

PREPARED BY:
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Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Prince William, Virginia 22192

Plan No.:14-00039 R00
GPIN: 7896-13-6884
Walker Station

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

DEED OF EASEMENT

THIS DEED OF EASEMENT is dated this ____ day of _____, 2014, by BOARD OF COUNTY SUPERVISORS OF FAIRFAX COUNTY, a body corporate and politic, BOARD OF COUNTY SUPERVISORS OF FAUQUIER COUNTY, a body corporate and politic, BOARD OF COUNTY SUPERVISORS OF LOUDOUN COUNTY, a body corporate and politic, BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, a body corporate and politic, MAYOR AND CITY COUNCIL OF THE CITY OF ALEXANDRIA, a Virginia municipal corporation, and their respective successors, successors in title and assigns, collectively, GRANTOR; and BOARD OF SUPERVISORS OF PRINCE WILLIAM COUNTY, a body corporate and politic, GRANTEE ("County").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of real property identified with Prince William County Geographic Parcel Identification Number 7896-13-6884, located in the Coles Magisterial District, being a portion of that land transferred to Grantor by special warranty deed recorded in Deed Book 1119, at page 617 among the land records of Prince William County, Virginia (the "Property"), as said Property is more particularly described and set forth on

a plat prepared by Bohler Engineering, entitled "Plat Showing Temporary Construction & Grading and Storm Easements on the Lands of Birmingham Green Assisted Living", dated September 9, 2013, and last revised on November 18, 2013, attached to this Deed and incorporated herein by reference ("Plat"); and

WHEREAS, Grantee approved a Proffer Amendment filed as PRA #PLN#2012-00331 (the "Proffer Amendment") related to property owned by Walker Station, LC, and the proffers approved with the Proffer Amendment necessitate that Grantor grant certain easements necessary for certain transportation improvements to the public right-of-way known as "Euclid Avenue" as more specifically set forth in proffer 11.1 of the Proffer Amendment (the "Euclid Improvements"), on the Property to be performed by Walker Station, LC.

WHEREAS, it is the desire of Grantor to create various easements as set forth on the Plat to facilitate the Euclid Improvements.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby create, bargain, sell and convey to County with special warranty of title, the following easements as said easements are set forth on the Plat. This conveyance is made with the approval and consent of County, as evidenced by the signatures and stamps set out on the Plat.

a) A storm drainage easement as is set forth on the Plat. This easement shall run with the land and shall allow for construction, operation, maintenance, addition to or alteration of 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. This easement shall grant to the appropriate County authorities the right to enter upon the property which is the subject of this easement 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 this easement.

b) Those temporary grading and construction easements as are set forth more particularly on the Plat. Said easements shall allow County to enter upon the Property which is the subject of the easements for construction, grading, filling, removal of debris, removal or deposit of earth and other activities relative to the construction of roadways on property adjacent to the said easements. Said easements shall be null and void at such time as any such roadways are completed and are accepted by the Virginia Department of Transportation for public maintenance as part of the state system of highways and any security posted with the appropriate authorities to guarantee the completion of the installation of said facilities has been released.

Said easements being SUBJECT to the following conditions:

1. All storm sewers, manholes and appurtenant facilities which are installed in the easements and/or rights-of-way 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 and/or rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and/or rights-of-way including the right of access to

and from the rights-of-way 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 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 to erect any building or structure of a permanent nature on such abutting land.

3. The County 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, reasonably deemed by it to interfere with the proper and efficient construction, operation and maintenance of facilities installed or placed within the easements; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include backfilling of trenches, the replacement of fences and shrubbery, and the reseeded and resodding of lawns and pasture areas, but not the replacement of structures, shrubbery, fences, trees or other obstructions deemed by it to interfere with the proper and efficient construction, operation and maintenance of said facilities.

4. Grantor, its successors and assigns, reserve the right to make any use of the easements herein granted which does not interfere with the flows of natural storm drainage or adversely affect other properties, or which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements for the purposes named; provided, however, that Grantor, its successors and assigns, shall not erect any building or other structure, including fencing, on the easements granted to the County without obtaining the prior written approval of the County.

5. The fee title owner shall be responsible for the maintenance of all drainage, storm water management, and best management practices 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 easements to include vegetation, signs and fences provided that drainage and the County's or the owner's ability to access the easement 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.

(SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES)

WITNESS the following signatures and seals:

AS GRANTOR PURSUANT TO CODE OF VIRGINIA, SECTION 15.2-1800.B:

CITY OF ALEXANDRIA,
a body corporate and politic:

By: _____
Name:
Its:

Commonwealth of Virginia)
City of Alexandria)

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, whose name as _____ of City of Alexandria, a body corporate and politic, is signed to the foregoing writing on the _____ day of _____, 2014, personally appeared before me and acknowledged the same to be his/her act and deed.

GIVEN, under my hand and seal this _____ day of _____, 20142014.

Notary Public

My commission expires: _____

[Signatures continue on the following pages]

AS GRANTOR PURSUANT TO CODE OF VIRGINIA, SECTION 15.2-1800.B:

BOARD OF COUNTY SUPERVISORS OF FAUQUIER
COUNTY

By: _____
Name: _____
Its: _____

Commonwealth of Virginia)
County of Fauquier)

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, whose name as _____ is signed on behalf of Board of County Supervisors of Fauquier County to the foregoing Agreement as _____ dated _____, 2014, 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: _____

Registration No.: _____

[Signatures continue on the following pages]

AS GRANTOR PURSUANT TO CODE OF VIRGINIA, SECTION 15.2-1800.B:

BOARD OF COUNTY SUPERVISORS OF LOUDOUN
COUNTY

By: _____
Name: _____
Its: _____

Commonwealth of Virginia)
County of Loudoun)

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, whose name as _____ is signed on behalf of Board of County Supervisors of Loudoun County to the foregoing Agreement as _____ dated _____, 2014, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this _____ day of _____, 2014.

Notary Public

My commission expires: _____

Registration No.: _____

[Signatures continue on the following pages]

AS GRANTOR PURSUANT TO CODE OF VIRGINIA, SECTION 15.2-1800.B:

BOARD OF COUNTY SUPERVISORS OF FAIRFAX
COUNTY

By: _____
Name: _____
Its: _____

Commonwealth of Virginia)
County of Fairfax)

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify that _____, whose name as _____ is signed on behalf of Board of County Supervisors of Fairfax County to the foregoing Agreement as _____ dated _____, 2014, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this _____ day of _____, 2014.

Notary Public

My commission expires: _____

Registration No.: _____

[Signatures continue on the following pages]

AS GRANTOR PURSUANT TO CODE OF VIRGINIA, SECTION 15.2-1800.B AND AS
GRANTEE ACCEPTED PER CODE OF VIRGINIA, SECTION 15.2-1803

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY

By: _____
Chief, Land Development Division
Department of Development Services

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 Development Services,
Prince William County, whose name is signed to the foregoing Deed dated
_____, 2014, has this date appeared before me, and acknowledged the same.

Given under my hand and seal this _____ day of _____, 2014.

Notary Public

My commission expires: _____

Registration No.: _____

FORM APPROVED PER VIRGINIA CODE SECTION 15.2-1803

Date

Assistant County Attorney