

Prepared By: David A. Roll, Esquire, VSB 29848

Tax Map Nos. No. 075-4-02-0077
No. 075-4-02-0078

Consideration: \$ _____

Return to: David A. Roll, P.C.
4103 Chain Bridge Road, Suite 301
Fairfax, Virginia 22030

DEED OF EASEMENT AND BOUNDARY LINE ADJUSTMENT AND EASEMENT

THIS DEED OF BOUNDARY LINE ADJUSTMENT AND EASEMENT, made this ____ day of August, 2019, by and between **12633 CHAPEL ROAD LLC**, a Virginia limited liability company, party of the first part, index as GRANTOR and GRANTEE (hereinafter, "Chapel Road"); **PETER J. NOONAN**, unmarried, party of the second part, index as GRANTOR and GRANTEE (hereinafter "Noonan"); **LAWYERS TITLE REALTY SERVICES, INC.**, ("TRUSTEE") party of the third part GRANTOR; **QUICKEN LOANS INC.**, ("LENDER") party of the fourth part, ("**GRANTORS/GRANTEES**").

* * * * * W I T N E S S E T H : * * * * *

WHEREAS, the **Chapel Road** is the owner of the following described property, having acquired the same by a Deed recorded in Deed Book 24266 at Page 1724, among the land records of Fairfax County, Virginia:

BEGINNING at the corner of Chappell Street and corner to Robert Fullerton lot; thence N 54° 50' E 556 feet; thence S 3° 0' W 305 feet; thence N 68° 15' E 464 feet; thence N 20° 50' W 150 feet to the point of beginning, containing 2.13 acres, more or less.

(Said property being referred to hereinafter as the "**Chapel Road Lot**"), and;

WHEREAS, **Noonan** is the owner of the following described property, having acquired the same by a Deed recorded in Deed Book 23250 at Page 0492, among the land records of Fairfax County, Virginia:

PARCEL 1: All the certain lot, piece or parcel of land acquired from John N. Rust, Special Commission in the suit of Roberta I. Fullerton vs. Meredith N.

Fullerton, et al pending in the Circuit Court of Fairfax County, by deed dated November 13, 1919 and recorded in Liber N, Number 8, Page 453, et seq. and therein described as follows:

BEGINNING at the stake on the south side of Chapel Street at a point in the southern line of Chapel Street 40 feet in an easterly direction from the Northeast corner of a lot conveyed to Ruth Turner McMullen by E.N. Pendleton and Margaret Riviere Pendleton (then his wife), and running thence along the southern line of Chapel Street in an easterly direction 50 feet to a stake in said southern line of said Chapel Street; thence in a southerly direction at the right angles to said street, 135 feet to a stake; thence in a westerly direction and parallel with Chapel Street and with the northerly line of this lot to stake 40 feet east of the southeast corner of the said lot of said Ruth Turner McMullen; thence in a northerly direction, and parallel with the easterly line of this lot; 135 feet to the place of beginning, it being the purpose of lease the strip 40 feet wide between this lot and the said lot of Ruth Turner McMullen for a street intersecting said Chapel Street on the south side thereof.

(Said property being referred to hereinafter as the “**Noonan Lot**”).

WHEREAS, by Deed of Trust recorded in Deed Book 25287 at Page 0924, among the land records of Fairfax County, Virginia, (“Deed of Trust”) **Noonan** conveyed to **TRUSTEE**, in trust, the Noonan Lot to secure the payment of certain sums of money for the benefit of the **LENDER**, as more particularly described in said Deed of Trust, and;

WHEREAS, it is the desire and intent of **Chapel Road** and **Noonan** to vacate the property lines and lot dimensions and adjust the boundary line between the **Chapel Road Lot** and the **Noonan Lot** in accordance with this Deed and the plat prepared by J2 Engineers, Inc., dated August 10, 2017, entitled “PLAT SHOWING BOUNDARY LINE ADJUSTMENT ON PETER J. NOONAN D.B. 23250, PG. 0492 AND 12633 CHAPEL ROAD, LLC D.B. 24266, PG. 1724 SPRINGFIELD TOWN OF CLIFTON DISTRICT TOWN OF

CLIFTON, VIRGINIA & FAIRFAX COUNTY, VIRGINIA” attached hereto as Exhibit “A” (the “Plat”) and made a part hereof; and

WHEREAS, the parties hereto are the sole owners and proprietors and all parties having any interest in the **Chapel Road Lot** and the **Noonan Lot**;

NOW, THEREFORE, THIS DEED WITNESSETH THAT for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the said **Chapel Road** and **Noonan** do hereby vacate the existing boundary line between the **Chapel Road Lot** and the **Noonan Lot** and hereby create the new boundary line at the location set forth on the Plat resulting in the following new legal descriptions for each lot:

Noonan Lot: 075-4-02-0077

BEGINNING at a point at the corner of William E. Peterson and Water Street N 6,969,473.83/E 11,801,173.14 thence N 30 ° 16’ 12” W 136.75 feet to a point at the intersection of Water Street and Chapel Road and thence running with Chapel Road N 59 ° 43’ 48” E 50.00 feet; thence N 30 ° 16’ 13” W 11.28 feet; thence N 46’ 50” 30.77 feet to a point in the line of Chapel Road and the Chapel Road Lot; thence leaving Chapel Road and running with the Chapel Road Lot N 30 ° 16’ 12” W 155.64 feet to a point in the line with William E. Peterson; thence running with the line with William E. Peterson S 60 ° 15’ 53” W 80 feet to the point of beginning and containing approx.. 11,411 square feet.

Chapel Road Lot: 075-4-02-0078

BEGINNING at a point at the corner of William E. Peterson, Dena T. Foster and Robert Thomas at N 6,969,701.77/E 11,801,572.20 thence running with the line with William E. Peterson S 60 ° 15’ 53” W 379.57 to a corner with William E. Peterson and the Noonan Lot; thence with the Noonan Lot N 30 ° 16’ 12” W 155.64 feet to a point in the line with Chapel Road; thence running with Chapel Road N 46 ° 50’ 53” E 529.74 feet to a point in the line with Robert Thomas; thence with the lien with Robert Thomas S 04 ° 00’ 06” E 309.22 feet to the point of beginning and containing approx.. 93,052 square feet.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One

Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the said **Chapel Road** does hereby grant bargain and convey unto **Noonan** in fee simple absolute, that portion of original **Chapel Road Lot** (approx.. 4,562 square feet of area) that is now part of the **Noonan Lot**, as set forth on the Plat;

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the said **Noonan** does hereby grant bargain and convey unto **Chapel Road**, its successors and assigns, in fee simple absolute, the right of ingress and egress easements, as set forth on the Plat, for the benefit of the **Chapel Road Lot**, said easements to run with the land in perpetuity;

THIS DEED FURTHER WITNESSETH that nothing contained in this Deed shall effect, change, alter or otherwise modify any rights, duties or obligations attached to the Lots described herein and recorded among the land records of Fairfax County, Virginia against said Lots and this Boundary Line Adjustment is specifically subject to all existing covenants, conditions, restrictions, easements, right of ways or other encumbrances of record recorded against the said Lots.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TRUSTEE and LENDER, as evidenced by their endorsements hereon, do hereby release and discharge from the lien of the Deed of Trust, those portions of the herein described property conveyed by **Chapel Road** to **Noonan** as shown on the Plat attached hereto and made a part hereof; thereby releasing all of Lot 2-A from the lien of the Deed of Trust.

TO HAVE AND TO HOLD that portion of the easements conveyed by **Noonan** unto **Chapel Road**, its successors and assigns, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that the release of the portion of the property described above from the lien of the Deeds of Trust, 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, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby;

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Noonan does hereby GRANT unto the TRUSTEE, as evidenced by its endorsement hereon, a lien against the property acquired by **Noonan** from **Chapel Road**, as shown on the Plat attached hereto and made a part hereof, pursuant to the terms of Deed of Trust as if this property were original part of the property described in the Deed of Trust, hereby creating a lien in favor of LENDER on all of the Noonan Lot.

FREE CONSENT:

This Deed of Boundary Line Adjustment and Easement is made with the free consent and desire of **Chapel Road** and **Noonan** and in accordance with the desire of the undersigned owner(s), proprietor(s) and trustee(s), if any, of the above-described property, and is in accordance with the Statutes of Virginia and the ordinances in force in the Town of Clifton, Virginia and Fairfax County, Virginia governing the platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

{Signatures to follow on the subsequent pages.}

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

12633 CHAPEL ROAD LLC

By: _____ (Seal)
William E. Peterson, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX:

The foregoing DEED OF BOUNDARY LINE ADJUSTMENT AND EASEMENT was subscribed, sworn and acknowledged before me this _____ day of August, 2019 by William E. Peterson, Manager of **12633 CHAPEL ROAD LLC**.

NOTARY PUBLIC
My Commission Expires:

_____(Seal)
PETER J. NOONAN

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX:

The foregoing DEED OF BOUNDARY LINE ADJUSTMENT AND EASEMENT was subscribed, sworn and acknowledged before me this _____ day of August, 2019, by **PETER J. NOONAN**.

NOTARY PUBLIC
My Commission Expires:

**LAWYERS TITLE REALTY SERVICES, INC.,
TRUSTEE**

By: _____(Seal)

Name

Title

STATE OF _____

CITY/COUNTY OF _____:

The foregoing DEED OF BOUNDARY LINE ADJUSTMENT AND EASEMENT was
subscribed, sworn and

acknowledged before me this _____ day of January, 2016 by _____,

authorized representative of **LAWYERS TITLE REALTY SERVICES, INC., Trustee.**

NOTARY PUBLIC

My Commission Expires:

**QUICKEN LOANS INC., Beneficiary
Deed of Trust at Deed Book 25287 at Page 0924**

By: _____ (Seal)

Name

Title

STATE OF _____

CITY/COUNTY OF _____:

The foregoing DEED OF BOUNDARY LINE ADJUSTMENT AND EASEMENT was subscribed, sworn and

acknowledged before me this _____ day of August, 2019 by _____,

authorized representative of **QUICKEN LOANS INC., Lender/Beneficiary.**

NOTARY PUBLIC

My Commission Expires: