

THIS DEED OF SUBDIVISION, DEDICATION, EASEMENT, CONVEYANCE AND VACATION (the "**Deed**") is made this 25th day of June, 2001, by and between **TOLL VA. L.P.**, a Virginia limited partnership (hereinafter referred to as "**Owner**"); the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "**County**"); the **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic (hereinafter referred to as "**Authority**"); and **RIVER BANK WOODS HOMEOWNERS ASSOCIATION**, a nonstock corporation formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "**Association**").

WITNESSETH:

WHEREAS, the Owner is the owner and proprietor of certain real property identified as _____ Parcels 1C and 1D on Tax Assessment Map 65 (the "**Property**"), as shown on plat job #0662.22605 dated Sept. 20, 2000, and revised through 5/9/01, 2001, entitled "**Vacation, Consolidation and Record Plat RIVER BANK WOODS I**" and prepared by Eastern States Engineering of Dulles, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto; and

WHEREAS, the Property is situated in Loudoun County, Virginia; the Owner having acquired the Property by deed recorded in Deed Book 1778 at Page 485, among the land records of Loudoun County, Virginia (the "**Land Records**"); and

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots and parcels, to delete certain existing parcel lines and to dedicate, grant and convey for public street use, the streets and thoroughfares in accordance with this Deed and Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County and the Authority the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to create and establish an easement for construction, maintenance and repair of a retaining wall on certain lots and parcels in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, pursuant to the Declaration for River Bank Woods, dated June 22, 2001, as may be amended from time to time (the "**Declaration**"), which is recorded among the Land Records immediately proceeding this Deed and Plat, the Association executes this Deed for the purposes of accepting responsibility for maintenance of certain easements conveyed herein and as hereinafter provided; and

WHEREAS, it is the desire and intent of the Owner to convey certain portions of the Property to the Association; and

WHEREAS, it is the desire and intent of the Authority to vacate certain portions of an existing waterline easement and temporary grading and construction easement, and the desire and intent of the Owner and the County to confirm the automatic termination of an existing temporary turn around easement, in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, the Property is not subject to the lien of any deed of trust.

SUBDIVISION

NOW THEREFORE, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby delete the existing parcel lines as designated on the Plat, and does further subdivide the Property containing **10.125 acres, into lots and parcels, to be known as Lots 1 through 29, inclusive, and Parcel A and**

Parcel B, RIVER BANK WOODS I, in accordance with the Plat which is expressly incorporated herein and made a part of this Deed.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby dedicate to the County the **1.374** acres for public street purposes as so designated on the Plat. This dedication is made in accordance with the statutes made and provided therefor.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, the easements as hereinafter set forth in the respective locations shown on the Plat as follows:

A. **Emergency Ingress and Egress Easement.** An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets, public and/or private access easements, ingress and egress easements, and Parcels A and B, as shown on the Plat. Notwithstanding the foregoing, in the event any of such private streets, public and/or private access easements, ingress and egress easements, and/or Parcels A and/or B are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements, shall automatically be adjusted so that no portion of the Property which ceases either to be a private street, public or private access easement, ingress and egress easement, or a portion of Parcels A or B shall be subject to these

easements. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent this ingress and egress easement constitutes a blanket easement over Parcels A and/or B, then buildings, structures, or other above-ground facilities may be constructed within such easement area, so that the easement shall encumber only the portion of such Parcels A and/or B which are not occupied by buildings, structures or other above-ground facilities.

B. **Storm Drainage Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm sewer lines, storm drainage lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through, upon and across the said property of the Owner, said easements being more particularly bounded and described on the Plat.

C. **Sight Distance Easement.** A sight distance easement, as more particularly bounded and described on the Plat, for the purpose of preventing obstructions to vehicular sight in conformance with Virginia Department of Transportation ("VDOT") standards. The Owner, its successors and assigns, shall not place or permit on the Property fences, shrubbery, structures, or other facilities or vegetation ("**Improvements**") within the bounds of said easement unless such improvements shall not obstruct vehicular sight distance from any direction. A VDOT review will be required for any plantings or improvements within said easement. The right to enter and remove any obstructions for the purpose of maintaining clear sight distance within such easement is hereby granted to VDOT.

