

Prepared by and upon recordation return to:
Nicole M. Scro, Esq. (VSB #90239)
912 East High Street
Charlottesville, VA 22902

Albemarle County Tax Map Parcel ID No.: 62F-E2

This deed is exempt from taxation under Virginia Code § 58.1-811(A)(3).

DEED OF EASEMENT
(for Water and Sanitary Sewer)

THIS DEED OF EASEMENT is made as of this ____ day of _____, 20__ by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“County”), the Grantor for indexing purposes, **WINDMILL VENTURES, LLC**, a Virginia limited liability company, its successors and/or assigns (“First Grantee” whether one or more), and the **ALBEMARLE COUNTY SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Service Authority” or “Second Grantee”), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911.

WITNES S:

WHEREAS, the County is the owner of that certain real property located in Albemarle County, Virginia defined as the Property (hereinafter, the “Property”) in that certain Deed of Dedication from Bondstone Ventures, LLC, a Virginia limited liability company, successor by virtue of change of name and by conversion of entity to Robert Hauser Homes, Inc., to the County, dated October 3, 2016, and recorded in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia in Deed Book 4830, page 20; and

WHEREAS, the First Grantee is the owner of that certain parcel located adjacent to the Property, designated on County tax maps as parcel 61-154B, and having an address of 999 Rio Road East (the “999 Rio Property”); and

WHEREAS, for the purposes of redeveloping the 999 Rio Property, the First Grantee, its successors and/or assigns, desires to construct and install a water and sanitary sewer line to be dedicated to the Service Authority across a portion of the Property; and

WHEREAS, the Service Authority is willing to accept such water line(s) and sanitary sewer line(s), after the same have been constructed in a lawful manner to its specifications, but not before; and

WHEREAS, the County desires to convey a temporary construction, landscaping and grading easement to the First Grantee, its successors and/or assigns, for the construction and installation of such water and sanitary sewer line(s) on such portion of the Property that is within the area shown and designated as “New Variable Width ACSA Water & Sewer Easement” (the “Easement Area”) on Exhibit A attached hereto and incorporated herein (the “Easement Plat”); and

WHEREAS, it is the desire and intent of the County to dedicate, grant and convey all rights, title and interest in all ditches, pipes and other improvements and appurtenances within the Easement Area established for the purpose of the water and sanitary sewer line(s) (hereinafter collectively referred to as the “Improvements,” whether referring to existing Improvements or those to be established in the future by the Service Authority), excluding building connection lines, to the Service Authority, which is to be accepted by it in accordance with the usual and customary practices of the Service Authority.

NOW, THEREFORE, in consideration of the premises and the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County does hereby GRANT and CONVEY unto the First Grantee, its successors and assigns, a temporary right-of-way and construction easement, over, under and across the Easement Area (the “Temporary Construction Easement”), to construct, install, maintain, repair, replace and extend water and sanitary sewer lines, consisting of pipes and appurtenances thereto. This temporary construction easement and temporary right of way shall expire upon the completion of the construction and acceptance of the water and sanitary sewer line(s) into the Service Authority’s system.

FURTHERMORE, for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledge, the County does hereby GRANT and CONVEY unto the Second

Grantee, its successors and assigns, perpetual rights-of-way and easements to construct, install, maintain, repair, replace and extend the water and sanitary sewer line(s) consisting of pipes and appurtenances thereto on, over, under and across the Easement Area (the "Water and Sewer Easement" and together with the Temporary Construction Easement, the "Easements"); PROVIDED, HOWEVER, that (i) all such water and sewer line facilities shall be installed underground except for such above-ground meter boxes, manholes and other accessories typically installed above-ground, and (ii) it is expressly understood and agreed that the Service Authority shall not be deemed to have accepted the conveyance set forth herein until such time as the same have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of the Service Authority.

Reference is made to the Easement Plat for the exact location and dimensions of the Easement Area as they cross the Property.

The Temporary Construction Easement conveyed herein shall terminate upon the completion of water and sanitary sewer facilities as evidenced by the release of any bond associated with such improvements. Grantor shall have the right to review and approve any material changes to the approved Plans, such review and approval shall not be unreasonably withheld or delayed. Prior to commencement of any construction activities, the First Grantee shall provide Grantor with a construction schedule and at least five (5) days prior notice of the commencement of construction. Construction activities shall be limited to the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, completed in a diligent manner, and all areas of active construction shall be kept in neat and clean condition.

Upon request, the First Grantee, and/or its successors and assigns, shall promptly execute documentation of dedication that may be required by the Service Authority on the Service Authority's standard agreement form for dedication and as may be required for recordation among the land records. Said Service Authority forms provide, in part, that the Grantor gives permission to Service Authority, including its authorized agents and employees, to have access and to enter upon the property to inspect the water and sewer facilities whenever the Service Authority deems necessary. All landowner obligations in such agreement shall become the obligations of the First Grantee. The Service Authority Dedication Agreement will provide that the Grantor is not obligated under the Agreement, except to provide the permitted and required access matters stated therein.

Prior to acceptance of the utilities by the Service Authority, the First Grantee agrees to indemnify, defend and hold Grantor harmless from any liability, liens, loss or damage, including damages or injury to any person or to real or personal property, together with reasonable attorney's fees and related costs and expenses, arising out of, or resulting from the exercise of the easement rights granted herein, including any entry upon the Property by First Grantee, its agents, employees, contractors, guests or invitees, arising in connection with the construction activities within the Easement Area. This indemnification shall not cover the conduct of Grantor, its subcontractors, employees, agents, guests or invitees on the property in or around the easement area. Prior to utility acceptance by Service Authority, the First Grantee, its successors and assigns, shall maintain in full force and effect liability insurance, in commercially reasonable amounts, covering damage to property and persons arising out of the exercise of the rights granted by these Easements until the same is turned over to the Service Authority. First Grantee shall have Grantor named as a certificate holder/additional insured on the First Grantee's policy or insurance prior to the commencement of any construction activity within the Easement Area.

The County, First Grantee and Second Grantee, their successors or assigns, agree that trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be placed within the Easement Area, provided that any and all improvements associated with the Grantor's emergency access may be installed, repaired, and maintained.

As a part of these Easements, the First Grantee and Second Grantee shall have the right to enter upon the Easement Area for the purpose of constructing, installing, maintaining, repairing, replacing and extending water and sewer lines and appurtenances thereto, and the right to ingress and egress thereto as reasonably necessary. If the First Grantee and Second Grantee are unable to reasonably exercise the right of ingress and egress over the Easement Area, the First Grantee and Second Grantee shall have the right of ingress and egress over the Property adjacent to the Easement Area.

Whenever it is necessary to excavate earth within the Easement Area, the First Grantee and Second Grantee agree to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical to the same condition existing prior to the excavation. In the event that any damage results from said access, the First Grantee and Second Grantee agree to correct and repair such damage in a proper and workmanlike manner, including the restoration of any such damaged or disturbed grass or paved surfaces. Notwithstanding

anything herein to the contrary, the Service Authority shall not be held responsible for restoring permeable pavers in the future, as applicable, if excavation over the water and sanitary sewer is required. Restoration of pavers shall be the responsibility of the First Grantee.

The Easements shall include the right of the First Grantee and Second Grantee to cut any trees, brush, shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe water and sewer installation, operation and maintenance, provided that the First Grantee and Second Grantee may not remove any improvements associated with the Grantor's emergency access. The Service Authority shall have no responsibility to the County or the First Grantee, their successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery or obstructions (other than improvements associated with the Grantor's emergency access) if cut, removed or otherwise damaged.

The facilities constructed within the Easement Area shall be the property of the Service Authority which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the Easement Area as are consistent with the purposes expressed herein.

The Easements are exclusive easements. Neither the County nor any person acting under the County's express or implied consent shall modify, alter, reconstruct, interfere with, disturb or otherwise change in any way the Easement Area or any Improvement located within the Easement Area; and further such persons shall not erect any building, fence, retaining wall or other structure within the Easement Area, provided that any and all improvements associated with the Grantor's emergency access may be installed, repaired, and maintained.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

WITNESS the following duly authorized signatures and seals:

THE COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of the Commonwealth of
Virginia

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, as _____ of the County of Albemarle, Virginia,
a political subdivision of the Commonwealth, on its behalf.

My commission expires: _____.

Notary Public

Notary Registration No.: _____

[SIGNATURE PAGES CONTINUE ON THE FOLLOWING PAGE]

WINDMILL VENTURES, LLC,
a Virginia limited liability company

By: Elizabeth Shan Howler

Printed Name: Elizabeth Shan Howler

Title: manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 12 day of May,
2021 by Elizabeth Shan M. Howler, as manager of Windmill Ventures, LLC, a
Virginia limited liability company, on its behalf.

My commission expires: 9/30/23.

James L. Bishop
Notary Public

Notary Registration No.: 324578



EXHIBIT A

the Easement Plat

[attached]