

**DEED OF LEASE BETWEEN WESSYNTON HOMES ASSOCIATION
AND THE WESSYNTON MARINE ASSOCIATION¹**

THIS DEED OF LEASE (hereinafter referred to as "Lease") is hereby made this 3rd day of November, 1990, by and between WESSYNTON HOMES ASSOCIATION, a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter referred to as "Wessynton"), and WESSYNTON MARINE ASSOCIATION, a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter referred to as "Marine"):

RECITALS

- A. Wessynton is a non-stock corporation composed of homeowners of Wessynton Subdivision in Fairfax County, Virginia, and is operated for their benefit.
- B. Marine is a non-stock corporation whose members are Wessynton and the owners of Lots 27, 28, 29 and 30 of Section 4, Wessynton Subdivision, and Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 of Section 5, Wessynton Subdivision; these lots all have water frontage on that navigable waterway shown as Parcel G on the Plat entitled "Section 5, Wessynton, Mount Vernon District, Fairfax County, Virginia, prepared by Springfield Surveys, dated 1/2/68, revised 3/14/68 and recorded in Deed Book 3001 at page 277.
- C. Parcel G consists primarily of two navigable channels, which converge at their eastern limits and open into Little Hunting Creek. The southern channel lies between lots on Cunningham Drive and Sevor Lane. The northern channel, hereinafter referred to as the Community Channel, contains at the west end a turning basin and a boat ramp. Approximately seventy percent (70%) of the boat ramp is in Parcel G; the remainder is in Parcel F which is wholly owned by Wessynton and contains the Wessynton community tennis courts and swimming pool. The line of demarcation between Parcels F and G is approximately eleven (11) feet inland from the bulkhead abutting the turning basin.
- D. The respective portions of bulk heading which contain the Parcel G waterway and which adjoin the lots of individual property owners are owned by the respective property owners, as are the respective floating docks attached to the bulkheading. The bulkhead which abuts the turning basin at the west end of the Community Channel of Parcel G is owned by Wessynton, as are the entire boat ramp and the floating dock attached to the turning basin bulkhead.
- E. Wessynton agrees to lease to Marine: (a) the area shown as Parcel G on the referenced plat and further described in this lease; (b) the boat ramp, in its entirety, situated at the west end of the Community channel; and (c) the floating dock and the turning basin bulkhead to which it is attached at the west end of the Community Channel. Wessynton excludes from the lease those portions of Parcel G between the turning basin bulkhead and Parcel F and land areas between the mean low watermark and Woodland Park lots 27, 28, 29, 30 and the Woodland Park community park lot. Marine accepts the lease of Parcel G, as modified by the excluded land areas contiguous to Parcel F, Woodland Park lots 27, 28, 29, 30 and the Woodland Park community park, and the related facilities described in (a), (b) and (c) of this paragraph, from Wessynton, hereinafter referred to as the "Premises."

THEREFORE, in consideration of the mutual covenants expressed herein, Wessynton does hereby lease unto Marine the Premises.

- 1. The term of this Lease shall be ninety-nine (99) years.

1. This document was translated from the original using optical-character recognition. It may contain errors.

2. The rental shall be One Dollar (\$1.00) per year, payable by Marine to Wessynton in advance on January 2nd of each year during the term of this Lease.
3. Marine shall be responsible for the maintenance of a channel throughout the Premises to working depths to serve the waterfront lots fronting the Premises.
4. Marine shall be responsible for the maintenance of the bulkhead which has been installed along the boundary line of the Premises protecting the lots, outlots and parcels comprising parts of Section 4 and Section 5 of Wessynton Subdivision.
5. Marine shall have the right to construct and retain in accordance with the terms of this Lease such marine facilities including dock facilities owned by, or attached to property of, individual Marine members on the Premises as it may desire, so long as this Lease is in effect and such facilities are commensurate with existing zoning and use requirements and are compatible with the residential nature of Wessynton Subdivision. None of the facilities constructed by Marine on the Premises may be used for public purpose, but rather shall be restricted to use by members of Marine and their guests.
6. Marine shall be responsible for the maintenance of all waterfront areas, bulkhead, channel and marina facilities, including the Wessynton Homes Association Community Dock, existing or constructed within the confines of the Premises, and such maintenance will be accomplished in a manner to enable the facilities to satisfactorily perform their functions and not to become a nuisance or unsightly or incompatible with the residential nature of Wessynton Subdivision. Replacement of floating docks is the responsibility of individual Marine Association Members and Wessynton Home Association for the Community Dock.
7. Marine shall comply with all government laws, ordinance and regulations that govern the use of waterfront property on a navigable waterway.
8. All taxes of any nature which may be levied upon the Premises or any equipment or facilities installed thereon shall be paid by Marine.
9. Marine shall not have the right to sublease or assign this Lease.
10. Marine hereby waives the right to receive any portion of any condemnation award (other than the portion of the award specifically attributable to the equipment or facilities of Marine existing or constructed upon the Premises) resulting from the exercise of the power of eminent domain of any governmental body.
11. Wessynton shall at all times during the term hereof keep in force, with expenses equally shared fifty percent (50%) Marine and fifty percent (50%) Wessynton, public liability insurance naming both Wessynton and Marine as insured, with minimum limits of \$500,000 on account of bodily injuries to or death of one person and \$1,000,000 on account of bodily injuries to or death or more than one person as a result of any one accident or disaster, and \$100,000 on account of damage to property.
12. Marine will indemnify Wessynton and save it harmless from and against any and all claims, actions, damages, liability and expenses over that covered by the public liability insurance specified in Paragraph 10 above, in connection with loss of life, personal injury and/or damage to property occurring in or about or arising out of the Premises occasioned by any act or omission of Marine, its agents, members or invitees.
13. Wessynton shall be responsible for employing and maintaining clearly evident markers along the boundary lines between Parcel G and Woodland Park. Wessynton shall also be responsible for posting warnings against accidental or unauthorized entry into the Parcel G waterway from the inland portion of Parcel G which is contiguous to Parcel F.
14. Marine shall be entitled to peaceful and quite enjoyment of the Premises during the term of this Lease.

15. Marine shall use and occupy the Premises solely for recreational purposes.
16. Marine or Wessynton shall have the right to cancel this Lease with 90 days written notice to the respective association President during the term hereof.
17. If either Wessynton or Marine default in the performance of any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Lease, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.
18. This Lease shall be construed in accord with the laws of, or applicable to, the Commonwealth of Virginia.

IN WITNESS WHEREOF, WESSYNTON HOMES ASSOCIATION and WESSYNTON MARINE ASSOCIATION have caused this Deed of Lease to be executed by their respective Presidents and their seals to be affixed and attested by their respective Secretaries, the day and year first above written.

ATTEST:

/s/ Charlotte L. Blair, Secretary

WESSYNTON HOMES ASSOCIATION

/s/ Eugene L. Manner, President

ATTEST:

/s/ Thomas M. Constant, Secretary

WESSYNTON MARINE ASSOCIATION

/s/ Jeffrey G. Smith, President

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County aforesaid, in the Commonwealth of Virginia, whose commission expires on the 7th day of May, 1996, do hereby certify that personally appeared before me Charlotte L. Blair and Eugene L. Manner whose name as Secretary and President, respectively, of WESSYNTON HOMES ASSOCIATION are signed to the foregoing Deed of Lease, bearing date on the 12th day of November, 1990, and acknowledge the same in my County and Commonwealth aforesaid.

GIVEN under my hand and notarial seal this 12th day of November 1990.

/s/ Elizabeth L. L. Ardein

Notary Public

My Commission Expires: May 7, 1991

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County aforesaid, In the Commonwealth of Virginia, whose commission expires on the 11th day of November, 1992 do hereby certify that personally appeared before me Jeffrey G. Smith and Thomas M. Constant whose name as President and Secretary, respectively, of

WESSYNTON MARINE ASSOCIATION are signed to the foregoing Deed of Lease, bearing date on the 3rd day of November, 1990, and acknowledge the same in my County and Commonwealth aforesaid.

GIVEN under my hand and notarial seal this 3rd day of November 1990.

/s/ David C. Zimmermann

Notary Public

My Commission Expires: August 11, 1992