

DEED OF DEDICATION, SUBDIVISION, EASEMENT
AND CONVEYANCE

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT AND CONVEYANCE is made this 7th day of December, 1995, by and among VAN METRE AT PICKETT ROAD, LIMITED PARTNERSHIP, a Delaware limited partnership ("Owner") (Grantor); BRUCE L. CHRISTMAN and CHRIS E. BEISEL, Trustees, either of whom may act ("Trustees") (Grantor); CENTRAL FIDELITY NATIONAL BANK, Beneficiary ("Beneficiary") (Grantor); THE CITY OF FAIRFAX, VIRGINIA, a municipal corporation ("City") (Grantee); and BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association") (Grantee).

W I T N E S S E T H :

WHEREAS, the Owner is the owner of record of certain real property situate in the City of Fairfax, Virginia (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. 14073-21), dated November 14, 1995, entitled "Record Plat BARRISTER'S KEEPE," and prepared by The BC Consultants of Reston, Virginia (the "Plat"), having acquired the Property by deed recorded among the land records of Fairfax County, Virginia ("Land Records"), in Deed Book 9569, at Page 1289; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated December 4, 1995, and recorded among the Land Records in Deed Book 9569, at Page 1292 ("Deed of Trust"), wherein the Property was conveyed to the Trustees, in

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JSF
HAZEL & THOMAS, P.C.
3110 Fairview Park Drive
P.O. Box 12001
Falls Church, Virginia 22042

trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein; and

WHEREAS, it is the desire and intent of the Owner to subdivide the Property into lots and a parcel, and to dedicate, grant, and convey a portion of the Property for public street purposes, all in accordance with this Deed of Dedication, Subdivision, Easement and Conveyance and the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the City and unto the Association, respectively, certain easements in the locations as shown on the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Association a portion of the Property in accordance with this Deed of Dedication, Subdivision, Easement and Conveyance and the Plat.

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 Owner, together with the Trustees, as authorized to act by Beneficiary, as shown by its execution hereof, does hereby subdivide the Property, containing approximately 5.1073 acres, into lots and a parcel to be known as Lots One (1) through Forty (40), inclusively, and Parcel A, BARRISTER'S KEEPE, in accordance with the Plat.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby dedicate for public street purposes and convey to the City, in fee simple, the 0.04410 acres of the Property labeled on the Plat as "Hereby Dedicated For Public Street Purposes." This dedication is made in accordance with the statutes made and provided therefor.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the City, its successors and assigns, an Ingress-Egress Easement for the purpose of ingress and egress by City emergency, maintenance and police vehicles, and for the purpose of the construction and maintenance of utilities over and across Parcel A, subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easement and right-of-way shall be and remain the property of the Owner, its successors and assigns, who shall properly maintain the Property and said 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,

without limitation, the right but not the obligation to perform, if the Owner fails to do so, such repairs and maintenance as the City may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the City by the Owner, its successors and assigns, upon demand.

3. The City shall have the right to trim, cut, move and remove trees, shrubbery, undergrowth, landscaping features, fences, buildings, structures or other obstructions in or immediately adjacent to the easements being conveyed, which it deems to interfere its rights hereunder; provided, however, that the City, at its own expense shall restore the premises as nearly as practicable 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, fences, buildings or other obstructions within the easement area.

4. The Owner shall not make any use of the easements which is inconsistent with the rights herein granted or which interferes with the proper function or the use of the easements by the City for the purposes named.

5. Owner covenants that it is seized of and has the right to convey these easements, rights and privileges, that the City shall have quiet peaceable possession, use and enjoyment of the easements, rights and privileges, and that

the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Association, its successors and assigns, private storm drainage easements for the purposes of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the Property, in the locations more particularly bounded and described on the Plat, subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements shall be and remain the property of the Association, its successors and assigns.
2. The Association and its agents or assigns shall have full and free use of the easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements, including, without limitation, the right of access to and from the easements and the right to use adjoining land of the Owner to the extent necessary to facilitate construction, inspection, repair or maintenance in the easements; 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 Association to erect any building, structure or facility of a permanent nature on such adjoining land.

3. The Association shall have the right to trim, cut, move and remove trees, shrubbery, undergrowth, landscaping features, fences, buildings, structures or other obstructions in or immediately adjacent to the easements being conveyed, which it deems to interfere with the proper and efficient construction, operation, repair, inspection and maintenance of the drainage facilities; provided, however, that the Association, at its own expense, shall restore the premises as nearly as practicable 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, fences, buildings or other obstructions within the easement area.

