

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 10/22/2019
Instrument Type: DE
Number of Parcels: 2 Number of Pages: 9

City County
ALBEMARLE

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: _____
 Grantee: _____

Consideration: \$1.00
Existing Debt: \$0.00
Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):
Original Principal: \$0.00
Fair Market Value Increase: \$0.00

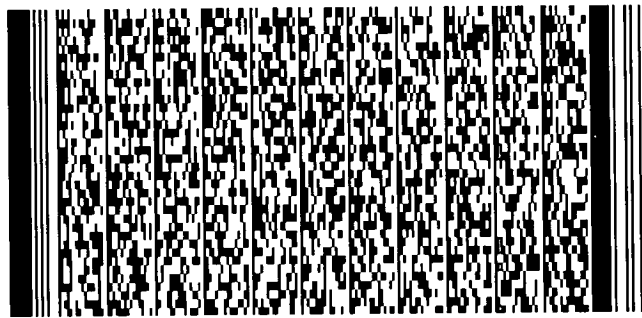
Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____

Prior Recording At: City County
Percentage In This Jurisdiction: 100%

BUSINESS / NAME
1 Grantor: REDFIELDS COMMUNITY ASSOCIATION, INC.
 Grantor: _____
1 Grantee: SHENANDOAH PERSONAL COMMUNICATIONS, LLC
 Grantee: _____

GRANTEE ADDRESS
Name: SHENANDOAH PERSONAL COMMUNICATIONS, LLC
Address: P. O. BOX 459
City: EDINBURG State: VA Zip Code: 22824
Book Number: _____ Page Number: _____ Instrument Number: _____
Parcel Identification Number (PIN): 076S0-02-00001SL Tax Map Number: N/A
Short Property Description: SEE INSTRUMENT

Current Property Address: REDFIELDS 883 FIELDSTONE RD
City: CHARLOTTESVILLE State: VA Zip Code: 22903
Instrument Prepared By: SHENANDOAH MOBILE, LLC Recording Paid By: WILLIAMS MULLEN
Recording Returned To: SHENANDOAH MOBILE, LLC
Address: P. O. BOX 459
City: EDINBURG State: VA Zip Code: 22824



RECORDED IN
ALBEMARLE COUNTY, VA
JON R. ZUG
CLERK OF CIRCUIT COURT
FILED Oct 23, 2019
AT 03:03 pm
BOOK 05233
START PAGE 0370
END PAGE 0380
INST # 201900011586
TOTAL NUM PAGES 0011

EMJ

(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 10/22/2019
Instrument Type: DE
Number of Parcels: 2 Number of Pages: 9
 City County
ALBEMARLE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): 076R0-01-00-03500

(Area Above Reserved For Deed Stamp Only)

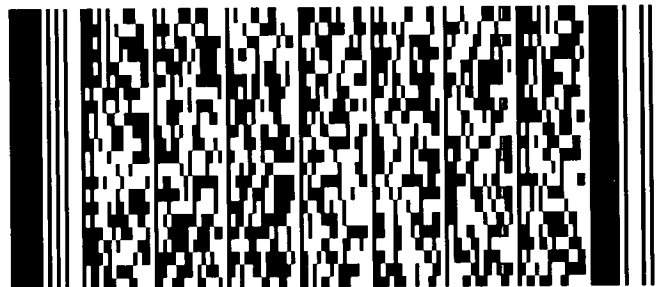
Tax Map Number: N/A
Short Property Description: SEE INSTRUMENT

Current Property Address: REDFIELDS 883 FIELDSTONE RD
City: CHARLOTTESVILLE State: VA Zip Code: 22903

Prior Recording At: City County
Percentage In This Jurisdiction: _____
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): _____

Tax Map Number: _____
Short Property Description: _____

Current Property Address: _____
City: _____ State: _____ Zip Code: _____



Prepared by & upon recordation return to:
Shenandoah Mobile, LLC
P. O. Box 459
Edinburg, VA 22824

TAX MAP NO. 076S0-02-00001SL
and 076R0-01-00-03500

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made this 22nd day of October, 2019, by and between REDFIELDS COMMUNITY ASSOCIATION, INC., a Virginia Non-Stock Corporation, herein called "Grantor," and SHENANDOAH PERSONAL COMMUNICATIONS, LLC, a Virginia limited liability company, herein called "Grantee."

RECITALS:

Grantor is the owner of approximately 1.75 acres of real property located in the County of Albemarle, State of Virginia, as more particularly described on **Exhibit A** ("Grantor's Property").

Grantee has a leasehold/license interest in certain real property located in the County of Albemarle, State of Virginia, as more particularly described on **Exhibit B** ("Grantee's Property").

Grantee has requested Grantor to grant to Grantee certain easements, and Grantor is willing to grant such easements upon the terms and conditions contained in this Agreement.

Grantor is a Property Owners Association and pursuant to the Virginia Property Owners Association Act and the Declaration of Covenants and Restrictions of Redfields and By-Laws of Redfields Community Association, Inc. recorded in the Circuit Court Clerk's Office of the Circuit Court of the County of Albemarle at Deed Book 1140, Page 0707, et seq., as supplemented ("Declaration"), has certain authority and control, specifically including the authority to grant easements over portions of the real property, specifically including Grantor's Property.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

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, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Grant of Easement**. Grantor hereby grants and conveys unto the Grantee, its successors, assigns, lessees and licensees, a non-exclusive, variable width perpetual easement for

utilities and unrestricted access for ingress and egress on foot or motor vehicle over, under, or along the portion of Grantor's Property extending from the nearest public right-of-way through and upon Grantor's Property to Grantee's Property (the "Easement") in the area shown as "Easement Area" on **Exhibit C**. The portion of Grantor's property that is subject to the Easement is hereinafter referred to as the "Easement Area."

2. **Annual Fee.** As additional consideration, Grantee shall pay Grantor an annual easement fee payable in advance on or before January 1st of each calendar year, for so long as this Agreement remains in effect pursuant to the terms of Paragraph 10 herein. The initial annual easement fee shall be in the amount of One Thousand Dollars (\$1,000.00) and each subsequent annual easement fee shall increase annually by three percent (3%) of the previous annual easement fee. The first increased annual easement fee shall be due and payable on or before January 1, 2021. Payments for any partial years shall be prorated, and the first annual prorated payment shall be due and payable within five (5) business days after the full execution of this Agreement.
3. **Expense Reimbursement.** As additional consideration, Grantee shall make a one-time payment to Grantor in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) as reimbursement to Grantor for survey, management, and legal expenses it has incurred or will incur in connection with this Agreement. Such payment shall be due and payable to Grantor within five (5) business days after the full execution of this Agreement.
4. **Access Road.** The Grantee shall have the right to install an access road within the Easement Area (the "Access Road") and to maintain and inspect the Access Road and Easement Area at will, and to install or cause to be installed any required utility lines and cables across, under, through or over the Easement Area (or at an alternative location as approved by the Grantors and the utility companies furnishing such service) as may be necessary for the operation of its telecommunications facility, including the right to cut and trim trees and shrubbery that may interfere with the use of the same. The Grantee shall utilize grass grid pavers for the construction, installation, maintenance, repair and/or replacement of the Access Road within the Easement and over and across Grantee's Property to the Grantee's telecommunications facilities, as such Access Road and areas of ingress and egress are visible to Grantor's Property. The Grantee shall install said Access Road and utilities in the most prudent manner deemed appropriate in its discretion and such installation shall be performed in a workmanlike manner with minimal disruption to the Grantor. The Grantee shall promptly restore any portion of the Grantor's Property disturbed during the installation or maintenance of the Access Road or right of way to as close to original condition as possible. This Access Road and Easement may be used and traveled by such personnel and vehicles of Grantee, its successors, assigns, contractors, lessees and licensees, as may be necessary or incidental in the Grantee's discretion to the construction, operation and maintenance of the telecommunications facilities located upon the Grantee's Property that is adjacent to that of the Grantor for the sole purpose of exercising Grantee's Rights under this Agreement and the Easement. As part of and during the Grantor's installation of this Access Road, Grantor shall correct and repair any prior damage on Grantor's Property within the Easement.

5. **Routine Maintenance.** Following the completion of the telecommunications facilities on Grantee's Property, and the initial installation of the Access Road and utilities within the Easement Area, routine maintenance of the telecommunications facilities and Access Road will generally be carried out by maintenance personnel approximately one time per month *on average*, using a standard size vehicle such as a pick-up truck or Jeep Cherokee, unless such maintenance personnel determine in their discretion that other vehicles or equipment may be necessary to carry out such maintenance of the Access Road or the installation or maintenance of the telecommunications facilities located on the Grantee's Property. The Grantee shall promptly restore any portion of the Grantor's Property disturbed during such routine maintenance.

6. **Installation and Special Maintenance.** Notwithstanding the terms of paragraph 5 herein to the contrary, during the initial construction of the Access Road and installation of the wireless telecommunications facilities on Grantee's Property, and also when determined necessary or appropriate in Grantee's discretion, the Grantee may utilize larger vehicles or construction equipment, such as, but not limited to, during periods after storms or other weather events, or when new equipment is being installed on the telecommunications facility. The Grantee shall promptly restore any portion of the Grantor's Property disturbed during such installation and special maintenance.

7. **Damage to Grantor's Property.** The Grantee hereby agrees it shall be responsible for any damage to Grantor's Property caused by the Grantee, its contractors, lessees and licensees, while engaged in the exercise of any rights herein granted, and shall promptly restore such property as close to its original state as reasonable and possible under the circumstances at no cost to Grantor, and this responsibility shall pass to the successors and assigns of the Grantee.

8. **Contingencies.** This Agreement is expressly contingent upon the following:
 - a. That Grantor holds fee simple title to the real estate described herein and as such, along with Grantor's rights under its Declaration and the Virginia Property Owners Association Act has the full authority to grant the Easement and to execute this Agreement.

 - b. The Grantor further agrees to cooperate with the Grantee in executing any reasonably required additional easements to provide utilities to the Grantee's telecommunications facility, at no expense to Grantor. Should expense be incurred, Grantee shall pay Grantor's reasonable fees and costs associated with such additional easements in an amount not to exceed to \$500.00 per easement.

 - c. That the Grantee obtains all required governmental permits and approvals, permitting the telecommunications facility to be located on the property of the Grantor, including but not limited to the approval of the Federal Aviation Administration and the Federal Communications Commission, if applicable.

 - d. That the Grantee obtains and maintains current insurance necessary and appropriate for the use of the Easement Area, the equipment and components, including liability

insurance for damage that may result from Grantee's equipment and/or performance of activities under this Agreement. Such insurance shall name the Grantor as an additional insured

e. Grantor and Grantee agree that the Easement described in **Exhibit C** may be relocated to a mutually agreeable location between the parties to accommodate Grantor's future development of the property. Should such relocation occur of the Easement and Easement Area occur, the parties agree to be responsible for their own costs associated therewith.

f. That Grantee shall be responsible for advising Grantor of all equipment installed in the Easement Area. Grantee shall be responsible for the installation, operation, maintenance, repair, replacement, alteration, modification, and removal of any such equipment

