

APPENDIX “C” STANDARD FORMS OF LEGAL AGREEMENT

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**THE CITY OF MANASSAS,
VIRGINIA**

**STANDARD FORMS OF LEGAL AGREEMENT
(GUIDE FORMS)**

The attached guide forms for standard legal agreements have been prepared to assist the legal community in preparing agreements with the City of Manassas. These forms may be modified to address site-specific conditions. All modifications must be in a form acceptable to the City Attorney.

CERTIFICATE OF AUTHENTICITY

The attached instrument is a true and correct copy of the instrument which will be duly executed and recorded among the land records of Prince William County, Virginia, along with the approved plat for _____.

_____, Applicant
By: _____ Date: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction, _____, whose name is signed to the affixed Certificate of Authenticity dated the ____ day of _____, 20 ____.

Notary Public

My Commission expires: _____

DEED OF DEDICATION, SUBDIVISION AND EASEMENT

THIS DEED OF DEDICATION, SUBDIVISION, AND EASEMENT is made this _____ day of _____, 20_____, by and between _____, a _____ partnership/corporation (hereinafter referred to as "Owner"); _____ and _____, Trustee(s), either of whom may act (hereinafter referred to as "Trustee(s)"); _____, (hereinafter referred to as "Beneficiary"); and the CITY OF MANASSAS, VIRGINIA, a municipal corporation (hereinafter referred to as "City").

WHEREAS, the Owner is the owner and proprietor of certain real property ("Property") as shown on plat number _____, dated _____, entitled "_____" and prepared by _____ of _____, Virginia, certified land surveyors ("Plat"), which Plat is attached hereto and made a part hereof; and

WHEREAS, the Property is situated in the City of Manassas, Prince William County, Virginia; Owner having acquired the Property by deed recorded in Deed Book _____, at Page _____, among the land records of Prince William County, Virginia; and

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots and parcels, and to dedicate, grant, and convey to the City, its successors and assigns for public use, the streets and thoroughfares in accordance with this Deed of Dedication, Subdivision, and Easement and the Plat; and

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

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated _____, 20_____, and recorded in Deed Book _____, at Page _____, of the aforesaid land records ("Deed of Trust"), wherein the Property was conveyed unto the Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together

with the consent of the Trustees, does hereby subdivide the Property containing _____ acres, more or less, into lots and parcels, to be known as Lots _____ through _____, inclusive, and Parcels _____, Section _____, Block _____, _____ (Subdivision Name), in accordance with the Plat which is expressly incorporated herein and made a part of this Deed of Dedication, Subdivision, and Easement; and

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant, dedicate, and convey to the City, in fee simple, the _____ acres/square feet for public street purposes as shown on the Plat. This dedication is made in accordance with the statutes made and provided therefore.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the City, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat and incorporated herein by reference as follows:

SELECT FROM THE EASEMENT LANGUAGE PACKAGES THOSE EASEMENTS WHICH ARE SPECIFICALLY SHOWN ON THE SUBJECT PLAT. LANGUAGE HAS BEEN PREPARED FOR THOSE EASEMENTS LISTED BELOW. THE ENTIRE EASEMENT LANGUAGE PACKAGE FOR THE SPECIFIC EASEMENTS SELECTED MUST BE REPRODUCED HERE.

PREPARED EASEMENT LANGUAGE PACKAGES:

1. GENERAL UTILITY EASEMENT
2. ELECTRIC AND/OR CABLE EASEMENT
3. STORM SEWER EASEMENT
4. TRAIL EASEMENT
5. SLOPE MAINTENANCE EASEMENT
6. TEMPORARY TURNAROUND EASEMENT
7. TEMPORARY CONSTRUCTION EASEMENT

8. GRADING AND TEMPORARY CONSTRUCTION EASEMENT
9. PUBLIC INGRESS-EGRESS EASEMENT
10. PRIVATE INGRESS-EGRESS EASEMENT
11. LANDSCAPE EASEMENT
12. SIGHT DISTANCE EASEMENT

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 Trustee(s), as authorized to act by Beneficiary, as shown by its execution hereto, (as authorized to act without the joinder of their secured party) do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated herein for public use.

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

It is expressly understood that the release of the portion of the Property from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby, and the said Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

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 Trustee(s), as authorized to act by Beneficiary, as shown by its execution hereto, (as authorized to act without the joinder of their secured party) do freely agree that the lien of said Deed of Trust be and the same is hereby subordinated to the easements created herein.

This Deed of Dedication, Subdivision, and Easement is made in accordance with the statutes made and provided in such cases including Section 15.1-465 et seq. and including Section 15.2-2264 et seq. of the Code of Virginia 2050 as amended; with the approval of the proper authorities of the City of Manassas, Virginia, 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 embraced within the bounds of said subdivision, and the Trustee(s), as aforesaid.

IN WITNESS WHEREOF, Owner has [caused] [executed] this Deed of Dedication, Subdivision, and Easement [to be signed by its duly authorized representative].

FURTHER WITNESS the following signatures and seals.

(OWNER)

By: _____

Title: _____

_____(SEAL) _____(SEAL)

_____, TRUSTEE _____, TRUSTEE

(BENEFICIARY)

By: _____

Title: _____

THIS INSTRUMENT IS HEREBY APPROVED
ON BEHALF OF THE CITY OF MANASSAS,
VIRGINIA

THE CITY OF MANASSAS

By: _____
Community Development Director/Designee

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 of Dedication, Subdivision and Easement, appeared before me and
personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My Commission expires: _____.

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 of Dedication, Subdivision and Easement, appeared before me and
personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My Commission expires: _____.

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 of Dedication, Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. GIVEN under my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____.

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 of Dedication, Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____.

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as Mayor of the City of Manassas, Virginia.

Notary Public

My Commission expires: _____.

