

Prepared by/Return to:  
Maxwell Hlavin, Esq.  
Asst. County Attorney  
101-D Mounts Bay Road  
Williamsburg, VA 23185  
(757) 253-6612

170000008

**THIS DEED IS EXEMPT FROM RECORDATION TAX PURSUANT TO SECTION  
58.1-811A(3) OF THE CODE OF VIRGINIA, 1950, AS AMENDED**

Tax Parcel No. 3840400010

Consideration: \$10.00

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the 22 day of NOVEMBER, 2016, by and between MAUDE M. GRAY, formerly known as MAUDE M. BROWN, hereinafter called "Grantor," and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter called "Grantee."

**WITNESSETH:**

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys with GENERAL WARRANTY unto Grantee, its successors and assigns, the following rights in and to certain real property situate, lying, and being in James City County, Virginia, to-wit:

The privilege and easement, in perpetuity, over, under, upon, and across the lands of Grantor indicated as "VARIABLE WIDTH DRAINAGE EASEMENT TO JAMES CITY COUNTY 3,912 S.F.±/0.090 AC.±" on a plat titled "PLAT SHOWING DRAINAGE EASEMENT DEDICATED TO JAMES CITY COUNTY FROM MAUDE M. BROWN, LOT 10, SECTION 2 BROOKHAVEN SUBDIVISION #141 BROOK HAVEN DRIVE," dated 11/02/2016 and prepared by AES Consulting Engineers, Inc., which plat is attached to this Deed of Easement as Exhibit A and made a part hereof.

Grantor and Grantee agree this easement is subject to the following conditions and covenants:

A. The easement shall be for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing

improvements as part of the County's stormwater system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, vegetated structures, rock sills, retaining walls and related facilities (collectively, the "Facilities").

B. The Facilities constructed within the easement shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to, or extensions of its Facilities within the boundaries of said easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment, and Facilities shall comply with all applicable laws, ordinances, codes, and regulations.

C. Grantee shall have the right, but not responsibility, to trim, cut, and remove trees, shrubbery, or other natural obstructions on, under, or over the easement which interfere with or threaten the efficient and safe operation, construction, or maintenance of the Facilities. All brush, branches, and other debris resulting from Grantee cutting, trimming, or clearing shall be removed from the lands of Grantor and disposed of by Grantee.

D. Grantee and its agents shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement, including a right of ingress to and egress from the easement where least damage to Grantor's property will occur from such access, which right of access shall be exercised only when reasonably necessary, and a limited right use to adjoining land of Grantor where necessary to the use and enjoyment of Grantee's right in the easement, provided, however, that such right to use adjoining lands of Grantor shall be exercised only during periods of actual construction or maintenance of the Facilities, and shall not be construed to allow Grantee to erect any Facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of Grantor caused by use of the easement by Grantee pursuant to this provision shall be repaired by Grantee

at its expense, and restored as nearly as possible to their original condition.

E. Grantor may use the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities.

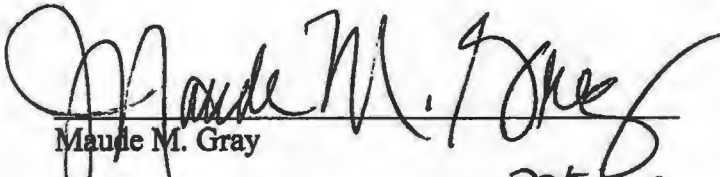
F. Grantor covenants that it has the right to convey the easement. The easement and other rights granted herein are and shall be subject to any and all easements, covenants, restrictions, and conditions of record affecting the property.

G. The easement and covenants set forth in this deed shall run with the land and shall be binding on Grantor and Grantee, their heirs, successors and assigns.

[Remainder of page left intentionally blank]

WITNESS the following signatures hereunto duly authorized:

GRANTOR: MAUDE M. GRAY

  
Maude M. Gray

STATE/Commonwealth of Virginia  
CITY/COUNTY OF James City, to-wit:

The foregoing instrument was acknowledged before me this 23 day of November, 2016, by Maude M. Gray.


