This document prepared by and when recorded return to:
Albemarle County Attorney's Office
401 McIntire Road
Charlottesville, Virginia 22902

Parcel Id Number: 061Z0-03-00-00900, 061Z0-03-001A0, 061Z0-03-00-00800

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

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT dated this _____ day of _____, 2026, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, and the **MOST REVEREND BARRY C. KNESTOUT, BISHOP OF THE CATHOLIC DIOCESE OF RICHMOND, VIRGINIA** (the "Diocese"), and **OUR LADY OF PEACE**, **INC.**, a Virginia nonstock corporation (the "OLP" and, together with the Diocese, collectively the "Grantees"), recites and provides as follows:

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Albemarle County, Virginia, having approximately 3.285 acres, and being more specifically identified as County Parcel Id No. 061Z0-03-00-00900 (the "Grantor Property").

WHEREAS, the Diocese is the owner of certain real Property located in Albemarle County, Virginia, having approximately 11.584 acres, with an address of 1465 Incarnation Drive, Charlottesville, Virginia 22901, and being more specifically identified as County tax parcel number 061Z0-03-00-001A0 (the "Diocese Property").

WHEREAS, OLP is the owner of certain real property located in Albemarle County, Virginia, having approximately 7.915 acres, with an address of 751 Hillsdale Drive, Charlottesville, Virginia 22901, and being more specifically identified as County tax parcel number 061Z0-03-00-00800 (the "OLP Property").

WHEREAS, OLP holds a perpetual, non-exclusive easement for vehicular and pedestrian access, ingress and egress, and parking over the Diocese Property pursuant to that

certain Parking, Access, Temporary Grading and Construction Easement, Vacation of Easement and Maintenance Agreement dated February 5, 2026, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, as Instrument No. 202600001891 (the "OLP Access Easement"), which easement traverses the portion of the Grantor Property that is the subject of this Agreement.

WHEREAS, existing improvements associated with the Grantees' access encroach onto the Grantor Property, and this Agreement is intended to formally establish an access easement to resolve such existing encroachment.

WHEREAS, Grantees desire to obtain an easement for access over and through a portion of the Grantor Property as depicted on the Plat (defined below) for ingress and egress to and from the Diocese Property and the OLP Property for the purposes and subject to the terms and conditions hereinafter set forth.

WHEREAS, Grantor is agreeable to grant said easement for access over and through the Grantor Property as hereinafter provided and subject to the terms and conditions hereof for the benefit of the Grantees.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which shall constitute a part of this Agreement, and the following mutual promises, agreements and undertakings, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Access Easement. Subject to the terms and conditions set forth herein, Grantor does hereby grant and convey to Grantees, a perpetual, non-public, non-exclusive easement on the Grantor Property for the benefit of and appurtenant to the Diocese Property and the OLP Property (together with Grantees and their respective successors in title) across, along, on, over and through the portion of the existing driveway that encroaches upon the Grantor Property to the connection point on Hillsdale Drive, for purposes of ingress and egress from the Diocese Property and the OLP Property to Hillsdale Drive, a public right of way for vehicular travel, and ingress and egress to and from the Diocese Property and the OLP Property. The Access Easement is shown and more particularly described as follows:

That certain real property shown and designated as "Var. Width Private Access Easement, 512 S.F. (0.012 AC.)" (hereinafter the "Access Easement" or "Easement Area") on that certain Plat titled "Plat Showing Private Access Easement Across the Lands of County of Albemarle, Virginia, TMP 61Z-3-9, in the Rio Magisterial District, County of Albemarle, Virginia," prepared by Timmons Group, dated June 11, 2026, a copy of which plat is attached hereto and recorded with this deed (hereinafter, the "Plat"). Reference is made to the Plat for a more particular description of the easement conveyed herein.

The easements, rights of use and access and covenants created herein are (i) expressly made subject to such recorded conditions, restrictions, easements and reservations and such other matters of record as may lawfully apply to the Grantor Property, and (ii) not for the benefit of the general public, but are intended only for the benefit of Grantees and their respective invitees, and their respective successors in title to the Diocese Property and the OLP Property for ingress and egress to and from the Diocese Property and the OLP Property.

2. Grantor's Reservation of Rights. Grantor for itself and its successors, assigns, employees, agents, contractors, servants, licensees, customers, affiliates, invitees or guests hereby reserves all rights to the Grantor Property and Easement Area not inconsistent with the rights of use and access and covenants created herein, including but not limited to the County's rights to construct, maintain, repair, replace, and access all existing and future public utilities, stormwater facilities, and other public infrastructure located within or adjacent to the Easement Area.

3. Maintenance and Repair. Grantees shall be solely responsible, at their own cost and expense, for the maintenance, repair and upkeep of the Easement Area, including without limitation the road surface, drainage facilities, and any improvements located therein. Grantor shall have no obligation to maintain, repair, or improve the Easement Area. As between the Grantees, the allocation of maintenance costs for the Easement Area shall be governed by the OLP Access Easement and any other agreements between the Grantees.

4. Captions and Headings. The captions and headings contained in this Agreement are included herein for the convenience of reference only and shall not be construed to limit or enlarge the terms hereof or otherwise affect the meaning or interpretation of this Agreement.

5. Invalidation. The invalidation of any provision of this Agreement by judgment, court order, legislative mandate or a finding that such provision is illegal, invalid or unenforceable

shall in no way affect any other provision hereof, and all other provisions hereof shall remain in full force and effect.

6. Waiver. Waiver by any party of a breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

7. Modifications. This Agreement may not be amended or modified unless in writing by all parties hereto.

8. Governing Law. The parties hereto agree that all matters of construction and interpretation with regard to this Agreement will be governed by the laws of the Commonwealth of Virginia.

9. Counterparts. This Agreement may be executed in counterparts, each of which will be an original and all of which together shall constitute one and the same instrument.

WITNESS the following signatures.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

GRANTOR: **COUNTY OF ALBEMARLE, VIRGINIA**

By: _____
Jeffrey B. Richardson
County Executive

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantor.

_____
Notary Public

My Commission Expires: _____

Registration number: _____

Approved as to form:

_____ _____
County Attorney Date

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

GRANTEE (DIOCESE): **CATHOLIC DIOCESE OF RICHMOND, VIRGINIA**

By: _____
Most Reverend Barry C. Knestout
Bishop

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, Grantee.

_____
Notary Public

My Commission Expires: _____

Registration number: _____

GRANTEE: **OUR LADY OF PEACE, INC.,**
a Virginia nonstock corporation

By: _____
Margaret D. McElroy
Board President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Margaret D. McElroy, as Board President of Our Lady of Peace, Inc., a Virginia nonstock corporation, Grantee.

_____
Notary Public

My Commission Expires: _____
Registration number: _____