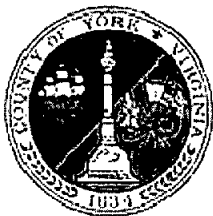




000000196

COUNTY OF YORK



Prepared by:  
Jeffrey A. Brown  
110 Prince Arthur Way  
Yorktown VA 23693  
GPIN: V02A-0513-3020  
V02A-0502-2813

DEED OF EASEMENT

THIS DEED OF EASEMENT made and entered into this 27 day of April, 2009, by and between Christopher G. Hedge and Pandy R. Hedge, husband and wife, and Frederick R. Kienle, President, Sherwood Forest HOA, Grantors, hereinafter referred to as "Landowners" and the County of York, Virginia, hereinafter referred to as "County":

WITNESSETH :

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty to the County and its successors and assigns forever the following property:

Exclusive permanent sewage drainage utility easements (the singular term "easement" when used hereinafter to include the plural if applicable) for the installation, maintenance, operation, and repair of sewer drainage utility lines, pipes, and facilities connected therewith, which easements are beneath, upon, and over strips of land, in varying widths, which are shown and designated as a Permanent Utility Easement entitled "Plat Of Easement"; Easement to Benefit Parcel 38A1-02-00-000J, Property of Jeffrey A. Brown & Deborah D. Brown From Sherwood Forest Homeowners Association and Christopher G. Hedge & Pandy R. Hedge, COUNTY OF YORK, VIRGINIA," dated 15 April 2009, and made by Walters Land Surveying LTD, and to be recorded simultaneously herewith in the Clerk's Office of the Circuit Court of York County, Virginia, to which plat reference is hereby made for a more particular description of the easements hereby conveyed.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for the County shall be and remain the property of the County and no charge shall at any time be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.

2009 MAY 12 AM 8:23

2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter and install such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.


8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

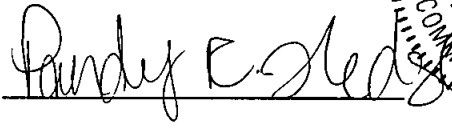
9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.


10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of York County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. That this instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signatures and seals:

  
 Christopher G. Hedge

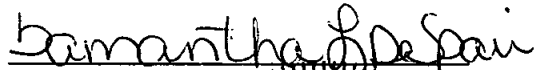
  
 Pandy R. Hedge



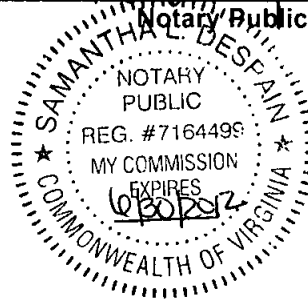
COMMONWEALTH OF VIRGINIA

County of York, to-wit:

The foregoing instrument has acknowledged before me this day of 27 April, 2009, by Christopher G. Hedge.

  
 Notary Public

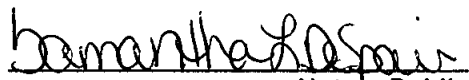
My commission expires: 6/30/2012



COMMONWEALTH OF VIRGINIA

County of York, to-wit:

The foregoing instrument has acknowledged before me this day of 27 April, 2009, by Pandy R. Hedge.

  
 Notary Public

My commission expires: 6/30/2012



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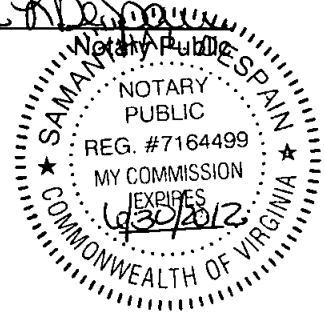
The foregoing instrument has acknowledged before me this day of 27 April, 2009, by Frederick R. Kientle.

Frederick R. Kientle

Frederick R. Kientle

Samantha R. DeSpain

My commission expires: 10/30/2012



COUNTY OF YORK, VIRGINIA

The County of York, Virginia, acting by and through its County Administrator, he being thereto duly authorized by Resolution No. R89-28, adopted by the York County Board of Supervisors on the 19th day of January, 1989, does hereby accept the conveyance of the interest in real estate made by this deed.

By: James O. McReynolds  
County Administrator

Approved as to form:

[Signature]  
County Attorney

COMMONWEALTH OF VIRGINIA

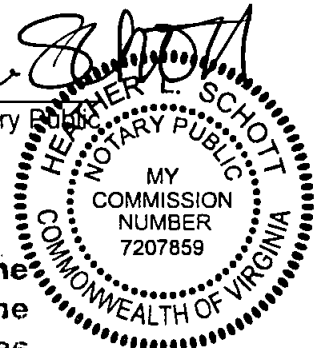
County of York, to-wit:

The foregoing instrument has acknowledged before me this day of 6<sup>th</sup> May, 2009 by James O. McReynolds, County Administrator.

Heather E. Schott

Notary Public

My commission expires: 4/30/2012



**VIRGINIA:** In the Clerk's Office of the York County - Poquoson Circuit Court, the 12<sup>th</sup> day of May, 2009. This deed was presented with the certificate annexed and admitted to record at 8:23 o'clock A.M. The taxes imposed by § 58.1-801 et seq. of the Code of Virginia have been paid.

State \$ \_\_\_\_\_  
Local \$ \_\_\_\_\_  
Additional \$ \_\_\_\_\_

Teste: LYNN S. MENDIBUR, CLERK

By: [Signature] D.C.

000000201

PARCEL "C"  
PROPERTY OF JEFF BROWN

GPIN - V02A-0330-2772  
PARCEL ID - 38A1-02-00-000J

← S 24°59'22" W

SHERWOOD FOREST  
P.B. 12, PG. 589

SHERWOOD FOREST  
HOMEOWNERS ASSOCIATION, INC  
GPIN - V02A-0513-3020  
PARCEL ID -  
38A1-10-00-00A2

LOT 62

EXISTING 10.0' YORK COUNTY  
UTILITY EASEMENT  
P.B. 12, PG. 589

LOT 63

JESUS M. BASCOS, et-ux  
D.B. 1108, PG. 907  
GPIN - V02A-0478-2744  
PARCEL ID - 38A1-10-00-063

N 01°34'39" E 165.20'

S 01°34'39" W 165.26'

LOT 64

CHRISTOPHER G. HEDGE &  
PANDY R. HEDGE  
INST. NO. 040011530  
GPIN - V02A-0502-2813  
PARCEL ID - 38A1-10-00-064

LOT 65

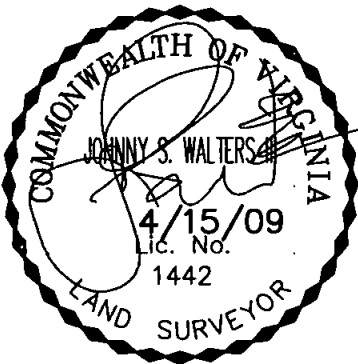
L=10.00'  
R=400.00'

ROBIN HOOD DRIVE

50' R/W

RECORD NORTH  
P.B. 6, PG. 102

YORK COUNTY  
APPROVED FOR RECORDATION  
BY: D. B. Augusth.  
RIGHT-OF-WAY AGENT  
DATE: 5-4-09



PLAT OF EASEMENT

EASEMENT TO BENEFIT PARCEL  
38A1-02-00-000J, PROPERTY OF  
JEFFREY A. BROWN & DEBORAH D. BROWN  
FROM SHERWOOD FOREST HOMEOWNERS  
ASSOCIATION AND CHRISTOPHER G. HEDGE  
& PANDY R. HEDGE  
COUNTY OF YORK, VIRGINIA

WALTERS LAND SURVEYING, LTD.  
710 DENBIGH BOULEVARD, SUITE 4C  
NEWPORT NEWS, VIRGINIA 23608  
PHONE: (757) 898-1057  
FAX: (757) 898-2862