

TMP _____
PREPARED BY: Timmons Group
Joseph Medley
28 Imperial Drive
Staunton, VA 24401

This Deed is exempt from recordation taxes and fees pursuant to §§58.1-811 (A) (3) and 17.1-266, respectively, of the Code of Virginia (1950) as amended and the Constitution of Virginia, Article X, Section 6 (a) (1).

This **DEED OF EASEMENT**, made as of this _____ day of _____, 20____ by and between **COUNTY OF ALBEMARLE SCHOOL BOARD**, (“Grantor”), and the **ALBEMARLE COUNTY SERVICE AUTHORITY** (the “ACSA”), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911, Grantee.

WITNESSETH:

WHEREAS Grantor is the owner of real property located in Albemarle County, Virginia, acquired by deed from County of Albemarle, Virginia, dated December 29, 2019, and recorded in the Clerk’s Office of the Circuit Court of Albemarle County (the “Clerk’s Office”) at Deed Book 5258, page 620 (Instrument Number 201900014192);

WHEREAS Grantor has agreed to grant to the ACSA permanent water line easements to construct, install, operate, maintain, repair, replace, relocate, and extend water lines and sewer lines and any appurtenances thereto. These easements are shown on the plat attached hereto and recorded herewith entitled ‘Plat Showing ACSA Water Easements across the Land of County of Albemarle School Board, Tax Map Parcel 91-11, Scottsville Magisterial District, Albemarle County, Virginia’, dated July 12, 2024, Last Revised October 7, 2024, and prepared by Timmons Group (the “Plat”).

NOW, THEREFORE, 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 and ENGLISH COVENANTS of TITLE unto the ACSA, its successors and assigns, perpetual rights of way and utility line easements (i) to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend water lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, and (ii) to construct, install, operate, maintain,

inspect, protect, repair, replace, relocate, remove, change the size of and extend sewer lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of the Grantor located in Albemarle County, Virginia, and to access any other adjacent easement held by the ACSA, the location of the easements hereby granted and the boundaries of the property being more particularly described on the Plat as “20’ ACSA Water Easement Hereby Dedicated to the ACSA” (the “Easements”); PROVIDED HOWEVER, that it is expressly understood and agreed that the ACSA shall not be deemed to have accepted the conveyances set forth hereinabove until such time as the same shall have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of the ACSA.

Reference is made to the Plat for the exact location and dimension of the Easements hereby granted and the property over which the same crosses.

As part of the Easements, the ACSA shall have the right to enter upon the above-described property within the Easements for the purpose of installing, constructing, operating, maintaining, inspecting, protecting, repairing, replacing, relocating, removing, changing the size of and extending the utility lines, and appurtenances thereto, within such Easements, and the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend such utility lines within the Easements. If the ACSA decides in its sole discretion that it is unable reasonably to 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.

Whenever it is necessary to excavate earth within the Easements, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions

as nearly as practicable 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; provided, however, that the ACSA shall have no obligation to restore permeable pavers, stamped concrete, or similar surfaces within the Easements.

Grantor, its successors or assigns, agrees that no trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions shall be placed within the Easements conveyed herein.

The Easements provided for herein shall include the right of the ACSA to trim, cut, and remove any trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions and take other similar action reasonably necessary to provide economical and safe water line and sewer line construction, installation, operation, maintenance, inspection, protection, repair, replacement, relocation, removal, and extension. The ACSA shall have no responsibility to the Grantor, its successors or assigns, to replace or reimburse the cost of said trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions that are removed or otherwise damaged.

The facilities constructed by ACSA within the Easements shall be the property of the ACSA and its successors and assigns, which shall have the right to inspect, rebuild, remove, repair, relocate improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the Easements as are consistent with the purposes expressed herein.

SIGNATURE PAGE FOLLOWS

WITNESS the following signature and seal:

BY: Judy Le

_____(SEAL)
Chair, County of Albemarle School Board

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

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

Notary Public

My Commission Expires: _____