4. The Owner reserves the right to make any use of the easements which is not inconsistent with the rights herein granted, or which does not interfere with the proper function or the use of the easements by the Association for the purposes named; provided, however, that no use shall be made of the easements which shall interfere with the natural drainage.

5. Owner covenants that it is seized of and has the right to convey these easements, rights and privileges, that

the Association shall have quiet peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the City, its successors and assigns, perpetual easements and rights-of-way for the purposes of constructing, installing, operating, maintaining, adding or altering and replacing one or more sanitary sewer utility lines, plus necessary manholes and appurtenances, for the collection and transmission of sewage through the Property, in the locations more particularly shown on the Plat, subject to the following conditions:

1. All sanitary sewer lines, manholes and appurtenant facilities which are installed in the easements shall be and remain the property of the City. Such sanitary sewer lines, manholes and appurtenant facilities shall remain on the Property without charge to the City.

2. The City, its successors and assigns, employees and agents shall have full and free use of the easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements, including, without limitation, the right of access to and from the easements and the right to use adjoining land of the Owner

to the extent necessary to facilitate construction, inspection, repair or maintenance in the easements. The rights granted herein include, without limitation, the rights to inspect and relocate sanitary sewer lines, manholes and appurtenant facilities, to make changes therein and to install additional sanitary sewer lines, manholes or appurtenant facilities in the future.

3. The City shall have the right to trim, cut, move and remove trees, shrubbery, undergrowth, landscaping features, structures, buildings, fences, or other obstructions in or immediately adjacent to the easements being conveyed, which the City deems interfere with the proper and efficient construction, operation, repair, inspection and maintenance of the sanitary sewer lines, manholes and appurtenant facilities; provided, however, that the City, at its own expense, shall restore the premises as nearly as practicable to their original condition, such restoration to include the backfilling of trenches and the reseeding or resodding of lawns or pasture areas, but not the replacement of trees, shrubbery, fences, structures, buildings or other obstructions within the easement area.

4. The Owner shall not, without the prior written permission of the City, construct or maintain any roadway, building or structure, including, without limitation, a fence, in or over the easements and will not make any use of the easements which is inconsistent with the rights herein granted

or which interferes with the proper function or the use of the easements by the City for the purposes named.

5. The Owner covenants that it is seized of and has the right to convey these easements, rights and privileges, that the City shall have quiet and peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the City, its successors and assigns, perpetual easements for the purposes of constructing, operating and maintaining water utility lines, plus necessary valves and appurtenant facilities for the collection, distribution and transmission of water over, across and through the Property, in the locations more particularly shown on the Plat, subject to the following conditions:

1. All water utility lines, valves and appurtenant facilities which are installed in the easements shall be and remain property of the City. Such water utility lines, valves and appurtenant facilities shall remain on the Property without charge to the City.

2. The City, its successors and assigns, employees and agents shall have free and full use of the easements for the purposes named and shall have all rights and privileges

reasonably necessary to the exercise of the easements, including, without limitation, the right of access to and from the easements and the right to use adjoining land of the Owner to the extent necessary to facilitate construction, inspection, repair or maintenance in the easements. The rights granted herein include, without limitation, the rights to inspect and relocate water utility lines, valves and appurtenant facilities, to make changes therein and to install additional water utility lines, valves or appurtenant facilities in the future.

3. The City shall have the right to trim, cut, move and remove trees, shrubbery, undergrowth, landscaping features, structures, buildings, fences, or other obstructions in or immediately adjacent to the easements being conveyed, which the City deems interfere with the proper and efficient construction, operation, repair, inspection and maintenance of the water utility lines, valves or appurtenant facilities; provided, however, that the City, at its own expense, shall restore the premises as nearly as practicable to their original condition, such restoration to include backfilling of trenches and the reseeding or resodding of lawns or pasture areas, but not the replacement of trees, shrubbery, fences, structures, buildings or other obstructions within the easement area.

4. The Owner shall not, without the prior written consent of the City, construct or maintain any roadway,

building or structure, including, without limitation, a fence in or over the easements and will not make any use of the easements which is inconsistent with the rights herein granted or which interferes with the proper function or the use of the easements by the City for the purposes named.

5. Owner covenants that it is seized of and has the right to convey these easements, rights and privileges, that the City shall have quiet peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Association, its successors and assigns, a private utility easement for the purposes of the construction, installation, operation and maintenance of utilities over and across the Property, in the location more particularly bounded and described on the Plat, subject to the following conditions:

1. The Association shall have the right to install and maintain water lines and other utilities within the easement, together with the other facilities appurtenant thereto, all of which shall remain the property of the Association, its successors and assigns.

2. Association 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 thereof, including, without limitation, the right of access to and from the easements and the right to use adjoining land to the extent necessary to facilitate construction, inspection, repair or maintenance in the easement; 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 Association to erect any building or structure of a permanent nature on such adjoining land.

3. The Association shall have the right to trim, cut, move and remove trees, shrubbery, undergrowth, landscaping features, fences, buildings, structures, or other obstructions in or immediately adjacent to the easement being conveyed, which it deems to interfere with the proper and efficient construction, operation, repair, inspection and maintenance of the easement; provided, however, that the Association, at its own expense, shall restore the premises as nearly as practicable to their original condition, such restoration to include the backfilling of trenches and the reseeding or resodding of lawns or pasture areas but not the replacement of structures, trees, fences, buildings, shrubbery or other obstructions within the easement area.

4. The Owner shall not, without the prior written consent of the Association, construct or maintain any roadway, building or structure, including, without limitation, a fence in or over the easements and will not make any use of the easements which is inconsistent with the rights herein granted or which interferes with the proper function or the use of the easements by the Association for the purposes named.

5. Owner covenants that it is seized of and has the right to convey this easement, rights and privileges, that the Association shall have quiet peaceable possession, use and enjoyment of the easement, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the City, its successors and assigns, a perpetual easement and right-of-way for the purpose of constructing, operating and maintaining a bus shelter on the Property in the location more particularly bounded and described on the Plat.

1. The City, its successors and assigns, employees and agents shall have full and free use of the easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements, including, without limitation, the right of access to and from

the easements and the right to use adjoining land of the Owner to the extent necessary to facilitate construction, inspection, repair or maintenance in the easements.

2. Owner covenants that it is seized of and has the right to convey this easement, rights and privileges, that the City shall have quiet peaceable possession, use and enjoyment of the easement, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Trustees, as authorized to act by Beneficiary, as shown by its execution hereof, do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public street purposes and Parcel A, BARRISTER'S KEEPE, 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 the Property dedicated for public street purposes and Parcel A unto the Owner, its successors and assigns, fully released and discharged from the liens and operations of the Deed of Trust.

It is expressly understood that the release of the portions 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 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.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Association, with Special Warranty of Title, all of Parcel A, BARRISTER'S KEEPE, subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including, without limitation, the easements granted herein.

This Deed of Dedication, Subdivision, Easement and Conveyance is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the City of Fairfax, 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 Owner, owner and proprietor of the land within the bounds of the subdivision and the Trustees.

The Owner and the City agree that the agreements and covenants stated in this Deed of Dedication, Subdivision, Easement and Conveyance are not covenants personal to the Owner but are covenants running with the land, which are and

shall be binding upon the Owner, its heirs, personal representatives, successors and assigns, as owner of Parcel A.

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

VAN METRE AT PICKETT ROAD,
LIMITED PARTNERSHIP,
a Virginia limited partnership

tsm

Delaware

By: Sully Estates, Inc.,
a Virginia corporation,
General Partner

By: *[Signature]*
Name: A. MIHAEL KIEDZIK
Title: EXECUTIVE VICE PRESIDENT

[Signature]
BRUCE L. CHRISTMAN, TRUSTEE

[Signature]
CHRIS E. BEISEL, TRUSTEE

CENTRAL FIDELITY NATIONAL BANK,
BENEFICIARY

By: *[Signature]*
Name: JAMES E. SPEDEN, JR.
Title: VICE PRESIDENT

BARRISTER'S KEEPE HOMEOWNERS
ASSOCIATION, INC., a Virginia
non-stock corporation

By: *[Signature]*
Name: S. MIHAEL KIEDZIK
Title: PRESIDENT

LAW OFFICES
Hazel & Thomas
A PROFESSIONAL CORPORATION

Accepted on behalf of the City of Fairfax, Virginia.

Robert J. Brown
City Manager

Attest:

Jacqueline Henderson
City Clerk

Approved as to form:

William S. [Signature]
City Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 7th day of DECEMBER, 1995, by S. Michael Kiedzik, as EXECUTIVE VICE PRES. of Sully Estates, Inc., general partner of VAN METRE AT PICKETT ROAD, LIMITED PARTNERSHIP, as an authorized officer on behalf of the partnership.

Sean P. O'Hara
Notary Public

My Commission Expires: 4-30-96

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this
11th day of December, 1995, by BRUCE L. CHRISTMAN,
TRUSTEE.

Pamela C. Rosenthal
Notary Public

My Commission Expires: 03/31/97

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this
8th day of December, 1995, by CHRIS E. BEISEL, TRUSTEE.

Anna L. Douglas
Notary Public

My Commission Expires: 06/30/98

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this
8th day of December, 1995, by James E. Spedden, Jr.,
as Vice President of CENTRAL FIDELITY NATIONAL BANK,
BENEFICIARY.

Anna L. Douglas
Notary Public

My Commission Expires: 06/30/98

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this
7th day of December, 1995, by S. Michael Riedzik,
as President of BARRISTER'S KEEPE HOMEOWNERS
ASSOCIATION, INC., on behalf of the Association.

Denise H. Eshen

Notary Public

My Commission Expires: 4-30-96

COMMONWEALTH OF VIRGINIA
CITY OF FAIRFAX

The foregoing instrument was acknowledged before me this
13th day of December, 1995, by Robert L. Sisson,
as City Manager, on behalf of the City of Fairfax, Virginia.

Jackie M. Henderson

Notary Public

My Commission Expires: July 31, 1997

LAW OFFICES

Hazel & Thomas
PROFESSIONAL CORPORATION

CONSENT OF MORTGAGEE TO
DECLARATION
FOR BARRISTER'S KEEPE

THIS CONSENT OF MORTGAGEE is made as of December 8,
1995 by CENTRAL FIDELITY NATIONAL BANK ("Mortgagee"), a national
banking association, and BRUCE L. CHRISTMAN and CHRIS E. BEISEL,
Trustees ("Trustees")

WITNESSETH THAT

The undersigned ("Mortgagee") as beneficiary under a certain
Deed of Trust dated December 4, 1995, and recorded on in Deed
Book 9569 at Page 1292 among the land records of Fairfax County,
Virginia ("Land Records") as the foregoing may be amended or
supplemented from time to time, (collectively, "Mortgage") hereby
consents to: 1) the execution and recordation of the foregoing
Declaration For Barrister's Keepe ("Declaration") and 2) the
submission of the real estate described in Exhibit A thereto to
the Declaration, dated December 7, 1995 ("Declaration") and
recorded on _____, 19____ in Deed Book _____ at Page _____
among the Land Records, and for such purposes hereby directs the
trustees under the Mortgage to join in the execution and delivery
hereof.

IN WITNESS WHEREOF, the undersigned CENTRAL FIDELITY
NATIONAL BANK, a national banking association, has caused
this Consent of Mortgagee to be executed pursuant to due and
proper authority as of the date first set forth above.

MORTGAGEE:

CENTRAL FIDELITY NATIONAL BANK
By: [Signature]
Name: JAMES E. SPEDDEN, JR.
Title: VICE PRESIDENT

State of Virginia)
County/City of Fairfax) ss:

I, the undersigned, a Notary Public in and for the juris-
diction aforesaid, do hereby certify that JAMES E. SPEDDEN, JR.,
VICE PRESIDENT of CENTRAL FIDELITY NATIONAL BANK, whose
name is signed to the foregoing Consent of Mortgagee, has
acknowledged the same before me in the aforesaid jurisdiction as
an authorized officer of the bank.

GIVEN under my hand and seal on DECEMBER 8, 1995.

[Signature] [SEAL]
Notary Public

My commission expires: 01/30/98

3110 Fairview Park Drive
P.O. Box 12001
Falls Church, Virginia 22042

TSB

The undersigned Trustees, either of whom may act, join in at the request of the Mortgagee as evidenced above, without liability or obligation, for the sole purpose of consenting to the terms of the Declaration.

Bruce L. Christman, Trustee
BRUCE L. CHRISTMAN, TRUSTEE

Chris E. Beisel
CHRIS E. BEISEL, TRUSTEE

Commonwealth of Virginia)
County/City of Fairfax) ss:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 11th day of December, 1995, by BRUCE L. CHRISTMAN, TRUSTEE.

Patricia C. Rosenthal [SEAL]
Notary Public

My commission expires: 03/31/97

State of Virginia)
County/City of Fairfax) ss:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 8th day of December, 1995, by CHRIS E. BEISEL, TRUSTEE.

Anna S. Vaughan [SEAL]
Notary Public

My commission expires: 06/30/98