



Melissa S. Peacor
County Executive

COUNTY OF PRINCE WILLIAM

OFFICE OF EXECUTIVE MANAGEMENT

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BOARD OF COUNTY SUPERVISORS

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December 11, 2014

TO: Board of County Supervisors

FROM: *For* Debra D. Andrew *BN*
Parks and Recreation Director

THRU: Melissa S. Peacor
County Executive

RE: Accept Open Space and Trail Easements from Somerset Crossing Homeowners Association Across 52 Acres of Property Located at 14601 Washington Street, 6831 Jefferson Street, 14780 Links Pond Circle, 7299 Traphill Way, 10522 Turning Grass Way, 10526 Turning Grass Way, 7197 Bladen Place, 7024 Luck Now Street, 7024 Wheeling Way- **Brentsville and Gainesville Magisterial Districts**

On November 17, 2014, Chairman Stewart received a letter from the President of Somerset Crossing Homeowners Association requesting the Board of County Supervisors accept a deed of gift granting open space and trail easements over woodlands and wetlands that reside between Somerset Crossing and Greenhill Crossing (GPIN's #7297-97-5165, #7297-88-7915, #7397-16-8533, #7397-16-1859, #7397-06-6465, #7397-06-2286, #7297-97-8915, #7297-97-2353 and #7297-88-5902).

On November 18, 2014, Chairman Stewart issued a directive requesting staff to review the proposed deed of gift and provide additional information to the Board at its December 9 meeting. The December 9 date was revised by the Board to December 16 to allow additional time for submission and review of the deed and related plat necessary to implement the proposed deed of gift. The deed and plat have now been submitted by Somerset Crossing representatives and found to be complete by County staff. The review of the plat and deed could not be completed prior to Board dispatch for the December 16 meeting; so this item was not included on the agenda for the upcoming meeting. The completed items are being forwarded with this memorandum, along with a proposed resolution, in the event the Board wishes to amend the agenda for the purpose of taking action on this item during the December 16 meeting.

Attachment: Proposed Resolution

MOTION:

December 16, 2014

SECOND:

Regular Meeting

Res. No. 14-

RE:

ACCEPT OPEN SPACE AND TRAIL EASEMENTS FROM SOMERSET CROSSING HOMEOWNERS ASSOCIATION ACROSS 52 ACRES OF PROPERTY LOCATED AT 14601 WASHINGTON STREET, 6831 JEFFERSON STREET, 14780 LINKS POND CIRCLE, 7299 TRAPHILL WAY, 10522 TURNING GRASS WAY, 10526 TURNING GRASS WAY, 7197 BLADEN PLACE, 7024 LUCK NOW STREET AND 7024 WHEELING WAY – BRENTSVILLE AND GAINESVILLE MAGISTERIAL DISTRICTS

ACTION:

WHEREAS, on November 17, 2014, the Chairman of the Prince William County Board of Supervisors received a letter from the President of Somerset Crossing Homeowners Association offering a gift of a conservation and recreation easement over the woodlands and wetlands that reside between Somerset Crossing and Greenhill Crossing (GPIN's #7297-97-5165, #7297-88-7915, #7397-16-8533, #7397-16-1859, # 7397-06-6465, #7397-06-2286, #7297-97-8915, #7297-97-2353 and #7297-88-5902); and

WHEREAS, Somerset Crossing Homeowners Association will grant an Open Space Easement for the purpose of conserving and preserving undisturbed natural vegetation, topography, habitat and other natural features now existing on and across the property; and

WHEREAS, Somerset Crossing Homeowners Association will grant a Trail Easement providing public access to a 1.43 mile existing trail within the open space; and

WHEREAS, Somerset Crossing Homeowners Association will maintain the responsibility for improvements, maintenance and repairs of the property, including the existing trail over the easement; and

WHEREAS, an easement and plat have been prepared by Somerset Crossing Homeowners Association, representing the terms and physical location of the Open Space and Trail Easement they wish to gift to the County; and

WHEREAS, accepting the gift of Open Space Easement of 52-acres supports the Comprehensive Plan Open Space Policy to retain a minimum of 39% of the total area in the County as protected open space; and

WHEREAS, accepting the gift of a Trail Easement for public access for an existing 1.43 mile trail supports the Comprehensive Plan Trails Standard of one mile of trail per 1,500 population; and

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WHEREAS, the gift of an Open Space Easement preserves 52-acres of open space located within a significant environmental corridor, the North Fork Corridor;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby accept Open Space and Trail Easements from Somerset Crossing Homeowners Association across 52 acres of property located at 14601 Washington Street, 6831 Jefferson Street, 14780 Links Pond Circle, 7299 Traphill Way, 10522 Turning Grass Way, 10526 Turning Grass Way, 7197 Bladen Place, 7024 Luck Now Street and 7024 Wheeling Way.

