This document was prepared by:

Rivanna Water and Sewer Authority

695 Moores Creek Lane

Charlottesville, Virginia 22902

Tax Map and Parcel Number 06000-00-00-078A0

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 , 2021 by and between **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, 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 Property Owner has agreed to grant the Authority the easements shown on the plat attached hereto and recorded herewith entitled “Plat Showing A RWSA PERMANENT WATERLINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT to be acquired by RIVANNA WATER AND SEWER AUTHORITY on the land of COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA, Jack Jouett Miller Magisterial District, Albemarle County, Virginia”, prepared by Rinker Design Associates, P.C., dated March 18, 2020 (the “Plat”); and

WHEREAS, as shown on the Plat, the proposed easements cross a portion of the property conveyed to Property Owner by deed recorded in the Clerk’s Office of the Circuit Court of the County of Albemarle in Deed Book 287, page 414, 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 GENERAL 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 Water Line Easement (the “Water Easement”). Reference is made to the Plat for the exact location and dimension of the Water Easement hereby granted and the property over which the same crosses.

Further, Property Owner does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE unto the Authority temporary construction easements for a term so long as necessary to construct and install a water line and to do all things reasonably necessary and incident to such initial construction, the location and size of each of the temporary construction easements hereby granted and the boundaries of the property being more particularly described and shown on the Plat as “Temporary Construction Easement” (the “Temporary Construction Easement”). Reference is made to the Plat for the exact location and dimension of the Temporary Construction Easement hereby granted and the property over which the same crosses. The Temporary Construction Easement shall automatically terminate upon the expiration of the above-described term. The Authority agrees to submit a construction plan and schedule to Property Owner for review and approval prior to the start of construction, such approval not to be unreasonably withheld, and to the extent possible, the Authority will seek to minimize disruptions to the operations and educational programs of the Property Owner.

Hereinafter, the Water Easement and the Temporary Construction Easement shall be referred to collectively as the “Easements”.

Should the Authority fail to materially complete construction of the Project by December 31, 2050, the Authority does thereby SURRENDER, QUITCLAIM, RELEASE, and CONVEY unto Property Owner all of its right, title, and interest in and to the Easements. Consideration paid to the Property Owner for the Easements will remain with the Property Owner without offset or refund to the Authority.

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 Easements. The Easements shall include the right of the Authority to cut any trees, brush and shrubbery, remove obstructions and take other similar action within the Easements reasonably necessary to provide economical and safe water line construction, installation, operation, maintenance, repair, replacement, relocation and extension. 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 Easements if cut or removed or otherwise damaged.

Easement Access and Maintenance

As part of the Easements, the Authority shall have the right to enter upon the above-described property within the Easements for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating, and extending the above-described water line and appurtenances thereto, within the Water Easement; 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, provided, however, that the Authority, to the extent possible, does not interfere with school activities and operations, 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 Easement, 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 and consistent with the provisions of the section titled “Easement Obstructions” above, 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 Easement 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.

Relocation of Temporary and Permanent Easements

Prior to construction of the above-described water line and appurtenances, the Property Owner may, at its cost and expense, relocate the Easements to other property of the Property Owner; provided that (i) Property Owner gives the Authority ninety (90) days’ prior notice of its intent to relocate the Easements, which notice shall include a plat showing the proposed location of the relocated Easements; (ii) the utility of the relocated Easements shall be at least equivalent to the original Easements; and (iii) the relocated Easements shall connect with adjacent parcels in the exact same location as the original Easements. The Authority shall have the opportunity to review and approve the proposed relocated Easements, and such approval shall not be unreasonably delayed or withheld. Following approval of the relocated Easements by the Authority, the Property Owner will, at its cost and expense, prepare and record a deed of easement for the benefit of the Authority with a plat showing the relocated Easements, in form and substance reasonably satisfactory to the Authority and with the same rights, privileges and conditions as herein set forth, and upon recordation of the same by Property Owner, the Authority agrees to execute a quitclaim deed to the Property Owner to vacate the original Easements.

If, after construction of the above-described water line and appurtenances, the Property Owner deems it necessary or advisable to relocate for the Property Owner’s convenience any portion of the water main and appurtenances, the Authority shall relocate such water line and appurtenances at the Property Owners full cost and expense, to other property of the Property Owner mutually agreed upon between the Property Owner and the Authority, and the Property Owner, for no additional consideration, shall grant unto the Authority the necessary easements to effect such relocation; provided that (i) the utility of the relocated easements shall be at least equivalent to the original Water Easement and (ii) the relocated water line and easements shall connect with adjacent parcels in the exact same location as the originals. The Authority shall have the opportunity to review and approve the proposed new water line alignment and easements prior to commencing with design efforts, and such approval shall not be unreasonably delayed or withheld. Following approval of the relocated easements by the Authority, the Property Owner will, at its cost and expense, prepare and record a deed of easement for the benefit of the Authority with a plat showing the relocated easements in form and substance reasonably satisfactory to the Authority and with the same rights, privileges and conditions as herein set forth. Upon recordation of the relocated easement by Property Owner and completion of the relocation of that portion of the water main and appurtenances by the Authority, the Authority agrees to execute a quitclaim deed to the Property Owner to vacate that portion of the original Water Easement.

**SIGNATURES ON FOLLOWING PAGE**

**WITNESS** the following signatures and seals:

PROPERTY OWNER:

COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA

By: (SEAL)

Name:

Title:

COMMONWEALTH OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commission No.:

AUTHORITY:

RIVANNA WATER AND SEWER AUTHORITY

By: (SEAL)

William I. Mawyer, Jr., P.E., Executive Director

COMMONWEALTH OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by William I. Mawyer, Jr., P.E. as Executive Director of Rivanna Water and Sewer Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commission No.: