	Instrument Control Number	007308
•	Commonwealth of Virgin Land Record Instruments Cover Sheet - Form A	TANDARINA HARINA HARINA KARINA KARINA KARINA KARINA KARINA KARINA KARINA KARINA KARINA
	[ILS VLR Cover SheetAgent 1,0.66]	Doc ID: 006712180013 Type: DEE Recorded: 06/11/2012 at 12:63:04 PM Fee Amt: \$0.00 Page 1 of 13 Albemarle County; VA Debra M. Shipb Clerk File# 2012-00007308
T C O R P	Date of Instrument: [5/18/2012] Instrument Type: [DQC]	вк 41 85 ро 277-289
E	Number of Parcels [1] Number of Pages [9]	
M P	City County X [Albemarie Cour	aty] (Box for Deed Stamp Only)
 	Last Name F	First and Second Grantors Irst Name Middle Name or Initial Suffix
	[CSX Transportation, Inc.][][][]
لكا لــا	[Buckingham Branch Rail][][][][] Eirst and Second Grantees
		irst Name Middle Name or Initial Suffix
님님	[County of Albemarle, Virg][[][[][][[][][
	Grantee Address (Name)	[County of Albemarle, Virginia]
	(Address 1)	[401 McIntire Road
	(Address 2) (City, State, Zip)	[Chariottesville] [VA] [22902]
		ling Debt [0.00] Assumption Balance [0.00]
	Book [72] Pag Parcel Identification No (PIN) Tax Map Num. (If different then PIN)	[056A2-01-00-02400] [056A2-01-00-02400]
	Short Property Description	[Parcel J-1, containing 0.362 acres]
	Current Property Address (Address 1) (Address 2)	
	(City, State, Zip)	•
	Instrument Prepared by Recording Paid for by Return Recording to (Name) (Address 1) (Address 2)	[Kim R. Bongiovanni, Esquire] [Kim R. Bongiovanni, Esquire] [Albemarle County Attorney] [401 McIntire Road] [Suite 325 1
	(City, State, Zip)	[Charlottesville] [VA] [22902]
	Customer Case ID	1 1 1 1
	Course Shoot Born #4 454	
	Cover Sheet Page # 1 of 1	

007308

This instrument prepared by or under the direction of:

Kim R. Bongiovanni Assistant General Counsel Law Department 500 Water Street Jacksonville, Florida 32202

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.

RETURN TO:

Albemarle County, 401 McIntire Rd, Charlottesville, VA 22902

Tax Map No.: 56A2 Parcel 1-24

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 18th day of May, 2012, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", the COUNTY OF ALBEMARLE, VIRGINIA, whose mailing address is 401 McIntire Road, Charlottesville, Virginia 22902, hereinafter called "Grantee", and the BUCKINGHAM BRANCH RAILROAD COMPANY, a Virginia corporation, whose mailing address is Post Office Box 336, Dillwyn, Virginia 23936, hereinafter called "Lessee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and/or assigns of individuals or the successors and/or assigns of corporations.)

THAT Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Crozet Avenue, County of Albemarle, Virginia, hereinafter designated "Parcel 'J-1" (hereinafter "the Premises")on that certain plat by Lincoln Surveying entitled "Subdivision Plat Showing Parcel 'J-1' – Being a Portion of Tax Map 56A2, Parcel 1-24, Hereby Conveyed to the County of Albemarle, Located on Crozet Avenue, White Hall District, Albemarle County, Virginia" (the "Plat"), attached hereto and recorded herewith, more particularly described in

Exhibit A, attached hereto and incorporated herein, and containing 0.362 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

RESERVING unto Grantor a perpetual non-exclusive access easement, hereinafter "the Access Easement", TWENTY-FOUR feet (24') in width, for the purpose of access over and across the Premises to Grantor's property located adjacent thereto, which Access Easement is more particularly described as "LEGAL DESCRIPTION FOR THE RESERVED ACCESS EASEMENT OF TAX MAP 56A2 PARCEL 1-24" on Exhibit "A" attached hereto and incorporated herein. The Grantor's Access Easement shall extend onto and across the Parcel "J", previously dedicated by the Grantor to public use by instrument recorded in Albemarle Deed Book 3783, pages 550-558, until such time as said Parcel "J" is dedicated to the Virginia Department of Transportation (VDOT). The Access Easement shall automatically terminate and title shall vest in Grantee upon abandonment of railroad operations by Grantor, its successors or assigns, and Grantor's Lessee, its successors or assigns.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Access Easement or any facilities subsequently placed within the Access Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Access Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes (such permitted purposes include, but are not limited to, public or general parking) and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail,

athletic fields or courts, or public gathering place, but not to include use as a public or general parking lot). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants whether or not Grantor retains title to property adjacent to the Premises.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee has access to the Premises through a public right-of-way. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, access to the Premises will continue through a public right-of-way or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. To the extent allowed by applicable law, and without waiving its sovereign immunity, Grantee, its successors and/or assigns assume all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Prior to commencement of any development or construction on the Premises, Grantee, its successors and/or assigns shall construct and maintain, at its/their sole cost and expense, an adequate and suitable fence with a twenty-eight foot (28') access gate, along the north line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor or Grantor's Lessee and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's or Grantor's Lessee's adjoining operating property.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

AUTHORITY TO ACCEPT PROPERTY: 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.

THE LESSEE currently leases the Premises and other property from the Grantor. The Lessee hereby joins in this Deed to reflect Lessee's consent to the terms and intent of this Deed, and agrees that Lessee's leasehold interest shall be held subject and subordinate to the terms and conveyance herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered	
in the presence of:	CSX TRANSPORTATION, INC.:
Mary do Vollrath	By: Name: Stephen A. Crosby Title: President - CSX/Real Property, Inc., signing on behalf of CSX Transportation, Inc. Attest Faul R. Hitchcock Corporate Secretary
STATE OF FLORIDA)	
) SS. COUNTY OF DUVAL)	
COUNTY OF DUVAL	
1, Janneter Bryan, a	Notary Public of the State of Florida and the County of
Dunal de se d'Culture de 1 4 1 1	

I, James James A., a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, 2	I hereunto set my hand and official seal, thisday, 20
My commission expires on:	Notary Public (SEAL)
Notary Public State of Fiorida Janufler Bryan My Commission DD945587 Expires 12/10/2013	Print Name: Jennote Fryan

COUNTY OF ALBEMARLE

Thomas C. Poley
County Executive

COMMONWEALTH OF VIRGINIA CITY/COUNTY OF <u>Charlotesui/le</u>

The foregoing Quitclaim Deed was signed, sworn to and acknowledged before me this day of June, by Thomas C. Foley, County Executive, on behalf of the County of Albemarle, Virginia, Grantee.

PUBLIC

Notary Public

My Commission Expires: June 30 20/3
Notary Registration Number 253994

Approved as to form:

6

BUCKINGHAM BRANCH RAILROAD COMPANY

Steven C. Powell

President

COMMONWEALTH OF VIRGINIA CITY/COUNTY OF <u>Buckingham</u>:

The foregoing Quitclaim Deed was signed, sworn to and acknowledged before me this 22 day of May, 2012 by Steven C. Powell, President, on behalf of the Buckingham Branch Railroad Company, Lessee, Sathry Ann Le Blanc Notary Public

My Commission Expires: Notary Registration Number

Kathryn Ann LeBlanc NOTARY PUBLIC Commonwealth of Virginia Reg. #7185438 My Commission Expires February 29, 2016

EXHIBIT A

Description of property at: Crozet Avenue, Albemarle County, Virginia To: County of Albemarle, Virginia CSXT Deed File No.: 2011-3801/JLB

LEGAL DESCRIPTION FOR PARCEL "J-1":

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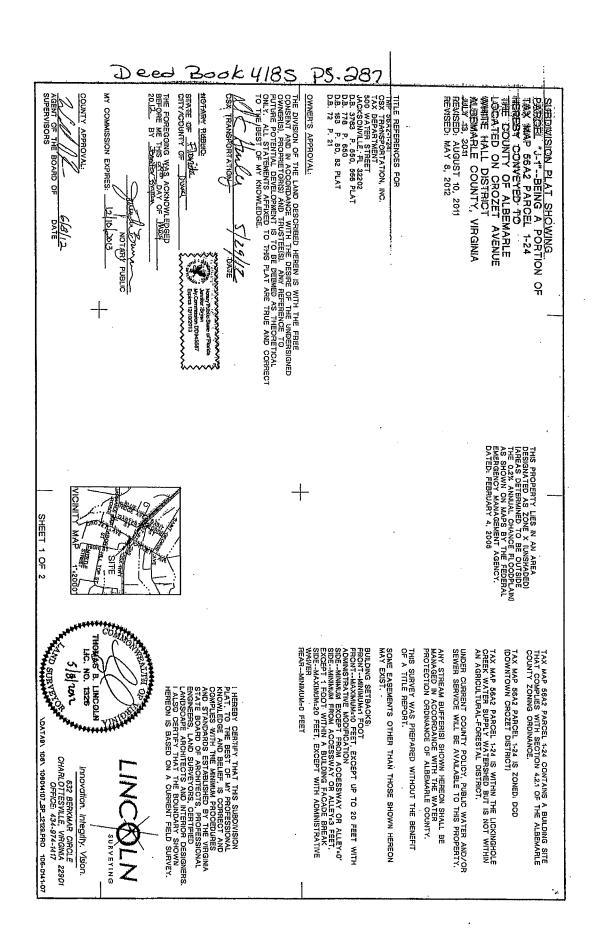
COMMENCING AT THE POINT OF BEGINNING, A MAG NAIL SET ON THE EASTERN MARGIN OF THE CROZET AVENUE RIGHT OF WAY AND WHICH LIES SOUTH 28°26'30" WEST A DISTANCE OF 12.50 FEET FROM A MAG NAIL SET ON SAID RIGHT OF WAY AND A CORNER WITH PROPERTY OWNED BY CSX TRANSPORTATION, INC.; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2855.60 PEET, AN ARC LENGTH OF 211.12 FEET, A TANGENT LENGTH OF 105.61 FEET, A CHORD LENGTH OF 211.07 FEET, A CHORD BEARING OF SOUTH 63°50'18" EAST AND A DELTA OF 4°14'10" TO AN IRON SET; THENCE SOUTH 26°00'00" WEST, A DISTANCE OF 26.48 FEET TO AN IRON SET; THENCE SOUTH 64°00'00" EAST, A DISTANCE OF 50.00 FEET TO AN IRON SET AT A CORNER WITH TAX MAP 56A2 PARCEL 1-71 OWNED BY J. BRUCE BARNES, INC.; THENCE WITH SAID PROPERTY SOUTH 27°12'03" WEST, A DISTANCE OF 40.01 FEET TO AN IRON SET ON THE NORTHERN MARGIN OF A 15 FOOT DRIVE; THENCE WITH SAID DRIVE NORTH 64°00'00" WEST. A DISTANCE OF 260.74 FEET TO A MAG NAIL SET ON THE EASTERN MARGIN OF THE CROZET AVENUE RIGHT OF WAY; THENCE WITH SAID RIGHT OF WAY NORTH 38°27'09" EAST, A DISTANCE OF 2.19 FEET TO A MAG NAIL SET; THENCE NORTH 32°59'25" EAST, A DISTANCE OF 33.85 FEET TO A MAG NAIL SET; THENCE NORTH 62°46'18" WEST, A DISTANCE OF 5.42 FEET TO A MAG NAIL SET; THENCE NORTH 28°26'30" EAST, A DISTANCE OF 4.15 FEET TO A MAG NAIL SET; THENCE CONTINUING NORTH 28°26'30" EAST, A DISTANCE OF 27.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.362 ACRES, MORE OR LESS.

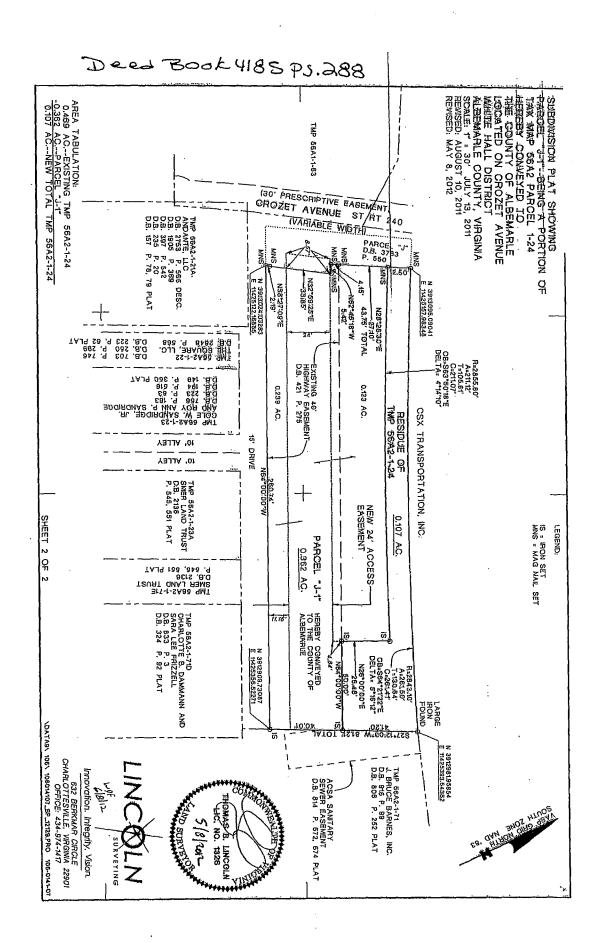
LEGAL DESCRIPTION FOR THE RESERVED ACCESS EASEMENT OF TAX MAP 56A2 PARCEL 1-24:

COMMENCING AT THE POINT OF BEGINNING, AN IRON SET AT A COMMON CORNER BETWEEN PARCEL "J-1" AND THE RESIDUE OF TAX MAP 56A2 PARCEL 1-24 (KNOWN HEREIN AS TMP 56A2-1-24) AND LYING ON PROPERTY LINE ADJACENT TO PROPERTY OWNED BY J. BRUCE BARNES, INC.; THENCE SOUTH 27°12'03" WEST, A DISTANCE OF 28.85 FEET; THENCE PARALLEL TO THE SOUTHERN MARGIN OF PARCEL "J-1" ALONG A BEARING NORTH 64°00'00" WEST, A DISTANCE OF 267.97 FEET; THENCE NORTH 32°59'25" EAST, A DISTANCE OF 24.18 FEET; THENCE SOUTH 64°00'00" EAST, A DISTANCE OF 215.63 FEET; THENCE NORTH 26°00'00" EAST, A DISTANCE OF 4.84 FEET TO AN IRON SET AT A COMMON CORNER BETWEEN PARCEL "J-1" AND THE RESIDUE OF TMP 56A2-1-24; THENCE WITH SAID RESIDUE SOUTH 64°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.153 ACRES, MORE OR LESS.

BEING more particularly shown on plat of survey dated July 13, 2011 and last revised May 8, 2012, prepared by Thomas B. Lincoln, Land Surveyor Number 1326, Lincoln Surveying, 632 Berkmar Circle, Charlottesville, Virginia 22901, incorporated herein by reference.

BEING a portion of the property acquired by The Chesapeake and Ohio Railroad Company, a predecessor of Grantor, from Newton V. White, et ux, by deed dated May 16, 1877, recorded among the Public Land Records of Albemarle County, Virginia, in Book 72, Page 21.





RECORDED IN CLERKS OFFICE OF ALBEMARLE COUNTY ON JUNE 11,2012 AT 12:53:04 PM \$0.00 GRANTOR TAX PD AS REQUIRED BY VA CODE \$58.1-802 STATE: \$0.00 LOCAL: \$0.00 ALBEMARLE COUNTY, VA DEBRA MISHIPP CLERK