

SAMPLE DOCUMENT

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT made this _____ day of _____ 20____, by _____ ("Grantor") party of the first part; and THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate and politic, ("County" or "Board") party of the second part.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land situate in Prince William County , Virginia , (the "Property"), more particularly shown on the attached plat having acquired said Property by a Deed recorded in Deed Book _____, at Page _____ of the land records of Prince William County , Virginia .

WHEREAS, Grantor desires to grant and convey certain property to the County and to dedicate same for public street purposes, to grant certain easements to the County, all as more particularly described and shown on the attached plat entitled "(Give exact title of plat as it appears on the plat)", dated _____ and prepared by _____, ("the Plat"). (SP. or S.D. # _____).

NOW THEREFORE in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey in fee simple, with General Warranty to the County, its successors and assigns, that portion of the land containing _____ acres described as _____ sq. ft. or _____ acres ("HEREBY DEDICATED TO PUBLIC STREET PURPOSES" or *other designation as shown on the plat*) as shown on the plat, attached hereto and made a part hereof, and does hereby dedicate same for public street purposes.

The Grantor agrees to indemnify and hold the County harmless for any and all liability resulting from the presence of hazardous materials in the land so conveyed and dedicated, including any liability under the Comprehensive Environmental Response and Liability Act as amended at the time the County is charged with such liability.

(NOTE: Use the above paragraph only if a street dedication is shown on the plat.)

FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, with General Warranty, the following easements as said easements are set forth on the Plat. *(NOTE: Adapt this paragraph to cover only those easements shown as being conveyed on the plat, use their exact title as shown on the plat, and cover all easements shown on the plat.)*

a. All those various such storm drainage easements (*title as shown on plat*), storm sewer easements (*title as shown on plat*), drainage easements (*title as shown on plat*) stormwater management easements (*title as shown on plat*). These easements shall run with the land and are for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm drainage lines, or other drainage facilities, plus necessary inlet structures including other appurtenant facilities for the transmission and distribution of storm waters through, upon, and across the property of the Grantor; said property and easements being more particularly bounded and described on the plat attached hereto. These easements shall grant to the appropriate Prince William County authorities the right to enter upon the property which is the subject of these easements for the purpose of inspecting, maintaining or replacing any storm water management apparatus or facility which is installed upon or beneath the land which is the subject of these easements.

b. All those Stormwater Management Access Easements as are set forth more particularly on the Plat (*title as shown on plat*). Said easement shall be for the purpose of providing ingress and egress to the stormwater management facility. Said easement shall not constitute a public road or right of way.

c. Various Sight Distance Easements as are set forth more particularly on the Plat (*title as shown on plat*). The sight distance easement shall run with the land and shall prohibit Grantor or any subsequent owner of the property which is the subject of said easement from maintaining or allowing to exist on the property which is the subject of the easement or to hang over the property which is the subject of the easement, any tree, shrub, or any form of plant life (with the exception of regularly mowed grass), monument, statute, ornament, sign, parked vehicle, or any object which could obstruct the view of any vehicle proceeding on any adjacent right-of-way as said rights of way are delineated on the Plat. This easement shall allow but shall not require the appropriate authorities of Prince William County to enter upon and inspect the property for conformity herewith and to prune or remove any plant life or remove any object which is located upon or which hangs over the property which is the subject of the easement.

d. All those various ingress egress easements as set forth more particularly on the plat. Within said easements, the County shall have the right of access for County and other emergency vehicles. Said easements shall not constitute a public road or right of way and shall be used only for the aforementioned reasons. Said easements shall be permanent and shall run with the land.

e. All those various (Temporary or Permanent) Construction, grading, and slope maintenance easements (*exact title as shown on plat*) as set forth more particularly on the plat. Said easement shall allow the County to enter upon the property which is the subject of the easement for construction, grading, filling, removal or deposit of earth and debris and

other activities relative to the construction of roadways on property adjacent to the said easements

f. All those various temporary turnaround easements (*title as shown on plat*) as set forth more particularly on the Plat.

Said easements being SUBJECT to the following conditions:

(Commercial projects) 1. All sewers, manholes and appurtenant facilities which are installed in the easements granted to the County shall be and remain the property of the Grantor, its successors and assigns; provided, however, that at such time as County shall implement a comprehensive maintenance program, Grantor shall, without further consideration, on request of County, execute such instruments as may be required to convey such improvements to County.

(Townhomes/Condominiums) 1. All appurtenant facilities which shall be installed in the easements and rights-of-way granted to the County shall be and remain the property of the Grantor, its successors and assigns. Provided, however, that at such time as the County shall implement a comprehensive maintenance program, Grantor shall, without further consideration, on request of County, execute such instruments as may be required to convey such improvements to the County.

(Single Family) 1. All appurtenant facilities which shall be installed in the easements and rights-of-way shall be and remain the property of the Board, its successors and assigns.

2. The County and its agents shall have full and free use of the said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the rights-of-way, and the right to use abutting land adjoining the easements where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the County erect any building or structure of a permanent nature on such abutting land.

3. The Board and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said storm drainage facility; provided, however, that the Board, at its own expense, shall restore as nearly as possible, the premises to their original condition; such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding and sodding of lawn and pasture areas, but not the replacement of structures, trees, or other obstructions.

4. The Grantor reserves the right to make any use of the easements herein granted, provided, this use does not interfere with the flows of the natural storm drainage or adversely affect other properties or interfere with the use of the storm easement(s) by the County for the purposes named, or be inconsistent with any other right herein conveyed; also provided, that the Grantor, its successors and assigns, shall not erect any building, fence or other structure on the easement(s) granted to the County without obtaining the prior written approval of the Board.

(NOTE: Condition Number 5 is maintenance of storm drain, swm easements. Depending on the type and date of the project, one of the following conditions should be used.)

(Developments and Facilities which are eligible for County Maintenance :)

5. The County shall maintain drainage, storm water management, and best management practices facilities and systems to ensure that they function properly. The County shall not be responsible for repaving or resurfacing paved areas or maintaining landscaping within easements. The fee title owner shall be responsible for grass mowing with reasonable frequency, if applicable, and for the removal of debris and other matter that has impeded or threatens to impede the free flow of storm water.

The fee title owner shall notify the Department of Public Works of any defects with the structures, pipes and fencing within the easement, of any debris or other matter which is beyond the ability of the owner to remove, and of any excessive flooding, sedimentation or soil erosion within the area of easement.

(Developments and Facilities which are NOT eligible for County Maintenance :)

5. The fee title owner shall be responsible for the maintenance of all drainage, storm water management, and best management practices facilities and systems in accordance with the maintenance agreement to ensure that they function properly.

Subject to other limitations, the fee title owner may landscape the easement to include vegetation, signs and fences provided that drainage and the County's or the owner's ability to access the easement is not compromised and that the County is not in any way responsible for the repairs of these landscape items even if damaged by County forces.

6. The owner of the fee title to the Property shall be responsible for maintenance of any other easements granted to the County. *(NOTE: these easements include but are not limited to: Ingress/egress, site distance, access easements, temporary turnaround easements, temporary construction and grading easements and slope maintenance. Please state whichever easements apply. This paragraph may be deleted if the paragraph that describes the easement being granted to the County contains this language.)*

7. Temporary easements shall become null and void upon *(give specific time)*.

The Grantor agrees to indemnify and hold the County harmless for any and all liability resulting from the presence of hazardous materials in the land so conveyed and dedicated, including any liability under the comprehensive environmental response and liability Act as amended at the time the County is charged with such liability.

This conveyance and dedication is made with the Grantor's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the plat having been duly approved by the proper authorities of Prince William County, Virginia, as evidenced by their endorsement thereon.

(If applicable) THIS DEED FURTHER WITNESSETH: That the Grantor does hereby create and reserve unto itself all of those Buffer Areas as are shown on the Plat. The Grantor shall be responsible for the maintenance of all landscaping and screening, including the replacement of dead or dying plant materials and the upkeep of any berms or fences. Moreover, Grantor agrees for itself, and for its successors in title, that no improvements or structures may be constructed within an Buffer Area without the express authorization of the County. Land designated as a Buffer Area shall be landscaped and may only be used for structures, uses or other facilities, in accordance with the requirements of the Prince William County Ordinances.

(If applicable) THIS DEED FURTHER WITNESSETH: That the Grantor does hereby convey unto _____ with general warranty of title those perpetual water line and sanitary sewer easements. *(NOTE: Contact the appropriate Authority for the proper language to be used, and add that Authority as a party to the Deed in the first paragraph.)*

(If applicable:) THIS DEED FURTHER WITNESSETH: that the Grantor hereby vacates those easements or portion of easements shown on the attached Plat as being "Hereby Vacated" and being portions of existing _____ easements previously dedicated by deed recorded in Deed Book ___ at Page _____. The consent and approval of the County (and Authority and other necessary parties) to such vacations are shown by the signatures and seals affixed to the attached Plat and to this Deed. *(NOTE: easements created pursuant to a site plan must be vacated in accordance with §15.2-2270, Va. Code Ann., easements created pursuant to a subdivision deed where no lots have been sold must be vacated in accordance with §15.2-2271, Va. Code Ann., and easements created pursuant to a subdivision deed where lots have been sold must be vacated in accordance with §15.2-2272, Va. Code Ann.)*

(NOTE: If any trusts are on the property, please adapt and add the following paragraph, and add the trustees, beneficiaries/noteholders as a party to the Deed in the first paragraph:)

THIS DEED FURTHER WITNESSETH: that the Trustees and Beneficiaries or Noteholders, by their signatures affixed hereto, do hereby consent to and release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public street purposes, and do hereby subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat. In all other respects, said Deed of Trust shall continue in full force and effect.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to the terms and conditions herein expressed and their acceptance to the rights of way herein conveyed *(and to the vacations of the easements (if applicable))*.

(SIGNATURES ON FOLLOWING PAGES)

WITNESS the following signatures and seals:

_____(SEAL)
GRANTOR

STATE OF _____
COUNTY/CITY OF _____, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____ of _____, whose name is signed to the foregoing Deed dated _____, 20__, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____.

ACCEPTED PER VIRGINIA CODE SECTION 15.2-1803

(If applicable:) Vacations Consented to per Virginia Code Section 15.2-2270, 15.2-2271, or 15.2-2272 *(whichever one applies)*

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY

BY: _____

Chief of Division of Land Permitting Services,
Designee Director of Planning, its authorized agent

COMMONWEALTH OF VIRGINIA
County of Prince William, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, Chief of Division of Land Permitting Services, Designee Director of Planning, its authorized agent, Prince William County, whose name is signed to the foregoing Deed dated _____, 20__, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____.

FORM APPROVED PER VIRGINIA CODE SECTION 15.2-1803

Date

(Assistant) County Attorney