

This document prepared by Scott|Kroner, PLC .

After recording, return to: Scott|Kroner, PLC
418 East Water Street
Charlottesville, VA 22902

TMP 05600-00-00-017A0 (portion)

DEED OF EASEMENT AND RELEASE

This DEED OF EASEMENT AND RELEASE, is made and entered into this ____ day of _____ 2010, by and among COUNTY SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA, hereinafter referred to as "First Grantor," CROZET MEADOWS, L.P., a Virginia limited partnership, hereinafter referred to as "Second Grantor," and ALBEMARLE COUNTY SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia, whose address is 168 Spotnap Road, Charlottesville, VA 22911, hereinafter referred to as "Grantee."

WHEREAS, pursuant to a deed dated November 13, 1978, recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, in Deed Book 660, Page 184, the County School Board of Albemarle County, Virginia, granted a perpetual right-of-way and easement for the construction, installation and maintenance of a sanitary sewer line consisting of pipes and appurtenances thereto (the "Existing Easement") across a portion of Tax Map Parcel 56-17A (the "School Board Property") to Jordan Development Corporation, Inc., a non-profit charitable Virginia corporation for the use and benefit of the adjacent parcel, Tax Map Parcel 56-14C; and

WHEREAS, the Existing Easement is more particularly shown as "Existing 15' Sanitary Sewer Easement" on the plat entitled "Easement Plat New 20' Sanitary Sewer Easement Located On Tax Map 56 Parcel 17A The Property of County School Board of Albemarle County At Brownsville White Hall District Albemarle County, Virginia," by Roger W. Ray & Assoc., Inc., dated November 25, 2009, and attached hereto for recordation (the "Plat"); and

WHEREAS, Crozet Meadows, L.P., is the successor in title to Jordan Development Corporation, Inc., and current owner of Tax Map Parcel 56-14C; and

WHEREAS, Crozet Meadows, L.P., is constructing a residential development on Tax Map Parcel 56-14C, that requires the creation of a new 20' sanitary sewer easement across a portion of the School Board Property, such new easement being more particularly shown on the Plat as "New 20' Sanitary Sewer Easement."

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, First Grantor hereby GRANTS, BARGAINS, SELLS AND CONVEYS unto the Grantee, its successors and assigns, with General Warranty and English Covenants of Title, a perpetual right of way and easement, 20' in width, to construct, install, maintain, repair, replace, and extend sewer lines consisting of pipes and appurtenances thereto; PROVIDED HOWEVER, that it is expressly understood and agreed that the Grantee shall not be deemed to have accepted the conveyance set forth

hereinabove until such time as the same shall have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of the Grantee.

Reference is made to the Plat for the exact location and dimensions of such easement, identified as "New 20' Sanitary Sewer Easement," as it crosses the property of the First Grantor.

First Grantor, for itself and its successors or assigns, agrees that no new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easement conveyed herein. As a part of this easement, the Grantee shall have the right to enter upon the above-described property within the easement for the purpose of constructing, installing, maintaining, repairing, replacing and extending sewer lines and appurtenances thereto within such easement and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer lines. If the Grantee is unable reasonably to exercise the right of ingress and egress over the right-of-way, the Grantee shall have the right of ingress and egress over the property of the First Grantor adjacent to the right-of-way.

Whenever it is necessary to excavate earth within the easement, the Grantee 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 the excavation, including the restoration of such paved surfaces as may be damaged or disturbed as a part of such excavation.

The easement provided for herein shall include the right of the Grantee to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe sewer line installation, operation and maintenance. The Grantee shall have no responsibility to the First Grantor, its successors or assigns, to replace or reimburse the cost of said trees, brush shrubbery or obstructions if cut, removed or otherwise damaged.

The facilities constructed within the perpetual easement shall be the property of the Albemarle County Service Authority 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 permanent easement as are consistent with the purposes expressed herein.

FURTHER, in consideration of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Second Grantor EXTINGUISHES, ABANDONS and RELEASES all of its right, title and interest in the Existing Easement.

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WITNESS the following signatures and seals:

Crozet Meadows, L.P.,
a Virginia limited partnership

By: Crozet Meadows Associates, LLC
a Virginia limited liability company,
its General Partner

By: _____
Forrest D. Kerns,
Executive Manager

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

Subscribed, sworn, and acknowledged before me this ____ day of _____, 2010, by Forrest D. Kerns, Executive Manager of Crozet Meadows Associates, LLC, a Virginia limited liability company, General Partner of Crozet Meadows, L.P., a Virginia limited partnership, on behalf of the limited partnership.

Notary Public

My commission expires: _____

Notary registration number: _____

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Approved as to form:

County Attorney

County School Board of Albemarle County, Virginia

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____

Subscribed, sworn, and acknowledged before me this ____ day of _____, 2010, by _____, _____, County School Board of Albemarle County, Virginia, on behalf of the School Board.

Notary Public

My commission expires: _____

Notary registration number: _____