

*Miscellaneous
Information*

THIS DEED OF EASEMENT is made this 25th day of July, 1995, by BALMORAL GOLF ASSOCIATES, L.C., a Virginia limited liability company ("Owner") (Grantor); FIRST BALMORAL CORPORATION, a Virginia corporation ("Balmoral") (Grantee); and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County") (Grantee).

W I T N E S S E T H :

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. RPA-4416), dated April, 1995, entitled "Plat Showing Various Easements Through BALMORAL PARCEL 'B'," and prepared by Dewberry and Davis of Fairfax, Virginia (the "Plat"), having acquired the Property by deed recorded in Deed Book 9196, at page 389, among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto Balmoral, as the owner of the adjacent property, as shown as "Balmoral Parcel A" on the Plat ("Balmoral Property"), and unto the County, the easements in the location as shown on the Plat.

NOW, THEREFORE, 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 County, its successors and assigns, Storm Drainage Easements for the purpose of constructing, operating, maintaining, adding to or altering present or future storm

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PROFESSIONAL CORPORATION

Box 52
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DEPARTMENT OF DESIGN REVIEW										
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drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the Property, 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 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 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 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 no use shall be made of the easements 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 of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Grading and Temporary Construction Easements for the purpose of performing construction and grading work and activities on, through and across the Property, to establish a new and permanent grade thereon, in the locations as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1. 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 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.

2. 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, grading, or maintenance of the Property; 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, or the reestablishment of the original grading on the property.

3. 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 Owner shall not erect any building or other structure, including a fence, on the easements, without obtaining the prior written approval of the County.

4. The easements shall automatically become null and void at such time as construction of Balmoral Greens Avenue is completed; provided, however, that the owner covenants not to modify the grade established prior to termination 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 of which is hereby acknowledged, the Owner does hereby grant and convey unto Balmoral, and its successors and assigns who acquire the Balmoral Property for the purpose of development, a non-exclusive easement and right-of-way for the purpose of constructing, using, and maintaining signs over and across the Property, in the location as more particularly bounded and described on the Plat. Balmoral, and its successors and assigns who acquire the Balmoral Property for the purpose of development, shall have the right to assign this easement to a property owner's association established for the Balmoral Property. The easement shall be subject to the following conditions:

1. Balmoral 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 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 construction or maintenance, and then only to the minimum extent necessary for

such construction or maintenance, and further, this right shall not be construed to allow Balmoral to erect any building or structure of a permanent nature on such adjoining land.

2. Balmoral shall have the use of the easement free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement hereby conveyed deemed by it to interfere with the proper and efficient construction, use, and maintenance of the easement.

3. Balmoral shall have the right to install and maintain signs, fences, walls, lighting, landscaping, and other facilities appurtenant thereto; provided, however, such features shall be submitted to the Owner, or its successors and assigns, for review and reasonable approval prior to installation. It is the intent of both parties to develop a quality entrance feature that will enhance and promote the residential lots and the golf course. The feature will incorporate the golf course name, if desired by the Owner. If the parties agree to provide a jointly developed feature, both parties agree to work together on its design and construction, and share equally the associated and agreed upon costs. If the parties choose not to place a joint feature, each party may place non-conflicting entrance features within the easement area, subject only to the Owner's review and reasonable approval prior to installation.

This Deed of Easement is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to this Deed and the Plat, and is with the free consent and in accordance with the desire of the Owner, owner of the Property.

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FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

BALMORAL GOLF ASSOCIATES, L.C.

By: *William H. Keesh*
Name: *William H. Keesh*
Title: *VICE President*

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

Approved as to form:
Robert Taylor
Assistant County Attorney

[Signature]
Director,
Department of Environmental
Management

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to wit:

This instrument was acknowledged before me by *William H. Keesh*, Director, Department of Environmental Management, on this the 3rd day of *August*, 1995.

James A. Murphy
Notary Public

My Commission Expires: *May 31, 1998*

COMMONWEALTH OF VIRGINIA
COUNTY OF *Fairfax*

The foregoing instrument was acknowledged before me this 24th day of *July*, 1995, by *William H. Keesh* as *vice president* of BALMORAL GOLF ASSOCIATES, L.C., on behalf of the company.

Sharon R. Bobel
Notary Public

My Commission Expires: *2-28-97*

with plat attached

AUG 30 95

RECORDED FAIRFAX CO.
TESTE: *[Signature]*

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT and CONVEYANCE is made as of this 17 day of May, 1996, by BALMORAL ASSOCIATES L.L.C., a Virginia limited liability company ("Owner")(Grantor); DAVID PETERSON and DENNIS COOMBE, TRUSTEES, either of whom may act ("Trustees")(Grantor); CHEVY CHASE BANK, F.S.B., Beneficiary ("Beneficiary")(Grantor); BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association")(Grantee); and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County")(Grantee).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (Tax Map No. 075-1-09-0000-A (part))(the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. RPA-4417), dated December 1995, and April 25, 1996, entitled "Plat Showing Section One Balmoral Greens Being Part of Parcel "A" Balmoral," and prepared by Dewberry and Davis of Fairfax, Virginia (the "Plat"), having acquired the Property by deed recorded in Deed Book 9663, at page 252, among the land records of Fairfax County, Virginia ("Land Records"); and

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

WHEREAS, the Property is subject to the lien of a certain Deed of Trust

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 LEGAL CORPORATION
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dated March 28, 1996, and recorded in Deed Book 9663, at page 261, among the Land Records ("Deed of Trust"), wherein the Property was conveyed to the Trustees, in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby subdivide the property into lots and parcels, to be known as lots One Hundred Six (106) through One Hundred Thirty-Seven (137), inclusive and Parcels A, B, C, D, and E, Section One (1) Balmoral Greens, 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 is hereby acknowledged, the Owner does hereby dedicate to public street purposes and convey to the County, in fee simple, the 432,932 square feet 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, as shown 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, (i) Ingress-Egress Easements for the purpose of ingress and egress by County emergency, maintenance and police vehicles, over and across the Property, in the locations as more particularly bounded and described on the Plat, and over and across Parcels B and D, and (ii) a Maintenance Access Easement for the purpose of access by maintenance vehicles, over and across the Property, in the location as more particularly bounded and described on the Plat, both subject to the following terms and conditions:

1. All driveways and all appurtenant facilities installed in the easement and right-of-way shall be and remain the property of Owner, its successor and assigns, who shall properly maintain the easement and such facilities.

2. The County 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 the right, but not the obligation, to perform, if 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 Owner, its successors and assigns, upon demand.

3. The Owner agrees 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.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Drainage Easements 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 through and across the Property, in the locations 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 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 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 reseeded 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 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 no use shall be made of the easements 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Temporary Construction Easement for the purpose of performing construction work and activities on, through and across the Property, in the location as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1. The County 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 enjoyment and exercise of the easement and right-of-way, including the right of reasonable access to and from the right-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of

actual 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.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, grading, or maintenance of the Property; 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, or the reestablishment of the original grading on the Property.

