**STORM DRAIN EASEMENT**

1. **NOW, THEREFORE,** for and in consideration of the sum of One Dollar ($1.00), receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee a storm drain easement as described on the Plat and designated thereon as **“STM ESMT. (HEREBY GRANTED)”** with an area of \_\_\_\_\_\_ square feet for the purpose of preserving a drainage way, and /or constructing, operating, maintaining, adding or altering present or future storm drainage facilities or channel improvements, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the Property of the Owner, said Property and Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:
	1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the Town, its successors and assigns.
	2. The Town and its agents or assigns shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction or maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
	3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper construction, operation, and maintenance or enjoyment of said drainage facilities, however, that the Town 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 replacement of structures, trees or other obstructions.
	4. No use or improvements shall be made in the easement(s) without the specific written authorization from the Town, and no use shall be made of the easement(s) which would interfere in any way with the natural drainage.

The dedication of the Dedicated Property is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

This Deed is contingent upon acceptance on behalf of the Vienna Town Council.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.