

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Parcel ID Number 090A1-00-00-001E0

This deed is exempt from taxation under *Virginia Code* § 58.1-811(A)(3) and from Court Clerk's fees under *Virginia Code* § 17.1-266.

THIS TEMPORARY CONSTRUCTION DEED OF EASEMENT made this _____ day of _____, 20_____, by and between **SOUTHWOOD CHARLOTTESVILLE, LLC**, a Virginia limited liability company (hereinafter, the "Grantor"), and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter, the "Grantee").

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the Grantee a temporary construction easement over the following property:

That certain real property shown and designated as Block 3, Lots 4 and 5; and Block 5, Lots 10, 11 and 12 (collectively hereinafter, the "Property"), shown on the plat of Timmons Group, dated September 29, 2021, last revised January 25, 2022, entitled "Plat of Subdivision Southwood-Village 1 Portion of Blocks 3, 4, 5, 7 and 8, Lots, 1A-1D, 2A-2B, 3-5, 6A-6E, 7A-7H, 8-34, 35A-35C, 36A-36D, 37-38, 39A-39C, & Special Lot 40 on the lands of Southwood Charlottesville, LLC Tax Map Parcels 90-1A and 90A1-1E Scottsville Magisterial District Albemarle County, Virginia" (hereinafter, the "Plat"), a copy of which is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia with Instrument # 202200002884. Reference is made to the Plat for a more particular description of the easement conveyed herein.

The conveyance of this temporary construction easement includes the right of ingress and egress for the above-mentioned purpose. This temporary construction easement will expire upon completion of construction of five residential dwelling units. Any improvements constructed within the public right-of-way will be the property of the Grantee.

The Grantor covenants that it will perform all construction work in a proper and careful manner. At the conclusion of the construction, the Grantor will restore any disturbed surfaces to their prior condition. This deed conveys to the Grantee the right, but no responsibility or obligation whatsoever, to perform any construction work on the Property.

The Grantee, acting by and through its County Executive, duly authorized by resolution adopted by the Board of Supervisors of the County of Albemarle, Virginia, accepts this conveyance pursuant to *Virginia Code* § 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed.


WITNESS the following signatures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

GRANTOR:

SOUTHWOOD CHARLOTTESVILLE, LLC
a Virginia limited liability company


By:


Daniel H. Rosensweig, Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Charlottesville / Albemarle:

The foregoing instrument was acknowledged before me this 11 day of April,
2022 by Daniel H. Rosensweig, Manager, on behalf of Southwood Charlottesville, LLC ,
Grantor.


Notary Public

My Commission Expires: June 30, 2026

Registration number: 7983025



SIGNATURES CONTINUE ON THE FOLLOWING PAGE

GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson
County Executive

**COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Jeffrey B. Richardson, on behalf of the County of Albemarle, Virginia, Grantee.

Notary Public

My Commission Expires: _____

Notary Registration No. _____

Approved as to form:

County Attorney

