

This instrument prepared by: James M. Bowling, IV (VSB #14232)  
St. John, Bowling, Lawrence & Quagliana, LLP

*The attorneys who have prepared this instrument have not performed a title examination of the subject property and therefore make no opinion or warranty as to the quality of title*

T.M.P. #081E 2(101); #081E 2(102); #081E 2(103); #081E 2(104); #081E 2(201); #081E 2(202); #081 E 2(203); #081 E 2(204); #081 E 2(301); #081 E 2(302); #081 E 2(303); #081 E 2(304); #081E 3(101); #081E 3(102); #081E 3(103); #081E 3(104); #081E 3(201); #081 E 3(202); #081 E 3(203); #081 E 3(204); #081 E 3(301); #081 E 3(302); #081 E 3(303); #081 E 3(304); #081E 4(101); #081E 4(102); #081E 4(103); #081E 4(104); #081E 4(201); #081 E 4(202); #081 E 4(203); #081 E 4(204); #081 E 4(301); #081 E 4(302); #081 E 4(303); #081 E 4(304); #081E 5(101); #081E 5(102); #081E 5(103); #081E 5(104); #081E 5(201); #081 E 5(202); #081 E 5(203); #081 E 5(204); #081 E 5(301); #081 E 5(302); #081 E 5(303); #081 E 5(304); #081E 6(101); #081E 6(102); #081E 6(103); #081E 6(104); #081E 6(201); #081 E 6(202); #081 E 6(203); #081 E 6(204); #081 E 6(301); #081 E 6(302); #081 E 6(303); #081 E 6(304); #081 E 7; #081A8

**THIS THIRD AMENDMENT TO DEED OF EASEMENT** is made this \_\_\_\_\_  
day of \_\_\_\_\_, 2016, by and between **CAMPUS VIEW JMU CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.** (the "Association") (indexed as Grantor and  
Grantee) and **DAVIS MILL, LLC**, a Virginia limited liability company ("Davis Mill")  
(indexed as Grantee and Grantor).

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

WHEREAS, a deed of easement dated May 21, 2012, recorded in the Clerk's Office  
of the Circuit Court of Rockingham County, Virginia in Deed Book 4052, Page 466 (the  
"Deed of Easement") was entered into by the parties hereto and also by Campus View JMU,  
LLC, a Virginia limited liability company ("Campus View"), as declarant of Campus View  
JMU Condominium; and

WHEREAS, an Amendment to the Deed of Easement dated August 17, 2012, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 4097, Page 566 (the "First Amendment") was entered into by the parties hereto and also Campus View JMU, LLC, a Virginia limited liability company ("Campus View"), as declarant of Campus View JMU Condominium; and

WHEREAS, an Amendment to Deed of Easement dated July 31, 2014, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Second Amendment") was entered into by the parties hereto; and

WHEREAS, the parties desire to amend the Deed of Easement to provide for the inclusion under the terms of the Deed of Easement, as amended of property recently acquired by Davis Mill, LLC, described as follows:

That certain lot or parcel of land containing 88,202.4 sq. ft., more or less, together with improvements thereon, and all rights, privileges, appurtenances, easements, and rights of way there unto belonging or in any way appertaining, located at 2477 Reservoir Street and fronting on the eastern side thereof in the City of Harrisonburg, Virginia, originally containing 2.04 acres, more or less, and being more particularly shown and described according to a survey made by George K. Harnsberger, S.R.C., dated May 12, 1958, which is attached to, made a part of and recorded with a deed of record in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 268, Page 187, more particularly described by a metes and bounds description which is set out therein.

LESS AND EXCEPT from, however, that certain lot or parcel of land containing 660 sq. ft. more or less, conveyed by the Grantors herein to the City of Harrisonburg, a Virginia municipal corporation, by deed dated December 20, 2013 of record in the aforesaid Clerk's Office in Deed Book 4365, Page 264.

Being the same property in all respects conveyed to Davis Mill, LLC, by deed dated June 15, 2015 of Nelson Leon Falls and Carmel Quinn Falls, husband and wife, and HOC, Inc., a Virginia corporation, recorded in the aforesaid Clerk's Office in Deed Book 4584, Page 439, and designated as Tax Parcel 81 A 8. (the "New Property").

And the parties desire to subject the New Property to the terms and conditions of the Deed of Easement, as amended, as described above and allocate the costs of the New Property for the benefits of the Deed of Easement; and

WHEREAS, Davis Mill is in the process of constructing twenty-four (24) rental units on the New Property and will then merge this parcel into the other parcels described in the Deed of Easement, as amended by First Amendment and Second Amendment. Davis Mill is also going to construct a clubhouse on the New Property (the “New Property Clubhouse”). Part of the clubhouse will be a quiet study room. The remainder will be a multi-purpose room with televisions and couches where students can watch television and have small gatherings, etc., and a gym. A small part of the clubhouse will contain offices for Davis Mill for its rental project; and

WHEREAS, Davis Mill and the Association want to exchange cross-easements between Davis Mill and the Association’s respective properties to allow the owners and occupants of the fifty-nine (59) condominium units in the Association to use the New Property Clubhouse and its facilities on the New Property and for Davis Mill’s twenty-four (24) rental unit tenants on the New Property to use the swimming pool and gym on the Association property and have the benefit of the access easement across the Association property to and from the Davis Mill property, all as described in the Deed of Easement, as amended; and

WHEREAS, Davis Mill may purchase in the future the following-described properties upon which it intends to construct an additional twenty-four (24) more units to a maximum of forty-eight (48) units, which land, if purchased, and units, if constructed, shall

be subject to this Third Amendment to Deed of Easement and have all the benefits and obligations of the Deed of Easement, as amended:

