

Prepared by: Frederick W. Payne (VSB #14185)
Payne & Hodous, LLP
414 East Jefferson Street
Charlottesville, Virginia 22902

COPY

Tax Map Parcel ID No.: 09000-00-00-035A0, 09000-00-00-035L0

DEED OF EASEMENT

(for Construction, Landscaping & Grading and for emergency vehicle access)

THIS DEED OF EASEMENT is made as of this 5 day of MARCH, 2019, by and between **JERRY W. MOSS, SR., AND LAURA J. MOSS, husband and wife**, hereinafter collectively **Grantor**, and **JAMES R. MOSS, Grantee**.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Albemarle County, Virginia, identified by Albemarle County Tax Map Parcel ID No. 09000-00-00-035A0, and described as all that certain tract or parcel of land, situated in Albemarle County, Virginia, on the east side of State Route 742, containing 0.895 acres, more or less, as shown and more particularly described on a plat dated September 22, 1978, of record in the Clerk's Office of Albemarle County in Deed Book 780, page 85; and being the same property conveyed to the Grantor by deed of Laura J. Moss, dated March 28, 2003, and recorded in the aforesaid Clerk's Office in Deed Book 2431, page 496; and

WHEREAS, Grantee is the owner of that certain real property (hereinafter the "Grantee Property"), identified by Albemarle County Tax Map Parcel ID No. 09000-00-00-035L0, and described as all that certain lot or parcel of land, with improvements thereon, lying and being situate in Albemarle County, Virginia, shown as Lot 4, Tax Map 90, Parcel 35L, containing 0.9101 acres, as shown on a plat by Gary M. Whelan, Land Surveyor, dated July 12, 2000, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1942, page 341; being the same property conveyed to Grantee by deed of Laura Jean Moss, dated January 15, 2014, of record in the said Clerk's Office in Deed Book 4454, page 577; and

WHEREAS, for the purposes of redeveloping the Grantee Property, Grantee desires an easement for temporary construction, landscaping, and grading and for emergency vehicle access across portions of the Grantor Property; and

WHEREAS, Grantor desires to convey to Grantee such easement on such portions of the Grantor Property that are within the hatched area (hereinafter the "Easement Area") shown on that certain plat prepared by Shimp Engineering PC, dated January 3, 2019, which is attached hereto and incorporated herein as Exhibit A (hereinafter the "Easement Plat").

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, Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto Grantee, its successors and assigns, a non-exclusive easement over the Easement Area (the "Easement"), on the following terms and conditions. Reference is made to the Easement Plat for the exact location and dimensions of the Easement Area as it crosses the Grantor Property.

1. The Easement is for Grantee's use in connection with its construction and development activities on the Grantee Property. Specifically, the Easement is for the construction activities related to the development of the Grantee Property, including minor grading, regrading, sloping, resloping, contouring or recontouring and landscaping of those portions of the Easement Area as necessary for the aforesaid construction and development activities, as well as for access for fire and other emergency vehicles to the Grantee Property.

2. Grantee and its employees, agents, contractors, successors and assigns shall have full and free use of the Easement Area for the purposes named herein and shall have all rights and privileges reasonably necessary for the exercise of this Easement.

3. Grantee shall, at its 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 Grantee and shall otherwise maintain the Easement Area in a good state of repair and in a safe and orderly condition.

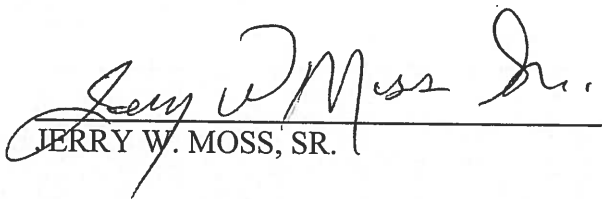
4. Upon completion of the work within the Easement Area, Grantee, at its sole expense, shall (a) remove all of its construction and associated debris generated by or at the

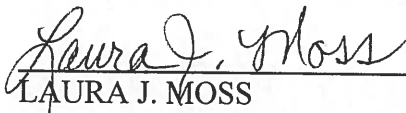
direction of Grantee during the construction period, (b) restore the Easement Area to as close to its original condition as is reasonably possible under the terms of this Deed of Easement, as applicable, and (c) continue to maintain the easement so that it is safe and convenient for emergency vehicles at all times except in severe temporary weather conditions.

5. This Easement and any rights hereunder shall be appurtenant to and shall run with the Grantee Property.

6. Grantee shall indemnify and hold 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 Grantee, its agents, servants, employees and/or contractors. Notwithstanding anything herein to the contrary, Grantee shall not indemnify or hold 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 Grantor or its agents, servants, employees and/or contractors.

WITNESS the following signatures and seals:

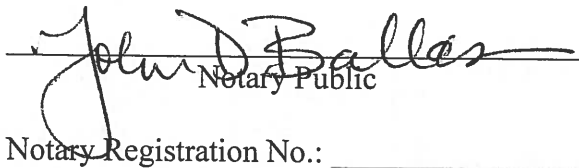
 (SEAL)
JERRY W. MOSS, SR.

