

VIRGINIA LAND RECORD COVER SHEET
FORM A – COVER SHEET CONTENT

Instrument Date: 5/14/2015
Instrument Type: DE
Number of Parcels: 2 Number of Pages: 15
☐ City ☒ County

ALBEMARLE

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor:

☐ Grantee:

Consideration: \$0.00

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: 100.00000%

BUSINESS / NAME

1 ☒ Grantor: REDFIELDS COMMUNITY ASSOCIATION INC

☐ Grantor:

1 ☒ Grantee: COUNTY OF ALBEMARLE VIRGINIA

2 ☒ Grantee: WINTERGREEN FARM LLC

GRANTEE ADDRESS

Name: COUNTY OF ALBEMARLE VIRGINIA

Address: 168 SPOTNAP ROAD

City: CHARLOTTESVILLE

State: VA Zip Code: 22911

Book Number:

Page Number:

Instrument Number:

Parcel Identification Number (PIN): 076R0-01-00-03500 Tax Map Number:

Short Property Description: 0.991 ACRE FIELDSTONE ROAD

Current Property Address 833 FIELDSTONE ROAD

City: CHARLOTTESVILLE

State: VA Zip Code: 22902

Instrument Prepared By: WILLIAMS MULLEN

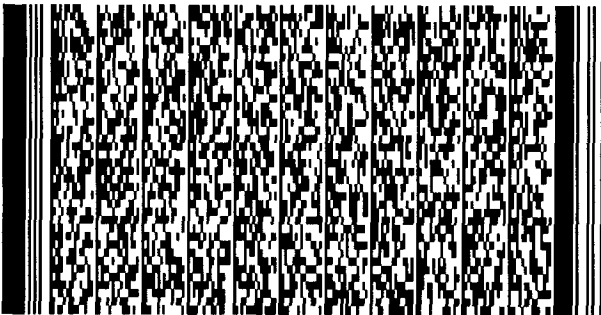
Recording Paid By: WILLIAMS MULLEN

Recording Returned To: MARY KATHERINE MCGETRICK, ESQ

Address: 321 EAST MAIN STREET SUITE 400

City: CHARLOTTESVILLE

State: VA Zip Code: 22902



VIRGINIA LAND RECORD COVER SHEET
FORM C – ADDITIONAL PARCELS

Instrument Date: 5/14/2015
Instrument Type: DE
Number of Parcels: 2 Number of Pages: 15
☐ City ☒ County
ALBEMARLE

008638

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: ☐ City ☐ County

Percentage In This Jurisdiction: 100.00000%
Book Number: Page Number:
Instrument Number:
Parcel Identification Number (PIN): 07600-00-00-049B0
Tax Map Number:
Short Property Description: 66.49 ACRES SUNSET AVENUE

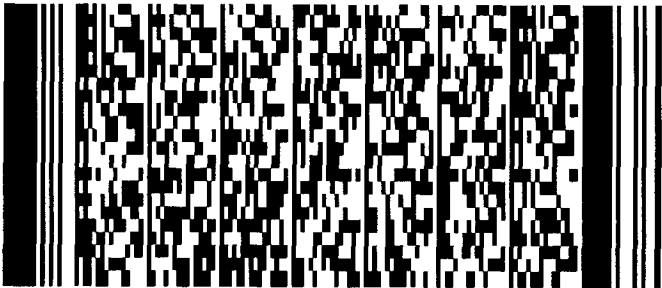
(Area Above Reserved For Deed Stamp Only)

Current Property Address: 1132 SUNSET AVENUE EXT
City: CHARLOTTESVILLE State: VA Zip Code: 22902

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:



This document was prepared by:
Williams Mullen
321 East Main Street
Suite 400
Charlottesville, VA 22902

Tax Map Parcel Numbers 076R0-01-00-03500 and 07600-00-00-049B0

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this 14th day of May, 2015 by and between **REDFIELDS COMMUNITY ASSOCIATION, INC.**, a Virginia non-stock corporation ("Grantor"), to be indexed as grantor, the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), to be indexed as grantee, and **WINTERGREEN FARM, LLC**, a Virginia limited liability company ("Grantee"), whose address is 455 Second Street SE, 4th Floor, Charlottesville, VA 22902, to be indexed as grantee.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the real property located in Albemarle County, Virginia containing approximately 0.991 acre, more or less, and being a portion of the same land acquired by Grantor by a deed from Redfields Development Corporation dated September 7, 1995, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia (the "Clerk's Office"), in Deed Book 1490, page 555, and identified on the current tax maps of Albemarle County, Virginia as tax map parcel 076R0-01-00-000B0 (the "Grantor's Property");

