

Doc ID: 001049740016 Type: DEE
 Recorded: 10/20/2004 at 02:01:02 PM
 Fee Amt: \$46.33 Page 1 of 16
 Fauquier County, VA
 Gail H Barb Clerk of Circuit Court
 File# 2004-00019181
 BK **1124** PG **88-103**

Prepared by
Hirschler Fleischer
 P.O. Box 500
 Richmond, VA 23219-500

Tax Parcel No. 6984996488000

PARKING EASEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 19 day of October, 2004, by **GATEWAY BUSINESS PARK, LLC**, a Virginia limited liability company ("Grantor"); **GATEWAY RESTAURANT I LIMITED PARTNERSHIP**, a Virginia limited partnership ("Grantee").

RECITALS

A. Grantor is the owner of a 3.8925 acre parcel of real property located in Fauquier County, Virginia, more particularly described as the "Hotel Parcel" on Schedule A attached hereto and incorporated herein.

B. Grantee is the owner of a 1.2685 acre parcel of real property located in Fauquier County, Virginia, more particularly described as the "Restaurant Parcel" on Schedule A attached hereto.

C. By Parking Easement Agreement dated April 14, 1989, from Grantor to Grantee, recorded in the Clerk's Office in Deed Book 621, page 1832 (the "original Parking Easement"), Grantor granted Grantee an easement to use 28 parking spaces plus a portion of two more parking spaces on the Hotel Parcel for the benefit of the Restaurant Parcel. The easement area under the Original Parking Easement is referred to herein as the "Original Parking Area".

D. Grantor and Grantee desire to provide for an additional easement for 35 additional parking spaces on the Hotel Parcel for the benefit of the Restaurant Parcel, and for the allocation of the costs of maintaining the portion of the Hotel Parcel affected by such easement, all on the terms set forth herein.

AGREEMENT

In consideration of the covenants contained herein and the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Parking Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement for use of thirty-five (35) parking spaces located within the cross-hatched portion of the Hotel Parcel labeled as "Additional Parking Area" on

Examined and
 Returned to:

CLERK OF CIRCUIT COURT

Schedule A attached hereto and made a part hereof, together with a perpetual, non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress to and from the Restaurant Parcel onto and across the driveways and driving lanes located within the area labeled as "Additional Parking Area" on **Schedule A**, for the benefit of the Restaurant Parcel, subject to the conditions set forth herein (the "Easement"). The area labeled as "Additional Parking Area" on **Schedule A**, inclusive of the parking spaces, driveways and driving lanes, is referred to herein as the "Additional Parking Area".

2. **Maintenance and Repair.**

(a) **Maintenance.** Grantee shall maintain all of the Additional Parking Area in first class condition with the same type of surface and construction as originally constructed, unless a different surface or type of construction is approved by Grantor. Grantee shall keep the Additional Parking Area clear of waste, debris, ice, snow and any obstruction to the unrestricted use of the driveways and driving lanes by Grantor, except such as may reasonably be required in connection with the performance of maintenance. Grantee shall clean the Additional Parking Area on a daily basis, and shall take reasonable steps to insure that trash and other refuse is not deposited on any part of the Hotel Parcel. The foregoing required maintenance is referred to herein as "Maintenance".

(b) **Failure to Maintain.** If at anytime Grantee fails to perform the required Maintenance, Grantor may provide fifteen (15) days written notice of such failure, except in case of emergency, in which case no written notification shall be required, and upon failure of Grantee to perform such Maintenance within such fifteen (15) day period, Grantor may cause such required Maintenance to be performed at Grantee's sole cost and expense.

(c) **Maintenance Costs.** If Grantee fails to pay for any Maintenance performed by Grantor pursuant to subparagraph (b) above promptly upon presentation of bills and paid receipts therefor, the unpaid amount, together with interest thereon at the rate of ten percent (10%) per annum, shall constitute a lien on the Restaurant Parcel and any improvements thereon, and shall have priority over all other liens placed upon the Restaurant Parcel, except that the aforesaid lien shall be subordinate and inferior to the liens of any deeds of trust securing loans for acquisition, development, construction and/or permanent financing made with respect to the Property.

(d) **Personal Obligation.** In addition to Grantor's right to claim and enforce the lien provided in paragraphs 2(c) above, the obligation of the Grantee to pay for any required Maintenance as set forth above may, at the option of Grantor, be enforced personally against Grantee by Grantor, at law or in equity.

3. **Damage to Parking Area.** Any damage done to the Additional Parking Area by either Grantor or Grantee, their respective contractors, tenants, guests, permittees or invitees, shall be promptly repaired to a similar or better condition than before such damage, by and at the sole expense of the party who caused, or whose contractors, tenants, guests, permittees or invitees caused, such damage. If the damage is not promptly repaired, the other party may (after prior written notice to such party and the failure of such party to promptly repair the same), proceed to

repair the damage in accordance with the provisions hereof, and shall have the rights provided in, paragraph 2 above, except that the party responsible for the damage shall pay the entire cost of such repair. The cost of repairing any damage which is caused by an act of God, wind or rain storm, fire or flood shall be deemed to be a cost of Maintenance and any such damage shall be repaired pursuant to the provisions of paragraph 2 above.

4. **Signs.** Grantor may, at its sole cost and expense, place signs on or near the Additional Parking Area to direct traffic and parking on the Hotel Parcel and to identify any businesses located on the Hotel Parcel or any adjacent property; provided, however, that such signs shall in no way interfere with any rights granted to Grantee hereunder. Grantee may, at its sole cost and expense, place signs upon the Additional Parking Area to indicate the exclusive nature of the parking easement granted herein.

5. **Conditions to Use of Parking Easement Areas; Insurance; Default; Indemnity.**

(a) **Conditions.** Grantee or the occupant of the Restaurant Parcel shall ensure that the use of the Additional Parking Area and the Original Parking Area by Grantee or any occupant of the Restaurant Parcel or their respective customers, employees or invitees does not create excessive noise, traffic congestion, trash, or disorderly customers on the Hotel Parcel. Grantee or the occupant of the Restaurant Parcel shall, at their sole cost and expense, comply with all applicable governmental laws, rules, regulations, orders and permits, with respect to their use of the Additional Parking Area and the Original Parking Area. Without limiting the foregoing, Grantee or the occupant of the Restaurant Parcel shall strictly comply, at their sole cost and expense, with all laws, rules, regulations, orders and permits governing the sale and consumption of alcoholic beverages at the Restaurant Parcel.

(b) **Insurance.** Grantee or the occupant of the Restaurant Parcel will keep in force, at their own expense, commercial general liability insurance on the so-called "occurrence" form against claims for bodily injury, death and property damage to cover its indemnification obligations set forth below in paragraph 5(c), with a limit per occurrence of at least \$1,000,000 and an annual aggregate of at least \$2,000,000. Coverage for so-called "liquor liability", with the same liability limits as stated above, shall be included in such insurance policy if alcoholic beverages are served at the Restaurant Parcel. All insurance shall be obtained under a valid and enforceable policy (the "Policy"), and shall be issued by one or more primary insurers having (i) a general policy rating of A or better and (ii) a financial class of A:VII or better by A.M. Best Company, Inc. (or if a rating of A.M. Best Company, Inc. is no longer available, a similar rating from a similar or successor service). All insurers providing insurance required herein shall be authorized and admitted to issue insurance in the Commonwealth of Virginia. The Policy shall name Grantor and Grantor's mortgagee as additional insureds. The Policy shall (i) be non-contributing, (ii) contain a waiver of subrogation provision, and (iii) contain an endorsement providing for a deductible per loss of an amount of no greater than \$10,000. The Policy shall contain (a) a provision that such Policy shall not be denied, renewed, or materially changed (other than to increase the coverage provided), nor shall it expire, without at least thirty (30) days prior written notice to Grantor in each instance; and (b) include effective waivers by the insurer of all claims for applicable premiums against loss payees, additional insureds and named

insureds (other than Grantee or the occupant of the Restaurant Parcel, as applicable). A certificate of insurance with respect to any renewal or replacement Policy shall be delivered to Grantor and Grantor's mortgagee not less than twenty (20) days prior to the expiration date of the Policy, which certificate shall bear a notation evidencing payment of the insurance premium. The coverages required to be maintained hereunder may be pursuant to a blanket Policy so long as such coverages and Policy comply with the requirements of this Agreement.

(c) **Indemnity.** Grantee shall indemnify, defend and hold Grantor, its managers, members, employees and agents, successors and assigns (each an "Indemnified Party"), harmless, from and against any and all claims, damages, liability (including, without limitation, consequential and punitive damages), costs and expenses, including, without limitation, attorney's fees and expenses, incurred by any Indemnified Party as a result of the use of the Additional Parking Area or the Original Parking Area by Grantee or any occupant of the Restaurant Parcel, or their respective employees, customers or invitees, or the breach by Grantee or any occupant of the Restaurant Parcel of any of their obligations in this Agreement. Grantor shall indemnify, defend and hold Grantee, its partners, employees, agents, successors and assigns, harmless, from and against any and all claims, damages, liability (including, without limitation, consequential and punitive damages), costs and expenses, including, without limitation, attorney's fees and expenses, incurred by Grantee, its partners, employees, agents, successors and assigns, as a result of the breach by Grantor of any of their obligations in this Agreement.

(d) **Default.** In the event that Grantor determines, at any time, in its sole and absolute discretion, that Grantee or any occupant of the Restaurant Parcel is in default of its obligations under this Paragraph 5, Grantor may terminate the Easement for the Additional Parking Area by notice in writing to Grantee, unless such conditions are remedied by Grantee or the occupant of the Restaurant Parcel within fifteen (15) days after written notice is provided by Grantor to Grantee.

6. **Amendment and Termination.** In addition to any other termination rights expressly reserved herein by Grantor, this Agreement may be amended or terminated by written instrument signed by Grantor and Grantee, or their respective successors or assigns, and any mortgagee of any portion of the Additional Parking Area, and recorded in the Clerk's Office. This Agreement shall automatically terminate if (i) the use of the Restaurant Parcel requires no more than fifty-five (55) on-site parking spaces under the Zoning Ordinance of Fauquier County. The termination of this Agreement shall in no way terminate or otherwise affect the Original Parking Easement.

7. **Binding Effect.** The covenants, agreements and benefits provided herein shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

8. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

9. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to any persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

10. **Paragraph Headings.** Paragraph headings contained herein are inserted as a matter of convenience only and in no way define or describe the scope of this Agreement or any provision hereof.

11. **Covenants Running with the Land.** The covenants contained herein shall be deemed to be covenants running with the Hotel Parcel and the Restaurant Parcel.

12. **Original Parking Easement.** Except as specifically amended herein, the Original Parking Easement, as defined above, shall remain in full force and effect.

WITNESS the following signatures:

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]***

GATEWAY BUSINESS PARK, LLC,
a Virginia limited liability company

By: Keith D. Stephens
Keith D. Stephens
Manager

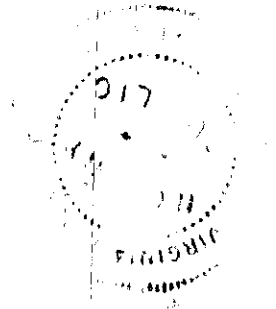
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 17th day of October, 2004, by Keith D. Stephens as Manager of Gateway Business Park, LLC, a Virginia limited liability company, on behalf of said company.

My commission expires: 3/31/2007

Virginia W. Wright
Notary Public



**GATEWAY RESTAURANT I LIMITED
PARTNERSHIP**, a Virginia limited partnership

GATEWAY RESTAURANT MANAGER, L.L.C.
General Partner

By: Leslie A. Farley, Manager
Name: Leslie A. Farley
Title: Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 19th day of October, 2004, by Leslie A. Farley, Manager of Gateway Restaurant of Gateway Restaurant I Limited Partnership, a Virginia limited partnership, on behalf of the partnership.

My commission expires: 3/31/2007 Manager, L.L.C. General Partner of

Vincent Wayne
Notary Public



SCHEDULE A

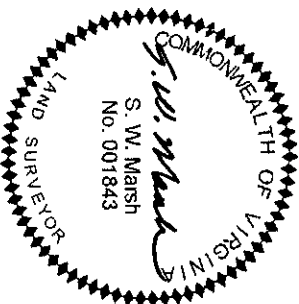
SEE PLAT ATTACHED HERETO

#567829 v3 011462.01237

"BEGINNING AT AN IRON PIPE FOUND IN THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTES 15, 29 & 211, SERVICE ROAD NO. 2, VARIABLE WIDTH RIGHT OF WAY, SAID POINT BEING THE SOUTHWESTERLY PROPERTY CORNER OF PARCEL "B-1"; THENCE WITH SAID PARCEL "B-1" THE TWO FOLLOWING COURSES AND DISTANCES: SOUTH 36° 26' 18" EAST 299.33 FEET TO AN IRON PIPE FOUND; NORTH 53° 33' 42" EAST 179.03 FEET TO AN IRON PIPE FOUND IN THE SOUTHERLY PROPERTY LINE OF THE NOW OR FORMERLY JOSEPH S. LEGGETT, INC. PROPERTY; THENCE DEPARTING SAID PARCEL "B-1" AND WITH THE SAID LINE OF THE LEGGETT PROPERTY, SOUTH 36° 26' 18" EAST 200.00 FEET TO AN IRON PIPE FOUND IN THE WESTERLY PROPERTY LINE OF PARCEL "C-1"; THENCE DEPARTING THE SAID LEGGETT PROPERTY AND WITH THE SAID LINE OF PARCEL "C-1", SOUTH 53° 33' 42" WEST 477.37 FEET TO AN IRON ROD SET IN THE NORTHERLY RIGHT OF WAY LINE OF CEDAR RUN ROAD, 50' WIDE RIGHT OF WAY; THENCE DEPARTING SAID PARCEL "C-1" AND WITH THE SAID RIGHT OF WAY OF CEDAR RUN ROAD THE FIVE FOLLOWING COURSES AND DISTANCES: NORTH 34° 49' 46" WEST 212.72 FEET TO AN IRON ROD SET, NORTH 08° 07' 40" WEST 55.90 FEET TO AN IRON ROD SET, NORTH 32° 56' 27" WEST 163.60 FEET TO AN IRON ROD SET, NORTH 01° 36' 59" EAST 65.79 FEET TO AN IRON ROD SET IN THE SAID RIGHT OF WAY LINE OF U.S. ROUTES 15, 29, 211, SERVICE ROAD NO. 2; THENCE WITH THE SAID RIGHT OF WAY LINE OF SAID SERVICE ROAD NORTH 47° 37' 32" EAST 216.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.8925 ACRES MORE OR LESS."

NOTES:

S.W. MARSH, L.S.



1. TITLE REPORT FURNISHED BY LAWYERS TITLE INSURANCE CORPORATION, CASE NO. C0034688, EFFECTIVE DATE: JULY 30, 2004 AT 8:00 A.M.
2. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON FAUQUIER COUNTY TAX ASSESSMENT MAP NO. 6984--99 PARCEL 6488.
3. THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS AS RECITED IN SCHEDULE B - SECTION 2 OF THE AFORESAID TITLE REPORT AND AS FURTHER SHOWN HEREON:

A) 40' WIDE INGRESS/EGRESS EASEMENT, 20' WIDE WATER EASEMENT, 15' WIDE WATER EASEMENT, 20' WIDE SANITARY SEWER EASEMENT & 27.5' WIDE SEWER & WATER EASEMENT AS RECORDED IN DEED BOOK 600 AT PAGE 564.

B) EASEMENT GRANTED TO VIRGINIA ELECTRIC AND POWER COMPANY AS RECORDED IN DEED BOOK 557 AT PAGE 263.

C) EASEMENT GRANTED TO VIRGINIA ELECTRIC AND POWER COMPANY AS RECORDED IN DEED BOOK 600 AT PAGE 119.

4. THE LOCATION OF THE FOLLOWING EASEMENTS AS RECITED IN SCHEDULE B - SECTION 2 OF THE AFORESAID TITLE REPORT CANNOT BE DETERMINED BECAUSE THE DESCRIPTION FOR THESE EASEMENTS IS AMBIGUOUS AND THEREFORE CANNOT BE PLOTTED.

A) EASEMENT GRANTED TO VIRGINIA ELECTRIC AND POWER COMPANY AS RECORDED IN DEED BOOK 169 AT PAGE 509.

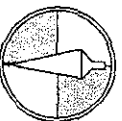
B) WATERLINE EASEMENT AS RECORDED IN DEED BOOK 166 AT PAGE 331.

5. PROPERTY SUBJECT TO PARKING EASEMENT AGREEMENT AS RECORDED IN DEED BOOK 621 AT PAGE 1832.

6. PROPERTY ADDRESS: 7379 COMFORT INN DRIVE, WARRENTON, VIRGINIA 20187.

7. MINIMUM YARD SETBACKS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS IS THE DISTANCE SHOWN (IF GREATER THAN ZERO) OR HEIGHT OF BUILDING, WHICHEVER IS GREATER. MINIMUM YARD IS ZERO WHERE SO SHOWN, IRRESPECTIVE OF BUILDING HEIGHT. IF A YARD IS PROVIDED WHERE NOT REQUIRED, IT SHALL BE NOT LESS THAN TWELVE (12) FEET WIDE.

8. THE PARKING LOT LAYOUT IS BUILT GENERALLY IN CONFORMANCE WITH THE APPROVED SITE PLAN DATED MARCH 27, 1989, AND PROVIDES 177 TOTAL PARKING SPACES.



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

GAT

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR OF THE STATE OF VIRGINIA, CERTIFIES TO LAWYERS TITLE INSURANCE CORPORATION, THE FAUQUIER BANK, AND/OR THOSE SUCCESSORS AND ASSIGNS INCLUDED IN THE DEFINITION OF INSURED AS CONTAINED HEREIN:

1. THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 10, 11a, 13 AND 14 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS."

2. THE SURVEY WAS MADE ON THE GROUND ON SEPTEMBER 22, 1997 AND SEPTEMBER 21, 2004 AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, THE LOCATION AND TYPE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY.

3. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY ACROSS THE SUBJECT PROPERTY OR ANY OTHER VISIBLE EASEMENTS OR RIGHTS-OF-WAY OF WHICH THE UNDERSIGNED HAS BEEN ADVISED.

4. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO PARTY WALLS OR CONFLICTS AND NO OBSERVABLE ABOVE-GROUND ENCROACHMENTS (a) BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY ADJOINING PROPERTIES, STREETS OR ALLEYS, OF (b) BY THE IMPROVEMENTS ON ADJOINING PROPERTIES, STREETS OR ALLEYS UPON THE SUBJECT PROPERTY.

5. THE LOCATION OF EACH EASEMENT, RIGHT-OF-WAY, SERVITUDE, AND OTHER MATTER AFFECTING THE SUBJECT PROPERTY LISTED IN THE TITLE INSURANCE COMMITMENT DATED JULY 30, 2004, ISSUED BY LAWYERS TITLE INSURANCE CORPORATION WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SURVEY, TOGETHER WITH APPROPRIATE RECORDING REFERENCES, TO THE EXTENT THAT SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN ON THE SURVEY IS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT NUMBER C0034688.

6. THE SUBJECT PROPERTY HAS A 40' INGRESS/EGRESS ACCESS EASEMENT TO AND FROM SERVICE ROAD NO. 2, A DULY DETACHED AND ACCEPTED PUBLIC STREET OR HIGHWAY AND THE RIGHT-OF-WAY LINES FOR ROADS ARE CONTIGUOUS TO THE PERIMETER LINES OF THE PREMISES ALONG THE RIGHT-OF-WAY, AND SAID RIGHT-OF-WAYS ARE DEDICATED AND ACCEPTED BY THE STATE OF VIRGINIA AND THERE ARE NO STRIPS, GAPS OR GORES BETWEEN PARCELS.

7. EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OF EGRESS

8. THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.

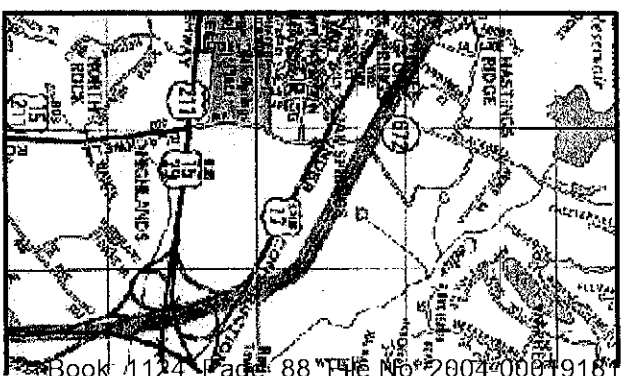
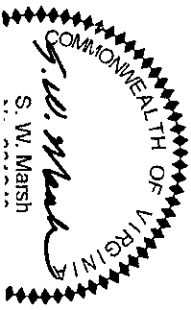
9. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 510055 0285 B DATED NOVEMBER 1, 1979, THE PROPERTY SHOWN HEREON LIES WITHIN AN AREA DESIGNATED AS ZONE C WHICH IS AN AREA OF MINIMAL FLOODING.

10. THE PROPERTY IS ZONED AS C-2, COMMERCIAL HIGHWAY DISTRICT. ITS CURRENT USE AS A MOTEL IS UNDERSTOOD TO BE A PERMITTED USE UNDER SUCH ZONING AS DESIGNATED BY FAUQUIER COUNTY, VIRGINIA.

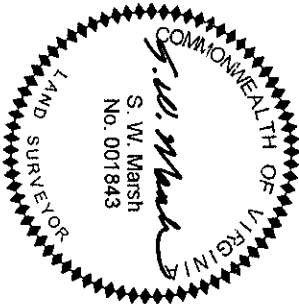
11. DESCRIPTION OF THE PROPERTY:

**GATEWAY BUSINESS PARK PARTNERSHIP
PARCEL "A-1"**

"BEGINNING AT AN IRON PIPE FOUND IN THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTES 15, 29 & 211, SERVICE ROAD NO. 2, VARIABLE WIDTH RIGHT OF WAY, SAID POINT BEING THE SOUTHWESTERLY PROPERTY CORNER OF PARCEL "B-1"; THENCE WITH SAID PARCEL "B-1" THE TWO FOLLOWING COURSES AND DISTANCES: SOUTH 36° 26' 18" EAST 299.33 FEET TO AN IRON PIPE FOUND; NORTH 53° 33' 42" EAST 179.03 FEET TO AN IRON PIPE FOUND IN THE SOUTHERLY PROPERTY LINE OF THE NOW OR FORMERLY JOSEPH S. LEGGETT, INC. PROPERTY; THENCE DEPARTING SAID PARCEL "B-1" AND WITH THE SAID LINE OF THE LEGGETT PROPERTY; SOUTH 36° 26' 18" EAST 200.00 FEET TO AN IRON PIPE FOUND IN THE WESTERLY PROPERTY LINE OF PARCEL "C-1"; THENCE DEPARTING THE SAID LEGGETT PROPERTY AND WITH THE SAID LINE OF PARCEL "C-1"; SOUTH 53° 33' 42" WEST 477.37 FEET TO AN IRON ROD SET IN THE NORTHERLY RIGHT OF WAY LINE OF CEDAR RUN ROAD, 50' WIDE RIGHT OF WAY; THENCE DEPARTING SAID PARCEL "C-1" AND WITH THE SAID RIGHT OF WAY OF CEDAR RUN ROAD THE FIVE FOLLOWING COURSES AND DISTANCES: NORTH 34° 49' 46" WEST 212.72 FEET TO AN IRON ROD SET, NORTH 08° 07' 40" WEST 55.90 FEET TO AN IRON ROD SET, NORTH 32° 56' 27" WEST 163.60 FEET TO AN IRON ROD SET, NORTH 01° 36' 59" EAST 65.79 FEET TO AN IRON ROD SET IN THE SAID RIGHT OF WAY LINE OF U.S. ROUTES 15, 29, 211, SERVICE ROAD NO. 2, THENCE WITH THE SAID RIGHT OF WAY LINE OF SAID SERVICE ROAD NORTH 47° 37' 32" EAST 216.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.8925 ACRES MORE OR LESS."



ROUTES 13, 29 & 211, SERVICE ROAD NO. 2, VARIABLE WIDTH RIGHT OF
HENCE WITH SAID PARCEL "B-1" THE TWO FOLLOWING COURSES AND
33' 33" 42" EAST 179.03 FEET TO AN IRON PIPE FOUND IN THE SOUTHERLY
ICE DEPARTING SAID PARCEL "B-1" AND WITH THE SAID LINE OF THE
N THE WESTERLY PROPERTY LINE OF PARCEL "C-1"; THENCE DEPARTING
33' 42" WEST 477.37 FEET TO AN IRON ROD SET IN THE NORTHERLY
G SAID PARCEL "C-1" AND WITH THE SAID RIGHT OF WAY OF CEDAR RUN
2 FEET TO AN IRON ROD SET, NORTH 08° 07' 40" WEST 55.90 FEET TO
14 01' 36" 59" EAST 65.79 FEET TO AN IRON ROD SET IN THE SAID RIGHT
AND RIGHT OF WAY LINE OF SAID SERVICE ROAD NORTH 47° 37' 32" EAST
SS".



1. *Marsh 10/16/04*
L.S.

16088, EFFECTIVE DATE: JULY 30, 2004 AT 8:00 A.M.

SSMENT MAP NO. 6984--99 PARCEL 6488.

- SECTION 2 OF THE AFORESAID TITLE REPORT AND AS

EASEMENT, 20' WIDE SANITARY SEWER EASEMENT & 27.5' WIDE

DEED BOOK 557 AT PAGE 263.

DEED BOOK 600 AT PAGE 119.

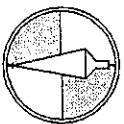
OF THE AFORESAID TITLE REPORT CANNOT BE DETERMINED
BE PLOTTED:

DEED BOOK 169 AT PAGE 509.

1 AT PAGE 1832.

STANCE SHOWN (IF GREATER THAN ZERO) OR HEIGHT OF
OF BUILDING HEIGHT, IF A YARD IS PROVIDED WHERE NOT

TE PLAN DATED MARCH 27, 1989, AND PROVIDES 177 TOTAL



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601

PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

This plat has not been reviewed for
compliance with zoning and subdivision
ordinance requirements and does not
constitute an approval of new lots of record
under the Fauquier County Subdivision Ordinance.
Shirley A. Cobb
Agent, Board of Supervisors
10-19-04
Date

LEGEND

ABBREVIATION	DEFINITION
CO	SANITARY CLEAN OUT
DI	DRAIN INLET
FH	FIRE HYDRANT
GA	GUY ANCHOR
GM	GAS METER
GV	GAS VALVE
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
MLP	METAL LIGHT POLE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN OUTLET
S	SANITARY SEWER LINE
SAN. MH	SANITARY MANHOLE
TRB	TELEPHONE RISER BOX
WM	WATER METER
WPP	WOOD POWER POLE
WV	WATER VALVE

ALTA/ACSM LAND TITLE SURVEY

GATEWAY BUSINESS PARK PARTNERSHIP

PARCEL "A-1"

DEED BOOK 600 PAGE 564

CENTER MAGISTERIAL DISTRICT

FAUQUIER COUNTY, VIRGINIA

DRAWING NO.

ID6484

DATE:

OCTOBER 18, 2004

"ID6484 1824.dwg"

SHEET

1

OF

2

CERTIFICATE

IA, CERTIFIES TO LAWYERS TITLE INSURANCE CORPORATION, THE FAUQUIER SURED AS CONTAINED HEREIN:

RE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS, 1, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 10, 11, ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS SURVEY. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND AREA REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS."

R 21, 2004 AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, LATED ON THE SUBJECT PROPERTY.

5-OF-WAY ACROSS THE SUBJECT PROPERTY OR ANY OTHER VISIBLE

AND NO OBSERVABLE ABOVE-GROUND ENCROACHMENTS (d) BY THE EYS, OF (b) BY THE IMPROVEMENTS ON ADJOINING PROPERTIES, STREETS OR

IF AFFECTING THE SUBJECT PROPERTY LISTED IN THE TITLE INSURANCE ION WITH RESPECT TO THE SUBJECT PROPERTY, HAS BEEN SHOWN ON THE SUCH MATTERS CAN BE LOCATED. THE PROPERTY SHOWN ON THE SURVEY

FROM SERVICE ROAD NO. 2, A DULY DETACHED AND ACCEPTED PUBLIC THE PERIMETER LINES OF THE PREMISES ALONG THE RIGHT-OF-WAY, AND THERE ARE NO STRIPS, CAPS OR GORES BETWEEN PARCELS.

Y ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OF EGRESS CLOSED FIGURE.

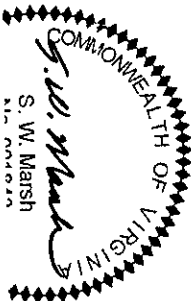
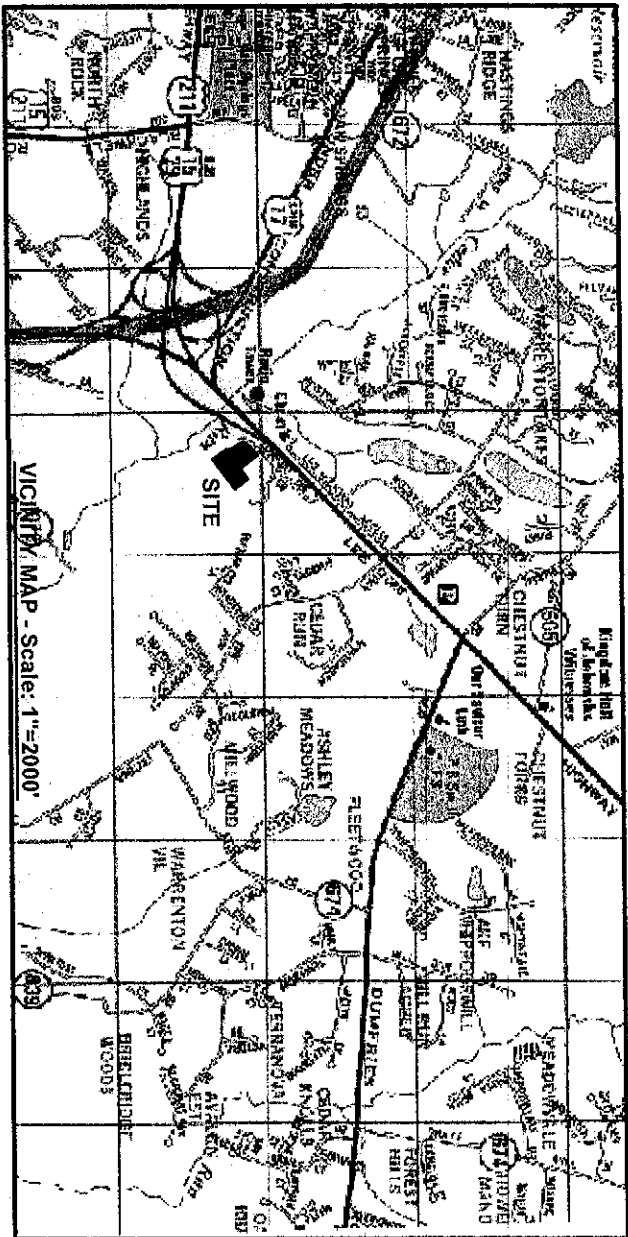
055 0285 B DATED NOVEMBER 1, 1979, THE PROPERTY SHOWN HEREON LIES

USE AS A MOTEL IS UNDERSTOOD TO BE A PERMITTED USE UNDER SUCH

PARK PARTNERSHIP

"A-1"

ROUTES 15, 29 & 211, SERVICE ROAD NO. 2, VARIABLE WIDTH RIGHT OF HENCE WITH SAID PARCEL "B-1" THE TWO FOLLOWING COURSES AND 13' 33" 42' EAST 179.03 FEET TO AN IRON PIPE FOUND IN THE SOUTHERLY ICE DEPARTING SAID PARCEL "B-1" AND WITH THE SAID LINE OF THE N THE WESTERLY PROPERTY LINE OF PARCEL "C-1"; THENCE DEPARTING 33' 42" WEST 477.37 FEET TO AN IRON ROD SET IN THE NORTHERLY IG SAID PARCEL "C-1" AND WITH THE SAID RIGHT OF WAY OF CEDAR RUN 2 FEET TO AN IRON ROD SET, NORTH 08° 07' 40" WEST 55.90 FEET TO 14' 01' 36" 59" EAST 65.79 FEET TO AN IRON ROD SET IN THE SAID RIGHT AND RIGHT OF WAY LINE OF SAID SERVICE ROAD NORTH 47° 37' 32" EAST ESS".



