

Document prepared by and
when recorded return to:

GPIN Nos: _____

**THIS DEED IS EXEMPT FROM RECORDATION TAX PURSUANT TO
SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA, 1950, AS AMENDED**

DEED OF QUITCLAIM AND EASEMENTS

[TITLE OF THIS DEED SHOULD BE UPDATED TO REFLECT ITS CONTENTS]

THIS DEED OF QUITCLAIM AND EASEMENTS (this "Deed") is made this ____ day of _____, _____, by and between _____, a _____ ***[PROVIDE ENTITY TYPE AND STATE OF FORMATION, IF APPLICABLE]***, as grantor (the "Owner"); _____, Trustee(s), as grantor (the "Trustee(s)"); _____, a _____, as grantor (the "Lender"); and the **PRINCE WILLIAM COUNTY SERVICE AUTHORITY**, a public body politic and corporate, as grantee (the "Authority").

RECITALS

R-1. By virtue of a deed recorded among the land records of Prince William County, Virginia (the "Land Records") as _____ ***[INSERT INSTRUMENT NO. OR DEED BOOK AND PAGE]***, Owner is the owner of that certain parcel of real property located and situate in Prince William County, Virginia identified as _____ ***[INSERT PROPERTY'S LEGAL DESCRIPTION OR METES AND BOUNDS DESCRIPTION]*** (the "Property"), which is more particularly shown and described on the plat attached hereto and made a part hereof entitled "_____" dated _____ and prepared by _____ (the "Plat").

R-2. [The Property is encumbered by the lien of that certain Deed of Trust made by Owner to Trustee(s) and securing Lender, dated _____ and recorded among the Land Records as _____ (the "Deed of Trust").]

OR

[The Property is not subject to the lien of any deed of trust or similar lien instrument.]

R-3. Currently there exist on, across, through, and underneath the Property certain facilities for the collection and conveyance of sanitary sewage and/or for the transmission and distribution of water (the "Existing Facilities"). ***[THIS RECITAL SHOULD ONLY BE USED IF THE OWNER IS QUITCLAIMING EXISTING FACILITIES TO THE AUTHORITY THAT ARE NOT CURRENTLY WITHIN AN EASEMENT BENEFITTING THE AUTHORITY.]***

R-4. It is now the Owner's desire and intention, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures affixed hereto, to quitclaim, release, and convey to the Authority any and all of Owner's rights, title, and interest in and to the Existing Facilities. **[THIS RECITAL SHOULD ONLY BE USED IF THE OWNER IS QUITCLAIMING EXISTING FACILITIES TO THE AUTHORITY THAT ARE NOT CURRENTLY WITHIN AN EASEMENT BENEFITTING THE AUTHORITY.]**

R-5. It is now also the Owner's desire and intention, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures affixed hereto, to create, grant, and convey to the Authority those permanent easements and rights-of-way, in the areas and dimensions as shown on the Plat for the purposes set forth herein.

R-6. It is now further the Owner's desire and intention, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures affixed hereto, to create, grant, and convey to the Authority temporary construction easements through, upon, under, and across the Property in the locations and dimensions shown on the Plat for the purposes set forth herein. **[THIS RECITAL SHOULD ONLY BE USED IF THE OWNER IS CONVEYING TEMPORARY CONSTRUCTION EASEMENTS TO THE AUTHORITY.]**

R-7. The Authority is the beneficiary of an easement encumbering the Property for _____ purposes (the "Existing Authority Easement") pursuant to that certain deed recorded among the Land Records as _____ **[INSERT INSTRUMENT NO. OR DEED BOOK AND PAGE]**. It is now the Authority's desire and intention to vacate, surrender, and quitclaim to Owner all of the Authority's right, title, and interest in and to those portions of the Existing Authority Easement as more particularly set forth on the Plat. **[THIS RECITAL SHOULD ONLY BE USED IF THE AUTHORITY IS QUITCLAIMING EASEMENT RIGHTS TO THE OWNER.]**

WITNESSETH:

QUITCLAIM OF EXISTING FACILITIES
[THIS SECTION SHOULD ONLY BE USED IF THE OWNER IS QUITCLAIMING EXISTING FACILITIES TO THE AUTHORITY THAT ARE NOT CURRENTLY WITHIN AN EASEMENT BENEFITTING THE AUTHORITY.]

NOW, THEREFORE, in consideration of the sum of ten dollars and NO/100 (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby forever remises, quitclaims, releases, and conveys to the Authority, its successors and assigns, any and all of Owner's rights, title, and interest in and to the Existing Facilities.

SANITARY SEWER EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby create, grant, and convey unto the Authority, its successors and assigns, with General Warranty of title, a

permanent easement and right-of-way over, under, across, and through the Property, in the locations and dimensions as shown on the Plat (the "Sanitary Sewer Easement Area"), and described on the Plat as "_____"(the "Sanitary Sewer Easement") for the purposes of installing, constructing, operating, maintaining, inspecting, repairing, replacing, adding to or altering, changing the size of, and removing one or more present or future sanitary sewage utility lines and mains, including, without limitation, inlet structures, meters, manholes, forcemains, and other appurtenant facilities for the collection of sewage and its transmission through, upon, under, and across the Property (collectively, the "Sanitary Sewer Facilities"). The Sanitary Sewer Easement is subject to the following terms and conditions:

1. All Sanitary Sewer Facilities which are installed in the Sanitary Sewer Easement Area shall be and remain the property of the Authority, its successors and assigns.

2. The Authority, and its agents, employees, contractors, and authorized permittees shall have full and free use of the Sanitary Sewer Easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Sanitary Sewer Easement and right-of-way including the right of reasonable access to and from the Sanitary Sewer Easement Area 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 surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the Sanitary Sewer Easement Area, including those existing at the time of execution of this Deed, deemed by the Authority to interfere with the proper and efficient construction, operation and maintenance of the Sanitary Sewer Facilities; provided, however, that the Authority at its own expense shall restore, as nearly as practicable, to their original condition all land or premises included within or adjoining the Sanitary Sewer Easement Area which are disturbed in any manner by the construction, operation and maintenance of the Sanitary Sewer Facilities. Such restoration shall include (i) the backfilling of trenches, (ii) repaving, (iii) replacement of fences pre-approved by the Authority or existing at the time of execution of this Deed (the "Permitted Fences"), (iv) the reseeding or resodding of lawns or pasture areas, and (v) the replacement of trees, flowers, shrubbery, vegetable plants, structures and other obstructions located outside the Sanitary Sewer Easement Area, but shall not include the replacement of trees, flowers, shrubbery, vegetable plants, structures, except Permitted Fences, or other obstructions located within the Sanitary Sewer Easement Area.

4. The Owner reserves the right to make any use of the Sanitary Sewer Easement Area which may not be inconsistent with the rights herein conveyed, or interfere with the use of the Sanitary Sewer Easement by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, including a fence, in the Sanitary Sewer Easement Area, without obtaining the prior written approval of the Authority. In the event a use of the Property by Owner is approved by the Authority, but requires the relocation of any of the Sanitary Sewer Facilities or the adjustment of the depth of any of the Sanitary Sewer Facilities, all costs required to accomplish such relocation or adjustment shall be paid by Owner. Owner

agrees that no vegetation other than (i) grass, (ii) shrubbery, and (iii) flowers and vegetable plants with root systems that extend no more than 12 inches below the surface at maturity, may be planted in the Sanitary Sewer Easement Area; provided, however, that such flowers, shrubbery and vegetable plants are planted at Owner's risk and the Authority shall have no obligation to replant such flowers, shrubbery and vegetable plants nor to compensate Owner for such vegetation in the event such vegetation is damaged or destroyed during the exercise of the Authority's rights under this Deed.

