

Project Name:
Loudoun Water Project Number:

DEED OF EASEMENT (RECLAIMED WATER, WATER AND SEWER) [AND DEED OF VACATION (RECLAIMED WATER, WATER AND SEWER)]

THIS DEED OF EASEMENT [AND VACATION] is made and entered this _____ day of _____ 20___, by and between _____, also called Owner(s), and **LOUDOUN COUNTY SANITATION AUTHORITY d.b.a. LOUDOUN WATER**, a body corporate and politic, also called Authority.

WHEREAS, Owner(s) is the owner(s) of certain real property located in Loudoun County, Virginia, described at Deed Book _____ Page _____ {or Instrument Number _____}.

NOW THEREFORE, this Deed of Easement [and Vacation]

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 Owner(s) grants and conveys unto the Authority, its successors and assigns, the following easement(s) and rights-of-way for the purpose of **the transmission and distribution of water (reclaimed water) and for the collection and transmission of sewage,** through, upon and across the property of the Owner(s):

- A. **Water Main Easements.** Water main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, fire hydrants, valves, meters, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (the "Water Main Facilities").
- B. **Reclaimed Water Main Easements.** Reclaimed Water main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future reclaimed water mains, valves, meters, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (the "Reclaimed Water Main Facilities").
- C. **Sanitary Sewer Easements.** Sanitary sewer main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer mains, manholes, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (the "Sanitary Sewer Facilities").

D. **Temporary Construction Easements.** Temporary easements for the purpose of the necessary grading and construction through and across the Property, said easements being located within the construction impact area as more particularly shown and depicted on the Plat. These temporary easements shall automatically become null and void at such time as grading and construction for Loudoun Water project number _____, titled _____, is complete and the improvements have been accepted by the Authority.

The said property and easements are more particularly bounded and described on plat number _____ dated _____, 20____, revised through _____, prepared by _____, and titled, “ _____,” attached hereto and made a part hereof. The foregoing easement(s), including any and all facilities and rights-of-way, are collectively referred to herein as the “Easements”.

The Easement(s) are subject to the following conditions:

1. All **(Reclaimed) Water Main Facilities and/or Sanitary Sewer Facilities** which are installed in the Easement(s) 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(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easement(s), including the right of access to and from the rights-of-way and the right to use abutting land adjoining the Easement(s) 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 obstructions or facilities in or near the Easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said **(Reclaimed) Water Main Facilities and/or Sanitary Sewer 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(s) which are disturbed in any manner by the construction, operation and maintenance of said **(Reclaimed) Water Main Facilities and/or Sanitary Sewer Facilities**. Such restoration shall include the backfilling of trenches, the replacement of fences (so long as such fences comply with Paragraph 4 herein), the reseeded or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located outside of the Easement(s), but shall not include the replacement of trees or the replacement of structures and other facilities located within the Easement(s).

4. The Owner(s) reserves the right to make any use of the Easement(s) which is not inconsistent with the rights herein conveyed to the Authority, and which does not interfere with the use of said Easement(s) by the Authority for the purposes named. By way of example only, and subject to the preceding sentence, such uses may include:

- (i) constructing and maintaining roadways and parking lots over said Easement(s),
- (ii) constructing trails, sidewalks and shared use paths within the Easement(s);
- (iii) planting shrubs within the Easement(s);
- (iv) installing within the Easement(s), utilities that are generally perpendicular to the Easement(s) and provide for the required vertical separation between the Water Main Facilities and/or Sanitary Sewer Facilities and the proposed utility line;
- (v) constructing fencing along the Easement, so long as such fencing is at least three (3) feet from the Water Main Facilities and/or Sanitary Sewer Facilities;
- (vi) constructing fencing generally perpendicular to the Easement(s) so long as such fencing is equipped with a gate at the intersection of such fence and the Easement(s), to which the Authority shall have a key; and
- (vii) installing signs, so long as such signs do not require any foundation.

Notwithstanding Owner(s)'s rights outlined in the foregoing paragraph, Owner(s) shall not, without Authority's prior written approval:

- (i) erect any building or other structure, including, but not limited to, dumpsters, loading docks, foundations or footings, and any fencing that does not comply with the terms of the preceding paragraph;
- (ii) plant trees on or within the Easement(s);
- (iii) install any structure or equipment that is ancillary to a utility, such as transformers, vaults, manholes, or cabinets; regardless of whether the utility is permitted to cross or be within the Easement(s);
- (iv) construct any type of ramp or overhead walkway or other above ground structure;
- (v) install parallel utility lines; or
- (vi) perform any other action that is inconsistent with the rights herein conveyed to the Authority.

In the event that Owner(s) performs any action prohibited by this paragraph 4, the Authority shall have the right to remove such structure or otherwise remedy such action taken within the Easement(s), and seek reimbursement for such removal from Owner(s).

[The following paragraph shall only be included if applicable. Please delete if this paragraph is not applicable]

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, the Authority hereby quitclaims, vacates and releases, WITHOUT WARRANTY, unto the Owner, its

successors and assigns, all of its right, title and interest in and to those portions of the water main easements and of the sanitary sewer easements previously created by instrument recorded among the Land Records in Deed Book _____ at Page _____ and/or as Instrument Number _____, as more particularly shown and depicted on the Plat as **["To Be Vacated"** and] **["Hereby Vacated"**] **["_____"]**.

[The remainder of this page is intentionally blank]

WITNESS the following signatures and seals:

[COMPANY NAME]

(SEAL)

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
d.b.a. LOUDOUN WATER

(SEAL)

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____.

Notary Public
Registration Number: _____

(SEAL)