

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

1. General Deed of Easement:

DEED OF EASEMENT

THIS DEED OF EASEMENT (the "**Deed**") is made this ___ day of _____, 2007, by and between _____, (hereinafter referred to as "**Owner**"); _____ (hereinafter referred to as "**Trustee**"); and the **TOWN OF LEESBURG, VIRGINIA**, a municipal corporation (hereinafter referred to as "**Town**").

WITNESSETH:

WHEREAS, the Owners are the owners and proprietors 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 _____ 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 a 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

NOW THEREFORE, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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

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

TRUSTEE SUBORDINATION

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

FURTHER WITNESSETH the following signatures and seals:

OWNER:

_____(SEAL)

BY:

ITS:

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 _____, 2007.

Notary Public

My commission expires: _____

TRUSTEE:

By: _____ (SEAL)

Name:

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 _____, 2007.

Notary Public

My commission expires: _____

LENDER:

By: _____(SEAL)
Name:
Its:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, Lender, 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 _____, 2007.

Notary Public

My commission expires: _____

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

APPROVED AS TO FORM:

THE TOWN OF LEESBURG

Barbara P. Beach, Esq.
Town Attorney

By: _____(SEAL)
Kristen C. Umstatt, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kristen C. Umstatt as Mayor of the Town of Leesburg, 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 _____, 2007.

Notary Public

My commission expires: _____

2. Avigational Easement:

Avigational Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, a perpetual airspace easement, also referred to as an Avigation Easement, and right of way for the free and unobstructed passage of all aircraft in and through the airspace over and across the Property, benefiting the real estate owned by the Town. Said easement is more particularly bounded and described on the Plat as "_____."

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

1. The minimum elevation of this permanent Avigation Easement applicable to the Property is referred to as the transitional surface. This surface and all measurements pertaining to this surface shall be interpreted in accordance with regulations of the Federal Aviation Administration. The transitional surface is a slope extending outward from the extended centerline of the runway of the Leesburg Executive Airport at a slope of one (1) foot rise for every seven (7) foot horizontal distance. The surface elevations are the measurements from mean sea level designated on the Plat, at the points designated on the Plat, and all additional measurements pertaining to this Easement shall be based on those on the Plat.

2. The purpose of this Easement shall be for the benefit of the Town and the public in its use of the Leesburg Executive Airport. Owner shall not erect or permit the erection or growth of any structures, trees or other objects within or upon the Property within the vertical area included in the Easement, or above the transitional surface. The Town shall have the right to take any action necessary to prevent the erection or growth of any structure, tree or other object into the airspace included in the vertical space of the Easement and to remove from such airspace or mark or light as obstructions to air navigation, in its sole discretion, any and all structures, trees and other objects. The Town shall have a permanent right of ingress to, egress from, and passage over the Property for any purposes in connection with this Easement.

3. Owner grants the Town a right in perpetuity to fell all trees which are located within the limits of the Easement area, whether or not they encroach on the transitional surface. The Town shall have the additional right, as its option, to cut any trees to a height ten (10) feet below the minimum elevations of

the Easement, so as to keep the trees below the described surface area. These rights, and all others described in this Deed, may be exercised by the Town without further compensation to Owner or its successors.

4. Owner grants to the Town for the use and benefit of the public a right of flight for passage of aircraft in the airspace at or above the minimum elevation of the Avigation Easement together with the right to cause in said airspace such noise, vibrations and fumes as many be inherent in or useful for the operation of aircraft used in the airspace for landing at, taking off from, or operation at or near the Airport.

5. Owner agrees to preclude and prevent the construction or development of facilities which will create electronic or other interference with airport or aircraft navigational aids, and to preclude and prevent construction or development of facilities which will result in directed lighting or glare from the property onto the Airport or aircraft using the Airport.

6. The Town, at its option, may exercise all rights granted by this Deed and shall have the right to remove structures, trees and any other obstructions or objects violating the terms of this Easement, all without any further consideration or payment to the Owner, and the Town shall have all necessary right of entry onto the Property for all of the purposes described in this Deed. Delay by the Town or failure to exercise any such rights shall have no effect on those rights.

3. Temporary Construction Easement:

Temporary Construction Easement.

NOW THEREFORE 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 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.

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 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, other structure, or fence within the easement areas.

4. Emergency Access Easement:

Emergency Access Easement.

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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, other structure, or fence within the easement areas.

5. Temporary Grading Easement:

Temporary Grading Easement.

NOW THEREFORE 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 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.

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, other structure, or fence within the easement areas.

6. Landscape Easement:

Landscape Easement.

