PREPARED BY: *Albemarle County Service Authority*
168 Spotnap Road
Charlottesville, VA 22911

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).

This **DEED OF EASEMENT**, made as of this _____day of _____, 2026 by and between **THE COUNTY OF ALBEMARLE**, a political subdivision of the Commonwealth of Virginia (the "County"), Grantor, and the **ALBEMARLE COUNTY SERVICE AUTHORITY** (the "**ACSA**"), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911, Grantee.

WITNESSETH:

WHEREAS County is the owner of the Townwood Drive Right-Of-Way located in Albemarle County, Virginia;

WHEREAS, the ACSA has requested and the County has agreed to grant to the ACSA a permanent utility easement to construct, install, operate, maintain, repair, replace, relocate, and extend water lines and any appurtenances thereto. The location of the easement is more particularly described as follows:

> That certain real property shown and designated as "20' Permanent Utility Easement 22,067 Sq. Ft." as shown on the plat prepared by Dewberry Engineers, Inc. and entitled "PLAT SHOWING WATERLINE EASEMENT ALONG TOWNWOOD DRIVE, Rio District, Albemarle County, Virginia", dated October 8, 2025 (the "Plat"), and attached hereto and recorded herewith.

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 County does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS of TITLE unto the ACSA, its successors and assigns, perpetual utility easements to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend water lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of the County located in

Albemarle County, Virginia as more particularly shown on the Plat, and to access any other adjacent easement held by the ACSA (the "Easement").

PROVIDED HOWEVER, that it is expressly understood and agreed that the ACSA shall not be deemed to have accepted the conveyances 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 the 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.

As part of the Easement, the 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 the water 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 water lines within the Easement. If the ACSA decides in its sole discretion that it is unable reasonably to exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the property of the County.

Whenever it is necessary to excavate earth within the Easement, the 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 the ACSA shall have no obligation to restore permeable pavers, stamped concrete, or similar surfaces within the Easement.

The County, 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.

The Easement provided for herein shall include the right of the 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 water line construction, installation, operation, maintenance, inspection, protection, repair, replacement, relocation, removal, and extension. The ACSA shall have no responsibility to the County, its successors or assigns, to replace or reimburse the cost of said trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions that are removed or otherwise damaged.

The facilities constructed by ACSA within the Easement shall be the property of the 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]

WITNESS the following signature and seal:

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

By: _____(SEAL)
Jeffrey B. Richardson, County Executive

STATE OF VIRGINIA
COUNTY/CITY OF_____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jeffrey B. Richardson, County Executive for the County of Albemarle, Virginia.

_____
Notary Public

My Commission Expires:_____
Registrations number: _____

Approved as to form:

_____
County Attorney