

Tax Map No.:
Project:

FREDERICK COUNTY SANITATION AUTHORITY
DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this ____ day of _____, 20____, by and between _____ (collectively, "Owner"), as grantor for indexing purposes, and FREDERICK COUNTY SANITATION AUTHORITY d.b.a. FREDERICK WATER, a body politic and corporate (the "Authority"), as grantee for indexing purposes.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Authority, its successors and assigns, an easement and right of way (the "Easement") for the purpose of installing, constructing, operating, maintaining, repairing, adding to or altering and replacing one or more present or future water mains and sanitary sewer lines, including, without limitation, fire hydrants, valves, vaults, meters, building service connections and connection lines, sanitary lateral lines, manholes and other appurtenant facilities (collectively, the "Facilities"), for the transmission and distribution of water and the collection of sanitary sewer and its transmission through, upon and across the portion of the property of Owner bounded and described as " _____ " (the "Easement Area") on the plat entitled " _____ ", dated _____ and prepared by _____ (the "Plat"), attached hereto and made a part hereof, subject to the following conditions:

1. All Facilities which are installed in the Easement Area 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 Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easement, including the right of access to and from the Easement Area, and the right to use adjoining land when necessary; provided, however, that this right to use adjoining 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 adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions in or reasonably near the Easement Area, including those existing at the time of execution of this Deed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of the 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 the Easement Area which are disturbed in any

manner by the construction, operation and maintenance of the Facilities. Such restoration shall include (i) the backfilling of trenches, (ii) repaving of asphalt, concrete, composite, and other impervious areas, (iii) the reseeding or resodding of lawns or pasture areas, and (iv) the replacement of trees, flowers, shrubbery, vegetable plants, porous/permeable paving, pavers, structures, and other obstructions located outside the Easement Area, but shall not include the replacement of trees, flowers, shrubbery, vegetable plants, porous/permeable paving, pavers, structures, or other obstructions located within the Easement Area.

4. Owner reserves the right to construct and maintain roadways over the Easement Area and to make any use of the Easement Area which may not be inconsistent with the Easement rights herein conveyed, or interfere with the use of the Easement by the Authority for the purposes named; provided, however, that Owner shall not erect any building or other structure, or install any underground facilities or utilities, or change existing ground elevation or impound any water on or within the Easement Area without obtaining the prior written approval of the Authority. In the event a use of the Easement Area by Owner is approved by the Authority, but requires the relocation of any of the Facilities or the adjustment of the depth of any of the Facilities, all costs required to accomplish such relocation or adjustment shall be paid by Owner. Owner agrees that no vegetation other than (i) grass, (ii) shrubbery, and (iii) flowers and vegetable plants with root systems that extend no more than 12 inches below the surface at maturity, may be planted in the Easement Area; provided, however, that such flowers, shrubbery and vegetable plants are planted at Owner's risk and the Authority shall have no obligation to replant such flowers, shrubbery and vegetable plants nor to compensate Owner for such vegetation in the event such vegetation is damaged or destroyed during the exercise of the Authority's rights under this Easement.

5. At such time as any portion of the land within the Easement Area is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its facilities in said location.

6. Owner covenants that it is seized of and has the right to convey said Easement, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

7. In the event the Authority notifies Owner, or their successors or assigns, of a violation of the terms of this Easement and Owner does not cure such violation within thirty (30) days of such notice, the Authority may take such action as necessary to cure such violation, including ingress and egress over any portion of Owner's property deemed necessary by the Authority to access the Easement Area or to enforce the Authority's rights hereunder. All costs and expenses incurred by the Authority in exercising or enforcing its rights hereunder shall be paid or, at the Authority's election, reimbursed, by Owner, within thirty (30) days from the date

Owner receives a bill or invoice from the Authority for such costs and expenses. If such costs and expenses are not paid within the thirty (30) day period referenced in the preceding sentence, all such costs and expenses shall immediately commence bearing interest at the rate of twelve percent (12%) per annum. The Authority shall have the right to enforce the terms of this Easement by any remedy available at law or in equity.

8. If the Authority is adjudicated the prevailing party in any judicial proceeding between the parties regarding enforcement of this Easement, the Authority shall be awarded its costs and expenses, including reasonable attorney fees.

9. Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to Owner but are covenants running with the land which are and shall be binding upon Owner, its heirs, personal representatives, successors and assigns.

[Signature appears on the following page]

Witness the following signature and seal:

FREDERICK COUNTY SANITATION AUTHORITY
d.b.a. FREDERICK WATER:

BY: _____

STATE OF _____,

CITY/COUNTY OF _____, TO-WIT:

I, _____, a notary public in and for the State and County aforesaid, do certify that _____, whose name is signed to the foregoing instrument dated _____, 20____, has acknowledged the same before me.

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

Notary Public

Registration No.: _____

My Commission Expires: _____

Witness the following signature and seal:

OWNER:

BY: _____

STATE OF _____,

CITY/COUNTY OF _____, TO-WIT:

I, _____, a notary public in and for the State and County aforesaid, do certify that _____, whose name is signed to the foregoing instrument dated _____, 20____, has acknowledged the same before me.

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

Notary Public

Registration No.: _____

My Commission Expires: _____