 (SEAL)
LAURA J. MOSS

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

The foregoing instrument was acknowledged before me this 5 day of March, 2019 by **JERRY W. MOSS, SR.**, and **LAURA J. MOSS**.

My commission expires: 6/30/2022.

 Notary Public
Notary Registration No.: _____

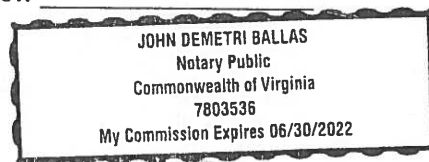


EXHIBIT A

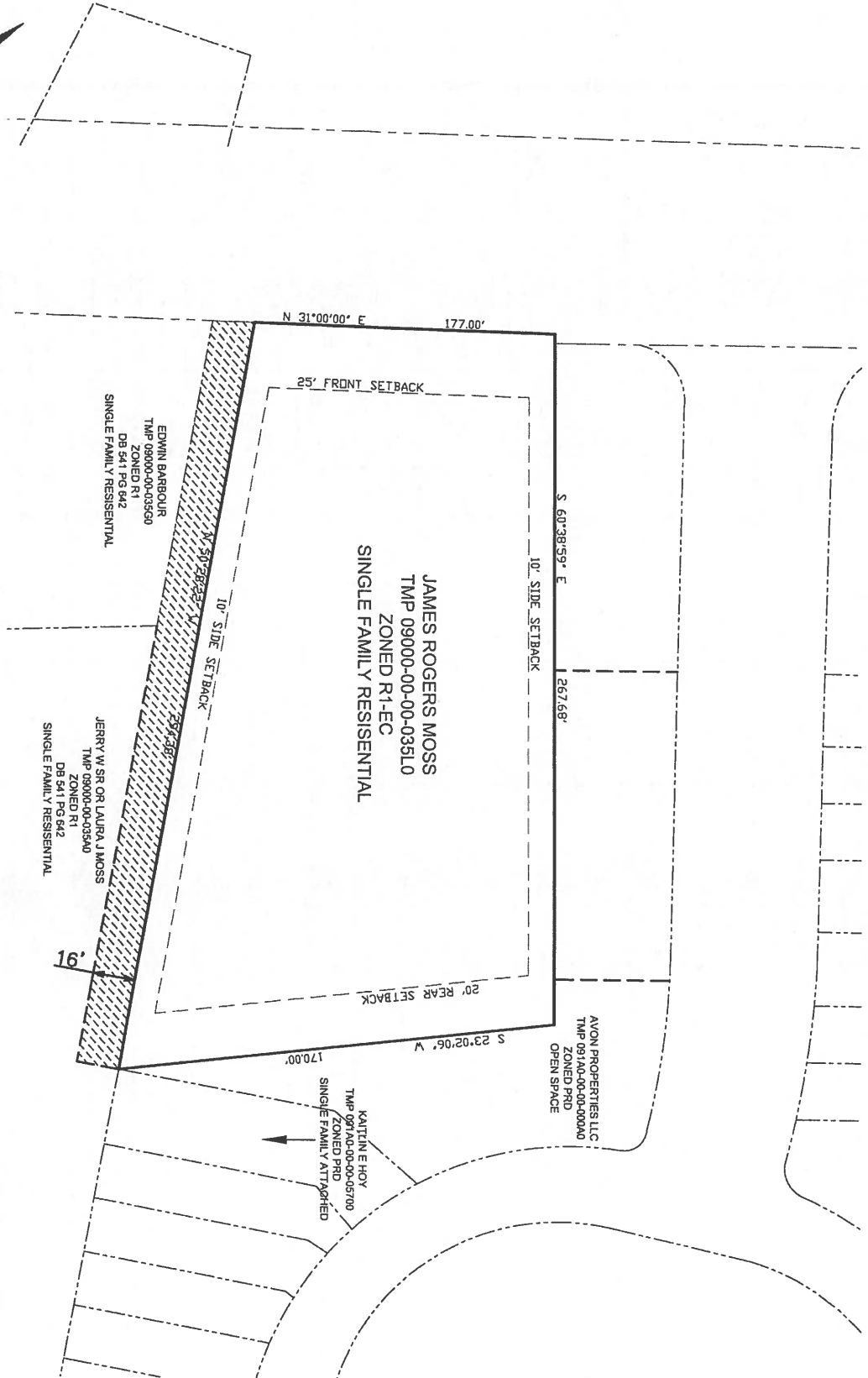


EXHIBIT SHOWING 16' EASEMENT ON TM 90 Par 35A:
PROVIDING EMERGENCY ACCESS, LANDSCAPE PLANTING AND
MAINTENANCE, and CONSTRUCTION ACCESS FOR TM 90 Par 35L

PREPARED BY:
Shimp Engineering PC
January 3, 2019