

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

*The body was prepared by:
Chesapeake City Attorney's Office
City Hall Building, 6th Floor
306 Cedar Road
Chesapeake, Virginia 23322
757-382-6586*

The description was prepared by:

THIS DEED OF EASEMENT made this _____ day of _____, 20___, by and between _____; Grantor, hereinafter referred to as the "**LANDOWNER**," and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation, Grantee, hereinafter referred to as the "**CITY**."

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the **LANDOWNER** grants to the **CITY**, its successors and assigns, a perpetual, non-exclusive easement and right-of-way and all privileges necessary for the purpose of providing access to, constructing, renewing, replacing, maintaining, repairing, relocating and operating utility water and/or sewer pipes or lines, meters and appurtenances under, through, across and on that certain parcel of land (hereinafter referred to as the "Easement Area") described as follows:

It is further agreed between the parties as follows:

1. That all pipes and/or lines, meters and appurtenances placed on the Easement Area by the **CITY** shall remain the property of the **CITY**, and that the **CITY** shall make such changes, enlargements and alterations as it may deem advisable and expedient.

*Return Document to: Utility Engineer, Public Utilities Department
City Hall Building, 2nd Floor
306 Cedar Road
Chesapeake, VA 23322
757-382-6671*

10-18-2006

Water and/or Sewer Deed of Easement

Page 2 - Dated: _____, 20__

Project Name: _____

Tax Map Identification Number: _____

2. That the **LANDOWNER**, its successors and assigns, shall have the right to use the Easement Area for all purposes, provided that such use shall not interfere with the constructing, maintaining, renewing, replacing, repairing, relocating or operating of the **CITY'S** pipes and/or lines, meters and appurtenances, nor injure the same, and shall not interfere with the **CITY'S** free access to its pipes and/or lines, meters and appurtenances at all times and for all purposes; and provided further that no building or structure, other than fences, shall be erected on the Easement Area by the **LANDOWNER**, its successors and assigns, without the prior written consent of the **CITY**. Further, no parking lots, parking spaces, drive aisles, private roads or landscaping (trees or shrubs) shall be permitted upon the Easement Area without the prior written consent of the **CITY**.

3. Subject to the rights granted in any easement of record recorded prior to the date that this deed is recorded and which crosses the Easement Area (hereinafter referred to as "Prior Easement"), the **LANDOWNER**, its successors and assigns shall not dig or permit any digging in or upon the easement area and shall not install or permit to be installed, in or upon the easement area, any water, sewer, electric, gas, oil, cable or other utility equipment, lines, pipes, meters, or appurtenances thereto without the express written consent of the **CITY**, and such consent shall be within the sole discretion of the **CITY** and pursuant to any additional restrictions that the **CITY** deems appropriate.

4. That the **CITY** shall replace or restore grass, topsoil, curbs, and gutters where necessary due to the **CITY'S** damage of same in the installation, replacement and/or repair of the **CITY'S** pipes, lines, meters and appurtenances located within the Easement Area. The **CITY** shall not be liable for damages to fences, shrubbery, trees, pavement, structures, buildings or any property which is not expressly permitted within the Easement Area under the terms contained in this deed.

The **CITY** shall make a reasonable effort to notify the **LANDOWNER** prior to removal of fences, trees, shrubbery, pavement or any structure or building located within the Easement Area, but shall not, regardless of whether such notice is given, be responsible for repairing or replacing same, unless such repair or replacement is provided for under the terms of this deed. Notwithstanding the foregoing, it is the **CITY's** intent to repair and replace items required by this paragraph with items of similar quality and quantity as those repaired or replaced; however, the quality, type, brands and amounts of materials used in any such repair or replacement shall be determined by the **CITY** in its sole discretion. Further, the **CITY** shall exercise its sole discretion in determining when repair and replacement efforts are deemed complete.

Water and/or Sewer Deed of Easement

Page 3 - Dated: _____, 20__

Project Name: _____

Tax Map Identification Number: _____

5. The **LANDOWNER**, its agents, employees, successors, assigns and heirs, shall protect, indemnify, defend and hold harmless the **CITY** against any and all claims for death or injury to any person or damage to property occurring within the Easement Area and arising out of the negligent or willful acts or omissions of the **LANDOWNER**, its agents employees. The **CITY** understands that there may be Prior Easements that cross the Easement Area. The **LANDOWNER** agrees to defend, indemnify and hold harmless the City from and against any and all claims, damages or liability which may arise from any actions of the **LANDOWNER** and/or third parties relating to the shared use of the Easement Area with Prior Easements, including, but not limited to claims for damages relating to injury to persons or property and repair or relocation costs. This provision shall run with the land and be binding upon the **LANDOWNER**, its successors and assigns.

6. By execution of this Deed of Easement, the **LANDOWNER** warrants that all approvals and releases which must be secured from interested parties, including but not limited to, noteholders and trustees, necessary to make this conveyance have been obtained.

7. This conveyance shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

Water and/or Sewer Deed of Easement

Page 4 - Dated: _____, 20__

Project Name: _____

Tax Map Identification Number: _____

WITNESS THE FOLLOWING, signatures and seals:

LANDOWNER: _____

By _____ (SEAL)

STATE OF VIRGINIA

CITY OF _____, to-wit:

I, _____, a Notary Public, in and for the City aforesaid, in the State of Virginia, do certify that _____, whose name is signed to the foregoing and annexed writing, bearing date on the ____ day of _____, 20__, has acknowledged the same before me in my city aforesaid.

Given under my hand this ____ day of _____ 20__.

Notary Public

My commission expires: _____

Approved As To Form:

Accepted By the City of Chesapeake:

By: _____

By: _____

Wilfredo Bonilla, Jr.
Assistant City Attorney

J. K. Walski, P.E.
Director of Public Utilities