



**Prepared by and return to:**  
Stafford County Attorney's Office  
Post Office Box 339  
Stafford, VA 22554

STAFFORD COUNTY CIRCUIT COURT

Tax Map No.: 36-22

**CONSIDERATION: \$46,300.00**

**Exemption: § 58.1.811(A)(3)**

**THIS DEED** made and entered into this 28 day of April, 2011, by and between ROBERT K. HARWOOD, LC, Grantor, and STAFFORD COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, Grantee.

**NOW, THEREFORE, THIS DEED WITNESSETH:** That for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey with Special Warranty and Virginia Statutory Covenants of Title unto the Grantee, in fee simple, the following described property in Stafford County, Virginia, to-wit:

**PARCEL A:**

All that certain piece or parcel of land, with improvements thereon and appurtenances thereto situate, lying and being in Falmouth-Hartwood Magisterial District, Stafford County, Virginia, containing **188,825 Square Feet**, more or less, as shown on plat entitled PLAT SHOWING STREET DEDICATION AND VARIOUS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF POPLAR ROAD ON THE LAND OF ROBERT K. HARWOOD, LC FALMOUTH-HARTWOOD MAGISTERIAL DISTRICT STAFFORD COUNTY, VIRGINIA, prepared by Rinker Design Associates, P.C., dated October 19, 2010, last revised November 11, 2010, and recorded in the Clerk's Office of the Circuit Court of Stafford County, Virginia as Instrument Pm110000025.

Less and Except that portion of the property shown as a 15' prescriptive right of way along Poplar Road, containing **28,731** square feet, more or less, along the western property line of the aforesaid parcel.

**PARCEL B:**

All that certain piece or parcel of land, with improvements thereon and appurtenances thereto situate, lying and being in Falmouth-Hartwood Magisterial District, Stafford County, Virginia, containing **28,731** square feet, more or less and shown as a 15' prescriptive right of way on the aforesaid Plat.

Together with a Temporary Construction easement, containing **7,131** square feet, more or less as shown on the aforesaid Plat.

Handwritten calculations:  
1.00  
22.50  
44.50  
-----  
49.50  
40.00 PLATS  
-----  
129.50

Being a portion of the same property conveyed to Robert K. Harwood, LC, by deed from Chris Beatley, Trustee, dated September 8, 2009, and recorded as Instrument LR090015970 in the Clerk's Office of Stafford County, Virginia.

The property conveyed herein between the parties is conveyed subject to all recorded easements, reservations, conditions, restrictions, and agreements that lawfully apply to the involved property or any part thereof.

The further terms and conditions of the temporary construction easement are as follows:

- (a) That the Grantee may (but is not required to) trim, cut, remove and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said right-of-way or easement strip, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operations of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purposes.
- (b) The granting of the easement hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligations for the payment, by the Grantor or her successors or assigns, of any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.
- (c) That Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.
- (d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall at the expense of Grantee be removed from Grantor's property.
- (e) That the Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes or other equipment and accessories installed by virtue hereof.
- (f) The temporary easement shall be extinguished at such time as the County notifies the Grantor that construction has been completed and the easement area has been restored pursuant to the requirement stated herein.

Grantor further covenants that he has the right to convey the said easement; that the Grantee shall have quiet and peaceful enjoyment and possession of said easement, and that the Grantor will execute such further assurances of the said grant and easement herein contained as may be requisite.

WITNESS the following signatures and seals:

**GRANTOR:**

ROBERT K. HARWOOD, LC.  
A VIRGINIA LIMIED LIABILITY COMPANY

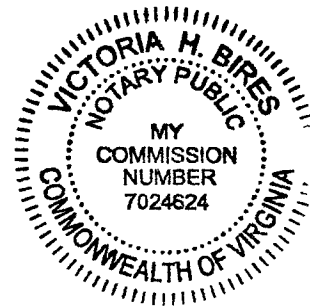
BY: Robert K. Harwood  
ROBERT K. HARWOOD, OPERATING MANAGER

STATE OF VIRGINIA  
CITY OF ALEXANDRIA, to-wit:

The foregoing Deed was acknowledged before me this 28th day of April, 2011, by Robert K. Harwood who is the Operating Manager of the Robert K. Harwood, LC.

Victoria H. Bires  
Notary Public  
Printed Name: Victoria H. Bires

My Commission Expires: 30 April 2014  
My Registration No.: 7024624



PM11000000S

The foregoing Deed is hereby accepted by Stafford County, Virginia, pursuant to Resolution Number 206-392 approved by the Board of Supervisors to purchase the property, at the Board of Supervisors Meeting of 5 September 2006, and as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Stafford County, Virginia.

WITNESS the following signature:

**GRANTEE:**

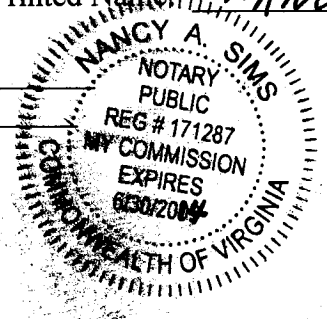
STAFFORD COUNTY, VIRGINIA

By: [Signature]  
MICHAEL P. NEUMARD  
DEPUTY  
Anthony J. Romanello  
County Administrator [Signature] rac

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to-wit:

The foregoing Deed was acknowledged before me this 28<sup>th</sup> day of April, 2011, by Anthony J. Romanello, County Administrator of Stafford County, Virginia. rac  
MICHAEL P. NEUMARD, DEPUTY [Signature]

Notary Public  
Printed Name: NANCY A. SIMS.



My Commission Expires: \_\_\_\_\_  
My Registration No.: \_\_\_\_\_

APPROVED AS TO FORM:  
[Signature]  
Alan F. Smith, Deputy County Attorney  
Stafford County Attorney's Office

INSTRUMENT #110007968  
RECORDED IN THE CLERK'S OFFICE OF  
STAFFORD COUNTY ON  
MAY 31 2011 AT 11:07AM  
\$46.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$23.25 LOCAL: \$23.25

BARBARA G. DECATUR, CLERK  
RECORDED BY: KDE