

DEED OF CONSOLIDATION, SUBDIVISION, DEDICATION,  
CONVEYANCE AND EASEMENT AGREEMENT

THIS DEED OF CONSOLIDATION, SUBDIVISION, DEDICATION,  
CONVEYANCE AND EASEMENT AGREEMENT is made as of this 16<sup>th</sup> day  
of November, 1992 by (i) RIVERMEAD HOMES, INC., a  
Delaware corporation ("Owner") as Grantor; (ii) THE HAMLETS  
HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation  
("Association") as Grantee; (iii) THE PRINCE WILLIAM COUNTY  
SERVICE AUTHORITY, a body corporate and politic ("Authority") as  
Grantee; and (iv) THE BOARD OF COUNTY SUPERVISORS OF PRINCE  
WILLIAM COUNTY, a body corporate and politic ("County") as  
Grantee.

RECITALS:

R-1. Rivermead Homes, Inc. is the owner by deed recorded in  
Deed Book 1939 at Page 1639 among the land records of Prince  
William County of the property sometimes referred to as Tax Map  
Parcels 89-01-000-0051, 0051B, and 0052 ("Property"), which is  
located in the Brentsville Magisterial District of Prince William  
County.

R-2. It is the desire of the Owner to consolidate and  
subdivide the Property, to dedicate a portion of the Property to  
the County for public street purposes, to grant certain easements  
to the County and the Authority, to reserve certain easements  
over and across the Property, and to convey Parcels "A" and "B"  
to the Association, all as more particularly shown on the plat  
entitled "Record Plat and Consolidation Plat THE HAMLETS", dated

This is to certify that the tax imposed  
by Section 61.1-212 has been paid

1

Consideration 2,500.00

in 25.00

*Remedy Title - Box 28*  
*THIS MAP RECORDED IN*  
*MAP DRAWER 135, PAGE 98 thru 100*  
*Gtee: c/o Rivermead Homes*  
*8221 Old Courthouse*  
*Stc 300*  
*Vienna, VA 22182*  
*HTSF*

This document is being re-recorded. See page 39 for the reasons therefore.

BK1948 P80213

28316

DEED OF CONSOLIDATION, SUBDIVISION, DEDICATION, CONVEYANCE AND EASEMENT AGREEMENT

THIS DEED OF CONSOLIDATION, SUBDIVISION, DEDICATION, CONVEYANCE AND EASEMENT AGREEMENT is made as of this 16<sup>th</sup> day of November, 1992 by (i) RIVERMEAD HOMES, INC., a Delaware corporation ("Owner") as Grantor; (ii) THE HAMLETS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("Association") as Grantee; (iii) THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY, a body corporate and politic ("Authority") as Grantee; and (iv) THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, a body corporate and politic ("County") as Grantee.

RECITALS:

R-1. Rivermead Homes, Inc. is the owner by deed recorded in Deed Book 1939 at Page 1639 among the land records of Prince William County of the property sometimes referred to as Tax Map Parcels 89-01-000-0051, 0051B, and 0052 ("Property"), which is located in the Brentsville Magisterial District of Prince William County.

R-2. It is the desire of the Owner to consolidate and subdivide the Property, to dedicate a portion of the Property to the County for public street purposes, to grant certain easements to the County and the Authority, to reserve certain easements over and across the Property, and to convey Parcels "A" and "B" to the Association, all as more particularly shown on the plat entitled "Record Plat and Consolidation Plat THE HAMLETS", dated

This is to certify that the tax imposed by Section 20.1-210.1 has been paid

Commutation \$ 500.00

Tax 25.00

Return to: Bankert & Nye, P.C.  
Folder 202

THIS MAP RECORDED IN MAP DRAWER L74, PAGE 32-84

Check to Rivermead Homes  
for 1/2 of  
89-01-000-0051  
5/16/2000  
Virginia Homeowners  
Association  
Princed-2 Folder Box-28  
THIS MAP RECORDED IN  
MAP DRAWER L74, PAGE 32 thru 100



BK1948 P60214

June 9, 1992 and revised through August 21, 1992, prepared by Huntley, Nyce and Associates, P.C., a copy of which is attached hereto and incorporated herein ("Plat").

NOW, THEREFORE, THIS DEED OF CONSOLIDATION WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby consolidate the parcels sometimes referred to as Tax Map Numbers 89-01-000-51, 51B and 52, having acquired the same by Deed recorded in Deed Book 1939 at Page 1639 among the land records of Prince William County and do hereby redesignate the consolidated lot as Parcel Z of the Property of Rivermead Homes, Inc.

THIS DEED OF SUBDIVISION FURTHER WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby subdivide the property known as Parcel Z of the Property of Rivermead Homes, Inc and create LOTS 1 THROUGH 47 and PARCELS A and B, THE HAMLETS, both inclusive, as said lots and parcels are set forth on the attached and incorporated Plat and do hereby subject Lots 1 through 47 and Parcels "A" and "B", both inclusive, as herein created to the Declaration of Covenants, Conditions and Restrictions ("Declaration") which is attached hereto as Exhibit A and is incorporated herein by reference.

This subdivision is made with the consent and approval of

BK2341 PG1966

BK1948 PG0215

the appropriate authorities of Prince William County as evidenced by the signatures and stamps set forth on the attached and incorporated Plat. The platting and dedication of the aforementioned lots and parcels is with the free consent and in accordance with the desire of the undersigned Owner as evidenced by the signatures set forth below and in accordance with the statutes of Virginia governing the platting of land.

THIS DEED OF DEDICATION 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 is hereby acknowledged, the Owner does hereby convey in fee simple, with Special Warranty to the County, its successors and assigns in fee simple, for public street purposes those portions of the Property labeled on the attached Plat as "147,177 [Sq. Ft.] HEREBY DEDICATED FOR PUBLIC STREET PURPOSES" and referred to on the Plat as Vanore Place, Covington Court and Cabin Ridge Court and does hereby declare that said dedication is made with its free consent, in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of land, said Plat having been approved by the proper authorities of Prince William County, as evidenced by the signatures and stamps set forth on the attached and incorporated Plat.

THIS DEED FURTHER WITNESSETH: That Owner does hereby create, grant, bargain, sell and convey to the County with special warranty of title, the following easements as said easements are set forth on the attached and incorporated Plat.



BK1948 P00216

This conveyance is made with the approval and consent of Prince William County, as evidenced by the signatures and stamps set out on the attached and incorporated Plat.

a. Various Storm Drainage Easements and Storm Detention Easements as are set forth on the attached and incorporated Plat. These easements shall run with the land and shall allow for construction, operation, maintenance, addition to or alteration of present or future storm drainage lines or other drainage facilities, plus necessary inlet structures, including other appurtenant facilities for the transmission and distribution of storm waters through, upon and across the Property of Owner. These easements shall grant to the appropriate Prince William County authorities the right to enter upon the Property which is the subject of these easements for the purpose of inspecting, maintaining or replacing any storm water management apparatus or facility which is installed upon or beneath the land which is the subject of these easements.

b. Various Sight Distance Easements as are more particularly set forth on the attached and incorporated Plat. The Sight Distance Easement shall prohibit Owner, or any subsequent owner of a lot or parcel on which the easement is located, from maintaining or allowing to exist on the property which is the subject of the easement or to hang over the property which is the subject of the easement, any tree, shrub, or any form of plant life (with the exception of regularly mowed grass), monument, statue, ornament, sign, parked vehicle or any object

BK1948 P60217

which could obstruct the view of any vehicle proceeding on any adjacent right-of-way as said rights of way are delineated on the attached and incorporated Plat. These easements shall allow, but not require, the appropriate authorities of Prince William County to enter upon and inspect the Property which is subject to the easement for conformity herewith and to prune or remove any plant life or remove any object which is located upon or which hangs over the Property which is the subject of the easement. The owner of fee title to the property upon which easements are shown for sight distance purposes shall be responsible for the maintenance of the easements. Maintenance shall include keeping the easements clear of any obstruction which would hinder the intent of these easements as outlined by the Virginia Department of Transportation.

The foregoing easements are subject to the following conditions:

1. All appurtenant facilities installed within 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 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 any 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 then only to the minimum extent necessary for such 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 abutting 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 facilities installed or placed within the easements; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include backfilling of trenches, the replacement of fences and shrubbery, and the reseeding and resodding of lawns and pasture areas, but not the replacement of structures, shrubbery, fences, trees or other obstructions.

