

This document was prepared by:
Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, Virginia 22902

Tax Map and Parcel Number 04500-00-00-066B0

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.

This **DEED OF EASEMENT**, made this ____ day of May, 2024 by and between **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor ("Property Owner"), and **RIVANNA WATER AND SEWER AUTHORITY**, a body politic and corporate created pursuant to the Virginia Water and Waste Authorities Act, whose address is 695 Moores Creek Lane, Charlottesville, Virginia 22902, Grantee (the "Authority").

WITNESSETH:

WHEREAS, the Authority has requested and Property Owner has agreed to grant the Authority the various easements shown on the plat attached hereto and recorded herewith entitled "Plat Showing RWSA Permanent Waterline Easements and Temporary Construction Easements to be Acquired by Rivanna Water and Sewer Authority on Albemarle Tax Map Parcel 45-66B on the Land of County of Albemarle, Rio Magisterial District, Albemarle County, Virginia" prepared by Rinker Design Associates, P.C. dated September 20, 2022, last revised March 9, 2023 (the "Plat"); and

WHEREAS, as shown on the Plat, the proposed easements cross a portion of the property conveyed to Property Owner by deed dated September 4, 2018, and recorded in the Clerk's Office of the Circuit Court of the County of Albemarle on September 20, 2018, in Deed Book 5096, page 538 (Instrument Number 201800010558) (the "Vesting Deed"), and Property Owner is the fee simple owner of the said property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner does hereby GRANT and CONVEY with SPECIAL WARRANTY of TITLE unto the Authority a perpetual right of way and easement to construct, install, operate, maintain, repair, replace, relocate and extend a water line consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of Property Owner located in the County of Albemarle, Virginia, and to access any other adjacent easement held by the Authority, the location and width of the easement hereby granted and the boundaries of the property being more particularly described and shown on the Plat as “40’ RWSA PERMANENT WATERLINE ESMT. (HEREBY GRANTED) AREA 1,” and “RWSA PERMANENT WATERLINE ESMT. (HEREBY GRANTED) AREA 2” (collectively, the “Water Easements”). Reference is made to the Plat for the exact location and dimension of the Water Easements hereby granted and the property over which the same crosses.

Further, Property Owner does hereby GRANT and CONVEY with SPECIAL WARRANTY of TITLE unto the Authority two temporary construction easements each for a term so long as necessary to construct and install those certain water lines comprising the RWSA South Fork Rivanna River Crossing Water Main project (the “Project”), of which the water line to be constructed in the Water Easements (the “Water Line”) is a part, and to do all things reasonably necessary and incident to such construction, provided that such term not exceed 10 years from the execution of this deed. The location and size of the temporary construction easements hereby granted and the boundaries of the property are more particularly described and shown on the Plat as “TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED) AREA 1,” and “TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED) AREA 2” (collectively, the

“Temporary Construction Easements”). Reference is made to the Plat for the exact location and dimension of the Temporary Construction Easements hereby granted and the property over which the same crosses. The Temporary Construction Easements shall each automatically terminate upon the expiration of the above-described term.

The Authority acknowledges that this Deed of Easement remains subject to the Virginia Open-Space Land Act, Virginia Code § 10.1-1700, et seq. (the “Act”), as required by the Vesting Deed. Property Owner warrants that it has all power and authority to convey this Deed of Easement. The Authority agrees to carry out all work in connection with the Project consistent with the plans prepared by Michael Baker International entitled “South Fork Rivanna River Crossing 24” Water Main RFB No. 400 Erosion and Sediment Control Plan WPO 2023-00031” (the “WPO Plan”), as such WPO Plan is approved by Albemarle County. Except as may be otherwise required by the WPO Plans, the Authority agrees (i) to construct and install the Water Line under the Rivanna River through the use of a trenchless horizontal directional drill (“HDD”), (ii) to cause no disturbance to the South Fork Rivanna River riverbed or to the wetlands within the Water Easements or the Temporary Construction Easements, (iii) to install silt fences and barrier fencing around all wetlands within the Water Easements or the Temporary Construction Easements during any activities that may subject such wetlands to sedimentation, and (iv) to repair and restore all surfaces within the Water Easements and the Temporary Construction Easements as nearly as reasonably possible to their prior condition, including but not limited to needed soil stabilization, replacement of ground cover, and spot improvements, as well as general site cleanup.

Easement Obstructions

Property Owner, its successors or assigns, agree that trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be located within the Water Easements, or the Temporary Construction Easements (during the term thereof). The Water Easements, and the Temporary Construction Easements (during the term thereof) shall include the right of the Authority to cut any trees, brush, and shrubbery, remove obstructions, and take other similar action reasonably necessary to provide economical and safe water line installation, operation, and maintenance. The Authority shall have no responsibility to Property Owner, its successors or assigns, to replace or reimburse the cost of trees, brush, shrubbery, or other obstructions located in the Water Easements, or the Temporary Construction Easements (during the term thereof) if cut or removed or otherwise damaged.

Easement Access and Maintenance

As part of the Water Easements and the Temporary Construction Easements, the Authority shall have the right to enter upon the above-described property within the Water Easements and the Temporary Construction Easements (during the term thereof) for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating and extending the above-described water line and appurtenances thereto within the Water Easements; and in addition, the Authority shall have the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, repair, replace, relocate and extend such water lines. If the Authority is unable to reasonably exercise the right of ingress and egress over the right-of-way, the Authority shall have the right of ingress and egress over the property of Property Owner adjacent to the right-of-way, and shall restore surface conditions of such property adjacent to the right-of-way as nearly as practical to the same condition as prior to the Authority's exercise of such right.

Excavation

Whenever it is necessary to excavate earth within the Water Easements or the Temporary Construction Easements (during the term thereof), 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.

Ownership of Facilities

The facilities constructed within the Water Easements shall be the property of the Authority, its successors and assigns, 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 Water Easement as are consistent with the purposes expressed herein.

SIGNATURES ON FOLLOWING PAGES

WITNESS the following signatures and seals:

PROPERTY OWNER:
COUNTY OF ALBEMARLE, VIRGINIA

_____(SEAL)
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia.

Notary Public

My commission Expires: _____ Commission No.: _____

Approved as to Form:

Albemarle County Attorney

GRANTEE:
RIVANNA WATER AND SEWER AUTHORITY

_____(SEAL)
Williams I. Mawyer, Jr., Executive Director

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by William I. Mawyer, Jr., Executive Director, on behalf of the Rivanna Water and Sewer Authority.

Notary Public

My commission Expires: _____ Commission No.: _____