

THIS CONTRACT, made and entered into this 15th day of July, 1973, by and between LAKE BARCROFT WATERSHED IMPROVEMENT DISTRICT, a governmental subdivision of the Commonwealth of Virginia and a public body corporate and politic ("the WID"), and BARCROFT BEACH, INCORPORATED, a Virginia corporation ("BBI");

WHEREAS, BBI owns certain real estate within the WID, including the bed of Lake Barcroft (the "Lake") and the Lake Barcroft Dam (the "Dam") and the site thereof; and

WHEREAS, an earthen embankment at the west end of the Dam was breached by tropical storm Agnes on June 21-22, 1972, and the Lake is presently "dry"; and

WHEREAS, Whitman, Requardt & Associates, Engineers of Baltimore, Maryland, have prepared a report dated November 1972, as amended (the "Dam Report"), in which the cost of the reconstruction of the Dam is estimated to be approximately \$1,170,000 and a report dated October 24, 1972 (the "Silt Removal Report") in which the cost of the silt removal recommended therein is estimated to be approximately \$750,000; and

WHEREAS, BBI has obtained a loan commitment from the United States Government Small Business Administration (the "SBA") under the terms of which the SBA has agreed to make to BBI a disaster loan in the amount of \$500,000 for the reconstruction of the Dam in exchange for an agreement by BBI to pay to SBA \$495,000 plus interest at 1% per annum in level, annual installments over 27 years (the "SBA Loan"); and

WHEREAS, the WID has been authorized to incur indebtedness and in evidence thereof issue not exceeding \$2,000,000

bonds payable as to principal and interest from unlimited taxes to be levied annually on all real estate in the WID for the purpose of repairing, restoring, and improving the Dam and removing silt from the bed of the Lake, all for the purpose of checking erosion and stabilizing the runoff of surface water in the WID (the "Project"); and

WHEREAS, the WID and BBI have determined that the least expensive method of financing the estimated \$2,000,000 cost of the Project will entail (i) the sale by the WID of \$1,500,000 of its bonds at public sale and (ii) the acceptance by BBI of the \$500,000 SBA Loan and the assignment by BBI of the proceeds of the SBA Loan to the WID for application, with the proceeds of its \$1,500,000 bonds, to the payment of the cost of the Project, and the WID and BBI have agreed so to proceed to finance the Project; and

WHEREAS, prior to the breach of said embankment, the Lake served to retain, regulate, and retard the runoff of storm waters and to retain silt, in addition to serving as a private recreation area; and

WHEREAS, both parties hereto have an interest in the reconstruction of the Dam; and

WHEREAS, the WID desires to secure from BBI all rights necessary for the WID to perform such soil and water conservation functions and duties under Article 9, Chapter 1, Title 21 of the Code of Virginia, 1950, as heretofore and hereafter amended (the "WID Act"), as the WID in its sole discretion, may determine; and

WHEREAS, BBI desires to retain all rights, including the right to make recreational use of the Lake, not necessary to the WID for the performance of its soil and water functions and duties; and

WHEREAS, BBI in consideration of the WID's issuing its \$1,500,000 bonds to provide approximately 3/4ths of the cost of the Project has determined to grant and convey to the WID sufficient interests in the bed of the Lake and in the Dam and the site thereof to permit the WID (i) to cause the Project to be accomplished and (ii) to perform its soil and water conservation functions and duties under the WID Act; and

WHEREAS, the WID in consideration of BBI's acceptance of the \$500,000 SBA Loan and the assignment of the proceeds thereof to the WID to provide approximately 1/4th of the cost of the Project has determined to recognize the rights of BBI to make such uses of the Lake for private recreational purposes as will not interfere with the soil and water conservation functions and duties of the WID under the WID Act; and

WHEREAS, the parties hereto desire to set forth their respective rights and responsibilities with respect to the Lake and the bed thereof and the Dam and the site thereof;

NOW, THEREFORE, IN CONSIDERATION OF the premises and the covenants of the parties herein made THIS AGREEMENT WITNESSETH:

1. For the purpose of enabling the WID to perform its soil and water conservation functions and duties, BBI hereby grants to the WID the rights to reconstruct, operate, maintain, repair, inspect, and test the Dam and for the purpose of conveying to the WID sufficient interests in the Dam and the site

thereof and rights of access thereto to exercise such rights hereby agrees to execute an easement in the form of that attached hereto as Exhibit "A". BBI agrees that the WID shall have the sole right to make all determinations relative to the operation, maintenance, repair, inspection, and testing of the Dam where such determinations are reasonably related, in the sole determination of the WID, to its soil and water conservation functions and duties under the WID Act.

2. For the purpose of enabling the WID to perform its soil and water conservation functions and duties, BBI hereby grants to the WID the right to remove from time to time silt from the bed of the Lake and for the purpose of conveying to the WID sufficient interests in the bed of the Lake and rights of access thereto for such purpose hereby agrees to execute an easement in the form of that attached hereto as Exhibit "B". BBI agrees that the WID shall have the sole right to make all determinations relative to the removal of silt from the bed of the Lake where such determinations are reasonably related, in the sole determination of the WID, to its soil and water conservation functions and duties under the WID Act.

3. For the purpose of enabling the WID to perform its soil and water conservation functions and duties, BBI hereby assigns to the WID certain construction easements and rights of access to the Lake acquired by BBI from Jack M. Perkins and Mary Jo Perkins and Freeman W. Williams and Ann H. Williams in the forms of those attached hereto as Exhibit "C".

4. BBI hereby agrees that it will not make any conveyance, grant, transfer, sale, lease, or other disposition of any

interest in the Lake or the bed thereof or the Dam or the site thereof unless, in the written opinion of its counsel filed with the Treasurer of the Trustees of the WID not less than 30 days prior thereto, such conveyance, grant, transfer, sale, lease, or other disposition will not have a materially adverse effect upon the exercise of the rights granted to the WID hereunder.

5. BBI hereby agrees, and the easements mentioned in Paragraphs 1 and 2 above and the assignment of the easements mentioned in Paragraph 3 above shall expressly provide, that any conveyance, grant, transfer, sale, lease, or other disposition of any interest in the Lake or the bed thereof or the Dam or the site thereof, shall be made expressly subject and subordinate to the rights granted to the WID hereunder.

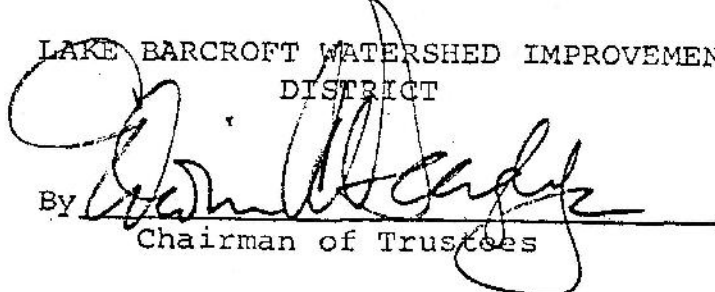
6. BBI retains all rights not inconsistent with those herein granted to the WID and specifically retains the right to use the Lake and the beaches adjacent thereto for private recreational purposes.

7. BBI agrees that in the event of settlement or recovery in its claim against Aetna Insurance Company (At Law No. 28085 in the Circuit Court of Fairfax County, Virginia) it will apply the net proceeds of said recovery or settlement to the principal payment due on the \$495,000 Series B bond of the Lake Barcroft Watershed Improvement District in inverse order of maturities.

The Lake Barcroft Watershed Improvement District has caused this instrument to be signed by the Chairman of its Trustees.

WITNESS the following signatures and seals:

LAKE BARCROFT WATERSHED IMPROVEMENT
DISTRICT

By 
Chairman of Trustees

BARCROFT BEACH, INC.

ATTEST:

By Leonard A. Abner
President

Manjathaya Kubat
Secretary

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that Edward
W. Decker, Jr., whose name is signed to the foregoing Contract as Chairman of Trustees of Lake Barcroft Watershed Improvement District, personally appeared before me in my said County and acknowledged the same.

GIVEN under my hand this 16 day of July, 1973.

Leonard A. Abner
Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that Leonard
A. Abner and Manjathaya Kubat, President, and Secretary, respectively, of BARCROFT BEACH, INC., whose names are signed to the foregoing Contract have acknowledged their

signatures before me as the act and deed of said Corporation and made oath before me in my said County that the said Contract is signed and acknowledged by due authority of the Board of Directors of said Corporation.

GIVEN under my hand this 16 day of July, 1973.

Yvonne Nichols
Notary Public



Exhibit A

32161

BOOK 3874 PAGE 420

E A S E M E N T

THIS EASEMENT, entered into this 16 day of July, 1973, by and between BARCROFT BEACH, INCORPORATED, a Virginia corporation ("BBI") and LAKE BARCROFT WATERSHED IMPROVEMENT DISTRICT, a governmental subdivision of the Commonwealth of Virginia and a public body corporate and politic ("the WID");

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, BBI grants to the WID, the right, privilege and easement to repair, rebuild, improve, operate, inspect, test and maintain the Lake Barcroft Dam, said dam being located on property more specifically described as follows:

As set forth in the description attached hereto and made a part hereof. (Schedule A, Parcels One and Two)

For the sole purpose of repairing, rebuilding, improving, operating, inspecting, testing and maintaining said dam, the WID shall have the right of ingress to and egress from the dam over, across and through property owned by BBI adjacent to the dam and lying between public and private roads and the dam.

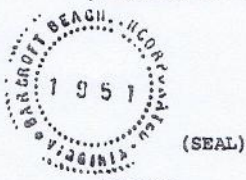
BBI covenants that it is seized of and has the right to convey said easement, rights and privileges; that the WID shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges and that BBI shall execute such further assurances as may be necessary.

Book, Prickard, Dudley

The rights hereby granted shall continue in force only so long as the WID (or a successor performing the same functions as the WID within the area now comprised in the WID) continues to exist.

BBI reserves the exclusive right to use the property for recreational purposes not inconsistent with the rights hereby granted.

IN WITNESS WHEREOF, Barcroft Beach, Incorporated has caused this easement to be executed on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary all by due authority of its Board of Directors, this 16 day of July, 1973.



BARCROFT BEACH, INCORPORATED

By Leonard A. Alon
President

ATTEST:

Mary Kathryn Kubat
Secretary


STATE OF VIRGINIA
County of Fairfax, to-wit:

I, Linda Nichols, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that Leonard A. Alon and Mary Kathryn Kubat, President and Secretary, respectively, of BARCROFT BEACH, INCORPORATED, whose names are signed to the foregoing Easement bearing date on the 16 day of July, 1973 have acknowledged their

signatures before me as the act and deed of said Corporation
and made oath before me in my said County that the said easement
is signed and acknowledged by due authority of the Board of
Directors of said Corporation.

GIVEN under my hand this 16 day of July, 1973.

Linda Nichols
Notary Public, as aforesaid



SCHEDULE A

BOOK 3874 PAGE 423

PARCEL ONE (1):

Being all that part of the property formerly in the names of Lake Barcroft Estates, Barcroft Lake Shores, and Fairfax Beach and Tennis Club covered by the lake, Lake Barcroft, and being further described as that part of the property bounded by the shore line of the lake, as the same is now defined by a weir being approximately 208 feet above mean sea level as the same was established by the U. S. Coast and Geodetic Survey

Subject however:

To any change, other than a temporary one, in the shore line caused by a change in the water level due to artificial means, then the above property automatically shall become adjusted to conform to the new shore line.

And being the same property conveyed to BBI by a deed recorded in Deed Book 1184, page 89 of the land records of Fairfax County, Virginia.

SCHEDULE A
continued

PARCEL TWO (2):

