

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF SUBDIVISION, EASEMENT,  
CONVEYANCE AND VACATION

DATE OF INSTRUMENT: JULY 20, 2011

NAMES OF GRANTORS: 1) LOUDOUN RESERVE L.C.  
2) KENNETH P. GLASSMACHER, TRUSTEE  
3) MATT BECK, TRUSTEE  
4) NVR, INC., BENEFICIARY  
5) BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA (AS TO VACATION)

NAMES OF GRANTEES: 1) BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA  
2) LOUDOUN COUNTY SANITATION  
AUTHORITY  
3) AUTUMN OAKS COMMUNITY ASSOCIATION  
4) LOUDOUN RESERVE L.C. (AS TO VACATION)

COUNTY WHERE PROPERTY  
LOCATED: LOUDOUN

ELECTION DISTRICT WHERE  
PROPERTY LOCATED: BROAD RUN

BRIEF DESCRIPTION  
OF PROPERTY: TOWNES AT AUTUMN OAKS, SECTION 1

INSTRUMENT NUMBERS  
WHERE PROPERTY ACQUIRED: INSTRUMENT NO. 20060410-0031493  
INSTRUMENT NO. 20070629-0049225  
INSTRUMENT NO. 20070629-0049226  
INSTRUMENT NO. 20100317-0015224

PLAT ATTACHED: PLAT PREPARED BY J2 ENGINEERS, INC.  
OF MANASSAS, VIRGINIA

TAX MAP IDENTIFICATION NOS.: PIN NOS. 034-30-2448, 034-39-8861,  
034-39-9485 AND 034-40-3610

COUNTY FILE NO.: SBRD 2009-0016

THIS INSTRUMENT PREPARED BY: JO ANNE S. BITNER, ESQ.  
ODIN, FELDMAN & PITTLEMAN, P.C.  
9302 LEE HIGHWAY, SUITE 1100  
FAIRFAX, VIRGINIA 22031

RETURN TO: BOX 60

Plat#20110823-0051410



20110823-0051409



COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN  
OFFICE OF THE CLERK OF CIRCUIT COURT

Brenda S. Butler  
Chief Deputy

Gary M. Clemens  
Clerk

William L. Loy  
Assistant Chief Deputy

OFFICIAL RECEIPT

Receipt Number: T20110033611  
Date/Time: 08/23/2011 15:55:02

Clerk: JHAYES

Customer Name:  
J2 ENGINEERS

Transaction Detail

<u>Code</u>	<u>Description</u>	<u>Paid</u>	<u>Code</u>	<u>Description</u>	<u>Paid</u>
106	TECHNOLOGY FUND	\$5.00	145	VLSF	\$1.50
301	CLERK'S FEE	\$14.50			
	Subtotal:	<u>\$21.00</u>			

Payment Information

<u>Method of Payment</u>	<u>Payment Control ID</u>	<u>Authorized Agent</u>	<u>Amount</u>
Check	1603		\$291.00

AMOUNT PAID:	\$291.00
LESS AMOUNT DUE:	\$291.00
CHANGE RECEIVED:	<u>\$0.00</u>

THIS DEED OF SUBDIVISION, EASEMENT, CONVEYANCE AND VACATION (the "Deed") is made this 20<sup>th</sup> day of July, 2011, by and between LOUDOUN RESERVE L.C., a Virginia limited liability company (hereinafter referred to as "Owner"); KENNETH P. GLASSMACHER and MATT BECK, Trustees, either of whom may act (hereinafter referred to as "Trustees"); NVR, INC., a Virginia corporation, Beneficiary (hereinafter referred to as "Beneficiary"); 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 AUTUMN OAKS COMMUNITY ASSOCIATION, a Virginia nonstock corporation/an association 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 (the "Property"), as shown on plat dated August 10, 2009, and revised through July 18, 2011, entitled "Record Plat Section 1 TOWNES AT AUTUMN OAKS Instrument No 200706290049225 Instrument No. 201003170015224", and prepared by J2 Engineers, Inc. of Manassas, Virginia, certified land surveyors (the "Plat"), which Plat is attached hereto; and

WHEREAS, the Property is situate in Loudoun County, Virginia, Owner having acquired the Property by deeds recorded as Instruments Nos. 20060410-0031493, 20070629-0049225 and 20070629-0049226, and modified by Instrument No. 20100317-0015224, all among the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots, a parcel and a residue parcel, in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the County, unto the Authority and unto the Association 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 hereby create and establish easements for ingress and egress over and across the Property, said easements being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to convey a portion of the Property to the Association; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated May 11, 2011, and recorded as Instrument No. 20110516-0030048, among the aforesaid land records (the "**Deed of Trust**"), wherein the Property was conveyed unto the Trustees, in trust, to secure a certain indebtedness, as more specifically set forth therein.

#### **SUBDIVISION**

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together with the Trustees, does hereby subdivide the Property containing 11.0079 acres, into lots, a parcel and a residue parcel, to be known as Lots One (1) through Forty-nine (49), inclusive, and Open Space Parcel A, Section 1, TOWNES AT AUTUMN OAKS, and a Residue Parcel, identified as PIN No. 034-40-3610, containing 7.4689 acres, in accordance with the Plat which is expressly incorporated herein and made a part of this Deed.

#### **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, Owner does hereby grant and convey unto the County, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat as follows:

A. **Emergency Ingress and Egress Easements.** Easements 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, common driveways, public and private access easements, ingress and egress easements, and Parcel A, as shown on the Plat. Notwithstanding the foregoing, in the event any of such private streets, common driveways, public or private access easements, and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements shall automatically be adjusted so that no portion of the Property which ceases to be a private street, common driveway, public or private access easement or ingress and egress easement shall be subject to these easements. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent any of said easements constitutes a blanket easement over an individual parcel such as a common area or common open space parcel, then buildings, structures, or other above-ground facilities may be constructed within such easement areas, so that the easement shall encumber only the portion of such parcel(s) which is not occupied by buildings, structures or other above-ground facilities.

B. **Storm Drain and Stormwater Management Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management and BMP facilities, storm drainage lines, storm sewer 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 and across the said property of Owner, said easements being more particularly bounded and described on the Plat as “Variable Width SWM Esm’t” and “Variable Width Public Access/SWM/BMP Access Esm’t”.

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 reseeded 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. 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 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 easements conveyed herein in accordance with the terms and conditions of the Declaration for Autumn Oaks recorded contemporaneously with this Deed, as amended (the "Declaration"), except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration, such Association/Lot owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that neither the Association nor any Lot owner shall alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Each lot owner's responsibility to perform such maintenance obligations shall run with the land. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels.

6. The Association shall be responsible for maintenance of the easements conveyed herein for storm water management and BMP purposes (for facilities such as wet or dry detention or retention ponds, bio-retention facilities such as rain gardens, and the like), and for the facilities within such easements that are not maintained by the County, in accordance with the terms and conditions of the Declaration, except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration. Such Association/Lot owner maintenance shall include items such as mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and, for wet ponds/lakes and for bio-retention facilities receiving storm water run-off from only one lot or parcel, such maintenance shall include all facilities and infrastructure not maintained by the County pursuant to a written storm water maintenance agreement. Neither the Association nor

any Lot owner shall alter, disturb nor make any changes to the elevation or contours of the land within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm water management facilities contained within the easements, including (a) for dry detention/retention facilities (dry ponds), removal of debris and maintenance of control structures, weirs and other devices constructed to control the flow of storm water; (b) for wet detention facilities (wet ponds/lakes), only those facilities and maintenance as specified in a written storm water maintenance agreement executed by the County; (c) for constructed stormwater wetlands, control structures; and (d) for bio-retention facilities receiving storm water run-off from more than 1 lot or parcel, the entire facility.

#### **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, 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 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 Owner as shown on the Plat.



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

1. All water mains, 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, 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, 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. 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 Owner shall not erect any building or other structure, except a fence, on the easements without obtaining the prior written approval of the Authority.

