### FOR SALE - \$1,499,900 FOR LEASE - \$36.50/SF Full-Service 3,253 SF Turnkey Medical Office



### 24805 Pinebrook Rd #105, South Riding, VA

This 3,253 SF condo presents a rare opportunity for any medical or dental professional to purchase or lease a turnkey medical space and save hundreds of thousands on build out. Built in 2011, Suite 105 has prime visibility in the building's lobby and opens into a bright and spacious waiting area. The space features attractive and stylish finishes throughout and its efficient floor plan has 6 exam rooms, 2 procedure rooms, 2 private offices, large storage room, nurse's station, and kitchen/breakroom. Both common area restrooms and private restroom within the suite. Conveniently located right off Route 50 and directly adjacent to Inova Urgent Care. Five minutes (1.5 miles) from Stone Springs Hospital. Investors and medical professionals alike will benefit from the property's strategic location in the country's 3rd fastest growing and most affluent county in the United States. South Riding, itself, has over 8,300 households and 27k residents with a median income of over \$140k/year. Condo fees are \$965.06/month (\$3.56/SF). Real estate taxes are \$8,342.86 (\$2.56/SF).



For more information please visit www.RealMarkets.com or contact Ryan Rauner, CCIM at Ryan@RealMarkets.com or 703-943-7079



This property is listed by Ryan Rauner, CCIM Century 21 New Millennium, Ashburn, VA Ryan Rauner holds an Associate Broker license in Virginia.



## Cost of Ownership Analysis

### 24805 Pinebrook Rd, #105, South Riding, VA

Cost of Ownership Analysis

	Purchase Price	\$ 1,499,900.00
P	us Acquisition Costs	\$ 52,496.50

Mortgage Data			
	1st Mortgag		
Amount	\$	1,199,920.00	
Interest Rate		4.1%	
Amortization Period	1		
Loan Term		5	
Payments/Year		12	
Periodic Payment	\$	7,334.66	
Annual Debt Service	\$	88,016.00	

Cost Recovery Data			
		Improvements	
Value	\$	1,199,920.00	
C.R. Method		Straight Line	
Useful Life		39	

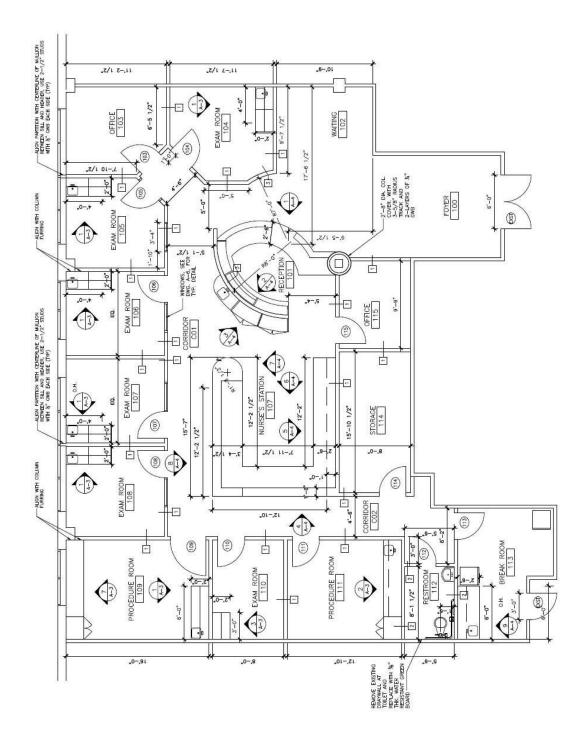
TAXABLE INCOME			
End of Year	1		
- Interest - 1st Mortgage	\$	48,458.86	
- Cost Recovery (Improvements)	\$	30,765.95	
= Real Estate Taxable Income	\$	(79,224.81)	
Tax Liability (Savings) at 21%	\$	(16,637.21)	

CASH FLOW			
- Annual Debt Service	\$	88,016.00	
= CASH FLOW BEFORE TAXES	\$	(88,016.00)	
- Tax Liability (Savings) (Line 16)	\$	(16,637.21)	
= CASH FLOW AFTER TAXES	\$	(71,378.79)	

Comparable Market Rent	\$ 92,710.50	\$ 28.50
Effective Annual Payment	\$ 42,507.37	\$ 13.07
Per Year (10-Year Lease)	\$ 48,795.00	\$ 15.00
Estimated Build Out Costs/Savings	\$ 487,950.00	\$ 150.00
Total Annual Payment	\$ 91,302.37	\$ 28.07
Cash Flow After Taxes	\$ 71,378.79	\$ 21.94
Condo Fees	\$ 11,580.72	\$ 3.56
Real Estate Taxes	\$ 8,342.86	\$ 2.56
Square Feet	3,253	\$/SF



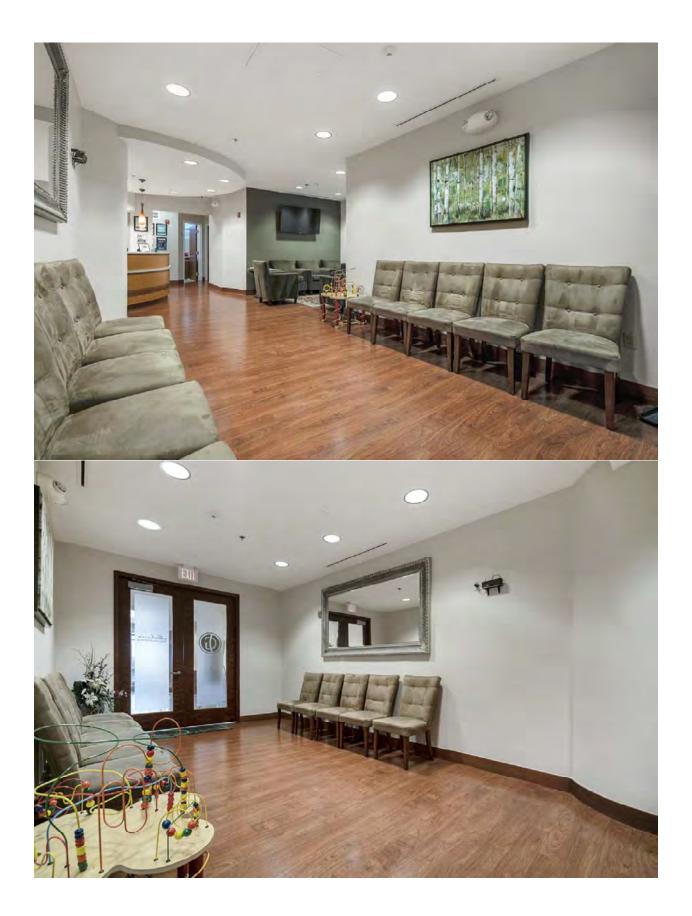
### Floor Plan

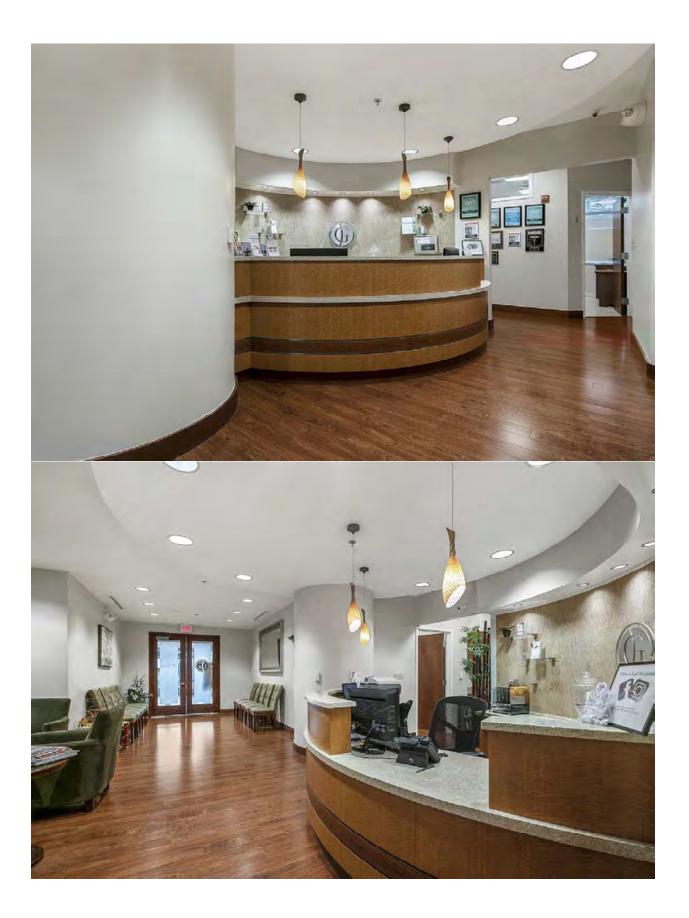




### Photographs

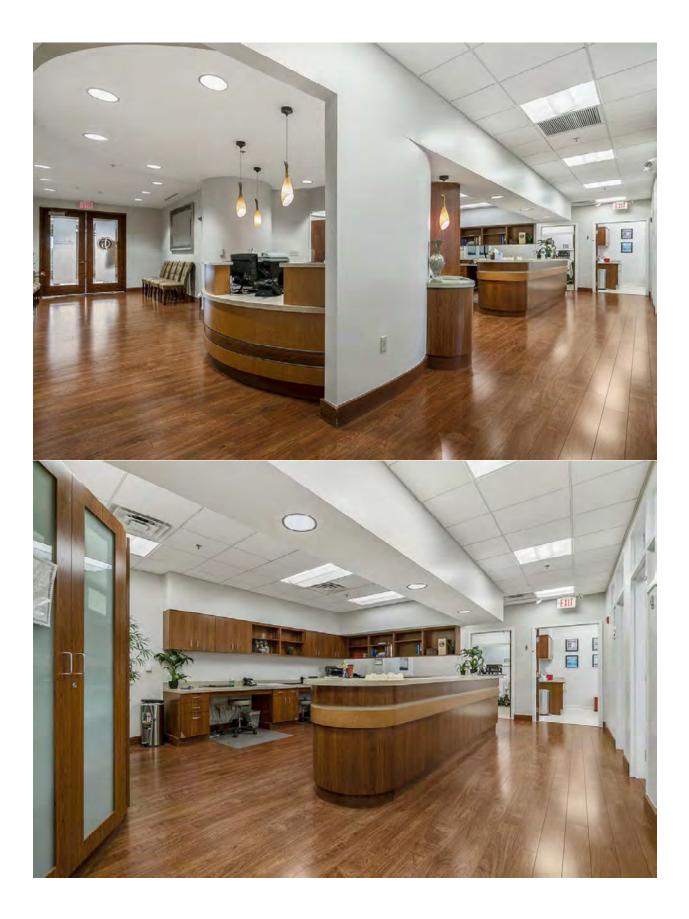


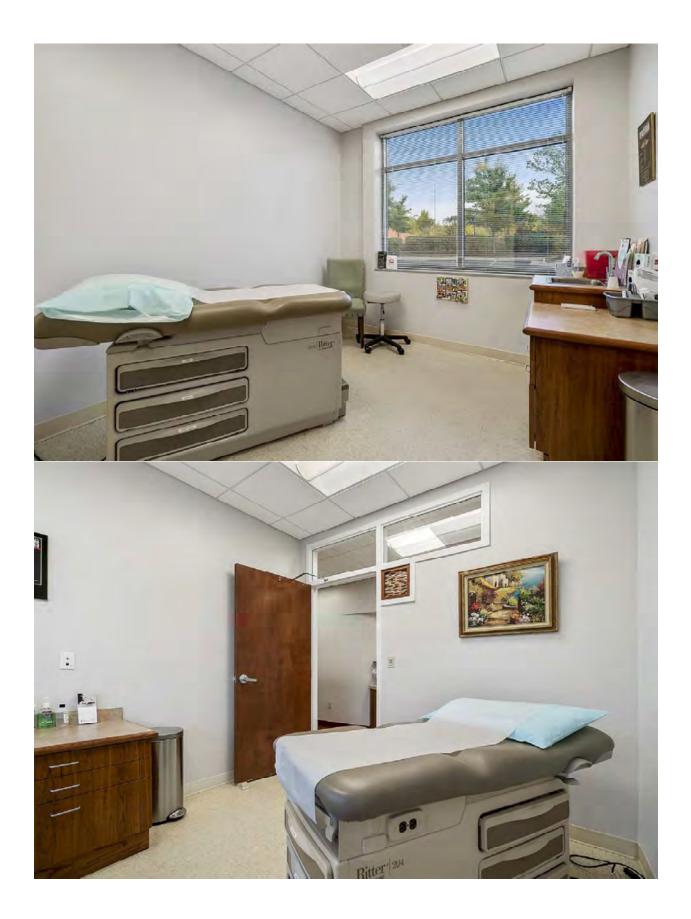










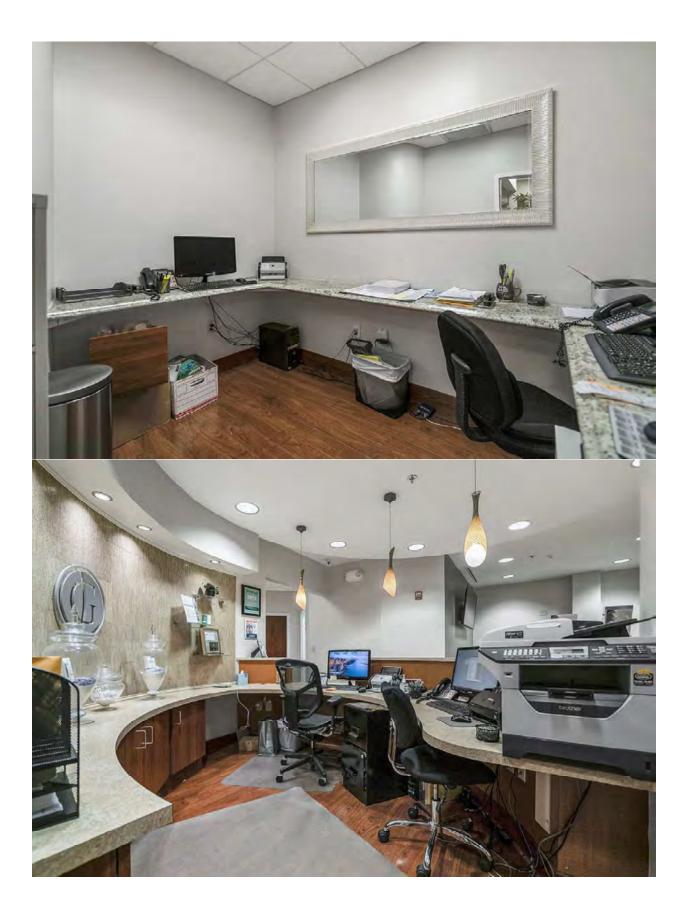




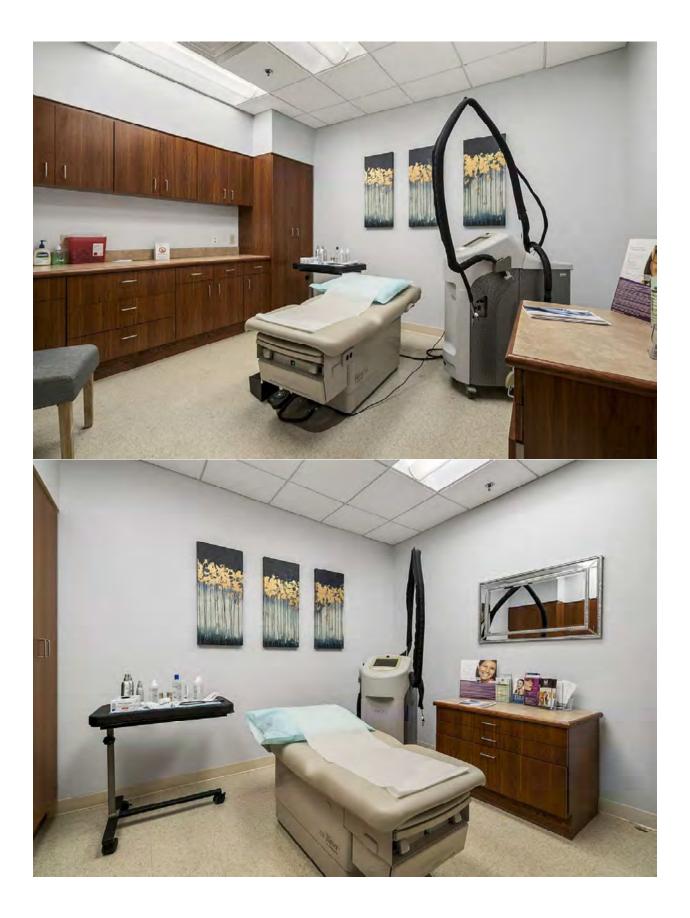






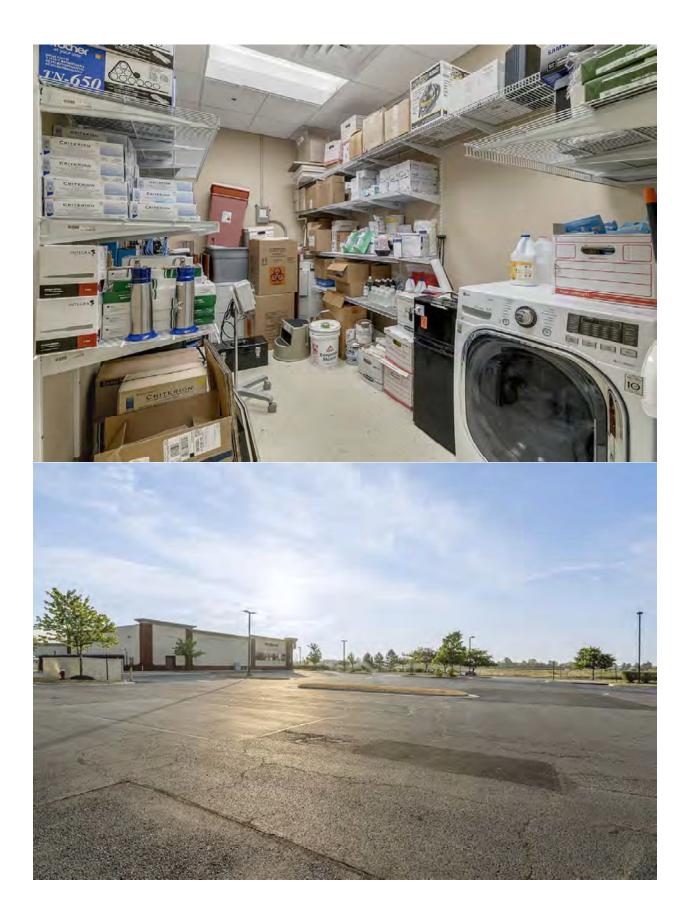














## Map





# **Zoning Information**

#### Section 3-900 CLI - Commercial Light Industry.

- **3-901 Purpose.** The purpose of the CLI district is to accommodate a mix of similar and compatible office and industrial uses, and related supportive commercial retail and service uses along the Route 50/John Mosby Highway Corridor. The CLI district shall have limited traffic and aesthetic impacts on surrounding properties and on supporting public facilities and utilities. The CLI district is intended to generate development through the use of creative design that will enhance the character of the surrounding area and contribute to the development of a distinctive gateway along the Route 50 corridor. The district may allow tourist supportive uses to serve visitors and maximize on opportunities afforded by its proximity to the Air and Space Museum.
- **3-902** Size and Location. The CLI district is mapped only along the eastern end of Route 50 as depicted on the Zoning Map. The rezoning of land to CLI in other areas of the County shall not be permitted.
- **3-903 Permitted Uses.** The following uses shall be permitted in the CLI district subject to the requirements of these regulations including, but not limited to Section 3-907(F), unless otherwise stated, and all other applicable Performance Criteria of Section 3-907.
  - (A) Adult day care facility.
  - (B) Animal hospital.
  - (C) Bakery, commercial.
  - (D) Business service establishment, pursuant to Section 5-661.
  - (E) Child care center, pursuant to Section 5-609(B).
  - (F) Church, synagogue and temple.
  - (G) Conference and Training Center.
  - (H) Dwelling, single family, accessory to permitted or special exception uses.
  - (I) Educational institution.
  - (J) Establishments for assembly, fabrication, processing, production and/or manufacturing of goods or products, pursuant to Section 3-907(J).
  - (K) Fire and/or rescue station.

- (L) Flex industrial uses, pursuant to Section 5-608.
- (M) Funeral home or mortuary.
- (N) Health and fitness center.
- (O) Hotel/Motel, 75 rooms or greater, pursuant to Section 5-611.
- (P) Mass transit facilities.
- (Q) Medical care facility, outpatient only.
- (R) Nursery, commercial, pursuant to Section 5-605.
- (S) Office, administrative, medical, business and professional.
- (T) Park, public.
- (U) Police Station.
- (V) Post office, drop off and pick up.
- (W) Postal service, including overnight mail distribution facility.
- (X) Printing service.
- (Y) Public utility service center, without outdoor storage.
- (Z) Research, experimental, testing or development activities.
- (AA) Sewer pumping station.
- (BB) Telecommunications antenna, pursuant to Section 5-618(A).
- (CC) Telecommunications monopole, pursuant to Section 5-618(B)(1).
- (DD) Utility substation, dedicated.
- (EE) Utility substation, distribution, pursuant to Section 5-616.
- (FF) Veterinary service.
- (GG) Warehousing facility.
- (HH) Water pumping station.
- (II) Wholesale trade establishment, pursuant to Section 5-663.

(JJ) Facility for lessons in dance, gymnastics, judo and sports training.

#### (KK) Reserved.

- (LL) Kennel, indoor, pursuant to Section 5-606.
- (MM) Convention or exhibition facility, 25,000 sq. ft. or less, with no direct access to Route 50.
- (NN) Auxiliary uses, pursuant to Section 3-907(O).
- (OO) Accessory uses, pursuant to Section 3-907(E).
- (PP) Museum or Exhibition Facility, with no direct access to Route 50.
- (QQ) Antique shop; Art gallery, pursuant to Section 5-650(B)(1) and (2).
- (RR) Banquet/Event Facility, 25,000 sq. ft. or less, with no direct access to Route 50.
- **3-904 Special Exception Uses.** The following uses may be permitted by the Board of Supervisors and, if approved, may be subject to certain conditions, pursuant to the provisions in Section 6-1300. In addition, the uses listed below shall be developed in accordance with Section 3-907(F) and all other applicable Performance Criteria.
  - (A) Automotive Service Station.
  - (B) Bank or Financial Institution, pursuant to Section 5-659.
  - (C) Convenience food store with or without gas pumps, pursuant to Section 5-617.
  - (D) Convention or exhibition facility.
  - (E) Car wash.
  - (F) Contractor Service Establishment, pursuant to Section 5-662.
  - (G) Distribution Facility.
  - (H) Heliport or helistop.
  - (I) Motor vehicle rental.
  - (J) Motor vehicle sales.
  - (K) Motor vehicle service and repair, light.

- (L) Personal service establishment.
- (M) Private club or lodge.
- (N) Public utility service, with outdoor storage.
- (O) Radio, radar and/or television tower.
- (P) Restaurant, including fast-food, with or without drive-through, not otherwise permitted per 3-907(E) and 3-907(O).
- (Q) Retail sales establishment.
- (R) Sewage treatment plant.
- (S) Telecommunications monopole, pursuant to Section 5-618(B)(2).
- (T) Telecommunications tower, pursuant to Section 5-618(C)(2).
- (U) Utility substation, transmission, pursuant to Section 5-616.
- (V) Utility transmission lines, overhead.
- (W) Water storage tank.
- (X) Water treatment plant.
- (Y) Library.
- (Z) Banquet/Event Facility.
- (AA) Continuing Care Facility, pursuant to Section 3-907(P).
- (BB) Craft Beverage Manufacturing, pursuant to Section 5-668, by Minor Special Exception.
- (CC) Data center, pursuant to Section 5-664.

#### **3-905** Lot Requirements.

- (A) Size. One (1) acre minimum. Any lot less than two (2) acres shall have no direct access to Route 50, regardless of whether Section 3-907(F) is met.
- (B) Width. 200 feet minimum.
- (C) **Depth.** 200 feet minimum.

- (D) Yards.
  - (1) Adjacent to Roads. Except where a greater setback is required by Section 5-900, thirty five (35) feet for building; twenty five (25) feet for parking.

#### (2) Adjacent to Parcel Boundaries.

- (a) With Other Nonresidential Districts. Fifteen (15) feet minimum for buildings; ten (10) feet minimum for parking, outdoor storage, and loading areas, and areas for the collection or storage of refuse, except where a greater yard is required by Section 5-1400. In the event that a single parcel is zoned for more than one non-residential zoning district, the applicable yard requirement shall be applied only at the property line and not at the zoning district line. The Zoning Administrator may waive the parking yard requirement when necessary to permit shared parking and access arrangements between uses on individual parcels.
- (b) With Residential Districts. Twenty-five (25) feet minimum. No building, parking, loading/unloading areas, outdoor storage, or areas for the collection or storage of refuse shall be permitted in any required yard adjacent to a residential zoning district.

### **3-906 Building Requirements.**

- (A) Lot Coverage. .45 maximum; up to .60 maximum by Special Exception.
- (B) **Building Height.** Sixty (60) feet maximum provided that a building may be erected to a maximum height of one hundred (100) feet if it is set back from streets or from lot lines that do not constitute boundaries of districts with lower maximum height restrictions, in addition to each of the required minimum yard dimensions, a distance of not less than one (1) foot for each additional one (1) foot of building height that exceeds the sixty (60) foot limit. Additional height limitations for areas or building sites or lots directly under an airport runway flight path may be imposed in accordance with applicable Federal Aviation Administration regulations.
- (C) Base Floor Area Ratio (FAR). 0.40 maximum.

#### (D) Adjusted Base Floor Area Ratio (FAR).

- (1) The base floor area ratio in the CLI district may be increased on certain parcels by approval of the Zoning Administrator, upon demonstration of one or more of the following:
  - (a) A density increase of 0.1 FAR above the base floor area ratio shall be granted to properties where any portion of such properties is located within 600 feet of the right-of-way of Route 50 if:
    - (i) Such properties are not located at an existing median break of such road; and
    - (ii) The owner(s) of such properties permanently relinquish direct access to Route 50; and
    - The owner(s) of such properties form shared (iii) access agreements with the owner(s) of adjoining properties that enable controlled access to such road for multiple uses. Such shared access agreements shall remain in effect in perpetuity or until future public road improvements provide alternative access to the subject parcels that alleviates the need for the original shared access agreement. The shared access agreement shall be depicted on the site plan(s) for the subject parcels and shall include all infrastructure improvements necessary to enable the safe and efficient access of each parcel as determined by the Department of Transportation and Capital Infrastructure and VDOT.
  - (b) A density increase of 0.1 FAR above the base floor area ratio shall be granted to properties where any portion of such properties are located within 600 feet of the right-of-way of Route 50 if the owner(s) of such properties file a unified plan for development with contiguous parcels of land which, when combined, total at least 20 acres. For the purposes of this Section, a unified plan for development shall mean: (1) development involving multiple parcels that is approved with a single site plan application and (2) all parcels subject to the unified plan for development shall share no more than one point of

access onto Route 50. Single entity ownership is not required, but a single commercial owners association shall be formed as evidenced by a Declaration of Covenants that sets forth maintenance, design standards, etc.

- (c) A density increase of 0.1 FAR above the base floor area ratio shall be granted to properties where any portion of such properties are located within 600 feet of the right-of-way of Route 50 if the owner(s) of such properties maintain a parking setback of 150 feet and a building setback of 300 feet from the rightof-way of Route 50.
- (2) The density increase can be granted singly or cumulatively, up to a maximum of .60 FAR.
- **3-907 Performance Criteria.** The purpose of the following sections is to achieve a design whereby buildings are located, oriented and designed to respect the natural landscape, principles of energy conservation, relationships to surrounding properties and buildings, views from major arterials, site access and circulation needs, and the desired overall character of the district as a principal gateway into Loudoun County.
  - (A) Transportation Design. Transportation elements shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic at intersections with traffic controls such as traffic lights, stop signs or traffic calming features. Left-turn storage and right turn lanes and/or traffic dividers shall be required where existing or anticipated heavy flows indicate need. In general, minor streets shall not be connected with streets outside the district in such a way as to encourage the use of such minor streets by substantial amounts of through traffic. To the maximum extent feasible, land development applications shall identify opportunities and methods for shared access and inter-parcel linkages.
  - (B) Buffering and Screening. Yards, berms, vegetative screening, fences, or walls shall be provided to buffer residential districts and public streets from uses allowed in this district. In particular, outdoor storage, off-street parking areas and service areas for loading and unloading and for storage and collection of materials, supplies, and/or refuse and garbage, shall be screened so that such areas are not visible from any public right-of-way and/or residential use. Areas for the collection and storage of refuse and outdoor storage areas shall be fully enclosed by a structure composed of

opaque materials. Such materials shall be compatible with those used in the exterior construction of the principal building.

- (C) Landscaped Open Space. Minimum landscaped open space on any individual lot shall not be less than .10 times the buildable area of the lot.
- (D) **Off-Street Parking and Loading Facilities.** All off-street parking spaces shall be within 500 feet by safe and convenient pedestrian routes of entrances to the buildings the parking spaces are intended to serve. No off-street parking or loading facilities shall be located in required landscaped yards. Off-street parking areas shall, to the maximum extent feasible, be located to the rear of the buildings.
- (E) Accessory Uses. The following accessory uses shall be permitted in the district:
  - (1) Warehousing, indoor storage and distribution associated with a permitted use, but excluding the bulk storage of gasoline, petroleum products, natural gas and chemicals.
  - (2) Retail sales and personal service uses for permitted and/or special exception uses, not to exceed twenty-five percent (25%) of the floor space of the principal use of the building.
  - Outdoor storage for permitted and/or special exception uses, not to exceed twenty-five percent (25%) of the gross lot area. No storage of any kind shall be permitted within any required yard.
  - (4) Restaurant and restaurant carry-out.
- (F) Access Limitation for Certain Uses. For all uses listed in Section 3-903 unless otherwise stated, and all uses listed in Section 3-904, such uses shall be permitted to have direct access to Route 50 (i) only if the property owner can demonstrate that the subject property does not have legal access to any public road other than Route 50 and does have legal access to the location of a planned Route 50 Parallel Road, as shown on the Countywide Transportation Plan (CTP), as amended, and (ii) provided that such access, if permitted, shall be limited to right-turn-in and right-turn-out entrances to and from Route 50 only as approved by VDOT. Prior to approval of a site plan for these uses, property owners must execute and record an instrument, in form as reviewed and approved by the County, which obligates such owner and successors to relinquish all such direct access rights and close off all direct access to Route 50, at no cost to

the County or VDOT, or permit the County or VDOT to close off all direct access without compensation, when alternative access to the site becomes available via public or private street adjacent to the owner's parcel or via other means, such as an available private access easement that provides access to any such public or private street.

- (G) Vehicular Access and Circulation. Primary access and through vehicular traffic impacting residential neighborhoods shall be avoided. Minor streets shall not be connected with streets outside the district in such a way as to encourage the use of such minor streets by through and construction traffic.
- (H) Pedestrian Access and Circulation. Pedestrian ways shall be incorporated into each development so as to minimize conflicts with vehicular traffic and to enable safe and convenient pedestrian access to all buildings, parking and other facilities. Pedestrian ways shall be extended to adjacent properties and shall connect uses within individual developments. Land development applications shall delineate the on-site pedestrian system and provide connections to such systems in adjacent developments as well as public networks, if applicable.
- (I) **Utility Requirements.** All new utility distribution lines in the CLI district shall be placed underground.
- (J) **Prohibited Uses.** The following manufacturing uses shall not be permitted:
  - (1) Distillation of coal, wood or bones.
  - (2) Fertilizer manufacture.
  - (3) Fireworks.
  - (4) Garbage incineration other than in municipal plants.
  - (5) Mixing or batching plants for asphalt, concrete, brick or other paving and construction materials.
  - (6) Petroleum, alcohol or asphalt refining, mixing or manufacture or storage.
  - (7) Material recovery facility.

- (8) Any other use similar to the above excepted uses which is likely to be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other causes.
- (K) Uniform Landscaping for Front Yard Areas Adjacent to Route 50.
  - (1) All parcels with frontage on Route 50 shall include landscaping in accordance with the Type 5 Buffer Yard in Section 5-1414(B)(1).
- (L) **Compatibility.** Architectural treatment of buildings, to include materials, color, and style, shall be compatible with buildings located within the same project. Compatibility may be achieved through the use of similar building massing, scale, materials, colors, and other architectural features. For the purposes of this section, a project is defined as a development that is planned, developed or managed as a unit.
- (M) **Building Orientation.** The front facade and principal public entrance of all buildings shall be oriented toward an adjacent public street.
- (N) Screening of Mechanical Equipment. Mechanical equipment, whether ground level or rooftop, shall be in accordance with Buffer Yard Type 3, screened from view from adjacent properties and public rights-of-way and designed to be perceived as an integral part of the principal building. For the purposes of this section, mechanical equipment shall include, but not be limited to, satellite dishes, exhaust fans, HVAC equipment, and roof access ladders. In cases where parapets are used to screen rooftop equipment, the maximum height of the parapet shall be equal to the top of the highest mechanical unit but shall not exceed the maximum height allowed in the district by more than 3 feet.
- (O) Auxiliary Uses. The uses listed below shall be permitted on a stand-alone basis, if they are auxiliary to the district and are developed as part of a unified plan for development, in accordance with Section 3-906(D)(1)(b), that contains at least one of the following permitted uses: (i) Establishment for assembly, fabrication, processing, production and/or manufacturing of goods or products; (ii) Flex-industrial uses; (iii) Office, administrative, medical, business and professional; (iv) Research, experimental, testing or development activities; (v) Educational institution; (vi) Hotel/motel; (vii) Museum or Exhibition Facility.

- (1) Restaurant, including fast food with drive-through.
- (2) Convenience food store.
- (3) Bank or financial institution, pursuant to Section 5-659.
- (4) Personal service establishments.
- (5) Banquet/Event Facility, 25,000 sq. ft. or less.
- (P) **Continuing Care Facility.** Continuing Care Facilities shall be permitted in the CLI zoning district subject to the following additional provisions:
  - (1) **Size, Density and Location.** The maximum lot size shall not exceed twenty (20) acres. The maximum density shall not exceed 16 units per acre. The use shall only be located as follows:
    - (a) In areas served by public water and sanitary sewer.
    - (b) With access only from a collector road.
    - (c) Buildings and parking shall be setback a minimum of three hundred (300) feet from Route 50.
  - (2) **Required Uses.** All continuing care facilities located in the CLI zoning district shall provide the following, subject to the requirements and limitations of these regulations:
    - (a) A minimum of two (2) of the following types of care shall be provided:
      - (i) Congregate Living Facility, limited to a maximum of sixty-five percent (65%) of the total number of units provided.
      - (ii) Adult Assisted Living.
      - (iii) Nursing Home.
    - (b) Clubhouse or common areas, solely for the residents, employees and their guests, including but not limited to meeting rooms, auditorium, theater, business office, and recreational facilities and other uses related to adult age-restricted community living.

- (c) Ancillary retail uses only for continuing care facilities, such as grocery/convenience food store, pharmacy, medical services, barber shop, beauty shop, personal care facilities, eating and drinking establishments, library, bank and financial institutions (without drive-through), business services, laundry, cleaners, or other similar retail uses. The floor area for retail and community service uses shall not exceed ten percent (10%) of the gross residential floor area of the buildings.
- (d) Swimming pool.
- (e) Health and fitness center.
- (f) Bus shuttle service.
- (g) A minimum of thirty-five percent (35%) of the total land area shall consist of parks and/or open space.
- (3) **Yard Requirements.** Notwithstanding the requirements found in Section 3-905(D), the following yards shall be provided:
  - (a) Adjacent to roads. Except where a greater setback is required by Section 5-900, thirty-five (35) feet for buildings and twenty-five (25) feet for parking. No parking, outdoor storage, areas for collection of refuse, or loading space shall be permitted in areas between buildings and streets where such uses are visible from any road.
  - (b) Adjacent to Nonresidential Districts and Uses. No building shall be permitted closer than fifty (50) feet to any nonresidential district, any existing or planned nonresidential district, or land bay or lot allowing nonresidential uses. No parking shall be permitted closer than twenty-five (25) feet to any such area. No parking, outdoor storage, areas for collection of refuse, or loading space shall be permitted in areas between buildings and such nonresidential districts, existing or planned nonresidential districts, or land bays allowing nonresidential uses where such uses are visible from said nonresidential areas.

- (4) Development Criteria. The following recreational, educational, and cultural facilities solely for the residents, employees and their guests shall be located on site or within ten (10) miles of the site. If facilities are not provided on site, a guaranteed use of and vehicular or other guaranteed means of transportation to such facilities for the residents of the development shall be provided.
  - (a) Golf course (minimum 18 holes).
  - (b) Chapel.
  - (c) Medical care facility, outpatient only.
  - (d) Recreation space, passive.
- (5) Age of R e s i d e n t s. Continuing care facilities in the CLI zoning district shall be subject to a homeowner's association, as evidenced by a Declaration of Covenants reviewed and approved by the County that specifies the age-restricted nature of the proposed use. A development designated for an age-restricted development shall be in accordance with Virginia Code, Section 36-96.7, as amended, and shall include in the homeowner's association Declaration of Covenants policies and procedures which:
  - (a) Ensure that at least eighty percent (80%) of the units are occupied by at least one person 55 years of age or older per unit; and
  - (b) Demonstrate intent by the owner or manager to provide housing for persons 55 years of age or older.



# **County Records**

If you have any questions about this property, please contact Ryan Rauner, CCIM at 703-943-7079 or <u>Ryan@RealMarkets.com</u>.

#### PARID: 163179986004 YASNA LLC,

#### Owner

Name Care Of Mailing Address

Instrument Number Book Page

#### Parcel

Primary Address Tax Map # State Use Class Total Land Area (Acreage) Total Land Area (SQFT) **Election District Billing District** Billing Split Notes 1 Billing Split Notes 2 Special Ad Valorem Tax District Special Project District Neighborhood Living Units Structure Occupancy Condominium Garage Unit or Parking Space Subdivision Affordable Dwelling Unit (Y/N) Ag District Ag District Starting Date Ag District End Date **Deactivation Status** 

Legal Description

Legal Description

General Information

YASNA LLC IBRAHIM GALARIA,MGR 1453 RADCLIFF LN

AURORA IL 60502-1360 201105120029480

24805 PINEBROOK RD 101/H/7P3/105/ Commercial/Indust 0 DULLES Dulles District None 400OC

COMMERCIAL CONDO NO AVONLEA PROFESSIONAL CENTER NO: PROPERTY IS NOT ADU.

**AVONLEA PRO CENTER PH.3** 

CONDO UNTI 105

201105120029480 200905050027819P

Loudoun County is providing public record information as a public service in accordance with Virginia Code Title 58.1-3122.2 (1998). The Loudoun County Commissioner of the Revenue provides annual valuations and maintenance of fair market values for equitable assessments on all types of real property.

The property information made available on this site includes ownership and deed information, legal description, sales information, assessment values and house characteristics and can be searched by Parcel ID Number, Address and Tax Map Number. The site is updated weekly. Parcels are linked to the Loudoun County GIS, with map overlays displaying boundary and environmental information such as topography, soils, flood plain and major roads.

Condominium garage units or assigned parking spaces associated with condominiums may have separate parcel identification numbers - and may be assessed separately.

Tax History / Payment

Click on the Parcel ID to view its related document 163179986004

Fair Market Land	\$134,900
Fair Market Building	\$663,460
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$798,360
Land Use Value	\$0
Total Taxable Value	\$798,360
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

#### 2018 Values

P						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$663,460		\$798,360		\$798,360
Landbook	\$134,900	\$663,460		\$798,360		\$798,360
2017 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$663,460		\$798,360		\$798,360
Landbook	\$134,900	\$663,460		\$798,360		\$798,360
2016 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$655,370		\$790,270		\$790,270
Landbook	\$134,900	\$655,370		\$790,270		\$790,270
2015 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$134,900	\$655,370		\$790,270		\$790,270
Notice	\$134,900	\$655,370		\$790,270		\$790,270
2014 Va <b>l</b> ues						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$579,860		\$714,760		\$714,760
Landbook	\$134,900	\$579,860		\$714,760		\$714,760
2013 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$512,430		\$647,330		\$647,330
Landbook	\$134,900	\$512,430		\$647,330		\$647,330
2012 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$134,900	\$512,400		\$647,300		\$647,300
Landbook	\$134,900	\$512,400		\$647,300		\$647,300
2011 Values						
Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value

Notice	\$134,900	\$512,400			\$647,300		\$647,300
Landbook	\$134,900	\$512,400			\$647,300		\$647,300
2010 Values							
Process Type	FM Land	FM Building E	fective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$161,800	\$593,300			\$755,100		\$755,100
Landbook	\$161,800	\$593,300			\$755,100		\$755,100
Note							
Prorated value =	= All land/buildings if 100% The building value added a For details select Tax Histor	s of the effective date fo					
Sales / Trans	fers						
Date	Sale	Price	Buyer				
05/12/2011	\$68	3,130	YASNA LLC				
05/05/2009	\$0		DIAMOND-PI	NEBROOK II LLC			
Sales / Trans	fers Details						1 of 2
Sale Date			05/12/2011				
Sale Price			\$683,130				
Seller							
Buyer	la.		YASNA LLC				
/aluation Coo nstrument Nu			MARKET SALE 2011051200294				
Recordation [			05/12/2011	+00			
Deed Book a			-				
	ale (# of Parcels)		1				
Additional No							
Note							
Detached Ac	cessory Structures						
Card							
Card Lin 1 1	ne Structure Type COMMERCIAL	CONDO		<b>Size Yr Blt.</b> 2,697 2009	Quality	Condition	<b>Value</b> 663462
Tax History /	Payment						
	Parcel ID to view its rela	ted document					
16317998600							
Map It							
hap it							

Click on the Parcel ID to view its related document 163179986004



## Condo Docs

If you have any questions about this property, please contact Ryan Rauner, CCIM at 703-943-7079 or <u>Ryan@RealMarkets.com</u>.

#### DECLARATION FOR AVONLEA PROFESSIONAL CENTER CONDOMINIUM

#### ARTICLE 1

## CREATION; DEFINED TERMS

Creation of the Condominium. Pursuant to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia ("Condominium Act"), DIAMOND-PINEBROOK II, L.L.C., a Virginia limited liability company ("Declarant"), hereby creates a condominium comprised of the land described as submitted land in Exhibit A, located within Loudoun County, Virginia ("Land"), together with all improvements thereto and all easements, rights and appurtenances thereunto appertaining ("Property").

Defined Terms. Except as otherwise defined herein or in Section 1.3 of the Bylaws comprising Exhibit B, all terms used in the condominium instruments shall have the meanings specified in section 55-79.41 of the Condominium Act. All exhibits referred to in the condominium instruments are exhibits to this Declaration.

Name of Condominium. The name of the condominium is "AVONLEA PROFESSIONAL CENTER CONDOMINIUM" ("Condominium").

#### ARTICLE 2

## BUILDINGS ON THE LAND; UNIT BOUNDARIES

Location and Dimensions of Buildings. The location and dimensions of the building on the Land are depicted on the "Plats" labeled as Exhibit D.

Units. The location of units within the building and their dimensions are shown on the "Plans" labeled as Exhibit E. The Common Element Interest Table attached as Exhibit C is a list of all units, their identifying numbers, location (all as shown more fully on the Plats and Plans) and the Common Element Interest appurtenant to each unit determined on the basis of size. The "size" of each unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plats and Plans.

Unit Boundaries. The boundaries of each unit are as follows:

Section 2.3.

Horizontal Boundaries: The upper and lower boundaries of the unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

Return to: Odin, Feldman & Pittleman, P.C. 9302 Lee Highway, Suite 1100 Pairfay, VA 22031  $\langle \beta D \delta \not\neq \ \delta \ell \rangle$ Attr: JSB/JAB

Pin No. 163-16-9281

20090505-0027818 Loudourn County, VA 05/05/2009 11:51:05AM Pgs: 65 Gary M. Clemens , Clerk X147 20090505-0027819

(1) Upper Boundary: The horizontal plane of that point measuring nine and one-half feet (9' 5'') from and above the lower boundary, as set forth in subparagraph
(2) below, to the top surface of the metal ceiling tile grid system.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) <u>Vertical Boundaries</u>: The vertical boundaries of the unit are the vertical planes which include the face of the studs of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) <u>Utility System</u>. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system serving only one unit which is located outside the unit is a limited common element appurtenant to that unit.

<u>Section 2.4</u>. <u>Maintenance Responsibilities</u>. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the Association.

<u>Section 2.5.</u> <u>Relocation of Unit Boundaries and Subdivision of Units</u>. Relocation of boundaries between units and subdivision of units is permitted subject to compliance with the provisions therefor in Sections 5.7 and 8.5 of the Bylaws and in sections 55-79.69 and 55-79.70 of the Condominium Act.

#### ARTICLE 3

### COMMON ELEMENTS

### Section 3.1. Limited Common Elements.

(a) <u>Statutory Assignment</u>. The locations of the common elements to which each unit has direct access are shown on the Plats and Plans; pursuant to section 55-79.50(e) of the Condominium Act, any apparatus designed to serve one or more units, if any, but located outside the boundaries thereof, are limited common elements appurtenant to such unit or units.

