

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, 17.1-279(E), and 58.1-811(D)

This **DEED OF GIFT AND DONATION** is made this _____ day of _____,
2026, between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the
Commonwealth of Virginia, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal
corporation and a political subdivision of the Commonwealth of Virginia, collectively
“Grantor”, and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION**,
“Grantee”.

WITNESSETH: That for and in consideration of the good will and public benefit to be
derived from this donation including the improvement of the roads of the Commonwealth, and
other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor
grants and conveys to the Grantee the permanent right and easement to construct, operate and
maintain drainage facilities, on the land located in the County of Albemarle, Virginia, described as
follows:

Being as shown on Sheets 3, 3RW, 3D and 3DRW of the plans for Route 250, State
Highway Project 0250-002-030, RW201, beginning on the South (right) side of the Free Bridge
Lane Construction Baseline from the lands now or formerly belonging to the Commonwealth of
Virginia opposite Station 41+99.06 to a point in the lands of the landowner opposite Station
48+07.95, with said drainage easement being shown as “Proposed Permanent Drainage

Easement for Construction & Maintenance Access of Drain Structures and Ditch”, and containing 18,845 square feet, more or less.

WITNESSETH: That for an in consideration of the good will and public benefit to be derived from this donation including the improvement of roads of the Commonwealth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants and conveys to the Grantee the temporary right and easement to use the area located in the County of Albemarle from opposite Station 44+74.44 to opposite Station 48+75.00, containing 17,419 square feet, more or less, and being shown as “Proposed Temporary Construction Easement”. This temporary construction easement will terminate at such time as the aforesaid project is completed.

The source being part of the same property acquired by the landowners from John Bosely, by Deed dated May 20, 1994 and recorded on June 22, 1994 in Deed Book 1412, Page 692, in the Office of the Clerk of the Circuit Court of the County of Albemarle.

The area of the aforesaid permanent easement is located and marked in GREEN, and the temporary easement is located and marked in ORANGE, which photocopies are hereto attached as part of the conveyance to be recorded herewith in the State Highway Plat Book _____, Page _____.

The Grantor by the execution of this instrument acknowledges that the plans for the project as they affect the Grantor's property have been fully explained to the Grantor or the Grantor's authorized representative.

It is agreed between the parties hereto that the Grantee and their agents shall have the right to inspect the drainage facilities and to cut and clear all undergrowth and other obstructions in and along the same adjacent thereto that may in any way endanger or interfere with the proper use thereof.

The Grantor by the execution of this instrument acknowledges that the easement being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. The Grantor also acknowledges that the Grantor is entitled to be compensated for the easement hereby conveyed and, pursuant to Virginia Code Section 25.1-417 and by this donation, hereby waives the Grantor's right to an appraisal and compensation.

The Grantor covenants and agrees for the Grantor, their heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for said easement, and for damages, if any, to the value of the lands of the Grantor which may result by reason of the use to which the Grantee will put the easement being conveyed. This paragraph, however, does not apply to any physical damages caused by the Grantee, its agents and contractors done to the Grantor's remaining property during construction of the aforesaid project.

By accepting and recording this deed, the Grantee accepts the donation of the before described real estate.

SIGNATURES AND NOTARY CERTIFICATES ON FOLLOWING PAGE

WITNESS the following signature(s) and seal(s)

GRANTOR:

COUNTY OF ALBEMARLE, VIRGINIA

_____(SEAL)
Jeffrey B. Richardson
County Executive

COMMONWEALTH /STATE OF

CITY/COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by Jeffrey B. Richardson, County Executive for the County of Albemarle, Virginia, on
behalf of the County of Albemarle.

My Commission expires _____ .

Notary Registration No.: _____.

Notary Public

Approved as to Form:

County Attorney

Date

GRANTOR:

CITY OF CHARLOTTESVILLE, VIRGINIA

_____(SEAL)

By: _____
Samuel Sanders, Jr.

Title: City Manager

COMMONWEALTH /STATE OF

CITY/COUNTY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by Samuel Sanders, Jr., City Manager of the City of Charlottesville

Virginia, on behalf of the entity.

My Commission expires _____ .

Notary Registration No.: _____.

Notary Public

Approved as to Form:

City Attorney

Date

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Section
1601 Orange Road
Culpeper, VA 22701

PROJECT 0250-002-030, RW201
UPC 123044
PARCEL 014