

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

Parcel ID Numbers 04000-00-00-12A

This deed is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and 58.1-811(C)(4) and from Clerk's fees under *Virginia Code* § 17.1-266.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, 2021, between **JOSEPH T. HENLEY, III**, hereinafter referred to as the "Grantor" and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to as the "County," whose address is 401 McIntire Road, Charlottesville, Virginia, 22902, and the **ALBEMARLE COUNTY EASEMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia established pursuant to *Virginia Code* § 15.2-5600 *et seq.*, hereinafter sometimes referred to as the "ACEA," whose address is 401 McIntire Road, Charlottesville, Virginia, 22902; the County and the ACEA are hereinafter each referred to individually as "Grantee" and collectively referred to as the "Grantees";

WITNESSETH

- R-1. 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;"
- R-2. WHEREAS**, the Grantees are authorized to acquire and hold open-space easements (hereinafter "conservation easements") over qualifying properties under the County's Acquisition of Conservation Easements (hereinafter "ACE") Program, codified in Appendix A.1 of the *Albemarle County Code*, in order to accomplish the purposes of the ACE Program and under the Open-Space Land Act (*Virginia Code* § 10.1-1700 *et seq.*);

- R-3. WHEREAS**, the Grantor has voluntarily offered and agreed to have the Property be subject to the terms of this conservation easement (hereinafter, the “Easement”);
- R-4. WHEREAS**, the Property is composed of one (1) parcel of record totaling 19.10 acres, more or less;
- R-5. WHEREAS**, the Property has a total of five (5) theoretical division rights, as that term is defined in Appendix A.1 of the *Albemarle County Code*, which, if fully exercised, could result in the establishment of up to five (5) parcels and five (5) dwelling units on the Property;
- R-6. WHEREAS**, at the time of the granting of this Easement, there is one dwelling unit and other improvements on the Property, as documented in the Baseline Report executed by the Grantor, a copy of which is on file with the County, and which is incorporated by reference into this Easement;
- R-7. WHEREAS**, the Property has significant conservation values, including over twenty-three hundred linear feet (2,300’) of common boundary with an existing easement, over six hundred linear feet (600’) of frontage on White Hall Road (State Road 810), a Virginia scenic byway, is situated in the watershed of Beaver Creek Reservoir, a drinking supply reservoir for Crozet, and other attributes that justify its qualification under the ACE Program and the Open-Space Land Act;
- R-8. WHEREAS**, for land use planning purposes, the Property is located in a Rural Area, as defined in the Comprehensive Plan;
- R-9. WHEREAS**, the conveyance of this Easement over the Property will preserve the characteristics of the Property pursuant to certain clearly delineated state and local governmental conservation policies, described in greater detail herein;
- R-10. WHEREAS**, the Property has qualified for reduced taxation under the Albemarle County land use assessment program pursuant to *Virginia Code* §§ 58.1-3230 *et seq.*;
- R-11. WHEREAS**, the Property lies in the vicinity of several other parcels under open-space easements and contributes to the open-space values of the area containing such lands under easement;

R-12. WHEREAS, the Property is within the Chesapeake Bay watershed and contributes in its undeveloped state to the water quality of the Chesapeake Bay and its watershed and to the goals of the multi-jurisdictional 2014 Chesapeake Bay Watershed Agreement;

R-13. WHEREAS, the conveyance of this Easement over the Property furthers the goals of the Albemarle County Comprehensive Plan to protect Albemarle County's natural, scenic and historic resources, promotes the continuation of a viable agricultural and forestal industry and resource base, protects Albemarle County's surface water and ground water supplies, and protects Albemarle County's agricultural lands as a resource base for its agricultural industries and for related benefits they contribute towards the County's rural character, scenic quality, natural environment, and fiscal health;

R-14. WHEREAS, the Rural Area Chapter of the Albemarle County Comprehensive Plan states among its goals the following:

- GOAL: Albemarle's Rural Area will have thriving farms and forests, traditional crossroads communities, protected scenic areas, historic sites, and preserved natural resources.
- Objective 2: Protect and preserve natural resources, which include mountains, hills, valleys, rivers, streams, groundwater, and retain continuous and unfragmented land for agriculture, forestry, biodiversity, and natural resource protection
- Strategy 2d: Continue to promote conservation easements to provide a financially attractive way for landowners to protect family farms in Albemarle County and their unique open space resources, to provide an opportunity for landowners to voluntarily sell a conservation easement to a public agency to be held in trust for perpetuity, and to preserve important features of the Rural Area for all.

R-15. WHEREAS, the Natural Resources Chapter of the Albemarle County Comprehensive Plan states among its goals and objectives the following:

- GOAL: Albemarle's ecosystems and natural resources will be thoughtfully protected and managed in both the Rural and Development Areas to safeguard the quality of life of present and future generations.

- Objective 1: Ensure clean and abundant water resources for public health, business, healthy ecosystems, and personal enjoyment by preventing shortages and contamination.
- Objective 4: Protect the biological diversity and ecological integrity of the County in both the Rural Area and Development Areas.
- Strategy 5b: Continue to protect critical slopes in the Rural Area.

R-16. WHEREAS, the Natural Resources chapter of the Albemarle County Comprehensive Plan further identifies the following as key objectives: maintaining the integrity of existing stream channels, with the intent to maintain both biological functions and drainage; protecting the availability and quality of surface drinking water supplies; protecting the availability and quality of groundwater resources; conserving ecological communities to ensure their continued genetic diversity, and to protect ecosystems that provide essential services to humans; and promoting the protection of those important open space lands that cannot be adequately protected through regulation;

R-17. WHEREAS, the Grantor desires to establish an easement on the Property for the purpose of preserving such lands as open space in perpetuity in order to protect the values described herein;

R-18. WHEREAS, the Grantees' acquisition of this Easement furthers the purposes of the ACE Program (*Albemarle County Code* § A.1-101) in that the acquisition assures that Albemarle County's resources are protected and efficiently used, establishes and preserves open-space, and preserves the rural character of Albemarle County, among other benefits;

R-19. WHEREAS, the Grantor and the County have entered into an agreement under the terms of which the County has agreed to pay the Grantor the total sum of _____ dollars (\$_____) for this Easement;

R-20. WHEREAS, the Virginia Department of Agriculture and Consumer Services (VDACS) and the County entered into an Intergovernmental Agreement ("the IGA") dated _____, 2021 to provide cooperation between VDACS and the County to implement VDACS' contribution of funds in support of the County's purchase of agricultural conservation easements, and;

R-21. WHEREAS, as the fair market value of this Easement is greater than the consideration that the Grantee County will provide to the Grantor, the Grantor intends that this conveyance qualify for Virginia Land Preservation Tax Credits pursuant to *Virginia Code* § 58.1-512 and for the federal charitable contribution deduction as a qualified conservation contribution under Internal Revenue Code § 170.

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 and sufficiency of which is hereby acknowledged, the Grantor hereby grants, conveys, covenants and agrees as follows:

1. **GRANT AND CONVEYANCE OF EASEMENT.** The Grantor hereby grants and conveys to the Grantees and their successors and assigns, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, a conservation easement in gross over the Property described below, restricting in perpetuity the use of the Property in the manner set forth herein:

[INSERT PROPERTY DESCRIPTION]

2. **USES AND ACTIVITIES.** In order to accomplish the purposes of the ACE Program and the Open-Space Land Act, all uses and activities on the Property shall conform to all applicable provisions of the Albemarle County Comprehensive Plan and comply with the applicable requirements of the Albemarle County Zoning Ordinance (*Albemarle County Code*, Chapter 18). The Grantor covenants and agrees that no activities or uses shall be conducted or undertaken on the Property that are inconsistent with the conservation purposes of this Easement, with the primary conservation purpose being the continued agricultural and/or forestal use of the Property. The acts and uses that the Grantor covenants and agrees to do and not to do upon the Property, and the terms and conditions that each Grantee is hereby entitled to enforce, are and shall be as follows:

A. Division of the Property and boundary line adjustments. The Property may not be divided and its boundary lines may be adjusted only as provided herein:

1. Division. The Property is currently composed of one (1) parcel. For all purposes of this Easement, the Property shall be considered as one (1) parcel; the Property shall not be divided or subdivided and it may be sold or conveyed only as a whole.

