



# County of Fairfax, Virginia

## MEMORANDUM

**DATE:** 07/14/10

**TO:** William G. Bouie, Chairman  
Park Authority Board

**FROM:** Nancy Vehrs *N.V.*  
Clerk to the Board of Supervisors

**SUBJECT:** Proffered Condition Amendment Application PCA 95-V-013

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on July 13, 2010, approving Proffered Condition Amendment Application PCA 95-V-013 and the associated Conceptual Development Plan Amendment in the name of the Fairfax County Park Authority. The Board's action amends the proffers for Rezoning Application RZ 95-V-013, previously approved for 49 single family detached dwellings at a density of 1.13 du/ac. The subject property is located west of Accotink Road and south of its intersection with Fisher Woods Drive on approximately 15.52 acres of land zoned PDH-2 and HD [Tax Map 99-4 ((9)) A], in the Mount Vernon District.

Please note that the on May 27, 2010, the Planning Commission approved Final Development Plan Amendment Application FDPA 95-V-013.

**Cc:** Chairman Sharon Bulova  
Supervisor Gerry Hyland, Mount Vernon District  
Janet Coldsmith, Director, Real Estate Division, Dept. of Tax Administration  
Regina Coyle, Director, Zoning Evaluation Division, DPZ  
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning  
Angela K. Rodeheaver, Section Chief, Transportation, Planning Division  
Ellen Gallagher, Capital Projects and Operations Div., Dept. of Transportation  
Ken Williams, Plans & Document Control, ESRD, DPWES  
Department of Highways-VDOT  
Sandy Stallman, Park Planning Branch Manager, FCPA  
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division  
District Planning Commissioner  
Denise James, Office of Capital Facilities/Fairfax County Public Schools  
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

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Office of the Clerk to the Board of Supervisors

12000 Government Center Parkway, Suite 533

Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903

Email: [clerktothebos@fairfaxcounty.gov](mailto:clerktothebos@fairfaxcounty.gov)

[www.fairfaxcounty.gov/bosclerk](http://www.fairfaxcounty.gov/bosclerk)



At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on the 13th day of July, 2010, the following ordinance was adopted.

**AN ORDINANCE AMENDING THE ZONING ORDINANCE  
PROFFERED CONDITION AMENDMENT PCA 95-V-013**

**WHEREAS**, the Fairfax County Park Authority, filed in the proper form an application to amend the proffers for RZ 95-V-013 hereinafter described, by amending conditions proffered and accepted pursuant to Virginia Code Ann. 15.2-2303(a), and

**WHEREAS**, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

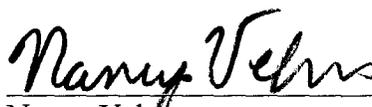
**WHEREAS**, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

**NOW, THEREFORE, BE IT ORDAINED**, that that certain parcel of land situated in the Mount Vernon District, and more particularly described as follows (see attached legal description):

Be, and hereby is further restricted by the amended conditions proffered and accepted pursuant to Virginia Code Ann., 15.2-2303(a), which conditions are incorporated into the Zoning Ordinance as it affects said parcel, and

**BE IT FURTHER ENACTED**, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcels.

GIVEN under my hand this 13th day of July, 2010.



Nancy Vehrs  
Clerk to the Board of Supervisors



FAIRFAX COUNTY PARK AUTHORITY  
MOUNT AIR HISTORIC SITE  
PROFFERED CONDITION AMENDMENT

PCA/FDPA-95-V-013

May 27, 2010

Pursuant to Section 15.2-2303(a) of the Code of Virginia, 1950, as amended, the property owner and Applicant (the "Applicant") in this Proffer Condition Amendment application proffer that the development of the parcel under consideration and shown on the Fairfax County Tax Map Reference 99-4 ((9)) A (hereinafter referred to as the "Property") will be in accordance with the following proffered conditions (the "Proffered Conditions") if, and only if, said proffer condition amendment (PCA/FDPA-95-V-013) is granted. In the event said application request is denied, these Proffered Conditions shall be null and void. The Applicant, for themselves, their successors and assigns, agree that these Proffered Conditions shall be binding on the future development of the Property unless modified, waived or rescinded in the future by the Board of Supervisors of Fairfax County, Virginia, in accordance with applicable County and State statutory procedures. These proffers shall be in addition to the previously approved proffers dated February 5, 1996, a copy of which is attached. Previously approved proffered conditions applicable to the Application Property that are not modified herein are hereby reaffirmed and shall otherwise remain in full force and effect.

The Proffered Conditions are:

Proffer 1 and 3 - 14 are hereby reaffirmed.

Proffer 2 is hereby deleted and replaced with the following:

2. Under RZ 95-V-013, Parcel 99-4 ((9)) A (hereby referred to as "Parcel A"), was previously proffered to the Park Authority for passive recreational use, respecting the nature of the historic

site and its previous function as a home. Parcel A contains the stone and brick foundation of the Mount Air historic house, a wood barn, and four other wood structures. The "2 story wood house," so labeled on the CDP/FDP, shall be removed from the site since it is not a historic building and does not contribute to the interpretation of the historic site. Access to Parcel A shall be from an existing gravel entrance lane which intersects with the existing Fisher Woods Drive.

The following proffers are hereby added:

15. The Architectural Review Board approval shall be obtained prior to the issuance of permits for the erection, construction, reconstruction, or exterior rehabilitation, remodeling, alteration, restoration, demolition, razing, relocation, or moving of any building or structure within Parcel A in accordance with Zoning Ordinance Section 7-204.
16. Staff from the Fairfax County Park Authority Resource Management Division shall be present during site disturbing activities related to the demolition of the Tenant House on Parcel A to ensure the protection of the site's natural and cultural resources.
17. Tree Preservation. Prior to the demolition of the Tenant House on Parcel A, the Applicant shall demonstrate that the proposed demolition will meet applicable Fairfax County requirements for tree preservation and the requirements of this Proffer. The demolition plan will show tree preservation methods.
  - A. Tree Survey. The Applicant (Park Authority) shall submit a Tree Survey to UFMD listing all trees 6 inches in diameter or greater, within 25 feet of the Tenant House, which will be demolished. The survey shall include species, diameter, crown spread measurements, and

general health. All demolition activities shall be conducted to minimize impacts to trees root systems and crowns to the greatest extent possible.

B. Tree Protection. Tree protection fencing shall be provided in the form of (4) foot high, fourteen (14) gauge welded wire OR heavy duty plastic attached to (6) six foot steel posts driven (18) eighteen inches into the ground, and placed no further than ten (10) feet apart, to protect trees and vegetation in the vicinity of the Tenant House which will be demolished. The fencing shall be inspected by, and be to the satisfaction of, the Urban Forest Management Division (UFMD), prior to obtaining the demolition permit.

C. Limits of Clearing and Grading. With regard to the demolition of the Tenant House on Parcel A, the Applicant shall strictly conform to the limits of clearing and grading as shown on the Development Plan.

D. Site Monitoring. At all times during the installation of tree protection fencing and during any clearing or removal of trees, vegetation, or structures, a representative of the Applicant shall be present to monitor the process and ensure that the activities are conducted in accordance with the proffers and as approved by UFM.

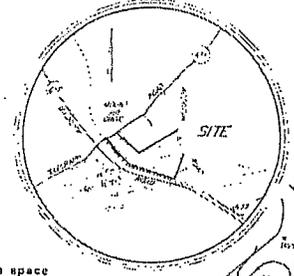
18. These proffers shall not restrict the Park Authority from undertaking minimal clearing and grading to develop Parcel A as a passive, historic park. The Park Authority shall not be restricted from undertaking any operation necessary, including but not limited to, invasive species management, or site maintenance of fields, woodlands, structures, or signage for a passive, historic park on Parcel A.

FAIRFAX COUNTY PARK AUTHORITY

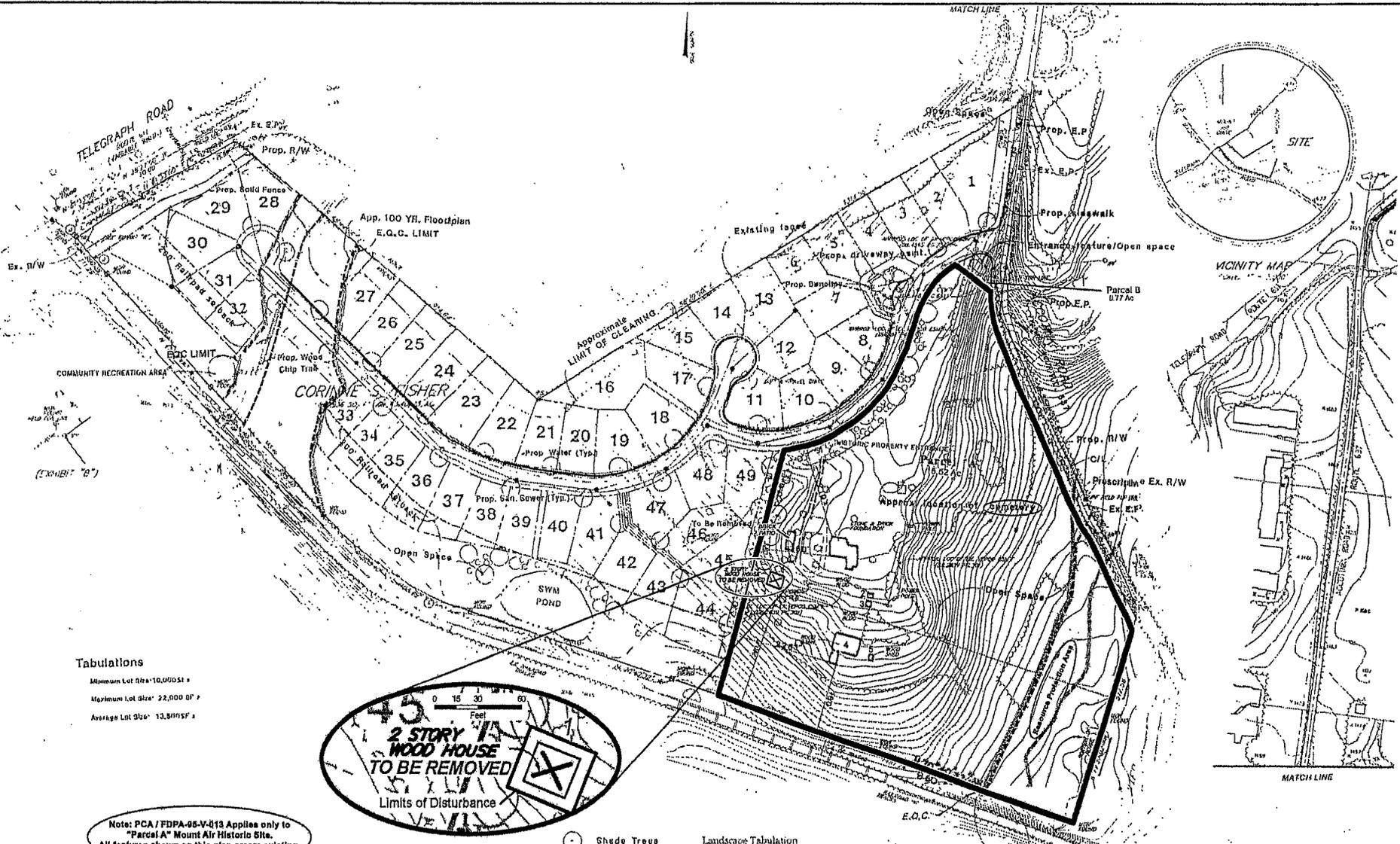
Title Owner of Tax Map No. 99-4 ((9)) A

By:  \_\_\_\_\_

John W. Dargle, Jr., Director



VICINITY MAP

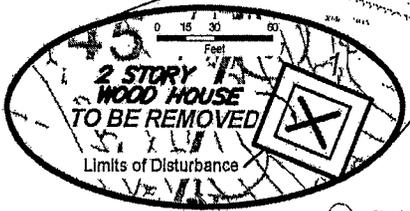


**Tabulations**

Minimum Lot Size: 10,000 SF ±

Maximum Lot Size: 22,000 SF ±

Average Lot Size: 13,500 SF ±



Note: PCA / FDPA-95-V-013 Applies only to "Parcel A" Mount Air Historic Site. All features shown on this plan are existing.

- Shade Trees
  - Ornamental Trees
  - Evergreen Trees
- Landscape Tabulation

	Qty	Size
(I) Buffer Area:		
Shade:	15	2" - 2 1/4" Cal
Ornamental:	1	6'
Evergreen:	64	6'
(II) Street Trees:		
Shade:	28	2" - 2 1/4" Cal
Ornamental:	3	6'

- EXISTING BUILDINGS ON PARCEL A**
- 1 Tenant House
  - 2 Cabin
  - 3 Cabin
  - 4 Barn
  - 5 Shed

CURVE TABLE

Stationing	Radius	Delta	Chord	Offset	Stationing	Radius	Delta	Chord	Offset
1+00.00	100.00	30.00	100.00	0.00	1+30.00	100.00	30.00	100.00	0.00
1+30.00	100.00	30.00	100.00	0.00	1+60.00	100.00	30.00	100.00	0.00
1+60.00	100.00	30.00	100.00	0.00	1+90.00	100.00	30.00	100.00	0.00
1+90.00	100.00	30.00	100.00	0.00	2+20.00	100.00	30.00	100.00	0.00

Prior to issuance of any building permits, all structural alterations must be reviewed and approved by the Architectural Review Board in accordance with Zoning Ordinance Section 7-204.3.

Amended by:  
Fairfax County Park Authority  
12 April 2010

All Changes Are in Bubbles

CDPA / FDPA  
Mount Air PCA/FDPA 95-V-013  
8600 Accornik Road, Lorton VA 22079



TABULATIONS

Labeling Zone:	P04-2
Proposed Zone:	P04-2
Gross Land Area:	43.40594 acres
Proposed Density:	49 units = 1.3 DU/AC
Total Open Space Required (20% of gross site area):	8.68 acres
Total Open Space Provided (46% ±):	20 ± acres

PARKING REQUIRED

Single Family Detached:	Required: Standard (7.0)	98 spaces
	Provided: Standard (7.0)	98 spaces

(3/27)

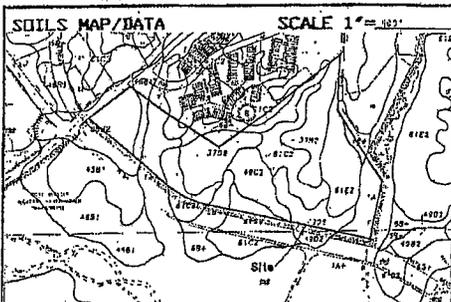
GENERAL NOTES:

- The property shown on this conceptual/development plan is in the Long Branch M&E subbasin of the Lower Potomac Sanitary Sewer District and the Occochee Creek watershed.
  - Trpa is shown from air survey. Coverage Interval is 2'.
  - The Fairfax County Water Authority (F.C.W.A.) is the public water supply agency for this development.
  - Boundry is provided by The BC Consultants, Inc.
  - Location of manholes shown herein are based on information available from site maps and/or deeds of record, not from recent field locations or this search, and they should not be regarded as a correct or final location.
  - Statement of conditions or commitments and/or statements required pursuant to Section 16-502 and 16-501 are enumerated on this page and sheet 16-501 and 16-502 comments.
  - This plan does not purport to show all existing underground utilities and those shown are approximate.
  - This plan does not necessarily show utilities as they are to be constructed for each individual building. Individual plans and profiles will be submitted in due future for construction purposes. The BC Consultants, Inc. assumes no responsibility for construction with these plans.
  - All public streets shall conform to Fairfax County and/or Virginia Department of Highways and Transportation Standards and Specifications.
  - The property delineated by this plan is shown on assessment map as 99-4 (11) parcel 47.
  - Public utilities (i.e., sanitary sewer trunk lines, water distribution mains, telephone and electric service) are presently available or accessible to the site and will be constructed or extended by the developer and/or the utility company as may be appropriate.
  - Development schedule and phasing to be determined as market conditions allow.
  - Best Management Practice techniques proposed for this project include dry ponds, as shown on plan.
  - All walk locations are approximate. Exact walk locations are to be determined at site plan stage.
- (3/27)
- The proposed limits of clearing and grading are approximate and are subject to adjustment at time of final engineering and location of utilities.

16-501 COMMENTS:

- Shown on plan.
  - Owner: Corine S. Fisher  
Care Rosemary T. Custer  
30 Cedar Lane  
Middletown, VA 22640  
Applicant/Agent for: Van Alst Company  
3252 Lynette Court  
Burke, VA 22015
  - Refer to general notes No. 2
  - Shown on plan.
  - N/A
  - Shown on plan.
  - Shown on plan, refer to tabulations.
  - Shown on plan, refer to tabulations.
  - Shown on plan.
  - E.O.C., R.P.A. and floodplain areas on the site are shown on plan.
  - Shown on plan.
  - N/A
  - The historic structures and related EOC will be preserved on site.
  - Partial sites will remain untouched as shown on plan.
  - The Fairfax County Comprehensive Plan recommends residential development at a density of 1-2 DU/AC.
  - See plan.
  - Existing structures will be preserved as Parcel "A".
  - N/A
  - See tabulations.
  - See tabulations.
  - This plan conforms to the provisions of all applicable ordinances, regulations and approval standards and conditions.
  - Refer to profiles.
  - Development schedule and phasing to be determined as market conditions allow.
- (5) copies submitted separately.
  - Shown on plan, statement submitted separately.
  - To the best of our knowledge no hazardous or toxic substances exist on the site. If any substances are found, the methods for disposal shall adhere to county, state or federal law.
  - N/A.
- (3/27)

Project: Mount Air Property  
Prepared by: The BC Consultants, Inc. 1834 Alexander Blvd., Arlinton, VA 22201  
(703) 261-3500



SOIL I.D. NUMBERS	SERIES NAME	FORMATION SUPPORT	SURFACE DRAINAGE	SLOPE STABILITY	ORGANICITY	RESTRICTIONS
JA	Wood Alliance	P000-E, M, B	P000-F, R	Good	Slight	A Y
01	Wentworth	TAL-E, M, B	Wentworth	Good	Slight	M Y
37, 30	Wentworth	Good-B	Wentworth	Good	Medium	B Y
46	Wentworth	Wentworth	Wentworth	Good	Medium	M Y
49	Wentworth	Wentworth	Wentworth	Good	Medium	A-B Y
0	Wentworth	Wentworth	Wentworth	Good	Medium	A-B Y

SOILS WITH IDENTIFICATION NUMBERS 59, 66, 69, 141, 142 AND 152 MAY OVERLIE PARENT BEDROCK FORMATIONS WHICH HAVE BEEN FOUND TO CONTAIN NATURALLY OCCURRING ASBESTOS MINERALS. SPECIAL MINING CONSTRUCTION MEASURES AND PRECAUTIONS ARE REQUIRED IN COMPLIANCE WITH HEALTH DEPARTMENT DIRECTIVES WITHIN THESE SOILS OR WITHIN FILL ORIGINATING FROM THESE SOILS.

Tree Cover Worksheet

Zoning Category P04-2

- Total Site Area (43.40594 ac) 1,890,762.74 S.F.
- Buildable Area (Building Footprint or S.F. per lot x no. of buildable lots) 49 @ 11,030 = 541,450 541,450.00 S.F.
- Exempted Areas
- Adjusted Site Area 1,349,312.75 S.F.
- Tree Cover to be Provided (20%) 269,862.55 S.F.
- Existing Tree Cover Area (± 1.2%) (150,000 ± S.F.) 501,500.00 ± S.F.
- Tree Cover to be Provided by Planting Trees 0.00
- Tree Cover Provided (± 1.6% ±) 501,500.00 ± S.F.

(3/27)

NOTE:

BASE ON OUR CURRENT BOUNDARY SURVEY, THE TOTAL SITE AREA IS 43.40594 AC.

16-502 COMMENTS:

- Shown on plan.
  - Shown on plan.
  - Shown on tabulations.
  - Shown on plan.
  - Shown on plan.
  - Refer to general notes No. 2.
  - Shown on plan.
  - N/A
  - Shown on plan.
  - N/A
  - Shown on plan.
  - Shown on plan.
  - Partial sites will remain untouched as shown on plan.
  - Shown on plan.
  - N/A
  - E.O.C., R.P.A. and floodplain areas on the site are shown on plan.
  - Development schedule and phasing to be determined as market conditions allow.
- Refer to tabulations.
  - Refer to tabulations.
  - N/A
  - Refer to tabulations.
  - Refer to tabulations.
  - Refer to tabulations.
  - N/A
- (5) copies submitted separately.
  - Not available.
  - To the best of our knowledge no hazardous or toxic substances exist on the site. If any substances are found, the methods for disposal shall adhere to county, state or federal law.
  - This plan conforms to the provisions of all applicable ordinances, regulations and approval standards and conditions. No waivers are requested.
  - N/A.
  - N/A.
- (3/27)

The BC Consultants  
Planning • Engineering • Surveying • Landscaping • Architecture  
1000 North Point Street, Suite 100, Reston, VA 20190  
Phone: (703) 719-9000 Fax: (703) 719-9000



NOTES AND TABULATIONS  
MOUNT AIR  
MOUNT VERNON DISTRICT  
ALBERT COUNTY, VIRGINIA

DATE: 12/27/24	SCALE: 1" = 100'
SHEET: 2 OF 2	
FILE NO. 140480	
GRID NAME: 14-048-34	



**COUNTY OF FAIRFAX**  
**Department of Planning and Zoning**  
**Zoning Evaluation Division**  
 12055 Government Center Parkway, Suite 801  
 Fairfax, VA 22035 (703) 324-1290, TTY 711  
[www.fairfaxcounty.gov/dpz/zoning/applications](http://www.fairfaxcounty.gov/dpz/zoning/applications)

APPLICATION No: PCA 95-V-013 §

(Assigned by staff)  
FDPA 95-V-013

RECEIVED  
 Department of Planning & Zoning

SEP 10 2009

Zoning Evaluation Division

**APPLICATION FOR A REZONING**  
 (PLEASE TYPE or PRINT IN BLACK INK)

**PETITION**

**TO: THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**

I (We) Fairfax County Park Authority, the applicant (s) petition you to adopt an ordinance amending the Zoning Map of Fairfax County, Virginia, by reclassifying from the N/A District to the N/A District the property described below and outlined in red on the Zoning Section Sheet(s) accompanying and made part of this application.

APPLICATION TYPE(S):	PCA	(X)	CDP	( )	FDP	( )	CDPA	( )	FDPA	(X)
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**LEGAL DESCRIPTION:**

A		Mount Air	10105	0281
Lot(s)	Block(s)	Subdivision	Deed Book	Page No.

**TAX MAP DESCRIPTION:**

99-4	9		A	15.52
Map No.	Double Circle No.	Single Circle No.	Parcel(s)/Lot(s) No.	Total Acreage

**POSTAL ADDRESS OF PROPERTY:**

8600 Accotink Road, Lorton VA 22079

**ADVERTISING DISCRPTION:** (Example - North side of Lee Highway approx. 1000 feet west of its intersection with Newgate Blvd.)

West of Accotink Road, South of the intersection with Fisher Woods Drive	
PRESENT USE: Parkland	PROPOSED USE: Parkland
MAGISTERIAL DISTRICT: Mount Vernon	OVERLAY DISTRICT (S): Mount Air Historic Overlay District

The name(s) and address(s) of owner(s) of record shall provided on the affidavit form attached and made part of this application. The undersigned has the power to authorize and does hereby authorize Fairfax County staff representative on official business to enter on the subject property as necessary to process the application. Andy Galusha (contact)

John W. Dargle Jr., Director, Fairfax County Park Authority

Type or Print Name  
 12055 Govt Center Pkwy, Suite 946  
 Fairfax VA 22035  
 Address

[Signature]  
 Signature of Applicant or Agent  
 (Work) 324-8578 (Mobile)  
 Telephone Number

Please provide name and telephone number of contact if different from above: Andy Galusha 703-324-8755

DO NOT WRITE BELOW THIS SPACE

PCA 2009-0236

une 10/21/09

Date application accepted: 10/29/09

Fee Paid \$100

Virginia Ruffen



Tax Map Reference No 099-4-01-0047  
This instrument was prepared by and upon recordation shall be returned to  
D Wyatt Bethel, Esquire  
Van Metre Companies  
5252 Lyngate Court  
Burke, Virginia 22015

DEED OF SUBDIVISION, DEDICATION, EASEMENT,  
CONVEYANCE, AND PARTIAL RELEASE

THIS DEED OF SUBDIVISION, DEDICATION, EASEMENT, CONVEYANCE, AND PARTIAL RELEASE ("Deed of Subdivision") is made as of this 6th day of August, 1997, by and between VAN METRE LAND LIMITED PARTNERSHIP, a Virginia Limited Partnership ("Owner") (index as Grantor), and THOMAS A. MACDONNELL, JR. and JOHN J. MANDLER as Trustees, either of whom may act alone in the premises (individually and collectively, the "Trustees") (index as Grantor), and RESIDENTIAL FUNDING CORPORATION, a Delaware Corporation ("Beneficiary") (index as Grantor), and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County") (index as Grantee), and THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic ("Water Authority") (index as Grantee); and THE FAIRFAX COUNTY PARK AUTHORITY, a body corporate and politic ("Park Authority") (index as Grantee), and MOUNT AIR HOMEOWNERS ASSOCIATION, a Virginia non-profit Corporation ("Association") (index as Grantee),

RETURN TO: D. WYATT BETHEL, ESQ.,  
VAN METRE COMPANIES  
5252 LYNGATE COURT  
BURKE, VA. 22015

97 118878

SEP-3 P 224

W I T N E S S E T H

WHEREAS, the Owner is the owner and proprietor of a certain parcel and tract of land located and situate in Fairfax County, Virginia containing a total of approximately 43 14863 acres as more particularly described on "Exhibit A" attached hereto (the "Property") which Property is shown and depicted on the plat dated March 5, 1997, as subsequently revised, entitled "Record Plat Mount Air", prepared by BC Consultants (County Record Plat No 9352-RP-01) attached hereto and incorporated herein by this reference (the "Plat"), the Owner having acquired title to the Property from Corinne Staats Fisher by Deed dated December 16, 1996, and recorded December 20, 1996, in Deed Book 9885 at Page 456 among the land records of Fairfax County, Virginia ("Land Records"), and

WHEREAS, the Property is subject to the lien of a certain Credit Line Deed of Trust and Security Agreement dated December 18, 1996, and recorded December 19, 1996, in Deed Book 9883 at Page 1333 among the land records of Fairfax County, Virginia, as the same was subsequently modified and amended by that certain First Deed of Trust Modification Agreement dated and recorded

DEM-DIVISION OF DESIGN REVIEW  
9352-RP-01-11-01  
DOCUMENT CONTROL NUMBER

RECEIVED  
Department of Planning & Zoning

SEP 10 2009

Zoning Evaluation Division

December 20, 1996, in Deed Book 9885 at Page 460 among the Land Records (the foregoing instruments being herein collectively referred to as the "Deed of Trust"), wherein the Property was conveyed and granted by Owner to the Trustees, in trust, to secure the repayment of a certain loan indebtedness payable to the Beneficiary, as more specifically set forth in the said Deed of Trust, and

WHEREAS, it is the desire and intent of the Owner, with the consent and approval of the Trustees, and the Beneficiary, as evidenced by their respective endorsements hereto, being the only parties possessing any right, title and interest in the Property, to subdivide the Property into designated numbered lots and lettered parcels, and to dedicate, grant, and convey a portion of the Property for public street purposes, all in accordance with this Deed of Subdivision and the Plat attached hereto, and

WHEREAS, it is the desire and intent of the Owner to grant and convey to the County certain ingress and egress, storm drainage, sanitary sewer, flood plain and storm drainage, conservation, restrictive planting, storm water management access, and temporary grading and construction easements on the Property in the locations as shown and labeled on the Plat, and all as hereinafter provided, and

WHEREAS, it is further the desire and intent of the Owner to create upon the Property, and grant and convey to the County certain sight distance easements to serve and benefit the community created hereby on the Property in the locations as shown, labeled and designated on the attached Plat and as hereinafter provided, and

WHEREAS, it is further the desire and intent of the Owner to create, establish, grant and convey upon the Property those certain private pipestem driveways and the accompanying easements for ingress and egress to serve and benefit the affected residential building lots hereby subdivided, in the locations as shown, labeled and designated on the attached Plat and as hereinafter provided, and

WHEREAS, it is further the desire and intent of the Owner to grant and convey to the Water Authority certain easements on the Property in the locations as shown and labeled on the Plat, and as hereinafter provided, and

WHEREAS, it is further the desire and intent of the Owner to grant and convey to the Park Authority fee simple title to that certain tract and parcel of land containing 15 52708 acres, said tract and parcel being shown, described, and designated on the attached Plat as Parcel "A", Mount Air Subdivision, subject to the various easements first herein created and granted by the Owner on the said parcel, and the restrictions imposed by the

terms of the Plat, and

WHEREAS, it is further the desire and intent of the Owner to grant and convey to the Association fee simple title to those certain tracts and parcels of land containing in the aggregate a total of 6 94384 acres, said tracts and parcels being shown, described, and designated on the attached Plat as Parcels "B", "C", "D", "E", and "F", Mount Air Subdivision, subject to the various easements first herein created and granted by the Owner on the said parcels, and the restrictions imposed by the terms of the Plat

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, together with the Trustees, as authorized to act by the Deed of Trust, and with the consent of the Beneficiary, all as shown by their execution hereof, do hereby subdivide the Property described in attached "Schedule A", containing 43 14863 acres into lots to be known as Lots One (1) through Forty-nine (49), inclusive, MOUNT AIR Subdivision, and Parcels "A", "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, in accordance with the Plat

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00); cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate to public street purposes and convey to the County, in fee simple, in the aggregate a total of 176,479 square feet of the Property labeled in various locations on the Plat as "6,896 sq ft or 0 15832 ac Hereby Dedicated For Public Street Purposes" (being the dedication along Telegraph Road), "169,583 sq ft or 3 89309 ac Hereby Dedicated For Public Street Purposes" (being the dedication along Accotink Road, and Sara Ball Lane and Dennis McCarty Drive in their respective entireties) This dedication is made in accordance with the statutes made and provided therefore

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Ingress-Egress Easements, on and upon the Property in accordance with and as shown on the Plat, including upon, over and across the private pipestem driveways to be established and constructed on the Property as hereinafter provided, and the portions of the Property to be conveyed herein to the Association and owned and maintained by the Association, and the area designated on the Plat as "20' SWM Access Esm't", for the purposes of ingress and egress and access by County and other emergency, maintenance, and police vehicles to, over and across the Property for the construction and maintenance of utilities, and for the purpose of performing any and all

governmental functions which the County may find necessary or desirable to perform, including, but not limited to, police and fire protection, subject to the following terms and conditions

1 All streets, service drives, trails, sidewalks and 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 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

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby 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 water drainage and its transmission through and across the Property, as more particularly bounded and described and depicted on the attached Plat, subject to the following 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 or assigns 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, including the right of access to and from the rights-of-way and the 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 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, structures or other obstructions or facilities in or reasonably 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 and the reseeded or resodding 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 easements 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 no use shall be made of the easements which shall interfere with the natural drainage

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, certain Storm Drainage and Flood Plain Easements for the purpose of reserving a natural flood plain and drainage way, and for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm water drainage and its transmission through and across the Property, as more particularly bounded and described and depicted on the attached Plat, subject to the following 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 or assigns 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, including the right of access to and from the rights-of-way and the 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 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, structures or other obstructions or facilities in or reasonably 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 and the reseeding or resodding 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 easements without the specific written authorization of Fairfax County, and no use shall be made of the easements which would interfere in any way with the natural drainage

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, certain Conservation Easements for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Property, as more particularly bounded and described and depicted on the attached Plat, subject to the following conditions

1 No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization from Fairfax County

2 All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of Fairfax County

3 In the event of any violation of this conservation easement, the Owner, or its successors and assigns, shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed of Subdivision Further, the County and its agents shall have the right, but not the obligation, to enter upon the Property and restore the conservation easement area to the extent the County may deem necessary The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a certain Restrictive Planting Easement for the purposes of promoting the stability of the dam and embankment of the storm water management pond and facility, and regulating plant growth within the easement area on the Property of the Owner, as more particularly bounded and described on the Plat, 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 sole judgement of the County, 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 Fairfax 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.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, certain Grading and Temporary Construction Easements for the purposes of establishing new grade or topography and performing construction work and activities on, through and across the Property of the Owner, as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1 The County and its agents or assigns 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, including the right of reasonable access to and from the rights-of-way and the 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, structure or facility of a permanent nature on such adjoining land.

2 The County 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 easements being conveyed deemed by it to interfere with the proper and efficient construction, grading or maintenance of the property, 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 restoration of the original grade or the replacement of structures, trees or other obstructions

3 The Owner reserves the right to make any use of the easements 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 structure, including a fence, on the easements, without the prior written approval of the County

4 The temporary construction easements shall terminate and be null and void at such time as the grading and construction contemplated to be done is completed

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, certain **Sanitary Sewer Easements** for the purpose of installing, constructing, operating, maintaining, adding to, or altering and replacing present or future sanitary sewer lines, including necessary inlet structures, manholes, building connection lines, and other appurtenant facilities, for the collection of sanitary sewage and its transmission through and across the Property, as more particularly bounded and described and depicted on the attached Plat, subject to the following terms and conditions

1 All sewers, manholes, inlet structures 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 or assigns 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, including the right of access to and from the rights-of-way and the 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 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, structures or other obstructions or facilities in or reasonably near the easements being conveyed deemed by it to interfere with the proper 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 easements and to make any use of the easements 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 the Owner shall not erect any building or structure, except a fence, on the easements without the prior written approval of the County

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, certain Sight Distance Easements through and across the Property of the Owner, as more particularly bounded and described and depicted on the attached Plat, subject to the following terms and conditions

1 The Owner, its successors and assigns, shall not place any structure, plant or object within the easements more than two feet in height

2 The Owner, its successors and assigns, agree 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 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 and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Water Authority, its successors and assigns, certain easements and rights-of-way for the purpose 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, over, upon and across the Property, said Property and easements being more particularly bounded and described on the Plat attached hereto and incorporated herein The easements hereby granted to

the Water Authority are subject to the following terms and conditions

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

2 The Water Authority 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 abutting land where necessary, provided, however, that this right to use abutting land shall be exercised only during periods of actual surveying, construction, reconstruction, maintenance or repair, and then only to the minimum extent necessary for such construction and maintenance, further, this right shall not be construed to allow the Water Authority to erect any building or structure of a permanent nature on such abutting land

3 The Water Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements hereby conveyed, reasonably deemed by it to interfere with the proper and efficient construction, operation, or maintenance of the water mains and appurtenant facilities, provided, however, that the Water Authority at its own expense shall restore, as nearly as possible to their original condition, all land or premises included within or abutting the easements which are disturbed in any manner by the construction, operation and maintenance of the water mains 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 any use of the land encumbered by the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Water Authority for the purposes named, provided, however, that the Owner shall not erect any building or other structure, except a fence, or change existing ground elevation or impound any water on the easements, without obtaining the prior written approval of the Water Authority

5 At such time as any portion of the land within the easements herein granted 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 Water 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 Water Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location

6 The Owner covenants that it is seized of and has the right to convey said easements, rights and privileges, that the Water Authority shall have quiet, peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby create, establish, grant and convey on the Property in the specific locations shown, described and depicted on the Plat as "Ingress/Egress Esm't ", subject to the Ingress-Egress easement previously granted herein by Owner to the County, certain private pipestem driveways and the accompanying easements for ingress and egress to serve and benefit the affected residential building lots hereby subdivided (see Note #7 on the Plat, and Sheet 4 of 6 of the Plat), the said private pipestem driveways (referred to herein as the "Private Driveways") and accompanying easements for ingress and egress being created and established hereby for the use and benefit of the owners, successors and assigns of Lots numbered 3, 4, 5, 6, 7, 8, and 17, Mount Air Subdivision, and Lots numbered 41, 42, 43, 44, 45, 46, and 47, Mount Air Subdivision (collectively referred to herein as the "Affected Lots"), and which shall be permanent, run with the land, and constitute an appurtenance to each of the lots benefitting from the easements. The Affected Lots are subject to the following covenants and conditions, and the provisions contained within Article 16 of that certain Declaration for Mount Air recorded among the Land Records immediately subsequent hereto.

1. The Private Driveways shall be used for the purpose of ingress and egress to the Affected Lots, for governmental and other maintenance and emergency vehicle ingress and egress, and for construction and maintenance of utilities. There shall be no parking permitted on the Private Driveways if such parking interferes with the use of the Private Driveways. The Private Driveways shall not constitute public roads or rights of way, and shall be used only for the aforesaid purpose.

2. 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 way affect or jeopardize the free and continuous use

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and enjoyment of the Private Driveway by any other owner of an Affected Lot

3 The owners of the Affected Lots shall have a shared obligation for the maintenance, repair, rebuilding of, and snow removal from the Private Driveway serving their lot, which obligation is a condition of their ownership of an Affected Lot and which runs with the land. All costs and expenses associated with the maintenance, repair, rebuilding of, and snow removal from the Private Driveways shall be shared equally by the owners of the Affected Lots served by the particular Private Driveway, irrespective of each owner's frequency of use of the Private Driveway, or, as otherwise agreed by all of the owners of the Affected Lots

4 In the event that a Private Driveway needs maintenance (including snow removal) or is damaged or destroyed (including deterioration from ordinary wear and tear or lapse of time)

(a) through the act of any owner, his tenants, guests, agents or family members, it shall be the obligation of that owner to rebuild and repair the Private Driveway with out cost to the other owners of the Affected Lots, and

(b) other than by the act of an owner of an Affected Lot, his agents, guests, tenants, or family members, it shall be the obligation of the owners of all of the Affected Lots served by the Private Driveway to maintain, rebuild and/or repair the Private Driveway at their shared joint and equal expense

5 The right of the owner of any Affected Lot to contribution from the owner of any other Affected Lot for any expense associated with the Private Driveways shall run with and be appurtenant to the land and shall pass to such owner's successors in title

6 The construction, repair and maintenance of the Private Driveways are not the responsibility of the County or the Commonwealth of Virginia

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Park Authority, with Special Warranty of Title, all of Parcel "A", MOUNT AIR Subdivision, as shown and depicted on the Plat, together with any and all improvements, buildings, and structures now situated and located on said parcel

This conveyance is made expressly subject to all conditions, restrictive covenants, agreements, rights of way, and easements contained in the deeds and instruments forming the chain of title

to this Parcel, including all of those easements and rights of way herein granted and conveyed by Owner that lie and are situate on and within the bounds of the Parcel hereby conveyed and as depicted and shown on the Plat

The Owner covenants that it has the right to convey the aforesaid parcel of property to the Park Authority, that the Park Authority shall have quiet and peaceable possession thereof free from the claims of all other persons, and that the Owner shall execute such further assurances of title thereto as may be requisite and necessary

This conveyance of Parcel "A", MOUNT AIR Subdivision, described and recited herein is accepted by the Park Authority as evidenced by the signature of James A Heberlein, in his capacity as a Director for and on behalf of the Park Authority affixed hereto. By accepting the foregoing conveyance, the Park Authority does hereby agree to use Parcel "A", MOUNT AIR Subdivision, only for passive recreational uses, and in so doing, the Park Authority does hereby agree to respect the nature of the historic site on said Parcel "A", MOUNT AIR Subdivision, and its previous function as a home and home site

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Association, with Special Warranty of Title, all of Parcels "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, as shown and depicted on the Plat

This conveyance is made expressly subject to all conditions, restrictive covenants, agreements, rights of way, and easements contained in the deeds and instruments forming the chain of title to these Parcels, including all of those easements and rights of way herein granted and conveyed by Owner that lie and are situate on and within the bounds of the said Parcels hereby conveyed and as depicted and shown on the Plat

This conveyance of Parcels "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, described and recited herein, is accepted by the Association as evidenced by its signature affixed hereto

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1 00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized and directed by the Beneficiary to act by and under the terms of the Deed of Trust, as shown by their execution hereof do hereby fully release and discharge from the lien and operation of the said Deed of Trust those areas and portions of the Property herein dedicated to public street purposes, and Parcels "A", "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, to the extent that such lien may attach thereto, and

further, do hereby subordinate the lien of the Deed of Trust to all easements granted herein by the Owner to the County on the Property as shown on the Plat

TO HAVE AND TO HOLD that portion of the Property herein dedicated for public street purposes, and Parcels "A", "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the said Deed of Trust

It is expressly understood that the release of those areas and portions of the Property herein dedicated to public street purposes, and Parcels "A", "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, as described above, from the lien of the Deed of Trust, and the subordination of the lien of the Deed of Trust to the easements granted by the Owner to the County herein on the Property, as more particularly bounded and described on the Plat, shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby or subject to said easements, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to said subordination

The Owner hereby agrees that the agreements and covenants created in this Deed of Subdivision are not covenants personal to the Owner, but are covenants running with the land that comprises the Property, which are and shall be binding upon the Owner, and its respective successors, heirs, personal representatives, and assigns

The Owner shall subject Lots One (1) through Forty-nine (49), inclusive, MOUNT AIR Subdivision, and Parcels "B", "C", "D", "E", and "F", MOUNT AIR Subdivision, to all of those covenants, conditions, and restrictions recited and set out in that certain Declaration for Mount Air recorded among the Land Records immediately subsequent hereto, which covenants shall run with the land and which shall be binding upon the Owner, and its respective successors, heirs, personal representatives, and assigns

This Deed of Subdivision is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of Fairfax 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, sole owner and proprietor of the Property within the bounds of the subdivision, the Trustees, and Beneficiary

IN WITNESS WHEREOF, Owner has caused this Deed of Subdivision, Dedication, Easement, Conveyance, and Partial Release to be signed by its duly authorized partner

BK10105 0295

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS

OWNER

VAN METRE LAND LIMITED PARTNERSHIP,  
a Virginia Limited Partnership

By Fifth Genpar, Inc , a Virginia  
Corporation, its General Partner

By Kenneth Ryan (SEAL)  
Name Kenneth A. Ryan  
Title Executive Vice-President

STATE OF VIRGINIA )  
                          ) ss  
COUNTY OF FAIRFAX )

I HEREBY CERTIFY that on August 6th, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared Kenneth A. Ryan in his  
official and authorized capacity as Executive Vice-President of  
Fifth Genpar, Inc , a Virginia Corporation (the "Corporation"),  
said Corporation being the General Partner of VAN METRE LAND  
LIMITED PARTNERSHIP, a Virginia Limited Partnership (the  
"Partnership"), and that he, as such officer of the Corporation,  
being authorized so to do, executed the foregoing Deed and  
instrument for the purposes therein contained by the signing the  
name of the Corporation as the General Partner of the  
Partnership

WITNESS my hand and Notarial Seal

Bulie K. Smith  
Notary Public

My Commission Expires

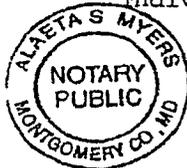
10/31/2000

TRUSTEES  
(Either of Whom May Act)

[Signature] (SEAL)  
THOMAS A MacDONNELL, JR, Trustee  
Sole Acting  
[Signature] (SEAL)  
JOHN J MANDLER, Trustee

STATE OF MARYLAND )  
COUNTY OF Montgomery ) ss

I HEREBY CERTIFY that on August 13th, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared THOMAS A MacDONNELL, JP, Trustee,  
personally known to me (or satisfactorily proven to be) the  
person whose name is subscribed to the foregoing Deed and  
instrument, who acknowledged that he executed the same for the  
purposes therein contained by signing his name thereto  
individually as Trustee



WITNESS my hand and Notarial Seal

Almeta S Myers  
Notary Public  
ALMETA S MYERS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 1 2000

My Commission Expires

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

~~I HEREBY CERTIFY that on \_\_\_\_\_, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared JOHN J MANDLER, Trustee, personally known to  
me (or satisfactorily proven to be) the person whose name is  
subscribed to the foregoing Deed and instrument, who acknowledged  
that he executed the same for the purposes therein contained by  
signing his name thereto individually as Trustee.~~

~~WITNESS my hand and Notarial Seal~~

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

~~My Commission Expires~~

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BENEFICIARY

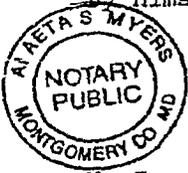
RESIDENTIAL FUNDING CORPORATION,  
a Delaware Corporation

By [Signature] (SEAL)  
Name DAVID H. PETERSON  
Title Director

STATE OF MARYLAND )  
COUNTY OF Montgomery ) SS

I HEREBY CERTIFY that on August 13th, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared David H. Peterson who Director ASM  
acknowledged himself to be a ~~(Assistant) Vice President~~ of  
RESIDENTIAL FUNDING CORPORATION, a Delaware Corporation (the  
"Corporation"), and that he, as such officer, being authorized so  
to do, executed the foregoing Deed and instrument for the  
purposes therein contained by signing the name of the Corporation  
by himself as such officer

WITNESS my hand and Notarial Seal



My Commission Expires

[Signature]  
Notary Public  
ALMETA S. MYERS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 1 2000

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PARK AUTHORITY

Accepted on behalf of the Fairfax County Park Authority, a body corporate and politic, by James A Heberlein, its Director

THE FAIRFAX COUNTY PARK AUTHORITY,  
a body corporate and politic

BY *James A Heberlein* (SEAL)  
James A Heberlein,  
Director

STATE OF VIRGINIA )  
                          ) ss  
COUNTY OF FAIRFAX )

I HEREBY CERTIFY that on August 27, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared James A Heberlein, who acknowledged himself  
to be a Director of THE FAIRFAX COUNTY PARK AUTHORITY (the "Park  
Authority"), and that he, as such officer, being authorized so to  
do, executed the foregoing Deed and instrument for the purposes  
therein contained by signing the name of the Park Authority by  
himself as such officer

WITNESS my hand and Notarial Seal

*Dave A Croke*  
Notary Public

My Commission Expires July 31, 1999

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ASSOCIATION

MOUNT AIR HOMEOWNERS ASSOCIATION,  
a Virginia Non-Profit Corporation

By  (SEAL)  
Name Brian Davidson  
Title President

STATE OF VIRGINIA )  
                          ) ss  
COUNTY OF FAIRFAX )

I HEREBY CERTIFY that on August 6th, 1997,  
before me, a Notary Public of the jurisdiction aforesaid,  
personally appeared Brian Davidson who  
acknowledged himself/~~herself~~ to be the President of  
MOUNT AIR HOMEOWNERS ASSOCIATION (the "Association"), and that  
he/~~she~~, as such officer, being authorized so to do, executed the  
foregoing Deed and instrument for the purposes therein contained  
by signing the name of the Association by himself/~~herself~~ as such  
officer

WITNESS my hand and Notarial Seal

  
Notary Public

My Commission Expires

10/31/2000

Vertical text on the right margin, possibly a stamp or recording information.