3. The Owner reserves the right 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 the easements by the County for the purposes named, provided, however, that Owner shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the County.

4. The easement shall terminate upon the completion of the project; provided, however, that the Owner covenants not to modify the grade established prior to termination 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Temporary Turnaround and Construction Easement for ingress and egress during the period of construction related to extending Balmoral Forest Road in a southerly direction, and during any subsequent period in which maintenance, repairs, or reconstruction thereof may be necessary. The temporary turnaround and construction easement shall automatically become

null and void at such time as the construction related to extending Balmoral Forest Road in a southerly direction is complete, and shall be 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 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 right to use adjoining land of the Owner where reasonably 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 the easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.
4. The Owner reserves the right to construct and maintain roadways over the easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of 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, 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 is hereby

acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Flood Plain and Storm Drainage Easements for the purpose of reserving a natural flood plain and drainage way, 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 is hereby acknowledged, the Owner does hereby grant and convey to the County, its successors and assigns, a Sight Distance Easement through and across the Property, in the location 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 easement 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 easement.
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.

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 is hereby acknowledged, the Owner does hereby grant and convey to the County, its successors and assigns, a reservation for Transitional Screening Yards over and across portions of the Property, in the locations as more particularly bounded and described on the Plat, in accord with proffer number 1 of the Proffer Statement for the Property, approved by the County in RZ 92-W-007, as subsequently modified or amended.

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 is hereby acknowledged, the Owner does hereby grant unto the County, its successors and assigns, and unto the Association, its successors and assigns, Equestrian Trail Easements for the use of public equestrian trails through and across the Property, in the locations as more particularly bounded and described on the Plat. The easements shall be used exclusively for pedestrian, equestrian and non-motorized vehicular use, and shall be 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 Association and their respective 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 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 or the Association to erect any building or structure of a permanent nature on such adjoining land.
3. The County and Association 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 them to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trails; provided, however, that the County or the Association, as appropriate, at their 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 construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the County or Association for the purposes named; provided, however, that Owner shall not erect any building or other structure, including a fence, on the easements, without obtaining the prior written approval of the County and the Association.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Slope Maintenance Easement for the purpose of constructing and maintaining the necessary slopes and grades on, 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 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 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.

2. 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 slopes or grades; 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.

3. 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 Owner shall not erect any building or other structure, including a fence, 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 is hereby acknowledged, the Owner does hereby convey unto the Association, its successors and assigns, easements and rights-of-way for the purpose of constructing, using, and maintaining signs over and across the Property, in the locations as more particularly bounded and described on the Plat. The easements shall be subject to the following conditions:

1. The Association 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 thereof 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 construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the Association to erect any building or structure of a permanent nature on such adjoining land.

2. The Association shall have the use of the easement free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement hereby conveyed deemed by it to interfere with the proper and efficient construction, use, and maintenance of the easement.

3. The Association shall have the right, in its sole discretion, to install and maintain signs, walls, fences, lighting and other facilities appurtenant thereto, and to plant trees, shrubbery and other landscaping, within the easement, all of which shall remain the property of the Association, its 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 is 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, for the construction and maintenance of Common Driveways and for the construction and maintenance of public and private utilities, including sanitary lateral lines, all for the use and benefit of the owners, and their successors and assigns, of the Lots served thereby.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, with General Warranty of Title, all of Parcels A, C, and E, Section One (1), Balmoral Greens, for public park purposes, subject to the restriction, running with the land, that Parcels A, C, and E shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County department, and further subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the Association, with Special Warranty of Title, all of Parcels B and D, Section One (1), Balmoral Greens, subject to the restriction, running with the land, that Parcels B and D shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County

department, and further subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

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 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 Parcels A, B, C, D, and E, Section 1, Balmoral Greens, 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 Parcels A, B, C, D, and E 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 portion 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 as more particularly bounded and described on the Plat 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 of Dedication, Easement 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, owner and proprietor of the Property, and the Trustees.

THIS SPACE INTENTIONALLY LEFT BLANK

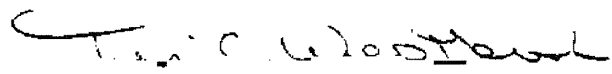
FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

BALMORAL ASSOCIATES, L.L.C.

By: 
Name: Ahmad H. Abdul-Baki
Title: Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

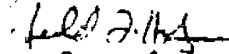
The foregoing instrument was acknowledged before me this 20 day of May,
1996, by Ahmad H. Abdul-Baki as Manager of
BALMORAL ASSOCIATES, L.L.C., on behalf of the limited liability company.


Notary Public

My Commission Expires: 4/30/98

89782 1229

BALMORAL GREENS
HOMEOWNERS ASSOCIATION, INC.

By: 
Name: Gerald C. Henson, Jr.
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 20 day
of May, 1996, by Gerald C. Henson, Jr. as President
of BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC., on behalf of the
corporation.

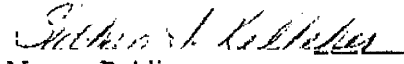

Notary Public

My Commission Expires: 4/30/98

089732 1230


DAVID PETERSON, TRUSTEE

The foregoing instrument was acknowledged before me on this the 17 day of May, 1996, by David Peterson, Trustee.


Notary Public

STOBHAN J. KEENER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 23, 1996

My Commission Expires: _____


DENNIS COOMBE, TRUSTEE

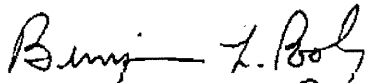
This foregoing instrument was acknowledged before me on this the 17 day of May, 1996, by Dennis Coombe, Trustee.



STOBHAN J. KEENER Notary Public
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 23, 1996

My Commission Expires: _____

CHEVY CHASE BANK, F.S.B.,
BENEFICIARY

By: 
Name: BENJAMIN L. POOLE
Title: VICE PRESIDENT

49732 1231

~~COMMONWEALTH OF VIRGINIA~~ *State of Maryland*
COUNTY OF *Montgomery*

The foregoing instrument was acknowledged before me this 17 day of May, 1996, by William L. Paley as Vice President of CHEVY CHASE BANK, F.S.B., BENEFICIARY, on behalf of the bank.

Sobhan J. Kelleher

Notary Public
SOBHAN J. KELLEHER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 25, 1996

My Commission Expires:

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

Approved as to form:
Albert W. Calkley
Assistant County Attorney

Director,
Department of Environmental
Management

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to wit:

This instrument was acknowledged before me by Barry D. Sherman Director, Department of Environmental Management, on this the 15th day of August, 1996.

