

170 000013

Prepared by/Return to:
Maxwell Hlavin, Esq.
Asst. County Attorney
101-D Mounts Bay Road
Williamsburg, VA 23185
(757) 233-6612

D/E 613
not in plat (if plat ref. is wrong) plat correct

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. 3840400012

Consideration: \$10.00

DEED OF EASEMENT

This DEED OF EASEMENT is dated the 22 day of DECEMBER, 2016, by and between GERALD DALE and ELLA DALE, husband and wife, hereinafter called "Grantors," 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, the Grantors grant and convey 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 Grantors indicated as "VARIABLE WIDTH DRAINAGE EASEMENT TO JAMES CITY COUNTY 8,919 S.F.±/0.205 AC±" on a plat titled "PLAT SHOWING DRAINAGE EASEMENT DEDICATED TO JAMES CITY COUNTY FROM GERALD AND ELLA DALE, LOT 12, SECTION 2 BROOKHAVEN SUBDIVISION #137 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.

Grantors 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 easements 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 easements 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 Grantors 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 Grantors' 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 Grantors where necessary to the use and enjoyment of Grantee's right in the easements, provided, however, that such right to use adjoining lands of Grantors 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 Grantors 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. Grantors 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. Grantors covenant that they have the right to convey the easements. The easements 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 easements and covenants set forth in this deed shall run with the land and shall be binding on Grantors and Grantee, their heirs, successors and assigns.

[Remainder of page left intentionally blank]

WITNESS the following signatures hereunto duly authorized:

GRANTOR: GERALD DALE

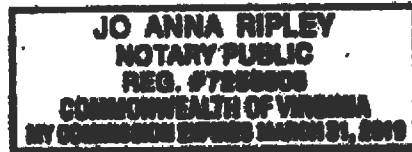
Gerald Dale
Gerald Dale

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

_____ The foregoing instrument was acknowledged before me this 16 day of November 2016, by Gerald Dale.

Joanna Ripley
Notary Public

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



GRANTOR: ELLA DALE

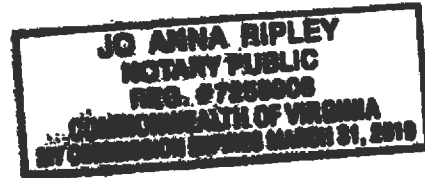
Ella Dale
Ella Dale

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

The foregoing instrument was acknowledged before me this 16 day of November, 2016, by Ella Dale.

Joanna Ripley
Notary Public

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



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

INSTRUMENT 170000013
RECORDED IN THE CLERK'S OFFICE OF
WILLIAMSBURG/JAMES CITY COUNTY ON
January 3, 2017 AT 09:49 AM
MONA A. FOLEY, CLERK
RECORDED BY: AXS

PLAT ATTACHED



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

DATE : 01/03/2017 **TIME :** 09:49:38 **CASE # :** 830CLR170000013
RECEIPT # : 17000000021 **TRANSACTION # :** 17010300021
CASHIER : AXS **REGISTER # :** WD22 **FILING TYPE :** DE-PL **PAYMENT :** FULL PAYMENT
INSTRUMENT : 170000013 **BOOK :** **PAGE :** **RECORDED :** 01/03/2017 **AT :** 09:49
GRANTOR : DALE, GERALD **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 12 BROOKHAVEN **PAGES :** 7 **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**