

THIS DEED OF SUBDIVISION, DEED OF CONVEYANCE and DEED OF EASEMENT, made this 24th day of August, 1984, by and between LAKEPOINTE DEVELOPMENT CORPORATION, a Virginia corporation, party of the first part; HILLSDALE COMMUNITY ASSOCIATION, a Virginia non-stock, not-for-profit corporation, party of the second part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and body politic, party of the third part; THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate, party of the fourth part; THOMAS J. BILLMAN and CLAYTON C. McCUISTION, Trustees, parties of the fifth part; and COMMUNITY SAVINGS & LOAN, INC., party of the sixth part.

WITNESSETH

WHEREAS, the party of the first part is the owner of the hereinafter described property by a certain Deed recorded in Deed Book 5872 at page 1755, of the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property into lots and parcels, in accordance with this Deed of Subdivision and the plat attached hereto and made a part hereof and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part, the easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Fairfax County Water Authority, party of the fourth part, the waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto Hillsdale Community Association, party of the second part, those certain tracts or parcels of land shown on the plat attached hereto as Parcel A, Section One (1), HILLSDALE; and

WHEREAS, the parties of the fifth part are Trustees on two certain Deeds of Trust encumbering the subject property, recorded in Deed Book 5883, at page 1518, among the land records of Fairfax County, Virginia, securing the repayment of certain indebtedness unto Community Savings & Loan, Inc., party of the sixth part; and

WHEREAS, it is the desire and intent of the party of the first part to subject the hereinafter described property to the Declaration of Covenants, Conditions, and Restrictions attached hereto as Exhibit B and incorporated herein by reference.

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, the party of the first part, with the consent and joinder of the parties of the fifth and sixth parts, does hereby subdivide all

those certain tracts of land located in the Annandale District, Fairfax County, Virginia, containing 4.22997 acres, to be known as Lots One (1) through Forty-Two (42), both inclusive, and Parcel A, Section One (1), HILLSDALE, in accordance with plat attached hereto as Exhibit A, dated February, 1984, and prepared by Dewberry and Davis, certified land surveyors, which is attached hereto and made a part of this Deed of Subdivision.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth and sixth parts, does hereby grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part (the County”), the easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated-herein, by reference, as follows: -

An easement for the purpose of ingress and egress for public utility, emergency and other county vehicles through and across the property of the Owners, as more particularly bounded and described on the plat attached hereto and made a part hereof.

An easement and right-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm waterlines or other drainage structures, plus necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through and across the said property of the party of the first part, said easement being more particularly bounded and described on the plat attached hereto and made a part hereof; and an easement and right-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future sanitary sewer lines and appurtenant structures for the collection and transmission of sanitary sewer through and across the said property, as more particularly bounded and described on the attached plat; subject to the following conditions:

1. All manholes, inlet structures, and appurtenant facilities which are installed in the easements and –rights-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said 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 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.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and 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 sewers; provided, however, that the County 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 fences and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use' of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth and sixth parts, grants and conveys unto the Fairfax County Water Authority, its successors and assigns, the easement(s) and right(s)-of-way shown on the attached plat as 'F.C.W.A. Easement' for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities, together with all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including, but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant easement facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain the property of the Authority, its successors and assigns.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00) , cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth and sixth parts, as sole owner and proprietor of the herein-described property, does hereby subject Lots 1 through 42, both inclusive, and Parcel A, Section One (1), Hillsdale, as described on the plat previously attached hereto and made a part hereof, to the Declaration of Covenants, Conditions and Restrictions which is attached to the Deed of Subdivision, Deed of Conveyance and Deed of Easement, for Hillsdale, Section One (1), which are attached hereto as Exhibit B and made a part hereof by reference, and as may be amended as authorized by the terms thereof and accepted by appropriate authorities of Fairfax County, Virginia.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth and sixth parts, does hereby grant, bargain, sell, and convey unto Hillsdale Community Association, a Virginia non-stack corporation, party of the second part, with General Warranty of Title, Parcel A, Section One (1), Hillsdale, as shown on the plat attached hereto and incorporated hereby by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights-of-way, and easements contained in the Deeds forming the chain of title to this property, and this conveyance is made subject to the terms of the said Declaration of Covenants, Conditions and

Restrictions, which is incorporated herein and made a part hereof by reference as aforesaid, which Declaration the party of the second part agrees to be specifically bound by, by acceptance of this conveyance.

The party of the first part covenants that it has the right to convey the herein described property to the party of the second part; that it has done no act to encumber

the same; that the party of the second part shall have quiet and peaceable possession

thereof; free from the claim of any persons whomsoever; and that the party of the first part

will execute such further assurances of title thereto as may be requisite and necessary;

and

For and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties of the fifth part, with the consent of the party of the sixth part, hereby reconvey, quitclaim and release the said Parcel A, Section One (1), Hillsdale from the lien, force and effect of the Deed of Trust recorded in Deed Book 5883 at page 1518, as amended in Deed Book 6054 at page 1353, and the Deed of Trust recorded in Deed Book 6052 at page 849, all among the land records of Fairfax County, Virginia; and

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties of the fifth part, with the consent of the party of the sixth part, hereby reconvey, quitclaim and release the easements (not as to the underlying fee) granted herein to the parties of the third and fourth part, from the lien, force and effect of the Deeds of Trust recorded in Deed Book 5883 at page 1518, among the aforesaid land records.

THIS DEED OF SUBDIVISION, DEED OF CONVEYANCE and DEED OF EASEMENT is made in accordance with the statutes made and provided in. such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to the plat attached hereto, and is in accordance with the free consent and desire of the party of the first part, and the parties of the fifth and sixth part, sole owners, trustees, noteholders and proprietors of the land embraced within the bounds of said subdivision.

IN WITNESS WHEREOF, Lakepointe Development Corporation has caused this Deed of Subdivision, Deed of Conveyance and Deed of Easement to be signed by its

Vice President, and witness the signatures and seals of the following trustees and noteholders.

LAKEPOINTE DEVELOPMENT CORPORATION

BY: _____(SEAL)

Leonard I. Abel, Vice-President

_____(SEAL)
Tom J. Billman, Trustee

_____(SEAL)
Clayton C. McCuistion, Trustee

DISTRICT OF COLUMBIA, to-wit;

I, the undersigned, a Notary Public in and for the District aforesaid, whose commission as such expires on the 30th day of September, 1984, do hereby certify that LEONARD I. ABEL, as Vice President of Lakepointe Development Corporation, whose name is signed to the foregoing document bearing date on the 24th day of August, 1984 has signed and acknowledged the same before me in my District aforesaid.

GIVEN under my hand and seal this 24th day of August, 1984.

Notary Public

STATE OF VIRGINIA;

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 17th day of May, 1988, do hereby certify that Tom J. Billman, Trustee, whose name is signed to the foregoing document bearing date on the 28th day of August, 1984, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 28th day of August, 1984.

Notary Public

STATE OF VIRGINIA;

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid,

whose commission as such expires on the 17th day of May, 1988, do hereby certify that CLAYTON C. McCUISTION, Trustee, whose name is signed to the foregoing document bearing date on the 28th day of August, 1984, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 28th day of August, 1984.

Notary Public

~. STATE OF VIRGINIA;

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 17th day of May, 1988, do hereby certify that CLAYTON C. McCRUITION, as Executive Vice President, whose name is signed to the foregoing document bearing date on the 28th day of August, 1984, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 28th day of August, 1984.

Notary Public