VB Cover Sheet Version 1.0

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### Fairfax County Land Records Cover Sheet -THOMPSON RD

Instrument(s)

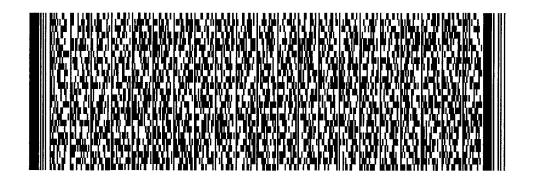
**DEDICATION** 

Grantor(s)

WINCHESTER HOMES INC \_F\_N; MEYER, PATRICIA A \_I\_N; MEYER, SCOTT K \_I\_N

WINCHESTER HOMES INC \_F\_N; MEYER, PATRICIA A \_I\_N; MEYER, SCOTT K \_I\_N; ...

Consideration			Consideration %	100	
Tax Exemption	None	· · · · · · · · · · · · · · · · · · ·	Amount Not Taxed		
DEM Number	9820-RP-01-M-0	)1	Tax Map Number		
Original Book			Original Page		
Title Company	WALKER TITL	E & ESCROW C	OMPANY, INC.	Title Case	W0204694
Property Descr.					
Certified	NO	Copies	0	Page Range	



THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT, VACATION, QUITCLAIM, SUPPLEMENTARY DECLARATION AND CONVEYANCE is made this 4 day of  $\leq 2772MBL$ , 2004, by and between WINCHESTER HOMES INC., a Delaware corporation ("Winchester") (Grantor and Grantee); SCOTT K. MEYER and PATRICIA A. MEYER, husband and wife (collectively, "Meyer") (Grantors and Grantees) (Winchester and Meyer sometimes hereinafter collectively referred to as the "Owner"); THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County") (Grantor and Grantee); FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic ("Authority") (Grantee); and OAK HILL RESERVE HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation ("Association") (Grantee).

#### WITNESSETH:

WHEREAS, Winchester is the owner of a portion of certain real property situate in Fairfax County, Virginia, with tax map numbers 35-3-((2)), Parcels B, C1, E1, F1, G & M2 (the "Winchester Property"), as shown on the plat attached hereto and incorporated herein by this reference, dated May 12, 2004, entitled "Final Subdivision Plat THOMPSON ROAD PROPERTY," and prepared by BC Consultants of Fairfax, Virginia (the "Plat"), having acquired the Winchester Property by deeds recorded in Deed Book 14874, at pages 31 and 35, Deed Book 14882, at page 2067, Deed Book 16054, at page 1091, Deed Book 16054, at page 1107, and Deed Book 16253, at page 1219, all among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, Meyer is the owner of a portion of certain real property situate in Fairfax County, Virginia, with tax map number 35-3-((2)), Parcel D2 (the "Meyer Property"), as shown on the Plat, having acquired the Meyer Property by deed recorded in Deed Book 7549, at page 1874, among the Land Records; and

WHEREAS, the Winchester Property and the Meyer Property are sometimes hereinafter collectively referred to as the "Property"; and

WHEREAS, the Winchester Property is not subject to the lien of any deed of trust and the Meyer Property is subject to the heart of trust which will be paid and released of

record contemporaneously with recordation of this Deed of Dedication, Subdivision, Easement, Vacation, Quitclaim, Supplementary Declaration and Conveyance and the Plat; and

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

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County and unto the Authority the easements in the locations as shown on the Plat; and

WHEREAS, it is the desire and intent of the Owner to create and establish easements for ingress and egress over and across the Property in the locations as shown on the Plat; and

WHEREAS, it is the desire and intent of the Owner and the County to vacate a portion of the temporary turnaround easement shown on the Plat and labeled thereon as "Portion of Ex. Temp. Turn Around Esm't. DB 14277 PG. 2003 (Hereby Vacated)" (the "Existing Temporary Turnaround Easement"), being a portion of the temporary turnaround easement acquired by the County by deed recorded in Deed Book 14277, at page 2003, among the Land Records; and

WHEREAS, it is the desire and intent of the Owner to vacate the ingress-egress and utility easement shown on the Plat and labeled thereon as "Ex. 50' Ingress/Egress and Utility Esm't. DB 4356 PG. 64 and DB 3542 PG. 195 (Hereby Vacated)" (the "Existing Ingress-Egress Easement"), being the ingress-egress and utility easement acquired by the Owner by deeds recorded in Deed Book 4356, at page 64, and Deed Book 3542, at page 195, among the Land Records; and

WHEREAS, it is the desire and intent of the Owner to quitclaim a portion of the Property shown on the Plat and labeled thereon as "15' Prescriptive ROW (Hereby Quitclaimed)" (the "Prescriptive ROW"); and

WHEREAS, Winchester, as Declarant under the Declaration for Oak Hill Reserve, recorded among the Land Records in Deed Book 12635, at page 1932, as amended from time to time (the "Declaration"), desires to submit a portion of the Property as hereinafter described to

the terms and conditions of the Declaration, in accordance with the provisions for submission of additional property as set forth in the Declaration; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Association portions of the Property in the locations as shown on the Plat.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby subdivide the Property, containing 37.25528 acres, into lots and parcels, to be known as Lots One (1) through Thirty-one (31), inclusive, and Parcels A, B, C and D, THOMPSON ROAD PROPERTY, 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 and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate to public street purposes and convey to the County, in fee simple, those 0.95656 and 2.24280-acre portions totaling 3.19936 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 therefore.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Ingress-Egress Easements for the purpose of ingress and egress by County emergency, maintenance and police vehicles over and across Parcels A, B, C and D and the ingress-egress easements in the locations as shown on the Plat, subject to the following terms and conditions:

- 1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easements and rights-of-way shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the Property and said facilities.
- 2. The County 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 the Owner fails to do so, such repairs and maintenance as the County

may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. The Owner and the County agree that the agreements and covenants stated in paragraphs 1 and 2 above 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 the Property.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Storm Drainage Easement for the purpose 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 over and across all of Parcel B, in the location as 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 easement and right-of-way shall be and remain the property of the County, its successors and assigns.
- 2. The County and its agents or assigns 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 the Owner 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, structure or facility of a permanent nature on such adjoining land.
- 3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of said drainage facilities; 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 shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named; provided, however, that no use shall be made of the easement which shall interfere with the natural drainage.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Sewer and Sanitary Sewer Easements for the purpose of constructing, operating, maintaining, adding or altering present or future storm and sanitary sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of storm and sanitary sewage and its transmission through and across the Property, in the locations as more particularly bounded and described on the Plat, 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 County, its successors and assigns.
- 2. The County 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 the Owner 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, structure or facility of a permanent nature on such adjoining land.
- 3. The County 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 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 shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

