DEED OF SUBDIVISION

RECITALS:

- A. The Owner is the owner of approximately 18.2232 acres of land (the "Property") located in Frederick County, Virginia, and shown on the plat entitled "FINAL SUBDIVISION PLAT, THE GUARDS, SECTION 1", prepared by gilbert w. clifford & associates, a division of Patton Harris Rust & Associates, P.C. and dated October 8, 2004, which is attached hereto and incorporated herein by reference (the "Plat"), having acquired the Property by deed recorded as Instrument No. 040015392 among the land records of Frederick County, Virginia (the "Land Records").
- B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate to public use the streets and thoroughfares as shown on the Plat.
- C. It is the desire and intent of the Owner to grant and convey unto the County and the Sanitation Authority the easements in the locations shown on the Plat and as hereinafter provided.
- D. It is the desire and intent of the Owner to grant and convey Parcels A, B and C unto the Association.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as Lots 1 through 7, 31 through 53 and 70 through 82 and Parcels A, B and C, THE GUARDS, Section 1, as more particularly shown and described on the Plat.

Prepared by and

O'Hara & O'Hara, PLC

return to:

131 E. Broad Street, Suite 208 Falls Church, Virginia 22046

Parcel 75-((A))-105

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner conveys in fee simple, with Special Warranty of Title to the County, its successors and assigns, that portion of the Property containing 4.0764 acres of land labeled on the Plat as "R/W", and hereby dedicates the same for public street purposes to be known as Cross Keys Circle, Cedar Mountain Drive, Blackburns Ford Drive, Fredericksburg Drive, Sitlingtons Hill Court and Tasker Road.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County, storm drain easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat, and subject to the following conditions:

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

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

- 4. The Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.
- 5. The owner of fee title to any property on which easements are hereby granted for storm drainage and/or storm water management purposes shall be responsible for maintenance of storm drainage and storm water management facilities located within the easements conveyed hereby, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land.

SANITATION AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys, unto the Sanitation Authority, with General Warranty of Title, permanent water and sanitary sewer easements in the locations shown on the Plat.

The permanent easements herein conveyed grant to the Sanitation Authority the perpetual right to install, lay and maintain water lines and sanitary sewer mains, including the right to go on, over and upon the said permanent easements for the purpose of installing, laying maintaining, repairing and replacing the same as needed.

Owners shall retain the right to use their land which is subject to the easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Sanitation Authority. Owners shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such manner as will neither injure nor interfere with the construction, operation or

maintenance of the water lines and sanitary sewer mains, except that no building or other structure shall be erected over said permanent easements unless by mutual consent of the parties or their successors. Whenever the enjoyment of its rights hereunder requires the Sanitation Authority to disturb the surface of the ground, it shall be the obligation of the Sanitation Authority to restore the same to its condition prior to being so disturbed at the Sanitation Authority's expense.

CEMETARY AND CEMETARY ACCESS EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys cemetery and cemetery access easements in the areas labeled "CEMETARY ESMT" and "ACCESS ESMT", to the relatives of the people buried therein, to visit the grave sites located thereon, provided however, such access shall be limited to daylight hours only. In the event all the remains within said grave sites are relocated or otherwise removed, then this easement shall automatically terminate.

CONVEYANCE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcels A, B, and C, THE GUARDS, Section 1** in fee simple unto the Association, with Special Warranty of Title.

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property and is exempt from recordation tax pursuant to Va. Code Sec. 58.1-811(D).

THIS DEED OF SUBDIVISION is made with the Owner's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the Plat having been duly approved by the proper authorities of Frederick County, Virginia, as evidenced by its endorsement thereon.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to their terms and conditions herein expressed and their acceptance of the rights of way herein conveyed.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals: THE RYLAND GROUP, INC. a Maryland corporation COMMONWEALTH OF VIRGINIA, COUNTY OF FAIRFAX, to-wit: The foregoing instrument was acknowledged and sworn to before me this <u>2</u> day becomber _____, 2004 by <u>Uthn Dec</u> as of <u>December</u> of The Ryland Group, Inc. Motary Public

MUSKET RIDGE HOMEOWNERS ASSOCIATION a Virginia non-stock corporation

Ву:	بالن	·	(SI	EAL)
Name: Wayne Hill			. '	. 1
Title: President	•			•

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

The foregoing instrument was acknowledged and sworn to before me this <u>2</u> day of <u>December</u>, 2004 by Wayne Hill as President of Musket Ridge Homeowners Association.