(b) <u>Subsequent Assignment</u>. A portion of the common elements is marked on the Plat as "Common Elements which may be assigned as Limited Common Elements" later. This portion of the common elements includes all of the surface parking spaces on the Land from the top surface of the asphalt pavement to a point twenty feet above the asphalt pavement. Pursuant to paragraph (6) of subsection 55-79.54A of the Condominium Act, the Declarant reserves the exclusive right to assign these parking spaces as limited common elements for the exclusive use of certain unit owners and upon any such assignment, the limited common element parking spaces shall become appurtenant to the individual units to which the spaces are assigned. The Declarant may assign such a common element as a limited common element parking space pursuant to the provisions of section 55-79.57 of the Condominium Act by causing an appropriate amendment to this Declaration or to the Plans to be signed and recorded. If, prior to settlement on a unit, a person acquires the right to the assignment of a limited common element, the Declarant shall evidence the right to such an assignment in the deed to the unit to which such limited common element shall appertain. If a unit owner acquires the right to the exclusive use of such a limited common element subsequent to settlement on the unit, the Declarant may but need not evidence the unit owner's right to such an assignment in a separate written agreement with the unit owner. Any limited common element which is designed to be accessible to handicapped people may be reassigned unilaterally by the Board of Directors from a unit not occupied by a handicapped person to a unit occupied by a handicapped person if a replacement limited common element is assigned.

<u>Section 3.2.</u> <u>Reserved Common Elements.</u> The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated common elements to the Association or to any unit owner and to establish a reasonable charge to such unit owner for the use and maintenance thereof. The common elements or portions thereof so designated shall be referred to as Reserved Common Elements. Such designation by the Board shall not be construed as a sale or disposition of the common elements.

<u>Section 3.3.</u> <u>Alteration of Common Elements by the Declarant</u>. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

<u>Section 3.4.</u> <u>Rental Operation in Convertible Space</u>. The Declarant shall have the right to operate any convertible space as a rental project with any permissible commercial uses. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. The Declarant may, in the sole discretion of the Declarant, lease portions of any convertible space so long as the Declarant pays the expenses attributable to such rental operation. Such operations shall be for the benefit of the Declarant and neither the Association nor any unit owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

#### ARTICLE 4

#### EASEMENTS

In addition to the easements created by sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted and the following rights are hereby reserved.

<u>Section 4.1.</u> <u>Easement to Facilitate Sales</u>. All units shall be subject to an easement in favor of the Declarant pursuant to section 55-79.66 of the Condominium Act. The Declarant

reserves the right to use any units owned or leased by the Declarant as models, management offices, sales offices or customer service offices for the Condominium or other projects. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed to unit owners other than the Declarant all the units in the Condominium that the Declarant has the right to create and the warranty period has expired.

#### Section 4.2. Easement for Access and Support.

(a) <u>Access</u>. The Declarant reserves in favor of the Declarant, the managing agent and any other person authorized by the Board of Directors the right of access to any common element or unit as provided in section 55-79.79 of the Condominium Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to inspect or perform warranty-related work (for the benefit of the unit being entered, other units or the common elements) whether or not the unit owner or the Association consents or is present at the time.

(b) <u>Support</u>. Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

#### Section 4.3. Declarant's Right to Grant Easements.

(a) <u>Construction</u>; <u>Utilities</u>. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception, telecommunications and other utilities. This right shall continue until the Declarant has conveyed to unit owners other than the Declarant all the units that the Declarant has the right to create.

(b) <u>Access</u>. The Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Property to afford vehicular and pedestrian access through, over and across the common elements from and to any public street or road adjoining the Property and any portion of the real estate described in <u>Exhibit A</u> which is not, at the time of such grant or reservation, part of the Property. This right shall continue until the seventh anniversary of the recordation of this Declaration.

#### Section 4.4. Cross-Easement for Use of Common Facilities.

(a) <u>Grant of Easement and Reservation of Right</u>. Each unit owner and each person lawfully occupying a unit is hereby granted a non-exclusive easement for access to and use of the grounds, driveways and parking facilities constituting a portion of the common elements (other than any limited common elements) of the Condominium ("Common Facilities"). The Declarant hereby reserves the right to grant to each person lawfully occupying a unit located on any portion of the additional land a non-exclusive easement for access to and use of the Common Facilities. This right shall continue until the Declarant has conveyed to unit owners other than the Declarant all of the units which the Declarant has the right to create.

(b) <u>Extent of Easement</u>. The reservation created hereby shall be subject to the following:

(1) the right of the Unit Owners Association to charge guests reasonable admission and other fees for the use of the Common Facilities.

(2) the right of the Declarant prior to the termination of the Declarant Control Period to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities; and

(c) <u>Delegation of Use</u>. Any person having the right to use the Common Facilities may delegate such right to such person's employees, tenants who occupy the Land and additional land and to such other persons as may be permitted by the Association.

(d) <u>Rights to Use</u>. Each person having the right to use the Common Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors.

<u>Section 4.5.</u> <u>Easement to Facilitate Expansion</u>. The Declarant reserves a transferable easement over and on the common elements for the purpose of making improvements on the Land pursuant to the provisions of the condominium instruments and the Condominium Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

<u>Section 4.6.</u> Development Plan and Proffer Amendments. If any modification or amendment to the site plan, final development plan or the development proffers are sought and the signatures of the unit owners or the officers of the Unit Owners Association are required therefor, then: (i) during the Declarant Control Period the Declarant (through an authorized representative) and (ii) after the Declarant Control Period the President of the Unit Owners Association (or other authorized agent designated by the Board of Directors) shall have the irrevocable power to act as attorney-in-fact for the unit owners and the Unit Owners Association, on their behalf, to sign all documents required. Further, the President of the Unit Owners Association (or other authorized agent designated by the Board of Directors) shall have the irrevocable power to act as attorney-in-fact for the unit owners to receive any notices which may be required in connection with any such modification or amendment.

#### Section 4.7. Telecommunication Related Easements.

(a) <u>Telecommunications Easements</u>. The Declarant hereby reserves nonexclusive, perpetual, irrevocable and transferable easements for the installation, operation, maintenance, repair and replacement of telecommunications equipment and related apparatus through, under, over and across the Property in the following specific areas: (i) all common element areas located between the upper boundaries of units extending to the lower boundaries of any unit above; and (ii) all common element roof areas and utility conduits.

(b) <u>Access Easements</u>. The Declarant hereby reserves through, under, over and across the Property non-exclusive, perpetual, irrevocable and transferable easements for access to the telecommunication equipment and apparatus over all portions of the Property reasonably necessary to perform the installation, operation, maintenance, repair and replacement of such equipment and apparatus.

(c) <u>Successors and Assigns</u>. The easements and other rights reserved by the Declarant in this Section shall automatically inure to the benefit of the Declarant's successor's and/or assigns.

#### ARTICLE 5

#### AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

This Declaration may be amended as provided in the Condominium Act, as amended from time to time. No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 8.5 of the Bylaws or where such approval is required elsewhere in the condominium instruments or by the Condominium Act. No amendment shall be made to any condominium instrument during the Declarant Control Period without the prior written consent of the Declarant. To the extent permitted by law, no amendment to the condominium instruments shall diminish or impair the rights of Mortgagees under the condominium instruments without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the condominium instruments without the prior written consent of the Declarant under the condominium instruments without the prior written consent of the Declarant under the condominium instruments, no provision of the condominium instruments shall be construed to grant to any unit owner, or to any other person, any priority over any rights of Mortgagees.

#### <u>ARTICLE 6</u>

#### DEVELOPMENT OPTIONS

<u>Section 6.1.</u> <u>Convertible Space</u>. The Declarant may designate as convertible space all or any portion of the Building. The conversion of such convertible space shall be made pursuant to section 55-79.62 of the Condominium Act.

<u>Section 6.2.</u> <u>Contraction of the Condominium</u>. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with subsection 55-79.54D and section 55-79.64 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to contract may be terminated prior to such anniversary only by the Declarant recording an instrument relinquishing such option. The Declarant reserves the right to withdraw any or all portions of the withdrawable land at any time, at different times, in any order, without limitation; provided, however, that the withdrawable land shall not exceed the area described on Exhibit A.</u> There are no other limitations on the option to contract.

#### <u>ARTICLE 7</u>

#### RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant.

#### ARTICLE 8

#### COMMERCIAL USE

All units shall be used for non-residential (commercial), office, professional, etc. uses in accordance with the applicable zoning. No unit may be used for residential purposes.

#### ARTICLE 9

#### NO OBLIGATIONS

Nothing contained in the condominium instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, renovate or provide any improvements except to the extent required by the Condominium Act.

#### MASTER ASSOCIATION COVENANTS

The Condominium is also subject to the Declaration for Avonlea Professional Center Land Condominium recorded among the land records of Loudoun County, Virginia as Instrument No. 20080303-0011857, with Plats and Plans recorded as Instrument No. 20080303-0011858, amended by the Amendment and Restatement of Condominium Instruments for Avonlea Professional Center Land Condominium recorded as Instrument No. 20080307-0013173, with Plats and Plans recorded as Instrument No. 20080307-0013174, as amended from time to time, (the "Master Declaration") and the jurisdiction of the Avonlea Land Owners Association (the "Master Association"). Each unit owner shall be subject to all terms, provisions, covenants, conditions and restrictions set forth in the Master Declaration, the Bylaws for the Master Association, and any other governing document, design guidelines, rules and regulations promulgated by the Master Association. The foregoing obligations of the unit owner shall include, without limitation, the obligation to pay assessments to the Master Association. If so directed by the Master Association, the President or other authorized officer of the Unit Owners Association shall cast the votes in the Master Association, in the aggregate, on behalf of the unit owners; provided, however, that prior to casting such votes, the Association shall hold a meeting of the unit owners for the purpose of voting on the subject of the Master Association vote. Further, if so directed by the Master Association, the Unit Owners Association shall collect from the unit owners assessments due to the Master Association and deliver such funds to the Master Association.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed and sealed on 5/9, 2009.

DECLARANT:

By:

DIAMOND-PINEBROOK II, L.L.C. a Virginia limited liability-company

Suit

(SEAL)

Name: Ahmed Al-Hussein Title: Manager

## COMMONWEALTH OF VIRGINIA ) SS: <u>City / Conty</u> OF <u>Fairfax</u>) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that  $\underline{Ahed} \underline{A'-\underline{H}_{\text{Diss}\underline{e'}\underline{h}}}_{name}$ , member of DIAMOND-PINEBROOK II, L.L.C., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the company.

GIVEN under my hand and seal on	May 4th	, 2009.	
My commission expires: <u>6-30-09</u> Notary Registration No: <u>304427</u>	Notary Public	Harry	[SEAL]

#780391v2 Declarationv3 - 3.6.07.doc 48384/00001

#### CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE is made as of MAY 4, 2009, by PROVIDENT BANK, a Maryland banking institution. ("Mortgagee")(Beneficiary), and TIMOTHY LASCKO and CECILIA A. HODGES, TRUSTEES, with of whom my act alone ("Trustees").

#### WITNESSETH THAT

The undersigned ("Mortgagee"), as Beneficiary under a certain Deed of Trust, Assignment of Rents and Security Agreement recorded as Instrument No. 200510190117722; by Modification and Restatement of Deed of Trust, Assignment of Rents and Security Agreement recorded as Instrument Number 200604140033217, and by Second Modification and Restatement of Deed of Trust, Assignment of Rents and Security Agreement recorded as Instrument Number 200610250090714, and Assignment of Rents and Leases recorded as Instrument Number 200610250090715 among the land records of Loudoun County, Virginia ("Land Records"), as amended or supplemented from time to time (collectively, the "Deed of Trust"), hereby consents to the execution and recordation of the foregoing Declaration for Avonlea Professional Center Condominium, and for such purposes hereby directs the Trustees under the Deed of Trust to join in the execution and delivery hereof.

IN WITNESS WHEREOF, the undersigned has caused this Consent of Mortgagee to be executed pursuant to due and proper authority as of MAY 4, 2009.

#### MORTGAGEE:

	PROVIDENT BANK, a Maryland banking institution
	By: DALIE H. MIRelell Name: WYLIE H. MITCHELL Title: SENIOR VICE PRESIDENT
STATE OF MARYLAND COUNTY/CITY OF FAMARX	) _) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that  $\underbrace{WYLIE-H, MITCHELL}_{\text{as}}$ , as  $\underline{\leq EPISRVICE}$  PREMOTOF Provident Bank, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the bank.

GIVEN under my hand and seal on M.	QU 4 2009.	and the many second sec
	will ouched	Change and the second s
My commission expires: $\frac{5-3/-09}{308749}$	Notary Public	900 PF

The undersigned Trustees join in at the request of the Mortgagee as evidenced above, without liability or obligation, for the sole purpose of consenting to the terms of the foregoing Consent of Mortgagee.

TRUSTEES:

TRUSTEE TIMOTHY

CECILIA A. HODGES.

HIRING

COMMONWEALTH OF VIRGINIA ) ss: COUNTY/CITY OF \_ PAIREDX

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of <u>MAY</u>, 2009, by TIMOTHY LASCKO, TRUSTEE. SHITTER CONTRACT THE AND ARY PUBLIC

Notary Rublic My commission expires:  $\frac{5-31-09}{308749}$ 

COMMONWEALTH OF VIRGINIA ) ss: COUNTY/CHTY OF TRIPNX

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of <u>MAY</u>, 2009, by CECN IA A. HODGES, TRUSTEE. SUNING SUN CONTRACTOR Notary Rublic autowayay My commission expires:  $\subseteq$ Notary Registration No.: MANNALININIA

#998995v1 Mortgagee Consent to Amendment.doc 48384/00001



PLANNERS ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS

#### DESCRIPTION OF SUBMITTED LAND AND WITHDRAWABLE LAND

#### Avonlea Professional Center Condominium Dulles Election District Loudoun County, Virginia

Beginning at a point on the southerly right-of-way line of John Mosby Highway – VA Route 50, a variable width right-of-way; Said point also being on the easterly line of Taneja Center Inc, as recorded in instrument # 200606010048378 among the land records of Loudoun County, Virginia; Thence running through the lands of Diamond/Pinebrook S 24°39'56" W a distance of 406.69 feet to the true point of beginning; Thence continuing through the lands of said Diamond/Pinebrook, LLC the following courses and distances;

S 63°55'25" E a distance of 18.00 feet to a point;

S 53°43'11" E a distance of 25.40 feet to a point;

S 63°55'25" E a distance of 16.00 feet to a point;

N 26°04'35" E a distance of 34.00 feet to a point;

S 63°45'48" E a distance of 119.00 feet to a point;

N 26°04'35" E a distance of 14.47 feet to a point;

With a curve turning to the right with an arc length of 22.96', with a radius of 20.05', with a chord bearing of S  $08^{\circ}34'49''$  E, with a chord length of 21.73 feet to a point;

With a curve turning to the left with an arc length of 77.05', with a radius of 50.00', with a chord bearing of S 19°46'30" E, with a chord length of 69.65 feet to a point;

S 63°55'25" E a distance of 109.58 feet to a point;

S 42°22'24" E a distance of 38.78 feet to a point;

Urban, Ltd. 4200-D Technology Court Chantilly, Virginia 20151 PH 703.642.2306 FX 703.378.7888 www.urban-ltd.com



S 47°37'36" W a distance of 182.75 feet to a point;

S 81°27'41" W a distance of 24.27 feet to a point;

N 63°55'25" W a distance of 270.01 feet to a point;

N 29°13'05" W a distance of 35.13 feet to a point;

N 26°04'35" E a distance of 200.75 feet to the point of beginning, having an area of 77,816 square feet or 1.7864 acres, more or less.