

010283

Examined, verified and
mailed to MOORE & SAUNDERS
August 19 1999

THIS DEED OF DEDICATION, made this 17th day of August, 1999, by and between BAYBERRY ASSOCIATES, LLC, A Virginia

limited liability company, and its successors and assigns, hereinafter referred to as "Grantor", party of the first part, and the BAYBERRY COVE PROPERTY OWNERS ASSOCIATION, INC., and its successors and assigns, hereafter referred to as "Association",

party of the second part, and SAMUEL G. SCOTT, Trustee, party of the third part, and BRANCH BANKING AND TRUST COMPANY OF VIRGINIA, Noteholder, party of the fourth part;

WHEREAS, grantor is the owner of a tract of land, being a portion of that land transferred to grantor by deed of William L. Sawyer and Juanita W. Sawyer, his wife, dated October 25, 1996, and duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, in Deed Book 506, at page 702; and

WHEREAS, grantor is the owner of a tract of land, being a portion of that land transferred to grantor by deed of Edward K. Rabey, III, and Constance E. Rabey, his wife, dated October 25, 1996, and duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, in Deed Book 506, at page 694; and

WHEREAS, by Deed of Trust, dated August 13, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 675, at page 137, the property was conveyed to Jesse W. Howard and Samuel G. Scott, Trustees, securing Branch Banking and Trust Company of Virginia, Noteholder, in the original principal amount of FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (\$4,750,000.00), and it is the desire of said Trustees and said Noteholder to execute this Deed evidencing consent thereto and to release the lien of said Deed of Trust as it applies to the "Open Spaces", "Impoundment Easements", "Park Site", and "Sign Easements" (the "Common Areas") dedicated herein; and

Prepared by: Moore & Saunders

This Deed of Dedication is subject to that Deed of Easement, dated September 25, 1998, to the City of Suffolk, and duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, in Deed Book 614, at page 202.

are hereby released as to the aforesaid lien. Easements", "Park Site" and "Sign Easements" dedicated herein Virginia, Noteholder. The said "Open Spaces", "Impoundment Samuel G. Scott, Trustee for Branch Banking and Trust Company of Noteholder referenced hereinabove and by the signature of dedication of this property is with the consent of the Grantor as evidenced by the signatures set forth herein. The consent and in accordance with the desire of the undersigned Easements". The dedication of this property is with the free as "Open Spaces", "Impoundment Easements", "Park Site" and "Sign improvements set forth on the above-referenced plat, designated Association, Inc., that portion of the property and all grant, bargain and convey to the Bayberry Cove Property Owners receipt of which is hereby acknowledged, Grantor does hereby WITNESSETH: that for good and valuable consideration, the

120-C. aforesaid Clerk's Office in Plat Cabinet 2, Slides 119-B through VIRGINIA", dated November 18, 1998 and duly recorded in the OF BAYBERRY COVE SECTION ONE, SLEEPY HOLE BOROUGH, SUFFOLK, Easements", and set forth on the plat entitled: "CORRECTED PLAT "Open Spaces", "Impoundment Easements", "Park Site" and "Sign use that portion of the property shown and identified as the WHEREAS, it is the desire of Grantor to dedicate to public

[Signature]
ATTEST

[Signature]
BY: *[Signature]*
BRANCH BANKING AND TRUST COMPANY
OF VIRGINIA
(SEAL)

[Signature]
BY: SAMUEL G. SCOTT, Trustee
(SEAL)

[Signature]
BY: EMIL A. VIOIA, PRESIDENT
(SEAL)
MANAGER
A VIRGINIA CORPORATION

BY: GALBERRY CORPORATION,
A VIRGINIA CORPORATION,
BAYBERRY ASSOCIATES, LLC LIABILITY
COMPANY

WITNESS the following signature and seal:

Deed of Easement

PLCARB 2 Side 198-120-C
BOOK 614 PAGE 202

010849

Examined, verified and
mailed to Moore & Saunders
Oct 1988

THIS DEED OF EASEMENT, made this 25th day of September, 1998, by and between BAYBERRY ASSOCIATES, LLC, a Virginia Limited Liability company, and its successors and assigns, hereinafter referred to as "Owner", party of the first part, and the CITY OF SUFFOLK, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and its successors and assigns, hereafter referred to as "City", party of the second part, the address of which is City of Suffolk, City Clerk's Office, 441 Market Street, Suffolk, Virginia 23434;

WHEREAS, Owner has obtained from the City approval of a Preliminary Subdivision Plat (the "Subdivision") for Bayberry Cove Subdivision in the City of Suffolk; and
WHEREAS, the Subdivision requires all "Open Spaces", "Impoundment Easements", "Park Site" and "Sign Easements" (the "Common Areas"), the maintenance of which must be guaranteed, upon the final approval of the plat of any section of the Subdivision, by the Owner and its successors in interest, including but not limited to Bayberry Cove Property Owners Association, Inc. (the "Homeowners' Association") which is to be created by the Owner; and

WHEREAS, the Owner has submitted for final approval by the City the Plat of Section 1 of the Subdivision;

WITNESSETH: That for and in consideration of the premises, and the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey with GENERAL WARRANTY unto the City an easement and right-of-way for the designated public utility purposes and for the purpose of guaranteeing the maintenance of the Common Areas consisting of "Open Spaces", "Impoundment Easements", "Park Site" and "Sign Easements" all as shown on the approved Preliminary Plat, as modified by final Plats based thereon which are approved hereafter, together with all of the rights and privileges hereinafter enumerated; under,

All of that certain tract or parcel of land, situated in Sleepy Hole Borough, in the City of Suffolk, State of Virginia, containing 37.332 acres, more or less and designated Parcel D, Tax Section 12, Parcel 27, on that certain plat entitled "Plat Showing Subdivision of Property Owned by William L. Sawyer and Juanita W. Sawyer and Edward Rabey III and Constance E. Rabey," made by BOUNDARY FIRST, P.C., SURVEYORS, ENGINEERS & PLANNERS, dated September 16, 1996, revised October

PARCEL TWO:

All of that certain tract or parcel of land, situated in Sleepy Hole Borough, in the City of Suffolk, State of Virginia, containing 51.128 acres, more or less and designated Parcel B, Tax Section 12, Parcel 27, on that certain plat entitled "Plat Showing Subdivision of Property Owned by William L. Sawyer and Juanita W. Sawyer and Edward Rabey III and Constance E. Rabey," made by BOUNDARY FIRST, P.C., SURVEYORS, ENGINEERS & PLANNERS, dated September 16, 1996, revised October 10, 1996, and duly recorded in Plat Cabinet 1 and Slide 186-C, D, E & 187-A & B in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia. Reference to said plat being made for a more particular description of said property.

PARCEL ONE:

Said property being conveyed to the Owner herein as follows:

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying, situate and being in the City of Suffolk, Virginia, and as shown on the plat entitled, "PRELIMINARY SUBDIVISION OF BAYBERRY COVE SLEEPY HOLE BOROUGH, SUFFOLK, VIRGINIA", dated December 4, 1995, made by Boundary First, P.C., Surveyors, Engineers, & Planners. Reference to said plat is hereby made for a more particular description of said property by metes and bounds.

through, upon, over and across the property of the owner in the City of Suffolk, Virginia, which is more particularly bounded and described as follows:

option, to enter upon the properties owned by the Owner, for the Owners by the City, the City shall have the right, at its thirty (30) days after notice in writing thereof given to the terms and conditions hereof, which continues for a period of the maintenance of the "Common Areas", in accordance with the performance of any of the covenants and warranties pertaining to In the event of any default or failure by the Owner, in the 2. Maintain rights of the City in the Event of Default.

by law.

structures and appurtenances in the "Common Areas" as required d. Maintain in good order and repair all other equipment, "Impoundment Easement Areas"; and

c. Maintain in good order and repair the principal and emergency spillways which serve as the outflow devices for the "Common Areas";

b. Plant and mow grass or maintain a vegetative cover on the slopes surrounding the "Impoundment Easement Areas" and the "Impoundment Easement Areas" as shown on the approved plans; Easement Areas" so as to maintain the elevation of the bottom of

a. Remove silt and other debris from the "Impoundment not be limited to, the following:

Specifically, it is agreed that maintenance shall include, but constructed, in accordance with the standards provided by law. to accomplish the purposes for which they were designed and "Common Areas" in a manner which will permit the "Common Areas" The Owner agrees that it shall maintain in perpetuity the

1. Maintenance of the Common Areas

10, 1996, and duly recorded in Plat Cabinet 1 and Slide 186-C, D, E & 187-A & B in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia. Reference to said plat being made for a more particular description of said property.

6. Bayberry Associates, LLC, shall have no rights or liabilities except as a member of the Homeowner's Association or as owner of a lot or other parcel in the Property following its conveyance to the Homeowner's Association. Following the conveyance, the notice required in paragraph 2 above shall be given to the Homeowner's Association; or if none, to each owner

5. The foregoing agreements shall be covenants which run with the land and shall inure solely to the benefit of, and shall be binding upon, the parties hereto, their respective successors and assigns, including all subsequent owners of individual lots located in the Bayberry Cove Subdivision.

4. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement.

3. Indemnification of City. The owner, including the Homeowner's Association, individual lot owners, and all other successors in interest, in the property or any parts hereof, and the successors and assigns of each, hereby agree that each shall save, hold harmless, and indemnify the City from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure to maintain the "Common Areas", in accordance with the terms and conditions set forth herein; or arising from, or out of, the construction, operation, repair or maintenance of the "Common Areas".

3. Indemnification of City. The owner, including the Homeowner's Association, individual lot owners, and all other successors in interest, in the property or any parts hereof, and the successors and assigns of each, hereby agree that each shall save, hold harmless, and indemnify the City from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure to maintain the "Common Areas", in accordance with the terms and conditions set forth herein; or arising from, or out of, the construction, operation, repair or maintenance of the "Common Areas".

Deputy City Clerk

Mary Ellen Dyer

ATTEST

CITY MANAGER

BY: *[Signature]* (SEAL)

CITY OF SUFFOLK, VIRGINIA

ACCEPTED:

EMIL A. VIOLA, PRESIDENT

BY: *[Signature]* (SEAL)

BY: GALBERRY CORPORATION,
A VIRGINIA CORPORATION
MANAGING MEMBER

BY: BAYBERRY ASSOCIATES, LLC
A VIRGINIA LIMITED LIABILITY
COMPANY

WITNESS the following signatures and seals:

of property in the subdivision.
7. Upon execution of this Agreement, it shall be recorded
in the Clerk's office of the circuit court, city of Suffolk,
Virginia, at the owner's expense.

INSTRUMENT #980010849
 RECORDED IN THE CLERK'S OFFICE OF
 SUFFOLK ON
 OCTOBER 19, 1998 AT 08:10AM
 HENRY C. MURDEN, CLERK
 BY: [Signature] 57.79 x 4.15

[Signature]
 Notary Public

The foregoing instrument was acknowledged before me this
 15 day of October, 1998, by
Myles E. Standish, City Manager of the City of Suffolk,
 and Mary Lynn Dixon, Deputy
 City Clerk of the City of Suffolk.
 My commission expires: 3/31/2001.

STATE OF VIRGINIA
 CITY OF SUFFOLK, to-wit:

[Signature]
 Notary Public

The foregoing instrument was acknowledged before me this
 15 day of September, 1998, by Emil A. Viola,
 President of Galberry Corporation, A Virginia Corporation,
 Managing Member of Bayberry Associates, LLC, a Virginia Limited
 Liability company.
 My commission expires: 4-30-01.

STATE OF VIRGINIA
 CITY OF SUFFOLK, to-wit:

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereunto belonging, lying, situate and being in the city of Suffolk, Virginia, and as shown on the plat entitled, "SUBDIVISION PLAT OF SUFFOLK MEADOWS PHASE ONE NANSEMOND BOROUGH, SUFFOLK, VIRGINIA", dated June 3, 1998, made by Survey Associates, Ltd., Land Engineering, Construction Surveying, Chesapeake, Virginia 23321, and which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, in Plat Cabinet 119B - 120C, at Reference to said plat slides is hereby made for a more particular description of said property by metes and bounds.