

Prepared by:
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Charlottesville City Attorney's Office
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Charlottesville, Virginia 22902

Tax Map Parcel Number: 60-78A
Prepared without benefit of title examination
Consideration: \$1.00

This Deed is exempt from state recordation taxes pursuant to Virginia Code §§ 58.1-811(A)(3) and 58.1-811(C)(4), and is exempt from the fees imposed by Virginia Code § 17-275, pursuant to Virginia Code § 17-266.

DEED OF EASEMENT

THIS DEED OF EASEMENT ("Deed") is made this ____ day of _____, 2026, by and between **ALBEMARLE COUNTY SCHOOL BOARD**, ("Grantor"), and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City" or "Grantee"), whose address is P.O. Box 911, Charlottesville, Virginia 22902; (collectively, "Parties").

WITNESSETH:

That for the sum of **ONE DOLLAR AND NO CENTS** (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grant unto Grantee non-exclusive perpetual rights, privileges, and easements (collectively the "Easement") to lay, erect, construct, maintain, and operate public utilities and all equipment, accessories, and appurtenances necessary in connection therewith ("Facilities") for the purpose of transmission and distribution of gas and natural gas, beneath, upon, and over certain lands of Grantor, situated in the County of Albemarle, Virginia, acquired by the Grantor through Deed recorded in the Albemarle County Circuit Court Clerk's Office in Book 287, Page 414.

The Easement is more particularly described as "PROPOSED 15' PUBLIC GAS EASEMENT (DETAIL A)," "PROPOSED 15' PUBLIC GAS EASEMENT (DETAIL B)," and "PROPOSED 15' PUBLIC GAS EASEMENT (DETAIL C & D)" and where all easements described herewith are shown on a certain plat prepared by the Timmons Group, Joseph W. Keller, License Number 3695, dated May 21, 2026, and titled "PLAT SHOWING NEW 15' PUBLIC GAS EASEMENT ON THE LANDS OF COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY TAX MAP PARCEL 60-78A JACK JOUETT MAGISTERIAL DISTRICT ALBEMARLE COUNTY, VIRGINIA" ("Plat"), which Plat shall be recorded herewith as "**Exhibit A**" and made a part fully hereof. This Easement corresponds to an easement previously recorded with the aforesaid Albemarle County Circuit Court Clerk's Office in Book 1353, Page 186.

Recordation of this Deed shall operate to transfer to City the Easement shown on said Plat, for public purpose, including without limitation, the conveyance of gas and maintenance, including the installation and maintenance of any such facilities, public works, and related appurtenances

required for such purposes, as City may require. City shall have the right to use and occupy the Easement for such purposes, as follows:

1. All utility facilities and public works, and appurtenances thereto, which are installed by or for City within the Easement shall be and remain the property of City.

2. No charge shall at any time be made by Grantors for the use of the Easement by City.

3. City shall have no obligation to install or maintain any facilities, public works, or related appurtenances within the Easement, except as otherwise determined by City, in its sole discretion, subject to the availability and appropriation of public funds therefor. City shall not be obligated to repair or maintain any utility facility, public works, or appurtenance thereto which is, or has been installed, by a person other than City, unless and until City accepts such utility facility, public works, or appurtenance into the public utility system for maintenance.

4. For the purpose of inspecting, maintaining, or operating its facilities, public works, and appurtenances thereto, City and its agents and employees shall have the right of and an easement for ingress and egress over the Easement and any lands of Grantor adjacent to the Easement, between any public or private streets or alleys and the Easement. This right shall be exercised by City in a manner as shall occasion the least practicable damage and inconvenience to Grantor and the Easement and the lands adjacent to the Easement.

5. No buildings or structures shall be constructed within the Easement (except by City) or within ten (10) feet of any facilities, public works, or appurtenances of the Easement, including, without limitation, any: storm sewer, sanitary sewer, water main, or any structure that is an integral part of City's utility system, such as box culverts and manholes.

6. The City Director of Utilities shall have discretion to grant waivers of the restriction outlined above in Paragraph 5, upon a finding that plans for any proposed building or structure provide adequate safety measures to protect the components of City's utility system during and after construction and to provide adequate access for City's maintenance, repair, or replacement of the utility system. When a written waiver is granted, the City Director of Utilities may, as a condition of the waiver: (i) require the landowner to enter into a written agreement, suitable for recordation in the land records of the Charlottesville Circuit Court, promising to maintain any portion of the utility system under the building or structure, or otherwise situated within the ten (10)-foot setback, and (ii) require the landowner to assume the risk of any damage which may occur to any retaining wall, fence, landscaping, or other improvement within the ten (10)-foot setback, as a result of City's investigation, maintenance, repair, or replacement of any portion of its utility system within the Easement, and City shall not be liable for any such damage. The Parties acknowledge and agree that certain improvements and/or structures are currently located within the Easement, as further shown on the Plat. Such improvements and structures are hereby permitted, provided, in the event such improvements or structures are ever destroyed or voluntarily removed, no new improvements or structures may be constructed in their place without first obtaining City's written consent.

