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

Parcel ID Number 07800-00-03100

This deed is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and §§ 58.1-811(C)(4) and from Clerk's fees under *Virginia Code* § 17.1-266.

DEED OF GIFT

THIS DEED OF GIFT is made as of the day of August, 2023, by and between WORRELL LAND AND DEVELOPMENT COMPANY, L.C., a Virginia limited liability company ("Grantor") and the COUNTY OF ALBEMARLE, VIRGINIA ("Grantee") whose address is 401 McIntire Road, Charlottesville, Virginia 22902.

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give, dedicate, grant, bargain, sell and convey, with general warranty and English covenants of title, unto Grantee, those tracts or parcels of land consisting of approximately 1.225 acres and 0.023 acres, more or less, respectively together with all improvements thereon and appurtenances thereto belonging (the "Parcels"), and more particularly described as "Parcel 'A' 1.225 Acres" and "Parcel 'B' 0.023 Acres," respectively, on a certain plat by Lincoln Surveying dated September 7, 2021, last revised June 26, 2023, entitled "Boundary Line Adjustment and Easement Plat Between Tax Map 78 Parcel 31 and Tax Map 78 Parcel 31F1 Located on Peter Jefferson Parkway Rivanna Magisterial District Albemarle County, Virginia" (the "Plat"), a copy of which Plat is recorded in the Clerk's Office, Circuit Court, Albemarle County, Virginia (the "Clerk's Office"), herewith, and to which Plat reference is hereby made for a more particular description of property conveyed.

RESERVED EASEMENTS

In addition, Grantor hereby reserves unto itself the following easements (collectively, the "Easements"), subject to the Restrictions set forth herein below:

(i) A non-exclusive, permanent 30' private street easement, labeled "30PS" on the Plat, in the location more particularly shown as "New 30' Private Street" (the "Access Easement") on that certain plat recorded in the Clerk's Office in Deed Book 4118, page 592, reference to that plat being made for a more particular description of the location of the easement, for vehicular and pedestrian ingress and egress to and from the Grantee's maintenance facility from and to an existing variable width access easement located on land currently owned by PJP PropCo VI, LLC, which access easement is recorded in the Clerk's Office in Deed Book 3192, page 349; and

(ii) A non-exclusive, permanent easement for storm water drainage and retention in the location shown on the Plat as "New Private Drainage Easement," reference to the Plat being made for a more particular description of the location of the easement (the "Drainage Easement").

GENERAL CONDITIONS AND RESTRICTIONS

The Easements are subject to the following general conditions, restrictions and covenants (collectively the "Restrictions"), which Restrictions are made a part hereof for the benefit of all real property owned by Grantor and located within the Peter Jefferson Place office park (the "Benefited Property"):

- 1. Maintenance of Drainage Improvements. Grantee agrees to maintain any improvements within the Access Easement, and any drainage facilities now or hereafter located within the Drainage Easement (together the "Facilities"), in good condition and repair, at Grantee's sole cost and expense. If Grantee fails to maintain the Facilities in good condition and repair as required by this Deed of Gift, Grantor may provide written notice of such failure to Grantee. If Grantee fails to cure such default within thirty (30) days after receipt of such notice, Grantor may perform such maintenance work on behalf of Grantee, including, without limitation, the right of Grantor to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide the economical and safe operation and maintenance of the Facilities located within the Access Easement or the Drainage Easement, as applicable. Grantor shall have no responsibility to Grantee, its successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery and obstructions that are removed or otherwise damaged. Grantee shall reimburse Grantor for the reasonable costs and expenses incurred by Grantor in performing any maintenance within the Easements as provided herein within thirty (30) days after written demand, accompanied by copies of paid invoices for such work.
- 2. Ownership of Drainage Facilities. Any Facilities currently existing within the Easements and any facilities constructed in the future within the Easements by Grantee shall be the property of Grantee, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of such facilities within the boundaries of the Easements as are consistent with the purposes expressed herein, provided that such changes, alterations and connections to or extensions of such facilities shall not interfere with the right of ingress and egress across the Access Easement, or the flow or the retention of storm water through the Drainage Easement.
- 3. **Right of Ingress and Egress**. Grantor shall have the right and easement of ingress and egress over any lands of Grantee adjacent to the Easements between any public or private roads and the Easements, to inspect, maintain and operate any Facilities within the Easements.
- 4. **Enforcement**. The Restrictions are a material part of the consideration for the conveyance of the Parcels by Grantor to Grantee, shall be a covenant running with the Benefited