NOW THEREFORE 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 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, other structure, or fence within the easement areas.

7. No Access/ Limited Access Easement:

Limited Access 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, the Owners do 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 Owners, nor their 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 Owners; 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 Owners do, 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 Owners 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 Owners from any other abutting highway other than the designated limited access portions of _____ and its ramps, loops, and connections, nor as denying the Owners the right of ingress to and egress from any of the lands of the Owners which abut any service road or other road now or hereafter constructed by the Owners to provide access to and from _____ by the public streets and controlled interchanges approved by the CTB.

8. Noise Wall Easement:

Noise Wall Easement.

NOW THEREFORE 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 does hereby grant and convey unto the Town, its successors and assigns, easements over and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering an acoustical noise wall and its associated structures, improvements, supporting foundations, and appurtenant facilities (the "**Noise Wall Facilities**"), said easement being more particularly bounded and described on the Plat as "_____."

The above described easements subject to the following conditions:

1. All noise wall structures, improvements, supporting foundations, and appurtenant facilities which 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 by the easement including the right of access to and from the easement 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, installation, operation, and maintenance of said Noise Wall 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 Noise Wall Facilities. Such restoration shall include the backfilling of trenches and the reseeding or resodding of lawns or pasture areas, and the replacement of fences, trees, shrubbery, structures, and other facilities as appropriate located outside the easement area.

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, including the right to install landscaping and irrigation facilities within the easement area, which shall be maintained by the Owner; provided, however, that Owner shall (i) comply with all applicable Town ordinances and regulations prior to placing any roadway, structure, landscaping, irrigation or other facilities within the easement area and (ii) obtain the Town's written approval of an irrigation plan before placing any irrigation system or structures or appurtenant facilities within the easement area. The Owner shall not be responsible for any costs nor have any obligations for construction, maintenance, repair and upkeep of the Noise Wall Facilities.

9. Public Ingress/Egress Easement:

Public Ingress-Egress Easement.

NOW THEREFORE 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 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, other structure, or fence within the easement areas.

10. Sanitary Sewer Easement:

Sanitary Sewer Easements.

NOW THEREFORE 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 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 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, other structure, or fence within the easement areas.

11. Sidewalk Easements:

Sidewalk Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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, other structure, or fence within the easement areas.

12. Sight Distance Easement:

Sight Distance Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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 reseeding 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 of 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, other structure, or fence within the easement areas.

13. Slope Maintenance Easement:

Slope Maintenance Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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 reseeding 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, or other structure, or fence, in the easement area..

14. Storm Drainage Easement:

Storm Drainage Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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, 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 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 and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of 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, or other structure, or fence, in the easement area.

15. Storm Sewer Easement:

Storm Sewer Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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 reseeded 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, or other structure, or fence, in the easement area.

16. Storm- Water Detention Publicly Maintained Easement:

Storm Water Detention Easement

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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 reseedling 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, or other structure, or fence, in the easement area.

17. Storm- Water Detention Privately Maintained Easement/
Best Management Practice Facilities Easements:

Stormwater Management Easement / Privately Maintained.

Owner hereby grants and conveys unto the Town, its successors and assigns, a Stormwater Management Easement/Privately Maintained for the purpose of installing, constructing, operating, maintaining, adding to, repairing, replacing, altering present or future stormwater management facilities and structures including but not limited to stormwater storage areas, drainage ditches, drainage lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances collectively for the collection, storage and/or treatment of storm waters (collectively referred to as "facilities") and its transmission through, upon, and across a portion of the Owner's Property said easement area being more particularly bounded and described on the Plat as the "Stormwater Management Easement/Privately Maintained".

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

1. The Owner shall construct the facilities within the easement according to the construction plans approved by the Town (the "Plans") and in compliance with all applicable laws and regulations promulgated pursuant to the Code of Virginia § 62.1-44.15:24, et. Seq. and 62.1-44.15:27, et. seq., **9VAC25-870 (Virginia Stormwater Management Program Regulations)**. All facilities installed in the easement area shall be and remain the property of the Grantor, its successors and assigns.

2. The Owner, its successors and assigns, shall be responsible for any specific maintenance requirements included in the Plans, all applicable stormwater management Regulations, and for providing adequate maintenance of all facilities located within the easement area; adequate maintenance means good working condition so that the facilities are performing their design functions as described and shown on the Plans and as described in all applicable Stormwater Management Regulations (currently, found in the Virginia State Code, the BMP Clearinghouse, the Virginia Stormwater Management Handbook and the Town's Design and Construction Standards Manual (DCSM), latest editions).

