

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT AND VACATION (WATER)

DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:
PREPARER'S PLAT NUMBER:
DATE OF PLAT:
REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

**LOUDOUN COUNTY SANITATION AUTHORITY
880 HARRISION STREET, S.E.
P. O. BOX 4000
LEESBURG, VIRGINIA 20175-4099
BOX 45
58.1-811(3)**

Project Name:
LCSA Project Number:
MCPI:

DEED OF EASEMENT AND DEED OF VACATION (WATER)

THIS DEED OF EASEMENT AND DEED OF VACATION, made this _____ day of _____, 20____, by and between **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, hereinafter called "the Authority", party of the first part; and _____, party of the second part.

W I T N E S S E T H:

WHEREAS, the party of the second part is the owner(s) of the hereinafter described property, by a certain Deed recorded in Deed Book _____ at Page _____ [*or Instrument Number*], et seq., of the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of the party of the second part hereto to grant and convey unto the Authority, the waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided.

WHEREAS, it is the desire and intent of the Authority, to vacate a certain existing waterline easement(s) in the location(s) shown on the plat attached hereto and as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the second part does hereby grant and convey unto the Authority, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, and other appurtenant facilities, for the transmission and distribution of water, through, upon and across the property of the party of the second part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easement being conveyed, deemed by it to interfere with proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The party of the second part reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Authority for the purposes named; provided, however, that the party of the second part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

5. In the event the Authority, its successors and assigns, should permanently cease using the easement herein granted for public water supply purposes, then all rights with respect to this easement shall revert to the party of the second part, its successors or assigns.

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Authority hereby vacates, quitclaims, and releases all of its right, title and interest in and to the portion of the waterline easement, as shown on the plat attached hereto and made a part hereof.

THIS DEED OF EASEMENT AND DEED OF VACATION is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the Authority, as shown by the signatures affixed hereto, and is in accordance with the free consent and desire of the party of the second part, sole owner and proprietor of the land embraced within the bounds of said dedication.

WITNESS the following signatures and seals:

CORPORATE SEAL

ATTEST:

LOUDOUN COUNTY SANITATION AUTHORITY

Secretary

Dale C. Hammes, General Manager (SEAL)

STATE OF _____,
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the City/County of _____, State of _____, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, _____, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the _____ day of _____, 20____, and acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.

Notary Public
Registration Number: _____

(SEAL)

ATTEST:

[COMPANY NAME]

Secretary

Name: _____
Title: _____

(SEAL)

STATE OF _____,
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the City/County of _____, State of _____ whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, _____, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the _____ day of _____, 20____, and acknowledged the same before me.

GIVEN under my hand this _____ day of _____, 20____.

Notary Public
Registration Number: _____

(SEAL)