9. **Indemnification.** The Grantee covenants and agrees for itself and its successors, and assigns, that it shall indemnify and hold harmless the Grantor and its Members from any and all costs and damages, including, but not limited to, all costs, expenses, losses, damages, including damages to third persons or their property or damage to the Grantor's Property, adjoining property or other improvements caused directly and solely by the Grantee's Equipment and/or exercise of its rights under this Agreement and the Easement. If damage occurs by reason of the Grantee's act or omission, the Grantee shall restore, as nearly as reasonably possible, said property to the condition existing prior to the damage or better condition. Grantee shall promptly make sure repairs and payments for such repairs
10. **Term.** The term of this Easement Agreement shall run concurrently with the operation of the telecommunications facility pursuant to the Site Agreements between the Grantee and CA Wireless, LLC, a Virginia limited liability company, and Dominion Power, including any renewals or extensions thereof, and shall continue until the earliest to occur of the following: (i) expiration of such Site Agreements, or (ii) when the telecommunications facility is no longer in service and dismantled pursuant to applicable ordinances, including those of Albemarle County, Virginia, or (iii) at the conclusion of thirty (30) years from the date of this Agreement. At the time the telecommunications facility is completely dismantled and removed, this Easement shall terminate and be of no further force and effect.
11. **Entire Agreement.** This instrument contains the entire agreement between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, lessees, successors, assigns, and licensees of each.
12. **Terminology.**

Any reference in this Agreement to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others; including the neuter. Such words of inheritance shall be applicable as are required by the gender of Grantee or Grantor.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed, or caused to be executed by their duly authorized representatives, this Agreement.

REDFIELDS COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation By: <u><i>Sarah Mullen</i></u> Printed Name: <u>Sarah Mullen</u> Title: <u>President</u>	SHENANDOAH PERSONAL COMMUNICATIONS, LLC a Virginia limited liability company By: <u><i>William L. Pirtle</i></u> Printed Name: William L. Pirtle Title: Senior VP – Sales & Marketing
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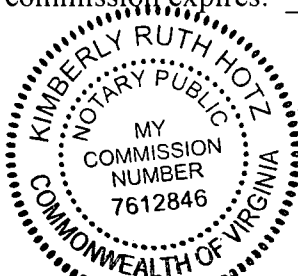
REDFIELDS STATE OF Virginia,

CITY/STATE OF Virginia, To-Wit:

The foregoing Easement Agreement was subscribed and acknowledged before me, a Notary Public in and for the State of Virginia, in the City/County of Charlottesville, on this 22 day of October, 2019, by Sarah Mullen, President, on behalf of Redfields Community Assoc, Inc., the Grantor herein.

My commission expires: 6/30/22

(SEAL)



Kimberly Ruth Hotz
Notary Public

COMMONWEALTH OF VIRGINIA AT LARGE, To-Wit:

The foregoing Easement Agreement was subscribed and acknowledged before me, a Notary Public in and for the Commonwealth of Virginia at Large, in Shenandoah County, Virginia, on this 16th day of October, 2019, by William L. Pirtle, Senior Vice President – Sales and Marketing, on behalf of Shenandoah Personal Communications, LLC, the Grantee herein.

My commission expires: 6/30/2021

(SEAL)



Judy D. Orndorff
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 173695
My Commission Expires 06/30/2021

Judy D. Orndorff
Notary Public

EXHIBIT A

GRANTOR'S PROPERTY

A portion of that certain parcel of land containing approximately 1.75 acres, more or less, identified as Albemarle County tax map parcel 076R0-01-00-03500, and shown as "Revised Lot 35, Phase 1-A, 1.7476 Acres (by this plat)" on sheet 2 of 4 of a plat prepared by Kirk Hughes & Associates, entitled "Final Subdivision Plat showing Lots 1 Thru 42, Phase 1-B of Redfields," dated November 1, 1991, last revised May 15, 1992, which plat is of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1226, page 644-A.

EXHIBIT B

GRANTEE'S PROPERTY

That certain property identified as Albemarle County tax map parcel 076S0-02-00-001SL, containing 0.04 acres, and owned by CA Wireless, LLC, a Virginia limited liability company, as shown as "Special Utility Lot" on that certain plat of survey entitled "Boundary Line Adjustment and Various Easement Plat, Common Open Spaces 1 and 7, Phases I, II, and III Wintergreen Farm, Samuel Miller District, Albemarle County, Virginia," prepared by Roudabush, Gale & Associates, Inc., dated February 8, 2018, revised June 19, 2018, and recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 5073, page 615.

Easement Area

Exhibit C

