

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF DEDICATION, SUBDIVISION,  
EASEMENT, RESERVATION,  
SUPPLEMENTARY DECLARATION,  
CONVEYANCE, AND VACATION

DATE OF INSTRUMENT: \_\_\_\_\_, \_\_\_\_\_.

NAMES OF GRANTORS: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA (AS TO VACATIONS)  
4) LOUDOUN COUNTY SANITATION  
AUTHORITY d.b.a. LOUDOUN WATER (AS  
TO VACATIONS)

NAMES OF GRANTEES: 1) BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA  
2) LOUDOUN COUNTY SANITATION  
AUTHORITY d.b.a. LOUDOUN WATER  
3) \_\_\_\_\_  
4) \_\_\_\_\_

COUNTY / ELECTION DISTRICT  
WHERE PROPERTY LOCATED: LOUDOUN /

BRIEF DESCRIPTION  
OF PROPERTY: \_\_\_\_\_

DEED BOOK AND PAGE NUMBER  
WHERE PROPERTY ACQUIRED: DEED BOOK \_\_\_\_, PAGE \_\_\_\_

PLAT ATTACHED: PLAT NO. \_\_\_\_\_ PREPARED BY \_\_\_\_\_  
\_\_\_\_\_

TAX MAP IDENTIFICATION NOS.: TAX MAP \_\_\_\_\_ PARCELS \_\_\_\_\_

COUNTY FILE NO.:

THIS INSTRUMENT PREPARED BY:

RETURN TO:

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT, RESERVATION, SUPPLEMENTARY DECLARATION, CONVEYANCE, AND VACATION (the "**Deed**") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ partnership /corporation (hereinafter referred to as "**Owner**"); \_\_\_\_\_ and \_\_\_\_\_, Trustee(s), either of whom may act (hereinafter referred to as "\_\_\_\_\_**Trustee(s)**"); \_\_\_\_\_ (hereinafter referred to as "[Bank][Beneficiary][\_\_\_\_\_]"); \_\_\_\_\_ and \_\_\_\_\_, Trustee(s), either of whom may act (hereinafter referred to as "\_\_\_\_\_**Trustee(s)**"); \_\_\_\_\_ (hereinafter referred to as "[Bank][Beneficiary][\_\_\_\_\_]"); the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "**County**"); the **LOUDOUN COUNTY SANITATION AUTHORITY d.b.a LOUDOUN WATER**, a body corporate and politic (hereinafter referred to as "**Authority**"); and \_\_\_\_\_, a Virginia nonstock corporation/an association formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "**Association**").

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 plat number \_\_\_\_\_, dated \_\_\_\_\_, and revised through \_\_\_\_\_, entitled "\_\_\_\_\_" and prepared by \_\_\_\_\_ of \_\_\_\_\_, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto; and

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

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots and parcels [and a Residue], and to dedicate, grant, and convey for public use, the streets and thoroughfares in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of Owner [, pursuant to site plan application number \_\_\_\_-202X-XXXX,] to grant and convey unto the County and unto the Authority the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the Association, the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to hereby create and establish an easement for ingress and egress over and across the Property, said easement being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to hereby create and establish a sanitary sewer lateral easement in the location as shown on the Plat and as hereinafter provided; and

WHEREAS, the Owner, as Declarant under the Declaration for \_\_\_\_\_, recorded among the aforesaid Land Records [in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_] [as Instrument Number \_\_\_\_\_], as amended from time to time (the "**Declaration**") desires to submit a portion of the property as hereinafter described to the terms and conditions of the Declaration, in accordance with the provisions for submission of additional property as set forth in the Declaration; and

WHEREAS, it is the desire and intent of Owner to convey a portion of the Property to the Association; and

[WHEREAS, it is the desire and intent of the Owner, with the consent of the County, to vacate certain easement(s) (or portions thereof) in the location(s) as shown on the Plat and as hereinafter provided.]

[WHEREAS, it is the desire and intent of the Authority to vacate certain easement(s) (or portions thereof) in the location(s) as shown on the Plat and as hereinafter provided.]

[WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated \_\_\_\_\_, and recorded [in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_] [as Instrument Number \_\_\_\_\_], of the aforesaid Land Records (the "**Deed of Trust**"), wherein the Property was conveyed unto the \_\_\_\_\_ Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated \_\_\_\_\_, and recorded [in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_] [as Instrument Number \_\_\_\_\_], of the aforesaid Land Records (the "**Deed of Trust**") wherein the Property was conveyed unto the \_\_\_\_\_ Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and]

**OR**

[WHEREAS, the Property is not subject to the lien of any deed of trust; and].

### **SUBDIVISION**

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together with the \_\_\_\_\_ Trustees and \_\_\_\_\_, Trustees, does hereby subdivide the Property containing \_\_\_\_\_ acres, into lots and parcels, to be known as Lots \_\_\_\_\_ through \_\_\_\_\_, inclusive, and Parcels \_\_\_\_\_, Section \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_, [and a Residue of \_\_\_\_\_ acres] in accordance with the Plat which is expressly incorporated herein and made a part of this Deed.

### **STREET DEDICATION**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby dedicate to the County the \_\_\_\_\_ acres for public street purposes as so designated on the Plat. This dedication is made in accordance with the statutes made and provided therefor.

[IF THE APPLICANT IS REQUIRED TO DEDICATE RIGHT-OF-WAY TO THE CENTERLINE OF AN EXISTING PUBLIC ROAD ALONG THE FRONTAGE OF THE PROPERTY, AND THE APPLICANT BELIEVES IT DOES NOT HAVE ANY TITLE OR INTEREST IN A PORTION OF THE PROPERTY LYING WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS REQUIRED TO BE DEDICATED, APPLICANT MAY SATISFY THE DEDICATION REQUIREMENT BY QUITCLAIMING THE PORTION NOT DEDICATED. THE DEED SHOULD CONTAIN THE FOLLOWING PROVISION:

[THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby quitclaim and release unto the County all of Owner's right, title and interest, if any, in any portion of the existing public road adjacent to the area hereby dedicated [, the existing centerline of which is shown on the Plat].”]

### **COUNTY EASEMENTS**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner

does hereby grant and convey unto the County, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat as follows:

A. **Emergency Ingress and Egress Easements.** An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets, common driveways, public and private access easements, ingress and egress easements, and Parcel(s) \_\_\_\_\_ and \_\_\_\_\_ as shown on the Plat. Notwithstanding the foregoing, in the event any of such private streets, common driveways, public or private access easements, and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements, shall automatically be adjusted so that no portion of the Property which ceases to be a private street, common driveway, public or private access easement or ingress and egress easement shall be subject to these easements. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent any of said easements constitutes a blanket easement over an individual parcel such as a common area or common open space parcel, then buildings, structures, or other above-ground facilities may be constructed within such easement areas, so that the easement shall encumber only the portion of such parcel(s) which is not occupied by buildings, structures or other above-ground facilities.

B. **Temporary Storm Drain Easements.** Temporary easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm sewer lines or storm drainage lines, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said property of Owner; said easements being more particularly bounded and described on the Plat. These temporary easements shall automatically become null and void at such time as alternates have been approved by the appropriate County department and installed by the Owner or its successors or the easement area has been dedicated for public street purposes.

C. **Floodplain Easements.** Storm Drainage and 100 year floodplain easements as more particularly bounded and described on the Plat, subject to the following conditions:

(i) Any use or activity within the floodplain easement, including installation of private drives, shall not interfere with the natural drainage and shall conform to the Loudoun County Zoning and Subdivision Ordinances.

(ii) Notwithstanding anything herein to the contrary, the easement granted hereby is limited to the area designated as a floodplain easement on the Plat. However, the extent of a floodplain is dynamic in nature and is a function of land use, which is subject to change; therefore, the boundary of the actual floodplain is subject to change with changing land use, and nothing herein shall be construed to limit the force and effect of the duly adopted floodplain regulations of Loudoun County.

D. **Temporary Grading and Construction Easement.** A temporary easement for the purpose of the necessary grading and construction through and across the Property as more particularly bounded and described on the Plat. This temporary grading and construction easement shall become null and void at such time as grading and construction is complete.

