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PLAT IS RECORDED AS

INSTR. #2000 12280011225

Prepared on behalf of Dawson Landing, L.C. by
Walsh, Colucci, Stackhouse, Emrich, & Lubeley, P.C.
13663 Office Place, Suite 201
Woodbridge, Va. 22192

Dawson Landing
Section 6
PWC Plan #00-00154

Prepared Without Benefit of Title Examination

DEED OF SUBDIVISION, DEDICATION, VACATION, AND EASEMENT

THIS DEED OF SUBDIVISION, DEDICATION, VACATION, AND EASEMENT ("Deed") is dated this 10th day of August 2000 by **Dawson Landing, L.C.**, a Virginia limited liability company, GRANTOR, party of the first part (hereinafter referred to as "Grantor"); **The Board of County Supervisors of Prince William County**, a body corporate and politic, GRANTEE, party of the second part (hereinafter referred to as "County"); and **The Prince William County Service Authority**, GRANTEE, party of the third part (hereinafter referred to as "Authority").

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land identified with Prince William County Geographic Parcel Identification Number 8390-69-8318 (formerly a portion of Tax Map Parcel Number 020-01-000-0011) being a portion of that land transferred to Grantor by Special Warranty deed recorded in Deed Book 2143, page 1551 among the land records of Prince William County, Virginia, which property is located in the Woodbridge Magisterial District, Prince William County, Virginia (hereinafter "Property"), as said Property is more particularly described and set forth on a plat prepared by The Engineering Groupe, Inc., entitled "Plat Showing Subdivision, Street Dedication, and Various Easements, Section Six, Dawson Landing" dated May 10, 2000, attached to this Deed and incorporated herein by reference (hereinafter "Plat"); and

WHEREAS, it is the desire of Grantor to subdivide the Property creating Lots 1 through 112, inclusive, and Parcels A through D, inclusive, Section 6, Dawson Landing, as is set forth more particularly on the Plat; and

WHEREAS, it is the desire of Grantor to dedicate to public use for street purposes that portion of the Property shown and set forth on the Plat as being so dedicated; and

WHEREAS, it is the desire of Grantor to create various easements as set forth on the Plat to facilitate the development of the Property; and

WHEREAS, Grantor desires to vacate various easements as set forth on the Plat; and

WHEREAS, Grantor desires to grant, bargain, sell and convey unto the Authority a perpetual easement for construction, operation, and maintenance of sanitary sewer lines and a perpetual easement for the construction, operation and maintenance of water lines over and across said Property as said easements are more particularly shown on the Plat.

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 subdivide and create Lots 1 through 112, inclusive, and Parcels A through D, inclusive, Section 6, Dawson Landing, as said lots and/or parcels are set forth on the Plat. This subdivision is made with the consent and approval of the appropriate authorities of Prince William County as evidenced by the signatures and stamps set forth on the Plat. The platting and dedication of the aforementioned lots is with the free consent and in accordance with the desire of the undersigned owners as evidenced by the signatures set forth below.

THIS DEED FURTHER WITNESSETH: That Grantor does hereby grant, bargain, and convey to the County in fee simple with special warranty and dedicate for public street purposes, that

portion of the Property set forth on the Plat as being so dedicated, containing 11.6978 acres (509,558 square feet). Said dedication is made with the consent and approval of the appropriate authorities of Prince William County as evidenced by the signatures and stamps set forth on the Plat. The dedication of this public right of way is with the free consent and in accordance with the desire of the undersigned owners as evidenced by the signatures set forth below.

THIS DEED FURTHER WITNESSETH: That Grantor does hereby create, bargain, sell and convey to the 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 Prince William County, as evidenced by the signatures and stamps set out on the Plat.

a. Various Storm Drainage and Stormwater Management Easements as are set forth on the Plat. These easements 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 of Grantor. 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. A Temporary Grading and Construction Easement as is set forth more particularly on the Plat. Said easement shall allow the County to enter upon the Property which is the subject of the easement 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 easement. Said

easement 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. Any property contained within the easement shall be maintained by the fee simple owner thereof.

c. Various Sight Distance Easements as are set forth more particularly on the Plat. The sight distance easements shall run with the land and shall prohibit Grantor or any subsequent owner of the property which is the subject of said easement from maintaining or allowing to exist on the property which is the subject of the easement or to hang over the property which is the subject of the easement, any tree, shrub or any form of plant life (with the exception of regularly mowed grass), monument, statue, ornament, sign, parked vehicle or any object which could obstruct the view of any vehicle proceeding on any adjacent right-of-way as said rights of way are delineated on the Plat. This easement shall allow but shall not require the appropriate authorities of Prince William County to enter upon and inspect the property for conformity herewith and to prune or remove any plant life or remove any object which is located upon or which hangs over the property which is the subject of the easement. Any property contained within the easement shall be maintained by the fee simple owner thereof.

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 County, its successors and assigns.

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 reseeding 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 storm water management and best management practices facilities (SWM/BMP) 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 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.

THIS DEED FURTHER WITNESSETH: That Grantor does hereby create various ingress/egress easements and access easements as set forth on the Plat for the benefit of the owners, their heirs, assigns and successors in interest, of the property served by said easements and their guests and invitees. Within said easements the County shall have the right of access for County and other emergency vehicles. Said ingress/egress easements and access easements shall not constitute public roads or rights of way. Said easements shall be permanent, shall run with the land and shall constitute an appurtenance to each of the lots served by such easements. The maintenance of any property located within the said easements shall be the responsibility of the fee simple title holders of the property served by such easements, in the event more than one lot is served by any such easement, the maintenance of any property located within the said easements shall be divided equally among such fee simple title holders.

THIS DEED FURTHER WITNESSETH: That the Grantor hereby creates all of those buffers as are shown on the Plat. Said buffers shall be landscaped and may only be used for structures, uses and facilities in accordance with the requirements of the Prince William County

Zoning Ordinance. All such landscaping shall be maintained at the sole cost of the fee simple owner of said buffer areas.

THIS DEED FURTHER WITNESSETH: That the Grantor reserves unto itself all of those Conservation Areas as are shown on the Plat. Said conservation areas shall be preserved to meet BMP requirements and shall not be disturbed without the approval of the Prince William County Department of Public Works in accordance with the requirements of the Prince William County Design and Construction Standards Manual.

THIS DEED FURTHER WITNESSETH: That the Grantor hereby vacates those easements or portions of easements shown on the attached Plat as being "Hereby Vacated" and being portions of Temporary Turnaround, and Waterline easements previously dedicated by a deed recorded in Deed Book 2715 at page 1168. The consent and approval of the County and the Authority to such vacations is shown by the signatures and seals affixed to the attached Plat.

THIS DEED FURTHER WITNESSETH: That the Grantor reserves unto itself, for conveyance to the homeowners association for the Property, all of those retaining wall easements as are set forth more particularly on the Plat. The Grantor reserves, for itself and the said homeowners association, the right to go on, over and upon the said easements for the purpose of installing, maintaining and repairing and replacing retaining walls, as needed. The owner of fee simple title of the property upon which such easements are located shall assume the total maintenance responsibility for the retaining wall easements; however, at such time as lots across which the retaining wall easements are located are annexed into to the homeowners association, said association shall assume all maintenance responsibility for the retaining walls within said easements.

THIS DEED FURTHER WITNESSETH: That the Grantor hereby reserves unto itself all those trail easements as are shown on the Plat as “hereby granted.” These easements shall be for purposes of pedestrian access only, and shall not constitute a public road or right of way. The fee simple title holder of any land contained within any such easement shall be responsible for the maintenance thereof. These easements shall be binding on all successors and assigns with respect to any portion of the property contained within any such easement, and shall not be vacated without the written consent of the County.

This Deed of Subdivision, Dedication, Vacation, and Easement is in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Prince William County, Virginia, as shown by the signatures affixed to this Deed and the Plat attached hereto, and is with the free consent and in accordance with the desire of the party of the first part, sole owner and proprietor of the land embraced within the bounds of said Property.

THIS DEED FURTHER 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 convey unto the Authority with special warranty of title, all those perpetual sanitary sewer easements and perpetual water line easements over, through and across said Property for purposes of installing, repairing and replacing sanitary sewer and water lines, as said easements are shown on the Plat. The permanent easements herein conveyed shall be appurtenant to and run with the Property, and Grantor grants to the Authority the perpetual right to install and maintain sanitary sewer lines and water lines, including the right to go on, over and upon the said permanent easements for the purpose of installing, maintaining, repairing, and replacing the same as needed. In addition to the foregoing grant, Grantor grants unto Authority during periods of

construction and maintenance of said lines the right of using a ten-foot (10') strip of land abutting said easements on each side for the purpose of placing thereon dirt, rock, and other material excavated from lands located within said easements, and for the purpose of bringing upon the said easements during periods of construction such machinery, pipe and equipment as may be necessary therefor.

Grantor shall retain the right to use the property which is subject to the easements conveyed herein in any manner which shall not interfere with the use and enjoyment of said rights by Authority. Grantor shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the sanitary sewer main or the water main, except that no building, embankment, fence or other structure shall be erected over said permanent easements unless by mutual consent in writing of the parties hereto or their successors. Grantor shall have the right to use, occupy and improve the land occupied by said permanent easements for roads, driveways, or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing and operating its sewer lines and water lines, the Authority shall have the right of ingress and egress to and from its easements over such private roads as may now or hereafter exist on the Property. Any damages resulting to such private roads from such use shall be repaired by the Authority at its expense. The right, however, is reserved to the Grantor, to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the easements, the Authority shall have such right of ingress and egress over the property of the Grantor adjacent to the easements and lying between public roads and the easements, which is to be exercised in such a manner as shall occasion the least



practicable damage and inconvenience to Grantor. The Authority shall be liable for all damages resulting from its exercise of the right of ingress and egress.

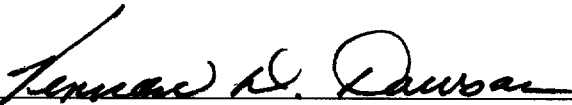
Whenever the enjoyment of its rights hereunder requires Authority to disturb the surface of the ground, it shall be the obligation of Authority to restore the same to its condition prior to being so disturbed at Authority's expense.

The cash consideration hereinabove mentioned is paid by the Authority and accepted by Grantor as full and total payment for the easements, shrubbery, or other obstructions within the easements, for all trees outside the easements trimmed or felled during the initial construction of Authority's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of the Property.

(SIGNATURES ON FOLLOWING PAGES)

WITNESS the following signatures and seals:

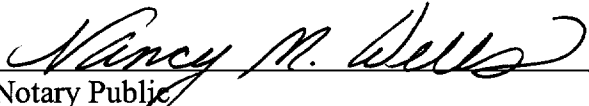
GRANTOR: DAWSON LANDING, L.C.


BY: Vernon D. Dawson
TITLE: Manager

STATE OF VIRGINIA
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Vernon D. Dawson as Manager and authorized agent of Dawson Landing, L.C. this 10TH day of August 2000.

My commission expires: 9-30-02.


Notary Public

(SIGNATURES AND NOTARIES CONTINUE ON FOLLOWING PAGES)



ACCEPTED PER CODE OF VIRGINIA, SECTION 15.2-1803
VACATION CONSENTED TO PER CODE OF VIRGINIA, SECTION 15.2-2270 and/or
SECTION 15.2-2271

BOARD OF COUNTY SUPERVISORS OF PRINCE
WILLIAM COUNTY, VIRGINIA

BY: Talmadge C. Kitchens
ASST. Chief of Division of Land Permitting Services, Designee,
Director of Planning, its authorized agent

STATE OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

I, ROSITA BYRD, a Notary Public of and for the jurisdiction
aforesaid, do hereby certify that TALMADGE C. KITCHENS JR ASST. Chief of Division of
Land Permitting Services, whose name is signed to the foregoing and hereto attached Deed dated
AUGUST 10, 2000, has this date acknowledged the same before me in my
jurisdiction aforesaid.

Given under my hand and seal this 11 day of OCTOBER, 2000.

My commission expires: 1/31/03.

[Signature]
Notary Public

FORM APPROVED PER VIRGINIA CODE SECTION 15.1-286.

10/06/00
DATE

[Signature]
ASSISTANT COUNTY ATTORNEY

(SIGNATURE AND NOTARY ON FOLLOWING PAGE)



PRINCE WILLIAM COUNTY SERVICE AUTHORITY

BY: *[Signature]*
TITLE: General Manager

STATE OF VIRGINIA
COUNTY/CITY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by JOHN W. SLOPER (name) as GENERAL MANAGER (title) of The Prince William County Service Authority, this 22 day of AUGUST, 2000.

My commission expires: 3/31/01.

Dorothy M. Kuyawa
Notary Public