WHEREAS, Grantee is the owner in fee simple of the real property located adjacent to the Grantor's Property in Albemarle County containing approximately 66.49 acres, more or less, and being a portion of the same land acquired by Grantee by a deed from Wintergreen Farm Land Trust dated December 22, 2014, recorded in the Clerk's Office in Deed Book 4568, page 559, and identified on the current tax maps of Albemarle County, Virginia as tax map parcel 07600-00-00-049B0 (the "Grantee's Property");

WHEREAS, Grantor desires to grant and convey to Grantee, its successors and assigns, and the residents of any future residential development located on Grantee's Property (the "Future Residents"), an easement for access by pedestrians and bicyclists over a trail that Grantee or its successors will construct through a portion of the Grantor's Property (the "Trail"), subject to the terms and conditions contained herein.

WHEREAS, Grantor further desires to grant and convey to the County, and the County is willing to accept, an easement for access by emergency vehicles over a pathway that Grantee or its

successors will construct through certain portions of the Grantor's Property (the "Emergency Access"), subject to the terms and conditions contained herein.

NOW THEREFORE, Grantor hereby grants and conveys to Grantee and the County, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, a non-exclusive easement for ingress and egress by pedestrians and bicyclists and emergency vehicles only, over and through the areas of the Grantor's Property (the "Trail/Access Easement") shown as "New 17' Access Easement" (the "Trail/Access Easement Area") on the plat entitled "Proposed Access Easement Through the Lands of The Redfields Community Assoc., Inc., Phase 1-A of Redfields Subdivision, Samuel Miller Magisterial District, Albemarle County, Virginia," prepared by Roudabush, Gale & Associates, dated April 7, 2015, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Trail/Access Easement Plat").

FURTHER, Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary construction easement on either side of the Trail/Access Easement, each shown as "New 5' Temporary Construction Easement" on the Trail/Access Easement Plat (collectively, the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate automatically upon the completion of the construction of the improvements in the Trail/Access Easement Area. The terms and conditions of the Trail/Access Easement are as follows:

1. The rights of Grantee, its successors and assigns, including the Future Residents, to exercise their respective rights of ingress and egress over the Trail/Access Easement Area shall not commence until after the Trail has been constructed by Grantee and approved for use by the County pursuant to the standards shown on the Wintergreen Farm Final Site Plan prepared by Collins Engineering, or to such other standards permitted by the County and agreed to by Grantee or its successors. Further, no such rights of any successors or assignees, or of any Future Residents, shall commence or continue until a corporation formed and in good standing under the Virginia Property Owner's Association Act, of which all Future Residents are members, shall assume liability for Grantee's duties and liabilities hereunder in a written instrument substantially similar to the form attached hereto as Exhibit B, to be recorded in the land records of the County.

2. The Trail/Access Easement shall serve the dual purpose of a pedestrian and bicycle trail, as well as emergency access for County vehicles from Redfields Road onto the Grantee's Property. Grantee shall construct and maintain the Trail and Emergency Access to include asphalt paving and removable bollards to block vehicular access, except by emergency vehicles. Grantee shall maintain reserves for the repair of the Trail as called for by Grantee's reserve study, and shall effect those

repairs deemed by the County or Grantor's or Grantee's engineers as reasonably necessary to preserve and use the Trail/Access Easement as it was designed and constructed. Grantee shall have full and free use of the Trail/Access Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise thereof and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or repair, and then only to the minimum extent necessary for such construction or repair, and further, this right shall not be construed to allow Grantee to erect any building or structure of a permanent nature on such adjoining land.

3. Grantee shall have the use of the Trail/Access Easement free from any obstructions and may require Grantor, at Grantor's sole expense, to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the Trail/Access Easement hereby conveyed deemed by Grantee to interfere with the proper and efficient construction, use, or repair of the Trail/Access Easement.

4. Grantee shall have the right, in its sole discretion, to provide paving, install removable bollards, and subject to Grantor's approval, to plant trees, shrubbery and other landscaping, within the Trail/Access Easement. The bollards shall remain the property of Grantee, its successors and assigns.

