

- NOTE: All of the FCMSA's easements shall be subject to the following terms and conditions:
1. All streets, service drives, trails and driveways and all other appurtenant facilities installed by the Landowner(s) in the Easement(s), with the prior written approval of the Authority, shall be and remain the property of the Landowner(s) its/their(s) successors and assigns, who shall at their sole expense maintain the property and such facilities.

2. The Authority and its agents shall have full and free use of the Easement(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easement(s), including the right of access to and from the Easement(s) and the right to use adjoining land of the Landowner(s) to the extent necessary to facilitate installation, construction, replacement, alteration, maintenance, inspection, operation and any necessary repairs; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, reconstruction, replacement, alteration, maintenance, inspection, operation or repair, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in or near the Easement(s) being conveyed, deemed by the Authority to interfere with the proper and efficient construction, grading, operation and maintenance of the water and appurtenant facilities, provided, however, that the Authority at its own expense shall restore the premises, such restoration to include the backfilling of trenches and the reseedling of lawns or pasture areas, but not the replacement of pavement, curb & gutter, sidewalks, structures, trees, shrubbery, fences or other obstructions within the Easement(s).

4. The Landowner(s) may reserve(s) the right to make any use of the Easement(s) being granted which may not be inconsistent with the rights being conveyed, or interfere with the use of the Easement(s) by the Authority for the purposes named, provided, however, that the Landowner(s) shall not erect any building or other structure, including a fence, on the Easements, without obtaining the prior written approval of the Authority.

5. The Authority shall not be liable for any damages to shrubbery or other obstructions within the Easement(s), for all trees outside the Easements trimmed or felled during the initial construction stage of the Authority's facilities, or for any damages to the residue of the property during the construction period.

6. The Authority shall have the right to install, construct, operate, maintain, inspect, add to or alter, repair and replace electric and telephone lines and any appurtenant facilities for the transmission or distribution of electric power and communication service within the Easement(s) which serve(s) only the Authority's facilities. The Authority may assign these rights in whole or in part to one or more Virginia public service corporations.

In cases where the Authority, in its sole discretion, determines that either Temporary Easements(s) and/or Construction Easement(s) are required, the following condition shall be added to the aforesaid NOTE:

7. Temporary/Construction Easement(s) shall automatically terminate after the utility lines have been installed, all pipelines have been satisfactorily tested and the disturbed areas have been adequately stabilized and restored.

OWNER(S) CONSENT STATEMENT AND DEED OF EASEMENT AND CONVEYANCE TO THE FAUQUIER COUNTY WATER AND SANITATION AUTHORITY (the "FCMSA" or the "Authority"):

In consideration of the FCMSA's approval, the conveyances made hereby and the consideration received therefore by the Owner(s), the receipt and sufficiency of which are hereby acknowledged, the Owner(s) hereby grant, convey and transfer to the FCMSA the easements and areas specifically identified on this Plat of Subdivision/Site Plan Utility Plat as "HEREBY CONVEYED TO THE FCMSA" subject to the terms and conditions noted thereon. Further, the conveyance hereby of all water or sewer lines, valves or appurtenant facilities which are constructed and installed or are hereafter constructed and installed within those areas in accordance with the Rules and Regulations and Utility Standards of the FCMSA as they now exist or may be hereafter amended, are with the free consent and in accordance with the desires of the undersigned Owner(s), and/or Proprietor(s)/Trustee(s), if any. Finally, the aforesaid Owner(s), and/or Proprietor(s)/Trustee(s), if any, further assert that he/she/it/they has/have the right to grant the rights and privileges thereto.

FCMSA/APPROVAL BLOCK

CERTIFICATE OF ACKNOWLEDGEMENT:

CITY/COUNTY OF _____

COMMONWEALTH/STATE OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF _____, 20____

BY _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

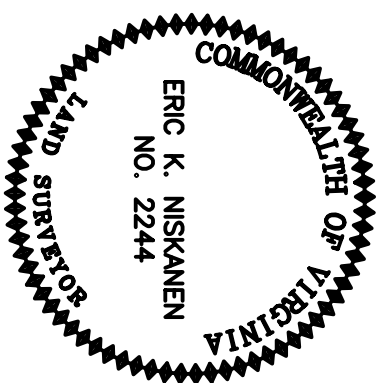
FAUQUIER COUNTY
APPROVAL BLOCK



VICINITY MAP
SCALE 1"=2000'

SURVEYOR'S CERTIFICATE

I, ERIC K. NISKANEN, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF UTILITY EASEMENT CONVEYANCE TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND IS BASED ON A CURRENT FIELD SURVEY. I FURTHER CERTIFY THE PROPERTY SHOWN HEREON LIES IN THE NAME OF EDGEWOOD EAST HOMEOWNERS ASSOCIATION, INC. - DB 644, PG 881 AS FOUND AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.



PLAT SHOWING

UTILITY EASEMENT CONVEYANCE
TO THE FAUQUIER COUNTY WATER AND SANITATION AUTHORITY
ACROSS

PARCEL "A" PASSIVE RECREATION AREA
EDGEWOOD EAST

SECTION A
DEED BOOK 449, PAGE 799
DEED BOOK 644, PAGE 881
LEE MAGISTERIAL DISTRICT
FAUQUIER COUNTY, VIRGINIA
MAY 11, 2006

NOTES:
1. THE SUBJECT PROPERTY IS LOCATED ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 510055 0360 A, DATED NOV. 1, 1979. THE PROPERTY IS LOCATED IN ZONE C. THIS DOES NOT CONSTITUTE A FLOOD STUDY BY THIS FIRM.
2. WETLANDS, IF ANY, NOT SHOWN.
3. NO TITLE REPORT FURNISHED. OTHER EASEMENTS AND/OR RIGHTS-OF-WAY MAY EXIST.
4. IMPROVEMENTS MAY EXIST AND ARE NOT SHOWN.
5. THE TEMPORARY CONSTRUCTION EASEMENTS SHOWN SHALL BECOME NULL AND VOID AT SUCH TIME THE CONSTRUCTION OF THE UTILITIES ARE COMPLETED.

PROJECT #05050-20

SHEET 1 OF 2

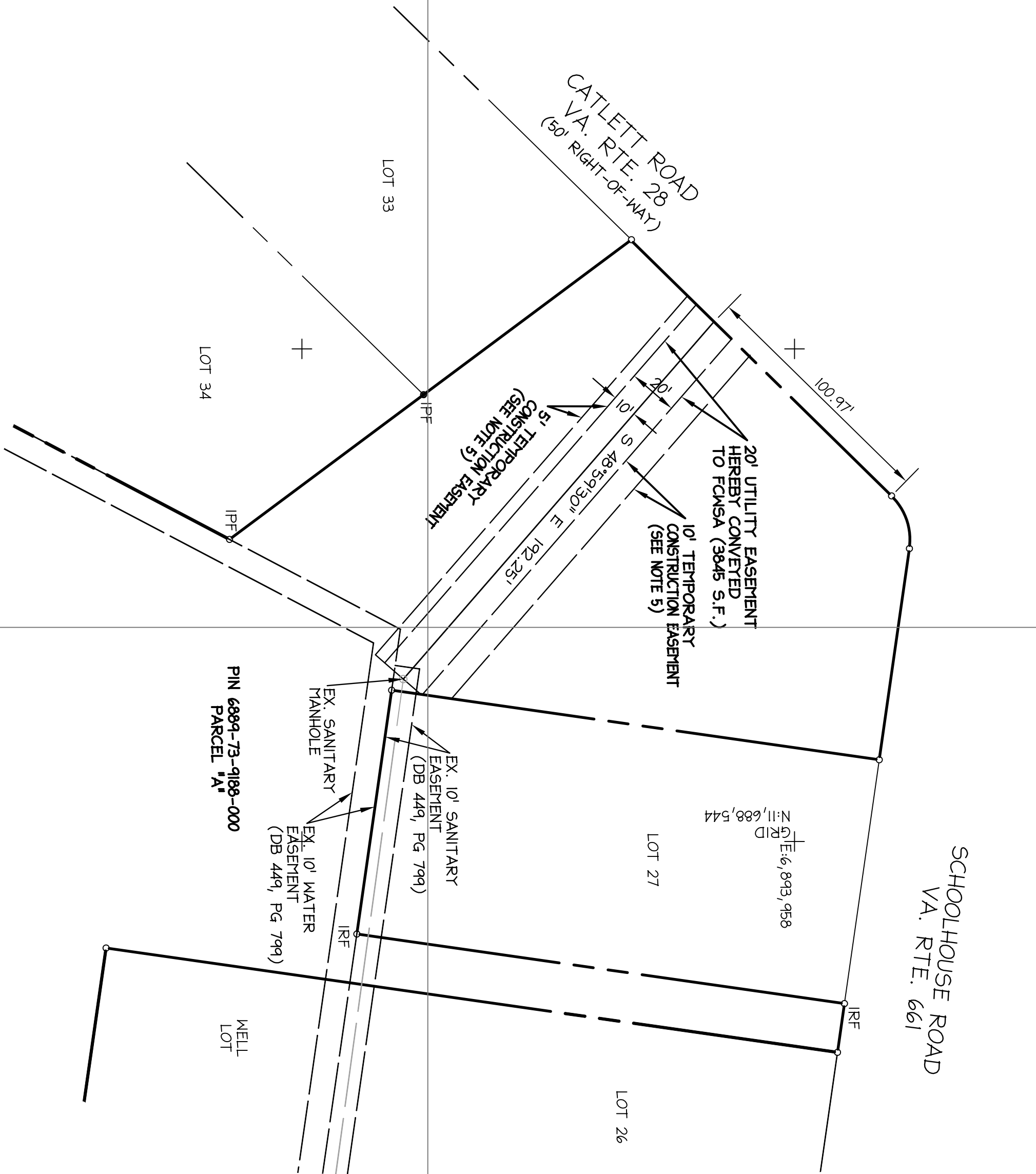


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www.carson-ashley.com

LEGEND:
IPF IRON PIPE FOUND
IRF IRON ROD FOUND



PLAT SHOWING
UTILITY EASEMENT CONVEYANCE
TO THE FAUQUIER COUNTY WATER AND SANITATION AUTHORITY
ACROSS
PARCEL "A" PASSIVE RECREATION AREA
EDGEWOOD EAST

SECTION A
DEED BOOK 449, PAGE 799
DEED BOOK 644, PAGE 881
LEE MAGISTERIAL DISTRICT
FAUQUIER COUNTY, VIRGINIA
SCALE 1"=40' MAY 11, 2006

PROJECT #05050-20

SHEET 2 OF 2



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