

Please note, this Deed is only a sample. It will need to be tailored to meet the specific conveyances, dedications, grants, or easements being made for each individual project. Not every paragraph will be applicable to every deed. Places where there are blanks _____, italicized text, and/or <bracketed text> need to be filled in prior to submission of the deed for review.

Prepared by:
Company/Firm Name
Person's Name; Virginia State Bar # (if applicable)
Street
City, State Zip

Grantee's Address:
1300 Courthouse Rd.
P.O. Box 339
Stafford, VA 22555

Consideration: \$0
Exemption: VA Code § 58.1-811(A)(3)

Tax Map No.:
(Brief Legal Description)

DEED OF [DEDICATION, EASEMENT, VACATION, AND SUBORDINATION]

This Deed of Dedication, Easement, Vacation, and Subordination is made as of this the ____ day of _____, 20____, by and between _____, herein referred to as "Grantor;" _____, herein referred to as "Trustee;" _____, herein referred to as "Lender;" and **STAFFORD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, herein referred to as "Grantee" or "the County."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated in Stafford County, Virginia, identified as Stafford County Tax Map No. _____, Parcel ____ ("Property"), as shown on the plat attached hereto, incorporated herein by reference and recorded herewith, dated _____, as last revised, and entitled "<Insert Exact Title of Plat>," prepared by <Insert Name of Surveyor and/or Company> ("Plat"), being a portion of that same property acquired by Grantor by deed dated _____, from <Insert name of previous grantor>, and recorded at Instrument Number LR _____ among the land records of Stafford County, Virginia ("Land Records"); and

WHEREAS, the Property is subject to a certain deed of trust dated _____ and recorded at Instrument Number LR _____ among the Land Records, wherein the Property was conveyed to Trustee, in trust, to secure repayment of certain indebtedness payable unto Lender ("Deed of Trust"), as more specifically set forth therein; and

WHEREAS, it is the desire and intent of Grantor to grant and convey certain property to the Grantee and to dedicate the same for public street purposes, to grant certain easements to the Grantee, and to dedicate certain easements to public use, all as more particularly set forth herein and as shown on the Plat; and

WHEREAS, it is the desire and intent of Grantor to vacate various easements, as more fully set forth herein and on the Plat.

NOW, THEREFORE, THIS DEED WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey that portion of the Property containing ___ acres or ___ square feet, described as “<Insert Label as shown on the Plat>” on the Plat, to the Grantee, and does hereby dedicate the same for public street purposes. This dedication and conveyance is made with the Grantor’s free consent, in accordance with its desires, and in accordance with the statutes of Virginia provided therefor.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to public use various control monument and sight distance easements as shown and designated on the Plat as “<Insert Label as shown on the Plat>” and “<Insert Label as shown on the Plat>.”

THIS DEED FURTHER WITNESSETH in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to public use the storm drainage and access easements as shown and designated on the Plat as “<Insert Label as shown on the Plat>” and “<Insert Label as shown on the Plat>.” This dedication is made with the Grantor’s free consent, in accordance with its desires, and in accordance with the statutes of Virginia provided therefor.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to public use the temporary construction and temporary slope easements as shown and designated on the Plat as “<Insert Label as shown on the Plat>” and “<Insert Label as shown on the Plat>.” Said temporary easements shall be extinguished at such time as the County notifies the Grantor that construction has been completed and the easement areas have been restored pursuant to the above conditions, stated herein.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to public use and convey to the County the exclusive privilege and easement in perpetuity for a right-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the exclusive easement area herein described and referred to, works and systems for the collection or conveyance of raw or treated sanitary sewage, and for the transmission of raw or treated water, over, upon, across, and under property of Grantor, as shown and designated on the Plat as “<Insert label for exclusive easement, as shown on Plat>,” subject to the following conditions:

- (a) Except as herein provided in subsections (b) and (c) directly below, Grantee’s rights to utilize the exclusive easement area shall be exclusive to the extent that Grantor shall grant no easement or license, nor make any covenants, which have the effect of permitting use of the exclusive easement area by anyone other than Grantee, unless approved in writing by Grantee, specifically the Department of Utilities;

- (b) Grantor may, for its own purpose, utilize the exclusive easement area and shall retain a right of free ingress and egress under, over, and upon the exclusive easement area, provided that in no event shall any of the rights herein reserved to Grantor impede the easements herein granted or the exercise of those rights of use thereunder; and
- (c) Grantor may, in accordance with all applicable terms and conditions of the Stafford County Department of Utilities Water and Sewer Design and Construction Standards, as effective as of the date of execution of this Deed ("WSDC Standards"), grant easements for the installation of utility lines and facilities by other utility providers that cross over or under the exclusive easement area(s) provided that such utility lines and facilities are installed in accordance with the requirements of the WSDC Standards, including but not limited to, applicable vertical separation and concrete encasement requirements.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby dedicate to public use and convey to the County the privilege and easement in perpetuity for a right-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the easement area herein described and referred to, works and systems for the collection or conveyance of raw or treated sanitary sewage, and for the transmission of raw or treated water, over, upon, across, and under property of Grantor, as shown and designated on the Plat as "<Insert label for non-exclusive easement, as shown on Plat>."

