

TTHE LANGUAGE IN THIS DOCUMENT IS TO BE USED AS A SAMPLE ONLY TO GUIDE THE PREPARATION OF DEEDS.

DEED OF EASEMENT

THIS DEED OF EASEMENT (the "**Deed**") is made this ___ day of _____, 20___, by and between _____, (hereinafter referred to as "**Owner**"); [_____ (hereinafter referred to as "**Trustee**");] and the **TOWN OF PURCELLVILLE, VIRGINIA**, a municipal corporation (hereinafter referred to as "**Town**").

W I T N E S S E T H:

WHEREAS, the Owner is the owner and proprietor of certain real property (the "**Property**") as shown on the plat dated _____ entitled _____, and prepared by _____, certified land surveyors (the "**Plat**") which Plat is attached hereto and made a part hereof; and

WHEREAS, the Property is situate in the Town; Owner having acquired the Property by deed recorded in [Deed Book _____, at Page _____, Instrument Number: _____] recorded among the land records of Loudoun County, Virginia as Instrument _____, among the land records of Loudoun County, Virginia (the "**Land Records**"); and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the Town the easement in the location as shown on the Plat as hereinafter provided; and

[WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated _____, and recorded in Instrument _____, of the Land Records (the "**Deed of Trust**") wherein the Property was conveyed unto the Trustee, in trust, to secure certain indebtedness, as more specifically set forth therein.]

[**OR** WHEREAS, the Property is not subject to the lien of any Deed of Trust.]

TOWN EASEMENTS

The Owner does hereby grant and convey unto the Town, its successors and assigns, the following easements as herein set forth in the respective locations as more particularly bounded and described on the Plat:

A. [*specific easement language*]

B. [*specific easement language*]

CONVEYANCE OF FACILITIES

The Owner grants and conveys, in fee simple, to the Town all appurtenances and facilities located within the above-described easement areas.

TRUSTEE SUBORDINATION

The Trustee, as authorized to act by the Lender, as shown by its execution hereto, does hereby subordinate the said Deed of Trust lien to the easement herein conveyed.

SUCCESSORS AND ASSIGNS BOUND

UNLESS OTHERWISE INDICATED HEREIN, the easements granted herein shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

STATUTORY COMPLIANCE

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the Town, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the land depicted on the Plat, and the Trustee, as aforesaid.

The undersigned warrant that this Deed is executed pursuant to authority properly granted by the organization on whose behalf they are signing.

IN WITNESS WHEREOF, Owner has caused this Deed to be signed by its duly authorized representative as of the date first above written.

WITNESS the following signatures and seals:

OWNER

_____(SEAL)
NAME: (MORE THAN ONE OWNER, TWO OWNER LINES)

By: _____
Its: _____

STATE OF _____
COUNTY/CITY OF _____, TO-WIT:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, Owner, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____ (BLANK OR OWNER'S TYPED NAMES)

My commission expires _____.

My notary number _____.

Notary Public

LENDER:

_____(SEAL)

NAME:

By: _____

Its: _____

STATE OF _____
COUNTY/CITY OF _____, TO-WIT:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, Lender, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____, Lender.

My commission expires _____.

My notary number _____.

Notary Public

TRUSTEE:

_____(SEAL)
NAME:

BY:
ITS:

STATE OF _____
COUNTY/CITY OF _____, TO-WIT:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, Trustee, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____, Trustee.

My commission expires _____.

My notary number _____.

Notary Public

THIS CONVEYANCE IS HEREBY ACCEPTED ON BEHALF OF THE TOWN OF PURCELLVILLE,
VIRGINIA

APPROVED AS FORM:

THE TOWN OF PURCELLVILLE

Town Attorney

BY: _____ (SEAL)

Kwasi A. Fraser, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, TO-WIT:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Robert W. Lazaro, Jr. as Mayor of the Town of Purcellville, Virginia, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

The foregoing was acknowledged before me this ____ day of _____, 20__.

My commission expires _____.

My notary number _____.

Notary Public

Temporary Construction Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary construction easement through and across the property of Owner for the purpose of necessary construction and grading, said easement being more particularly bounded and described on the Plat as “_____”. This temporary construction easement shall automatically become null and void at such time as construction is complete and the work is accepted by the Town and no additional recording shall be necessary to vacate such easement.

The above-described easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the 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 grading , and then only to the minimum extent necessary for such construction and grading , and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction and grading; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the construction and grading. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation, maintenance and/or restoration costs, then the Owner shall pay such increase in costs.

Emergency Access Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an Ingress-Egress/Emergency Access Easement over and across the Property for the purpose of providing and maintaining public safety, including but not limited to ingress and egress by Emergency, Maintenance, and Police Vehicles, said easement being more particularly bounded and described on the Plat as “_____.”

The above-described easement is subject to the following conditions:

1. All streets, service drives, trails, sidewalks and driveways, and all appurtenant facilities installed in the easement shall be and remain the property of Owner, its successors and assigns, who shall properly maintain the Property and said facilities.
2. The Town, its agents and assigns, shall have full and free use of the easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement rights herein granted, including the right of reasonable access to and from the easement areas and the right, but not the obligation to perform, if the Owner fails to do so, such repairs and maintenance as the Town may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the Town by the Owner, its successors and assigns, upon demand.
3. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation, maintenance and/or restoration costs, then the Owner shall pay such increase in costs.

Temporary Grading Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary grading easement through and across the property of Owner for the purpose of necessary construction and grading, said easement being more particularly bounded and described on the Plat as “_____.” This temporary grading easement shall automatically become null and void at such time as construction is complete and the work is accepted by the Town and is no additional recording shall be necessary to vacate such easement.

The above-described easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement rights granted herein, including the 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient grading and construction; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the grading and construction. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation, maintenance and/or restoration costs, then the Owner shall pay such increase in costs.

Landscape Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a landscape easement through and across the property of Owner for the purpose of installation, construction, operation, use, maintenance, repair, replacement and removal of landscaping, said easement being more particularly bounded and described on the Plat as “_____.”

The above-described easement is subject to the following terms and conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the 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 installation 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 Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient installation and maintenance of said landscaping; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the installation and maintenance of said landscaping. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation, maintenance and/or restoration costs, then the Owner shall pay such increase in costs.

Limited Access Easement.

The Owner does hereby affirm that _____ is a Limited Access Highway as defined in and governed by Section 33.1-57 of the Code; that as such, neither the Owner, nor its successors or assigns, shall have any right of direct ingress, egress, or access to _____, and its ramps and connections to the portions of future _____ dedicated herein, from the Property and remaining lands of the Owner; and that access to or from _____ shall be solely and expressly limited to public streets and controlled interchanges approved by the Commonwealth Transportation Board ("**CTB**"); therefore, the Owner does, by these presents, grant, convey, and quitclaim unto the Town, any and all rights of direct ingress, egress or access to and from _____, and its ramps and connections to _____, from the Property and remaining lands of the Owner abutting upon said Limited Access Highway or its ramps, loops or connections with other intersecting highways, including but not limited to _____ (the "**Limited Access Rights**"), the limits of said access restriction being more particularly bounded and described on the Plat as "_____."

Nothing herein shall be construed to restrict or limit access to the Property and remaining lands of the Owner from any other abutting highway other than the designated limited access portions of _____ and its ramps, loops, and connections, nor as denying the Owner the right of ingress to and egress from any of the lands of the Owner that abut any service road or other road now or hereafter constructed by the Owner to provide access to and from _____ by the public streets and controlled interchanges approved by the CTB.

Public Ingress-Egress Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, easements over and across the Property for the purpose of entering and exiting by and for use of the public, said easement being more particularly bounded and described on the Plat as “_____.”

The above-described easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Owner, its successors and assigns.
2. The Town, its agents and assigns, and the public shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the right of access to and from the easements and the right to use adjoining land where necessary and the right, but not the obligation to perform, if the Owner fails to do so, such repairs and maintenance as the Town may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the Town by the Owner, its successors and assigns, upon demand.
3. The Town shall have the right, but not the obligation, to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the use by the public; provided, however, that the Town, at the Owner's sole expense, shall restore as it deems appropriate for easement use , all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said waterlines, water mains, sanitary sewer lines, and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Sanitary Sewer Easements.

The Owner does hereby grant and convey unto the Town, its successors and assigns, easements through and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future sanitary sewer lines, including building connection lines, manholes and other appurtenant facilities for the collection of sanitary sewage and its transmission, said easement areas being more particularly bounded and described on the Plat as “_____.”

The above-described easement is subject to the following conditions:

1. All sanitary sewer lines and appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction, installation, operation, and maintenance of said sanitary sewer lines and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said sanitary sewer lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Sidewalk Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an easement upon and across the Property for the purpose of installing, constructing, repairing, maintaining, adding to, replacing, and altering present or future public sidewalks and appurtenant facilities, said easement areas being more particularly bounded and described on the Plat as “_____.” Said easement shall be used for public pedestrian and non-motorized vehicle use.

The above-described easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction, installation, operation, and maintenance of said public sidewalks and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said public sidewalks and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town’s operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Sight Distance Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a sight distance easement for the purpose of providing and maintaining unobstructed sight for vehicular and pedestrian safety as shown on the Plat as “_____.” No fences, shrubbery, structures, or other facilities shall be placed within the bounds of said easement area, unless sufficiently detailed plans for such fences, shrubbery, structures, or other facilities are first approved by the appropriate Town authorities. The Town shall have the right to trim, maintain and/or remove any and all plantings deemed by it to be an obstruction within the easement area; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the removal of obstructions, and maintenance of said sight distance easement area. Such restoration shall include the reseeded or resodding of lawns or pasture areas, and the replacement of fences, shrubbery, structures, trees, and other facilities as appropriate, located outside the easement area.

The above-described Sight Distance Easement is subject to the following conditions:

1. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement rights granted herein, including the 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 maintenance, and then only to the minimum extent necessary for such maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure if a permanent nature on such adjoining land.
2. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Slope Maintenance Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an easement through and across the Property for purposes of installation, construction, grading, restoration and maintenance of slopes, slope stabilization structures and improvements, and appurtenant facilities, said easement areas being more particularly bounded and described on the Plat as “_____.”

The easements described in above shall be subject to the following conditions:

1. All, slope stabilization structures and appurtenant facilities which are installed within the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town and its agents shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the right of access to and from the easement areas 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 installation, construction, grading, maintenance, or restoration, and then only to the minimum extent necessary for such installation, construction, grading, maintenance, and restoration, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, reasonably deemed by it to interfere with the proper and efficient installation, construction, grading, maintenance, and restoration of said slope stabilization structures and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as appropriate for easement use all land or premises which are disturbed in any manner by the installation, construction, grading, maintenance, and restoration of said slope stabilization structures and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas, and the replacement of structures and other facilities located outside the easement areas.
4. Owner reserves the right to make use of the easement areas herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Storm Drainage Easement.

This easement shall be perpetual and shall run with the land. Owner does hereby grant and convey unto the Town, its successors and assigns, an easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future storm drainage ditches, lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through, across and upon the property, said easement areas being more particularly bounded and described on the Plat as “_____.”

The above-described storm drainage easement is subject to the following conditions:

1. All drainage lines and appurtenant facilities that are installed in the easement area shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement area for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement area 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said storm drainage lines, storm drainage facilities, and appurtenant facilities; provided however, that the Town at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said storm drainage lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easement, and the replacement of fences, structures and other facilities located outside the easement, but shall not include the replacement of fences, structures, trees, and other facilities, as appropriate, located within the easement area.
4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easement. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Storm Sewer Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a storm sewer easement over, through, and across the Property, for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future storm sewer lines, including building connection lines, manholes and other appurtenant facilities for the collection of storm sewage and its transmission, said easement area being more particularly bounded and described on the Plat as “_____.”

The foregoing storm sewer easement is subject to the following conditions:

1. All storm sewer lines and appurtenant facilities that are installed in the easement areas pursuant to this easement shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement area 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said storm sewer lines and appurtenant facilities; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said storm sewer lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities, as appropriate, located outside the easement, but shall not include the replacement of fences, structures, trees, and other facilities, as appropriate, located within the easement area.
4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Storm Water Detention Easement

The Owner hereby grants and conveys unto the Town, its successors and assigns, an easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, adding to, repairing, replacing, altering present or future storm drainage ditches, lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission, said easement areas being more particularly bounded and described on the Plat as “_____.”

The above-described easement is subject to the following conditions:

1. All storm drainage lines, storm drainage structures, and appurtenant facilities that are installed in the easement areas pursuant to this easement shall be and remain the property of the Town, its successors and assigns.
2. The Town and its agents shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement area 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to reasonably interfere with the proper and efficient construction, operation, and maintenance of said storm drainage lines, storm drainage facilities, and appurtenant facilities; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said storm drainage lines, storm drainage facilities, and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities, as appropriate, located outside the easement, but shall not include the replacement of fences, structures, trees, and other facilities, as appropriate, located within the easement area.
4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Storm Water Detention Facilities/BMP Easement.

The Owner hereby grants and conveys unto the Town, its successors and assigns, a Best Management Practices (“**BMP**”) easement for the purpose of installing, constructing, operating, maintaining, adding to, repairing, replacing, altering present or future storm drainage ditches, lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances (collectively, the “**BMP Facilities**”) for the collection of storm waters and its transmission through, upon, and across a portion of the Owner’s Parcel (the “**BMP Easement Area**”), said easement areas being more particularly bounded and described on the Plat as “_____.”

The above-described Storm Water Detention Facilities Easement is subject to the following conditions:

1. Owner shall construct the BMP Facilities according to the plans approved by the Town (the “**Plans**”) and in compliance with all applicable laws and regulations promulgated pursuant to the Code of Virginia § 10.1-603, et. seq., (“**BMP Regulations**”). All drainage lines and appurtenant facilities installed in the BMP Easement Area shall be and remain the property of Owner, its successors and assigns.
2. Owner, its successors and assigns, shall be responsible for any specific maintenance requirements included in the Plans, all applicable BMP Regulations, and for providing adequate maintenance of all drainage lines and appurtenant facilities located within the BMP Easement Area; adequate maintenance means good working condition so that these facilities are performing their design functions as described in applicable BMP Regulations (currently, found in the Virginia Stormwater Management Handbook).
3. Owner, its successors and assigns, shall annually file an inspection report, which shall be signed and sealed by a qualified professional engineer or surveyor, with the Town of Purcellville Public Works Department, that shows compliance with the Plans and applicable BMP Regulations (currently, found in the Virginia Stormwater Management Handbook).
4. The Town, its authorized agents and employees, shall have the right, but not the obligation, to enter upon the BMP Easement Area to inspect the BMP Easement Area whenever the Town deems it reasonably necessary. Except in cases of emergency, the Town shall make reasonable attempts to notify Owner, its successors and assigns, prior to entering the Property.
5. If Owner, its successors and assigns, fails to adequately maintain the BMP Easement Area, inspect and file annual reports, or comply with applicable BMP regulations, the Town and its agents shall have the right, but not the obligation, to perform any reasonable inspection, replacement, repair and maintenance as the Town deems necessary. Owner, its successors and assigns, shall, reimburse the Town of the costs of the inspection, replacement, repair, and maintenance of the BMP Facilities performed by the Town within 30 days of receipt thereof. This provision shall not be construed to allow the Town to erect any building or structure in the BMP Easement Area without obtaining written approval of Owner. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said facilities, and in no event shall this Deed of

- Easement be construed to impose any such obligation on the Town.
6. The Town and its agent or assigns shall have full and free use of said BMP Easement Area for the purposes named herein and shall have all rights and privileges necessary to exercise the rights granted in this easement including, but not limited to, the right of access to and from the BMP Easement Area 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 inspection, replacement, repair and maintenance of the BMP Facilities, and then only to the extent necessary to perform inspections, replacement, repair and maintenance of the BMP Facilities, and further, this right shall not be construed to allow the Town to erect any building or structure on such adjoining lands.
 7. If Owner, its successors and assigns, fails to adequately maintain the BMP Easement Area, inspect and file annual reports, or comply with applicable BMP Regulations, the Town and its agent or assigns shall have the right, but not the obligation, to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in and near the BMP Easement Area, deemed by the Town to interfere with the proper and efficient operation and maintenance of the BMP Facilities. Owner, its successors and assigns, shall, reimburse the Town of the costs to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in and near the BMP Easement Area performed by the Town within 30 days of receipt thereof.
 8. Owner, its successors and assigns, shall not alter the BMP Facilities without prior written approval of the Town. Owner, its successor and assigns, shall submit a written request to the Town of Purcellville Public Works Department for approval of any alteration to the BMP Easement Area.
 9. Owner reserves the right to make use of the easement areas herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement areas by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.
 10. Owner, its successors or assigns, including homeowner associations, shall indemnify and hold harmless the Town, and its agents, for any liability or claims of any kind resulting from the construction, presence, maintenance, inspection, repair or failure of the facilities within the BMP easement.

Right-of-Way Dedication.

The Owner does hereby grant, dedicate, and convey to the Town in fee simple the _____ acres (_____ square feet) of right of way for public right of way purposes as shown on the Plat. This dedication is made in accordance with the statutes made and provided therefore.

Surface Drainage Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a surface drainage easement through, upon, and across the surface of the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to or altering present or future overland relief for the collection of storm waters and its transmission through, upon and across the surface of the property, said easement area being more particularly bounded and described on the Plat as “_____.”

The above-described surface drainage easement is subject to the following conditions:

1. All channels, swales and appurtenant facilities that are installed in the easement area shall be and remain the property of the Owner, its successors and assigns.
2. The Town and its agents shall have full and free use of said easement area for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement area 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said channels, swales and appurtenant facilities; provided, however, that the Town at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said channels, swales and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easement, and the replacement of fences, structures, trees, and other facilities, as appropriate, located outside the easement, but shall not include the replacement of fences, structures, trees, and other facilities located within the easement.
4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that Owner shall not erect any fence or other structure or alter the surface and/or elevation of the ground within the easement area without obtaining the prior written approval of the Town. Provided further, that if Owner makes any use of the easement that increases that Town's operation and maintenance costs, then the Owner shall pay such increase in cost.

Traffic Signal Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future traffic signal equipment including, but not limited to, poles, traffic signals, signs, electrical cable, wiring and appurtenant facilities, said easement areas being more particularly bounded and described on the Plat as “_____.”

The above-described traffic signal easement is subject to the following conditions:

1. All poles, traffic signals, signs, electrical cable, wiring and appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town and its agents shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easement including the right of access to and from the easement areas 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed which interfere with the proper and efficient installation, operation, and maintenance of said traffic signal equipment, poles, lines and appurtenant facilities; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use all land or premises which are disturbed in any manner by the construction, operation, or maintenance of said traffic signal equipment, poles, lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. Owner reserves the right to make use of the easement areas herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement areas by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Trail Easement.

The Owner hereby grants and conveys unto the Town, its successors and assigns, an easement over and across the Property for the purpose of constructing, using, and maintaining a public trail, for use as by the public, said easement being more particularly bounded and described on the Plat as “_____.” Said easement area is to be used exclusively for trail use; notwithstanding the Town shall have the right to use the easement for emergency ingress and egress, and other emergency purposes in its discretion, in order to provide and maintain the public safety.

The above-described trail easements are subject to the following conditions:

1. The trail shall be constructed according to the plans approved by the Town and in compliance with all applicable laws and regulations, including but not limited to the Purcellville Facilities Standards Manual. All trails and appurtenant facilities installed in the easement areas shall be and remain the property of the Owner, its successors and assigns, and shall be for use by the public.
2. The Owner, its successors and assigns, including but not limited to the fee title owner of the property on which a trail easement is located, shall be responsible for any specific maintenance requirements included in the Plans, all applicable laws and regulations, and for providing adequate maintenance of all trails and appurtenant facilities located within the easement area; adequate maintenance means good working condition so that these facilities are performing their design functions as described in applicable laws and regulations.
3. The Town, its authorized agents and employees, shall have the right, but not the obligation, to enter upon the easement to inspect the easement area whenever the Town deems it reasonably necessary. Except in cases of emergency, the Town shall make reasonable attempts to notify the Owner, its successors and assigns, prior to entering the property.
4. If the Owner, its successors and assigns, including but not limited to the fee title owner of the property on which a trail easement is located, fails to adequately maintain the easement area or comply with applicable laws and regulations, the Town and its agents shall have the right, but not the obligation, to perform any inspection, replacement, repair and maintenance as the Town deems necessary. The Owner, its successors and assigns, shall reimburse the Town the costs of the inspection, replacement, repair, and maintenance of the trails and appurtenant facilities performed by the Town within 30 days of receipt of an invoice, bill, or similar document.
5. The Town and its agent or assigns shall have full and free use of said easement for the purposes named and shall have all rights and privileges necessary to exercise the rights granted in the easement including but not limited to the right of access to and from the easement and the right to use adjoining land where necessary; and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining lands.
6. If the Owner, its successors and assigns, including but not limited to the fee title owner of the property on which a trail easement is located, fail to adequately maintain the easement area or comply with applicable laws and regulations, the Town and its agent or assigns shall have the right, but not the obligation, to trim,

cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the easement being conveyed, deemed by the Town to interfere with the proper and efficient operation and maintenance of the trail and appurtenant facilities, provided that the Town, at the expense of the Owner, its successors and assigns, shall restore as the Town deems appropriate for easement use all land or premises which are disturbed by the inspection, installation, construction, operations, and maintenance of said trail and appurtenant facilities.

7. The Owner, its successors and assigns, including but not limited to the fee title owner of the property on which a trail easement is located, shall not alter the trail or appurtenant facilities without prior written approval of the Town. The Owner, its successors and assigns, shall submit a written request to the Town of Purcellville Public Works Department for approval of any alteration to the easement area.
8. The Owner, its successors and assigns, including but not limited to the fee title owner of the property on which a trail easement is located, shall indemnify and hold the Town, and its agents, harmless for any liability or claims asserted against the Town resulting from the presence, construction, maintenance, inspection, repair or failure of the trail or appurtenant facilities within the easement.

Temporary Turnaround Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary turnaround easement through and across the property of Owner for the purpose of the necessary construction, installation, maintenance, repair, and use of a turnaround, said easement being more particularly bounded and described on the Plat as “_____”.

The above-described easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, and its agents shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction, installation, operation, maintenance, and use of said temporary turnaround and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said temporary turnaround and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
4. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Waterline Easements.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future water mains, waterlines, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water, said easement areas being more particularly bounded and described on the Plat as “_____.”

The foregoing waterline easement is subject to the following conditions:

1. All water lines and appurtenant facilities that are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement area 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to reasonably interfere with the proper and efficient construction, operation, and maintenance of said water lines and appurtenant facilities; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said waterlines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement area.
4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

Maintenance Access Easements.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an access easement through, upon, and across the Property for the purpose of inspecting, testing, flushing, and/or operating any privately constructed and maintained water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities located within the access easement, as more particularly described and shown on the Plat as “_____.”

The foregoing maintenance access easement is subject to the following condition:

1. All water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities located on Property shall be considered private and remain the property of the Owner, its successors and assigns; provided, however, that Owner shall not be permitted to draw water from the private system except through a Town approved meter or during an emergency fire event.
2. The Owner, its successors and assigns shall bear sole responsibility, at its own expense, for designing, constructing, installing, maintaining, adding to, altering, repairing, or replacing of all water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities located on the Property, and shown on the Plat, in a manner and form that is satisfactory to the Town. The Owner shall repair any leaks or deficiencies in the system within ten (10) days of the occurrence of such leak or deficiency. The Owner shall conform to all standards and requirements contained in the Facilities Standards Manual and applicable Town ordinances in the design, construction, installation, maintenance, alteration, repair and/or replacement of all water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities located on the Property.
3. The Town, its successors and assigns shall have no obligation or responsibility for designing, constructing, installing, maintaining, adding to, altering, repairing, or replacing any such water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities located on the Property.
4. In the event the owner is deficient in fulfilling its obligations and responsibilities herein described, the Town shall notify the Owner in writing of the specific deficiency and allow the Owner ten (10) days to remedy said deficiency. Should the Owner be unresponsive to said written notice and fail to proceed with due diligence, then the Town, at its sole discretion, may close the system until the Owner has corrected the deficiency to the satisfaction of the Town.
5. In the event the Town assumes the Owner's obligations and responsibilities herein described to remedy a specific deficiency as described in the aforementioned bullet, the Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient design, construction, installation, operation, and maintenance of said water mains, waterlines, including fire hydrants, valves, meters, building service connections, and appurtenant facilities.
6. In the event that the Town decides to take ownership of the facilities,

“_____” or any successive owner of the Property will be responsible for such facilities being in good repair and properly functional.

7. The Town and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement, including the right of access to and from the easements.
8. Owner, its heirs, personal representatives, successors or assigns, reserve the right to make use of the said easement by the Town for the purposes named; provided, however, the Owner, its heirs, personal representatives, successors or assigns, shall comply with all applicable Town ordinances and regulations prior to erecting any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.
9. Owner reserves the right to relocate and realign the easement herein granted in a manner that: (1) is not inconsistent with the rights herein conveyed; (2) does not interfere with the use of said easement by the Town for the purposes named; and (3) is in a location previously approved by the Town and in an easement document form acceptable to the Town Attorney. In the event of such relocation or realignment, Owner agrees to prepare and record, at its own expense, any documents necessary to accomplish such relocation or realignment.

Access Easement.

The Owner does hereby grant and convey unto the Town, its successors and assigns, an easements used exclusively for ingress and egress as shown on the Plat as “_____.”

The above-described easement is subject to the following conditions:

1. The Town, its agents and assigns, shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the right of access to and from the easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easement including the right of access to and from the easement areas and the right to use adjoining land where necessary; 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 extend necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land. The said easement will be used exclusively for access to the waterlines, water mains, sanitary sewer lines and appurtenant facilities described in Plat “_____.”
2. The Town shall have the right, but not the obligation, to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with ingress and egress to the existing waterlines, water mains, sanitary sewer lines and appurtenance facilities; provided, however, that the Town at its own expense shall restore as it deems appropriate for easement use all land or premises which are disturbed in any manner by the construction, operation, or maintenance of said waterline, water mains, sanitary sewer lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement areas.
3. The Owner reserves the right 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 easement areas by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town’s operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.