

Prepared by: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

EXEMPT FROM RECORDING TAXES PER VIRGINIA CODE SECTION 58.1-811(3)  
Tax Map Parcel

THIS SIGHT DISTANCE DEED OF EASEMENT (“Deed”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (“Landowner”), Grantor, and the COUNTY OF SPOTSYLVANIA, Virginia, a political subdivision of the Commonwealth of Virginia, (“County”), Grantee.

WITNESSETH:

THIS DEED WITNESSETH THAT in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landowner does hereby grant to the County, its successors and assigns, a SIGHT DISTANCE EASEMENT (“Easement”) through and across the Property of Landowner (“Property”), said Property and Easement being more particularly bounded and described on a Plat entitled \_\_\_\_\_, prepared by \_\_\_\_\_, dated \_\_\_\_\_, and last revised on \_\_\_\_\_, and attached hereto and incorporated herein. The Easement is subject to the following terms and conditions:

1. The Landowner, its heirs, personal representatives, successors and assigns, shall not place any structure, plant or object within the easement more than two (2) feet in height.
2. The Landowner, its heirs, personal representatives, successors and assigns, agree to cut and trim all plants in order to maintain the height limit. The County shall have the right, but not the obligation, to enter the Property in order to maintain the height limit if the Landowner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Landowner, its heirs, personal representatives, successors and assigns, upon demand.
3. The Landowner reserves the right to make any use of the Property that will not be inconsistent with the easement.
4. The Landowner agrees that the agreements and covenants stated in this Deed are not covenants personal to the Landowner but are covenants running with the land, which are and shall be binding upon the Landowner, its heirs, personal representatives, successors and assigns.

The County of Spotsylvania, Virginia, acting by and through its County Administrator, he being hereto duly authorized by Resolution No. 91-32, adopted by the Spotsylvania County Board of Supervisors on the 23rd day of April, 1991, does hereby accept the conveyance of the interest in real estate made by this deed.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURES ARE ON THE NEXT PAGE.**

WITNESS the following signatures and seals:

\_\_\_\_\_  
(type) Name of Corporation/Partnership/LLC

By: \_\_\_\_\_  
Signature of the Authorized Person to Sign for the  
Corporation/Partnership/LLC

Its: \_\_\_\_\_  
Title of the Authorized Person to Sign for the  
Corporation/Partnership/LLC

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is the  
\_\_\_\_\_ of the corporation/partnership/LLC.

(title)

\_\_\_\_\_  
Notary Public

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

Registration number: \_\_\_\_\_

\_\_\_\_\_  
(signature individual owner)

\_\_\_\_\_  
(signature individual owner)

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

(individual owner(s))

\_\_\_\_\_  
Notary Public

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

Registration number: \_\_\_\_\_

COUNTY OF SPOTSYLVANIA, VIRGINIA

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

Mark B. Taylor  
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA  
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by Mark B. Taylor, County Administrator of Spotsylvania County.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY