

BK 0867 PG 00497

Tax Map Nos. 52 - 4.3

**THIS DEED WAS PREPARED BY
RHODES, FERGUSON & STONE, ATTORNEYS**

THIS DEED, made and entered into this the 8th day of January, 2005, by and between PLYLER DEVELOPMENT, INC., A Virginia Corporation, party of the first part, the GRANTOR, and RETREAT WATER COMPANY, a Virginia Corporation, party of the second part, the GRANTEE;

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, cash in hand paid and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby bargain, grant, sell and convey, with General Warranty and Modern English Covenants, unto the Grantee, all those certain tracts or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate, lying and being in the County of Franklin, State of Virginia, and being more particularly described as follows:

All that certain lot or parcel of land, being designated as a Well Lot, being 1.649 acres, "THE RETREAT", as shown on Sheet 5 of the survey referenced below, lying and being situate, in the Union Hall Magisterial District of Franklin County, Virginia, and being more particularly described according to the plat and survey prepared by Philip W. Nester, L.S., dated August 21, 2002, and revised on September 23, 2002, of record in the Circuit Court of Franklin County,

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Virginia, in Deed Book 758, at Pages 592-598, reference to which is made for a more particular description, including all equipment including but not limited to pumps, tanks, treatment facilities, buildings, meters and water lines, along with the easements for such water lines.

RESERVED HOWEVER, UNTO the Grantors, their successors and assigns, is all rights and obligations as set forth in the Restrictions, Covenants and Conditions of The Retreat, which are recorded in the aforesaid Clerk's Office in Deed Book 758, Page 599, and particularly as to the Grantor's right to locate and approve the boat docking facilities, which may or may not encroach over and across the imaginary lot lines as stated above.

ALSO CONVEYED HEREIN is all right, title and interest in and to the well lot easement areas located on Lots 55, 56, and 37 as shown on the reference survey, including all equipment but not limited to pumps, tanks, treatment facilities, buildings, meters and water lines, along with the easements for such water lines.

The right herein conveyed includes the right to lay necessary pipelines, plumbing and electrical cables, over, under and across the easements dedicated to public utilities as set forth on the plat of the Retreat by Philip W. Nester, L.S., dated August 21, 2002, and revised on September 23, 2002, of record in the aforesaid Clerk's Office in Deed Book 758, at Pages 592-598.

BEING a part of the same property conveyed to Plyler Development, Inc., from Coy W. Cooper, by Deed dated August 8, 2002, and recorded in the Clerk's Office of the Circuit Court of

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Franklin County in Deed Book 749, Page 1876; and by Deed of Correction dated October 14, 2002, of record in the aforesaid Clerk's Office in Deed Book 756, Page 228; being part of the same property conveyed to Plyler Development, Inc., from E. Derrick Plyler, Erik Plyler and Sheila Plyler, dated August 16, 2002, and recorded in the aforesaid Clerk's Office in Deed Book 749, Page 1883; being part of the same property conveyed to Plyler Development, Inc., by Deed dated August 16, 2002, from Flora, Flora & Montague, Inc., a Virginia Corporation, recorded in the aforesaid Clerk's Office in Deed Book 749, Page 1892; and by Deed conveyed to Plyler Development, Inc., from David Helscher and B. James Jefferson, Special Commissioners, dated August 12, 2002, recorded in the aforesaid Clerk's Office in Deed Book 749, Page 1879.

THIS CONVEYANCE is subject to all easements, restrictions, covenants and conditions of record affecting the hereinabove described property, more specifically the Restrictions, Covenants and Conditions of The Retreat, recorded in the aforesaid Clerk's Office in Deed Book 758, Page 599, and the flowage easements to Appalachian Power Company, recorded in the aforesaid Clerk's Office in Deed Book 173, Page 373, and in Deed Book 173, Page 319, and subject to all terms set forth in that certain agreement by and between Plyler Development, Inc., a Virginia Corporation to Retreat Water Company, a Virginia Corporation, dated September 20, 2002, a copy of is attached hereto as Exhibit A and incorporated herein by

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reference.

By accepting this conveyance, Retreat Water Company agrees to keep this property mowed and will maintain structure located thereon. If the mowing or maintenance goes undone for more than 30 days, the Grantor may mow and maintain, and bill the Grantee, and the Grantee agrees to pay.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever in fee simple.

By signing below, The Retreat Water Company, a Virginia Corporation, agrees to the terms and conditions stated above.

WITNESS the following signatures and seals:

PLYLER DEVELOPMENT, INC., A
Virginia Corporation

By: *Ernest L. Plyler, Jr.* (SEAL)

RETREAT WATER COMPANY, A
Virginia Corporation

By: *David G. Peters* (SEAL)
Its President

STATE OF VIRGINIA

COUNTY OF FRANKLIN, to-wit:

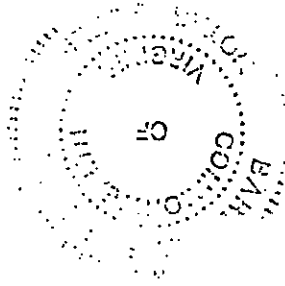
The foregoing Deed was acknowledged before me on this the 30 day of June, 2005, by *Ernest L. Plyler, Jr.* of Plyler Development, Inc., a Virginia Corporation.

My commission expires: *September 30, 2007*

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Barbara Engelle
Notary Public

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STATE OF VIRGINIA

COUNTY/CITY OF Roanoke, to-wit:

The foregoing Deed was acknowledged before me on this
the 15th day of June, 2005, by
David G. Petrus President of the Retreat Water
Company, a Virginia Corporation.

My commission expires; 5-31-08

Abraham Z. Gotsis
Notary Public

THIS DEED WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE EXAMINATION

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EXHIBIT A

TRANSFER OF WATER SYSTEM AGREEMENT

THIS AGREEMENT, made this 20 day of September, 2002, by and between Plyler Development Inc., a Virginia Corporation, (hereinafter called "PLYLER") and Retreat Water Company, a Virginia Corporation, (hereinafter "WATERWORKS").

WITNESSETH:

WHEREAS, PLYLER is developing the residential subdivision known as The Retreat in the Union Hall District of Franklin County, Virginia; and

WHEREAS, PLYLER will install a water system, for use by each of the lots in the community, consisting of wells, well lots, treatment facilities, buildings, pumps, tanks, meters, and water lines; and

WHEREAS, PLYLER desires WATERWORKS to take over and operate the said water system once it is completed.

Therefore the parties, for and in consideration of the sum of \$10.00, plus other good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

1. PLYLER will be responsible for the complete installation and payment for the above mentioned water system, including the three existing wells.
2. Upon completion of the water system, PLYLER will convey it by appropriate deed and or documentation to WATERWORKS. PLYLER shall convey the entire water system, including but not limited to the approximate $\frac{3}{4}$ acre well lot for the existing well number one located at the corner of Veranda Bay Drive and Ivy Lane and the easements to well number two on lots 55 and 56, and well number three on lot 37, all equipment including

but not limited to pumps, tanks, treatment facilities, buildings, meters and water lines, along with the easements for such water lines, as shown on the plat or survey for THE RETREAT, made by Philip W. Nester, Inc., Land Surveyors dated August 21, 2002 and recorded in the Clerk's Office for the Circuit Court of Franklin County in Deed Book 158, at Page 521-528 on

3. PLYLER shall retain the right to charge and collect the appropriate connection fee for each customer in the Retreat Subdivision who joins onto the system. This fee is to offset the cost and expense of installing the water system itself, as well as the connection of each customer to the system. This fee shall include the placement of a water meter, to measure the usage of water, for each customer.

4. PLYLER shall have the right to install the appropriate metered water lines necessary to irrigate the landscaping in the Common Areas and the appropriate VDOT easements of THE RETREAT. PLYLER shall be responsible for all water charges arising from such meters until such time as PLYLER creates the Retreat Homeowners Association. The Retreat Homeowners Association will then be responsible for all water charges.

5. Upon the conveyance of the system WATERWORKS shall own and operate the system. PLYLER shall have no further duty or responsibility to, or from, the water system, other than that specified above.

6. WATERWORKS, as the owner and operator of the system, shall supply water to the customers subject to the quantity and quality of water available, from the existing wells aforesaid.

7. In the event of a water shortage, WATERWORKS, at its discretion, shall have

the right to prescribe and enforce reasonable rules, regulation, terms and conditions regarding the limitation and cost of water usage.

8. WATERWORKS, pursuant to the provisions of Page 11 of the Deed restrictions applying to all lots in the RETREAT, shall have the right to charge an annual availability fee to lot owners who are not connected to, or who have not made arrangements to connect to the water system. PLYLER shall be exempt from such fee as to all lots it owns. The said fee will not be imposed on such lots until transfer from PLYLER to a third party owner.

9. This agreement shall apply to and include the named parties, PLYLER and WATERWORKS, their respective successors and assigns.

Witness the following signatures and seal:

Plyler Development Inc.

By: E. Derrick Plyler
Its PRES

Retreat Water Company

By: David G. Potts
Its President

STATE OF Virginia
CITY/COUNTY OF Franklin, TO-WIT:

The foregoing instrument was acknowledged before me this 20th day of September, 2002, by E. Derrick Plyler, President of Plyler Development, Inc., on behalf of said corporation.

[Signature]
NOTARY PUBLIC

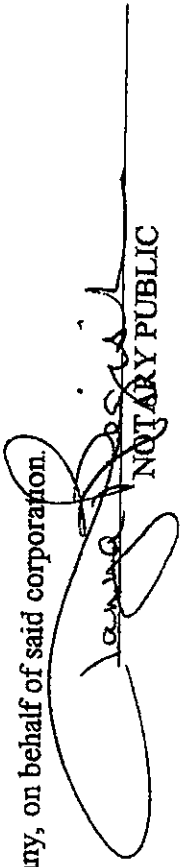
My commission expires: 9-30-06

STATE OF Virginia

BK 0867 PG 00505

CITY/COUNTY OF Franklin, TO-WIT:

The foregoing instrument was acknowledged before me this 20th day of September, 2002, by David Petrus, President of Retreat Water Company, on behalf of said corporation.


NOTARY PUBLIC

My commission expires: 9-30-06
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INSTRUMENT # 054X3532
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
Nov. 4, 2005 AT 11:35AM
\$ 46.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$ 23.00 LOCAL: \$ 23.00
BY Alice S. Hall, Clerk
Anne K. Hunt (DC)