

APPENDIX 7

PLAT AND PLAN SPECIAL NOTES

EASEMENT AND DRAINAGE STATEMENT
TO BE PLACED ON PLANS AND ALL SUBDIVISION PLATS
REQUIRING SOIL DRAINAGE MANAGEMENT PLANS

The easements designated as "Septic Tank Drainage Easement" are dedicated for the purpose of providing storm water runoff in accordance with an approved plan for a Soil Drainage Management Plan developed under the rules and criteria of the State Health Department and Sections 70-142 of the city code.

The Landowner, Developer) by his signature hereon agrees as follows:

1. The ditch or facility to be constructed in accordance with the approved plan 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 ditch or facility and septic or sewage disposal system shall be constructed, repaired, maintained and operated at its sole cost and expense.
2. 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. 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 be written instrument duly recorded declare any or all of such covenants no longer to be effective or binding.

VERBIAGE FOR ALL PLATS WITH RIGHT-OF-WAY RESERVATIONS

The Owner and/or its heirs, assigns, lessee, grantees or successor in interest agrees to reserve for future purchase by the City the area hereby designated on the plat and shall convey same to the City by deed containing GENERAL WARRANTY AND ENGLISH COVENANTS TO TITLE. The purchase value of said area is to be based on the fair market value as of the date the City exercises its right to purchase the area designated as reserved with no compensation for any improvements placed within the area. The Owner agrees that it shall not make or have any claims for damage to the said improvements or damages to the residue for the Owners property by reason of the said purchase.

VERBIAGE FOR ALL PLATS WITH PRIVATE DRAINAGE EASEMENTS

"Private Drainage Easements" shown hereon are for the purpose of conveying storm water drainage from upstream and adjacent lots. Maintenance shall be the responsibility of adjacent property owners unless the City expressly accepts the easement for public use.

VERBIAGE FOR ALL PLATS WITH PUBLIC DRAINAGE/ACCESS EASEMENT (07/01)

"Drainage/Access Easements" shown hereon are hereby dedicated to the City of Chesapeake granting the right to construct, operate and maintain a drainage ditch or structure upon and across the lands and property of the grantor and including the right of ingress to same. The right is granted to inspect the said drainage ditch or structures and to cut and clear all undergrowth and other obstructions in and along the said drainage or adjacent thereto that may in any way endanger or interfere with the proper use of the same. No physical obstructions including, but not limited to, fences, sheds, landscaping, trees, etc., will be placed within the easement at any time. The property owner agrees that in the event the City determines it is necessary to remove any obstruction(s), the property owner will promptly pay the City all costs associated with the removal of the obstruction(s). The property owner also agrees to preserve all signage marking the access easement.

VERBIAGE FOR ALL PLATS WITH PUBLIC DRAINAGE EASEMENT (07/01)

"Drainage Easements" shown hereon are hereby dedicated to the City of Chesapeake granting the right to construct, operate and maintain a drainage ditch or structure upon and across the lands and property of the grantor and including the right of ingress to same. The right is granted to inspect the said drainage ditch or

structures and to cut and clear all undergrowth and other obstructions in and along the said drainage or adjacent thereto that may in any way endanger or interfere with the proper use of the same.

VERBIAGE FOR ALL PLATS THAT HAVE MASTER DRAINAGE IMPOUNDMENT FACILITIES (07/01)

Impoundment easement for the purpose of providing storage and the flow of public drainage shall be available for the retention of stormwaters up to elevation _____, inclusive. NO alteration whatsoever of the drainage way and its bank side slopes, within the limits of the impoundment easement, is permitted without the approval of Chesapeake Department of Public Works. City maintenance shall be limited to any construction or maintenance required for adequate storage and flow of stormwater within the impoundment easement.

VERBIAGE FOR ALL PLATS THAT HAVE IMPOUNDMENT EASEMENTS (07/01)

Impoundment easement for the purpose of providing storage and the flow of public drainage with an aggregate volume of not less than ____ acre ft. shall be available for the retention of storm waters between elevations ___ and ___, inclusive. Bank side slopes of ___ shall be maintained from the top of bank down to the bottom of the facility. No alteration whatsoever of the lake and its bank side slopes, within the limits of the impoundment easement, is permitted without the approval of Chesapeake Department of Public Works. THE CITY RESERVES THE RIGHT OF INGRESS/EGRESS TO CONSTRUCT, OPERATE AND PERFORM LIMITED MAINTENANCE to provide for adequate storage and flow of stormwater within the impoundment easement.

