

Prepared By:
Byrd Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789

GPIN: D15d-2892-2293,
D15d-2843-2295, D15d-2792-2299,
D15d-2726-2681, D15d-2850-2587,
D15d-2721-2474, D15d-2741-2299,
D15d-2691-2302, and D15d-2587-2545

**DEED OF ACCESS, DRAINAGE, AND SEWER
EASEMENT AND DEVELOPMENT AGREEMENT**
(WILLIAMSBURG, VA)

THIS ACCESS, DRAINAGE, AND SEWER EASEMENT AGREEMENT (“**Agreement**”) is dated this 12th day of April, 2019, (“**Effective Date**”) by and between SXCW PROPERTIES II, LLC, a North Carolina limited liability company (“**SXCW**”), and CROSS DEVELOPMENT CC WILLIAMSBURG, LLC, a Texas limited liability company, its successors and assigns (“**Cross**”).

RECITALS

WHEREAS, Cross is the fee simple owner of that certain parcel of real property described on Exhibit “A” (the “**Cross Parcel**”) attached hereto and incorporated herein;

WHEREAS, SXCW is the fee simple owner of that certain parcel of real property as more particularly described on Exhibit “B” attached hereto and incorporated herein (the “**SXCW Parcel**”) and the SXCW Parcel and the Cross Parcel are collectively referred to as “**Parcels**”);

WHEREAS, Cross has requested from SXCW a non-exclusive temporary construction easement over and across the SXCW Parcel to be used by Cross and Cross’s Permittees (as defined below) for the placement of a temporary ten foot (10’) grading and slope easement along the shared property line between the Cross Parcel and the SXCW Parcel;

WHEREAS, Cross has requested from SXCW a non-exclusive access easement and drainage easement over and across the SXCW Parcel, upon the terms set forth below;

WHEREAS, Cross and SXCW desire to establish an annual maintenance obligation for the Cross Parcel to be paid to SXCW on an annual basis (the “**Cross Maintenance Dues**”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, and the payment of Ten and 00/100 Dollars (\$10.00) by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cross and SXCW hereby agree as follows:

1. Temporary Easement. SXCW hereby grants and conveys to Cross a non-exclusive temporary easement along the shared property line between the Cross Parcel and the SXCW Parcel, for the placement of a temporary ten foot (10') grading and slope easement ("**Temporary Easement**"), and Cross shall have the right to permit the use of the SXCW Parcel by its Permittees (as defined below) for the uses and purposes provided for herein. Cross shall submit a grading plan to SXCW for approval at least twenty (20) days before grading, such approval not to be unreasonably withheld, conditioned or delayed. Cross covenants and agrees that Cross shall not unreasonably interfere with or restrict the full and complete use and enjoyment of the SXCW Parcel, except as set forth in this Agreement. The Temporary Easement granted in this Paragraph 1 shall commence at the Effective Date and continue until the certificate of occupancy is issued for the building to be constructed on the Cross Parcel.

2. Access Easement.

a. Grant of Access Easement. SXCW hereby grants to Cross a non-exclusive, perpetual access easement over, upon, across and through that portion of the SXCW Parcel described in Exhibit "C" and depicted in Exhibit "C-1" (collectively, the "**Access Easement Area**") attached hereto for the purposes of pedestrian and vehicular access, ingress and egress to the Cross Parcel.

b. Construction of Access Easement. Within two hundred ten (210) days of the Effective Date, SXCW shall construct an access drive over and across the Access Easement Area located on the SXCW Parcel (the "**Access Drive**"). Cross shall be responsible and assume all obligations for, at Cross's sole cost and expense, the construction of all connecting drives and curb cuts on the Cross Parcel. SXCW and Cross agree to divide the cost of construction of the Access Drive (the "**Access Drive Construction Costs**") with SXCW bearing responsibility for seventy-five percent (75%) of the Access Drive Construction Costs and Cross bearing responsibility for twenty-five percent (25%) of the Access Drive Construction Costs. Cross shall reimburse SXCW for Cross's share of the Access Drive Costs within thirty (30) days of receipt of an invoice (together with supporting documentation for costs paid and incurred) from SXCW.

In no event shall the Access Easement Area be altered or changed in any manner without the written consent of the parties hereto, such consent not to be unreasonably withheld, conditioned, or delayed. This Access Easement shall be for the benefit of the Cross Parcel and the SXCW Parcel, and shall not be deemed a grant of any easement or other right over or across any other portion of the Cross Parcel or the SXCW Parcel.

c. Maintenance. SXCW hereby covenants and agrees to keep and maintain in good order, condition and state of repair the Access Easement Area including any driveways, curbing, paving and lighting located therein. SXCW agrees to maintain the Access Easement Area and Access Drives at its sole cost and expense. For maintenance costs in excess of Ten Thousand and NO/100 Dollars (\$10,000.00) per individual occurrence (each a "**Major Access Maintenance Cost**"), (i) SXCW shall obtain a minimum of three (3) bids from contractors to perform such maintenance, and (ii) SXCW and Cross shall equally pay for the cost of the lowest bid received by SXCW. Cross shall reimburse SXCW for Cross's share of any Major Access Maintenance Cost within thirty (30) days of receipt of an invoice (together with supporting documentation for costs paid and incurred) from SXCW.

3. Stormwater Drainage Easement.

a. Grant of Drainage Easement. Cross grants unto SXCW, for the benefit of the SXCW Parcel and its Permittees, a non-exclusive, perpetual easement over and across the area legally described on Exhibit "D" and depicted on Exhibit "D-1" (the "**Drainage Easement Area**") for the purpose of providing SXCW drainage and discharge of SXCW's surface and stormwaters. Cross hereby reserves the right to use the Drainage Easement Area for any and all purposes, as determined in Cross's reasonable discretion, including, without limitation, paving, landscaping, and constructing improvements upon the Drainage Easement Area so long as such purposes do not unreasonably interfere with SXCW's use of the Drainage Infrastructure (defined below) or damage the Drainage Infrastructure, and Cross shall be solely responsible for costs to repair or additional maintenance necessitated to the Drainage Infrastructure by such improvements over the Drainage Easement Area.

b. Construction of Drainage Easement Infrastructure. Within ninety (90) days of the Effective Date, Cross shall construct a drainage pipeline, rip rap and all necessary appurtenances thereto as approximately shown on Exhibit "D-2" attached hereto and made a part hereof (the "**Drainage Infrastructure**") over, across and through the Drainage Easement Area. SXCW shall be responsible and assume all obligations for, at SXCW's sole cost and expense, the construction of any connecting pipelines or other appurtenances to the Drainage Infrastructure located on the SXCW Parcel. SXCW and Cross agree to divide the cost of construction of the Drainage Infrastructure (the "**Drainage Infrastructure Construction Costs**") of the Drainage Infrastructure as follows: (i) SXCW shall bear responsibility for all costs associated with constructing that portion of the Drainage Infrastructure located between the shared boundary line between the Parcels, marked as point O5 on Exhibit "D-2", and the point at which Cross connects its outfall drainage line to the Drainage Infrastructure, marked as point O2 on Exhibit "D-2" (the "**Drainage Connection Point**"), (ii) Cross shall bear sole responsibility for the costs of constructing its outfall drainage between the retention/detention pond located on the Cross Parcel, marked as point O3 on Exhibit "D-2", and the Drainage Connection Point, (iii) the Parties agree to equally divide the cost of constructing the Drainage Infrastructure between the Drainage Connection Point and the east boundary line of the Cross Parcel (the "**Shared Drainage Infrastructure**"), marked as point O1 on Exhibit "D-2". In no event shall the Drainage Infrastructure be deemed to include the stormwater pond located on the Cross Parcel.

In no event shall the Drainage Easement Area be altered or changed in any manner without the written consent of the parties hereto and such consent shall not be unreasonably withheld, conditioned or delayed. This drainage easement shall be for the benefit of the SXCW Parcel, and shall not be deemed a grant of any easement or other right over or across any other portion of the Cross Parcel.

c. Maintenance of Drainage Easement Infrastructure. Cross agrees to maintain the Drainage Infrastructure (the "**Drainage Infrastructure Maintenance Costs**") at its sole cost and expense up to Ten Thousand and 00/100 Dollars (\$10,000.00) per one-year period; however, if maintenance of the Shared Drainage Infrastructure exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) in any one-year period (a "**Major Drainage Maintenance Cost**"), (i) Cross shall obtain a minimum of three (3) bids from contractors to perform such maintenance and, the parties agree to equally pay for the costs of the lowest bid received by Cross; (ii) SXCW shall reimburse Cross for SXCW's share of any Major Drainage Maintenance Cost within thirty (30) days of receipt of an invoice (together with supporting documentation for costs paid and incurred) from Cross. Notwithstanding the foregoing, Cross shall be solely responsible for any Major

Drainage Maintenance Cost caused by Cross' failure to maintain the Drainage Infrastructure in accordance with applicable law.

4. Sewer Easement.

a. Grant of Sewer Easement. SXCW hereby grants to Cross a non-exclusive, perpetual sewer easement over, upon, across and through that portion of the SXCW Parcel described in Exhibit "E" (the "**Sewer Easement Area**") attached hereto for the purposes of installing, maintaining, repairing, replacing and utilizing a sanitary sewer line for the benefit of the Cross Parcel.

b. Construction and Maintenance of Sewer Easement Infrastructure. Within one hundred fifty (150) days of the Effective Date, SXCW shall construct and maintain a sanitary sewer line and all necessary appurtenances thereto (the "**Sewer Infrastructure**") over, across and through the Sewer Easement Area, and property of certain third parties west of the SXCW Parcel. SXCW and Cross agree to divide the cost of construction and maintenance of the Sewer Infrastructure (the "**Sewer Infrastructure Costs**") as follows: (i) SXCW and Cross shall evenly divide all costs associated with that portion of the Sewer Infrastructure to be located west of the SXCW Parcel, and (ii) Cross shall bear sole responsibility for the Sewer Infrastructure constructed on the SXCW Parcel. Cross shall be responsible and assume all obligations for, at Cross's sole cost and expense, the construction of any connecting sewer lines or other appurtenances to the Sewer Infrastructure located on the Cross Parcel, including tap fees and connection fees.

In no event shall the Sewer Easement Area be altered or changed in any manner without the written consent of the parties hereto and such consent shall not be unreasonably withheld, conditioned or delayed. This sewer easement shall be for the benefit of the Cross Parcel, and shall not be deemed a grant of any easement or other right over or across any other portion of the SXCW Parcel. The parties anticipate that the Sewer Infrastructure will be conveyed to York County or other appropriate governmental authority and each party shall execute and deliver such documents as are required by the such governmental authority to effectuate such public dedication and conveyance.

5. Water Easement.

a. Grant of Water Easement. Cross hereby grants to SXCW a non-exclusive, perpetual water easement over, upon, across and through that portion of the Cross Parcel described in Exhibit "F" and depicted in Exhibit "F-1" (collectively, the "**Water Easement Area**") attached hereto for the purposes of installing, maintaining, repairing, replacing and utilizing a water line for the benefit of the SXCW Parcel.

b. Construction and Maintenance of Water Easement Infrastructure. Within ninety (90) days of the Effective Date, Cross shall construct and maintain (i) a water line and all necessary appurtenances thereto (the "**Water Infrastructure**") over, across and through the Water Easement Area. Cross shall be solely responsible for the costs of constructing the Water Infrastructure located on the Cross Parcel (the "**Water Infrastructure Costs**"). SXCW shall be responsible and assume all obligations for, at SXCW's sole cost and expense, the construction of any connecting water lines or other appurtenances to the Water Infrastructure located on the SXCW Parcel.

In no event shall the Water Easement Area be altered or changed in any

manner without the written consent of the parties hereto and such consent shall not be unreasonably withheld, conditioned or delayed. This water easement shall be for the benefit of the Cross Parcel and the SXCW Parcel, and shall not be deemed a grant of any easement or other right over or across any other portion of the Cross Parcel or the SXCW Parcel. The parties anticipate that the Water Infrastructure will be conveyed to the City of Williamsburg or other appropriate governmental authority and each party shall execute and deliver such documents as are required by the such governmental authority to effectuate such public dedication and conveyance.

6. Turn Lane Construction. Within two hundred ten (210) days of the Effective Date, SXCW agrees to obtain a traffic report from Ramey Kemp and construct a turn lane within that portion of the public right-of-way commonly known as By-Pass Road (collectively, the “**Roadway Work**”) adjacent to the south boundary line of the Cross Parcel as shown on Exhibit “G” (the “**Turn Lane Area**”). SXCW and Cross agree to divide the cost of the Roadway Work (the “**Roadway Work Costs**”) with SXCW bearing responsibility for seventy-five percent (75%) of the Roadway Work Costs and Cross bearing responsibility for twenty-five percent (25%) of the Roadway Work Costs. Cross shall reimburse SXCW for Cross’s share of the Roadway Work Costs within thirty (30) days of receipt of an invoice (together with supporting documentation for costs paid and incurred) from SXCW.

In no event shall the Roadway Work or Turn Lane Area be altered or changed in any manner without the written consent of the parties hereto and such consent shall not be unreasonably withheld, conditioned or delayed.

7. Permittees. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Parcel or the other party’s Parcel, or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable. All rights granted and obligations imposed in this Agreement shall also be deemed granted to each Parcel owners’ successors, assignees, purchasers and holders of easement rights of any properties or portions thereof, tenants, subtenants, agents, licensees, contractors, invitees, visitors, occupants or concessionaires of Cross and SXCW and the foregoing parties’ respective employees, licensees, invitees and visitors (collectively “**Permittees**”). All easements contained in this Agreement, whether explicitly stated or not, include the right, as reasonably necessary, to crossover the remainder of such party’s Parcel to complete construction contemplated herein and such temporary right to crossover the remainder of such party’s Parcel shall terminate at such time as the grantee party obtains a Certification of Occupancy for its Parcel. Neither party shall permit a mechanics’ lien(s) to be filed upon the Parcel of the other and in the event of filing of any such lien, the lien shall be cancelled or bonded off within thirty (30) days of filing at the sole cost and expense of the contracting party.

8. Default. In the event that either party defaults in its construction and/or maintenance obligations as provided in this Agreement, or allows a lien to remain on a Parcel beyond the period provided in Section 7, then the non-defaulting owner shall have the right to perform such construction or maintenance, or bond off such lien upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within ten (10) days of receipt of invoice for same. All rights granted in this Section shall also be deemed granted to each Parcel owner’s successors, assigns and tenants/lessees. Notwithstanding any other terms to the contrary and after providing written notice as required by the preceding sentence, if applicable, the parties shall have all rights available at law or in equity to enforce the terms of this Agreement.

9. Duty Not to Obstruct Easements; Construction and Repairs. Cross and SXCW agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or barrier between the Cross Parcel and the SXCW Parcel or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted in this Agreement. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Parcel or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

10. Runs with the Land. The easements and restrictions hereby granted and the agreements herein contained shall be easements, restrictions and covenants running with the land, and be appurtenant to the lands affected, and shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns.

11. Injunctive Relief. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, any or all of the owners of the properties included herein shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. This right of injunctive relief shall be in addition to all the remedies available under statute, law or equity.

12. Not a Public Dedication. Subject to Sections 4 and 5 above, nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties described herein to the general public or for the general public or for any public purpose whatsoever; it being the intention of the parties hereto that the easement granted herein shall be strictly limited to and for the purposes herein expressed.

13. Unencumbered Cross Parcel. Cross represents and warrants that there are no mortgages, deeds of trust, liens or other monetary encumbrances affecting the Cross Parcel.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

15. Notice. All notices provided for herein shall be in writing and shall be personally delivered or given by overnight courier service, to the parties of the addresses specified below, or at such other address as may be specified by written notice:

Cross: Cross Development CC Williamsburg, LLC
4336 Marsh Ridge Road
Carrollton, TX 75010

With Copy to: James S. Campbell, Esquire
Byrd Campbell, P.A.
180 Park Ave. North, Suite 2A
Winter Park, FL 32789

SXCW: SXCW Properties II, LLC
Attn: Jamie Hahl
7935 Council Place, Suite 200
Matthews, NC 28105

With Copy to: Amy C. Lanning
Blanco Tackabery & Matamoros, P.A.
110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

16. Insurance and Indemnification. Each of SXCW and Cross shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the Commonwealth of Virginia. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. SXCW shall indemnify and hold Cross harmless from and against any and all actual, out of pocket loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by Cross in connection with the exercise by SXCW of the easements and rights created herein, except to the extent caused by the negligence or willful act of Cross, its employees, tenants, contractors, agents or licensees. Cross shall indemnify and hold SXCW harmless from and against any and all actual, out of pocket loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by SXCW in connection with the exercise by Cross of its easements and rights created herein, except to the extent caused by the negligence or willful act of SXCW, its employees, tenants, contractors, agents or licensees. Each party shall ensure that its contractors performing work on the other party's Parcel shall maintain all insurance and licenses required by applicable law.

17. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, SXCW and Cross hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. SXCW and Cross agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this Paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to time.

18. Amendment and Modification. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns.

19. Miscellaneous. The paragraph headings in this Agreement are for convenience only, shall in no way defined or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. Time is of the essence of this Agreement.

Signed, sealed and delivered in the presence of:

Louetta R. Hanson
Name: Louetta R. Hanson

Patricia Wheeler
Name: Patricia Wheeler

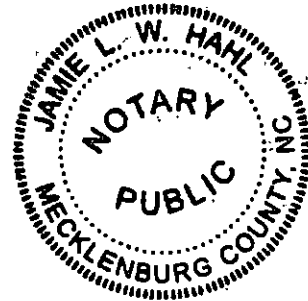
SXCW PROPERTIES II, LLC,
a North Carolina limited liability company

Rima Anabtawi
Name: Rima Anabtawi
Its: Manager *Pro Tem*

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 2nd day of April, 2019, personally appeared before me Rima Anabtawi, who stated that she is the Manager *Pro Tem* of SXCW Properties II, LLC, a North Carolina limited liability company.

Jamie L. W. Hahl
Notary Public for Mecklenburg County, NC
My Commission Expires: 6/5/2023



Signed, sealed and delivered in the presence of:

CROSS DEVELOPMENT CC WILLIAMSBURG, LLC,
a Texas limited liability company

Bailey Halloran
Name: Bailey Halloran

Steve Rumsey
Name: Steve Rumsey
Its: President

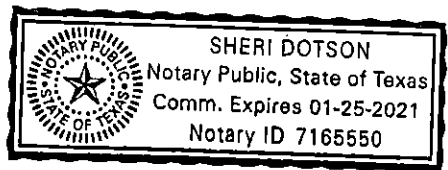
Sheri Dotson
Name: SHERI DOTSON

STATE OF TEXAS
COUNTY OF DENTON

The foregoing instrument was acknowledged before me this 2ND day of APRIL, 2019, by Steve Rumsey, as President of Cross Development CC Williamsburg, LLC, a Texas limited liability company, who did not take an oath and who:

X is/are personally known to me.
 produced current driver's license as identification.
 produced as identification.

Sheri Dotson
Notary Public
(Notary Seal Must Be Affixed)



Name of Notary Printed
My Commission Expires:
Commission Number:

JOINDER

The undersigned joins in the execution hereof to evidence its consent hereto and to subordinate its liens to the terms and conditions set forth herein.

Economic Development Authority of York County, Virginia,

By: R. Anderson Moberg
Name: R. Anderson Moberg
Title: Chairman

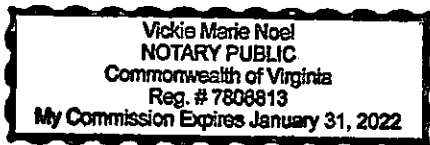
ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA §
COUNTY OF York §

BEFORE ME, the undersigned, a Notary Public in and for said County and Commonwealth, on this day personally appeared R. Anderson Moberg, the Chairman of the Economic Development Authority of York County, Virginia, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 2ND day of April, 2019.

Vickie Marie Noel
NOTARY PUBLIC, COMMONWEALTH OF VIRGINIA
Printed Name: Vickie Marie Noel
My Commission Expires: January 31, 2022



Approved as to form:
[Signature]
County Attorney

EXHIBIT "A"

Cross Parcel

Parcel 1:

All that certain lot, piece, or parcel of land, situate in the Bruton District, York County, Virginia, as shown and set forth on a plat entitled, "Bruton Dist., York County, Va. Plat Showing Survey of Marginal North of Lots No. 13 & 14, Palace Heights Subdivision, for Conveyance by M. Q. Chalkley to Cecil C. Steele dated March 6, 1965, and made by V. D. McManus, C. E., a copy of which plat is attached to deed dated March 19, 1965, from M. Q. Chalkley, et ux. to Cecil C. Steele, et ux. duly of record in the Clerk's Office of the Circuit Court of York County, Virginia, Deed Book 206 page 102, to which reference is here made and on which plat said property is more particularly described as follows: Beginning at a point where the property hereby described, the property of Cecil G. Steele, and the property of Chalkley converge, which point is 356.60 feet along the east line of Lot No. 14 to Route No. 60; thence S 89° 22" W a distance of 100.00 feet to an iron pipe; thence N 0° 38" W a distance of 283.11 feet to an iron pipe; thence S 75° 22" E a distance of 103.66 feet to an iron pipe thence S 0° 8" E distance of 255.74 feet to an iron pipe which is the point of beginning.

Parcel 2:

All that certain lot, piece, or parcel of land, lying being and situate in Bruton Magisterial District, York County, Virginia, as more fully shown, set forth, and designated on that certain blueprint entitled, "BRUTON DISTRICT, YORK COUNTY, VIRGINIA, PLAT SHOWING BOUNDARY SURVEY OF LAND FOR O. W. STEELE & CECIL STEELE BEING PART OF THE PALACE HEIGHTS SUBDIVISION AND MARGINAL LAND" dated May 12, 1963, by V. D. McManus, CLS, a blueprint copy of which said plat is attached to deed dated March 24, 1967, from Cecil Clarence Steele to Cecil C. Steele, et ux., duly of record in the aforementioned Clerk's Office in Deed Book 206, page 105, to which reference is here made. The property hereby conveyed is more fully shown, set forth, and designated on said plat as commencing at an iron pipe at a point where the property hereby described, the right of way of Virginia State Route #60Z, and Lot #14 of Palace Heights Subdivision converge; thence N 0° 38" W along the line of Lot #14 of Palace Heights Subdivision and the line of the property heretofore conveyed to Cecil Clarence Steele by deed dated May 19, 1965, from M. Q. Chalkley, et ux. duly of record in the aforesaid Clerk's Office a distance of 612.26 feet to an iron pipe; thence S 74° 43" E along the line of the property hereby described and the property formerly standing in the name of Charles Scott but now standing in the name of Greensprings Incorporated a distance of 155 98 feet to an iron pipe; thence S 0° 38" E along the line of the property herein described and the property formerly standing in the name of W. E. Davis and Lot #18 of said Palace Heights Subdivision a distance of 563.48 feet to an iron pipe on the right of way of said Virginia State Route #60Z; thence along the line of the property herein described S 89° 22" W a distance of 150 feet to an iron pipe the point of departure. The property herein described is bounded on the North by the property of Greensprings Incorporated, on the South by the right of way of Virginia State Route #60Z, on the East by the property formerly standing in the name of W. E. Davis and Lot#18 of Palace Heights Subdivision and on the West by Lot #14 of said Palace Heights Subdivision and the property heretofore conveyed by Chalkley to Cecil C. Steele, et ux.

EXHIBIT "B"

SXCW Parcel

All those certain parcels of real property, together with all improvements thereon and appurtenances thereunto belonging, containing approximately 3.24 acres, situate in Bruton District, York County, Virginia, more commonly known as 305 Bypass Road and 311 Bypass Road, Williamsburg, Virginia 23185, with approximately 210 Feet of frontage on the north side of Bypass Road and with an easterly boundary line lying approximately 810 feet east of Palace Lane, described more fully as follows:

PARCEL ONE:

Parcels A and B as shown on that certain plat entitled "PLAT OF CORRECTION, A BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTIES OF R.L. BOYCE, AND GERTRUDE H. PORTEWIG, YORK COUNTY, VIRGINIA," prepared by the DeYoung-Johnson Group, Inc., Engineers-Architects-Surveyors, Williamsburg, Virginia, dated August 30, 1991 and recorded in the Clerk's office of the Circuit Court for York County, Virginia in Plat Book 12, at Page 341.

PARCEL TWO:

All that certain lot, piece or parcel of land situate in York County, Virginia shown and designated as "35,596 S.F. (total)" on a certain plat entitled "PLAT OF THE PROPERTY OF LONE-G, INC. LOTS 13 & 14 PALACE HEIGHTS-SECTION ONE AND ADJOINING PARCEL, COUNTY OF YORK, VIRGINIA", dated 5-28-97 and made by Walters Land Surveying, Ltd, of Newport News, Virginia. A copy of said plat is attached to and incorporated in the deed into Lone-G, Inc., recorded in York County Deed Book 950, page 805.

IT BEING the same property conveyed to SIMU, Inc. by Deed from Win, Win, Win, Inc. dated February 28, 2001 and recorded in the Clerk's Office of the Circuit Court of York County, Virginia in Instrument Number 010002761.

EXHIBIT "C"

Legal Description of the Access Easement Area

Beginning at a point on the northerly right-of-way line of Bypass Road – Route 60 at the southeasterly corner of the SXCW Properties II, L.L.C. property;

Thence N 87°32'12"W, 64.01 feet along the northerly right-of-way line of Bypass Road to the true point of beginning;

Thence, departing the northerly right-of-way line of Bypass Road and running through the property of SXCW Properties II, L.L.C. the following courses and distances:

N 02°29'22" E, 34.94 feet to a point;

along a curve to the right with an arc length of 31.33 feet, a radius of 20.00 feet, the chord of said arc running N 47°22'16" E, 28.23 feet to a point;

S 87°44'51" E, 43.71 feet to a point on the westerly line of the Steele & Company, L.L.C. property;

Thence, N 02°15'09" E, 37.00 feet with the westerly line of the Steele & Company, L.L.C. property to a point;

Thence, departing the westerly line of the Steele & Company, L.L.C. property;

and running through the property of SXCW Properties II, L.L.C. the following courses and distances:

N 87°44'51" W, 100.48 feet to a point;

S 02°29'22" W, 91.72 feet to a point;

S 87°32'12" E, 37.00 feet to the point of beginning.

EXHIBIT "C-1"

Depiction of the Access Easement Area
(Shown on variable Width Access Easement)

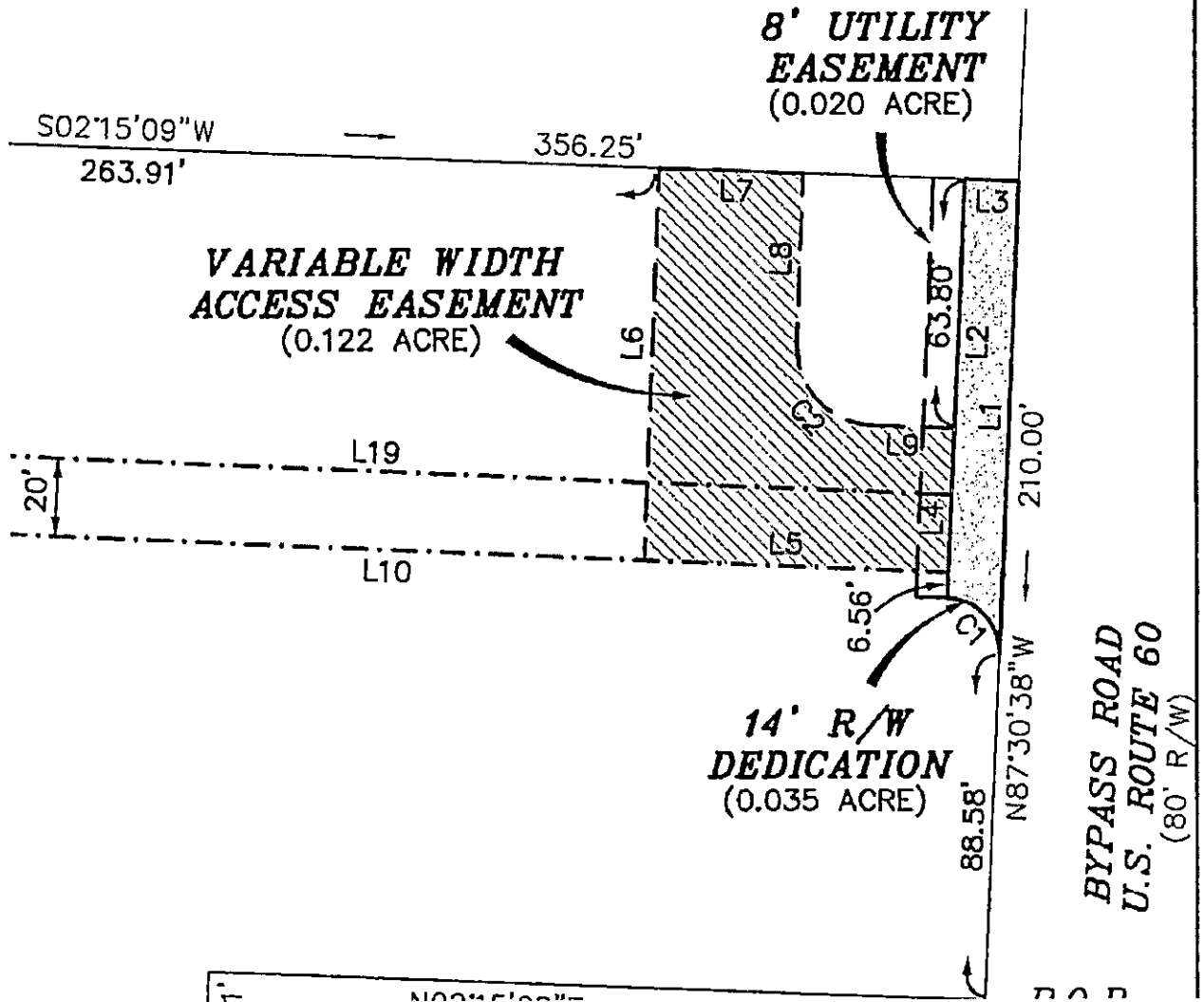


EXHIBIT "D"

Depiction of the Drainage Easement Area

Beginning at a point on the southerly line of the Fairfield Williamsburg Property property, said point also being the northwesterly corner of the Steele & Company, L.L.C. property and the northeasterly corner of the SXCW Properties II, L.L.C. property;

Thence S 02°18'32"W, 47.79 feet with the westerly line of the Steele & Company, L.L.C. property to the true point of beginning;

Thence, departing the westerly line of the Steele & Company, L.L.C. property and running through the Steele & Company, L.L.C. property the following courses and distances:

S 71°58'05" E, 220.49 feet to a point;

S 18°00'04" E, 34.97 feet to a point;

N 74°21'19" E, 26.65 feet to a point on the westerly line of the Bypass Road Hospitality, L.L.C. property;

Thence, N 02°13'34" E, 21.01 feet with the westerly line of the Bypass Road Hospitality, L.L.C. property to a point;

Thence, departing the westerly line of the Bypass Road Hospitality, L.L.C. property and running through the Steele & Company, L.L.C. property the following courses and distances:

S 74°21'19" W, 13.91 feet to a point;

N 18°00'04" W, 25.96 feet to a point;

N 71°58'05" W, 236.31 feet to a point on the westerly line of the Steele & Company, L.L.C. property;

Thence, S 02°18'32" W, 20.78 feet with the westerly line of the Steele & Company, L.L.C. property to the point of beginning.

EXHIBIT "D-1"

Depiction of the Drainage Easement Area

LINE	BEARING	DISTANCE
L1	S 18°09'47" E	17.96'
L2	N 74°21'19" E	20.28'

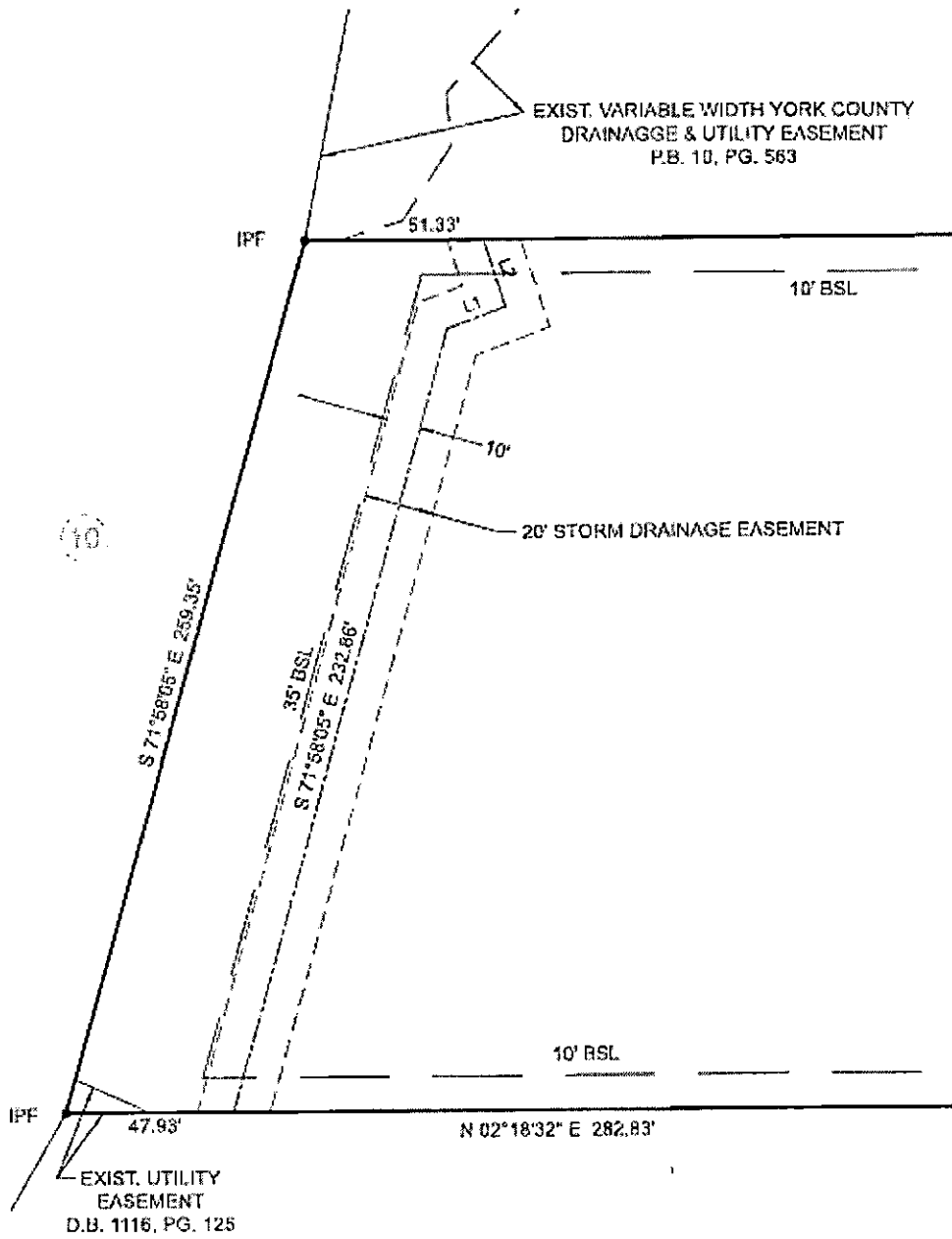


EXHIBIT "D-2"

Depiction of the Drainage Infrastructure

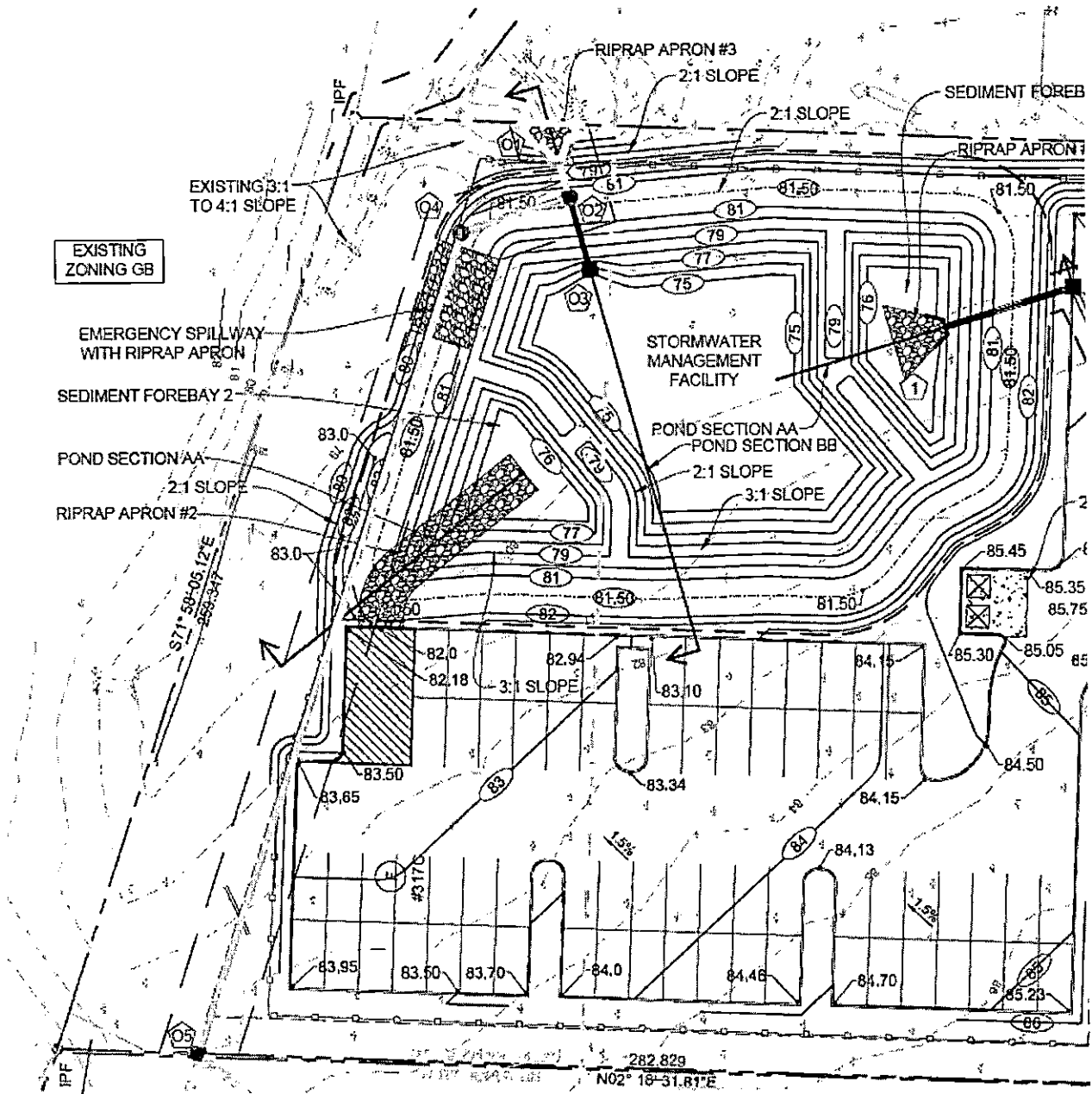


EXHIBIT "E"

Legal Description of the Sewer Easement Area

Beginning at a point on the northerly right-of-way line of Bypass Road – Route 60 at the southeasterly corner of the SXCW Properties II, L.L.C. property, said point also being the southwesterly corner of the Steele & Company, L.L.C. property;

Thence S 02°15'09"W, 14.00 feet with the westerly line of the Steele & Company, L.L.C. property to the true point of beginning;

Thence, departing the westerly line of the Steele & Company, L.L.C. property and running through the Steele & Company, L.L.C. property the following courses and distances:

S 87°33'51" E, 18.00 feet to a point;

N 01°43'08" E, 8.00 feet to a point;

N 87°33'51" W, 18.00 feet to a point on the westerly line of the Steele & Company, L.L.C. property;

Thence, departing the westerly line of the Steele & Company, L.L.C. property and running through the SXCW Properties II, L.L.C. property the following courses and distances:

N 87°30'38" W, 107.30 feet to a point;

S 02°29'22" W, 8.00 feet to a point;

S 87°30'38" E, 107.36 feet to the point of beginning,

EXHIBIT "F"

Legal Description of the Water Easement Area

Beginning at a point on the northerly right-of-way line of Bypass Road – Route 60 at the southeasterly corner of the SXCW Properties II, L.L.C. property, said point also being the southwesterly corner of the Steele & Company, L.L.C. property;

Thence N 02°15'09"E, 10.00 feet with the easterly line of the SXCW Properties II, L.L.C. property to a point;

Thence, departing the easterly line of the SXCW Properties II, L.L.C. property property and running through the Steele & Company, L.L.C. property the following courses and distances:

S 87°33'51" E, 127.00 feet to a point;

N 01°38'07" E, 8.00 feet to a point;

S 87°49'39" E, 15.00 feet to a point;

S 02°23'47" W, 8.00 feet to a point

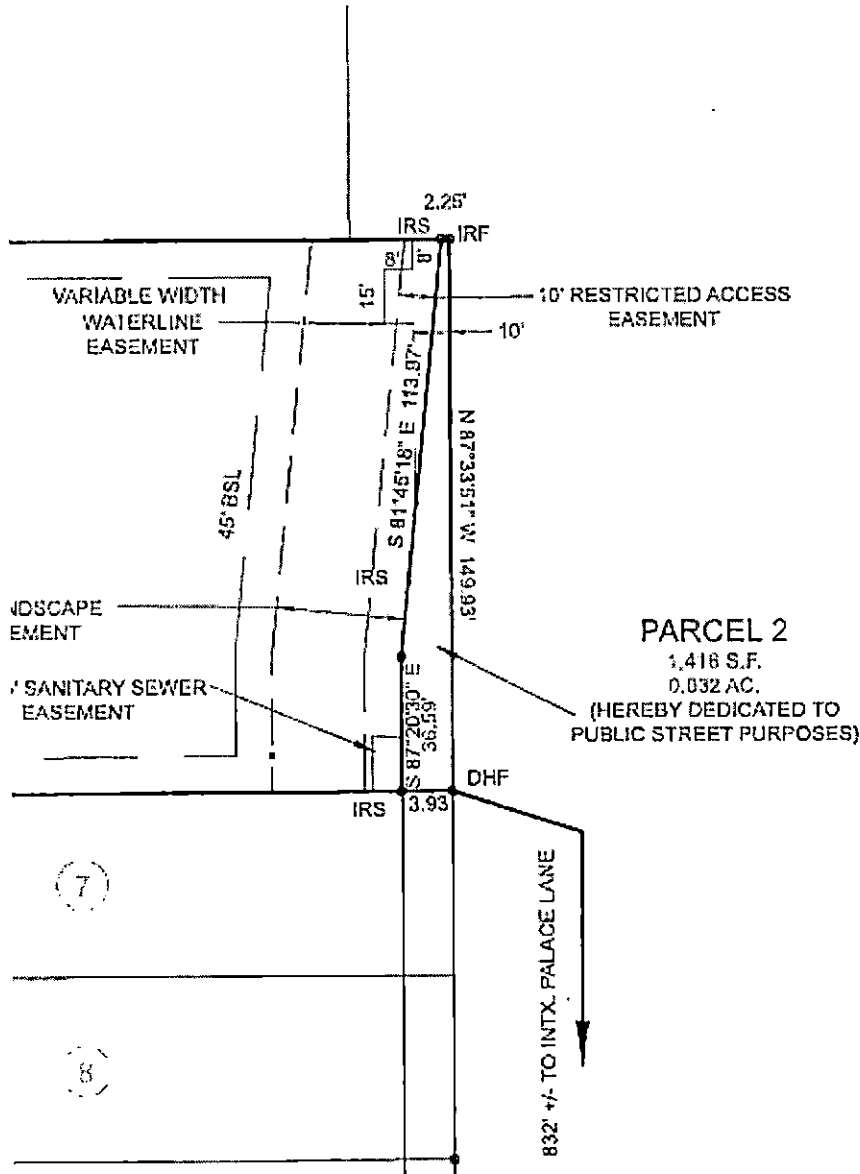
S 87°38'44" E, 8.25 feet to a point on the westerly line of the Bypass Road Hospitality, L.L.C. property;

Thence, S 02°26'09" W, 10.00 feet with the westerly line of the Bypass Road Hospitality, L.L.C. property to a point on the northerly right-of-way line of Bypass Road – Route 60;

N 87°33'51" W, 149.93 feet with northerly right-of-way line of Bypass Road – Route 60 to the point of beginning.

EXHIBIT "F-1"

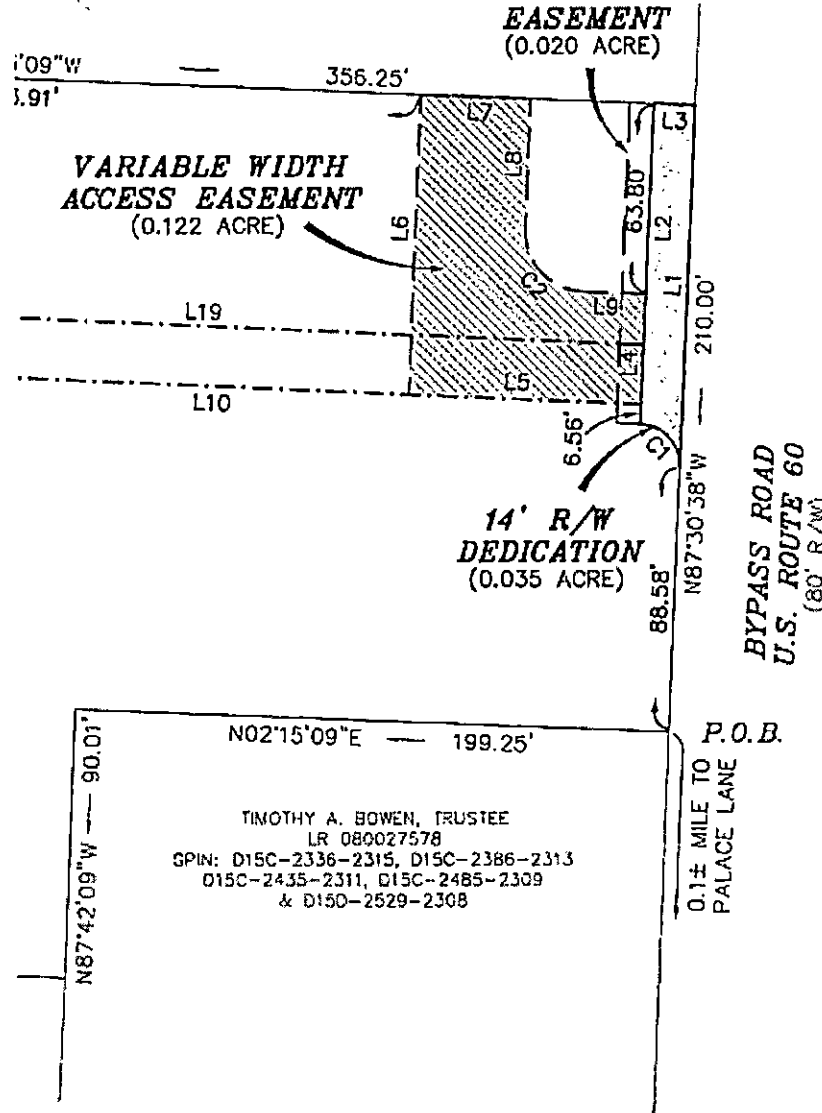
Depiction of the Water Easement Area
(Shown as the Variable Width Waterline Easement)



BYPASS ROAD - ROUTE 60
VARIABLE WIDTH R/W

EXHIBIT "G"

Depiction of the Turn Lane Area
(Shown as the 14' R/W Dedication)



INSTRUMENT 190005314
RECORDED IN THE CLERK'S OFFICE OF
YORK COUNTY - POQUOSON CIRCUIT COURT ON
APRIL 16, 2019 AT 01:34 PM
KRISTEN N. NELSON, CLERK
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Travis