E. **Temporary Turnaround Easement.** A temporary turnaround easement during the period of construction and during any subsequent period in which maintenance, repairs, or reconstruction thereof may be necessary, to become null and void at such time as the purpose for which the easements were created no longer exist, as more particularly bounded and described on the Plat.

F. **Temporary Slope Maintenance Easement.** A temporary easement for the purpose of constructing and maintaining the necessary slope through and across the property of Owner, as more particularly bounded and described on the Plat.

G. **Sign Easement.** An easement for the purposes of maintaining a sign on the Property, said easement being more particularly bounded and described on the Plat.

H. **Sight Distance Easement.** A sight distance easement, as more particularly bounded and described on the Plat, for the purpose of preventing obstructions to vehicular sight in conformance with Virginia Department of Transportation ("VDOT") standards. Owner, its successors and assigns, shall not place or permit on the Property fences, shrubbery, structures, or other facilities or vegetation ("improvements") within the bounds of said easement unless such improvements shall not obstruct vehicular sight from any direction. A VDOT review will be required for any plantings or improvements within said easement. The right to enter and remove

any obstructions for the purpose of maintaining clear sight distance within such easement is hereby granted to VDOT.

I. **Storm Drain Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said property of Owner, said easements being more particularly bounded and described on the Plat.

The foregoing easements are subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements shall be and remain the property of the County, its successors and assigns.

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

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseedling or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or

interfere with the use of said easements by the County for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

*{If no storm water **management** (retention /detention) easement is granted, only condition 5 below will be required. The following are alternative provisions, depending on whether the land owner or the Association is responsible.}*

5. The owner of fee title to any property on which an easement is hereby granted for storm drainage purposes shall be responsible for maintenance of such storm drainage easement, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land, such owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that owner shall not alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels.

6. The owner of fee title to any property on which an easement is hereby granted for storm water management purposes (for facilities such as wet or dry detention or retention ponds, bio-retention facilities such as rain gardens, and the like) shall be responsible for maintenance of such easement and the facilities within such easement that are not maintained by the County, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land. Such owner maintenance shall include items such as mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and, for wet ponds/lakes and for bio-retention facilities receiving storm water run-off from only one lot or parcel, such maintenance shall



include all facilities and infrastructure not maintained by the County pursuant to a written storm water maintenance agreement. The owner shall not alter, disturb nor make any changes to the elevation or contours of the land within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm water management facilities contained within the easement, including (a) for dry detention/retention facilities (dry ponds), removal of debris and maintenance of control structures, weirs and other devices constructed to control the flow of storm water; (b) for wet detention facilities (wet ponds/lakes), only those facilities and maintenance as specified in a written storm water maintenance agreement executed by the County; (c) for constructed stormwater wetlands, control structures; and (d) for bio-retention facilities receiving storm water run-off from more than 1 lot or parcel, the entire facility.

**[OR]**

5. The Association shall be responsible for maintenance of storm drainage easements conveyed herein in accordance with the terms and conditions of the Declaration for \_\_\_\_\_ recorded [in Deed Book \_\_\_\_, at Page \_\_\_\_] [as Instrument Number \_\_\_\_\_] among the Land Records, as amended, except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration, such Association/Lot owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that neither the Association nor any Lot owner shall alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Each lot owner's responsibility to perform such maintenance obligations shall run with the land. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels."

6. The Association shall be responsible for maintenance of the easements conveyed herein for storm water management purposes (for facilities such as wet or dry detention or retention ponds, bio-retention facilities such as rain gardens, and the like), and for

the facilities within such easements that are not maintained by the County, in accordance with the terms and conditions of the Declaration for \_\_\_\_\_ recorded [in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_] [as Instrument Number \_\_\_\_\_] among the Land Records, as amended, except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration. Such Association/Lot owner maintenance shall include items such as mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and, for wet ponds/lakes and for bio-retention facilities receiving storm water run-off from only one lot or parcel, such maintenance shall include all facilities and infrastructure not maintained by the County pursuant to a written storm water maintenance agreement. Neither the Association nor any Lot owner shall alter, disturb nor make any changes to the elevation or contours of the land within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm water management facilities contained within the easements, including (a) for dry detention/retention facilities (dry ponds), removal of debris and maintenance of control structures, weirs and other devices constructed to control the flow of storm water; (b) for wet detention facilities (wet ponds/lakes), only those facilities and maintenance as specified in a written storm water maintenance agreement executed by the County; (c) for constructed stormwater wetlands, control structures; and (d) for bio-retention facilities receiving storm water run-off from more than 1 lot or parcel, the entire facility.

