

GREAT FALLS CROSSING

Section II

Supplementals

**(Deed of Subdivision, Dedication, Easement, Vacation and
Conveyance)**

PART 2

Supplementals
(Deed of Subdivision, Dedication, Easement,
Vacation and Conveyance)
PART 2

97-043610

97 APR -9 P 12:15

Section 4

DEED OF SUBDIVISION, EASEMENT,
VACATION, CONVEYANCE AND RELEASE
AND SUPPLEMENTARY DECLARATION

THIS Deed of Subdivision, Easement, Vacation, Conveyance and Release and Supplementary Declaration made this 6th day of MARCH, 1997 by and among CRIPPEN INVESTORS, L.P., a Virginia limited partnership, Grantor (also called "Crippen"); STANLEY J. WROBEL and CHRISTINE M. CARSTENS, TRUSTEES, either of whom may act, Grantor (also called "Toll Trustees"); TOLL LAND III LIMITED PARTNERSHIP, Grantor (also called "Noteholder"); THOMAS MOORE LAWSON (the "Crippen Trustee"), Grantor; GREAT FALLS HUNT, L.P., a Virginia limited partnership ("Great Falls"), Grantor; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, Grantee (also called "County"); FAIRFAX COUNTY WATER AUTHORITY, a body corporate, Grantee (also called "Authority"); GREAT FALLS CROSSING COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation, Grantee (also called "Association"); CRIPPEN and GREAT FALLS are collectively referred to as "Owner".

** WITNESSETH **

WHEREAS, Crippen is the owner of certain property by virtue of a deed recorded in Deed Book 7500 at page 1159 among the land records of Fairfax County, Virginia; and

WHEREAS, by deed of trust recorded in Deed Book 7233 at page 1254, (as subsequently assigned and amended) the property was conveyed in trust such that the Toll

DEPARTMENT OF DESIGN REVIEW

9005 HP 06-14-01

PREPARED BY + RETURN TO: WALSH COLLEGE, STOCKHOUSE, 2nd FL, BOX 67, TAX MAP 12-3, 1-194-21

6K09560 U623

Trustees are presently the trustees of record, with said Deed of Trust securing an indebtedness unto Noteholder; and

WHEREAS, by Deed of Trust recorded in Deed Book 8640 at page 1981, the property was conveyed in trust to the Toll Trustees to secure an additional indebtedness unto Noteholder (this deed of trust and the above deed of trust are hereby collectively referred to as the "Toll Deeds of Trust"); and

WHEREAS, by Deed of Trust recorded in Deed Book 8641 at page 5 (the "Crippen Deed of Trust"), the property was conveyed in trust to secure an indebtedness unto Myrtle W. Crippen, which Deed of Trust provides that the Crippen Trustee may sign development deeds without the joinder of the Noteholder; and

WHEREAS, Great Falls is the owner of certain property by virtue of a deed recorded in Deed Book 9627 at page 489; and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and Noteholder, to subdivide the hereinafter described Property; to grant certain easements unto the County and Authority; and to convey certain property to the Association, all as shown on a plat attached hereto and made a part hereof, entitled "Record Plat, Section Four, Parcel "A", Crippen's Corner" made by Christopher Consultants, Ltd. and dated November 6, 1996 (the "Plat").

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and Noteholder, to subject the Property to a certain Declaration of Covenants,

Conditions and Restrictions (defined hereinafter as the "Declaration") as more particularly described herein; and

WHEREAS, it is the desire of the Owner to vacate a certain right-of-way as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, being the sole owners and proprietors and the only parties having any interest in the above-described Property, does hereby subdivide the Property into Lots 47 through 76, inclusive, and Parcel M, Section Four, Parcel A, Crippen's Corner, as more particularly described on the Plat attached hereto and made a part hereof.

[PUBLIC ACCESS EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey unto the County, its successor and assigns, Public Access Easement(s) for the purpose of ingress and egress by the public over and across the Property of Owner, said property and easement(s) being more particularly bounded and described as "12' Public Access Easement" on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

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.

[SIDEWALK]

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, with the consent and approval of the Trustees and Noteholder, hereby grants unto the County, its successors and assigns, Sidewalk Easement(s) for the purpose of constructing, operating and maintaining public sidewalks through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All facilities 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(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and 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, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the sidewalks or trails; 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.

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

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does grant and convey unto the County, its successors and assigns Storm Drainage Easement(s) 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 of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All storm drainage and 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(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-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 easement(s) 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 sodding and the seeding 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 easement(s) herein granted which may not be inconsistent with the right herein conveyed or interfere with the use of said 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.

[STORM WATER MANAGEMENT EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does grant and convey unto the County, its successors and assigns, Storm Water Management Easement(s) for the purpose of reserving a natural flood plain and drainage way, and/or constructing, operating, maintaining, adding or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All storm drainage and 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 easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and rights-of-way including the right of reasonable access to and from the right(s)-of-way and the right to use adjoining land of the Owners where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed deemed by it to interfere with the proper and efficient construction, operation and maintenance of said drainage facilities and/or flood plain; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, and the seeding or sodding 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.

[SANITARY SEWER EASEMENT]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey unto the County, its successors and assigns, sanitary sewer easement(s) for the purposes of constructing, operating, maintaining, adding or altering present or future sanitary sewer lines, plus necessary inlet structures, manholes and

appurtenant facilities for the collection of sanitary sewage and its transmission through and across the property of the Owner, said Property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. These sanitary sewer easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and 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 easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the 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 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.

[RESTRICTIVE PLANTING EASEMENT] [DAM]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey unto the County, its successors and assigns, a restrictive planting easement for the purposes of promoting the stability of the dam and/or regulating plant growth within the easement area of the dam as further described as "Dam Restrictive Planting Easement" on the Plat attached hereto and made a part hereof. The easement is subject to the following terms and 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 the written permission of the County.
2. 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 judgment, 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 the prior written approval of the appropriate agency or department of the 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.

[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, with the consent and approval of the Trustees and Noteholder,

does grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of installing, constructing, operating, maintaining, adding to or altering and replacing one or more present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities, for the transmission and distribution of water through, upon and across the Property of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereto, subject to the following conditions:

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

2. The Authority and its agents shall have full and free use of the easements and rights-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way and the right to use abutting land adjoining the easements when necessary; provided, however that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and, further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or on property abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting said easements which is disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures or other facilities located within the easement.

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

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

6. Owner covenants that they are seized of and have the right to convey the said easement, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

[SUPPLEMENTARY DECLARATION]

WHEREAS, the Owner is the "Declarant" as defined in the Declaration of Covenants, Conditions, and Restrictions for the Association recorded in Deed Book 9302 at page 1059 et seq. among the Land Records (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Owner intends that Lots 47 through 76, inclusive, and Parcel M (as created herein) become subject to the Declaration.

NOW, THEREFORE, by rights established in said Declaration, the Owner as Declarant (with the consent and approval of the Trustees and Noteholder) hereby declares that Lots 47 through 76, inclusive, and Parcel M described herein shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and

6K 09968 0334

liens set forth in the aforesaid Declaration recorded in Deed Book 9302 at page 1059 et seq.
among the Land Records of Fairfax County.

[CONVEYANCE OF PARCELS]

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

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby quitclaim and release those portions of the 40' road created in Will Book 48 at page 504, as said portions are more particularly described in the attached Plat.

[RELEASE/SUBORDINATION]

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

EK 09968 0335

hereby acknowledged, the Trustees, as authorized to act by the Noteholder, as shown by their execution herein, do hereby release and discharge from the lien of the Deed of Trust Parcel M conveyed to the Association pursuant to this Deed, and do hereby consent to and subordinate the lien of the Deed of Trust to the easement(s) granted herein as shown on the Plat, and to the Supplementary Declaration as set forth herein.

To have and to hold Parcel M conveyed herein, 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 above from the lien of the Deed of Trust shall not affect in any way the lien of said Deed of Trust upon the remaining portion of the property not released hereby, and that the subordination of the lien of the Deed of Trust to the easement(s) granted herein and to the Declaration shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

[COVENANTS REAL]

The Owner, with the consent and approval of the Trustees and Noteholder, 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.

[FREE CONSENT]

BK 09966 0336

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

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

BK09968-0337

CRIPPEN INVESTORS, L.P.

By: [Signature]
Name: JULIANN JORDAN CRIPPEN
Title: ADDITIONAL GENERAL PARTNER

STATE OF VIRGINIA
COUNTY OF

to-wit

The foregoing instrument was acknowledged before me this 19th day of March, 1997, by Juliann Jordan Crippen, additional General Partner of Crippen Investors, L.P.

[Signature]
Notary Public

My Commission Expires: 6/30/97

BK 09968 0338

Stanley J. Wrobel, Trustee
Stanley J. Wrobel, Trustee

City Washington
STATE OF VIRGINIA

County of Columbia
COUNTY OF

to-wit

The foregoing instrument was acknowledged before me this 6th day of March, 1997, by Stanley J. Wrobel, Trustee.

Julie Anne Werner
JULIE ANNE WERNER Notary Public
A Notary Public of District of Columbia
My Commission Expires March 14, 1998

My Commission Expires: _____

Christine M. Carstens, Trustee
Christine M. Carstens, Trustee

City Washington
STATE OF VIRGINIA

County of Columbia
COUNTY OF

to-wit

The foregoing instrument was acknowledged before me this 6th day of March, 1997, by Christine M. Carstens, Trustee.

Julie Anne Werner
JULIE ANNE WERNER Notary Public
A Notary Public of District of Columbia
My Commission Expires March 14, 1998

My Commission Expires: _____

6X09966 0339

Thomas Moore Lawson, Trustee

STATE OF VIRGINIA

CITY COUNTY OF Winchester to-wit

The foregoing instrument was acknowledged before me this 1th day of March, 1997, by Thomas Moore Lawson, Trustee.

Cynthia L. Bruce
Notary Public

My Commission Expires: November 30, 2001

EX09968 0340

TOLL LAND III LIMITED PARTNERSHIP

By: Toll Land Corp., No. 10,
Its General Partner

By: [Signature]
Name: Cory DeSpain
Title: Vice President

STATE OF ~~VIRGINIA~~ Maryland
COUNTY OF ~~Montgomery~~ : to-wit

The foregoing instrument was acknowledged before me this 18th day of
March, 1997, by Cory DeSpain,
Vice President of Toll Land Corp. No 10, the general partner of Toll Land III
Limited Partnership.

[Signature: Deborah Ann Neal]
Notary Public

My Commission Expires: DEBORAH ANN NEAL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 10, 1998

BK 09968 0341

GREAT FALL HUNT, L.P., a Virginia limited
partnership

By: [Signature]
Name: CONY DESPAIN
Title: Vice President

STATE OF VIRGINIA
COUNTY OF

: to-wit

The foregoing instrument was acknowledged before me this 13th day of
March, 1997, by Cony Despain, Vice President
of Great Falls Hunt, L.P., a Virginia limited partnership.

[Signature]
Notary Public

My Commission Expires: DEBORAH ANN NEAL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 10, 1998

BK09968 0342

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

APPROVED AS TO FORM:

Albert W. Oakley
Assistant County Attorney

R. J. [Signature]
Director, Department of
Environmental Management

STATE OF VIRGINIA
COUNTY OF

: to-wit

The foregoing instrument was acknowledged before me this 8th day of April, 1997, by Edward J. [Signature].

Shirley [Signature]
Notary Public

My Commission Expires: Oct 31, 2000

JATOLL6309\DEED.SUB
2/6/97

with plat attached

APR - 97

RECORDED FAIRFAX CO VA

TESTE

CLERK

DEED OF SUBDIVISION, DEDICATION, EASEMENT,
VACATION AND RELEASE AND SUPPLEMENTARY DECLARATION

TAX MAP 12-3-1-19A

THIS Deed of Subdivision, Dedication, Easement, Vacation and Release and Supplementary Declaration made this 21st day of MARCH, 1997 by and among CRIPPEN INVESTORS, L.P., a Virginia limited partnership, Grantor (also called "Owner"); STANLEY J. WROBEL and CHRISTINE M. CARSTENS, TRUSTEES, either of whom may act, Grantor (also called "Toll Trustees"); TOLL LAND III LIMITED PARTNERSHIP, Grantor (also called "Noteholder"); THOMAS MOORE LAWSON (the "Crippen Trustee"), Grantor; GREAT FALLS HUNT, L.P., a Virginia limited partnership ("Great Falls"), Grantor; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, Grantor and Grantee (also called "County"); FAIRFAX COUNTY WATER AUTHORITY, a body corporate, Grantor (also called "Authority"); GREAT FALLS CROSSING COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation, Grantee (also called "Association").

* * W I T N E S S E T H * *

WHEREAS, Crippen is the owner of certain property by virtue of a deed recorded in Deed Book 7500 at page 1159 among the land records of Fairfax County, Virginia; and

WHEREAS, by deed of trust recorded in Deed Book 7233 at page 1254, (as subsequently assigned and amended) the property was conveyed in trust such that the Toll Trustees are presently the trustees of record, with said Deed of Trust securing an indebtedness unto Noteholder; and

PREPARED BY/RETURN TO: WALSH, CONNOR
Box 67

WHEREAS, by Deed of Trust recorded in Deed Book 8640 at page 1981, the property was conveyed in trust to the Toll Trustees to secure an additional indebtedness unto Noteholder (this deed of trust and the above deed of trust are hereby collectively referred to as the "Toll Deeds of Trust"); and

WHEREAS, by Deed of Trust recorded in Deed Book 8641 at page 5 (the "Crippen Deed of Trust"), the property was conveyed in trust to secure an indebtedness unto Myrtle W. Crippen, which Deed of Trust provides that the Crippen Trustee may sign development deeds without the joinder of the Noteholder; and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee, to subdivide the hereinafter described Property; to dedicate certain portions of the Property as public streets; to grant certain easements unto the County, all as shown on a plat attached hereto and made a part hereof, entitled "Final Subdivision Plat, Addition to Section 2, Crippen's Corner Parcel "A" made by Christopher Consultants Ltd. and dated January 23, 1997 (the "Plat").

WHEREAS, it is the desire of the Owner, with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee, to subject the Property (or a portion thereof) to a certain Declaration of Covenants, Conditions and Restrictions as more particularly described herein; and

WHEREAS, it is the desire of the County and the Authority to quitclaim certain easements as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee, being the sole owners and proprietors and the only parties having any interest in the above-described Property, does hereby subdivide the Property into Lots 104 through 109, Lot 130 and Lots 204 through 208, Addition to Section 2, Crippen's Corner Parcel A, as more particularly described on the attached Plat.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee, does hereby dedicate for public street purposes and convey unto the County, in fee simple, that portion of the Property consisting of 46,631 square feet all as more particularly shown on the Plat attached hereto and made a part hereof.

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee, does grant and convey unto the County, its successors and assigns Storm Drainage Easement(s) 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 of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following conditions:

1. All storm drains, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) 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 said easement(s) and rights of way for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and rights of way including the right of 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 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 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 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 reseedling 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 easement(s) herein granted which may not be inconsistent with the right herein conveyed or interfere with the use of said easement(s) by the County for the purposes named; provided, however, that no use shall be made of the easement(s) which would interfere with the natural drainage.

[SUPPLEMENTARY DECLARATION]

WHEREAS, Great Falls is the "Declarant" as defined in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Association recorded in Deed

Book 9302 at page 1059 et seq. among the Land Records of Fairfax County, Virginia (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Owner intends that the Lots (as created herein) become subject to the Declaration.

NOW, THEREFORE, by rights established in said Declaration, the Owner and Great Falls as Declarant (with the consent and approval of the Toll Trustees, the Noteholder and the Crippen Trustee) hereby declare that Lots 104 through 109, Lot 130, and Lots 204 through 209 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 9302 at page 1059 et seq. among the Land Records of Fairfax County.

[VACATION OF EASEMENTS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby vacate, quitclaim and release those portions of the storm drainage easement created in Deed Book 9809 at page 840, and in Deed Book 9757 at page 372, as said vacated portions are more particularly described on the attached Plat.

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby

vacate, quitclaim and release those portions of the sanitary sewer easement created in Deed Book 9809 at page 840, in Deed Book 9757 at page 372, and in Deed Book 9833 at page 953, as said vacated portions are more particularly described on the attached Plat.

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby vacate, quitclaim and release those portions of the temporary turnaround easement created in Deed Book 9809 at page 840, and in Deed Book 9757 at page 372, as said vacated portions are more particularly described on the attached Plat.

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby quitclaim and release those portions of the water line easement created in Deed Book 9809 at page 840, in Deed Book 9757 at page 372, and in Deed Book 9833 at page 953, as said vacated portions are more particularly described on the attached Plat.

[RELEASE/SUBORDINATION]

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged, the Toll Trustees, as authorized by the Noteholder, and the Crippen Trustee, as shown by their execution herein, do hereby release and discharge from the lien of their Deeds of Trust those portions of the Property dedicated for public street purposes, and do hereby consent

to and subordinate the lien of their Deeds of Trust to the easement(s) granted herein as shown on the Plat and to the Supplementary Declaration granted herein.

