

THIS DEED OF EASEMENT, made this ____ day of _____, 200__, by and between _____, parties of the first part, (hereinafter called "Landowner"), Grantors, and the **CITY OF SUFFOLK, VIRGINIA**, a Virginia municipal corporation, whose address is c/o City Clerk, 441 Market Street, Suffolk, Virginia, 23434, party of the second part (hereinafter called "City"), Grantee.

WHEREAS, the Landowner is the sole owner of certain real estate shown on the City's Tax Map as Map and Parcel No. _____ as shown on the attached plat entitled " _____", which plat is dated _____, and made by _____, and which plat is attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, provision for the installation and maintenance of storm water drainage and facilities within the confines of the Property are necessary, and not hereinbefore specifically provided; and

WHEREAS, the City and the Landowner, their successors and assigns, agree that the health, safety and welfare of the Landowner and neighboring properties require that proper installation, maintenance and management of stormwater drainage on the Property be performed.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged by the party of the first part, and for other good and valuable consideration, the Landowner grants to the City, its successors and assigns, the ____ square foot (____ acres) permanent drainage easement as shown on the plat referenced hereinabove, which is attached hereto and incorporated herein. Said easement shall be a free, perpetual and exclusive easement, right of way and privilege for the purposes of constructing, operating, maintaining, adding to, or replacing present or future stormwater drainage pipes, culverts, necessary structures, and appurtenances necessary for the collection of stormwater and its transmission through and across the property of the Landowner.

Said easement is subject to the following conditions:

1. All culverts, pipes, inlet structures and appurtenant facilities which are installed in the easement shall be and remain the property of the City, its successors and assigns.

2. The City and its agents shall have full and free use of the said easement for the purposes named herein, and shall have all rights and privileges reasonably necessary for the utilization of the easement and the right to use adjoining land of the Landowner where necessary; provided, however, that its right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land.

3. The City shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easement; provided, however, that the City shall at its own expense restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, or other facilities located within the easement.

4. The City shall have the right of ingress and egress over, under, and across the lands of the Landowner for the purpose of exercising the rights herein granted.

5. The City shall have the right to open and close fences.

6. The easement granted herein for the specific location described above is in addition to any easement or right of way now in existence or which may be acquired in the future.

7. The Landowner warrants that they are the owner of the interest hereby conveyed and that they have the right to make this conveyance, and covenants that the City, its successors and assigns, shall quietly enjoy the premises for the uses herein stated.

8. The Landowner further covenants that no building or structure shall be erected within the easement or right of way herein granted without the written consent of the City.

9. The Landowner further covenants that they shall not change the grade along or upon the easement or right of way by removing or replacing earth, unless otherwise agreed to in writing by the parties prior to such activity taking place.

10. The City shall not be liable to the Landowner, or their successors in title, for damages occasioned to any structures, lawns, trees, or shrubs or other property due to the presence of said drainage facilities or to the maintenance, repair or renewal of same, except for failure to use reasonable care and diligence.

11. The Landowner, their successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems it necessary. The purpose of inspection is to follow-up on reported deficiencies and/or respond to citizen complaints.

12. The rights provided herein impose no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

13. This agreement shall be recorded among the land records of the Circuit Court Clerk's Office of the City of Suffolk, Virginia, and shall constitute a covenant running with the land, and shall be binding upon the Landowner, their administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's associations.

WITNESS the following signatures and seals:

LANDOWNER:

COMMONWEALTH OF VIRGINIA CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 200____,

by _____.

My commission expires: _____

Notary Registration No. _____

Notary Public

COMMONWEALTH OF VIRGINIA CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 200____,

by _____.

My commission expires: _____

Notary Registration No. _____

Notary Public

ACCEPTED ON BEHALF OF THE CITY OF SUFFOLK:
CITY OF SUFFOLK, VIRGINIA

Selena Cuffee-Glenn, City Manager

Attest:

Erika S. Dawley, City Clerk

COMMONWEALTH OF VIRGINIA CITY OF SUFFOLK, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by Selena Cuffee-Glenn, City Manager, and Erika S. Dawley, City Clerk, on behalf of the City of Suffolk, Virginia.

My commission expires: _____
Notary Registration No. _____

Notary Public

Approved as to Form:

Karla C. Haynes, Assistant City Attorney

Approved as to Content:

Mark Velasquez, Department of Public Works