

170000038

D/E/G/S

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

**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. 3840300015

Consideration: \$10.00

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the 22 day of DECEMBER, 2016, by and between SAROJ H. GILBERT, 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 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 Grantor indicated as "VARIABLE WIDTH DRAINAGE EASEMENT TO JAMES CITY COUNTY 3,602 S.F.±/0.083 AC.±" on a plat titled "PLAT SHOWING DRAINAGE EASEMENT DEDICATED TO JAMES CITY COUNTY FROM SAROJ H. GILBERT, LOT 15, SECTION 1 BROOKHAVEN SUBDIVISION #131 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"). The easement shall not permit the destruction or removal of the shed currently located on the property.

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]

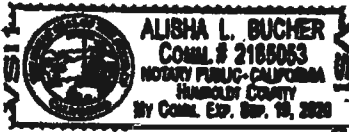
WITNESS the following signatures hereunto duly authorized:

GRANTOR: SAROJ H. GILBERT

Saroj H. Gilbert 12/1/2016  
Saroj H. Gilbert

STATE/Commonwealth of CA  
CITY/COUNTY OF Humboldt, to-wit:

The foregoing instrument was acknowledged before me this 1 day of December 2016, by Saroj H. Gilbert.



Alisha L. Bucher  
Notary Public

My commission expires: 9/19/20  
Notary Registration No. 2165053

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.

*[Signature]*  
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.

*[Signature]*  
Notary Public



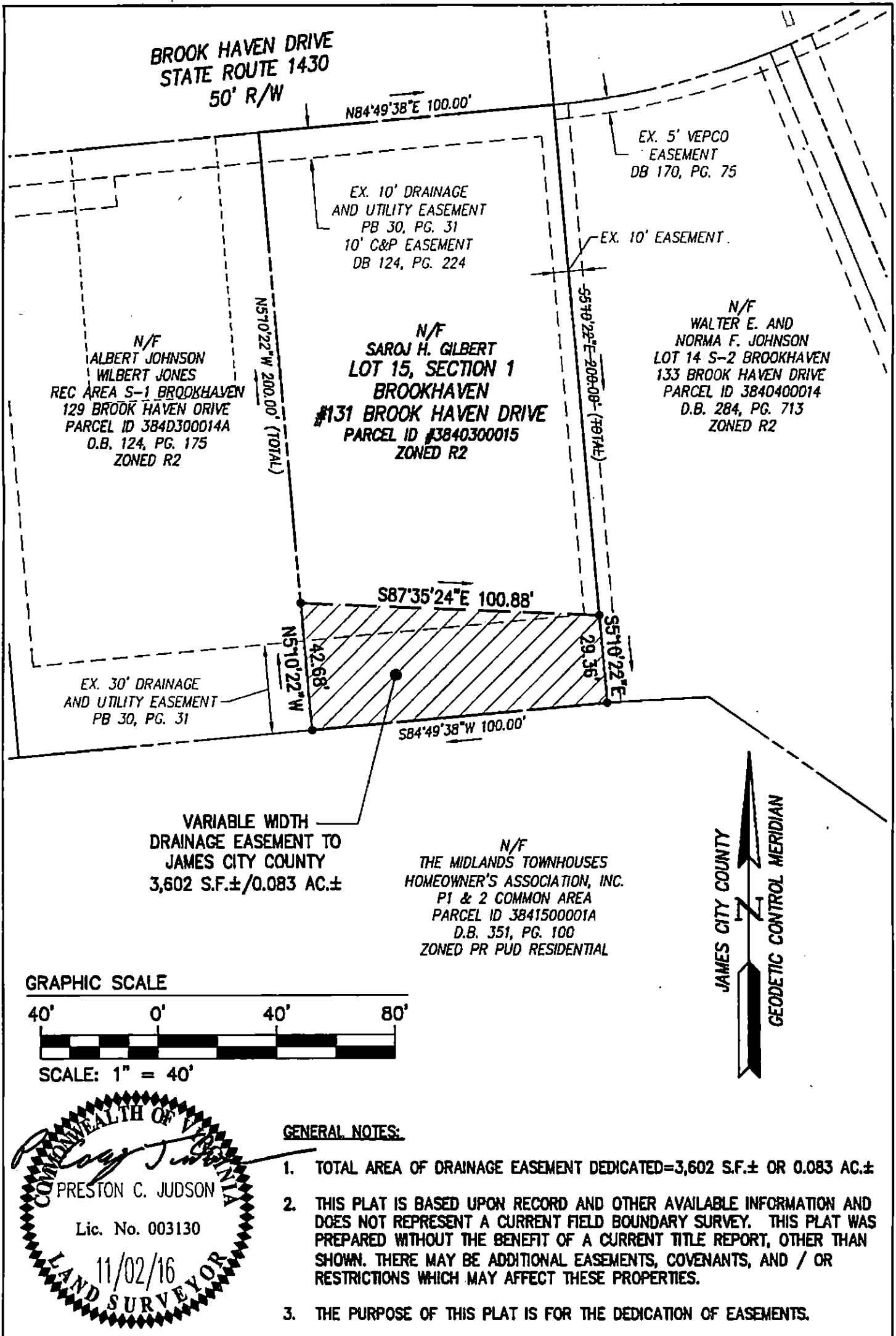
My commission expires: 10/31/2020  
Notary Registration No. 344854

Reviewed as to form:  
*[Signature]*  
COUNTY ATTORNEY

**PLAT ATTACHED**

INSTRUMENT 170000038  
RECORDED IN THE CLERK'S OFFICE OF  
WILLIAMSBURG/JAMES CITY COUNTY ON  
January 3, 2017 AT 12:09 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: AXS

EXHIBIT A



PLAT SHOWING DRAINAGE EASEMENT  
DEDICATED TO JAMES CITY COUNTY  
FROM SAROJ H. GILBERT  
LOT 15, SECTION 1  
BROOKHAVEN SUBDIVISION  
#131 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 23188  
Phone: (757) 253-0040  
Fax: (757) 220-8994  
www.aesva.com



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

**DATE :** 01/03/2017                      **TIME :** 12:09:27                      **CASE # :** 830CLR170000038  
**RECEIPT # :** 17000000080              **TRANSACTION # :** 17010300077  
**CASHIER :** AXS                              **REGISTER # :** WD22                      **FILING TYPE :** DE-PL                      **PAYMENT :** FULL PAYMENT  
**INSTRUMENT :** 170000038              **BOOK :**                                      **PAGE :**                                      **RECORDED :** 01/03/2017                      **AT :** 12:09  
**GRANTOR :** GILBERT, SAROJ H                      **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 15 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**

**COURT COPY  
RECEIPT COPY 2 OF 2**