4. Owner, its successors and assigns, reserve the right to make any use of the easements herein granted which does not interfere with the flows of the natural storm drainage or adversely affect other properties, or which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements for the purposes named; provided, however, that Owner, its successors and assigns, shall not erect any building or other structure, including fencing, on the easements granted to the County without obtaining the prior

BK2341 PG1970

BK1948 PG0219

written approval of the County.

5. The owner of the fee title to the property shall be responsible for maintenance of any other easements granted to the County.<sup>1</sup>

6. The owner of any property on which there is located an easement for storm drainage or storm water management purposes shall be responsible for the following items of maintenance where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of the owner's ability where such debris or matter has impeded or threatens to impede the free flow of stormwater. The owner's responsibility shall include notification of the Prince William County Department of Public Works of (i) any defects with the structures, pipes, if applicable, and fencing within the easement; (ii) any debris or other matter which is beyond the Owner's ability to remove; and (iii) any excessive flooding, sedimentation or soil erosion within the area of the easement.

7. The Owner agrees to indemnify and hold the County harmless for any and all liability arising from the presence of any hazardous substance in the easements, including any liability under the Comprehensive Environmental Response and Liability Act of 1980, at the time the County is charged with such liability.

THIS DEED FURTHER WITNESSETH: That Owner agrees that no use shall be made of, nor shall any improvement be made in an area on

<sup>1</sup> These easements include but are not limited to: ingress/egress, sight distance, temporary construction and grading and slope maintenance easement, if applicable.



BK1948 P0220

the Plat which is designated as a Flood Hazard Area, without the authorization from Prince William County.

THIS DEED FURTHER WITNESSETH: That the Owner reserves unto itself, to be conveyed at a later date to such utility companies as may desire to construct utilities and/or street lights therein, all those utility easements and street light easements as shown on the Plat. Said easements shall allow utility companies to enter onto the property which is the subject of any such easement for the purpose of constructing and maintaining gas lines, electric lines, cable transmission lines, telephone lines, street lights and similar utilities. The easements shall be binding on all successors and assigns with respect to any portion of the property contained within any such easement and shall not be vacated without the written consent of the County. The respective utility company utilizing the easement shall be responsible for the maintenance of the facility.

THIS DEED FURTHER WITNESSETH: That the Owner does hereby convey unto the Authority with Special Warranty of Title, all those perpetual sanitary sewer easements and perpetual water line easements over, through and across said Property, as said easements are shown on the attached Plat. The permanent easements herein conveyed shall be appurtenant to and run with the Property, and Owner grants to the Authority the perpetual right to install and maintain sanitary sewer lines and water lines, including the right to go on, over and upon the said permanent easements for the purpose of installing, maintaining,

BK1948 PG0221

repairing, and replacing the same as needed. In addition to the foregoing grant, Owner grants unto the Authority during periods of construction and maintenance of said lines the right of using a ten-foot (10') strip of land abutting said easements on each side for the purpose of placing thereon dirt, rock, and other material excavated from the said trenches, and for the purpose of bringing upon the said lines of construction such machinery, pipe and equipment as may be necessary therefore.

Owner shall retain the right to use the Property which is subject to the easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Authority. Owner shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the sanitary sewer main or the water main, except that no building, embankment, fence or other structure shall be erected over said permanent easements unless by mutual consent in writing of the parties or their successors. Owner shall have the right to use, occupy and improve the land occupied by said permanent easements for roads, driveways, or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing and operating its sewer lines and water lines, the Authority shall have the right of ingress and egress to and from its easements over such private roads as may now or hereafter exist on the



BK1948 PG0222

Property. Any damages resulting to such private roads from use shall be repaired by the Authority at its expense. The right, however, is reserved to the Owner to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the easements, the Authority shall have such right of ingress and egress over the Property adjacent to the easements and lying between public roads and the easements, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to Owner. The Authority shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires Authority to disturb the surface of the ground, it shall be the obligation of Authority to restore the same to its condition prior to being so disturbed at Authority's expense.

The cash consideration hereinabove mentioned is paid by the Authority and accepted by Owner as full and total payment for the easements, shrubbery, or other obstructions within the easements, for all trees outside the easements trimmed or felled during the initial construction of Authority's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of the Property.

