

TMP: 91-2

This **DEED OF EASEMENT**, made this 25th day of April, 2012 by and between the **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA** (“Grantor”), of 401 McIntire Road, Charlottesville, Virginia 22902 and the **ALBEMARLE COUNTY SERVICE AUTHORITY (the “ACSA”)**, (“Grantee”), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911.

WITNESSETH:

That 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 of TITLE unto the Albemarle County Service Authority a perpetual right of way and easement to construct, install, maintain, repair, replace and extend a water line consisting of pipes and appurtenances thereto, over, under and across the real property of the Grantor located in Albemarle County, Virginia, for the purpose of installing, maintaining, repairing or replacing two fire hydrants, the location of the easement granted and the boundaries of the property being more particularly described on the following plat:

New variable width permanent water line easements shown and described on the plat by ATM (A. Morton Thomas & Associates, Inc.), P. Craig Brown, Surveyor, dated April 10, 2012, (the “Plat”), as an area consisting of 819.2 square feet and an area consisting of 335.1 square feet, on the property of the Grantor described on the plat entitled Plat Showing Waterline Easements Across the Property of County School Board of Albemarle County, Virginia (Monticello High School) and being a portion of the property acquired by the Grantor in Deed Book 1740, Page 0559.

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 easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending a sewer line and appurtenances thereto, within such easement and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such water line. 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 easement, 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 easement 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 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 easement 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 easement as are consistent with the purposes expressed herein.

WITNESS the following signature and seal:

COUNTY SCHOOL BOARD OF
ALBEMARLE COUNTY VIRGINIA

By: _____(SEAL)
_____(Title)

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission Expires: _____

Approved as to Form:

Albemarle County Attorney's Office