

Prepared by /Return to:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, 20____, by and between _____, Grantor, hereinafter referred to as "Landowner", and the County of Gloucester, Virginia, Grantee, hereinafter referred to as "County".

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty and English Covenants of Title to the County and its successors and assigns forever the following property:

A permanent utility easement (the singular term "easement" when used hereinafter to include the plural if applicable) for the installation, maintenance, operation, and repair of utility lines, pipes, and facilities connected therewith, which easement is beneath, upon, and over a strip of land, which is shown and designated as "_____" on a certain plat entitled "_____", dated _____, and made by _____, attached hereto, and recorded herewith, to which plat reference is hereby made for a more particular description of the easement hereby conveyed.

[NOTE: This description and some of the conditions below may need to be changed depending on the types of easements to be conveyed.]

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for the County shall be and remain the property of the County and no charge shall at any time be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.
2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.
3. The County shall have the right to inspect, rebuild, repair, change, alter, and install utility lines, pipes, and facilities, or such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.
4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of Gloucester County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. The County may from time to time grant the right to others to locate facilities serving the public within the easement hereby conveyed, including but not limited to electric, telephone or gas utility facilities.

12. The easement granted hereby shall not obligate the County to construct or maintain any facility or to provide any service, nor shall the easement and its use by the County subject the County to any liability to any third party.

13. This instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signatures and seals:

_____(SEAL)

COMMONWEALTH OF VIRGINIA
County of Gloucester, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

My Commission Expires: __/__/__
Registration No.: _____

Notary Public

_____(SEAL)

COMMONWEALTH OF VIRGINIA
County of Gloucester, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____.

My Commission Expires: __/__/__
Registration No.: _____

Notary Public

Approved as to form:

Edwin N. Wilmot, County Attorney

The County of Gloucester, Virginia, acting by and through its County Administrator, he being thereto duly authorized by Resolution adopted by the Gloucester County Board of Supervisors on the 4th day of September, 2012, does hereby accept the conveyance of the interest in real estate made by this deed.

COUNTY OF GLOUCESTER, VIRGINIA

By: _____
Brenda G. Garton, County Administrator

COMMONWEALTH OF VIRGINIA
County of Gloucester, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
Brenda G. Garton, County Administrator.

My commission expires: __/__/__
Registration No.: _____

Notary Public