

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

170000012

D E G T S
(not on plat)
250h
Plat ref is wrong
Plat book

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. 3840400011

Consideration: \$10.00

DEED OF EASEMENT

This DEED OF EASEMENT is dated the 22 day of DECEMBER, 2016, by and between SCOTT WILSON, 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 9,939 S.F.±/0.228 AC.±" on a plat titled "PLAT SHOWING DRAINAGE EASEMENT DEDICATED TO JAMES CITY COUNTY FROM SCOTT WILSON, LOT 11, SECTION 2 BROOKHAVEN SUBDIVISION #139 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: SCOTT WILSON



Scott Wilson

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

The foregoing instrument was acknowledged before me this 9th day of December 2016, by Scott Wilson.



James S. Williams
Notary Public
Commission Expires 11/30/19



Notary Public

My commission expires November 30, 2019
Notary Registration No. 7642309

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 14th 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



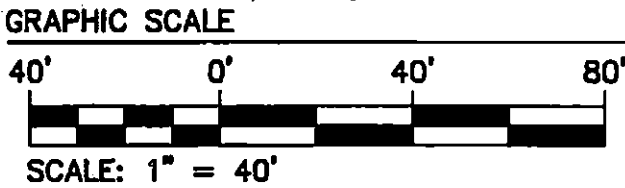
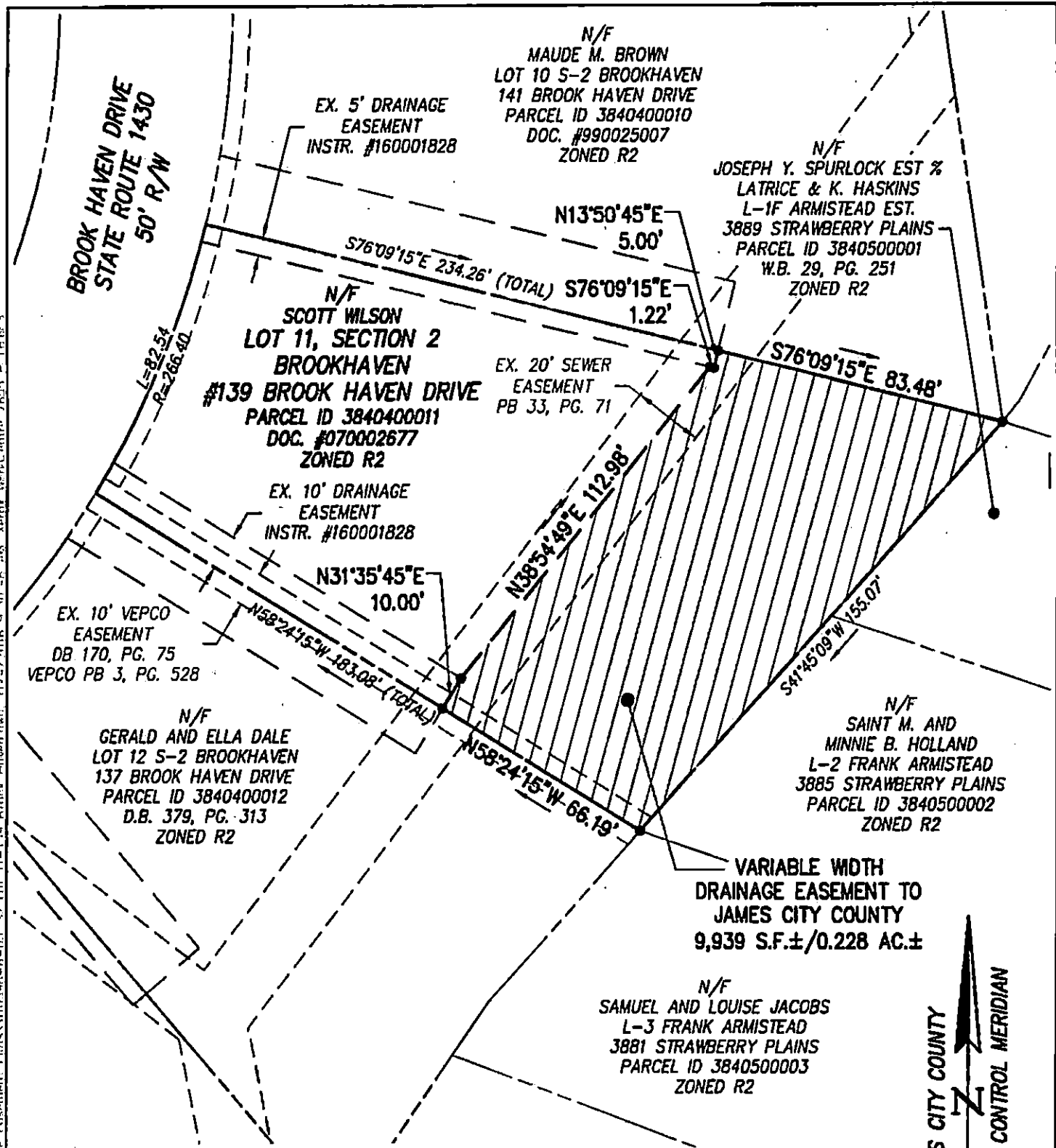
My commission expires: 10/31/2020
Notary Registration No. 344854

Reviewed as to form:

COUNTY ATTORNEY

PLAT ATTACHED

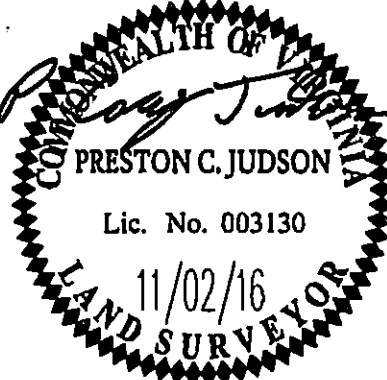
INSTRUMENT 170000012
RECORDED IN THE CLERK'S OFFICE OF
WILLIAMSBURG/JAMES CITY COUNTY ON
January 3, 2017 AT 09:45 AM
MONA A. FOLEY, CLERK
RECORDED BY: AXS

EXHIBIT A



GENERAL NOTES:

1. TOTAL AREA OF DRAINAGE EASEMENT DEDICATED = 9,939 S.F.± OR 0.228 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 SCOTT WILSON LOT 11, SECTION 2 BROOKHAVEN SUBDIVISION #139 BROOK HAVEN DRIVE

JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA

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

5248 Oldo Towne Road, Suite 1
 Williamsburg, Virginia 23188
 Phone: (757) 253-0040
 Fax: (757) 220-8994
www.aesva.com

CONSULTING ENGINEERS

Hampton Roads | Central Virginia | Middle Peninsula

S:\JORDS\W10396-6-Survey\05- Brook Haven Easement\Plats\W10396-6-05_S7 Lot 11-139 Brook Haven.dwg, 11/23/2016 9:50:48 AM Xerox WorkCentre 7855, p.16 of 3



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

DATE : 01/03/2017 **TIME :** 09:46:38 **CASE # :** 630CLR170000012
RECEIPT # : 17000000020 **TRANSACTION # :** 17010300020
CASHIER : AXS **REGISTER # :** WD22 **FILING TYPE :** DE-PL **PAYMENT :** FULL PAYMENT
INSTRUMENT : 170000012 **BOOK :** **PAGE :** **RECORDED :** 01/03/2017 **AT :** 09:45
GRANTOR : WILSON, SCOTT **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 11 BROOKHAVEN **PAGES :** 6 **OP :** 0
NAMES : 0
CONSIDERATION : \$0.00 **ANAL :** \$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**