**PUBLIC ACCESS 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, Owner does hereby grant and convey unto the County and the Association public access easements and rights-of-way for the purpose of constructing, using, and maintaining trails over and across the Property as shown on the Plat as “7’ Public Access Easement”, “Variable Width Public Access Esm’t” and “Variable Width Public Access/SWM/BMP Access Esm’t”, said easements to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County and the Association shall 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 Association to erect any building or structure of a permanent nature on such adjoining land.

2. The County and the Association 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 it to interfere with the proper and efficient construction, use, and maintenance of said easements.

3. The County and the Association 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 Association, its successors and assigns.

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

#### **ACCESS 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, and in furtherance of Proffer III.D of ZMAP 2005-0038 dated December 7, 2007, and revised December 17, 2007, Owner does hereby create and establish access easements for the purpose of using a play field and tot lots over and across the Property in the locations as shown on the Plat as "Access Easement", for the use and benefit of the members of the neighboring Grovewood Homeowners Association, Inc. The foregoing easements shall be subject to such reasonable rules and regulations as may be promulgated by the Association in its discretion. The Association shall be responsible for the ongoing maintenance, repair and replacement of all amenities within the easement.

#### **TREE CONSERVATION EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of 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, and the Association, its successors and assigns, tree conservation easements in the areas shown on the Plat. Within these easements, no trees, or other foliage providing canopy coverage pursuant to any duly adopted County ordinance, shall be denuded, defaced, or disturbed in any manner, nor shall these easement areas be improved with any building or structure, except for required utility and storm water management installations. Further, these easement areas shall not be subject to vehicular access, other than maintenance vehicles, without the prior written approval of the County. Both the County and the Association shall have the right to inspect and maintain any areas which lie within these easements, and to remove any improvements or other items which are constructed

or located within these easements in contravention of the terms stated herein and as stated in the Declaration. The Association shall be responsible for maintenance of these easements. The maintenance of these easements shall not be the responsibility of the County or the Commonwealth.

**INDIVIDUAL LOT INGRESS/EGRESS EASEMENTS**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish easements for ingress and egress over and across the Property for the benefit of the owners of the Lots, their successors, assigns, guests and invitees, as more particularly bounded and described on the Plat. The Owner shall be responsible for the construction of the roadway within the easements, and the Association, its successors and assigns, shall be responsible for the repair, replacement and maintenance, including snow removal, of the roadway within the easements. The construction, repair and maintenance of the roadway and the easements shall not be the responsibility of the County or the Commonwealth.

These easements shall include the irrevocable right of each owner of the Lots, their successors, assigns, tenants, guests and invitees to have pedestrian access, as necessary, to and from their respective lots over Parcel A, as such lots may be adjusted or resubdivided from time to time. In no event shall this right of pedestrian access permit any person to enter upon any of the individual Lots, as such lots may be adjusted or resubdivided from time to time, but shall only permit travel in a direct manner from a lot to the common area. Parking within the easements shall be subject to the terms and conditions of the Declaration, as the same may be amended and modified from time to time. In the event the parties hereafter enter into any boundary line adjustments or similar documents affecting Parcel A, the easements shall only affect Parcel A, as so adjusted, and shall not affect any individual residential lot.

**TRUSTEES' RELEASE AND SUBORDINATION**

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 Trustees, as authorized to act by Beneficiary, as shown by its execution hereto, do hereby release and discharge from the lien of the Deed of Trust Open Space Parcel A, Section 1, TOWNES AT AUTUMN OAKS, and do hereby subordinate the said lien to the easements herein conveyed.

TO HAVE AND TO HOLD SAID released property unto 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 from the lien of the Deed of Trust shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to the easements herein conveyed.

**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, Owner does hereby GRANT AND CONVEY WITH SPECIAL WARRANTY OF TITLE unto the Association, Open Space Parcel A, Section 1, TOWNES AT AUTUMN OAKS, to have and to hold unto the Association, its successors and assigns.

**VACATION OF COUNTY 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, as the sole owner of the Property, together with the Trustees, with the consent of the County, do hereby vacate that portion of that certain storm drainage easement previously created by instrument recorded among the land records of Loudoun County, Virginia in Deed Book

1863, at page 26, as more particularly shown and depicted on the Plat as "Ex. Storm Drainage Esm't (D.B. 1863, P. 26) (Hereby Vacated – Shaded Area)".

**VACATION OF PRIVATE INGRESS/EGRESS 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, as the sole owner of the Property, together with the Trustees, does hereby vacate that portion of that certain ingress/egress easement previously created by instrument recorded among the land records of Loudoun County, Virginia in Deed Book 1900, at page 1192, as more particularly shown and depicted on the Plat as "30' Ingress/Egress Esm't Deed Book 1900 Page 1192 (Hereby Vacated–Hatched Area)".

**MISCELLANEOUS**

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

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 the Plat and this Deed, and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the land depicted on the Plat, and the Trustees, as aforesaid.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted by the articles of organization, operating agreement or majority vote of the members of the Owner and the other parties hereto.

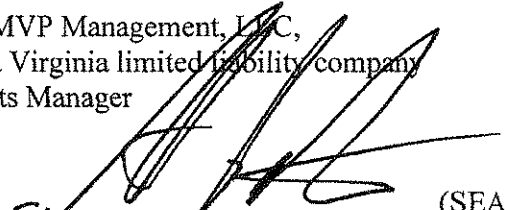
The Association unites herein to indicate and confirm its acceptance of all of the maintenance and other obligations assigned to or assumed by the Association under this Deed.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

LOUDOUN RESERVE L.C.

By: MVP Management, LLC,  
a Virginia limited liability company  
Its Manager

By:  (SEAL)  
Name: Steven B. Peterson  
Title: Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Steven B. Peterson, as Manager of MVP Management, LLC, the Manager of LOUDOUN RESERVE L.C., whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

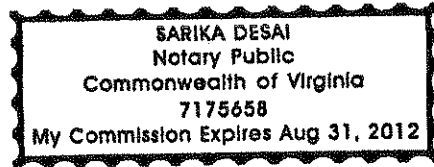
GIVEN under my hand and seal this 20<sup>th</sup> day of July, 2011.

My commission expires:

8/31/12

  
Notary Public  
*Commissioned as  
Sarika Desai*

Notary Registration No.: 7175658



\_\_\_\_\_  
KENNETH P. GLASSMACHER, TRUSTEE (SEAL)

[Signature]  
\_\_\_\_\_  
MATT BECK, TRUSTEE  
*L. SOLID ACTING*

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MATT BECK, as TRUSTEE of KENNETH P. GLASSMACHER, TRUSTEE, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

My commission expires:

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

Notary Registration No.: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MATT BECK, as TRUSTEE of MATT BECK, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

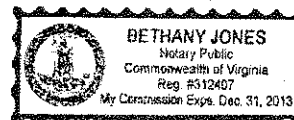
GIVEN under my hand and seal this 25<sup>TH</sup> day of July, 2011.

My commission expires:

[Signature]  
\_\_\_\_\_  
Notary Public

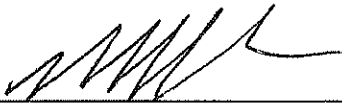
12.31.13

Notary Registration No.: 312407





NVR, INC.,  
BENEFICIARY

By:  (SEAL)  
Name: \_\_\_\_\_  
Title:     Matt Beck, Regional Vice President    

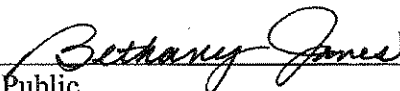
COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MATT BECK, as VICE PRESIDENT of NVR, INC., BENEFICIARY, 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<sup>TH</sup> day of JULY, 2011.

My commission expires:

12.31.13

  
Notary Public

Notary Registration No.: 312407



AUTUMN OAKS COMMUNITY ASSOCIATION

By: [Signature] (SEAL)  
Name: Ronald A. Wagner  
Title: President

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Ronald A. Wagner, as President of AUTUMN OAKS COMMUNITY ASSOCIATION, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

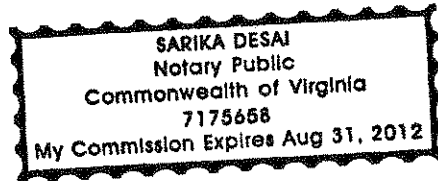
GIVEN under my hand and seal this 20<sup>th</sup> day of July, 2011.