Property, and Grantee acknowledges and agrees that the Restrictions shall be specifically enforceable by Grantor and its successors in title or assigns. Grantor may, at its sole option, assign its rights to enforce the Restrictions to the owner or owners of any real property located within the Peter Jefferson Place office park, or to PJP Owners Association, Inc. by recording a written assignment of such rights in the Clerk's Office, Circuit Court, Albemarle County, Virginia. In the absence of such a recorded assignment, at such time, if any, as Grantor no longer owns any of the Benefited Property, PJP Owners Association, Inc. shall thereafter have the right to enforce the Restrictions.

GENERAL

- 1. <u>Matters of Record</u>. This conveyance is made subject to the easements and the restrictions as set forth above, and all other restrictions, covenants, conditions, and easements of record, insofar as they legally affect the property hereby conveyed.
- 2. <u>Authority to accept conveyance</u>. 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 the conveyance of this property pursuant to *Virginia Code* § 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

GRANTOR:

WORRELL LAND AND DEVELOPMENT

COMPANY, L.C., a Virginia limited liability company

By:

Andrew J. Dracopoli

Manager

COMMONWEALTH OF VIRGINIA	
CITY/COUNTY OF albemails	_, to-wi

The foregoing instrument was acknowledged before me this 2000 day of 2000, 2003, by Andrew J. Dracopoli, Manager of Worrell Land and Development Company, L.C., a Virginia limited liability company, on behalf of said limited liability company.

My commission expires: 3/3//2025

Notary Registration No.: 7960/72

DIANA T. BOEHME
NOTARY PUBLIC
REG. # 7960172
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 3/31/2025

Notary Public

GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

	By:
	Jeffrey B. Richardson, County Executive
COMMONWEALTH OF VIRGINIA	A
CITY/COUNTY OF	, to-wit:
	t was acknowledged before me this day of ffrey B. Richardson, County Executive of the County of
Albemarle, Virginia.	
My commission expires:	~
Notary Registration No.:	
	Notary Public
APPROVED AS TO FORM:	9
	F (41)
	w e
County Attorney	

BOUNDARY LINE ADJUSTMENT AND EASEMENT PLAT FOR TAX MAP 78 PARCEL 31 AND TAX MAP 78 PARCEL 31F1 LOCATED ON PETER JEFFERSON PARKWAY RIVANNA MAGISTERIAL DISTRICT ALBEMARLE COUNTY, VIRGINIA

SEPTEMBER 7, 2021 REVISED: JANUARY 14, 2022 REVISED: DECEMBER 6, 2022 REVISED: MARCH 9, 2023 REVISED: JUNE 26, 2023 SHEET 1 OF 3

OWNERS' APPROVAL:

THE PLATTING OR DEDICATION OF THE FOLLOWING LAND, BOUNDARY LINE ADJUSTMENT AND EASEMENT PLAT FOR TAX MAP 78 PARCEL 31 AND TAX MAP 78 PARCEL 31F1, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. IF ANY.