All afore described public water and sanitary sewer easements, being either exclusive or non-exclusive, are subject to the following conditions:

- (a) That Grantee may (but is not required to) trim, cut, remove, and keep clear of all trees, limbs, undergrowth, and any and all other obstructions within the said right-of-way or easement area, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operations of the works and systems therein or thereon, and Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purposes.
- (b) The granting of the easement[s] herein described neither expressly nor impliedly constitutes any payment, nor constitutes the waiver of any obligation for the payment, by Grantor or their successors or assigns, of any cut-in fee or charge, tax, assessment, or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to Grantee or to any person, firm, or other corporation whatsoever.
- (c) That Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easement[s] and rights herein granted, and to promptly repair the property or reimburse Grantor for any property damaged beyond repair.

(d) That if Grantee does cut or fell any brush, undergrowth, or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks, and boulders shall, at the expense of Grantee, be removed from Grantor's property.

(e) That Grantor shall have no right, title, interest, estate, or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor covenants that *he/she/it* has the right to convey said easements, that Grantee shall have quiet and peaceful enjoyment and possession of said easements, and that Grantor will execute any such further assurances relative to said easements granted herein and as may be requisite to effectuate this Deed. These easements are granted with Grantor's free consent, in accordance with its desires, and in accordance with the statutes of Virginia provided therefor.

THIS DEED FURTHER WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby vacate those easements or portions of easements identified on the Plat as "<Insert Label as shown on the Plat>" and "<Insert Label as shown on the Plat>," previously created and recorded at Instrument Number LR_____ among the Land Records, as more particularly described on the Plat. The consent and approval of Stafford County to such vacations is evidenced by the signatures and seals affixed to the Plat and to this Deed.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Trustee, as authorized to act by Lender, as shown by [its/his/her] execution hereof, does hereby release from the lien of the Deed of Trust that portion of the Property conveyed and dedicated for public street purposes, and does hereby subordinate the lien of the Deed of Trust to the easements dedicated and granted herein as shown on the Plat. It is expressly understood that this release and subordination of the portions of the Property conveyed, dedicated, and granted shall not, in any way, affect the lien of the Deed of Trust upon the other land conveyed thereby and not released or subordinated herein. In all other respects, The Deed of Trust shall remain in full force and effect.

[Remainder of page intentionally left blank.]

WITNESS the following signatures and seals:

GRANTOR:
<Grantor Company Name>

By: _____
Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Deed of Dedication, Easement, Vacation, and Subordination was acknowledged before me this ____ day of _____, 20____, by _____ (name), _____ (title) of _____, Grantor.

NOTARY PUBLIC
Print Name: _____

My Commission Expires: _____
My Registration Number: _____

TRUSTEE:
<Trustee Name>

Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Deed of Dedication, Easement, Vacation, and Subordination was acknowledged before me this ____ day of _____, 20____, by _____(name), _____(title) of _____, Trustee.

NOTARY PUBLIC
Print Name: _____

My Commission Expires: _____
My Registration Number: _____

LENDER:
<Lender's Company Name>

Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Deed of Dedication, Easement, Vacation, and Subordination was acknowledged before me this ____ day of _____, 20____, by _____ (name), _____ (title) of _____, Lender.

NOTARY PUBLIC
Print Name: _____

My Commission Expires: _____
My Registration Number: _____

The forgoing conveyances and easements are hereby accepted by Stafford County, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept the conveyance and easements on behalf of the County, as evidenced by Resolution R__-____, adopted by the Stafford County Board of Supervisors; and the forgoing vacations are hereby consented to by Stafford County, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this vacation on behalf of the County, pursuant to Virginia Code § 15.2-2270, 15.2-2271, or 15.2-2272. [Note: Applicant must choose the applicable code section.]

WITNESS the following signature:

GRANTEE:
Stafford County, Virginia

Print Name: _____
Title: <County Administrator or
Director of Planning & Zoning>

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing Deed of Dedication, Easement, Vacation and Subordination was acknowledged before me this ____ day of _____, 20____, by _____ (name), _____ (title) of Stafford County, Virginia, Grantee.

NOTARY PUBLIC
Print Name: _____

My Commission Expires: _____
My Registration Number: _____

APPROVED AS TO FORM:
Virginia Code § 15.2-1803

Stafford County Attorney's Office
Printed Name:
Title: