

caused by use of the easement by Grantee pursuant to this provision shall be repaired by Grantee at its expense, and restored as nearly as possible to their original condition.

E. Grantor may use the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities.

F. Grantor is a common interest community as defined in Va. Code § 55-528, and by this Deed is ceding responsibility for the maintenance, repair and replacement of a stormwater management facility that will be located on property owned by the Grantor, defined as the Facilities herein, to the Grantee.

G. Grantee's acceptance of this easement as set forth on page 5 is acceptance for the purposes of establishing the immunity set forth in Va. Code § 62.1-44.15:41 in favor of the Grantee.

H. Grantor covenants that it has the right to convey the easement and that its signatory is authorized to execute this deed on Grantor's behalf. The easement and other rights granted herein are and shall be subject to any and all easements, covenants, restrictions, and conditions of record affecting the property.

I. If Grantor or Grantee fails to insist on the strict observance by the other party of any of the provisions of this Deed, neither party shall be precluded from subsequently enforcing this Deed or be held to have waived any such provision.

J. This Deed, including all exhibits hereto (which are hereby incorporated herein by reference for all purposes) contains the full and final agreement of every kind and nature