

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT AND CONVEYANCE is made this 3rd day of September, 1981, by and between HILLS INVESTMENT, INC., a Maryland corporation, party of the first part; DENNIS M. GRIFFITH, TRUSTEE, party of the second part; CAMILE JOE CYRTMUS, TRUSTEE, party of the third part; BARBARA J. FRIED, TRUSTEE, party of the fourth part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, party of the fifth part; the CITY OF FALLS CHURCH, VIRGINIA, a municipal corporation, party of the sixth part; and GREAT OAK SQUARE HOMEOWNERS ASSOCIATION, INC., party of the seventh part.

WITNESSETH:

WHEREAS, the party of the first part is the sole owner and proprietors of the hereinafter described property situate in Fairfax County, Virginia; and

WHEREAS, it is the desire and intent of the party of the first part to subdivide the hereinafter described property into lots and parcels; and to dedicate, grant and convey for public use the streets and thoroughfares in accordance with this Deed of Dedication and Subdivision and the plat attached hereto and made a part hereof, and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part, to grant and convey unto the Board of Supervisors of Fairfax County, Virginia, party of the fifth part, the utility easements in the locations as shown on the plat attached hereto and as hereinafter provided for; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto the City of Falls Church, Virginia, party of the sixth part, the utility easements in the locations shown on the plat attached hereto as hereinafter provided for; and

WHEREAS, the hereinafter described property is subject to the lien of certain Deeds of Trust dated July 1, 1981 and recorded in Deed Book 5570, at page 978 and Deed Book 5570, at page 985, by which the hereinafter described property was conveyed to Dennis M. Griffith and J.O. Guyant, Trustees (either one of whom may act), in trust to secure a certain indebted-

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edness more particularly set for therein; and

WHEREAS, the hereinafter described property is further subject to the lien of a certain Deed of Trust dated the 18th day of December, 1980, and recorded in Deed Book 5514, at page 198, by which the hereinafter described property was conveyed to Barbara J. Fried and E. EUGENE LUTHER, TRUSTEES, (either one of whom may act) in trust to secure a certain indebtedness more particularly described therein; and

WHEREAS, the hereinafter described property is further subject to the lien of a certain Deed of Trust dated the 8th day of December, 1980, and recorded in Deed Book 5514, at page 203, by which the hereinafter described property was conveyed to CAMILE JOE CYRTMUS and BONNIE R. RAYNES, TRUSTEES, (either one of whom may act), in trust to secure a certain indebtedness more particularly described therein; and

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, together with the party of the second, third and fourth parts, does hereby subdivide all of that certain tract or parcel of land in Fairfax County, Virginia, containing 13.7 acres and as more particularly described by metes and bounds in Schedule "A" attached hereto and incorporated herein by reference, to be known as Lots 1 through 64, both inclusive, Great Oak Square and Parcel "A", Great Oak Square, in accordance with the attached plat prepared by Coldwell Associates, Inc. which is attached hereto and made a part of this Deed of Dedication and Subdivision; and

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, together with the party of the second, third and fourth parts, does hereby grant and convey unto the Board of Supervisors of Fairfax County, Virginia, party of the fifth part, ("County") easements as hereafter set forth in the respective locations shown on the plat attached hereto and incorporated herein by reference as follows:

Easements and rights of way for the purpose of constructing, operating, maintaining, adding to or altering present

or future storm drainage lines or other drainage structures, including necessary inlet structures, manholes and appurtenances through and across the said property of the party of the first part, said storm drainage easements being more particularly bounded and described on the plat attached hereto; and easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines, including house connection lines, plus necessary inlet structures, manholes and appurtenances for the collection of sanitary sewage and its transmission through and across the said property of the party of the first part, said sanitary sewer and sanitary lateral easements being more particularly bounded and described on the plat attached thereto, subject to the following conditions:

1. All sewer, 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 said easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way including the right of 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 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 obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration, shall

include the backfilling of trenches, the replacement of fences, and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees or other facilities located within the easements.

4. The party of the first part 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 said easements by the county for the purposes named; provided, however, that the party of the first part 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, receipt of which is hereby acknowledged, the party of the first part with the parties of the second, third and fourth parts, does hereby convey unto the City of Falls Church, Virginia, party of the sixth part ("City"), its successors and assigns, easements and rights of way as shown on plat attached hereto and made a part hereof, 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 of the party of the first part, 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 City, its successors and assigns.

2. The City and its agents shall have full and free use of said easement and right of way for the purpose named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right of way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual 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 City to erect any building or structure of a permanent nature on such adjoining land.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the uses of said easements by the City of the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, except a fence, on the easement, without obtaining the prior written approval of the City.

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 party of the first part does hereby grant, bargain, sell and convey unto Great Oak Square Homeowners Association, Inc., party of the seventh part hereto, with General Warranty of Title, Parcel "A" as shown on the plat attached hereto and incorporated herein by reference;

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the deeds forming the chain of title to this property and is subject to the easements shown on the attached plat.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the second, third and fourth parts are authorized to act without the joinder of the Noteholders as shown by their execution of this Deed, do hereby release and discharge from the liens of the Deeds of Trust recorded as aforesaid in Deed Book 5570, pages 978 and 985; Deed Book 5514, page 203 and Deed Book 5514, page 196, those portions of the herein described property dedicated for public use, the easements (but not the underlying fee) and Parcel "A", as shown on plat attached hereto and incorporated herein by reference. TO HAVE AND TO HOLD said property unto the party of the first part, its successors and assigns, fully released and discharged from the lien and operation of the aforesaid Deeds of Trust. It is expressly understood that the release of the

portion of real estate hereinabove described in the lien of the Deeds of Trust as aforesaid; shall not affect in any wise the lien of the Deeds of Trust upon the other land conveyed thereby and not released hereby and the Deeds of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

This Dedication and Subdivision, Deed of Easement and Deed of 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 the plat attached hereto, and is with the free consent and in accordance with the desire of the undersigned owner, proprietor, Trustees and beneficiary.

As evidenced by their signatures hereto, the parties here to approve the Declaration of Covenants, Conditions and Restrictions as set forth on Schedule "B" which is made a part hereof.

WITNESS the following signatures and seals:

WILLS INVESTMENT, INC.

By [Signature] President

[Signature] (SEAL)  
DENNIS M. GRIFFITH, TRUSTEE

[Signature] (SEAL)  
CAMILLE JOE GYRTMUS, TRUSTEE

[Signature] (SEAL)  
BARBARA J. FRIED, TRUSTEE

STATE OF VIRGINIA

COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged in my presence on this the 3<sup>rd</sup> day of October, 1981, by [Signature] as [Signature] of WILLS INVESTMENT, INC., on behalf of said corporation.

My Commission Expires: 1-16-83

[Signature]  
Notary Public

STATE OF VIRGINIA

COUNTY OF Arlington, to-wit:

The foregoing instrument was acknowledged in my presence on this the 3<sup>rd</sup> day of September, 1981, by DENNIS M. GRIFFITH, TRUSTEE.

My Commission Expires: 9-27-82

[Signature]  
Notary Public

STATE OF VIRGINIA

COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged in my presence on this the 3<sup>rd</sup> day of September, 1981, by CAMILE JOE CYRTMUS, TRUSTEE.

My Commission Expires: 7-15-83

Bonnie R. Raines  
Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged in my presence on this 3rd day of September, 1981, by BARBARA J. FRIED, TRUSTEE.

My commission expires: May 21, 1985

Lucy J. Roland  
NOTARY PUBLIC

## SCHEDULE "A"

Beginning at a point in the center line of Poplar Street (Route 1743), said point being 320' (more or less) west of the westerly right-of-way line of Annandale Road (Route 649); thence running with center line of Poplar Street  $N87^{\circ}31'20''W$ -60.32 feet; thence departing said center line and passing through the northwest corner of Johnson and continuing with the westerly line of Johnson,  $S2^{\circ}04'40''W$ -213.89 feet to a point in the northerly line of James Lee Condominiums; thence running with the north and westerly lines of James Lee Condominiums the following courses:  $S86^{\circ}34'40''W$ -119.38 feet,  $S2^{\circ}00'20''W$ -110.22 feet,  $S86^{\circ}34'40''W$ -27.74 feet,  $S3^{\circ}16'40''W$ -192.79 feet, and  $S86^{\circ}23'40''W$ , passing through a corner to James Lee Condominiums and Lot 5 James Lee Subdivision and continuing along the north line of aforesaid Lot 5 and passing through a corner to Lot 5 and Chew and continuing along the northerly line of Chew, a total distance of 411.52 feet to a point, said point being the northwest corner of Chew and also being on the easterly line of a subdivision known as Mason Terrace; thence running with the easterly line of Mason Terrace,  $N6^{\circ}38'10''E$ -577.13 feet to a point; thence continuing with said line,  $N6^{\circ}41'00''E$ -509.40 feet, passing through the northeast corner of aforesaid subdivision and continuing along east line of Sisler; thence departing line of Sisler, and running with the south line of Tinner,  $N84^{\circ}09'00''E$ -59.69 feet to a point, being the northwest corner of property belonging to the City of Falls Church; thence departing the south line of Tinner and running around the property of the City of Falls Church and returning to the south line of Tinner the following courses:  $S56^{\circ}20'00''E$ -206.84 feet,  $N42^{\circ}22'00''E$ -100.00 feet, and  $N56^{\circ}26'00''W$ -101.91 feet; thence running to the southeast corner of Tinner, also being the northwest corner of Phillips,  $N84^{\circ}09'00''E$ -113.02 feet; thence running with the westerly line of Phillips, passing through a corner to Phillips and Lyles, continuing along the westerly line of Lyles,  $S42^{\circ}36'50''E$ -504.36 feet to the southwest corner of Lyles, also being the northwest corner of Smith; thence running with the westerly line of Smith to the northeast corner of Johnson,  $S43^{\circ}10'47''E$ -69.30 feet, thence running with the northerly line of Johnson,  $S44^{\circ}08'24''W$ -301.00 feet to the point of beginning, containing 13.7 acres, more or less.