

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Tax Map and Parcel Number _____

This deed is exempt from taxation under Virginia Code §§ 58.1-811(A)(3).

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT is made this ____ day of _____, 2007 by and between _____, Grantor, and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of the real property located in Albemarle County that is described below and hereinafter referred to as the “Property;”

WHEREAS, the Grantor desires to dedicate, grant and convey to the Grantee, and Grantee is willing to accept, an easement over the Property for the purpose of allowing the Grantee to establish and maintain a public access trail and greenway, including authorized improvements (collectively, the “Greenway”), subject to the terms and conditions stated in this Deed.

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys, covenants and agrees as follows:

1. DEDICATION, GRANT AND CONVEYANCE OF EASEMENT. For and in consideration of ONE DOLLAR (\$1.00), cash in hand paid, the Grantor hereby dedicates, grants and conveys to the Grantee and their successors and assigns (hereafter, all references to the Grantee include its successors and assigns), with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, a thirty-foot (30) wide public access trail and greenway easement (the “Easement”) in gross over the Property described below, restricting in perpetuity the use of the Property in the manner set forth herein:

[LEGAL DESCRIPTION]

The property interest conveyed herein is a portion of that certain lot(s) or parcel(s) of land acquired by the Grantor by a deed recorded in the land records of the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, in Deed Book ____, page ____.

2. **PURPOSES OF THE EASEMENT.** The purposes of the Easement are to establish on the Property a segment of a countywide system of greenway trails that will link people to the area's natural, recreational, cultural and commercial resources. As part of this system, the Easement will serve to protect important and/or sensitive resources, provide recreational and educational opportunities, provide an alternative transportation system, and provide an economic benefit.

3. **ESTABLISHMENT AND MAINTENANCE OF THE GREENWAY.** The Grantee shall have the right to establish and maintain at its expense a Greenway within the Easement, as follows:

A. **Public access trail.** The Grantee may establish and maintain, in its sole discretion, either Class A or Class B trails. The trails shall be available for pedestrians and bicyclists.

B. **Improvements.** The Grantee may establish and maintain the following improvements within the Easement: (1) appropriate trail surfaces, foot bridges and associated trail structures and culverts; (2) trail markers and signs along all trails and at all points of access; (3) barriers, fences and gates to prevent motorized vehicular access into the Easement; (4) benches for the convenience and comfort of the public; and (5) all other improvements that are reasonable for a public access trail.

C. **Ownership of improvements.** All improvements within the Easement established by the Grantee shall be and remain the property of the Grantee.

D. **Right to inspect, maintain and operate the greenway.** The Grantee may enter the easement to inspect, maintain and operate the greenway as provided herein:

1. **Right to disturb and maintain the Easement premises.** The Grantee shall have the right to trim, cut or remove any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions; and take other similar action reasonably necessary to establish, maintain and operate an adequate and fully functioning Greenway; provided, however, that: (1) the Grantee, at its own expense, shall restore as nearly as possible, repair and replace only ground cover disturbed, damaged or removed as a result of establishing, maintaining or operating the Greenway to the extent the restoration or replacement is consistent with its proper maintenance, operation, and use; and (2) after the Grantee establishes the Greenway, no trees

having a diameter at breast height of four (4) inches or greater shall be removed, destroyed or cut within the Easement except to protect public safety, eliminate trees that are either diseased, dying or dead, or is deemed necessary in accordance with standard arborist practices.

2. Obligation to remove trash and other debris. The Grantee shall remove from the Easement all trash and other debris resulting from the establishment, maintenance or operation of the Greenway.

4. **RESTRICTIONS ON USES AND ACTIVITIES IN THE EASEMENT.** The Grantee shall have the right to regulate and restrict the uses and activities of the public within the Easement, in its sole discretion.

5. **MISCELLANEOUS PROVISIONS.**

A. Easement runs with the land. The Easement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

B. Exclusivity; restrictions. The Easement is an exclusive easement. Neither the Grantor nor any person acting under the Grantor's express or implied consent shall modify, alter, reconstruct, interfere with, disturb or otherwise change in any way the land or any improvement located within the Easement; and further provided that such persons shall not construct or maintain any roadway, or erect any building, fence, retaining wall or other structure within the Easement.

C. Grantee's right to assign. The Grantee shall have the right to assign this Deed as its interests may require. An eligible assignee shall be one that is able to perform the terms, conditions and obligations of this Deed to assure that its purposes are fulfilled.

D. Enforcement. In addition to any remedy provided by law to enforce the terms of this Deed, the parties shall have the following rights and obligations:

1. Action at law inadequate remedy. It is conclusively presumed that an action at law seeking a monetary remedy is an inadequate remedy for any breach or violation, or any attempted breach or violation, of any term of this Deed.

2. Failure to enforce does not waive right to enforce. The failure of either Grantee to enforce any term of this Deed shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve the Grantor from thereafter complying with any such term.

3. No third party right of enforcement. Nothing in this Easement shall create any right in the public or any third party to maintain any suit or action against any party hereto.

E. Notice of proposed transfer or sale. The Grantor, its successors and assigns, shall notify the Grantee in writing at the time of closing on any transfer or sale of the Property. In any deed conveying all or any part of the Property, the Easement shall be referenced by deed book and page number in the deed of conveyance and shall state that this Deed is binding upon all successors in interest in the Property in perpetuity.

F. Relation to applicable laws. This Deed does not replace, abrogate or otherwise supersede any federal, state or local laws applicable to the Property.

G. Severability. If any provision of this Deed is determined to be invalid by a court of competent jurisdiction, the remainder of this Easement shall not be affected thereby.

H. Recordation. Upon execution by the parties, this Deed shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Albemarle, Virginia.

I. Authority to convey easement. The Grantor covenants that it is vested with good title to the Property and may convey the Easement.

J. Authority to accept easement. The Grantee is authorized to accept the Easement pursuant to Virginia Code § 15.2-1800.

K. Hold harmless. The Grantee shall hold the Grantor harmless as provided in Virginia Code § 29.1-509(E).

The Grantee, acting by and through its County Executive, duly authorized by resolution adopted by the Board of Supervisors of the County of Albemarle, Virginia, accepts the conveyance of this property pursuant to Virginia Code § 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed.

WITNESS the following signatures.

GRANTOR:

NAME

By: _____

Title: _____

GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Robert W. Tucker, Jr.
County Executive

Approved as to form:

County Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____, Grantor.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by Robert W. Tucker, Jr., on behalf of the County of Albemarle, Virginia, Grantee.

Notary Public

My Commission Expires: