Agreement

WHEREAS, the Trustees covenant that they are the owners-in-fee of a certain tract or parcel of land located in the _____ Borough of the City of Chesapeake, Virginia, and more particularly described as follows (insert legal description):

ALL THAT _____
_____;

IT BEING the same property conveyed to the Trustees 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 _____;

WHEREAS the Trustees desire to construct certain improvements on their property which will alter storm and surface water conditions on the property, as described above; and

WHEREAS in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Trustees are required by the Chesapeake Bay Preservation Ordinance and/or the Stormwater Management Ordinance to build and maintain at their expense Stormwater Management Facilities (herein and after referred to as SWMF, understood to include Best Management Practice facilities ("BMPs") and impoundment facility), more particularly described and shown on the plan titled "_____" and dated _____ (and any subsequent plan revisions approved by the City) on file at the City of Chesapeake Department of Development and Permits; and

WHEREAS the City has reviewed and approved these plans subject to the execution of this Agreement.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Trustees, with full authority to execute deeds, deeds of trust, covenants, and all rights, title and interest in the property described above, grant to the City the perpetual right of entry and inspection of the impoundment of stormwater, the maintenance of the facility thereof as set forth in this Deed and Agreement, located in the area designated as "Private Stormwater Management Facility Easement" shown on the attached sketch entitled "_____ _____," marked "Exhibit A."

The Trustees further agree as follows:

1. It is agreed that the facility is necessary for impounding and/or treating stormwater runoff on the property of the Trustees; Trustees agree that such SWMF system shall be constructed, repaired, maintained and operated at their sole cost and expense, and the same shall be performed in compliance with the plans described herein, as detailed in Exhibit A, and the standards set forth in Paragraph #2 below.
2. Trustees shall, at their sole expense, make such changes or modifications to the SWMF as may, in the City's discretion, be determined necessary to ensure that the facility and system is properly maintained and continues to operate as designed and approved.
3. Trustees shall be responsible for inspecting the SWMF within the first year of its construction, then once every three (3) years afterwards. Trustees shall further be required to keep a record of such inspection on hand to provide to City officials on demand. The inspection report shall contain the following:

- a. The date of the inspection
 - b. Name of inspector
 - c. The condition of
 - i. vegetation
 - ii. fences
 - iii. spillways
 - iv. embankments
 - v. reservoir area
 - vi. outlet channels
 - vii. underground drainage
 - viii. sediment load
 - ix. check dams and
 - x. any other item that could affect the proper function of SWMF.
4. The City, its agents, contractors and employees, shall have the privilege of entry on the Trustees' property for the purpose of inspection of said SWMF. 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 Trustees that they must, within ten days, correct such condition. If the Trustees fail to correct such condition, then City may perform the necessary work at the expense of the Trustees, which expense the Trustees agrees to pay the City promptly upon demand.
5. 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 all parties and duly recorded declare any or all of such covenants no longer to be effective or binding.

6. No alteration whatsoever of the SWMF shall be permitted except with the approval of the Chesapeake Department of Development and Permits.
7. Trustees, their heir(s), successor(s) or assign(s), agrees to hold the City harmless and defend same from any liability or claims of any kind resulting from the construction, maintenance or failure of the drainage system mentioned in this document to operate properly.
8. The provisions of this Agreement shall be severable and, if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner and/or his assigns is held invalid, the remainder of this Agreement shall not be affected thereby.
9. In the event the City shall determine, at its sole discretion at any future time, that the SWMF is no longer required, then the City shall, at the request of the Trustees, execute a release of this Agreement, which the Trustees shall record at their expense.
10. This conveyance is made subject to the conditions, restrictions, easements, and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.
11. This Deed was authorized by order entered by the Chesapeake Circuit Court on _____.

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

(Name of Church)

Trustee (SEAL)

Trustee (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 _____, Trustees of _____ whose name(s) is/are signed to the foregoing deed, dated the ____ day of _____, 20__, have acknowledged before me this ____ day of _____, 20__.

Notary Public (SEAL)

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.