Beginning at point in east boundary of property of Fairfax Beach and Tennis Club, said point being N 4° 26' 40" E, 267.23' from the southeast corner of said property as acquired from Barcroft Lake Shores by deed recorded in Deed Book 877 at page 549 of the land records of Fairfax County, Virginia; then running in southerly direction with portion of east boundary of Fairfax Beach and Tennis Club and its southerly extension S 4° 26' 40" W, approximately 437' to its intersection with northerly line of Columbia Pike; thence running with northerly line approximately 600' to point on east side of Holmes Run, which point is in boundary of the property of Barcroft Lake Shores; thence with boundary of Barcroft Lake Shores along easterly side of Holmes Run N 3° 13' 50" E, approximately 21' to a point, said point being angle point in boundary common to Barcroft Lake Shores, Lake Barcroft Estates; thence running with boundary of Lake Barcroft Estates and across Holmes Run S 71° 06' 50" W, 104.30' to point in original northerly line of Columbia Turnpike; then in part with Turnpike line N 77° 54' 10" W, 429.00' to angle point in rear line of Lot 53, Section 1, Lake Barcroft, as same appears duly platted and recorded in Fairfax County, Virginia; then with easterly boundary of Section 1, Lake Barcroft on the following courses and distances: N 12° 05' 50" E, 125.00'; S 77° 54' 10" E, 270.00'; N 56° 50' 20" E, 183.71'; and N 12° 33' 15" E, 165.11' to point on upstream face of Barcroft Dam at top S 77° 26' 45" E, approximately 460' to intersection with eastern shore line of lake, Lake Barcroft, thence meandering in northerly direction with eastern shore line of lake approximately 277' to a point; thence departing from easterly shore line of lake and running through property of Fairfax Beach and Tennis Club S 85° 33' 20" E, approximately 115' to beginning, and being the same property conveyed to the BBI by a deed recorded in Deed Book 1215, page 475 among the land records of Fairfax County, Virginia.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 17 1973 at ~~12:54~~
This instrument was received and, with the certificate annexed, admitted to record

Tests:



Clerk

Exhibit B

32162

BOVA 3874 PAGE 425

E A S E M E N T

THIS EASEMENT, entered into this 16 day of July, 1973 by and between BARCROFT BEACH, INCORPORATED, a Virginia corporation ("BBI") and LAKE BARCROFT WATERSHED IMPROVEMENT DISTRICT, a governmental subdivision of the Commonwealth of Virginia and a public body corporate and politic ("the WID");

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, BBI grants to the WID, the right, privilege and easement to enter upon and remove silt and debris from the bed of Lake Barcroft, said property being more specifically described as follows:

As set forth in the description attached hereto and made a part hereof. (Schedule A)

And BBI further grants to the WID the right to grade and regrade the bed of Lake Barcroft and to store and relocate silt from time to time and place to place within the bed of said lake.

For the purposes of removing, relocating and storing silt, the WID shall have the rights of ingress to and egress from the above-described property over, across and through adjacent property owned by BBI lying between public and private roads and the said above-described property.

Booth, Richard, & Dudley

BBI covenants that it is seized of and has the right to convey said easement, rights and privileges; that the WID shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges and that BBI shall execute such further assurances as may be necessary.

The rights hereby granted shall continue in force only so long as the WID (or a successor performing the same functions as the WID within the area now comprised in the WID) continues to exist.

BBI reserves the exclusive right to use the property for recreational purposes not inconsistent with the rights hereby granted.

IN WITNESS WHEREOF, Barcroft Beach, Incorporated has caused this easement to be executed on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary all by due authority of its Board of Directors, this

16 day of July, 1973.



(SEAL)

BARCROFT BEACH, INCORPORATED

By Leonard A. Alne
President

ATTEST:

Marybeth Kubit
Secretary

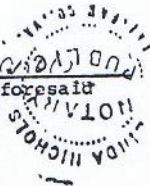
STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, Linda Nichols, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that

Leonard A. Blai and Mary Kathryn Kubat
President and Secretary, respectively, of BARCROFT BEACH INCOR-
PORATED, whose names are signed to the foregoing Easement bearing
date on the 16 day of July, 1973 have acknowledged their signa-
tures before me as the act and deed of said Corporation and made
oath before me in my said County that the said easement is signed
and acknowledged by due authority of the Board of Directors of
said Corporation.

GIVEN under my hand this 16 day of July, 1973.

Linda Nicholson
Notary Public, as aforesaid



SCHEDULE A

BOOK 3874 PAGE 428

Being all that part of the property formerly in the names of Lake Barcroft Estates, Barcroft Lake Shores, and Fairfax Beach and Tennis Club covered by the lake, Lake Barcroft, and being further described as that part of the property bounded by the shore line of the lake, as the same is now defined by a weir being approximately 208 feet above mean sea level as the same was established by the U. S. Coast and Geodetic Survey.

Subject however:

To any change, other than a temporary one, in the shore line caused by a change in the water level due to artificial means, then the above property automatically shall become adjusted to conform to the new shore line.