ATTACHMENT: Deed of Gift of Easement

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Parks and Recreation Director

ATTEST: _____

Clerk to the Board

DEED OF GIFT OF EASEMENT

This Deed of Gift of Easement dated as of _____, 2014 between the SOMERSET CROSSING HOMEOWNERS ASSOCIATION, INC., a Virginia Non-Stock Corporation ("Association" or "Owner"), Grantor, and THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County" or "Grantee"), Grantee,

RECITALS:

R-1. Association is the homeowners association serving as the governing entity for all of the lots and common areas in the residential subdivision created by virtue of a certain Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements of Somerset Crossing Homeowners Association, Inc., which is recorded among the land records of Prince William County, Virginia, at Instrument No. 200109120094757 and as may be amended and is the Owner of SOMERSET SEC 3 PCL A, SOMERSET SEC 1 PCL A1, SOMERSET SEC 4 PCL A, SOMERSET SEC 5 PCL A, SOMERSET SEC 6 PCL A, SOMERSET SEC 7 PCL A7, SOMERSET SEC 8 PCL A8, PARCEL 2B and PARCEL 3 (hereinafter collectively referred to as "Property"), as depicted on the plat dated _____, 20____, entitled "PLAN SHOWING TRAIL EASEMENT AND CONSERVATION AREA ON THE PROPERTIES OF SOMERSET CROSSING HOMEOWNERS ASSOCIATION, INC." ("Plat"), prepared by Jeff Warner Land Surveying, Inc. (attached hereto and incorporated herein).

R-2. Association is responsible for the administration and maintenance of common areas situated within the Association that are for the benefit and use of the members of the Somerset Crossing Homeowners Association, Inc.

R-3. Association has agreed to provide County with certain easements to provide public pedestrian and off-road bicycle access on a trail easement and to conserve and preserve the Association's common area.

R-4. Grantee is a political subdivision of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) (the "IRC") and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-5. Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), provides "that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources" and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land.

R-6. Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses ensures that the Property will remain perpetually available for agriculture, livestock production, forest, or open-space use, all as more particularly set forth below.

R-7. As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Prince William Comprehensive Plan adopted on various dates, depending on the applicable chapter, and the Property is located within an area that is designated as ER, Environmental Resource on the county's future land use map.

R-8. This Easement is intended to constitute (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) and as more particularly explained below, and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended).

R-9. This Easement is intended to be a grant "exclusively for conservation purposes" under IRC Section 170(h)(1)(C), because it effects "the preservation of open space (including farmland and forest land)" under IRC Section 170(h)(4)(A)(iii); specifically the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and will yield a significant public benefit.

R-10. This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Grantee's practice in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia. Treasury Regulation Section 1.170A-14(d)(4)(iii)(B) states that such review and acceptance of a conservation easement by a governmental entity tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii); and

(ii) Land use policies of the County of Prince William as delineated in:

a. its Comprehensive Plan, adopted on various dates, depending on the applicable chapter (the "Plan"), to which Plan the restrictions set forth in this Easement conform and which contains the following:

(1) The Parks, Open Space and Trails chapter of the Plan provides as follows:

PK-POLICY 1 (policy): "Preserve at least 70 acres per 1,000 population of Prince William County in parks accessible to the general public."

PK-POLICY 2 (policy): "The County shall encourage the preservation and use of private lands for park and recreation facilities."

NCR-POLICY 1, AS 4 (action strategy): "At least 50% of county park lands shall be left undeveloped for resource protection, open space or passive recreation."

NCR-POLICY 1, AS 5 (action strategy): "Prioritize identified sensitive ecological resources and corridors for acquisition, and encourage the dedication of land or easements for such sites by private property owners."

OS-POLICY 2 (policy): "Partner with other government agencies, businesses, and non-government organizations, including nonprofit organizations and home owner associations to permanently protect open space and increase public access to open space areas."

