

**Status of the Water Supply  
on Waterford Foundation Properties**

**October 2011**

**Discussion prepared by the Ad Hoc Water Supply Committee of the Waterford Foundation Inc.**

Members:

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# **Status of the Water Supply on Waterford Foundation Properties**

**October 2011**

The Waterford Foundation Board of Directors(BOD) established the Ad-Hoc Water Supply Committee in September 2010. The decision to create this committee was made after several wells in the village went dry during the previous summer and the owner of the Arch House on Main Street requested permission to drill a new well on the Water Street Meadow. The BOD realized that in order to make informed decisions about maintaining it's properties and ensuring the long term viability of the Landmark, an assessment of existing Waterford Foundation Inc.(WFI) wells, water supply to WFI properties, and existing water related easements and policies was necessary. This is one of two papers the committee prepared to assist the BOD with future decisions. This white paper summarizes the water supply status for WFI properties as of October 2011, the other presents issues and information on community water supply systems.

## **WFI Properties**

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The WFI owns and maintains 13 properties in the village of Waterford. Only three of these properties have water supplied by a well and sewer connections, namely the Mill, Corner Store, and Old School. Serving as the WFI office, the Corner Store was the first to have a water supply and it came from the Community Well on Water Street Meadow(WSM) which was drilled in 1974. The wells for the Mill and Old School were drilled in 1981. These buildings were the most frequently used and easiest to supply. Although the North Meadow property is vacant, it does have a well owned by the WFI, but no sewer connection. The Water Street Meadow is also a vacant property with several wells and no sewer, but the WFI does not own any of its active wells. WFI properties that only have outbuildings, namely the Schooley Mill Barn, Forge, Red Barn, Bond Street Barn, and Philips Farm, do not have a water source, because it hasn't been a requirement. The Second Street School does not have a water supply because it's preservation easement does not allow installation of a well or plumbing. Attempts have been made to find water sources for the Chair Factory and John Wesley Community Church, but none have been successful, either because of regulation or funding. The current status of the existing WFI properties is summarized in [Appendix I](#).

At this time, there are a total of 16 wells located on WFI property. Of these, six of the wells are in use, the others are not being used or are abandoned. Four of the wells that are in use are not owned by the WFI, but by village property owners, and are located on the Water Street Meadow(WSM). The other two active wells are located on the Mill and Old School properties and serve those buildings. It should be noted that one of the wells on the WSM that is owned by the Pink House, serves not only the Pink House, but also the Corner Store from 1982 until the present and the Tin Shop from 1982 until 2011.

The WFI also owns two wells that are not on WFI property. They are located in the North Meadow subdivision on property that was purchased by the WFI, subdivided and resold. The 100 foot well easements and 15 foot access easements are shown on the property plat and documented in the deed of subdivision. The tables below provide a list of WFI wells. Property details, well codes and maps are located in [Appendix II](#).

<b>Wells on WFI Property</b>							
Data from Loudoun County Health Department Records							
	<b>Total No.</b>	<b>Well ID</b>	<b>yield gpm</b>	<b>depth feet</b>	<b>Status</b>	<b>Owner*</b>	<b>Note</b>
<b>Mill</b>	<b>1</b>	WWIN-1981-0168	3	240	Active	WFI	
<b>North Meadow</b>	<b>1</b>	WWIN-1998-0115	5	620	Active	WFI	Not in Use
<b>Water St. Meadow</b>	<b>8</b>	WWIN-1986-0327			Abandoned	WFI	
		WWIN-1986-0328	4	420	Active	Post Office	#5
		WWIN-1982-0125	35	160	Active	Pink House	#1,5
		WWCO-1974-0152	1	500	Active	WFI	Not in Use
		WWIN-1991-0155	1	500	Active	Weavers Cottage	#5
		WWDH-1991-0097			Abandoned	WFI	
		WWDH-1991-0014			Abandoned	WFI	
		WWIN-1999-0178	<1	740	Active	Talbott House	#2, 6
<b>Old School</b>	<b>6</b>	WWIN-1981-0198	2.25	121	Active	WFI	#3,4,5
		WWIN-1981-0199	No data	No data	Active	WFI	Not in Use
		WWDH-1993-0049		350	Abandoned	WFI	
		WWDH-1993-0050		600	Abandoned	WFI	
		WWDH-1993-0051		100	Abandoned	WFI	
		WWHP-2008-0195		400	Abandoned	WFI	

\*Property names/addresses are located in Appendix II

- Notes:** #1 Shared with the Corner Store and ,until May 2011, the Tin Shop  
#2 Was supposed to be drilled on the Tiscione property, but LC shows it on WF property  
#3 Shared with the Methodist Church  
#4 Yield test done in October 2011  
#5 Water Easement in place w/WFI  
#6 Water Easement in place w/owner, well is assumed to be on WSM (this should be verified)

<b>Wells Owned by WFI, but not on WFI Property</b>							
Data from Loudoun County Health Department Records							
	<b>Total No.</b>	<b>Well ID</b>	<b>yield gpm</b>	<b>depth feet</b>	<b>Status</b>	<b>Owner</b>	<b>Note</b>
<b>North Meadow Subdivision Nesbit lot</b>	<b>1</b>	WWIN-1998-0116	20	460	Active	WFI	Not in Use
<b>North Meadow Subdivision Bocek lot</b>	<b>1</b>	WWIN-1998-0362	20	400	Active	WFI	Not in Use

## Well Easements

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Whenever a private well is installed on a property other than the owners, Virginia private well regulations require that a perpetual easement be created. There are seven of these easements involving Waterford Foundation properties. The oldest easement details the establishment and restrictions on a Community Well that was drilled on the Water Street Meadow and was funded by the WFI, WCA, and Loudoun County. Three of the easements give permission to village residents to own and maintain wells on WFI WSM property for private use, namely the Pink House, Post Office and Weavers Cottage. The Pink House well easement also gives the WFI rights to connect two WFI properties, so the Corner Store was connected to this well in 1982, since it had a higher yield than the Community Well, and the Tin Shop was also connected at that time. Before the Tin Shop was sold by the WFI in June 2011, a new well was drilled on the Tin Shop property and it was disconnected from the Pink House well. Of the three remaining easements, one gives the Methodist Church owner rights to use the WFI Old School well and the other gave Mr. Storch permission to install & maintain a waterline across the WSM and the last allows the WFI to own & maintain two wells on the North Meadow subdivision on properties now owned by the Nesbits & Boceks.

The easements listed here are perpetual easements and run with the land. A copy of each easement is located in [Appendix III](#).

Easement/Year	Well Location	Well id	Well Owner	Comments
Community well 1974	WSM	WWCO-1974-0152	WFI	Well paid for by WFI, WCA, & LC
Pink House well 1982	WSM	WWIN-1982-0125	Pink House	WFI can connect 2 bldgs for WFI use
Post Office well 1985	WSM	WWIN-1986-0328	Post Office	Pipe runs across Weavers cottage lot & along roadway
Weavers Cottage well 1992	WSM	WWIN-1991-0155	Weavers Cottage	Easement in deed of conveyance, terminates when connected to Public WS
Methodist Church 1994	Old School	WWIN-1981-0198	WFI	Also grants right to use any new well installed on OS property
Storch waterline 1996	Glidden House	n/a	Glidden House	Waterline between Glidden & Hough houses on Arch House Row via WSM
North Meadow wells 1999	Nesbit&Bocek properties	WWIN-1998-0116 WWIN-1998-0362	WFI	Two utility easements , labeled on Plat as Community Well easements

## Legal Obligations

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Because seven of the WFI buildings do not have a water supply, the requirements for adding this utility were explored. The two factors that govern the installation of wells are governmental regulations and preservation easements.

### Virginia and Loudoun County Health Department Well Regulations

When installing a new well, the WFI must get a permit from the Loudoun County Health Department, which is responsible for implementing and enforcing the regulatory requirements of the state. The state regulations are minimum requirements that must be met and maybe further restricted through local ordinances. If any of these requirements cannot be met, a variance must be requested and approved.

Evaluating the proposed well usage and location is part of this permitting process. The proposed well usage determines the type of well, such as Private, Public, or Community. Once the type of

well is determined, the regulations for placement, construction, and maintenance of that type of well must be followed. All existing WFI wells are defined as Private wells and a link for *The Commonwealth of Virginia, State Board of Health, Regulations for Private Wells* is provided here:

<http://www.vdh.state.va.us/EnvironmentalHealth/Onsite/regulations/FormsDocs/documents/Well-regs-7-20-00.pdf>

Section 12 VAC 5-630-380 of these regulations, addresses well location, which, for Waterford, can be the most challenging criteria to satisfy. In general, the siting of a well is evaluated with respect to the following items:

- Sources of toxic or dangerous substances
- Sources of potential pollution
- Swampy conditions and flooding
- Property lines, structures, and/or topographic features
- Utility lines

The Virginia state regulations are supplemented by the Loudoun County Codified Ordinances Chapter 1040: Water Wells, which can be found via this link:

<http://www.loudoun.gov/Default.aspx?tabid=326&fmpath=/Ordinances/Codified/Streets, Utilities and Public Services/Water>

This Chapter includes definitions and information on classification, location, construction, testing, disinfection, and inspection. It describes how Private wells are classified as either Class II or Class III, depending on the parcel size. Wells located on parcels of less than 3 acres are categorized as Class II and wells located on parcels 3 acres or greater are categorized as Class III. The setbacks for well sites are defined for each well Class and are listed here ( per Appendix II, Table 1 of Chapter 1040):

SOURCES OF POLLUTION MINIMUM DISTANCE (Feet)

Source	Class II	Class III
	< 3 acres	>= 3 acres
Septic Tank	50	50
Absorption Field	50	100
Cesspools, Pit Privies, etc	150	150
Sand Filters (watertight)	50	50
Other Sewers	35	35
Property Lines	10	10
Foundation of Buildings of Solid Masonry	15	15
Foundation of Buildings of Wood Framing or Wood Exterior	50	100

## Preservation Easements

Aside from county and state approvals, the WFI must also comply with the restrictions set forth in its property's preservation easements held by the National Trust for Historic Preservation (NTHP), Virginia Department of Historic Resources (VDHR), the Virginia Outdoors Foundation (VOF), and Loudoun County (LC). Of the current easements, only the Philips Farm and North Meadow easements specifically mention how utilities must be handled. Except for the Second St. School and Water St. Meadow, all other easements imply that wells may be permitted by the easement holder in support of the permitted uses as stated in the easement. None of the easements address the issue of placing a well on WFI property to serve other properties whether or not they are owned by WFI. This is a summary of the current preservation easements on WFI properties:

<b>WFI Property Easement Summary</b>								
(This table is not a comprehensive list of all restrictions/allowances)								
	<b>Easement Holder</b>	<b>Exterior Easement</b>	<b>Interior Easement</b>	<b>No Industrial or Commercial use</b>	<b>Fair Explicitly Allowed</b>	<b>Farming Allowed</b>	<b>Single Family Allowed</b>	
<b>Chair Factory</b>	VDHR	X	X	X <sup>1</sup>	X		X	
<b>Corner Store</b>	VDHR	X		X <sup>1</sup>			X	
<b>Forge</b>	VDHR	X		X <sup>1</sup>			X	
<b>John Wesley Church</b>	VDHR	X	X	X				
<b>Mill</b>	NTHP	X		X	X		X	
<b>Old School</b>	VDHR	X		X	X		X	
<b>Red Barn</b>	VDHR	X		X	X	X	X	
<b>Schooley Mill Barn</b>	VOF	X		X	X	X		
<b>Second St School</b>	NTHP	X	X	X				
<b>North Meadow</b>	LC	<b>Open Space Easement</b>		X <sup>1</sup>		X	X	
<b>Philips Farm</b>	VOF	<b>Open Space Easement</b>		X <sup>1</sup>		X	X	
<b>Water St Meadow</b>	VDHR	<b>Open Space Easement</b>		X	X	X		
<b>Bond Street Barn</b>	<b>No Easement</b>							

1 – Exceptions listed in easement

On May 10, 2011, the WFI met with three of its easement holders, NTHP, VDHR, and VOF. Aware of the water supply challenges within the Landmark, the easement holders stated that they would consider any future requests in support of solving water supply problems and would do what they could to assist the WFI, within the limits of the law, although they could not specify what they would or would not allow.

## Sites for New Wells

After review of state regulations, county ordinances and easements, it appears that the Schooley Mill Barn, North Meadow, Old School, and Bond Street Barn properties have the greatest potential for approval of a new well. The easement language of the Phillips Farm and Water St. Meadow properties is more restrictive, but they should not be discounted. Although the easement language of the Mill may permit installation of additional wells, there may not be a suitable location due to periodic flooding. The Chair Factory, John Wesley Community Church, Forge, and Red Barn may have siting problems as well, because of parcel size, setback requirements, and pollution considerations. Variances are sometimes granted by the county for well sharing, so this is a water supply option that the WFI might also consider in the future.

The WFI will not know for certain whether a well would be permitted or denied on any property until permission is formally requested from the county and easement holder. This was exemplified in August of 2010, when the WFI signed a contract to sell the Tin Shop. The sales contract was contingent on finding an independent water source for the property which was being served by the Pink House well. Because of the small lot size, , the property could not support a well location that satisfied Loudoun County's 50 foot setback from existing wood frame foundations. The WFI had to request a waiver in order to apply for a well permit. The waiver was granted with the following conditions:

1. The deeds of the Red Barn and Tin Shop would be restricted to insure that no termite treatment would occur within 50' of the well.
2. The new well would be installed with 100 foot casing and grout for protection of the water supply.

There were not any restrictions in the VDHR easement for the Tin Shop that prohibited a well, so a well was drilled on the property in February of 2011 and water was found at 540 feet, yielding 20 gallons per minute(gpm). The plumbing was then disconnected from the Pink House supply and connected to the new well. The cost for this well installation was approximately \$11,000.

## **Recommendations**

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After considering the status of WFI properties and policies, the Water Supply Committee recommends the follow actions:

- The BOD should reevaluate and possibly revise the 2010 Well Policy([Appendix IV](#)), focusing on the legality of charging for well easements and recognizing that regulations require the easement must be permanent(perpetual) and run with the land.
- Any income resulting from well easements should be put in a water and sewer account for future WFI water related expenses.
- Water quality tests should be performed for the Mill and Corner Store water supplies. There is already a plan for the OS well to provide potable water and this well is scheduled to be tested in the fall of 2011.
- The BOD with support of the Properties Committee should once again explore water supply options for the Chair Factory and John Wesley Community Church, when funding is available.

Also, since wells in the village of Waterford are typically low yield and the long term viability of these wells is unknown, the Water Supply Committee recommends that the WFI should take every opportunity to incorporate water conservation strategies and serve as a model for the community. These best practices should apply to all current and future properties held by the WFI and include, but are not limited to:

- In low yield situations, install water storage tanks in line with wells to serve as reservoirs
- For new construction or renovation, grey water recycling systems and rainwater harvesting should be considered
- Install low flow plumbing fixtures
- Periodic check of fixtures and pipes for leaks
- Encourage use of hand sanitizer vice hand washing
- Consider use of porta-johns for events at venues with limited or no water supply
- Plant drought resistant trees and shrubs
- Collect rainwater in cisterns for watering landscaping
- Employ new conservation techniques & technologies as they become available

## REFERENCES

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Waterford Elementary School Groundwater Supply Report, Prepared for Loudoun County Public Schools, Prepared by GeoTrans, Inc. December 6, 2006

The Commonwealth of Virginia, State Board of Health, Regulations for Private Wells, April 1, 1992

Loudoun County Codified Ordinances, Title 4, Chapter 1040, Water Wells, April 6, 1976



## APPENDICES

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Appendix I [WFI Property Water Supply Summary](#)

Appendix II [Property Details, Well Codes & Maps from Loudoun County Parcel Database](#)

Appendix III Water Easements

[Community Well Easement - 1974](#)

[Pink House Easement - 1982](#)

[Post Office Easement - 1985](#)

[Weavers Cottage Easement - 1992](#)

[Methodist Church Easement - 1994](#)

[Storch Waterline Easement - 1996](#)

[North Meadow Easement - 1999](#)

Appendix IV WFI Well Policies: [1999](#) & [2010](#)

## WFI Property Water Supply Summary

### Properties with a water supply

Name	Fixtures	Notes
North Meadow	0	-No buildings
Mill	1 toilet 1 sink 1 exterior spigot	-Water Quality Unknown -Yield inconsistent
Corner Store	1 toilet 2 sinks	-Water Quality Unknown
Old School- School House	3 toilets 2 urinals 4 sinks 1 drinking fountain	-Well failed 1993 bacteria test & metals were present -Well depth & yield unknown -Water quality & yield test scheduled for fall 2011
Old School- Auditorium	2 toilets 4 sinks 1 dishwasher 1 icemaker 2 drinking fountains	-Under construction -Reservoir & Water treatment planned -reservoir for sprinkler system planned, will be filled by water truck & independent of potable water system

### Properties without a water supply

Name	Comments
John Wesley Community Church	Rough-in for 2 toilets & 4 sinks in basement
Chair Factory	Very small parcel
Second Street School	Porta-john outhouse, well/plumbing not permitted by easement
Schooley Mill Barn	Water supply has not been a requirement
Red Barn	Water supply has not been a requirement
Forge	Water supply has not been a requirement
Bond Street Barn	Water supply has not been a requirement
Philips Farm	No buildings, no wells
Water Street Meadow	No buildings, no active WFI wells

### Well Summary

Property	Well Count	Active WFI Wells in use	Active WFI Wells not in use	Active Wells NOT owned by WFI	Inactive or Abandoned Well Count
Mill	1	1	0	0	0
Water Street Meadow	8	0	0	4	4
Old School	6	1	0	0	5
North Meadow WFI	1	0	1	0	0
North Meadow Nesbit/Bocek	2	0	2	0	0

**Property Details**

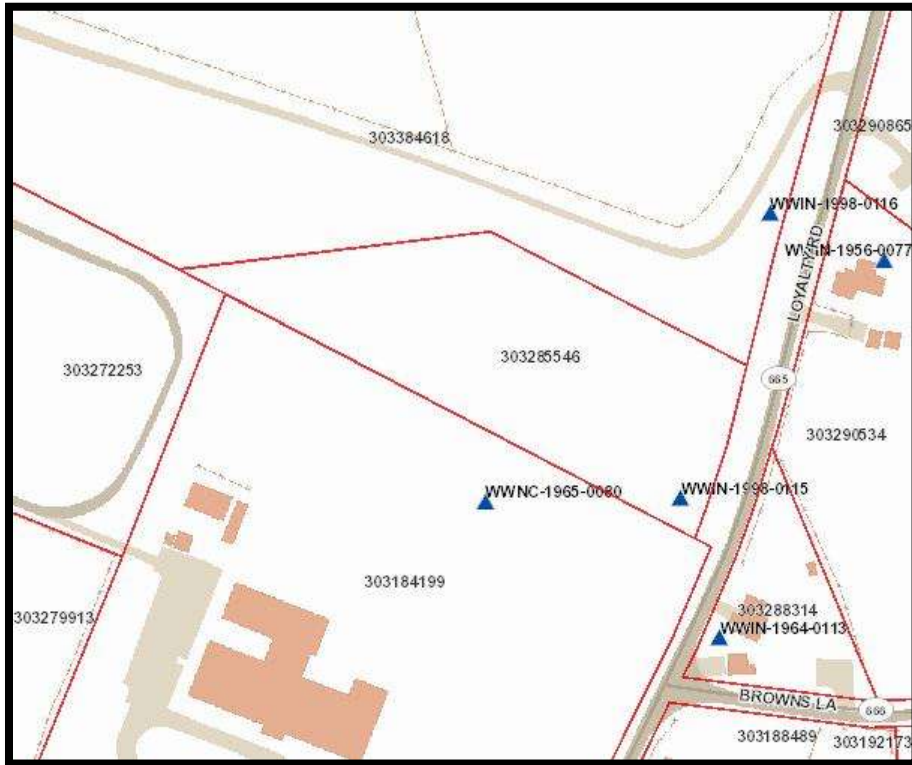
<b>Property Name</b>	<b>Address</b>	<b>PIN</b>	<b>Tax Map Number</b>
Bocek Property	15383 Loyalty Rd	303-38-3893-000	/28//25/////2/
Bond St Barn	Liggett St, east side	303-36-3605-000	/28/A/2/////7/
Chair Factory	15502 Second St.	303-16-7394-000	/28/A/1/D///5A
Corner Store	40183 Main St.	303-26-7725-000	/28/A/1/D///1/
Forge	15484 Second St.	303-26-7413-000	/28/A/1/D///2A
John Wesley Church	40125 Bond St	303-36-2109-000	/28/A/1/B///5/
Methodist Church	40221 Main St	303-17-1175-000	/28/A/1/D//12/
Mill	40105 Main St	303-36-0508-000	/28/A/1/A///1/
Nesbit Property	15443 Loyalty Rd	303-38-4618-000	/28//25/////1/
North Meadow	Loyalty Rd, NE boundary of Waterford Elementary School property	303-28-5546-000	/28//25/////A/
Old School	40222 Fairfax St.	303-17-4967-000	/28/A/1/I//12/
Philips Farm	West side of Village, entrance on Old Wheatland Rd	341-10-3295-000	/28//29/////1/
Pink House	40174 Main St	303-26-8735-000	/28/A/1/B//23/
Post Office	40175 Main St	303-26-6933-000	/28/A/1/A//20/
Red Barn	Behind 15483 Second St.	303-26-5626-000	/28/A/1/A//23A
Schooley Mill Barn	Janney St, west end	304-45-5972-000	/28////////10A
Second St. School	15611 Second St.	304-46-2192-000	/28/A/1/A//41/
Glidden House	40180 Main St	303-26-8437-000	/28/A/1/B//22/
Hough House	40158 Main St	303-26-6750-000	/28/A/1/B//14/
Talbott House	40170 Main St	303-26-7641-000	/28/A/1/B//18/
Tin Shop	15481 Second St.	303-26-6725-000	/28/A/1/A//22/
Tiscione Property	40170 Bond St	303-26-8392-000	/28/A/2/////4/
Water St. Meadow	Entrance off Water St, west of 40266 Water St	303-27-2253-000	/28////////30B
Weavers Cottage	40188 Water St	303-27-0529-000	/28/A/1/B//26/

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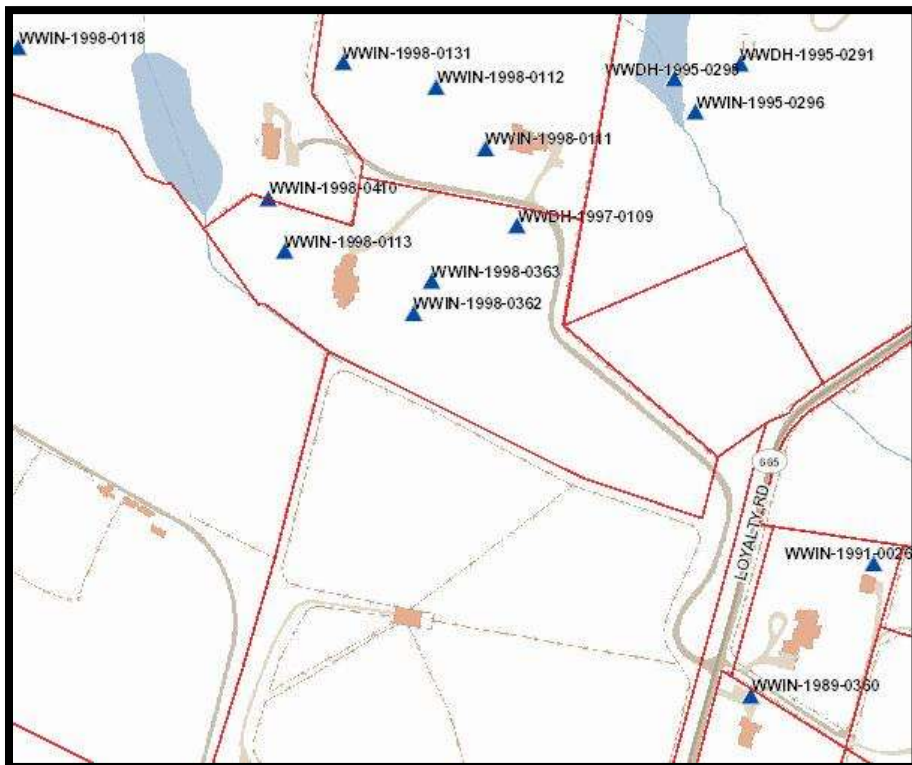
**Loudoun County Well Codes****Code Definitions**

WWCO	=	Community well
WWCS	=	Community spring
WWDH	=	Dry well
WWDU	=	Dug well
WWHP	=	Heat pump well
WWID	=	Industrial well
WWIN	=	Individual well
WWIR	=	Irrigation well
WWMN	=	Monitor well
WWNC	=	Non-community well
WWOB	=	Observation well
WWQM	=	Water quality monitoring well
WWSP	=	Spring
WWTS	=	Test well
WWUN	=	Unknown well

Loudoun County Parcel Database Maps

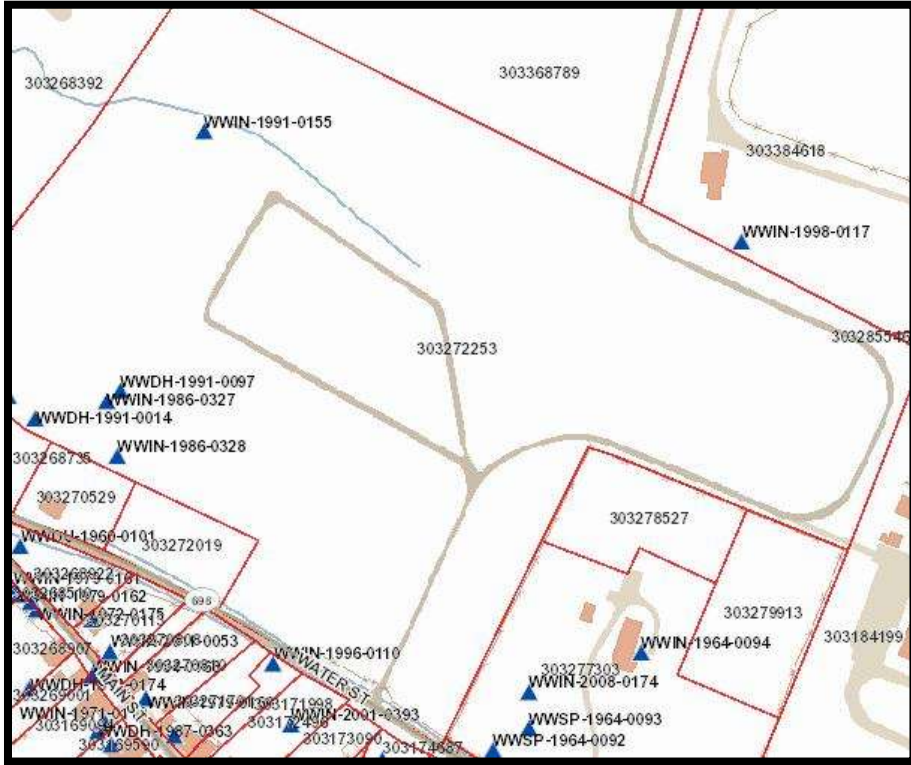


North Meadow Wells  
WWIN-1998-0115 & WWIN-1998-0116(Nesbit)

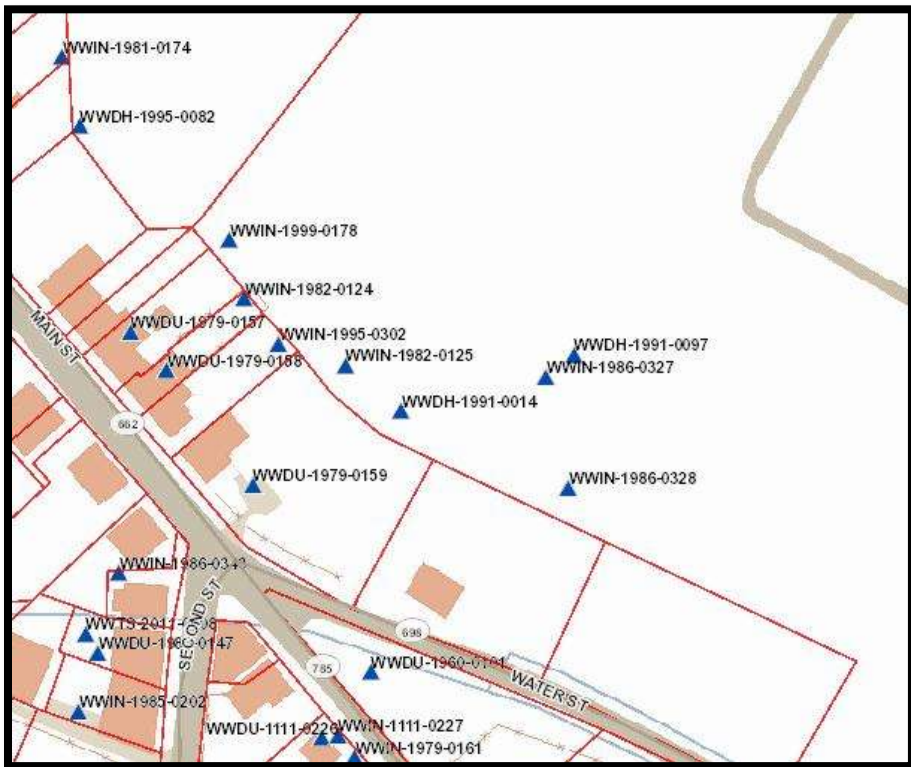


North Meadow Well  
WWIN-1998-0362(Bocek)

**Well Maps continued**

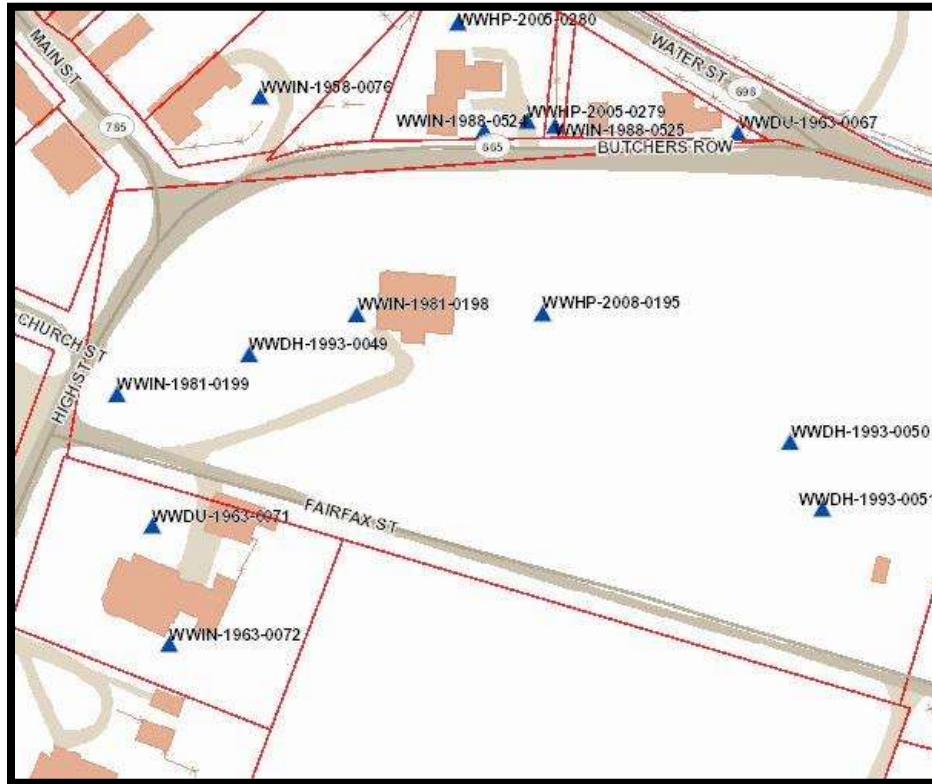


**Water Street Meadow Wells, full view.**

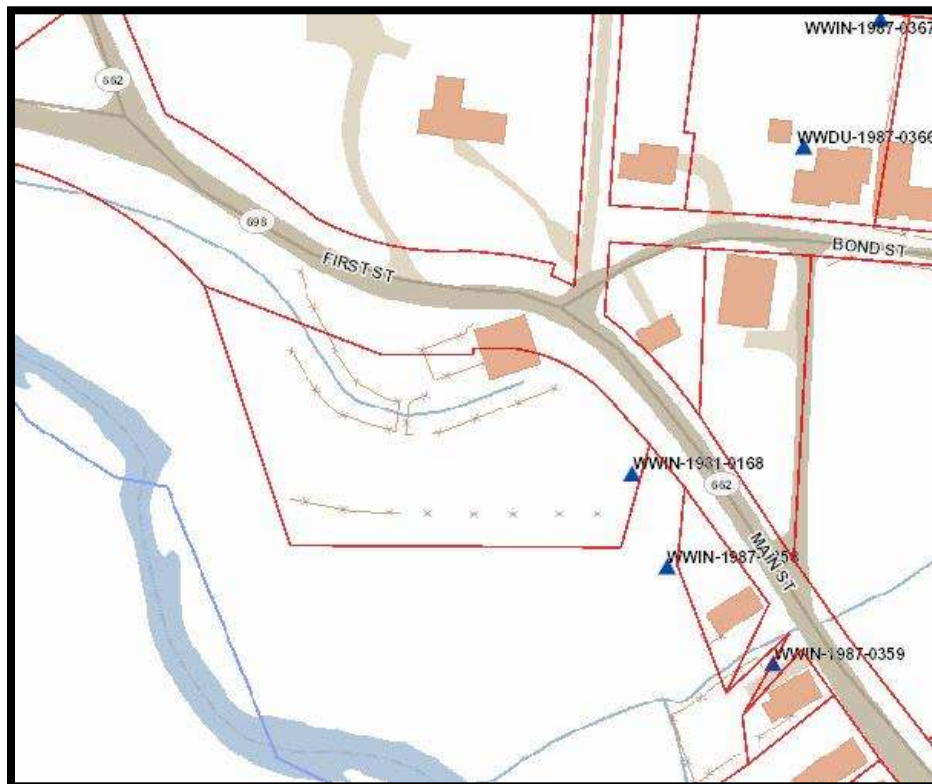


**Water Street Meadow Wells, SW corner view.**

Well Maps continued



Old School Wells



Mill Well

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**Community Well Easement - 1974**





COMMONWEALTH OF VIRGINIA

# COUNTY OF LOUDOUN

OFFICE OF COUNTY ADMINISTRATOR

18 EAST MARKET STREET  
LEESBURG, VIRGINIA 22075

TELEPHONE: 777-2660  
Extension 20

PHILIP A. BOLEN  
County Administrator

KENNETH W. CULBERT  
Administrative Assistant

At a regular meeting of the Board of Supervisors of Loudoun County, Virginia, held in the School Board Meeting Room, School Board Annex, 30 West North Street, Leesburg, Virginia, on Tuesday, July 2, 1974 at 10:00 a.m.

PRESENT: William C. Crossman, Jr., Chairman  
Paul J. Walstad - Arrived at 10:15 a.m.  
James E. Arnold  
James F. Brownell  
John A. Costello  
Henry C. Stowers  
Frank Raflo

IN RE: WELL - TOWN OF WATERFORD

Mr. Arnold moved that the County grant \$3,000.00 toward the construction of the well now being drilled on the property of the Waterford Foundation in Waterford, Virginia, provided the water obtained is available through a Health Department approved outlet at the hydrant for the use of the public. And, further, that the Foundation agree to supply water from said well to a public water system when and if such a system is built in Waterford. And, further, that the County hereby implies no further obligation either for construction cost or maintenance of the well.

\* \* \* \* \*

Voting on the motion: Messrs. Arnold, Crossman, Raflo, Stowers, Costello and Brownell - Yes; No - None; Mr. Walstad - Absent; 6 - 0 - 1.

A COPY TESTE:

  
\_\_\_\_\_  
County Administrator  
Loudoun County Board of Supervisors

A G R E E M E N T

WHEREAS THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY did, at a regularly scheduled meeting on July 2, 1974, pass a resolution granting Three Thousand Dollars (\$3,000.00) toward the construction of the well which has been drilled on the property of the WATERFORD FOUNDATION, INC. as indicated in the attached sketch, and

WHEREAS the Board of Supervisors passed said resolution in the belief and with the intention that the water from said well will relieve problems suffered by the Village of Waterford in that there is not now in said Village a public source of water fit for human consumption, and

WHEREAS, the said Village of Waterford has seen fit, acting through the Waterford Citizens' Association and the Waterford Foundation, Inc. to cause, and is now causing, the aforesaid well to be constructed for the purpose of alleviating this problem;

NOW THEREFORE, the undersigned parties to this Agreement, for their mutual benefit and gain, and in respect of the promises contained therein, hereby agree as follows:

1. The Board of Supervisors of Loudoun County shall provide, upon the joint written request of both the Waterford Citizens' Association and the Waterford Foundation, Inc. the sum of Three Thousand Dollars (\$3,000.00) in a form payable as directed in said written request. Said written request shall be directed to the Chairman of the Board of Supervisors of Loudoun County and shall contain a brief outline of the procedures and financial arrangements under which said well has been, or is being, constructed, and in addition, and similarly, a brief designation of how it is proposed that maintenance of the well after it is built shall be had. As a condition of this Agreement such information must be satisfactory to the Loudoun County Health Department for purposes of its approval of said well for a source of water for public consumption.

2. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall use such funds solely and exclusively for and towards construction and maintenance of said well.

3. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall have said well constructed, and all fittings thereon and installed, so as to meet all State and County requirements for a public well, and shall have installed in a convenient and practicable manner, as part thereof, such appurtenances and fixtures as are necessary to enable the public to take water from said well by bucket or other similar carrying container as well as by mouth.

4. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall take all steps necessary to ensure that the general public shall have convenient and ready access to the water produced by said well as long as said well and the water produced therefrom shall be in their or individual control.

5. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall continue to operate and maintain said well as a public water supply under all the terms and conditions of this Agreement for at least twenty (20) years, or until such time as they have jointly or individually expended up to the amount of \$1,500.00 in the care and maintenance of whichever shall occur the sooner in time, or in the alternative, until such time as there is established a public water supply system for the Village of Waterford. Notwithstanding any other provisions of this Agreement, neither the Waterford Foundation, Inc. or the Waterford Citizens' Association shall have a duty or obligation to keep said well in operation if said operation becomes impracticable due to earthquake, flood or other natural calamity or act of God including acts of vandalism causing damage which it would be impracticable to attempt to correct.

6. In the event there is established such a public water supply system for the Village of Waterford, the Waterford Foundation, Inc. and/or the W

the public to take water from said well by bucket or other similar carrying container as well as by mouth.

4. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall take all steps necessary to ensure that the general public shall have convenient and ready access to the water produced by said well as long as said well and the water produced therefrom shall be in their joint or individual control.

5. The Waterford Foundation, Inc. and/or the Waterford Citizens' Association shall continue to operate and maintain said well as a public water supply under all the terms and conditions of this Agreement for at least twenty (20) years, or until such time as they have jointly or individually expended up to the amount of \$1,500.00 in the care and maintenance of said well whichever shall occur the sooner in time, or in the alternative, until such time as there is established a public water supply system for the Village of Waterford. Notwithstanding any other provisions of this Agreement, neither the Waterford Foundation, Inc. or the Waterford Citizens' Association shall have a duty or obligation to keep said well in operation if said operation becomes impracticable due to earthquake, flood or other natural calamity or act of God including acts of vandalism causing damage which it would be impracticable to attempt to correct.

6. In the event there is established such a public water system for the Village of Waterford, the Waterford Foundation, Inc. and/or the Waterford Citizens' Association, if requested by Loudoun County, shall take all necessary steps to ensure that the water from said well is made available for use in

such system without cost to the Waterford Foundation, Inc. or to the Waterford Citizens' Association and said Foundation and said Association shall, at that time, donate to that organization which is responsible for operating such a public water system all the apparatus and fixtures in their ownership connected with said well that are necessary to incorporate the water from said well into said public water system; provided, further, that in such case neither the Waterford Foundation, Inc. nor the Waterford Citizens' Association shall, after said water has been made available and is being used in such system, be required to maintain or operate said well but said maintenance and operation shall be the responsibility of the organization or body installing and/or maintaining the public water system.

7. The Board of Supervisors of Loudoun County takes notice of the fact that said property is a National Registered Historic Landmark and is burdened with historic easements running to the Virginia Historic Landmarks Commission and to one Rozzier Bailey, an adjoining landowner, and will take no action with respect to said well and any future incorporation of said well into such public water system, including the erection of any facilities or structures, that would meaningfully detract from the historic qualities of said property or infringe on said historic easements.

Each of the foregoing requirements shall be terms and conditions of this Agreement.

Under no conditions shall the provisions of this Agreement be construed imply any further obligation on the part of Loudoun County or the Board of Supervisors of Loudoun County to grant more than the finite sum of Three Thousand Dollars (\$3,000.00) as stated above.

IN WITNESS WHEREFORE, the following parties do hereby affix their respective signatures and seals:

COUNTY OF LOUDOUN, VIRGINIA

Date \_\_\_\_\_

By \_\_\_\_\_

Chairman

Loudoun County Board of Supervisors

WATERFORD FOUNDATION

Date \_\_\_\_\_

By \_\_\_\_\_

and/or maintaining the public water system.

7. The Board of Supervisors of Loudoun County takes notice of the fact that said property is a National Registered Historic Landmark and is burdened with historic easements running to the Virginia Historic Landmarks Commission and to one Rozier Bailey, an adjoining landowner, and will take no action with respect to said well and any future incorporation of said well into such public water system, including the erection of any facilities or structures, that would meaningfully detract from the historic qualities of said property or infringe on said historic easements.

Each of the foregoing requirements shall be terms and conditions of this Agreement.

Under no conditions shall the provisions of this Agreement be construed to imply any further obligation on the part of Loudoun County or the Board of Supervisors of Loudoun County to grant more than the finite sum of Three Thousand Dollars (\$3,000.00) as stated above.

IN WITNESS WHEREFORE, the following parties do hereby affix their respective signatures and seals:

COUNTY OF LOUDOUN, VIRGINIA

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman  
Loudoun County Board of Supervisors

WATERFORD FOUNDATION

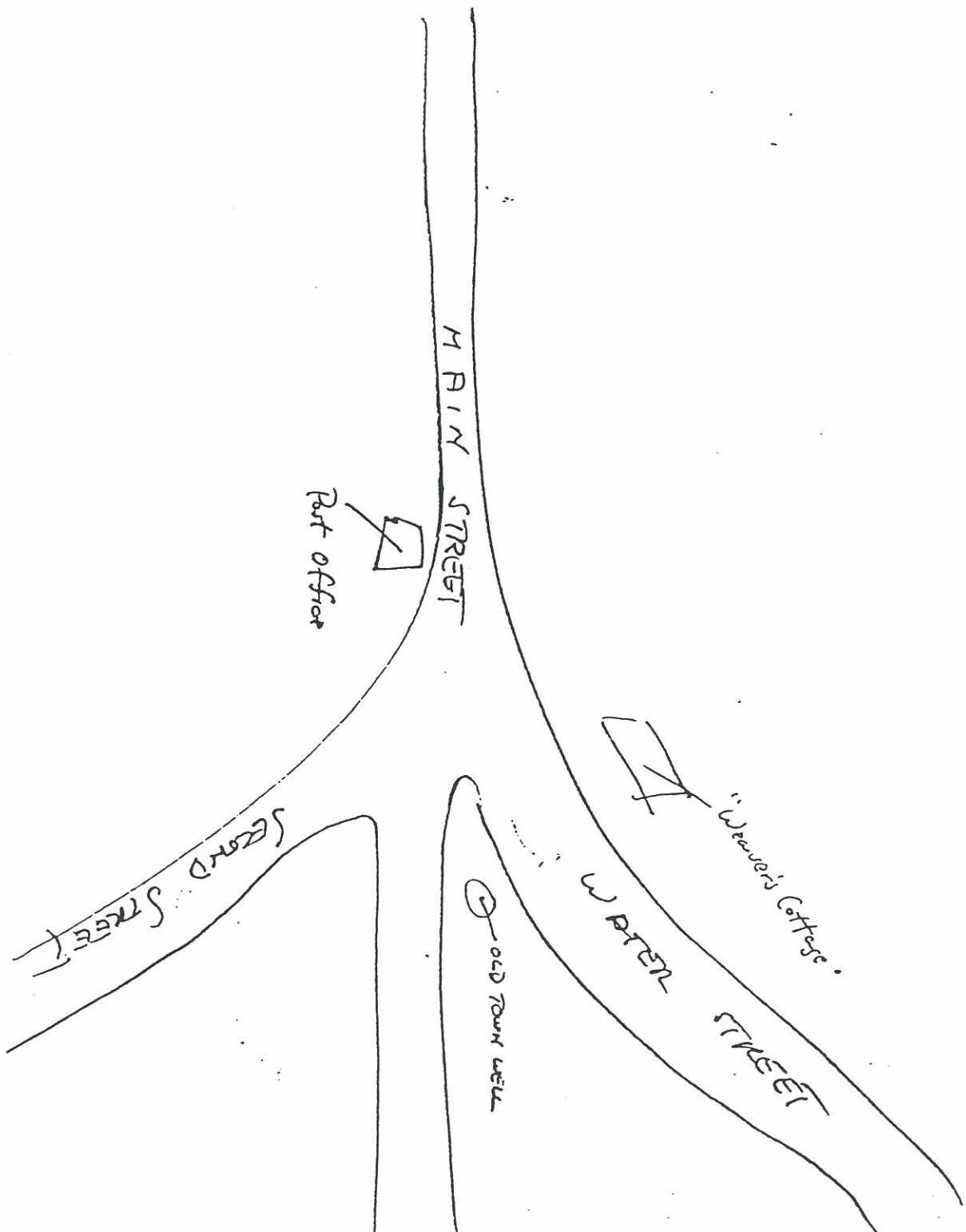
Date \_\_\_\_\_

By \_\_\_\_\_  
WATERFORD CITIZENS' ASSOCIATION  
By Eugene M Schaal, president

Date December 26, 1974

SKETCH - WATERFORD WELL SITE  
(not to scale)

Well Site



Waterford Hill

---

**Pink House Easement – 1982**



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 13<sup>th</sup> day of April, 1982, between Waterford Foundation, Incorporated (the "Foundation"), party of the first part, and Charles Anderson and Marie Anderson (the "Andersons"), party of the second part

## W I T N E S S E T H

WHEREAS, the Foundation is a Virginia non-profit corporation and owner of that property known as the Bayly-Carr Lot located near the village of Waterford, in Loudoun County, Virginia, which property is further identified as Tax Map 28, parcel 30B, in the land records of Loudoun County, Virginia; and

WHEREAS, the Andersons are the owners of property in the village of Waterford in Loudoun County, Virginia, known as The Pink House and further identified as Tax Map 28A (1), Block B, parcels 23, 24 and 25; and

WHEREAS, The Andersons are desirous of drilling a well on the aforesaid property of the Foundation and the Foundation in turn, is amenable to same provided they have the right to connect up to two buildings owned by the Foundation to said well; and

WHEREAS, the Foundation did at a duly convened meeting of its Board of Directors held July 7, 1981, authorize by resolution the Andersons to drill a well upon said Bayly-Carr Lot,

NOW, THEREFORE, by these presents the Foundation does hereby grant to the Andersons a permanent irrevocable easement for the purpose of establishing and thereafter maintaining a well upon the Bayly-Carr Lot. The location of said well shall be as indicated on the attached sketch which is made a part hereof. To the extent such easement is utilized for the original establishment and later maintenance of said well, such easement shall access the Bayly-Carr Lot at either one of the two gates closest to the well site on the south property line of said lot thereafter proceeding across the Foundation property along the most direct pathway available to reach the well site. The Andersons shall be permitted to establish at the subject well site such improvements as are necessary and customary in connection with such facilities.


Except as set forth above such easement shall be utilized in such a manner as not to interfere with the other use of said Bayly-Carr Lot by the Foundation and the Andersons shall be responsible to the Foundation for any damage to the property of the Foundation including fences, caused by the Andersons and/or any agents of the Andersons in utilizing this easement.

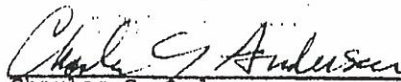
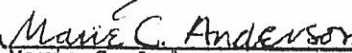
As a condition of the granting of the aforesaid easement the Andersons hereby grant to the Foundation an irrevocable license to hook-up up to two Foundation properties to the aforesaid well provided that said properties shall be for the internal use of the Foundation as opposed to public use, shall not be full-time residential properties and shall not otherwise make heavy demands upon the water resources of said well. The Andersons shall execute for the benefit of the Foundation whatever easement or other agreements are necessary to implement the aforesaid license.

This easement extends to and is binding upon any successors in interest of the Foundation and to any heirs, assigns or other successors in interest of the Andersons.

WITNESS the following signatures and seals:

  
\_\_\_\_\_  
President, Waterford Foundation, Inc.

ATTEST:  
  
\_\_\_\_\_  
Secretary, Waterford Foundation, Inc.

  
\_\_\_\_\_  
Charles G. Anderson  
  
\_\_\_\_\_  
Marie C. Anderson

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that

Thomas G. Jewell and Patricia R. Shoaf,  
who are the President and Secretary, respectively of the Waterford Foundation, Incorporated, and whose names are signed to the

foregoing writing bearing date of the 13 day of April, 1982, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 13 day of April, 1982.

My commission expires: My Commission Expires July 1, 1987

DeLois Price  
Notary Public

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Charles G. Anderson and Marie C. Anderson, whose names are signed to the foregoing writing bearing date of the 9th day of April, 1982, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 9th day of April, 1982.

My commission expires: 2/17/85

Christie D. James  
Notary Public

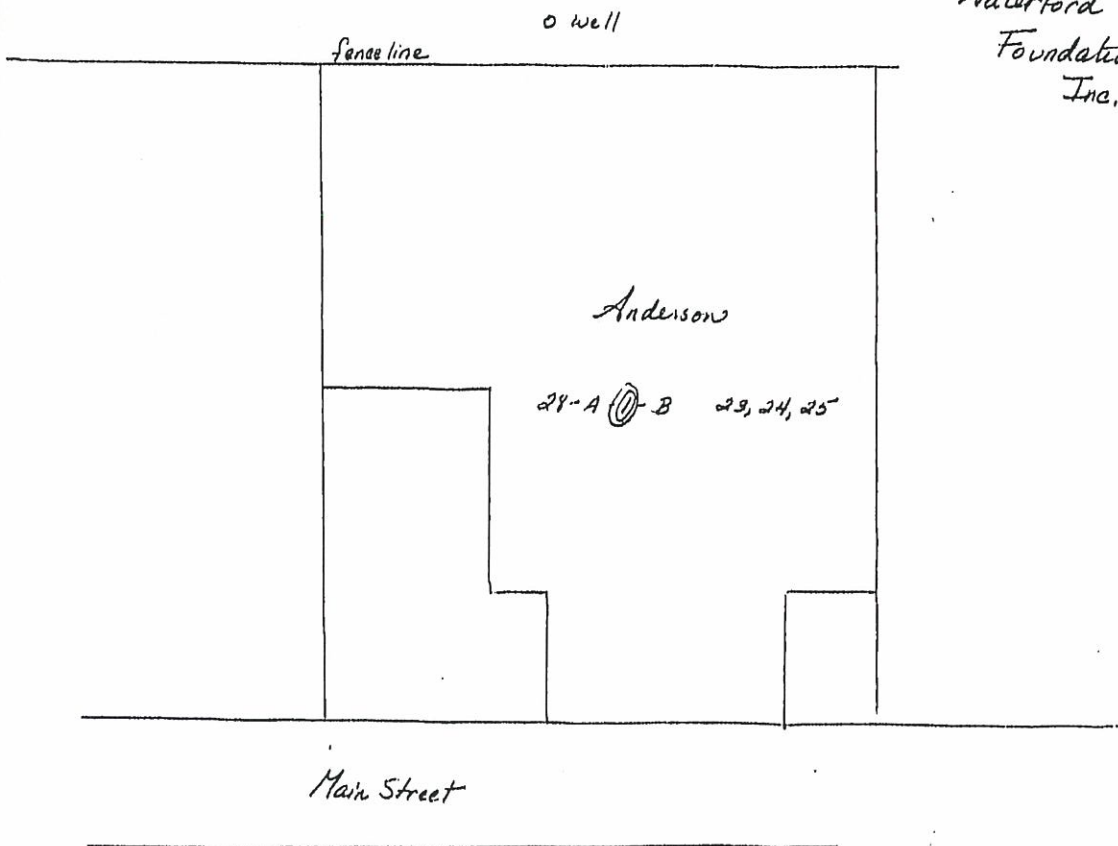
RECORDS/CERTIFICATE ANNEXED  
1982 MAY 12 PM 12:18  
LOUDOUN CO., VA.  
Teste: [Signature]

BK0811PG0454  
Waterford Foundation, Inc. and Charles and Marie Anderson  
Waterford, Virginia

IN RE: Easement Agreement, 13 April 1982  
Waterford Foundation, Inc. / Anderson

28 - 30B

Waterford  
Foundation,  
Inc.



Drawing not to scale.

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**Post Office Easement – 1985**

DEED OF EASEMENT

This DEED OF EASEMENT made this 12th day of November, 1985, between WATERFORD FOUNDATION, INCORPORATED (hereinafter known as the "Foundation"), party of the first part, and PAUL ROSE and ADENE ROSE (hereinafter known as the "Roses"), parties of the second part;

## W I T N E S S E T H :

WHEREAS, the Foundation is a Virginia non-profit corporation and owner of those properties known as: (i) the Bayly-Carr lot, located near the Village of Waterford, in Loudoun County, Virginia, which property is more particularly described in Deed Book 518, Page 376, in the land records of Loudoun County, Virginia; and (ii) the Weavers' Cottage, which property is more particularly described in Deed Book 398, Page 84, in the land records of Loudoun County, Virginia; and

WHEREAS, the Roses are the owners of property in the Village of Waterford, in Loudoun County, Virginia, known as the Williams' Store property, currently leased to the United States Postal Service, and more particularly described in Deed Book 811, Page 1239; and

WHEREAS, the Roses are desirous of drilling a well on the aforesaid property of the Waterford Foundation known as the Bayly-Carr lot, and the Foundation in turn is amenable to same provided it has the right to use some of the water from said well as set forth herein; and

WHEREAS, the parties hereto further desire and agree to grant certain easements each to the other for the purpose of laying and maintaining certain water lines and to share certain of the costs thereof all as set forth hereinafter;

EASEMENT FOR ESTABLISHMENT AND MAINTENANCE OF WELL

AND WATER LINES ON BAYLY-CARR LOT AND WATER LINES

ON WEAVERS' COTTAGE LOT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Foundation does hereby grant a perpetual, non-exclusive easement or right-of-way to the Roses for the purpose of entry onto the

Waterford, Va 22150

aforesaid Bayly-Carr lot for the purpose of drilling a working well and installing and maintaining water lines in order to provide the aforesaid property known as the Williams' Store, in Waterford, Virginia, with water; and further, the Foundation does hereby grant a perpetual, non-exclusive easement or right-of-way to the Roses for the purpose of entry onto the aforesaid Weavers' Cottage property for the purpose of installing and maintaining underground water lines between the aforesaid well and the property known as the Williams' Store.

The aforesaid well shall contain a below surface or submersible pump, and all construction costs and maintenance of the well and the water lines shall be at the sole expense of the Roses, their successors, and assigns.

The Roses shall have a reasonable time from the execution of this document in order to drill such well and lay such lines, not exceeding one hundred eighty (180) days from the date hereof, and further, the Roses shall be responsible to the Foundation or to any third party for any damage to the property of the Foundation including to fences, or of any third party, caused by the Roses and/or any employees or agents of the Roses in exercising their rights under this agreement. Further, the Roses agree to restore the land surface disturbed by the exercise of their rights to lay water lines under the aforesaid easement to the same or similar condition as before said lines were installed.

The Roses further agree to hold harmless the Foundation against any claims of loss or injury resulting from the actions of the Roses, their employees or agents pursuant to the easements granted herein by the Foundation.

The said easements shall be located across and under the properties of the Foundation as nearly as practical in accord with the attached diagram which is hereby incorporated as a part hereof.

The Roses shall give notice to the Foundation at least three (3) days in advance of any acts taken by or on behalf of the Roses under the easements created herein, except where

emergency makes the giving of such notice impractical, in which case the Roses shall give the Foundation the earliest such notice as they are reasonably able to do. Notice to the Foundation shall be considered given if delivered in person to the Executive Director of the Waterford Foundation or delivered in writing to the office of the Waterford Foundation in Waterford, Virginia, or to such other place as may from time to time be designated in writing by the Foundation.

In further consideration of the granting of said right-of-way if, and only if, the water production of said well is determined to exceed the rate of six (6) gallons per minute, the Roses agree hereby to allow the Foundation to take water from said well for conveyance by a separate water line to be constructed and maintained by the Foundation with no cost or liability therefor to the Roses, and all responsibility of ownership to be with the Foundation, for the sole purpose of servicing one or more properties of the Foundation with water; provided, however, that the Foundation agrees to restrict its use of said water to the excess of whatever amount of water is reasonably required by the Roses as set forth hereinafter in order that the Roses may have an adequate supply of water from said well to satisfy any demands for said water by the residential or commercial users of said Williams' Store building and any accessory structures or any successor structures hereafter erected on the property. In addition, the Foundation agrees to install at its expense a shut-off valve, reasonably accessible, at the well head at the origin of the water line of the Foundation, installed as aforesaid for the purpose of regulating the quantity of water taken from the well by the Foundation to the excess above six (6) gallons per minute. The parties hereby state that it is their mutual best estimate that any water supply produced by said well above the rate of six (6) gallons per minute shall be in excess of the needs of the occupants of the Williams' Store; however, the Foundation agrees to limit its use of water beyond said rate upon reasonable demand by the Roses. Any such demand for restriction made by the Roses shall be accompanied



by written notice to the Foundation detailing such deficiency of water for the use of the Williams' Store property, and shall be promptly complied with by the Foundation unless the Foundation determines that said restriction is not reasonable, in which case the Foundation shall within ten (10) working days of receipt of said letter of the Roses requesting restriction, deliver in written form to the Roses the Foundation's reasons as to why said demand for restriction is unreasonable. In the event that the Roses contest the written response of the Foundation that the additional use by the Roses is unreasonable, the parties hereto agree to submit the question of reasonable use of water by the Roses to a third party arbitrator, who shall be a member of the Loudoun County Bar Association, and who shall be selected jointly by the parties hereto. The said arbitrator shall hear any evidence, whether expert or not, presented by either party and shall decide whether or not the proposed additional use of water over and above six (6) gallons per minute by the Roses is unreasonable under the circumstances, all things considered. The costs of said arbitration shall be borne by the party who does not substantially prevail. It is further agreed that to the extent such deficiency is temporary, such restriction shall be abated or removed as warranted by circumstances.

SHARING OF CERTAIN EASEMENTS AND COSTS FOR  
ESTABLISHMENT AND MAINTENANCE OF WATER LINES

Notwithstanding any other provision herein the Foundation hereby reserves the right to share the trench provided for hereinabove as well as such further trenching as the Roses in fact cause to be performed between the southern boundary of the aforesaid "Weavers' Cottage property", and the basement of the building depicted on the attached sketch as the "Williams' Store." The term "trenching" in the immediately preceding sentence shall include such installation of pipe sleeving as the Roses may cause to be performed in order to convey said water pipeline across or under Main Street in accordance with

the attached sketch and shall include as well all acts of repair and maintenance reasonably required to be done by the Foundation to any portion of the water line laid in said shared easement including the sleeving under Main Street, by the Foundation.

If the Foundation does in fact exercise any or all of the rights set forth in the immediately preceding paragraph it shall do so under the following terms: it shall pay one-half the amount of all costs reasonably associated with the exercise of such rights, including, without limitation thereby, for trenching, filling, seeding, sleeving (if a common sleeve is utilized under Main Street), engineering, design costs and permit fees; it shall not cause delay in the schedule of the Roses for accomplishing their laying of their water line; and it shall reimburse the Roses for any damage that may be caused to them by the willful or negligent acts of the Foundation or its agents or employees.

By this agreement, the Roses further grant to the Foundation a permanent easement under and across the aforesaid Williams' Store lot as depicted on the attached sketch. Said easement shall be five (5) feet in width together with a further easement of five (5) feet in width on either side thereof for the purpose of construction and maintenance and containing of a water pipeline. However, the Roses reserve the right to construct an addition to the aforesaid Williams' Store across the right-of-way specified in the easement described above.

All duties and obligations imposed on the Roses hereinabove with regard to this easement over the "Bayly-Carr lot" and the "Weavers' Cottage lot" shall apply equally to the Foundation as to the easement granted it by the immediately preceding paragraph.

This easement extends to any successors in interest of the Foundation and to any heirs, assigns or other successors in interest of the Roses.

WITNESS the following signatures and seals:

WATERFORD FOUNDATION, INCORPORATED

By: Linda S. Cox  
President

ATTEST:

Joseph B. Davis, Jr.  
Secretary

Paul Rose (SEAL)  
PAUL ROSE

Adene Rose (SEAL)  
ADENE ROSE

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, To Wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Linda S. Cox and Joseph C. Davis, Jr., who are the President and Secretary, respectively, of the Waterford Foundation Incorporated, and whose names are signed to the foregoing writing bearing date on the 12th day of November, 1985, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 12th day of November, 1985.

Cathie C. Kellison  
Notary Public

My Commission Expires:  
April 22, 1988

RECORDS - CLERK OF STATE ANNE HITE  
1985 JAN - 9 PH B 46

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, To Wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Rose and Adene Rose, whose names are signed to the foregoing writing bearing date on the 12th day of November, 1985, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 12th day of November, 1985.

Cathie C. Kellison  
Notary Public

My Commission Expires:  
April 22, 1988

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**Weavers Cottage Easement – 1992**

Weavers Cottage  
-WBM

5

Well = water line

03003

115361710

DEED OF CONVEYANCE

THIS DEED made this 18th day of February, 1992, by and between WATERFORD FOUNDATION, INCORPORATED, herein party of the first part; and WILLIAM J. LAUTH and ROSEMARY S. LAUTH, husband and wife, herein party of the second part;

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid unto the party of the first part, at and before delivery of this Deed, and other good and valuable consideration, receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey with full ENGLISH COVENANTS and GENERAL WARRANTY OF TITLE, unto the party of the second part, <sup>as tenants by the entirety with the common law right of survivorship</sup> all of those certain lots or parcels of land, together with all improvements thereon, and all appurtenances thereunto appertaining, located and being in the Village of Waterford, Loudoun County, Virginia, to-wit:

- A. A .3931-acre parcel known as the "Weavers' Cottage" which was conveyed to the party of the first part by deed of George E. Bentley, et ux, dated June 9, 1960 and recorded in the Clerk's Office of said county at Deed Book 398, Page 84; and
- B. A .5258-acre parcel known as the Bayly-Carr lot which was conveyed to the party of the first part by deed of Albert V.D. Carr, et als, dated August 21, 1970 and recorded in said Clerk's Office at Deed Book 518, Page 376.

and more particularly described by metes and bounds in that Declaration of Boundary Line recorded in said Clerk's Office at Deed Book 1106, Page 1633 and as shown on a plat by O.B. Knight, L.S., dated September 25, 1990 and recorded in said Clerk's Office at Plat Cabinet A, Slot 225, Page 6.

TOGETHER WITH a perpetual easement for the maintenance and repair

RETURN TO PRICE & ZIMMERMAN

Grantees' address: 2200 Tunlaw Road  
Washington, DC 20007

Consideration: \$125,000.00

LCTN: 28-A-1-B-26 & 26A



1153PG1711

of a well and water line located on other lands of the party of the first part to the north of the property herein conveyed. This easement may serve one family dwelling only, as well as accessory uses. This easement shall run with the land, however, it shall terminate at such time as the property herein conveyed is connected to a public water supply.

SUBJECT TO an easement reserved by the party of the first part, its successor and assigns, for the maintenance and repair of a water line across the property herein conveyed, which water line is shown on said plat as running from the "Town Well". It is acknowledged by the parties hereto that said "Town Well" no longer serves the "Weavers Cottage", but may, in the sole discretion of the party of the first part, serve other properties off-site.

TO HAVE AND TO HOLD unto the party of the second part as tenants by the entireties with the right of survivorship as at common law.

This conveyance is subject to all easements, rights of way and restrictions of record.

Reference is hereby made to the aforesaid deed or deeds referred to therein for a more particular description of the land hereby conveyed.

WITNESS the following signature:

WATERFORD FOUNDATION, INCORPORATED

By: William B. D. Conroy  
Title  
Vice Pres.

1153PG1711

41153PG1712

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 30 day of September, 1996, do hereby certify that Ellin B. DeCourcy, who is vice President of Waterford Foundation, Incorporated signed the foregoing document bearing date on the 18th day of February, 1992, has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 18th day of February, 1992.

  
\_\_\_\_\_  
Notary Public

TAX PAID  
Sec. 58-54 187.50  
Sec. 58-65.1 62.50  
Sec. 58-54:1 125.00



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**Methodist Church Easement – 1994**



05493

BK 1289PG0648

X Wyatt  
19 Sep 98

X Old School  
file

X Meth  
Church  
file  
Wyatt file  
X Easement  
Walter

THIS DEED OF EASEMENT is made and entered into this  
15th day of February, 1994, by and between WATERFORD  
FOUNDATION, INC., a Virginia Corporation, party of the first  
part; and J. JACKSON WALTER and SUSAN M. WALTER, his wife,  
parties of the second part.

WITNESSETH:

WHEREAS, the said party of the first part is the  
owner of that certain parcel of land hereinafter described as  
"The Old Waterford School" property in Waterford, Virginia,  
containing 4.5 acres, situate in the Village of Waterford,  
Jefferson Magisterial District, Loudoun County, Virginia, and  
more particularly described in that certain Deed dated July  
16, 1966, and recorded in Deed Book 463, at Page 463 in the  
Office of the Clerk of the Circuit Court of Loudoun County,  
Virginia; and

WHEREAS, the said J. Jackson Walter and Susan M.  
Walter, his wife, parties of the second part, are the present  
and fee simple owners of that certain tract or parcel of land  
containing 11,333 square feet of land and hereinafter des-  
cribed as the "Old Methodist Church Property", situate in the  
Village of Waterford, Jefferson Magisterial District, Loudoun  
County, Virginia, and more particularly described in that  
certain Deed dated February 14, 1994 and recorded simul-  
taneously with this Deed of Easement and recorded in Deed Book  
1289, at Page 644, in the Office of the Clerk of the Circuit  
Court of Loudoun County, Virginia; and

WHEREAS, the parties hereto desire to create a water  
easement for the purpose of installing, constructing, ope-  
rating, maintaining or adding to a future water line, in-  
cluding connections and other appurtenant facilities for the  
transmission and distribution of water from the existing well

RETURN TO:  
HALL, MORGAN, ENGLE, MANNAN & MITCHELL  
ATTORNEYS AT LAW  
3 East Market Street  
Loudoun County, Virginia 22075

HALL, MORGAN, ENGLE,  
MANNAN & MITCHELL  
ATTORNEYS AT LAW  
L LOUDOUN, VIRGINIA  
22075

through and across the Old Waterford School property owned by the party of the first part to serve the herein-described property owned by parties of the second part.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the Waterford Foundation, Inc., a Virginia Corporation, party of the first part, does hereby convey unto the said J. Jackson Walter and Susan M. Walter, his wife, parties of the second part, their heirs, successors and assigns, a perpetual water well easement (15 ft. x 15 ft. area surrounding the well) and a perpetual 15 ft. wide water system easement and right-of-way over, under and across the "Old Waterford School" property owned by party of the first part, at a location acceptable to parties of the second part, for the construction, operation and maintenance of a water line and appurtenant structures for the use and benefit of the parcel or lot described herein as the "Old Methodist Church Property", owned by parties of the second part. The use of the well site on the Old Waterford School property shall be a non-exclusive right; however, parties of the second part, their heirs, assigns or successors in interest agree that the water rights defined herein shall only be for the benefit of the "Old Methodist Church property". The parties of the second part, their heirs, successors and assigns, shall be responsible for the maintenance of said easement. The easement shall be subject to the following conditions:

1. The water line and appurtenant facilities which are to be installed in the easement shall be and remain the property of the parties of the second part, their heirs, successors and assigns.

MAL. HENNING, ESQ.  
HENNING & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WOODBRIDGE, VIRGINIA

2. The parties of the second part and their agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right of access to and from the easement and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the parties of the second part to erect any building or structure of a permanent nature on such adjoining land.

3. The parties of the second part, and their agents, successors and assigns, shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by them, or their successors and assigns, to interfere with the proper and efficient installation, construction, operation and maintenance of said water line and appurtenant facilities; provided, however, that the parties of the second part, their successors and assigns, at their own expense, shall restore, as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation and maintenance of said water lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside

MALL, HERRMAN, ENGLE,  
HARRIS & MITCHELL  
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LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

the easement, but shall not include the replacement of structures, trees and other facilities located within the easement.

4. The party of the first part reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the parties of the second part for the purposes named; provided, however, that the party of the first part shall comply with all applicable county ordinances and regulations prior to erecting any building, roadway, other structure, or fence, on the easement.

5. In the event the party of the first part should drill a new water well to replace the existing well on the Old Waterford School property described above, the parties of the second part shall have the right to use the water from the new water well. If said right to use the water from the new water well is exercised by the parties of the second part, the easements described herein shall be vacated and relocated in order to utilize the well water from the new well, at a location agreeable to the parties of the second part.

6. It is agreed by the parties hereto that the party of the first part makes no representation or warranty herein with regard to the suitability and rate of the water flow of the existing well or the present or continued potability of the water for human consumption. It is further agreed that the party of the first part shall not be under any legal obligation to replace the existing well in the event the water flow from the well should become inadequate to meet the water requirements of the parties of the second part, their heirs, successors and assigns.

7. The party of the first part shall be solely responsible for the costs of maintaining the existing well or

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HARRIS & BRUNELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WOODBRIDGE, VIRGINIA

the new well, if drilled; except, however, after the transfer of title to the "Old Methodist Church property" by the parties of the second part, said maintenance costs shall be shared equally by the then owners of the "Old Waterford School" and the "Old Methodist Church" properties described herein.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the party of the first part, its successors and/or assigns, and shall inure to the benefit of the parties of the second part, their heirs, successors and assigns.

The party of the first part covenants that it has the right to convey the subject easement and that parties of the second part shall have quiet possession thereof, free from all encumbrances, and that the parties hereto will execute such further assurances of said land as may be deemed requisite.

WITNESS the following signatures and seals:

WATERFORD FOUNDATION, INC.,  
a Virginia Corporation

BY: Ellen B. De Courcy

Name: Ellen B. De Courcy

Title: President

Jackson Walter (SEAL)  
J. Jackson Walter  
Susan M. Walter (SEAL)  
Susan M. Walter

MALL, HENNING, BUCKLE,  
HARRIS & HITCHCOCK,  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA

WK1289PG0653

STATE OF Virginia

CITY/COUNTY OF Loudoun To-wit:

I, William C. Turner, a Notary Public

in and for the City/County and State aforesaid, do hereby certify that Ellen B. DeLooney, Trustee of the Waterford Foundation, Inc., a Virginia corporation, whose name is signed to the foregoing Deed of Easement, bearing date on the 15<sup>th</sup> day of February, 1994, has acknowledged the same before me in my State and City/County aforesaid.

Given under my hand this 15<sup>th</sup> day of February, 1994.

My commission expires: 8/30/96  
[Signature]  
Notary Public

STATE OF VIRGINIA AT LARGE

COUNTY OF LOUDOUN, To-wit:

I, Elizabeth D. Payne, a Notary Public

in and for the County and State aforesaid, do hereby certify that J. Jackson Walter and Susan H. Walter, his wife, whose names are signed to the foregoing Deed of Easement, bearing date on the 15<sup>th</sup> day of February, 1994, have acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15<sup>th</sup> day of February, 1994.

My commission expires: 6-30-96  
[Signature]  
Notary Public

MALL, HENNING, BRILL,  
BROWN & HITCHCOCK  
ATTORNEYS AT LAW  
LOUDBOHN, VIRGINIA

12116 Galt Rd., K.L. Green  
LOUDBOHN CO., VA.  
94 FEB 16 AM 10:31

RECORDED & CERTIFICATE APPROVED

---

**Storch Waterline Easement – 1996**

Waterford

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT**, made and entered into this 2<sup>nd</sup> day of May, 1996 by and between the **WATERFORD FOUNDATION, INCORPORATED**, party of the first part (hereinafter known as the "**Foundation**"), and **RICHARD L. STORCH**, party of the second part (hereinafter known as "**Storch**");

**WITNESSETH:**

**THAT FOR AND IN CONSIDERATION** of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the party of the first part, **Waterford Foundation, Incorporated**, a Virginia corporation, does hereby grant and convey unto **Richard L. Storch**, his successors and assigns, the following described easement:

A permanent easement up to ten (10) feet wide running across the immediately hereinafter described property of the Foundation, but only under and across currently unimproved portions of said property for the purpose of (a) installing a water line underground between the "Head" Property described in that certain Deed recorded in Deed Book 1125, page 47 and the "Coates Property described in that certain Deed recorded in Deed Book 10V, page 272; and (b) servicing, repairing and maintaining said water line.

All that certain tract or parcel of land located in the Village of Waterford, Jefferson Magisterial District, Loudoun County, Virginia, containing approximately 18.7909 acres and known as the "Bayly Carr" lot, acquired by the Foundation by Deed dated August 21, 1970, recorded in the Clerk's Office of the Circuit Court of Loudoun County, Virginia in Deed Book 518, Page 376, as further set forth in that Declaration of Boundary Line, recorded in the aforesaid Clerk's Office in Deed Book 1106, Page 1633.

The said easement shall be located across and under the properties of the **Foundation**. Upon completion of the water line installation, the parties agree to supplement and amend this Easement by incorporating a plat prepared by a surveyor which identified the dimensions and location of the said ten (10) foot wide water line easement.

The **Foundation** reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by **Storch** for the purposes named; provided, however, the **Foundation** shall comply with all applicable ordinances and regulations prior to erecting any building, roadway, other structure, fence on the easement.



**Storch** shall have the right to trim, cut, or remove trees, shrubbery, fences, structures, or other obstruction or facilities in or near the easement being conveyed, deemed by him to interfere with the proper and efficient use of the easement; provided, however, that **Storch** at his own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said water line. Such restoration shall include the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easement, and the replacement of structures, trees, and other facilities located within the easement.

**Storch** further agrees to repair or to pay for any actual damages which may be proximately caused by **Storch**, his agents or employees in the exercise of any of the rights granted herein. **Storch** further agrees to hold harmless the **Foundation** against any claims of loss or injury resulting from the actions of **Storch**, his agents or employees, pursuant to the easement granted herein by the **Foundation**.

**Storch** shall give notice to the **Foundation** at least three (3) days in advance of any acts taken or on behalf of **Storch** under the easement created herein, except where emergency makes the giving of such notice impractical, in which case **Storch** will give the **Foundation** the earliest such notice as he is reasonably able to do so. Notice to the **Foundation** shall be considered given if delivered in person to the Executive Director of the **Waterford Foundation** in Waterford, Virginia, or to such other place as may from time to time be designated in writing by the Foundation.

Delay of the party of the second part in the use or exercise of any right or easement granted herein shall not result in the loss, limitation or abandonment of any right, title, interest, easement or estate herein granted, provided **Storch** installs the water line within one year of the date of this Deed; if not, this Deed terminates.

The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto and specifically to current and subsequent owners of the "Head" Property and the "Coates" Property.


The **Foundation** covenants that, subject to restrictions and easements that may be of record or are apparent upon inspection, it has the right to convey the easement herein granted, and its officers are authorized to sign this Deed.

WITNESS the following signatures.

WATERFORD FOUNDATION, INCORPORATED

BY:   
President

ATTEST:

  
Secretary

  
Richard L. Storch

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

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Helany G. Couley and Katherine W. Katdys who are the President and Secretary, respectively, of the WATERFORD FOUNDATION, INCORPORATED and whose names are signed to the foregoing writing bearing date on the 2<sup>nd</sup> day of May, 1996, have acknowledged the same before me in my County and State aforesaid.

GIVEN UNDER MY HAND this 2<sup>nd</sup> day of May, 1996

[Signature]  
Notary Public

**MY COMMISSION EXPIRES  
FEBRUARY 28TH, 1998**

My Commission expires: \_\_\_\_\_

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

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD L. STORCH whose name is signed to the foregoing writing bearing date on the 7<sup>th</sup> day of May, 1996, has acknowledged the same before me in my County and State aforesaid.

GIVEN UNDER MY HAND this 7<sup>th</sup> day of May, 1996

[Signature]  
Notary Public

**MY COMMISSION EXPIRES  
FEBRUARY 28TH, 1998**

My Commission expires: \_\_\_\_\_

---

**North Meadow Easement – 1999**

THIS DEED OF SUBDIVISION AND EASEMENT is made this 11th day of October, 1999 by and between the **WATERFORD FOUNDATION, INC.**, a Virginia corporation (hereinafter referred to as "Owner"); **RICHARD L. STORCH** and **PAMELA L. STORCH**, his wife, (hereinafter referred to as "Grantors"); **ARCH A. MOORE, III** and **JOHN F. LANHAM**, Trustees, either of whom may act (hereinafter referred to as "Trustees"); **THE MIDDLEBURG BANK**, (hereinafter referred to as "Beneficiary"); **COMMONWEALTH OF VIRGINIA, BOARD OF HISTORIC RESOURCES** (hereinafter referred to as "Commonwealth"); and the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "County").

W I T N E S S E T H

WHEREAS, the Waterford Foundation, Inc. is the owner of certain real property (the "Property") as shown on plat number F10024, dated April 30, 1999, and revised through August 12, 1999, entitled "Preliminary / Record Plat NORTH MEADOW," and prepared by Patton Harris Rust & Associates, of Leesburg, Virginia, certified land surveyors (the "Plat") which Plat is attached hereto; and

WHEREAS, the Property is situate in Loudoun County,

Box 17  
 RETURN TO:  
 O. LELAND MAHAN, ESQUIRE  
 HALL, MONAHAN, ENGLE, MAHAN & MITCHELL  
 1 EAST MARKET STREET, SUITE 200  
 LEESBURG, VA 20176

6-8  
 PLAT CAB E SLOT 497 PAGE

prepared by:  
 HALL, MONAHAN, ENGLE,  
 MAHAN & MITCHELL  
 ATTORNEYS AT LAW  
 LEESBURG, VIRGINIA  
 WINCHESTER, VIRGINIA

Virginia; Owner having acquired the Property by Deed recorded in Deed Book 1615, at Page 735, among the land records of Loudoun County, Virginia; and

WHEREAS, Richard L. Storch and Pamela L. Storch, his wife, are the owners of certain real property (the "Storch Property"), containing 73.3059 acres, more or less, as shown on plat number C-812-10, dated October 29, 1991, and revised through January 6, 1993, entitled "Boundary Line Adjustment Between LCTM 28-31 Land Of Loyd C. Hutchison, Trustee, Jack Hutchison, Trustee, Samuel A. Hutchison, Trustee, and Allen E. Hutchison, Trustee, and LCTM 28-31A Land Of Richard L. Storch, Catoctin Magisterial And Election District, Loudoun County, Virginia," and prepared by Ken W. Erickson, of Leesburg, Virginia, certified land surveyors, (the "Storch Plat") which Plat is recorded in Deed Book 1541 at Page 976 and filed in Plat Cabinet D, Slot 705, Page 1 in the land records of Loudoun County, Virginia; and

WHEREAS, the Property is situate in Loudoun County, Virginia; Richard L. Storch and Pamela L. Storch, his wife, acquired the Storch Property by Deed dated December 22, 1986, recorded in Deed Book 925, at Page 1517; and by Boundary Line Adjustment And Exchange dated December 15, 1987, recorded in

Deed Book 996, at Page 64; and by Boundary Line Adjustment And Deed Of Conveyance dated December 22, 1988, recorded in Deed Book 1023, at Page 1657; and by Boundary Line Adjustment And Deed Of Conveyance dated January 24, 1992, recorded in Deed Book 1151, at Page 660; and by Deed dated December 12, 1997, recorded in Deed Book 1541, at Page 355, all of the aforesaid conveyances are recorded among the land records of Loudoun County, Virginia; and

WHEREAS, Richard L. Storch and Pamela L. Storch conveyed to the Commonwealth of Virginia, Board of Historic Resources, an easement in gross and right in perpetuity to restrict the use of a portion of the Storch Property by those two certain deeds recorded in Deed Book 1541 at Page 970, and Deed Book 1541 at Page 976, among the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots and parcels, in accordance with Deed of Subdivision and Easement and the Plat; and

WHEREAS, it is the desire and intent of Owner and Grantor to create and establish a community well easement in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to create and establish a private access and utility easement in the location as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Richard L. Storch and Pamela L. Storch, his wife, to grant and convey unto the Waterford Foundation, Inc., the fifteen (15) foot ingress and egress easement to the community well in location as shown on the Plat and as hereinafter provided; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated October 6, 1998, and recorded in Deed Book 1615, at Page 737, among the aforesaid land records (the Deed of Trust), wherein the Property was conveyed unto the Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and

NOW THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together with the Trustees, do hereby subdivide the Property containing 56.77239 acres, into lots and parcels, to be known as Lot 1,

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MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

containing 26.18211 acres; Lot 2, containing 10.03631 acres; Lot 3, containing 7.33492 acres; Lot 4, containing 10.95045 acres; and Outlot A, containing 2.26860 acres, inclusive, in accordance with the Plat which is expressly incorporated herein and made a part of this Deed of Subdivision and Easement; and

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish a 40 feet wide or more private easement for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, designated thereon as "Private Access and Utility Esmt" for the use and benefit of the lots served thereby. The construction, repair and maintenance of the roadway within such easement shall not be the responsibility of the County or the State. The owners of Lots 2, 3 and 4 shall be responsible for all of such construction, repair and maintenance, including snow removal, of said roadway, as set forth in the Private Road Maintenance Agreement to be recorded contemporaneously herewith.

THIS DEED FURTHER WITNESSETH, that in consideration of



the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the County, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat as follows:

A. Easements for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any and all functions, governmental or proprietary, which the County may find necessary or desirable to perform including but not limited to police and fire protection over and across all private access easements and common driveways as shown on the plat.

B. The foregoing easements are subject to the following conditions where applicable:

1. The County and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement including the right of access to and from the easement and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of

actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

2. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Waterford Foundation, Inc., does hereby create and establish perpetual

community well easements in the locations as shown on the Plat designated as "Community Well Easement" for the use and benefit of the Owner, as hereafter set forth as follows:

(a) The right to drill and maintain wells on the property within the locations designated as "Community Well Easement."

(b) The right to install, construct, operate, maintain, and replace the waterline for the transmission and distribution of water through, upon, and across the property within the locations designated as "Community Well Easement."

(c) The Owner shall be responsible for all costs involved in the drilling and maintenance of the wells on the property and the installations, maintenance and operation of the water transmission line from said wells.

(d) The easements granted in Paragraphs (a) and (b) above, to the extent applicable, shall be subject to the following conditions:

(1) All wells, waterlines and appurtenant facilities which are installed in the easements shall be and remain the property of the Owner or its successors in interest.

(2) The Owner, its successors in interest, and its

agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements, including the right of access to and from the easement and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Owner to erect any building or structure of a permanent nature on such adjoining land.

(3) The Owner shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements hereby conveyed deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said water wells, water lines, and appurtenant facilities; provided, however, that the Owner at its own expense shall restore as nearly as possible, to their original condition, all land or premises included within or adjoining said easements which are disturbed in any manner by the construction, operation, and maintenance of said water wells, water lines and appurtenant facilities. Such restoration

shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Richard L. Storch and Pamela L. Storch, his wife, Grantors, do hereby grant and convey to the Waterford Foundation, Inc., its successors and assigns, a 15 foot wide easement for ingress and egress to the Community Well Easement established herein by Owner, in the respective locations shown on the Plat as "Community Well Easement."

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the Trustees, as authorized to act by the Beneficiary as shown by their execution hereto, do agree to the creation of the aforesaid easements as shown on the Plat incorporated herein by reference.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the Commonwealth of Virginia, Board of Historic Resources, as authorized to act as shown by its execution hereto, does hereby subordinate the said easement to the Community Well Easements herein conveyed.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the Trustees, as authorized to act by the Beneficiary as shown by their execution hereto, do hereby subordinate the said lien to the easements herein conveyed.

This Deed of Subdivision and Easement is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Loudoun County, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of Owner, the Owner and proprietor of the land embraced within the bounds of said subdivision, and the Trustees, as aforesaid.

The undersigned warrants that this Agreement is made and

executed pursuant to authority properly granted by the Charter, bylaws and action of the Board of Directors of the Owner.

IN WITNESS WHEREOF, Owner has caused this Deed of Subdivision and Easement to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

WATERFORD FOUNDATION, INC.

By: *Margaret K. Good* (SEAL)  
Name: MARGARET K. GOOD  
Title: President

- *Richard L. Storch* (SEAL)  
Richard L. Storch, Grantor

*Pamela L. Storch* (SEAL)  
Pamela L. Storch, Grantor

*Arch A. Moore, III* (SEAL)  
Arch A. Moore, III, Trustee

(SEAL)  
John F. Lanham, Trustee

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MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

THE MIDDLEBURG BANK  
[Beneficiary]

By: *[Signature]* (SEAL)

Name: *G. H. Bramhall*

Title: *V.P.*

COMMONWEALTH OF VIRGINIA,  
BOARD OF HISTORIC RESOURCES

By: *H. Alexander Wise, Jr.* (SEAL)

Name: *H. Alexander Wise, Jr.*

Title: *Director, Virginia Department  
of Historic Resources*

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that *George H. Bramhall*, as *Vice President* of THE MIDDLEBURG BANK, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this *26<sup>th</sup>* day of *October*, 1999.

*[Signature]*  
Notary Public

My Commission Expires:

*05/31/00*

HALL, MONAHAN, ENGLE,  
MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA



STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Arch A. Moore, III, Trustee, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 26 day of OCTOBER, 1999.

*R. L. Smith*  
Notary Public

My Commission Expires:

*8-31-02*

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that John F. Lanham, Trustee, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this            day of           , 1999.

Notary Public

My Commission Expires:

HALL, MONAHAN, ENGLE,  
MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Richard L. Storch, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 13<sup>th</sup> day of October, 1999.

*Deborah A. Arnold*  
Notary Public

My Commission Expires:

*02/28/2003*

DISTRICT OF COLUMBIA  
STATE OF ~~VIRGINIA~~  
COUNTY OF ~~LOUDOUN~~, to-wit:  
CITY WASHINGTON, D.C.

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Pamela L. Storch, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18<sup>th</sup> day of October, 1999.

*Linda J. Siou*  
Notary Public

My Commission Expires:

LINDA J. SIOU  
NOTARY PUBLIC  
DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES NOVEMBER 30, 2003

HALL, MONAHAN, ENGLE,  
MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Margaret K. Goot, as President of the WATERFORD FOUNDATION, INC., whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 11<sup>th</sup> day of October, 1999.

Nelora A. Arnold  
Notary Public

My Commission Expires:

02/28/2003

STATE OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:  
CITY OF RICHMOND

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that H. ALEXANDER WISE, JR., as DIRECTOR of the COMMONWEALTH OF VIRGINIA, BOARD OF HISTORIC RESOURCES, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 20<sup>th</sup> day of October, 1999.

Patricia S. Doak  
Notary Public

My Commission Expires:

7/31/02

HALL, MONAHAN, ENGLE,  
MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

c:hall\_mon/corp/waterford/rev\_deed.sub

RECORDED/W/CERT ANNEXED  
16

1999 NOV -2 PM 12:00

LOUDOUN CO. VA  
TESTE: Richard Hill, CLERK

**WFI 1999 Well Policy (superseded by 2010 Policy)**

*Review in an effort to have an 1999  
 ongoing, consistent & fair policy  
 See #8*

**Waterford Foundation Policy to be Considered When a Petitioner Seeks Permission to Dig a Well on Waterford Foundation Property:**

1. Request must be in writing and include:
  - verification from an official source that the property owner's well is indeed dry.
  - verification that drilling a new well on their own land; enhancing the old well site; sharing a well or digging on adjacent land is not possible.
  - a description/drawing of location on Waterford Foundation property where petitioner wishes to drill.
2. When the written request is received and approved by the Board of Directors of the Waterford Foundation, a temporary easement will be granted for drilling at petitioner's expense. If this well is non-producing, the easement is vacated and the area should be returned to its original condition.
3. If the water production of the well is satisfactory (to both parties), then a permanent easement is granted. Survey and legal costs of doing this are the petitioners.
4. The Waterford Foundation is not responsible for the water quality or quantity. The Waterford Foundation cannot be held liable for loss or injury resulting from actions of the petitioners.
5. Maintenance and repair of the well and its pump are the responsibility of the petitioner.
6. The cost of such an easement is \$6,000. This may be paid at the rate of \$1,000 per year for 6 years, or will be reduced to \$5,000 if paid as a lump sum when the permanent easement is granted.
7. Each petition to the Waterford Foundation requesting permission to dig a well will be considered individually. The above policy will be used to guide the Waterford Foundation policy.
8. This policy does not mean that all requests will be granted – it is to ensure fair treatment when there is approval.

*forward  
 Passed Bd Dir  
 Sept 7, 99  
 Unanimously*

*Water Comm  
 very apprecia*

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## WFI 2010 Amended Well Policy



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### WELL POLICY

**Adopted by the Board of Directors September 7, 1999**

**As Amended by the Board of Directors October 19, 2010**

(To be considered when a Petitioner Seeks Permission to Dig a Well on Waterford Foundation Property)

1. Request must be in writing and include:
  - a. Verification from an official source that the property owner's well is indeed dry.
  - b. Verification that drilling a new well on their own land, enhancing the old well site, sharing a well or digging on adjacent land is not possible.
  - c. A description/drawing of location on Waterford Foundation property where petitioner wishes to drill.
2. When the written request is received and approved by the Board of Directors of the Waterford Foundation, temporary access will be granted for drilling at petitioner's expense. If this well is non-producing, the access ends and the area should be returned to its original condition.
3. If the water production of the well is satisfactory (to both parties), then an easement may be granted. Survey and legal costs of doing this are the petitioners.
4. The Waterford Foundation is not responsible for the water quality or quantity. The Waterford Foundation cannot be held liable for loss or injury resulting from actions of the petitioners.
5. Maintenance and repair of the well and its pump are the responsibility of the petitioner.
6. The cost of such an easement will be determined at fair market value.
7. Each petition to the Waterford Foundation requesting permission to dig a well will be considered individually. The above policy will be used to guide the Waterford Foundation policy.
8. This policy does not mean that all requests will be granted; it is to ensure fair treatment when there is approval.