

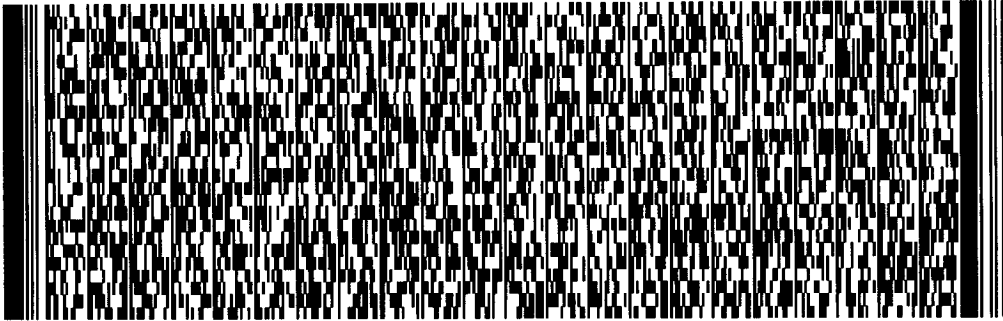
Fairfax Land Records Cover Sheet -
PENNELL STREET CONDOMINIUM,
DEED OF DEDICATION

Instrument(s)
DEED, EASEMENT, QUITCLAIM EASEMENT

Grantor(s)
PENNELL STREET LLC_F_N; INOVA HEALTH CARE SERVICES_F_N; PENNELL STREET CONDO UNIT OWNERS ASSN_F_N; ...

Grantee(s)
PENNELL STREET LLC_F_N; INOVA HEALTH CARE SERVICES_F_N; PENNELL STREET CONDO UNIT OWNERS ASSN_F_N; ...

Consideration				Consideration %	100
Tax Exemption	None			Amount Not Taxed	
DEM Number	2513-RP-11-M-01			Tax Map Number	049-3- -36- -0001- _Y 049-3- -36-
Original Book				Original Page	
Title Company	WALSH COLUCCI			Title Case	193.2
Property Descr.	PENNELL STREET CONDO UNITS 1 & 2 PH 3 & 5 & PH 4				
Certified	NO	Copies	0	Page Range	



DEED OF DEDICATION, EASEMENT AND VACATION

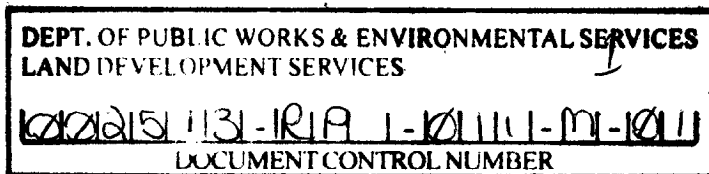
THIS Deed of Dedication, Easement and Vacation ("Deed") is made this 2nd day of August, 2007, by and among **PENNELL STREET LLC**, a Virginia limited liability company, Grantor/Grantee ("Pennell"); **INOVA HEALTH CARE SERVICES**, a Virginia non-stock corporation, Grantor/Grantee ("INOVA"); **PENNELL STREET CONDOMINIUM UNIT OWNERS ASSOCIATION**, the unit owners association for Pennell Street Condominium, Grantor/Grantee ("Association"); **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, Grantor/Grantee ("County"); and **FAIRFAX COUNTY WATER AUTHORITY**, a body corporate, Grantee ("Authority").

WITNESSETH

WHEREAS, Pennell Street Condominium ("Condominium") was established by Pennell recording a Declaration ("Declaration") and Bylaws with exhibits thereto in Deed Book 19258 at Page 1399 among the land records of Fairfax County, Virginia ("Land Records"), Pennell having acquired the property by virtue of deeds recorded in Deed Book 18793 at Pages 824, 828 and 832 and in Deed Book 19001 at Pages 1635 and 1640, among the Land Records; and

WHEREAS, Pennell has retained ownership of Unit 1 as shown on the plat attached hereto; and

{A0122535.DOC / 1 Dedication for condo 8.13.07 v5 - Clean 000193 000002}



Tax Map 49-3-36-0001
49-3-36-0002
(2513-RP-11-M-01)
WAF
Prepared by / Return to: WALSH COUNCIL
B & C

1/4

WHEREAS, INOVA is the owner of Unit 2 as shown on the plat attached hereto ("Unit 2"), having acquired Unit 2 by virtue of a deed recorded in Deed Book 19266 at Page 998 among the Land Records; and

WHEREAS, Pennell is the "Declarant" as said term is defined in the Declaration; and

WHEREAS, pursuant to Article 6 of the Declaration and Section 55-79.64 of the Virginia Condominium Act, the Declarant has the right to contract the Condominium by withdrawing withdrawable land from the Condominium; and

WHEREAS, the Declarant withdrew Phase 4 from the Condominium by recording immediately prior hereto an Amendment to Condominium Instruments for Pennell Street Condominium Withdrawing Withdrawable Land among the Land Records; and

WHEREAS, pursuant to Section 4.3 of the Declaration, the Declarant has the right to grant easements, over and through all or any portion of the Condominium; and

WHEREAS, (1) Pennell, as the owner of Unit 1 and Phase 4 and as the Declarant, (2) the Association, on behalf of the unit owners, and (3) INOVA, as the owner of Unit 2, wish to dedicate Phase 4 as public streets and to grant certain easements unto the County and Authority, all as shown on a plat attached hereto and made a part hereof, entitled "Plat Showing Street Dedication and Various Easements thru Pennell Street

Condominium" made by Dewberry & Davis LLC and dated August, 2006 (the "Plat");
and

WHEREAS, it is the desire of Pennell, INOVA, the Association (collectively, Pennell, INOVA and the Association are collectively defined as "Owner") and the County to vacate certain easements as set forth herein.

NOW, THEREFORE, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate for public street purposes and convey Phase 4 unto the County, in fee simple, consisting of 9,159 square feet, as more particularly shown on the Plat attached hereto and made a part hereof. The Owner reserves, for itself and its successors and assigns, density credit for the area dedicated for public street purposes, per Article 2-308(4)(A)(2) of the Fairfax County Zoning Ordinance, and does hereby assign one-half of the density credit to Unit 1, and one-half of the density credit to Unit 2.

[COUNTY INGRESS EGRESS]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its

successor and assigns, an Ingress Egress Easement for the purpose of ingress and egress by County Emergency, Maintenance and Police Vehicles over and across Unit 2, such property and easement being more particularly bounded and described as "24' Emergency Access Esmt." on the Plat. The easement is subject to the following terms and conditions:

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

2. The County and its agents shall have full and free use of the said 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 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.

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm 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 Units 1 and 2 and Phase 5, respectively, such property and easements being more

particularly bounded and described on the Plat. The easements are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the easements and rights-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements and rights-of-way including the right of reasonable access to and from the rights-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance; and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences or other obstructions or facilities in or 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, the resodding and the reseeding of lawns and pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner, reserves the right to make any use of the easements herein granted which may not be inconsistent with the right 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.

[CONSERVATION EASEMENT]

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant unto the County, its successors and assigns, a Conservation Easement for the purpose of conserving and preserving undisturbed the

natural vegetation, topography, habitat and other natural features now existing on and across the common elements located in Phase 3, such property and easement being more particularly bounded and described on the Plat. The easements are subject to the following terms and conditions:

1. No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization from Fairfax County.
2. All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of Fairfax County.
3. In the event of any violation of this conservation easement, the Owner shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the conservation easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

[SIGHT DISTANCE EASEMENT]

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

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

2. The Owner, its successors and assigns, agrees to cut and trim all plants in order to maintain the height limit. The County shall have the right (but not the obligation) to enter the property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. The Owner reserves the right to make any use of the property that will not be inconsistent with the easement.

[WATER AUTHORITY]

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of installing, constructing, operating, maintaining, adding to or altering and replacing one or more present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities, for the transmission and distribution of water through, upon and across Units 1 and 2 respectively, such property and easements being 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 and the right to

use abutting land adjoining the easements when necessary; provided, however that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and, further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or on property abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of 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 is 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, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures or other facilities located within the easement.

4. The Owner reserves the right to construct and maintain roadways over the easements and to make any use of the easements herein conveyed which may not be inconsistent with the rights herein granted, or interfere with the use of the easements by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, or change existing ground elevation, or impound any water on the easements without obtaining the prior written approval of the Authority.

5. At such time as any portion of the land within the above-described easement is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in that location.

6. The Owner covenants that they are seized of and have the right to convey the easements, rights and privileges, that the Authority shall have quiet and peaceable

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

[VACATION OF EASEMENTS]

THIS DEED FURTHER WITNESSETH, in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that the County does hereby vacate all of its right, title and interest in and to those portions of the Sanitary Sewer Easements created in Deed Book 2505 at Page 4, in Deed Book 2529 at Page 281 and in Deed Book 2536 at Page 160, as such vacated portions are more particularly described on the Plat, such portions being common elements of the Condominium.

[COVENANTS REAL]

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

[FREE CONSENT]

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

DECLARANT AND OWNER OF UNIT 1:
 PENNELL STREET LLC
 a Virginia limited liability company

By: ARLINGTON BOULEVARD CONSOLIDATION
 LLC
 a Virginia limited liability company
 Managing Member

By: Dewberry Investments LLLP
 a Virginia limited liability limited partnership
 Managing Member

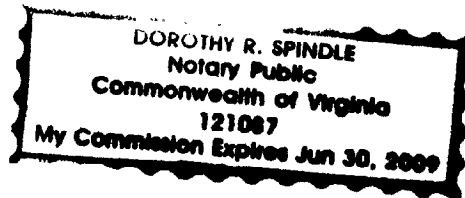
By: *Sidney O. Dewberry*
 Sidney O. Dewberry, General Partner

COMMONWEALTH OF VIRGINIA :
 COUNTY OF FAIRFAX : to-wit

The foregoing instrument was acknowledged before me this 2nd day of August, 2007, by SIDNEY O. DEWBERRY, MANAGING MEMBER of Dewberry Investments LLLP, Managing Member of Arlington Boulevard Consolidation LLC, Managing Member of PENNELL STREET LLC.

Dorothy R. Spindle [SEAL]
 Notary Public

My identification/registration number is 121087, and my commission expires on June 30, 2009.

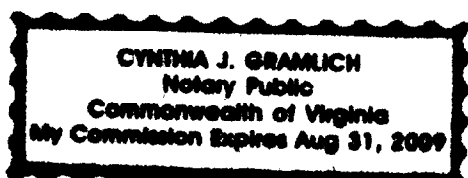


OWNER OF UNIT 2:
 INOVA HEALTH CARE SERVICES
 a Virginia non-stock corporation

By: H. Patrick Walters
 Name: H. Patrick Walters
 Title: E.V.P. WEST REGION

COMMONWEALTH OF VIRGINIA :
 COUNTY OF Fairfax : to-wit

The foregoing instrument was acknowledged before me this 15th day of August, 2007, by H. Patrick Walters, EVP West Region of INOVA HEALTH CARE SERVICES as an authorized officer of the corporation.



Cynthia J. Gramlich [SEAL]
 Notary Public

My identification/registration number is 359254, and my commission expires on 8/31/09.

ASSOCIATION:
PENNELL STREET CONDOMINIUM
UNIT OWNERS ASSOCIATION

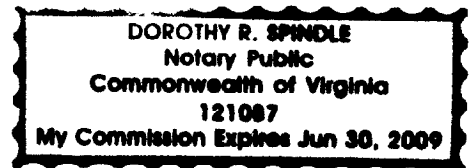
By: *[Signature]*
Name: SIDNEY O. DEWBERRY
Title: President

COMMONWEALTH OF VIRGINIA:
COUNTY OF FREDERICK: to-wit

The foregoing instrument was acknowledged before me this 2nd day of August, 2007, by SIDNEY O. DEWBERRY, President of PENNELL STREET CONDOMINIUM UNIT OWNERS ASSOCIATION on behalf of the Association.

[Signature] [
SEAL]
Notary Public

My identification/registration number is 121087, and my commission expires on JUNE 30, 2009.



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

APPROVED AS TO FORM:

Director, Department of Public Works &
Environmental Services

Charles W. Oakley
County Attorney

By: *Kenneth Williams*
Chief, Plan & Document Control
Office of Land Development Services

Commonwealth of Virginia:
County of Fairfax, to wit:

The foregoing instrument was acknowledged before me this 21 day of August, 2007, by Kenneth Williams, Chief, Plan & Document Control, Office of Land Development Services, Department of Public Works & Environmental Services.

Alysia Franklin
Notary Public
Commissioned as Alysia Franklin
My commission expires:

3-31-08
Commission # 0977705