December 5, 1996  
Job No 14048

EXHIBIT A  
DESCRIPTION OF  
THE RESIDUE OF  
THE LAND OF  
CORINNE S FISHER  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Being a parcel of land hereinafter described as a part of the land now in the name of Corinne S Fisher as recorded in Deed Book T-7 at Page 358, Will Book 77 at Page 23, and Will Book 446 at Page 218 less and except those portions conveyed in Deed Book S-8 Page 560 Deed Book F-15 Page 128, Deed Book 643 Page 325, Deed Book 1230 Page 512 and Deed Book 9300 Page 1496 all among the land records of Fairfax County, Virginia and being more particularly described as follows

Beginning for the same at a Iron pipe found on the Southeasterly right-of-way line of Telegraph Road, Route 611 (variable width) said point also being the westerlymost corner of Parcel A, Section One on a plat of subdivision entitled "Village of Mount Air" as recorded in the aforementioned land records in Deed Book 6131 at Page 490, thence leaving said iron pipe and running with said subdivision the following two (2) courses and distances

- 1 South 48° 44' 56" East 898 65 feet to a Iron pipe set, thence.
- 2 North 58° 20' 00" East 1314 55 feet to a Iron pipe set in the centerline of Accotink Road Route 637 (variable width) said point also being on the westerly line of Alan H. Gasner TR. as recorded in the aforementioned land records in Deed Book 7000 at Page 107, thence leaving said point bunding and running with said Gasner
- 3 South 7° 23' 02" West 393 40 feet to a iron pipe found, said iron pipe being the common westerly corner of said Gasner and John S and Catherine H. Thorsen as recorded in Deed Book 5035 at Page 576, thence continuing with said course and running with the westerly and southwesterly lines of Thorsen the two (2) following courses and distances,
- 4 South 7° 23' 02" West 104 83 feet to a iron pipe set; thence,



ENVIRONMENTAL MANAGEMENT

- 12) NO CURRENT TITLE REPORT FURNISHED
- 13) CONSERVATION EASEMENT DEFINES A WATER QUALITY MANAGEMENT AREA BMP CREDIT ALLOWED FOR OPEN SPACE NO USE OR DISTURBANCE OF THIS AREA IS PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

AS RECORDED IN DEED BOOK 9805 AT PAGE 450 AMONG IF COUNTY, VIRGINIA I FURTHER CERTIFY THAT THE LAND SHOWN WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT SURVEY OF THE SAME AND ALL COURSES ARE REFERENCED ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY

*Eugene A. Kiernan Jr.*  
 EUGENE A. KIERNAN JR., LS# 1477-B

OWNER'S DEDICATION

WE, VAN METRE LAND L.P., BEING THE OWNERS SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BOUNDARY GRANT THE RIGHTS-OF-WAY AS INDICATED FOR CONSTRUCTION OF STREETS, STORM DRAINAGE, SANITARY SEWER, AND AGREE THAT IRON PIPES WILL BE SET AS INDICATED THROUGH LOT CORNERS UNDER THE SUPERVISION OF A LICENSED ENGINEER ALL IN ACCORDANCE WITH THE FAIRFAX COUNTY

*W. Andrew Garri*  
 FOR VAN METRE LAND L.P. *[Signature]* WITNESS

BK10105 0303

**FINAL PLAT**  
 RECOMMENDED FOR APPROVAL  
 FAIRFAX COUNTY  
 SITE REVIEW BRANCH CHIEF

6-29-97 *[Signature]*  
 DATE BY THE AGENT

**APPROVED**  
 FOR  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA

8-7-97 *[Signature]*  
 DATE BY Director Environmental Management

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE \_\_\_\_\_

**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 TECHNICAL SUPPORT BRANCH  
 SANITARY REVIEW

By *[Signature]*  
 Date 3/13/97

**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF INSPECTION SERVICES  
 PERMIT BRANCH  
 SITE PERMIT SECTION  
 STREET ADDRESS FUNCTION

By *[Signature]*  
 Date 3/17/97

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
 Division of Design Review  
 Fairfax, Virginia

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

By *[Signature]* Date 5/2/97

**THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER**

WETLANDS CERTIFICATE

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS OBTAINED PRIOR TO COMMENCING LAND DISTURBANCE

Signature *W. Andrew Garri*  
 Owner/Developer W. ANDREW GARRI  
 Name

BK10105 0304

GENERAL NOTES

- 1) THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP NO 99-4-((1))-47 AND IS ZONED PDH-2
- 2) ALL MONUMENTATION SHOWN AS IPF, IPS OR MON FOUND ARE FROM A BOUNDARY SURVEY PERFORMED BY BC CONSULTANTS DATED DECEMBER 11, 1996
- 3) PARCEL A IS HEREBY CONVEYED TO THE FAIRFAX COUNTY PARK AUTHORITY AND SHALL NOT BE DENUDED, DEFACED, NOR OTHERWISE DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE APPROVAL OF THE APPROPRIATE COUNTY DEPARTMENTS
- 4) PARCELS B, C, D, E, & F ARE HEREBY CONVEYED TO THE HOMEOWNERS ASSOCIATION AND SHALL NOT BE DENUDED, DEFACED, NOR OTHERWISE DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE APPROVAL OF THE APPROPRIATE COUNTY DEPARTMENTS
- 5) RIGHT-OF-WAY DEDICATION AND THE TEMPORARY CONSTRUCTION AND GRADING EASEMENT ARE DEFINED IN THE VDOT PLAN 0611-029-303, C503 FOR TELEGRAPH ROAD IMPROVEMENTS
- 6) NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD PLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY
- 7) PIPESTEM DRIVEWAYS.
  - A) PRIVATE DRIVE, PRIVATELY OWNED AND PRIVATELY MAINTAINED BY THE LOT OWNERS.
  - B) OWNERS OF ABUTTING LOTS UTILIZING PIPESTEM DRIVEWAYS AUTOMATICALLY ASSUME AN OBLIGATION FOR MAINTENANCE OF THE PIPESTEM DRIVEWAY, WHICH OBLIGATION IS A CONDITION OF THE OWNERSHIP WHICH RUNS WITH THE LAND
  - C) THERE IS AN EASEMENT FOR INGRESS-EGRESS, CONTRUCTION, MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES
- 8) ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND AFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT
- 9) TEMPORARY CONSTRUCTION EASEMENTS TO BECOME NULL AND VOID AT SUCH TIME AS CONSTRUCTION IS COMPLETE
- 10.) ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF ENVIRONMENTAL MANAGEMENT FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW IN THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT SITE CONDITIONS ARE OF SUCH A NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEM POSSIBILITIES REQUIRED THE SUBMITTAL OF SOIL REPORTS A COPY OF SAID SOIL REPORT IS AVAILABLE IN THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
- 12) NO CURRENT TITLE REPORT FURNISHED
- 13) CONSERVATION EASEMENT DEFINES A WATER QUALITY MANAGEMENT AREA BMP CREDIT ALLOWED FOR OPEN SPACE NO USE OR DISTURBANCE OF THIS RE IS PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DIRECTOR

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD
BD1	805 40'	405 49'	207 14'	401 22'
BD2	899 18	64 67'	32 35'	64 66'
CL1	261 00'	339 71'	198 74'	316 24'
CL2	320 00'	586 51'	417 14'	507 79'
CL3	470 00'	311 04'	161 45'	305 39'
CL4	304 00'	497 75'	324 94'	443 99'
CL5	304 00'	335 88'	187 41'	319 06'
CL6	304 00'	161 86'	82 90	159 96'
RW1	2925 29'	63 45'	31 73'	63 45'
RW2	530 00'	34 78'	17 40'	34 77'
RW3	358 80'	204 26'	104 98'	201 51'
RW4	25 00	53 04	44 70	43 64'
RW5	235 00'	222 91'	120 64'	214 65'
RW6	346 00	595 55	402 40	524 71'
RW7	25 00'	30 13'	17 20	28 34'
RW8	329 00'	323 64'	176 27'	310 75'
RW9	495 00'	327 58'	170 04'	321 64'
RW10	55 00'	245 28	71 00	86 96'
RW11	25 00'	32 95	19 36	30 62'
RW12	445 00'	294 49'	152 87'	289 15'
RW13	279 00'	413 00	254 82	376 31
RW14	25 00'	16 92'	8 80'	16 60'
RW15	55 00'	269 94	45 17	69 81'
RW16	25 00'	25 77	14 16	24 65'
RW17	329 00'	45 69'	22 88'	45 65'
RW18	25 00'	43 04'	29 09	37 92'
RW19	294 00	481 30	314 17'	429 33'
RW20	287 00'	328 13	184 63	310 55'
RW21	25 00'	30 11'	17 18	28 32'

SURVEYOR'S CERTIFI.

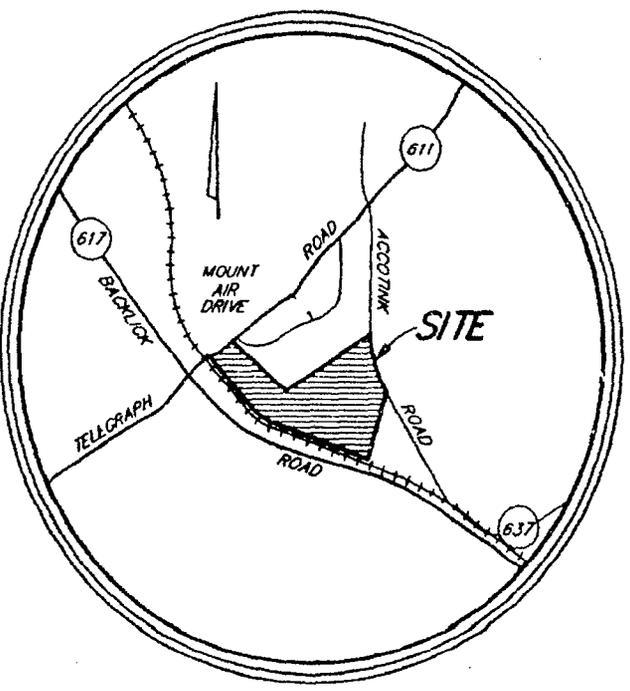
I, EUGENE A KIERNAN JR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA DO HEREBY CERTIFY THAT I HAVE THE PROPERTY DELINEATED HEREON AND THAT IT IS CORRECT KNOWLEDGE AND BELIEF, THAT IT IS A SUBDIVISION OF THE PRC AS RECORDED IN DEED BOOK 9885 AT PAGE 456 AMONG THE L COUNTY, VIRGINIA I FURTHER CERTIFY THAT THE LAND SHOWN WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT SURVEY OF THE SAME AND ALL COURSES ARE REFERENCED TO ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNT

**CURVE TABLE**

RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
905 40'	405 49'	207 14'	401 22'	N 56°15'08" W	28°50'47"
999 18'	64 67'	32 35'	64 66'	N 39°46'97" W	04°07'15"
261 00'	339 71'	198 74'	316 24'	S 48°40'48" W	74°34'31"
320 00'	586 51'	417 14'	507 79'	S 63°53'57" W	105°00'50"
70 00'	311 04'	161 45'	305 39'	S 63°43'08" E	37°55'02"
304 00'	497 75'	324 94'	443 99'	N 50°24'57" E	93°48'47"
304 00'	335 88'	187 41'	319 06'	N 65°40'10" E	63°18'21"
304 00'	161 86'	82 90'	159 96'	N 18°45'47" E	30°30'26"
225 29'	63 45'	31 73'	63 45'	S 57°17'06" W	01°14'34"
530 00'	34 78'	17 40'	34 77'	N 27°11'46" W	03°45'36"
358 80'	204 26'	104 98'	201 51'	N 09°00'27" W	32°37'02"
25 00'	53 04'	44 70'	43 64'	N 53°28'46" W	121°33'40"
235 00'	222 91'	120 64'	214 65'	S 38°33'58" W	54°20'52"
346 00'	595 55'	402 40'	524 71'	S 60°42'07" W	98°37'10"
25 00'	30 13'	17 20'	28 34'	S 75°29'08" W	69°03'09"
329 00'	323 64'	176 27'	310 75'	S 69°08'27" W	56°21'47"
95 00'	327 58'	170 04'	321 64'	N 63°43'08" W	37°55'02"
55 00'	245 28'	71 00'	86 96'	N 83°00'03" E	255°31'21"
25 00'	32 95'	19 36'	30 62'	S 06°59'57" E	75°31'21"
45 00'	294 49'	152 87'	289 15'	S 63°43'08" E	37°55'02"
279 00'	413 00'	254 82'	376 31'	N 54°54'57" E	84°48'48"
25 00'	16 92'	8 80'	16 60'	N 06°52'50" W	38°46'45"
55 00'	269 94'	45 17'	69 81'	S 65°39'50" E	281°12'45"
25 00'	25 77'	14 16'	24 65'	S 45°24'39" W	59°03'46"
329 00'	45 69'	22 88'	45 65'	S 19°51'27" W	07°57'22"
25 00'	43 04'	29 09'	37 92'	S 25°29'13" E	98°38'42"
94 00'	481 30'	314 17'	429 33'	N 58°17'29" E	93°47'54"
287 00'	328 13'	184 63'	310 55'	N 44°08'45" E	65°30'26"
25 00'	30 11'	17 18'	28 32'	N 42°23'48" E	69°00'21"

**SURVEYOR'S CERTIFICATE**

IGENE A KIERNAN JR, A DULY LICENSED LAND SURVEYOR IN THE STATE OF VIRGINIA DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED AND DELINEATED HEREON AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS A SUBDIVISION OF THE PROPERTY OF VAN METRE LAND L.P. AS SHOWN IN DEED BOOK 9885 AT PAGE 456 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE REPRODUCTION OF THE SAME AND ALL COURSES ARE REFERENCED TO TRUE NORTH, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.