R-11. This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals.

R-12. Grantor and Grantee desire to protect in perpetuity the conservation values of the Property by restricting the use of the Property.

R-13. Grantee has determined that the restrictions on the Property set forth below will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-14. Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

R-15. Grantee desires to accept this conveyance pursuant to Virginia Code §§ 10.1-1700 et seq.

NOW THEREFORE in consideration of the foregoing recitals, which are incorporated herein, and for such other valuable consideration, the receipt and sufficiency of which County and Association expressly acknowledge, Association hereby grants and conveys to County, its successors and assigns, the following easements:

TRAIL EASEMENT

A 10' Wide Trail Easement is hereby granted to the County, as more particularly described on the Plat as "10' Wide Trail Easement Hereby Created" or "Existing 10' Wide Trail Easement", subject to the following terms and conditions:

1. The Trail Easement is for public pedestrian and off-road bicycle access.
2. The Grantor will be responsible for the operation and maintenance of the Trail within the Trail Easement. This easement shall grant the appropriate County authorities the right to enter the property that is the subject of this easement for the purposes of inspection of the Trail. If, upon such inspection, the County determines that the Trail is not being maintained to the appropriate standard of public use, the County shall have the right to perform such maintenance as is necessary to make the Trail suitable for such public use, at the Grantor's expense.
3. Use of the trail by the public shall be in accord with Prince William County and the Department of Park and Recreation rules.

OPEN-SPACE EASEMENT

An Open-Space Easement in gross over, and the right in perpetuity to restrict the use of, the portion of the Property shown on the Plat as "CONSERVATION AREA HEREBY CREATED" is hereby granted to the County for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Property of Owner, said Property and easement being more particularly bounded and described on the Plat attached hereto and incorporated herein. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I -PURPOSE

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals and include the Property's open-space, scenic, natural and recreational values.

Pursuant to the County's open space and recreational goals, the further purpose of this Easement is preservation of land for natural resource-based outdoor recreation and preservation of scenic open space.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. No use shall be made of, nor shall any improvements be made within, the open-space easement area without prior written authorization of the County.
2. All existing vegetation in the open-space easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate County agency or department.
3. In the event of any violation of this open-space easement, the Owner shall be solely responsible for the restoration of the open-space easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the open-space easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

SECTION III – ENFORCEMENT

1. RIGHT OF INSPECTION. Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement.

2. ENFORCEMENT. Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the conveyance or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; and (iii) to enjoin non-compliance by temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to

ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION V – GENERAL PROVISIONS

1. DURATION. This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

2. TITLE. Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement, and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any mortgages or deeds of trust not subordinated to this Easement.

3. ACCEPTANCE. Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1700 *et seq.*, which acceptance is evidenced by the signature of the Chairman of the Board of County Supervisors.

4. INTERACTION WITH OTHER LAWS. This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

5. CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this instrument shall be construed and

applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

6. REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS. This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.

7. NOTICE TO GRANTEE AND GRANTOR. For the purpose of giving notices hereunder the current address of Grantee is 1 County Complex Court, Prince William, VA 22192-9201, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice.

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

8. TAX MATTERS. The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Treasury Regulation Section 1.170A-13(c)(5), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from conveyance of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

9. NO MERGER. Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

10. ASSIGNMENT BY GRANTEE. Assignment of this Easement by the Grantee shall be permitted by the terms of Virginia Code Section 10.1-1704.

11. CONVERSION OR DIVERSION. Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.

12. AMENDMENT. Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Prince William County, Virginia.

13. SEVERABILITY. If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.

14. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.

15. CONTROLLING LAW. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.

16. RECORDING. This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Prince William County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

The covenants and agreements stated in this easement agreement are not personal to the Association but are covenants running with the land that are binding upon the Association, and their successors, personal representatives and assigns.

IN WITNESS WHEREOF, the following signatures and seals:

SOMERSET CROSSING HOMEOWNERS
ASSOCIATION, INC., Grantor

James Napoli, President

Subscribed, acknowledged and sworn to before me, the undersigned Notary Public in and for the County of _____, in the Commonwealth of Virginia, this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Executed and approved on behalf of the Board of County Supervisors of Prince William County, Virginia, by the authority granted by said Board.

