

This document was prepared by:
Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, Virginia 22902

Tax Map and Parcel Number 06200-00-00-02300

This **DEED OF EASEMENT**, made this ____ day of _____, 2015 by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA AND THE COUNTY OF ALBEMARLE, VIRGINIA**, Grantor (collectively, the “Property Owner”) and **RIVANNA WATER AND SEWER AUTHORITY**, a body politic and corporate created pursuant to the Virginia Water and Waste Authorities Act, whose address is 695 Moores Creek Lane, Charlottesville, Virginia 22902, Grantee (the “Authority”).

WITNESSETH:

WHEREAS, the Property Owner has agreed to grant the Authority the easement shown on the plat attached hereto and recorded herewith entitled “PLAT SHOWING A RWSA PERMANENT WATERLINE EASEMENT TO BE ACQUIRED BY RIVANNA WATER AND SEWER AUTHORITY ON TRACT A OF THE LAND OF CITY OF CHARLOTTESVILLE, VIRGINIA AND THE COUNTY OF ALBEMARLE, VIRGINIA, RIVANNA MAGISTERIAL DISTRICT, ALBEMARLE COUNTY, VIRGINIA”, prepared by Rinker Design Associates, P.C., dated May 12, 2015 (the “Plat”); and

WHEREAS, as shown on the Plat, the proposed easement crosses a portion of the property conveyed to Property Owner by deed recorded in the Clerk’s Office of the Circuit Court of the County of Albemarle in Deed Book 872, page 1, and Property Owner is the fee simple owner of the said property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Property

Owner does hereby GRANT and CONVEY with SPECIAL WARRANTY of TITLE unto the Authority a perpetual right of way and easement to construct, install, operate, maintain, repair, replace, relocate and extend a water line consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of Property Owner located in the County of Albemarle, Virginia, and to access any other adjacent easement held by the Authority, the location and width of the easement hereby granted and the boundaries of the property being more particularly described and shown on the Plat as “RWSA Permanent Water Line Esmt. (Hereby Granted)” (the “Easement”). Reference is made to the Plat for the exact location and dimensions of the Easement hereby granted and the property over which the same crosses.

Easement Obstructions

Property Owner, its successors or assigns, agree that trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be located within the Easement; provided, however, Property Owner shall be permitted to (i) retain the asphalt walking path existing as of the date of this Easement (the “Existing Park Improvement”) and (ii) install additional Park improvements (“Additional Park Improvements”, and together with the Existing Park Improvement, the “Park Improvements”) within the Easement which do not interfere with any activities reasonably necessary to allow the Authority to maintain, repair or replace the pipe, meter vault, and structures within the meter vault to be installed by the Authority within the Easement or to read the meter within the vault. The Easement shall include the right of the Authority to cut any trees, brush and shrubbery, remove obstructions, including any Park Improvements, and take other similar action reasonably necessary to provide economical and safe water line construction, installation, operation, maintenance, repair, replacement, relocation

and extension. Following the removal of the Existing Park Improvement, the Authority shall restore said improvement as nearly as practical to the same condition as prior to such removal, but otherwise the Authority shall have no responsibility to Property Owner, its successors or assigns, to replace or reimburse the cost of trees, brush, shrubbery, or other obstructions or Park Improvements located in the Easement if cut or removed or otherwise damaged.

Easement Access and Maintenance

As part of the Easement, the Authority shall have the right to enter upon the above-described property within the Easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating and extending the above-described water line and appurtenances thereto, within the Easement; and in addition, the Authority shall have the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, repair, replace, relocate and extend such water lines. If the Authority is unable to reasonably exercise the right of ingress and egress over the right-of-way, the Authority shall have the right of ingress and egress over the property of Property Owner adjacent to the right-of-way, and shall restore surface conditions of such property adjacent to the right-of-way as nearly as practical to the same condition as prior to the Authority's exercise of such right.

Excavation

Whenever it is necessary to excavate earth within the Easement, the Authority agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical to the same condition as prior to excavation and consistent with the provisions of the section titled "Easement Obstructions" above, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation.

Ownership of Facilities

The facilities constructed within the Easement shall be the property of the Authority, its successors and assigns, 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 Easement as are consistent with the purposes expressed herein.

WITNESS the following signatures and seals:

PROPERTY OWNER:

CITY OF CHARLOTTESVILLE, VIRGINIA

_____(SEAL)

Name: Maurice Jones

Title: City Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Maurice Jones, City Manager, on behalf of the City of Charlottesville, Virginia, Property Owner.

Notary Public

My Commission Expires: _____ Commission No.: _____

Approved as to form:

By: _____
City Attorney

PROPERTY OWNER:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____(SEAL)
Thomas C. Foley, County Executive

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Thomas C. Foley, County Executive, on behalf of the County of Albemarle, Virginia, Property Owner.

Notary Public

My Commission Expires: _____ Commission No.: _____

Approved as to form:

By: _____
County Attorney

AUTHORITY:

RIVANNA WATER AND SEWER AUTHORITY

By: _____(SEAL)
Thomas L. Frederick, Jr., Executive Director

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Thomas L. Frederick, Jr. as Executive Director of Rivanna Water and Sewer Authority.

Notary Public

My Commission Expires: _____ Commission No.: _____

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