

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 Court Clerk's fees under Virginia Code § 17.1-266.

DEED OF DEDICATION AND EASEMENT

THIS DEED OF 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 “Var. Width Permanent SWM Facility Easement Hereby Dedicated for Public Use Area= 119,208 SF (2.737 AC)” (hereinafter, the “Easement Premises”) 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 recorded immediately prior hereto. 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 (hereinafter, the “Clerk's Office”) in Deed Book 5258, page 620;

WHEREAS, the Property Owner and the County of Albemarle, Virginia entered an agreement entitled “Agreement to Maintain Stormwater Management Facilities and Other Techniques” (hereinafter, the “Maintenance Agreement”), recorded in said Clerk's Office in as Instrument # _____, in which the Property Owner agreed to construct and maintain on-site stormwater management/BMP facilities;

WHEREAS, the Maintenance Agreement gives permission to the County, including its authorized agents and employees, to enter the Property and to inspect the stormwater management/BMP facilities whenever the County deems necessary; and

WHEREAS, the Maintenance Agreement also provides in part that, if the Owner, its successors, and/or assigns fails to maintain the stormwater management/BMP facilities in good condition acceptable to the County, the County may enter the Property and take any steps necessary to repair or otherwise maintain the facilities and to otherwise correct deficiencies.

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.

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, the perpetual easement(s) (hereinafter, the “Easement”) as shown on the Plat.

The Easement is subject to the following:

1. Right of ingress and egress. The Grantee and its authorized agents and employees will have the right and easement of ingress and egress over the Property to perform all acts that the parties have agreed it may perform under the Maintenance Agreement.
2. Ownership of the facilities. The stormwater management/BMP facilities required to be constructed and maintained by the Grantor under the Maintenance Agreement will be and remain the property of the Grantor. This Deed of Dedication and Easement is not an assumption of ownership or control by the Grantee over the stormwater management/BMP facilities subject to the Maintenance Agreement.
3. No obligation on Grantee to inspect or maintain. This Deed of Dedication and Easement does not impose any obligation on the Grantee to repair or otherwise maintain the stormwater management/BMP facilities subject to the Maintenance Agreement.
4. Grantee’s right to assign. The Grantee may assign this Easement as its interests may require.
5. Binding effect. The Easement and the rights and obligations established herein run with the land in perpetuity, and are 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, include the Grantee’s officers, employees, and agents.

6. Termination of Easement. If the Grantor, or its successors or assigns, desires to alter or vacate a portion or all of the Easement, the Easement may be adjusted accordingly if the County Engineer has certified in writing that the proposed modifications meet the requirements of 9VAC25-875 *et seq.* and Chapter 17 of the Albemarle County Code, as the regulations may be amended in the future. In addition to meeting these requirements, the Grantor must mitigate for any loss of nutrient credit reductions provided in the stormwater calculations for the Property described in the Maintenance Agreement due to such alteration or vacation. Upon termination of any portion of the Easement, any residue of the Easement will remain subject to this Deed of Dedication and Easement. The termination of any portion of the Easement will be recorded, at the sole expense of the Grantor, in the Circuit Court of Albemarle County, upon approval of the Albemarle County Attorney.

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.

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/COUNTY OF _____:

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