

The form of this instrument was prepared by:
Odin, Feldman & Pittleman, PC
9302 Lee Highway, Suite 1100
Fairfax, Virginia 22031

Map#: 7-2-C

DEED OF EASEMENT AND PARTIAL VACATION

THIS DEED OF EASEMENT AND PARTIAL VACATION (this “Deed of Easement”) is made effective as of the _____ day of _____, 2011, by and between the CITY OF MANASSAS PARK, VIRGINIA, a body corporate and politic, hereinafter referred to as the “Owner” (index as Grantor); and UPPER OCCOQUAN SERVICE AUTHORITY, also known as UPPER OCCOQUAN SEWAGE AUTHORITY, a body corporate and politic, duly created pursuant to the Virginia Water and Sewer Authority Act, hereinafter referred to as the “Authority” (index as Grantee).

W I T N E S S E T H:

WHEREAS, the Authority, the Owner, the City of Manassas and the Counties of Prince William and Fairfax have entered into that certain Service Agreement dated May 15, 1972, as the same has been restated and amended from time to time, to provide for the collection and treatment of sewage (the “UOSA Agreement”); and

WHEREAS, pursuant to the terms and provisions of that certain Deed dated June 24, 1960, and recorded in Deed Book 258 at Page 158 among the land records of Prince William County, Virginia, the said Owner did thereby acquire fee title to that certain lot, parcel and/or tract of land more particularly described therein as Parcel C, MANASSAS PARK, SECTION 3, located and situate in City of Manassas, Virginia (the “Property”), a portion of which Property is more particularly shown and depicted on that certain plat dated May 28, 2010, and revised through January 13, 2011, entitled “PLAT SHOWING THE GRANTING OF VARIOUS U.O.S.A. EASEMENTS AND THE VACATION OF A PORTION OF AN EXISTING U.O.S.A. SANITARY SEWER EASEMENT ON PARCEL “C” SECTION THREE MANASSAS PARK OF THE LAND OF CITY OF MANASSAS PARK”, prepared by Rinker Design Associates, P.C. of Manassas, Virginia, and attached hereto and made a part hereof by this reference (the “Plat”); and

WHEREAS, pursuant to the terms and provisions contained in that certain Agreement dated April 16, 1974, and recorded in Deed Book 737 at Page 94 among the land records of Prince William County, Virginia, the Authority was granted a sanitary sewer easement (the “Existing Easement”) on a portion of the Property as more particularly shown and depicted on the plat attached thereto and on the Plat; and

WHEREAS, it is the desire of the Owner, as evidenced by its endorsement hereto, being the only party possessing any right, title and interest in the Property, to grant and convey to the Authority sanitary sewer easements and temporary construction easements on the Property as the same are shown, labeled, depicted, and designated on the Plat, for the construction by the Authority of its Liberia Branch Interceptor Upgrade Project (the “Project”), which Project will also utilize the existing sanitary sewer easement granted and located on the Property and/or sanitary sewer easement(s) which are either existing, located and granted, or to be granted, on other properties adjacent to the Property available for the Project; and

WHEREAS, it is the desire and intent of the Authority, as evidenced by its endorsement hereto, the Authority being the only party possessing any beneficial right, title and interest in and to the Existing Easement, to vacate, release, and extinguish the right, title and interest that the Authority does own and possess in and to a portion of the Existing Easement located on and within the bounds of the Property as shown, labeled, depicted, and designated on the Plat, and in so doing, to thereby quitclaim the underlying fee to that portion of the Property previously encumbered by the Existing Easement being partially vacated hereby to the Owner unencumbered by the Existing Easement. The foregoing partial vacation of the Existing Easement shall be deemed effective and accomplished at the conclusion of the construction of the Project by the Authority on the Property.

NOW, THEREFORE, THIS DEED OF EASEMENT WITNESSETH, that the foregoing recitals are hereby incorporated into this Deed of Easement by reference as if set forth herein in their entirety.

THIS DEED OF EASEMENT FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey

to the Authority, its successors and assigns, for a period commencing on the date of this Deed of Easement and expiring on the date of expiration of the UOSA Agreement or the date of expiration of any subsequent service agreement between the Owner and the Authority to provide for the collection and treatment of sewage, certain **Sanitary Sewer Easements** on and upon the Property for the purpose of installing, constructing, operating, maintaining, adding to, or altering and replacing present or future sanitary sewer forcemain lines, including necessary inlet structures, manholes, and other appurtenant facilities, for the collection of sanitary sewage and its transmission through and across the Property, being part of the construction by the Authority of its Liberia Branch Interceptor Upgrade Project (the "Project"), the said Sanitary Sewer Easements being more particularly bounded, and described and depicted on the Plat as "U.O.S.A. SANITARY SEWER ESMT. NO. 1 (HEREBY GRANTED)" and "U.O.S.A. SANITARY SEWER ESMT. NO. 2 (HEREBY GRANTED)", together having a total area of 3,412 square feet, and subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents or assigns shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way.
3. The Authority 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 construction, operation and maintenance of said sewer forcemain lines; provided, however, that the Authority at its own expense shall restore, as nearly as possible, the premises to their original condition. Such restoration obligations shall include the patching of punctured asphalt and concrete surfaces, the backfilling of opened trenches, the re-spreading of existing topsoil, the replacement of shrubbery, and the stabilization and

reseeding of lawns or pasture areas, and shall not include the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement without the prior written approval of the Authority.
5. The Owner covenants it is seized of and has the right to convey the said easements, rights, and privileges; that the Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements, rights, and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED OF EASEMENT FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey to the Authority, its successors and assigns, agents and contractors, upon portions of the Property certain **Temporary Construction Easements** for the purpose of the transportation of construction equipment and materials through and across the Property of the Owner, for the purpose of performing construction work and activities on, through and across the Property of the Owner in the installation of forcemains, including necessary inlet structures, manholes, and other appurtenant facilities within the Sanitary Sewer Easements granted herein and any existing sanitary sewer easement previously granted and located upon the Property and/or within existing sanitary sewer easement(s) located upon other properties adjacent to the Property, for the ongoing permanent conveyance of sewage through and across the Property of the Owner and adjacent properties, being part of the construction by the Authority of the Project, the said Temporary Construction Easements being more particularly bounded, described and depicted on the Plat as “U.O.S.A. TEMPORARY CONSTRUCTION ESMT. NO. 1 (HEREBY GRANTED) (SEE NOTE 3)”, “U.O.S.A. TEMPORARY CONSTRUCTION ESMT. NO. 2 (HEREBY GRANTED) (SEE NOTE 3)”, “U.O.S.A. TEMPORARY CONSTRUCTION ESMT. NO. 3 (HEREBY GRANTED) (SEE NOTE 3)”, “U.O.S.A.

TEMPORARY CONSTRUCTION ESMT. NO. 4 (HEREBY GRANTED) (SEE NOTE 3)", and "U.O.S.A. TEMPORARY CONSTRUCTION ESMT. NO. 5 (HEREBY GRANTED) (SEE NOTE 3)", together having a total area of 29,521 square feet, and subject to the following terms and conditions:

1. The Authority, its successors and assigns, and its contractors and agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the easements and rights-of-way, including the right of access to and from the rights-of-way.
2. Prior to entering the Property and beginning construction activities and work, the Authority will notify the Owner of the date construction activities and work are scheduled to begin, and will also provide the Owner with a general schedule and estimated timetable for the length of time the construction activities and work will be ongoing to completion.
3. The Authority and its agents shall have the right to trim, cut, disrupt and remove trees, shrubbery, fences, structures, sidewalks, paths and trails, and other facilities in or abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction and installation activities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easements which are disturbed in any manner. Such restoration obligations of the Authority shall include the patching of punctured asphalt and concrete surfaces, the backfilling of opened trenches, the re-spreading of existing topsoil, the replacement of shrubbery, and the stabilization and reseeded of lawns or pasture areas, and shall not include the replacement of structures, trees, or other obstructions.
4. The Owner reserves the right to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Authority for the purposes named. The Owner shall not erect any building or other structure or

improvements on or within the easements without obtaining the prior written approval of the Authority for the duration of the easements.

5. The temporary construction easements shall automatically terminate and be null and void at such time as the construction of the Project contemplated to be done by the Authority is completed and approved by the City of Manassas Park, Virginia.
6. The Owner covenants it is seized of and has the right to convey the said easements, rights, and privileges; that the Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements, rights, and privileges, and that the Owner shall execute such further assurances thereof as may be required.

With regard to all of the easements herein granted by the Owner to the Authority,

A. The Authority, its successors and assigns, shall have the right to enter upon the easement areas on the Property to remove any structures or improvements installed within the easement areas which serve to impede and interfere with the purposes of the easements hereby granted, but only after first having notified the Owner in writing that the improvements constructed within the affected easement area impede and interfere with the purposes of the easement at issue hereby granted, and thereafter providing the Owner ten (10) calendar days from the date of such written notification to either meet with the Authority to resolve the issue to the mutual satisfaction of the Owner and the Authority, or in the alternative, for the Owner to remove the improvements from the subject easement area which are alleged by the Authority to be impediments. In the event that the Owner does not comply with the demand of the Authority, and blocks the entry of the Authority into the affected easement area, then the Authority shall be permitted to seek legal and equitable relief in a court of law to enforce the easement as provided in paragraph B below. In the event the Authority does enter into an easement area to remove impediments, the Owner shall be responsible and liable for the reasonable cost and expense incurred by the Authority in entering the subject easement area and removing the impediment.

B. If either the Owner or the Authority shall default in its respective obligations hereunder, or shall fail to perform as provided herein, then the party alleging

the default, breach, or failure, shall be entitled to pursue against the defaulting or breaching party all available rights and remedies at law or in equity under the laws of the Commonwealth of Virginia to enforce this Deed of Easement. The Owner and the Authority hereby waive trial by jury in any action, proceeding, or counterclaim, with respect to any matter arising or in connection with this Deed of Easement. If any legal action, arbitration, or other proceeding is commenced to enforce or interpret any provision of this Deed of Easement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially all of the relief desired and sought, whether by dismissal, summary judgment, judgment, or otherwise.

C. The Owner agrees that the agreements and covenants stated herein above are not covenants personal to the Owner but are covenants running with the land, which are and shall be binding upon the Owner, its successors and assigns in interest and title, as owner of the Property.

At such time as any portion of the land within the easements herein granted is dedicated and accepted as public right-of-way, or is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the locality, Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, automatically effective at the conclusion of the construction by the Authority of the Project on the Property, the Authority does hereby **vacate**, release, and extinguish all of its previously granted right, title, and interest, rights of easement, and rights of way, under, in and to specific portions of the Existing Easement containing a total of 1,812 square feet located on and within the bounds of the Property, exactly as shown, labeled, depicted, and designated on the attached Plat as "APPROX. LOCATION EX. 20' U.O.S.A. SANITARY SEWER ESMT. (D.B. 737, PG. 94) (SEE NOTE 4)", it

being the intended result of such partial vacation that the underlying fee to the Property previously encumbered by the Existing Easement in the areas of vacation be hereby returned and quitclaimed by the Authority to the Owner unencumbered by the Existing Easement.

Any remainder of the area of the Existing Easement not vacated hereby shall remain encumbered by and subject to the terms and conditions of the Existing Easement, and the Authority shall retain all of its previously granted rights of easement, and rights-of-way, under, in and to the remaining portions of the certain sanitary sewer easement granted to the Authority by said Existing Easement.

This Deed of Easement is made in accordance with the statutes made and provided in such cases; and is with the free consent and in accordance with the desire of the Owner, the sole owner and proprietor of the Property, and the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easement to be signed as evidenced by the following signatures and seals.

[Signatures of the Owner and the Authority Follow on Succeeding Pages]

[Remainder of Page Intentionally Left Blank]

OWNER:

CITY OF MANASSAS PARK, VIRGINIA

By: _____(SEAL)
Francis C. Jones, Jr., Mayor

COMMONWEALTH OF VIRGINIA)

) ss.

CITY OF MANASSAS PARK)

I HEREBY CERTIFY that on _____, 2011, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Francis C. Jones, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she executed the same for the purposes therein contained in his official and authorized capacity as the Mayor of the CITY OF MANASSAS PARK, VIRGINIA (the "City"), and that he, as such officer and being appointed and authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

My Registration Number is: _____

APPROVED AS TO FORM

Dean H. Crowhurst, City Attorney

OWNER'S CONSENT AND DEDICATION

THE PLATTING OR DEDICATION OF THE LAND SHOWN HEREON, AND AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND TRUSTEE(S), IF ANY. THE UNDERSIGNED HEREBY EXPRESSLY CONSENT(S) TO THE DEDICATION TO THE UPPER OCCOQUAN SEWAGE AUTHORITY ANY EASEMENT INDICATED ON SUCH PLAT FOR SANITARY SEWER AND TEMPORARY CONSTRUCTION AND FURTHER CONSENT(S) TO THE VACATION OF THAT PORTION OF THE EXISTING UPPER OCCOQUAN SEWAGE AUTHORITY SANITARY SEWER EASEMENT AS SHOWN HEREON.

OWNER'S NAME _____ DATE _____

PRINT NAME _____ TITLE _____

NOTARY CERTIFICATE

COMMONWEALTH/STATE OF _____, CITY/COUNTY OF _____ DAY OF _____ TO WIT: SUBSCRIBED AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

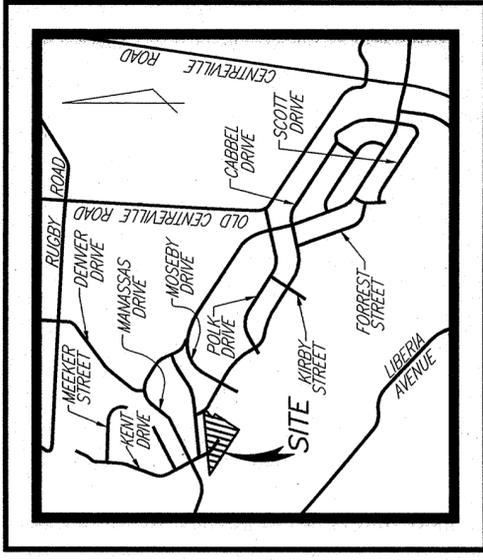
NOTARY REGISTRATION NUMBER _____

MATCH LINE

AREA TABULATION

U.O.S.A. SANITARY SEWER EASEMENT NO. 1	530 SQ. FT.
U.O.S.A. SANITARY SEWER EASEMENT NO. 2	1,159 SQ. FT.
U.O.S.A. SANITARY SEWER EASEMENT NO. 3	1,723 SQ. FT.
TOTAL U.O.S.A. SANITARY SEWER EASEMENT	3,412 SQ. FT.
U.O.S.A. SANITARY SEWER EASEMENT (VACATED)	1,812 SQ. FT.
U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT NO. 1	11,021 SQ. FT.
U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT NO. 2	10,366 SQ. FT.
U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT NO. 3	4,510 SQ. FT.
U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT NO. 4	3,356 SQ. FT.
U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT NO. 5	268 SQ. FT.
TOTAL U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT	29,521 SQ. FT.

VICINITY MAP
SCALE: 1"=2,000'



MATCH LINE

NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED ON CITY OF MANASSAS PARK TAX ASSESSMENT MAP NO. 7--(12), PARCEL C.
2. NO TITLE REPORT FURNISHED. THIS PLAT IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
3. U.O.S.A. TEMPORARY CONSTRUCTION EASEMENT IS TO BE NULL AND VOID AT SUCH TIME AS CONSTRUCTION OF THE IMPROVEMENTS IS COMPLETE.
4.  DENOTES THAT PORTION OF THE EXISTING 20' U.O.S.A. SANITARY SEWER EASEMENT AS RECORDED IN DEED BOOK 737 AT PAGE 94 TO BE DEEMED AUTOMATICALLY VACATED UPON COMPLETION OF CONSTRUCTION.

SURVEYOR'S CERTIFICATE

I, STEPHEN M. SEAY, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF CITY OF MANASSAS PARK AS RECORDED IN DEED BOOK 258 AT PAGE 158 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.
SECTION THREE MANASSAS PARK IS RECORDED IN DEED BOOK 190 AT PAGE 414.
I FURTHER CERTIFY THAT THE BOUNDARY OF THE PROPERTY SHOWN HEREON IS BASED UPON DEEDS AND PLATS OF RECORD AND FIELD-TIED MONUMENTATION, CLOSES MATHEMATICALLY WITH A PRECISION RATIO GREATER THAN OR EQUAL TO 1:10,000 AND IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 PER A FIELD SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF JANUARY, 2011.


STEPHEN M. SEAY
LAND SURVEYOR

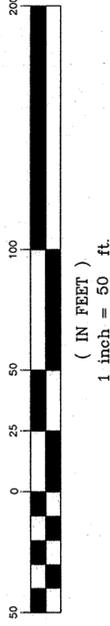


PLAT SHOWING
**THE GRANTING OF
VARIOUS U.O.S.A. EASEMENTS
AND
ON
THE VACATION OF A PORTION OF AN EXISTING
U.O.S.A. SANITARY SEWER EASEMENT**

**PARCEL "C"
SECTION THREE
MANASSAS PARK**

OF THE LAND OF
CITY OF MANASSAS PARK
CITY OF MANASSAS PARK, VIRGINIA
SCALE: 1"=50' MAY 28, 2010
REVISED: SEPTEMBER 13, 2010
SHEET 1 OF 2

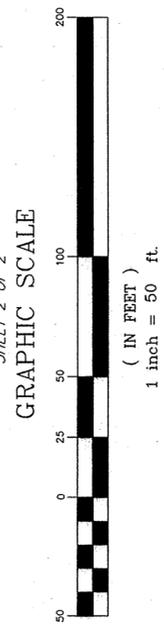
GRAPHIC SCALE



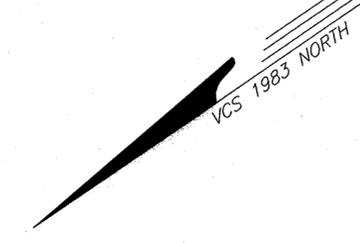
MATCH LINE



PLAT SHOWING
 THE GRANTING OF
 VARIOUS U.O.S.A. EASEMENTS
 AND
 THE VACATION OF A PORTION OF AN EXISTING
 U.O.S.A. SANITARY SEWER EASEMENT
 ON
 PARCEL "C"
 SECTION THREE
 MANASSAS PARK
 OF THE LAND OF
 CITY OF MANASSAS PARK
 CITY OF MANASSAS PARK, VIRGINIA
 SCALE: 1"=50' MAY 28, 2010
 REVISED: SEPTEMBER 13, 2010
 REVISED: JANUARY 13, 2011
 SHEET 2 OF 2



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	390.00'	59.18'	29.64'	59.12'	S37°29'27"E	84°1'38"



MATCH LINE

