

02753

1153PG0800

QUITCLAIM
DEED OF EASEMENT

THIS DEED made and entered into this 7th day of November,
1991, by and between PAUL M. HODGE and AVIS F. HODGE, husband and
wife, Grantors, parties of the first part; and PETER P. WEIDLEIN,
TRUSTEE, Grantee, party of the second part.

PH
CFAH

WHEREAS the party of the second part is the owner of a house and
.4644-acre lot on the south side of Route 630 in the village of
Unison, Loudoun County, Virginia by virtue of a deed of the parties
of the first part dated July 6, 1989 and of record in the Clerk's
office of the Circuit Court of said county at Deed Book 1048, Page
1137; and

WHEREAS said house and lot is served by a well and septic field
located on an adjacent field belonging to the parties of the first
part by virtue of a deed of Harry A. Sinclair, et ux, dated September
30, 1987 and recorded in said Clerk's Office at Deed Book 963, Page
207; and

WHEREAS the parties of the first part desire to convey an
easement therefor; now therefore

W I T N E S S E T H :

That for, and in consideration of, the premises and \$10.00 cash
in hand paid, the parties of the first part do hereby grant and convey
by Quitclaim Deed unto the party of the second part an easement to
maintain and repair a well and septic drainfield at the locations
shown on the boundary survey and house location of the land of Peter

PH
CFAH

Returned to: State of
RC Box 338
Copperville TN 37024

P. Weidlein, Trustee by Ken W. Erickson, Inc. dated December 13, 1989 attached hereto as a part of this deed.

This easement is perpetual and shall run with the land and is subject to the following terms:

1. The party of the second part shall have the right of reasonable ingress and egress over, under and across the lands of the parties of the first part for the purpose of exercising the rights herein granted.

2. The party of the second part shall promptly repair any damage that he shall do to the property of the parties of the first part during use of this easement.

3. The party of the first part shall have no liability to the party of the second part for any damage to the above ground septic field pipe, ~~and their liability for damage to the other well and septic system unless said damage is caused by the negligence or direct act of the said party of the first part.~~ ^{Party of the first part shall have no} ^{or} ^{att} ^{underground}

4. The party of the second part agrees to hold the party of the first part harmless for any loss or damage the party of the first part may incur as a result of the exercise by the party of the second part of its rights hereunder. Any cost shall be born by the party of the second part.

5. The location of the well and septic system shall not be altered without the express written consent of the party of the first part.

This Deed of Easement is binding on the personal representatives, heirs, successors in interest and assigns of the parties.

1153PG 001

WITNESS the following signatures and seals:

Paul M. Hodge (SEAL)
PAUL M. HODGE

Mrs F. Hodge (SEAL)
MRS F. HODGE

STATE OF VIRGINIA
COUNTY OF ~~LOUDOUN~~, to-wit:

Jaqueline
I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 31st day of January, 1992, do hereby certify that Paul M. Hodge and Mrs F. Hodge, whose names are signed to the foregoing document bearing date on the 7th day of December, 1991, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 7th day of December, 1991.

Margaret J. [Signature]
Notary Public

11/1/92:HODGE.DOE

NOTARY PUBLIC CERTIFICATE ANNEX 200

3

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NOTARY PUBLIC