To have and to hold that portion of the Property dedicated for public street purposes unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the Deeds of Trust.

It is expressly understood that the release of the portion of the Property described above from the lien of the Deeds of Trust shall not affect in any way the lien of said Deeds of Trust upon the remaining portion of the property not released hereby, and that the subordination of the lien of the Deeds of Trust to the easement(s) granted herein shall not otherwise affect the lien of the Deeds of Trust, which remains in full force and effect.

[COVENANTS REAL]

The Owner, with the consent and approval of the Trustees and Noteholder, 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.

[FREE CONSENT]

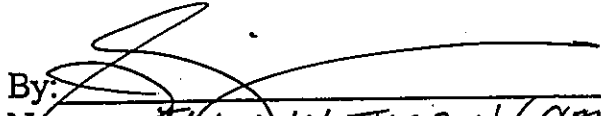
This Deed and platting of land is made with the free consent and desire of the owner(s) and proprietor(s) and trustees of the above-described property and is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the

platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

----- WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

CRIPPEN INVESTORS, L.P.

By: 
Name: JULIANN JORDAN (CRIPPEN)
Title: ADDITIONAL GENERAL PARTNER

STATE OF VIRGINIA
COUNTY OF

:
: to-wit

The foregoing instrument was acknowledged before me this 12 day of June, 1997, by Juliann Jordan (Crippen), ~~President~~ additional General Partner of Crippen Investors, L.P.

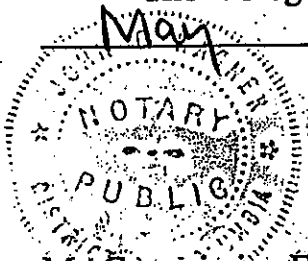

Notary Public

My Commission Expires: November 22, 2000

Stanley J. Wrobel
Stanley J. Wrobel, Trustee

~~STATE OF VIRGINIA~~ DISTRICT :
~~COUNTY OF~~ OF COLUMBIA : to-wit

The foregoing instrument was acknowledged before me this 21st day of May, 1997, by Stanley J. Wrobel, Trustee.



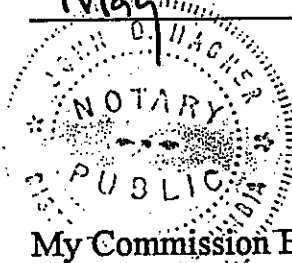
John D. Hagner
Notary Public

My Commission Expires: June 30, 1999

Christine M. Carstens
Christine M. Carstens, Trustee

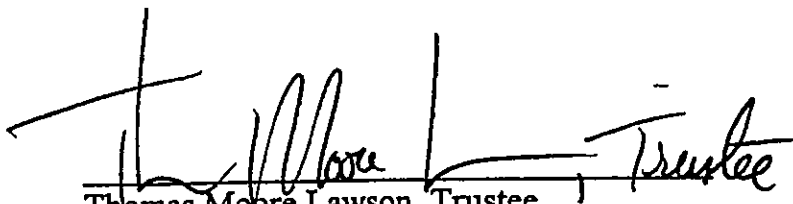
~~STATE OF VIRGINIA~~ DISTRICT :
~~COUNTY OF~~ OF COLUMBIA : to-wit

The foregoing instrument was acknowledged before me this 21st day of May, 1997, by Christine M. Carstens, Trustee.



John D. Hagner
Notary Public

My Commission Expires: June 30, 1999


Thomas Moore Lawson, Trustee

STATE OF VIRGINIA :

~~COUNTY OF~~ Winchester : to-wit
City

The foregoing instrument was acknowledged before me this 11th day of
June, 1997, by Thomas Moore Lawson, Trustee.


Notary Public

My Commission Expires: Nov. 30, 2001.

TOLL LAND III LIMITED PARTNERSHIP

By: Toll Land Corp., No. 10,
Its General Partner

By: [Signature]
Name: JOHN ELCAÑO
Title: Vice President

STATE OF VIRGINIA
COUNTY OF

:
: to-wit

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by John Elcano,
V.P. of Toll Land Corp. No 10, the general partner of Toll Land III Limited Partnership.

[Signature]
Notary Public

My Commission Expires: My Commission Expires August 31, 2000

GREAT FALL HUNT, L.P., a Virginia limited partnership

BY: TOLL VA GP CORP., its general partner

By: _____

Name: JOHN ELCANO

Title: Vice President

STATE OF VIRGINIA
COUNTY OF _____

:
: to-wit

The foregoing instrument was acknowledged before me this 25th day of JUNE, 1997, by John Elcano, V. P. of Toll VA GP Corp., on behalf of Great Falls Hunt, L.P., a Virginia limited partnership.

Julie Fitzgerald
Notary Public

My Commission Expires: My Commission Expires August 31, 2000

Fairfax County Water Authority Easement quitclaimed.

FAIRFAX COUNTY WATER AUTHORITY

By: Fred C. Morin
Name & Title: Fred C. Morin, Chairman

COMMONWEALTH OF VIRGINIA :
COUNTY OF Fairfax : to-wit

The foregoing instrument was acknowledged before me this 21st day of March, 1997, by Fred C. Morin, Chairman, of the Fairfax County Water Authority.

Randy T. Hays
Notary Public

My Commission Expires: February 29, 2000

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

APPROVED AS TO FORM:

Assistant County Attorney

Director, Department of
Environmental Management

STATE OF VIRGINIA :
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by _____.

Notary Public

My Commission Expires: _____

J:\TOLLA\6309\DEEDSUB
2/28/97;3/3/97;3/21/97

12-54 - PARCES 19A, 19B, 21D...

