

DEED OF RESUBDIVISION

THIS DEED OF RESUBDIVISION is made as of _____, 2019 by FISHER CUSTOM HOMES, L.L.C., a Virginia limited liability company, its successors and assigns (the “**Owner**”), Grantor; JOHN MARSHALL BANK, its successors and assigns (the “**Lender**”), Grantor; PAUL S. BEATTIE, TRUSTEE and CARL E. DODSON, TRUSTEE (the “**Trustees**”), either of whom may act, Grantors; and the TOWN OF VIENNA, a body corporate and politic, its successors and assigns (the “**Town**”), Grantee.

RECITALS:

A. The Owner is the owner of Lot 3, KATRINA HINE ECHOLS' PROPERTY (the “**Property**”) as the same is duly subdivided, platted and recorded in Deed Book 461 at Page 391 among the Fairfax County, Virginia land records (the “**Land Records**”), having acquired the Property by deed recorded in Deed Book 25763 at Page 47 among the Land Records.

B. It is the desire and intent of the Owner to resubdivide the Property in accordance with this Deed of Resubdivision and plat entitled “FINAL PLAT RESUBDIVISION OF LOT 3 KATRINA HINE ECHOLS' PROPERTY SUBDIVISION” (Plat No. 030170-01-002), dated March 22, 2019 as last revised through June 14, 2019 and prepared by Bowman Consulting Group, Ltd., which is attached hereto and incorporated herein by reference (the “**Plat**”).

C. It is the desire and intent of the Owner to grant and convey unto the Town the easement in the location shown on the Plat as hereinafter provided.

D. The Property is subject to the lien of the deed of trust recorded in Deed Book 25763 at Page 50 among the Land Records (the “**Deed of Trust**”), which conveyed the Property to the Trustees to hold in trust for the benefit of the Lender.

E. The Trustees, either of whom may act, Lender and Owner desire and intend that the Trustees and the Lender consent to the resubdivision of the Property and subordinate the lien of the Deed of Trust to the easement created herein.

RESUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties

Prepared by:

**Charles J. O'Hara [VSB #23091]
O'HARA LAW FIRM, PLC
131 E. Broad Street, Suite 208
Falls Church, VA 22046**

Return to:

BOX 161

Tax Map No.: 0384-25-0003

resubdivide the Property in accordance with the Plat, to be henceforth known as **Lots 3A and 3B, KATRINA HINE ECHOLS' PROPERTY.**

STORM DRAINAGE EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the Town a storm drainage easement 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, said easement being more particularly described on the Plat and subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Town.
2. The Town and its agents shall have full and free use of said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and rights-of-way, including the right of access to and from the rights-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 Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easement; provided, however, that the Town, 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. The Owner reserves the right to make any use of the easement which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Town for the purposes named, provided, however, that no use shall be made of the easement which would interfere in any way with the natural drainage.

LENDER'S CONSENT AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Trustees, authorized to act by the Lender as evidenced by its signature hereto, consent to the subdivision of the Property and consent to and subordinate the lien of the Deed of Trust to the easement created herein.

It is expressly understood that this consent and subordination shall not affect the lien of the Deed of Trust upon the other land conveyed by the Deed of Trust and not subject to such easement, and the Deed of Trust shall remain in full force and effect as to that land conveyed, subject to said easement.

COVENANTS REAL

The Owner declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, their heirs, personal representatives, successors and assigns.

FREE CONSENT AND DESIRE

THIS DEED is made with the free consent and in accordance with the desires of the owners, proprietors and trustees, if any, of the land embraced within the bounds of said resubdivision.

MISCELLANEOUS

THIS DEED is made in accordance with the statutes made and provided in such cases and with the approval of the proper authorities of the Town of Vienna, Virginia, as shown by the signatures on the Plat and this Deed.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

FISHER CUSTOM HOMES, L.L.C.
a Virginia limited liability company

By: _____(SEAL)
Name: Robert S. Fisher
Title: Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me this _____
_____ day of _____, 2019 by Robert S. Fisher as Manager of Fisher
Custom Homes, L.L.C.

Notary Public

My commission expires: _____
Notary Registration No.: _____

JOHN MARSHALL BANK

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ____ day
of _____, 2019 by _____ as _____
_____ of John Marshall Bank.

Notary Public

My commission expires: _____

Notary Registration No.: _____

_____(SEAL)
PAUL S. BEATTIE, TRUSTEE

_____(SEAL)
CARL E. DODSON, TRUSTEE

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ____ day
of _____, 2019 by Paul S. Beattie, Trustee.

Notary Public

My commission expires: _____
Notary Registration No.: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ____ day
of _____, 2019 by Carl S. Dodson, Trustee.

APPROVED AS TO FORM:

TOWN ATTORNEY

Accepted on behalf on the Town of Vienna, Virginia, by authority granted by said Town.

TOWN OF VIENNA, VIRGINIA

By: _____ (SEAL)
Laurie A. DiRocco, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before this ____ day of _____, 2019, by Laurie A. DiRocco as Mayor of the Town of Vienna, Virginia, on behalf of the Town of Vienna, Virginia.

Notary Public

My commission expires: _____
Notary Registration No.: _____