

TMP 46B5-1C
PREPARED BY:
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This Deed is exempt from recordation taxes and fees pursuant to §§58.1-811 (A) (3) and 17.1-266, respectively, of the Code of Virginia (1950) as amended and the Constitution of Virginia, Article X, Section 6 (a) (1).

This **DEED OF EASEMENT**, made as of this _____ day of _____, 2025 by and between **COUNTY OF ALBEMARLE, VIRGINIA (“Grantor”)**, and the **ALBEMARLE COUNTY SERVICE AUTHORITY** (the “**ACSA**”), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911, Grantee.

WITNESSETH:

WHEREAS Grantor is the owner of real property located in Albemarle County, Virginia, acquired by deed dated October 23, 2000, and recorded in the Clerk’s Office of the Circuit Court of Albemarle County (the “Clerk’s Office”) at Deed Book 1973, page 437 (the “Grantor’s Parcel”);

WHEREAS Grantor has agreed to grant to the ACSA a permanent sewer line easement to construct, install, operate, maintain, repair, replace, relocate, and extend such line and any appurtenances thereto. This easement is shown on the plat attached hereto as Exhibit “A” and recorded herewith entitled “Plat Creating a 20’ ACSA Easement, ‘PARCEL A’, a Portion of Forest Lakes South, Tax Map 46B5 Parcel 1C, Rivanna Magisterial District, County of Albemarle, Virginia”, dated October 30, 2024, last revised January 23, 2025 and prepared by Roudabush, Gale & Associates, Inc. (the “Plat”).

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS of TITLE unto the ACSA, its successors and assigns, a perpetual right of way

and easement to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend sewer lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of the Grantor located in Albemarle County, Virginia, and to access any other adjacent easement held by the ACSA, the location of the easement hereby granted and the boundaries of the property being more particularly described on the Plat as “NEW 20’ ACSA UTILITY EASEMENT – 3,551 SF” (the “Easement”); PROVIDED HOWEVER, that it is expressly understood and agreed that the ACSA shall not be deemed to have accepted the conveyance set forth hereinabove until such time as the same shall have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of the ACSA.

Reference is made to the Plat for the exact location and dimension of the Easement hereby granted and the property over which the same crosses. Notwithstanding anything to the contrary in the Plat, the exact location of the Easement is twenty (20) feet in width centered on the as-built location of the sewer lines.

As part of the Easement, the ACSA shall have the right to enter upon the above-described property within the Easement for the purpose of installing, constructing, operating, maintaining, inspecting, protecting, repairing, replacing, relocating, removing, changing the size of and extending sewer lines and appurtenances thereto within such Easement, and the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend such sewer lines within the Easement. If the ACSA decides in its sole discretion that it is unable reasonably to exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the adjacent property of Grantor.

Whenever it is necessary to excavate earth within the Easement, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practicable 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; provided, however, that the ACSA shall have no obligation to restore permeable pavers, stamped concrete, or similar surfaces within the Easement.

Grantor, its successors or assigns, agrees that no trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions shall be placed within the Easement conveyed herein.

The Easement provided for herein shall include the right of the ACSA to trim, cut, and remove any trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions and take other similar action reasonably necessary to provide economical and safe sewer line construction, installation, operation, maintenance, inspection, protection, repair, replacement, relocation, removal, and extension. The ACSA shall have no responsibility to the Grantor, its successors or assigns, to replace or reimburse the cost of said trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions that are removed or otherwise damaged.

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

[signature on following page]

WITNESS the following signature and seal:

GRANTOR:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____(SEAL)

Jeffrey B. Richardson
County Executive

STATE OF VIRGINIA

COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Jeffrey B. Richardson as County Executive of the County of Albemarle, a political subdivision of the Commonwealth of Virginia, on behalf of the County.

Notary Public

My Commission Expires: _____

Approved as to Form:

County Attorney

EXHIBIT "A"

EASEMENT PLAT TO BE ATTACHED