### **L.C.S.A. EASEMENTS**

THIS DEED FURTHER 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 grants and conveys unto the Authority, its successors and assigns, the following easement(s) and right(s)-of-way for the purpose of [the transmission and distribution of water][, the collection and transmission of sewage][, and the transmission and distribution of reclaimed water (as the same is defined in Section 9 VAC 25-740-10 of the Water Reclamation Provisions of the Virginia Administrative Code, as amended)], through, under, upon and across the Property of the Owner:

- 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 (collectively, the "**Water Main Facilities**").
- B. **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 and reclaimed water 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 (collectively, the "**Sanitary Sewer Facilities**").
- C. **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, and removing 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 (collectively, the "**Reclaimed Water Main Facilities**").
- D. **Temporary Construction Easements.** Temporary construction 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 construction easements shall automatically terminate and become null and void at such time as improvements being constructed pursuant to Loudoun Water project number \_\_\_\_\_, titled \_\_\_\_\_ have passed final inspection and been accepted by the Authority.
- E. **Temporary Water Main Easement(s).** Temporary water main easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing 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 (collectively, the "**Existing Water Main Facilities**"). [This/These] temporary water main easement(s) shall automatically terminate and become null and void at such time as (i) the new water mains, fire hydrants, valves, meters and other appurtenant facilities being constructed pursuant to Loudoun Water project number \_\_\_\_\_, titled \_\_\_\_\_ have passed final inspection and been accepted by the Authority, and (ii) the Existing Water Main Facilities within such temporary water main easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number \_\_\_\_-202X-XXXX]. Notwithstanding such automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. ***[The following NOTE is for explanation purposes and should be deleted from the final deed:***

*If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Water Main Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Water Main Facilities pursuant to the terms of this Section E in the same location as the area being vacated./*

- F. Temporary Sanitary Sewer Easement(s).** Temporary sanitary sewer easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing sanitary sewer mains, reclaimed water 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 (collectively, the **"Existing Sanitary Sewer Facilities"**). [This/These] temporary sanitary sewer easement(s) shall automatically terminate and become null and void at such time as (i) the new sanitary sewer mains, reclaimed water mains, manholes and other appurtenant facilities being constructed pursuant to Loudoun Water project number \_\_\_\_\_, titled \_\_\_\_\_ have passed final inspection and been accepted by the Authority, and (ii) the Existing Sanitary Sewer Facilities within such temporary sanitary sewer easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number \_\_\_\_-202X-XXXX]. Notwithstanding such automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. *[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Sanitary Sewer Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Sanitary Sewer Facilities pursuant to the terms of this Section F in the same location as the area being vacated./]*

- G. Temporary Reclaimed Water Main Easement(s).** Temporary reclaimed water main easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing 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 (collectively, the **"Existing Reclaimed Water Main Facilities"**). [This/These] temporary reclaimed water main easement(s) shall automatically terminate and become null and void at such time as (i) the new reclaimed water mains, valves, meters and other appurtenant facilities being constructed pursuant to Loudoun Water project number \_\_\_\_\_, titled \_\_\_\_\_ have passed final inspection and been accepted by the Authority, and (ii) the Existing Reclaimed Water Main Facilities within such temporary reclaimed water main easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number \_\_\_\_-202X-XXXX]. Notwithstanding such

automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. ***[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Reclaimed Water Main Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Reclaimed Water Main Facilities pursuant to the terms of this Section G in the same location as the area being vacated.]***

The foregoing easements are more particularly bounded and described on Plat attached hereto and made a part hereof and are collectively referred to herein as the **"LCSA Easement(s)."** The foregoing facilities installed within the LCSA Easements are collectively referred to herein as the **"LCSA Facilities."**

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

1. All LCSA Facilities which are installed in the LCSA Easement(s) shall be and remain the property of the Authority, its successors and assigns.
2. The Authority, its employees, and such other parties as expressly authorized by the Authority, shall have full and free use of the said LCSA Easement(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the LCSA Easement(s), including the right of access to and from the LCSA Easement(s) and the right to use abutting land adjoining the LCSA Easement(s) when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual surveying, construction or maintenance, and then only to the minimum extent necessary for such surveying, 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 LCSA Easement(s) deemed by it to interfere with the proper and efficient construction, operation and maintenance of said LCSA Facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as practicable to their original condition all lands or premises included within or abutting the said LCSA Easement(s) which are disturbed in any manner by the construction, operation and maintenance of said LCSA Facilities. Such restoration shall include the backfilling of

trenches, the restoration of impervious areas with gravel, standard asphalt or non-reinforced concrete, the restoration of the Permitted Fencing (as defined below in Paragraph 4(v) below), the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located outside of the LCSA Easement(s), but shall not include the replacement of pavement (other than standard asphalt and non-reinforced concrete) or the replacement of trees, structures and other facilities located within the LCSA Easement(s).

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

- (i) constructing and maintaining roadways and parking lots;
- (ii) constructing trails, sidewalks and shared use paths;
- (iii) planting shrubs;
- (iv) installing utilities that are generally perpendicular to the LCSA Easement(s) and provide for the required vertical separation between the LCSA Facilities and the proposed utility line;
- (v) installing fencing so long as such fencing does not restrict, in any way, the Authority's ability to inspect, maintain, operate and replace the LCSA Facilities, and so long as the installation of such fencing is approved in a written letter or agreement executed by the Authority (the "Permitted Fencing"); and
- (vi) installing signs, so long as such signs do not require any foundation.

Notwithstanding Owner's rights outlined in the foregoing paragraph, Owner shall not, without the Authority's prior written approval, do any of the following within LCSA Easements:

- (i) erect or install any building, structure, dumpsters, loading docks, foundations, or footings;
- (ii) plant trees;
- (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 LCSA 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 performs any action prohibited by this Paragraph 4, the Authority shall have the right to remove such structure or item or otherwise remedy such action taken

within the LCSA Easement(s), and seek reimbursement for such removal from Owner. The foregoing provisions shall be deemed covenants that run with the land and shall be binding upon Owner, its successors and assigns, for the benefit of, the Authority, its successors and assigns.

### **CONVEYANCE OF LCSA FACILITIES**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner, on behalf of itself and its successors and assigns, hereby grants and conveys, to the Authority, its successors and assigns, in fee simple, with general warranty of title, all LCSA Facilities now or hereinafter installed within the LCSA Easement(s).

### **SIDEWALK/TRAIL EASEMENT**

THIS DEED FURTHER WITNESSETH THAT in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the County [and the Association] a public access easement and right-of-way for the purpose of constructing, using, and maintaining a sidewalk/trail over and across the Property as shown on the Plat, said easement to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County [and the Association] 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 thereof and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County [or the Association] to erect any building or structure of a permanent nature on such adjoining land.

2. The County [and the Association] shall have the use of the easement free from any obstructions and 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 construction, use, and maintenance of said easement.

3. The County [and the Association] shall have the right in its sole discretion to provide paving and to plant trees and shrubbery within the easement which shall remain the property of [the Association] [the County], its successors and assigns.

4. The construction, repair and maintenance, including snow removal, of the easement areas shall be the responsibility of the Owner [and/or the Association]. The construction, repair and maintenance of the easement areas shall not be the responsibility of the County or the Commonwealth.

#### **PRIVATE STREET INGRESS/EGRESS EASEMENTS**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby create and establish an easement for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, designated thereon as "\_\_\_\_\_ - \_\_\_\_\_" for the use and benefit of the lot(s) served thereby. The Owner [and/or the Association], its successors and assigns, shall be responsible for the construction, repair and maintenance, including snow removal, of the roadway within the easement. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth.

#### **LANDSCAPE BUFFER EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, [and the Association, its successors and assigns,] a landscape buffer easement in the area shown on the Plat. The property within this easement shall not be denuded, defaced, or disturbed in any manner, or subjected to vehicular access, other than maintenance vehicles, without the prior written approval of the County [and the Association], except for required utility and storm water management installations. [Both] the County [and the Association] shall have the right to inspect and maintain any area which lies within the landscape buffer easement, and to remove any improvements or other items which are constructed or located within the landscape buffer easement in contravention of the terms stated herein. The Association shall be responsible for maintenance of this easement. The maintenance of this easement shall not be the responsibility of the County or the Commonwealth.