BUZUN

vi + re + in + go. Bad 67

WHEREAS, the Owner is the owner of certain real property located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of deeds recorded in Deed Book 7500 at page 1159 and in Deed

DEM-DIVISION OF DESIGN REVIEW

9	0	0	5	-	R	P	-	1	1	-	M	-	0	1
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DOCUMENT CONTROL NUMBER

Book 8605 at page 1780 among the land records of Fairfax County, Virginia (the "Land Records"); and

WHEREAS, by deed of trust recorded in Deed Book 7233 at page 1254, (as subsequently assigned and amended) the property was conveyed in trust such that the Toll Trustees are presently the trustees of record, with said Deed of Trust securing an indebtedness unto Toll; and

WHEREAS, by Deed of Trust recorded in Deed Book 8641 at page 5 (the "Crippen Deed of Trust"), the property was conveyed in trust to secure an indebtedness unto Myrtle W. Crippen, which Deed of Trust provides that the Trustees may sign development deeds without the joinder of the Noteholder; and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and Toll, to subdivide the hereinafter described Property; to dedicate certain portions of the Property as public streets; to grant certain private easements; to grant certain easements unto the County and Authority; and to convey certain property to the Association, all as shown on a plat attached hereto and made a part hereof, entitled " Final Subdivision Plat, Section Five, Crippens Corner" made by Christopher Consultants Ltd. and dated August 12, 1997 (the "Plat").

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and Noteholder, to subject the Property to a certain Declaration of Covenants, Conditions and Restrictions (defined hereinafter as the "Declaration") as more particularly described herein; and

WHEREAS, it is the desire of the County and the Authority to vacate and/or quitclaim certain easements as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll being the sole owners and proprietors and the only parties having any interest in the above-described Property, does hereby subdivide the Property into Lots 131 through 136, and Lots 162 through 203, and Parcel N, Section Five, Crippens Corner, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, does hereby dedicate for public street purposes and convey unto the County, in fee simple, that portion of the Property consisting of 162,252 square feet, as more particularly shown on the Plat attached hereto and made a part hereof.

[COUNTY INGRESS EGRESS]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, does hereby grant and convey unto the County, its successor and assigns, Ingress Egress Easement(s) for the purpose of ingress and egress by County Emergency, Maintenance and Police Vehicles over

and across the Property of Owner, (including all private streets) said property and easement(s) being more particularly bounded and described as "Ingress/Egress Easement" on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

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

[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, with the consent and approval of the Trustees and Toll, hereby grants to the County, its successors and assigns, a Sight Distance easement(s) upon the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are 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(s).

[TEMPORARY TURNAROUND]

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, with the consent and approval of the Trustees and Toll, does grant and convey unto the County, its successors and assigns, a temporary turnaround right-of-way easement(s) for the purpose of constructing and maintaining a road, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and 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(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of access to and from the right(s)-of-way and 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 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 easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said right(s)-of-way; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises outside of the easement(s) to their original

condition, such restoration to include 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(s) herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement(s) by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, except a fence parallel to the road, on the easement(s) without obtaining the prior written approval of the County.

5. This temporary turnaround right-of-way easement shall become null and void at such time as Tunwell Stable Court is extended in accordance with Fairfax County standards and accepted by the Virginia Department of Transportation.

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, does grant and convey unto the County, its successors and assigns Storm Drainage Easement(s) 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 of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All storm drainage and 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(s) and right(s)-of-way for the purposes named and shall have all rights and privileges

reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-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 easement(s) 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 sodding and the seeding 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 easement(s) herein granted which may not be inconsistent with the right herein conveyed or interfere with the use of said 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.

[STORM SEWER/SANITARY SEWER EASEMENT]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, does hereby grant and convey unto the County, its successors and assigns, storm sewer and sanitary sewer easement(s) for the purposes of constructing, operating, maintaining, adding or altering present or future storm and sanitary sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of storm and sanitary sewage and its transmission through and across the property of the Owner, said Property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated

herein. These storm sewer and sanitary sewer easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and 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 easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the 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 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.

[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, with the consent and approval of the Trustees and Toll, does grant

and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of installing, constructing, operating, maintaining, adding to or altering and replacing one or more present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities, for the transmission and distribution of water through, upon and across the Property of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereto, subject to the following conditions:

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

2. The Authority and its agents shall have full and free use of the easements and rights-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way and the right to use abutting land adjoining the easements when necessary; provided, however that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and, further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or on property abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting said easements which is disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures or other facilities located within the easement.

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

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

6. Owner covenants that they are seized of and have the right to convey the said easement, rights and privileges, that the Authority shall have quiet and peaceable possession; use and enjoyment of the aforesaid easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

[INGRESS-EGRESS/COMMON DRIVEWAYS]

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, 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 utilities, all for the use and benefit of the owners, and their successors and assigns, of the lots served thereby, subject to the following conditions:

1. "Common Driveway" shall mean and refer to the area within the ingress and egress easements as shown on the Plat. "Affected Lots" shall mean and refer to the lots served by the Common Driveways, consisting of Lots 166, 167, 168, 169 and 170. No other lots have the right to use the Common Driveway. Lots which are subject to the ingress and egress easements as shown on the Plat, but which do not use the Common Driveways for access, are not Affected Lots, and are not subject to the maintenance provisions of paragraph 5 hereof, unless the owners of such lots, or their agents, guests, tenants, or members of their families, make regular use of the Common Driveways.

2. The Common Driveways shall be used for the purpose of ingress and egress to the Affected Lots, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

3. No act shall be performed by the owner of any Affected Lot, his tenants, guests, agents, or members of his family, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner of an Affected Lot in and to the Common Driveways or an Affected Lot.

4. There shall be no parking within the Common Driveways at any time except for delivery and/or emergency vehicles, unless the owners of all Affected Lots for a particular Common Driveway agree upon other parking limitations.

