

PREPARED BY:

Albemarle County Attorney's Office
401 McIntire Road, Suite 325
Charlottesville, Virginia 22902

Parcel ID 055E0-01-00-000H0

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

This **DEED OF EASEMENT**, made this _____ day of _____, 2016, by and between the **COUNTY OF ALBEMARLE**, a political subdivision of the Commonwealth of Virginia, Grantor (the "County"); and the **ALBEMARLE COUNTY SERVICE AUTHORITY**, Grantee, whose address is 168 Spotnap Road, Charlottesville, Virginia 22911 (the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority has requested and the Grantor has agreed to grant the Authority various sanitary sewer line easements located on the Grantor's property in Albemarle County, Virginia, which easements are shown on the following plat (the "Plat"):

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 recorded prior hereto.

WHEREAS, as shown on the Plat, the proposed easements cross a portion of the property conveyed to the County by deed recorded in the Clerk's Office in Deed Book 3955, page 1 (the "Public Park"); and the County is the fee simple owner of the said property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) 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 the Albemarle County Service Authority perpetual rights of way and easements to construct, install, maintain, repair, replace and extend sanitary sewer lines consisting of pipes and appurtenances

thereto, over, under and across the real property of the Grantor located in the White Hall Magisterial District of Albemarle County, Virginia, the location and width of the easements hereby granted and the boundary of the properties being more particularly described on the Plat as “SSE 20” and “SLE 10,” respectively. Reference is made to the aforesaid Plat for the exact location and dimension of the permanent easements hereby granted and the property over which the same crosses.

The Grantor, its successors and assigns agree that trees, shrubs, fences, buildings, overhangs or other improvements or obstructions, except as provided for below, shall not be placed within the easements conveyed herein. The County shall have the right to construct trails and related improvements (“Park Improvements”) within the easements hereby granted. The Grantor, its successors and/or assigns shall also have the right to construct other utility lines within the easements hereby granted, provided that no such lines shall be within five (5) feet horizontally of the sewer lines installed hereunder.

As a part of these easements, the Authority shall have the right to enter upon the above described properties within the easements for the purpose of installing, constructing, maintaining, repairing, replacing and extending sewer lines, 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 lines. If the Authority is unable to reasonably exercise the right of ingress and egress over the rights-of-way, the Authority shall have the right of ingress and egress over the property of the owner adjacent to the right-of-way.

Whenever it is necessary to excavate earth within such easements, 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, 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 Authority, with the County's prior written consent, to cut any trees, brush and shrubbery, remove obstructions, including Park Improvements, and take other similar action reasonably necessary to provide economical and safe sewer line installation, operation and maintenance. Following the removal of any Park Improvements, the Authority shall replace or restore such Park Improvements at its expense, and the Authority shall replace or reimburse to the County the replacement cost of said trees, brush, shrubbery or obstructions, including Park Improvements, if cut or removed or otherwise damaged. Any and all trees, brush, shrubbery or obstructions cut or removed by the Authority shall be disposed of at the Authority's expense at a location not within the Public Park, unless the County consents in writing to such disposal within the Public Park.

The facilities constructed within the permanent easements shall be the property of the Authority, 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.

SIGNATURE PAGES IMMEDIATELY FOLLOW

WITNESS the following signatures and seals:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

APPROVED AS TO FORM:

County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ to-wit,

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

Notary Public

My Commission Expires: _____

Commission No.: _____

ALBEMARLE COUNTY SERVICE AUTHORITY

By: _____
Gary O'Connell, Executive Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____ to-wit,

The foregoing instrument was acknowledged before me this ____ day of _____
2016, by Gary O'Connell, Executive Director of the Albemarle County Service Authority.

Notary Public

My Commission Expires: _____

Commission No.: _____