VERBIAGE FOR ALL PLATS THAT HAVE "LAKE ACCESS" EASEMENTS (07/01)

"Lake Access Easements" shown hereon are hereby dedicated to the City of Chesapeake granting the right to access drainage facilities for maintenance and other public health and safety purposes. No physical obstructions including, but not limited to, fences, sheds, landscaping, trees, etc., will be placed within the easement at any time. The property owner agrees that in the event the City determines it is necessary to remove any obstruction(s), the property owner will promptly pay the City all costs associated with the removal of the obstruction(s). The property owner also agrees to preserve all signage marking the access easement.

VERBIAGE FOR LOTS APPROVED WITHOUT A WATER SERVICE AND/OR SEWER LATERAL (07/01)

This site is served by City water and sewer. Public water and sewer main lines exist in (street name) . Development of parcel _____ will require the property owner (Developer) to install any water service and sewer lateral for their proposed land use, which may include upgrade of existing Public Utilities.

VERBIAGE FOR LANDSCAPE BUFFER (07/01)

No structure shall be located in the landscape buffer and all plant material therein is to be maintained by the owner of the property as set forth in the City of Chesapeake Zoning Ordinance.

VERBIAGE FOR CBPA (07/01)

The area encompassed by this plat is within the Resource Protection Area (RPA) and/or the Resource Management Area (RMA) of the Chesapeake Bay Preservation Area Overlay District. Development and use of all lots shall be in compliance with said standards and subject to review, as set forth in the City of Chesapeake Zoning Ordinance.

VERBIAGE FOR VISIBILITY EASEMENT (07/01)

"Visibility Easements" shown hereon are hereby dedicated to the City of Chesapeake to ensure adequate sight visibility, there shall be no obstruction (i.e., shrubs, fences, vegetation, signs, etc.) within the visibility easement in excess of 2.5 feet above the curb line elevation.

VERBIAGE FOR SIDEWALK EASEMENT (07/01)

"Sidewalk Easements" shown hereon are hereby dedicated to the City for the purpose of maintenance of sidewalks across the land of property owners including pedestrian ingress & egress for the public.

VERBIAGE FOR TRAFFIC CONTROL EASEMENT (07/01)

"Traffic Control Easement" shown hereon hereby dedicated to allow for the construction, inspection and maintenance of traffic control features to include but not limited to traffic signal appurtenances, control box and signage.

VERBIAGE FOR INGRESS/EGRESS EASEMENT (07/01)

"Ingress/Egress Easements" shown hereon are to provide cross reciprocal ingress/egress to adjoining parcels and public streets.

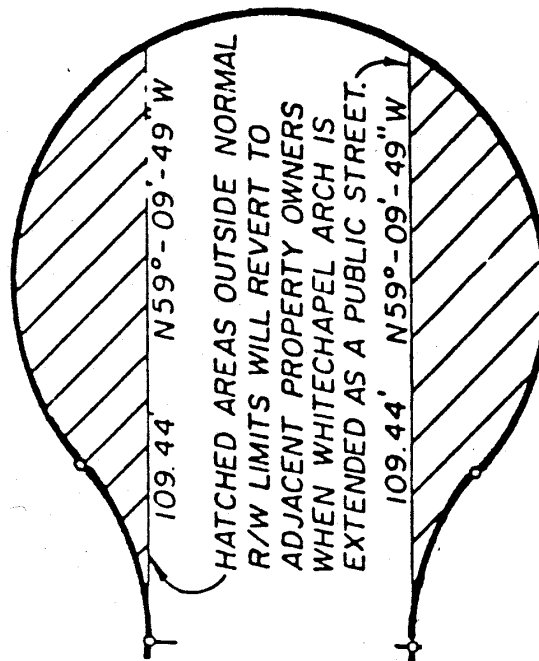
GENERAL NOTES FOR CUL-DE-SAC EXTENSIONS (02/03)

Cul-de-Sac Streets that can be extended in the future must contain the following note:

"Hatched areas outside normal right-of-way limits will revert to adjacent property owners when the adjacent public street is extended as a public street."