TMP 78-31	
OWNER:	
WORRELL LAND AND	
DEVELOPMENT COMPANY	LC

ADDRESS: P.O. BOX 5386 CHARLOTTESVILLE, VA, 22905

TITLE REFERENCES: CHARTER BOOK 17 P. 642 D.B. 4118 P. 592 PLAT D.B. 1673 P. 618 PLAT D.B. 888 P. 304-305 PLAT TMP 78-31F1 OWNER: COUNTY OF ALBEMARLE, VIRGINIA

ADDRESS: 401 MCINTIRE RD. CHARLOTTESVILLE, VA, 22902

TITLE REFERENCES:
D.B. 4118 P. 585
D.B. 4118 P. 592 PLAT
D.B. 1673 P. 618 PLAT
D.B. 888 P. 304-305 PLAT

VICINITY MAP

1" = 3000'

SEE SHEET 3 FOR FULL TITLE REFERENCES

WORRELL LAND AND DATE
DEVELOPMENT COMPANY LC

DEVELOT MEITH COM

NOTARY PUBLIC:

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF CHICAGO POLICY TO THE POLICY OF THE POLICY O

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4 796719

COUNTY OF ALBEMARLE, VIRGINIA

DATE

NOTARY PUBLIC:

STATE OF _____

THE FOREGOING WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____
20____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: ___

COUNTY APPROVAL:

NOTE:

AGENT OF THE BOARD OF SUPERVISORS

DATE

I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT AND EASEMENT PLAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS. I ALSO CERTIFY THAT THE BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.

UNLESS SPECIFICALLY DENOTED AS PUBLIC, THE STREETS AND

OTHER REQUIRED IMPROVEMENTS IN THIS SUBDIVISION ARE

PRIVATE IN NATURE AND WILL NOT BE MAINTAINED BY EITHER THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR ANY OTHER PUBLIC AGENCY. THE MAINTENANCE THEREOF IS THE

MUTUAL OBLIGATION OF THE AFFECTED LOT OWNERS. FAILURE

TO MAINTAIN THE IMPROVEMENTS IN SUBSTANTIALLY THE SAME CONDITION AS ORIGINALLY APPROVED BY THE COUNTY MAY CONSTITUTE A VIOLATION OF COUNTY ORDINANCE(S).

CHRISTOPHER B. KEAN LIC. NO. 2378



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632 BERKMAR CIRCLE
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92000213_23177_BLA.PRO 92-0002-13

TAX MAP 78 PARCELS 31 & 31F1 CONTAIN A BUILDING SITE THAT COMPLIES WITH SECTION 4.2.1 OF THE ALBEMARLE COUNTY ZONING ORDINANCE.

TAX MAP 78 PARCELS 31 & 31F1 ARE ZONED: PLANNED DEVELOPMENT MIXED COMMERCIAL. AND ARE SUBJECT TO ZMA2001-15 AND ASSOCIATED PROFFERS.

TAX MAP 78 PARCELS 31 & 31F1 ARE WITHIN THE ENTRANCE CORRIDOR OVERLAY.

THESE PARCELS ARE WITHIN THE MIDDLE RIVANNA RIVER WATERSHED AND ARE NOT WITHIN A WATER SUPPLY PROTECTION AREA.

TAX MAP 78 PARCELS 31 & 31F1 ARE NOT WITHIN AN AGRICULTURAL-FORESTAL DISTRICT, MAY EXIST.

PORTIONS OF THESE TAX MAP 78 PARCELS 31 & 31F1 ARE WITHIN THE PRESERVED & MANAGED STEEP SLOPES OVERLAY DISTRICT.

