

DEED OF SUBDIVISION, CONVEYANCE,  
EASEMENTS AND VACATION, AND DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DEED OF SUBDIVISION, CONVEYANCE, EASEMENTS AND VACATION, AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 24<sup>th</sup> day of January, 1992, by RESTON LAND CORPORATION ("RLC"), Grantor and Grantee, a Delaware corporation authorized to do business in the Commonwealth of Virginia, party of the first part; the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA ("County"), Grantor and Grantee, a body corporate and politic, party of the second part; the FAIRFAX COUNTY WATER AUTHORITY ("FCWA"), Grantee, a body corporate, party of the third part; BELCASTLE COURT CLUSTER ASSOCIATION, Grantee, a Virginia non-stock corporation, party of the fourth part; and the RESTON HOME OWNERS ASSOCIATION, trading as the Reston Association ("RHOA"), Grantee, party of the fifth part.

WHEREAS, RLC is the owner of Parcel J, RESTON (Tax Map 11-2-((1))-33A), having acquired the same by a deed recorded in Deed Book 4926 at Page 299 et seq. among the land records of Fairfax County, and

WHEREAS, RLC desires to subdivide part of the land and to create certain easements all as shown on the attached plat (R.P.#723-1) dated May 1990/Sept. 1990, <sup>MAY 1991</sup> prepared by Urban Engineering & Assoc., P. C., and entitled "Plat of Subdivision Block 2, Section 69, Reston"; and

WHEREAS, RLC desires to convey Parcel A to the party of the fourth part, and to convey Parcel B to the party of the fifth part; and

WHEREAS, RLC desires to subject the land to the covenants, conditions and restrictions contained in the Deed of Dedication of Reston, Section One, as amended and recorded among the aforesaid land records,

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, RLC does hereby:

1. Subdivide the land into Lots 1 through 16, both inclusive, and Parcels A and B, Block 2, Section 69, RESTON, as shown on the plat, and hereby declares that the subdivision is made with its free consent, in accordance with its desires and in accordance with the statutes of Virginia

governing the platting of land, the plat having been duly approved by the proper authorities of Fairfax County, Virginia, by their endorsement thereon.

2. Subject the land to the covenants, conditions and restrictions contained in the Deed of Dedication of Reston, Section One, as amended, recorded in Deed Book 6072 at Page 69 of the land records of Fairfax County, Virginia, which covenants, conditions and restrictions are incorporated herein by reference and may be enforced by RHIOA, among others.

3. Grant unto the County over Parcels A and B and in the locations shown on the plat, in accordance with plat note 5, easements for ingress and egress by County emergency, maintenance and police vehicles, subject to the following terms and conditions:

(a) 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.

(b) 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.

(c) The owner agrees that the agreements and covenants stated in this Deed 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.

4. Grant unto the County, its successors and assigns, storm drainage and sanitary sewer easements for the purpose of constructing, operating, maintaining, adding to or altering present or future storm and sanitary sewer lines, plus necessary inlet structures, manholes, and appurtenant facilities, for the collection of storm water and sanitary sewage and its transmission through and across the property as shown on the plat. The easements are subject to the following conditions:

(a) All sewers, manholes, storm 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.

(b) 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.

(c) 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.

(d) The owner reserves the right to construct and maintain roadways over the sanitary sewer easements and to make any use of any easement 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 sanitary sewer easements without the prior written approval of the County, and provided further, that the owner shall make no use of the storm drainage easements which shall interfere with the natural drainage.

5. Grant unto the County, its successors and assigns, a flood plain easement as shown on the plat for the purpose of reserving the natural 100 year flood plain, subject to the conditions that no structures shall be placed in the easement without specific written authorization from Fairfax County,

and no use shall be made of the easement which would interfere in any way with the function of the flood plain.

6. Grant unto FCWA, its successors and assigns, an easement as shown on the plat for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities for the transmission and distribution of water, through, upon and across the property as shown on the Plat, subject to the following conditions:

(a) All water mains and appurtenant facilities which are installed in the easement and the right-of-way shall be and remain the property of FCWA, its successors and assigns.

(b) FCWA and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the right of way and the right to use abutting land adjoining the easement 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 constructing and maintenance; and further, this right shall not be construed to allow FCWA to erect any building or structure of a permanent nature on abutting land.

(c) FCWA shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easement being conveyed, deemed by it to interfere with the proper and efficient constructing, operation and maintenance of said water mains and appurtenant facilities; provided, however, that FCWA at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are 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 and other facilities located within the easement.



(d) The owner reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by FCWA 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 easement without obtaining the prior written approval of FCWA.

(e) 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 FCWA 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 FCWA all necessary permits for the continued operation, maintenance, appurtenant facilities in said location.

(f) The owner covenants that it is seized of and has the right to convey the said easement, rights and privileges, that FCWA shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges, and that the owner shall execute such further assurances thereof as may be required.

7. Reserve unto RLC, its successors and assigns, in accordance with plat note 1, an easement for the installation and maintenance of underground utilities, supply and transmission lines, drainage facilities and major walkways through all areas shown on the plat, whether within the boundary of residential lots or in common areas, except only approved building and driveway areas. Such easement shall include the right of ingress and egress provided that any damage resulting from the installation, maintenance or repair of any underground utilities, supply and transmission lines, drainage facilities of major walkways shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

8. Declare in accordance with plat notes 4, 6 and 7 that Parcel A is open space to be conveyed to a cluster association, and that the portion of Parcel A that serves as a street will be privately owned and maintained.

9. Declare in accordance with plat notes 7 and 8 that Parcel D is open space to be conveyed to the Reston Home Owners Association.

10. Grant, bargain, sell and convey unto Belcastle Court Cluster Association, party of the fourth part, with GENERAL WARRANTY of Title, all that certain lot or parcel of land together with improvements thereon, situate and being in the Centreville District, Fairfax County, Virginia, and being more particularly described as follows:

All of Parcel "A", Block 2, Section 69, Reston, as shown on the attached plat.

SUBJECT TO the protective covenants, restrictions, charges, liens and easements contained in the Deed of Dedication of Section One, Reston, as amended, recorded in Deed Book 6072 at page 69, which are incorporated herein by reference; and further subject to the provisions of the valid ordinances of the County of Fairfax, Virginia, in effect as of the date hereof; and

SUBJECT TO the non-exclusive right and privileges in the owners of the residential lots in Belcastle Court Cluster for themselves and their invitees entering upon and using all of the parking areas, streets, open spaces, paths and other facilities located now or hereafter upon the above-described parcel, subject to the reasonable regulations and by-laws of the Belcastle Court Cluster Association; and

SUBJECT TO perpetual easements for the maintenance, repair and replacement of underground footings, footing drains and cornices, eaves and windows, if any, which project into the cluster common area, hereby conveyed, which easements are reserved to RLC, its successors and assigns for conveyance to the respective purchasers of lots in Belcastle Court Cluster; and

SUBJECT TO the rights of RLC, its successors and assigns to enter and re-enter upon parcel conveyed hereby for the purpose of constructing and otherwise completing improvements in accordance with the applicable site plan on file with the Director of the Department of Environmental Management, County of Fairfax, such right to continue in existence until RLC, its successors and assigns, is released from its obligations under the terms of the applicable Site Plan Agreement and any applicable bonds in connection therewith.

SUBJECT TO the right of RLC or its successors or assigns, to enter the premises for the purpose of constructing or maintaining any easement areas which may be hereafter granted by RLC pursuant to the covenants, conditions and restrictions for Reston, Section One, recorded as aforesaid.

The party of the first part covenants that it has the right to convey the said property; that it has done no acts to encumber the same, except as above stated; the party of the fourth part shall have quiet possession thereof, free from all encumbrances, except as above stated; and the party of the first part will execute such further assurances of title as may be requisite.

11. Grant, bargain, sell and convey unto the Reston Home Owners Association, party of the fifth part, with GENERAL WARRANTY of title, all that certain lot or parcel of land, together with improvements thereon, situated and being in the Centreville District, Fairfax County, Virginia and being more particularly described as Parcel B, Block 2, Section 69, Reston as shown on the attached plat.

RHOA joins in this deed for the purpose of consenting to this conveyance to the extent required under the protective covenants of RESTON contained in the Deeds of Dedication of RESTON, Section One, as the same are recorded among the land records of Fairfax County and incorporated by reference in one or more deeds in the chain of title to the parcel, and more particularly as amended and consolidated in Deed Book 6072 at Page 69 among the aforesaid land records. RHOA acknowledges its responsibilities under the aforesaid protective covenants with respect to the property conveyed hereunder, and agrees to hold and maintain said property in accordance with such responsibilities.

This conveyance is subject to all easements, restrictions, reservations, covenants and rights of way of record in the chain of title of the property hereby conveyed.

Further, to the extent necessary or required, this conveyance is subject to the right of RLC, its successors and assigns, to enter and re-enter upon the parcel conveyed hereby for the purposes of constructing and otherwise completing improvements in accordance with the applicable site plans or other plans on file with the Director of the Department of Environmental Management, County of Fairfax, Virginia. Such right shall continue in existence until grantor, its successors and assigns, is released from its obligations under such site plans or other plans and any applicable bonds in connection therewith.

RLC covenants that it has the right to convey the property; that it has done no act to encumber the same, except as above stated; that RHOA shall have quiet possession

thereof, free from all encumbrances except as above stated; and that RLC will execute such further assurances of title as may be requisite.

In consideration of \$1.00 cash in hand paid, and other good and valuable consideration, whose adequacy and receipt is hereby acknowledged, the County hereby vacates and quitclaims unto RLC that portion of an existing storm drainage easement shown on the plat as "hatched portion hereby vacated," such easement having been previously granted to the County by an instrument recorded in Deed Book 7917 at Page 774 among the aforesaid land records.

WITNESS the following signatures and seals:

ATTEST:

RESTON LAND CORPORATION,  
a Delaware Corporation

By *[Signature]*  
Assistant Secretary

By *[Signature]*  
Vice President

ATTEST

RESTON HOME OWNERS  
ASSOCIATION, trading as  
Reston Association

*[Signature]*  
(Assistant) Secretary

By *[Signature]*  
(Vice) President

DELCASTLE COURT CLUSTER  
ASSOCIATION, a Virginia  
non-stock corporation

By *[Signature]*  
President

Accepted on behalf of the Board of Supervisors of  
Fairfax County, Virginia, by authority granted by the said  
Board.

APPROVED AS TO FORM:

*[Signature]*  
Assistant County Attorney

\_\_\_\_\_  
Director,  
Department of  
Environmental Management

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of January, 1992, by John W. Farrar as Vice  
President of Reston Land Corporation, a Delaware corporation  
authorized to transact business in Virginia, on behalf of the  
corporation.

Sharon L. Schatz  
Notary Public

My commission expires: August 31, 1995

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
21st day of April, 1992, by Tom Wilkins  
as (~~XXX~~) President, Reston Home Owners Association, a  
Virginia corporation, on behalf of the corporation.

Jeanne L. Lauer  
Notary Public

My commission expires: April 30, 1994

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
30 day of April, 1992, by Brian Fitzgerald  
whose name is signed as Brian Fitzgerald of Belcastle  
Court Cluster Association, a Virginia corporation, on behalf  
of the corporation.

Sharon L. Schatz  
Notary Public

My Commission expires: August 31, 1995

STATE OF VIRGINIA:  
COUNTY OF FAIRFAX: to-wit:

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
1992.

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

My commission expires: \_\_\_\_\_