



**ALBEMARLE COUNTY
CONSERVATION EASEMENT AUTHORITY**

**RESOLUTION APPROVING DRIVEWAY PLAN FOR RAGGED MOUNTAIN
RURAL PRESERVATION DEVELOPMENT PRESERVATION TRACT A19**

WHEREAS, this Authority approved and accepted with the County of Albemarle, Virginia, open space Deeds of Easement over Lot A19 (Albemarle Tax Map Parcel ID 07400-00-00-005B8) and Lot B20 (Albemarle Tax Map Parcel ID 07400-00-00-005D9) of the Ragged Mountain Farm Rural Preservation Development, said deeds dated August 18, 2006, and recorded respectively in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3278, page 319 (Instrument No. 2006-00014628) and in Deed Book 3278, page 307 (Instrument No. 2006-00014627)(“the Deeds”).

WHEREAS, the current owner proposes to build a shared driveway across Lot A19 from Taylors Gap Road in general accord with the attached draft Deed of Easement and Driveway Maintenance Agreement, including Exhibit A and B attached thereto, to serve Lot A19 and Lot B20, which is also a preservation tract under an open space easement, and a spur driveway from the shared driveway to serve the building site on Lot A19 also in general accord with Exhibit B attached hereto.

WHEREAS, Section 2(B)(4) of both Deeds permits the construction, installation, location, or placement of “driveways” on Lot A19 “provided they are consistent with this Easement.”

WHEREAS, the current owner is willing to construct the driveways according to the conditions contained in the referenced and attached draft Deed of Easement and Driveway Maintenance Agreement.

WHEREAS, this Authority finds that the proposed driveways on Lot A19 and Lot B20 as described in the draft Deed of Easement and Driveway Maintenance Agreement with attached Exhibits are consistent with the provisions of the respective Deeds on the condition that the driveways approved in the original subdivision plats for Lots A19 and B20 are abandoned and not to be built.

NOW, THEREFORE, BE IT RESOLVED, on this date, August 8, 2024, that the Authority approves the construction and installation of the shared driveway across Lot A19 and Lot B20 as proposed and the construction and installation of a spur driveway to serve Lot A19’s building site as proposed.

* * * * *

MOTION

I move the Albemarle Conservation Easement Authority to approve this Resolution as amended.

* * * *

[Vote Certification Follows]

I, Scott Clark, Secretary, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Albemarle County Conservation Easement Authority by a vote of 6 to 0 as recorded below, at a meeting held on August 8, 2024.



Scott Clark
Secretary

	<u>Yes</u>	<u>No</u>
Dir. Fennell	<u>_x_</u>	___
Dir. Taylor	___	___ [Absent]
Dir. Buttrick	___	___ [Absent]
Dir. Emery	___	___ [Absent]
Dir. Emmitt	<u>_x_</u>	___
Dir. Merrick	<u>_x_</u>	___
Dir. Izard	<u>_x_</u>	___
Dir. Moses	<u>_x_</u>	___
Dir. Moore	<u>_x_</u>	___

PREPARED BY BRIAN S. JOHNSON VSB #74484
WOODS ROGERS VANDEVENTER BLACK PLC
TAX MAP: T.M. 74-5B8; T.M. 74-5D9
TITLE UNDERWRITER: No title search was conducted in connection with this conveyance

THIS DEED OF EASEMENT AND DRIVEWAY MAINTENANCE AGREEMENT is made and entered into this ___ day of _____, 2024, by and between PORTOFINO, LLC, as Grantor, whose address is 819 Blue Crab Road, Newport News VA 23606, and PORTOFINO, LLC, as Grantee, whose address is 819 Blue Crab Road, Newport News VA 23606,

W I T N E S S E T H:

WHEREAS, Grantor is the owner of a 84.79 acre parcel of land, more or less, in Albemarle County, Virginia (the "Grantor Parcel"), being more particularly described as Lot A19 in that certain deed of contribution dated June 21, 2012 and recorded on July 6, 2012 in the records of the Albemarle County Circuit Court in Deed Book 4197, Page 548 (the "Vesting Deed"); and

WHEREAS, Grantee is the owner of a 100.22 acre parcel of land, more or less, situated in Albemarle County, Virginia (the "Grantee Parcel"), being more particular described as Lot B20 in the Vesting Deed; and

WHEREAS, the parties hereto wish to establish for the benefit of the Grantee Parcel a 30 foot wide non-exclusive right of way and private driveway easement for ingress and egress, over and across a portion of the Grantor Parcel (the "Easement Area"), as further shown on the schematic attached hereto as Exhibit A; and

WHEREAS, the parties hereto wish to contractually agree as to the manner in which any driveway constructed within Easement Area shall be constructed and thereafter maintained;

NOW THEREFORE, the Grantor does hereby GRANT and CONVEY unto the Grantee, and

to Grantee's successors and assigns, a 30 foot wide non-exclusive right of way and private driveway easement for ingress, egress, over and across a portion of the Grantor Parcel, all as further shown on the schematic attached hereto as Exhibit A. Grantee shall be permitted to construct a driveway within the Easement Area (together with related grading and tree removal within the Easement Area in order to construct such a driveway), and shall further be permitted to install a mailbox, residential signage, landscaping and decorative fencing within that portion of the Easement Area that is adjacent to Taylor's Gap Road. Use of the driveway for construction activities on the Grantee Parcel shall be permitted. The exact location of the Easement Area shall be subject to modification at the time of driveway construction as necessitated by topography, soil conditions and similar matters that would have a materially adverse effect on Grantee's ability to construct a driveway within the Easement Area at a commercially reasonable cost; provided, however, that the location of the Easement Area shall remain in general compliance with its location identified on the attached Exhibit A. Any such modification to the Easement Area shall be reflected in a recorded amendment to this Deed of Easement. No parking of vehicles shall be permitted in the Easement Area at any time. The use of any driveway constructed within the Easement Area shall be for the Grantee and the Grantee's guests and invitees.

The driveway built within the Easement Area shall not exceed the following minimum standards allowed under Section 4.6.6(b) of the Albemarle County Code, including the following requirements: (1) the driveway shall not exceed a 16 percent (16%) grade; (2) the driveway shall extend to within fifty (50) feet of each dwelling unit that is constructed on the Grantee Parcel; and (3) the driveway shall include a rectangular zone adjacent to the driveway that is clear of all obstructions, including any structures and vegetation, that is at least ten (10) feet in width and

fourteen (14) feet in height.

The surface of the driveway shall be a maximum of twelve (12) feet in width (which the parties hereto agree is in excess of the Albemarle County minimum requirement of ten (10) feet in width). The driveway surface shall be constructed with permeable materials within the hash-marked area shown on Exhibit B. With the exception that if a slope within the hash-marked area shown on Exhibit B is greater than ten percent (10%), impervious materials may be used in order to ensure safe vehicular travel. Any areas outside of the hash-marked area shown on Exhibit B may be constructed with impervious materials.

The initial cost to construct a driveway and any related improvements within the Easement Area shall be borne by the Grantee as the owner of the Grantee Parcel, and the commencement of construction shall be at Grantee's election. In the event that Grantor desires for a driveway to be built in the Easement Area for its own use prior to the election by Grantee to commence construction of a driveway, then Grantor shall bear the cost for such construction activities (absent a written agreement between Grantor and Grantee that apportions such costs between the parties).

Grantee shall bear all of the cost of maintenance, repairs or further improvements to the driveway within the Easement Area until such time as a building permit is issued by Albemarle County, Virginia for the construction of a residence (or similar structure) on the Grantor Parcel; thereafter, the cost of maintenance, repairs or further improvements to that portion of the driveway within the Easement Area that may be utilized by Grantor to reach the site upon which the Grantor's residence will be constructed shall be borne equally by Grantee (as the owner of the Grantee Parcel) and Grantor (as the owner of the Grantor Parcel), and Grantee shall remain solely responsible for the cost of maintenance, repairs or further improvements to the remaining portion of the driveway within

the Easement Area.

Any party causing damage to the driveway within the Easement Area through negligence on their part, or others for them, or on their own behalf, shall be wholly responsible for any damage resulting from such negligence.

Grantor and Grantee shall determine by mutual agreement, from time-to-time, the standards to which any driveway in the Easement Area shall be maintained or improved; provided, however, that the minimum standard shall be that the driveway is maintained in such condition that it is passable at all times for ordinary use by passenger vehicles, excepting only severe, temporary conditions such as snow or ice. Periodic removal of ice and snow shall be deemed to be maintenance. In making any decisions regarding maintenance for which Grantor and Grantee would share equally in the cost thereof, the party believing maintenance or improvements are required shall provide written notice to the other party of the desired work and the itemized costs for such work. Any such maintenance or improvements for which the cost thereof would be shared by Grantor and Grantee shall require the prior written approval of Grantor and Grantee. Each notice of a proposal for maintenance or improvements shall be presumed to have been delivered if it shall be mailed, by first class mail, postage prepaid, to the party to whom it is addressed at the address listed in the Office of the Commissioner of Revenue of Albemarle County for such party for real estate tax purposes. Failure of any party to respond to such notice within thirty (30) days shall be deemed consent to the requested work in the notice. If any party shall fail to pay its proportionate share of the costs of maintenance for which it is responsible, then the other party hereto may bring an action at law against the party who has failed to pay its proportionate share. The amount due by any delinquent party shall bear interest at the judgment rate provided by law from the date of completion of the

maintenance, and the delinquent party shall be liable for all costs of collection, including, but not limited to, reasonable attorney's fees.