IRONS ARE SET AT ALL NEW PROPERTY CORNERS UNLESS OTHERWISE NOTED

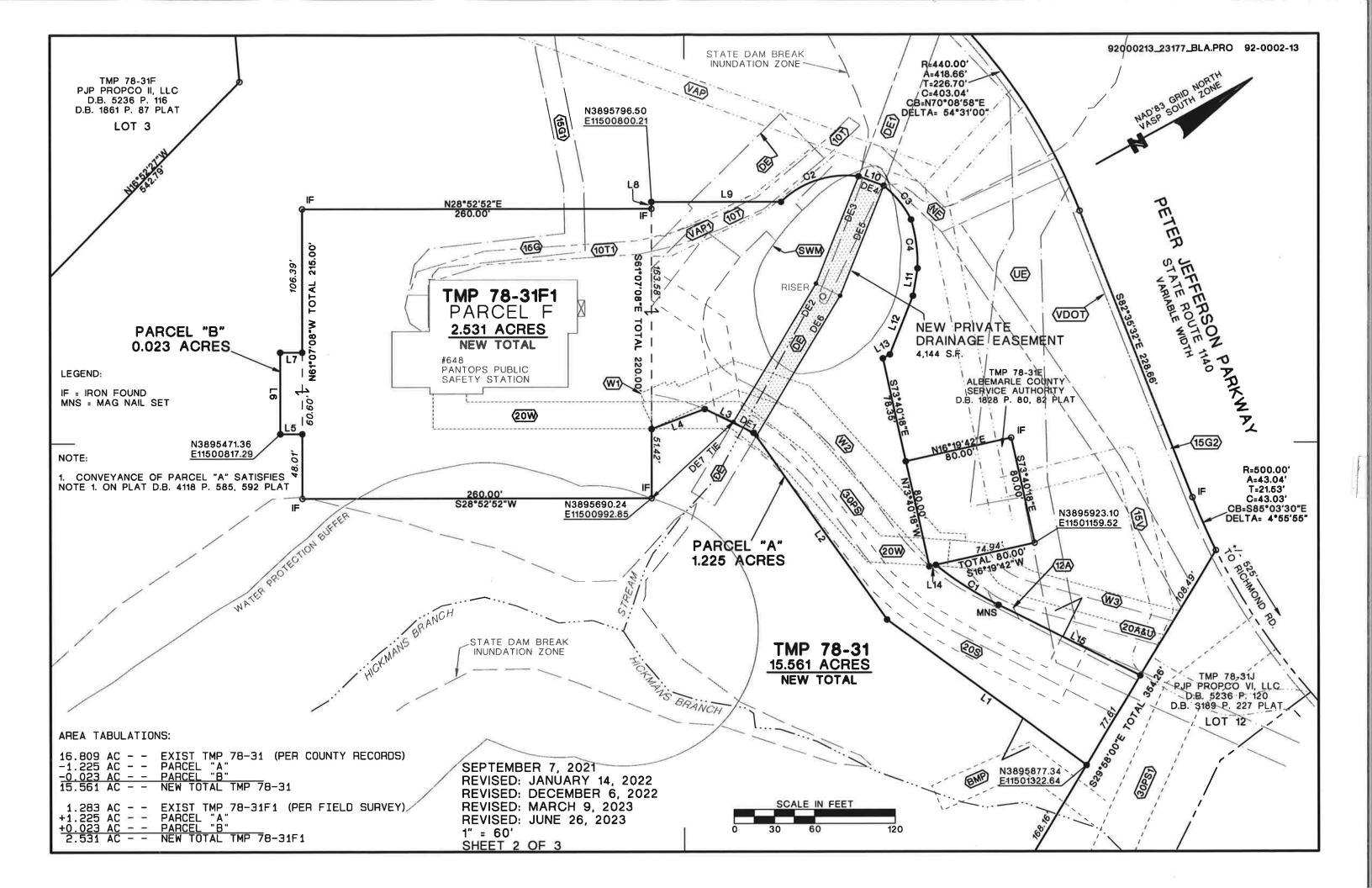
ANY STREAM BUFFER(S) SHOWN HEREON SHALL BE MANAGED IN ACCORDANCE WITH THE WATER PROTECTION ORDINANCE OF ALBEMARLE COUNTY.

TAX MAP 78 PARCELS 31 & 31F1 LAY IN AN AREA DESIGNATED AS ZONE X (UNSHADED) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)AS SHOWN ON FIRM COMMUNITY PANEL 51003CO289D & 51003CO295D BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. DATED: FEBRUARY 4, 2005

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

SOME EASEMENTS OTHER THAN THOSE SHOWN HEREON

UNDER CURRENT COUNTY POLICY, PUBLIC WATER AND/OR SEWER SERVICE WILL BE AVAILABLE TO THIS PROPERTY.