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this _____ day of _____, 20____, by and between ("Grantor"), and THE CITY OF MANASSAS, VIRGINIA, a body corporate and politic ("the City").

WITNESSETH

WHEREAS, Grantor is the owner of the real property (the "Property") shown on the hereinafter-described plat attached hereto and made a party hereof; and

WHEREAS, it is the desire of Grantor to grant certain easements to the City over the Property, all as more particularly described and shown on the attached plat entitled" _____(the "Plat"), dated _____;"

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the City, its successors and assigns, easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future utility lines, including but not limited to cablevision, water, storm and sanitary sewer lines, underground or overhead structures and other appurtenant facilities for utility distribution, collection and transmission through and across the Property, all of said easements being more particularly bounded and described on the Plat.

Said easements are SUBJECT to the following conditions:

1. The permanent easements herein conveyed shall be appurtenant to Grantor's land over which they run, and grant to the City the perpetual right to install and maintain such lines and utilities, including the right to go on, over and upon the said permanent easements for the purpose of installing, maintaining, repairing and replacing the same as needed. In addition to the foregoing grant, Grantor grants unto the City, during the initial period of construction of said lines, and during any subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said easements for the purpose of placing thereon dirt, rock and other material excavated from the said easements, and for the purpose of bringing upon the said easements such machinery, pipe and equipment as may be

necessary therefore, but in a manner as shall occasion the least practicable damage and inconvenience to Grantor.

2. Grantor shall retain the right to use the land subject to the easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the City. Grantor shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the said lines therein, except that the ground surface elevation shall not be changed and no building, fence or other structure shall be erected over the said permanent easements unless by mutual consent in writing of the parties hereto or their successors. Grantor shall have the right to use, occupy and improve the land occupied by said permanent easements for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

3. For the purpose of inspecting, maintaining, constructing or operating its utility lines therein, the City shall have the right of ingress and egress to and from its easements over such private roads as may now or hereafter exist on the property of Grantor. Any damages to such private roads resulting from such use shall be repaired by the City at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the easements, the City shall have such right of ingress and egress over the property of Grantor lying between public or private roads and the easements, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to Grantor. The City shall be liable for all damages resulting from its exercise of the right of ingress and egress.

4. Whenever the enjoyment of its rights hereunder requires the City to disturb the surface of the ground, the City will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both Grantor and the City at no expense to Grantor.

5. The consideration hereinabove mentioned is paid by the City and accepted by Grantor as full and total payment for all damages to shrubbery or other obstructions with the easements, for all trees outside the easements trimmed or felled during the initial construction of the City's facilities, for all other rights and privileges hereinabove set

forth, and for any damages to the residue of Grantor's lands.

6. Grantor covenants that it is seized of and has the right to convey the said easements and to grant rights and privileges appurtenant thereto; that the City shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements; and that Grantor shall execute such further assurances thereof as may be required.

WITNESS the following signature and seal:

(Seal)

By: _____

Title: _____

STATE OF

COUNTY/CITY OF _____, to wit:

I, the undersigned, a Notary Public in and for the County/City and State aforesaid, do hereby certify that _____, whose name as _____ of _____, is signed to the foregoing Deed of Easement, has personally acknowledge the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

FORM ACCEPTABLE TO CITY ATTORNEY

BY: _____

DATE: _____

DEED OF DEDICATION

THIS DEED OF DEDICATION is made this ____ day of _____, 20____, by and between _____, a _____ partnership/corporation (hereinafter referred to as "Owner"); _____ and _____, Trustee(s), either of whom may act (hereinafter referred to as "Trustee(s)"); _____, (hereinafter referred to as "Beneficiary"); and the CITY OF MANASSAS, VIRGINIA, a municipal corporation (hereinafter referred to as "City").

W I T N E S S E T H

WHEREAS, the Owner is the owner and proprietor of certain real property ("Property") as shown on plat number _____, dated _____, entitled "_____" and prepared by _____ of _____, Virginia, certified land surveyors ("Plat"), which Plat is attached hereto and made a part hereof; and

WHEREAS, the Property is situate in the City of Manassas, Prince William County, Virginia; Owner having acquired the Property by deed recorded in Deed Book _____, at Page _____, among the land records of Prince William County, Virginia; and

WHEREAS, it is the desire and intent of Owner to dedicate, grant, and convey to the City for public use, the streets and thoroughfares in accordance with this Deed of Dedication and the Plat; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated _____, 20____, and recorded in Deed Book _____ at Page _____ of the aforesaid land records ("Deed of Trust"), wherein the Property was conveyed unto the Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together with the consent of the Trustees does hereby grant, dedicate, and convey to the City, in fee simple, the _____ [acres] [square feet] for public street purposes as shown on the Plat. The dedication is made in accordance with the

statutes made and provided therefore.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Trustees, as authorized to act by Beneficiary, as shown by its execution hereto (as authorized to act without the joinder of their secured party), do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public use.

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

It is expressly understood that the release of the portion of the Property from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon other land conveyed thereby and not released hereby, and the said Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

This Deed of Dedication is made in accordance with the statutes made and provided in such cases including, but not limited to Section 15.2-2240 et seq. and Section 15.2-2264 et seq. of the Code of Virginia 2050, as amended; with the approval of the proper authorities of the City of Manassas, Virginia, 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 Trustees, as aforesaid.

IN WITNESS WHEREOF, Owner has [caused] [executed] this Deed of Dedication [to be signed by its duly authorized representative].

FURTHER WITNESS the following signatures and seals.

(Owner)

By: _____

Title: _____

_____ (SEAL)

_____ TRUSTEE

_____ (SEAL)

_____ TRUSTEE

(BENEFICIARY)

By: _____

Title: _____

THIS INSTRUMENT IS HEREBY APPROVED
ON BEHALF OF THE CITY OF MANASSAS,
VIRGINIA

THE CITY OF MANASSAS

BY: _____

Community Development Director/Designee

SECURE PROPER NOTARIZATION OF ALL SIGNATURES

DEED OF RELEASE AND SUBORDINATION

THIS DEED OF RELEASE AND SUBORDINATION is executed this _____ day of _____, 20 _____, by and between _____, a _____ partnership/corporation (hereinafter referred to as "Owner"); _____ (hereinafter referred to as "Lender") and _____ and _____, Trustees, either of whom may act (hereinafter referred to as "Trustees"); and the CITY OF MANASSAS, VIRGINIA, a municipal corporation (hereinafter referred to as "City"), and provides as follows:

W I T N E S S E T H

WHEREAS, _____, a Virginia general/limited partnership/corporation (hereinafter referred to as "Owner"), is the owner of certain real property ("Property") located in the City of Manassas, Prince William County, Virginia, having acquired the Property by instrument recorded among the land records of Prince William County, Virginia, in Deed Book _____ at Page _____; and

WHEREAS, Lender is the beneficiary of a certain Deed of Trust dated _____, 20 _____, and recorded among the land records of Prince William County, Virginia, in Deed Book _____ at Page _____, in which the Property was conveyed unto the Trustees to secure an indebtedness from Owner to Lender; and

WHEREAS, by Deed of Dedication, Subdivision, and Easement (hereinafter referred to as the "Dedication, Subdivision and Easement"), dated _____, 20 _____, the Owner did dedicate, grant and convey certain areas and easements to the City of Manassas, Virginia, and subdivide the Owner's property, all as more particularly described therein; and

WHEREAS, the Owner has requested the parties hereto, as hereinafter provided, to release and subordinate their lien to the Dedication, Subdivision and Easement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the Trustees, as evidenced by the lender uniting in this Deed, do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public use in the Dedication, Subdivision and

Easement executed by the Owner and recorded in the land records of Prince William County, Virginia in Deed Book _____ at Page _____.

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

It is expressly understood that the release of the portion of the Property from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby, and that the said Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

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 Trustees, as authorized to act by Beneficiary, as shown by its execution hereto, (as authorized to act without the joinder of their secured party) do freely agree that the lien of said Deed of Trust be and the same is hereby subordinated to the easements created herein.

FURTHER WITNESS the following signatures and seals.

(Owner)

By: _____

Title: _____

_____, (SEAL)

_____, TRUSTEE

(SEAL)

_____, TRUSTEE

(BENEFICIARY)

By: _____

Title: _____

THIS INSTRUMENT IS HEREBY APPROVED
ON BEHALF OF THE CITY OF MANASSAS,
VIRGINIA

THE CITY OF MANASSAS

BY: _____

Community Development Director/Designee

SECURE PROPER NOTARIZATION OF ALL SIGNATURES

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the Principal, and _____

hereinafter called the Surety, are held and firmly bound unto the Council of the City of Manassas, Virginia, hereinafter called the Obligee, in full and just sum of _____

dollars (\$ _____), lawful money of the United States to which payment will and truly to be made, the Principal and Surety bind themselves and their heirs, personal representatives, assigns, and other successors in interest, jointly and severally, firmly by these presents:

WHEREAS, Principal has executed the foregoing agreement, dated for (project name) attached hereto and made a part hereof, and

WHEREAS, both Principal and Surety desire to guarantee to the Obligee, performance of all of the provisions of the foregoing agreement.

NOW, THEREFORE, the condition of this obligation and bond is such that if the Principal and/or Surety shall perform all of the provisions of the foregoing agreement which is incorporated herein by this reference, then the obligation of this bond is to be void and of no effect; otherwise, it is to remain in full force and effect.

Provided that in no event shall the liability of the Surety hereunder exceed the penal sum of this bond, and

Further provided that the Surety, by execution hereof, expressly waives any right he, they or it may have to review and approve any revisions to or extensions of time for the plans, profiles and specifications referred to in the agreement.

In witness of all which the Principal and Surety have hereunto set their hands and seals this _____ day of, _____ 20____.

SURETIES

PRINCIPAL

(PERFORMANCE LETTER OF CREDIT)

WORDS IN PARENTHESES ARE INSTRUCTIONS. ANY VARIATIONS MUST BE APPROVED BY
COUNSEL FOR THE CITY OF MANASSAS, VIRGINIA.

(ISSUING AGENCY LETTERHEAD)

The City of Manassas, Virginia
A Municipal Corporation of the Commonwealth of Virginia
9027 Center Street
Post Office Box 560
Manassas, Virginia 20110

(Date)

RE: Irrevocable Letter of Credit No. _____

Gentlemen:

We hereby authorize you to draw on us for the account of (Developer's Name and Address) up to an aggregate amount of U. S. Dollars (Amount) available by your drafts at sight accompanied by certification of The City of Manassas, Virginia, (City), that the developer failed to complete installation in accordance with a plan known as (Plan Name and Number) or otherwise failed to perform in accordance with an agreement dated between (Developer's Name) and the City. This letter of credit is irrevocable and unconditional.

We hereby further agree that:

- (a) drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before (a date at least six months after agreement expiration date);
- (b) funds available under this Letter of Credit shall be paid by us in such amounts and at such times as determined by The City of Manassas, Virginia, (City), in its sole discretion, provided that the amount drawn shall not exceed the aggregate amount specified herein;
- (c) we shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of the underlying contract between our customer and the beneficiary of this credit;
- (d) we hereby agree that no change, extension of time, alteration or addition to the work to be performed or to the plans and specifications relating to the same, shall in any way affect our obligations under this Letter of Credit, and we hereby waive notice of any such change, extension of time, alteration, or addition on the understanding that no such change, extension of time, alteration, or addition shall increase the amount of our obligation under this Letter of Credit;
- (e) it is a condition of this Letter of Credit that it will be automatically extended for successive six month periods of time unless thirty days prior to an expiration date we notify you, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period;

- (f) upon receipt by you of such notice of non-renewal or in the event of a default, you may draw hereunder by means of your drafts on us, at sight accompanied by your written certification that you have not released liability under the aforesaid Agreement or undertaking and the proceeds of your draft will be used by you to meet eventual payments under your Agreement or until your undertaking is satisfied. You will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under the underlying Agreement or undertakings. A default shall be deemed to have occurred on the part of the Developer whenever, in the sole judgment of The City of Manassas, Virginia (City), the Developer is not diligently and satisfactorily completing the improvements for which the Letter of Credit has been give as security or at the date the underlying Agreement, or any extensions thereof, expires;
- (g) approval of this Letter of Credit by the City shall be deemed acceptance without further notice to the bank and/or the Developer;
- (h) any legal action against us on this Letter of Credit may be brought in the State court of general jurisdiction in Prince William County, Virginia; it is further agreed that service of process and jurisdiction of the Virginia court shall be accepted by us by certified mailing of any suit papers.

(Bank Name)

By: _____

(SEAL)

(Print or type name and title)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, a Notary Public in and for the State and County aforesaid, do hereby certify that whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, 20____ .

Notary Seal

My Commission Expires: _____

(CITY OF MANASSAS LETTERHEAD)

BOND AGREEMENT

Performance Bond

THIS AGREEMENT, dated _____, 20____, by and between _____ party/parties of the first part; and the City of Manassas, Virginia, a body corporate, party of the second part;

In consideration of the approval by the party of the second part of the plat, plans, and profiles of the subdivision and/or site plan known as _____

_____ and the party of the second part not requiring the following work to be completed prior to the approval and recordation of said plat, the party, parties of the first part, his or its heirs, successors and assigns agree to c o m p l e t e the following work within _____ months from the date hereof:

1. To construct all physical improvements in accordance with said plat, plans and profiles, and applicable provisions of the Subdivision Ordinance and the Zoning Ordinance, including but not limited to, the placement of survey monuments, the construction of an adequate storm drainage system both on the subdivided property and on adjacent properties as needed and in accordance with current standards of the City of Manassas and approved by the Virginia Department of Transportation and the installation of water distribution and sewage collection and/or treatment facilities pursuant to requirements on file in the office of the City Manager so as to provide approved service to each building site.
2. To obtain from the City of Manassas a construction permit prior to beginning any street and utility work in connection with said subdivision or site plan.
3. To provide adequate supervision during the installation of all required improvements by means of a responsible superintendent or foreman together with one set of approved plans and profiles on the project site at all times when work is being performed.
4. To comply with all requirements of the City of Manassas in order that the streets will be accepted by the City for operation and maintenance. The party of the first part agrees to make prompt application to the City for acceptance of such improvements.

5. To maintain dust control on the project site at all times.
6. To provide for the adequate control of erosion and sedimentation by temporary and permanent control practices and measures which will be implemented during all phases of clearing, grading and construction.
7. To provide and maintain all-weather access to those premises which are occupied by owners or occupants other than the party of the first part or its agents, until such premises are accessible via public streets that have been accepted for maintenance by the City.
8. To:

It is agreed and understood that final approval of completed work can only be given by the City Manager or his authorized agent.

Upon completion and final approval of all required improvements, the subdivider or owner shall apply for release of his performance bond. However, the performance bond will not be released until at least sixty (60) days after final inspection and acceptance of all required improvements.

In witness whereof, the parties have hereunto inscribed their names this ____ day of _____ 20____.

Witness

City of Manassas

Applicant

In testimony whereof, the party of the first part has hereunto caused its corporate names and seals to be hereunto affixed, for and in its behalf, by its President, duly attested by _____, its Secretary, and caused this agreement to be acknowledged and delivered for and in its behalf, by its said President and Secretary.

Corporation

(SEAL)

By: _____
President

Attest:

Secretary

STATE OF VIRGINIA to wit:
COUNTY/CITY OF _____

I, _____, a Notary Public in and for the State and County/City aforesaid, and whose commission as such will expire on the _____ of _____, 20____, do hereby certify that this day personally appeared before me in my said state and county/city, _____, President and _____, Secretary, respectively, of _____, a body corporate, and for and in their behalf as and _____, respectively, thereof and each then and there further acknowledged that the corporate seal affixed thereto is the true and genuine corporate seal of the said _____, a body corporate, and the said hereunto annexed agreement was signed, acknowledged, and the corporate seal thereunto affixed pursuant to resolution of the _____, a body corporate, and the said resolution was duly and regularly adopted.

Given under my hand and notarial seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

In testimony whereof, the party of the second part has hereunto caused its body corporate names to be hereunto affixed, for and in its behalf, by _____, the Director of Public Works/Designee, and caused this agreement to be acknowledged and delivered for and in its behalf by the Director of Public Works/Designee.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

(SEAL)

CITY OF MANASSAS, VIRGINIA
a body corporate

By: _____
Director of Public Works/Designee

COMMONWEALTH OF VIRGINIA:
CITY/COUNTY OF _____: to wit

I, _____, a Notary Public in and for the State and City/County aforesaid, do hereby certify that this day personally appeared before me _____, on behalf of THE CITY OF MANASSAS, whose name is signed to the foregoing Agreement, and acknowledged the same before me in my State and City/County aforesaid.

GIVEN under my hand and official seal this __ day of _____,
_____.