APPROVED AS TO FORM:

Assistant County Attorney

Chairman, Board of
County Supervisors

Commonwealth of Virginia:
County of _____, to wit:

The foregoing instrument was acknowledged before me by _____
_____, Chairman, Board of County Supervisors for
Prince William County, this _____ day of _____, 20_____.

Notary Public

My commission expires:

EXHIBIT A

Plat

K:\19\19926\00001\AGT\141209 Deed of Conservation Easement.doc

SURVEYOR'S CERTIFICATE:

I, JEFFERY D. WARNER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM RECORDED PLATS AND METES & BOUNDS DESCRIPTIONS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE THE PROPERTIES ACQUIRED BY SOMERSET CROSSING HOMEOWNERS ASSOCIATION, INC. BY INSTRUMENT #20102300116412, ALONG THE COURSES AND DISTANCES REFERENCED TO VIRGINIA STATE GRID NORTH (NAD83) FROM RECORD PLAT OF SECTION 3 SOMERSET RECORDED IN INSTRUMENT #2001071900271781. THIS PLAT CLOSES MATHEMATICALLY WITH A PRECISION RATIO GREATER THAN OR EQUAL TO 1 : 10000.

GIVEN UNDER MY HAND THIS 5TH DAY OF DECEMBER, 2014.

JEFFERY D. WARNER, L.S.

OWNER'S CONSENT AND DEDICATION:

THE PLATTING AND DEDICATION OF THE FOLLOWING DESCRIBED LANDS, BEING DESCRIBED AS THE PROPERTIES OF SOMERSET CROSSING HOMEOWNERS ASSOCIATION, INC. WITH FREE CONSENT AND IN ACCORDANCE WITH THE BYLAWS OF THE ASSOCIATION, THE PROPRIETORS, AND TRUSTEES, IF ANY, THE UNDERSIGNED HEREBY EXPRESSLY CONSENTS TO THE DEDICATION TO THE BOARD OF COUNTY SUPERVISORS, IN FEE SIMPLE ABSOLUTE, OF ALL AREAS SHOWN ON THIS PLAT FOR ROADS, STREETS, AND SUCH OTHER PUBLIC USES AS MAY BE IDENTIFIED BY SPECIFIC USE OF NAME OR BY THE GENERAL DESIGNATION "FOR PUBLIC USE", AND FURTHER CONSENTS TO THE DEDICATION TO THE BOARD OF ANY EASEMENT INDICATED ON SUCH PLAT FOR PUBLIC USES OF ANY KIND, OR EXPRESSLY IDENTIFIED FOR THE INSTALLATION OF WATER OR SEWER LINES, OR FOR CONSTRUCTION OF EASEMENTS TEMPORARY OR PERMANENT, ULTIMATELY TO BE OWNED, OPERATED, OR MAINTAINED BY ANY PUBLIC AUTHORITY.

SIGNATURE _____ DATE _____
SOMERSET CROSSING HOMEOWNERS ASSOCIATION, INC.
BY: _____

NOTARY CERTIFICATE:

THE COUNTY OF PRINCE WILLIAM
THE COMMONWEALTH OF VIRGINIA
TO WIT:

I, _____, A NOTARY PUBLIC AT LARGE WHOSE COMMISSION
WILL EXPIRE ON _____ DO HEREBY CERTIFY THAT _____ WHOSE NAMES JUST SIGNED

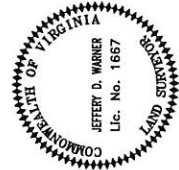
THE FOREGOING OWNERS DEDICATION DATED _____
HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AFORESAID.
GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC

NOTES

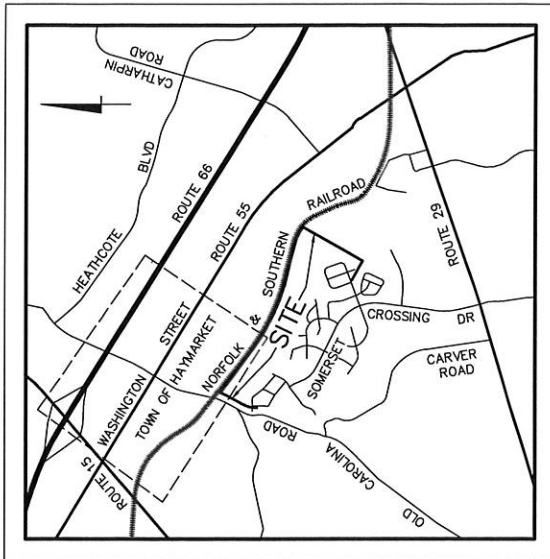
1. THE PROPERTY IS SUBJECT TO REZONING CASE # 98-00002
2. THE COUNTY SHALL MAINTAIN DRAINAGE, STORM WATER MANAGEMENT, AND BEST MANAGEMENT PRACTICES FACILITIES AND SYSTEMS TO ENSURE THAT THEY FUNCTION PROPERLY. THE COUNTY SHALL NOT BE RESPONSIBLE FOR REPAVING OR RESURFACING PAVED AREAS OR MAINTAINING LANDSCAPING WITHIN EASEMENTS. THE FEE TITLE OWNER SHALL BE RESPONSIBLE FOR GRASS MOWING WITH REASONABLE FREQUENCY, IF APPLICABLE, TO IMPROVE THE FREE FLOW OF STORM WATER. THE FEE TITLE OWNER OR THREATENS TO IMPROVE THE FREE FLOW OF STORM WATER. THE FEE TITLE OWNER SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS OF ANY DEFECTS WITH THE STRUCTURES, PIPES AND FENCING WITHIN THE EASEMENT, OF ANY DEBRIS OR OTHER MATTER WHICH IS BEYOND THE ABILITY OF THE OWNER TO REMOVE, AND OF ANY EXCESSIVE FLOODING, SEDIMENTATION OR SOIL EROSION WITHIN THE AREA OF THE EASEMENT.
3. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD HAZARD AREA, WITHOUT SPECIFIC AUTHORIZATION OF THE DEPARTMENT OF PUBLIC WORKS.
4. NO CLEARING OR IMPROVEMENTS SHALL BE MADE WITHIN THE CONSERVATION AREA WITH THE EXCEPTION OF THE FOLLOWING: THE REMOVAL OF NOXIOUS VEGETATION, SUCH AS POISON IVY, POISON OAK, ETC., AS WELL AS DISEASED, OR HAZARDOUS TREES OR DISEASED SHRUBBERY AND THE TRIMMING OR PRUNING OF TREES AS NECESSARY TO PROVIDE SIGHT SIGHT LINES AND VISTAS OR PEDESTRIAN TRAILS; THE INSTALLATION AND MAINTENANCE OF NATURAL GAS MAIN AND STORMWATER MANAGEMENT FACILITIES PROVIDED LAND DISTURBANCE; THE INSTALLATION OF EASEMENTS FOR INSTALLATION, ACCESS AND MAINTAIN SAID FACILITIES; PROVIDED THE ROUTING OF SAID IMPROVEMENTS ARE ALIGNED TO MINIMIZE LAND DISTURBANCE, AND IMPACTS TO EXISTING VEGETATION. THE FEE SIMPLE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSERVATION AREA.
5. NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
6. THIS PLAT PREPARED FROM INFORMATION OF RECORD AND IS NOT THE RESULT OF A FIELD SURVEY BY THIS FIRM.
7. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM (VCS 1983) AS COMPUTED FROM A FILED SURVEY WHICH TIES THIS SUBDIVISION TO PWC MONUMENT HILLWOOD 020. THE GRID FACTOR (ELEVATION FACTOR X SCALE FACTOR) WHICH HAS BEEN APPLIED TO THE PLAT DISTANCE TO DERIVE THE REFERENCED COORDINATES IS 0.99993351. UNLESS OTHERWISE STATED THE PLAT DISTANCES SHOWN ARE INTENDED TO BE HORIZONTAL DISTANCES MEASURED TO THE MEAN ELEVATION OF THIS SUBDIVISION. THE BEARINGS SHOWN ARE REFERENCED TO THE TRUE BEARINGS. THE FOOT DEFINITION USED FOR THE CONVERSION OF THE MONUMENT IS THE INTERNATIONAL FOOT OF 1200/3937 METERS. HOWEVER, THE COORDINATES SHOWN ARE IN STATE PLANE GRID.
8. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS OR MODIFICATIONS BE MADE IN THE RESOURCE PROTECTION AREA WITHOUT SPECIFIC AUTHORIZATION FROM PRINCE WILLIAM COUNTY.
9. CONSERVATION AREA CONTAINS 52.72897 ACRES OF LAND.