	EASEMENT LEGEND:				
(20W)	20' ACSA WATERLINE EASEMENT D.B. 4118 P. 585, 592 PLAT		LINE	BEARING	DISTANCE
₩1 >	VARIABLE WIDTH PUBLIC		L1	S64°58'20"W	183.54'
	WATERLINE EASEMENT		L2	S83°19'47"W	170.60'
	D.B. 5020 P. 479		L3	S54°50'00"W	40.49'
4113	VARIABLE WIDTH		L4	S08°10'30"W	41.90'
<u>(W2</u>)	ACSA WATERLINE EASEMENT D.B. 5020 P. 485		L5	S28°52'52"W	16.44'
			L6	N61°07'08"W	60.60'
⟨W3⟩	VARIABLE WIDTH WATER EASEMENT		L7	N28°52'52"E	16.44'
(110)	D.B. 2216 P. 738 PLAT	80	L8 L9	N61°07'08"W N28°52'52"E	5.00' 96.23'
	20' ACSA SANITARY		L10	N49°13'16"E	20.00'
(20S)	SEWER EASEMENT		L11	S51°39'19"E	20.65'
(200)	D.B. 5020 P. 485		L12	S39°34'12"E	46.78'
	D.B. 5071 P. 40		L13	S00°09'04"E	6.04'
(00 4 01)	20' ACCESS AND		L14	N16°19'42"E	5.06'
(20A&U)	UTILITY EASEMENT D.B. 1828 P. 82 PLAT		L15	N55°16'25"E	117.89'
(2.2.5)	30' PRIVATE STREET		1 1845	DEADING	DICTANCE
(30PS)	D.B. 4118 P. 585, 592 PLAT		LINE	BEARING	DISTANCE
	12' ACCESS EASEMENT		DE1 DE2	S59°54′50″W N30°05′10″W	
(12 A)	D.B. 5020 P. 485		DE3	N39°28'50"W	
450	15' GAS LINE EASEMENT		DE4	N49°13′16″E	
(15G)	D.B. 5065 P. 708		DE5	S39°28'12"E	
()	15' GAS LINE EASEMENT		DE6	S30°05'10"E	121.30'
(15G1)	D.B. 5065 P. 698		DE7	N14°10′54″W	82.94'
(10T)	10' TELEPHONE EASEMENT D.B. 5118 P. 9				
(10T1)	10' TELEPHONE EASEMENT D.B. 5118 P. 15		C1 R=250	.00'	
(DE)	DRAINAGE EASEMENT D.B. 4118 P. 585, 592 PLAT		A=55.2 T=27.7 C=55.1	8' 5'	
	STORMWATER MANAGEMENT		CB=N6	1°36'28"E	
(SWM)	EASEMENT		DELTA	\= 12°40′05″	
	D.B. 4118 P. 585, 592 PLAT		° C2		
⟨15∀⟩	APPROX. LOCATION		R=69.4 A=62.8		
(10 4)	15' VEPCO EASEMENT D.B. 3191 P. 202		T=33.7	4'	
			C=60.6 CB=N1	39' 0 ° 47'09″E	
(VDOT)	5' VDOT MAINTENANCE EASEMENT			= 51°49'43"	
<u>(12.0.1)</u>	D.B. 1680 P. 227 PLAT		02		
	REMAINING PORTION OF		C3 R₌77.8	7'	
(15G2)	15' GAS EASEMENT		A=32.6		
	D.B. 1770 P. 66 PLAT		T=16.5 C=32.3		
	VARIABLE WIDTH		CB=N7	9°57'51"E	
(BMP)	BMP MAINTENANCE AND ACCESS EASMENT		DELTA	\= 23°59'23"	
	D.B. 3189 P. 229-230 PLAT		C4		
	20' PRIVATE CIRET		R=120.		
(30PS1)	30' PRIVATE STREET D.B. 3192 P. 343, 349 PLAT		A=36.6 T=18.4		
	•		C=36.	51'	
(UE)	VARIABLE WIDTH UTILITY EASEMENT			88°36'15"E \= 17°25'18"	
	D.B. 1828 P. 64 PLAT				
(DE1)	20' DRAINAGE EASEMENT D.B. 1861 P. 91 PLAT				
(NE)	APPROX. LOCATION NTELOS ESMT D.B. 3241 P. 620				
VAP	APPROX. LOCATION VA POWER EASEMENT D.B. 1937 P. 170	(VAP1)	APPROX. LOCATION EASEMENT D.B. 19		

