**HOLD HARMLESS AGREEMENT**

 **THIS HOLD HARMLESS AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*PROVIDE ENTITY TYPE AND STATE OF FORMATION, AS APPLICABLE*], as grantor (the "Owner"), 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*] and having a physical address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”).

R-2. By virtue of a deed recorded among the Land Records as [*INSERT INSTRUMENT NO. OR DEED BOOK AND PAGE*], the Authority is the owner and beneficiary of a certain easement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ purposes [*DESCRIBE EASEMENT PURPOSES, e.g. WATER, SEWER, ETC.*] encumbering the Property (the “Easement”).

R-3. Pursuant to Prince William County Plan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*INSERT NO. OF APPROPRIATE PLAN APPROVED BY PRINCE WILLIAM COUNTY FOR THE PROJECT*] (the “Plans”), Owner desires to construct a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*DESCRIBE OBJECT ENROACHING INTO PWCSA EASEMENT*](the “Obstruction”) within the Easement, as shown and described on the Plans.

R-4. As a condition of the Authority permitting construction of the Obstruction within the Easement, the Authority has requested, and Owner has agreed, that Owner will release, indemnify, defend, and hold harmless the Authority as provided herein.

**WITNESSETH:**

**RELEASE OF CLAIMS**

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, on behalf of itself and its successors and assigns, does hereby release the Authority from any and all debts, obligations, losses, costs, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, rights, obligations, liabilities, judgments, damages, expenses, claims, counterclaims, cross-claims, or demands, in law or equity, arising from or in any way relating to:

1. Owner’s installation, inspection, construction, operation, maintenance, repair, or replacement of the Obstruction; and
2. any damage to or destruction of the Obstruction resulting from any action, other than intentionally wrongful acts, by the Authority, its agents, employees, or contractors to install, inspect, construct, operate, maintain, repair, add to, alter or replace any utility facilities (the “Authority Property”) within the Easement.

**HOLD HARMLESS**

 THIS AGREEMENT FURTHER WITNESSETH, that for and in consideration of the premises, the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, on behalf of itself and its successors and assigns, does hereby agree to indemnify, defend, and hold harmless the Authority from and against all lawsuits, third-party claims, losses, damages, penalties, judgments, expenses, and liabilities of every kind whatsoever, including, without limitation, reasonably attorney’s fees and costs, whether sounding in tort, contract, statute, or otherwise, arising from or in any way relating to:

1. Owner’s installation, inspection, construction, operation, maintenance, repair, or replacement of the Obstruction; and
2. any damage to or destruction of the Obstruction resulting from any action, other than intentionally wrongful acts, by the Authority, its agents, employees, or contractors to install, inspect, construct, operate, maintain, repair, add to, alter or replace the Authority Property.

**MISCELLANEOUS**

1. The parties agree that the terms, conditions, representations, covenants, and warranties stated in this Agreement shall be construed as covenants running with the land and shall be binding upon and shall inure to the benefit of Owner, the Authority, and their respective agents, successors and assigns.
2. The parties agree that this Agreement describes the entire agreement and understanding between 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 Agre.
3. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Upon execution, this Agreement to be recorded among the Land Records.
6. The Recitals are hereby incorporated into this Agreement as if fully set forth herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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**WITNESS** the following signatures and seals:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 Agreement, 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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**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 Agreement, has this date appeared before me, and acknowledged the same.

Given under my hand this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_