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

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Maintenance Access Easements for the purpose of ingress and egress by County maintenance, emergency and police vehicles through and across the Property, said Property and easements being more particularly bounded and described on the Plat as "20' SWM Access Esm't." The easements 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 County, its successors and assigns.
- 2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements and rights-of-way, including the right of reasonable access to and from the rights-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 surveying, construction, reconstruction 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 or other obstructions or facilities in or near the easements being conveyed, deemed by

it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the easement areas; 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 shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right 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 the easements by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence running parallel to the easements, on the easements, without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Floodplain and Storm Drainage Easements for the purpose of reserving a natural flood plain and drainageway, and/or constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm water drainage and its transmission through and across the Property, in the locations as more particularly bounded and described on the Plat, subject to the following terms and conditions:

- 1. All storm drainage 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 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 the Owner 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, structure or facility of a permanent nature on such adjoining land.

- 3. The County 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 drainage facilities and/or flood plain; 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 shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
- 4. No use or improvements shall be made in the easements without specific written authorization from the County, and no use shall be made of the easements which would interfere in any way with the natural drainage.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey to the County, its successors and assigns, Sight Distance Easements through and across the Property, in the locations as more particularly bounded and described on the Plat, subject to the following terms and conditions:

- 1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easements more than two feet in height.
- 2. The Owner, its successors and assigns, agree to cut and trim all plants in order to maintain the height limit. The County shall have the right, but not the obligation, to enter the Property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.
- 3. The Owner reserves the right to make any use of the Property that will not be inconsistent with the easements.

4. The Owner agrees that the agreements and covenants stated in paragraphs 1, 2 and 3 above 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 the Property.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Restrictive Planting Easements for the purposes of promoting the stability of the dam and/or regulating plant growth within the easement areas of the dam as further described on the Plat attached hereto and made a part hereof. The easements are subject to the following terms and conditions:

- 1. The Owner, its successors and assigns, shall not place any structure, bulb, plant, tree or other object within the easements, except for grasses, without the written permission of the County.
- 2. The Owner, its successors and assigns, agrees to maintain the easement areas by mowing, cutting and/or trimming all permitted plantings. The County shall have the right, but not the obligation, to enter the property in order to perform such maintenance if, in the County's sole judgment, the Owner fails to perform such maintenance. The costs of such maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.
- 3. The Owner reserves the right to make any use of the easement areas that will not be inconsistent with the terms and conditions of these easements.
- 4. These easements do not constitute a covenant personal but is a covenant running with the land which is and shall be binding on the Owner, its heirs, personal representatives, successors and assigns.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purpose of constructing, operating, 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 the Property, in the locations as more particularly bounded and described on the Plat, 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 Authority, its successors and assigns.
- 2. The Authority 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 rights-of-way and the right to use abutting land adjoining the easements when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.
- 3. The Authority shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements hereby conveyed reasonably deemed by it to interfere with the proper and efficient construction, operation, and maintenance of the water mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as possible, to their original condition, all land or premises included within or abutting the easements which are disturbed in any manner by the construction, operation, and maintenance of the water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.
- 4. The Owner reserves the right to construct and maintain roadways over the easements and to make any use of the land encumbered by easements herein granted which is consistent with the rights herein conveyed and does not interfere with the use of the easements

by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, except a fence, or change existing ground elevation or impound any water on the easements without obtaining the prior written approval of the Authority.

- 5. At such time as any portion of the land within the easements herein granted 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 Authority 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 Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.
- 6. The Owner covenants that they are seized of and have the right to convey said easements, rights and privileges; that the Authority 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 and sufficiency of which are hereby acknowledged, the Owner does hereby create and establish easements for ingress and egress over and across the Property in the locations as shown on the Plat as "20' Ingress/Egress Esm't. (See Note #5)" for the construction and maintenance of "Common Driveways" and for the use and benefit of the Owners and their successors and assigns of the Lots served by such Common Driveway (as to each Common Driveway, the "Affected Lots"). The foregoing easements for Common Driveways shall be subject to the following conditions:

- (a) <u>Use</u>. Common Driveways shall be used exclusively for the purpose of ingress and egress to the Affected Lots and for the construction and maintenance of utilities for the Lots subject to the Easements.
- (b) <u>Restrictions</u>. No act shall be performed by any Owner, member of such Owner's household or their tenants, guests or agents which would in any manner affect or jeopardize the

free and continuous use and enjoyment of any other Owner of an Affected Lot in and to the Common Driveway.

- (c) <u>Parking</u>. There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, without the consent of the Owners of the Affected Lots, subject to such Common Driveway.
- (d) <u>Maintenance</u>. The Owners of the Affected Lots served by each Common Driveway shall be responsible for the Upkeep (as defined in the Declaration) of the Common Driveway serving such Owner's Lot. Notwithstanding the foregoing, if such Upkeep is necessitated by the act or omission of an Owner or member of such Owner's household or company, or any of such Owner's guests, customers, employees, tenants, agents or invitees (whether or not such act or omission is negligent or otherwise culpable), such Owner shall provide for the Upkeep of the Common Driveway so necessitated without cost to the other Owners of Affected Lots served by that Common Driveway.
- (e) Right of Contribution. Rights and duties of contribution set forth herein and any such rights and duties arising under the laws of the jurisdiction in which the Property is located shall run with the land and bind successors in interest. This paragraph shall not prejudice any right of a successor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any rights of contribution set forth herein shall constitute a lien in favor of any Owner entitled to contribution against any Owner obligated to pay such contribution. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. The lien created by this section shall be prior to all liens and encumbrances except Mortgages, real estate taxes and other charges levied by governmental authority made superior by law and the Association's lien established pursuant to Section 12.2 of the Declaration.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby

acknowledged, the Owner does hereby create and establish private sanitary sewer lateral easements for the purpose of the maintenance of the sanitary sewer lines over and across (i) Lot 2, for the benefit of the owner, its heirs, successors and assigns, of Lot 1, (ii) Lot 13, for the benefit of the owner, its heirs, successors and assigns, of Lot 14, (iii) Lot 19, for the benefit of the owner, its heirs, successors and assigns, of Lot 13, (iv) Lot 20, for the benefit of the owner, its heirs, successors and assigns, of Lot 21, and (v) Lot 30, for the benefit of the owner, its heirs, successors and assigns, of Lot 31, in the locations as more particularly bounded and described on the Plat.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County do hereby vacate, release, and extinguish all of their right, title and interest in and to that portion of the Existing Temporary Turnaround Easement as shown on the Plat as "Hereby Vacated".

