

Prepared by and return to:
City Attorney's Office
One Park Center Court
Manassas Park, VA 20111
Attn: Dean H. Crowhurst, Esq.

Tax Map Numbers: 24-6-1
24-6-2
24-6-3
24-6-4
24-6-5

**DEED OF BOUNDARY LINE ADJUSTMENT, CONVEYANCE, DEDICATION,
EASEMENTS, VACATIONS, RELEASE AND SUBORDINATION**

THIS DEED OF BOUNDARY LINE ADJUSTMENT, CONVEYANCE, DEDICATION, EASEMENTS, VACATIONS, RELEASE AND SUBORDINATION (this "Deed") is made this ____ day of _____, 2011 (the "Effective Date"), by and between **PARK CENTER LLC**, a Virginia limited liability company, its successors and assigns ("Park Center") (Grantor and Grantee); **PRLAP, INC.**, a Virginia corporation, Trustee (the "Trustees") (Grantor and Grantee); **BANK OF AMERICA, N.A.** (successor by merger to LASALLE BANK NATIONAL ASSOCIATION), Beneficiary (the "Beneficiary") (Grantor and Grantee); **PARK CENTER COMMUNITY DEVELOPMENT AUTHORITY**, a body corporate and politic (the "CDA") (Grantor and Grantee); and **THE CITY OF MANASSAS PARK, VIRGINIA**, a body corporate and politic, its successors and assigns (the "City") (Grantor and Grantee).

Deleted: PATRICK W. NEAL and
CARMEN D. ZOLLMAN, Trustees

Deleted: in interest

RECITALS

R-1. The City is the owner of certain real property situate in Manassas Park, Virginia, known as Parcel A1, PARK CENTER ("Parcel A1"), with tax map number 24-6-1, as shown on the plat attached hereto and incorporated herein by this reference (File No. P364(RW CD), dated February 1, 2010, entitled "PLAT SHOWING DEDICATION OF RIGHT OF WAY, EASEMENTS & VACATIONS PARCELS A1, A2, A3, A4 & A5 PARK CENTER" and prepared by Barnes & Johnson, Inc. of Manassas Park, Virginia (the "Plat"), Parcel A1, PARK CENTER being portion of a larger parcel of property known as Parcel A, PARK CENTER ("Parcel A") that was acquired by the City by deed recorded as Instrument Number 200109040091872 among the land records of Prince William County, Virginia (the "Land Records").

R-2. Pursuant to that certain Deed of Subdivision and Easements dated December 20, 2006 and recorded as Instrument Number 200612210176790 among the Land Records, the City subdivided Parcel A into Parcel A1 and four other new single parcels known as Parcel A2, PARK CENTER; Parcel A3, PARK CENTER; Parcel A4, PARK CENTER; and Parcel A5, PARK CENTER ("Parcel A2", "Parcel A3", "Parcel A4" and "Parcel A5", respectively), as more particularly described therein, with tax map numbers 24-6-1, 24-6-2, 24-6-3, 24-6-4, and 24-6-5, respectively.

R-3. Park Center acquired Parcel A2, Parcel A3, Parcel A4 and Parcel A5 from the City by Special Warranty Deed dated January 5, 2007 and recorded as Instrument No. 200701080003486 among the Land Records.

R-4. At the request of Park Center, on January 9, 2007 the City's governing body (the "Governing Body") approved and adopted Ordinance No. 07-1700-819, recorded as Instrument

No. 200703130030761 among the Land Records, which vacated and abandoned a portion of public right-of-way; by operation of law the vacated right-of-way thereby became part of Parcel A3, Parcel A4 and Parcel A5, creating and establishing three new single parcels, all owned in fee simple by Park Center, as follows: (1) Parcel A3-1, PARK CENTER, containing 1.02019 acres (44,439 square feet) of land ("Parcel A3-1"); (2) Parcel A4-1, PARK CENTER, containing 3.48333 acres (151,734 square feet) of land ("Parcel A4-1"); and (3) Parcel A5-1, PARK CENTER, containing 3.39965 acres (148,089 square feet) of land ("Parcel A5-1").

R-5. At the further request of Park Center, on January 5, 2010 the City's Governing Body approved and adopted Ordinance No. 10-1700-883, recorded as Instrument No. _____ among the Land Records, which vacated and abandoned an additional portion of public right-of-way; by operation of law the vacated right-of-way thereby became part of Parcel A4-1 and Parcel A5-1, creating and establishing two new single parcels, both owned in fee simple by Park Center, as follows: (1) Parcel A4-2, PARK CENTER, containing 3.50650 acres (152,743 square feet) of land ("Parcel A4-2"); and (2) Parcel A5-2, PARK CENTER, containing 3.41051 acres (148,562 square feet) of land ("Parcel A5-2").

R-6. Parcel A1 is not subject to the lien of any deed of trust.

R-7. Parcel A2, Parcel A3-1, Parcel A4-2 and Parcel A5-2 (collectively, the "Park Center Property") are subject to the lien of that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated May 3, 2007 and recorded as Instrument No. 200705150058656 among the Land Records (the "Deed of Trust"), wherein the was conveyed to Patrick W. Neal and Carmen D. Zollman, in trust, to secure the repayment of a certain indebtedness payable unto the Beneficiary, as more specifically set forth therein.

Deleted: the Trustees

R-8. By that certain Substitution of Trustee dated _____, 2011 and recorded as Instrument No. _____ among the Land Records, the Beneficiary, as holder of the Note (as defined in the Deed of Trust) for the Park Center Property, appointed the Trustee as substitute trustee under the Deed of Trust.

R-9. It is the desire and intent of the City and Park Center to adjust the boundary lines of Parcel A1, Parcel A2 and Parcel A3-1 as shown on the Plat and as hereinafter provided.

R-10. It is the desire and intent of Park Center to grant and convey unto the CDA all of Parcel A3-2 (as defined below) for private street purposes, subject to certain conditions as hereinafter provided.

R-11. It is the desire and intent of Park Center to dedicate, grant, and convey a portion of Parcel A4-2 for public street purposes as shown on the Plat and as hereinafter provided.

R-12. It is the desire and intent of Park Center and the City to grant and convey unto each other certain easements as shown on the Plat and as hereinafter provided.

R-13. It is the desire and intent of the City to create, establish and reserve unto itself and its successors and assigns certain easements as shown on the Plat and as hereinafter provided.

R-14. It is the desire and intent of Park Center and the City to vacate (i) the existing storm sewer easement shown on the Plat and labeled thereon as “EX. STORM SEWER EASEMENT INST. # 20060809117738 HEREBY VACATED” (the “Existing Storm Sewer Easement”), being the storm sewer easement acquired by the City by deed recorded as Instrument No. 20060809117738 among the Land Records; (ii) that portion of the existing storm drainage easement shown on the Plat and labeled thereon as “PORTION OF EX. STORM DRAINAGE EASEMENT D.B. 1423 PG. 1642 HEREBY VACATED” (the “Existing Storm Drainage Easement”), being a portion of the storm drainage easement acquired by the City by deed recorded in Deed Book 1423 at Page 1642, among the Land Records; and (iii) that portion of the existing sanitary sewer easement shown on the Plat and labeled thereon as “PORTION OF EX. SANITARY SEWER EASEMENT D.B. 1262 PG. 587 HEREBY VACATED” (the “Existing Sanitary Sewer Easement”), being a portion of the sanitary sewer easement acquired by the City by deed recorded in Deed Book 1262 at Page 587, among the Land Records.

R-15. It is the desire and intent of Park Center and the City to vacate the plat dated December 20, 2006, entitled “PLAT SHOWING CONVEYANCE OF RIGHT OF WAY & VARIOUS EASEMENTS FROM THE CITY OF MANASSAS PARK TO PARCELS A3, A4 & A5 PARK CENTER” (the “Vacated Plat”) and prepared by Barnes & Johnson, Inc. of Manassas Park, Virginia, and all easements described thereon, which Vacated Plat has not been recorded among the Land Records.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Park Center, with the consent of the Trustees, as authorized to act by the Beneficiary, as shown by their execution hereto, do hereby agree as follows:

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Deed by this reference as if set forth herein in their entirety.

BOUNDARY LINE ADJUSTMENT

The boundary lines of Parcel A1, Parcel A2 and Parcel A3-1 are hereby adjusted in accordance with the Plat, creating and establishing three new single parcels as follows: (1) Parcel A1-1, PARK CENTER, containing 2.56703 acres (111,820 square feet) of land, to be owned in fee simple by the City (“Parcel A1-1”) (the City, in its capacity as owner of Parcel A1-1, together with its successor owner(s) and assigns, is also referred to herein as the “Parcel A1-1 Owner”); (2) Parcel A2-1, PARK CENTER, containing 0.24750 acres (10,781 square feet) of land, to be owned in fee simple by Park Center (“Parcel A2-1”); and (3) Parcel A3-2, PARK CENTER, containing 0.91015 acres (39,646 square feet) of land, to be owned in fee simple by Park Center (“Parcel A3-2”).

CONVEYANCE

Park Center hereby grants and conveys unto the CDA, with Special Warranty of Title, all of Parcel A3-2, subject to (i) the requirement that the CDA shall not restrict or inhibit the use of Parcel A3-2 as private roadways serving Parcel A1-1 and the Park Center Property without the prior joint approval of the Parcel A1-1 Owner and Park Center; (ii) the right of Park Center, in accordance with City laws, rules and regulations, to maintain and repair roadways and traffic calming measures over and across Parcel A3-2; (iii) the right of the Parcel A1-1 Owner, in accordance with City laws, rules and regulations, to maintain and repair roadways and traffic calming measures over and across Parcel A3-2 in the event that Park Center, or any subsequent owner(s) of Parcel A5-2 and/or Parcel A4-3, (as defined below), fails to maintain such roadways after demand thereof from the Parcel A1-1 Owner; (iv) the right of Park Center and the Parcel A1-1 Owner to request that the CDA grant and convey easements without additional consideration over and across Parcel A3-2 that do not materially and/or adversely impact the use, operation and/or maintenance of Parcel A3-2 as roadways serving Parcel A1-1 and the Park Center Property, which request shall not be unreasonably denied; (v) the right of Park Center and the Parcel A1-1 Owner to prohibit loitering, skateboarding and the creation of other nuisances for their respective residents, tenants and invitees within Parcel A3-2; and (vi) all covenants, conditions, restrictions, agreements, reservations, rights-of-way and easements of record, including the easements granted herein. In connection with the grant, Park Center reserves the right to prohibit construction vehicles and large trucks serving properties other than the Park Center Property from using Parcel A3-2.

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DEDICATION

Park Center hereby dedicates to public street purposes and conveys to the City, in fee simple, the 0.01444 acres (629 square feet) of Parcel A4-2 labeled on the Plat as "R/W DEDICATION 0.00078 ACRES 34 S.F." and "R/W DEDICATION 0.01366 ACRES 595 S.F.", thereby creating and establishing a new Parcel A4-3, PARK CENTER, to be owned in fee simple by Park Center ("Parcel A4-3"). To the extent permitted by applicable law, Park Center reserves all density credit for the benefit of the parcel from which such dedication occurs. This dedication is made in accordance with the statutes made and provided therefore.

PARCEL A3-2 INGRESS-EGRESS/PUBLIC ACCESS EASEMENT

The CDA hereby grants and conveys unto the City an ingress-egress/public access easement for the purpose of ingress and egress by the public and for the purpose of ingress and egress by City emergency, maintenance and police vehicles, officers and employees over and across Parcel A3-2 in the location more particularly bounded and described on the Plat (the "Parcel A3-2 Ingress-Egress/Public Access Easement").

The Parcel A3-2 Ingress-Egress/Public Access Easement is subject to the following conditions:

1. All streets, service drives, sidewalks, trails, driveways and all appurtenant facilities installed in the easement and rights-of-way shall be and remain the property of the CDA. Pursuant to the terms of that certain Maintenance Agreement dated April 1, 2007, by and

between the CDA and Park Center, as the same may be amended from time to time, Park Center shall be responsible for the proper upkeep, maintenance and repair of Parcel A3-2 and said streets, service drives, trails, sidewalks, driveways and appurtenant facilities.

2. The City and its agents shall have full and free use of the easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right, but not the obligation, to perform, if the CDA, as parcel owner, or Park Center, as its contractor, fails to do so and such failure results in the easement area becoming unsafe and/or unusable for vehicular and/or pedestrian access, such upkeep, maintenance and repair as the City may deem necessary for the purpose of restoring vehicular and pedestrian access over the easement, the actual cost of which shall be reimbursed to the City by the CDA or Park Center, as applicable, upon demand; and also including the right of reasonable access to and from the right-of-way and to use adjoining land where necessary, provided that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further provided that this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land. Prior to performing any upkeep, maintenance and/or repair within the easement area, the City first shall provide written notice to the CDA and Park Center, identifying the failure and giving the CDA and Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If neither the CDA nor Park Center takes any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment provided pursuant to this paragraph shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

3. The CDA reserves for itself and Park Center the right to prohibit (i) loitering, skateboarding and the creation of other nuisances for its residents, tenants and invitees within the easement area; (ii) the public from parking vehicle(s) in the Ingress-Egress/Public Access Easements without the consent of Park Center; and (iii) construction vehicles and large trucks serving properties other than the Park Center Property from using the Ingress-Egress/Public Access Easements.

4. The CDA and Park Center shall have full and free use of the easement, and shall have all rights and privileges reasonably necessary to enjoy, regulate, enforce and exercise the rights reserved herein, including the right from time to time to temporarily restrict, limit, or prohibit public access to the easement for the construction, operation, and maintenance of the easement area, and to hold special events, stage construction materials and/or other purposes as may be determined by the CDA and/or Park Center, all in accordance with City laws, rules and regulations.

PARCEL A5-2 INGRESS-EGRESS/PUBLIC ACCESS EASEMENT

Park Center hereby grants and conveys unto the City an ingress-egress/public access easement for the purpose of ingress and egress by the public and for the purpose of ingress and egress by City emergency, maintenance and police vehicles, officers and employees over and

across Parcel A5-2 in the location more particularly bounded and described on the Plat (the "Parcel A5-2 Ingress-Egress/Public Access Easement").

The Parcel A5-2 Ingress-Egress/Public Access Easement is subject to the following conditions:

1. All streets, service drives, sidewalks, trails, driveways and all appurtenant facilities installed in the easement and rights-of-way shall be and remain the property of the Park Center, which shall be responsible for the proper upkeep, maintenance and repair of Parcel A5-2 and said streets, service drives, trails, sidewalks, driveways and appurtenant facilities.

2. The City and its agents shall have full and free use of the easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right, but not the obligation, to perform, if Park Center fails to do so and such failure results in the easement area becoming unsafe and/or unusable for vehicular and/or pedestrian access, such upkeep, maintenance and repair as the City may deem necessary for the purpose of restoring vehicular and pedestrian access over the easement, the actual cost of which shall be reimbursed to the City by Park Center upon demand; and also including the right of reasonable access to and from the right-of-way and to use adjoining land where necessary, provided that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further provided that this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land. Prior to performing any upkeep, maintenance and/or repair within the easement area, the City first shall provide written notice to Park Center, identifying the failure and giving Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If Park Center does not take any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment provided pursuant to this paragraph shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

3. Park Center reserves for itself the right to prohibit (i) loitering, skateboarding and the creation of other nuisances for its residents, tenants and invitees within the easement area; (ii) the public from parking vehicle(s) in the Ingress-Egress/Public Access Easements without the consent of Park Center; and (iii) construction vehicles and large trucks serving properties other than the Park Center Property from using the Ingress-Egress/Public Access Easements.

4. Park Center shall have full and free use of the easement, and shall have all rights and privileges reasonably necessary to enjoy, regulate, enforce and exercise the rights reserved herein, including the right from time to time to temporarily restrict, limit, or prohibit public access to the easement for the construction, operation, and maintenance of the easement area, and to hold special events, stage construction materials and/or other purposes as may be determined by Park Center, all in accordance with City laws, rules and regulations.

SIDEWALK EASEMENTS

Park Center hereby grants and conveys unto the City sidewalk easements for the purpose of pedestrian ingress and egress by the public and for the purpose of ingress and egress by City emergency, maintenance and police officers and employees over and across Parcel A2-1, Parcel A4-3 and Parcel A5-2, in the locations more particularly bounded and described on the Plat (the "Sidewalk Easements").

The Sidewalk Easements are subject to the following conditions:

1. All sidewalks, trails, driveways and other hardscape and streetscape installed in the easements and rights-of-way shall be and remain the property of Park Center, which shall be responsible for the proper maintenance and upkeep of Parcel A2-1, Parcel A4-3 and Parcel A5-2 and for the proper upkeep, maintenance, repair and replacement of said sidewalks, trails, driveways and other hardscape and streetscape.

2. The City and its agents shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right, but not the obligation, to perform, if Park Center fails to do so and such failure results in the easement area becoming unsafe and/or unusable for ingress and egress or the easement area becoming a nuisance, as such term is described in Section 15.2-1115 of the Code of Virginia (a "Nuisance"), such upkeep, maintenance and repair as the City may deem necessary for the purpose of restoring ingress and egress over the easement and/or removing such Nuisance, the actual cost of which shall be reimbursed to the City by Park Center upon demand; and also including the right of reasonable access to and from the rights-of-way and to use adjoining land where necessary, provided that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further provided that this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land. Prior to performing any upkeep, maintenance and/or repair within the easement area, the City first shall provide written notice to Park Center, identifying the failure and giving Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If Park Center does not take any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment provided pursuant to this paragraph shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

3. The City 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 cause the easement to be unsafe and/or unusable for ingress and egress or to otherwise cause a Nuisance; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. Park Center reserves the right to construct and maintain roadways, sidewalks, bike racks, seating and seating partitions, planters, hardscape, streetscape and landscape features, signage, lighting, trellises and/or other improvements, in accordance with City laws, rules and regulations, over and to make any use of the easements herein granted which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by the City for the purposes named; provided, however, that Park Center reserves the right, in accordance with City laws, rules and regulations, to temporarily restrict, limit, or prohibit public access to the sidewalks, trails, driveways, and other hardscape and streetscape located in the easement area, for construction, operation, and maintenance of sidewalks, and for holding special events, staging construction materials, and/or other purposes as may be determined by Park Center; and further provided that Park Center shall not erect any building or other structure on the easements, other than those existing as of the Effective Date or as may otherwise be permitted herein, without obtaining the prior written approval of the City. Park Center and its agents shall also have the right, from time to time, to license and/or lease a portion of the easement area for extended periods of time for the exclusive use of its designees as long as minimum acceptable pedestrian clearances are maintained in accordance with City laws, rules and regulations. For example, in accordance with City laws, rules and regulations, Park Center may allow retail tenants to erect and operate permanent and exclusive outdoor seating and seating partitions, displays, merchandise, signage, etc., within that portion of the easement area that still allows for safe passage by pedestrians, in which case public ingress/egress rights shall be suspended over that portion of the easement area for such periods as are deemed necessary.