WATERLINE EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby create, grant, and convey unto the Authority, its successors and assigns, with General Warranty of title, a permanent easement and right-of-way over, under, across, and through the Property, in the locations and dimensions as shown on the Plat (the "Waterline Easement Area"), and described on the Plat as "_____ " (the "Waterline Easement") for the purposes of installing, inspecting, constructing, operating, maintaining, repairing, adding to, altering or replacing one or more present or future water lines or mains, including, without limitation, fire hydrants, valves, vaults, meters, building service connections and other appurtenant facilities for the transmission and distribution of water, through, upon, under, and across the Property (collectively, the "Waterline Facilities"). The Waterline Easement shall be subject to the following terms and conditions:

1. All Waterline Facilities which are installed in the Waterline Easement Area shall be and remain the property of the Authority, its successors and assigns.
2. The Authority, and its agents, employees, contractors, and authorized permittees shall have full and free use of the Waterline Easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Waterline Easement and right-of-way including the right of reasonable access to and from the Waterline Easement Area 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 surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the Waterline Easement Area, including those existing at the time of execution of this Deed, deemed by the Authority to interfere with the proper and efficient construction, operation and maintenance of the Waterline Facilities; provided, however, that the Authority at its own expense shall restore, as nearly as practicable, to their original condition all land or premises included within or adjoining the Waterline Easement Area which are disturbed in any manner by the construction, operation and maintenance of the Waterline Facilities. Such restoration shall include (i) the backfilling of trenches, (ii) repaving, (iii) replacement of fences pre-approved by the Authority or existing at the time of execution of

this Deed (the "Permitted Fences"), (iv) the reseeding or resodding of lawns or pasture areas, and (v) the replacement of trees, flowers, shrubbery, vegetable plants, structures and other obstructions located outside the Waterline Easement Area, but shall not include the replacement of trees, flowers, shrubbery, vegetable plants, structures, except Permitted Fences, or other obstructions located within the Waterline Easement Area.

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

TEMPORARY CONSTRUCTION EASEMENT
[THIS SECTION SHOULD ONLY BE USED IF THE OWNER IS CONVEYING
TEMPORARY CONSTRUCTION EASEMENTS TO THE AUTHORITY.]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One and 00/100 dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby create, grant, and convey unto the Authority, its agents, successors and assigns, a temporary construction easement (the "Temporary Construction Easement") over, under, across, and through the Property, in the areas and dimensions as shown on the Plat (the "Temporary Construction Easement Area") and described on the Plat as "_____ " for the purpose of performing construction work and activities relating to the Sanitary Sewer Easement and/or Waterline Easement, on, under, through and across the Property. The Temporary Construction Easement shall be subject to the following terms and conditions:

1. The Authority, and its agents, employees, contractors, and authorized permittees shall have full and free use of the said Temporary Construction Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Temporary Construction Easement including the right of reasonable access to and from the Temporary Construction Easement Area 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 surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.

2. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easement being conveyed, deemed by it to interfere with the proper and efficient construction, grading or maintenance of the property; provided, however, that the Authority at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the restoration of the original grade or topography or the replacement of structures, trees or other obstructions.

3. The Owner reserves the right to make any use of the Property which may not be inconsistent with the rights herein conveyed, or interfere with the use of the Temporary Construction Easement by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or structure, including a fence, on the Temporary Construction Easement Area without the prior written approval of the Authority.

4. The Temporary Construction Easement shall expire and become null and void at such time as construction of the improvements for which the Temporary Construction Easement are required is completed.

RELEASE AND SUBORDINATION
[THIS SECTION SHOULD BE UPDATED TO
REFLECT THE CONTENTS OF THIS DEED]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee(s), with the consent and approval of the Lender, [as shown by Lender's signature affixed hereto,] [as authorized to act without the joinder of the Lender] [**CHOOSE ONE**] does hereby release and discharge the Existing Facilities from the lien of the Deed of Trust, and, further, does hereby subordinate the said lien to the easements herein conveyed.

