

Document prepared by
and after recording return to:
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McLean, Virginia 22102
Attn: John C. McGranahan, Jr., Esquire

*Exempt from Recording Fees Per
Virginia Code §§ 58.1-811(A)(3) and
58.1-811(D)*

PIN #: 7914-59-7136-000

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT, dated as of _____, 2016, by and between the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, a body corporate and politic (the "COUNTY"), as grantor for indexing purposes; and the **FAUQUIER COUNTY WATER AND SANITATION AUTHORITY**, a body corporate and politic (the "AUTHORITY"), as grantee for indexing purposes, recites and provides:

RECITALS

The COUNTY is the owner of a parcel of land in the Cedar Run Magisterial District of Fauquier County, Virginia containing approximately 96.3742 acres (the "Property"). The Property is more particularly described in the deed recorded in Deed Book 1196, at page 494 among the land records in the Clerk's Office of the Circuit Court of Fauquier County, Virginia (the "Land Records").

The Property is identified on the Fauquier County Tax Maps as PIN # 7914-59-7136-000 and is shown more particularly on the plat attached to and incorporated into this Deed by this reference dated December 21, 2015, prepared by Carson & Ashley of Warrenton, Virginia and entitled "PLAT SHOWING WELL LOT DEDICATION & UTILITY EASEMENT CONVEYANCE TO THE FAUQUIER COUNTY WATER AND SANITATION AUTHORITY ON THE PROPERTY OF FAUQUIER COUNTY BOARD OF SUPERVISORS CEDAR RUN MAGISTERIAL DISTRICT FAUQUIER COUNTY, VIRGINIA" (the "Plat").

The COUNTY desires to (i) dedicate, grant and convey, in fee simple to the AUTHORITY for public utility purposes approximately .9183 acres of land identified on the Plat as "WELL LOT 0.9183 ACRES" (the "Well Lot") as being dedicated to the AUTHORITY for such purposes; and (ii) grant and convey unto the AUTHORITY (a) a variable width utility easement containing approximately 348 square feet, (b) a variable width utility easement containing approximately 36,316 square feet, (c) a 30-foot wide utility easement, (the "Utility Easements") and (d) a 30-foot wide ingress/egress easement, each across, over and upon the Property as shown on the Plat for the purposes set forth herein (the "Ingress-Egress Easement") (together with the Utility Easements, the "Easements").

DEDICATION AND EASEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, the conveyances made hereby, the consideration received therefor by the COUNTY and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Well Lot Dedication.** The COUNTY dedicates, grants and conveys, in fee simple unto the AUTHORITY, its successors and assigns, with general warranty, the Well Lot as more particularly shown on the Plat as "WELL LOT 0.9183 ACRES" for public utility purposes.
2. **Utility Easement.** The COUNTY hereby grants and conveys unto the AUTHORITY, its successors and assigns, with general warranty and title, the Utility Easements, both being across, over and upon portions of the Property as shown on the Plat for the purposes of the construction, grading, operating, maintenance and/or replacement of water and sanitary sewer lines, any and all appurtenant facilities, and related activities. The Utility Easements are shown more particularly on the Plat as (i) "30' UTILITIES EASEMENT HEREBY GRANTED", (ii) "VARIABLE WIDTH UTILITY EASEMENT HEREBY CONVEYED TO THE FCWSA (348 SQ.FT.)" and "VARIABLE WIDTH UTILITY EASEMENT HEREBY CONVEYED TO THE FCWSA (36,316 SQ.FT.)". The Utility Easements are subject to the following terms and conditions. The Utility Easements are subject to the following terms and conditions:
 - a) All streets, service drives, trails and driveways and all other appurtenant facilities installed by the COUNTY in the Utility Easements, with the prior written approval of the AUTHORITY, shall be and remain the property of the COUNTY, their successors and assigns, who at their sole expense shall maintain the property and such facilities.
 - b) The AUTHORITY and its agents shall have full and free use of the Utility Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easements, including the right of access to and from the Utility Easements and the right to use adjoining land of the COUNTY to the extent necessary to facilitate installation, construction, replacement, alteration, maintenance, inspection, operation and any necessary repairs; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, replacement, alteration, maintenance, inspection, operation or repair, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the AUTHORITY to erect any building or structure of a permanent nature on such adjoining land.
 - c) The AUTHORITY shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the Utility Easements, deemed by the AUTHORITY to interfere with the proper and efficient construction, operation and maintenance of the water and sewage lines and appurtenant facilities, provided, however, that the AUTHORITY at its own expense shall restore the premises as nearly as possible to their original condition, such restoration to include the backfilling of trenches, the replacement of fences, and

the reseeded or resodded of lawns or pasture areas, but not the replacement of trees, shrubbery, or other obstructions.