5. The owners of all Affected Lots shall have an obligation for maintenance of the Common Driveway serving their Lot, as hereinafter provided, which obligation is a condition of their ownership of the lot and which runs with the land. In the event that a Common Driveway needs maintenance, or is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of any owner of an Affected Lot or his agents, guests, tenants, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to maintain, rebuild and repair the Common Driveway without cost to the owners of other Affected Lots.

(b) other than by the act of an owner of an Affected Lot, his agents, guests, tenants, or members of his family, it shall be part of the common assessments of the Association, and the Association shall maintain, rebuild and repair such Common Driveway.

[SUPPLEMENTARY DECLARATION]

WHEREAS, Great Falls is the "Declarant" as defined in the Declaration of Covenants, Conditions, and Restrictions for Great Falls Crossing Community Association recorded in Deed Book 9302 at page 1059 et seq. among the Land Records (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Owner intends that Lots 131 through 136, and 162 through 203, and Parcel N (as created herein) become subject to the Declaration.

NOW, THEREFORE, by rights established in said Declaration, the Owner and Great Falls as Declarant (with the consent and approval of the Trustees and Toll) hereby declare that Lots 131 through 136, and 162 through 203, and Parcel N 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 9302 at page 1059 et seq. among the Land Records of Fairfax County.

[CONVEYANCE OF PARCELS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Toll, does hereby grant and convey with special warranty of title, unto the Association, the following property: Parcel N, as dedicated and platted herein. This conveyance is made subject to the easements, rights of way, restrictions and

conditions contained in the deeds forming the chain of title to this property. Parcel N shall not be denuded, defaced or disturbed in any manner at any time without the approval of the appropriate County Department.

[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, the County does hereby vacate and quitclaim unto the Owner, all of its right, title and interest in and to those portions of the storm drainage easements, the temporary turnaround easements, and the sanitary sewer easements, all as created in Deed Book 9757 at page 372, as said vacated portions are more particularly described on the attached Plat.

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby quitclaim and release those portions of the water line easement created in Deed Book 9757 at page 372, as said portions are more particularly described in the attached Plat.

[RELEASE/SUBORDINATION]

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized to act by the Toll, 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 Parcel N conveyed to the Association pursuant to this Deed, and do hereby consent to and subordinate the lien of the Deed of Trust to the easement(s) granted herein as shown on the Plat, and to the Supplementary Declaration as set forth herein.

To have and to hold that portion of the Property dedicated for public street purposes and Parcel N conveyed herein, 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 above from the lien of the Deed of Trust shall not affect in any way the lien of said Deed of Trust upon the remaining portion of the property not released hereby, and that the subordination of the lien of the Deed of Trust to the easement(s) granted herein and to the Declaration shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

[COVENANTS REAL]

The Owner, with the consent and approval of the Trustees and Toll, 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.

[FREE CONSENT]

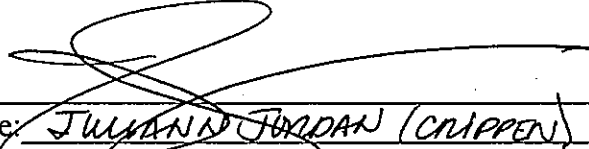
This Deed of Subdivision is made with the free consent and in accordance with the desire of the undersigned owner(s), proprietor(s) and trustee(s), if any, of the above-described property, and is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

CRIPPEN INVESTORS LIMITED
PARTNERSHIP

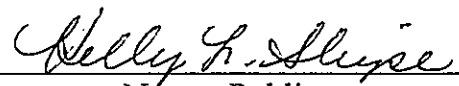
By: Crippen Management, L.C., its general partner

By: 
Name: JULIANN JORDAN (CRIPPEN)
Title: Manager

STATE OF VIRGINIA
COUNTY OF

:
: to-wit

The foregoing instrument was acknowledged before me this 15th day of January, 1997, by Juliann Jordan (Crippen) Manager of Crippen Management, L.C., on behalf of Crippen Investors Limited Partnership.


Notary Public

My Commission Expires: 6/30/01

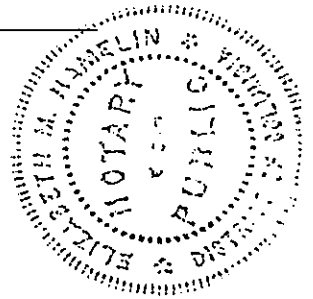
Stanley J. Wrobel, Trustee
Stanley J. Wrobel, Trustee

~~STATE OF VIRGINIA~~ :
~~COUNTY OF~~ District of Columbia : to-wit

The foregoing instrument was acknowledged before me this 8th day of October, 1997, by Stanley J. Wrobel, Trustee.

Elizabeth M. Hamelin
Notary Public

My Commission Expires: July 14, 2002



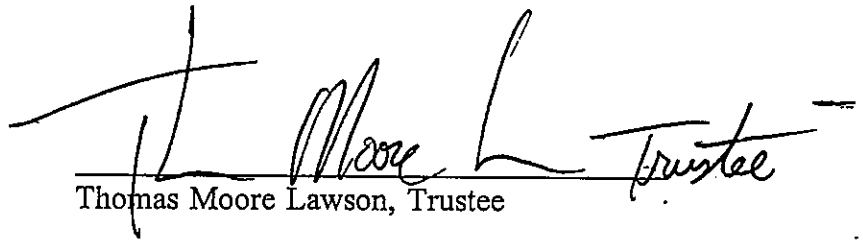
Christine M. Carstens, Trustee

STATE OF VIRGINIA :
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by Christine M. Carstens, Trustee.

Notary Public

My Commission Expires: _____


Thomas Moore Lawson, Trustee

STATE OF VIRGINIA :
~~COUNTY~~ OF Winchester : to-wit
CITY

The foregoing instrument was acknowledged before me this 13th day of
February, ~~1997~~, by Thomas Moore Lawson, Trustee.
1998


Notary Public

My Commission Expires: Nov. 30, 2001.