Shirley E. Howell
Notary Public

My Commission Expires: Oct 30, 2000

plat attached

AUG 16 1996

RECORDED FAIRFAX CO VA
TESTE:
[Signature]

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT and CONVEYANCE is made as of this 16th day of DECEMBER, 1996, by BALMORAL ASSOCIATES L.L.C. a Virginia limited liability company ("Owner") (Grantor); DAVID PETERSON and DENN COOMBE, TRUSTEES, either of whom may act ("Trustees") (Grantor); CHEVY CHASE BANK, F.S.B., Beneficiary ("Beneficiary") (Grantor); BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association" (Grantee); THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County") (Grantee and Grantor); and THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic ("Authority") (Grantee).

WITNESSETH:

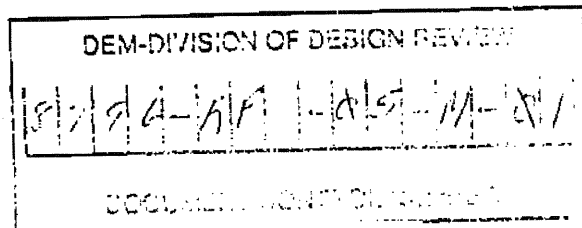
WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (Tax Map No. 075-1-09-0000-A (part)) (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. RPA-4515), dated July, 1996, entitled "Plat Section 2 BALMORAL GREENS Being Part of Parcel "A" Balmoral," prepared by Dewberry and Davis of Fairfax, Virginia (the "Plat"), having acquired the Property by deed recorded in Deed Book 9663, at page 252, among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, it is the desire and intent of the Owner to subdivide a portion of the Property and to dedicate, grant, and convey a portion of the Property for public street purposes 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 County, unto the Association, and unto the Authority the easements in the locations as shown on the Plat; and

LAW OFFICES
Hazel & Thomas
A PROFESSIONAL CORPORATION

5.5.2
GDL



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

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated March 28, 1996, and recorded in Deed Book 9663, at page 261, among the Land Records ("Deed of Trust"), wherein the Property was conveyed to the Trustees, in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner, together with the Trustees, as authorized by the Beneficiary, as evidenced by its execution hereof, does hereby subdivide the property into lots and parcels, to be known as Lots Eight (8) through Twelve (12), inclusive, Lots Fourteen (14) through (19), inclusive, Lots Twenty-two (22) through Twenty-six (26), inclusive, Lots Twenty-eight (28) through Thirty (30), inclusive, Lots One Hundred Seventy-eight (178) through One Hundred Eighty-two (182), inclusive, Parcel Thirteen (13), Parcel Twenty (20), Parcel Twenty-one (21), Parcel Twenty-seven (27), and Parcels F, H, I, J, and K, Section Two (2), Balmoral Greens, 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 is hereby acknowledged, the Owner does hereby dedicate to public street purposes and convey to the County, in fee simple, the 254,564 square feet 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, as shown 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, (i) 20' Access Easements for the purpose of ingress and egress by County maintenance vehicles over and across the Property, in the locations as more particularly bounded and described on the Plat, and (ii) ingress and egress easements for the purpose of ingress and egress by County emergency, maintenance and police vehicles over and across Parcels I and K, all 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 portions of the Property subject to the easements.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Drainage Easements 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 through and across the Property, in the locations 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 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 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 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 no use shall be made of the easements 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Grading and Temporary Construction Easements for the purpose of performing grading and construction work and activities on, through and across the Property, in order to establish a new and permanent grade thereon, in the locations as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1. 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 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.

2. 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, grading, or maintenance of the Property; 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, or the reestablishment of the original grading on the Property.

3. 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 Owner shall not erect any building or other structure, including a fence, on the easements, without obtaining the prior written approval of the County.

4. The easements shall become null and void at such time as construction is completed; provided, however, that the Owner covenants not to modify the grade established prior to termination 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Temporary Turnaround Easement for the purpose of constructing and maintaining a road, over and across the Property in the location as more particularly bounded and described on the Plat. The temporary turnaround easement shall automatically become null and void at such time as Balmoral Greens Avenue is extended in accord with County standards and accepted by the Virginia Department of Transportation, and shall be subject to the following conditions:

1. All sewers, manholes, inlet structures, 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 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 right to use adjoining land of the Owner where reasonably 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 the

easement; 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 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 the easement by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, including a fence, on the easement 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Flood Plain and Storm Drainage Easements for the purpose of reserving natural flood plains and drainage ways, 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 as "Flood Plain and Storm Drainage Esmt" and "Detention Pond & Storm [Stm] Drain [Drn] Esmt" 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 is 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, and the owner of the portions of the Project subject to the easements.

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 is 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 open space, vegetation, topography, habitat and other natural features now existing on and across the Property, as more particularly bounded and described on the Plat, subject to the following terms and conditions:

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

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

3. In the event of any violation of these conservation easements, the Owner shall be solely responsible for the restoration of the conservation easements to their 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 areas 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.

4. The Owner and the County agree 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 portions of the Property subject to such easements.

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 is hereby acknowledged, the Owner does hereby grant unto the County, its successors and assigns, and unto the Association, its successors and assigns, Trail Easements for the use and maintenance of public equestrian trails through and across the Property, in the locations as more particularly bounded and described on the Plat. The easements shall be used exclusively for pedestrian, equestrian and non-motorized vehicular use, and shall be 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 Association and their respective 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 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 or the Association to erect any building or structure of a permanent nature on such adjoining land.
3. The County and Association 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 them to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trails; provided, however, that the County or the Association,

as appropriate, at their 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 construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the County or Association for the purposes named; provided, however, that Owner shall not erect any building or other structure, including a fence, on the easements, without obtaining the prior written approval of the County and the Association.

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 is hereby acknowledged, the Owners do hereby grant and convey unto the Association, its successors and assigns, Sign and Temporary Construction Easements for the purpose of construction, use and maintenance of signs and entrance features, 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 Association 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 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 Association to erect any building or structure of a permanent nature on such adjoining land.

2. The Association shall have the use of the easements free from any obstruction and shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, use, or maintenance of the signs or entrance features.

3. The Association shall have the right in its sole discretion to construct and maintain signs, entrance features, walls, fences, lighting and any facilities appurtenant thereto, and to plant and maintain trees, shrubbery and other landscaping within the easements, all of which shall remain the property of the Association, its 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 is 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 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 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 reseeded 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 it is seized of and has 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, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby create, establish and reserve unto itself, and its successors and assigns, as the owner of Lot 182, Section 2, Balmoral Greens, a 10' Access Easement over and across Lots 180 and 181, Section 2, Balmoral Greens, in the location as more particularly bounded and described on the Plat, for the purpose of access for construction and maintenance of septic fields for Lot 182, subject to the following terms and conditions:

1. All driveways and all appurtenant facilities installed in the easement and right-of-way shall be and remain the property of the owner of Lot 182, its successor and assigns, who shall properly maintain the easement and such facilities.
2. The owner of Lot 182, 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 the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions in the easement.
3. The Owner, as the owner of Lots 180 and 181, reserves the right to construct and maintain roadways over the easement and to make any use of the easement which is not inconsistent with, or does not interfere with, the rights reserved herein to the owner of Lot 182.

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 is hereby acknowledged, the Owner does hereby dedicate, grant and convey unto the County, in fee simple, with Special Warranty of Title, all of Parcels F, H, and J, Section Two (2), Balmoral Greens, for public park purposes, subject to the restriction, running with the land, that Parcels F, H, and J shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County department, and further subject to all covenants, conditions,

restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the Association, with Special Warranty of Title, all of Parcels I and K, Section Two (2), Balmoral Greens, subject to the restriction, running with the land, that Parcels I and K shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County department, and further subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

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 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 Parcels F, H, I, J, and K, Section Two (2), Balmoral Greens, 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 Parcels F, H, I, J, and K 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 portion 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 as more particularly bounded and described on the Plat 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 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 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, owner and proprietor of the Property, and the Trustees.

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DK 9886 1017

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

BALMORAL ASSOCIATES, L.L.C.

By: *Jeffrey Snider*
Name: *JEFFREY SNIDER*
Title: *Co-Manager*

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this *16th* day of *December*
1996, by *Jeffrey Snider* as *Co-Manager* of
BALMORAL ASSOCIATES, L.L.C., on behalf of the limited liability company.

[Signature]
Notary Public

My Commission Expires: *3-31-2000*

BK 9885 1018

David Peterson
DAVID PETERSON, TRUSTEE

The foregoing instrument was acknowledged before me on this the 17th day of December, 1946, by David Peterson, Trustee.

Liberah S. Moskow
Notary Public

My Commission Expires: January 20, 1997

DENNIS COOMBE, TRUSTEE

This foregoing instrument was acknowledged before me on this the _____ day of _____, 19____, by Dennis Coombe, Trustee.

Notary Public

My Commission Expires: _____

CHEVY CHASE BANK, F.S.B.,
BENEFICIARY

By: *Benjamin L. Book*
Name: Benjamin L. Book
Title: Vice President

State of Maryland
COMMONWEALTH OF VIRGINIA
COUNTY OF *Montgomery*

The foregoing instrument was acknowledged before me this *17th* day of *December*,
1996, by *Benjamin L. Book* as *Vice President* of
CHEVY CHASE BANK, F.S.B., BENEFICIARY, on behalf of the bank.

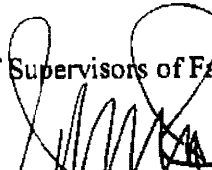
S. Deborah S. Mastros
Notary Public

My Commission Expires: *January 20, 1997*

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

Approved as to form:

Albert W. Cahley
Assistant County Attorney



Director,
Department of Environmental
Management

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to wit:

This instrument was acknowledged before me by *Steven Birmingham*
Director, Department of Environmental Management, on this the 19th day of December, 1996

Shirley D. Donnell
Notary Public

My Commission Expires: Oct 31, 2000

with plat attached

DEC 23 96

20 RECORDED FAIRFAX CO VA
TESTE: *John J. Fry*
CLERK

THIS DEED OF SUBDIVISION, EASEMENT and CONVEYANCE is made as of this 4th day of JUNE, 1996, by BALMORAL ASSOCIATES L.L.C., a Maryland corporation ("Owner") (Grantor); DAVID PETERSON and DENNIS COOMBE, TRUSTEES, either of whom may act ("Trustees")(Grantor); CHEVY CHASE BANK, F.S.B., Beneficiary ("Beneficiary")(Grantor); and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County")(Grantee).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (Tax Map No. part of 075-1-09-A) (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (File No. RPA-4476), dated ~~February~~ ^{July} 1996, entitled "Plat Parcel "L" Balmoral Greens Being Part of Parcel "A" Balmoral," and prepared by Dewberry and Davis of Fairfax, Virginia (the "Plat"), having acquired the Property by deed recorded in Deed Book 9663, at page 252, among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, it is the desire and intent of the Owner to subdivide a portion of the Property in accordance with this Deed of Subdivision, Easement and Conveyance and the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County the 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 County the Property in accordance with this Deed of Subdivision, Easement and Conveyance and the Plat; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated March 28, 1996, and recorded in Deed Book 9663, at page 261. Among the Land Records

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 IN OFFICES
Thomas
 LEGAL CORPORATION

("Deed of Trust"), wherein the Property was conveyed to the Trustees, in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which is hereby acknowledged, the Owner, with the consent of the Trustees, as authorized to act by the Beneficiary, as shown by its execution hereof does hereby subdivide the property into a parcel, to be known as Parcel "L", Balmoral Greens, 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 is 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 through and across the Property, 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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Conservation Easements for the purpose of conserving and preserving undisturbed the existing natural vegetation, topography, habitat and other natural features now existing on and across the Property, as more particularly bounded and described on the Plat, 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 the 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 prior written approval of the appropriate agency or department of the 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 his 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.
4. The Owner and the County agree that the agreements and covenants stated in this 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 portion of the Property subject to such easement.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Grading and Temporary Construction Easement for the purpose of establishing new grade or topography and performing construction work and activities on, through and across the Property, to establish a new and permanent grade thereon, in the

location as more particularly bounded and described on the Plat as "Temporary Construction and Grading Esmt," subject to the following terms and conditions:

1. The County 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 enjoyment and exercise of the easement and right-of-way, including the right of reasonable access to and from the right-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual 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.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, grading, or maintenance of the Property; 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, or the reestablishment of the original grade or topography on the Property.

3. The Owner reserves the right 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 the easement by the County for the purposes named, provided, however, that Owner shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the County.

4 The temporary construction easements shall terminate when construction is completed.

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 is hereby acknowledged, the Owner does hereby grant and convey unto the County, with General Warranty of Title, all of Parcel L, Balmoral Greens, for public park purposes, subject to the restriction, running with the land, that Parcel L shall not be denuded, defaced nor disturbed in any manner, at any time, without the approval of the appropriate County department, and further subject to all covenants, conditions, restrictions, agreements, rights-of-way and easements of record, including the easements granted herein.

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 is hereby acknowledged, the Trustees, as authorized to act by the Beneficiary, as shown by its execution hereof, do hereby release and discharge from the lien of the Deed of Trust Parcel L, Balmoral Greens.

TO HAVE AND TO HOLD Parcel L 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 portion of the Property described above from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

This Deed of 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

3K9806 0994

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, owner and proprietor of the Property.

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FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS.

BALMORAL ASSOCIATES L.L.C.

By: [Signature]
Name: Mr. H. Abdul-Falah
Title: MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

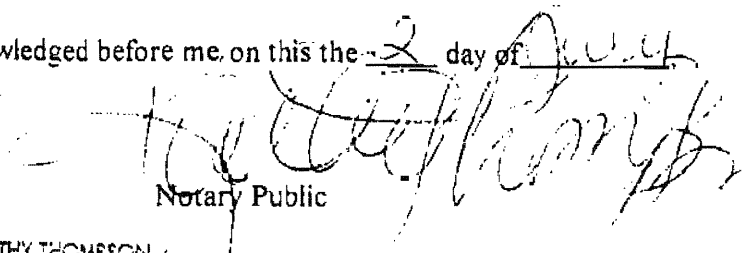
The foregoing instrument was acknowledged before me this 4 day of JUNE, 1998, by ABDUL FALAH as MANAGER of BALMORAL ASSOCIATES L.L.C., on behalf of the corporation. ABDUL FALAH

[Signature]
Notary Public

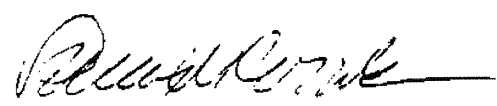
My Commission Expires: 4/30/98


DAVID PETERSON, TRUSTEE

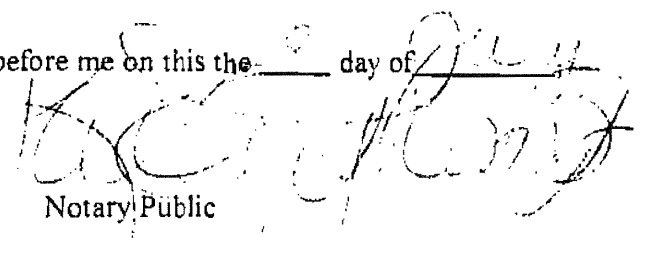
The foregoing instrument was acknowledged before me on this the 2 day of July, 1994, by David Peterson, Trustee.


Notary Public

My Commission Expires: KATHY THOMPSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 29, 1990


DENNIS COOMBE, TRUSTEE

This foregoing instrument was acknowledged before me on this the 9 day of July, 1996, by Dennis Coombe, Trustee.


Notary Public

My Commission Expires: KATHY THOMPSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 29, 1999

CHEVY CHASE BANK, F.S.B.,
BENEFICIARY

By: Benny L. Boyd
Name: Benny L. Boyd
Title: President

Maryland
COMMONWEALTH OF VIRGINIA
COUNTY OF Stafford

The foregoing instrument was acknowledged before me this 2 day of July
1996 by Benny L. Boyd as President of
CHEVY CHASE BANK, F.S.B., BENEFICIARY, on behalf of the bank.

[Signature]

Notary Public

LARRY THOMPSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 22, 1999

My Commission Expires:

8K9806 099c

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

APPROVED AS TO FORM:

Robert W. Miller
Assistant County Attorney

for *Stephen A. Zapp*
Director
Department of Environmental Management

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

The foregoing instrument was acknowledged before me by
Stephen A. Zapp
this 14th day of September, 1996.

Mark S. Smith
Notary Public

My commission expires: *11/30/2000*

with plat attached

SEP 16 1996

RECORDED FAIRFAX CO VA
TESTE: *[Signature]*
CLERK

1614 Westwood Center, 07 210
Virginia, VA 22162

**THIS DECLARATION OF COVENANTS AND DEED OF DEDICATION,
SUBDIVISION, EASEMENT, CONVEYANCE, AND SUPPLEMENTARY DECLARATION**

is made and entered into this 14th day of NOVEMBER, 1997, by and between BALMORAL ASSOCIATES, L.L.C., a Virginia limited liability company ("Owner"), Grantor; DAVID PETERSON and DENNIS COOMBE, TRUSTEES, either of whom may act ("Trustee") Grantor;

CHEVY CHASE BANK, F.S.B., ("Beneficiary"), Grantor; BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation (the "Association"),

Grantee; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (the "County"), Grantee; and THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic ("Authority"), Grantee.

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference, Plat Number RPA-4598, dated July, 1997, entitled "Plat Section 4 Balmoral Greens" and prepared by Dewberry & Davis (the "Plat"), having acquired the Property by deed recorded in Deed Book 9633 at Page 252, among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust recorded in Deed Book 9663 at Page 261, among the Land Records, wherein the property was conveyed to the Trustees, in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein; and

DEM DIVISION OF DEEDS AND MORTGAGES
8796 REP 10-M-01

ER 10265 0690

98-1019474

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WHEREAS, it is the desire and intent of the Owner to subdivide a portion of the Property and to dedicate, grant, and convey a portion of the Property for public street purposes in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County, unto the Association, 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 grant and convey unto the County, and unto the Association, portions of the Property in accordance with this Deed and in the locations as shown on the Plat; and

WHEREAS, the Owner is the "Declarant" as defined in the Declaration of Covenants, Conditions, and Restrictions for the Balmoral Greens Homeowners Association recorded in Deed Book 9783 at Page 637 among the Land Records (hereinafter, together with each amendment thereto recorded prior to this Deed, if any, collectively referred to as the "Declaration"); and

WHEREAS pursuant to the Declaration the Owner intends that Lots 153 thru 164, inclusive, Lots 166 thru 177, inclusive, and Lots 31 thru 53, inclusive, and Parcels "M", "N", "O", "P", "Q", "R", and "S" (as created herein) become subject to the Declaration; and

WHEREAS, it is the desire and intent of the Owner that the designated portion of the Property identified on the Plat as "Conservation Esmt." (such designated area being described herein as the "Conservation Area") shall be preserved, protected and maintained for all time in perpetuity as a valuable natural asset through and across the Property as open space; and

WHEREAS, in order to assure the preservation, protection and maintenance of the Conservation Area, Owner is making the Declaration of Conservation Area Covenants as set

ER 10265 0691

EX 16205 0692

forth below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged the Owner together with the Trustees, as authorized to act by the Beneficiary, as shown by their execution hereof, do hereby subdivide the Property into Lots 153 thru 164, inclusive, Lots 166 thru 177, inclusive, and Lots 31 thru 53, inclusive, Balmoral Greens, Section 4, containing approximately 2,380,792 square feet, and Parcels "M", "N", "O", "P", "Q", "R", and "S", Balmoral Greens, Section 4, containing approximately 2,606,853 square feet in the aggregate, all as further shown on the Plat.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged the Owner together with the Trustees, as authorized to act by the Beneficiary, as shown by their execution hereof, do hereby dedicate to public street purposes and convey to the County, in fee simple, the 248,441 square feet 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, as shown on the Plat.

THIS DEED FURTHER WITNESSETH that by rights established in the Declaration, the Owner as Declarant, with the consent and approval of the Trustees and Beneficiary, hereby declares that Lots 153 thru 164, inclusive, Lots 166 thru 177, inclusive, and Lots 31 thru 53, inclusive, and Parcels "M", "N", "O", "P", "Q", "R", and "S" described herein shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration recorded in Deed Book 9783 at Page 637 among the Land Records.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is 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 the County Emergency, Maintenance and Police Vehicles over and across the Property (including all private streets), as more particularly bounded and described in ~~that~~ ~~the~~ ~~same~~ ~~as~~ ~~shown~~ ~~on~~ ~~the~~ ~~plat~~ ~~attached~~ ~~hereto~~ ~~and~~ ~~incorporated~~ ~~herein~~. The easement(s) are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easement(s) and right(s)-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 County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-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 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 successors and assigns.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Drainage Easement(s), and

BR10205 0693

Temporary Storm Drainage Easement(s) for the purposes of constructing, operating, maintaining, adding 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, said Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

1. ~~All storm drainage and appurtenament facilities which are installed in the easements~~ and right(s)-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-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 which are 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(s) which may not

BR 10055 0698

be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however, that no use shall be made of the easement(s) which shall interfere with the natural drainage.

5. Said Temporary Storm Drainage Easement(s) shall become null and void at such time as an alternative storm drainage easement is approved by an appropriate agency or department of the County.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Flood Plain and Storm Drainage Easement(s) for the purposes of reserving natural flood plains and drainage ways, 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 water drainage and its transmission through and across the Property, said Easement(s) being more particularly bounded and described as "Flood Plain and Storm Drainage Easement [F&Smt]" and "Flood Plain, Detention Pond and Storm Drain Easement [Esmt]" on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements and right(s)-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining

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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 which are 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 reseeded 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 easement(s) without specific written authorization from Fairfax County and no use shall be made of the easement(s) which would interfere in any way with the natural drainage.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of 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, said easement(s) and rights-of-way being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

PR 1025 6696

1. All water mains and appurtenant facilities which are installed in the easements and right(s)-of-way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents and assigns shall have full and free use of said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right to use adjoining land when necessary; provided, however, that this right to use adjoining 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, structure or facility of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or adjoining 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 adjoining 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, the replacement and repair of roads, parking areas and sidewalks, 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 within the easement, but shall not include the replacement of trees or the replacement of other structures and other facilities located within the easement.

EX-100-5 0597

The Owner reserves the right to construct and maintain roadways, parking areas, sidewalks, and walkways over said easement and to make any use of the easement(s) herein which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) 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.

BK 1205-0698

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 it is seized of and has the right to convey said easements, rights and privileges that the Authority 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 sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, and unto the Association, its successors and assigns, 15' Equestrian Trail Easement(s) for the use and maintenance of public.

equestrian trails through and across the Property, said Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) shall be used exclusively for pedestrian, equestrian and non-motorized vehicular use, and shall be subject to the following conditions:

1. All facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its agencies and persons.
2. The County and Association and their respective agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right of access to and from the right(s)-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 surveying, construction or maintenance, and further, this right shall not be construed to allow the County or the Association to erect any building, structure or facility of a permanent nature on such adjoining land.
3. The County and Association shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said sewers; provided, however, that the County or the Association as appropriate, 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.

CR 10245-0599

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

THIS DEED FURTHER WITNESSETH that, the Owner hereby declares the Property shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Owner and all persons and entities that may hereafter acquire any interest whatsoever in the Property, or any part thereof, from Owner, or any successor or assign of Owner, or any other party (all such persons and entities being referred to herein as "Transferees"), whether by sale, lease, assignment, hypothecation or any other means of transfer (all of the foregoing being referred to as a "Transfer") at any time after the date hereof for all time in perpetuity.

1. The Conservation Area shall be preserved, protected and maintained as a valuable asset through and across the Property, subject to all terms and conditions set forth in this Declaration.

2. No use shall be made of, nor shall any improvements be made within the Conservation Area without prior written approval of the County in its governmental and regulatory capacity as a political subdivision of the Commonwealth of Virginia; which approval shall not be effective until recorded among the Land Records.

3. All existing vegetation in the Conservation Area shall be preserved and protected

DR 16265 0700

and no clearing nor grading shall be permitted thereof, nor shall the Conservation Area be denuded, defaced or otherwise disturbed in any manner, without prior written approval of the County which approval shall not be effective until recorded among the Land Records.

4. The Covenants set forth in this Declaration shall not be deemed merged with the fee, it being the intent of Owner that the Covenants set forth herein regarding the Conservation Area shall be binding on Owner and all Transferees.

5. All Transferees by virtue of accepting any interest in the Property, agree that the Covenants stated in this Declaration are not covenants personal to Owner but are Covenants running with the land which are and shall be binding upon Owner, and all Transferees. All deeds conveying any interest in any of the Property shall be and are expressly subject to these Covenants without exception.

6. Owner, for itself and all Transferees, hereby irrevocably assigns, transfers and conveys to the County, all right, title and interest to enforce and maintain in full force and effects the terms, conditions and requirements of these Covenants.

7. If the County shall determine that any default has occurred under these Covenants, the County may enforce these Covenants by proceeding at law, or in equity, against the persons or entities violating or attempting to violate any of these Covenants herein contained, either to restrain any violation hereof or to recover damages, including without limitation attorney's fees, including the value of legal services if provided by the Fairfax County Attorney's Office, and all the costs of collection. No remedy conferred upon or reserved to the County by these Covenants is intended to be exclusive of any other available remedy or remedies but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants.

existing at law or equity. No delay or omission to exercise any right or power conferred hereunder will impair any such right or power or will be construed to be a waiver thereof.

8. These Covenants are binding upon the Property, upon Owner and Owner's heirs, successors and assigns, and upon all Transferees of title and shall run with the land in perpetuity.

9. These Covenants cannot be amended, or released, unless by written instrument executed by the County which amendment or release shall not be effective until recorded among the Land Records.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant to the County, its successors and assigns, Conservation Easement(s), through and across the Property, for the purpose of conserving and preserving undisturbed the natural open space, vegetation, topography, habitat and other natural features now existing on and across the Property, as more particularly bounded and described on the Plat, and subject to the following terms and conditions:

1. No use shall be made of, nor shall any improvements be made within, the conservation easement areas without prior written authorization from the County.
2. All existing vegetation in the conservation easement areas shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement areas be denuded, defaced or otherwise disturbed without prior written approval of the appropriate agency or department of the County.

3. In the event of any violation of these conservation easements, the Owner shall be

EX-100-1174

solely responsible for the restoration of the conservation easements to their 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 areas 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.

4. The Owner and the County agree 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 portions of the Property subject to such easements.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Grading and Temporary Construction Easement(s) for the purpose of establishing new grade or topography and performing construction work and activities on through and across the Property, said Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

1. The County and its agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-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

ENCLOSURE 0763

a permanent nature on such adjoining land.

2. The County and its agents and assigns 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 which are deemed by it to interfere with the proper and efficient construction, operation and maintenance of the property, 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 restoration of the original grade or topography or replacement of structures, trees or other obstructions.

3. The Owner reserves the right to make any use of the easement(s) which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however, that the Owner shall not erect any building or structure, including a fence, on the easement(s) without the prior written approval of the County.

4. The Temporary Construction Easement(s) shall become null and void at such time as construction is completed.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Owner does grant and convey unto the County, its successors and assigns, a Temporary Turnaround Easement for the purpose of constructing and maintaining a road across the Property, said Easement being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following conditions:

1. All appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said 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 Owners where necessary; provided, however, that this right to use adjoining 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 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 obstruction or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said right-of-way; provided, provided, however, that the County at its own expense shall restore, as nearly as possible, the premises outside of the easement to their original condition, such restoration, including the backfilling of trenches, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, shrubbery or other obstructions.

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

CR 10255 .0709

5. This Temporary Turnaround Easement shall become null and void at such time as the street is extended in accordance with Fairfax County standards.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged. Owner does grant and convey unto the County, its successors and assigns, Restrictive Planting Easement(s) for the purpose of promoting the stability of the dam and/or regulating plant growth within the easement area of the dam, said Easement being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following conditions:

1. The Owner, its successors and assigns, shall not place any structure, bulb, plant tree or other object within the easement, except for grasses, without written permission of the County.

The Owner, its successors and assigns, agrees to maintain the easement area 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 judgement, 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. No clearing or grading shall be permitted, and the easement area shall not be denuded, defaced or otherwise disturbed in any manner, without prior written approval of the appropriate agency or department of Fairfax County. The Owner otherwise reserves the right to make any use of the easement area that will not be inconsistent with the terms and conditions of this easement.

4. This easement does not constitute a covenant personal but is a covenant running

EX-100-5 0706

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 sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant, bargain, sell and convey unto the Association, with General Warranty of Title, Parcels "M", "N" (Cemetery); and "Q" as shown on the Plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, right(s)-of-way and easements contained in the Deed forming the chain of title to this property, and this conveyance is made subject to the terms of the Declaration of Covenants, Conditions and Restrictions for the Association, recorded among the Land Records of Fairfax County, Virginia, and incorporated herein and made a part hereof by reference, to which Declaration the Association agrees to be specifically bound, by acceptance of this conveyance.

This conveyance is made subject to the further condition and restriction that Parcels "M", "N" (Cemetery), and "Q" shall not be denuded, defaced, or otherwise disturbed in any manner at any time without the approval of the appropriate county department.

The Owner covenants that the Owner has the right to convey the herein described property to the Association; that the Owner has done no act to encumber the same; that the Association shall have quiet and peaceable possession thereof; free from any claim of any persons whomsoever; and that the Owner will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant,

bargain, sell and convey unto the County, with General Warranty of Title, Parcels "O", "P", "R" and "S" as shown on the Plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, right(s) of way and easements contained in the Deed forming the chain of title to this property, and this conveyance is made subject to the terms of the Declaration of Covenants, Conditions and Restrictions for the Association, recorded among the Land Records of Fairfax County, Virginia, and incorporated herein and made a part hereof by reference, to which Declaration the County agrees to be specifically bound, by acceptance of this conveyance.

This conveyance is made subject to the further condition and restriction that Parcels "O", "P", "R", and "S" shall not be denuded, defaced, or otherwise disturbed in any manner at any time without the approval of the appropriate county department.

The Owner covenants that the Owner has the right to convey the herein described property to the County; that the Owner has done no act to encumber the same; that the County shall have quiet and peaceable possession thereof; free from any claim of any persons whomsoever; and that the Owner will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Trustees, as authorized to act by the Beneficiary, as shown by their execution herein, do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public street purposes and Parcels "M", "N", "O", "P", "Q", "R" and "S" as shown on the Plat, and does hereby consent to and 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 Parcels "M", "N", "O", "P", "Q", "R" and "S" unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that the release of the portion of the Property described from ~~the lien of the Deed of Trust and the subordination of the lien of the Deed of Trust to~~ easements granted herein as more particularly bounded and described on the Plat 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 and to the land conveyed thereby and not released hereby, subject to said subordination.

This agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THIS DECLARATION OF COVENANTS AND DEED OF DEDICATION, SUBDIVISION, EASEMENT, CONVEYANCE, AND SUPPLEMENTARY DECLARATION 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 signature affixed to the Plat attached hereto, and is in accordance with the free consent of the Owner, the Trustees, and proprietor of the Property embraced within the bounds of said subdivision.

WITNESS the following signatures:

EX 10205 0709

BALMORAL ASSOCIATES, L.L.C.
a Virginia limited liability company

By: _____
Title: _____

[Handwritten signature]
Combs

Commonwealth of Virginia
City/County of Fairfax to-wit:

The foregoing instrument was acknowledged before me by Jeffrey Snider
as Co-Manager of BALMORAL ASSOCIATES,
L.L.C., this 18th day of November, 1997.

[Handwritten signature]
Notary Public

My commission expires: July 31, 1999

0110 550110

BALMORAL GREENS HOMEOWNERS
ASSOCIATION, INC., a Virginia non-stock
corporation

[Signature]
Title: PRESIDENT

Commonwealth of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me by Brian Bressner
as President of BALMORAL GREENS HOMEOWNERS
ASSOCIATION, INC. this 18th day of November, 1997.

[Signature]
Notary Public

My Commission expires: July 31, 1999

CR10205 0711

DEED OF CONFIRMATION OF
FIRST AMENDED DECLARATION
FOR BALMORAL GREENS

THIS DEED OF CONFIRMATION OF FIRST AMENDED DECLARATION FOR
BALMORAL GREENS is made as of *February 28, 1997* by/BALMORAL
ASSOCIATES, L.L.C., /BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC.,
/RENAISSANCE AT BALMORAL, INC. and/NVR HOMES, INC.

RECITALS

R-1 WHEREAS, Balmoral Associates, L.L.C. and Balmoral
Greens Homeowner Association, Inc. (the "Association") executed
and recorded the Declaration for Balmoral Greens ("Initial
Declaration") dated May 17, 1996 and recorded August 16, 1996 in
Deed Book 9783 at Page 637 among the land records for Fairfax
County, Virginia ("Land Records"), submitting certain real estate
further described in the Initial Declaration to the covenants,
charges, restrictions, easements and liens contained in the
Initial Declaration;

R-2 WHEREAS, Balmoral Associates, L.L.C. and the
Association subsequently executed and recorded a First Amended
Declaration for Balmoral Greens ("First Amended Declaration")
dated December 17, 1996 and recorded December 26, 1996 in Deed
Book 9888 at Page 1060 among the Land Records;

R-3 WHEREAS, prior to the time of the recordation of the
First Amended Declaration, a portion of the real estate, as
further described in Exhibit A attached hereto ("Subject
Property"), had been conveyed to Renaissance at Balmoral, Inc.
and NVR Homes, Inc.;

BR 9945 1647

Vienna, Virginia 22182

R-4 WHEREAS Balmoral Associates, L.L.C. and Balmoral Greens Homeowners Association, Inc. intended that the Subject Property be subject to the First Amended Declaration;

R-5 WHEREAS Renaissance at Balmoral, Inc. and NVR Homes, Inc. are now the owners of the Subject Property;

R-6 WHEREAS, Renaissance at Balmoral, Inc. and NVR Homes, Inc. wish to submit the Subject Property to the terms of the First Amended Declaration;

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Balmoral Associates, L.L.C., Balmoral Greens Homeowners Association, Inc., Renaissance at Balmoral, Inc. and NVR Homes, Inc. agree as follows:

1. That the terms of the First Amended Declaration except as herein amended are confirmed.
2. That the Subject Property shall be subject to the terms of the First Amended Declaration as if Renaissance at Balmoral, Inc. and NVR Homes, Inc. had joined in the execution of the First Amended Declaration.

IN WITNESS WHEREOF, the Parties have executed this Deed of Confirmation of First Amended Declaration for Balmoral Greens.

BALMORAL ASSOCIATES, L.L.C.

By: AA
Name: Ahmed Abdul-Baki
Title: Co-Manager

STATE OF Virginia :
COUNTY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Ahmed Abdul-Baki on behalf of BALMORAL ASSOCIATES, L.L.C., whose name is signed to the foregoing Deed of Confirmation bearing the date of the 4th day of February, 1997, has acknowledged the same before me in my county aforesaid.


Given under my hand this 4th day of February, 1997.

AA
Notary Public

My Commission Expires:
3-31-2000

BK 9945 1650

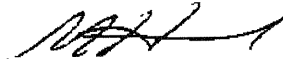
BALMORAL GREENS HOMEOWNERS
ASSOCIATION, INC.

By: 
Name: Brian D. Pressman
Title: President

STATE OF Virginia :
COUNTY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Brian Pressman, on behalf of BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC. whose name is signed to the foregoing Deed of Confirmation bearing the date of the 4th day of February, 1997, has acknowledged the same before me in my county aforesaid.

Given under my hand this 4th day of February, 1997.


Notary Public

My Commission Expires: -

3-31-2000

BK 9945 1653

EXHIBIT A

All that certain property known as Lots 106, 108, 110, 111, 115, 117, 119, and 120, Section One, Balmoral Greens.

H:\WPDATA\CLIENT\02\02556\970102.DED

MAR 13 97

RECORDED FAIRFAX CO VA
TESTE:
John J. Frey
CLERK

*Certificate of
Annual Report*

2008 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION



① CORPORATION NAME:
 BALMORAL GREENS HOMEOWNERS ASSOCIATION, INC.

DUE DATE: **03/31/08**

② VA REGISTERED AGENT NAME AND OFFICE ADDRESS: ENTITY
 REES BROOME PC

CORPORATE ID: **0461969-8**

8133 LEESBURG PIKE 9TH FL

⑤ STOCK INFORMATION

③ CITY OR COUNTY OF VA REGISTERED OFFICE:
 VIENNA, VA 22182-2706
 129-FAIRFAX COUNTY

CLASS	AUTHORIZED

④ STATE OR COUNTRY OF INCORPORATION:
 VA-VIRGINIA

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the attached instruction sheet. Type or print in black only. If item ⑥ is blank or incorrect, you must add or change the principal office address where indicated. If item ⑦ is blank or incorrect, you must add or change the director and officer information where indicated.

⑥ PRINCIPAL OFFICE ADDRESS:




<input type="checkbox"/> Mark this box if address shown below is correct	If address is blank or incorrect, add or correct below
ADDRESS: 4455 BROOKFIELD CORP DR STE 106	ADDRESS: c/o National Realty Partners 365 Herndon Parkway, Suite 111 Herndon, VA 20170
CITY/ST/ZIP: CHANTILLY, VA 20151	CITY/ST/ZIP:

⑦ DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
 An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input checked="" type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>
NAME: JIM WESTBROOK	NAME: Jerry Hogge
TITLE: PRESIDENT	TITLE: President
ADDRESS: 7420 UNION RIDGE RD	ADDRESS: 7508 Weymouth Hill Rd
CITY/ST/ZIP: CLIFTON, VA 20124	CITY/ST/ZIP: Clifton, VA 20124

I AFFIRM THAT THE INFORMATION CONTAINED IN THIS REPORT IS ACCURATE AND COMPLETE.




 SIGNATURE OF DIRECTOR/OFFICER LISTED IN THIS REPORT PRINTED NAME AND CORPORATE TITLE DATE

It is a Class 1 misdemeanor for any person to sign a document he knows is false in any material respect with intent that the document be delivered to the Commission for filing.

2008 ANNUAL REPORT CONTINUED

DUE DATE: 03/31/08

CORPORATE ID: 0461969-8

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

⑦ DIRECTORS AND PRINCIPAL OFFICERS (continued):

Mark appropriate box unless area below is blank: <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: TODD TIMM TITLE: VICE PRESIDENT ADDRESS: 13320 IVAKOTA FARM ROAD CITY/ST/ZIP: CLIFTON, VA 20124	NAME: TITLE: ADDRESS: CITY/ST/ZIP:
Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input checked="" type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>
NAME: RAY SASAKI TITLE: TREASURER ADDRESS: 13305 BALMORAL FOREST COURT CITY/ST/ZIP: CLIFTON, VA 20124	NAME: <i>Brenda moore</i> TITLE: <i>Treasurer</i> ADDRESS: <i>7078 Balmoral Forest Rd</i> CITY/ST/ZIP: <i>Clifton, VA 20124</i>
Mark appropriate box unless area below is blank: <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: MICHAEL PARK TITLE: SECRETARY ADDRESS: 1524 DETWILLER DRIVE CITY/ST/ZIP: CLIFTON, VA 20124	NAME: TITLE: ADDRESS: CITY/ST/ZIP:
Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input checked="" type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Replacement
OFFICER <input type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>
NAME: JERRY HOGGE TITLE: DIRECTOR ADDRESS: 7508 WEYMOUTH HILL ROAD CITY/ST/ZIP: CLIFTON, VA 20124	NAME: <i>James Axelrod</i> TITLE: <i>Director</i> ADDRESS: <i>7508 Weymouth Detwiler Rd</i> CITY/ST/ZIP: <i>Clifton, VA 20124</i>