**VICINITY MAP**  
SCALE 1" = 2,000'

**SHEET INDEX**

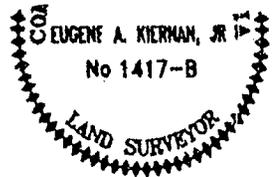
- 1) COVER SHEET
- 2) LOTS 24 THRU 34, PARCELS E & F DEDICATIONS. CORDER LANE, TELEGRAPH ROAD
- 3) LOTS 17 THRU 23, 35 THRU 49, PARCEL E DEDICATIONS. CORDER LANE, FISHER WOODS DRIVE
- 4) LOTS 1 THRU 16, PARCELS B, C, & D DEDICATIONS. CORDER LANE, FISHER WOODS DRIVE
- 5) PARCEL A, DEDICATION ACCOTINK ROAD
- 6) PARCEL A DEDICATION ACCOTINK ROAD

P10105 0305

1-10-

" BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE  
 " THE SAME AND ALL COURSES ARE REFERENCED TO TRUE NORTH, ALL IN  
 " DE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE

Eugene A. Kiernan, Jr. 3-6-97  
 A KIERNAN JR., LS# 1417-B DATE



DEDICATIONS. CORDER LANE,  
 FISHER WOODS DRIVE

- 5) PARCEL A, DEDICATION ACCOTINK ROAD
- 6) PARCEL A, DEDICATION ACCOTINK ROAD

**OWNER'S DEDICATION**

WE, VAN METRE LAND L.P., BEING THE OWNERS OF THE LAND  
 IN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY ADOPT  
 PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES,  
 THE RIGHTS-OF-WAY AS INDICATED FOR CONSTRUCTION, MAINTENANCE, AND  
 OPERATION OF STREETS, STORM DRAINAGE, SANITARY SEWERS, AND WATERLINES AND  
 THAT IRON PIPES WILL BE SET AS INDICATED THUS ---O--- AND AT ALL  
 CORNERS UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR OR  
 REFER ALL IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE

Charles Samuel VAN METRE LAND L.P.  
John D. Snyca WITNESS

**AREA TABULATION**

TOTAL LOT AREA (49)	724,241 SF OR 16 62630 AC
PARCEL 'A' (OPEN SPACE)	676,360 SF OR 15 52708 AC
PARCEL 'B'	3,318 SF OR 0 07616 AC
PARCEL 'C'	6,715 SF OR 0 15416 AC
PARCEL 'D'	5,203 SF OR 0 11944 AC
PARCEL 'E'	252,391 SF OR 5 79410 AC
PARCEL 'F'	34,847 SF OR 0 79998 AC
DEDICATION ALONG TELEGRAPH RD	6,896 SF OR 0 15832 AC
DEDICATION ALONG ACCOTINK RD, CORDER LANE & FISHER WOODS DRIVE	169,583 SF OR 3 89309 AC
<b>TOTAL</b>	<b>1,879,554 SF OR 43 14863 AC</b>
OPEN SPACE PROVIDED = 52%	978,834 SF
DENSITY	1 14 DU /AC

**WETLANDS CERTIFICATE**

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE  
 OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES

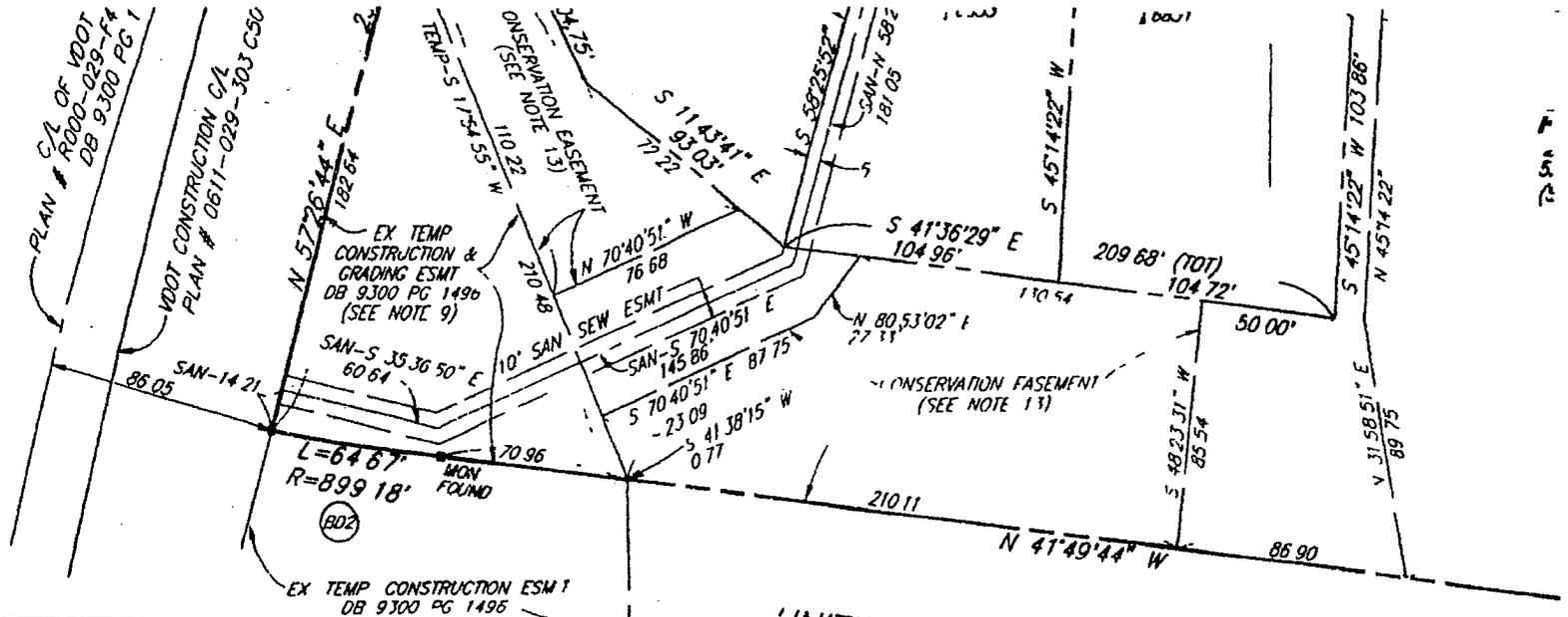
Signature W. Andrew Garrich  
 Owner/Developer W. ANDREW GARRICH VICE PRESIDENT LAND  
 Name Title

RECORD PLAT  
**MOUNT AIR**  
 MOUNT VERNON DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE 1" = 50' DATE MARCH 5, 1997

**BC Consultants**  
 Planners • Engineers • Surveyors • Landscape Architects  
 12700 Fair Lakes Circle, Suite 100, Fairfax, VA 22033  
 (703) 449-8100 (703) 449-8108 (Fax)  
 BCcon@bcecon.com

SHEET 1 OF 6

14048 RP-01  
 9352  
 BK 10105 0306



THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

UNITED STATES OF AMERICA  
 FORT BELVOIR  
 (DB F-15, PG 128)  
 (DB 1:57, PG 163)

BK10105 0307

**FINAL PLAT**  
 RECOMMENDED FOR APPROVAL  
 FAIRFAX COUNTY  
 SITE REVIEW BRANCH CHIEF  
 6-4-97 *[Signature]*  
 DATE SIGNATURE

**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 TECHNICAL SUPPORT BRANCH  
 SANITARY REVIEW  
 By *[Signature]*  
 Date 3/13/97

**APPROVED**  
 FOR  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA  
 8-1-97 *[Signature]*  
 DATE SIGNATURE

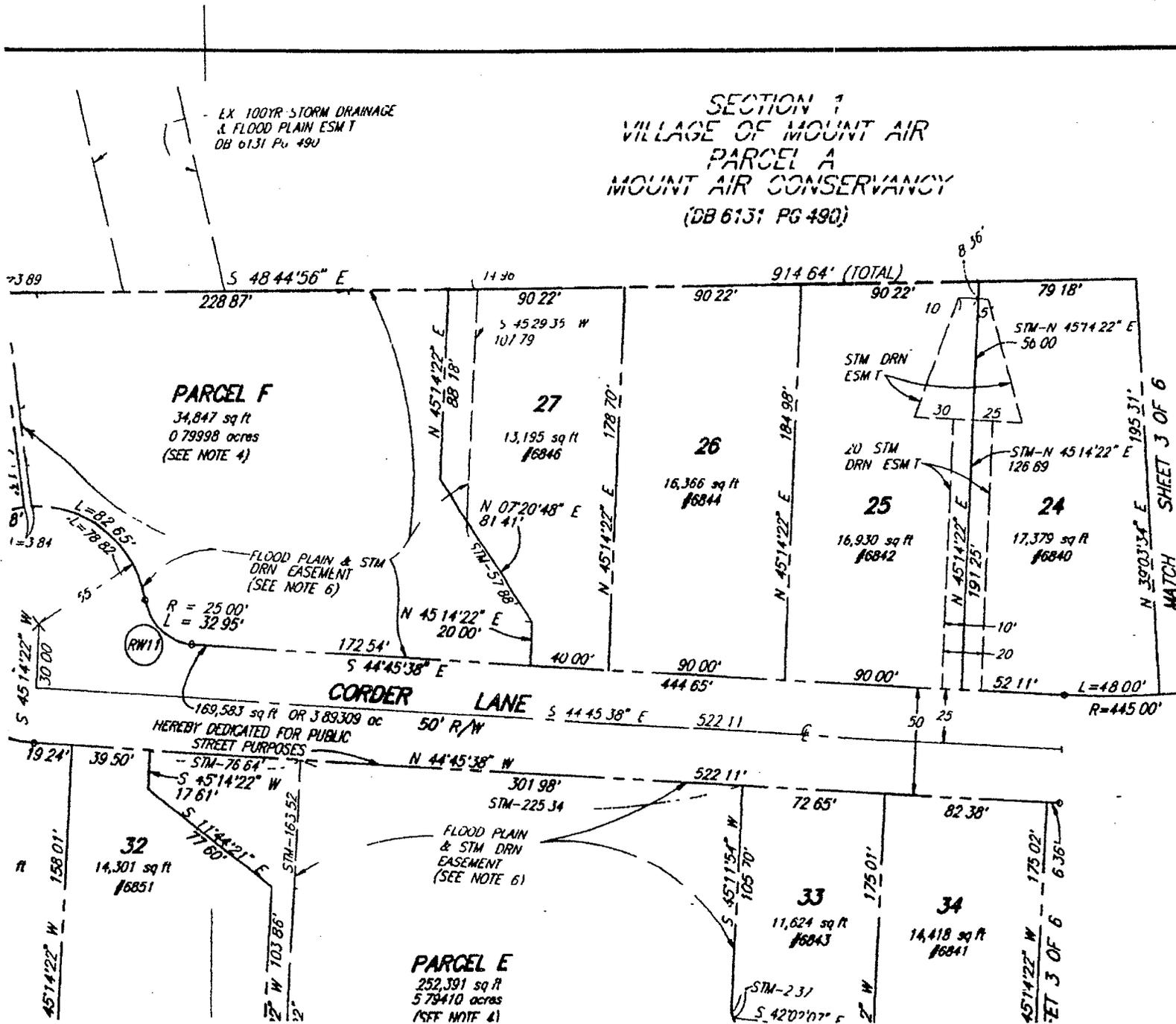
**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF INSPECTION SERVICES  
 PERMIT BRANCH  
 SITE PERMIT SECTION  
 STREET ADDRESS FUNCTION  
 By *[Signature]*  
 Date 3/17/97

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**  
 Division of Design Review  
 Fairfax, Virginia  
 All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.  
 By *[Signature]* Date 6/2/97

\* = HEREBY GR.  
 IPF = IRON PIPE FOUND  
 IPS = IRON PIPE SET  
 MON = MONUMENT FOUR



SECTION 7  
 VILLAGE OF MOUNT AIR  
 PARCEL A  
 MOUNT AIR CONSERVANCY  
 (DB 6131 PG 490)



EX 100YR STORM DRAINAGE  
 & FLOOD PLAIN ESM T  
 DB 6131 PG 490

**PARCEL F**  
 34,847 sq ft  
 0.79998 acres  
 (SEE NOTE 4)

FLOOD PLAIN & STM  
 DRN EASEMENT  
 (SEE NOTE 6)

**CORDER LANE**

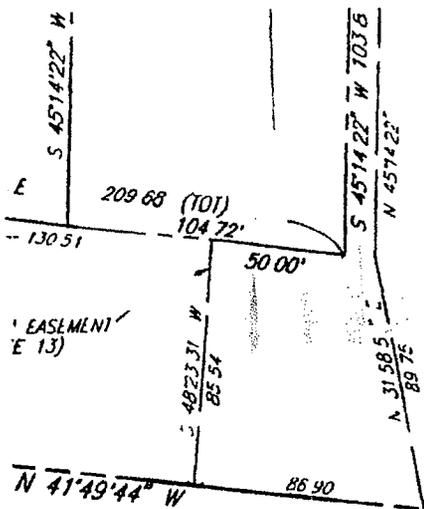
HEREBY DEDICATED FOR PUBLIC  
 STREET PURPOSES

FLOOD PLAIN  
 & STM DRN  
 EASEMENT  
 (SEE NOTE 6)

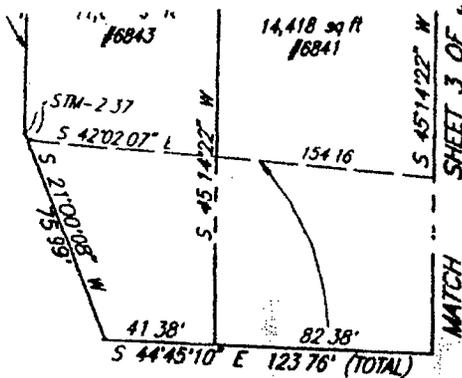
**PARCEL E**  
 252,391 sq ft  
 5.79410 acres  
 (SEE NOTE 4)

SHEET 3 OF 6  
 MATCH

BK10105 0309



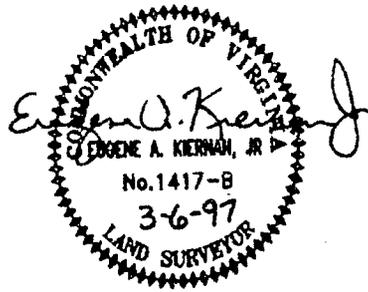
**PARCEL E**  
 252,391 sq ft  
 5.79410 acres  
 (SEE NOTE 4)



FLOOD PLAIN  
 & STM DRN  
 EASEMENT  
 (SEE NOTE 6)

RES OF AMERICA  
 RESERVOIR  
 PG 128)  
 PG 163)

RECORD PLAT  
**MOUNT AIR**  
 MOUNT VERNON DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE 1" = 50'      DATE MARCH 5, 1997



