

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

Parcel ID Number 03900-00-00-00800

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

THIS TEMPORARY CONSTRUCTION DEED OF EASEMENT, dated this 21st day of JUNE, 2017, is by and between **NEPENTHE LAND CORPORATION**, a Virginia corporation (hereinafter, the "Grantor"), and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter, the "Grantee").

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the County a temporary construction easement (the "Easement") on and across Grantor's property, for the construction of improvements on Grantee's Parcel ID Number 03900-00-00-001B1, subject to the following terms and conditions:

1. The Easement area shall be limited to an area of approximately 50 feet to the southwest of the existing enclosure fence, as shown on the attached Exhibit A, including the area from the main road to the back of the existing fenced enclosure.
2. The conveyance of this temporary construction easement and right-of-way includes the right of ingress and egress to the Easement area along and from Buck's Elbow Mountain Road. There shall be no access from the east of the existing enclosure.
3. Upon the County's acceptance and execution of this Deed, the County shall pay the Owner \$5,000 as consideration for this Easement, including access to and from the construction site during construction and restoration.
4. The Grantor makes the Easement area available to the County as is. The County, its employees, agents and contractors enter the Owner's Property at their own risk for the term of the construction.
5. The County shall add the Grantor as an additional insured on its liability insurance policy. The County's liability shall not exceed the limits of its insurance coverage.

6. No trees or shrubs shall be damaged, cut or trimmed.
7. No rocks or boulders shall be moved.
8. The County shall observe and notify its contractors and agents of a 12 miles per hour speed limit for all traffic in order to minimize wear and tear on the road and dust nuisance for homeowners near the road.
9. The County shall properly supervise all of its contractors, shall resolve any complaints from the Grantor regarding contractors in a timely manner, and shall provide the Grantor with the phone numbers for the on-site supervisor and project manager.
10. The County shall be responsible for keeping the work area clean and tidy. Construction materials and litter blown off the property being used by the County shall be cleaned up weekly. If this is not done, the Grantor reserves the right, on 15 days' written notice, to clean the area and charge the county costs incurred plus 20% administrative fee.
11. The County and its contractors shall use one construction lock on the red gate, shall utilize a "gate tag" identifying the contractor when leaving the gate unlocked, shall keep the gate closed at all times and shall be responsible for any damage to the gate and especially the stonework and hand-forged iron hasp.
12. The County and its contractors shall not wander the Grantor's property or sightsee while on the property.
13. The County will be responsible for any loss or damage to the livestock caused by the action of the County or its contractors.
14. This temporary construction easement shall expire upon completion of construction, but no later than November 30, 2018, unless extended by mutual written agreement of the parties.
15. Upon completion of the aforementioned work, the County agrees to return the Owner's Property, including any road bed, ditches, culverts, shoulders and gates used or accessed during construction, to as near original condition as possible.
16. The improvements constructed shall be the property of the Grantee.

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.

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

NEPENTHE LAND CORPORATION

By: [Signature]
Granville G. Valentine, III, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF HENRICO:

The foregoing instrument was acknowledged before me this 21 day of 2017 by Granville G. Valentine, III, President, on behalf of Nepenthe Land Corporation, Grantor.

[Signature]
Notary Public

My Commission Expires: 03/31/2019
Notary Registration No. 339266



Patricia C Mosby
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #339266
My Commission Expires
March 31, 2019

GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Douglas C. Walker
Interim County Executive

**COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Douglas C. Walker, on behalf of the County of Albemarle, Virginia, Grantee.

Notary Public

My Commission Expires: _____
Notary Registration No. _____

Approved as to form:

County Attorney

Exhibit A

BUCKS ELBOW MTN RD

39-1B1

Temporary Construction Easement

Prepared by Albemarle County
Division of Information Services
Map created by Kinsey Blumenthal, June 2017.
Note: The map elements depicted are graphic representations and
are not to be construed or used as a legal description.
This map is for display purposes only.
Parcels shown reflect plats and deeds recorded through
December 31, 2016.

7045 Bucks Elbow Mountain Road



NOTE: This map is intended to show the approximate location and width of the
Riparian Buffer described in the attached Deed of Easement.

