

1 CHAPTER XX. [7]

2 DEEDS OF LEASE.

3 **Drafting note: Proposed Chapter 7 consolidates within Part B of Subtitle III**
4 **(Rental Conveyances) sections from existing Article 1 (Form and Effect of Deeds and**
5 **Leases) and Article 3 (Effect of Certain Expressions in Deeds and Leases) of Chapter 4 of**
6 **Title 55 that are related specifically to deeds of lease, which are properly located with**
7 **other rental conveyance provisions in Subtitle III.**

8 § ~~55-57~~ 55.1-xxx. Form of a lease.

9 A deed of lease may be made in ~~the following a~~ form, ~~or to the same effect~~ substantially
10 similar to the following: "This deed, made the day of, in the year, between
11 (herein insert the names of parties), witnesseth: that the said doth (or do) demise unto the
12 said, his personal representative and assigns, all (here describe the property) from the
13 day of, for the term of, thence ensuing, yielding therefor during the said term the
14 rent of (here state the rent and mode of payment). Witness the following signature and seal (or
15 signatures and seals)."

16 **Drafting note: Technical changes.**

17 § ~~55-57.1~~ 55.1-xxx. Memoranda of leases and options.

18 A. In lieu of the recording of a lease, ~~there may be recorded with like effect~~ a
19 memorandum of such lease may be recorded, executed by the lessor and the lessee in the
20 manner ~~which that~~ would entitle a conveyance to be recorded. ~~A Such~~ memorandum of lease
21 ~~thus entitled to be recorded~~ shall contain at least the following information with respect to the
22 lease: ~~the~~

23 1. The name of the lessor, ~~the~~;

24 2. The name of the lessee and a reference to the lease; ~~the~~

25 3. The addresses, if any, set forth in the lease as addresses of such parties; ~~its~~

26 4. The date of the memorandum of such lease; ~~a~~

27 5. A description of the leased premises; and ~~a~~

28 | 6. A statement of the term, commencement date or termination date, and rights of
29 | extension or renewal, if any, to the extent required to determine the period for which or date to
30 | which the lease may be in effect.

31 | B. In lieu of the recording of an option to purchase real estate, ~~there may be recorded~~
32 | ~~with like effect~~ a memorandum of such option may be recorded, executed by the grantor of the
33 | option in the manner ~~which that~~ would entitle a conveyance to be recorded. ~~A Such~~
34 | memorandum of option to purchase real estate ~~thus entitled to be recorded~~ shall contain at least
35 | the following information with respect to the option:

- 36 | 1. The name of the person granting the option;
- 37 | 2. The name of the optionee and a reference to the option;
- 38 | 3. The addresses, if any, set forth in the agreement as addresses of such parties;
- 39 | 4. ~~Its~~ The date of the memorandum of the option;
- 40 | 5. A description of the optioned premises;
- 41 | 6. The option price or reference to the document containing the method with regard to
42 | how the option price is computed; and
- 43 | 7. The statement of the term, commencement date or termination date, and rights of
44 | extension or renewal, if any, to the extent required to determine the period during which or date
45 | to which the option may be in effect.

46 | **Drafting note: The listed information required in subsection A is reorganized as**
47 | **numbered subdivisions parallel to the information required in subsection B, and language**
48 | **is updated to reflect modern usage.**

49 | ~~§ 55-76 55.1-xxx. Of Certain covenants of~~ lessee "to pay the rent" and "to pay the
50 | taxes."

51 | In a deed of lease, (i) a covenant by the lessee "to pay the rent" shall have the effect of a
52 | covenant that the rent reserved by the deed shall be paid to the lessor, or those entitled under
53 | ~~him the lessor~~, in the manner ~~therein mentioned~~; stated in the deed, and (ii) a covenant by ~~him~~
54 | the lessee "to pay the taxes" shall have the effect of a covenant that all the taxes, levies, and

55 assessments upon the demised premises, or upon the lessor on account thereof, shall be paid by
56 the lessee or those claiming under ~~him~~ the lessee.

57 **Drafting note: References to the pronoun "him" are clarified to avoid confusion of**
58 **lessee and lessor. Technical changes are made.**

59 § ~~55-77~~ 55.1-xxx. ~~"That~~ Certain covenants of lessee that "he will not assign, ~~etc.,~~
60 without leave" and "that "he will leave the premises in good repair."

61 In a deed of lease, (i) a covenant by the lessee that "he will not assign without leave"
62 shall have the same effect as a covenant that the lessee will not, during the term, assign, transfer,
63 or set over the premises, or any part ~~thereof of such premises~~, to any person without the consent,
64 in writing, of the lessor, ~~his or the lessor's~~ representative or assigns. ~~And, and (ii)~~ a covenant by
65 ~~him~~ the lessee that "he will leave the premises in good repair" shall, subject to the qualifications
66 of § ~~55-226~~ 55.1-xxx, have the same effect as a covenant that the demised premises will, at the
67 expiration or other sooner determination of the term, be peaceably surrendered and yielded ~~up~~
68 ~~unto to~~ the lessor, ~~his or the lessor's~~ representatives or assigns, in good and substantial repair
69 and condition, reasonable wear and tear excepted.

70 **Drafting note: References to the pronouns "his" and "him" are clarified to avoid**
71 **confusion of lessee and lessor. Technical changes are made.**

72 § ~~55-78~~ 55.1-xxx. Covenant of lessor "for lessee's quiet enjoyment."-

73 A covenant by a lessor "for the lessee's quiet enjoyment of his term" shall have the same
74 effect as a covenant that the lessee, ~~his or the lessee's~~ personal representative ~~and or~~ lawful
75 assigns, paying the rent reserved, and performing his ~~or their~~ covenants, shall peaceably possess
76 and enjoy the demised premises, for the term granted, without any interruption or disturbance
77 from any person ~~whatever~~.

78 **Drafting note: A reference to the pronoun "his" is clarified to avoid confusion of**
79 **lessee and lessor. Technical changes are made.**

80 § ~~55-79~~ 55.1-xxx. Effect of provision for reentry by lessor.

