

DIEGTS

170000039

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. 3840300014A

Consideration: \$10.00

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the 22 day of DECEMBER, 2016, by and between ALBERT JOHNSON and WILBERT JONES, 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, 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 4,890 S.F.±/0.112 AC.±" on a plat titled "PLAT SHOWING DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT DEDICATED TO JAMES CITY COUNTY FROM ALBERT JOHNSON & WILBERT JONES, LOT 14A, SECTION 1 BROOKHAVEN SUBDIVISION #129 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; and,

The privilege and easement temporarily over, under, upon, and across the lands of Grantors indicated as "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT 4,222 S.F.±/0.097 AC.±," on the attached Exhibit A (the "Temporary Construction Easement").

Grantors and Grantee agree these easements are subject to the following conditions and covenants:

A. The easements 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 easements 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 easements for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easements, including a right of ingress to and egress from the easements 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 easements 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 easements 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. The Temporary Construction Easement shall automatically terminate upon conclusion of construction activities.

[Remainder of page intentionally left blank]

WITNESS the following signatures hereunto duly authorized:

GRANTOR: ALBERT JOHNSON

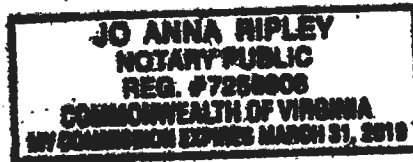
Albert Johnson  
Albert Johnson

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

The foregoing instrument was acknowledged before me this 15 day of November, 2016, by Albert Johnson.

Joanna Ripley  
Notary Public

My commission expires: 3/31/2019  
Notary Registration No. 7258908



GRANTOR: WILBERT JONES

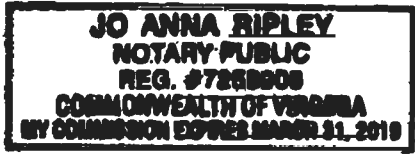
Wilbert Jones  
Wilbert Jones

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

The foregoing instrument was acknowledged before me this 15 day of November, 2016, by Wilbert Jones.

Jo Anna Ripley  
Notary Public

My commission expires: 3/31/2019  
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 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

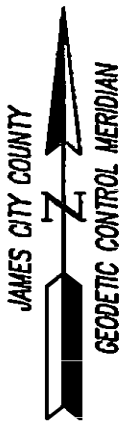
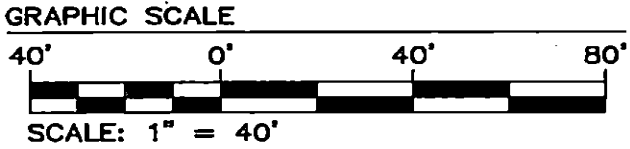
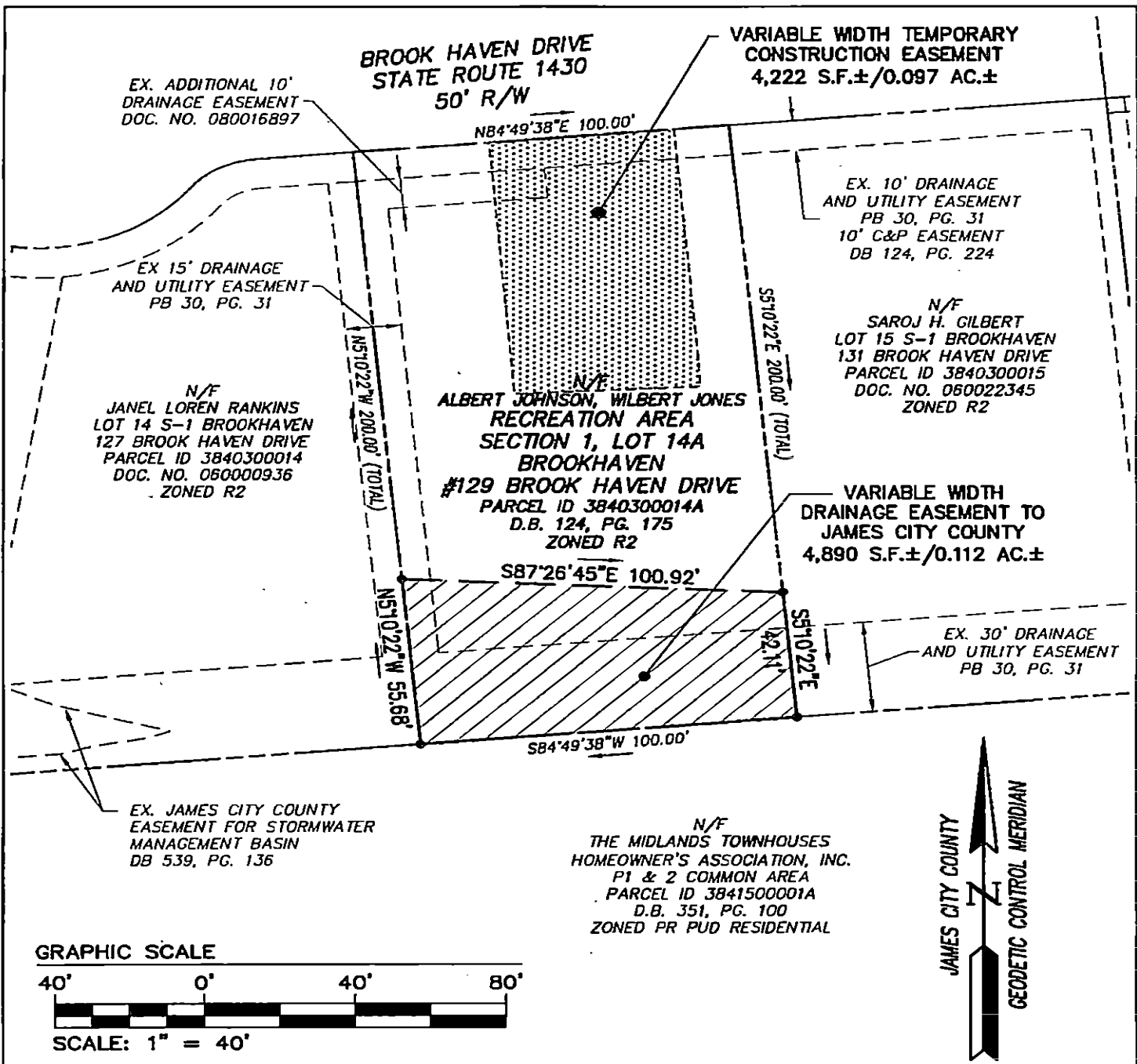