### **TREE PRESERVATION EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, and the Association, its successors and assigns, a tree preservation easement in the area shown on the Plat. Within this easement, no trees, or other foliage providing canopy coverage pursuant to any duly adopted County ordinance, shall be denuded, defaced, or disturbed in any manner, nor shall this easement area be improved with any building or structure, except for required utility and storm water management installations. Further, this easement area shall not be subject to vehicular access, other than maintenance vehicles, without the prior written approval of the County. Both the County and the Association shall have the right to inspect and maintain any area which lies within this easement, and to remove any improvements or other items which are constructed or located within this easement in contravention of the terms stated herein. The Association shall be responsible for maintenance of this easement. The maintenance of this easement shall not be the responsibility of the County or the Commonwealth.

### **STREET LIGHT EASEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County and unto the Association, their respective successors and assigns, and does hereby dedicate to public use, easements for the purpose of constructing, operating, and maintaining supports for lights and lighting fixtures, including underground wires, conduits, and cables, ground connections, meters, manholes, handholes, transformers, transformer enclosures, concrete pads, connection boxes, and other appurtenances (collectively, the "**Street Lights**"), as may from time to time be deemed expedient or advisable, for the purpose of providing streetlighting upon the Property in the locations as more particularly bounded and described on the Plat, subject to the following conditions:

1. All improvements and facilities which are initially constructed within the easement areas shall be constructed by Owner at Owner's sole cost and expense, and shall thereafter be and remain the property of the Association, its successors and assigns.

2. The Association, its successors and assigns, shall have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary for the exercise of 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 the right to use adjoining land shall be allowed only during periods of actual construction or maintenance of the Street Lights, and further provided, that this right shall not be construed to allow any temporary or permanent building or structure of a temporary or permanent nature to be erected on such adjoining land.

3. The Association, its successors and assigns, shall have the right to enter upon the easements for maintenance purposes, including the right to trim, cut and remove or replace trees, shrubbery, fences and structures deemed by it to interfere with the proper and efficient construction, operation or maintenance of the Street Lights, provided however, that the Association shall restore as nearly as possible, the premises to their original condition after such construction and/or maintenance, including the reseedling or resodding of the lawn, but not the replacement of structures, trees or other obstructions.

4. The maintenance and repair of the Street Lights shall be the responsibility of the Association. The construction, operation, maintenance and repair of the Street Lights shall not be the responsibility of the County or the Commonwealth.

#### **INDIVIDUAL LOT INGRESS/EGRESS EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish, an easement for ingress and egress over and across the Property for the benefit of the owners of Lots \_\_\_\_ through \_\_\_\_, inclusive, [Section \_\_\_\_, Phase \_\_\_\_, Block \_\_\_\_,] \_\_\_\_\_, their successors, assigns, guests and invitees, as more particularly bounded and described on the Plat. The Owner [and/or the Association], its successors and assigns, shall be responsible for the construction, repair and maintenance, including snow removal, of the roadway within the easement. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth.

#### **SANITARY SEWER LATERAL EASEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby create and establish a sanitary sewer lateral easement for the purpose of the maintenance of the sanitary sewer line over and across Lot \_\_\_, for the benefit of the owner of Lot \_\_\_, its successors and assigns.

### **STREET RESERVATION**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and benefits which will accrue by reason of this subdivision, Owner hereby reserves for future street dedication to the County that certain area shown on the aforesaid Plat, containing \_\_\_\_\_ acres, as "\_\_\_ Reservation for future street dedication" (the "**Reservation Area**"). [Said reservation for future street dedication is hereby limited to a period of eighty-nine (89) years from the date of recordation of this instrument.] The Owner, its successors and assigns in interest, shall dedicate to the County for public street purposes at no public cost, and free and clear of all liens and encumbrances, the Reservation Area upon the request of the County at any time[ during said eighty-nine (89) year period].