\* - HEREBY GRANTED  
 IPF = IRON PIPE FOUND  
 IPS = IRON PIPE SET  
 MON = MONUMENT FOUND

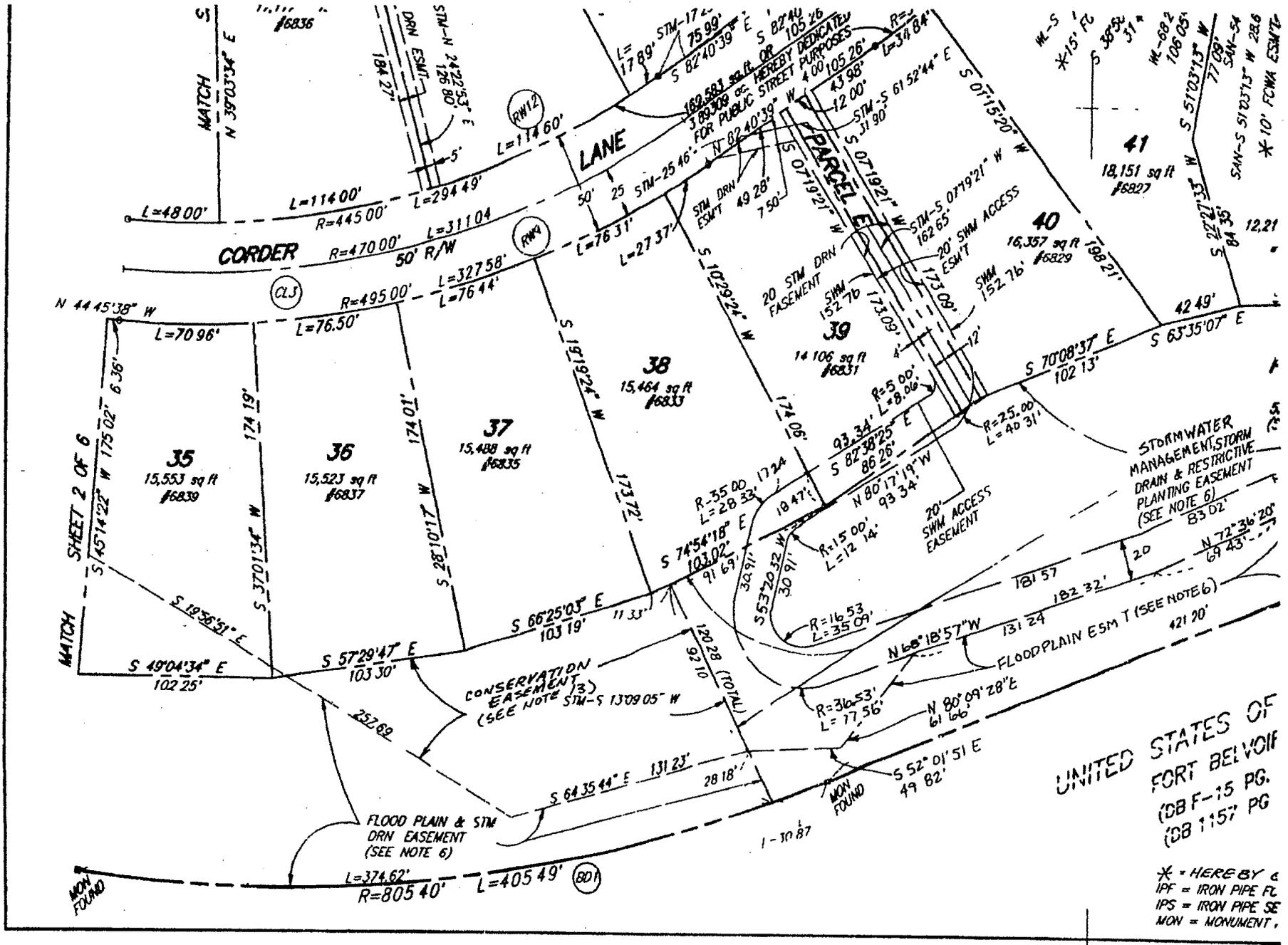
**BC Consultants**  
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 12700 Fair Lakes Circle, Suite 100, Fairfax, VA 22033  
 (703) 449-8100      (703) 449-8108 (Fax)  
 BCcon@bccon.com

REV'D Co B 5-97      SHEET 2 OF 6

9352-RP-01-1

BK10105 0310

BK10105 0311

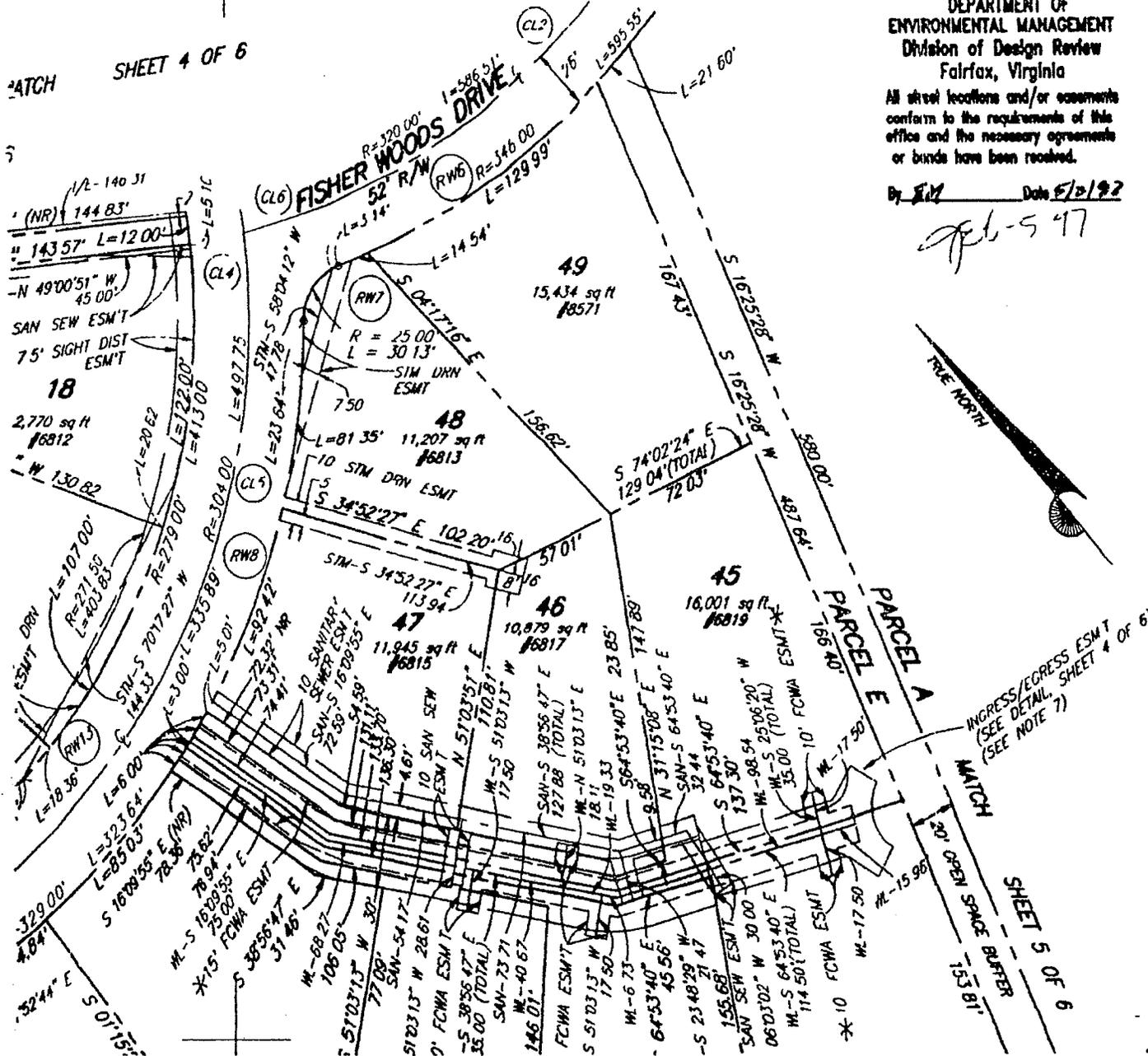


UNITED STATES OF  
 FORT BELVOIR  
 (DBF-15 PG.  
 (DB 1157 PG

\* = HERE BY  
 IPF = IRON PIPE FL  
 IPS = IRON PIPE SE  
 MON = MONUMENT



ATCH SHEET 4 OF 6

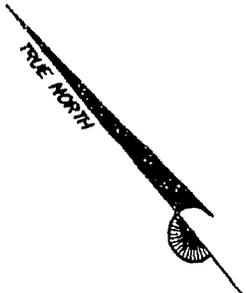


DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

By EM Date 2/2/97

*Feb-5-97*



THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

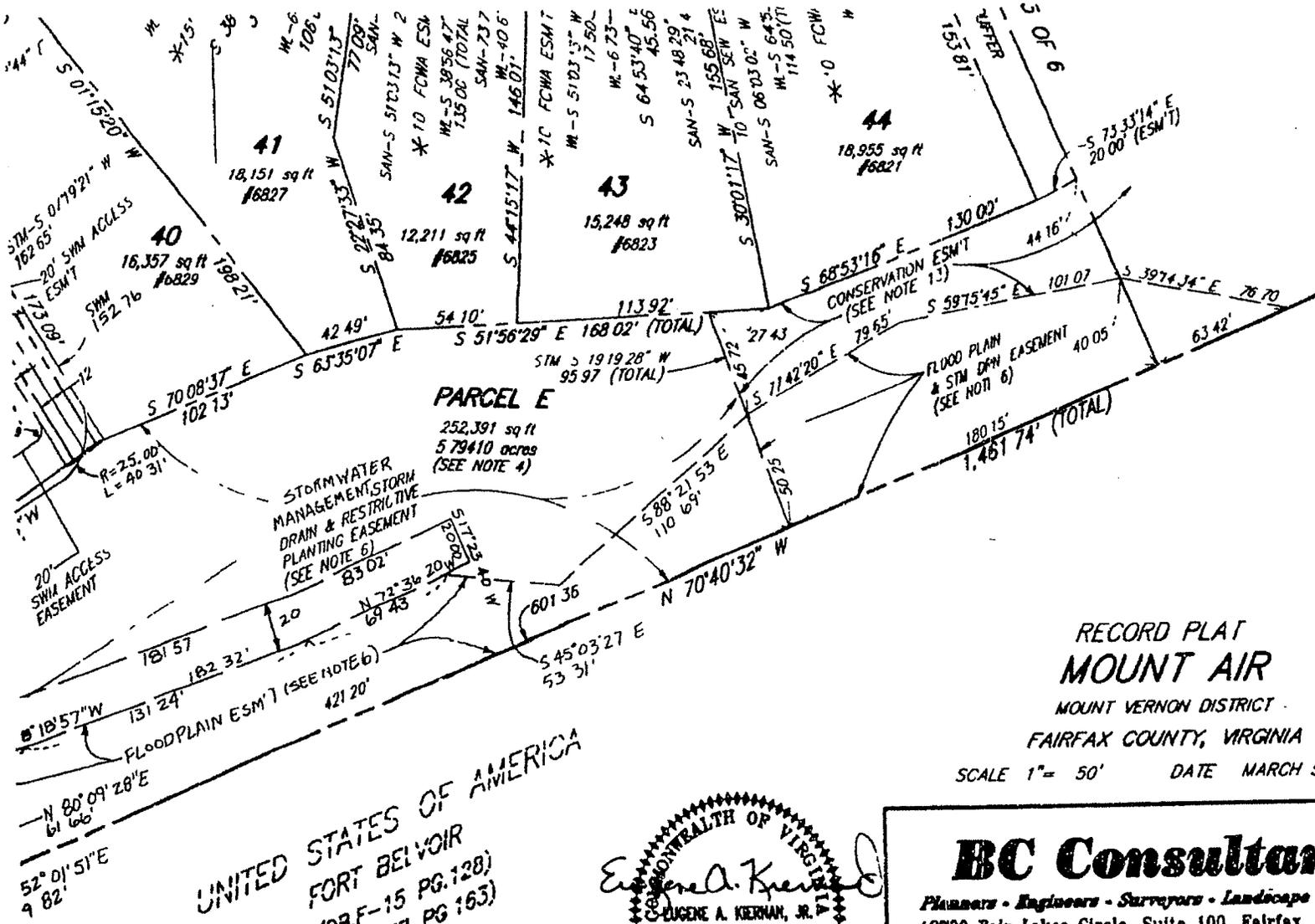
APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
PERMIT BRANCH  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION  
By Van Perry, Manager  
Date 3/17/97

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
TECHNICAL SUPPORT BRANCH  
SANITARY REVIEW  
By J. P. ...  
Date 3/13/97

BR10105 0313

INGRESS/EGRESS ESMT  
(SEE DETAIL SHEET 4 OF 6)  
(SEE NOTE 7)

20' OPEN SPACE BUFFER  
SHEET 5 OF 6



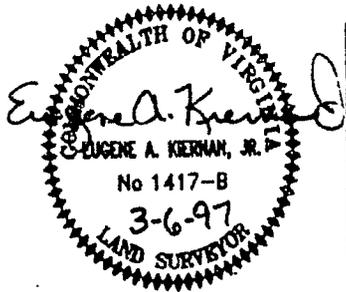
**PARCEL E**  
 252,391 sq ft  
 5.79410 acres  
 (SEE NOTE 4)

STORMWATER  
 MANAGEMENT STORM  
 DRAIN & RESTRICTIVE  
 PLANTING EASEMENT  
 (SEE NOTE 6)

FLOODPLAIN  
 & STM DRAIN EASEMENT  
 (SEE NOTE 6)

CONSERVATION ESM'T  
 (SEE NOTE 13)

UNITED STATES OF AMERICA  
 FORT BELVOIR  
 (DB.F-15 PG.128)  
 (DB.1157 PG.163)



\* = HERE BY GRANTED  
 IPF = IRON PIPE FOUND  
 IPS = IRON PIPE SET  
 MON = MONUMENT FOUND

**RECORD PLAT  
 MOUNT AIR**

MOUNT VERNON DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

SCALE 1" = 50'      DATE MARCH 5, 1997

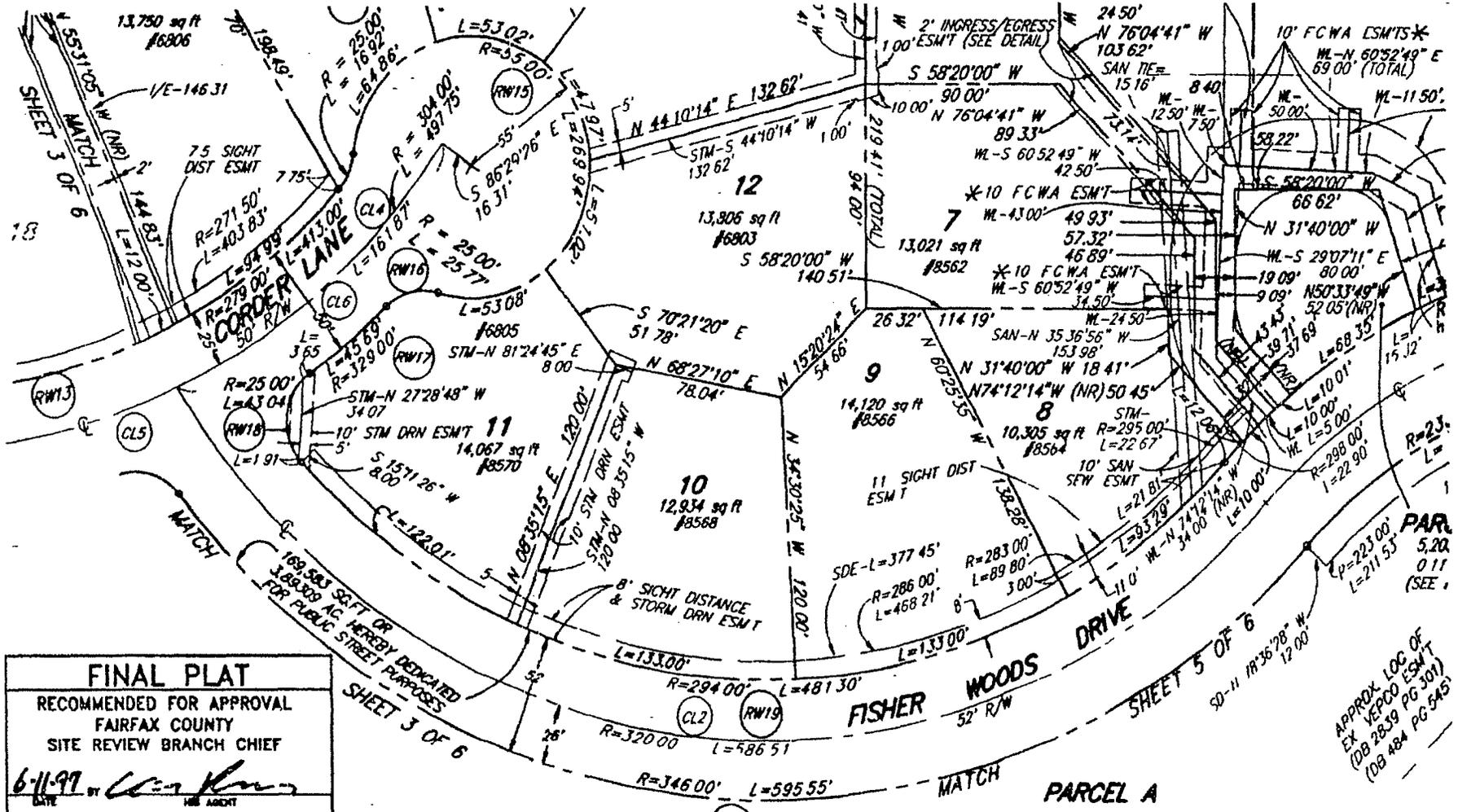
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 BCcon@bcecon.com

