

Lot 1 - Easement Plat

LINE	BEARING	DISTANCE
L1	N20°10'53"W	181.34'
L2	S69°49'07"W	177.50'
L3	N20°10'53"W	377.52'
L4	N02°10'07"E	6.54'
L5	N20°10'53"W	59.16'
L6	N12°40'53"W	10.45'
L7	N69°49'07"E	45.76'
L8	N81°34'47"E	307.15'
L9	N68°38'37"E	40.14'
L10	S21°01'23"E	76.53'
L11	S81°34'47"W	18.80'
L12	N08°25'13"W	10.00'
L13	N20°10'53"W	277.43'
L14	N69°49'07"E	61.00'
L15	N20°10'53"W	385.86'

LINE	BEARING	DISTANCE
L16	N20°10'53"W	31.00'
L17	N20°10'53"W	17.50'
L18	S69°49'07"W	265.98'
L19	S08°25'13"E	7.61'
L20	S68°59'11"E	40.34'
L21	N32°39'08"E	34.50'
L22	S21°01'23"E	18.62'
L23	S32°39'08"W	12.41'
L24	S21°01'23"E	17.50'
L25	S70°00'00"W	15.82'
L26	S08°34'38"W	73.90'
L27	S08°25'13"E	19.55'
L28	S81°34'47"W	45.54'
L29	N08°25'13"W	8.32'
L30	S81°34'47"W	142.00'

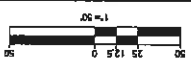
LINE	BEARING	DISTANCE
L31	S08°45'07"E	40.50'
L32	N81°34'47"E	2.50'
L33	S08°25'13"E	25.00'
L34	S91°34'47"W	25.00'
L35	N08°25'13"W	25.00'
L36	N81°34'47"E	2.50'
L37	N08°25'13"W	68.50'
L38	N81°34'47"E	15.67'
L39	S08°25'13"E	8.00'
L40	N81°34'47"E	133.61'
L41	N08°25'13"W	8.50'
L42	N81°34'47"E	44.77'
L43	N02°27'18"E	61.87'
L44	N68°59'11"W	35.17'
L45	S81°34'47"W	119.44'

LINE	BEARING	DISTANCE
L46	S08°25'13"W	38.12'
L47	S81°34'47"W	78.86'
L48	S38°32'15"W	78.20'
L49	S20°10'53"E	11.80'
L50	S52°34'02"W	5.52'
L51	S02°25'13"E	30.88'
L52	N81°34'47"E	4.19'
L53	S03°38'52"W	10.77'
L54	S19°42'46"E	23.78'
L55	S75°39'59"W	40.20'
L56	N20°10'53"W	33.07'
L57	N77°52'57"E	25.18'
L58	N08°25'13"W	40.77'
L59	S87°10'51"W	15.63'
L60	N26°40'28"E	31.99'

LINE	BEARING	DISTANCE
L61	N75°45'20"E	17.69'
L62	N39°32'15"E	43.94'
L63	N08°25'13"W	9.12'
L64	N81°34'47"E	221.18'
L65	N38°01'10"E	22.49'
L66	N81°34'47"E	29.02'
L67	S38°01'10"W	61.45'
L68	N20°10'53"W	14.42'
L69	N20°10'53"W	49.83'
L70	S69°49'07"W	10.00'
L71	N20°10'53"W	130.71'
L72	N20°10'53"W	184.50'
L73	N81°34'47"E	181.04'
L74	S08°25'13"E	22.00'
L75	S81°34'47"W	154.89'

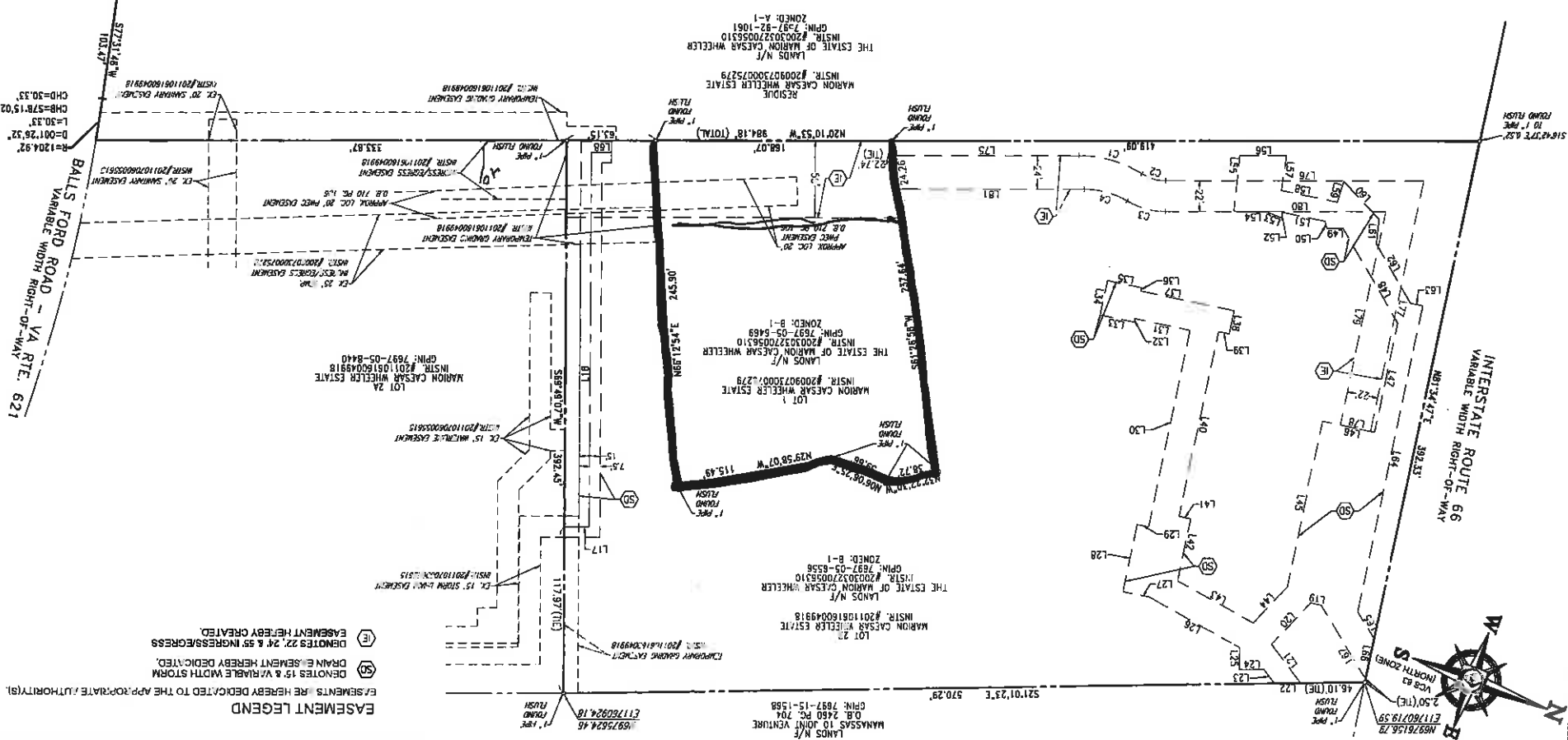
LINE	BEARING	DISTANCE
L80	S20°10'53"E	157.45'
L81	S20°10'53"E	131.00'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	64.00'	47.42'	N04°00'29"W	48.80'	24.36'
C2	32.00'	18.07'	N04°00'29"W	17.83'	9.28'
C3	54.00'	28.96'	S04°43'12"E	28.61'	14.83'
C4	60.00'	32.17'	S04°49'12"E	31.79'	16.48'



BOHLER ENGINEERING
2012 DAVIS DRIVE, SUITE 25
PRINCETON, VIRGINIA 22151
TEL: 703.890.1000 • FAX: 703.890.1001
WWW.BOHLERENGINEERING.COM

NO. 1
REVISION
DRAWN: M.J.M. - SHEET 3 OF 3
DATE: DEC. 22, 2011
SCALE: 1"=50'
PRINCE WILLIAM COUNTY, VIRGINIA
GAINESVILLE MAJESTIC DISTRICT
INST. #200907300075279
INST. #201108160049918
MARION CAESAR WHEELER ESTATE
DEDICATION OF VARIOUS EASEMENTS
PLAT SHOWING



EASEMENT LEGEND
EASEMENTS ARE HEREBY DEDICATED TO THE APPROPRIATE AUTHORITY.
SD DENOTES 15' VARIABLE WIDTH STORM DRAIN EASEMENT HEREBY DEDICATED.
E DENOTES 22', 24' & 55' INGRESS/EGRESS EASEMENT HEREBY CREATED.

NOTES

1. THE PROPERTIES DELINEATED ON THIS PLAT IS/ARE LOCATED AT CORNER 7897-05-8458, 737-07-05-8459 AND 7597-02-1061 AND ARE ZONED A-1 & B-1.

2. THIS SURVEY WAS PREPARED WITH A TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. VA-11-1898, EFFECTIVE DATE AUGUST 31, 2011.

3. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM (VCS 1983, NORTH ZONE) AND IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY BOHLER ENGINEERING WHICH DETERMINES THE PROPERTY BOUNDARY TO PWC MONUMENT - BALLS FORD RD. THE COMBINED SCALE FACTOR WHICH HAS BEEN APPLIED TO THE FIELD DISTANCES TO DERIVE THE REFERENCED COORDINATES IS 0.99994237, WHICH IS BASED UPON THE INTERNATIONAL FOOT (1"=0.3048 METERS).

4. NO FENCES OR ANY OTHER PERMANENT STRUCTURES ARE PERMITTED ON ANY WATERLINE OR SANITARY SEWER EASEMENT WITHOUT OBTAINING PRIOR WRITTEN PERMISSION FROM THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY.

5. THE COUNTY SHALL MAINTAIN DRAINAGE, STORM WATER MANAGEMENT, AND BEST MANAGEMENT PRACTICES FACILITIES AND SYSTEMS TO ENSURE THAT THEY FUNCTION PROPERLY. THE COUNTY SHALL NOT BE RESPONSIBLE FOR REPAIRING OR RESURFACING PAVED AREAS OR MAINTAINING LANDSCAPING WITHIN EASEMENTS. THE FEE TITLE OWNER SHALL BE RESPONSIBLE FOR GRASS MOWING WITH REASONABLE FREQUENCY, IF APPLICABLE, AND FOR THE REMOVAL OF DEBRIS AND OTHER MATTER THAT HAS IMPEDED OR THREATENS TO IMPEDE THE FREE FLOW OF STORM WATER.

