

PRIVATE STREET INGRESS/EGRESS EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish easements for ingress and egress and for the construction and maintenance of private streets and utilities over and across the Property for the use and benefit of the Association and the owners of the lots served thereby within Land Bay 2, Phase 1, Section 10, BRAMBLETON, their successors, assigns, guests and invitees, said easements being more particularly bounded and described on the Plat as "40' Ingress/Egress Esm't." These easements may be modified, amended, altered, or extinguished hereafter, by an instrument recorded among the Land Records and executed jointly, as the case may be, by the owners of the lots served by the easements, including any deed of trust trustees, if any, the Association and the County. The easement rights conveyed herein shall enure to the benefit of the owners of the lots served thereby within adjacent and future subdivided sections in Brambleton. The private streets and appurtenant road facilities constructed within the easements shall be maintained by the Association in accordance with the applicable provisions of Section 7.1 of the Declaration. The construction, maintenance and repair of the easement areas shall not be the responsibility of the County or the Commonwealth.

PRIVATE DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish private driveway easements over and across the Property for the use and benefit of the owner of each lot served thereby, and their successors and assigns, guests and invitees, to permit the owner of the dominant lot to enter the driveway easement on the servient lot for the purposes of parking, construction and maintenance of private driveway facilities located within the easement area

on the servient lot which easement area shall serve the adjoining dominant lot, said easement areas being more particularly bounded and described on the Plat. These easements may be modified, amended, altered, or extinguished hereafter, by an instrument recorded among the Land Records and executed jointly, as the case may be, by the owner of the lot encumbered by the easement and the owner of the lot served thereby, including any deed of trust trustees, if any. The easement rights conveyed herein shall enure to the benefit of the owner of each lot served thereby. The private driveways and appurtenant facilities constructed within the easement serving each lot shall be maintained by the owner of the lot served thereby in accordance with the applicable provisions of Section 7.2 of the Declaration. The construction, maintenance and repair of the easement areas shall not be the responsibility of the County or the Commonwealth.

SANITARY SEWER LATERAL EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand, paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish a sanitary sewer lateral easement for purposes of construction, operation and maintenance of the sanitary sewer line over and across Lot 209, for the use and benefit of the owner, its successors and assigns, of Lot 208.

The owner of Lot 208 shall be responsible for maintenance of the sanitary lateral line and appurtenant facilities, and shall have the right to use the easement for purposes of construction, operation and maintenance of the sanitary lateral line and appurtenant facilities; provided, however, the owner of Lot 208, at its own expense, shall restore as nearly as possible, to their original condition, all land or premises within or adjoining said easement on Lot 209 which are disturbed in any manner by the construction, operation and maintenance of the sanitary lateral line and appurtenant facilities.