

TM NO.: 56-17A

This **DEED OF EASEMENT**, made this ____ day of March 2010, by and between the **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA** (Grantor), 401 McIntire Road, Charlottesville, Virginia, 22902 and the **ALBEMARLE COUNTY SERVICE AUTHORITY (the ACSA)**, (Grantee), whose address is 168 Spotnap Road, Charlottesville, VA 22911.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), receipt of all of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with SPECIAL WARRANTY of TITLE unto the Albemarle County Service Authority a perpetual right of way and easement to construct, install, maintain, repair, replace and extend water and sewer mains, each consisting of pipes and appurtenances thereto, over, under and across the real property of the Grantor located in Albemarle County, Virginia, described as Henley Middle School, the location of the easements granted and the boundaries of the property being more particularly described on the following plat:

A 20' wide permanent Waterline easement shown and described as "20' Wide Water Easement Dedicated to Public Use" on the plat entitled "Plat Showing a 20' Wide Water Easement across the property of The County School Board of Albemarle County" by Timmons Group, Alison W. Hanson, Land Surveyor, dated June 1, 2005, revised through 5-30-08 (the "Plat"), as it crosses property of the Grantor shown and described on the plat and acquired by the Grantor in Deed Book 405, Page 346, and as further described in "Detail" of the Plat.

Reference is made to the Plat, a copy of which is attached hereto to be recorded herewith, for the exact location and dimension of the permanent easement hereby granted and the property over which the same crosses.

As part of the easement the ACSA shall have the right to enter upon the above described property within the easements for the purpose of installing, constructing, maintaining, repairing, replacing and extending a water line and appurtenances thereto, within such easements and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer line and appurtenances. If the ACSA is unable to reasonably exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the property of Grantor adjacent to the right-of-way. Whenever it is necessary to excavate earth within such easements, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions 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.

The easements provided for herein shall include the right of the ACSA, to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe water and sewer line installation, operation and maintenance. The ACSA shall have no responsibility to the Grantor, their successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery and obstructions that are removed or otherwise damaged.

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

WITNESS the following signature and seal:

COUNTY SCHOOL BOARD OF
ALBEMARLE COUNTY, VIRGINIA

By: _____(SEAL)

STATE OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, _____ of the County School Board of Albemarle County, Virginia.

Notary Public

My Commission Expires: _____
I.D. No. _____

Approved as to Form:

Albemarle County Attorney's Office