

Prepared by:
Richard G. Rasmussen, III, VSB # 40694
McCallum & Kudravetz, P.C.
250 E. High Street
Charlottesville, VA 22902
(434) 293-8191

Tax Map Parcels: 09100-00-00-002E0 and 09100-00-00-01100

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this ____ day of _____, 2024, by and among the COUNTY OF ALBEMARLE (the “County”) and the COUNTY OF ALBEMARLE SCHOOL BOARD (the “School Board”).

W I T N E S S E T H :

WHEREAS, the County is the owner of that certain tract or parcel of land currently designated as Albemarle County Tax Map Parcel 09100-00-00-002E0, containing 13.27 acres, more or less (the “County Parcel”), as shown on a plat prepared by Timmons Group, dated June 21, 2024, entitled “Plat Showing Right-of-Way Dedication and Various Easements Across the Lands of County of Albemarle Tax Map Parcel 91-2E, Scottsville Magisterial District, Albemarle County, Virginia”, which plat is attached hereto as Exhibit A and recorded herewith (the “Plat”).

WHEREAS, the School Board is the owner of that certain tract or parcel of land currently designated as Albemarle County Tax Map Parcel 09100-00-00-01100, containing 15.80 acres, more or less, being the same property conveyed to the School Board by Deed of Gift of the County of Albemarle, Virginia, dated December 19, 2019, recorded in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia in Deed Book 5258, page 620 (the “School Board Parcel”), which is adjacent to the County Parcel.

WHEREAS, the County desires to grant certain easements to the School Board, as more particularly described herein and shown on the Plat.

NOW THEREFORE, in consideration of the foregoing recitals and the following mutual promises, agreements and undertakings, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Temporary Construction Easement. The County does hereby grant and convey unto the School Board, and its successors and assigns, a temporary construction easement (the “Temporary Construction Easement”) in the area designated as “TEMPORARY CONSTRUCTION EASEMENT (27,073 SF)” on the Plat (the “Temporary Construction Easement Area”), to allow the School Board and its respective employees, contractors, and agent to enter upon the County Parcel to (i) widen the entrance road, build an additional sidewalk, and rebuild the ADA curb ramp; (ii) construct stormwater management facilities; and (iii) install a conduit and connect to an existing conduit for the connection of ACPS fiber to the School Board Parcel (collectively, the “Construction Work”). The Temporary Construction Easement shall automatically terminate upon the completion of the Construction Work. Upon termination of the Temporary Construction Easement, the Temporary Construction Easement Area shall be restored to substantially the same condition that existed before commencement of the Construction Work with the exception of all improvements constructed as a part of the Construction Work which may remain. The Construction Work shall not disturb or impede the rights of ingress and egress of the Albemarle Fire and Rescue Station located on the County Parcel.

2. Private Sanitary Sewer Easement. The County does hereby grant and convey unto the School Board a perpetual easement upon, over and under the portion of the County Parcel designated as “20’ PRIVATE SANITARY SEWER EASEMENT HEREBY DEDICATED (107 SF)” on the Plat (the “Sanitary Sewer Easement Area”), to construct, install, maintain, repair, replace, and extend sanitary sewer lines consisting of pipes and appurtenances thereto, and to

connect such improvements to the School Board Parcel. The costs of maintaining the improvements within the portion of the Sanitary Sewer Easement Area up to and including the Albemarle County Service Authority manhole shall be borne solely by the School Board. The costs of maintaining the remaining portion of the Sanitary Sewer Easement Area shall be borne solely by the County.

3. Easement Areas. As used herein, the term “Easement Areas” shall include the Temporary Construction Easement Area and the Sanitary Sewer Easement Area.

4. Ownership of the Improvements. All fiberoptic cables installed by the School Board and all improvements constructed within the Sanitary Sewer Easement Area shall be and remain the property of the School Board. All other improvements constructed pursuant to this Agreement shall be and remain the property of the County.

5. Right of Ingress and Egress. The School Board shall have the right and easement of ingress and egress over any lands of the County adjacent to the Easement Areas between any public or private roads and the Easement Areas, to inspect, maintain and operate the improvements.

6. Right to Inspect, Maintain and Operate the Improvements. The School Board may enter the Easement Areas to inspect, maintain and operate the improvements in the Easement Areas.

7. Right of the School Board to Disturb and Maintain the Easement Areas. The School Board shall have the right within the Easement Areas to 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 School Board, at its own expense, shall restore as nearly as possible, the premises to their original condition. This restoration shall include the backfilling of trenches, the replacement of fences and

shrubbery, the reseeding or resodding of lawns or pasture areas, and the repair or replacement of structures and other facilities located outside of the Easement Areas that were damaged or destroyed by the School Board. However, the School Board shall not be required to repair or replace any structures, trees, or other facilities located within the Easement Areas, but be required only to repair or replace groundcover within the Easement Areas that was disturbed, damaged or removed as a result of installing or maintaining any of the improvements. In addition, the School Board shall remove from the Easement Areas all trash and other debris resulting from the installation, maintenance or operation of an improvement, and shall restore the surface thereof to its original condition as nearly as reasonably possible. Notwithstanding the foregoing, the School Board shall not be required to repair or replace anything identified in this paragraph if to do so would be inconsistent with the proper maintenance or operation of the improvements. In addition, neither the School Board nor any other public agency shall be responsible for conducting routine maintenance except as expressly provided in this paragraph.

8. Right of the County to Maintain the Easement Areas. The County shall have the right to perform routine maintenance of the Easement Areas, including the removal of trash and landscaping debris, mowing and manicuring lawns and groundcovers, and making any other aesthetic improvements desired by the County that are not inconsistent with the rights herein conveyed, and which do not adversely affect the proper operation of any of the improvements. The right to maintain the Easement Areas does not include the right to maintain the improvements.

9. School Board's Right to Assign. The School Board shall have the right to assign this Easement as its interests may require.

10. Binding Effect. The easements and the rights and obligations established herein shall run with the land in perpetuity, and shall be binding upon the County, the School Board, and

their successors and assigns. All references herein to the County and the School Board include their respective successors and assigns, and, when exercising any right or obligation herein, includes their officers, employees and agents.

WITNESS the following signatures and seals.

COUNTY OF ALBEMARLE

By: _____ (SEAL)
Name: _____
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged this _____ day of _____ 2024,
by _____, _____ of the County of Albemarle,
on its behalf.

Notary Public

My Commission Expires: _____

County of Albemarle School Board

By: _____ (SEAL)

Name: _____

Its: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged this _____ day of _____ 2024,
by _____, _____ of the County of Albemarle School Board, on its
behalf.

Notary Public

My Commission Expires: _____

EXHIBIT A