2. Boundary line adjustments. The exterior boundary lines of the Property shall not be adjusted unless the abutting parcel sharing the same boundary line is subject to a substantially equivalent conservation easement and the adjustment is approved in writing by each Grantee. Boundary line adjustments within the Property shall be approved if the adjustment is consistent with the Easement.

B. Construction, installation, location, placement of structures and improvements. There shall be no construction, placement or maintenance of any structure or improvements on the Property unless the structure or improvements are either on the Property as of the date of this Easement or are authorized as follows

1. Types of structures. No permanent or temporary building or structure shall be built or maintained on the Property other than:

(a) one (1) single-family dwelling or dwelling unit, which shall not exceed 4,500 square feet of above-ground enclosed living area without Grantees' prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed dwelling on the conservation values of the Property.

(b) non-residential outbuildings and structures commonly and appropriately incidental to dwellings permitted above, that are sized appropriately to serve as amenities to single-family residential use, and that are neither designed, equipped nor furnished for sleeping or cooking (such as outbuildings, swimming pools, decking detached from the single-family dwelling units, gazebos, garages, and tool sheds), provided that the aggregate footprint of non-residential outbuildings for each permitted dwelling shall not exceed 2,500 square feet in ground area unless prior written approval shall have been obtained from Grantees that a larger footprint is permitted considering the purpose of this Easement and the scale of the proposed outbuilding in relation to the surrounding area. Additionally, all non-residential outbuildings shall be located near such dwellings. For the purpose of this paragraph, "near" means within three hundred feet (300') of such dwelling, unless prior written approval shall have been obtained from

Grantees that a greater distance is permitted considering the purpose of this Easement and the scale of the proposed outbuilding in relation to the surrounding area; and

(c) farm buildings or farm structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantees, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. For purposes of this paragraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section 2(C)(2) below.

2. Repair, Reconstruction, or Replacement of Structures. Any structure permitted hereunder may be repaired, reconstructed, or replaced in a manner consistent with the Easement, provided that the repair, reconstruction or replacement of the structure is permitted by and complies with all applicable regulations.

3. Impervious Surfaces. The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 1% of the total area of the Property, provided that if the Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, the Grantees may approve such increase. For the purpose of this paragraph, the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section 2(B)(1-2) above and all other impervious surfaces, excluding roads.

4. Improvements. Driveways and other improvements and facilities customary and related to the use of a single parcel may be constructed, installed, located or placed, provided they are otherwise consistent with this Easement.

C. Commercial and industrial uses prohibited; description of uses not deemed to be commercial and industrial uses. No industrial or commercial uses shall be conducted on the Property; provided, however, that the following uses are not deemed to be commercial or industrial uses for purposes of this Easement and are expressly permitted:

1. *De minimis* commercial recreational uses.
2. Agricultural uses including, but not limited to, establishing, re-establishing, maintaining or using cultivated fields, orchards or pastures (including clearing woodland areas for conversion to crop or pastureland) in accordance with generally accepted agricultural practices,

including horticultural specialties; livestock, including all domestic and domesticated animals; and livestock products. The processing of agricultural products is not a permitted agricultural use, except as an accessory use.

3. Forestal uses consisting of reforestation, site preparation, timber harvesting and forest management activities undertaken to produce wood products and/or improve the health and productivity of the woodland. The processing of wood products is not a permitted forestal use, except as an accessory use.

4. Temporary or seasonal activities that do not permanently alter the physical appearance of the Property and are otherwise consistent with this Easement including, but not limited to, the sale of agricultural products grown or raised on the Property, and the granting of licenses to enter and use the Property for hunting or fishing.

5. Activities that can be and in fact are conducted within permitted buildings, without material alteration to the external appearance thereof, including, but not limited to, “bed and breakfast” use(s), subject to applicable provisions of the Albemarle County Zoning Ordinance.

6. Uses subordinate and customarily incidental to a principal use of the Property that are not expressly prohibited by and are otherwise consistent with this Easement.

7. Uses or activities not expressly excepted herein, but which are determined by each Grantee in writing not to be a commercial or industrial use, to be consistent with all other terms and conditions of this Easement, and to not interfere with the essential resources of the Property to be protected by this Easement. In making these determinations, the Grantees may consider, among other things, whether the scope of a use or activity excepted herein has evolved over time as a result of changes in the law or customary practices.

D. Billboards and signs. There shall be no display of billboards, signs, or other advertisements on the Property, except to: (1) state solely the name of the Grantor, the name of the farm, and/or the address of the Property; (2) advertise the sale or lease of the Property; (3) advertise the sale of goods or services produced as permitted by this Easement; (4) give directions to visitors; (5) provide warnings pertaining to trespassing, hunting, dangerous conditions and other similar such warnings; or (6) recognize the farm and/or Property for an agricultural or conservation related achievement or designation. Temporary political signs are allowed. No sign shall exceed twenty-four (24) square feet in size.

E. Grading, blasting, earth removal and mining. Grading, blasting or earth removal shall not materially alter the topography of the Property; provided that grading, blasting or earth removal shall be allowed for dam construction to create private conservation ponds or lakes, and during the construction of permitted structures or associated improvements, and that such activities employ applicable Best Management Practices. Common agricultural activities such as plowing, erosion control and restoration, and the burial of dead animals, are not activities that materially alter the topography of the Property. Mining on the Property is prohibited.

F. Use of best management practices for all construction, agricultural and forestal activities. The applicable Best Management Practices, as established by a responsible state agency, shall be undertaken in all construction, agricultural and forestal activities to control erosion and protect water quality.

G. Accumulation of waste material. There shall be no accumulation or dumping of trash, refuse or junk on the Property. This restriction shall not prohibit customary agricultural, horticultural or wildlife management practices including, but not limited to, establishing brush, compost or manure piles, or the routine and customary short-term accumulation of household trash.

MISCELLANEOUS PROVISIONS

A. No public right of access to Property. This Easement does not create, and shall not be construed to create, any right of the public to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow.

B. Easement applies to the whole Property and runs with the land. This Easement shall apply to the Property as a whole, and shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

C. Enforcement. The parties shall have the following rights and obligations regarding the monitoring of the Property and the enforcement of this Easement:

1. Monitoring. Representatives of either Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this Easement after permission from or reasonable notice to the Grantor or the Grantor's representative.

2. Restoration. Upon any breach of any term of this Easement by the Grantor, either Grantee may require by written demand to the Grantor that the Property be restored promptly to its condition at the time the Easement was granted.

3. Baseline report. A copy of the Baseline Report is retained in the offices of the County that describes the condition and character of the Property at the time this Easement was granted. This documentation, which is incorporated by reference into this Easement, may be used to determine compliance with and enforcement of the terms of this Easement. However, neither the Grantor nor the Grantees are precluded from using other relevant evidence or information to assist in that determination.

4. Legal proceedings. Either Grantee may enforce the terms of this Easement by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Property to its condition at the time this Easement was granted. Further, VDACS retains its right pursuant to section 2.h of the IGA to bring action in a court of law without bond or other surety for specific performance of the County's or its successors' or assigns' enforcement responsibility. In addition, 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 Easement.

5. Failure to enforce does not waive right to enforce. The failure of either Grantee to enforce any term of this Easement 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. In addition, VDACS retains its right pursuant to section 2.h of the IGA to bring action in a court of law for specific performance of the County's or its successors' or assigns' enforcement responsibility.

6. 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, except as specifically noted herein.

D. No buy-back option. The Grantor shall not have the option to reacquire any property rights relinquished by this Easement.

E. Notice of proposed transfer or sale. The Grantor shall notify each 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, this Easement shall be referenced by deed book and page number in the deed of conveyance and shall state that this Easement is binding upon all successors in interest in the Property in perpetuity.

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

G. Reference to existing laws. All references to existing laws shall include such laws as they may be hereafter amended or recodified, whether they are referenced herein or not.

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

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

J. Authority to convey easement. The Grantor covenants that he is vested with good title to the Property and may convey this Easement.

K. Authority to accept easement. The Grantees are authorized to accept this Easement pursuant to *Virginia Code* § 10.1-1701. The County, 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.

