

This document was prepared by:
Mary Katherine McGetrick, Esq.
Williams Mullen
P.O. Box 1320
Richmond, Virginia 23218-1320

Tax Map Nos. 91-11, 91-15 and 91-9

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

THIS TEMPORARY CONSTRUCTION AND GRADING EASEMENT (the “Easement”) is entered into as of the _____ of _____, 2022, by and between **COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA** (the “Grantor”) and **GALAXIE FARM INVESTMENTS, LLC**, a Virginia limited liability company (the “Grantee”).

RECITALS

A. Grantor is owner of certain real property identified as Tax Map No. 09100-00-00-01100 located in Albemarle County, Virginia (the “Grantor Property”), as more particularly shown on the plat attached hereto as Exhibit A.

B. Grantee is the owner of certain real property identified as Tax Map Nos. 09100-00-00-00900 and 09100-00-00-01500 located adjacent to the Grantor Property (the “Grantee Property”), as more particularly shown on the plat attached hereto as Exhibit A.

C. In connection with Grantee’s improvement of an access road on the Grantee Property (the “Access Road”), it is necessary to change the grading on a portion of the Grantor Property as shown and designated as “NEW TEMPORARY CONSTRUCTION AND GRADING EASEMENT” on Exhibit A attached hereto (the “Easement Area”).

D. Grantor desires to convey to Grantee a temporary easement as shown on the Easement Plat for the purpose of clearing, grading, filling, and installing and constructing stormwater and erosion control devices, on, in and over all those portions of the Grantor Property included within the Easement Area as shown on that certain plat dated February 7, 2022, prepared by Roudabush, Gale & Associates, Inc., entitled “Plat Showing Temporary Construction and Grading Easement Crossing Tax Map 91 Parcel 11, Scottsville Magisterial District, Albemarle County, Virginia (the “Easement Plat”).

NOW THEREFORE, and in consideration of the premises contained herein, and other good and valuable consideration exchanged between the parties hereto, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby establish, give, grant and convey to Grantee, and its successors and assigns, a non-exclusive temporary construction and grading easement (the "Temporary Easement") to clear, remove vegetation, grade, fill with dirt, install and construct stormwater and erosion control devices, change the slope, seed with grass and otherwise landscape within the Easement Area, as required by any applicable County of Albemarle ordinances and in accordance with any requirements of the County of Albemarle. During the term of the Temporary Easement, Grantee and its successors and assigns may use the Temporary Easement to access the Grantor Property as necessary to improve the Access Road.

2. Upon termination of the Temporary Easement, Grantee agrees to leave any disturbed area seeded and/or landscaped in the condition required by the approved site plan for Grantee's development and as may be required by the County of Albemarle. The Temporary Easement shall terminate when Grantee has completed construction of the Access Road on the Grantee Property and the applicable authorities, including the County of Albemarle and the Virginia Department of Transportation have finally inspected and approved the Access Road on the Grantee Property. Upon termination of the Temporary Easement, Grantee and its successors and assigns and any subsequent owners of the Grantee Property shall have no further obligation or responsibility to maintain or landscape the Easement Area.

3. Grantee covenants and agrees to indemnify, defend and hold the Grantor harmless from and against any and all direct loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses (including reasonable attorneys' fees) arising out of Grantee's use of the Temporary Easement and Grantee's activities within the Easement Area, provided, however that Grantee shall have no liability for any pre-existing conditions on the Grantor Property that are discovered in the course of Grantee's activities, including without limitation any pre-existing environmental conditions or for any conditions caused by the negligence or intentional misconduct of the owner of the Grantor Property or such owner's agents or contractors. In addition, Grantor will be named as an additional insured under any general liability or umbrella insurance policy maintained by Grantee with respect to the Easement Area.

4. This Temporary Easement shall run with the land and inure to the benefit of the Grantee Property. All references herein to Grantor and Grantee shall also refer to their respective successors, heirs and assigns.

5. This Temporary Easement is not intended to, and shall not be construed to, dedicate this Easement to the public or to any third party (other than Grantee's successors and assigns).

6. This Agreement shall not be construed to create any joint venture or partnership between Grantor and Grantee, and no such relationship is intended by the parties.

7. This Agreement may be amended only by a writing signed by the party against whom such amendment is sought to be enforced.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement shall be recorded, and the cost and expense associated therewith shall be borne by Grantee.

10. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed in their respective names by their duly authorized representatives, effective as of the day and year first above written.

GRANTOR:

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 _____, 2022, by _____.

Notary Public

My commission Expires: _____

Commission No.: _____

GRANTEE:

GALAXIE FARM INVESTMENTS, LLC,
a Virginia limited liability company

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

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____ as _____ of Galaxie Farm Investments,
LLC, a Virginia limited liability company, on behalf of the company. He is personally known to
me or has produced a driver’s license as identification.

My Commission Expires:

NOTARY PUBLIC

Print Name _____
Commission No.: _____

EXHIBIT A

[ATTACH EASEMENT PLAT]