NOTARY PUBLIC

My Commission Expires: _____

FORM ACCEPTABLE TO CITY ATTORNEY

BY: _____

DATE: _____

(SOIL EROSION CONTROL LETTER OF CREDIT)

*WORDS IN PARENTHESES ARE INSTRUCTIONS. ANY VARIATIONS MUST BE APPROVED BY
COUNSEL FOR THE CITY OF MANASSAS, VIRGINIA.*

(ISSUING AGENCY LETTERHEAD)

The City of Manassas, Virginia
A Municipal Corporation of the Commonwealth of Virginia
9027 Center Street
Post Office Box 560
Manassas, Virginia 20108

(Date)

RE: Irrevocable Letter of Credit No. _____

Gentlemen:

We hereby authorize you to draw on us for the account of (Developers Name and Address) up to an aggregate amount of U. S. Dollars (Amount) available by your drafts at sight accompanied by certification of The City of Manassas, Virginia, (City), that the developer failed to complete installation in accordance with a plan known as (Plan Name and Number) or otherwise failed to perform in accordance with an agreement dated _____ between (Developer's Name) and the City. This letter of credit is irrevocable and unconditional.

We hereby further agree that:

- (a) drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before (a date at least six months after agreement expiration date);
- (b) funds available under this Letter of Credit shall be paid by us in such amounts and at such times as determined by The City of Manassas, Virginia, (City), in its sole discretion, provided that the amount drawn shall not exceed the aggregate amount specified herein;
- (c) we shall have no right, duty, obligation or responsibility to evaluate the performance or non-performance of the underlying contract between our customer and the beneficiary of this credit;
- (d) we hereby agree that no change, extension of time, alteration or addition to the work to be performed or to the plans and specifications relating to the same, shall in any way affect our obligations under this Letter of Credit, and we hereby waive notice of any such change, extension of time, alteration, or addition on the understanding that no such change, extension of time, alteration, or addition shall increase the amount of our obligation under this Letter of Credit;
- (e) it is a condition of this Letter of Credit that it will be automatically extended for successive six month periods of time unless thirty days prior to an expiration date we notify you, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period;
- (f) upon receipt by you of such notice of non-renewal or in the event of a default, you may draw hereunder by means of your drafts on us, at sight accompanied by your written certification

that you have not released liability under the aforesaid Agreement or undertaking and the proceeds of your draft will be used by you to meet eventual payments under your Agreement or until your undertaking is satisfied. You will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under the underlying Agreement or undertakings. A default shall be deemed to have occurred on the part of the Developer whenever, in the sole judgment of The City of Manassas, Virginia (City), the Developer is not diligently and satisfactorily completing the improvements for which the Letter of Credit has been give as security or at the date the underlying Agreement, or any extensions thereof, expires;

- (g) approval of this Letter of Credit by the City shall be deemed acceptance without further notice to the bank and/or the Developer;
- (h) a right-of-entry is granted to representatives of the City of Manassas, for the purposes of inspection, reinstallation, maintenance, or any conservation practices as may be necessary;
- (i) any legal action against us on this Letter of Credit may be brought in the State court of general jurisdiction in Prince William County, Virginia; it is further agreed that service of process and jurisdiction of the Virginia court shall be accepted by certified mailing of any suit papers.

_____ (Bank Name)

By: _____

(SEAL)

_____ (Print or type name and title)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

(CITY OF MANASSAS LETTERHEAD)

BOND AGREEMENT

Erosion Control

THIS AGREEMENT, dated _____, 20____, by and between _____ party/parties of the first part; and the City of Manassas, Virginia, a body corporate, party of the second part;

In consideration of the approval by the party of the second part of the plat, plans, and profiles of the subdivision and/or site plan known as _____

_____ and the party of the second part not requiring the following work to be completed prior to the approval and recordation of said plat, the party, parties of the first part, his or its heirs, successors and assigns agree to complete the following work within _____ months from the date hereof:

1. To construct all physical improvements in accordance with said plat, plans and profiles, and applicable provisions of the Subdivision Ordinance and the Zoning Ordinance, including but not limited to, the placement of survey monuments, the construction of an adequate storm drainage system both on the subdivided property and on adjacent properties as needed and in accordance with current standards of the City of Manassas and approved by the Virginia Department of Transportation and the installation of water distribution and sewage collection and/or treatment facilities pursuant to requirements on file in the office of the City Manager so as to provide approved service to each building site.
2. To obtain from the City of Manassas a construction permit prior to beginning any street and utility work in connection with said subdivision or site plan.
3. To provide adequate supervision during the installation of all required improvements by means of a responsible superintendent or foreman together with one set of approved plans and profiles on the project site at all times when work is being performed.
4. To comply with all requirements of the City of Manassas in order that the streets will be accepted by the City for operation and maintenance. The party of the first part agrees to make prompt application to the City for acceptance of such improvements.

5. To maintain dust control on the project site at all times.
6. To provide for the adequate control of erosion and sedimentation by temporary and permanent control practices and measures which will be implemented during all phases of clearing, grading and construction.
7. To provide and maintain all-weather access to those premises which are occupied by owners or occupants other than the party of the first part or its agents, until such premises are accessible via public streets that have been accepted for maintenance by the City.
8. To:

It is agreed and understood that final approval of completed work can only be given by the City Manager or his authorized agent.

Upon completion and final approval of all required improvements, the subdivider or owner shall apply for release of his performance bond. However, the performance bond will not be released until at least sixty (60) days after final inspection and acceptance of all required improvements.

In witness whereof, the parties have hereunto inscribed their names this ____ day of _____ 20____.

Witness

City of Manassas

Applicant

In testimony whereof, the party of the first part has hereunto caused its corporate names and seals to be hereunto affixed, for and in its behalf, by its President, duly attested by _____, its Secretary, and caused this agreement to be acknowledged and delivered for and in its behalf, by its said President and Secretary.

Corporation

(SEAL)

By: _____
President

Attest:

Secretary

STATE OF VIRGINIA to wit:
COUNTY/CITY OF _____

I, _____, a Notary Public in and for the State and County/City aforesaid, and whose commission as such will expire on the ____ of _____, 20____, do hereby certify that this day personally appeared before me in my said state and county/city, _____, President and _____, Secretary, respectively, of _____, a body corporate, and for and in their behalf as and _____, respectively, thereof and each then and there further acknowledged that the corporate seal affixed thereto is the true and genuine corporate seal of the said _____, a body corporate, and the said hereunto annexed agreement was signed, acknowledged, and the corporate seal thereunto affixed pursuant to resolution of the _____, a body corporate, and the said resolution was duly and regularly adopted.

Given under my hand and notarial seal this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

In testimony whereof, the party of the second part has hereunto caused its body corporate names to be hereunto affixed, for and in its behalf, by _____, the Director of Public Works/Designee, and caused this agreement to be acknowledged and delivered for and in its behalf by the Director of Public Works/Designee.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

(SEAL)

CITY OF MANASSAS, VIRGINIA
a body corporate

By: _____
Director of Public Works/Designee

COMMONWEALTH OF VIRGINIA:
CITY/COUNTY OF _____: to wit

I, _____, a Notary Public in and for the State and City/County aforesaid, do hereby certify that this day personally appeared before me _____, on behalf of THE CITY OF MANASSAS, whose name is signed to the foregoing Agreement, and acknowledged the same before me in my State and City/County aforesaid.

GIVEN under my hand and official seal this __ day of _____,
_____.

NOTARY PUBLIC

My Commission Expires: _____

FORM ACCEPTABLE TO CITY ATTORNEY

BY: _____

DATE: _____

EASEMENT LANGUAGE PACKAGES

INSERT THE ENTIRE LANGUAGE PACKAGE, FOR THOSE EASEMENTS SPECIFICALLY SHOWN ON THE SUBJECT PLAT, INTO THE BODY OF THE DEED OF EASEMENT

- 1) GENERAL UTILITY EASEMENT
- 2) ELECTRIC AND/OR CABLE EASEMENT
- 3) STORM SEWER EASEMENT
- 4) TRAIL EASEMENT
- 5) GRADING AND TEMPORARY CONSTRUCTION EASEMENT
- 6) TEMPORARY TURNAROUND EASEMENT
- 7) TEMPORARY CONSTRUCTION EASEMENT
- 8) TEMPORARY GRADING EASEMENT
- 9) PUBLIC INGRESS-EGRESS EASEMENT
- 10) PRIVATE INGRESS-EGRESS EASEMENT
- 11) LANDSCAPE EASEMENT
- 12) SIGHT DISTANCE EASEMENT

1. GENERAL UTILITY EASEMENT

THIS EASEMENT AGREEMENT, entered into this _____ day of _____, 20____, by and between _____, hereinafter called Grantor, and the CITY OF MANASSAS, VIRGINIA, hereinafter called City. WITNESSETH:

WHEREAS, _____, Grantor, is the owner of the hereinafter described property situated in the City of Manassas, Virginia, which is more particularly identified on the City or Manassas Tax Maps as Parcel _____, and by Deed dated _____, and recorded in Deed Book _____ at page _____, in the Clerk's Office of the Circuit Court of Prince William County, Virginia; and

WHEREAS, Grantor desires to dedicate and convey unto City a perpetual easement for construction, operation and maintenance of water, sanitary sewer, storm sewer, electric and/or cable television lines over and across said property as said easement is more particularly shown on the plat dated _____, prepared by _____, and entitled _____ which plat is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby convey unto City an easement or rights-of-way as indicated, through and across said property, as said easement is shown on the attached plat. The permanent easement herein conveyed shall be appurtenant to Grantor's land over which it runs, and grants to City the perpetual right to install and maintain water, sanitary sewer. storm sewer, electric and/or cable television lines, including the right to go on, over and upon the said permanent easement for the purpose of installing, maintaining, repairing, and replacing the same as needed. In addition to the foregoing grant, Grantor grants unto City, during the initial period of construction of said lines, and during any Page 1 of 3 subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said easement for the purpose of placing thereof dirt, rock, and other material excavated from the said easement, and for the purpose of bringing upon the said easement such machinery, pipe

and equipment as may be necessary therefore, but in a manner as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor shall retain the right to use the land subject to the easement acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by City. Grantor shall at all times have the right to cross over and upon the said easement and to use the surface over the easement in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the water, sanitary sewer, storm sewer, electric and/or/ cable television lines, except that the ground surface elevation shall not be changed and no new building, fence or other structure not previously approved and/or noted on site plan shall be erected over said permanent easement unless by mutual consent in writing of the parties hereto or their successors. Grantor shall have the right to use, occupy and improve the land occupied by said permanent easement for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing, or operating its water, sanitary sewer, storm sewer, electric and/or cable television lines, City shall have the right of ingress and egress to and from its easement over such private roads as may now or hereafter exist on the property of Grantor. Any damages to such private roads resulting from such use shall be repaired by City at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the easement, City shall have such right of ingress and egress over the property of Grantor lying between public or private roads and the easement, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to grantor. City shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires City to disturb the surface of the ground, City will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both Grantor and City at no expense to Grantor.

Whenever the enjoyment of its rights hereunder requires City or its agents to

move heavy equipment onto the site or to disturb the surface of the ground, it shall be the obligation of City or its agents to attempt coordination of all work in advance with the Grantor.

The consideration hereinabove mentioned is paid by City and accepted by Grantor as full and total payment for all damages to shrubbery or other obstructions within the easement, for all trees outside the easement trimmed or felled during the initial construction of City's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of Grantor's lands.

Grantor covenants that it is seized of and has the right to convey the said easement and to grant rights and privileges appurtenant thereto; that City shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and that Grantor shall execute such further assurances thereof as may be required.

Witness the following signatures and seals:

Grantor:

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is _____ of _____.

NOTARY PUBLIC

My Commission Expires: _____

2. ELECTRIC AND/ OR CABLE EASEMENT

THIS EASEMENT AGREEMENT, entered into this _____ day of _____, 20 _____, by and between _____ hereinafter called Grantor, and the CITY OF MANASSAS, VIRGINIA, hereinafter called City. WITNESSETH:

WHEREAS, Grantor is the owner of the hereinafter described property situated in the City of Manassas, Virginia, which is more particularly identified on the City of Manassas Tax Maps as Parcel _____, and by Deed dated _____, and recorded in Deed Book ___ at page _____, in the Clerk’s Office of the Circuit Court of Prince William County, Virginia; and

WHEREAS, Grantor desires to dedicate and convey unto City a perpetual easement for construction, operation and maintenance of electric and/or cable lines over and across said property as said easement is more particularly shown on the plat dated _____, prepared by _____, and entitled _____ which plat is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby convey unto City an easement or rights-of-way as indicated, through and across said property, as said easement is shown on the attached plat. The permanent easement herein conveyed shall be appurtenant to Grantor’s land over which it runs, and Page 1 of 4 grants to City the perpetual right to install and maintain electric and/or cable lines, including the right to go on, over and upon the said permanent easement for the purpose of installing, maintaining, repairing, and replacing the same as needed. In addition to the foregoing grant, Grantor grants unto City, during the initial period of

construction of said lines, and during any subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said easement for the purpose of placing thereof dirt, rock, and other material excavated from the said easement, and for the purpose of bringing upon the said easement such machinery, pipe and equipment as may be necessary therefore, but in a manner as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor shall retain the right to use the land subject to the easement acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by City. Grantor shall at all times have the right to cross over and upon the said easement and to use the surface over the easement in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the electric and/or cable lines, except that the ground surface elevation shall not be changed and no new building, fence or other structure not previously approved and/or noted on site plan shall be erected over said permanent easement unless by mutual consent in writing of the parties hereto or their successors. Grantor shall have the right to use, occupy and improve the land occupied by said permanent easement for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with exception of trees. Page 2 of 4

For the purpose of inspecting, maintaining, constructing, or operating its electric and/or cable lines, City shall have the right of ingress and egress to and from its easement over such private roads as may now or hereafter exist on the property of Grantor. Any damages to such private roads resulting from such use shall be repaired by City at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon private roads at any time. If there are no public or private roads

reasonably convenient to the easement , City shall have such right of ingress and egress over the property of Grantor lying between public or private roads and the easement, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to grantor. City shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires City to disturb the surface of the ground, City will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both Grantor and City at no expense to Grantor.

Whenever the enjoyment of its rights hereunder requires City or its agents to move heavy equipment onto the site or to disturb the surface of the ground, it shall be the obligation of City or its agents to attempt coordination of all work in advance with the Grantor.

The consideration hereinabove mentioned is paid by City and accepted by Grantor as full and total payment for all damages to shrubbery or other obstructions within the Page 3 of 4 easement, for all trees outside the easement trimmed or felled during the initial construction of City's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of Grantor's lands.

Grantor covenants that it is seized of and has the right to convey the said easement and to grant rights and privileges appurtenant thereto; that City shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and that Grantor shall execute such further assurances thereof as may be required.

Witness the following signatures and seals:

Grantor:

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,

20 ____, by _____, who is/are _____

of _____.

NOTARY PUBLIC

My Commission Expires: _____

3. STORM SEWER EASEMENT

THIS EASEMENT AGREEMENT, entered into this ____ day of _____, 20 __, by and between _____ hereinafter called Grantor, and the CITY OF MANASSAS, VIRGINIA, hereinafter called City. WITNESSETH:

WHEREAS, Grantor is the owner of the hereinafter described property situated in the City of Manassas, Virginia, which is more particularly identified on the City of Manassas Tax Maps as Parcel _____, and by Deed dated _____, and recorded in Deed Book ____ at page_____, in the Clerk’s Office of the Circuit Court of Prince William County, Virginia; and

WHEREAS, Grantor desires to dedicate and convey unto City a perpetual easement for construction, operation and maintenance of storm sewer lines over and across said property as said easement is more particularly shown on the plat dated _____, prepared by _____, and entitled _____ which plat is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby convey unto City an easement or rights-of-way as indicated, through and across Page 1 of 4 said property, as said easement is shown on the attached plat. The permanent easement herein conveyed shall be appurtenant to Grantor’s land over which it runs. and grants to City the perpetual right to install and maintain storm sewer

lines, including the right to go on, over and upon the said permanent easement for the purpose of installing, maintaining, repairing, and replacing the same as needed. In addition to the foregoing grant, Grantor grants unto City, during the initial period of construction of said lines, and during any subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said easement for the purpose of placing thereof dirt, rock, and other material excavated from the said easement, and for the purpose of bringing upon the said easement such machinery, pipe and equipment as may be necessary therefore, but in a manner as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor shall retain the right to use the land subject to the easement acquired herein in any manner which shall not interfere with the use and enjoyment of said right by City. Grantor shall at all times have the right to cross over and upon the said easement and to use the surface over the easement in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the storm sewer lines, except that the ground surface elevation shall not be changed and no new building, fence or other structure not previously approved and/or noted on site plan shall be erected over said permanent easement unless by mutual consent in writing of Page 2 of 4 the parties hereto or their successors. Grantor shall have the right to use, occupy and improve the land occupied by said permanent easement for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing, or operating its storm sewer lines, City shall have the right of ingress and egress to and from its easement over such private roads as may now or hereafter exist on the property of Grantor. Any

damages to such private roads resulting from such use shall be repaired by City at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the easement, City shall have such right of ingress and egress over the property of Grantor lying between public or private roads and the easement, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to grantor. City shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires City to disturb the surface of the ground, City will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both Grantor and City at no expense to Grantor.

Whenever the enjoyment of its rights hereunder requires City or its agents to move heavy equipment onto the site or to disturb the surface of the ground, it shall be Page 3 of 4 the obligation of City or its agents to attempt coordination of all work in advance with the Grantor.

The consideration hereinabove mentioned is paid by City and accepted by Grantor as full and total payment for all damages to shrubbery or other obstructions within the easement, for all trees outside the easement trimmed or felled during the initial construction of City's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of Grantor's lands.

Grantor covenants that it is seized of and has the right to convey the said easement and to grant rights and privileges appurtenant thereto; that City shall have

quiet and peaceable possession, use and enjoyment of the aforesaid easement and that Grantor shall execute such further assurances thereof as may be required.

Witness the following signatures and seals:

Grantor:

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,
20 ____, by _____, who is/are _____
of _____.

NOTARY PUBLIC

My Commission Expires: _____

4. TRAIL EASEMENT

An easement for the purpose of constructing, using, and maintaining a trail over and across the Property as shown on the Plat; said easement to be used exclusively for public pedestrian and non-motorized vehicular use.

The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation and maintenance of said trail facilities; provided, however, that the City at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said trail facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easement, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easement.

Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, that the Owner shall comply with all applicable City ordinances and regulations prior to erecting any building, roadway, other structure, or fence on the easement.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

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 City all appurtenances and facilities located within the above-described easements.

5. SLOPE MAINTENANCE EASEMENT

Easements for the maintenance and preservation of the slope on the Property as determined appropriate by the City in the areas as shown on the Plat. Plantings and shrubbery shall be permitted in said easements, but only to the extent that they do not interfere with the maintenance of the slope, and no structures shall be constructed or permitted in the easements and no activity by the Owner shall be permitted which changes or alters the slope within the easements in any way. The slope shall be maintained by the City at any time it deems necessary. The City shall have the right of ingress and egress across the property of Owner to maintain said slope and shall have the right to remove any and all plantings deemed by it to interfere with the maintenance of the slope.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns, and shall inure to the benefit of the City, its successors and assigns.

6. TEMPORARY TURNAROUND EASEMENT

A temporary turnaround easement, as more particularly bounded and described on the plat, during the period of construction and during any subsequent period in which maintenance, repairs, or reconstruction thereof may be necessary, to become null and void upon completion of the extension of the street identified on the Plat as _____ and upon acceptance of said extension by the City.

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns, and shall inure to the benefit of the City, its successors and assigns.

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 City all appurtenances and facilities located within the above-described easement.

7. TEMPORARY CONSTRUCTION EASEMENT

Temporary easements for the purpose of installing, constructing, operating, maintaining, adding to, or altering present or future sanitary sewer/water/storm drainage lines, including building connection lines, plus necessary inlet structures, manholes, and appurtenances; said easements being more particularly bounded and described on the Plat. These temporary easements shall automatically become null and void upon completion of work and acceptance of the work by the City.

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

8. GRADING AND TEMPORARY CONSTRUCTION EASEMENT

A temporary grading easement for the purpose of the necessary grading through and across the property of Owner as more particularly bounded and described on the Plat. This temporary grading easement shall become null and void [at such time as construction and grading is complete] or [upon the recordation of a plat showing the dedication of a future extension of the street and acceptance of said street by the City].

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

9. PUBLIC INGRESS/EGRESS

An easement for ingress and egress over and across the Property (Subdivision _____, Section _____, Lots _____ through _____, inclusive, Section _____, Phase _____), for the purpose of providing and maintaining public safety, it being recognized that maintaining safety and order is a primary governmental concern, said easements being more particularly bounded and described on the Plat.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

10. PRIVATE INGRESS AND EGRESS EASEMENT

An easement for ingress and egress over and across the Property for the benefit of the Owners of Subdivision _____, Section _____, Lots _____ through _____, inclusive, Section _____, Phase _____, their heirs, successors, assigns, guests and invitees, as more particularly bounded and described on the Plat.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

11. LANDSCAPE EASEMENT

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, the Owner does hereby grant and convey unto the [City] [Association], the landscaping easements as hereinafter set forth in the respective locations shown on the plat, subject to the following conditions:

1. All structures and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the [City] [Association], its successors and assigns.
2. The [City] [Association] and its agents shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including 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 [City] [Association] to erect any building or structure of a permanent nature on such adjoining land.
3. The [City] [Association] shall have the right in its sole discretion to plant, remove, and/or trim trees, shrubbery, and flowers, and to add retaining walls or decorative walls and fences within the easements, which shall remain the property of the [City] [Association], its successors and assigns. This easement shall be perpetual and shall run with the land. This easement shall be binding upon the Owner, its successors and/or assigns, and shall inure to the benefit of the [City] [Association], its successors and assigns.

12. SIGHT DISTANCE EASEMENT

A sight distance easement for the purpose of providing and maintaining unobstructed sight for vehicular and pedestrian safety as shown on the Plat. No fences shrubbery, structures, or other facilities shall be placed within the bounds of said easements, unless sufficiently detailed plans for such fences, shrubbery, structures, or other facilities are first approved by the appropriate City authorities. The City shall have the right to trim, maintain, and/or remove any and all plantings deemed by it to be an obstruction within the easement; provided, however, that the City at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the removal of obstructions and maintenance of said sight distance easement. Such restoration shall include the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of fences, shrubbery, structures, trees, and other facilities located within the easement.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns, and shall inure to the benefit of the City, its successors and assigns.

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