D. **Flood Plain Easements.** Storm drainage and 100 year floodplain easements as more particularly bounded and described on the Plat; subject to the following conditions:

(i) Any use or activity within the floodplain easement, including installation of private drives, shall not interfere with the natural drainage and shall conform to the Loudoun County Zoning and Subdivision Ordinances.

(ii) Notwithstanding anything herein to the contrary, the easement granted hereby is limited to the area designated as a floodplain easement on the Plat. However, the extent of a floodplain is dynamic in nature and is a function of land use, which is subject to change; therefore, the boundary of the actual floodplain overlay district is subject to change with changing land use, and nothing herein shall be construed to limit the force and effect of the duly adopted floodplain regulations of Loudoun County.

The foregoing easements are subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the easements and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as

possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

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

5. The Association shall be responsible for maintenance of storm drainage and stormwater management facilities located within the easements conveyed hereby in accordance with Section 7.1 (a) and (b) of the Declaration. In addition to the foregoing, the owner of any individual lot on which such easements are hereby granted shall be responsible for certain limited maintenance obligations of said easements in accordance with Section 7.1 (b) of the Declaration. Notwithstanding the foregoing, at such time as the County, through a department of public works, or some similar agency, by some clear and unequivocal act such as the recordation of a document among the land records of Loudoun County, Virginia, elects to maintain the storm drainage facilities contained within the easements, or elects to maintain all such easements within the watershed where such easements are located, the maintenance obligations identified in this paragraph shall cease and terminate.

L.C.S.A. EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, the easements as hereafter set forth in the respective locations as shown on the Plat, as follows:

A. **Waterline Easements.** Waterline easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across the property of the Owner, said easements being more particularly bounded and described on the Plat.

B. **Sanitary Sewer Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future sanitary sewer lines, including building connection lines, sanitary lateral lines, manholes and all other appurtenant facilities necessary for the collection of sanitary sewage and its transmission through and across the property of the Owner as shown on the Plat.

The foregoing easements to the Authority are subject to the following conditions:

1. All water mains, waterlines, sewer lines, and appurtenant facilities which are installed in the easements 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 said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the easements 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 Authority to erect any building or structure of a permanent nature on such adjoining land.

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

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

TRAIL EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, public access easements and rights-of-way for the purpose of constructing, using, and maintaining trails for public access over and across the Property as shown on the Plat, said easements to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County shall each have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise thereof and 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 or structure of a permanent nature on such adjoining land.

2. The County shall have the use of the easements free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by either of them to interfere with the proper and efficient construction, use, and maintenance of said easements.

3. The County shall have the right in its sole discretion to provide paving and to plant trees and shrubbery within the easements which shall remain the property of the Association, its successors and assigns.

4. The Owner shall be responsible for constructing the trails within the easement areas. The Association shall be responsible for the repair and maintenance of the trails within the

easement areas. The construction, repair and maintenance of the easement areas shall not be the responsibility of the County or the Commonwealth.

RETAINING WALL EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish a retaining wall easement, over and across Lots 24-27, inclusive, and Parcel B, for the use and benefit of the owner(s) of said lots and Parcel, and for the use and benefit of the County, for the purpose of constructing, maintaining and repairing a retaining wall, and its appurtenant structures and facilities, said easement being more particularly bounded and described on the Plat as "10' Retaining Wall Esm't." The Owner, its successors and assigns, shall be responsible for construction of the retaining wall. The Association shall be responsible for maintenance and repair of the retaining wall, and its appurtenant structures and facilities, in accordance with Sections 3.3 and 7.1 of the Declaration, and may assess the owner(s) of Lots 24-27 for any such maintenance and repair costs as provided for in the Declaration. The Association shall have the right of access to and use of the easement for the purposes names, and the right to uses adjoining land in order to perform such maintenance and repairs that it deems are necessary.

CONVEYANCE TO ASSOCIATION

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby GRANT AND CONVEY WITH SPECIAL WARRANTY OF TITLE unto the Association, Parcel A and Parcel B, RIVER BANK WOODS I, to have and to hold unto the Association, its successors and assigns.

CONFIRMATION OF VACATION OF COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties do hereby confirm the VACATION AND TERMINATION of that certain temporary turn around easement previously created by instrument recorded among the Land Records in Deed Book 1745, at Page 1070, as more particularly shown and depicted on the Plat as **"Ex. Temp Turn Around Esm't (D.B. 1745 PG. 1070) Hereby Vacated."** This vacation automatically results from the dedication of a public street over the easement area, making the original purpose for the easement null and void, as provided by the terms of the original easement.