My commission expires:

8/31/12

[Signature]  
Notary Public  
*Commissioned  
as Sarika Desai*

Notary Registration No.: 7175658



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.

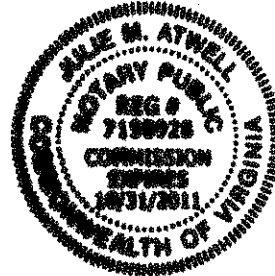
GIVEN under my hand and seal this 11<sup>th</sup> day of August, 2011.

My commission expires:

10/31/2011

Julie M Atwell  
Notary Public

Notary Registration No.: 7150928



The Foregoing Easements Are Hereby Accepted Pursuant To Virginia Code Section 15.2-1803 and the Vacation of the Easement Pursuant to Virginia Code Section 15.2-2271 is Hereby Approved

APPROVED AS TO LEGAL FORM:

~~APPROVED AS TO FORM:~~

*WAV*

~~ASSISTANT COUNTY ATTORNEY~~  
Assistant County Attorney

BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

By: *Michael Seifried* (SEAL)  
Name: *Michael Seifried*  
Title: *Assistant Director*

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that *Michael Seifried*, as *Assistant Director* 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.

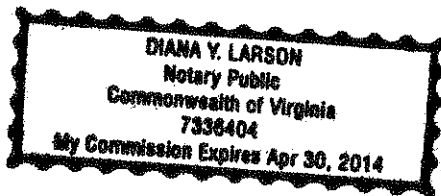
GIVEN under my hand and seal this *22* day of *August*, 2011.

My commission expires:

*4/30/2014*

*Diana Y. Larson*  
Notary Public

Notary Registration No.: *7336404*





COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN  
OFFICE OF THE CLERK OF CIRCUIT COURT

Brenda S. Butler  
Chief Deputy

Gary M. Clemens  
Clerk

William L. Loy  
Assistant Chief Deputy

OFFICIAL RECEIPT

Receipt Number: T20110033611  
Date/Time: 08/23/2011 15:55:02

Clerk: JHAYES

Customer Name:  
J2 ENGINEERS

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Grantor Consideration</u>	<u>Assumption Value</u>	<u>Grantee Consideration</u>	
201108230051409	DV				
<u>First Party Name</u>			<u>Second Party Name</u>		
LOUDOUN RESERVE LC			LOUDOUN CO BOARD OF SUPERVISORS		
<u>Code</u>	<u>Description</u>	<u>Paid</u>	<u>Code</u>	<u>Description</u>	<u>Paid</u>
106	TECHNOLOGY FUND	\$5.00	145	VLSF	\$1.50
301	CLERK'S FEE	\$28.50			
Subtotal:		\$35.00			

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Grantor Consideration</u>	<u>Assumption Value</u>	<u>Grantee Consideration</u>	
201108230051410	OPM				
<u>First Party Name</u>			<u>Second Party Name</u>		
			TOWNES AT AUTUMN OAKS S1		
<u>Code</u>	<u>Description</u>	<u>Paid</u>	<u>Code</u>	<u>Description</u>	<u>Paid</u>
106	TECHNOLOGY FUND	\$45.00	145	VLSF	\$13.50
301	CLERK'S FEE	\$121.50			
Subtotal:		\$180.00			

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Grantor Consideration</u>	<u>Assumption Value</u>	<u>Grantee Consideration</u>	
201108230051411	DECL				
<u>First Party Name</u>			<u>Second Party Name</u>		
LOUDOUN RESERVE LC			AUTUMN OAKS COMMUNITY ASSOC		
<u>Code</u>	<u>Description</u>	<u>Paid</u>	<u>Code</u>	<u>Description</u>	<u>Paid</u>
106	TECHNOLOGY FUND	\$5.00	145	VLSF	\$1.50
301	CLERK'S FEE	\$48.50			
Subtotal:		\$55.00			

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Grantor Consideration</u>	<u>Assumption Value</u>	<u>Grantee Consideration</u>
201108230051412	DECL			
<u>First Party Name</u>			<u>Second Party Name</u>	
LOUDOUN RESERVE LC			LOUDOUN RESERVE LC	