

AGREEMENT TO GRANT EASEMENTS

This AGREEMENT TO GRANT EASEMENTS (this “Agreement”) is made and entered into as of _____, 2016, by and among the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), EAST RIVANNA VOLUNTEER FIRE CO., INCORPORATED, a Virginia corporation (the “ERVFC”); and collectively with the County, the “Owner”) and RIVANNA VILLAGE LLC, a Virginia limited liability company (the “Developer”), and, and recites and provides as follows:

RECITALS:

A. Owner is the owner of a parcel of land (the “ERVFC Property”) located in the Scottsville District, Albemarle County, Virginia, currently identified by Tax Map Parcel No. 093A1-00-00-00200, as further shown on a Plat of Roudabush, Gale & Associates, Inc., entitled “Easement Plat TMP 093A1-00-00-00-00200 Property of East Rivanna Volunteer Fire Co., Incorporated, Scottsville District, Albemarle County, Virginia”, dated July 30, 2015, last revised February 2, 2016, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Plat”).

B. Developer is the owner of thirteen parcels of land (collectively, the “Rivanna Village Property”) located in the Scottsville District, Albemarle County, Virginia, in the vicinity of the ERVFC Property, and currently identified by Tax Map Parcel Nos. 07900-00-00-025A0, 08000-00-00-04600, 08000-00-00-046A0, 08000-00-00-046C0, 08000-00-00-046D0, 08000-00-00-046E0, 08000-00-00-05000, 08000-00-00-05100, 08000-00-00-05200, 08000-00-00-052A0, 08000-00-00-055A0, 093A1-00-00-00300, and 093A1-00-00-00400, as shown in part on the Plat.

C. In connection with Developer’s plans to develop the Rivanna Village Property as a residential and commercial development (the “Development”), Developer has asked, and Owner has agreed, to grant certain easements, subject to the terms and conditions of this Agreement.

AGREEMENT:

Now therefore, for and in consideration of the above-referenced premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Recitals. The Recitals above are hereby incorporated into the terms of this Agreement.

2. Easements. Owner agrees to grant and convey to Developer as of the date hereof (i) a twenty-foot temporary construction, and grading, drainage, and landscaping easement along the northern, eastern and southern boundaries of the ERVFC Property, and (ii) a sixty-foot temporary construction, and grading, drainage, stormwater management, trails and landscaping easement along the western boundary of the ERVFC Property, pursuant to an easement

agreement in the form annexed hereto as Exhibit B.

3. Developer's Covenants. Developer covenants as follows:

- (a) Developer shall, at its sole cost and expense, cause the ERVFC Property to be connected to the public sewer system serving the Rivanna Village Property as soon as reasonably practicable after such system has been constructed and is fully operational, and is within 800 feet of the ERVFC Property.
- (b) Developer shall, at its sole cost and expense, cause the ERVFC Property to be connected to the public water system serving the Rivanna Village Property as soon as reasonably practicable after such system has been constructed and is fully operational.
- (c) Promptly upon the execution of this Agreement, Developer shall donate Twenty-Five Thousand Dollars (\$25,000) to the ERVFC to be used to purchase an all-terrain utility vehicle designed and outfitted to serve as an emergency vehicle, and, to the extent that any surplus is available after such purchase, to cover the costs of upgrading and detailing the vehicle in ERVFC's sole discretion.
- (d) Contemporaneously with the resurfacing of Steamer Drive in connection with the Development, Developer shall, at its sole cost and expense, cause the two existing asphalt parking lots on the ERVFC Property to be resurfaced. In the event that the cost of completing the resurfacing work on the ERVFC Property is less than Fifty Thousand Dollars (\$50,000), the difference between such cost and Fifty Thousand Dollars (\$50,000) shall be used for exterior renovations to the building on the ERVFC Property, reasonably acceptable to Owner and Developer. In the event that the cost of the resurfacing work on the ERVFC Property exceeds Fifty Thousand Dollars (\$50,000), Developer shall cover the total cost of such resurfacing work.
- (e) Developer shall coordinate with ERVFC on site plan design issues that affect the ERVFC Property to ensure continuous access to and from the ERVFC Property, ensure that drainage plans are appropriately designed, and address other design issues. Such obligation shall include (i) providing ERVFC a draft copy of any site plan that involves the ERVFC Property, and a reasonable period to review and comment on any such plan; and (ii) prior to commencing construction of the Development, providing ERVFC with a detailed construction coordination plan demonstrating how it will provide continuous ingress and egress to the ERVFC Property during construction.

4. Cooperation. The parties agree to do and take such further and additional acts and actions and to execute, acknowledge, and deliver such further and additional documents, instruments and writing which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

5. Miscellaneous.

A. Binding Effect. The obligations of this Agreement shall be binding upon the parties hereto, their respective successors and permitted assigns.

B. Notices. Notices under this Agreement shall be sent by (a) registered or certified mail, return receipt requested, (b) hand delivery, or (c) overnight mail service, addressed as follows:

Developer: Rivanna Village LLC
314 East Water Street
Charlottesville, VA 22902

With a copy to: Valerie W. Long, Esq.
Williams Mullen
321 East Main Street
Suite 400
Charlottesville, VA 22902

ERVFC: East Rivanna Volunteer Fire Co., Incorporated
c/o Board of Directors
3501 Steamer Drive
Keswick, Virginia 22947

With a copy to: Rick Carter, Esq.
Zunka, Milnor & Carter, Ltd.
PO Box 1567
Charlottesville, VA 22902

County: County of Albemarle, Virginia
Attn: Office of the County Attorney
401 McIntire Road
Charlottesville, Virginia 22902

Notices shall be deemed received upon delivery or when delivery is refused. Any party to this Agreement may designate a substitute address by notice sent in writing in accordance with the provisions of this Section.

C. Waiver. The parties agree that the failure by any party to insist upon strict observance of any of the terms or conditions of this Agreement at any time shall not be deemed a waiver of such party's right to insist upon strict observance thereafter.

D. Modification. This Agreement may not be modified in any manner except by an instrument in writing executed by the party against which enforcement is sought.

E. Severability. The invalidity or unenforceability of any covenant, agreement term or condition of this Agreement or the application thereof, shall not affect the validity, enforceability or applicability of any other provision in this Agreement.

F. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws or provisions.

G. Relationship of Parties. Nothing herein contained shall be construed to constitute a partnership or joint venture between or among any of the parties to this Agreement.

H. Headings. The headings of the sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

RIVANNA VILLAGE LLC

By:_____

Printed Name:_____

Title:_____

**EAST RIVANNA VOLUNTEER FIRE CO.,
INCORPORATED**

By:_____

Printed Name:_____

Title:_____

COUNTY OF ALBEMARLE, VIRGINIA

By:_____

Thomas C. Foley, County Executive

Approved as to Form:

Albemarle County Attorney

Exhibit A

Plat

[attached]

Exhibit B

Form of Easement Agreement

[attached]