

11-15-91
Walsh, Colucci, Stackhouse

11,467

BOOK 813 PAGE 477

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into this 21st day of October, 1991, between and among SILVER COMMUNITIES, INC., a Virginia corporation (hereinafter referred to as "Grantor"), CHARLES W. LEOPOLD And JACQUELINE M. LEOPOLD, Husband And Wife, (hereinafter jointly and severally referred to as "Grantee"), and the PARK RIDGE HOMEOWNERS' ASSOCIATION, INC., a Virginia corporation (hereinafter referred to as "Homeowners' Association").

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a certain parcel of land located in the Rock Hill Magisterial District, Stafford County, Virginia, commonly known as the "Park Ridge Planned Unit Development", including, without limitation, the property commonly known as Section 21 of Park Ridge and described in the Deed recorded in Deed Book 673, Page 516, in the Office of the Clerk of the Circuit Court of Stafford County, Virginia (hereinafter referred to as the "Grantor Parcel"); and

WHEREAS, Grantee has herewith acquired from Grantor that certain parcel of land located adjacent to the Grantor Parcel, containing a total of approximately 0.7302 acres, and commonly known as Section 21A of Park Ridge, as per Plat recorded in Plat Book 22, Page 122, rerecorded in Plat Book 22, Page 131, all in the Office of the Clerk of the Circuit Court of Stafford County, Virginia, and as more particularly shown on Exhibit "A" attached hereto (hereinafter referred to as the "Grantee Parcel"); and

WHEREAS, Grantor and Grantee have agreed upon certain easements and undertakings in connection with the development of their respective parcels, and desire to memorialize the same.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of all of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of only the Grantee Parcel (and no other parcel), and for the use and benefit of Grantee, its tenants, subtenants, invitees, successors and assigns of and on the Grantee Parcel: (a) the right, privilege and easement for access to and from Parkway Boulevard and the Grantee Parcel across the parcel identified on Exhibit "A" as "24' Ingress-Egress Easement" (hereinafter referred to as the "Easement Area"), for use of the Easement Area as a roadway for the passage of motor vehicles (and in no event for the parking of motor vehicles thereon) and pedestrian traffic in common with Grantor and its successors and assigns, and owners, tenants and invitees of the Grantor Parcel; and (b) the right, privilege and easement for use in common with Grantor of the parking spaces (including the handicapped parking spaces) maintained by Grantor at any time on that portion of the Grantor Parcel identified on Exhibit "A" as "Handicapped Parking Area", for the parking of motor vehicles in common with Grantor and its successors and assigns and owners, tenants and invitees of the Grantor Parcel, together with access to the Handicapped Parking Area over the roadway abutting the same. It is understood and agreed that these are non-exclusive easements, and that by the grant of easement over the Easement Area Grantee shall have an easement for access to and from Parkway Boulevard, and for no other use or purpose. It is further understood and agreed that in the event Grantor elects to relocate the Easement Area, Grantee shall execute an Amended Easement Agreement to substitute a modified description of the Easement Area, provided that said modified description shall not unreasonably interfere with or

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make materially more difficult the use of the Grantee Parcel or access to the same.

2. Grantee hereby grants to the Grantor, its successors and assigns, for the benefit of Grantor and the Grantor Parcel, the right, privilege and easement for use of that portion of the Grantee's Parcel identified as "Dumpster Area" on Exhibit "A" (hereinafter referred to as the "Dumpster Easement Area"). It is understood and agreed that this easement and right of access across the Grantee Parcel and use of the Dumpster Easement Area is for the purpose of permitting Grantor to discharge garbage and refuse upon the Dumpster Easement Area and trash collection facilities located thereon by Grantee; provided, however, that all such garbage and refuse discharged by Grantor shall be placed within containers located within the Dumpster Easement Area by Grantee (or others) for such purpose, and provided, further, that the volume of garbage and refuse to be deposited by Grantor or Grantee shall not be such as to exceed the capacity of said containers or prevent the reasonable use thereof by the other.

3. Grantee hereby grants to Grantor and to the Park Ridge Homeowners' Association, Inc., their respective successors and assigns, and for the use and benefit of Grantor, the Park Ridge Homeowners' Association, Inc. and all owners of residences in the Park Ridge Planned Unit Development, the right, privilege and easement for pedestrian traffic access across that portion of the Grantee Parcel identified on Exhibit "A" as "10' General Common Area Sidewalk Easement". Grantee shall have no obligation to contribute to the cost of construction or maintenance of any improvements constructed within said 10' General Common Area Sidewalk Easement.

4. Grantor and Grantee agree that Grantee shall have the right and easement to post and maintain a sign, not to exceed seven feet (7') by eight feet (8') in size, in the area noted on Exhibit "A" and identified as "Sign Area". The sign, if located by Grantee in the Sign Area, shall be placed so that the base of the sign is not higher than three feet (3') from the ground. Such sign shall advertise the use of Grantee's Parcel, and no other use or purpose. Signs of Grantee upon or about the Grantee Parcel shall advertise Grantee's use of the Grantee Parcel, and no other use or purpose. Grantee shall comply with all governmental regulations in connection with the use and operation of such sign. Such sign may be illuminated, but shall not be flashing, blinking or rotating. It is the intent of this paragraph that Grantee be permitted to maintain Grantee's existing sign in its existing location as of the date of this Agreement.

5. Grantee, for themselves and their successors, assigns, tenants and invitees, covenant and agree that:

(i) Grantee shall reimburse Grantor for one-half (1/2) of the costs for the routine upkeep of the Easement Area incurred by Grantor from time to time, other than snow removal (which shall be the responsibility of Grantee). Grantee shall make such payments within thirty (30) days after receipt of a statement evidencing costs expended by Grantor with all accompanying invoices and other appropriate documents. In the event Grantee disputes the need of repairs to the Easement Area undertaken by Grantor, the same shall be resolved by a third party selected by Grantee and Grantor.

(ii) Grantee shall not permit parking of motor vehicles in said Easement Area.

(iii) No outdoor advertising structures, billboards, poster panels or signboards shall be constructed, erected or maintained on the Grantee Parcel. This restriction shall not prevent building signs advertising the use of the Grantee Parcel.

(iv) No use shall be made of the Grantee Parcel unless there shall be provided and maintained the number of motor vehicle parking spaces required with respect to the use as set forth under applicable zoning ordinances.

The foregoing restrictions shall be covenants which shall run with the land.

6. Grantor, for itself and its successors, assigns, tenants and invitees, covenants and agrees that:

(i) Grantor shall reimburse Grantee for one-half (1/2) of the costs for (a) snow removal in the Easement Area, and (b) maintenance of the Dumpster Area and removal of trash therefrom during periods of Grantor's use of the same. Grantor to make such payments within thirty (30) days after receipt of a statement evidencing costs expended by Grantee for the same with all accompanying invoices and other appropriate documents. If a statement for Dumpster Area Maintenance or refuse collection applies to a period Grantor was not using the same, Grantor shall notify Grantee of the same, with an allocation of such charges limited to periods of Grantor's use of the same.

(ii) Grantee may notify Grantor of the need for repairs to the Easement Area, and within thirty (30) days after receipt of such notice, Grantor shall either commence (and thereafter diligently prosecute) such repairs or notify Grantee that Grantor disputes the need for such repairs. If Grantor so notifies Grantee of such a dispute, the same shall be resolved by a third party selected by Grantee and Grantor. If Grantor does not notify Grantee of a dispute and fails to commence (and thereafter diligently prosecute) such repairs within such thirty (30) day period or fails to so commence and prosecute the same after resolution of a dispute, then Grantee shall have the right to make such repairs and Grantor shall reimburse Grantee for one-half (1/2) of the cost thereof within thirty (30) days after receipt of a statement evidencing costs expended by Grantee for the same with all accompanying invoices and other appropriate documents.

The foregoing restriction shall be a covenant which shall run with the land.

7. All of the easements created hereunder shall commence as of the date hereof and shall be perpetual.

8. Grantor hereby reserves the right to close off the Easement Area and otherwise ban the use of the easement for such periods of time as may be necessary to prevent the acquisition of prescriptive rights by any other parties; provided, however, that any such closure shall be done in such a manner or at such time so as to have no effect on the conduct of Grantee's business. Grantor also reserves the right to remove and eject from the Easement Area any persons and vehicles not authorized to use the same.

9. A. Grantee and their heirs, successors and assigns hereby agree to indemnify Grantor and save Grantor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and damage to property arising out of, resulting from or related to the use of any of the easements granted herein by Grantee, their agents, contractors, employees, servants, lessees or invitees, except insofar as such claims, actions, damages, liabilities and expenses arise as a result of the negligence or willful acts or omissions of Grantor or its agents, employees or contractors. In the event that the Grantor is made a party to any litigation commenced by or against the Grantee, or arising from use of the easements by Grantee (their agents, contractors, employees, servants,

lessees or invitees), the Grantee shall protect and hold the Grantor harmless and shall pay all costs and expenses, including reasonable attorneys' fees, incurred or paid by the Grantor in connection with such litigation.

B. Grantor hereby agrees to indemnify Grantee and save Grantee harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and damage to property arising out of, resulting from or related to the use of any of the easements granted herein by Grantor, its agents, contractors, employees, servants, lessees or invitees, except insofar as such claims, actions, damages, liabilities and expenses arise as a result of the negligence or willful acts or omissions of Grantee or their agents, employees or contractors. In the event that the Grantee is made a party to any litigation commenced by or against the Grantor, or arising from use of the easements by Grantor (its agents, contractors, employees, servants, lessees or invitees), the Grantor shall protect and hold the Grantee harmless and shall pay all costs and expenses, including reasonable attorneys' fees, incurred or paid by the Grantee in connection with such litigation.

10. Grantee, for themselves and their successors, assigns, tenants and invitees, hereby covenants and agrees that Grantee shall not use or permit the use of the Grantee Parcel, or any portion thereof, as a health club, spa, restaurant, bar or liquor store. This restriction shall run with the land for a period of fifty (50) years from the date hereof.

11. Neither anything in this Agreement nor any acts of the parties shall be deemed by the parties, or by any third person, to create the relationship of principal and agent, or a partnership, or a joint venture, or of any relationship between the parties other than expressly herein provided, and no provisions are intended to or shall create or constitute any person a third party beneficiary hereof.

12. Whenever any notice or other communication is required or permitted to be made or given under this Agreement, such notice or other communication shall only be effected and deemed given if made in writing and deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Grantor: Silver Communities, Inc.
4500 Plank Road
Fredericksburg, Virginia 22407
ATTENTION: Paul S. Elkin

If to Grantee: Charles W. Leopold and
Jackie M. Leopold
14011 Minnieville Road
Dale City, Virginia 22193

13. This Agreement shall be construed and interpreted and applied in the courts of the law in the State of Virginia.

14. Except as otherwise expressly provided herein, no waiver of any default by any party shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall effect any default or cover any period of time other than the default and the period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by any party requiring consent

shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SILVER COMMUNITIES, INC.

By: [Signature]

Its PRESIDENT

"Grantor"

[Signature]
Charles W. Leopold

[Signature]
Jacqueline M. Leopold

"Grantee"

PARK RIDGE HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]

Richard Tremblay
Its President

STATE OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) SS:

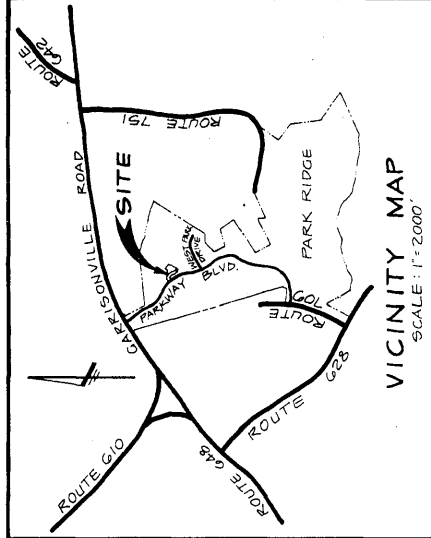
Before me, a Notary Public in and for said County and State, personally appeared EDWARD O. MINNIEAR, JR., as the PRESIDENT of Silver Communities, Inc., who acknowledged the execution of the above and foregoing instrument as his voluntary act and deed as the GRANTOR of, and on behalf of Silver Communities, Inc., a Virginia corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunder affixed my hand and Notarial Seal this 24 day of OCTOBER, 1991.

[Signature]
Printed: V. SISMANOGLOU, Notary Public

My Commission Expires: 4/23/93

My County of Residence: SPOTSYLVANIA



OWNER'S CONSENT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE SUBDIVISION OF LAND AND DESIGNATED AS PARK RIDGE, SECTION 21A, SITUATED IN ROCK HILL DISTRICT IN THE COUNTY OF STAFFORD, VIRGINIA, IS WITH THE FREE WILL AND CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, AND THAT ALL WATER EASEMENTS ARE HEREBY DEDICATED TO STAFFORD COUNTY, VIRGINIA, AND THAT THE SUBDIVISION OF LAND HEREIN DESCRIBED HAVING BEEN CONVEYED TO SILVER COMMUNITIES, INC. BY DEED DATED 22 AUGUST, 1989 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF STAFFORD COUNTY, VIRGINIA, IN DEED BOOK 693, PAGE 655.

GIVEN UNDER MY HAND THIS 10TH DAY OF Oct, 1991.

Ed. A. V. Lundstrom, Jr.
SEAL

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF STAFFORD, VIRGINIA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

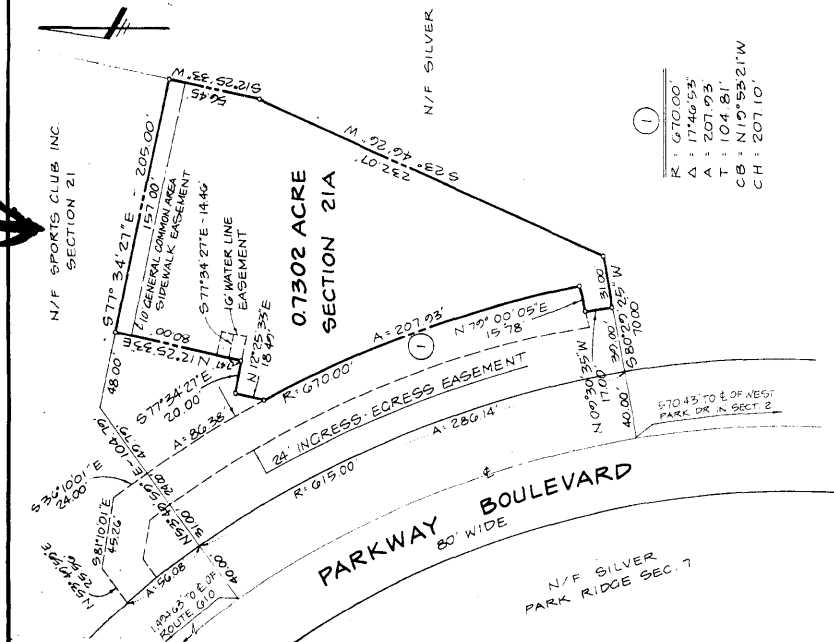
GIVEN UNDER MY HAND THIS 22ND DAY OF JULY, 1991.

LANDOWNER AND SUBDIVIDER

SILVER COMMUNITIES, INC.
4500 PLANK ROAD
FREDERICKSBURG, VA 22404
PHONE: (703) 786-1400

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED ON ASSESSMENT MAP NUMBER 20-20 AND ZONED PD-1.
2. IRON PIPE SHALL BE SET AT ALL PROPERTY CORNERS.
3. GENERAL COMMON AREA SIDEWALK EASEMENTS ARE TO BE MAINTAINED BY THE RECORD OWNER.
4. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD PLAIN.
5. THE FOLLOWING ITEMS WERE CORRECTED:
1. OWNER'S NAME
2. TITLE RECORD LOCATION DEED BOOK AND PAGE



APPROVED FOR RECORD BY

THIS SUBDIVISION, KNOWN AS PARK RIDGE, SECTION 21A, IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

DATE 10/10/91
CHAIRMAN OR ASSESSOR
BOARD OF SUPERVISORS
STAFFORD COUNTY, VIRGINIA

NOTARY

1. *V. G. Magallon*, A NOTARY PUBLIC
IN AND FOR THE COMMONWEALTH OF VIRGINIA, HEREBY CERTIFY THAT *EDWARD LUNDSTROM, JR.*, WHOSE NAME IS SIGNED TO THE FOREGOING DOCUMENT BEARING THE DATE OF *Oct 10, 1991*, HAS ACKNOWLEDGED THAT SAME BEFORE ME IN MY JURISDICTION.

GIVEN UNDER MY HAND THIS 10TH DAY OF Oct, 1991.
V. G. Magallon
NOTARY PUBLIC
MY COMMISSION EXPIRES

AREA SUMMARY

AREA OF LOT 0.7302 ACRES
TOTAL AREA 0.7302 ACRES



OCT. 9, 1991 REV. OWNER'S NAME, NOTE 5 & D.B.C.

REVISED 7-22-91

<p>HARRY A.V. LUNDSTROM, JR. CONSULTING ENGINEER 9001 BRADDOCK ROAD SUITE 370 SPRINGFIELD, VIRGINIA 22151</p>	<p>PLAT OF CORRECTION 0.7302 ACRE PARCEL</p>	<p>PARK RIDGE SECTION 21A DAY CARE CENTER</p>	<p>ROCK HILL MAGISTERIAL DISTRICT STAFFORD COUNTY, VIRGINIA JULY 18, 1991 SCALE: 1"= 50'</p>	<p>SHEET 1 OF 1</p>
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