TO HAVE AND TO HOLD SAID Existing Facilities unto the Authority, its successors and assigns, fully released and discharged from the liens and operations of the Deed of Trust.

It is expressly understood that the release of the Existing Facilities from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon any other property, real or personal, conveyed thereby and not released hereby, and the Deed of Trust shall remain in full force and effect as to any such property, real or personal, conveyed thereby and not released hereby, subject, however, to the easements herein conveyed.

VACATION OF THE EXISTING AUTHORITY EASEMENT
[THIS SECTION SHOULD ONLY BE USED IF THE AUTHORITY IS QUITCLAIMING
EASEMENT RIGHTS TO THE OWNER.]

THIS DEED FURTHER WITNESSETH: that for an in consideration of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Authority does hereby forever vacate, surrender, and quitclaim to Owner, its successors and assigns, any and all of the Authority's right, title, and interest in and to those portions of the Existing Authority Easement that are shown and described on the Plat as "_____".

MISCELLANEOUS

1. This Deed is made with the free consent and in accordance with the desires of the Owner.

2. Owner covenants that it is seized of and has the right to convey the easements set forth in this Deed, that the Authority shall have quiet and peaceable possession, use and enjoyment of the said easements, and that the Owner shall execute such further assurances thereof as may be required.

3. In the event the Authority notifies Owner, or Owner's successors or assigns, of a violation of the terms of this Deed and Owner does not cure such violation within thirty (30) days of such notice, or such other time as Owner and the Authority may agree upon in writing, the Authority may take such action as necessary to cure such violation, including ingress and egress over any portion of Owner's Property deemed necessary by the Authority to access the easement area and to enforce the Authority's rights hereunder. All costs and expenses incurred by the Authority in exercising or enforcing its rights hereunder shall be paid or, at the Authority's election, reimbursed, by Owner, within thirty (30) days from the date Owner receives a bill or invoice from the Authority for such costs and expenses. If such costs and expenses are not paid within the thirty (30) day period referenced in the preceding sentence, all such costs and expenses shall immediately commence bearing interest at the rate of twelve percent (12%) per annum. The Authority shall have the right to enforce the terms of this Deed by any remedy available at law or in equity.

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

5. The parties agree that the terms, conditions, and covenants stated in this Deed shall be construed as covenants running with the land and shall be binding upon and shall inure to the benefit of the Owner, the Authority, and their respective heirs, successors, and assigns.

6. The parties agree that this Deed describes the entire agreement and understanding between the Owner and the Authority with respect to the subject matter hereof and that no written or verbal statement or representations have been made by or to the Authority which either modify, add to, or change this Deed.

7. If any term or provision of this Deed shall be invalid or unenforceable to any extent, the remainder of this Deed shall not be affected thereby, and each remaining term and provision of this Deed shall be valid and enforceable to the fullest extent permitted by law.

8. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Owner shall be responsible, at its sole cost and expense, for causing this Deed to be recorded among the Land Records.

10. The Recitals are hereby incorporated into this Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]
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WITNESS the following signatures and seals:

OWNER:

By: _____ (SEAL)
Name:
Title:

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]
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TRUSTEE(S):

By: _____ (SEAL)
Name:
Title:

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

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LENDER:

By: _____ (SEAL)

Name:

Title:

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]
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THE AUTHORITY:

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: _____ (SEAL)
Name:
Title:

COMMONWEALTH of VIRGINIA
COUNTY OF PRINCE WILLIAM, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of the Prince William County Service Authority, its authorized agent, whose name is signed to the foregoing Deed, has this date appeared before me, and acknowledged the same.

Given under my hand this _____ day of _____, _____.

Notary Public

My Commission Expires: _____