5. Park Center reserves the right to prohibit loitering, skateboarding and the creation of other nuisances for its residents, tenants and invitees within the easement area.

LANDSCAPE/HARDSCAPE & SIDEWALK EASEMENTS

Park Center hereby grants and conveys unto the City landscape/hardscape and sidewalk easements for the purpose of maintaining, adding to or altering present or future landscape and hardscape areas, for the purpose of pedestrian ingress and egress by the public, and for the purpose of ingress and egress by City emergency, maintenance and police officers and employees over and across Parcel A4-3 and Parcel A5-2, in the locations more particularly bounded and described on the Plat (the "Landscape/Hardscape & Sidewalk Easements").

The Landscape/Hardscape & Sidewalk Easements are subject to the following conditions:

1. Park Center shall be responsible for the installation, upkeep, maintenance, repair, and replacement of all landscaping within the easements and rights-of-way, including the replacement of dead or dying plant materials.

2. All sidewalks, trails, driveways, seat walls, decorative seats, water fountains, and other hardscape and streetscape installed in the easements and rights-of-way shall be and remain the property of Park Center, which shall be responsible for the proper upkeep and maintenance of Parcel A2-1, Parcel A4-3 and Parcel A5-2 and for the proper upkeep, maintenance, repair and replacement of said sidewalks, trails, driveways, seat walls, decorative seats, water fountains and other hardscape and streetscape.

3. The City and its agents shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right, but not the obligation, to perform, if Park Center fails to do so and such failure results in the easement area becoming unsafe and/or unusable for ingress and egress or the easement area becoming a Nuisance, such upkeep, maintenance and repair as the City may deem necessary for the purpose of restoring ingress and egress over the easement and/or removing such Nuisance, the actual cost of which shall be reimbursed to the City by Park Center upon demand; and also including the right of reasonable access to and from the rights-of-way and to use adjoining land where necessary, provided that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further provided that this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land. Prior to performing any upkeep, maintenance and/or repair within the easement area, the City first shall provide written notice to Park Center, identifying the failure and giving Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If Park Center does not take any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment from the City shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

4. The City 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 cause the easement to be unsafe and/or unusable for ingress and egress or to otherwise cause a Nuisance; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

5. Park Center reserves the right to construct and maintain roadways, sidewalks, bike racks, seating and seating partitions, planters, hardscape, streetscape and landscape features, signage, lighting, trellises and/or other improvements, in accordance with City laws, rules and regulations, over and to make any use of the easements herein granted which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by the City for the purposes named; provided, however, that Park Center reserves the right, in accordance with City laws, rules and regulations, to temporarily restrict, limit, or prohibit public access to the sidewalks, trails, driveways, and other hardscape and streetscape located in the easement area, for construction, operation, and maintenance of sidewalks, and for holding special events, staging construction materials, and/or other purposes as may be determined by Park Center; and further provided that Park Center shall not erect any building or other structure on the easements, other than those existing as of the Effective Date or as may otherwise be permitted herein, without obtaining the prior written approval of the City. Park Center and its agents shall also have the right, from time to time, to license and/or lease a portion of the easement area for extended periods of time for the exclusive use of its designees as long as minimum acceptable pedestrian clearances are maintained in accordance with City laws, rules and regulations. For example, in accordance with City laws, rules and regulations, Park Center

may allow retail tenants to erect and operate permanent and exclusive outdoor seating and seating partitions, displays, merchandise, signage, etc., within that portion of the easement area that still allows for safe passage by pedestrians, in which case public ingress/egress rights shall be suspended over that portion of the easement area for such periods as are deemed necessary.

6. Park Center reserves the right to prohibit loitering, skateboarding and the creation of other nuisances for its residents, tenants and invitees within the easement area.

SANITARY AND STORM SEWER EASEMENTS

Park Center hereby grants and conveys unto the City sanitary and storm sewer easements for the purpose of constructing, operating, repairing, maintaining, adding or altering present or future sanitary and storm sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of sanitary and storm sewage and its transmission through and across Parcel A2-1, Parcel A3-2, Parcel A4-3, and Parcel A5-2, in the locations more particularly bounded and described on the Plat (the "Sanitary & Storm Sewer Easements").

The Sanitary & Storm Sewer Easements are subject to the following conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the City.

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

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of said sewers; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. Park Center reserves the right to construct and maintain roadways, sidewalks, bike racks, seating and seating partitions, planters, hardscape, streetscape and landscape features, signage, lighting, trellises and/or other improvements, in accordance with City laws, rules and regulations, over the easements and to make any use of the easements which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by the City for the purposes named; provided, however, that Park Center shall not erect any building or structure on the easements, other than those existing as of the Effective Date or as may otherwise be permitted herein, without the prior written approval of the City.

WATERLINE EASEMENTS

Park Center hereby grants and conveys unto the City easements and rights-of-way for the purpose of constructing, operating, repairing, maintaining, adding to, or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across Parcel A3-2, Parcel A4-3 and Parcel A5-2, in the locations more particularly bounded and described on the Plat (the "Waterline Easements").

The Waterline Easements are subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the City.

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

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of the water mains and appurtenant facilities; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. Park Center reserves the right to construct and maintain roadways, sidewalks, bike racks, seating and seating partitions, planters, hardscape, streetscape and landscape features, signage, lighting, trellises and/or other improvements, in accordance with City laws, rules and regulations, over the easements and to make any use of the easements which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by the City for the purposes named; provided, however, that Park Center shall not erect any building or structure on the easements, other than those existing as of the Effective Date or as may otherwise be permitted herein, without the prior written approval of the City.

TRAFFIC SIGNAL EASEMENT

Park Center hereby grants and conveys unto the City easements and rights-of-way for the purpose of constructing, reconstructing, operating, maintaining, adding to, or altering present or future traffic signalization and control devices and appurtenant facilities, over and across Parcel A3-2, Parcel A4-3 and Parcel A5-2, in the locations more particularly bounded and described on the Plat (the "Traffic Signal Easement").

The Traffic Signal Easement is subject to the following conditions:

1. All traffic signalization and control devices and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the City.

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

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of the traffic signalization and control devices and appurtenant facilities; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions

4. Park Center reserves the right to construct and maintain roadways, sidewalks, bike racks, seating and seating partitions, planters, hardscape, streetscape and landscape features, signage, lighting, trellises and/or other improvements, in accordance with City laws, rules and regulations, and to otherwise make any use of the land encumbered by the easement herein granted which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by the City for the purposes named; provided, however, that Park Center shall not erect any building or other structure on the easement, other than those existing as of the Effective Date or as may otherwise be permitted herein, without obtaining the prior written approval of the City.

TEMPORARY PARKING EASEMENTS

The City hereby grants and conveys unto Park Center easements and rights-of-way for the purpose of providing on-street vehicular parking and appurtenant facilities, over and across Parcel A1-1, in the locations more particularly bounded and described on the Plat (the "Temporary Parking Easements").

The Temporary Parking Easements are subject to the following conditions:

1. Park Center, at Park Center's sole cost and expense, shall be responsible for the proper upkeep, maintenance, repair and replacement of all parking spaces and other improvements installed in the easements and rights-of-way. Notwithstanding the foregoing sentence, if Park Center fails to perform such proper upkeep, maintenance, repair and such failure results in the easement area becoming unsafe or the easement area becoming a Nuisance, the City shall have the right, but not the obligation, to either (a) perform such upkeep, maintenance and repair as the City may deem necessary for the purpose correcting any unsafe condition and/or removing such Nuisance, the actual cost of which shall be reimbursed to the

City by Park Center upon demand, or (b) terminate one or both of the easements. Prior to performing any upkeep, maintenance and/or repair within the easement area or terminating either easement, the City first shall provide written notice to Park Center, identifying the failure and giving Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If Park Center does not take any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment from the City shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

2. Park Center and its agents shall have full and free exclusive use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements.

3. The City reserves the right to make any use of the land encumbered by the easement herein granted which is not inconsistent with the rights herein conveyed and which does not interfere with the use of the easement by Park Center for the purposes named.

4. Unless earlier terminated as provided above, the easements shall terminate thirty (30) days following written notice provided by the City to Park Center that (i) the City has negotiated an agreement to either sell or lease Parcel A1-1 to a third party and closing/lease commencement will occur within sixty (60) days following the date of such notice, or (ii) construction is scheduled to commence on Parcel A1-1 within sixty (60) days following the date of such notice.

TEMPORARY PASSIVE RECREATIONAL & LANDSCAPING EASEMENT

The City hereby grants and conveys unto Park Center an easement and right-of-way for the purpose of providing passive recreational facilities (e.g., volleyball courts, dog park, picnic tables, benches, pavilion landscaping, etc.) and appurtenant facilities, over and across Parcel A1-1 (the "Temporary Passive Recreational Easement").

The Temporary Passive Recreational Easement is subject to the following conditions:

1. Park Center, at Park Center's sole cost and expense, shall be responsible for the upkeep, maintenance and repair of Parcel A1-1 and for the construction, upkeep, maintenance, repair and replacement of all improvements installed in the easement. Notwithstanding the foregoing sentence, if Park Center fails to perform such proper upkeep, maintenance, repair and such failure results in the easement area becoming unsafe and/or the easement area becoming a Nuisance, the City shall have the right, but not the obligation, to either (a) perform such upkeep, maintenance and repair as the City may deem necessary for the purpose of correcting any unsafe condition and/or removing such Nuisance, the actual cost of which shall be reimbursed to the City by Park Center upon demand, or (b) terminate the easement. Prior to performing any upkeep, maintenance and/or repair within the easement area or terminating the easement, the City first shall provide written notice to Park Center, identifying the failure and giving Park Center a reasonable period of time given the risk to the public, not to exceed thirty (30) days

from receipt of the notice, to (i) cure such failure, or (ii) commence to cure such failure and diligently pursue curing such failure. If Park Center does not take any of the actions described in the previous sentence within such cure period, the City shall be entitled to exercise the remedies provided above. Each demand for payment from the City shall include an invoice for which reimbursement is sought and shall be due and payable within thirty (30) days of receipt of each demand.

2. Park Center and its agents shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and regulate its use.

3. As long as its use does not increase Park Center's maintenance costs, the City may use Parcel A1-1 for those purposes that are not inconsistent with the rights herein conveyed and which do not interfere with the use of the easement by Park Center or its residents, tenants and invitees for the purposes named.

4. Unless earlier terminated as provided above, the easement shall terminate thirty (30) days following written notice provided by the City to Park Center that (i) the City has negotiated an agreement to either sell or lease Parcel A1-1 to a third party and closing/lease commencement will occur within sixty (60) days following the date of such notice, or (ii) construction is scheduled to commence on Parcel A1-1 within sixty (60) days following the date of such notice.

5. Following termination of the easement as provided above, Park Center shall remove, at its sole cost and expense, all equipment and other improvements installed on Parcel A1-1 if requested by the Parcel A1-1 Owner.

SIDEWALK EASEMENT RESERVATIONS

The City hereby creates, establishes and reserves unto itself, and any successor government, a sidewalk easement for the purpose of constructing, operating, maintaining, repairing and replacing sidewalks, street trees, streets lights and other streetscape facilities through and across Parcel A1-1, in the locations more particularly bounded and described on the Plat (the "Sidewalk Easement Reservations").

The Sidewalk Easement Reservations are subject to the following terms and conditions:

1. All facilities installed in the easements and rights-of-way shall be and remain the property of the City, its successors and assigns.

2. The City and its agents shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the right-of-way and the right to use adjoining land of the City where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair or replacement.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper construction, operation, maintenance and repair of said sidewalks; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The City reserves the right to make any use of the land encumbered by the easements herein granted which is not inconsistent with the rights herein reserved and which does not interfere with the use of the easement for the purposes named.

5. Any sidewalks, lighting, landscape/hardscape and related facilities constructed in the easement reservation area by the City, its successors or assigns, shall be of substantially similar quality, quantity and finish as the sidewalks, lighting, landscape/hardscape and related facilities constructed on those portions of Parcel A5-2 and Parcel A4-3 that adjoin Parcel A3-2. The purpose of this paragraph is to ensure a cohesive and harmonious travel way.

EASEMENT VACATIONS

The City does hereby vacate, release, and extinguish all of its right, title and interest in and to the Existing Storm Sewer Easement, the Existing Storm Drainage Easement, and the Existing Sanitary Sewer Easement.

PLAT VACATION

The City and Park Center do hereby vacate, release, and extinguish all their right, title and interest in the Vacated Plat and all easements described thereon.

TRUST RELEASE AND SUBORDINATION

The Trustees, as authorized to act by the Beneficiary, as shown by its execution hereof, do hereby release and discharge from the lien of the Deed of Trust (i) those portions of Parcel A4-2 dedicated for public street purposes, (ii) those portions of Parcel A2 and Parcel A3-1 conveyed to the City by boundary line adjustment, and (iii) all of Parcel A3-2 conveyed to the CDA, and do hereby subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat.

TO HAVE AND TO HOLD that portion of Parcel A4-2 dedicated for public street purposes, those portions of Parcel A2 and Parcel A3-1 conveyed to the City by boundary line adjustment, and all of Parcel A3-2 conveyed to the CDA, fully released and discharged from the liens and operations of the Deed of Trust.

It is expressly understood that the release of the portion of the Property described above from the lien of the Deed of Trust and the subordination of the lien of the Deed of Trust to the easements granted herein as more particularly bounded and described on the Plat shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released

hereby or subject to said easements, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to said subordination.

In consideration of the foregoing release and subordination, Park Center does hereby grant, convey, transfer and assign to the Trustee for the benefit of the Beneficiary, a lien on, and security interest in and to, all of Park Center's rights, privileges, easements, benefits, rights-of-way, appurtenances and other interests afforded to Park Center pursuant to the terms of this Deed and the other instruments described herein, as security for the prompt payment and performance of the indebtedness secured by the Deed of Trust; subject, however, in all respects to the provisions, covenants, warranties, terms and conditions of the Deed of Trust.

GENERAL PROVISIONS

The parties agree that the agreements, easements and covenants stated above are not covenants personal to the City, Park Center or the CDA, but are covenants running with the land, which are and shall be binding upon the City, Park Center and the CDA, their, successors, heirs and personal representatives, as owners of Parcel A1-1, Parcel A2-1, Parcel A3-2, Parcel A4-3 and Parcel A5-2.

At such time as any portion(s) of the land within the easements herein granted to the City is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the City by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the City all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its structures and facilities in said location(s).

The City, Park Center and the CDA covenant that they are seized of and have the right to convey the easements, rights and privileges set forth herein, that the City and Park Center, as grantees, shall have quiet and peaceable possession, use and enjoyment of the easements, rights and privileges, and that the City, Park Center and the CDA, as grantors, shall execute such further assurances thereof as may be required.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Manassas Park, Virginia, as shown by the signatures affixed to this Deed and the Plat, and is with the free consent and in accordance with the desire of the City, Park Center, and the CDA, owners and proprietors of Parcel A1-1, Parcel A2-1, Parcel A3-2, Parcel A4-3 and Parcel A5-2.

Nothing within this Deed shall be deemed to in any way (i) modify, alter, amend or otherwise change any other agreement between two or more of the parties hereto, (ii) prevent or restrict the City from exercising any of its powers as set forth in the Constitution of Virginia, the Code of Virginia, and/or the Charter of the City of Manassas Park, or (iii) prevent or restrict the CDA from exercising any of its powers as set forth in the Constitution of Virginia, the Code of Virginia, and/or the Ordinance Creating the Park Center Community Development Authority.

This document may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

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FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS:

PARK CENTER LLC,
a Virginia limited liability company

By: Clark Realty Capital, L.L.C.,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ as _____ of Clark Realty
Capital, L.L.C, Manager of Park Center LLC, on behalf of said entity.

Notary Public

My Commission Expires: _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ as _____ of Clark Realty
Capital, L.L.C, Manager of Park Center LLC, on behalf of said entity.

Notary Public

My Commission Expires: _____

TRUSTEE:

PRLAP, INC., a Virginia corporation, Trustee

By: _____
Name: _____
Title: _____

Deleted: TRUSTEES:

PATRICK W. NEAL,

Deleted:

CARMEN D. ZOLLMAN, TRUSTEE

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2011, by _____ as _____ of PRLAP,
Inc., a Virginia corporation, Trustee.

Notary Public

My Commission Expires: _____

Deleted: Patrick W. Neal, TRUSTEE:

Notary Public

My Commission Expires: _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____

The foregoing instrument was
acknowledged before me this _____ day

Deleted: _____, 2011, by Carmen D.
Zollman, TRUSTEE

BENEFICIARY:

BANK OF AMERICA, N.A., Beneficiary

Deleted: BENEFICIARY

By: _____

Name: _____

Title: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2011, by _____ as _____ of Bank of America,
N.A., Beneficiary.

Deleted: BENEFICIARY

Notary Public

My Commission Expires: _____

PARK CENTER COMMUNITY DEVELOPMENT
AUTHORITY, a body corporate and politic

By: _____
Francis C. Jones, Jr., Chairman

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to-wit;

Deleted:

The foregoing instrument was acknowledged before me this _____ day of _____,
2011, by Francis C. Jones, Jr., as Chairman of the Park Center Community Development
Authority.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM

Dean H. Crowhurst, CDA Attorney

THE CITY OF MANASSAS PARK, VIRGINIA,
a body corporate and politic

By: _____
Francis C. Jones, Jr., Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to-wit;

Deleted:

The foregoing instrument was acknowledged before me this _____ day of _____,
2011, by Francis C. Jones, Jr., as Mayor of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM

Dean H. Crowhurst, City Attorney