7. City shall have the right, within the Easement, to install, construct, inspect, rebuild, repair, replace, substitute, change, and alter all such utility facilities, public works, and appurtenances thereto, as it deems necessary or expedient, and the right to remove or require the relocation of utility facilities owned by others which have been placed within the Easement following the date of recordation of this Deed, and to perform such activities as may be reasonably necessary for the use and enjoyment of the Easement in accordance with the rights herein granted.

8. City shall have the right within the Easement to modify, alter, trim, cut, or remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within the Easement, which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of its facilities, public works, or any appurtenances thereto, without liability to Grantor (except as provided in this Deed).

9. City shall repair or replace only ground cover (pavement, gravel, or grass) existing within the Easement which may be disturbed, damaged, or removed by City for or in connection with the exercise of its right under this Deed. Upon completion of its work or activities within the Easement, City shall remove all trash and other debris resulting from its activities and shall restore the ground surface within the Easement to its original condition as nearly as reasonably possible, but only if such restoration would be consistent with the proper operation, maintenance or use of its facilities, public works or any appurtenances thereto.

Grantor reserves the right to make use of the land within the Easement subject to the rights herein granted. Grantor's use of the area within the Easement shall not interfere with the use of the Easement by City for the purposes aforesaid, and shall not in any way damage or interfere with the use or operation of any City utility facilities, public works, or appurtenances thereto within the Easement, and if Grantor's use does cause interference or damage, City may demand Grantor remove such interference or repair such damage and Grantor shall do so promptly, but in no case more than thirty (30) days from its receipt of such notice, and if Grantor does not comply with such notice, or if in City's sole discretion it elects to remove such interference or repair such damage instead of providing such notice, City shall provide an invoice to Grantor and such invoice shall be paid within thirty (30) days of receipt of such invoice. Grantor's use of the area within the Easement in accordance with this Paragraph shall be at its sole risk.

Neither the Grantor, nor any other person with the Grantor's permission, shall occupy any portion of the Easement, unless the proposed occupancy has first been presented to City for consideration and following full disclosure of all relevant information, an authorized City official has confirmed in writing that the proposed occupancy will not be in conflict with, or interfere with, City's use and occupancy of the Easement in accordance with this Deed.

This instrument sets forth the entire agreement between the Grantor and the City as to the rights and obligations of the Parties hereto in relation to the Easement herein granted. There are no other terms, conditions, representations, or agreements between the Parties as to any of the matters set forth herein.

Unless otherwise indicated herein, the Easement granted herein shall be binding upon Grantor, its successors and/or assigns and the terms stated herein shall inure to the benefit of Grantor, its successors and assigns.

This Deed is made in accordance with the statutes made and provided in such cases, expressly subject to all unexpired restrictions, reservations, and easements of record, if any, constituting constructive notice and is with the free consent and in accordance with the desire of Grantor.

The Easement and covenants set forth in this Deed shall run with the land and shall be binding on the Grantor and the Grantee, their heirs, successors, and assigns.

Except as otherwise provided herein, any delay of the Grantee in the use or exercise of any rights granted herein shall not result in the loss, limitation, or abandonment of any right, title, interest, easement, or estate herein granted.

Grantor represents, warrants, and covenants that it is seized of the Property in fee simple absolute; that it has the full right and authority to convey the Easement to Grantee; that the undersigned is the sole holder of any interest in or to the Property and holds the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that Grantee shall have quiet possession of the Easement, free from all encumbrances; and that it will execute such further assurances regarding the conveyance of the Easement as may be required by Grantee in its sole discretion. Grantor further covenants and warrants, upon the request of Grantee, to obtain at its expense the consent to the Easement of any lienholder, Deed of Trust trustee, or other individual or entity having any interest whatsoever in the Property. Anything herein to the contrary notwithstanding, Grantor and Grantee covenant and agree that there are no third-party beneficiaries to this Deed and the interest herein conveyed to Grantee.

Grantor covenants and agrees for itself, its heirs, successors, and assigns, that the consideration recited herein shall be in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of Grantor that may result by reason of the use to which Grantee will put the land and interests hereby conveyed. The Easement and the rights conveyed hereunder shall be assignable by the Grantee in its sole discretion.

Recordation of this instrument shall be deemed acceptance of the Easement by Grantee.

WITNESS the following signatures and seals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

GRANTOR:

ALBEMARLE COUNTY SCHOOL BOARD

By: _____
Its: _____

COMMONWEALTH OF VIRGINIA

County of Albemarle, to wit:

The foregoing Deed was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this ____ day of _____, 2026, by _____, _____ of the Albemarle County School Board on behalf of the said School Board.

Notary Public

My commission expires: _____

My registration number: _____

[Seal]

Approved/Accepted by:

GRANTEE

CITY OF CHARLOTTESVILLE, VIRGINIA

Samuel Sanders, Jr.
City Manager

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing Deed was acknowledged before me on this _____ day of _____, 2026 by Samuel Sanders, Jr., City Manager, on behalf of the City of Charlottesville, Virginia.

Notary Public

Registration #: _____

My commission expires: _____

Approved as to Form:

John Maddux, Esq.
Charlottesville City Attorney

[END OF SIGNATURES]

Exhibit “A”
(Plat – *see* attached)