  
Notary Public

My commission expires: 3/31/19  
Notary Registration No. 7258908

**JO ANNA RIPLEY  
NOTARY PUBLIC  
REG. #7258908  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES MARCH 31, 2019**

GRANTEE: THE COUNTY OF JAMES CITY, VIRGINIA

Acceptance of this Deed of Easement is approved and, pursuant to a Resolution of the Board of Supervisors of James City County, Virginia, duly adopted on the 14<sup>th</sup> day of July 2015, this conveyance is hereby accepted on behalf of Grantee.

  
By: Bryan Hill  
Title: County Administrator

STATE/Commonwealth of VIRGINIA  
CITY/COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 22 day of DECEMBER, 2016, by Bryan Hill as County Administrator of James City County, Virginia.

  
Notary Public



My commission expires: 10/31/2020  
Notary Registration No. 344854

Reviewed as to form:

  
COUNTY ATTORNEY

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 1-3-2017  
at 9:33 AM/PM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

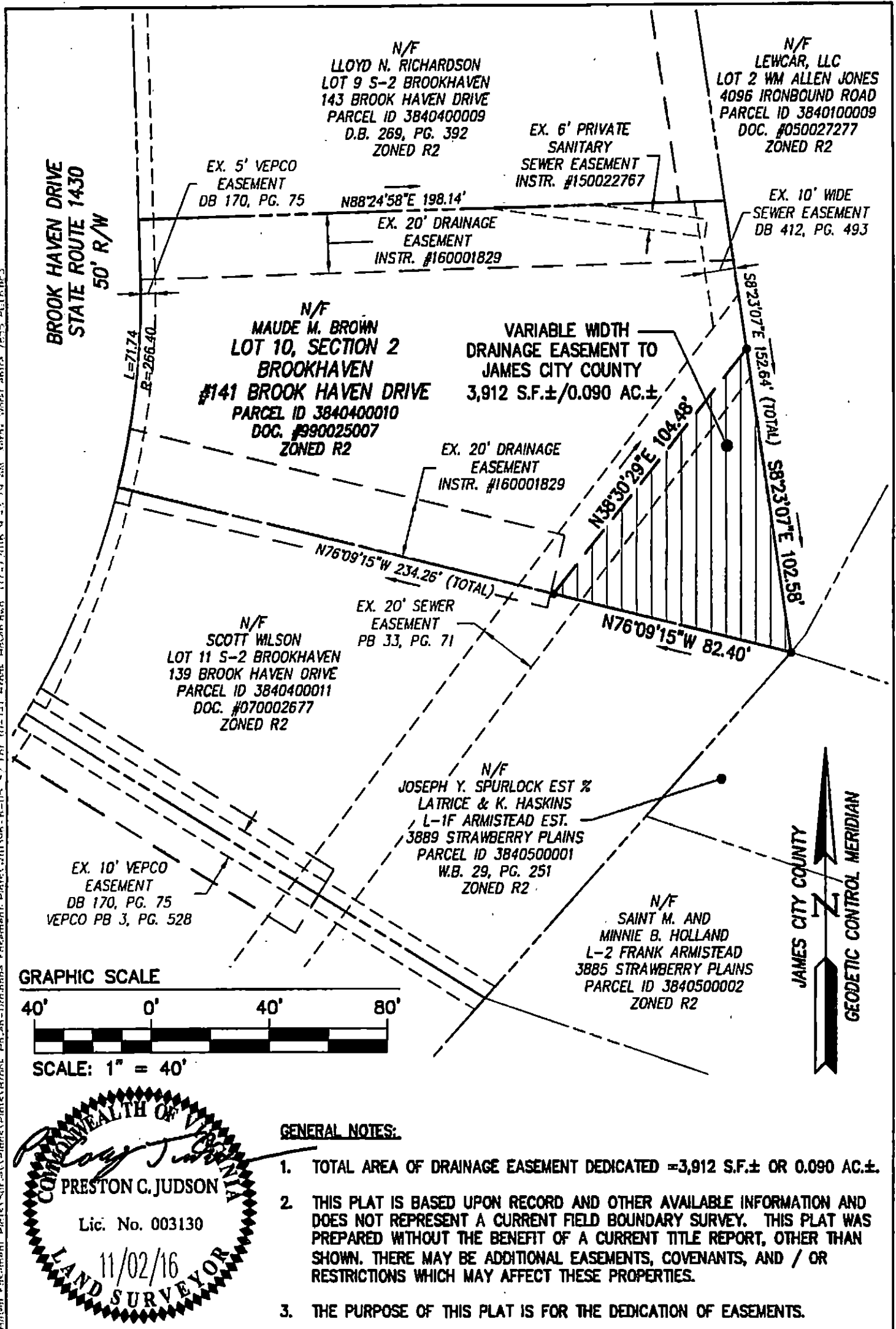
STATE TAX                      LOCAL TAX                      ADDITIONAL TAX  
\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

