

Exemption Claimed: Grantee is exempted from recordation taxes and fees pursuant to § 58.1-811A(3), Code of Virginia.

Prepared By:

Tax Map No.:

Property Owners:

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ AND \_\_\_\_\_ (whether one or more, "Grantor") and the BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), paid in hand at and with the execution and delivery of this Deed of Easement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with General Warranty and Modern English Covenants of Title unto the Grantee, its successors and assigns, the following described easement, to-wit:

A perpetual RIGHT and EASEMENT, approximately \_\_\_\_\_feet in width, to construct, operate, maintain, inspect and repair or replace a drainage system and related improvements including slope(s), if applicable, together with the right of ingress and egress thereto from a public road, upon, over, under, and across a tract or parcel of land belonging to the Grantor, acquired by deed dated \_\_\_\_\_ and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, and designated on the Roanoke County Land Records as Tax Map No. \_\_\_\_\_ (the "Property"). The location of said easement is more particularly described on the plat attached hereto as "Exhibit A" and by this reference made a part hereof (the "Plat"), and shown traversing as shown on Exhibit A.

The Grantee agrees to restore and repair any actual damage to Grantor's Property which may be directly caused by the construction, reconstruction, or maintenance of said project except as hereinafter provided. The Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable, and that the Grantor will cooperate with the Grantee in effectuating such restoration.

It is expressly agreed between the parties hereto that the Grantee and its agents shall have the right to inspect the easement herein granted and to cut, clear, and remove all undergrowth, obstructions, or improvements lying within, or upon said easement, that in any way endanger or interfere with the proper use of the same. The Grantor covenants that no building or structure shall be erected upon or within the easement herein granted or placed in such location as to render the said easement inaccessible. In the event that this covenant is violated, the Grantee

shall not be obligated to repair, replace, or otherwise be responsible for such improvements if damaged or removed.

The Grantor acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to the Grantor or Grantor's authorized representative. The fixtures, facilities, lines, utilities, and any other improvements placed upon, under, or across the Property by the Grantee shall remain the property of the Grantee. The easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future.

The Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives, and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

The grant and provision of this Deed of Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns forever to have and hold unto the Grantee, its successors and assigns forever.

\_\_\_\_\_, County Administrator, or his designee, of Roanoke County, Virginia, hereby joins in the execution of this instrument to signify the acceptance by said Board of Supervisors of the real estate conveyed herein pursuant to Ordinance No. \_\_\_\_\_ adopted by the Board of Supervisors of Roanoke County, Virginia, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed on their behalf.

**GRANTOR:**

\_\_\_\_\_  
(Name) (SEAL) \_\_\_\_\_ (SEAL)  
(Name)

**GRANTOR ACKNOWLEDGMENT**

**State of:** \_\_\_\_\_  
**County/City of:** \_\_\_\_\_, **to wit:**

The foregoing instrument was acknowledged before me this\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_,  
by: \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature) / \_\_\_\_\_  
(Notary Public Printed Name)

My Commission expires: \_\_\_\_\_ Registration # \_\_\_\_\_

**BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA:**

\_\_\_\_\_  
(County Administrator of Roanoke County, Virginia) (SEAL)

**COUNTY ACKNOWLEDGMENT**

**State of:** \_\_\_\_\_  
**County/City of:** \_\_\_\_\_, **to wit:**

The foregoing instrument was acknowledged before me this\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_, County Administrator, on behalf of the Board of  
Supervisors of Roanoke County, Virginia.

\_\_\_\_\_  
(Notary Public Signature) / \_\_\_\_\_  
(Notary Public Printed Name)

My Commission expires: \_\_\_\_\_ Registration # \_\_\_\_\_  
(SEAL)