

Prepared by:
J. Vaden Hunt, Esq. (VSB # 65574)
Charlottesville City Attorney's Office
P.O. Box 911
Charlottesville, Virginia 22902

Tax Map Parcel: No. 48A-41AA
Consideration: \$1.00

*This Deed is exempt from state recordation taxes pursuant to Virginia Code §§ 58.1-811(A)(3) and 58.1-811(C)(4),
and is exempt from the fees imposed by Virginia Code § 17.1-275, pursuant to Virginia Code § 17.1-266*

AMENDMENT TO DEED OF EASEMENT

THIS AMENDMENT TO DEED OF EASEMENT ("Amendment") is made this ____ day of _____, 2025, by and between **LOCUST MEADOW OWNERS ASSOCIATION** ("Grantor"), and the **CITY OF CHARLOTTESVILLE, VIRGINIA** ("City"), a municipal corporation and political subdivision of the Commonwealth of Virginia ("Grantee"), whose address is P.O. Box 911, Charlottesville, Virginia 22902; (collectively "Parties").

WITNESSETH

WHEREAS, the Grantor owns certain real property, acquiring such property by a deed dated May 15, 1993, and duly recorded in the Circuit Court Clerk's Office of the City in Deed Book 616, p. 710 ("Property"); and

WHEREAS, the Grantor and Grantee entered into a Deed of Easement dated August 1, 2019, which crosses over a portion of the Property and is duly recorded in the Circuit Court Clerk's Office of the City at Instrument No. 201900002947 ("Deed"); and

WHEREAS, the Deed set forth certain obligations and rights between the Parties on the Property, as more specifically described in the Deed; and

WHEREAS, the Grantee has requested that the Deed be amended, in accordance with Section 2.4 of the Deed, to relocate a small portion of the existing trail to better conform with the City's adopted Bicycle and Pedestrian Facility Master Plan and improve public access to such trail; and

WHEREAS, the Grantor accepts this request to relocate a small portion of the existing trail as more fully shown on a plat prepared by Draper Arden Associates on January 16, 2024, entitled, "PLAT SHOWING EXISTING TEMPORARY CONSTRUCTION EASEMENTS, 15' BICYCLE AND PEDESTRIAN ACCESS EASEMENT & 5' NATURE TRAIL EASEMENT TO BE ABANDONED AND PROPOSED TEMPORARY CONSTRUCTION EASEMENT AND 15' BICYCLE AND PEDESTRIAN ACCESS EASEMENT TO BE DEDICATED ACROSS PROPERTY OF LOCUST MEADOWS OWNERS, LOCUST GROVE NEIGHBORHOOD, CITY OF CHARLOTTESVILLE, VIRGINIA," which is attached and incorporated herein by reference as Exhibit "A" ("Plat").

NOW, THEREFORE, in consideration of the sum of One Dollar and 0/100 Cents (\$1.00), cash in hand paid, and other value and good consideration, the receipt of which is hereby acknowledged, the following amendments are mutually agreed to:

VACATION OF PORTIONS OF EXISTING TRAIL

Grantee does hereby VACATE the following easements, and Grantee does hereby RELEASE and QUITCLAIM to Grantor any interest it has in the area within these easements, which shall revert to Grantor:

1. A portion of one (1) of the existing temporary construction easements, containing approximately 1,567 square feet, as more fully described as "Ex. Temporary Construction Easement recorded in inst. 201900002947 to be vacated" on the Plat;
2. A portion of one (1) of the existing temporary construction easements, containing approximately 1,692 square feet, as more fully described as "Ex. Temporary Construction Easement recorded in inst. 201900002947 to be vacated" on the Plat;
3. A portion of the existing bicycle and pedestrian easement, containing approximately 2,445 square feet, as more fully described as "Ex. 15' Bicycle & Pedestrian Easement recorded in Inst. 201900002947 to be vacated" on the Plat; and
4. The nature trail easement, containing approximately 171 square feet, as more fully described as "Ex. Nature Trail Easement recorded in Inst. 201900002947 to be vacated" on the Plat.