And being the same property conveyed to BBI by a deed recorded in Deed Book 1184, page 89 of the land records of Fairfax County, Virginia.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 17 1973 at ~~12:24~~
This instrument was received and, with the certificate annexed, admitted to record
Tests:



Clerk

Exhibit C(1)

32158

BOOK 3874 PAGE 412

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this 16 day of July, 1973, by and between BARCROFT BEACH, INC., a Virginia corporation, party of the first part, the Assignor, ("BBI") and LAKE BARCROFT WATERSHED IMPROVEMENT DISTRICT, a governmental subdivision of the Commonwealth of Virginia, and a public body corporate and politic, party of the second part, the Assignee, ("the WID");

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, BBI assigns, grants, conveys, and transfers to the WID that certain Easement dated July 9, 1973, granted and conveyed to BBI by Jack M. Perkins and Mary Jo Perkins, which is recorded immediately prior hereto, in Lot No. 62, Lake Barcroft, Virginia, as shown on Fairfax County Tax Map 61-03-14, and as the same appears dedicated, platted and recorded in Deed Book 2138 at page 10 among the land records of Fairfax County, Virginia.

The WID is hereby entitled to enjoy and exercise every and all rights and privileges granted and conveyed to BBI by said Easement, and is also bound by all duties, promises and obligations set forth in said Easement.

WITNESS the following signatures and seals:

BARCROFT BEACH, INC.

By Leonard A. Alne
President



Marybethyn Kubat
Secretary

C. L. L. L. L. L.

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that LINDA KUBAT KUBAT SECRETARY President and Secretary, respectively, of BARCROFT BEACH, INC., whose names are signed to the foregoing Assignment of Easement have acknowledged their signatures before me as the act and deed of said Corporation and made oath before me in my said County that the said Assignment is signed and acknowledged by due authority of the Board of Directors of said Corporation.

GIVEN under my hand this 16 day of July, 1973.

Linda Kubat
 Notary Public
 LINDA NICHOLS
 JUL 17 1973

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 17 1973 at 9:23 AM
 This instrument was received and, with the certificate annexed, admitted to record
 Tests:

M. [Signature]
 Clerk

32160

BOOK 3874 PAGE 418

ASSIGNMENT OF EASEMENT

C. Stewart, Jr.

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this 16 day of July, 1973, by and between BARCROFT BEACH, INC., a Virginia corporation, party of the first part, the Assignor, ("BBI") and LAKE BARCROFT WATERSHED IMPROVEMENT DISTRICT, a governmental sub-division of the Commonwealth of Virginia, and a public body corporate and politic, party of the second part, the Assignee, ("the WID");

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, BBI assigns, grants, conveys, and transfers to the WID that certain Easement dated July 6 1973, granted and conveyed to BBI by Freeman W. Williams and Ann H. Williams, which is recorded immediately prior hereto, in Lot No. 63, Lake Barcroft, Virginia, as shown on Fairfax County Tax Map 61-03-14, and as the same appears dedicated, platted and recorded in Deed Book 1933 at page 302 among the land records of Fairfax County, Virginia.

The WID is hereby entitled to enjoy and exercise every and all rights and privileges granted and conveyed to BBI by said Easement, and is also bound by all duties, promises and obligations set forth in said Easement.

WITNESS the following signatures and seals:



BARCROFT BEACH, INC.

By Leonard C. Cline
President

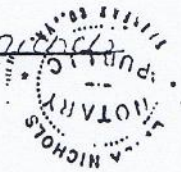
Marybethyn Kubat
Secretary

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19 day of July, 1976, do hereby certify that KENNED V. VILCO, and MURRAY KUBAT, President and Secretary, respectively, of BARCROFT BEACH, INC., whose names are signed to the foregoing Assignment of Easement have acknowledged their signatures before me as the act and deed of said Corporation and made oath before me in my said County that the said Assignment is signed and acknowledged by due authority of the Board of Directors of said Corporation.

GIVEN under my hand this 16 day of July, 1973.

Linda Nichols
Notary Public


In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 17 1973 at 1:24 PM
This instrument was received and, with the certificate annexed, admitted to record
Teste:

M. Nathan Jones
Clerk