5. Grantor shall provide routine maintenance for the Trail as it is designed and constructed, at its sole cost and expense. Grantor, residents of Redfields subdivision, and all members of the Redfields Community Association, and guests of such residents and members ("Redfields Parties") will have the same rights and privileges of ingress and egress over the Trail/Access Easement Area as Grantee, its successors and assigns, and the Future Residents, and Grantee shall grant to Grantor an easement for the benefit of the Redfields Parties permitting them access to such adjoining trails on Grantee's Property, if any, for their enjoyment and convenience and for connecting with other adjacent trail systems, if any. Nothing contained herein shall be construed to obligate Grantee, its successors and assigns, to construct any adjoining trails on Grantee's Property.

6. Grantee shall indemnify and hold Grantor harmless from and against any and all claims arising from Grantee's use of the Trail/Access Easement Area or from the conduct of Grantee's business, the business of its successors or from any activity, work or other thing done, permitted or suffered to be done by the Grantee, and/or its successors in or about the Trail/Access Easement Area and in common areas of Grantor adjacent to the Trail/Access Easement Area, arising

from such actions. The Grantee shall further indemnify and hold the Grantor harmless from and against all claims, damages or losses arising from any breach or default in the performance of any obligation on Grantee's part to the County arising from or relating to the Trail/Access Easement and the improvements constructed thereon, or arising from any act of negligence by the Grantee, its officers, agents, or employees. The Grantee shall further indemnify and hold the Grantor harmless from any and all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Grantee and its successors or assigns shall maintain a policy of general liability insurance with commercially reasonable coverage limits to insure against all liabilities arising from or pertaining to the Trail/Access Easement Area and its improvements and use, and shall name Grantor or any successor as an additional insured thereunder.

The Grantor and/or its agents shall not be liable for any loss or damage to persons or property, including, but not limited to any real or personal property of Grantee, its successors and assigns, or Future Residents, resulting from any cause whatsoever, unless caused by or due to the negligence of the Grantor, its officers, agents, or employees. Grantor shall indemnify Grantee for claims arising from the use of the Trail/Access Easement Area by Grantor and/or its successors or from any activity, work, or other thing done, permitted or suffered to be done by Grantor and/or its successors in or about the Trail/Access Easement Area.

7. The Trail/Access Easement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

8. Nothing in this Deed of Easement shall create any right in the public or any third party to maintain any suit or action against any party hereto.

This Deed of Easement is made expressly subject to all restrictions, conditions, rights-of-way and easements, if any, contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property conveyed hereby, insofar as the same affect the property conveyed hereby, which have not expired by a time limitation contained therein or have not otherwise become ineffective.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

WITNESS the following signatures:

GRANTOR:

REDFIELDS COMMUNITY ASSOCIATION, INC.

By: SM Lowson
Name: SM
Its: HOA President

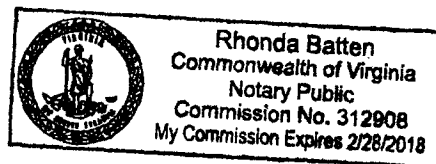
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle :

The foregoing instrument was acknowledged before me this 14 day of May, 2015 by Stuart M. Lowson as HOA President of Redfields Community Association, Inc., Grantor.

Rhonda Batten
Notary Public

My Commission Expires:

Registration Number: 312908



[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

By: Thomas C. Foley

County Executive

COMMONWEALTH OF VIRGINIA

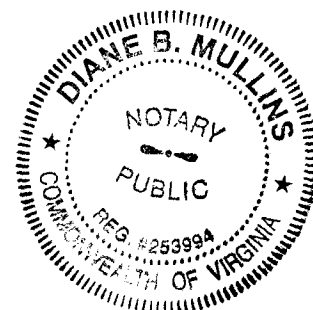
CITY/COUNTY OF Charlottesville:

The foregoing instrument was acknowledged before me this 16th day of July, 2015 by Thomas C. Foley, on behalf of the County of Albemarle, Virginia, Grantee.

Diane B. Mullins
Notary Public

My Commission Expires June 30, 2017

Registration Number: 253994



Approved as to form:

Amy Kempt
County Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GRANTEE:

WINTERGREEN FARM, LLC

By: River Bend Management, Inc., its Manager

By: _____

Name: _____

Its: _____

[Signature]
Andrew J. Dondoro
Vice-President

COMMONWEALTH OF VIRGINIA

CITY COUNTY OF Charlottesville :

The foregoing instrument was acknowledged before me this 9th day of June, 2015 by Andrew Dondoro, as Vice President of River Bend Management, Inc., the Manager of Wintergreen Farm, LLC, Grantee.

[Signature]

Notary Public

My Commission Expires: 8/31/2019

Registration Number: 7633624



EXHIBIT A

EASEMENT PLAT ATTACHED

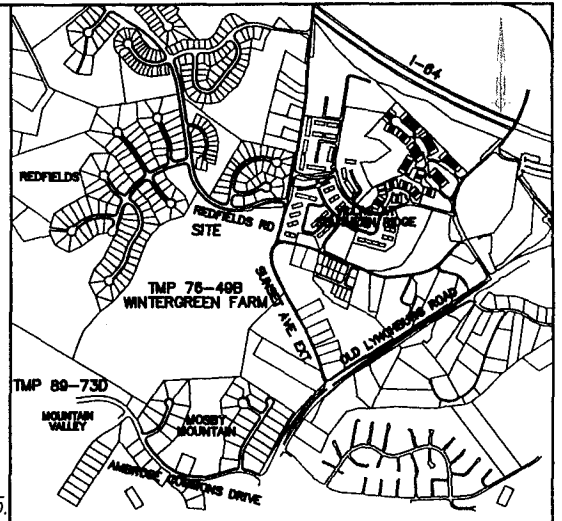
SURVEY NOTES:

THE PURPOSE OF THIS SURVEY IS TO CREATE A NEW 17' PRIVATE ACCESS EASEMENT, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT, ACROSS THE LANDS OF REDFIELDS COMMUNITY ASSOC., INC. (TMP 76R-01-B) TO SERVE THE LANDS OF WINTERGREEN FARMS, LLC. (TMP 76-49B)

TMP 76R-01-B IS ZONED: PRD (PLANNED RESIDENTIAL DEVELOPMENT)
 TMP 76-49B IS ZONED: R-1, & FLOOD HAZARD OVERLAY.
 BOTH PARCELS ARE ALSO ZONED: EC (ENTRANCE CORRIDOR OVERLAY)

TMP 76-01-B IS AN EXISTING SPECIAL LOT FOR OPEN SPACE, AND IS NOT REQUIRED TO HAVE A BUILDING SITE THAT COMPLIES WITH SECTION 4.2.1 OF THE ALBEMARLE COUNTY ZONING ORDINANCE.

TMP 76-01-B LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN, PER FEMA FLOOD INSURANCE RATE MAP #510006 0268D, WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2005.



VICINITY MAP: 1" = 2000'

BOTH PARCELS LIE IN THE MOORE'S CREEK WATERSHED.

NEITHER PARCEL LIES IN AN AGRICULTURAL-FORESTAL DISTRICT, NOR A WATER SUPPLY PROTECTION AREA.

NO EVIDENCE WAS FOUND OR IS KNOWN OF ANY HUMAN GRAVE SITES ON THE SUBJECT PARCELS.

LEGAL INFORMATION:

TAX MAP: 76R-01-B

OWNER: REDFIELDS COMMUNITY ASSOC., INC.
 C/O COMMUNITY GROUP
 1828 PAVILLION CIRCLE
 CHARLOTTESVILLE, VA 22911

SOURCE OF TITLE:

DB 1490, PG. 555
 DB 1150, PG 734 (PLAT)

TAX MAP: 76-49B

OWNER: WINTERGREEN FARMS, LLC
 C/O RIVER BEND MANAGEMENT INC.
 455 SECOND STREET SW, SUITE 500
 CHARLOTTESVILLE, VA 22902

SOURCE OF TITLE:

DB 4568 PG.559

OWNERS CONSENT AND DEDICATION::

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, A NEW 17' PRIVATE ACCESS EASEMENT, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT; FOR THE BENEFIT OF WINTERGREEN FARMS, LLC, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

[Signature]

7/12/15

FOR REDFIELDS COMMUNITY ASSOCIATION, INC.

date

City/County of Albemarle
 Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 17 day of July 2015

by Stuart Lowson on behalf of Redfields Community Association, Inc..