THIS PLAT IS REVIEW PURPOSES
ONLY AND NOT FOR RECORDATION

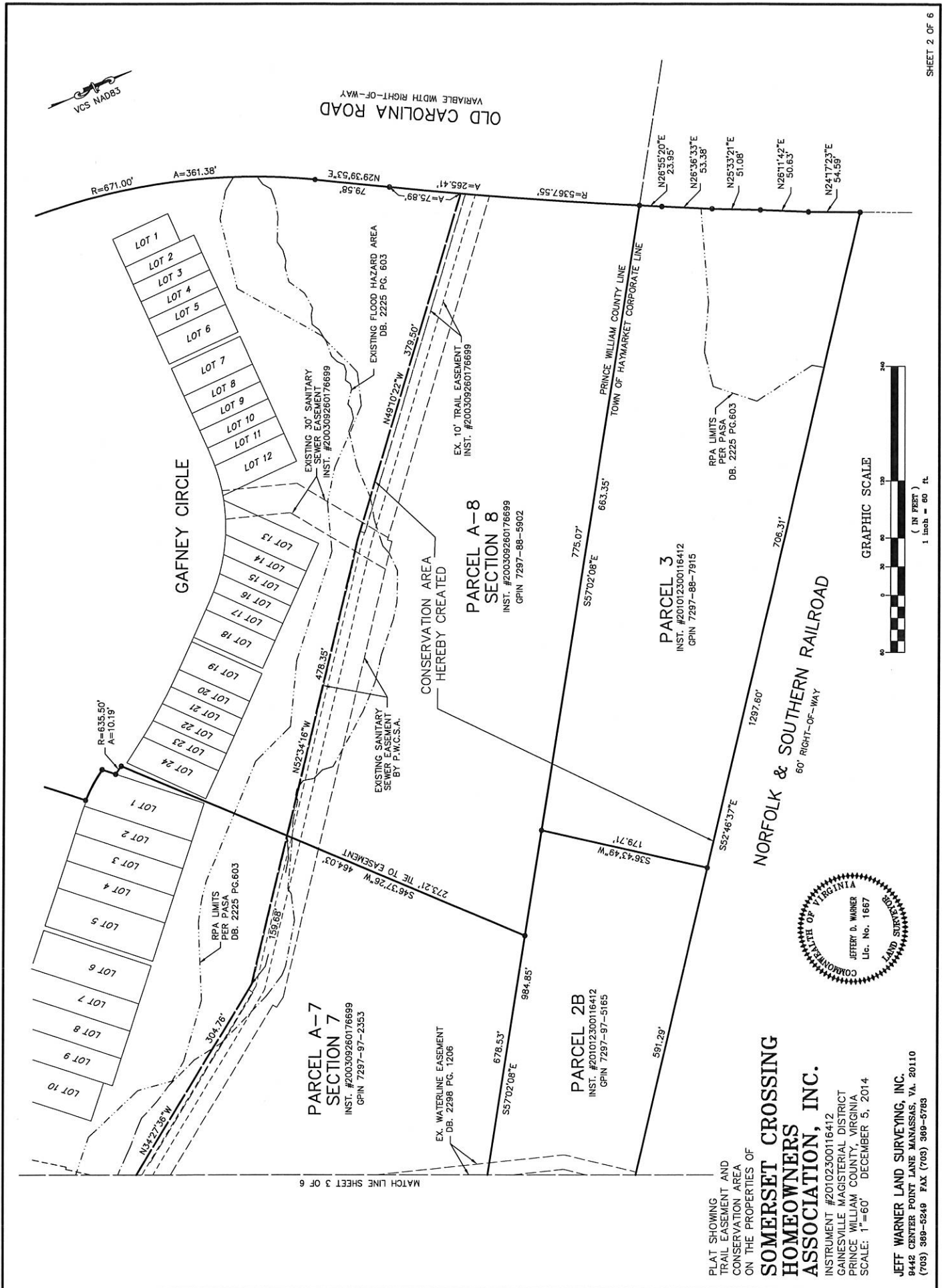


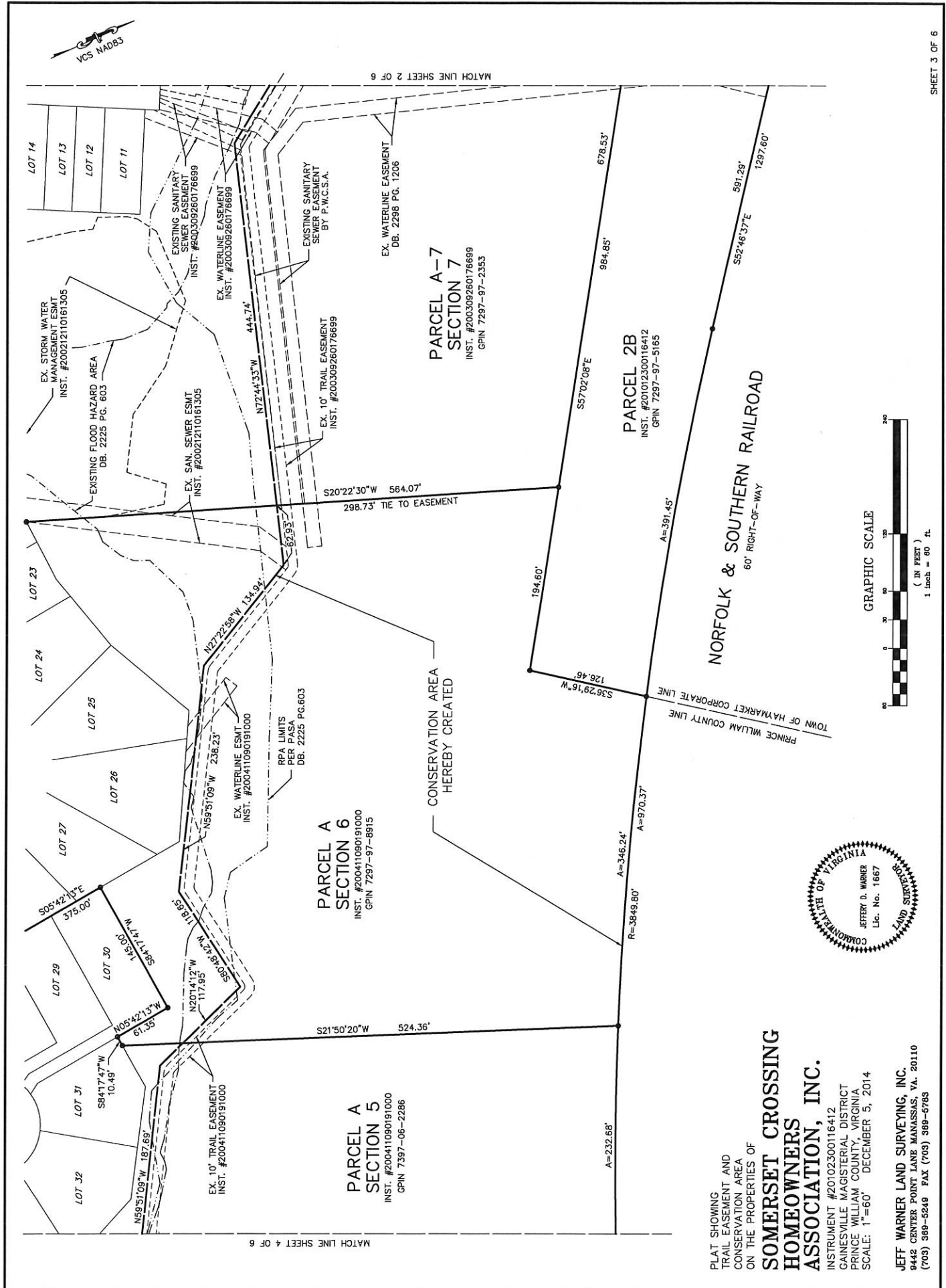
PLAN #
PLAT SHOWING
TRAIL EASEMENT AND
CONSERVATION AREA
ON THE PROPERTIES OF
**SOMERSET CROSSING
HOMEOWNERS
ASSOCIATION, INC.**
INSTRUMENT #20102300116412
GAINESVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=60'
DECEMBER 5, 2014

JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 20110
(703) 389-5249 FAX (703) 389-5783

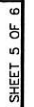


VICINITY MAP
SCALE 1"=2,000











JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 201
(703) 369-5249 FAX (703) 369-5783

PARCEL A
SECTION 4
INST. #200411190197026
GPIN 7397-06-6465

PARCEL A
SECTION 5
INST. #200411090191000
GPIN 7397-06-2286

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.