

RECORDATION COVER SHEET

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

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
44865 LOUDOUN WATER WAY
P.O. BOX 4000
ASHBURN, VA 20146
BOX 45
58.1-811(3)**

Project Name:
LCSA Project Number:

DEED OF EASEMENT (WATER AND SEWER)

THIS DEED OF EASEMENT is made and entered this _____ day of _____ 20____, by and between _____, party of the first part, also called Owners, 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 at MCPI _____.

NOW THEREFORE, this Deed of Easement

WITNESSETH:

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 Owners do 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 Owners, said property and easement being more particularly bounded and described on plat number _____ dated _____, 20____, prepared by _____ of _____, Virginia, attached hereto and made a part hereof. The Owners do further grant and convey unto the Authority an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer lines, including manholes and other appurtenant facilities for the collection of sewage and its transmission through and across the property of the Owners, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof. The easements are subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
2. All sewers, manholes, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
3. The Authority and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way and the right to use abutting land adjoining the easements 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.

4. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers and appurtenant facilities and/or 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, the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the reseeding of lawns or pasture areas, and the replacement of shrubbery, but shall not include the replacement of structures, trees or other obstructions.

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

WITNESS the following signatures and seals:

[COMPANY NAME]

Name: _____
Title: _____

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 deed bearing date of the _____ day of _____, 20_____, and acknowledged the same before me.

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

(SEAL)

Notary Public
Registration Number: _____

LOUDOUN COUNTY SANITATION AUTHORITY

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 deed 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)