### **CSE EASEMENTS**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and pursuant to the terms and provisions of Virginia Code Section 15.2-2241.A.6, Owner does hereby declare and establish the common and shared easements over those certain areas in the locations shown on the Plat, as "**Common Shared Easement(s)**" and as "**CSE Easement(s)**," in accordance with the terms and conditions of that certain instrument recorded among the Land Records [in Deed Book \_\_\_, at Page \_\_\_] [as Instrument Number \_\_\_\_\_].

### **TRUSTEES RELEASE AND SUBORDINATION**

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 \_\_\_\_\_ Trustees, [as authorized to act by \_\_\_\_\_, as shown by its execution hereto,] [as authorized to act without the joinder of their secured party] do hereby release and

discharge from the lien of the \_\_\_\_\_ Deed of Trust those portions of the Property dedicated for public use, the LCSA Facilities, and Parcels \_\_\_\_\_, Section \_\_\_\_, Block \_\_\_\_, and do hereby subordinate the said lien to the easements [and reservations] herein conveyed.

TO HAVE AND TO HOLD SAID released property unto Owner, its successors and assigns, fully released and discharged from the liens and operations of the \_\_\_\_\_ Deed of Trust.

It is expressly understood that the aforementioned release shall not affect in any way the lien of the \_\_\_\_\_ Deed of Trust upon the other land conveyed thereby and not released hereby, and the \_\_\_\_\_ Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to the easements [and reservations] herein conveyed.

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 \_\_\_\_\_ Trustees, [as authorized to act by \_\_\_\_\_, as shown by its execution hereto,] [as authorized to act without the joinder of their secured party] do hereby release and discharge from the lien of the \_\_\_\_\_ Deed of Trust those portions of the Property dedicated for public use, the LCSA Facilities, and Parcels \_\_\_\_\_, Section \_\_\_\_, Block \_\_\_\_, and do hereby subordinate the said lien to the easements [and reservations] herein conveyed.

TO HAVE AND TO HOLD SAID released property unto Owner, its successors and assigns, fully released and discharged from the liens and operations of the \_\_\_\_\_ Deed of Trust.

It is expressly understood that the aforementioned release shall not affect in any way the lien of the \_\_\_\_\_ Deed of Trust upon the other land conveyed thereby and not released hereby, and the \_\_\_\_\_ Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to the easements [and reservations] herein conveyed.

#### **SUPPLEMENTARY DECLARATION**

THIS DEED FURTHER WITNESSETH that the Owner, with the consent and joinder of the Trustee(s), does hereby subject Lots \_\_\_\_ through \_\_\_\_, Lots \_\_\_\_ through \_\_\_\_, and Parcels

\_\_\_\_\_ and \_\_\_\_\_, Section \_\_\_\_\_, \_\_\_\_\_, to the terms and conditions of the Declaration.

### **CONVEYANCE TO ASSOCIATION**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby GRANT AND CONVEY WITH SPECIAL WARRANTY OF TITLE unto the Association, Parcel(s) \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, PHASE \_\_\_\_\_, \_\_\_\_\_, to have and to hold unto the Association, its successors and assigns.

### **VACATION OF COUNTY EASEMENTS**

(Easements Created Pursuant To Site Plan: 15.2-2270)  
(Vacation Prior To Sale Of Lot Within Subdivision; 15.2-2271)  
(Vacation Following Sale Of Lot Within Subdivision; 15.2-2272)

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 Owner, 2270&2271 [as the sole owner of the Property] 2272 [as all the owners of the lots shown on the original subdivision plat] 2272 [as all the owners of the lots immediately adjacent to the storm drainage easements and public streets being vacated] [together with the Trustee(s)], with the consent of the County, does hereby VACATE, those portions of that/those certain [Storm Drainage] easement(s) previously created by instrument recorded among the Land Records [in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_] [as Instrument Number \_\_\_\_\_], as more particularly shown and depicted on the Plat as ["To Be Vacated" and] ["Hereby Vacated"] ["\_\_\_\_\_"].

