

This document prepared by:

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Albemarle County

TMP # 055E0-01-00-000H0

This **DEED OF EASEMENT** made this ____ day of _____ 2016, by and between the **COUNTY OF ALBEMARLE**, a political subdivision of the Commonwealth of Virginia (the “County”), Grantor, party of the first part; **EAST VILLAGE, LLC**, a Virginia limited liability company (“East Village”), Grantee, party of the second, whose address is 1005 Heathercroft Circle, Suite 100, Crozet, Virginia 22932; and **MARCH MOUNTAIN PROPERTIES, L.L.C.**, a Virginia limited liability company (“March Mountain Properties”), Grantee, party of the third part, whose address is 1005 Heathercroft Circle, Suite 100, Crozet, Virginia 22932.

W I T N E S S E T H:

WHEREAS, the County is the owner of that certain real property located in Albemarle County, Virginia, shown and described on the following plat as TMP 055E0-01-00-000H0 Greenway Area #1 Old Trail Park County of Albemarle (36.122 AC) (hereinafter, “Greenway Area #1”) and TMP 055E0-01-00-000H0 Greenway Area #2 County of Albemarle (0.240 AC) (hereinafter, “Greenway Area #2”):

Plat entitled “Plat Showing New Stormwater Management Easements and ACSA Sanitary Sewer Easements TMP 055E0-01-00-000H0 Old Trail Park Old Trail Subdivision White Hall Magisterial District Albemarle County, Virginia” dated June 20, 2016, last revised September 14, 2016, prepared by Roudabush, Gale & Associates, Inc., which plat is attached hereto and recorded herewith (hereinafter, the “Plat”). Reference is made to the Plat for a more particular description of the easements conveyed herein.

WHEREAS, East Village and March Mountain Properties (hereinafter, the “Grantees”) are the owners in fee simple of those certain tracts of land adjacent to Greenway Area #1 and Greenway Area #2 as shown on the Plat;

WHEREAS, the Grantees and the Board of Supervisors of Albemarle County, Virginia have entered into an agreement entitled “Stormwater Management/BMP Facilities Maintenance Agreement” (hereinafter, the “Maintenance Agreement”) in which the Grantees have agreed to construct and maintain on-site and adjacent stormwater management/BMP facilities;

WHEREAS, Section 5 of the Maintenance Agreement provides in part that the Grantees give permission to the County, including its authorized agents and employees, to inspect the stormwater management/BMP facilities whenever the County deems necessary, and Section 6 of the Maintenance Agreement provides in part that, in the event the Grantees, their successors and assigns, fail to maintain the stormwater management/BMP facilities in good condition acceptable to the County, the County may take whatever steps necessary to repair or otherwise maintain the facilities and to otherwise correct deficiencies; and

WHEREAS, it is the desire and intent of the County to grant and convey to the Grantees three (3) easements in accordance with this Deed of Easement.

NOW, THEREFORE, in consideration of the premises and TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with SPECIAL WARRANTY OF TITLE unto East Village and March Mountain Properties, and their respective successors and assigns, two (2) perpetual easements of variable width to grade, construct, maintain and repair two (2) permanent stormwater management facilities, which easements are shown on the Plat as “SGA VAR” (hereinafter, the “SGA Easements”), and a perpetual grading easement of variable width over, under and across the entirety of Greenway Area #2, which easement is shown on the Plat as “GE VAR” (hereinafter collectively with the SGA Easement, the “Easements”).

The Easements shall be subject to the following:

1. Right of ingress and egress. The Grantees and their authorized agents and employees shall have the right and easement of ingress and egress over the SGA Easements to perform all acts to which the parties have agreed it may perform under the Maintenance Agreement.

2. No obligation of the Grantor to inspect or maintain. This Deed of Easement shall not be construed as imposing an obligation on the Grantor to repair or otherwise maintain the stormwater management/BMP facilities subject to the Maintenance Agreement.

4. Grantee's right to assign. The Grantees shall have the right to assign the Easements, upon consent of the County, which consent shall not be unreasonably withheld.

5. Binding effect. The Easements and the rights and obligations established herein shall run with the land in perpetuity, and shall be binding upon the Grantor, the Grantees, and their successors and assigns. All references herein to the "Grantor" and the "Grantees" include their respective successors and assigns. All references to the "Grantees," when exercising any right or obligation herein, includes such Grantee's officers, employees and agents.

SIGNATURE PAGES IMMEDIATELY FOLLOW

WITNESS the following signatures and seals:

GRANTOR:

COUNTY OF ALBEMARLE

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

APPROVED AS TO FORM:

County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE to wit:

The foregoing instrument was acknowledged before me this __ day of _____ 2016, by
Thomas C. Foley, County Executive of Albemarle County, Virginia.

My Commission expires: _____

Commission No.: _____

Notary Public

GRANTEES:

EAST VILLAGE, LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: Manager

MARCH MOUNTAIN PROPERTIES, L.L.C.,
a Virginia limited liability company

By: _____

Name: _____

Title: Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____to-wit,

The foregoing instrument was acknowledged before me this ____day of _____
2016, by _____ as Manager of East Village, LLC, a Virginia
limited liability company, and as Manager of March Mountain Properties, L.L.C., a Virginia
limited liability company.

Notary Public

My Commission Expires:_____

Commission No.:_____