

## RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT (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:

**DEED OF EASEMENT (WATER)**

THIS DEED OF EASEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, party of the first part, also called Owner(s); and **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, party of the second part, also called Authority.

WHEREAS, \_\_\_\_\_ is the owner(s) of certain real property located in Loudoun County, Virginia, described as MCPI \_\_\_\_\_.

NOW, THEREFORE, this Deed of Easement

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the Owner(s) does 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 Owner(s), said property and easement being more particularly bounded and described on plat number \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_, of \_\_\_\_\_, Virginia, 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 the 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 lands 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 Owner(s) 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 Owner(s) shall not erect any buildings or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

WITNESS the following signatures and seals:

[COMPANY NAME]

\_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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)

LOUDOUN COUNTY SANITATION AUTHORITY

\_\_\_\_\_(SEAL)  
Dale C. Hammes, General Manager

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)