

TAX MAP #47-16A

SF-38
Revised 9/16
UPC 111733

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes and
fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS DEED, made this 25 day of June, 2021, by and between Martin F. CONNIFF and Adele M. CONNIFF, husband and wife as tenants by the entirety with full rights of survivorship as at common law, and not as tenants in common, Grantor; the COUNTY OF ALBEMARLE, VIRGINIA, (hereinafter ALBEMARLE COUNTY) a political subdivision of the Commonwealth of Virginia, a party of the third part to be indexed as a Grantor; the ALBEMARLE CONSERVATION EASEMENT AUTHORITY (hereinafter the AUTHORITY), a public recreational facilities authority and political subdivision of the Commonwealth of Virginia, a party of the third part to be indexed as a Grantor; and the COMMONWEALTH OF VIRGINIA, acting by and through its Department of Transportation, Grantee,

WITNESSETH: For and in consideration of the sum of \$5,697.00 to be paid by the Grantee to the Grantor on or before the Effective Date, as defined below, effective upon the Effective Date, the Grantor doth hereby grant and convey to the Grantee with, General Warranty and English Covenants of Title, subject to (a) the easement referred to below in favor of Albemarle County and the Authority and all other easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed in easement, which have not expired by a limitation of time contained therein or have not otherwise become ineffective, and (b) the terms, conditions and limitations set forth below, a non-exclusive perpetual right and easement to construct, alter,

operate and maintain the roadside cut and fill slopes and drainage ditches of a public street or highway, including any necessary permitted appurtenances thereto and being subject to and consistent with the attached Construction Design Plan and Cross Sections (hereinafter the Project), over, upon and across the lands and property of the Grantor, the area embracing the easement being situated in the County of Albemarle and described as follows:

Parcel 035

Being as shown on Sheet 4RW of the plans for Route 20, State Highway Project 0020-002-953, R-201, and beginning on the East (right) side of Route 20 N Construction Baseline from the lands now or formerly belonging to Sharon L. Cox-Ponder and Leonard K. Ponder opposite approximate Station 201+70 to a point in the lands of the Grantor opposite Station 204+19.88, and containing 8,553 square feet, more or less.

The source being a portion of the same property acquired by the Landowner by General Warranty Deed from Edgar J Roberts Jr., dated January 10, 2011, and recorded January 11, 2012, in Deed Book 4119, Pages 512-515, in the Clerk's Office of the Circuit Court of Albemarle County.

For a more particular description of the land herein conveyed in easement, reference is made to photocopy of Sheet No. 4RW, showing outlined in GREEN the land conveyed in perpetual easement, which photocopy is hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Page_____, the land herein conveyed in easement hereinafter referred to as the Property.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid Project as they affect their Property have been fully explained to their authorized representative in the presentation made by Bowman Consulting at the April 15, 2021, meeting of the Authority, which Grantee represents was a complete and accurate explanation. The plans for the aforesaid Project as well as all of Grantee's future uses, construction, alteration, operations, and maintenance on the Property subject of this easement are subject and subordinate to ALBEMARLE COUNTY's and the AUTHORITY's perpetual, open-space easement in gross over the lands and Property subject herein by virtue of the Deed of Gift Easement dated February 27,

1992, and recorded with the Clerk of the Albemarle County Circuit Court at Deed Book 1207, page 82 (Instrument Number 199200002217).

In executing the plan and constructing the Project, the Grantee must protect against negative impacts to the wetlands and waters on the Property or on the Grantor's adjoining property by utilizing Best Management Practices to control and prevent erosion. The installation of any impermeable surface on the Property is prohibited. The installation of any type of structure on the Property, including but not limited to guardrails, sidewalks, posts, poles, shelters, and benches, are prohibited with the following exceptions: single-post regulatory, route, or directional signs and the reinstallation of Grantor's fence are permitted. Grantee hereby agrees that upon completion of the Project Grantor may reinstall its fence in a location as close as reasonably practical to its present location, such location to be discussed in good faith by Grantee and Grantor, but in any event Grantee agrees that it will agree to a location that is consistent with the preservation of the architectural significance and historical character of the structures on Grantor's adjoining property and their setting, as required by the foregoing easement in favor of Albemarle County and the Authority. All disturbed, filled, and graded ground on the Property must be repaired only with a vegetative ground cover. Grantee must repair any damage to the Property that occurs as a result of and during the course of the Project work and must restore the site and the Property to its condition prior to the start of the Project work consistent with the Project design and plans, this Deed, and the terms of the Deed of Gift Easement dated February 27, 1992, and recorded with the Clerk of the Albemarle County Circuit Court at Deed Book 1207, page 82 (Instrument Number 199200002217).

Grantee is solely responsible for maintaining and only permitted to maintain the Property at the standard, condition, and appearance of the Property at the close of the Project. Such maintenance must be consistent with this Deed and the terms of the Deed of Gift Easement dated February 27, 1992, and recorded with the Clerk of the Albemarle County Circuit Court at Deed

Book 1207, page 82 (Instrument Number 199200002217). Any future alteration to or improvement of the Property by the Grantee that will deviate or might be expected to deviate in any respect with the plan and Project design must first be reviewed and approved by the Grantor and the parties of the third part, ALBEMARLE COUNTY and the AUTHORITY. Grantee hereby agrees that upon completion of the Project Grantor shall have the right to use and enjoy the Property, including without limitation the right to mow, pick up trash and other activities to preserve the historical and scenic character of the Property, except when such use shall materially interfere with the rights granted to Grantee under this easement.

ALBEMARLE COUNTY and the AUTHORITY hereby consent to this easement.

The Grantor covenants and agrees for themselves, their successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for the easement, and for damages to the value of the lands of the Grantor not encumbered by such easement, if any, which may result by reason of the use to which the Grantee will put the same.


Notwithstanding the foregoing, Grantee shall require its Contractor to purchase and maintain through the duration of the Contract Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of \$1,000,000 per occurrence with an aggregate of \$2,000,000 to cover all claims and loss arising from or in any respect related to any exercise of or use of the easement by Grantee or any contractor or subcontractor at any tier with respect to the Project. Grantee shall also require any contractor retained by Grantee to maintain the Property thereafter to purchase and maintain such insurance in such amounts for the duration of its contract with Grantee. Grantor and its successors and assigns shall be entitled to specific performance of Grantee's obligations under this easement and to such other injunctive or other equitable relief as may be granted by a court of competent jurisdiction. Albemarle County and the Authority shall

have the benefit of the foregoing obligations of Grantee as third-party beneficiaries of this provision.

"Effective Date" as used herein shall mean the date on which Grantee shall provide notice to Grantor, Albemarle County and the Authority that all conditions to the commencement of work on the Project have been met and that work on the Project has in fact commenced. Following the Effective Date, Grantor shall remove its fence on the Property upon not less than 14 days' notice from Grantee of the date by which Grantor's fence on the Property shall be removed. If the Effective Date shall have not occurred on or before six months after June 1, 2021, this Deed of Easement shall terminate and be of no further force and effect. If the Effective Date shall have occurred, but State Highway Project 0020-002-953, RW-201 shall not have been completed and placed in service on or before twelve months following the currently scheduled completion date of April 30, 2022 for the Project, Grantee shall promptly restore the site and Property to its condition and appearance prior to the start of the Project work and thereupon this easement shall terminate and be of no further force and effect.

SIGNATURES ON FOLLOWING PAGE

WITNESS the following signatures and seals:

 (SEAL)
Martin F. Conniff

COMMONWEALTH OF VIRGINIA

COUNTY OF Albemarle

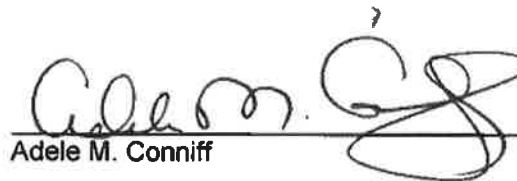
The foregoing instrument was acknowledged before me this 25 day of June, 2021, by
Martin F. Conniff.

My commission expires: 3/31/2023

Notary Registration No.: 7626542




Notary Public

 (SEAL)
Adele M. Conniff

COMMONWEALTH OF VIRGINIA

COUNTY OF Albemarle

The foregoing instrument was acknowledged before me this 25 day of June, 2021, by
Adele M. Conniff.

My commission expires: 3/31/2023

Notary Registration No.: 7626542



 (SEAL)
Notary Public

COUNTY OF ALBEMARLE, VIRGINIA

BY:

Jeffrey Richardson
County Executive

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by
Jeffrey Richardson, County Executive.

My commission expires:
Notary Registration Number:

Notary Public

Approved as to Form:

County Attorney

ALBEMARLE CONSERVATION EASEMENT AUTHORITY

BY:




Jay Fennell
Chair

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of July 2021, by
Jay Fennell, Chair of the Board of Directors for the Albemarle Conservation Easement Authority.

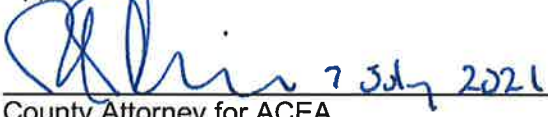
My commission expires: 1/31/2022
Notary Registration Number: 260220



Notary Public



Approved as to Form:



County Attorney for ACEA

LEGEND

LEGEND

-
- Fig. 1. Schematic diagram of the experimental setup for the cross section of a polymer film.

1. STD COMB CURB & GUTTER VDOT CG-6
2. STD COMB CURB & GUTTER VDOT CG-7
3. STD COMB CURB & GUTTER VDOT CG-8
4. STANDARD GUTTER VDOT CG-20
5. VDOT STD GUTTERAL, GR-MOSS
6. VDOT STD GUTTERAL, TERMINAL GR-MOSS
7. REMOVAL OF EXISTING PAVEMENT
8. REMOVAL OF EXISTING PIPE
9. CONCRETE TRUCK ASPHALT VDOT PR-2
10. STD COMB CURB & GUTTER VDOT CG-7
11. STD COMB CURB & GUTTER VDOT CG-7
12. VDOT STD GUTTERAL, TERMINAL GR-MOSS
13. STANDARD GUTTER VDOT CG-20
14. STANDARD GUTTER VDOT CG-20
15. DESCRIBING OF ROADWAY

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

[illegible]

DB 1207 PG 69 (LOT 1) PLAT
3.48 AC.
TAX MAP= 63-31A

REFERENCES

REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Profiles	4A, 4A(1)
Drainage Detail	4B
E85C (7A, 1A, 1B)	4C, 4D
Constr. Sitework	4E
Typical Sections	2A(1A7)
Storm Sewer Profiles	2B(1A2)
Stormwater Management Details	2B(5), 2B(7)
Utility Closures	3
Signage & Pole-Mounting	6A(1)

PROJECT: VA-20-002-953, PLOI 4411
SHEET NO. 4411
DATE: 04/29/2020
DRAWN BY: J. B. JENNISON
CHECKED BY: J. B. JENNISON
APPROVED BY: J. B. JENNISON
SUBMITTER: VA-20-002-953, PLOI 4411

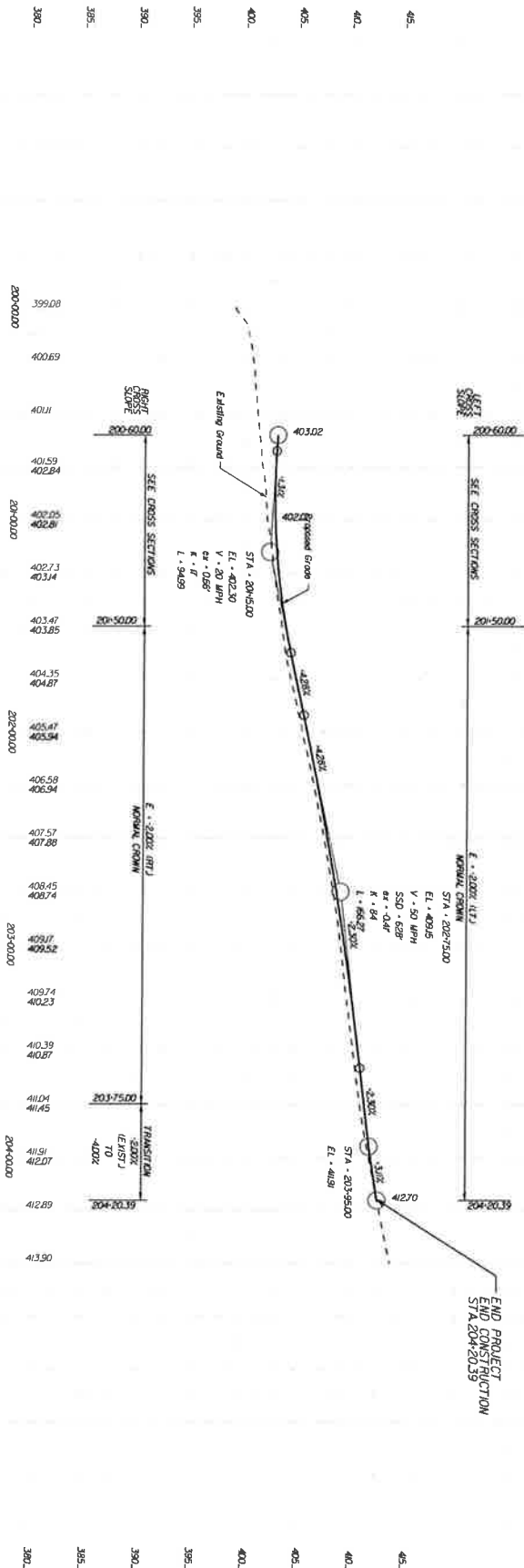
ROUTE 20 NORTH PROFILE



DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
NECESSARY BY THE DEPARTMENT

DATE	BY	REVISION
04/29/2020	J. B. JENNISON	0020-002-953, PLOI 4411

NOTE:
END ROAD/ROUTE TIE-IN GRADING AT STA 20+50.00
GRADING PLAN ON SHEET 44 FOR DETAILS



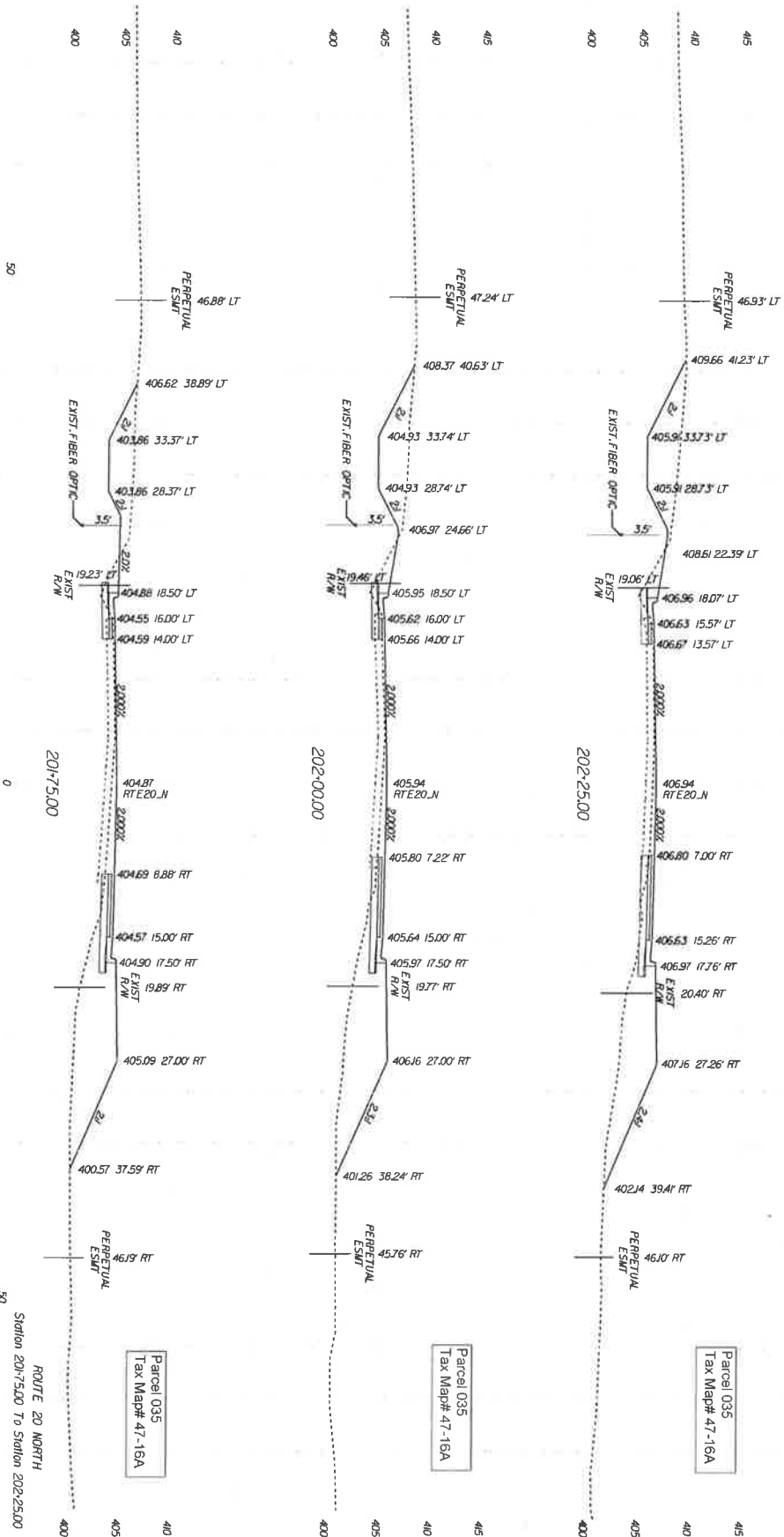
PROJECT: 0020-002-953
SHEET NO: 4411

SCALE 1 IN. = 5 FT

DECISION FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

STATE		COUNTY		JULY 11
MONTH	YEAR	PRECINCT		
VA	20	0020-002-953.C-501		8

NOTE: CONTRACTOR MAY USE EXCESS FILL MATERIAL AS NEEDED TO FILL SLOPES TO LIMITS SHOWN FROM STA. 202+00 TO 204+00

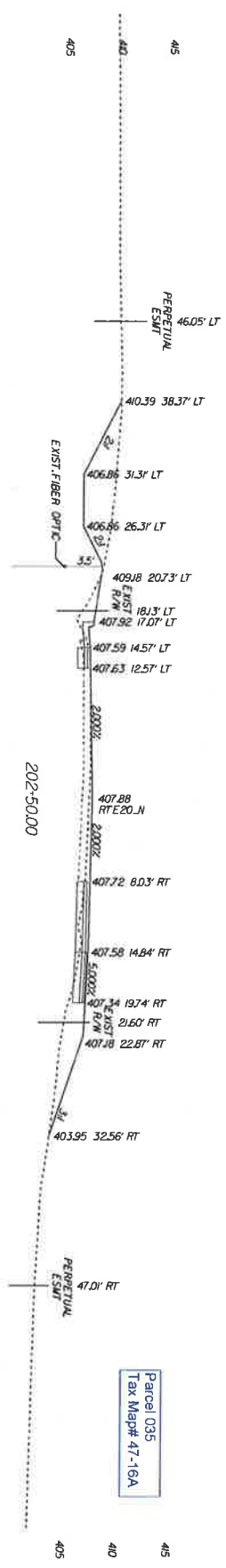
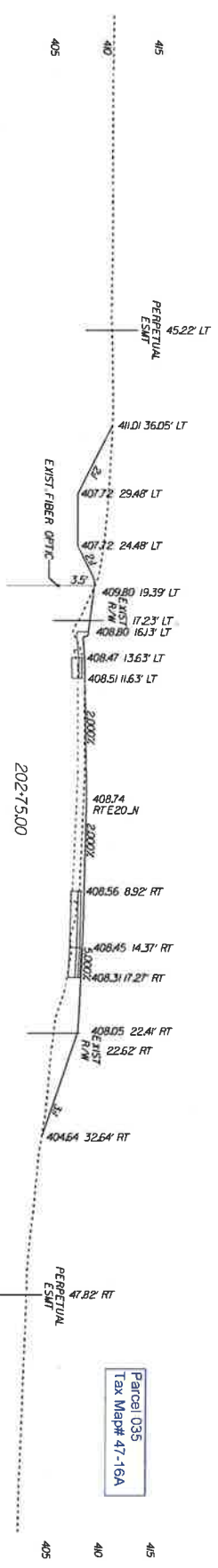
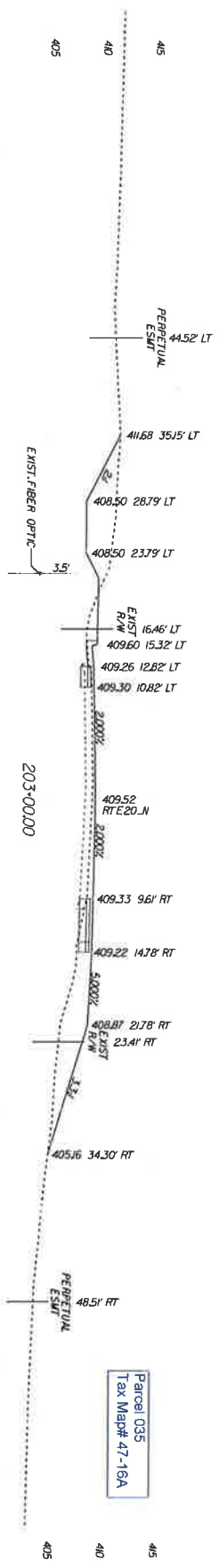


PROJECT: WARDEN ROAD, STATION 202+00.00 TO 203+00.00, UPPER PORTION
 DRAWN BY: DATE: 06/08/2017
 CHECKED BY: DATE: 06/08/2017
 DESIGNED BY: DATE: 06/08/2017

CROSS SECTIONS SCALE: 1" = 5' FT

NOTES: CONTRACTOR MAY USE EXCESS FILL MATERIAL AS NEEDED TO FILL SLOPES TO LIMITS SHOWN FROM STA. 202+00 TO 204+00.

STATE	COUNTY	PROJECT	SHEET NO.
VA	20	0020-002-953-C-501	9



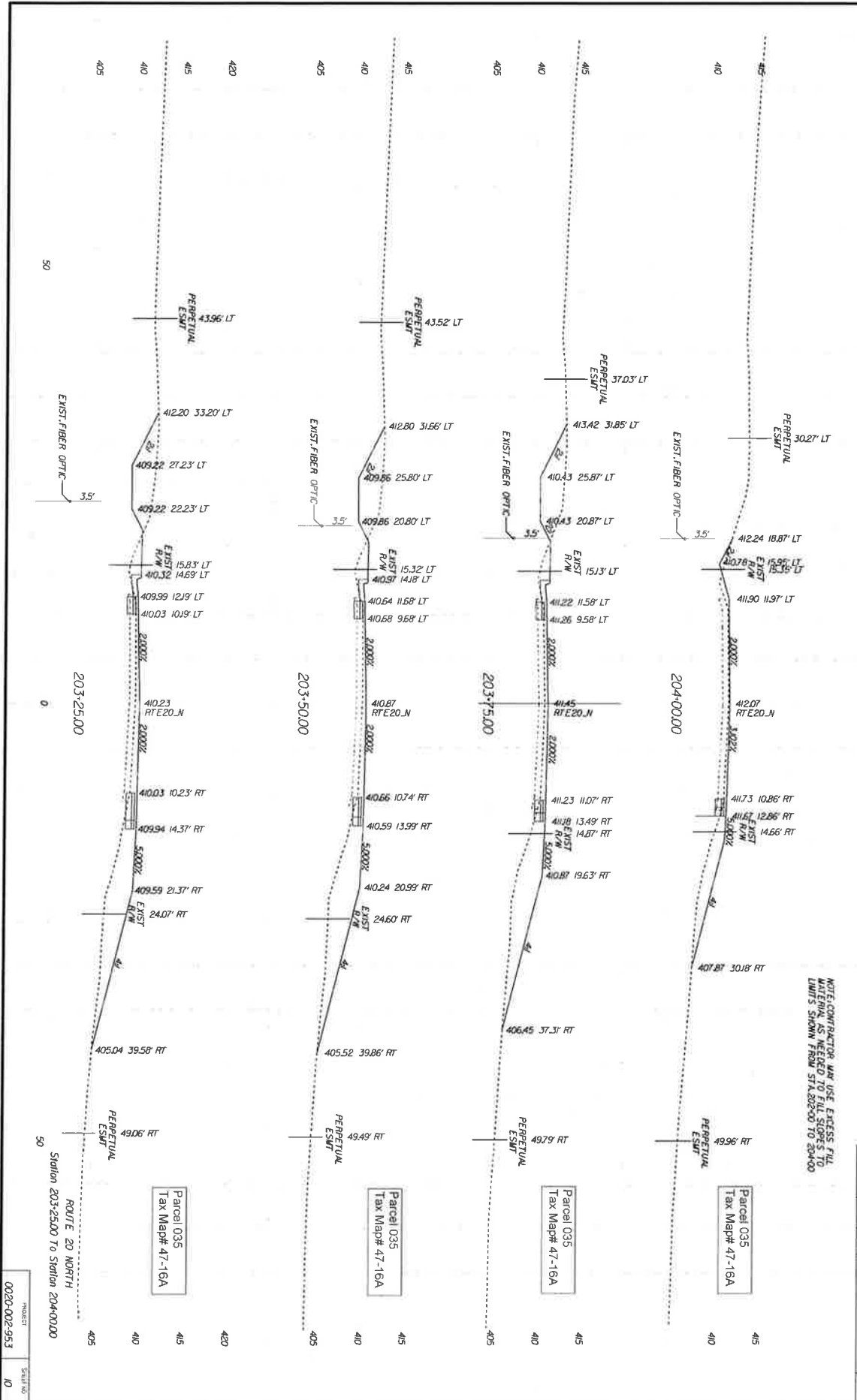
PROJECT: MANOR ROAD, STA 23+00 TO STA 24+00
SHEET: 10 OF 10
DATE: 06/01/2020
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
APPROVED BY: J. L. LEE

CROSS SECTIONS

SCALE: 1" = 5' FT

NOTES: 1. ALL ELEVATIONS ARE TO THE CENTERLINE OF THE ROAD.
2. ALL ELEVATIONS ARE TO THE CENTERLINE OF THE ROAD.
3. ALL ELEVATIONS ARE TO THE CENTERLINE OF THE ROAD.

NO.	DATE	BY	CHKD	APPD
1	06/01/2020	J. L. LEE	J. L. LEE	J. L. LEE



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS.

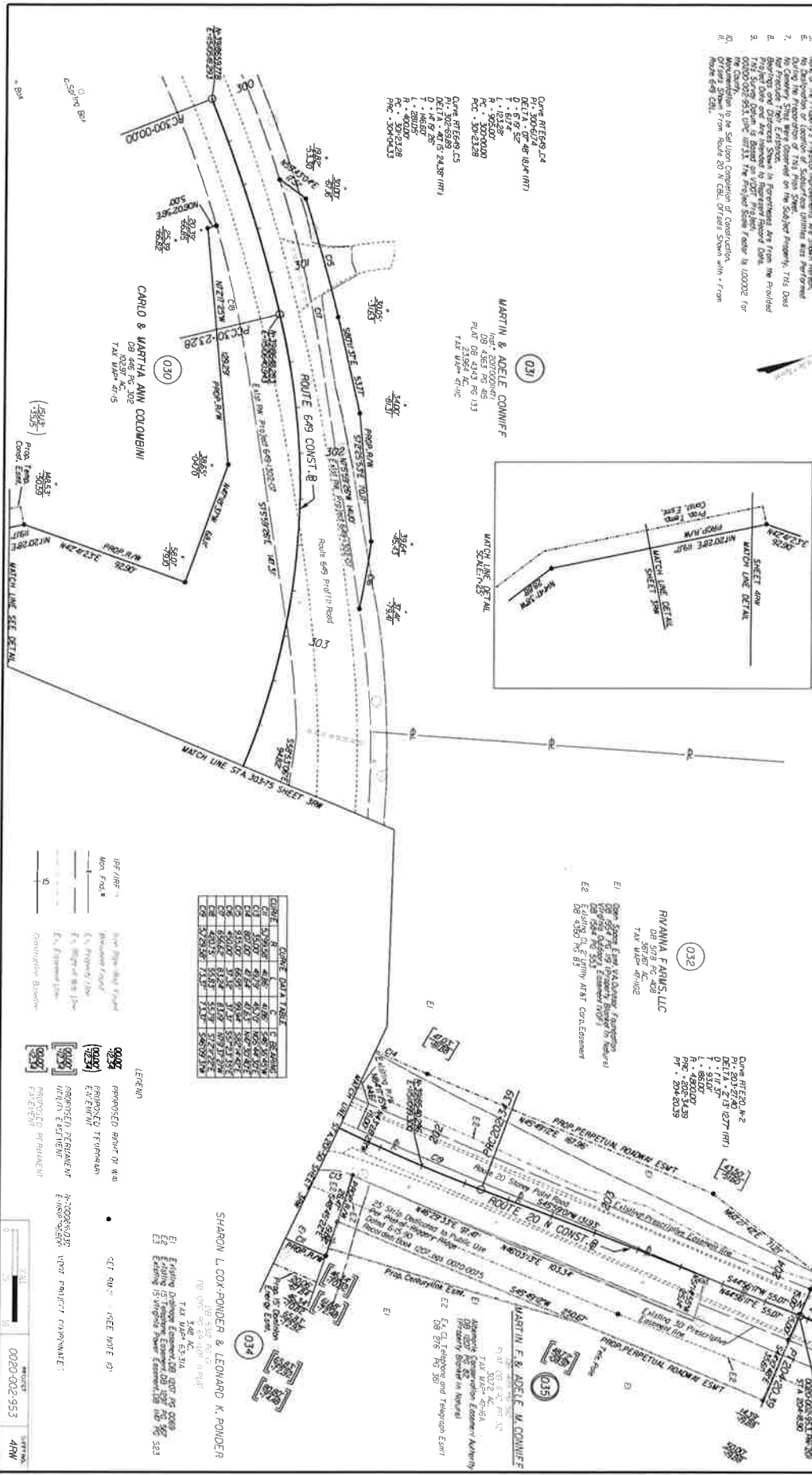
1. Existing Property, Right of Way, and Easement Lines Shown Hereon Are Based on Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of Such Data.
2. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources.
3. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources.
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8. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources.
9. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources.
10. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources. The Engineer Has Not Verified the Accuracy of the Survey Data Provided by Owners, Mapmakers, and Other Sources.

PROJECT NUMBER	PRESCRIPTIVE ACRES SQ. FT.	FEES TAKING	ACQUISITION	PERM.	TEMP. CONST.	CHANGING LINE	DOMINION
030	1	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W
031	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W
032	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W
033	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W
034	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W
035	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W	See 31W

DESIGN RELATES TO THE CONSTRUCTION OF THE ROADWAY AND CONTROL OF TRAFFIC. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS.



DATE	SCALE	PROJECT
02-14-2020	1" = 40'	0020-002-953, RW-201
06-07-2020	1" = 40'	0020-002-953, RW-201
08-07-2020	1" = 40'	0020-002-953, RW-201
10-07-2020	1" = 40'	0020-002-953, RW-201
12-07-2020	1" = 40'	0020-002-953, RW-201
02-07-2021	1" = 40'	0020-002-953, RW-201
04-07-2021	1" = 40'	0020-002-953, RW-201
06-07-2021	1" = 40'	0020-002-953, RW-201
08-07-2021	1" = 40'	0020-002-953, RW-201
10-07-2021	1" = 40'	0020-002-953, RW-201
12-07-2021	1" = 40'	0020-002-953, RW-201
02-07-2022	1" = 40'	0020-002-953, RW-201
04-07-2022	1" = 40'	0020-002-953, RW-201
06-07-2022	1" = 40'	0020-002-953, RW-201
08-07-2022	1" = 40'	0020-002-953, RW-201
10-07-2022	1" = 40'	0020-002-953, RW-201
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02-07-2023	1" = 40'	0020-002-953, RW-201
04-07-2023	1" = 40'	0020-002-953, RW-201
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08-07-2023	1" = 40'	0020-002-953, RW-201
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04-07-2024	1" = 40'	0020-002-953, RW-201
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12-07-2024	1" = 40'	0020-002-953, RW-201
02-07-2025	1" = 40'	0020-002-953, RW-201
04-07-2025	1" = 40'	0020-002-953, RW-201
06-07-2025	1" = 40'	0020-002-953, RW-201
08-07-2025	1" = 40'	0020-002-953, RW-201
10-07-2025	1" = 40'	0020-002-953, RW-201
12-07-2025	1" = 40'	0020-002-953, RW-201
02-07-2026	1" = 40'	0020-002-953, RW-201
04-07-2026	1" = 40'	0020-002-953, RW-201
06-07-2026	1" = 40'	0020-002-953, RW-201
08-07-2026	1" = 40'	0020-002-953, RW-201
10-07-2026	1" = 40'	0020-002-953, RW-201
12-07-2026	1" = 40'	0020-002-953, RW-201
02-07-2027	1" = 40'	0020-002-953, RW-201
04-07-2027	1" = 40'	0020-002-953, RW-201
06-07-2027	1" = 40'	0020-002-953, RW-201
08-07-2027	1" = 40'	0020-002-953, RW-201
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12-07-2027	1" = 40'	0020-002-953, RW-201
02-07-2028	1" = 40'	0020-002-953, RW-201
04-07-2028	1" = 40'	0020-002-953, RW-201
06-07-2028	1" = 40'	0020-002-953, RW-201
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02-07-2029	1" = 40'	0020-002-953, RW-201
04-07-2029	1" = 40'	0020-002-953, RW-201
06-07-2029	1" = 40'	0020-002-953, RW-201
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04-07-2030	1" = 40'	0020-002-953, RW-201
06-07-2030	1" = 40'	0020-002-953, RW-201
08-07-2030	1" = 40'	0020-002-953, RW-201
10-07-2030	1" = 40'	0020-002-953, RW-201
12-07-2030	1" = 40'	0020-002-953, RW-201



0020-002-953 - 4RW.dgn