L. Transfer of easement by grantees. Neither Grantee nor their successors or assigns may convey or lease this Easement, whether or not for consideration, unless the conveyance or lease is conditioned as follows: (1) the conveyance or lease instrument requires that the conservation purposes that the Easement was originally intended to advance will continue to be carried out, in perpetuity; and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170-(h)(3) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R. § 1.170A-14(c)(1)). Further, as per section 6 of the IGA, neither the County nor its successors and assigns may convey or lease the conservation easement established and conveyed hereby without the prior, written approval of the Commissioner of VDACS or the Commissioner's designated agent (referred collectively hereinafter as "the Grant Manager"). Grantor and Grantees agree that in the event that either Grantee acquires a fee interest in the Property, the Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

M. Extinguishment. The Grantor and the Grantees intend that this Easement be perpetual and not be extinguished, and extinguishment of this Easement is not permitted under the Open-Space Land Act, *Virginia Code* § 10.1-1700 *et seq.*, except as provided in *Virginia Code* § 10.1-1704. The Grantor and the Grantees agree that this Easement shall not be converted or

diverted, as the Open-Space Land Act employs those terms, until and unless the Grant Manager, with the concurrence of the Grantees or an assignee of the Grantees' interest in this Easement, certifies that such conversion or diversion satisfies the requirements of the Open-Space Land Act. The Grantor agrees that the grant of the perpetual conservation restriction in this Easement gives rise to a property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the grant bears to the value of the Property as a whole at that time. If a subsequent unexpected change in the conditions surrounding the Property makes impossible or impractical the continued use of the Property for the conservation purposes specified herein, the Restrictions set forth in the Easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of *Virginia Code* § 10.1-1704, Internal Revenue Code § 170(h) and applicable Treasury Regulations. In any sale or exchange of the Property subsequent to such extinguishment, the County shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set out above, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. At the time of the grant, the proportionate value of the Easement (\$ _____) is _____% of the appraised fair market value (\$ _____) of the Property. The Grantor and the Grantees agree that, in the event of extinguishment of the restrictions of this Easement that results in the receipt of monetary proceeds by the Grantees or an assignee of the Grantees' interests in this Easement in compensation for the loss of such property interest, VDACS shall be entitled to a share of those proceeds proportional to VDACS' contribution toward the total reimbursable cost that the County actually incurred in the course of purchasing this Easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of the IGA. The County shall use its entire share of the proceeds from the sale of such Property in a manner consistent with the conservation purposes of this Easement and of the Open-Space Land Act.

N. No warranty by grantees as to qualification for charitable gift. The Grantor and the Grantees hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Internal Revenue Service regulations (see 26 C.F.R. § 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities.

The Grantees, VDACS, and VDACS' legal counsel make no express or implied warranties regarding whether any tax benefits will be available to the Grantor from this Easement, whether any such tax benefits might be transferable, or whether there will be any market for any tax benefits that might be transferable.

O. Construction. This Easement shall be construed to promote the purposes of this Easement, the ACE Program, and the Open-Space Land Act. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of the Grantees. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Grantor and the Grantees intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution. Notwithstanding the foregoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property.

P. Controlling law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.

Q. Optional form of dispute resolution. The Grantor and the Grantees desire to meet and discuss and amicably resolve any disputes that may arise in the interpretation of this Easement, including those provisions pertaining to the uses and activities permitted or prohibited by this Easement. If a dispute cannot be resolved through discussion, the parties may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The Grantor and the County shall share the costs of the services of the third party equally. The existence of a dispute shall not excuse the parties from compliance with the terms of this Easement. The dispute resolution provided for in this paragraph is optional, not mandatory, and shall not be required as a condition precedent to any remedies for enforcement of this Easement.

R. Notice of exercise of reserved right. The Grantor shall notify each Grantee and the Grant Manager in writing before exercising any reserved rights.

S. Consent of trustee and beneficiary to subordinate lien.

WITNESS the following signatures and seals.