Mury Sublic Macker

040025794

DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION is made as of December 2 , 2004 by and between THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns (the "Owner"), Grantor; the FREDERICK COUNTY BOARD OF SUPERVISORS, a body corporate and politic, its successors and assigns (the "County"), Grantee; the FREDERICK COUNTY SANITATION AUTHORITY, its successors and assigns (the "Sanitation Authority"), Grantee; and MUSKET RIDGE HOMEOWNERS ASSOCIATION (the "Association"), Grantee.

RECITALS:

- A. The Owner is the owner of approximately 14.9298 acres of land (the "Property") located in Frederick County, Virginia, and shown on the plat entitled "FINAL SUBDIVISION PLAT, THE GUARDS, SECTION 2", prepared by gilbert w. clifford & associates, a division of Patton Harris Rust & Associates, P.C. and dated October 8, 2004, which is attached hereto and incorporated herein by reference (the "Plat"), having acquired the Property by deed recorded as Instrument No. 040015392 among the land records of Frederick County, Virginia (the "Land Records").
- B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate to public use the streets and thoroughfares as shown on the Plat.
- C. It is the desire and intent of the Owner to grant and convey unto the County and the Sanitation Authority the easements in the locations shown on the Plat and as hereinafter provided.
- D. It is the desire and intent of the Owner to grant and convey Parcels A, B and C unto the Association.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as Lots 8 through 30 and 54 through 69 and Parcels A, B and C, THE GUARDS, Section 2, as more particularly shown and described on the Plat.

Prepared by and

O'Hara & O'Hara, PLC

return to:

131 E. Broad Street, Suite 208 Falls Church, Virginia 22046

Parcel 75-((A))-105

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner conveys in fee simple, with Special Warranty of Title to the County, its successors and assigns, that portion of the Property containing 2.5792 acres of land labeled on the Plat as "R/W", and hereby dedicates the same for public street purposes to be known as Blackburns Ford Drive, Fredericksburg Drive and Cool Spring Drive.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County, storm drain easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat, and subject to the following conditions:

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

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

- 4. The Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.
- 5. The owner of fee title to any property on which easements are hereby granted for storm drainage and/or storm water management purposes shall be responsible for maintenance of storm drainage and storm water management facilities located within the easements conveyed hereby, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land.

SANITATION AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys, unto the Sanitation Authority, with General Warranty of Title, permanent water and sanitary sewer easements in the locations shown on the Plat.

The permanent easements herein conveyed grant to the Sanitation Authority the perpetual right to install, lay and maintain water lines and sanitary sewer mains, including the right to go on, over and upon the said permanent easements for the purpose of installing, laying maintaining, repairing and replacing the same as needed.

Owners shall retain the right to use their land which is subject to the easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Sanitation Authority. Owners shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such manner as will neither injure nor interfere with the construction, operation or

maintenance of the water lines and sanitary sewer mains, except that no building or other structure shall be erected over said permanent easements unless by mutual consent of the parties or their successors. Whenever the enjoyment of its rights hereunder requires the Sanitation Authority to disturb the surface of the ground, it shall be the obligation of the Sanitation Authority to restore the same to its condition prior to being so disturbed at the Sanitation Authority's expense.

CONVEYANCE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcels A, B, and C, THE GUARDS**, **Section 2** in fee simple unto the Association, with Special Warranty of Title.

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property and is exempt from recordation tax pursuant to Va. Code Sec. 58.1-811(D).

THIS DEED OF SUBDIVISION is made with the Owner's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the Plat having been duly approved by the proper authorities of Frederick County, Virginia, as evidenced by its endorsement thereon.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to their terms and conditions herein expressed and their acceptance of the rights of way herein conveyed.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

THE RYLAND GROUP, INC.
a Maryland corporation

By:
Name
Vibra Dick
Title Vice Procident

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

The foregoing instr	ument was acknowledged and sworn to before me this ${\cal L}$	day
of <u>December</u> Vice Prosident	, 2004 by <i>John Dec</i>	_ as
Vice Prosident	of The Ryland Group, Inc.	
		٠
•	Juifer Van Thacker,	
	Notary Public	111

MUSKET RIDGE HOMEOWNERS ASSOCIATION a Virginia non-stock corporation

By: _________(SEAL)
Name: Wayne Hill
Title: President

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

The foregoing instrument was acknowledged and sworn to before me this 2 day of December _____, 2004 by Wayne Hill as President of Musket Ridge Homeowners Association.

Verife) Vear Thecher, Notary Public

040025796

DEED OF SUBDIVISION

RECITALS:

- A The Owner is the owner of approximately 26.8813 acres of land (the "Property") located in Frederick County, Virginia, and shown on the plat entitled "FINAL SUBDIVISION PLAT, THE GUARDS, SECTION 3", prepared by gilbert w. clifford & associates, a division of Patton Harris Rust & Associates, P.C. and dated October 8, 2004, which is attached hereto and incorporated herein by reference (the "Plat"), having acquired the Property by deed recorded as Instrument No. 040015392 among the land records of Frederick County, Virginia (the "Land Records").
- B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate to public use the streets and thoroughfares as shown on the Plat.
- C. It is the desire and intent of the Owner to grant and convey unto the County and the Sanitation Authority the easements in the locations shown on the Plat and as hereinafter provided.
- D. It is the desire and intent of the Owner to grant and convey Parcels A and B unto the Association.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as **Lots 83 through 141 and Parcels A and B, THE GUARDS, Section 3**, as more particularly shown and described on the Plat.

Prepared by and

O'Hara & O'Hara, PLC

return to:

131 E. Broad Street, Suite 208 Falls Church, Virginia 22046

Parcel 75-((A))-105

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner conveys in fee simple, with Special Warranty of Title to the County, its successors and assigns, that portion of the Property containing 4.0914 acres of land labeled on the Plat as "R/W" and "ROW DEDICATION", and hereby dedicates the same for public street purposes to be known as Cedar Mountain Drive, Blackburns Ford Drive, Deep Bottom Drive and Tasker Road.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County, storm drain easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat, and subject to the following conditions:

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

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

- 4. The Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.
- 5. The owner of fee title to any property on which easements are hereby granted for storm drainage and/or storm water management purposes shall be responsible for maintenance of storm drainage and storm water management facilities located within the easements conveyed hereby, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land.

SANITATION AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys, unto the Sanitation Authority, with General Warranty of Title, permanent water and sanitary sewer easements in the locations shown on the Plat.

The permanent easements herein conveyed grant to the Sanitation Authority the perpetual right to install, lay and maintain water lines and sanitary sewer mains, including the right to go on, over and upon the said permanent easements for the purpose of installing, laying maintaining, repairing and replacing the same as needed.

Owners shall retain the right to use their land which is subject to the easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Sanitation Authority. Owners shall at all times have the right to cross over and upon the said easements and to use the surface over the easements in such manner as will neither injure nor interfere with the construction, operation or

maintenance of the water lines and sanitary sewer mains, except that no building or other structure shall be erected over said permanent easements unless by mutual consent of the parties or their successors. Whenever the enjoyment of its rights hereunder requires the Sanitation Authority to disturb the surface of the ground, it shall be the obligation of the Sanitation Authority to restore the same to its condition prior to being so disturbed at the Sanitation Authority's expense.

CONVEYANCE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcels A and B, THE GUARDS**, **Section 3** in fee simple unto the Association, with Special Warranty of Title.

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property and is exempt from recordation tax pursuant to Va. Code Sec. 58.1-811(D).

THIS DEED OF SUBDIVISION is made with the Owner's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the Plat having been duly approved by the proper authorities of Frederick County, Virginia, as evidenced by its endorsement thereon.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to their terms and conditions herein expressed and their acceptance of the rights of way herein conveyed.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

THE RYLAND GROUP, INC. a Maryland corporation

VICE DERCIALATO

(SEAL)

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

The foregoing instrument was acknowledged and sworn to before me this <u>2</u> day of <u>December</u>, 2004 by <u>John Dec</u> as <u>Vice Procident</u> of The Ryland Group, Inc.

Notary Public

MUSKET RIDGE HOMEOWNERS ASSOCIATION a Virginia non-stock corporation

	11.			-	
By:		- ; ;		·(S	EAL'
Name: Wayne Hill		•		: .	
Title: Procident					

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

The foregoing instrument was acknowledged and sworn to before me this <u>2</u> day of <u>December</u>, 2004 by Wayne Hill as President of Musket Ridge Homeowners Association.

Verific Year Thacker Notary Public