

VIRGINIA-AMERICAN WATER COMPANY

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, party of the first part, also called "Owner"; and VIRGINIA AMERICAN WATER COMPANY, _____ District, a body corporate, a party of the second part, also called "Company".

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 does grant and convey unto the Company, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities, used or useful for the transmission and distribution of water, through, upon and across the property of the Owner, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Company, its successors and assigns.

2. The Company and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including the right of access to and from the right-of-way and the right of use of abutting land adjoining the easement when necessary, provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Company to erect any building or structures of a permanent nature on such abutting land.

3. The Company shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Company at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences, paving and curbing, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The Owner reserves the right to construct and maintain roadways and related curbing over said easement and to make any use of the easement herein granted which will not be inconsistent with the rights herein conveyed, or interfere in any way with the use of said easement by the Company for the purposes named; provided, however, that the Owner(s) shall not erect any building or other structure, excepting a fence, or change existing ground elevation, on the easement without obtaining the prior written approval of the Company.

5. The Owner covenants that the execution and delivery of this Deed of Easement and Agreement has been duly authorized by those lawfully empowered to do so, and the Owner shall

furnish, at no cost to the Company, such further instruments and assurances and shall do all such further things as may be necessary to perfect the title of the Company in and to the easement and the rights granted and conveyed hereby.

IN WITNESS WHEREOF, the Owner has caused this Deed of Easement and Agreement to be executed as of the date first above written.

(Owner)

By: _____
(Seal)
STATE OF VIRGINIA

CITY/COUNTY OF _____, To-wit:

The foregoing instrument, dated the ___ day of _____, 20___, was acknowledged before me, the undersigned Notary Public, in and for the City/County aforesaid, by _____ and _____, this ___ day of _____, 20___.

(Notary Public)
My Commission Expires:

VIRGINIA-AMERICAN WATER COMPANY

By: _____
(Seal)
STATE OF VIRGINIA

CITY/COUNTY OF _____, To-wit:

The foregoing instrument, dated the ___ day of _____, 20___, was acknowledged before me, the undersigned Notary Public, in and for the City/County aforesaid, by _____ and _____, this ___ day of _____, 20___.

(Notary Public)
My Commission Expires:

PLEASE RETURN COMPLETED DOCUMENTS TO:
VIRGINIA AMERICAN WATER COMPANY
2223 Duke Street,
Alexandria, VA. 22314