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby vacate, release, and extinguish all of its right, title and interest in and to the Existing Ingress-Egress Easement as shown on the Plat as "Hereby Vacated".

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby quitclaim, release, and extinguish all of its right, title and interest in and to the Prescriptive ROW as shown on the Plat as "Hereby Quitclaimed".

THIS DEED FURTHER WITNESSETH that the Owner, as the Declarant under the Declaration, does hereby subject Lots One (1) through Thirty-one (31), inclusive, and Parcels A, B, C and D, THOMPSON ROAD PROPERTY, to the terms and conditions of the Declaration.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby

acknowledged, the Owner does hereby grant and convey unto the Association with Special Warranty of Title, all of Parcels A, B, C and D, THOMPSON ROAD PROPERTY, subject to the restriction running with the land, that Parcels A, B, C and D shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County department, except for routine maintenance as provided in Section 2 702.5 of the Fairfax County Zoning Ordinance and further subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

This Deed of Dedication, Subdivision, Easement, Vacation, Quitclaim, Supplementary Declaration and Conveyance 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 this Deed and the Plat, and is with the free consent and in accordance with the desire of the Owner, owners and proprietors of the land within the bounds of the subdivision.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

### FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

WINCHESTER HOMES INC.

By: 16/1. Charles
Name: Mare J. Charles
Title: U.O. Cano Development

STATE OF MARYLAND COUNTY OF montgomery

The foregoing instrument was acknowledged before me this LYTH day of September 2004, by Marc T. Chadwick, as V.P. Land Development of WINCHESTER HOMES INC., on behalf of the corporation.

Notary Public

My Commission Expires:

4-1-2008

COMMONWEALTH OF VIRGINIA COUNTY OF Plant was acknowledged before me this day of System day of System day of Notary Public
My Commission Expires:
5-31-08
COMMONWEALTH OF VIRGINIA COUNTY OF Tairfay
The foregoing instrument was acknowledged before me this 13 day of 2004, by PATRICIA A. MEYER.
Notary Public
My Commission Expires:
<b>,</b>

# OAK HILL RESERVE HOMEOWNERS ASSOCIATION

By: Susan B. Kay
Name: Susan B. Kay
Title: President

STATE OF MARYLAND COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this Wholay of Solember 2004, by Solember as President of OAK HILL RESERVE HOMEOWNERS ASSOCIATION, on behalf of the Association.

Notary Public

My Commission Expires:

4-1-2008

Executed and accepted on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

APPROVED AS TO FORM:	
Panel K. Felfo County Attorney	Assistant Director, Land Development Services
COMMONWEALTH OF VIRGINIA COUNTY OF FAIRFAX	) to wit
The foregoing instrument was ack 2004, by <u>Michalle &amp; Licher</u> , As behalf of the Board of Supervisors of Fai	knowledged before me this 6th day of 0 tober ssistant Director, Land Development Services, on rfax County, Virginia.
	Notary Public
My Commission Expires:	
17/3/06	

### V:\project\97060\CADFILES\Survey\7060RSP01.DWG, 5/17/2004 8:07:27 AM

### NOTES

- THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON ASSESSMENT MAP NO. 35-4-((25))-PARCEL E AND MAP NO. 35-3-((2))-PARCELS B, C1, D2, E1, F1, G & M2 AND ARE ZONED R-1.
- THIS PLAT IS A RESUBDIVISION OF PARCEL B OF OAK HILL RESERVE SECTION TWO AS RECORDED IN DEED BOOK 14277 AT PAGE 2003 AND TRACTS B, C-1, E-1, F-1 AND G OF THE DIVISION OF THE DAWI DEVELOPMENT CORPORATION PROPERTY. AS SHOWN ON AN UNRECORDED PLAT DATED DECEMBER 26, 1963, PREPARED BY FRED T. WILBURN, JR. C.L.S. AND TRACTS D-1-A AND M-1-A OF A LOT LINE REVISION OF TRACTS D-1, L-3 AND M-1 OF THE DIVISION OF THE DAW DEVELOPMENT CORPORATION PROPERTY, AS RECORDED IN DEED BOOK 4356 AT PAGE 64.
- THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO THE FAIRFAX COUNTY GEOGRAPHIC INFORMATION SYSTEM MONUMENT ASH AZ RESET WITH A COMBINED GRID & ELEV. FACTOR OF 0.999942603.
- PARCELS "A" "B" "C" & "D" ARE HEREBY CONVEYED TO A HOMEOWNERS ASSOCIATION AS OPEN SPACE AND SHALL NOT BE DENUDED, DEFACED, NOR OTHERWISE DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE APPROVAL OF THE DIRECTOR, EXCEPT FOR ROUTINE MAINTENANCE AS DESCRIBED IN SECTION 2-702.5 OF THE ZONING ORDINANCE OF FAIRFAX COUNTY.
- COMMON DRIVEWAYS:
  - A.) PRIVATE DRIVE, PRIVATELY OWNED AND PRIVATELY MAINTAINED BY THE LOT OWNERS, SPECIFICALLY LOTS 1, 2, 18, 19, 20 AND 21.
  - B.) OWNERS OF LOTS UTILIZING COMMON DRIVEWAYS AUTOMATICALLY ASSUME AN OBLIGATION FOR MAINTENANCE OF THE DRIVEWAY, WHICH OBLIGATION IS A CONDITION OF THE OWNERSHIP WHICH RUNS WITH THE LAND.
  - C.) THERE IS AN EASEMENT FOR INGRESS/EGRESS, CONSTRUCTION, MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES.
- ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW IN THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES (DPW&ES). SITE CONDITIONS ARE OF SUCH A NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEM POSSIBILITIES REQUIRED THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID SOIL REPORT IS AVAILABLE FROM DPW&ES.
- NO USE SHALL BE MADE OF , NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOODPLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
- ALL MONUMENTATION SHOWN HEREON AS IPF, IPS, MON, ETC. ARE FROM A BOUNDARY SURVEY PERFORMED BY BC CONSULTANTS DATED FEBRUARY, 2004.
- RPA DENOTES RESOURCE PROTECTION AREA AS PER PLAN #9820-RPA-01-1 AND APPROVED 11-20-03, THIS AREA MAY NOT BE DISTURBED WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX, COUNTY
- 10.) PER THE CURRENT FAIRFAX COUNTY CHESAPEAKE BAY PRESERVATION AREA MAP AND PER COUNTY PLAN #9820-RPA-01-1 THIS PLAT COMPLIES FULLY WITH THE AMENDMENT OF CHAPTER 118 (CHESAPEAKE BAY PRESERVATION ORDINANCE) OF THE CODE OF THE COUNTY OF FAIRFAX AS ADOPTED JULY 7, 2003 AND EFFECTIVE NOVEMBER 17, 2003
- 11.) THERE IS A STORM DRAINAGE EASEMENT OVER ALL OF PARCEL "B"

# THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

FINAL PLAT RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF DATE **AGENT APPROVED** BOARD OF SUPERVISORS FAIRFAX COUNTY/ WRGINIA 10/1/64 DATE Director, Public Works & Environmental Services

> APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR

BEFORE

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES OFFICE OF SITE DEVELOPMENT SERVICES FAIRFAX, VIRGINIA

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bands have been received.

Ву	1/2511	Date_	6/23/04
	COUNT OFFICE OF SIT	E DEVELO	ED FAIRFAX PMENT SERVICES R SECTION
BY.	4 5M	(70 Y	

APPROVED COUNTY OF FAIRFAX OFFICE OF BUILDING CODE SERVICES PERMITS DIVISION—SITE PERMITS SECTION STREET ADDRESS FUNCTION

DATE

LS# 1417-B

5-20-04 DATE

\*\*\*\* \*\*\* SCOTT K. MIEYER AND PATRICIA A-MEYER AS RECORDED IN DEED BOOK 7549 AT PAGE 1874

## WETLANDS CERTIFICATE

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

OWNER/DEVELOPER MANL T. CHADWICK V.P. LAND DEVELOPMENT



CL = CENTERLINE

F.C.W.A. = FAIRFAX COUNTY WATER AUTHORITY

I/E = INGRESS/ EGRESS

LAT. = LATERAL

RPA = RESOURCE PROTECTION AREA

SAN. = SANITARY

SD = SIGHT DISTANCE

SEW. = SEWER STM. = STORM

SWM = STORM WATER MANAGEMENT

WL = WATERLINE

IPF = IRON PIPE FOUND

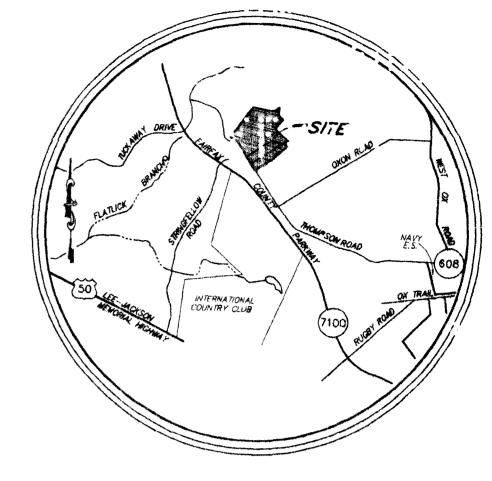
IPS = IRON PIPE SET

# SURVEYOR'S CERTIFICATE

I. EUGENE A. KIERNAN JR., A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED HEREON AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS A SUBDIVISION OF THE PROPERTIES ACQUIRED BY WINCHESTER HOMES, INC. AS RECORDED IN DEED BOOK 14874 AT PAGES 31 & 35, DB 14882 PG. 2067, DB 16054 PG. 1091, DB 16054 PG. 11074, DB 16253 PG. 1219 AND \*\*\* (SEE BELOW) ALL AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND ALL COURSES ARE REFERENCED TO VCS 83 NORTH, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

ALTH OA EUGENE A. KIERNAN, JR. No.1417-B SURVEY.

ANT ALL AND



## VICINITY MAP

SCALE: 1" = 2,000

SHEET INDEX

SHEET 1 COVER SHEET

SHEET 2 CURVE TABLE

SHEET 3 LOTS 1 THRU 5. & 15 THRU 18. BELLE COTE LANE & & MEYER WOODS LANE

SHEET 4 LOTS 6 THRU 12, MEYER WOOD LANE & PARCEL A

SHEET 5 LOTS 13. 14 .19 THRU 21 MEYER WOOD LANE & PARCEL C & D

SHEET 6 LOTS 23 THRU 28, PARCELS A, B & D AND ROSE GROVE DRIVE & PERCHERON LANE

SHEET 7 LOTS 22 & 29 THRU 31 PARCEL A ROSE GROVE DRIVE & PERCHERON LANE

## AREA TABULATION

DENSITY = 0.93 (DU/AC.)

1.130,828 \$ OR 25.96024 ACRES 31 LOTS PARCEL A 109,004 \$ OR 2.50239 ACRES PARCEL B 19,581 \$ OR 0.44952 ACRES PARCEL C 47,631 \$ OR 1.09347 ACRES PARCEL D 176,432 \$ OR 4.05032 ACRES 139,364 \$ OR 3.19936 ACRES STREET DEDICATION

1,622,840 \$ OR 37.25528 ACRES TOTAL DENSITY = 0.83 (DU/AC.)

DENSITY TABULATION FOR OAK HILL RESERVE SECTIONS 1 & 2 MINUS PARCEL B OF SECTION 2

> 53 LOTS 1,936,343 \$ OR 44.45232 ACRES 233,023 \$ OR 5.34947 ACRES 4 PARCELS 300,423 \$ OR 6.89676 ACRES STREET DEDICATION 2,469,789 \$ OR 56.69855 ACRES TOTAL

> > FINAL SUBDIVISION PLAT THOMPSON ROAD PROPERTY

> > > (SEE NOTE # 2) SULLY DISTRICT

FAIRFAX COUNTY, VIRGINIA

SCALE: 1"= 50' DATE: MAY 12, 2004

**BC** Consultants

Planners · Engineers · Surveyors · Landscape Architects 12600 Fair Lakes Circle, Suite 100, Fairfax, VA 22033 (703) 449-8100 (703) 449-8108 (Fax) www.becon.com

SHEET 1 OF 7

CO.# 9820-RP-

REF.# 9820-SD-02-2

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	CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DEL TA	
1	500.00'	211.03'	107.11'	209.46'	N 44'17'53" E	2470'55"	
2	200.00'	133.62'	69.41'	131.14'	N 40°49'11" W	3816'41"	
3	540.00	243.57	123.89'	241.51	N 4702'13" W	25'50'37"	
34	540.00'	20.39'	10.19'	20.39'	N 58'52'38" W	02*09'47"	
38	540.00'	223.18'	113.21'	221.60'	N 45'57'20" W	23.40′50"	
4	150.00'	119.30'	63.01'	116.18'	N 1179'51" W	45'34'07"	
5	304,71'	4.99'	2.50'	4.99'	S 56'22'57" W	00'56'19"	
6	120.00	164.35	97.99'	151.80'	S 16.40'38" W	78"28'19"	
6A	120,00'	94.25'	49.71'	91.84'	5 33'24'48" W	45'00'00"	
68	120.00'	70,10'	36.08'	69,11'	S 05'49'22" E	33'28'19"	
7	150.00'	92.35'	47.69'	90.90'	N 61 26 58" W	3516'28"	
8	120.00'	85.32'	44.55'	83.53'	N 6470'48" W	40.44'08"	
9	240.15	199.94	106.17	194,21'	5 57.43'52" E	47'42'04"	
10	27.00'	42.41'	27.00'	38.18'	S 78'36'40" E	90'00'00"	
11	478.00'	201.74'	102.40'	200.25	N 4417'53" E	2470'55"	
12	27.00'	40.16	24.84	36.56	N 10'24'29" W	<u>8573'50"</u>	
13	562,00	185.47'	93.58'	184.63'	N 4334'09" W	18.54.30"	
14	172.00'	102.51'	52.83°	101.00'	N 17'02'27" W	34'08'55"	
15 16	27.00'	24.87'	13.39'	24.00'	N 26'21'05" W	52'46'11"	
16 17	53.00'	263.12'	41.07'	64.93'	N 89'29'22" E	284'27'04"	
18	27.00'	24.11'	12.92'	23.31'	S 26'08'17" W	51'09'13"	
19	128.00'	77.47'	39.96°	76.29'	5 16'46'37" E	34'40'36"	
20	518.00'	233.65'	118.85°	231.67'	S 47'02'13" E	<u>25'50'37"</u>	
21	222.00'	148.31'	77.04'	145.57'	5 40'49'11" E	38'16'41"	
22	53,00°	237.73'	66.63'	82.96'	N 7310'56" W	256'59'50"	
23	27.00'	36.28'	21.48'	33.61'	N 16'49'04" E	76 '59 '50"	
24	178.00'	87.28'	44.54	86.41'	N 35'43'43" W	28'05'43"	
25	27.00'	46.19'	31.07'	40.76'	S 81'12'56" W	98'01'00"	
26	522.00' 27.00'	220.31' 42.41'	111.82'	218.68'	S 4417'53" W	24'10'55"	
27	282.71'	9.98'	27.00' 4.99'	38.18' 9.98'	S 11'23'20" W S 56'55'28" W	90'00'00" 02'01'21"	
28	98.00'	9.36 88.46'	The state of the s	85.49°	S 30°03'13" W	51.43.09"	
29	27.00'	26.49'	47.50° 14.42'	25.44'	S 23'54'29" E	561216"	
30	38.00	172.36'	45.38°	58.27'	S 77'56'03" W	259'53'21"	
31	27.00	46.79'	31.77'	41.15'	N 21'45'57" W	9917'21"	
32	172.00'	82.85'	42.24	82.05'	N 5736'41" W	27:35:54"	
33	98.00'	69.67'	36.38'	68.22'	N 64'10'48" W	40.44.08"	
34	27.00'	24.61'	13.24'	23.77'	S 69'20'15" W	52'13'46"	
35	53.00'	263.13'	41.07'	64.92'	N 05'27'08" E	284'27'32"	
36	27.00'	24.61'	13.24'	23.77'	S 5825'59" E	5273'46"	
37	142.00'	100.96	52.72'	98.84'	S 64'10'48" E	40'44'08"	
38	128.00'	46.71'	23.62'	46.45'	S 5475'58" E	20'54'27"	
39	27.00'	40.71'	25.35°	36.96'	N 72'05'06" E	86 23 24"	
40	142.00'	66.97'	34.12'	66.35'	N 42'24'06" E	27.01'24"	
41	50.00'	35.51'	18.54′	34.76'	N 5357'14" W	40'41'09"	
42	75.00'	52.90'	27.61'	51.81'	N 5405'19" W	40'24'59"	
43	260.15	39.95*	20.02'	39.91'	N 3816'48" W	08'47'57"	
44	30.00'	24.99'	13.27'	24.27'	S 09'45'02" E	47'43'15"	
45	75.00'	62.47'	33.17'	60.68'	S 09'45'02" E	47'43'16"	
46	53.91'	20.95'	10.61'	20.82'	N 24'21'31" E	22'15'51"	
47	50.00'	29.45'	15.16°	29.02'	N 52'21'42" E	33.44'31"	
48	16.00'	25.13'	16.00'	22.63'	N 65'46'03" W	90'00'00"	
49	16.00'	25.13'	16.00'	22.63'	N 24'13'57" E	90'00'00"	
50 51	61.00'	50.86'	27.01'	49.40'	S 13'16'11" W	47'46'06"	
52	59.15° 78.94°	39.97' 103.99'	20.78' 61.09'	39.22' 96.63'	S 5630'52" W S 0033'07" E	38*43'16" 75*28'13"	
53	78.94 78.00'	9.11'	4.56'	90.63 9.10'	S 14'18'41" W	06:41'27"	
54	94.00'	9.77 18.63'	9.35'	18.60'	S 00'44'19" W	11'21'26"	
55	10.00'	6.71'	3.49'	6.58'	S 54'42'12" W	38'25'43"	
						THE THE STATE OF T	

FINAL PLAT RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF **APPROVED** BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA Director, Public Works & Environmental Services APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR

BEFORE

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION—SITE PERMITS SECTION
STREET ADDRESS FUNCTION

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES OFFICE OF SITE DEVELOPMENT SERVICES FAIRFAX, VIRGINIA

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

FINAL SUBDIVISION PLAT THOMPSON ROAD PROPERTY

(SEE NOTE # 2) SULLY DISTRICT

FAIRFAX COUNTY, VIRGINIA

SCALE: 1"= 50'

DATE: MAY 12, 2004



Planners · Engineers · Surveyors · Landscape Architects 12600 Fair Lakes Circle, Suite 100, Fairfax, VA 22033 (703) 449-8100 (703) 449-8108 (Fax) www.bccon.com

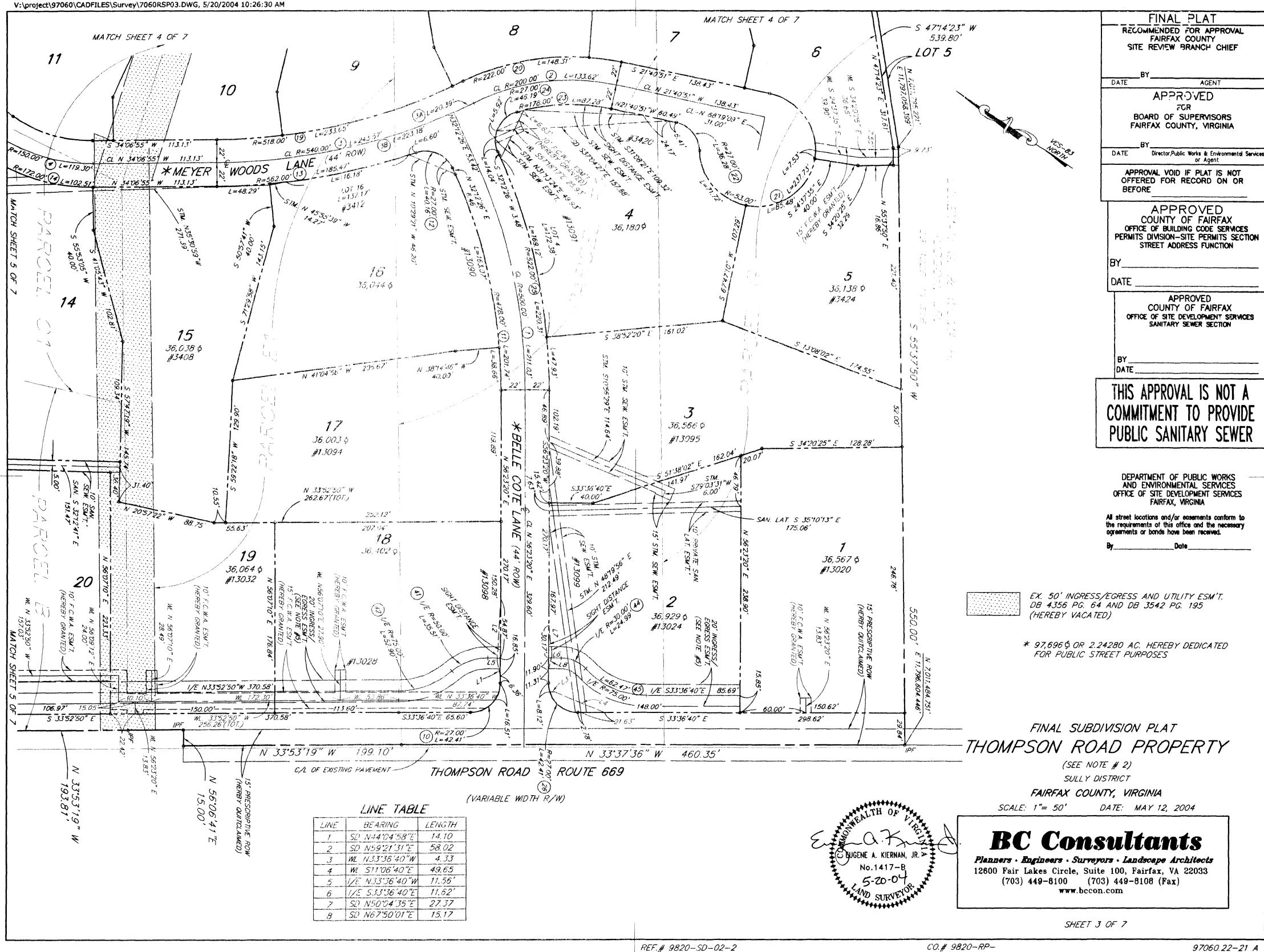
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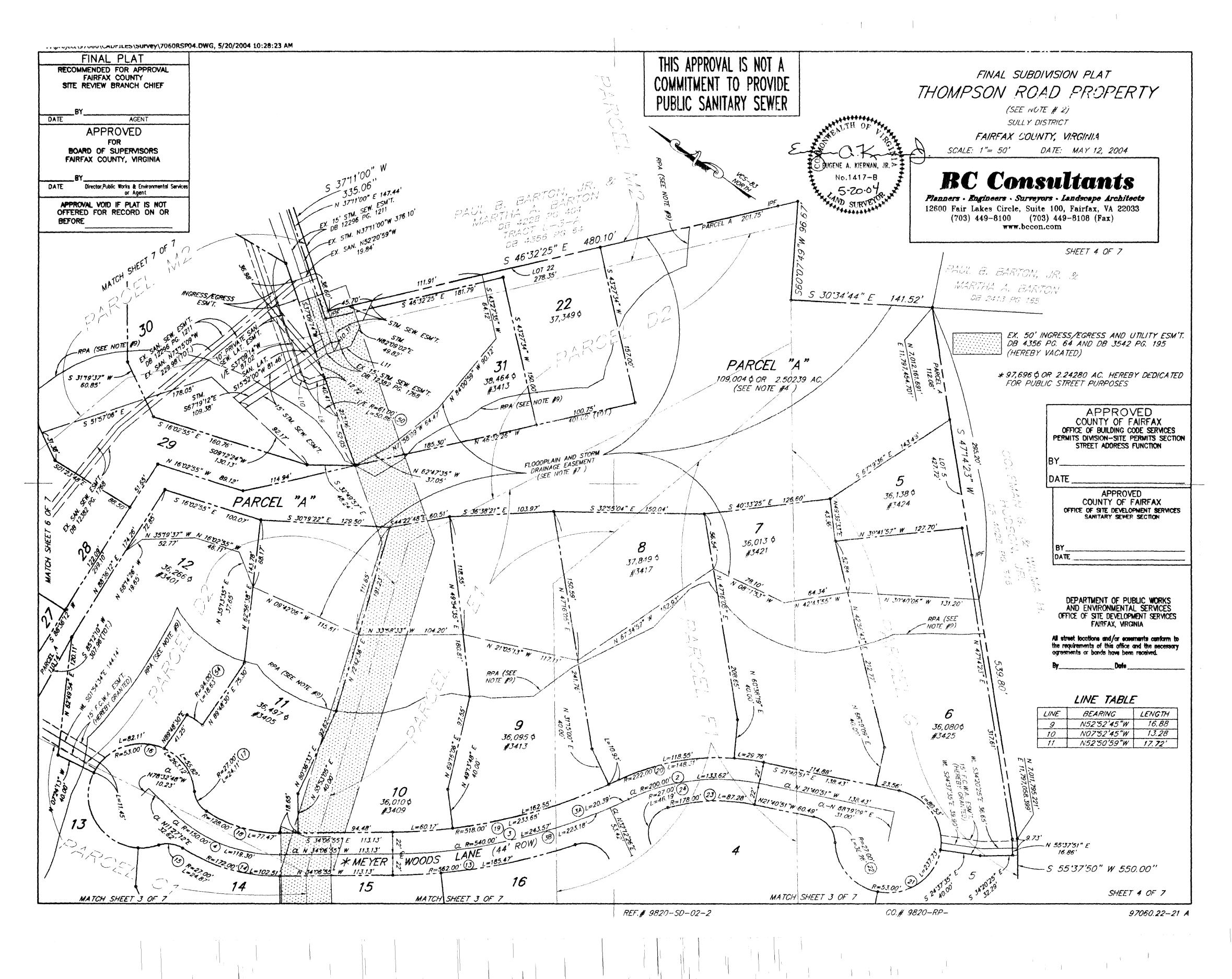
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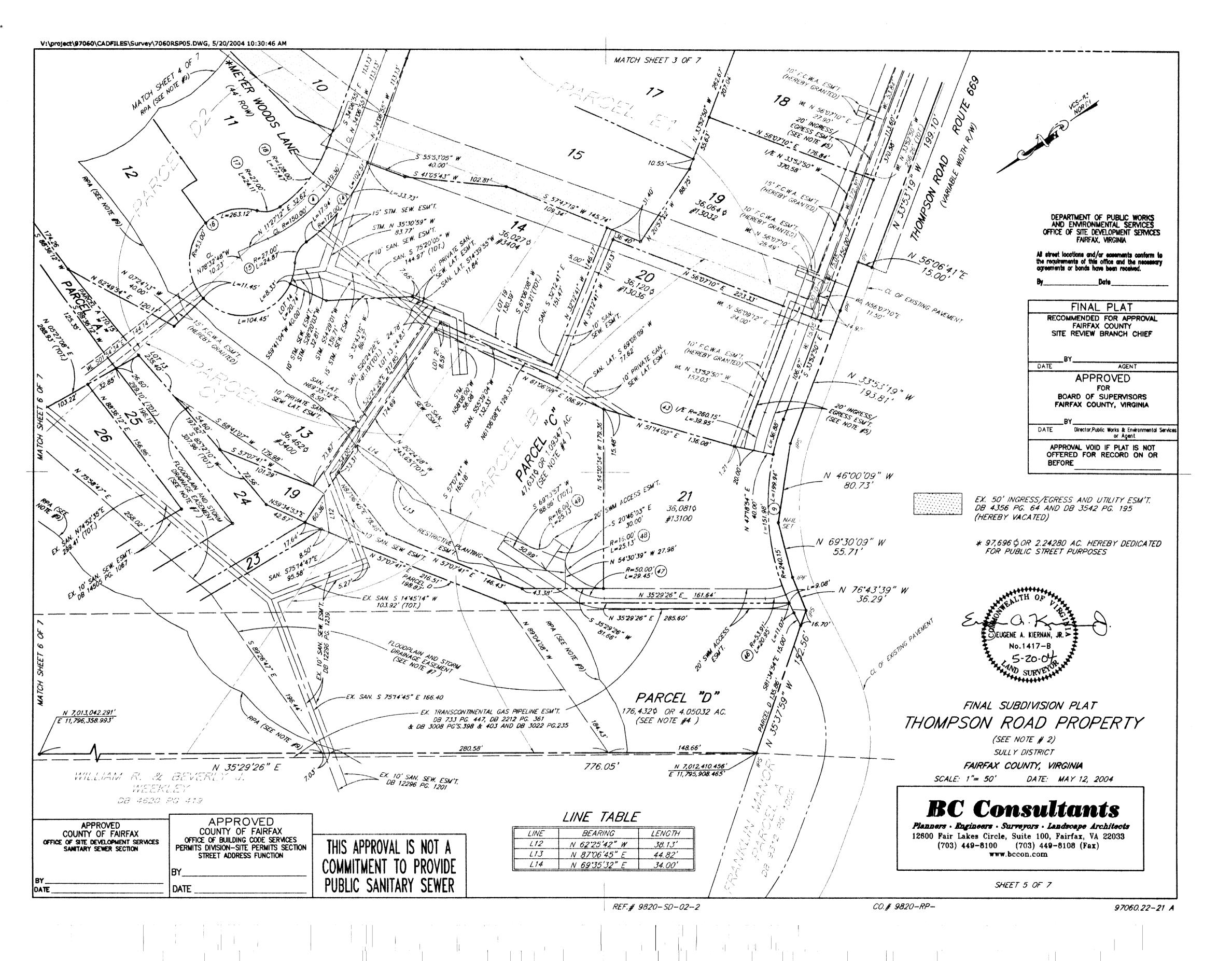
