

802/136

24419

THIS DEED, made and entered into this 27th day of June, 2005, by and between **The Robert E. Lutz Charitable Trust, by its Trustee, Shirley E. Cole**, party of the first part, **GRANTOR**, and **LEB ENTERPRISES, LLC**, a West Virginia Limited Liability Company, party of the second part, **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged, and for other good and valuable consideration, receipt of which is also hereby acknowledged by the said first parties, the parties of the first part do hereby grant, bargain, sell and convey to the parties of the second part, with covenants of general warranty and free from all liens and encumbrances, excepting rights-of-way for public roads and utilities for domestic service, all that certain parcel of real estate, together with all the rights, rights-of-way, easements, privileges, improvements and appurtenances belonging thereto, situate in **Opequon District, Berkeley County**, West Virginia, more particularly described as follows:

BEGINNING AT (2174) A 5/8" REBAR AND CAP SET CORNER TO HARRY W. AIKENS AND BEING IN THE NORTHERLY R/W LINE OF MERIDIAN DRIVE; THENCE WITH THE NORTHERLY R/W LINE OF MERIDIAN DRIVE THE FOLLOWING COURSES: N 69 ° 14' 16" W 113.550' TO (2115) A 5/8" REBAR AND CAP SET THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.000', AN ARC LENGTH OF 130.047' AND A CHORD OF N 61° 18' 40" W 129.633' TO (2116) A 5/8" REBAR AND CAP SET N 53° 23' 03" W 106.604' TO (2171) A 5/8" REBAR AND CAP SET THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 30.000', AN ARC LENGTH OF 47.124', AND A CHORD OF N 08° 23' 03" W 42.426' TO (2169) A 5/8" REBAR AND CAP SET BEING IN THE NORTHERLY R/W LINE OF MERIDIAN DRIVE AND THE EASTERLY R/W LINE OF LUTZ AVENUE; THENCE WITH THE EASTERLY R/W LINE OF LUTZ AVENUE THE FOLLOWING COURSES: N 36° 36' 57" E 200.716' TO (2168) A 5/8" REBAR AND CAP SET THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1030.000', AN ARC LENGTH OF 234.759' AND A CHORD OF N 30° 05' 08" W 234.281' TO (2152) A 5/8" REBAR AND CAP SET BEING IN THE WESTERLY LINE OF LUTZ AVENUE; THENCE WITH THE WESTERLY R/W LINE OF LUTZ AVENUE IN PART AND IN PART WITH WESLEY VILLAGE ASSOCIATES LIMITED PARTNERSHIP; THENCE WITH WESLEY VILLAGE ASSOCIATES LIMITED PARTNERSHIP THE FOLLOWING COURSE: S 55 ° 29' 06" E 333.652' TO (1205) A 5/8" REBAR AND CAP SET CORNER TO WESLEY VILLAGE ASSOCIATES LIMITED PARTNERSHIP AND CORNER TO HWA ENTERPRISES LIMITED PARTNERSHIP; THENCE WITH HWA ENTERPRISES LIMITED PARTNERSHIP IN PART AND IN PART WITH PILL

& PILL WV PARTNERSHIP THE FOLLOWING COURSE: S 39 ° 47' 49" W 159.240' TO (1215) A 5/8" REBAR AND CAP SET CORNER TO PILL & PILL WV PARTNERSHIP AND CORNER TO HARRY W. AIKENS; THENCE WITH HARRY W. AIKENS THE FOLLOWING COURSE: S 20° 42' 53" W 278.425' TO (2174) THE POINT OF BEGINNING CONTAINING 3.4920 ACRES AND BEING SUBJECT TO EASEMENTS OF RECORD AND IN EXISTENCE.

AND BEING the same real estate shown as that 3.492 acre tract upon the Plat of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 11, at Slide 95.

AND BEING a portion of the same property as was conveyed as "Tract One", by Guy R. Avey, Trustee, to Robert E. Lutz by that certain deed dated June 19, 1957, and recorded among the Berkeley County Land Records in Deed Book 205, at page 261. Robert E. Lutz died testate November 29, 1991, and by his Last Will and Testament, of record in the aforesaid County Clerk's office in Will Book 64, at page 371, he devised the real estate comprising the parcel described herein to Shirley E. Cole as Trustee for certain named charities, subject to the dower rights of his widow, Elizabeth T. Lutz. By deed dated July 14, 1994, of record in the aforesaid County Clerk's office in Deed Book 530, at page 385, Elizabeth T. Lutz conveyed her dower interest in the real estate comprising the parcel described herein to Shirley E. Cole as Executrix of the Estate and as Trustee of the Charitable Testamentary Trust.

This is **SUBJECT TO** the following covenants and restrictions, which covenants and restrictions shall be shall run with the land and be binding upon the Grantee and its successors in title:

(i) If outdoor garbage collection and removal is utilized on the premises, the garbage collection station shall be discreetly located and shall be landscaped and screened from view. Garbage collection stations shall meet the requirements of the West Virginia Division of Health.

(ii) Any building or any part thereof shall be erected on the premises in compliance with setback requirements and with County Planning Commission requirements as to setbacks, whichever is more restrictive.

(iii) Off street parking and loading space adequate to meet business needs and county planning regulations shall be provided on the premises.

(iv) Purchaser agrees that it will establish its own storm water management retention system within the borders of the property conveyed pursuant to this Agreement as may be

required by the Ordinances of any city or county planning commission or county commissioner having jurisdiction over the matter and to such extent so as not to burden the estate of any servient tract or parcel of land and retain the same on the property.

(v) The property shall not be used as a tavern for the sale of alcoholic beverages, provided that the same shall not prohibit the establishment of any restaurant or lodging facility which may serve alcoholic beverages; no mobile homes, trailers, temporary buildings, junked or used cars, shall be kept, stored, or installed upon the property, except that a construction trailer or trailers may be kept upon the property during the construction of any building upon said property during the period of construction and the same shall be removed immediately upon completion of said building.

(vi) No salvage operation for the salvage of motor vehicles or the salvage of any other type of tangible personal property shall be conducted on the premises.

(vii) No used car or junk car sales operation or other business using such vehicles shall be conducted on the premises.

(viii) The premises shall not be used by any person, firm or corporation engaged in the sale of new or used mobile homes or for the permanent to temporary parking of said mobile homes.

(ix) The Property shall not be used for industrial purposes including but not limited to blacksmith, welding, machine and other similar shops; carpet and rug cleaning plants; clothing and shoe manufacturer; laboratories, chemical, physical and biological; manufacturer and assembly of electrical appliances, electronics and communications equipment, professional, scientific and controlling instruments and photographic or optical products; manufacturer of musical instruments, novelties and molded rubber products, including the manufacturer, recapping and treating of tires; manufacturer of pottery or other similar ceramic products; manufacturing, combining, assembly or treatment of articles or merchandise from previously prepared materials such as bone, cloth, fur, cork, fiber, canvas, leather, cellophane, paper, glass, plastics, horn, stone, shells, tobacco, wax, textiles, yarns, wood and metals, including steel or other metals, light or heavy, mesh, pipe, rods, shapes, strips, wire or other similar component parts; manufacturing, compounding, processing, packaging or treatment of cosmetics, Pharmaceuticals; service stations; car washes; truck terminals and/or truck service centers; or warehouses; all uses customarily accessory and incidental to any principal prohibited use.

(x) The conveyed lands are subject to and the owner thereof shall be a mandatory member of the Unit Owners' Association known as R.E. Lutz Avenue Property Owners Association, Inc., to assure shared responsibility and control over rights-of-way, easements and other common areas and facilities. The land to which these covenants attach are bound by the Unit Owners' Association and the R.E. Lutz Avenue Maintenance Agreement

SUBJECT TO those certain utility easements and rights of way for utility service, distribution and transmission, including those which appear of record in the office of the Clerk of

the County Commission of Berkeley County, West Virginia and that twenty (20) foot utility easement running along the boundaries of the property herein conveyed as set forth upon the Plat(s) of record.

WITNESS the following signature(s) and seal(s):

ROBERT E. LUTZ CHARITABLE TRUST, GRANTOR

By: Shirley E. Cole, Trustee
Shirley E. Cole, Trustee (SEAL)

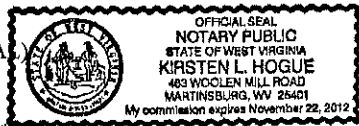
STATE OF WEST VIRGINIA
COUNTY OF MORGAN, to-wit:

I, Kirsten L. Hogue, a Notary Public in and for the above said County and State, do hereby certify that Shirley Cole, as Trustee of The Robert E. Lutz Charitable Trust, whose name is signed to the writing hereto annexed, bearing date the 27th day of June, 2005, has this day acknowledged the same before me in my said County and State.

Given under my hand this 27th day of June, 2005.

My commission expires: 11/22/12

(PLACE OF NOTARIAL SEAL)



Kirsten L. Hogue
NOTARY PUBLIC

DECLARATION OF CONSIDERATION OR VALUE

The true and actual value of the property transferred by the document to which this declaration is appended is, to the best of my knowledge and belief, \$261,900.00.

Signature: _____
Interest in Conveyance: _____
Address: _____

This instrument was prepared by
Tammy Mitchell Bittorf, Esquire
Trump & Trump, L.C.
307 Rock Cliff Drive
Martinsburg, WV 25401

BERKELEY COUNTY, WV
FILED
June 29, 2005 12:23:45
JOHN W. SMALL JR.
COUNTY CLERK
TRANSACTION NO: 2005024419
Transfer Tax: \$1,729.20

BOOK OF DEEDS
Book: 00802 Page: 00136



24426

802/141

THIS DEED, made and entered into this 27th day of June, 2005, by and between **The Robert E. Lutz Charitable Trust**, by its Trustee, **Shirley E. Cole**, party of the first part, **GRANTOR**, and **BLUE WATER, LLC**, a West Virginia Limited Liability Company, party of the second part, **GRANTEE**.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged, and for other good and valuable consideration, receipt of which is also hereby acknowledged by the said first parties, the parties of the first part do hereby grant, bargain, sell and convey to the parties of the second part, with covenants of general warranty and free from all liens and encumbrances, excepting rights-of-way for public roads and utilities for domestic service, all that certain parcel of real estate, together with all the rights, rights-of-way, easements, privileges, improvements and appurtenances belonging thereto, situate in **Opequon District, Berkeley County**, West Virginia, more particularly described as follows:

BEGINNING AT (2623) A 5/8" REBAR AND CAP SET BEING IN THE SOUTHERLY R/W LINE OF MERIDIAN DRIVE AND CORNER TO THE GRIDLEY GROUP, LLC.; THENCE WITH THE GRIDLEY GROUP, LLC. THE FOLLOWING COURSE: S 22° 15' 51" W 277.690' TO (2622) A 5/8" REBAR AND CAP FOUND CORNER TO THE GRIDLEY GROUP, LLC. AND CORNER TO HOSSEIN SADEGHZADEH; THENCE WITH HOSSEIN SADEGHZADEH THE FOLLOWING COURSE: S 24° 58' 10" W 480.620' TO (2034) A 5/8" REBAR AND CAP FOUND CORNER TO HOSSEIN SADEGHZADEH AND CORNER TO CLEARANCE B. PENNINGTON, JR.; THENCE WITH CLEARANCE B. PENNINGTON, JR. THE FOLLOWING COURSE: S 43° 51' 35" W 235.836' TO (2032) A 5/8" REBAR AND CAP FOUND CORNER TO CLEARANCE B. PENNINGTON, JR. AND IN THE LINE OF MHT LIMITED PARTNERSHIP; THENCE WITH MHT LIMITED PARTNERSHIP THE FOLLOWING COURSE: N 46° 15' 39" W 61.542' TO (170) A 5/8" REBAR AND CAP FOUND CORNER TO MHT LIMITED PARTNERSHIP, CORNER TO SHENANDOAH CONSTRUCTION MANAGEMENT, LLC. (PARCEL 3.1) AND CORNER TO SHENANDOAH CONSTRUCTION MANAGEMENT, LLC. (PARCEL 3); THENCE WITH SHENANDOAH CONSTRUCTION MANAGEMENT, LLC. (PARCEL 3) THE FOLLOWING COURSE: N 46° 12' 05" W 739.726' TO (2676) A 5/8" REBAR AND CAP SET CORNER TO SHENANDOAH CONSTRUCTION MANAGEMENT, LLC. (PARCEL 3) AND BEING IN THE EASTERLY R/W LINE OF THE CSX RAILROAD; THENCE WITH THE EASTERLY R/W LINE OF THE CSX RAILROAD THE FOLLOWING COURSE: ON A CURVE TO THE LEFT HAVING A RADIUS OF 4674.578', AN ARC LENGTH OF 1859.708' AND A CHORD OF N 30° 18' 20"

E 1847.468' TO (681) A 5/8" REBAR AND CAP FOUND BEING IN THE EASTERLY R/W LINE OF THE CSX RAILROAD AND CORNER TO HOFFMASTER HOUSES, INC. PARTNERSHIP; THENCE WITH HOFFMASTER HOUSES, INC. PARTNERSHIP THE FOLLOWING COURSE: S 67° 32' 35" E 295.177' TO (16) A 5/8" REBAR AND CAP FOUND CORNER TO HOFFMASTER HOUSES, INC. PARTNERSHIP AND BEING IN THE WESTERLY R/W LINE OF LUTZ AVENUE; THENCE WITH THE WESTERLY R/W LINE OF LUTZ AVENUE THE FOLLOWING COURSES: S 14° 24' 32" W 429.646' TO (2188) A 5/8" REBAR AND CAP SET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 970.000', AN ARC LENGTH OF 375.954' AND A CHORD OF S 25° 30' 45" W 373.605' TO (2187) A 5/8" REBAR AND CAP SET S 36° 36' 57" W 290.672' TO (1873) A 5/8" REBAR AND CAP SET BEING IN THE WESTERLY R/W LINE OF LUTZ AVENUE AND BEING IN THE SOUTHERLY R/W LINE OF MERIDIAN DRIVE; THENCE WITH THE SOUTHERLY R/W LINE OF MERIDIAN DRIVE THE FOLLOWING COURSES: S 53° 23' 03" E 196.604' TO (2173) A 5/8" REBAR AND CAP SET ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.000', AN ARC LENGTH OF 146.649' AND A CHORD OF S 61° 18' 40" E 146.182' TO (2623) THE POINT OF BEGINNING CONTAINING 23.6839 ACRES

AND BEING the same real estate shown as that 23.6839 acre tract upon the Plat of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 11, at Slide 95.

AND BEING a portion of the same property as was conveyed as "Tract One", by Guy R. Avey, Trustee, to Robert E. Lutz by that certain deed dated June 19, 1957, and recorded among the Berkeley County Land Records in Deed Book 205, at page 261. Robert E. Lutz died testate November 29, 1991, and by his Last Will and Testament, of record in the aforesaid County Clerk's office in Will Book 64, at page 371, he devised the real estate comprising the parcel described herein to Shirley E. Cole as Trustee for certain named charities, subject to the dower rights of his widow, Elizabeth T. Lutz. By deed dated July 14, 1994, of record in the aforesaid County Clerk's office in Deed Book 530, at page 385, Elizabeth T. Lutz conveyed her dower interest in the real estate comprising the parcel described herein to Shirley E. Cole as Executrix of the Estate and as Trustee of the Charitable Testamentary Trust.

This is **SUBJECT TO** the following covenants and restrictions, which covenants and restrictions shall be shall run with the land and be binding upon the Grantee and its successors in title:

(i) If outdoor garbage collection and removal is utilized on the premises, the garbage collection station shall be discreetly located and shall be landscaped and screened from view. Garbage collection stations shall meet the requirements of the West Virginia Division of Health.

(ii) Any building or any part thereof shall be erected on the premises in compliance with setback requirements and with County Planning Commission requirements as to setbacks, whichever is more restrictive.

(iii) Off street parking and loading space adequate to meet business needs and county planning regulations shall be provided on the premises.

(iv) Purchaser agrees that it will establish its own storm water management retention system within the borders of the property conveyed pursuant to this Agreement as may be required by the Ordinances of any city or county planning commission or county commissioner having jurisdiction over the matter and to such extent so as not to burden the estate of any servient tract or parcel of land and retain the same on the property.

(v) The property shall not be used as a tavern for the sale of alcoholic beverages, provided that the same shall not prohibit the establishment of any restaurant or lodging facility which may serve alcoholic beverages; no mobile homes, trailers, temporary buildings, junked or used cars, shall be kept, stored, or installed upon the property, except that a construction trailer or trailers may be kept upon the property during the construction of any building upon said property during the period of construction and the same shall be removed immediately upon completion of said building.

(vi) No salvage operation for the salvage of motor vehicles or the salvage of any other type of tangible personal property shall be conducted on the premises.

(vii) No used car or junk car sales operation or other business using such vehicles shall be conducted on the premises.

(viii) The premises shall not be used by any person, firm or corporation engaged in the sale of new or used mobile homes or for the permanent to temporary parking of said mobile homes.

(ix) The Property shall not be used for industrial purposes including but not limited to blacksmith, welding, machine and other similar shops; carpet and rug cleaning plants; clothing and shoe manufacturer; laboratories, chemical, physical and biological; manufacturer and assembly of electrical appliances, electronics and communications equipment, professional, scientific and controlling instruments and photographic or optical products; manufacturer of musical instruments, novelties and molded rubber products, including the manufacturer, recapping and treating of tires; manufacturer of pottery or other similar ceramic products; manufacturing, combining, assembly or treatment of articles or merchandise from previously prepared materials such as bone, cloth, fur, cork, fiber, canvas, leather, cellophane, paper, glass, plastics, horn, stone, shells,

tobacco, wax, textiles, yarns, wood and metals, including steel or other metals, light or heavy, mesh, pipe, rods, shapes, strips, wire or other similar component parts; manufacturing, compounding, processing, packaging or treatment of cosmetics, Pharmaceuticals; service stations; car washes; truck terminals and/or truck service centers; or warehouses; all uses customarily accessory and incidental to any principal prohibited use.

(x) The conveyed lands are subject to and the owner thereof shall be a mandatory member of the Unit Owners' Association known as R.E. Lutz Avenue Property Owners Association, Inc., to assure shared responsibility and control over rights-of-way, easements and other common areas and facilities. The land to which these covenants attach are bound by the Unit Owners' Association and the R.E. Lutz Avenue Maintenance Agreement

SUBJECT TO those certain utility easements and rights of way for utility service, distribution and transmission, including that easement and right of way granted to Opequon Public Service District which appears of record in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 217, at Page 586, and as shown upon the Plat(s) hereof.

WITNESS the following signature(s) and seal(s):

ROBERT E. LUTZ CHARITABLE
TRUST, GRANTOR

By: Shirley E. Cole, Trustee
Shirley E. Cole, Trustee (SEAL)

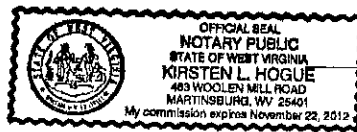
STATE OF WEST VIRGINIA
COUNTY OF MORGAN, to-wit:

I, Kristen L. Hogue, a Notary Public in and for the above said County and State, do hereby certify that Shirley Cole, as Trustee of The Robert E. Lutz Charitable Trust, whose name is signed to the writing hereto annexed, bearing date the 27th day of June, 2005, has this day acknowledged the same before me in my said County and State.

Given under my hand this 27th day of June, 2005.

My commission expires: 11/22/12

(PLACE OF
NOTARIAL SEAL)



Kristen L. Hogue
NOTARY PUBLIC

DECLARATION OF CONSIDERATION OR VALUE

The true and actual value of the property transferred by the document to which this declaration is appended is, to the best of my knowledge and belief, **\$1,776,292.50.**

Signature: _____
Interest in Conveyance: _____
Address: _____

This instrument was prepared by
Tammy Mitchell Bittorf, Esquire
Trump & Trump, L.C.
307 Rock Cliff Drive
Martinsburg, WV 25401

BERKELEY COUNTY, WV
FILED
June 29, 2005 12:33:12
JOHN W. SMALL JR.
COUNTY CLERK
TRANSACTION NO: 2005024426
Transfer Tax: \$11,724.90
BOOK OF DEEDS
Book: 00802 Page: 00141



David T.
Michele Keller
11/28/93

441

506/505

R. E. LUTZ AVENUE MAINTENANCE AGREEMENT

THE R. E. LUTZ AVENUE MAINTENANCE AGREEMENT ("Agreement") is made this 22nd day of January, 1993 by Shirley E. Cole, Executrix of the Estate of Robert E. Lutz, deceased, and Elizabeth T. Lutz, widow ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property situate in Opequon District, Berkeley County, West Virginia, more particularly described hereinafter, and desires to create thereon various Lots fronting upon a 50' wide easement therein known as Lutz Avenue, and any the extensions thereto, also more particularly described hereinafter; and

WHEREAS, Developer desires to provide for the maintenance, including snow removal, of said Lutz Avenue and any other common amenities attendant thereto or extensions thereof, and to this end, desires to subject the real property described hereinafter to the assessments, easements, charges and liens hereinafter set forth; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the said Lutz Avenue, any amenities thereto and extensions thereof, to create an association to which shall be delegated and assigned the powers of maintaining and administering said Lutz Avenue, enforcing the covenants and restrictions contained in each deed of conveyance of the various Lots fronting along and using the said Lutz Avenue, which said covenants and restrictions are incorporated herein by reference, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of West Virginia as a non-profit, non-stock corporation, "The R. E. Lutz Avenue Property Owners Association, Inc.," for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described hereinafter is and shall be held, transferred, sold, conveyed and occupied subject to the easements, charges and liens hereinafter set forth, which shall run with the land.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Agreement shall have the meanings assigned:

- (a) "Association" shall mean and refer to The R. E. Lutz Avenue Property Owners Association, Inc.,
- (b) "Existing Property" shall mean and refer to all such existing properties as are subject to this Agreement as described hereinbelow.
- (c) "Roads and Other Common Facilities" shall mean Lutz Avenue and any extensions thereto or amenities installed, or to be installed therewith, including but not limited to shoulders and lighting fixtures, drainage ditches and channels, culverts and drains.

ATTO R. HARRIS KC SPENCER W. S. V. HOLLIS N. 974865 92

(d) "Lot" shall mean and refer to any tract or plot of land, except Roads and Other Common Facilities, as shown upon any recorded subdivision plat of the Existing Property.

ARTICLE II
PROPERTIES SUBJECT TO THIS AGREEMENT

Section 1. Existing Property.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Agreement and which constitutes the Existing Property, is located adjacent to and southwest of W. Va. Highway 9, in Opequon District, Berkeley County, West Virginia, and is comprised of all real estate subdivided or hereafter subdivided by Developer located along Lutz Avenue, and any extensions thereof, which real property was conveyed to R. E. Lutz from Guy R. Avey, Jr., Trustee, by Deed dated June 19, 1957 and recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia in Deed Book 205 at page 261. R. E. Lutz died testate November 29, 1991 and by his Will of record in the aforesaid Clerk's office in Will Book 64 at page 371, he empowered his Executrix, Shirley E. Cole, to sell his real estate.

Subject to the provisions for membership in the Association and other terms hereof, the Existing Property shall not include the following out-conveyances from the afore-described real estate:

(1) that 0.5000 acre Lot more particularly shown on that certain plat drawn by P. C. DiMagno, Engineers - Surveyors, dated November 4, 1991 and attached to that deed dated January 24, 1992, from Developer to Harry W. Aikens, et al., recorded in the aforesaid Clerk's office in Deed Book 492 at page 5;

(2) that 0.6211 acre parcel as more particularly shown on that certain plat attached to and made a part of the Deed dated July 27, 1989 from Robert E. Lutz, et al., to Harry W. Aikens, recorded in the aforesaid Clerk's office in Deed Book 452 at page 433.

(3) that 12.1628 acre parcel as more particularly shown on that certain plat attached to and made a part of the Deed dated July 27, 1989 from Robert E. Lutz, et al., to HWA Enterprises Limited Partnership, recorded in the aforesaid Clerk's office in Deed Book 452 at page 437.

Section 2. Additions to Existing Property. Additional land may become subject to this Agreement if annexed by the Developer. Additional property annexed to the Existing Property pursuant to this Section shall subject the owners thereof to Association membership, other obligations and assignments as hereinafter provided.

Section 3. Plat Amendment. Developer reserves the right to create Lots within the Existing Property and to extend Lutz Avenue; provided that no change shall be made which shall alter the shape of or access to any Lot which has been sold.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of fee, or undivided fee, interest in any Lot which is subject by this Agreement to assessment by the Association, including the owner(s) of any future Lots annexed to the Existing Property or created within the Existing Property in accordance with this Agreement, shall be a Member of the Association, provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. The afore-

described out-conveyances under Article II, Section 1 (1) and (2), hereinabove, while excepted from the provisions of this instrument, may be subject to the terms hereof at the option of the owners of said out-conveyances upon majority vote of the members of the Association. In such event, an instrument shall be placed of record signed by the owners of said out-conveyances adopting the provisions hereof, which document shall set forth the acceptance by the Association and the Developer of said out-conveyances as a part of the Existing Properties subject to all the rights, privileges, obligations and assessments herein set forth.

Section 2. Voting Rights. The Association shall have two classes of voting membership, which shall, except for the distinctions set forth herein, be equal in all respects.

Class A. Class A members shall be all those Lot owners with the exception of the Developer. Class A members are entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot, each of such persons or entities shall be a member, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect any such Lot. The owners of any additional lands annexed to the Existing Property as hereinbefore provided shall be Class A members.

Class B. Class B membership shall be limited to the Developer. The Class B member shall be entitled to three votes for each acre held by Developer in the Existing Properties. The Class B membership shall cease when the Developer no longer owns acreage in the Existing Property or any annexed property as aforesaid. Notwithstanding anything herein to the contrary, in the event Developer leases any acreage in the Existing Properties, Developer's voting rights as to such leased acreage shall revert to Class A for the duration of the lease, such that Developer shall be permitted to one vote for each such lot leased.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Every member of the Association, including Developer and Developer's assigns, shall have a right and easement of enjoyment in and to the Roads and Other Common Facilities. A right of use of same and like easement shall be appurtenant to and shall pass with the title to every Lot. Developer reserves an easement to erect sales signs with the Existing Property in locations chosen by Developer, save for within the bounds of any Lot sold. An easement to extend Lutz Avenue or to construct amenities thereto within the Existing Property is also reserved by Developer and is assignable at Developer's discretion. The use of the Roads and Other Common Facilities is expressly assignable by the Developer to the future owners of any Lots created by Developer within the Existing Properties and to the future owners of any Lots created upon an annexation of any additional real estate.

Section 2. Title to Roads and Other Common Facilities. The Developer hereby dedicates the use of the Roads and Other Common Facilities to the Association, subject to Developer's rights to construct amenities thereto and further extend Lutz Avenue, and further subject to the reservations and provisions reserving easements contained elsewhere herein and in the deeds of conveyance to specific Lots within the Existing Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Developer to dedicate or transfer all or any part of, or any interest in, the Road and Other Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as Developer may agree to in Developer's sole discretion.

LAW OFFICE OF HARRISON W. SPENCER & W. SCOTT SMITH, P.C. 974563-97

**ARTICLE V
MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Including the Developer, each owner of any Lot or acreage in the Existing Property, or in any property annexed to the Existing Property as hereinbefore provided, by acceptance of a deed for such property, shall be deemed to covenant and agree to pay to the Association the annual assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with legal interest thereon and the cost of collection thereof, shall also be the personal obligation of each person or entity who was the owner of such property when the assessment fell due.

Section 2. Assessment and Obligations. The owner(s) of each Lot shall remit to the Association an annual maintenance assessment in an amount proportional to the front footage of Lutz Avenue, and any future extensions thereof, bordering their respective Lot. This obligation of assessment shall apply to Developer as to unsold or unleased real estate within the Existing Property. The Association shall be solely responsible for the maintenance, including snow removal, of the Roads and Other Common Facilities, from the date hereof.

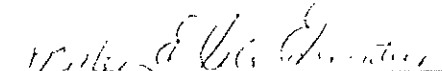
Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance, including snow removal, of the Roads and Other Common Facilities as defined hereinabove. Such assessments may be expended specifically to include, but are not limited to, the payment of taxes, insurance and expenses for said Roads and Other Common Facilities.

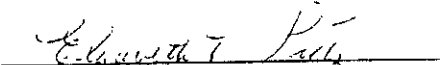
Section 4. Duration of Annual Assessments. The Lot owners' obligations to remit assessments for maintenance and repair of said Roads and Other Common Facilities shall remain only so long as they own the real estate. Said assessments shall continue until the repair and maintenance of Roads and Other Common Facilities is accepted by some public authority. Developer reserves the right to convey the Roads and Other Common Facilities to the Association, at which time Developer's voting rights, membership in the Association and assessment obligations shall cease.

ARTICLE VI

Section 1. Enforcement of Covenants. The rights, reservations, restrictions and covenants contained in each deed of conveyance to individual Lots within the Existing Properties as established by Developer are incorporated herein by reference and are enforceable by either Developer or the Association in accordance with their terms.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on and for the day and year first above written.

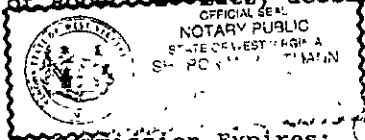

Shirley E. Cole, Executrix of
the Estate of Robert E. Lutz,
deceased


Elizabeth T. Lutz

STATE OF WEST VIRGINIA

COUNTY OF BERKELEY, To-wit:

The foregoing instrument was acknowledged before me this 22nd day of January, 1993, by Shirley E. Cole, Executrix of the Estate of Robert E. Lutz, deceased and Elizabeth T. Lutz, widow.



[Signature]
Notary Public

This instrument was prepared by M. Shannon Brown, Esq., Bowles Rice McDavid Graff & Love, P. O. Drawer 1419, Martinsburg, WV 25401.

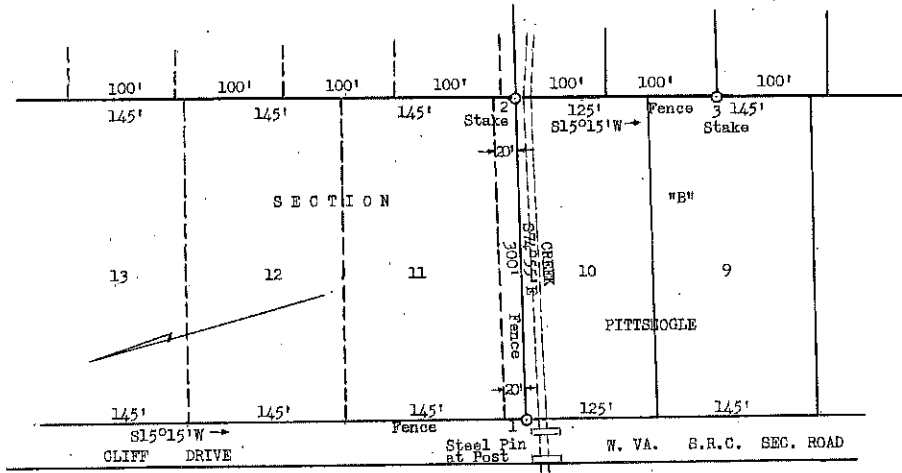
108518

DATE	Jan 22 1993
TIME	2:25 PM
BY	Shirley E. Cole, Executrix
	Elizabeth T. Lutz, widow
	M. Shannon Brown
PREPARED BY	M. Shannon Brown
CHARGE	50¢
	50¢
	4.50

441

DEED BOOK No. 217

BERKELEY COUNTY, W. VA.



State of West Virginia,

County of Berkeley,

ss:

Mar. 2, 1962

This Right of Way with Plat dated Nov. 19, 1961 from Paul W. Pittsnogle, al, to Opequon Public Service Dist., was produced in this office & admitted to record at 3:30 P. M.

Teste: E. C. Dunham, Clerk County Court of Berkeley County, West Va.

#408

R. E. Lutz, ux

217/586

Right-of-Way with Plat

Opequon Public Service Dist.

Recorded Mar. 2, 1962

THIS RIGHT OF WAY AGREEMENT, made and entered into on this the 22nd day of February, 1962, by and between R. E. Lutz and S. Virginia Lutz, his wife, as grantors, and Opequon Public Service District, a Public Corporation, as grantees, W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged by the said grantors, the said grantors do hereby grant to the said grantee, its successors or assigns, a right of way over, in, upon or along the real estate owned by, or in which an interest is owned by, the said grantors, situate in Opequon District of Berkeley County, West Virginia, which said right of way is more particularly described as follows:

"Beginning at a point in the line fence between the grantors and the lands of Hesse, a scaled distance of 1520 feet, S 30° 30' W, along the line of the said Hesse, from the centerline of West Virginia State Route No. 9, the said point lying immediately to the northward of an old fence corner and a scaled distance of 1470 feet from the original corner in the line of A. J. and Harrison Thomas; thence running by a line passing 105 feet southward of the dwelling house upon the lands of the grantors and continuing to the line of the Baltimore & Ohio Railroad at a point, a scaled distance of 5280 feet southward of the Warm Spring Crossing", as shown upon annexed plat.

BEING A PART of the real estate conveyed to R. E. Lutz by a deed dated the 19th day

BERKELEY COUNTY, W. VA.

of June, 1957 from Guy R. Avey, Jr. Trustee, which said deed is recorded in the office of the Clerk of the County Court of Berkeley County, West Virginia, in Deed Book No. 205, Page 161, and this grant of right of way is made FOR THE FOLLOWING USES AND PURPOSES AND NONE OTHER, that is for the purpose of constructing, operating and maintaining a water distribution system main line, including all usual or necessary outlets, valves, meters, fixtures or attachments, including further such access as may be necessary to the maintenance thereof, and SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

1. The said grantee shall be responsible for any damages done to fences, crops, livestock, buildings or personal property of the said grantors which may be inflicted or caused by such maintenance, repairs or operations after the initial installation of the said water main line, but waiving any claim for reimbursement by the said grantors unless notice of the occurrence of such damage be given to the grantee within 60 days after such occurrence.

2. The grantee, its agents, contractors or employees may rough-grade irregular terrain to establish an evenness of pipe installation, but shall remove stone or such residue of installation or maintenance of such size as to interfere with tillage or agricultural utilization of the land, either by excavation and re-covering on the site or other disposal.

3. The grantee shall hold the grantors harmless from any loss or damage done to crops or livestock owned by share or leasehold tenant of the grantors by reason of such installation and/or maintenance as aforesaid.

WITNESS our signatures and seals:

R. E. Lutz L. S.
S. Virginia Lutz L. S.

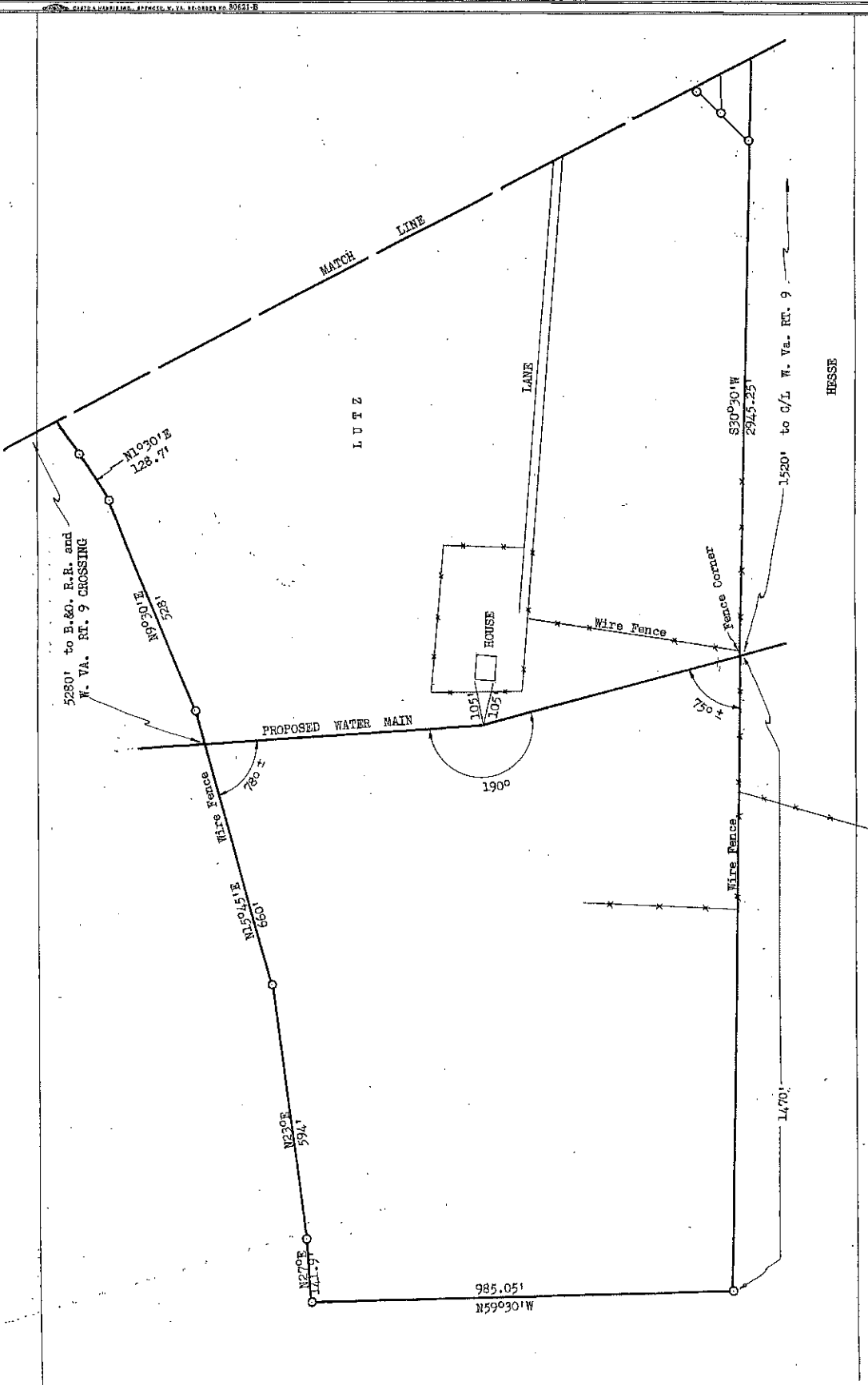
STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

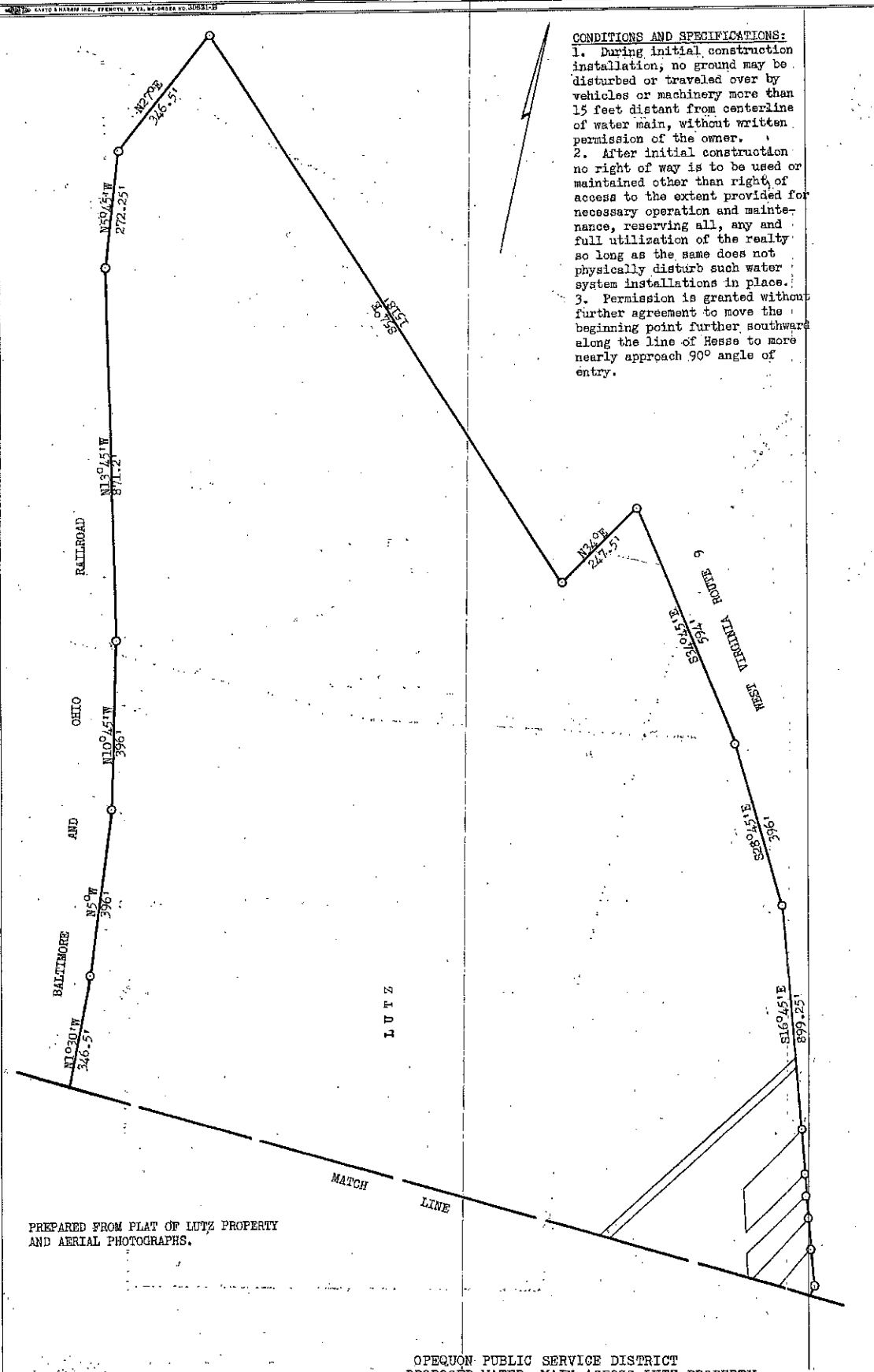
I, Ethel Maia Sprinkle, a Notary Public in and for the said County and State, do hereby certify that R. E. Lutz and S. Virginia Lutz, his wife, whose names are signed to the foregoing right of way agreement, have acknowledged the same before me in my said County and State.

Given under my hand this 1st day of March, 1962.

Ethel Maia Sprinkle
Notary Public

My commission expires: October 6, 1962.





CONDITIONS AND SPECIFICATIONS:

1. During initial construction installation, no ground may be disturbed or traveled over by vehicles or machinery more than 15 feet distant from centerline of water main, without written permission of the owner.
2. After initial construction no right of way is to be used or maintained other than right of access to the extent provided for necessary operation and maintenance, reserving all, any and full utilization of the realty so long as the same does not physically disturb such water system installations in place.
3. Permission is granted without further agreement to move the beginning point further southward along the line of Hesse to more nearly approach 90° angle of entry.

PREPARED FROM PLAT OF LUTZ PROPERTY AND AERIAL PHOTOGRAPHS.

OPEQUON PUBLIC SERVICE DISTRICT
 PROPOSED WATER MAIN ACROSS LUTZ PROPERTY
 Scale 1" = 200' February 1962

DEED BOOK No. 217
BERKELEY COUNTY, W. VA.

State of West Virginia,
County of Berkeley,

ss: Mar. 2, 1962

This Right-of-Way with Plat dated Feb. 22, 1962 from R. E. Lutz, ux to Opequon Public Service Dist., was produced in this office & admitted to record at 3:30 P. M.
Teste: E. C. Dunham, Clerk County Court of Berkeley County, West Va.

#409 *Mailed to James J. Buchanan, 3000 ... 3/11/62*
Kent Washington of West Virginia

Lease
The Grand Union Company
Recorded Mar. 2, 1962

THIS INDENTURE, made as of the 4th day of January, 1962, between KENT WASHINGTON OF WEST VIRGINIA, INC., a West Virginia Corporation, having an office at Suite 100, 729 15 Street N. W., Washington 5, D. C., hereinafter referred to as the "Landlord",

AND THE GRAND UNION COMPANY, having its principal office at 100 Broadway, East Paterson, New Jersey, hereinafter referred to as the "Tenant",

WITNESSETH: 1. The Landlord, as lessor, and the Tenant, as lessee, have this day entered into a lease of certain store premises and the use of certain parking areas in conjunction therewith, all of which are or will be constructed on lands owned by the Landlord and located on the westerly side of North Queen Street (US Route 11) approximately 500 feet north of the northerly side of Dailey Street, Martinsburg, County of Berkeley and State of West Virginia.

2. Said lease sets forth the names and addresses of said parties thereto.

3. The term of said lease is twenty (20) years commencing on April 1, 1963 and ending on March 31, 1983.

4. The Tenant has a right to extend said term for three (3) successive periods of five (5) years each. The maximum date to which this lease may be extended is March 31, 1998. With respect to the date or dates on which such rights of extension are exercisable, said lease provides:

"Unless the Tenant shall have given the Landlord at least 120 days written notice that it will not renew this lease at its expiration or at the expiration of any renewal period, it shall be considered as having elected to avail itself, from time to time, of the next renewal option open to it, without further notice, to the Landlord."

IN WITNESS WHEREOF, the parties hereto have executed or caused this indenture to be executed as of the day and year first above written, for the purpose of providing an instrument for recording.

(Corporate Seal)

KENT WASHINGTON OF WEST VIRGINIA, INC.

Attest: Isadore Parzon
Asst. Secretary

(Landlord) by James Juliano L. S.
President

Attest: E. H. Crawford
Assistant Secretary
(Corporate Seal)

THE GRAND UNION COMPANY
(Tenant) By E. R. Silvers, Jr. L. S.
Vice President

DISTRICT OF COLUMBIA, ss.

I, a notary of said District do certify that James Juliano, who signed the writing above (or hereto annexed) bearing the date the 4th day of January, 1962, for Kent Washington of West Virginia, Inc. has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 4th day of January, 1962.

My commission expires the ___ day of ___, 19__.

(Notary's Seal)

Katherine K. Bucher
Notary Public

KATHERINE K. BUCHER
Notary Public
My Comm. Expires Aug. 31, 1963

My commission expires Aug. 31, 1963.

RELEASED
No. 33
Page 3

19489

953/356

RIGHT-OF-WAY AGREEMENT
(Distribution - Maryland/West Virginia)

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, Blue Water LLC

the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY (dba Allegheny Power), a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way twenty feet (20) wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in Martinsburg District of Berkeley County, State of West Virginia,

acquired by me/us from The Robert E Lutz Charitable Trust by deed dated the 27th day of June 2005, of record in Deed Book No. 802 Page 141 of the land records of Berkeley County, State of West Virginia together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system and easement to be located as indicated on Company's Drawing No. blanket r/w, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

Over, along, upon, across, and under all streets, roads, alleys, interior and exterior lot lines as known or to be developed in the future in that subdivision known as MERIDIAN POINT. Said easement to be ten feet wide along all front, side, and rear lot lines, and twenty feet wide on lot lines lying in the perimeter of said subdivision. When the Company is required to install it's facilities outside of this dedicated right of way because of grading, slopes, swale ditches, water meters, sewer pumps, water & sewer lines or any other physical obstacles, the easement is expanded to cover an additional twenty (20) foot wide easement with the installed facilities being the centerline of said easement This Agreement does not replace, alter, or dismiss provisions of any existing Right of Way Agreement on file.

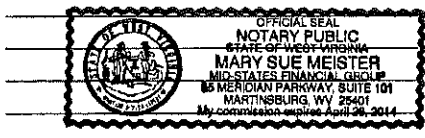
and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to fences, crops, and livestock caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 4th day of MARCH in the year 2010.

GRANTORS:

Blue Water LLC
BEB Enterprises
ST Meridian Point #101
Member



State of West Virginia County of Berkeley to-wit:

I hereby certify that on this 4th day of March, 2010 before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas L. Burke

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of one dollar.

My Commission Expires April 26, 2014 Mary Sue Meister (NOTARY PUBLIC)

Return to: Cathy Wallace
Allegheny Power
10802 Bower Avenue
Williamsport, MD 21795

State of _____ County of _____ to-wit:
I hereby certify that on this _____ day of _____ before me, a
(MONTH/YEAR)
Notary Public in and for the State and County aforesaid, personally appeared _____

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of _____

My Commission Expires _____ (NOTARY PUBLIC)

MARYLAND CERTIFICATION

This instrument was prepared by the undersigned, an employee of Allegheny Power, a party to the above instrument.

(EMPLOYEE) (TITLE)

**DECLARATION OF CONSIDERATION
(West Virginia)**

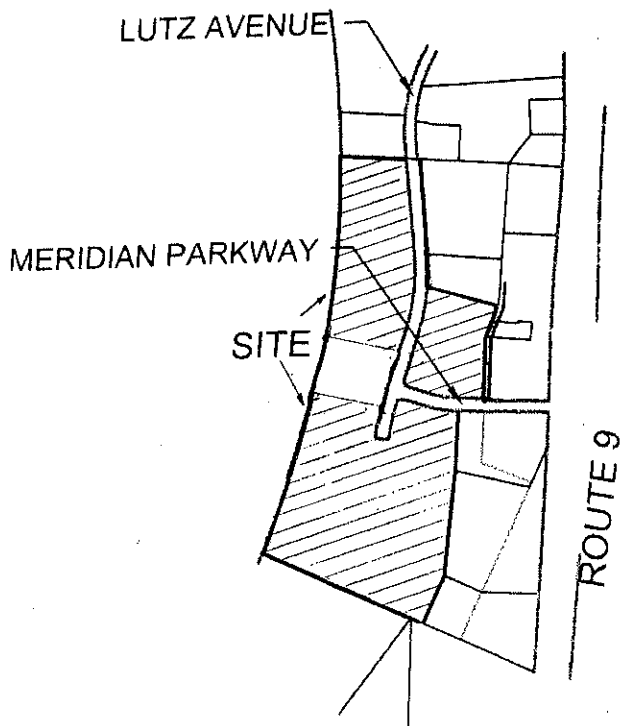
The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:

The cost being less than One Hundred Dollars (\$100).

Executed this 8th day of MARCH 2010
By Donald L. Fishel
(RIGHT-OF-WAY SOLICITOR)

This instrument prepared by D. L. Fishel under the direction of Edward G. Kennedy, Attorney for Allegheny Power.

COUNTY LAND RECORDS	Name _____	RIGHT-OF-WAY
	Line _____	
	WBS Element/Internal Order _____	
	Company _____	
	Service Center _____	
	State _____ County _____	
	Date _____	



BERKELEY COUNTY, WV
FILED
May 06, 2010 15:48:52
JOHN W. SMALL JR.
COUNTY CLERK
TRANSACTION NO: 2010019489
BOOK OF DEEDS
Book: 00953 Page: 00356



VICINITY MAP

1" = 1000'

35044

930/674

THIS DEED, made and entered into this June 30th, 2009, by and between Blue Water, LLC, a West Virginia limited liability company, party of the first part and hereinafter referred to as GRANTOR, and Schewel-Charles Town, General Partnership, a Virginia general partnership, party of the second part and hereinafter referred to as GRANTEE.

WITNESSETH: That for and in consideration of the sum of Six Hundred Eighty-Five Thousand and 00/100 Dollars (\$685,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell, and convey, and by these presents has granted, bargained, sold, and conveyed, unto the said Grantee, in fee simple, with covenants of general warranty, all of the following-described realty, together with its improvements and appurtenances, situate, lying and being in Martinsburg District, Berkeley County, West Virginia, and more particularly described as follows:

"That certain parcel containing 2.0582 acres, as more fully depicted on that Final Plat prepared for Blue Water, LLC, dated May 8, 2009, drawn by Pascal C. DiMagno, WV PS # 1803, P.C. DiMagno Engineers-Surveyors, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 14, at page 160.

Subject to and together with those certain non-exclusive rights-of-way easements, for ingress and egress, to and from any public road over Lutz Avenue or Meridian Drive, also known as Meridian Parkway, as depicted upon the several plats describing such roads recorded in the aforesaid Clerks Office.

Subject to reservation of the following-described, exclusive easements for the benefit of Grantor, its successors and assigns, as shown and described on that certain Plat of Survey, dated June 9th, 2009, drawn by Daniel F. Llewellyn, WVLLS, a copy of which is appended hereto as "Exhibit A:"

- a. Existing 20' Sanitary Sewer Easement;
- b. Existing 20' Drainage Easement; AND
- c. Drainage Easement (3,930 SF).

Further subject to and together with the following-described non-exclusive easements as more-particularly described on the above-referenced Plat:

- a. Grading/Drainage Easement (28,121 SF);
- b. Grading Easement (3,435 SF);
- c. 20' Access Easement (1,248 SF);
- d. 30' Access/Sanitary Sewer Easement (10,220 SF); AND

e. Grading Easement (15,522 SF).”

AND BEING part of the same real estate conveyed to Blue Water, LLC by Deed dated June 27th, 2005 from The Robert E. Lutz Charitable Trust, by its Trustee, Shirley E. Cole and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 802, at Page 141.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned Grantor hereby declares, under penalty of fine and imprisonment as provided by law, that the total value or consideration paid for the realty conveyed herein is \$685,000.00; and that Grantor is a resident entity of the State of West Virginia, and therefore exempt from the requirement of withholding tax under WV Code 11-21-71(b).

Blue Water, LLC

By: [Signature]

Its: Member

Blue Water, LLC

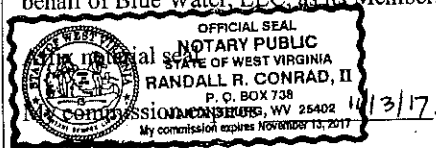
By: [Signature]

Its: MEMBER

STATE OF WEST VIRGINIA
COUNTY OF Berkeley, to-wit:

Acknowledged before me June 30th, 2009 by Thomas Burke, on

behalf of Blue Water, LLC, as its Member.



[Signature]
Notary Public

STATE OF WEST VIRGINIA
COUNTY OF Berkeley, to-wit:

Acknowledged before me June 30th, 2009 by Wayne Palkovic, on



behalf of Blue Water, LLC, as its Member.

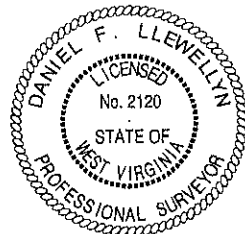
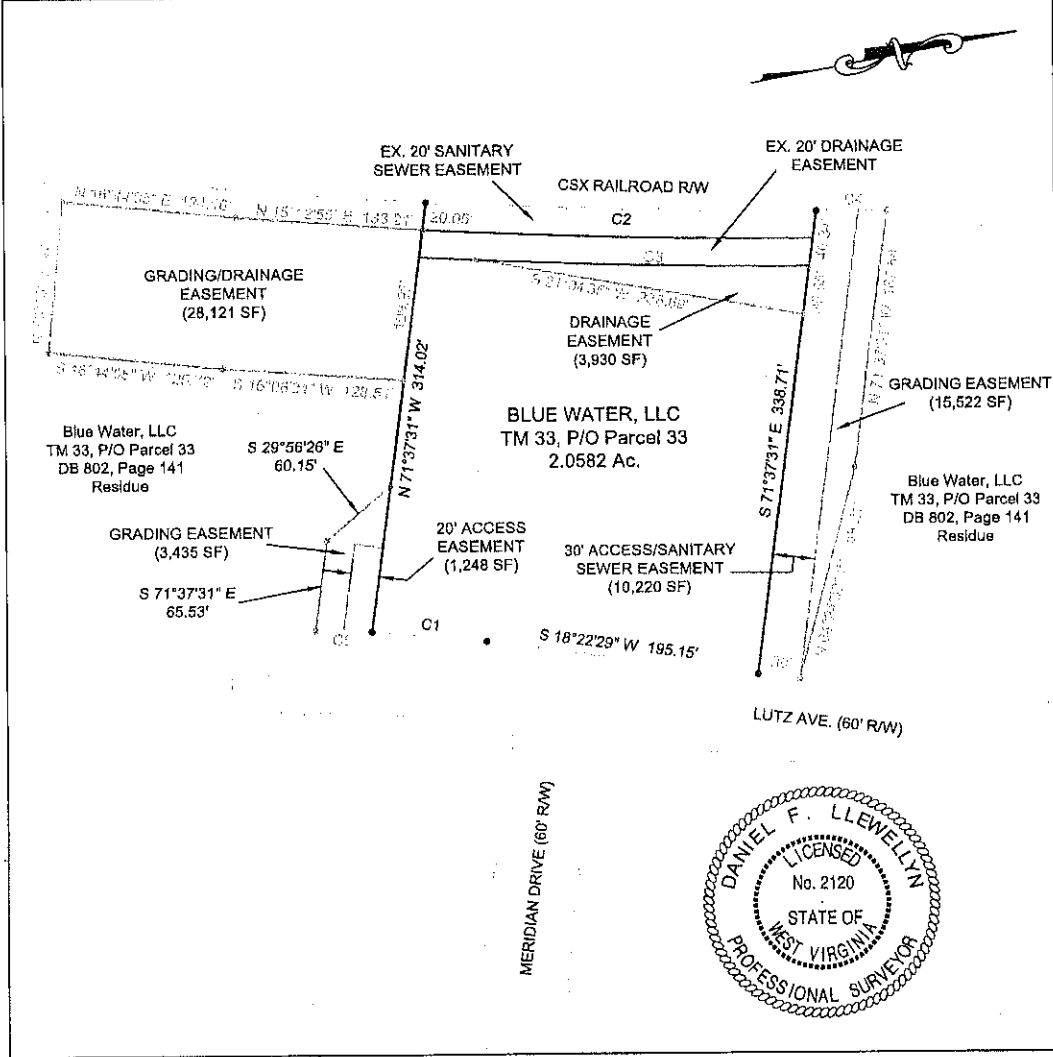
[Signature]
Notary Public


This document prepared by Randall R. Conrad, II, Esquire, THE CONRAD LAW FIRM, L.C., 55 Meridian Parkway, Suite 103, Martinsburg, WV 25401. (File #24691)

After recording, return to Schewel-Charles Town, General Part. at P.O. Box 6120, Lynchburg, VA 24505.

"Exhibit A"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1030.00'	81.94'	81.92'	S 16°05'44" W	04°33'29"
C2	4674.58'	278.45'	278.41'	N 12°36'53" E	03°24'46"
C3	4714.58'	235.53'	235.5'	N 12°24'11" E	02°51'44"
C4	4674.58'	60.46'	60.46'	S 10°35'56" W	00°37'07"
C5	1030.00'	40.2'	40.2'	N 12°41'55" E	02°14'10"



 <p>Site Planning & Design, L.L.C. 3409 Lake Pointe Drive, Harrisonburg, Virginia 22801 Phone: 540-560-3577, Fax: 718-907-3724</p>	EASEMENT PLAT			
	BLUE WATER, LLC Tax Map 33, P/O Parcel 33 DB 802, Page 141			
Proj. No. 0812-005	Drawn By: DFL	Scale: 1" = 100'	Date: 06/09/2009	Sheet 1 of 1

BERKELEY COUNTY, WV
FILED
June 30, 2009 16:16:01
JOHN W. SMALL JR.
COUNTY CLERK
TRANSACTION NO: 2009035044
Transfer Tax: \$ 4521.00
BOOK OF DEEDS
Book: 00930 Page: 00674



10181624

EASEMENT AGREEMENT 36894

THIS EASEMENT AGREEMENT is dated this 28th day of June, 2012, by and between Blue Water, LLC, a West Virginia limited liability company, ("Grantor"), and Schewel - Charles Town, Limited Partnership, a Virginia limited partnership ("Grantee").

WHEREAS, by Deed of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 802, at page 141 (the "Deed"), Grantor acquired real property described therein (the "Servient Property"); and

WHEREAS, Grantee is the owner of certain adjacent property conveyed to it by Deed of record in the aforesaid Clerk's Office in Deed Book 930, at page 674 (the "Benefited Property") and as part of the development of the Benefited Property, Grantee requires certain easements on and over the property of the Grantor, and Grantor is willing to grant said easements.

NOW, THEREFORE, WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant. Grantor hereby GRANTS and CONVEYS unto Grantee, its successors, assigns, contractors, employers and agents, the following rights (collectively, the "Rights"):

(a) A perpetual and non-exclusive right-of-way and easement in favor of and appurtenant to the Benefited Property for the purposes of ingress and egress on the portion of the Servient Property shown on Exhibit A hereto.

2. Right of Contribution for Construction Costs. In the event that Grantor shall sell or develop the tract upon which such easement is located within five (5) years of Grantee constructing an entrance area, creating a tract or parcel or unit contiguous with the above-described realty of Grantee, and such tract, parcel or unit shall utilize the subject joint easement entrance area, then Grantor shall pay a one-time charge to Grantee which shall be computed at one half the total cost of the construction of such entrance as paid by Grantee. Grantee shall account for such costs as reasonably required.

3. Reservation of Ownership and Rights. Grantor reserves all rights of ownership in and to the Servient Property. Grantor reserves the right to use the portion of the Servient Property that is subject to the Rights for all uses that do not unreasonably or materially interfere with the intended benefit and use of the Rights.

4. Running with the Land. The Rights granted hereunder and the Agreements contained herein shall be appurtenant to and shall run with the lands of Grantor and Grantee.

5. Successors and Assigns. The Rights conveyed by this Agreement and all other covenants, conditions, restrictions, reservations and other provisions contained herein shall bind and inure to the benefit of the parties and their respective permitted successors and assigns and shall run with the land.

The undersigned Grantor hereby declares that this conveyance is not subject to the West Virginia excise tax on the privilege of transferring real property for the reason that the consideration paid for the interests in real estate herein is less than \$100.00.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

BLUE WATER, LLC
A West Virginia limited liability company

By: _____
Its: Partner

SCHEWEL - CHARLES TOWN, LIMITED PARTNERSHIP
A Virginia limited partnership

By: _____
Its: _____

STATE OF West Va.,
COUNTY OF Berkeley, to-wit:

I, Randall R. Conrad, a Notary Public in and for the above said County and State, do hereby certify that Thomas Burke, June, who signed the writing hereto annexed, bearing date the 28th date of May, 2012, as Partner / Member for Blue Water, LLC, a West Virginia limited liability company, has this day acknowledged the said writing to be the act and deed of said company.

Given under my hand this 28th day of June, 2012.

My commission expires : 11/13/17

[Signature]
Notary Public



The undersigned Grantor hereby declares that this conveyance is not subject to the West Virginia excise tax on the privilege of transferring real property for the reason that the consideration paid for the interests in real estate herein is less than \$100.00.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

BLUE WATER, LLC
A West Virginia limited liability company

By: _____
Its: _____

SCHEWEL - CHARLES TOWN, LIMITED PARTNERSHIP
A Virginia limited partnership

By: Da Jelan
Its: Manager

STATE OF _____,
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the above said County and State, do hereby certify that _____, who signed the writing hereto annexed, bearing date the ___ date of May, 2012, as _____ for Blue Water, LLC, a West Virginia limited liability company, has this day acknowledged the said writing to be the act and deed of said company.

Given under my hand this ___ day of May, 2012.

My commission expires : _____.

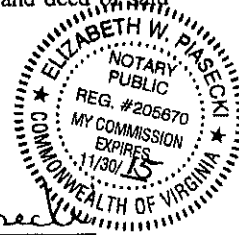
Notary Public

STATE OF Virginia
COUNTY OF Lynchburg, to-wit:
City Lynchburg

Elizabeth W. Piasecki, a Notary Public in and for the above said County and State, do hereby certify that Donna S. Clark, who signed the writing hereto annexed, bearing date the 24 date of September, 2012, as Manager of Schewel - Charles Town, Limited Partnership, a Virginia limited partnership, has this day acknowledged the said writing to be the act and deed of said limited partnership.

Given under my hand this 24 day of September, 2012.

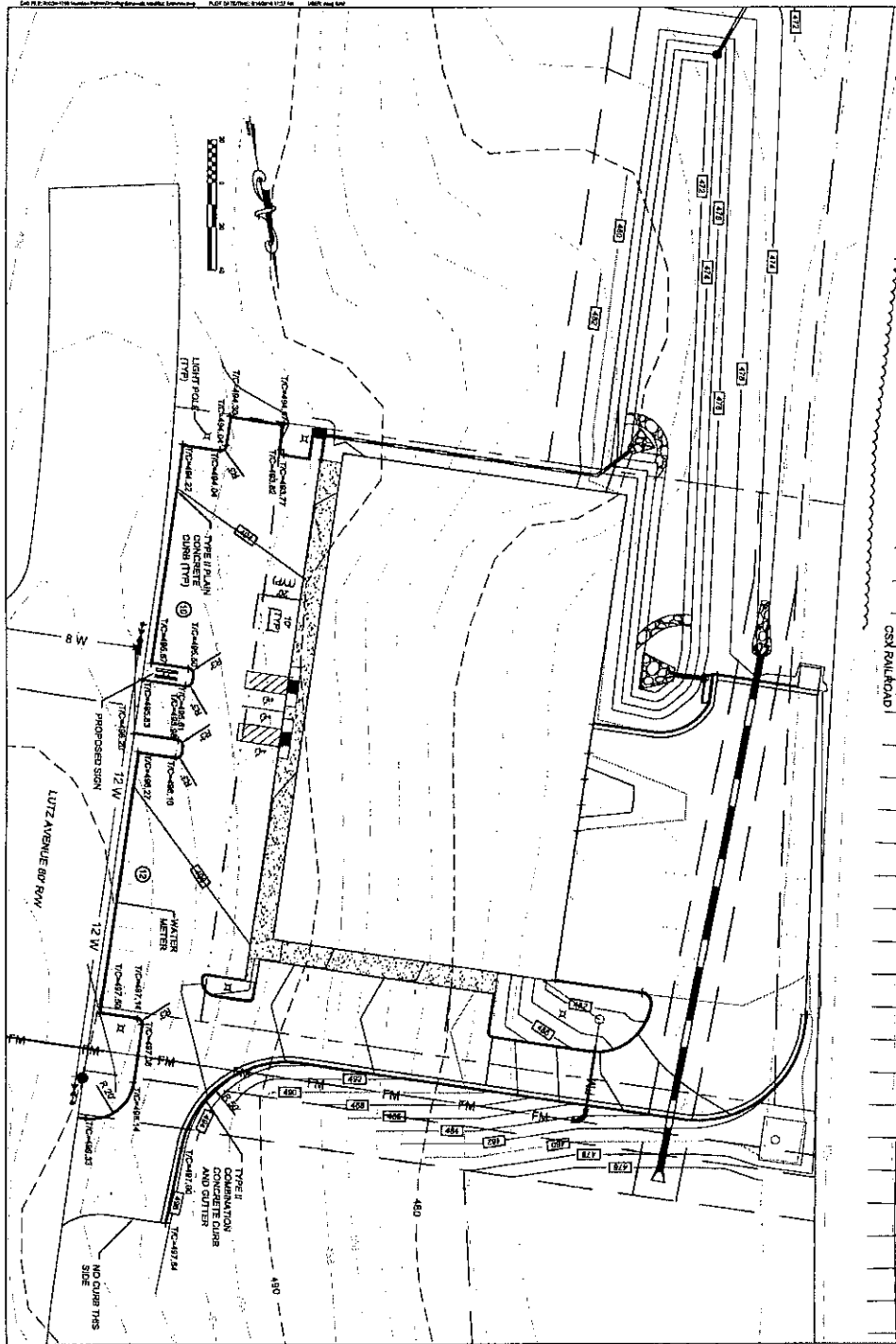
My commission expires: 11-30-15



Elizabeth W. Piasecki
Notary Public

This document was prepared by Randall R. Conrad, II, Attorney, The Conrad Law Firm, L.C., P.O. Box 738, Martinsburg, WV25402-0738. (File # 24691)

John W. Shell Jr.
BENJAMIN COUNTY 02:43:32 PM
Instrument No 20120036894
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Book-Page 1018-624
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SCHEVELS PARKING LOT ENTRANCE REVISION SCHEVELS FURNITURE LUTZ AVENUE MARTINSBURG, WEST VIRGINIA	THRASHER <small>INCORPORATED</small> ENGINEERS, ARCHITECTS AND SURVEYORS 1000 MARKET STREET, MARTINSBURG, WEST VIRGINIA	SHEET NO. 050-1788	DATE: 11/15/58
		PROJECT NO. 050-1788	DRAWN BY: [Name]

CHECKED BY: [Name]	DATE: [Date]
APPROVED BY: [Name]	DATE: [Date]