### **CONFIRMATION OF TERMINATION OF EASEMENTS**

(Existing Easements Not Depicted On Plat: §15.2-2265)

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, and in accordance with the provisions of Virginia Code Section 15.2-2265, the Owner and the County do hereby acknowledge the automatic termination of portions of that/those certain easement(s)

previously created by instrument recorded among the Land Records [in Deed Book \_\_\_\_, at Page \_\_\_\_] [as Instrument Number \_\_\_\_\_], by virtue of the absence of the depiction of such easements on the Plat. For illustration, such terminated easement(s) is/are shown on the Plat as "HEREBY VACATED".

### **CONFIRMATION OF VACATION OF COUNTY EASEMENT**

(Original Document Provides For Automatic Vacation Upon Condition Subsequent)

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 parties do hereby confirm the VACATION AND TERMINATION of that certain easement previously created by instrument recorded [in Deed Book \_\_\_\_, at Page \_\_\_\_] [as Instrument Number \_\_\_\_\_], among the Land Records, as more particularly shown and depicted on the Plat as "**Hereby Vacated.**" This vacation automatically results from the [dedication of a public street over the easement area,][construction of alternate facilities which the parties hereby acknowledge have been constructed,] as provided by the terms of the original easement.

### **CONFIRMATION OF TERMINATION OF EASEMENTS**

(Merger Doctrine)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 Owner[, the Trustees] and the County do hereby acknowledge the automatic termination of portions of those certain existing [\_\_\_\_\_] easements previously granted to the County by instrument recorded among the Land Records [in Deed Book \_\_\_\_, at Page \_\_\_\_] [as Instrument Number \_\_\_\_\_], by virtue of the foregoing dedication to the County for public street purposes and pursuant to the doctrine of merger of title. For illustration, such terminated easements are shown on the Plat as "HEREBY VACATED".

### **AUTHORITY VACATION OF EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, 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 easement(s)] [sanitary sewer easement(s)] [reclaimed water main easement(s)] previously created by instrument recorded among the Land Records [in Deed Book \_\_\_\_ at Page \_\_\_\_] [as Instrument Number \_\_\_\_\_], as more particularly shown and depicted on the Plat as ["To Be Vacated" and] ["Hereby Vacated"]. ***[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Owner grants a temporary water main easement, temporary sanitary sewer easement or temporary reclaimed water easement to the Authority in this Deed, then the following additional sentence shall be added: "The foregoing vacation shall not vacate any temporary easement(s) granted to the Authority in this Deed."].***

### **MISCELLANEOUS**

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Loudoun County, Virginia, as shown by the signatures affixed to the [Deed] [Deed and Plat] [Plat], and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the Property, and the Trustees, as aforesaid.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted by the respective [partnership agreement] [charter, bylaws and action of the Board of Directors] [articles of organization, operating agreement or majority vote of the members] of the Owner and the other parties hereto.

[The Association unites herein to indicate and confirm its acceptance of all of the maintenance and other obligations assigned to or assumed by the Association under this Deed.]

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, TRUSTEE

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, TRUSTEE

\_\_\_\_\_  
(BENEFICIARY)

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, TRUSTEE

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, TRUSTEE

\_\_\_\_\_  
(BENEFICIARY)

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LOUDOUN COUNTY SANITATION  
AUTHORITY d.b.a LOUDOUN WATER

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



The Foregoing Easements Are Hereby Accepted Pursuant To Virginia Code Section 15.2-1803 and the [Vacation/Termination] of the Easement[s] [Pursuant to Virginia Code Section 15.2-2270][2271][2272]] is Hereby Approved

APPROVED AS TO LEGAL FORM: BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

Assistant County Attorney

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to wit:

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

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY 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.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to wit:

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

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY 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.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to wit:

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

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of the LOUDOUN COUNTY SANITATION AUTHORITY d.b.a LOUDOUN WATER, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

LoudounForms\G:\COMMON\HOBBI\B&D\LDA Review (Triage)\Templates + Instrxns\B&D Templates\B&D Webpage\Deed of Dedication, etc\2021 LCSA Revisions\DEED TEMPLATE - SUB, DEDI, ESMT, DoT, etc. with New LCSA language (rev 052621) (JSHv.F) 062821.docx  
Revised 9/00  
Revised 01/2001  
Revised 3/1/04  
Revised 7/22/04  
Revised 7/08  
Revised 02/15 (LCSA revisions)  
Revised 5/26/21  
Revised 11/16/21