**Covenant of Perpetual Maintenance**

This Covenant of Perpetual Maintenance (“Covenant”) is made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (also called “Owner”).

 Names of Owner(s)

WITNESSETH

WHEREAS, Owner is the owner of certain real property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tax Map# and Street Address

in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subdivision located in Fairfax County, Virginia, having acquired

the property by virtue of deed recorded in Deed Book \_\_\_\_\_\_\_\_\_\_\_ Pages \_\_\_\_\_\_\_\_\_\_\_\_ among the land records of Fairfax County, Virginia (the “Property”); and

WHEREAS, Owner will be installing/planting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landscape”) within the right-of-way of public streets owned and/or maintained by the Virginia Department of Transportation (“VDOT”); as shown on the plan/sketch attached hereto “Exhibit”; and

WHEREAS, VDOT requires that the Owner, for itself and for its successors and assigns, agree to maintain in perpetuity the portion of the “Landscape” located within the state right-of-way.

Now, therefore the Owner, for itself and for its successors and assigns, does hereby covenant and agree to maintain in perpetuity, at its sole cost and expense, the “Landscape” located within the state right-of-way; and to restore if necessary the area affected by any such maintenance. VDOT shall not be held responsible for any damage to the Landscaping resulting from any cause including, but not limited to, ordinary right of way maintenance.

The Owner, for itself and for its successors and assigns shall indemnify and hold harmless VDOT or its successor for any and all damages, accidents, occurrences or claims which might arise or be asserted against VDOT from Owner’s performance of (or failure to perform) the required maintenance and from the construction, presence and existence of the Landscape.

 In the event VDOT or its successor, chooses to exercise its acknowledged right to demand or cause removal of the above “Landscape”; it must be removed at the Owner’s sole cost and expense.

The covenants and obligations of the Owner, and its successors and/or assigns, contained herein are expressly intended to run with the land.

Witness, the following signature(s) and seal(s)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Printed Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Printed Name

COMMONWEALTH OF VIRGINIA

The forgoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by

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

 Notary Public

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