

LCSA EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the Authority, its successors and assigns, the easements as hereafter set forth in the respective locations as shown on the Plat, as follows:

***INSERT THE APPROPRIATE STANDARD WATER AND/OR SANITARY SEWER
PARAGRAPH(S) FROM APPENDIX 4.1
(Each paragraph to be itemized by letter, beginning with
“A. Waterline Easements” followed by
“B. Sanitary Sewer Easements” (if both are applicable),
then by temporary construction easements and other LCSA easements as appropriate.
If the type of easement required is not included in the standard paragraphs, contact the
LCSA Project Engineer or the Engineering Administrative Specialist.)***

The foregoing easements to the Authority are subject to the following conditions:

1. All water mains, sewer lines, and appurtenant facilities which are installed in easements 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 said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements, including right of access to and from the easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or 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 adjoining land.

3. 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 water mains, sewer lines, 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 adjoining said easements which are disturbed in any manner by the construction, operation, and maintenance of said water mains, sewer lines, and appurtenant facilities. Such restoration shall include backfilling of trenches, replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas, and replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements and to make 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 Owner shall not erect any building or other structures, except a fence, on the easements without the prior written approval of the Authority.