



COUNTY OF JAMES CITY, VIRGINIA

EASEMENT & DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF RETAINING WALL
AND DRAINAGE SYSTEM

**Stormwater and Resource
Protection Division**
101-E Mounts Bay Road
Williamsburg, VA 23185
757-253-6670
jamescitycountyva.gov

THIS EASEMENT AND DECLARATION OF COVENANTS, made this ____ day of _____,
20____, between _____,
and all successors in interest, (the "OWNER"), owner(s) of the following property:

Tax Map Parcel Identification Number(s): _____

Property Address: _____

Subdivision Name (or project name if not a subdivision): _____

Subdivision Lot Number (if known): _____,

and the County of James City, Virginia, a political subdivision of the Commonwealth of Virginia (the
"COUNTY").

WITNESSETH:

The OWNER, with full authority to execute deeds, mortgages, other covenants, and all rights, titles, and interests in the property described above, does grant the COUNTY the following rights and hereby covenants with the COUNTY as follows:

1. The OWNER must provide maintenance for the retaining wall and any drainage facilities, runoff control facilities, conveyance systems, and associated easements, hereinafter referred to as the "SYSTEM," located on and serving the above-described property to ensure that the SYSTEM is and remains in proper working condition in accordance with approved design standards, the law, applicable executive regulations, and the maintenance plan which has been prepared by an appropriate design professional (the "MAINTENANCE PLAN") and which is attached as **Exhibit A**. The SYSTEM does not include any elements located within any Virginia Department of Transportation rights-of-way.

2. If necessary, the OWNER will levy regular or special assessments against all present or subsequent owners of property served by the SYSTEM to ensure that the SYSTEM is properly maintained.

3. The OWNER, at its sole expense, will cause the SYSTEM to be inspected by an appropriate licensed professional at each time interval noted within the MAINTENANCE PLAN and an appropriate licensed professional must complete the recommended maintenance. With seven days of such maintenance being performed, the individual performing the maintenance must submit a copy of their report to the Office of Building Safety and Permits. The COUNTY is not bound by the inspection or recommendations of the professional engineer.

Prepared by (Name, Address, and Phone):

Return to:

JCC Attorney's Office
101-D Mounts Bay Road
Williamsburg, VA 23185
(757) 253-6612

4. The OWNER must provide and maintain perpetual access from public rights-of-way to the SYSTEM for the COUNTY, its agents, and its contractors for the purpose of inspecting, monitoring, operating, installing, constructing, reconstructing, maintaining, or repairing the SYSTEM consistent with the rights granted by this Easement and Declaration of Covenants. The location of such easements are shown on the plans approved by the COUNTY for construction of the SYSTEM. These approved plans are attached as **Exhibit B**.

5. The OWNER must not install, place, or construct any structure or utilities within the easements graphically depicted in Exhibit B. Landscaping within the easement is only permitted when approved in writing by the Director of Stormwater and Resource Protection.

6. If, after reasonable notice by the COUNTY, the OWNER fails to maintain the SYSTEM in accordance with the approved design standards, the law and applicable regulations, and the MAINTENANCE PLAN, the COUNTY may perform all necessary repair or maintenance work and assess the OWNER and/or all property served by the SYSTEM for the cost of the work and any applicable penalties.

7. Any amounts incurred by the COUNTY in repairing or maintaining the SYSTEM under these covenants will constitute an automatic lien on the above-described property.

8. The OWNER shall indemnify and save the COUNTY harmless from all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation, or use of the SYSTEM.

9. The OWNER must promptly notify the COUNTY when the OWNER legally transfers any of the OWNER responsibilities for the SYSTEM. The OWNER must supply the COUNTY with a copy of any document of transfer executed by both parties.

10. The rights and covenants contained herein run with the land and bind the OWNER and the OWNER's heirs, executors, administrators, successors, and assignees, and bind all present and subsequent owners of property served by the SYSTEM.

11. This Easement and Declaration of Covenants will be recorded in the County Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the OWNER executed this EASEMENT AND DECLARATION OF COVENANTS as of the date first above written.

OWNER

Signature

Print Name and Title

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

I hereby certify that on this _____ day of _____, 20____, before the subscribed, a Notary Public for the Commonwealth of Virginia, personally appeared _____ and did acknowledge the foregoing instrument to be his/her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20_____.

[PLACE NOTARY SEAL HERE]

Notary Public

Notary Registration Number: _____

My Commission expires: _____

Approved as to form:

County Attorney

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