Upon street extension the following note is required:

"Hatched area depicts Cul-De-Sac area outside the limits of right-of-way needed for the street extension. Such area is hereby vacated pursuant to the authority in Section 70-31 of the City Code and Sections 15.2-2265 of the Code of Virginia. Title to the vacated right-of-way shall vest in adjacent property owners as shown in Map Book _____, Page_____.



VERBIAGE FOR PLATS CONVEYING PRIVATE GRASS CHANNEL EASEMENTS

"Private Grass Channel Easements" are hereby established and are for the purpose of impounding and conveying storm water drainage from upstream and adjacent lots in accordance with DEQ Design Spec #3 dated 2013/2014. Maintenance shall be the responsibility of adjacent property owners. City, its agents and employees, shall have the privilege of entry on Landowner's property for the purpose of inspection of said drainage facilities. 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. The covenants and agreements contained herein shall run with the land and bind successors in interest to the parties named herein.

VERBIAGE FOR PLATS CONVEYING A CONSERVED OPEN SPACE EASEMENT

1. The Conserved Open Space Easement shown hereon is hereby dedicated to the City of Chesapeake for the purpose of treating and control of storm and surface waters in accordance with an approved construction plan developed under the rules and criteria of Chapter 26, Articles VII of the Chesapeake City Code. The Easement hereby establishes;

- A. The facility is necessary for treating stormwater runoff on the property of the Landowner; Landowner agrees that the Conserved Open Space Easement here after referred to as Conservation Easement, shall be maintained and operated at its sole cost and expense, and the same shall be performed in compliance with the approved construction plans and the standards set forth in Paragraph "B" below.
- B. Landowner shall, at its sole expense, make such changes or modifications to the Open Space/Conservation Easement 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. The lots within this subdivision utilize DEQ Stormwater Design Specification – Conserved Open Space Version 1.9, March 1, 2011, for the purpose of managing the quality and quantity of stormwater runoff.
- C. The City, its agents, contractors and employees, shall have the privilege of entry on the Landowner's property for the purpose of inspection of the Conserved Open Space Easement in keeping with the City Code and Virginia Administration Code provisions as to stormwater management facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located. 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, the City may construct, operate and perform limited maintenance at the City's discretion for adequate management of quality and quantity of stormwater

runoff, which expense the noncompliant Landowner agrees to pay the City promptly upon demand.

- D. No alteration whatsoever of the Conserved Open Space Easement, including but not limited to encroachment, land disturbing, cutting or removal of live trees or native vegetation, or drainage modifications, shall be permitted except with the approval of the Chesapeake Department of Development & Permits.
- E. The Landowner, its 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 aforementioned Conserved Open Space Easement to operate properly.
- F. The covenants and agreements contained herein shall run with the land and bind successors in interest to the parties named herein
- G. This conveyance is made subject to the conditions, restrictions, easements, and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

VERBIAGE FOR PLATS CONVEYING PRIVATE IMPOUNDMENT EASEMENT

“Private Impoundment Easements” shown hereon are for the purpose of providing storage and the flow of stormwater run-off on the property. No alteration whatsoever of the facility within the limits of the private impoundment easement is permitted without the approval of Chesapeake Department of Development and Permits. The City, its agents and employees, shall have the privilege of entry on Landowner's property for the purpose of inspection of said impoundment facility and for maintenance in the event of Landowner's default as described further below. For the purposes of exercising the rights granted herein, the City shall have ingress and egress over such private driveways, roads, or parking lots as may now or hereinafter exist. The right, however, is reserved to the Grantor to shift, relocate, close, or abandon such private driveways, roads, or parking lots at any time to the extent consistent with applicable law. If there are no public or private roads reasonably convenient to the SWMF, an ingress and egress easement may be specified on the exhibit, or, in the absence of a designated ingress and egress easement, the City shall have ingress and egress over the property of Grantor adjacent to the SWMF. Landowner shall be responsible for inspection the facility with the first year of its construction and then at least once every three years thereafter. Landowner shall further be required to keep a record of such inspections to provide to the City upon demand. The inspection reports shall at a minimum include the date of inspection, name of inspector, and the condition of all features that could affect the proper functioning of the facility. 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 the City may perform the necessary work at the expense of the Landowner, which expense the Landowner agrees to pay the City promptly upon demand.