TOLL LAND III LIMITED PARTNERSHIP

By: Toll Land Corp., No. 10,
Its General Partner

By: [Signature]
Name: JOHN ELCANO
Title: VICE PRESIDENT

STATE OF VIRGINIA
COUNTY OF

:
: to-wit

The foregoing instrument was acknowledged before me this 19 day of November, 1997, by John Elcano, of Toll Land Corp. No 10, the general partner of Toll Land III Limited Partnership.

[Signature]
Notary Public

My Commission Expires: 04-16-00

GREAT FALLS HUNT, L.P.

By: Toll VA GP Corp., its general partner

By: [Signature]
Name: JOHN ELIANO
Title: VICE PRESIDENT

STATE OF VIRGINIA :
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this 19 day of November, 1997, by John Elcano, VP of Toll VA GP Corp., general partner of GREAT FALLS HUNT, L.P.

[Signature]
Notary Public

My Commission expires: 04-16-00

Fairfax County Water Authority Easement quitclaimed.

FAIRFAX COUNTY WATER AUTHORITY

By: Fred C. Morin
Name & Title: Fred C. Morin, Chairman

COMMONWEALTH OF VIRGINIA :
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this 30th day of
October, 1997, by Fred C. Morin,
Chairman, of the Fairfax County Water Authority.

Randy T. Hays
Notary Public

My Commission Expires: 2/29/2000

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

APPROVED AS TO FORM:

Albert W. Oakley
Assistant County Attorney

Zefra A. Zager
Director, Department of
Environmental Management

STATE OF VIRGINIA
COUNTY OF Fairfax

:
: to-wit

The foregoing instrument was acknowledged before me this 3rd day of March, 1998, by Zefra A. Zager.

Shirley D. Womell
Notary Public

My Commission Expires October 31, 2000

JATOLLA6309\DEED-1.SUB
10/7/97;10/23/97

"PLAT"

With plat attn

MAR -4 98

RECORDED FAIRFAX CO VA
TESTE: John I. Frazee
CLERK

DEED OF SUBDIVISION, DEDICATION, EASEMENT, VACATION,
CONVEYANCE AND SUPPLEMENTARY DECLARATION

THIS Deed of Subdivision, Dedication, Easement, Vacation, Conveyance and Supplementary Declaration ("Deed") made this 15th day of FEBRUARY, 2002, by and among ***GREAT FALLS HUNT, LP***, a Virginia limited partnership, Grantor/Grantee (also called "Owner"); ***THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA***, a body corporate and politic, Grantor/Grantee (also called "County"); and ***GREAT FALLS CROSSING COMMUNITY ASSOCIATION***, a Virginia non-stock corporation, Grantee (also called "Association").

****WITNESSETH****

WHEREAS, the Owner is the owner of certain real property located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of deeds recorded in Deed Book 9804 at page 618 and in Deed Book 10472 at page 163, among the land records of Fairfax County, Virginia (the "Land Records"); and

WHEREAS, it is the desire of the Owner to subdivide the hereinafter described Property; to dedicate certain portions of the Property as public streets; to grant certain private easements; to grant certain easements unto the County; and to convey certain property to the Association, all as shown on a plat attached hereto and made a part hereof, entitled "**Plat Showing the Estates at Great Falls Crossing II being a Subdivision of the Property of**

Great Falls Hunt, L.P." made by **Patton Harris Rust & Associates** and dated **September 5, 2001** (the "Plat").

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

WHEREAS, it is the desire of the Owner and County to vacate certain easements as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, being the sole owner and proprietor and the only party having any interest in the above-described Property, does hereby subdivide the Property into 15 Lots, designated as Lots 1-15, inclusive, Parcels A, B and Outlot A, The Estates at Great Falls Crossing II, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate for public street purposes and convey unto the County, in fee simple, that portion of the Property consisting of 62,306 square feet, as more particularly shown on the Plat attached hereto and made a part hereof.

[COUNTY INGRESS EGRESS]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successor and assigns, Ingress Egress Easements for the purpose of ingress and egress by County Emergency, Maintenance and Police Vehicles over and across the areas so designated and Parcels A, B and Outlot A, said Parcels A, B, Outlot A and easements being more particularly bounded and described on the Plat attached hereto and made a part hereof, including, without limitation, the area designated as "Ingress/Egress Esm't". The easements are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, driveways and all appurtenant facilities installed in the easements and rights-of-way shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the property and said facilities.
2. The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right, but not the obligation to perform (if the Owner fails to do so) such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

[TRAIL]

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 hereby grants unto the County, its successors and assigns, Trail Easements for the purpose of

constructing, operating and maintaining public trails through and across the property of the Owner, said property and easements being more particularly bounded and described on the plat attached hereto and made a part hereof. The easements are 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 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 of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the sidewalks or trails; 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 reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. 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 for the purpose named; provided, however, that Owner shall not erect any building or other structure, except a fence running parallel to the easements, without obtaining prior written approval of the County.

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, does 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 of the Owner, said property and easements being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easements are subject to the following terms and conditions:

1. All 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 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 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.

[SLOPE EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Slope Easements for the purpose of constructing and maintaining the necessary slope and grade on, through and across the property of the Owner, said Property and Easement being more particularly bounded and described as "7.620m (25') Slope Maintenance & Utility Esm't" and "4.572m (15') Slope Maintenance & Utility Esm't" on the Plat attached hereto and incorporated herein. The easements are 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 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 easements being conveyed,

deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the slope or grade; 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 pastures areas, but not the replacement of structures, trees or obstructions.

3. 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.

[INGRESS-EGRESS/COMMON DRIVEWAYS]

FURTHER WITNESSETH that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby create and establish easements for ingress and egress over and across Lots 10 and 11 for the construction and maintenance of common driveways and for the construction and maintenance of utilities, all for the use and benefit of the owners, and their successors and assigns, of the lots served thereby, subject to the following conditions:

1. "Common Driveway" shall mean and refer to the area within the ingress and egress easements as shown on the Plat. "Affected Lots" shall mean and refer to the lots served by the Common Driveways. Lots which are subject to the ingress and egress easements as shown on the Plat, but which do not use the Common Driveways for access, are not Affected Lots, and are not subject to the maintenance provisions of paragraph 5 hereof, unless the owners of such lots, or their agents, guests, tenants, or members of their families, make regular use of the Common Driveways.

2. The Common Driveways shall be used for the purpose of ingress and egress to the Affected Lots, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

3. No act shall be performed by the owner of any Affected Lot, his tenants, guests, agents, or members of his family, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner of an Affected Lot in and to the Common Driveways or an Affected Lot.

4. There shall be no parking within the Common Driveways at any time except for delivery and/or emergency vehicles, unless the owners of all Affected Lots for a particular Common Driveway agree upon other parking limitations.

5. The owners of all Affected Lots shall have an obligation for maintenance of the Common Driveway serving their Lot, as hereinafter provided, which obligation is a condition of their ownership of the lot and which runs with the land. In the event that a Common Driveway needs maintenance, or is damaged or destroyed:

(a) through the act of any owner of an Affected Lot or his agents, guests, tenants, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to maintain, rebuild and repair the Common Driveway without cost to the owners of other Affected Lots.

(b) other than by the act of an owner of an Affected Lot, his agents, guests, tenants, or members of his family, (including, by way of example, deterioration from ordinary wear and tear and lapse of time) it shall be the obligation of the Association to maintain, rebuild and repair the Common Driveway.

6. The right of the owner of any Affected Lot to contribution from the owner of any other Affected Lot for the maintenance, rebuilding or repair of the Common Driveways, pursuant to paragraph 5 hereof, shall run with and be appurtenant to the land, and shall pass to such owners' successors in title.

[SANITARY SEWER LATERAL EASEMENT]

FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate and create a

sanitary sewer lateral easement across Lot 11, for the benefit of Lot 10. The owner of Lot 10 which benefits from the easement (the "Lot Owner") shall have the right of entry upon the easement area to construct, maintain and repair the lateral, and all the rights reasonably necessary for the exercise of these easement rights, including the right of reasonable access to the easement area and the right to use adjoining land where necessary (which right shall be exercised only during periods of actual construction or maintenance). The Lot Owner shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches and the reseeding or resodding of lawns, but not the replacement of structures, shrubbery, trees, fences or other obstructions.

[PRIVATE MONUMENT EASEMENTS]

FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the Association Private Monument Easements, in the location on the Property set forth on the Plat, subject to the following conditions:

1. All improvements in the easement areas shall be and remain the property of the Association.
2. The Association shall have full and free use of the said easements for the purposes of placing signs and monumentation thereon for the Association and the subdivision development, and for maintaining, replacing and repairing the same. The Association shall have all rights and privileges necessary to the exercise of the easements, including the right of access to and from the easement areas, and the right to use adjoining land where necessary.

3. The owner of the Property may not erect any building or structure or landscaping or any improvement on the easement areas.

[RESERVATION OF UTILITY 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 reserve unto itself, its successors and assigns, the right to grant Utility Easements for cable, electric, telephone or other utility purposes, to the appropriate grantees, over Parcel A, said property and future easement areas being more particularly bounded and described as "7.620m (25') Slope Maintenance & Utility Esm't" and "4.572m (15') Slope Maintenance & Utility Esm't" on the Plat attached hereto and made a part hereof.

[SUPPLEMENTARY DECLARATION]

WHEREAS, the Owner is the "Declarant" as defined in the Declaration of Covenants, Conditions, and Restrictions for GREAT FALLS CROSSING COMMUNITY ASSOCIATION recorded in Deed Book 9302 at page 1059 et seq. among the Land Records (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Owner intends that Lots 1-15, inclusive, Parcels A, B and Outlot A (as created herein) become subject to the Declaration.

NOW, THEREFORE, by rights established in said Declaration, the Owner as Declarant hereby declares that Lots 1-15, inclusive, Parcels A, B and Outlot A 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 9302 at page 1059 et seq. among the Land Records of Fairfax County.

[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, the County does hereby vacate and quitclaim unto the Owner, all of its right, title and interest in and to those portions of the Sanitary Sewer Easement created in Deed Book 10559 at page 1850, as said vacated portions are more particularly described on the attached Plat.

[CONVEYANCE OF PARCELS]

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

[COVENANTS REAL]

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

[FREE CONSENT]

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

GREAT FALLS HUNT, L.P.

By: Toll VA GP Corp., Its General Partner

By: [Signature]

Name: John Elcano

Title: Vice President

STATE OF Virginia :
COUNTY OF Prince William : to-wit

The foregoing instrument was acknowledged before me this 15th day of February,
2002, by John Elcano, Vice President of
Toll VA GP Corp., General Partner of **GREAT FALLS HUNT, L.P.**

[Signature]
Notary Public

My Commission Expires: December 31, 2005

GREAT FALLS CROSSING COMMUNITY
ASSOCIATION

By: Shannon Murray
Name: SHANNON MURRAY
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit

² The foregoing instrument was acknowledged before me this 26th day of February,
2004, by Shannon Murray, President of
GREAT FALLS CROSSING COMMUNITY ASSOCIATION.

Ross A. Dingle
Notary Public

My Commission Expires: January 31, 2003

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

APPROVED AS TO FORM:

County Attorney

Director, Office of Site Development Services

COMMONWEALTH OF VIRGINIA :
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____, Director, Office of Site Development Services, on behalf of the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA.**

Notary Public

My Commission Expires: _____

JATOLLA6309\Sub Deed, Estates at Great Falls Crossing II.doc
9/19/01,9/20/01