REV @ CD 8 5-97      SHEET 3 OF 6

9352-RP-01-1

BR10105 0311

DK10105 0315



<b>FINAL PLAT</b>	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF	
DATE	BY
6-11-97	<i>[Signature]</i>
<b>APPROVED</b>	
FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
DATE	BY
8-7-97	<i>[Signature]</i>
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____	

**THIS APPROVAL IS NOT A  
COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER**

**DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT**  
Division of Design Review  
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

By *[Signature]* Date 5/2/97

**APPROVED**  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
PERMIT BRANCH  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION

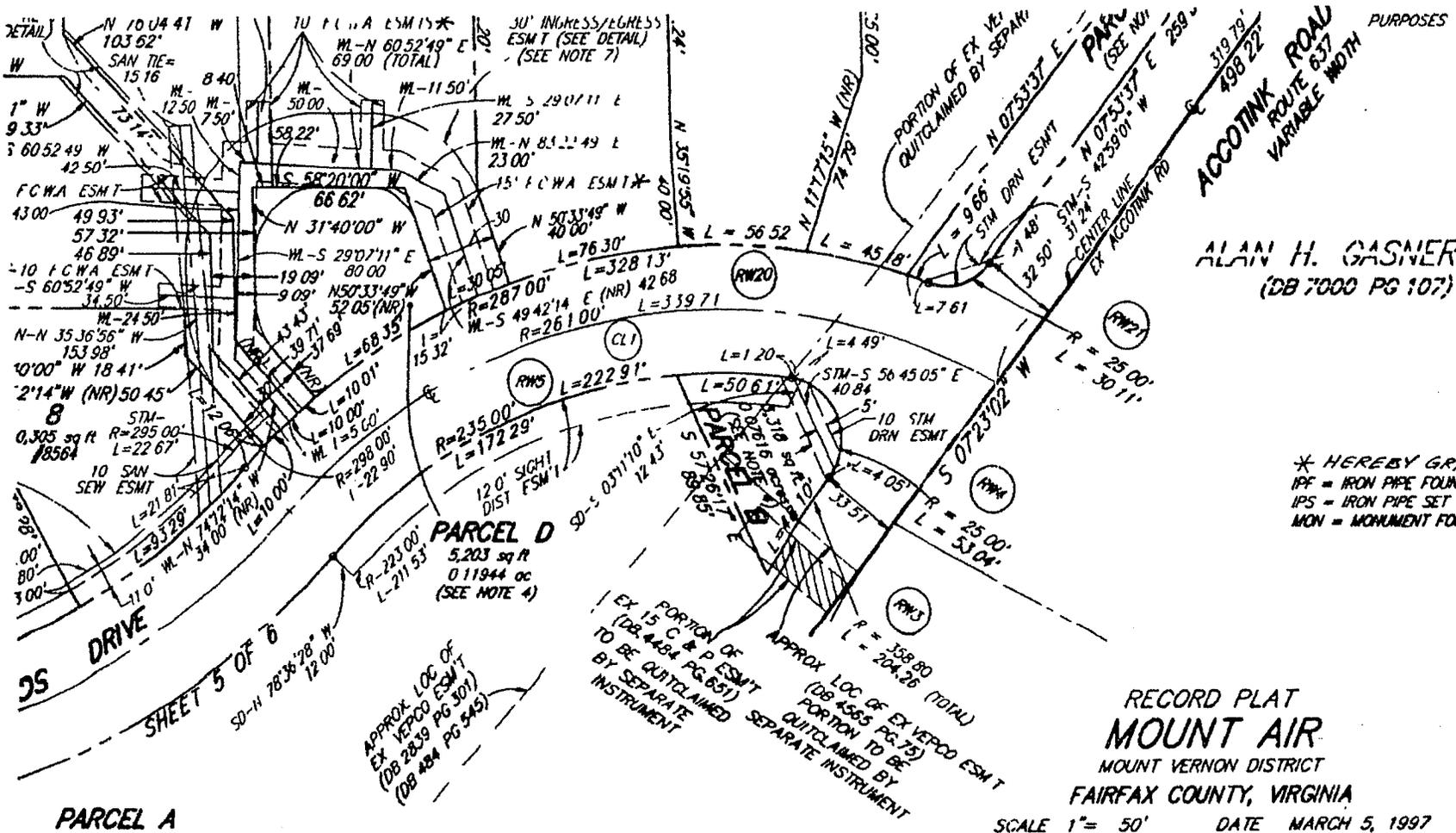
By *[Signature]*  
Date 5/11/97

**APP**  
COUNTY  
DIVISION OF  
TECHNICAL  
SANITA

By *[Signature]*  
Date 3/1





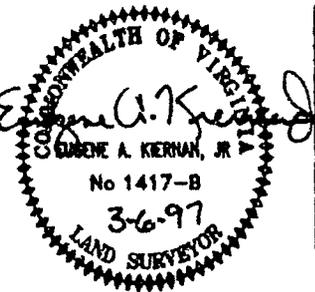


APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF INSPECTION SERVICES  
 PERMIT BRANCH  
 SITE PERMIT SECTION  
 STREET ADDRESS FUNCTION

By *Van [Signature]*  
 Date 3/17/97

APPROVED  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 TECHNICAL SUPPORT BRANCH  
 SANITARY REVIEW

By *J.P. Fecteau*  
 Date 3/13/97



**BC Consultants**  
 Planners • Engineers • Surveyors • Landscape Architects  
 12700 Fair Lakes Circle, Suite 100, Fairfax, VA 22033  
 (703) 448-8100 (703) 448-8108 (Fax)  
 BCcon@bccon.com

REVISED 8-5-97 SHEET 4 OF 6

1-10-12-6569

BK10105 0318

BK10105 0319

R

0710

02

150 07

N 1979'28" E

R 18 66

FLOOD PLAIN AND  
STORM DRAINAGE ESM'T

(SEE NOTE 6)

MATCH SHEET 6 OF

<b>FINAL PLAT</b>	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF	
6/15/97	<i>[Signature]</i>
<small>DATE</small>	<small>PER AGENT</small>
<b>APPROVED</b> FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
8-7-97	<i>[Signature]</i>
<small>DATE</small>	<small>Director Environmental Management</small>
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____	

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COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER**

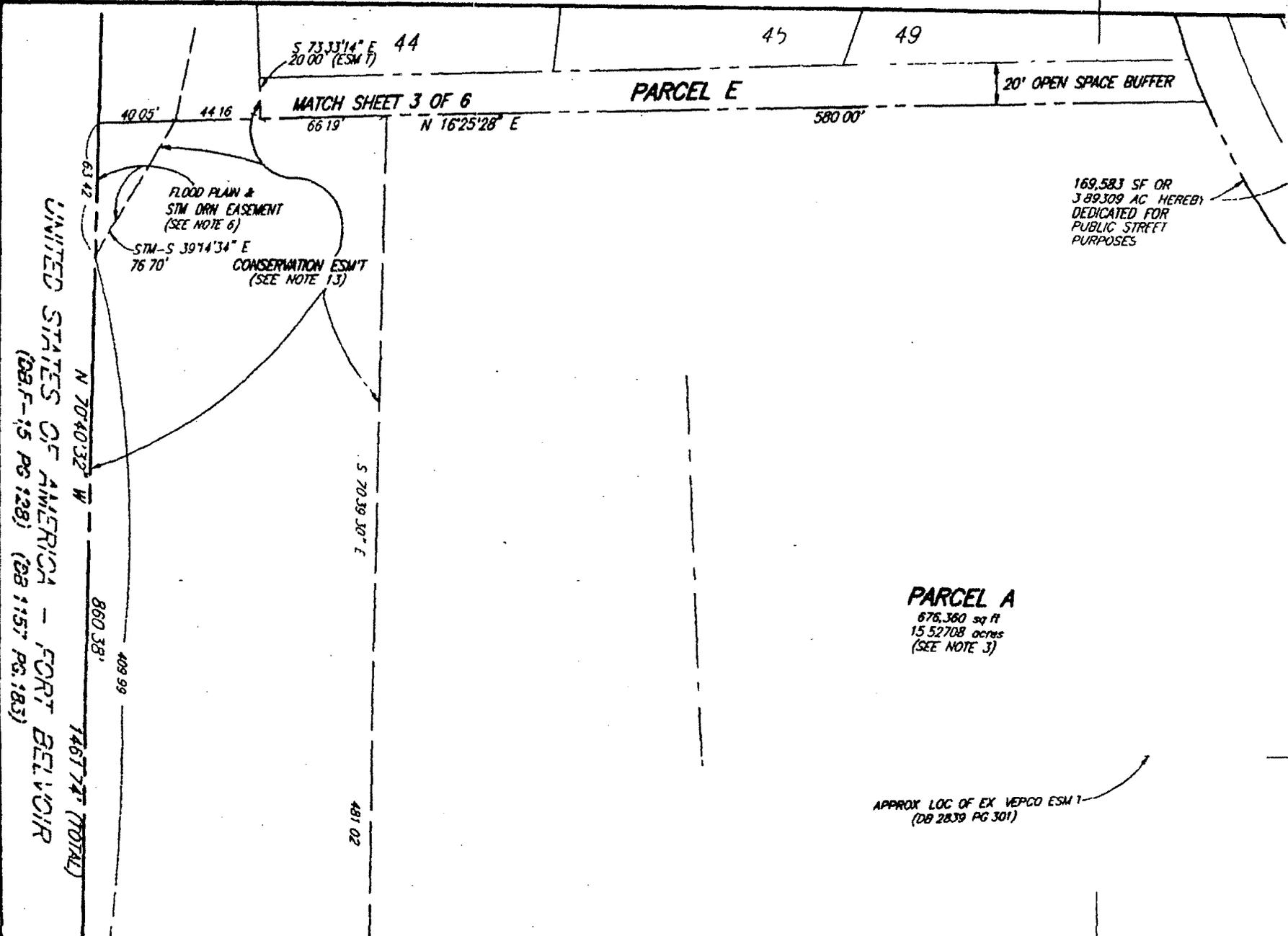
<b>APPROVED</b> COUNTY OF FAIRFAX DIVISION OF INSPECTION SERVICES PERMIT BRANCH SITE PERMIT SECTION STREET ADDRESS FUNCTION	
By <i>Vahn Truong Nguyen</i>	<i>[Signature]</i>
Date 3/17/97	<i>[Signature]</i>

<b>APPROVED</b> COUNTY OF FAIRFAX DIVISION OF DESIGN REVIEW TECHNICAL SUPPORT BRANCH SANITARY REVIEW	
By <i>J. Feist</i>	<i>[Signature]</i>
Date 3/13/97	<i>[Signature]</i>

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Fairfax, Virginia

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By *[Signature]* Date 5/2/97



S 73.33°14' E 44  
20.00' (ESM F)

45

49

MATCH SHEET 3 OF 6

PARCEL E

20' OPEN SPACE BUFFER

40.05'

44.16'

66.19'

N 16°25'28" E

580.00'

63.42'

FLOOD PLAN &  
STM DRN EASEMENT  
(SEE NOTE 6)

STM-S 39°14'34" E  
76.70'

CONSERVATION ESM/T  
(SEE NOTE 13)

169,583 SF OR  
3.89309 AC HEREBY  
DEDICATED FOR  
PUBLIC STREET  
PURPOSES

UNITED STATES OF AMERICA - FORT BELVOIR  
(DB F-15 PG 128) (DB 1157 PG 183)

N 70°40'32" W

860.38'

409.99'

1467.74' (TOTAL)

S 70°39'30" E

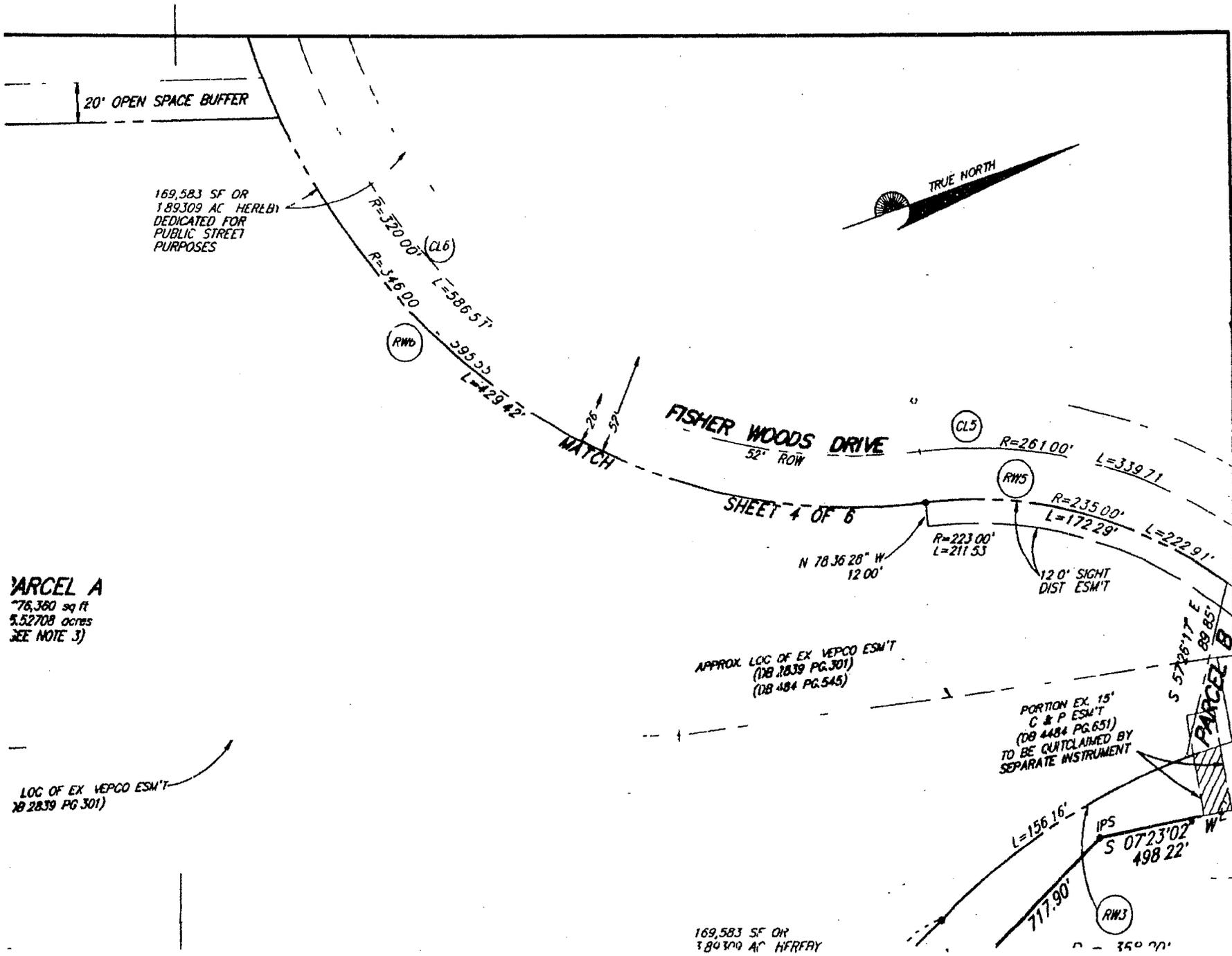
481.02'

8K10105 0320

PARCEL A

676,380 sq ft  
15.52708 acres  
(SEE NOTE 3)

APPROX LOC OF EX VEPCO ESM 1  
(DB 2839 PG 301)



20' OPEN SPACE BUFFER

169,583 SF OR  
1.89309 AC HEREIN  
DEDICATED FOR  
PUBLIC STREET  
PURPOSES

TRUE NORTH

R=320.00' (CL6)  
L=586.57'  
R=316.00'  
L=429.42'

(RWB)

MATCH

FISHER WOODS DRIVE  
52' ROW

(CL5)

R=261.00'  
L=339.71'

(RWS)

SHEET 4 OF 6

N 78.36 20° W  
12.00'

R=223.00'  
L=211.53'

12.0' SIGHT  
DIST ESM'T

R=235.00'  
L=172.29'

L=222.91'

APPROX LOC OF EX VEPCO ESM'T  
(DB 2839 PG.301)  
(DB 484 PG.545)

PORTION EX. 15'  
C & P ESM'T  
(DB 484 PG.651)  
TO BE QUICLAIMED BY  
SEPARATE INSTRUMENT

PARCEL B  
S 57.26.17' E  
89.85'

**PARCEL A**  
76,380 sq ft  
1.752708 acres  
(SEE NOTE 3)

LOC OF EX VEPCO ESM'T  
(DB 2839 PG.301)

169,583 SF OR  
1.89309 AC HEREIN

(RW3)

L=156.16'  
717.90'  
S 07.23.02  
498.22'

BR 10105 0321

R=350.00'

FLOOD PLAIN AND  
STORM DRAINAGE ESM'T

(SEE NOTE 6)

MATCH SHEET 6 OF 6

169,583 SF OR  
3.89,309 AC HEREBY  
DEDICATED FOR  
PUBLIC STREET  
PURPOSES.

