

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

Albemarle County Tax Map Parcels: 61-154B and 62F-E2

DEED OF EASEMENT
(Grading)

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 (“Grantor”) and **999 RIO LLC**, a Virginia limited liability company (Grantee), whose address is 338 Rio Road West, Charlottesville, Virginia 22901.

WITNESSES:

WHEREAS, the Grantor is the owner of that certain real property located in Albemarle County, Virginia (hereinafter, the “Property”), received from Bondstone Ventures, LLC by Deed of Dedication recorded in the Clerk’s Office of the Circuit Court of the County of Albemarle, Virginia in Deed Book 4830, page 20, and shown as “TMP 62F-E2, N/F County of Albemarle, DB 4830, PG 20, DB 5575, PG 231 (Plat)” on that certain easement plat prepared by Foresight Survey, P.C., dated January 8, 2024, last revised June 10, 2024, which such easement plat is attached hereto and incorporated herein as Exhibit “A” (the “Plat”); and

WHEREAS, the Grantee is the owner of that certain parcel located adjacent to the Property, designated on the County of Albemarle, Virginia 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 Grantee, its successors and/or assigns, desires to permanently alter the grade of the Property, and the Grantor desires to grant such easement for the purposes and on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the sum of SIXTEEN DOLLARS AND FIFTY-FOUR CENTS (\$16.54), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby

GRANT and CONVEY unto the Grantee, its successors and assigns, a perpetual right-of-way and easement to allow for the permanent alteration of the grade of the Property (the "Easement"), which such Easement shall be located on, over, under and across that certain area designated on the Plat as "New Variable Width Grading Easement" (the "Easement Area").

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

1. The scope of the Easement shall include, but shall not necessarily be limited to, accessing the Easement Area for the movement of construction equipment necessary for any earth movement resulting from the aforementioned permanent grading and construction activity therein.

2. Grantor further grants to Grantee all associated permissions needed or required to allow Grantee's contractor(s) access to the Easement Area for the future redevelopment of the 999 Rio Road Property. Both parties understand, acknowledge and agree that the grading and construction may result in minor temporary encroachments into the Property outside the metes and bounds of the Easement Area shown on the Plat. Grantee shall cause its contractor(s) to use their best efforts to avoid such encroachments.

3. Grantee will also exercise reasonable care in the performance of its work. The Grantee shall, at their sole cost and expense, be responsible for any maintenance or repair required to the Easement Area as a result of the work performed by or at the direction of the Grantee and shall otherwise maintain the Easement Area in a good state of repair and in a safe and orderly condition.

4. The Grantee shall indemnify and hold the Grantor harmless from any and all liability, loss or damages, including reasonable attorneys' fees, arising out of or resulting from or in any way connected with the use of the Easement by the Grantee, its agents, employees and/or contractors. Notwithstanding anything herein to the contrary, the Grantee shall not indemnify or hold the Grantor harmless from any liability, loss or damages arising out of or resulting from or in any way connected with the negligence or willful misconduct of the Grantor or its agents, servants, employees and/or contractors.

5. The Easement is an exclusive easement, except as provided below. No party hereto nor any person acting under any party's express or implied consent shall modify, alter, reconstruct, interfere with, disturb or otherwise change in any way the Easement or 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:

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

By: _____
Jeffrey B. Richardson, County Executive

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

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

My commission expires: _____.

Notary Public

Notary Registration No.: _____

[SIGNATURE PAGES CONTINUE ON THE FOLLOWING PAGE]

999 RIO LLC,
a Virginia limited liability company

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 999 Rio LLC, a Virginia limited
liability company, on its behalf.

My commission expires: _____.

Notary Public

Notary Registration No.: _____

EXHIBIT A

the Easement Exhibit

[attached]