Notary Public's signature

Notary registration number: 7612846

My commission expires: 6/30/18

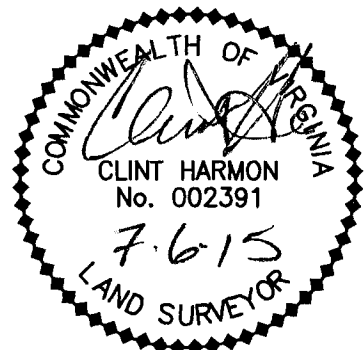


APPROVED FOR RECORDATION:

[Signature]

7/24/15

AGENT FOR THE BOARD OF SUPERVISORS DATE



PREPARED BY: CLINT HARMON

**PROPOSED ACCESS
 EASEMENT**

THROUGH THE LANDS OF THE
 REDFIELDS COMMUNITY ASSOC., INC.
 PHASE I-A, OF REDFIELDS SUBDIVISION
 SAMUEL MILLER MAGISTERIAL DISTRICT
 ALBEMARLE COUNTY, VIRGINIA

PREPARED FOR: WINTERGREEN FARMS, LLC.

ROUDABUSH, GALE & ASSOCIATES, INC.
 ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1966

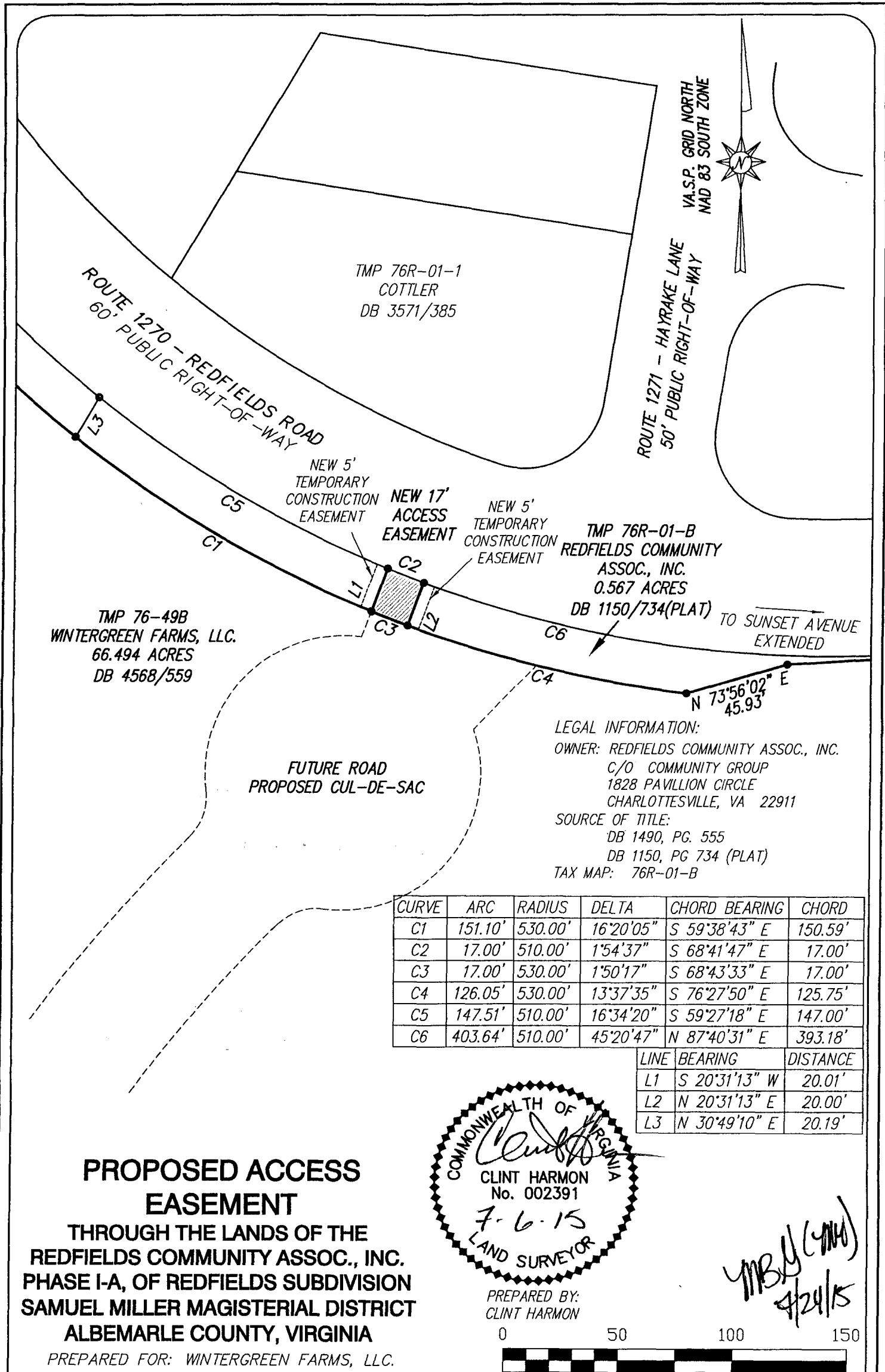
914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
 PHONE 434-877-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM



APRIL 7, 2015
 REVISED: JULY 6, 2015
SCALE: 1" = 50'

SHEET 1 OF 2

FILE: 8560



ROUDABUSH, GALE & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1966

914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902

PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM



APRIL 7, 2015

REVISED: JULY 6, 2015

SCALE: 1" = 50'

SHEET 2 OF 2

FILE: 8560

EXHIBIT B

Prepared by:
Mary Katherine McGetrick, Esq.
Williams Mullen
P. O. Box 1320
Richmond, Virginia 23218-1320

Tax Parcel Nos. 076R0-01-00-03500 and 07600-00-00-049B0

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of _____, 20____, by and between WINTERGREEN FARM, LLC, a Virginia limited liability company ("Assignor"), to be indexed as Grantor, and _____ OWNER'S ASSOCIATION, INC., a Virginia non-stock corporation ("Assignee"), each to be indexed as Grantee.

W I T N E S S E T H :

A. WHEREAS, pursuant to a Deed of Easement, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia (the "Clerk's Office"), in Deed Book _____, page _____, (the "Easement"), Assignor agreed to construct certain improvements, including a pedestrian and bicycle trail, as well as emergency vehicular access, across certain property owned by the Redfields Community Association, Inc. ("Redfields"), for the benefit of Assignor and Redfields, as more particularly described in the Easement.

B. WHEREAS, Section 1 of the Easement provides that upon formation of Assignee, Assignor may assign the duties and liabilities of Assignor set forth in the Easement (the "Easement Obligations").

C. WHEREAS, Assignor desires to assign to Assignee the Easement Obligations and Assignee has agreed to assume the Easement Obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee the Easement Obligations.
2. Assumption. Assignee does hereby assume from Assignor all of Assignor's responsibilities relating to the Easement Obligations.
3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any claims, demands, liabilities and expenses (including, without limitation, court costs and attorneys' fees) incurred by Assignee arising out of any default relative to the Easement Obligations which default is in existence as of the date of this Agreement. Assignee agrees to

indemnify and hold Assignor harmless from and against any claims, demands, liabilities and expenses (including, without limitation, court costs and attorneys' fees) incurred by Assignor arising out of any default relative to the Easement Obligations which default is not in existence as of the date of this Agreement.

4. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the Commonwealth of Virginia. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Commonwealth of Virginia. Any dispute arising under this Agreement or the documents referred to herein will be adjudicated exclusively in the courts of Virginia with venue in Albemarle County.

7. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for the convenience of reference, and shall not be considered in construing their contents.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

ASSIGNOR:

WINTERGREEN FARM, LLC, a Virginia limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged before me in the aforesaid jurisdiction, this _____ day of _____, 20____, by _____, as _____ of Wintergreen Farm, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: _____

Notary Public
Registration Number: _____

ASSIGNEE:

[OWNER'S ASSOCIATION]

By: _____
Name: _____
Title: _____

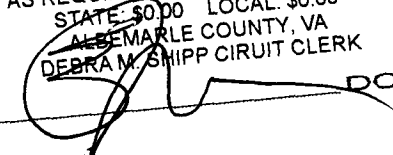
STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing Agreement was acknowledged before me in the aforesaid jurisdiction, this _____ day of _____, 20____, by _____, as _____ of [Owner's Association], a Virginia non-stock corporation, on behalf of the corporation.

My commission expires: _____

Notary Public
Registration Number: _____

28035826_4

RECORDED IN CLERK'S OFFICE OF
ALBEMARLE ON
AUGUST 3, 2015 at 3:07:33 PM
AS REQUIRED BY VA CODE §58.1-802
STATE \$0.00 LOCAL \$0.00
ALBEMARLE COUNTY, VA
DEBRA M. SHIPP CIRCUIT CLERK
 DC