- (A) All that certain lot or parcel of land containing 20,885 sq. ft., more or less, being more particularly described and shown on a plat dated July 30, 2012, revised January 16, 2013 by Ryan Dreelin, L.S., which plat is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, with deed at Deed Book 4195, Page 391, being the same property in all respects conveyed by deed dated February 6, 2013 from Cathy Lynn Thomas to the City of Harrisonburg, Virginia, recorded in the aforesaid Clerk's Office at Deed Book 4195, Page 391.
- (B) All that certain lot or parcel of land, containing 11,500 sq. ft., more or less, and being more particularly described as shown on a plat dated June 12, 2012, by Ryan J. Dreelin, L.S., which plat is attached to and made a part of a deed recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4195, Page 396, being the same property in all respects conveyed by deed dated February 6, 2013 to the City of Harrisonburg, Virginia, recorded in the aforesaid Clerk's Office in Deed Book 4195, Page 396.
- (C) All that certain lot or parcel of land, containing 27,867 sq. ft., more or less, as shown on a survey of Gary A. Judd, C.L.S., dated October 30, 1984, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia with deed at Deed Book 726, Page 583, being the same property in all respects conveyed by deed dated December 5, 1984, between Gary H. Shifflett, Jr. and Mary A. Shifflett and Harry H. Shifflett Jr. and Mary L. Shifflett, recorded in the aforesaid Clerk's Office at Page 786, Page 583.

The property described in Paragraphs (A), (B), and (C) above is collectively referred to as "Potential Additional Parcels."

WHEREAS, the Declarant Control Period of the Campus View JMU Condominium, whose Declaration is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 3368, Page 193 (the "Declaration"), terminated pursuant to the Declaration on October 11, 2012,

NOW THEREFORE, for and in consideration of the premises and Ten Dollars (\$10.00), cash in hand paid, the Deed of Easement, First Amendment to Deed of Easement, and Second Amendment to Deed of Easement are amended as follows:

1. Cost Allocation for New Property and Potential Additional Parcels. Nothing in this Amendment modifies or alters the amounts payable under the Easement, as amended, with respect to existing parcels owned by Davis Mill. With respect to the New Property and, if acquired by Davis Mill, the Potential Additional Parcels, up to twenty-four (24) units on the New Property and up to twenty-four (24) units on the Potential Additional Parcels (collectively, the “Additional Units”) shall be obligated to pay all Recreational, Drainage, Access, and Parking Assessments under the Easement, as amended, and their share of reserves as set forth in Section 2(d) of the Second Amendment to Easement, in each case on a per-unit proportional basis subject to adjustment as provided in Section 2(c) of the Second Amendment, except that the Additional Units shall not be obligated to pay the Recreational and Drainage Assessment as defined in Section 2(a)(i) of the Second Amendment to Easement so long as the New Property Clubhouse is constructed and available for use by the condominium unit owners as provided in this Third Amendment. If at any time that the New Property Clubhouse is not available to the condominium unit owners, the Additional Units shall be obligated to pay the Recreational and Drainage Assessment on the same basis as the existing Davis Mill units. This is intended to recognize the intent of Davis Mill and the Association that the access by both to the New Property Clubhouse and the existing Recreational Facilities are considered an even swap in terms of cost allocation. Davis Mill shall be solely responsible for all costs and expenses associated with the New Property Clubhouse.

2. Cross-easements. The Association and Davis Mill shall have cross easements for their respective owners, tenants and guests, to include property covered by the original agreement, the New Property, and the Potential Additional Parcels (only if and when acquired by Davis Mill, and not otherwise to be able to use all ingress and egress roads and internal access roads within the Campus View JMU Condominium as well as the Recreational Facilities for their intended purpose in accordance with the Condominium Declaration and other governing documents of the Condominium, as well as the right to park in any marked parking space, subject to the provisions governing handicap parking, whether such space is on Association property, Davis Mill property, or both. These cross-easements shall run with the land and be binding on the successors and assigns of Davis Mill and the Association for their respective properties as described in the Easement, the First Amendment, and the Second Amendment, and this Third Amendment

3. In all other respects the Deed of Easement as amended shall remain in full force and effect, and shall apply to the New Property and if acquired, the Potential Additional Parcels to the same extent as applicable to the property currently subject to the Deed of Easement as amended.

WITNESS the following signatures and seals:

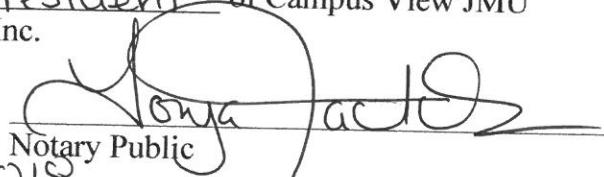
CAMPUS VIEW JMU CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.

By: Jerome M. Kriewe

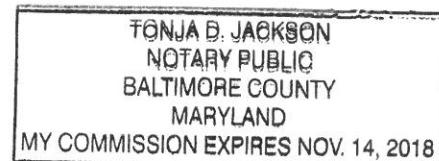
Its: President

State of Maryland  
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Aug.,  
2016 by Jerome Kriewe, President of Campus View JMU  
Condominium Unit Owners Association, Inc.

  
Tonja Jackson  
Notary Public

My commission expires: Nov 14, 2018  
I.D. No. N/A



DAVIS MILL, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Guy Blundon, Manager of Davis Mill, LLC.

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

My commission expires: \_\_\_\_\_  
I.D. No. \_\_\_\_\_