AUTHORITY VACATION OF EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Authority does hereby QUITCLAIM, VACATE AND RELEASE, WITHOUT WARRANTY, unto the Owner, its successors and assigns, those portions of an existing waterline easement and temporary grading and construction easement in the locations more particularly shown and depicted on the Plat as **"Ex. 10' L.C.S.A. Water Esm't (D.B. 1744 PG. 924) Hereby Vacated"** and **"Ex. 25.0' Temp Grading and Const. Esm't Hereby Vacated (D.B. 1776 PG. 1802)."**

MISCELLANEOUS

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

The Association executes this Deed for the purpose of accepting the responsibility for maintenance of the storm drainage facilities, trails and retaining wall structures within the easements granted herein.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Loudoun County, Virginia, as shown by the signatures affixed to this Deed and the Plat, and is with the free consent and in accordance with the desire of the Owner, the owner and proprietor of the land depicted on the Plat, as aforesaid.

The undersigned warrants that this Deed is made and executed pursuant to authority properly granted by the partnership agreement of the Owner.

IN WITNESS WHEREOF, the Owner has caused this Deed of to be executed, under seal, by its duly authorized representative.

FURTHER WITNESS the following signatures and seals.

[SIGNATURES ARE ON SUCCEEDING PAGES]

TOLL VA, L.P., a Virginia limited partnership

By: James Smith (SEAL)
Name: JAMES SMITH
Title: Vice President

RIVER BANK WOODS HOMEOWNERS ASSOCIATION

By: James Smith (SEAL)
Name: JAMES SMITH
Title: Vice President

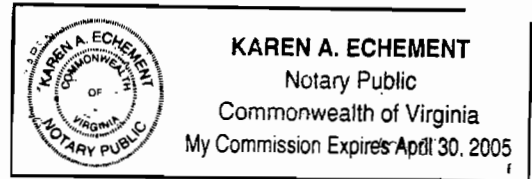
COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that JAMES SMITH as Vice President of TOLL VA, L.P., whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25 day of June, 2001.

My commission expires:
April 30, 2005

Karen A. Echement
Notary Public



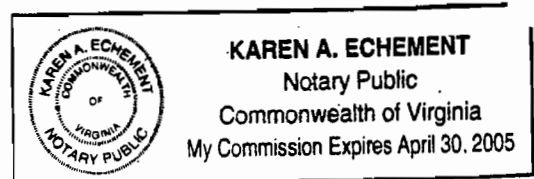
COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that JAMES SMITH as Vice President of RIVER BANK WOODS HOMEOWNERS ASSOCIATION, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25 day of June, 2001.

My commission expires:
April 30, 2005

Karen A. Echement
Notary Public



LOUDOUN COUNTY SANITATION AUTHORITY

By: Dale C. Hammes (SEAL)
Name: Dale C. Hammes
Title: General Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Dale C. Hammes as General Manager of the LOUDOUN COUNTY SANITATION AUTHORITY, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 2nd day of July, 2001.

My commission expires:
11-30-01

Patricia A. Bigden
Notary Public

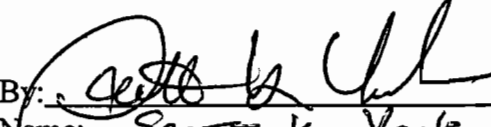
The Foregoing Automatic Easement Vacation/
Termination Is Hereby Confirmed

APPROVED AS TO LEGAL FORM:
~~APPROVED AS TO FORM:~~



ASSISTANT COUNTY ATTORNEY
Assistant County Attorney

BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA

By:  (SEAL)
Name: Scott K. York
Title: Chairman

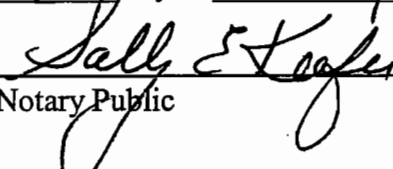
COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Scott K. York as Chairman of the
BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the
foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction
aforesaid.

GIVEN under my hand and seal this 16th day of July, 2001.

My commission expires:

October 31, 2002


Notary Public

RECORDED/W/CERT ANNEXED
2001 AUG -3 AM 8:18
LOUDOUN CO. VA
CLERK
TESTE: 