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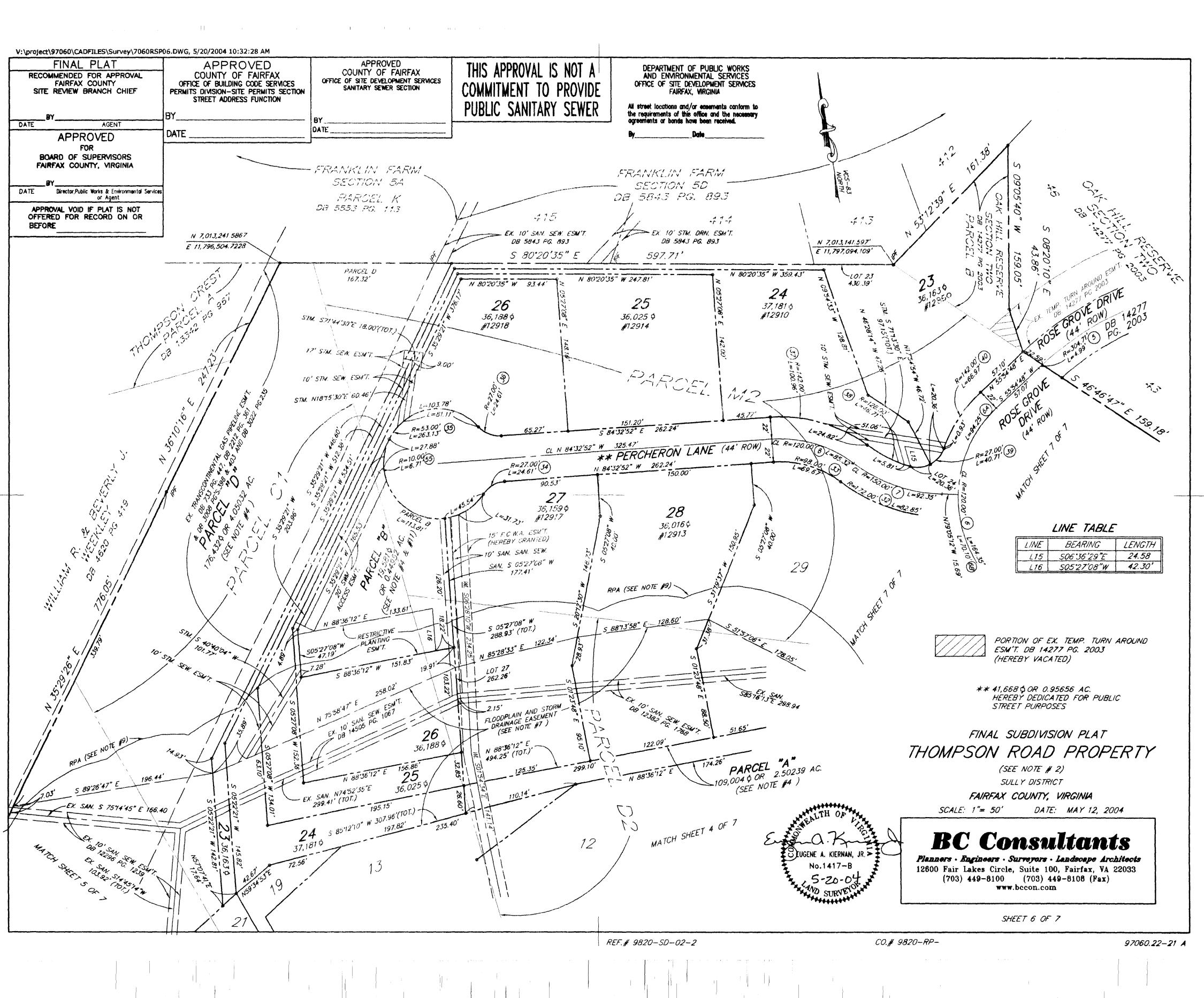
APPROVED COUNTY OF FAIRFAX OFFICE OF SITE DEVELOPMENT SERVICES SANITARY SEWER SECTION PUBLIC SANITARY SEWER DATE\_

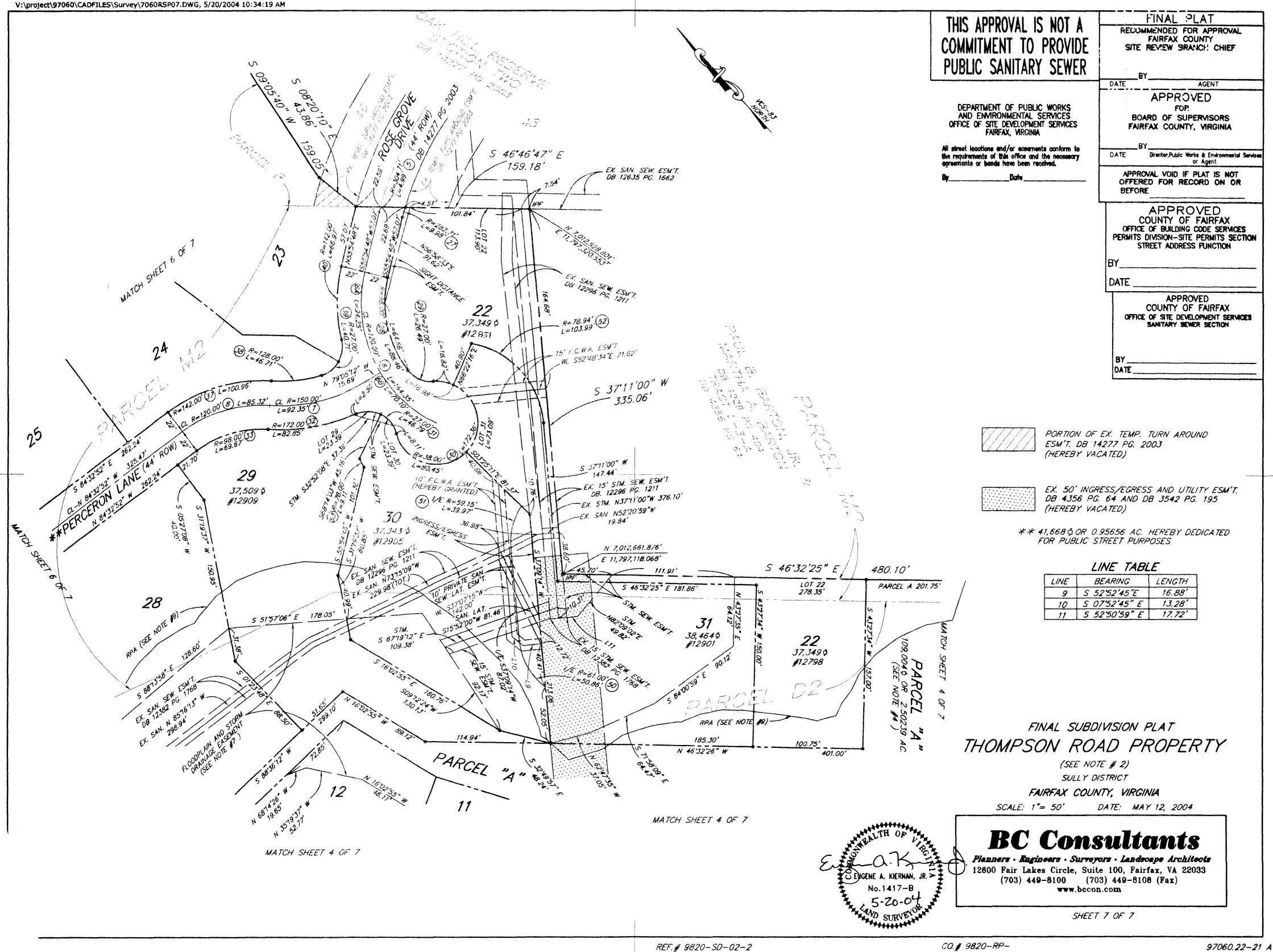


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