

This document prepared by:
Nicole Scro, Esq. (VSB No. _____)
[Nicole's address]

This Deed is exempt from recordation taxes and fees pursuant to §§58.1-811 (A) (3) and 17.1-266, respectively, of the Code of Virginia (1950) as amended and the Constitution of Virginia, Article X, Section 6 (a) (1).

Albemarle County
Parcel ID 062F0-00-00-000E2

This **DEED OF EASEMENT**, made this ___ day of _____ 2024, is by and between **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, and **ALBEMARLE COUNTY SERVICE AUTHORITY** (the "ACSA"), Grantee, whose address is 168 Spotnap Road, Charlottesville, Virginia 22911.

W I T N E S S E T H:

WHEREAS Grantor is the owner of real property located in Albemarle County, Virginia, received from Bondstone Ventures, LLC by Deed of Dedication recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 4830, page 20;

WHEREAS Grantor has agreed to grant to ACSA a permanent sewer line easement to construct, install, operate, maintain, repair, replace, relocate, and extend such line and any appurtenances thereto. The easement is shown on that plat attached hereto and recorded herewith , entitled "Easement Plat, Tax Map Parcel 61-154A and Tax Map Parcel 62F-E1 and Tax Map Parcel 62F-E2, Rio Magisterial District Albemarle County, Virginia," dated January 8, 2024, last revised June 10, 2024, and prepared by Foresight Survey, PC (the "Plat").

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with SPECIAL WARRANTY unto ACSA, its successors and assigns, a perpetual right of way and easement to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend sewer

lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of the Grantor located in Albemarle County, Virginia, and to access any other adjacent easement held by ACSA, the location of the easement hereby granted and the boundaries of the property being more particularly described on the Plat as “Portion of New ACSA Easement on TMP 62F-E2, 0.001 AC, 34 Sq Feet” (the “Easement”); PROVIDED HOWEVER, that it is expressly understood and agreed that ACSA shall not be deemed to have accepted the conveyance set forth hereinabove until such time as the same shall have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of ACSA.

Reference is made to the Plat for the exact location and dimension of the Easement hereby granted and the property over which the same crosses. Notwithstanding anything to the contrary in the Plat, the exact location of the Easement is centered on the as-built location of the applicable sewer line.

As part of the Easement, ACSA shall have the right to enter upon the above-described property within the Easement for the purpose of installing, constructing, operating, maintaining, inspecting, protecting, repairing, replacing, relocating, removing, changing the size of and extending sewer lines and appurtenances thereto within such Easement, and the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend such sewer lines within the Easement. If ACSA decides in its sole discretion that it is unable reasonably to exercise the right of ingress and egress over the right-of-way, ACSA shall have the right of ingress and egress over the property of Grantor adjacent.

Whenever it is necessary to excavate earth within the Easement, ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practicable to the same condition as prior to excavation, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation; provided, however, that ACSA shall have no obligation to restore permeable pavers, stamped concrete, or similar surfaces within the Easement.

Grantor, its successors or assigns, agrees that no trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions shall be placed within the Easement conveyed herein, provided that any and all improvements associated with the Grantor's emergency access may be installed, repaired, and maintained by Grantor.

The Easement provided for herein shall include the right of ACSA to trim, cut, and remove any trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions and take other similar action reasonably necessary to provide economical and safe sewer line construction, installation, operation, maintenance, inspection, protection, repair, replacement, relocation, removal, and extension, provided that the Grantee may not remove any improvements associated with the Grantor's emergency access except on a temporary basis as needed to exercise its rights under this Easement ACSA shall have no responsibility to the Grantor, its successors or assigns, to replace or reimburse the cost of said trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions (other than improvements associated with the Grantor's emergency access) that are removed or otherwise damaged.

The facilities constructed by ACSA within the Easement shall be the property of ACSA and its successors and assigns, which shall have the right to inspect, rebuild, remove, repair,

relocate improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the Easement as are consistent with the purposes expressed herein.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DEED OF EASEMENT]

WITNESS the following duly authorized signature and seal:

COUNTY OF ALBEMARLE

By: _____
Jeffrey B. Richardson, County Executive

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2024,
by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle.

Notary Public

My Commission Expires: _____

Commission No.: _____

APPROVED AS TO FORM:

By: _____
County Attorney