Reviewed as to form:

*[Signature]*  
COUNTY ATTORNEY

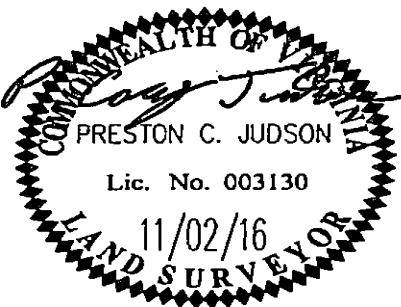
**PLAT ATTACHED**

INSTRUMENT 170000039  
RECORDED IN THE CLERK'S OFFICE OF  
WILLIAMSBURG/JAMES CITY COUNTY ON  
January 3, 2017 AT 12:12 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: AXS



**GENERAL NOTES:**

1. TOTAL AREA OF DRAINAGE EASEMENT DEDICATED = 4,890 S.F. ± OR 0.112 AC. ±  
AREA OF TEMPORARY CONSTRUCTION EASEMENT = 4,222 S.F. ± OR 0.097 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 AND TEMPORARY CONSTRUCTION EASEMENT DEDICATED TO JAMES CITY COUNTY FROM ALBERT JOHNSON & WILBERT JONES LOT 14A, SECTION 1 BROOKHAVEN SUBDIVISION #129 BROOK HAVEN DRIVE JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA**

Project Contacts:	PCJ	Scale:	1"=40'
Project Number:	W10398-6-05	Date:	11/02/2016
		5248 Old Towne Road, Suite 1 Williamsburg, Virginia 23188 Phone: (757) 253-0040 Fax: (757) 220-8864 <a href="http://www.aesva.com">www.aesva.com</a>	
		Hampton Roads   Central Virginia   Middle Peninsula	

S:\035\W10398-6-Survey\05-Brook Haven Easement Plat\Survey\Plat\Brook Haven Drainage Easement Plat\W10398-6-05\_51 Lot 14A-179 Brook Haven.dwg, 11/02/2016 11:51:32 AM, bob.begeman



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

**DATE :** 01/03/2017                      **TIME :** 12:12:45                      **CASE # :** 830CLR170000039  
**RECEIPT # :** 17000000081      **TRANSACTION # :** 17010300078  
**CASHIER :** AXS                      **REGISTER # :** WD22                      **FILING TYPE :** DE-PL                      **PAYMENT :** FULL PAYMENT  
**INSTRUMENT :** 170000039              **BOOK :**                      **PAGE :**                      **RECORDED :** 01/03/2017                      **AT :** 12:12  
**GRANTOR :** JOHNSON, ALBERT                      **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 DRAIN EASEMENT LOT 14A 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**

**COURT COPY  
RECEIPT COPY 2 OF 2**