The aforesaid easement shall run with the land, be of perpetual duration, and shall be binding on Grantor and Grantor's respective successors in title. The recitals contained herein are incorporated as a substantive part of this Deed of Easement.

NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO CERTIFICATION AS TO STATUS OF TITLE IS MADE BY ATTORNEY PREPARING THIS DEED OF EASEMENT.

WITNESS the following signature and seal:

Portofino, LLC

By: _____ (SEAL)

Name: James T. Fang

Title: _____

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

The foregoing Deed of Easement was acknowledged before me by James T.Fang in his capacity as the _____ of Portofino, LLC, a Virginia limited liability company, on this the _____ day of _____, 2024.

My commission expires: _____.

Notary Public
ID No. _____

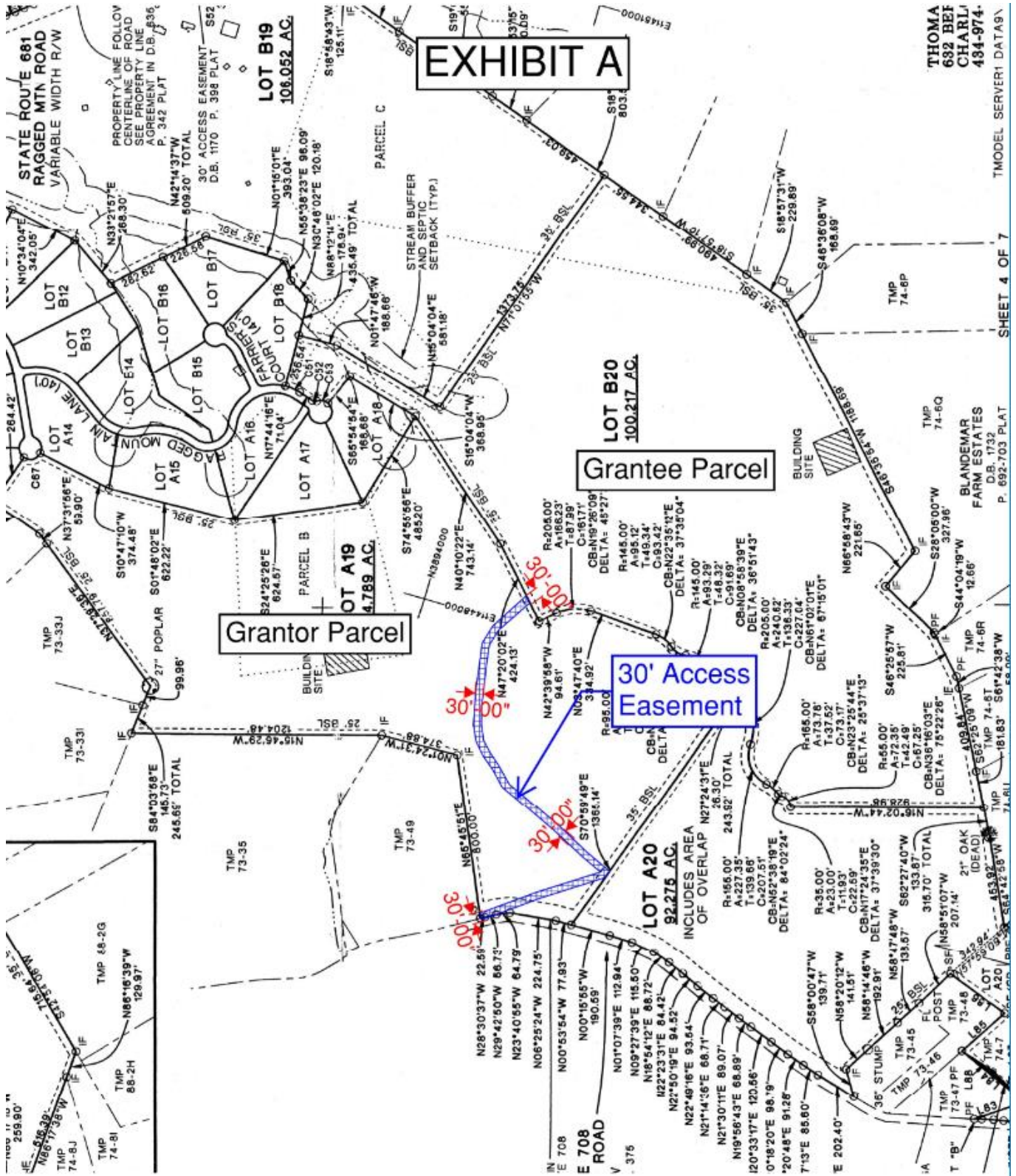


EXHIBIT B

