

170 013826

Tax Map Number: 41310100001

This DEED OF EASEMENT is made this 20th day of June, 2017, by and between **FORT MAGRUDER HOSPITALITY, LLC**, a Virginia limited liability company, Grantor and the **JAMES CITY SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia, Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby dedicate, grant, and convey unto Grantee, and Grantee does hereby accept an easement in perpetuity for the installation, operation, maintenance, repair, and/or replacement of the sewer service lines, and related infrastructure (collectively the "Facilities") over, upon, across and under the following described properties (the "Easement Area"), to-wit:

Property designated as "20' JCSA EASEMENT HEREBY CREATED (14.626 S.F.)" as shown on the plat attached hereto and made a part hereof entitled "PLAT SHOWING 20' JCSA UTILITY EASEMENT BEING GRANTED TO THE JAMES CITY COUNTY SERVICE AUTHORITY FROM FORT MAGRUDER HOSPITALITY, L.L.C., ROBERTS DISTRICT, JAMES CITY COUNTY, VIRGINIA", prepared by LandTech Resources, Inc., Engineering & Surveying Consultants, dated December 8, 2016, and composed of two sheets.

Prepared by and return to:
Susan B. Tarley, Esquire, VSB# 28896
4808 Courthouse Street, Ste. 102
Williamsburg, VA 23188

Grantor hereby transfers and conveys to Grantee all its right, title, and interest in and to all Facilities within the Easement Area. Grantee shall be responsible for all maintenance, repairs and/or replacement of the Facilities. Grantee shall repair any damage resulting from the exercise of the rights hereby granted and shall restore the grade of the Easement Area to its grade prior to such work; provided, however, Grantee shall not be required to repair or replace the landscaping, fencing, lighting, walks, structural features, or specially improved surfaces, including, by way of example, not limitation, concrete or brick pavers within any Easement Area, except where such items are damaged by Grantee's gross negligence or willful misconduct. Grantee shall have a right of ingress and egress over the lands of the Grantor in order to access the Easement Area.

Grantee will restore asphalt paving of disturbed areas. Grantee shall exercise reasonable care to protect the Easement Area from damage or injury occasioned by its use of the Easement Area and the rights granted herein. Notwithstanding the foregoing, Grantor may, at any time, require the relocation of Facilities by the Grantee, provided and so long as the expense of such relocation is paid by Grantor. Grantor may use the Easement Area as it has been used, specifically as a parking area and related drive aisles, and for any other reasonable purpose not inconsistent with the rights hereby granted, provided such use does not materially interfere with Grantee's exercise of any of its rights hereunder; however, Grantor shall not place any permanent improvements within the Easement Area, including, but not limited to, buildings, structures, fences, pools, sheds, signs, and landscaping without the written permission of Grantee. This Easement Agreement and the rights and privileges herein conveyed to Grantee are subject to any and all easements, covenants, restrictions, and limitations of record in the chain of title to the Easement Area.

This Easement Agreement and all Facilities within the Easement Area remain subject to the regulations of the James City Service Authority (the "Regulations"). Any conflict between the provisions of this Easement Agreement and the Regulations shall be resolved in favor of the Regulations.

Grantee is the owner of the Facilities within the Easement Area and shall have responsibility for all installation, operation, maintenance, repair, and/or replacement of said Facilities. Grantor shall have no right, title, interest, estate, or claim whatsoever in or to any of the Facilities within the Easement Area.

All the provisions of this Easement Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees, and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in this Easement Agreement or an Easement Area as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto.

This Easement Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia without regard to conflicts of law and may not be amended except by instrument in writing duly executed and recorded by the party bound thereby and the Grantee. The parties agree to do and take further and additional acts and actions and execute, acknowledge, if required, and deliver such further and additional documents, instruments and writings which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Easement Agreement. Every provision of this Easement Agreement is hereby declared to be independent of and separable from every other provision. If any such provision shall be held to be invalid or

unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Easement Agreement. Every provision hereof shall be interpreted, to the extent possible, in such a way to make it valid, binding and enforceable. Nothing contained herein shall be construed to convey a right to the public of access to or use of an Easement Area and Grantor shall retain exclusive rights to such use only subject to the terms herein and the rights of any fee simple owner of an Easement Area.

WITNESS the following signatures and seals:

FORT MAGRUDER HOSPITALITY, LLC

BY:

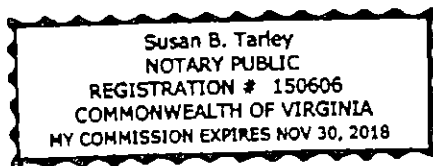
Shoaib Siddiqi
Shoaib Siddiqi, Authorized Member

STATE OF VIRGINIA
COUNTY OF JAMES CITY, to-wit:

The foregoing Easement was acknowledged before me by Shoaib Siddiqi, Authorized Member of Fort Magruder Hospitality, LLC this 20th day of June, 2017.

My commission expires:

Susan B. Tarley
Notary Public



Approved and Accepted by
JAMES CITY SERVICE AUTHORITY

BY: M. E. Paul
General Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF JAMES CITY, to-wit:

The foregoing easement was acknowledged before me by
Sarah Cox, Utility Analyst of James City Service Authority this
10th day of July, 2017.

My commission expires:

Sarah L. Cox
Notary Public

PLAT ATTACHED

SARAH L. COX
NOTARY PUBLIC
REG. # 7709767
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31, 2020

INSTRUMENT 170013826
RECORDED IN THE CLERK'S OFFICE OF
WILLIAMSBURG/JAMES CITY COUNTY ON
July 11, 2017 AT 09:29 AM
MONA A. FOLEY, CLERK
RECORDED BY: EEO

5 of 7

PLAT SHOWING 20' JCSA UTILITY EASEMENT
BEING GRANTED TO
THE JAMES CITY COUNTY SERVICE AUTHORITY
FROM

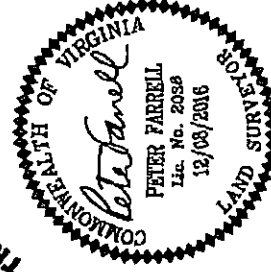
FORT MAGRUDER HOSPITALITY, L.L.C.
ROBERTS DISTRICT, JAMES CITY COUNTY, VIRGINIA

DATE: 12/08/2016 SCALE: 1"=100' JOB NO: 16-465

LandTech Resources, Inc.
Engineering & Surveying Consultants
3925 Midlands Road, Williamsburg, Virginia 23188
Telephone: 757-565-1677 Fax: 757-565-0782
Web: landtechresources.com

SHEET 1 OF 2

JCC Subdivision Agent *EC*
Approval Not Required



CENTERLINE OF EASEMENT		
LINE	BEARING	DISTANCE
L1	N 37°36'38" W	17.61'
L2	N 11°52'54" E	288.29'

THE VILLAGE AT QUARTERPATH TOWNHOUSES

CITY OF WILLIAMSBURG
JAMES CITY COUNTY

PROPERTY OF
FORT MAGRUDER HOSPITALITY, L.L.C.
INST. #140011516
PARCEL ID: 4130100001
(IMPROVEMENTS NOT SHOWN)

EXISTING 10' CITY
OF NEWPORT NEWS
WATERLINE EASEMENT
D.B. 272, PG. 421

EXISTING 16' CITY
OF NEWPORT NEWS
WATERLINE EASEMENT
D.B. 158, PG. 456

N/F
VILLAGE AT WILLIAMSBURG
ASSOCIATES
D.B. 226, PG. 223
PARCEL ID: 41300002

EXISTING 10' JCSA
EASEMENT
D.B. 142, PG. 553

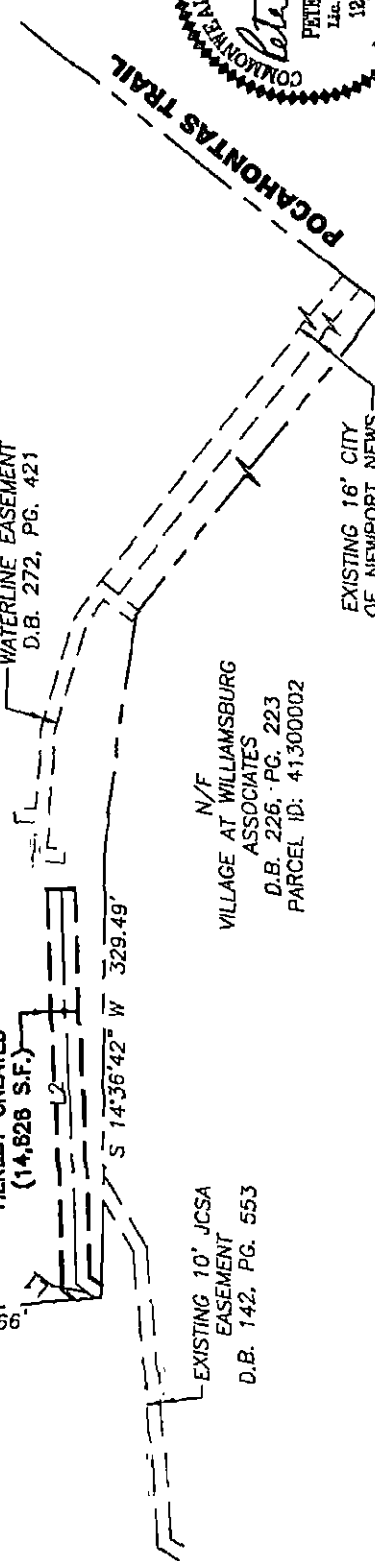
20' JCSA EASEMENT
HEREBY CREATED
(14,828 S.F.)

N/F
VILLAGE AT
WILLIAMSBURG
ASSOCIATES
D.B. 226, PG. 223
PARCEL ID:
41300002

RECORD
MERIDIAN
P.B. 58, PG. 68-A

N 81°02'54" W 299.08'
503.66'

S 14°36'42" W 329.49'



6007

OWNERS CERTIFICATE

THE PROPOSED EASEMENT AS SHOWN ON THIS PLAT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OR TRUSTEES.

FORT MAGRUDER HOSPITALITY, L.L.C.

SIGNATURE Shirley Gubler DATE 6/20/17

PRINTED NAME SHIRLEY SIDDIQI TITLE PRESIDENT

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA

CITY/COUNTY OF James City, Susan B. Tarley A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID. GIVEN UNDER MY HAND THIS 20th DAY OF June, 2017. MY COMMISSION EXPIRES

Susan B. Tarley
NOTARY PUBLIC
Susan B. Tarley DATE 6/20/17
NOTARY PUBLIC
REGISTRATION # 150606
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOV 30, 2018

CERTIFICATE OF SOURCE OF TITLE

TITLE TO THE PROPERTY SHOWN HEREON STANDS IN THE NAME OF FORT MAGRUDER HOSPITALITY, L.L.C. BY DEED DATED JULY 17, 2014 DULY RECORDED AT THE CLERK'S OFFICE OF JAMES CITY COUNTY AS INSTRUMENT #140011516.

ENGINEERS OR SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE OR BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF EASEMENTS WITHIN THE COUNTY.

Peter Farrell
PETER FARRELL, L.S. #2036
DATE 12/08/2016

NOTES:

- 1) EASEMENTS DENOTED AS JCSA UTILITY EASEMENTS ARE FOR THE EXCLUSIVE USE OF THE JAMES CITY SERVICE AUTHORITY AND THE PROPERTY OWNER. OTHER UTILITY SERVICE PROVIDERS DESIRING TO USE THESE EASEMENTS, WITH THE EXCEPTION OF PERPENDICULAR UTILITY CROSSINGS, MUST OBTAIN THE AUTHORIZATION FOR ACCESS AND USE FROM JCSA AND THE PROPERTY OWNER. ADDITIONALLY, JCSA SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO IMPROVEMENTS WITHIN THIS EASEMENT, FROM ANY CAUSE.
- 2) THIS PLAT WAS PRODUCED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 3) OTHER IMPROVEMENTS MAY EXIST WITHIN PROPERTY BUT ARE NOT SHOWN FOR CLARITY.
- 4) THIS PLAT HAS BEEN PREPARED TO CONVEY A 20' UTILITY EASEMENT TO THE JAMES CITY COUNTY SERVICE AUTHORITY AND DOES NOT REPRESENT A LAND BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.
- 5) THE PROPOSED EASEMENT LOCATION SHOWN HEREON IS BASED ON A FIELD LOCATION OF EXISTING SANITARY SEWER MANHOLES.

JCC Subdivision Agent Etc
Approval Not Required

PLAT SHOWING 20' JCSA UTILITY EASEMENT
BEING GRANTED TO
THE JAMES CITY COUNTY SERVICE AUTHORITY
FROM

FORT MAGRUDER HOSPITALITY, L.L.C.
ROBERTS DISTRICT, JAMES CITY COUNTY, VIRGINIA

DATE: 12/08/2016 JOB NO: 16-465

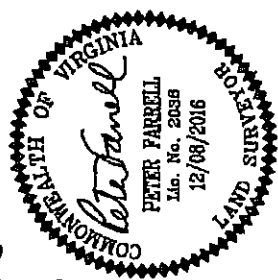
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2017