

Please note, this Deed is only a sample. 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:
Grantor's Name
Address

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

Tax Map No.:

DEED OF EASEMENT

This Deed of Easement is made as of this the ____ day of _____, 20____, by and between _____, herein referred to as "Grantor" 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 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, it is the desire and intent of Grantor to grant certain easements to Grantee, as more particularly 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 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 non-exclusive privilege and easement in perpetuity for a right-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the non-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 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 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 herein described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligations 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 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 further 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 made with Grantor's free consent, in accordance with its desires, and in accordance with the statutes of Virginia provided therefor.

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 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: _____