6. THE FEE TITLE OWNER SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS OF ANY DEFECTS WITH THE STRUCTURES, PIPES AND FENCING WITHIN THE EASEMENT OF ANY DEBRIS OR OTHER MATTER WHICH IS BEYOND THE ABILITY OF THE OWNER TO REMOVE, AND OF ANY EXCESSIVE FLOODING, SEDIMENTATION OR SOIL EROSION WITHIN THE AREA OF THE EASEMENT.

7. THE PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) PER MAP ENTITLED "FIRM FLOOD INSURANCE RATE MAP, PRINCE WILLIAM COUNTY, VIRGINIA AND INCORPORATED AREAS, PANEL 82 OF 330", COMMUNITY PANEL NUMBER 5113000020, MAP EFFECTIVE DATE JANUARY 5, 1995.

OWNERS CONSENT AND DEDICATION

THE PLATTING AND DEDICATION AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS AND TRUSTEES, IF ANY, THE UNDERSIGNED HEREBY EXPRESSLY CONSENT(S) TO THE DEDICATION TO THE BOARD OF COUNTY SUPERVISORS, ANY EASEMENT INDICATED ON SUCH PLAT FOR PUBLIC RIGHTS OR PASSAGE, STORM DRAINAGE, OR EXPOSED FOR THE INSTALLATION OF STORM SEWER OR FOR ACCESS HERETO, OR FOR CONSTRUCTION EASEMENTS, TEMPORARY OR PERMANENT, ULTIMATELY TO BE OWNED, OPERATED, OR MAINTAINED BY ANY PUBLIC AUTHORITY.

I, A NOTARY PUBLIC AT LARGE WHOSE COMMISSION WILL EXPIRE ON DO HEREBY CERTIFY THAT WHOSE NAME(S) JUST SIGNED ON THE FOREGOING OWNERS CONSENT AND DEDICATION DATED _____ HAVING GIVEN UNDER MY HAND THIS _____ DAY OF _____ 20 _____

NOTARY PUBLIC

NOTARY CERTIFICATE

NAME: _____ DATE: _____

TITLE: _____

THE COUNTY OF _____

THE COMMONWEALTH OF VIRGINIA

TO WIT: _____

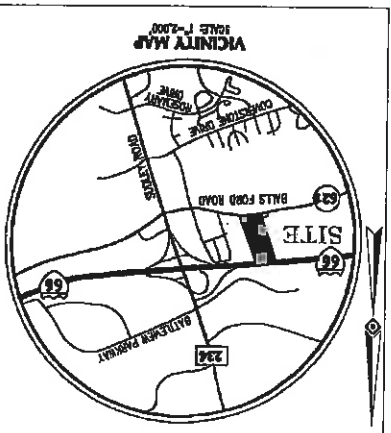
SURVEYOR'S CERTIFICATE

I, ROBERT CHARLES HARR, JR., A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS THE PROPERTY ACQUIRED BY THE ESTATE OF MARION CAESAR WHEELER AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA. THIS PLAT CLOSURES MATHEMATICALLY WITH A PRECISION RATIO OF 200303270068316 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA. GREATER THAN 1 IN 10,000, AND IRON PIPE WILL BE SET AT ALL PROPERTY CORNERS IN ACCORDANCE WITH SECTION 120.00 OF THE PRINCE WILLIAM COUNTY DESIGN AND CONSTRUCTION STANDARDS MANUAL.

THIS PLAT IS FOR REVIEW PURPOSES ONLY AND NOT FOR RECORDATION.

EASEMENT LEGEND

- (SS) DENOTES 20' SANITARY SEWER EASEMENT HEREBY DEDICATED.
- (WL) DENOTES 10' & 25' WATERLINE EASEMENT HEREBY DEDICATED.
- (SD) DENOTES 15' VARIABLE WIDTH STORM DRAIN EASEMENT HEREBY DEDICATED.
- (E) EASEMENT HEREBY CREATED.



PLAT SHOWING
DEDICATION OF VARIOUS EASEMENTS
MARION CAESAR
WHEELER ESTATE

INSTR. #201106180049918
GAINESVILLE MAGISTRAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=50'
DATE: DEC. 23, 2011
DRAWN: M.J.M. - SHEET 1 OF 3
REVISION
DATE: 03-29-12
REVISED PER EASEMENT REVISIONS

BOHLER
ENGINEERING

3000 WEST OAKS DRIVE, SUITE 200
STERLING, VIRGINIA 20154
TEL: 703.300.0000 - FAX: 703.300.0001
WWW.BOHLERENGINEERING.VI



NO. 1
REVISION
DRAWN: M.J.M. - SHEET 2 OF 3
DATE: DEC. 22, 2011
SCALE: 1"=50'
PRINCE WILLIAM COUNTY, VIRGINIA
GAINESVILLE MAJESTIC DISTRICT
INST. #200907300075279
INST. #201106160049918
PLAT SHOWING
DEDICATION OF VARIOUS EASEMENTS
MARION CAESAR
WHEELER ESTATE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	84.00'	47.42'	N04°00'29"W	48.80'	032°20'48"
C2	32.00'	18.07'	N04°00'29"W	17.83'	032°20'48"
C3	54.00'	28.96'	S04°49'12"E	28.81'	030°43'22"
C4	60.00'	32.17'	S04°49'12"E	31.79'	030°43'22"