TESTE: MONA A. FOLEY, CLERK

BY Mona A. Foley Clerk

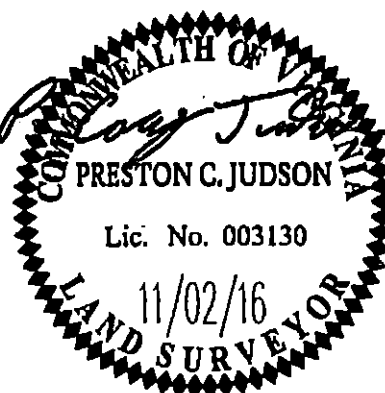
**PLAT ATTACHED**

EXHIBIT A



**GENERAL NOTES:**

1. TOTAL AREA OF DRAINAGE EASEMENT DEDICATED = 3,912 S.F.± OR 0.090 AC.±
2. THIS PLAT IS BASED UPON RECORD AND OTHER AVAILABLE INFORMATION AND DOES NOT REPRESENT A CURRENT FIELD BOUNDARY SURVEY. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, OTHER THAN SHOWN. THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS, AND / OR RESTRICTIONS WHICH MAY AFFECT THESE PROPERTIES.
3. THE PURPOSE OF THIS PLAT IS FOR THE DEDICATION OF EASEMENTS.



PLAT SHOWING DRAINAGE EASEMENT DEDICATED TO JAMES CITY COUNTY FROM MAUDE M. BROWN LOT 10, SECTION 2 BROOKHAVEN SUBDIVISION #141 BROOK HAVEN DRIVE

Project Contacts: PCJ Scale: 1"=40'  
 Project Number: W10396-6-05 Date: 11/02/2016



5248 Old Towne Road, Suite 1  
 Williamsburg, Virginia 23186  
 Phone: (757) 283-0040  
 Fax: (757) 220-8994  
 www.aesva.com

CONSULTING ENGINEERS

Hampton Roads | Central Virginia | Middle Peninsula

JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA

S:\JDRS\AWD\0916-1-Sur\000105-1-Road\Hinson\Encasement\Plats\W10396-6-05-11-02-16\11-Broad\Haven.dwg, 11/21/2016 9:43:19 AM, User: WJ, Plot: 7855, PLOT.DWG



**OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT**

**DATE :** 01/03/2017                      **TIME :** 09:33:51                      **CASE # :** 830CLR170000008  
**RECEIPT # :** 17000000016      **TRANSACTION # :** 17010300016  
**CASHIER :** AXS                      **REGISTER # :** WD22                      **FILING TYPE :** DE-PL                      **PAYMENT :** FULL PAYMENT  
**INSTRUMENT :** 170000008              **BOOK :**                      **PAGE :**                      **RECORDED :** 01/03/2017                      **AT :** 09:33  
**GRANTOR :** GRAY, MAUDE M                      **EX :** N                      **LOC :** CO  
**GRANTEE :** COUNTY OF JAMES CITY VIRGINIA                      **EX :** N                      **PCT :** 100%  
**RECEIVED OF :** NA  
**ADDRESS :**  
**DATE OF DEED :** 01/03/2017  
**CASH :** \$0.00  
**DESCRIPTION 1 :** VARIABLE WIDTH DRAINAGE EASEMENT LOT 10 BROOKHAVEN                      **PAGES :** 6                      **OP :** 0  
**NAMES :** 0  
**CONSIDERATION :** \$0.00                      **AVAL :** \$0.00                      **MAP :**                      **PIN :**

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$0.00

**TENDERED :** \$ 0.00  
**AMOUNT PAID :** \$ 0.00

**CLERK OF COURT : MONA A. FOLEY**

**PAYOR'S COPY  
RECEIPT COPY 1 OF 2**