

This document was prepared by:  
Albemarle County Attorney  
County of Albemarle  
401 McIntire Road  
Charlottesville, Virginia 22902

Parcel ID Number: 09100-00-00-01100

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.

**DEED OF DEDICATION AND EASEMENT**

**THIS DEED OF DEDICATION AND EASEMENT**, dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is by and between **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA**, Grantor, and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantee.

**WITNESS:**

**WHEREAS**, the Grantor is the owner of that certain real property located in Albemarle County, Virginia, more particularly described as follows:

That certain real property shown and designated as “20’ Public Drainage Easement Hereby Dedicated for Public Use Area= 14,266 SF (0.328 AC)”, “20’ Public Drainage Easement Hereby Dedicated for Public Use Area= 16,334 SF (0.375 AC)”, and “20’ Public Drainage Easement Hereby Dedicated for Public Use Area= 2,923 SF (0.067 AC)” (collectively hereinafter, the “Easement Premises”), shown on the plat of Timmons Group, dated July 12, 2024, last revised \_\_\_\_\_, entitled “Plat Showing Proposed Special Lots, Right-of-Way Dedication, and Various Easements Across the Land of County of Albemarle School Board Tax Map Parcel 91-11 Scottsville Magisterial District Albemarle County, Virginia” (hereinafter, the “Plat”), a copy of which is attached hereto and recorded herewith. Reference is made to the Plat for a more particular description of the easement conveyed herein.

**WHEREAS**, the Easement Premises are a portion of that certain real property designated as Albemarle County Parcel ID No. 09100-00-00-01100 (hereinafter, the “Property”), conveyed to the Grantor herein by instrument recorded in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia in Deed Book 5258, page 620;

**WHEREAS**, the Grantor desires and intends to dedicate, grant, and convey an easement for public use in accordance with this Deed of Dedication and Easement; and

**WHEREAS**, the Grantor desires and intends to further dedicate, grant, and convey all rights, title and interest in all ditches, pipes and other improvements and appurtenances within the Easement Premises established for the purpose of conveying stormwater (hereinafter collectively

referred to as the “Improvements,” whether referring to existing Improvements or those to be established in the future by the Grantee), excluding building connection lines.

**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, CONVEY, and DEDICATE to public use with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, its successors and assigns, a perpetual exclusive easement as shown on the Plat and as referred to herein as the “Easement.”

**FURTHER**, pursuant to the consideration described herein, the Grantor does hereby GRANT, CONVEY, and DEDICATE to public use the Improvements.

The Easement is subject to the following:

1. Right to construct, reconstruct, install, maintain, repair, change, alter, and replace the Improvements. The Grantee may construct, reconstruct, install, maintain, repair, change, alter, and replace present or future Improvements (hereinafter referred to as “inspecting, maintaining and operating” or derivations thereof) for the purposes of collecting and transmitting stormwater, protecting property from flooding, protecting water quality, and otherwise controlling stormwater runoff.
2. Ownership of the Improvements. All Improvements within the Easement Premises, whether they were installed by the Grantee or any predecessor in interest, will be and remain the property of the Grantee.
3. Right of ingress and egress. The Grantee will have the right and easement of ingress and egress over any lands of the Grantor adjacent to the Easement Premises between any public or private roads and the Easement Premises, to inspect, maintain, and operate the Improvements.
4. Right to inspect, maintain and operate the Improvements. The Grantee may enter the Easement Premises to inspect, maintain, and operate the Improvements.
5. Right of Grantee to disturb and maintain the Easement Premises. Within the Easement Premises, the Grantee may trim, cut, or remove any trees, brush, or shrubbery; remove fences, structures, or other obstructions; and take other similar action reasonably necessary to provide adequate and fully functioning Improvements; provided, however, that the Grantee, at its own expense, will restore as nearly as possible, the premises to their original condition. This restoration will include the backfilling of trenches, the replacement of fences and shrubbery, the

re-seeding or re-sodding of lawns or pasture areas, and the repair or replacement of structures and other facilities located outside of the Easement Premises that were damaged or destroyed by the Grantee. However, the Grantee is not required to repair or replace any structures, trees, or other facilities located within the Easement Premises, but must repair or replace only groundcover within the Easement Premises that was disturbed, damaged, or removed as a result of installing or maintaining any of the Improvements. In addition, the Grantee will remove from the Easement Premises all trash and other debris resulting from the installation, maintenance or operation of an Improvement, and will restore the surface thereof to its original condition as nearly as reasonably possible. Notwithstanding the foregoing, the Grantee is not required to repair or replace anything identified in this section if to do so would be inconsistent with the proper maintenance or operation of the Improvements. In addition, neither the Grantee nor any other public agency, including the Virginia Department of Transportation, will be responsible for conducting routine maintenance as described in Section 6, except as expressly provided in this section.

6. Right of Grantor to maintain the Easement Premises. The Grantor may perform routine maintenance of the Easement Premises, including the removal of trash and landscaping debris, mowing and manicuring lawns and groundcover, and making any other aesthetic improvements desired by the Grantor that are not inconsistent with the rights herein conveyed, and that do not adversely affect the proper operation of any Improvement. This right to maintain the Easement Premises does not include the right to maintain the Improvements.

7. Temporary construction easement. The Grantee will have a temporary construction easement on and across the Property in order to construct, install, maintain, repair, change, alter, or replace an Improvement. This temporary construction easement will expire upon completion of the work.

8. Exclusivity; restrictions. The Easement conveyed herein is an exclusive easement. Neither the Grantor nor any person acting under the Grantor's express or implied consent may modify, alter, reconstruct, interfere with, disturb, or otherwise change in any way the Easement Premises or any Improvement located therein; neither may any such persons construct or maintain any roadway, or erect any building, fence, retaining wall, or other structure within the Easement Premises.

9. Grantee's right to assign. The Grantee may assign this Easement as its interests may

require.

10. Binding effect. This Easement and the rights and obligations established herein will run with the land in perpetuity, and be binding upon the Grantor, the Grantee, and their successors and assigns. All references herein to the “Grantor” and the “Grantee” include their respective successors and assigns. All references to the “Grantee,” when exercising any right or obligation herein, includes the Grantee’s officers, employees, and agents.

The Grantee, acting by and through its County Executive, duly authorized by resolution adopted by the Board of Supervisors of the County of Albemarle, Virginia, accepts this conveyance pursuant to *Virginia Code* § 15.2-1803, as evidenced by the County Executive’s signature hereto and the recordation of this Deed.

**WITNESS** the following signatures.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

**OWNER:  
COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA**

\_\_\_\_\_  
Judy Le  
Chair

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Judy Le, Chair, on behalf of County School Board of Albemarle County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**SIGNATURES CONTINUE ON THE FOLLOWING PAGE**

**GRANTEE:**

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Jeffrey B. Richardson  
County Executive

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantee.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration number: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date