3. The Owner, its successors and assigns, shall annually file an inspection report, which shall be signed and sealed by a qualified licensed professional as stipulated in the VA State Stormwater Management Regulation 9VAC25-870-114, with the Town of Leesburg Department of Public Works that shows compliance with the Plans and applicable Stormwater Management Regulations (currently, found in the Virginia State Code, the BMP Clearinghouse, the Virginia Stormwater Management Handbook and the Town's DCSM, latest editions).

4. The Town, its authorized agents and employees, shall have the right, but not the obligation, to enter the easement area and to inspect the easement area and/or facilities 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.

5. If the Owner, its successors and assigns, fails to adequately maintain the easement area and/or facilities, inspect, file annual reports, and/or comply with applicable Stormwater Management 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. The Owner, its successors and assigns, shall, reimburse the Town for the costs of the inspection, replacement, repair, and maintenance of the easement area and/or 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 easement area without obtaining written approval of the Owner.

6. The Town and its agent or assigns shall have full and free use of said 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 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 facilities, and then only to the extent necessary to perform inspections, replacement, repair and maintenance of the 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 the Owner, its successors and assigns, fails to adequately maintain the easement area, inspect, file annual reports and/or comply with applicable Stormwater Management 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 easement area, deemed by the Town to interfere with the proper and efficient operation and maintenance of the facilities, provided that the Town, at the expense of the Owner, its successors and assigns, shall restore as the Town deems necessary, all land or premises disturbed by the inspection, construction, operations and maintenance of said facilities.

8. The Owner, its successors and assigns, shall not alter the facilities without prior written approval of the Town. The Owner, its successor and assigns, shall submit a written request to the Town of Leesburg Department of Public Works for approval of any alteration to the easement area and/or facilities.

9. The 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, its successors and assigns, shall comply with all applicable Federal, State, Local and Town ordinances and regulations prior to placing any building, roadway, or other structure, or fence, in the easement area.

10. The Owner, its successors or assigns, including but not limited to property owners or homeowner and business owner 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 or adjacent to the easement area.

Right-of-Way Dedication.

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 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.

19. Surface Drainage Easement:

Surface Drainage Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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, 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 Town, 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 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 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, and the replacement of fences, 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 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.

20. Traffic Signal Easements:

Traffic Signal Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and

sufficiency of which are hereby acknowledged, 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, or other structure, or fence, in the easement area.

21. Trail Easement:

Trail Easement.

NOW THEREFORE WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, 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 Leesburg Design and Construction 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 when ever 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 Leesburg Department of Engineering and Public Works 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.

22. Turnaround Easement:

Temporary Turnaround Easement.

NOW THEREFORE 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 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 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, other structure, or fence within the easement areas.

23. Waterline Easement:

Waterline Easements.

NOW THEREFORE 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 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, or other structure, or fence, in the easement area.

100-Year Floodplain Easements

Easements through and across the surface of the Property for the purpose of reserving a natural flood plain for the collection of stormwater and its transmission, said easements being more particularly bounded and described on the Plat as "Floodplain Easement."

The above-described 100-year flood plain easements are subject to the following conditions:

1. The Town will maintain the 100-year flood plain as determined necessary by the Town. Maintenance by the Town shall be specifically limited to removal of debris and other matter where such debris or matter has impeded or threatens to impede the free flow of stormwater through the 100-year flood plain.

2. The Town, its authorized agents, and employees shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the rights granted in 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 maintenance.

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 easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said 100-year flood plain provided, however, that the Town at its own expense shall restore as appropriate all land or premises which are disturbed in any manner by the maintenance and repair by the Town of said 100-year flood plain. Such restoration shall be limited to the reseeded or resodding of lawns or pasture areas within the easement, and the replacement of fences, structures, and other facilities located within the easement, provided they will not impede or threaten to impede the free flow of stormwater through the 100-year flood plain.

4. The Owners reserve 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 easements by the Town for the purposes named; provided, however, the Owners shall not erect any building, fence, or other structure, shall not alter the surface and/or elevation of the ground within the easement, or shall not alter the 100-year flood plain without obtaining the prior written approval of the Town, and the Owners shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, other structure, or fence, on the easement.

Notwithstanding anything herein to the contrary, the easements granted hereby are limited to the area designated as a flood plain easement on the Plat. However, the extent of a flood plain is dynamic in nature and is a function of land use, which is subject to change; therefore, the boundary of the actual flood plain is subject to change with

changing land use, and nothing herein shall be construed to limit the force and effect of the duly adopted flood plain regulations of the Town of Leesburg, Virginia.