- d) The COUNTY reserve(s) the right to make any use of the Utility Easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the Easements by the AUTHORITY for the purposes named, provided, however, that the COUNTY shall not erect any building or other structure, including a fence, on the Utility Easements, without obtaining the prior written approval of the AUTHORITY.
 - e) The AUTHORITY shall not be liable for any damages to shrubbery or other obstructions within the Easements, for all trees outside the Easements trimmed or felled during the initial construction stage of the AUTHORITY's facilities, or any damages to the residue of the Property during the construction period.
 - f) The AUTHORITY shall have the right to install, construct, operate, maintain, inspect, add to or alter, repair and replace electric and telephone lines and any appurtenant facilities for the transmission or distribution of electric power and communication service within the Utility Easements which serve only the AUTHORITY's facilities. The AUTHORITY may assign these rights in whole or in part to one or more Virginia public service corporations.
3. **Ingress-Egress Easement.** The COUNTY hereby grants and conveys unto the AUTHORITY, its successors and assigns, with general warranty and title, the Utility Easements, both being across, over and Ingress-Egress Easement. The COUNTY does hereby grant and convey unto the AUTHORITY, its successors and assigns, an ingress-egress easement for the purpose of ingress and egress by the AUTHORITY for the maintenance of the Well Lot and shown more particularly on the Plat as (i) "30' INGRESS/EGRESS EASEMENT HEREBY CONVEYED TO FCWSA (12,478 SQ.FT.)" The Ingress-Egress Easement is subject to the following terms and conditions:
- a) All facilities installed in the Ingress-Egress Easement shall be and remain the property of the COUNTY.
 - b) The AUTHORITY and its agents shall have full and free use of the Ingress-Egress Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Ingress-Egress Easement including the right, but not the obligation to perform, if COUNTY fails to do so, such repairs and maintenance as the AUTHORITY may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the AUTHORITY by the COUNTY, its successors and assigns, upon demand.
4. **Subordination of Existing Easements.** Any easement granted by this Plat which overlaps, or whose boundaries coincide with, an easement granted to the AUTHORITY, shall be subordinate to the AUTHORITY's easements and any exercise of rights by the subordinate easement holder shall be subject to the written approval of the AUTHORITY.

MISCELLANEOUS PROVISIONS

5. **Compliance with Applicable Statutes; Free Consent and Desire.** This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Fauquier County, as shown by the signatures affixed to this Deed; and is with the free consent and in accordance with the desire of the owners, proprietors, and trustees, if any.

6. **Counterparts.** This Deed may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE
DEED OF DEDICATION AND EASEMENT

FAUQUIER COUNTY WATER AND
SANITATION AUTHORITY, a public body
politic and corporate

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

The foregoing instrument was acknowledged before me in the above jurisdiction this
_____ day of _____, 2016, by _____,
as _____ of THE FAUQUIER COUNTY WATER AND
SANITATION AUTHORITY, a public body corporate and politic, on behalf of the Authority.

Notary Public

My Commission Expires: _____

[SIGNATURES CONTINUE]

Accepted on behalf of the Board of Supervisors of Fauquier County, Virginia, by the authority granted by said Board.

APPROVED AS TO FORM:

Assistant County Attorney

_____(SEAL)
Title: _____
Land Development Services

COMMONWEALTH OF VIRGINIA
COUNTY OF FAUQUIER

The foregoing instrument was acknowledged before me in the above jurisdiction this _____ day of _____, 2016, by _____, as _____ of Land Development Services, on behalf of THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA.

Notary Public

My Commission Expires: _____