

THIS DEED OF EASEMENT AND HOLD HARMLESS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_, as grantor, party of the first part; and the COUNTY OF HENRICO, VIRGINIA, as grantee, party of the second part.

WITNESSETH

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and the benefits it may derive therefrom, and other valuable consideration, the party of the first part does hereby grant and convey unto the party of the second part, its successors or assigns, with General Warranty and English covenants of title, forever, the following described easement, to-wit:

The non-exclusive right, privilege and easement of right-of-way to use, inspect, maintain, repair and replace drainage lines, facilities and structures including those within the open retention basin ("system") to be constructed by the party of the first part, over, under, through and across the property of the party of the first part, the permanent area of said easement of right-of-way as more particularly described and shown on that certain plat \_\_\_\_\_

\_\_\_\_\_ BEING a part of the same real estate conveyed to \_\_\_\_\_, by deed from \_\_\_\_\_, dated \_\_\_\_\_, by recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_, in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia.

It is further understood and agreed that the said system shall be and remain the property of the party of the second part; that the party of the second part shall at all times have the right of ingress and egress thereto over the property of the party of the first part in order to use, inspect, maintain, repair, and replace said system together with all the rights and privileges necessary or convenient for the full enjoyment or use for any of the aforesaid purposes of the right-of-way herein granted; and that other uses to be made by the party of the first part in the areas subject to this Deed of

Easement and Hold Harmless Agreement shall not interfere with the uses for which this Deed of Easement and Hold Harmless Agreement is intended.

THIS AGREEMENT further witnesseth that: (1) the party of the first part hereby grants permission to the party of the second part to discharge off-site storm water and surface water accumulation into the open retention basin (the Basin), as more particularly described and shown on the aforesaid attached plat dated \_\_\_\_\_, which shall remain the property of the party of the first part; (2) the party of the first part further covenants and agrees that the party of the second part, its successors and assigns, shall have no responsibility or obligation for the maintenance or repair of the Basin; in the event that the Basin is in need of repair, the party of the first part shall be responsible for the cost of any maintenance, reconstruction, and repair of the Basin lying therein as determined necessary by the Director of Public Works; (3) in the event the party of the first part or its successors or assigns in interest or title fail to make necessary repairs, maintenance, or reconstruction, as required by the Director of Public Works of the County of Henrico, within thirty (30) days of notification, then the party of the second part shall have the right to make such repairs, maintenance, or reconstruction at the expense of the party of the first part; (4) the party of the first part will indemnify, keep and hold harmless the party of the second part, its officers, employees, and agents against and from all liability, claims, damages, and costs including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the construction, design, operation, maintenance, repair and/or reconstruction of the Basin including, by way of illustration and not limitation, all claims on account of injury to the party of the first part, including any lessee, invitee, or other person, firm or corporation. Further, in the event that a suit related to the construction, design, operation, maintenance, repair, and/or reconstruction of the Basin shall be brought against the party of the second part, its officers, employees and agents, either independently or jointly with the first part, such lessee or invitee or other party, will defend the party of the second part, its officers, employees, and agents in such suit at the cost of the party of the first part and in the

event of a final judgement being obtained against the party of the second part, its officers, employees, and agents, either independently or jointly with the party of the first part or any lessee, invitee, or other person, firm or corporation, then such party of the first part will pay such judgment with all costs and hold the party of the second part, its officers, employees, and agents harmless; and (5) the party of the first part and the party of the second part covenant and agree that this agreement shall be binding upon and inure to benefit of their successors, assigns in the interests and/or successors or assigns in title of the parties hereto.

This Deed and Easement and Hold Harmless Agreement may only be modified by written instrument executed by the parties hereto.

WITNESS the following signatures and seals:

COUNTY OF HENRICO, VIRGINIA

By \_\_\_\_\_

Director of Public Works/County Engineer

ATTEST:

(CORPORATION NAME)

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
By

STATE OF VIRGINIA  
COUNTY OF HENRICO, to-wit:

The foregoing Deed of Easement and Hold Harmless Agreement was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, by \_\_\_\_\_, whose name is signed as \_\_\_\_\_, a Virginia corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA  
COUNTY OF HENRICO, to-wit:

The foregoing Deed of Easement and Hold Harmless Agreement was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, by \_\_\_\_\_, whose name is signed as \_\_\_\_\_, a Virginia corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

(REV. 10/98)