

PREPARED BY:

Albemarle County Attorney's Office
401 McIntire Road, Suite 325
Charlottesville, Virginia 22902

Parcel ID 078G0-00-06-000A0

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

This **DEED OF EASEMENT**, dated this _____ day of _____, 20_____, is by and between the **COUNTY OF ALBEMARLE**, a political subdivision of the Commonwealth of Virginia, Grantor (the "County"); **RIVERSIDE VILLAGE PROPERTIES, INC.**, a Virginia corporation, Additional Grantor; and the **ALBEMARLE COUNTY SERVICE AUTHORITY**, Grantee, whose address is 168 Spotnap Road, Charlottesville, Virginia 22911 (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority has requested and the Grantor has agreed to grant the Authority a sanitary sewer line easement located on the Grantor's property in Albemarle County, Virginia, which easement is shown on the following plat (the "Plat"):

Plat entitled "Easement Plat, Additional ACSA Sanitary Sewer Easement, Block 5 & Block 6, Riverside Village, Rivanna Magisterial District, Albemarle County, Virginia" dated January 30, 2017, and last revised March 13, 2017, prepared by Roger W. Ray & Assoc., Inc., which plat is attached hereto and recorded herewith.

WHEREAS, as shown on the Plat, the proposed easement crosses a portion of the property conveyed to the County by deed recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 4632, page 234 (the "Public Park"); and the County is the fee simple owner of the said property as of the date hereof.

WHEREAS, by deed recorded in said Clerk's Office in Deed Book 4632, page 234, the Additional Grantor reserved unto itself a non-exclusive perpetual non-disturbance and buffer easement along the southeastern boundary of the Public Park (the "Tree Preservation Area").

WHEREAS, the Additional Grantor wishes to join in this Deed of Easement to subject its interest in the Tree Preservation Area to this Deed of Easement.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with SPECIAL WARRANTY OF TITLE unto the Albemarle County Service Authority a perpetual right of way and easement to construct, install, maintain, repair, replace and extend sanitary sewer line(s) consisting of pipes and appurtenances thereto, over, under and across the real property of the Grantor located in the Rivanna Magisterial District of Albemarle County, Virginia, the location and width of the easement hereby granted and the boundary of the properties being more particularly described on the Plat as “Additional ACSA Sanitary Sewer Easement on County of Albemarle, Virginia Property.” Reference is made to the aforesaid Plat for the exact location and dimension of the permanent easement hereby granted and the property over which the same crosses.

The Grantor, its successors and assigns agree that trees, shrubs, fences, buildings, overhangs or other improvements or obstructions, except as provided for below, shall not be placed within the easement conveyed herein. The County shall have the right to construct trails and related improvements (“Park Improvements”) within the easement hereby granted. The Grantor, its successors and/or assigns shall also have the right to construct other utility line(s) within the easement hereby granted, provided that no such line(s) shall be within five (5) feet horizontally of the sewer line(s) installed hereunder.

As a part of this easement, the Authority shall have the right to enter upon the above described properties within the easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending sewer line(s), and appurtenances thereto within such easement,

and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer line(s). If the Authority is unable to reasonably exercise the right of ingress and egress over the right-of-way, the Authority shall have the right of ingress and egress over the property of the owner adjacent to the right-of-way.

Whenever it is necessary to excavate earth within such easement, the Authority agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical 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.

The easement provided for herein shall include the right of the Authority to cut any trees, brush and shrubbery, remove obstructions, not including Park Improvements (without the County's prior written consent), and take other similar action reasonably necessary to provide economical and safe sewer line installation, operation and maintenance. Following the removal of any Park Improvements, the Authority shall replace or restore such Park Improvements at its expense. The Authority shall have no obligation to replace or reimburse to the County the replacement cost of said trees, brush, shrubbery or obstructions, if cut or removed or otherwise damaged. Any and all trees, brush, shrubbery or obstructions cut or removed by the Authority shall be disposed of at the Authority's expense at a location not within the Public Park, unless the County consents in writing to such disposal within the Public Park.

The facilities constructed within the permanent easement shall be the property of the Authority, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the permanent easement as are consistent with the purposes expressed herein.

By joining in this Deed of Easement, the Additional Grantor hereby subjects its interest in the Tree Preservation Area to this Deed of Easement.

SIGNATURE PAGES IMMEDIATELY FOLLOW

WITNESS the following signatures and seals:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Douglas C. Walker, Interim County Executive

APPROVED AS TO FORM:

County Attorney

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____to-wit,

The foregoing instrument was acknowledged before me this ____day of _____
20_____, by Douglas C. Walker, Interim County Executive, on behalf of the County of
Albemarle, Virginia.

Notary Public

My Commission Expires:_____

Commission No.:_____

RIVERSIDE VILLAGE PROPERTIES, INC.

By: _____
Paul B. Manning, President

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

The foregoing instrument was acknowledged before me this ____ day of _____
20_____, by Paul B. Manning, President, on behalf of Riverside Village Properties, Inc.

Notary Public

My Commission Expires:_____

Commission No.:_____

ALBEMARLE COUNTY SERVICE AUTHORITY

By: _____
Gary O'Connell, Executive Director

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

The foregoing instrument was acknowledged before me this ____ day of _____
20_____, by Gary O'Connell, Executive Director of the Albemarle County Service Authority.

Notary Public

My Commission Expires:_____

Commission No.:_____