

TMP 09100-00-00-01000
PREPARED BY: Flora Pettit PC

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 _____, 2025 by and between **COUNTY OF ALBEMARLE (“Grantor”)**, a political subdivision of the Commonwealth of Virginia, and the **ALBEMARLE COUNTY SERVICE AUTHORITY** (the **“ACSA”**), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911, Grantee.

WITNESSETH:

WHEREAS Grantor is the owner of real property located in Albemarle County, Virginia, acquired by deed of **BARGAIN and SALE**, dated November 10, 2000, and recorded in the Clerk’s Office of the Circuit Court of Albemarle County (the “Clerk’s Office”) at Deed Book 1979, page 44;

WHEREAS Grantor has agreed to grant to the ACSA a permanent water line easement to construct, install, operate, maintain, repair, replace, relocate, and extend such line and any appurtenances thereto. These easements are shown on the plat attached hereto and recorded herewith entitled “Plat Showing ACSA Water Line Easement across the Land of County of Albemarle Tax Map Parcel 91-10, Scottsville Magisterial District, Albemarle County, Virginia,” dated March 17, 2025, last revised April 11, 2025, and prepared by Timmons Group (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 GENERAL WARRANTY and ENGLISH COVENANTS of TITLE** unto the 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 water 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 the ACSA, the location of the easement hereby granted and the boundaries of the property being more particularly described on the Plat as “30’ ACSA Water Line Easement” (the “Easement”); PROVIDED HOWEVER, that it is expressly understood and agreed that the 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 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 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 Grantor adjacent.

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.

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.

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 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 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:

GRANTOR:

COUNTY OF ALBEMARLE, VIRGINIA

_____(SEAL)
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantor.

Notary Public

My Commission Expires: _____

Approved as to form:

County Attorney