R = 358.80'  
l = 204.26'

RW3

FX CENTER LINE  
ACCOITNK ROAD  
ACCOITNK ROAD  
ROUTE 637  
VARIABLE WIDTH

JOHN S. AND  
CATHERINE H. THORSEN  
(DB 5035 PG.576)

VAL IS NOT A  
TO PROVIDE  
TARY SEWER

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Fairfax, Virginia

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or bonds have been received.

By EE Date 5/2/97

IPF = IRON PIPE FOUND  
IPS = IRON PIPE SET  
MON = MONUMENT FOUND

RECORD PLAT  
MOUNT AIR

MOUNT VERNON DISTRICT.

FAIRFAX COUNTY, VIRGINIA

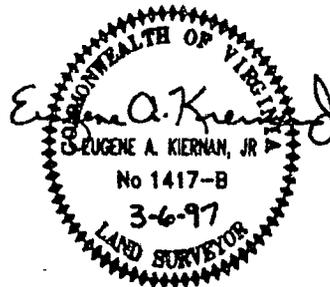
SCALE 1" = 50' DATE MARCH 5, 1997

APPROVED  
FAIRFAX  
STATION SERVICES  
PLANNING  
SECTION  
FUNCTION

g. Nguyen  
6/7

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
TECHNICAL SUPPORT BRANCH  
SANITARY REVIEW

By J. Keenan  
Date 3/13/97



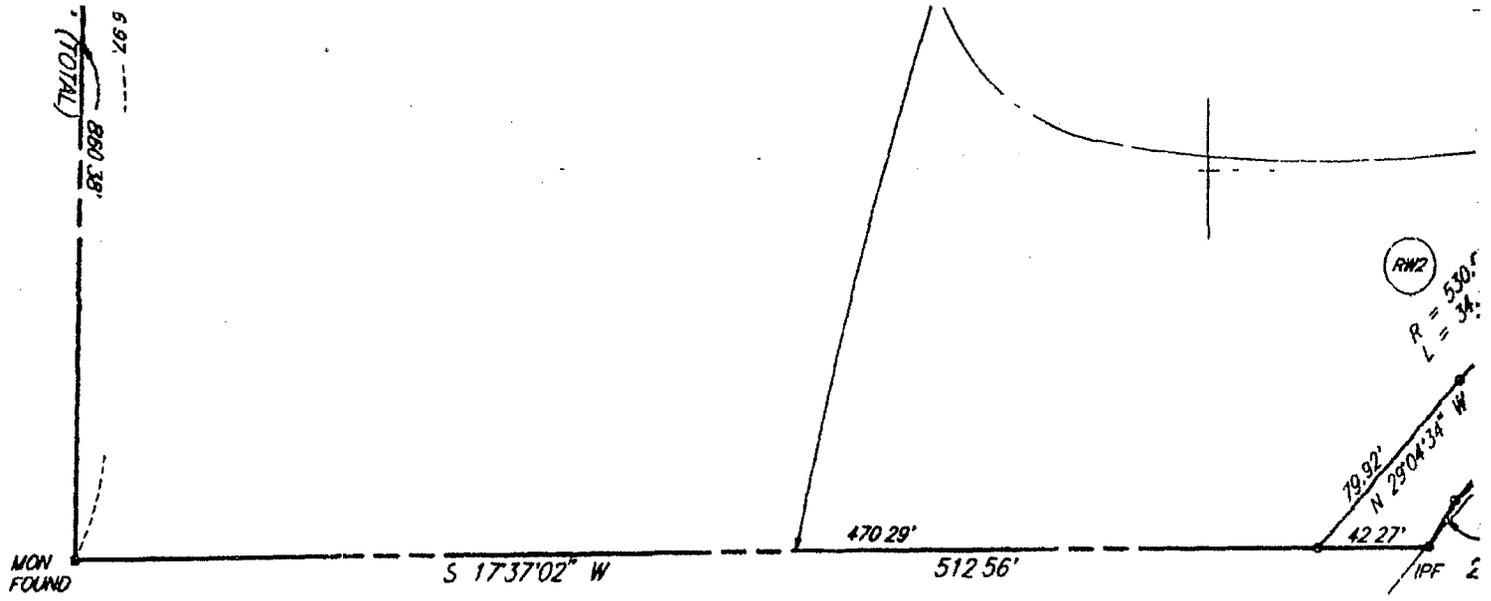
**BC Consultants**  
Planners • Engineers • Surveyors • Landscape Architects  
12700 Fair Lakes Circle, Suite 100, Fairfax, VA 22033  
(703) 449-8100 (703) 449-8108 (Fax)  
BCcon@bcecon.com

REV @ CO B-5-97 SHEET 5 OF 6

9352 RP-01-1

BR10105 0322

BK 10105 0323



UNITED STATES OF AMERICA →  
 FORT BELVOIR  
 (DB.F-15 PG 128)  
 (DB 1157 PG 183)

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
 Division of Design Review  
 Fairfax, Virginia

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By SA Date 3/13/97

**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF INSPECTION SERVICES  
 PERMIT BRANCH  
 SITE PERMIT SECTION  
 STREET ADDRESS FUNCTION  
 By Van Thuy Nguyen  
 Date 3/13/97

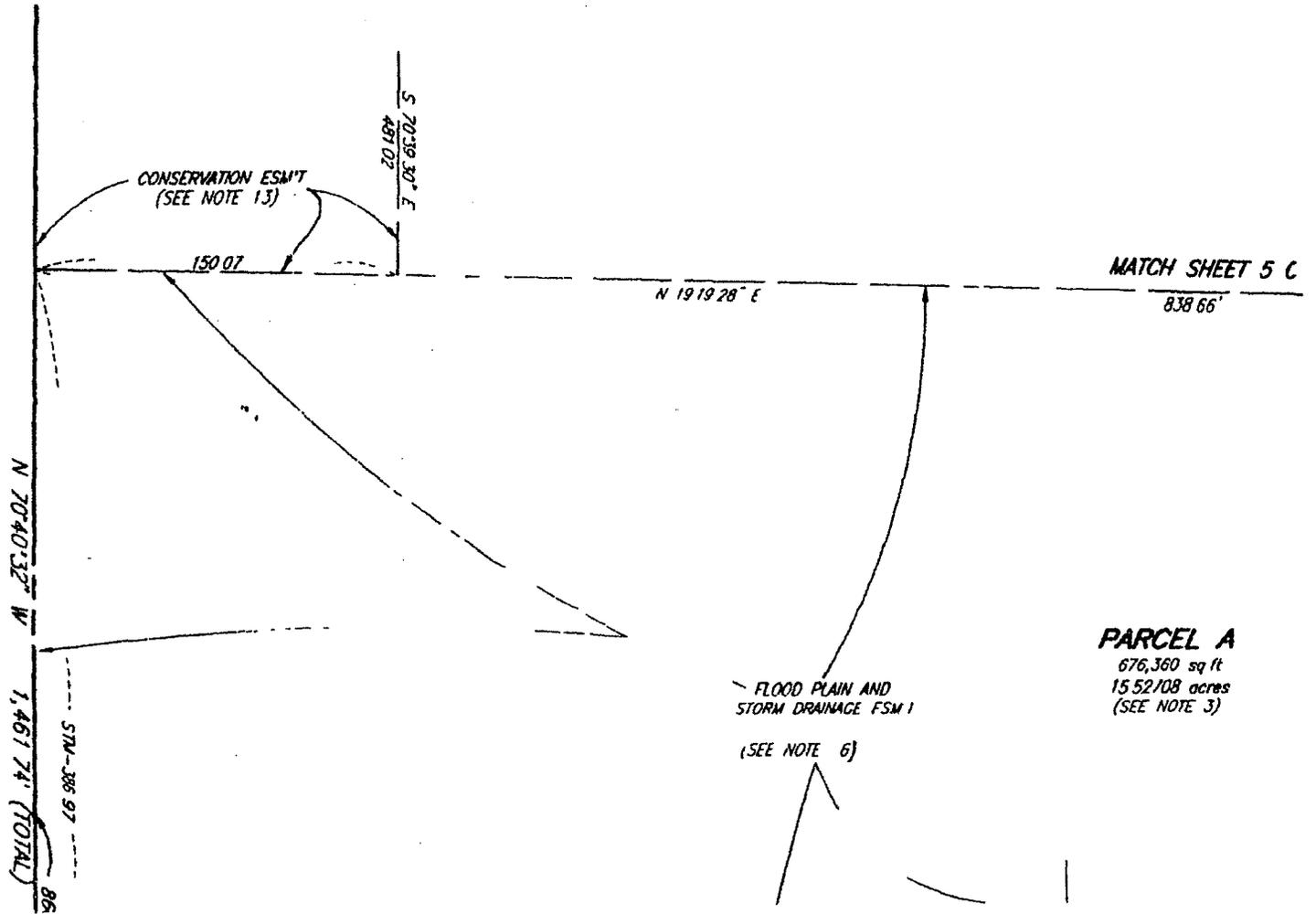
**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 TECHNICAL SUPPORT BRANCH  
 SANITARY REVIEW  
 By J. T. Fester  
 Date 3/13/97

**THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER**

**FINAL PLAT**  
 RECOMMENDED FOR APPROVAL  
 FAIRFAX COUNTY  
 SITE REVIEW BRANCH CHIEF  
 DATE 6-1-97 BY [Signature] (SITE AGENT)  
**APPROVED**  
 FOR  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA  
 DATE 8-7-97 BY [Signature] (Director Environmental Management)  
 APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE \_\_\_\_\_

IPF = IRON PIPE  
 IPS = IRON PIPE  
 MON = MONUMENT

BK10105 0324



TRUE NORTH

MATCH SHEET 5 OF 6

838.66'

563.71'

717.90'

409.82'

N 25°18'58" W

EX CENTER LINE  
ACCOITINK ROAD

**ACCOITINK ROAD**  
ROUTE 637  
VARIABLE WIDTH

S 25°18'58" E

HEREBY DEDICATED FOR  
PUBLIC STREET PURPOSES  
169,583 SF OR 3.89309 AC

**PARCEL A**

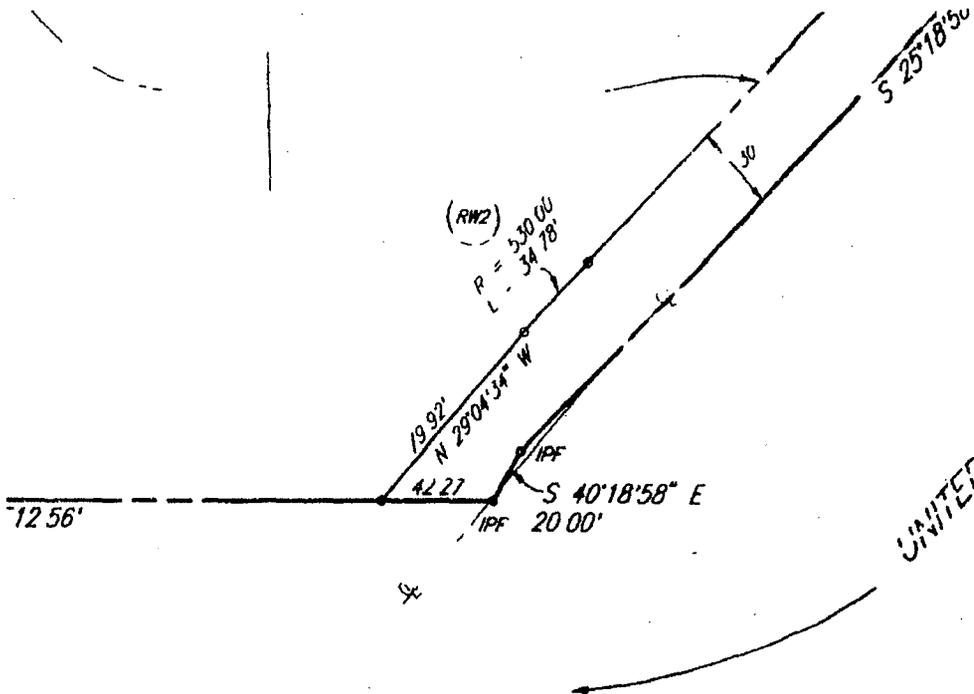
676,360 sq ft  
15.52709 acres  
(SEE NOTE 3)

AIN AND  
WAGE ESM 1

6)

JOHN S AND  
CATHERINE H. THORSEN  
(DB.5035 PG.578)

BR 10105 0325



UNITED STATES OF AMERICA  
 FORT BELVOIR  
 (DB.F-15 PG.128)  
 (DB.1157 PG.183)

9352-RP-01-1

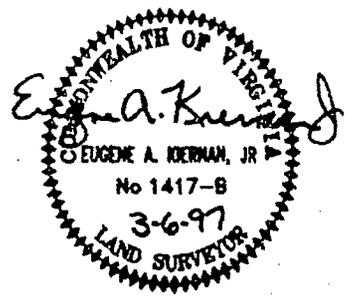
BC10105 0326

**FINAL PLAT**  
 PREPARED FOR APPROVAL  
 FAIRFAX COUNTY  
 CIVIL ENGINEER  
 [Signature]  
 CIVIL ENGINEER

**APPROVED**  
 FOR  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA  
 [Signature]  
 CIVIL ENGINEER

VOID IF PLAT IS NOT  
 FOR RECORD ON OR

IPF = IRON PIPE FOUND  
 IPS = IRON PIPE SET  
 MON = MONUMENT FOUND



**RECORD PLAT**  
**MOUNT AIR**  
 MOUNT VERNON DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE 1" = 50'      DATE MARCH 5, 1997

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REV @ CO 8-5-97      SHEET 6 OF 6