CONVEYANCE OF PORTIONS OF A NEW TRAIL CONNECTION

Grantor does hereby GIVE, GRANT, CONVEY, and DEDICATE to the Grantee, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, easements over the Property, such easements being more specifically described as:

1. A new temporary construction easement, ten feet (10') in width, containing approximately 1,906 square feet, and more fully described as "NEW 10' TEMPORARY CONSTRUCTION EASEMENT" on the Plat;
2. A new temporary construction easement, ten feet (10') in width, containing approximately 2,029 square feet, and more fully described as "NEW 10' TEMPORARY CONSTRUCTION EASEMENT" on the Plat; and
3. A new permanent easement and right-of-way, fifteen feet (15') in width, containing approximately 2,951 square feet, and more fully described as "NEW 15' BICYCLE & PEDESTRIAN EASEMENT" on the Plat.

RELATIONSHIP BETWEEN AMENDMENT AND THE DEED

As a result of the VACATIONS and CONVEYANCES above, the legal description of the existing easements described in the first two (2) pages of the Deed is hereby amended to read:

1. A permanent easement and right-of-way, fifteen feet (15') in width, containing approximately 2,951 square feet, and more fully described as "NEW 15' BICYCLE & PEDESTRIAN EASEMENT" on the Plat;

2. A temporary construction easement, ten feet (10') in width, containing approximately 1,906 square feet, and more fully described as "NEW 10' TEMPORARY CONSTRUCTION EASEMENT" on the Plat; and

3. A temporary construction easement, ten feet (10') in width, containing approximately 2,029 square feet, and more fully described as "NEW 10' TEMPORARY CONSTRUCTION EASEMENT" on the Plat.

MISCELLANEOUS PROVISIONS

A. All new temporary construction easements conveyed in this Amendment shall automatically expire upon full construction of the "NEW 15' BICYCLE & PEDESTRIAN EASEMENT" on the Plat, as determined by the City;

B. All new easements conveyed in this Amendment are hereby subject to the same conditions, restrictions, covenants, terms, and obligations in the Deed;

C. All other terms, conditions, restrictions, obligations, and covenants in the Deed shall remain binding to the Grantor and Grantee, which will continue running with the land; and

D. In the event of any conflict between the Deed and the Amendment, the Amendment shall control.

WITNESS the following signatures and seals:

[SIGNATURE PAGES FOLLOW; THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

GRANTOR:

LOCUST MEADOWS OWNERS ASSOCIATION

By: _____(SEAL)
Gail Hyder
President

COMMONWEALTH OF VIRGINIA
City of Charlottesville, to-wit:

The foregoing Amendment was acknowledged before me, a Notary Public in and for the aforesaid City and State, by _____, as _____ of the Locust Meadows Owners Association, on the ____ day of _____, 2025

Notary Public

Registration #: _____

The City acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by Resolution of the City Council of the City of Charlottesville, Virginia, does hereby accept the conveyance of this Amendment, pursuant to Virginia Code § 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this Deed.

GRANTEE:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____ (SEAL)
John Mattux, Esq.
City Attorney

COMMONWEALTH OF VIRGINIA
City of Charlottesville, to-wit:

The foregoing Amendment to the Deed of Easement was acknowledged before me, a Notary Public in and for the aforesaid City and State, by _____, as _____ of the City of Charlottesville, Virginia, on the ____ day of _____, 2025

Notary Public

Registration #: _____

EXHIBIT “A”

PLAT SHOWING EXISTING TEMPORARY CONSTRUCTION EASEMENTS, 15’
BICYCLE AND PEDESTRIAN ACCESS EASEMENT & 5’ NATURE TRAIL EASEMENT
TO BE ABANDONED AND PROPOSED TEMPORARY CONSTRUCTION EASEMENT
AND 15’ BICYCLE AND PEDESTRIAN ACCESS EASEMENT TO BE DEDICATED
ACROSS PROPERTY OF LOCUST MEADOWS OWNERS, LOCUST GROVE
NEIGHBORHOOD, CITY OF CHARLOTTESVILLE, VIRGINIA