COUNTY OF FAUQUIER
APPROVAL BLOCK

This plat is for the sole purpose of
recording an exhibit

This plat has not been reviewed for
compliance with zoning and subdivision
ordinance requirements and does not
constitute an approval of new lots of record
under the Fauquier County Subdivision Ordinance.

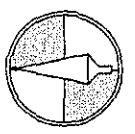
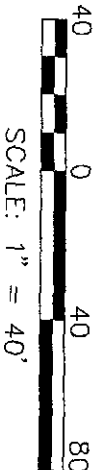
Elizabeth A. Cook
Agent/ Board of Supervisors

Date *10-17-04*

13

COUNTY OF FAUQUIER
APPROVAL BLOCK

U.S. ROUTES 15, 29 & 211
(Variable Width R/W)
(Service Road No. 2)



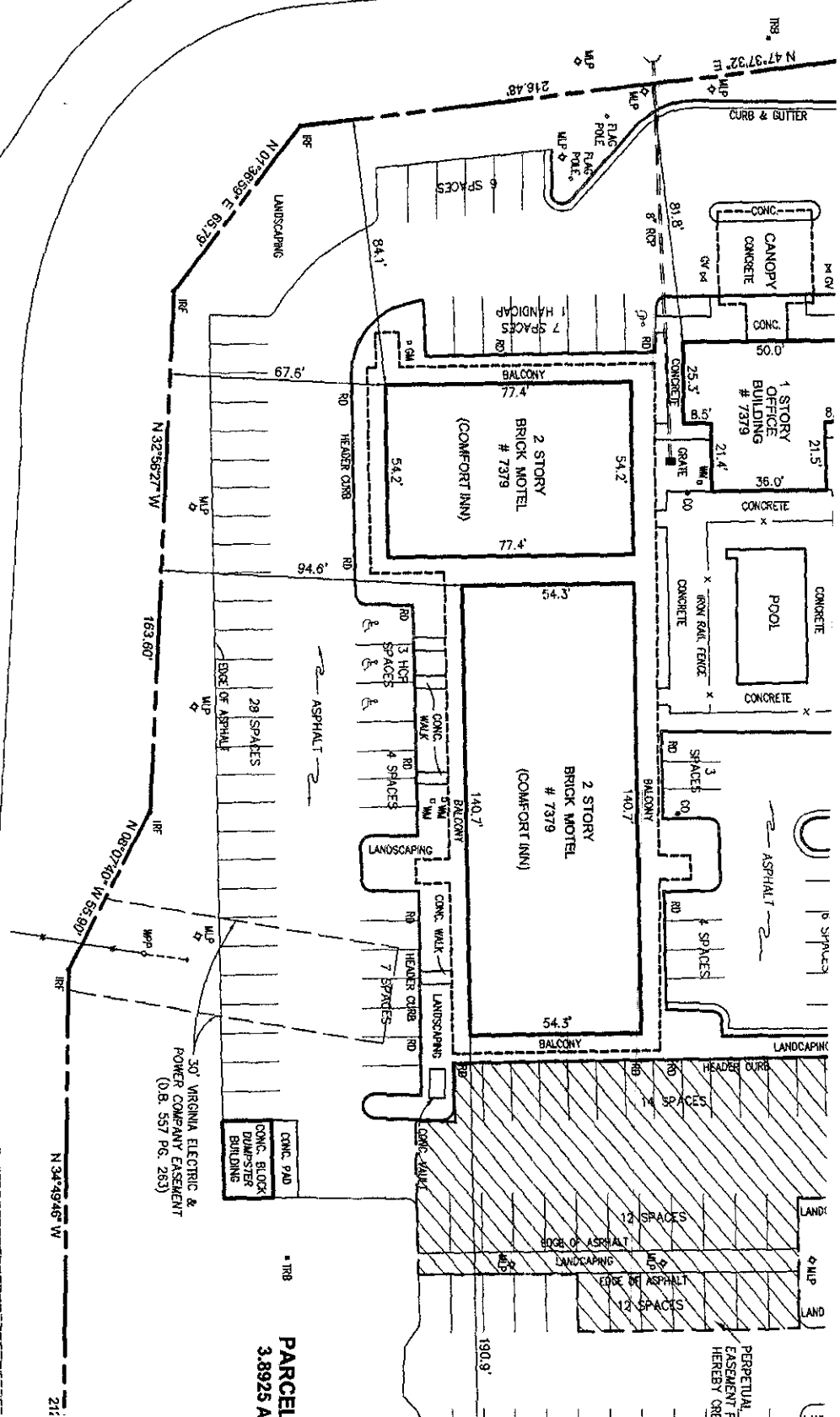
Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL offices@marshandlegge.com

GAT

CEDAR RUN ROAD - 50' R/W

PARCEL
3.8925 A



14

N/F JOSEPH S. LEGGETT, INC.