The Owner covenants that it is seized of and has the right to convey the said easements of right-of-way, rights and privileges; that Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements of

BK1948 PG0223

right-of-way, rights and privileges and that Owner shall execute such further assurances thereof as may be required.

THIS EASEMENT AGREEMENT FURTHER WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby convey unto the Authority that certain Ingress, Egress & Utility Easement as is more particularly shown on the Plat. This easement is being created solely for use of the easement area as a public use facility, for utilities of the Authority, and for ingress and egress to the sanitary pumping station, and cannot be used for any other purpose. The pumping station, the facilities pertaining to it and the access road located within the easement area shall be maintained by the Authority. If the public use of this easement shall cease, no further use of the easement may commence until such time as all requirements of the Zoning Ordinance are met, whether by aggregation with other properties, or otherwise.

Whenever the enjoyment of its rights hereunder requires Authority to disturb the surface of the ground, it shall be the obligation of Authority to restore the same to its condition prior to being so disturbed at Authority's expense.

The cash consideration hereinabove mentioned is paid by the Authority and accepted by Owner as full and total payment for the easements, shrubbery, or other obstructions within the easement, for all trees outside the easements trimmed or felled during the



BK1948 PG0224

initial construction of Authority's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of the Property.

The Owner covenants that it is seized of and has the right to convey the said easement of right-of-way, rights and privileges; that Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right-of-way, rights and privileges and that Owner shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH: That for and 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 is hereby acknowledged, the Owner does hereby grant, bargain, sell and convey unto The Hamlets Homeowners Association, Inc. with Special Warranty of Title, that certain parcel of land, situate and being in Prince William County, Virginia, and being more particularly described as:

PARCELS "A" and "B", THE HAMLETS  
as shown on the Plat attached hereto.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights-of-way and easements contained in the deeds forming the chain of title to these parcels and to the Declaration and further subject to the provisions of the valid ordinances of the County of Prince William, Virginia, pertaining to common open space in effect as of the date hereof.

The Association joins in this Deed for the purpose of

BK1948 PG0225

accepting the responsibilities and duties with respect to said land which are imposed on it by the Declaration and other restrictions recorded as aforesaid.

OWNER:

RIVERHEAD HOMES, INC., a Delaware corporation

By: al Polk (seal)  
Name: AL POLK  
Title: GENERAL MANAGER

STATE OF Virginia  
CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction this 16 day of November, 1992 by Al Polk as General Manager of Riverhead Homes, Inc. on behalf of the corporation.

Krista Reynolds  
Notary Public

My commission expires: October 31, 1995

[Signatures continue on the following pages]



BK2341 PG1977

BK1948 P0226

HOMEOWNERS ASSOCIATION:

THE HAMLETS HOMEOWNERS ASSOCIATION,  
INC., a Virginia non-stock  
corporation

By: Al Policchio (seal)  
Name: PRESIDENT  
Title: Al Policchio

STATE OF VIRGINIA  
CITY/COUNTY OF Carroll, to-wit:

The foregoing instrument was acknowledged before me in  
my aforesaid jurisdiction this 16 day of November, 1992  
by Al Policchio as President of The Hamlets  
Homeowners Association, Inc. on behalf of the corporation.

Kristenolds  
Notary Public

My commission expires: October 31, 1995

BK1948 PG0227

ACCEPTED PER CODE OF VIRGINIA, SECTION 15.1-286.

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

BY: [Signature]  
Chief, Land Permitting Services,  
Planning Office, its authorized agent

STATE OF VA  
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Paul Costanzo (name) as Chief, Land Permitting Services, Planning Office, authorized agent for and on behalf of the Board of County Supervisors of Prince William County, Virginia, this

9<sup>th</sup> day of Dec, 1996  
My commission expires 2/29/96

[Signature]  
Notary Public

APPROVED AS TO FORM PER CODE OF VIRGINIA, SECTION 15.1-286.

[Signature]  
(Assistant) County Attorney



BK2341 PG1979

BK1948 PG0228

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in my  
aforesaid jurisdiction by \_\_\_\_\_ (name)  
as \_\_\_\_\_ (title) of The Prince William County Service  
Authority, this day of \_\_\_\_\_, 19\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

5335\usbanlet.ded  
November 12, 1992