LINE	BEARING	DISTANCE
L61	S20°10'53"E	131.00'
L60	S20°10'53"E	157.45'

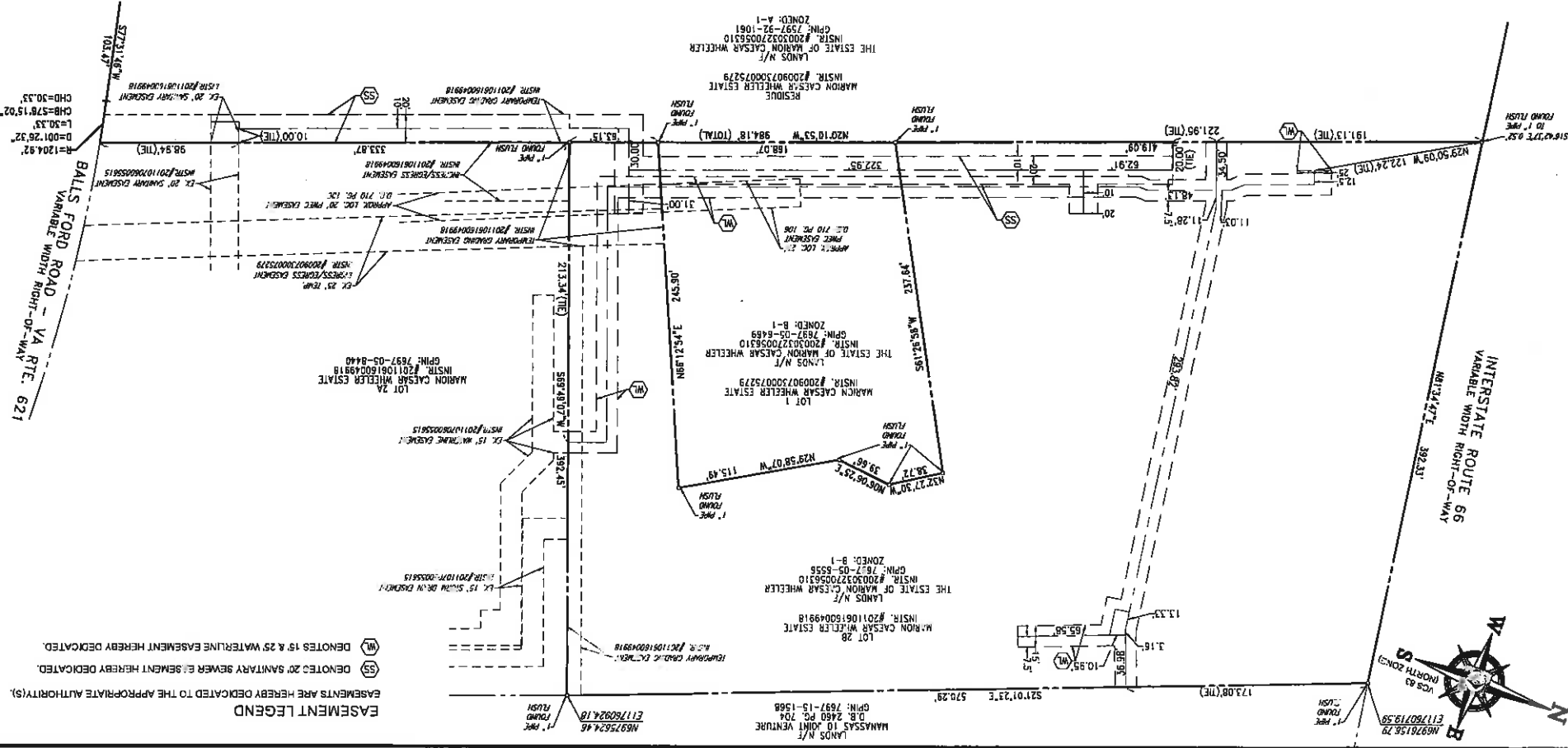
LINE	BEARING	DISTANCE
L79	S81°34'47"W	154.89'
L78	S08°25'13"E	22.00'
L77	N81°34'47"E	181.94'
L76	N20°10'53"W	184.50'
L75	N20°10'53"W	130.71'
L74	S88°49'07"W	10.00'
L73	N20°10'53"W	49.93'
L68	N20°10'53"W	14.42'
L67	S38°01'10"W	61.45'
L66	N81°34'47"E	29.02'
L65	N38°01'10"E	22.49'
L64	N81°34'47"E	221.19'
L63	N08°25'13"W	9.12'
L62	N39°32'15"E	48.94'
L61	N75°45'20"E	17.69'

LINE	BEARING	DISTANCE
L60	N26°40'28"E	36.99'
L59	S87°18'51"W	15.63'
L58	N08°25'13"W	40.77'
L57	N77°52'57"E	25.16'
L56	N20°10'53"W	33.07'
L55	S75°39'59"W	40.20'
L54	S19°42'46"E	23.78'
L53	S03°38'52"W	10.77'
L52	N81°34'47"E	4.19'
L51	S08°25'13"E	30.89'
L50	S52°34'02"W	5.52'
L49	S20°10'53"E	11.80'
L48	S37°32'15"W	70.20'
L47	S81°34'47"W	78.86'
L46	N08°25'13"W	38.17'

LINE	BEARING	DISTANCE
L45	S81°34'47"W	119.44'
L44	S68°59'11"W	35.17'
L43	N08°27'18"E	61.87'
L42	N81°34'47"E	44.77'
L41	N08°25'13"W	8.00'
L40	N81°34'47"E	133.61'
L39	S08°25'13"E	8.00'
L38	N81°34'47"E	16.87'
L37	N08°25'13"W	8.50'
L36	N81°34'47"E	2.50'
L35	N08°25'13"W	25.00'
L34	S81°34'47"W	25.00'
L33	S08°25'13"E	25.00'
L32	N81°34'47"E	2.50'
L31	S08°25'13"E	40.50'

LINE	BEARING	DISTANCE
L30	S81°34'47"W	142.00'
L29	N08°25'13"W	8.32'
L28	S81°34'47"W	43.54'
L27	S20°25'13"E	19.55'
L26	S08°34'38"W	73.90'
L25	S70°00'00"W	15.82'
L24	S21°01'23"E	17.50'
L23	S32°39'08"W	12.41'
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L18	S68°49'07"W	265.98'
L17	N20°10'53"W	17.50'
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LINE	BEARING	DISTANCE
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L11	S81°34'47"W	18.80'
L10	S21°01'23"E	76.53'
L9	N88°58'37"E	40.14'
L8	N81°34'47"E	307.15'
L7	N69°49'07"E	45.78'
L6	N42°40'53"W	10.45'
L5	N20°10'53"W	59.16'
L4	N02°18'07"E	6.51'
L3	N20°10'53"W	377.52'
L2	S68°49'07"W	181.34'
L1	N20°10'53"W	27.50'



EASEMENT LEGEND
EASEMENTS ARE HEREBY DEDICATED TO THE APPROPRIATE AUTHORITY(S).
SS DENOTES 15' SANITARY SEWER EASEMENT HEREBY DEDICATED.
WM DENOTES 20' WATERLINE EASEMENT HEREBY DEDICATED.

EXHIBIT A
EASEMENT PLAT

[Attached hereto]

3. THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A DESIGN AND/OR CONSULTATION DOCUMENT. THE EXISTING CONDITIONS SURVEY REPORT AND BASED UPON INFORMATION THAT WAS SUPPLIED TO BOLDER ENGINEERING AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.

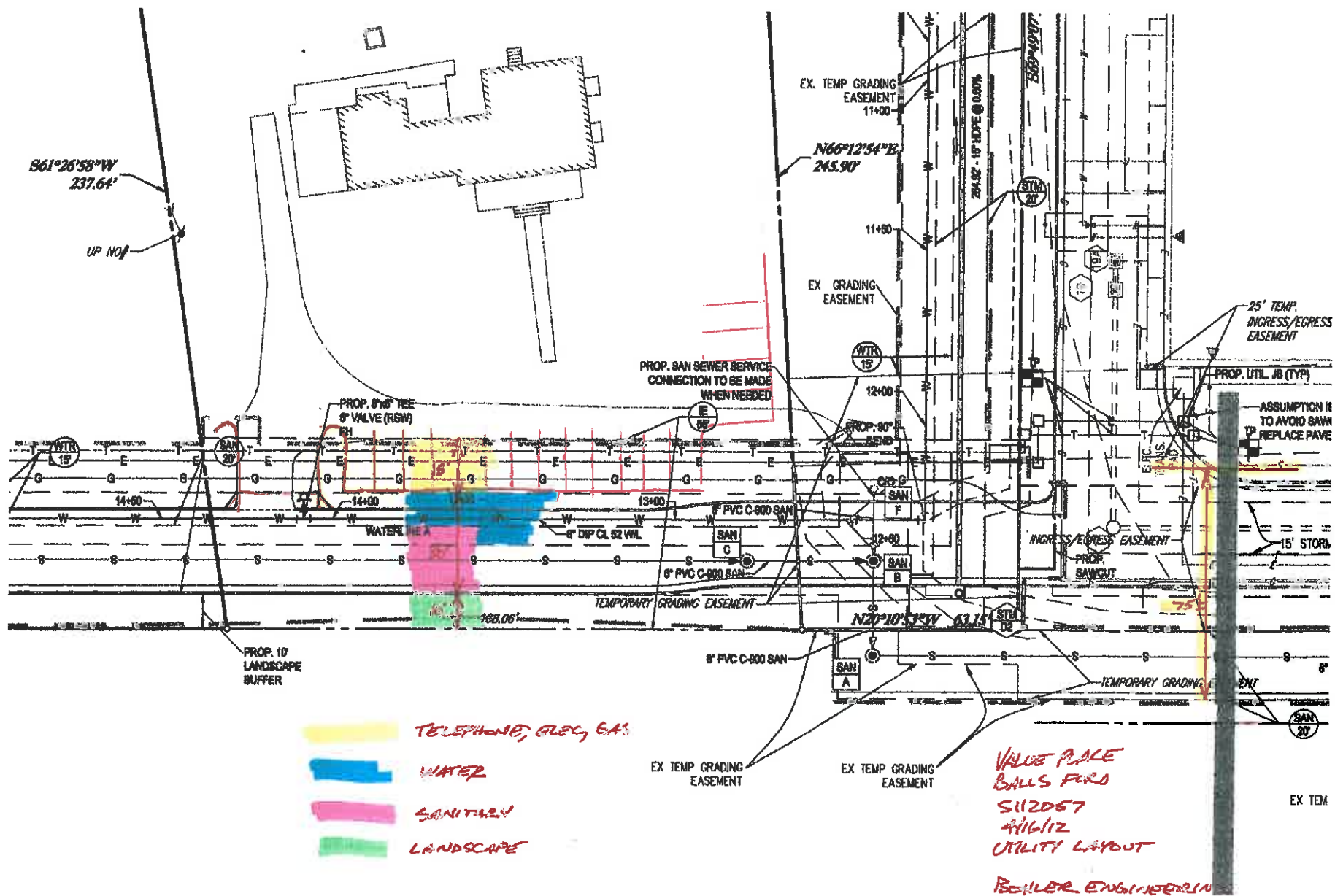
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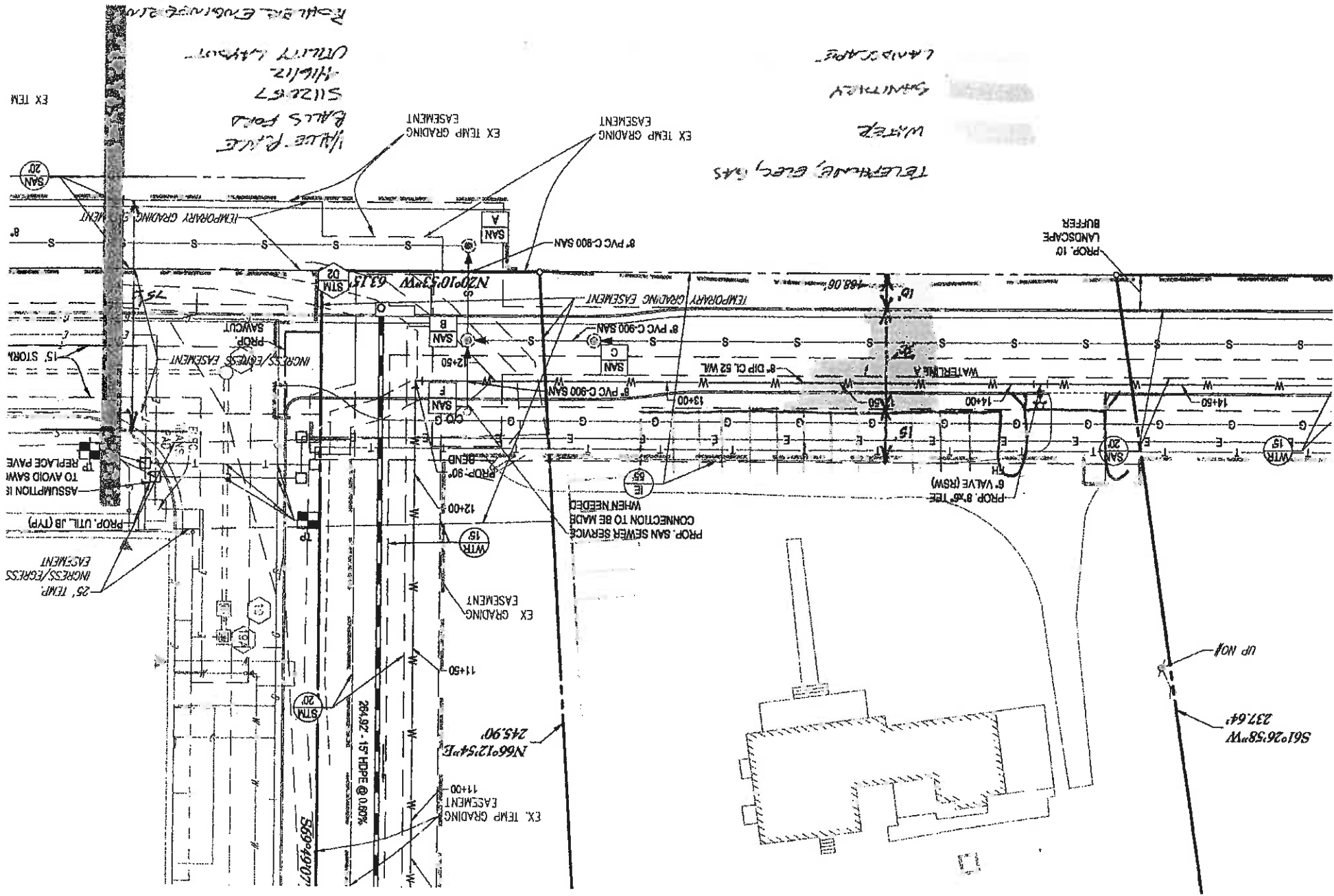
**THE FOLLOWING INFORMATION IS FOR THE USE OF THE
FEDERAL BUREAU OF INVESTIGATION AND IS NOT TO BE
DISCLOSED TO THE PUBLIC OR ANY OTHER AGENCY OR
PERSON WITHOUT THE WRITTEN AUTHORIZATION OF THE
FEDERAL BUREAU OF INVESTIGATION**

PROJECT: **VALUE
PLACE
HOTEL**
—NUR—
**SANDPIPER
HOSPITALITY II,
LLC**
LOCATION OF SITE:
MARION CAESAR
WHEELER ESTATE
GAINESVILLE,
PRINCE WILLIAM COUNTY, VA

1
OF 1

[illegible]





HAUTE RIVE
BALLS FORD
SUITE 67
-116112
UTILITY LAYOUT

TELEPHONE, ELEC, GAS
WATER
SANITARY
LANDSCAPE

S61°26'58"W
237.64'

UP NO.1

Prepared by and return to:
Willcox & Savage P.C. (GDI)
440 Monticello Ave., Ste. 2200
Norfolk, Virginia 23510

DEED OF DEDICATION AND EASEMENT

THIS DEED OF DEDICATION AND EASEMENT made this _____ day of April, 2012, by **CLAUDE T. COMPTON, EXECUTOR OF THE ESTATE OF MARION CAESAR WHEELER** ("**Grantor**"), a grantor for indexing purposes; **THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA**, a body corporate and politic ("**County**" or "**Board**"), a grantee for indexing purposes; **PRINCE WILLIAM COUNTY SERVICE AUTHORITY**, a public body politic and corporate ("**Authority**"), a grantee for indexing purposes; **JEANETTE L. SUMMERS**, Trustee ("**Trustee**"), a grantor for indexing purposes; and **PHILIP E. HARROVER** and **NANCY R. HARROVER** (collectively, "**Beneficiary**"), a grantor for indexing purposes.

WITNESSETH:

WHEREAS, Grantor is the owner of three certain parcels of land situate in Prince William County, Virginia known as Lot 1, Lot 2B and Residue (collectively, the "**Property**"), all as more particularly shown on the attached plat, having acquired said Property by a **Deed** **WILL** recorded in Instrument No. 200303270056310 in the land records of Prince William County, Virginia (the "**Land Records**").

WHEREAS, Grantor desires to grant and convey certain easements to the County, all as more particularly described and shown on the attached plat entitled "PLAT SHOWING DEDICATION OF VARIOUS EASEMENTS MARION CAESAR WHEELER ESTATE," December 22, 2011 and prepared by Bohler Engineering (the "**Plat**") (County Plan # 12-00104R00S02 – Value Place Hotel @ Balls Ford Rd).

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated May 4, 2009, and recorded May 4, 2009 as Instrument No. 200905040042214 among the Land Records (the "**Deed of Trust**"), where in the Property was conveyed to the Trustee, in trust, to secure the repayment of a certain indebtedness payable unto the Beneficiary, as more specifically set forth therein.

NOW THEREFORE in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, with General Warranty, the following easements as said easements are set forth on the Plat.

a. All those various such storm drainage easements identified on the Plat as "SD" and "DENOTES 15' & VARIABLE WIDTH STORM DRAIN EASEMENT HEREBY DEDICATED". These easements shall run with the land and are for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm drainage lines, or other drainage facilities, plus necessary inlet structures including other appurtenant facilities for the transmission and distribution of storm waters through, upon, and across the property of the

Grantor; said property and easements being more particularly bounded and described on the plat attached hereto. These easements shall grant to the appropriate Prince William County authorities the right to enter upon the property which is the subject of these easements for the purpose of inspecting, maintaining or replacing any storm water management apparatus or facility which is installed upon or beneath the land which is the subject of these easements.

b. All those various ingress egress easements as set forth more particularly on the Plat. Within said easements, the County shall have the right of access for County and other emergency vehicles. Said easements shall not constitute a public road or right of way and shall be used only for the aforementioned reasons. Said easements shall be permanent and shall run with the land. The owner of the fee title to the Property shall be responsible for maintenance of these easements.

Said easements being SUBJECT to the following conditions:

1. All sewers, manholes and appurtenant facilities which are installed in the easements granted to the County shall be and remain the property of the Grantor, its successors and assigns; provided, however, that at such time as County shall implement a comprehensive maintenance program, Grantor shall, without further consideration, on request of County, execute such instruments as may be required to convey such improvements to County.

2. The County and its agents shall have full and free use of the said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the rights-of-way, and the right to use abutting land adjoining the easements where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the County erect any building or structure of a permanent nature on such abutting land.

3. The Board and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said storm drainage facility; provided, however, that the Board, at its own expense, shall restore as nearly as possible, the premises to their original condition; such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding and resodding of lawn and pasture areas, but not the replacement of structures, trees, or other obstructions.

4. The Grantor reserves the right to make any use of the easements herein granted, provided, this use does not interfere with the flows of the natural storm drainage or adversely affect other properties or interfere with the use of the storm easement(s) by the County for the purposes named, or be inconsistent with any other right herein conveyed; also provided, that the Grantor, its successors and assigns, shall not erect any building, fence or other structure on the easement(s) granted to the County without obtaining the prior written approval of the Board.

5. The fee title owner shall be responsible for the maintenance of all drainage, storm water management and best management practice facilities and systems in accordance with the maintenance agreement to ensure that they function properly.

Subject to other limitations, the fee title owner may landscape the easement to include vegetation, signs and fences provided that drainage and the County's or the owner's ability to access the easements is not compromised and that the County is not in any way responsible for the repairs of these landscape items even if damaged by County forces.

The Grantor agrees to indemnify and hold the County harmless for any and all liability resulting from the presence of hazardous materials in the land so conveyed and dedicated, including any liability under the Comprehensive Environmental Response and Liability Act as amended at the time the County is charged with such liability.

This conveyance and dedication is made with the Grantor's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the plat having been duly approved by the proper authorities of Prince William County, Virginia, as evidenced by their endorsement thereon.

THIS DEED FURTHER WITNESSETH: That in consideration of the foregoing premises, the conveyances made hereby, the consideration received therefor by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys unto the Authority, its successors and assigns, with general warranty, a 20 foot wide sanitary sewer easement and 15 foot and 25 foot wide waterline easements (collectively, the "*Water and Sewer Easements*"), across, over and upon the Property for the purpose of installing, constructing, operating, maintaining, inspecting, repairing, replacing, adding to or altering, changing the size of, and removing one or more present or future water and sewage utility lines, plus necessary valves and appurtenances for the collection, distribution and transmission of water and sewage through the Property. The Water and Sewer Easements are bounded and more particularly shown on the Plat and labeled as "SS", "DENOTES 20' SANITARY SEWER EASEMENT HEREBY DEDICATED", "WL" and "DENOTES 15' & 25' WATERLINE EASEMENT HEREBY DEDICATED". The Water and Sewer Easements are subject to the following terms and conditions:

1. The Authority and its agents have full and free use of the Water and Sewer Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Water and Sewer Easements, including the right of access to and from the Water and Sewer Easements and the right to use adjoining land of the Grantor to the extent necessary to facilitate installation, construction, replacement, alteration, maintenance, inspection, operation and any necessary repairs; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, replacement, alteration, maintenance, inspection, operation or repair, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land. All facilities which are

installed in the Water and Sewer Easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the Water and Sewer Easements, deemed by the Authority to interfere with the proper and efficient construction, operation and maintenance of the water and sewage lines and appurtenant facilities, provided, however, that the Authority at its own expense shall restore the premises as nearly as possible to their original condition, such restoration to include the backfilling of trenches, the replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of trees, shrubbery, or other obstructions.
3. The Grantor reserves the right to make any use of the Water and Sewer Easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the Water and Sewer Easements by the Authority for the purposes named, provided, however, that the Grantor shall not erect any building or other structure, including a fence, on the Water and Sewer Easements, without obtaining the prior written approval of the Authority.
4. The consideration mentioned above is accepted by the Grantor as full and total payment for all damages to shrubbery or other obstructions within the Water and Sewer Easements, for all trees outside the Water and Sewer Easements trimmed or felled during the initial construction stage of the Authority's facilities, for all other rights and privileges set forth herein, and for any damages to the residue of the Property.
5. The Grantor covenants that it is seized of and has the right to convey the Water and Sewer Easements, that the Authority shall have quiet and peaceable possession, use and enjoyment of the Water and Sewer Easements and that the Grantor shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH: that the Trustee and Beneficiary, by their signatures affixed hereto, do hereby consent to and subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat. In all other respects, said Deed of Trust shall continue in full force and effect.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to the terms and conditions herein expressed and their acceptance to the rights of way herein conveyed.

(SIGNATURES ON FOLLOWING PAGES)

WITNESS the following signatures and seals:

GRANTOR:

ESTATE OF MARION CAESAR WHEELER

_____(SEAL)
Claude T. Compton, Executor of the Estate of Marion
Caesar Wheeler

STATE OF _____

COUNTY/CITY OF _____, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that Claude T. Compton, as Executor of the Estate of Marion Caesar Wheeler, whose name is signed to the foregoing Deed dated _____, 2012, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____

Notary Registration Number: _____

TRUSTEE:

_____(SEAL)
Jeanette L. Summers, Trustee

STATE OF _____

COUNTY/CITY OF _____, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that Jeanette L. Summers, Trustee, whose name is signed to the foregoing Deed dated _____, 2012, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____

Notary Registration Number: _____

BENEFICIARY:

_____(SEAL)
Phillip E. Harrover

_____(SEAL)
Nancy R. Harrover

STATE OF _____

COUNTY/CITY OF _____, to-wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that Phillip E. Harrover and Nancy R. Harrover, whose names are signed to the foregoing Deed dated _____, 2012, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____.

Notary Registration Number: _____

ACCEPTED PER VIRGINIA CODE SECTION 15.2-1803;

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY

BY: _____
Chief of Division of Land Development Services,
Designee Director of Planning, its authorized agent

COMMONWEALTH OF VIRGINIA

County of Prince William, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, Chief of Division of Land Permitting Services, Designee Director of Planning, its authorized agent, Prince William County, whose name is signed to the foregoing Deed dated _____, 20 __, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My commission expires _____.
Notary Registration Number: _____.

FORM APPROVED PER VIRGINIA CODE SECTION 15.2-1803

Date (Assistant) County Attorney

AUTHORITY:

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: _____ (SEAL)
Name: _____
Title: _____

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

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of the Prince William County Service Authority, whose name is signed to the foregoing Deed dated _____, 2012, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this ____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____

Notary Registration Number: _____