DEVELOPMENT COMPANY LC ADDRESS: P.O. BOX 5386 CHARLOTTESVILLE, VA, 22905 TITLE REFERENCES: CHARTER BOOK 17 P. 642 D.B. 4118 P. 592 PLAT D.B. 1673 P. 618 PLAT D.B. 888 P. 304-305 PLAT D.B. 1680 P. 226 PLAT D.B. 1714 P. 549 PLAT D.B. 1828 P. 80 PLAT D.B. 1861 P. 82 PLAT D.B. 1861 P. 84 PLAT D.B. 1861 P. 87 PLAT D.B. 1983 P. 93 PLAT D.B. 2067 P. 529 PLAT D.B. 2126 P. 393 PLAT D.B. 2607 P. 570 PLAT D.B. 2792 P. 200 PLAT D.B. 2977 P. 294 PLAT D.B. 3189 P. 227 PLAT D.B. 1673 P. 600 COVENANTS D.B. 1770 P. 62 CVILLE GAS D.B. 1828 P. 61 UTILITY ESMT. D.B. 1828 P. 71 WATER ESMT. D.B. 1828 P. 80 ESMTS. D.B. 1834 . 673 COVENANTS D.B. 1839 P. 210 AGREEMENT D.B. 1852 P. 459 SWM D.B. 1863 P. 492 VEPCO QUITCLAIM D.B. 1937 P. 165 VEPCO D.B. 1939 P. 654 CFW D.B. 2000 P. 77 ACSA D.B. 2000 P. 82 ACSA D.B. 2084 P. 257 COVENANTS D.B. 2216 P. 734 ESMT. D.B. 2610 P. 7 COVENANTS D.B. 3158 P. 314 CTC OF VA D.B. 3158 P. 322 CTC OF VA D.B. 3191 P. 202 VEPCO D.B. 3241 P. 620 NTELLOS D.B. 3377 P. 42 ACSA D.B. 4121 P. 61 COVENANTS D.B. 4131 P. 122 COVENANTS D.B. 4910 P. 416 VEPCO D.B. 4943 P. 693 VEPCO D.B. 4975 P. 94 VEPCO D.B. 5020 P. 485 ACSA D.B. 5065 P. 698 CVILLE GAS D.B. 5071 P. 40 ACSA D.B. 5118 P. 9 CTC OF VA

TMP 78-31

WORRELL LAND AND

OWNER:

TMP 78-31F1 OWNER: COUNTY OF ALBEMARLE, VIRGINIA

ADDRESS: 401 MCINTIRE RD. CHARLOTTESVILLE, VA, 22902

TITLE REFERENCES:
D.B. 4118 P. 585
D.B. 4118 P. 592 PLAT
D.B. 1673 P. 618 PLAT
D.B. 888 P. 304-305 PLAT
D.B. 4118 P. 594 ACCESS
D.B. 4943 P. 693 VEPCO
D.B. 4975 P. 94 VEPCO
D.B. 5020 P. 485 ACSA
D.B. 5065 P. 698 CVILLE GAS
D.B. 5065 P. 708 CVILLE GAS
D.B. 5065 P. 708 CVILLE GAS
D.B. 5071 P. 40 ACSA
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SEPTEMBER 7, 2021

REVISED: JANUARY 14, 2022 REVISED: DECEMBER 6, 2022 REVISED: MARCH 9, 2023 REVISED: JUNE 26, 2023

1" = 60' SHEET 3 OF 3