

Prepared by: _____
Address: _____
City, State, Zip: _____

EXEMPT FROM TAXES PURSUANT TO VIRGINIA CODE 58.1-811(3).
Tax Map No. _____

THIS DEED OF DEDICATION AND EASEMENT, made this ___ day of _____
20___, by and between _____,
hereinafter referred to as "Landowner", Grantor, and the COUNTY OF SPOTSYLVANIA,
Virginia, hereinafter referred to as "County", Grantee.

THIS DEED WITNESSETH THAT for and in consideration of Ten Dollars (\$10.00)
cash in hand paid to the Landowner by the County and other good and valuable consideration,
the receipt of which is hereby acknowledged, the Landowner does hereby dedicate to public
street purposes and convey unto the County and its successors and assigns in fee simple, with
General Warranty of title, all of that certain property identified as [quote plat label w/dedication
area], as shown on the plat dated _____, and last revised on _____, entitled
_____, (hereinafter the "Plat"), which is recorded
simultaneously herewith and which is incorporated herein by this reference.

THIS DEED FURTHER WITNESSETH THAT for and in consideration of Ten Dollars
(\$10.00) cash in hand paid to the Landowner by the County and other good and valuable
consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant
and convey unto the County permanent drainage and utility easements (the singular term
"easement" when used hereinafter to include the plural if applicable) for the installation,
maintenance, operation, and repair of drainage and utility lines, pipes, and facilities which
easements are beneath, upon, and over strips of land which are shown and designated as drainage
and utility easements on the Plat. Such easement(s) are subject to the following:

1. All facilities, public works, and appurtenances which are installed in or on said
property now or in the future by or for the County shall be and remain the property of the County
and no charge shall at any time be made by the Landowner for the use of the property occupied
by the County or for the privilege of constructing, maintaining and operating said facilities and
the necessary or appropriate appurtenances. The County accepts no responsibility for the

construction, maintenance or repair of the storm water access and storm water management easements but reserves unto itself the right of access for inspection and emergency maintenance or repair. Nothing contained herein shall be deemed to supersede the Agreement for Maintenance of _____ and Best Management Practice Facility dated _____ by and between _____ and the County (hereinafter referred to as “the SWM Agreement”), and recorded on _____ in the Clerk’s Office of the Circuit Court of Spotsylvania County, Virginia as Instrument No. _____, and in the event of any conflict between the SWM Agreement and this Deed and the accompanying Plat, the terms of the SWM Agreement shall control.

2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter and install such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; without any additional compensation to the owner of the underlying fee, and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of Spotsylvania County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. The County may from time to time grant the right to others to locate facilities serving the public within the easement hereby conveyed, including but not limited to electric, telephone or gas utility facilities.

12. That this instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

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.

(Delete above paragraph if you are only vacating easements)

The County of Spotsylvania, Virginia, acting by and through its County Administrator, he being duly authorized by Resolution 91-33, adopted by the Spotsylvania Board of Supervisors on the 23rd day of April, 1991, and/or, by Resolutions 2013-102 and/or 2013-103, adopted by the Spotsylvania Board of Supervisors on the 13th day of August, 2013, does hereby consent to/authorize the vacation of interest in real estate made by this deed.

(Delete above paragraph if you are only granting easements)

SIGNATURES ON FOLLOWING PAGES

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 _____
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 (if applicable.)
(title)

Notary Public

My Commission Expires: _____
Registration number: _____

(sign individual owner)

(sign individual owner)

COMMONWEALTH OF _____

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: _____
Ed Petrovitch
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged before me this ____ day of _____, 20__, by Ed Petrovitch, who is the County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
Registration number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY