

This document prepared by and when recorded return to:
Williams Mullen, P.C.
321 E. Main Street, 4th floor
Charlottesville, VA 22902
Attn: Mary Katherine McGetrick, Esq. #47084

Tax Parcel Nos. 091A0-00-00-000A0 and 09000-00-00-035L0

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT (this "Agreement") dated as of May 31st, 2018 (the "Effective Date"), by and between **AVON PROPERTIES, LLC**, a Virginia limited liability company (the "Grantor") to be indexed as grantor, and **JAMES R. MOSS** (the "Grantee") to be indexed as grantee, recites and provides as follows:

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Albemarle County, Virginia, having approximately 1.7 acres, and being more specifically identified as County tax parcel number 091A0-00-00-000A0 (the "Grantor Property").

WHEREAS, Grantee is the owner of certain real property located in Albemarle County, Virginia, having approximately 0.91 acre, with an address of 2511 Avinity Drive, and being more specifically identified as County tax parcel number 09000-00-00-035L0 (the "Grantee Property").

WHEREAS, Grantee desires to obtain an easement for access over and through a portion of the Grantor Property as described herein for ingress and egress to and from the Grantee Property for the purposes and subject to the terms and conditions hereinafter set forth.

WHEREAS, Grantor desires to grant said easement for access over and through the Grantor Property as hereinafter provided and subject to the terms and conditions hereof.

AGREEMENT

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

1. **Access Easement.**

1.1 Subject to the terms and conditions set forth herein, Grantor does hereby grant and convey to Grantee, a perpetual, non-public, non-exclusive easement on the Grantor Property for the benefit of and appurtenant to the Grantee Property (together with Grantee and its successors in title) across, along, on, over and through the Grantor Property from the northern

boundary of the Grantee Property to the connection point on Avinity Drive, for purposes of ingress and egress from Grantee Property over and across Avinity Drive to Avon Street Extended, a public right of way (the "Easement Area"), for vehicular and pedestrian travel, and ingress and egress to and from the Grantee Property ("Access Easement"). This Access Easement shall be non-public and shall not be dedicated to public use. The Access Easement is shown as "120' Access Easement to Benefit TMP 90-35L" on that certain Plat titled "Subdivision Plat, Avinity, Phase I, Lots 27 thru 93," dated February 9, 2011, prepared by Roudabush, Gale & Associates, Inc. and recorded in Deed Book 4018, page 497.

1.2 The easements, rights of use and access and covenants created herein are (i) expressly made subject to such recorded conditions, restrictions, easements and reservations and such other matters of record as may lawfully apply to the Grantor Property, and (ii) not for the benefit of the general public, but only for the benefit of Grantee, its successors in title, and only that property shown as TM 90 P 35L on the approved application plan attached hereto as Exhibit A.

2. Grantor's Reservation of Rights. Grantor for itself and its successors, assigns, employees, agents, contractors, servants, licensees, customers, affiliates, parent, invitees or guests hereby reserves all rights to the Grantor Property not inconsistent with the rights of use and access and covenants created herein.

3. Captions and Headings. The captions and headings contained in this Agreement are included herein for the convenience of reference only and shall not be construed to limit or enlarge the terms hereof or otherwise affect the meaning or interpretation of this Agreement.

4. Invalidation. The invalidation of any provision of this Agreement by judgment, court order, legislative mandate or a finding that such provision is illegal, invalid or unenforceable shall in no way affect any other provision hereof, and all other provisions hereof shall remain in full force and effect.

5. Waiver. Waiver by any party of a breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

6. Modifications. This Agreement shall not be amended or modified unless in writing by the parties hereto.

7. Governing Law. The parties hereto agree that all matters of construction and interpretation with regard to this Agreement shall be governed by the laws of the Commonwealth of Virginia.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has placed its signature and seal on this Agreement as of the date and year first written above pursuant to all necessary authority.

GRANTOR:

AVON PROPERTIES, LLC, a Virginia limited
Liability company

By:

Name:

Title:

COMMONWEALTH OF VIRGINIA)

) TO-WIT

CITY/COUNTY OF Charlottesville

The foregoing instrument was acknowledged before me, Madison M. McDonald, Notary Public, this 31st day of May, 2018, by Andrew S. Dondro as Vice-President of Avon Properties, LLC, a Virginia limited liability company, who is personally known to me, on behalf of the company.

Min Mu

Registration Number: 7633624

My commission expires: 8.31.2019

Notary Seal



EXHIBIT A

APPROVED APPLICATION PLAN FOR AVINITY