GRANTOR

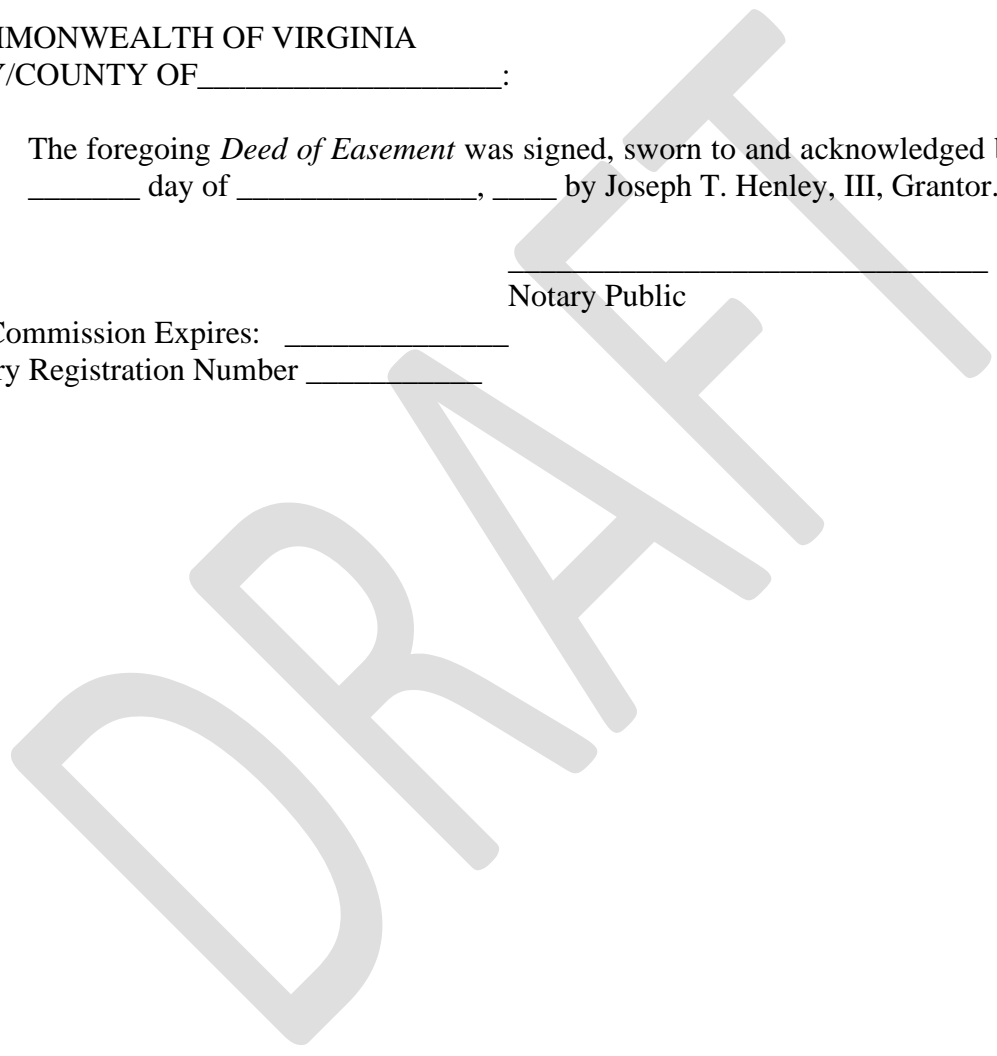
Joseph T. Henley, III

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing *Deed of Easement* was signed, sworn to and acknowledged before me this
_____ day of _____, ____ by Joseph T. Henley, III, Grantor.

Notary Public

My Commission Expires: _____
Notary Registration Number _____



COUNTY OF ALBEMARLE

**ALBEMARLE
AUTHORITY**

COUNTY

EASEMENT

By: _____

Jeffrey B. Richardson
County Executive

By: _____

Chairman

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing *Deed of Easement* was signed, sworn to and acknowledged before me this _____ day of _____, ____ by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantee.

Notary Public

My Commission Expires: _____
Notary Registration Number _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing *Deed of Easement* was signed, sworn to and acknowledged before me this _____ day of _____, ____ by _____, Chairman, on behalf of the Albemarle County Easement Authority, Grantee.

Notary Public

My Commission Expires: _____
Notary Registration Number _____

Approved as to form:

By: _____
County Attorney