

Prepared by:

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P.O. Box 911
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Real Estate Parcel Id. No.: 91-2

Consideration: \$0.00

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 September 2026, by and between **COUNTY OF ALBEMARLE SCHOOL BOARD**, as Grantor, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City"), as Grantee; (collectively, "Parties").

WHEREAS, the Grantor is the owner and proprietor of certain real property ("Property") as shown on a plat dated September 15, 2026, showing a New Permanent Maintenance Easement located on Mill Creek Rd. Tax Map 91, Parcel 2 Albemarle County, prepared by Lincoln Surveying ("Plat"), which Plan is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Property is situated in the County of Albemarle, said Grantor having acquired the Property by Deed recorded with the County Circuit Court Clerk's Office in Deed Book 1740 at page 559, among the City land records; and

WHEREAS, it is the desire and intent of the Grantor to dedicate, grant, and convey for public use certain land to be used for public streets and related appurtenances, as shown on the Plan and as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by the City to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, and

conveys to the City all of the following interests in the Property, all of which land lies within the County:

PERMANENT MAINTENANCE EASEMENT

Grantor does hereby grant, dedicate, and convey to the City, its successors and assigns, with General Warranty and English Covenants of Title, the perpetual right and easement to construct, reconstruct, alter, operate, and including any necessary appurtenances thereto, and including public drainage, retaining wall, and/or utilities, over, upon and across the lands of the Grantor and including installing and maintaining bus shelter facilities, the area of such easement being 262 square feet, more or less, and designated on the Plat as “Proposed Permanent Maintenance Easement.” This dedication is made in accordance with the statutes made and provided, therefore.

The foregoing easements are subject to the following conditions, as may be applicable:

1. The City shall have full and free use of the easement areas for the purposes stated, the right of access to and from the easement areas, and the right to use land abutting the easement areas, when the City deems such reasonably necessary for the convenient and efficient exercise of construction, alteration, repair, or maintenance of public street improvements in and adjacent to the easement areas.

2. The City shall have the right to trim, cut, or remove trees and shrubbery and to remove fences, structures, and other obstructions or facilities in or near the easement areas which are deemed by the City to interfere with the proper and efficient construction, operation, alteration, repair, or other maintenance of public street improvements within and adjacent to the easements.

3. The City, at its own expense, shall restore to its original condition, as nearly as practical, any of the Grantor’s property disturbed by the City in connection with activities

undertaken pursuant to Paragraphs 1 and 2 above; however, such restoration shall include only the reseedling or resodding of lawns, the replacement or repair of any pavement which has been disturbed, any appropriate backfilling of trenches, the reinstallation of any fence removed by the City, and the planting of young shrubs in replacement of shrubs removed or destroyed by the City. With respect to Grantor's property abutting the easement areas: (i) the City shall plant young trees in replacement of trees removed or destroyed by the City, and (ii) the City shall replace, or (at the City's option) reasonably compensate Grantor for the value of other structures or facilities removed by the City. However, the City shall not be required or obligated to replace any trees or shrubs, or other structures, obstructions, or facilities, planted, installed, or constructed in violation of Paragraph 5, below.

4. Grantor reserves the right to install and maintain pavement over the easement areas, if Grantor otherwise has lawful authority to do so, and to make any other use of the easement areas which are not inconsistent with the rights of the City and that do not interfere with the City's use thereof, except as otherwise provided in Paragraph 5 below.

5. Grantor shall not erect any building or other structure, excepting a fence, plant, or tree, and Grantor shall not change the existing ground elevation within the easement areas, without first obtaining the prior written approval of the City. Grantor shall not, without the prior written approval of the City, erect any building or other structure, excepting a fence, plant any tree, or change the existing ground elevation on any land abutting the easement areas, if any of these acts could impair the use of said easements for the purposes herein named, or any part of it, or could unreasonably impair the City's convenient exercise of its rights granted by this Deed.

6. If the City performs work of any nature or expends any funds to correct any unauthorized grading or to remove any unauthorized trees, buildings, structures, facilities, or

obstructions in or abutting the easement areas, or if Grantor causes or allows any damage to be done to any portion of the easement areas, Grantor shall reimburse the City, within ten (10) days of receipt of notice of demand, all costs incurred by the City in such work. If such reimbursement is not made within the ten (10)-day period, interest shall accrue on the sum due at the legal rate of interest, and the City shall be entitled to recover from Grantor the City's attorneys' fees and costs in pursuing recovery of the sums due to the City.

7. The City's execution of the Deed shall evidence the City's acceptance of fee simple title to the real estate and property rights herein conveyed.

8. Grantor covenants and agrees for itself, its heirs, successors, and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for land, including all costs to cure and all incurable damages to the value of the Grantor's remaining property caused by this acquisition, if any.

9. Grantor by the execution of this Deed acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to its authorized representative.

MISCELLANEOUS

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

Unless otherwise expressly indicated herein, the easements granted herein and the covenants set forth in this Deed shall be perpetual and shall run with the land and shall be binding upon the Grantor and the City, their heirs, successors, and/or assigns, and shall inure to the benefit of the Grantor and the City, their successors and assigns.

This Deed is made in accordance with the statutes made and provided for in such cases, with the approval of the proper authorities of the City, as evidenced by the signatures affixed to this Deed and the Plan and is with the free consent and in accordance with the desire of the Grantor.

Each of the undersigned individuals warrants that this Deed is made and executed pursuant to authority properly granted by the Grantor and the other parties hereto.

The City's execution of this Deed evidences the City's acceptance of the land and easement rights herein conveyed and the fee simple title to the improvements and facilities now or later installed within the easement areas.

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed under seal; and

FURTHER WITNESS the following signatures and seals.

GRANTOR:

COUNTY OF ALBEMARLE SCHOOL BOARD

By: _____ (PRINT)

Its: _____

_____ (SEAL)

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

The foregoing Deed was acknowledged before me, a Notary Public in and for the aforesaid City/County and Commonwealth by _____ on this _____ day of _____, 2026.

Notary Public [Notary Seal]

Registration #: _____

My commission expires: _____

Accepted by: **CITY OF CHARLOTTESVILLE, VIRGINIA**

_____ (SEAL)

G. Lee Cooper
Transportation Project Manager - Right of Way

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing Deed was acknowledged before me this _____ day of _____, 2026, by G. Lee Cooper, Transportation Project Manager - Right of Way for the City of Charlottesville.

_____ [Notary Seal]
Notary Public

Registration #: _____
My commission expires: _____

Exhibit “A”

Plat