

TM 60 Parcel 78A

PREPARED BY: St. John, Bowling, Lawrence & Quagliana, LLP

This deed of easement is exempt from taxation pursuant to Va. Code §58.1-811 (A) (3) and §17.1-266

This **DEED OF EASEMENT**, made this 25th day of October, 2012 by and between **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY**, ("Grantor"), 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), 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 one or more water lines consisting of pipes and appurtenances thereto, over, under and across the real property of the Grantor located in Albemarle County, Virginia, the location of the easement granted and the boundaries of the property being more particularly described on the following plat:

A (1,450 sq. ft.) permanent water line easement, shown and described on plat of Lincoln Surveying, dated August 22, 2012, revised September 6, 2012, a copy of which is attached hereto as Exhibit A (the "Plat), as it crosses property of the Grantor shown and described on the Plat and acquired by the Grantor by the instrument recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, in Deed Book 287, Page 414.

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 water 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.

Grantor, its respective successors or assigns, agree that no new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easement conveyed herein.

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 and/or sewer line installation, operation and maintenance. The ACSA shall have no responsibility to the Grantor, its 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.

The Grantor further GRANTS and CONVEYS to the ACSA:

A (5,224 sq. ft.) temporary construction easement, shown and described on the Plat as it crosses property of the Grantor

The temporary construction easement is for use by the ACSA's contractor during construction, as shown on the Plat. This temporary construction easement shall expire upon completion of construction and acceptance of the lines into the ACSA's system.

WITNESS the following signature and seal:

COUNTY SCHOOL BOARD OF
ALBEMARLE COUNTY

By: _____ (SEAL)

[Title]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ of the County School Board of Albemarle County.

Notary Public

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