N/F GATEWAY RESTAURANT I LIMITED PARTNERSHIP
PARCEL "B-1"

30' VIRGINIA ELECTRIC &
POWER COMPANY EASEMENT
(D.B. 500 PG. 119)

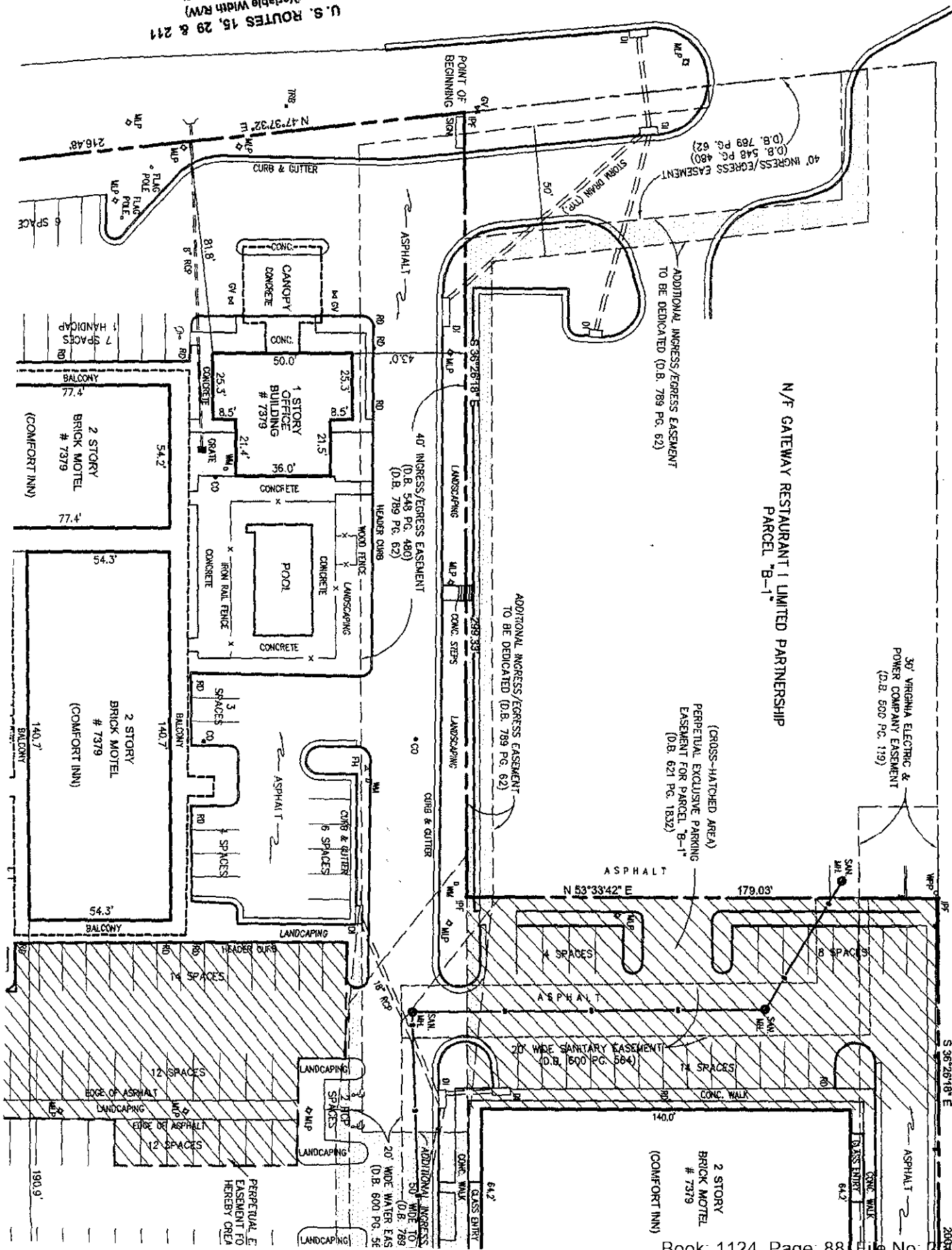
(CROSS-HATCHED AREA)
PERPETUAL EXCLUSIVE PARKING
EASEMENT FOR PARCEL "B-1"
(D.B. 621 PG. 1832)

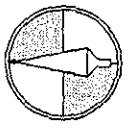
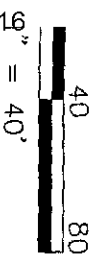
ADDITIONAL INGRESS/EGRESS EASEMENT
TO BE DEDICATED (D.B. 789 PG. 62)

ADDITIONAL INGRESS/EGRESS EASEMENT
TO BE DEDICATED (D.B. 789 PG. 62)

40' INGRESS/EGRESS EASEMENT
(D.B. 548 PG. 480)
(D.B. 789 PG. 62)

U.S. ROUTES 15, 28 & 211
(Variable Width R/W)
(Service Road No. 2)





Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

ALTA/ACSM LAND TITLE SURVEY GATEWAY BUSINESS PARK PARTNERSHIP PARCEL "A-1"

DEED BOOK 600 PAGE 564
CENTER MAGISTERIAL DISTRICT
FAUQUIER COUNTY, VIRGINIA

DRAWING NO.
ID6484

DATE:
OCTOBER 18, 2004
"ID6484 1824.dwg"
SHEET

2
OF 2



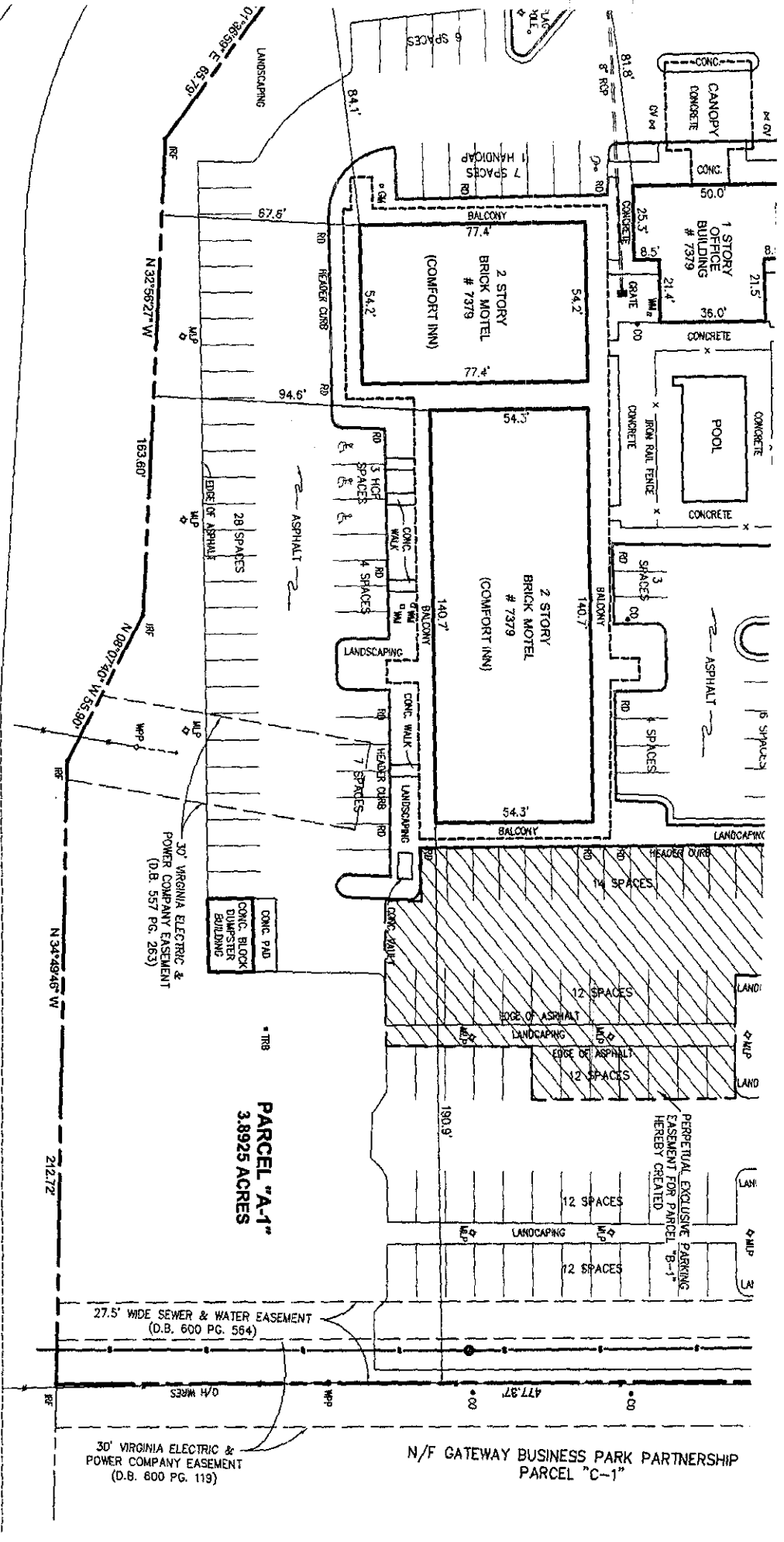
CEDAR RUN ROAD - 50' RW

PARCEL "A-1"
3.8925 ACRES

27.5' WIDE SEWER & WATER EASEMENT
(D.B. 600 PG. 564)

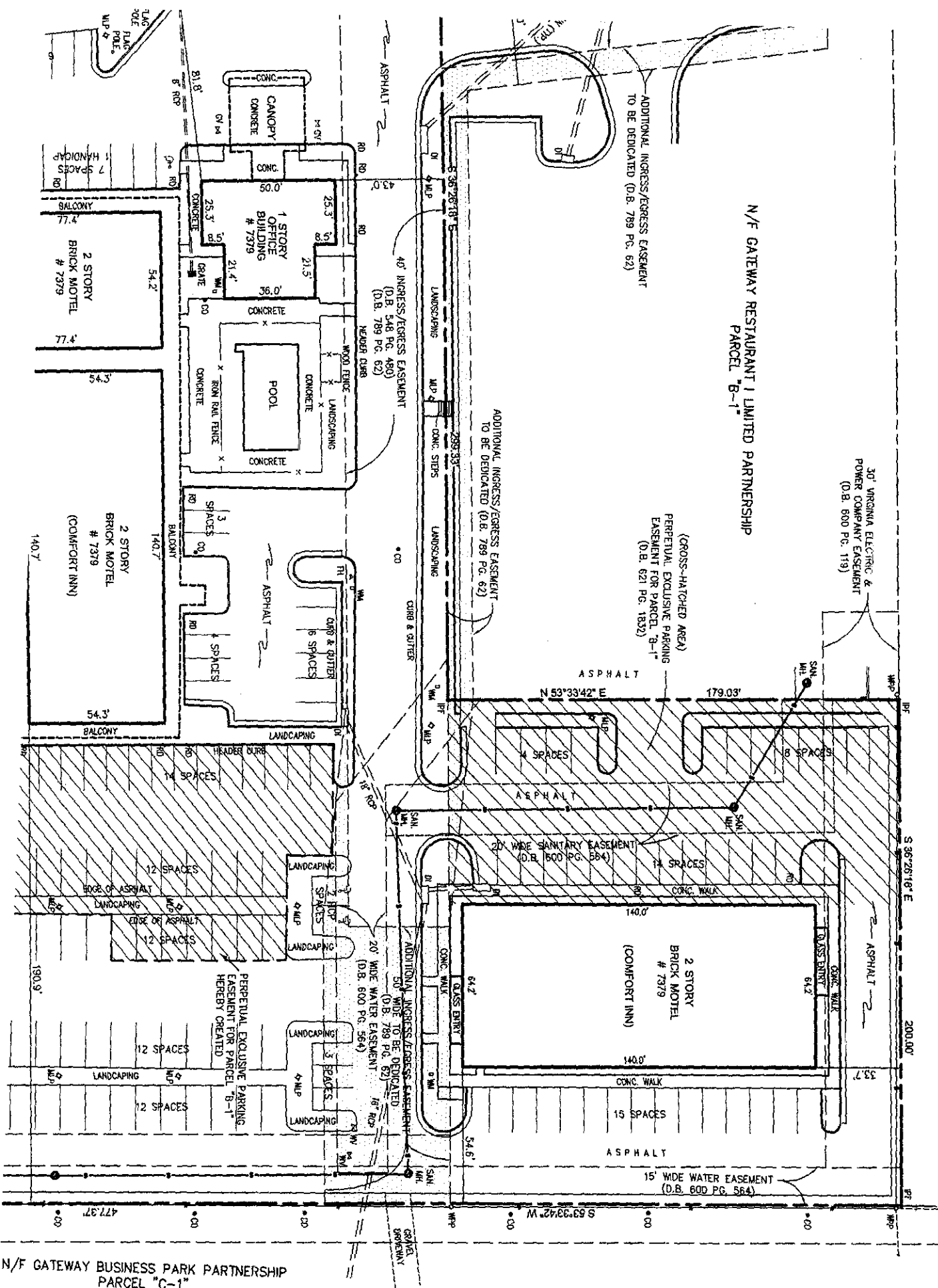
30' VIRGINIA ELECTRIC &
POWER COMPANY EASEMENT
(D.B. 600 PG. 119)

N/F GATEWAY BUSINESS PARK PARTNERSHIP
PARCEL "C-1"



N/F JOSEPH S. LEGGETT, INC.

N/F GATEWAY RESTAURANT I LIMITED PARTNERSHIP
PARCEL "B-1"



RECORDED IN CLERKS OFFICE OF
FAUQUIER ON
October 20, 2004 AT 2:01:02 PM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-602
STATE: \$0.00 LOCAL: \$0.00
FAUQUIER COUNTY, VA
GAIL H BARBCLERK OF CIRCUIT COURT

Gail H Barbclerk Clerk