

TM# 92-4-(C1)-58
TM# 101-2-(C1)-11A
(0019-RP-01-M-02)

DEED OF CONSOLIDATION, RESUBDIVISION, DEDICATION, EASEMENT,
CONVEYANCE AND DECLARATION OF COVENANTS

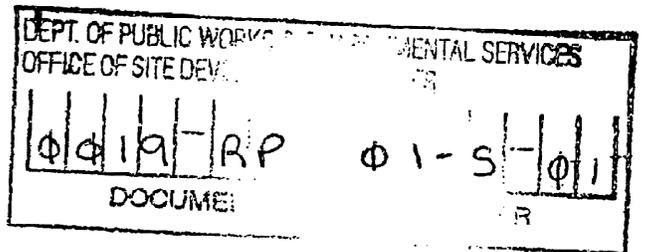
THIS Deed of Consolidation, Resubdivision, Dedication, Easement, Conveyance and Declaration of Covenants ("Deed") made this 17th day of September, 2002, by and among **GMAC MODEL HOME FINANCE, INC.**, a Virginia corporation, Grantor (also called "Owner"); **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, Grantee (also called "County"); **FAIRFAX COUNTY WATER AUTHORITY**, a body corporate, Grantee (also called "Authority"); and **THE GROVE AT HUNTLEY MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, Grantee (also called "Association").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of a deed recorded in Deed Book 13149 at page 1683, among the land records of Fairfax County, Virginia (the "Land Records "); and

WHEREAS, it is the desire of the Owner to consolidate and resubdivide the hereinafter described Property; to dedicate certain portions of the Property as public streets; to grant certain easements unto the County and Authority; and to convey certain property to the Association and to the County, all as shown on a plat attached hereto and made a part

Prepared by / Return to: Wulsk, Colucci Box 67



hereof, entitled "**Final Subdivision Plat The Grove at Huntley Meadows**" made by **BC Consultants** and dated **May 17, 2002** (the "Plat").

WHEREAS, it is the desire of the Owner to subject the Property (or a portion thereof) to a certain Declaration of Covenants, Conditions and Restrictions (defined hereinafter as the "Declaration") as more particularly described herein; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, being the sole owner and proprietor and the only party having any interest in the above-described Property, does hereby consolidate and resubdivide the Property into 285 Lots, designated as Lots 1-61, 63-286, inclusive, and Parcels A & B, The Grove at Huntley Meadows, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate for public street purposes and convey unto the County, in fee simple, that portion of the Property consisting of **152,850 square feet**, as more particularly shown on the Plat attached hereto and made a part hereof.

[PUBLIC ACCESS EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged,

the Owner, does hereby grant and convey unto the County, its successor and assigns, Public Access Easements for the purpose of ingress and egress by the public over and across all Private Streets, said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easements are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, 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 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, 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.

[COUNTY INGRESS EGRESS]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successor and assigns, Ingress Egress Easements for the purpose of ingress and egress by County Emergency, Maintenance and Police Vehicles over and across Parcel B (including all private streets), said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easements are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, 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 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, 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.

[SIGHT DISTANCE EASEMENT]

FURTHER WITNESSETH, that in consideration of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby grants to the County, its successors and assigns, a Sight Distance easement upon the property of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement is subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easement more than two feet in height.

2. The Owner, its successors and assigns, agrees 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 easement.

[STORM DRAINAGE AND FLOOD PLAIN EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does grant and convey unto the County, its successors and assigns, Storm Drainage and Flood Plain Easements for the purpose of reserving a natural flood plain and drainage way, and/or constructing, operating, maintaining, adding or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the property of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are 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 enjoyment and exercise of the easements and rights-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land of the Owners 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 reasonably near the easements being conveyed deemed by it to interfere with the proper and efficient 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 Fairfax County, and no use shall be made of the easements, which would interfere in any way with the natural drainage.

[STORM SEWER/SANITARY SEWER EASEMENT]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), 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 purposes 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 of the Owner, said Property and easements being more particularly bounded and described on the Plat attached hereto and incorporated herein. These storm sewer and sanitary sewer easements are subject to the following terms and 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 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 enjoyment and exercise of the easements and rights-of-way including the right of reasonable access to and from the right-of-way and the 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 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.

[CONSERVATION EASEMENT]

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$ 10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant unto the County, its successors and assigns, Conservation Easements for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Property of Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are subject to the following terms and conditions:

1. No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization from Fairfax County.

2. All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of Fairfax County.

3. In the event of any violation of this conservation easement, the Owner shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the conservation easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

[WATER AUTHORITY]

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of installing, constructing, operating, maintaining, adding to or altering and replacing one or more 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 of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereto, 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 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 facilities in or on property abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said 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 said easements which is disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures or other facilities located within the easement.

4. The Owner reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein conveyed which may not be inconsistent with the rights herein granted, or interfere with the use of said easements by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting 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 above-described easement 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. Owner covenants that they are seized of and have the right to convey the said easement, rights and privileges, that the Authority shall have quiet and peaceable possession,

use and enjoyment of the aforesaid easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

[DECLARATION OF COVENANTS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby subjects property consisting of Lots 1-61, 63-286, inclusive, and Parcel B, Huntley Meadows to the Declaration of Covenants, Conditions, and Restrictions recorded immediately subsequent hereto (the "Declaration"), as more particularly set forth therein.

[CONVEYANCE OF PARCELS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey with special warranty of title, unto the Association, the following property: Parcel B, as dedicated and platted herein. This conveyance is made subject to the easements, rights of way, restrictions and conditions contained in the deeds forming the chain of title to this property. Parcel B shall not be denuded, defaced or disturbed in any manner at any time without the approval of the appropriate County Department.

THIS DEED FURTIHER WITNESSETH, that for good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey with special warranty of title, unto the County, the following property: Parcel A, as

dedicated and platted herein. This conveyance is made subject to the easements, rights of way, restrictions and conditions contained in the deeds forming the chain of title to this property. The Owner reserves for itself and its successors and assigns in interest to the Property density credit for the area dedicated, Parcel A, in accordance with Article 2-308(4)(A)(2) of the Fairfax County Zoning Ordinance per RZ 1998-LE-055, Proffer #36.

[COVENANTS REAL]

The Owner declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants real, running with the land. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

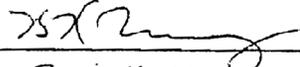
[FREE CONSENT]

This Deed is made with the free consent and in accordance with the desire of the undersigned owner(s), proprietor(s) and trustee(s), if any, of the above-described property, and is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

GMAC MODEL HOME FINANCE, INC.

By: 
Name: Brian K. Murray
Title: VP

COMMONWEALTH OF VIRGINIA :
COUNTY OF Henrico : to-wit

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by Brian K. Murray, VP of GMAC MODEL HOME FINANCE, INC.


Notary Public

My Commission Expires: 11-30-03

**THE GROVE AT HUNTLEY MEADOWS
HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]
Name: DAVID A. RETTEW
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

The foregoing instrument was acknowledged before me this 23RD day of SEPTEMBER, 2002, by DAVID A. RETTEW, PRESIDENT of THE GROVE AT HUNTLEY MEADOWS HOMEOWNERS ASSOCIATION, INC.

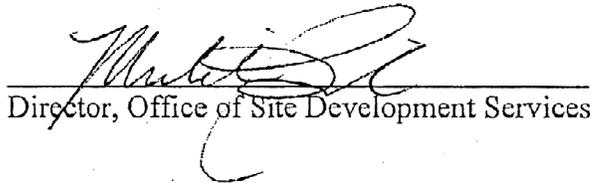
[Signature]
Notary Public

My Commission Expires: DECEMBER 31, 2004

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

APPROVED AS TO FORM:


County Attorney


Director, Office of Site Development Services

COMMONWEALTH OF VIRGINIA :
COUNTY OF Fairfax : to-wit

The foregoing instrument was acknowledged before me this 11th day of October, 2002, by Michelle Bruckner, Director, Office of Site Development Services, on behalf of the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA.**


Notary Public

My Commission Expires: 06/30/04