

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between George P. Drosos and Catherine L. Drosos, TRUSTEES of the Drosos Living Trust dated May 15, 2013 (“**Drosos**”); Mt. View Holdings, LLC, a Virginia limited liability company (“**Mt. View**”) (collectively, Drosos and Mt. View may be referred to as the “**Grantor**”); and 43474MountainviewDr LLC (“**Grantee**”).

### RECITALS

A. Drosos is the fee title owner of that certain property located in Loudoun County, Virginia, identified by Loudoun County Parcel Identification Number 128-29-3895 (the “**Drosos Property**”), being the same property conveyed to Drosos by that deed of conveyance dated May 15, 2013 and recorded on May 16, 2013 as Instrument Number 201305160040587 among the land records of Loudoun County, Virginia (the “**Land Records**”).

B. Mt. View is the fee title owner of that certain property located in Loudoun County, Virginia, identified by Loudoun County Parcel Identification Number 128-29-4179 (the “**Mt. View Property**”), being the same property conveyed to Mt. View by that deed dated May 15, 2013 and recorded on May 16, 2013 as Instrument Number 201305160040570 among the Land Records.

C. The Mt. View Property and the Drosos Property are located immediately adjacent to the approved Mountain View Residential development, which is subject to the proffers and concept plan associated with the rezoning approval, ZMAP-2020-0012.

D. Proffer 19 of the approved proffers, attached hereto as Exhibit A, requires Grantee to install a five-foot wide sidewalk along the Mt. View Property and the Drosos Property within a public access easement granted to the County as depicted on the approved concept plan, attached hereto as Exhibit B.

E. Grantee desires that Grantor convey to the County a public access easement (the “**Public Access Easement**”) for the five-foot wide sidewalk, the location of which is shown on Exhibit B.

F. Grantee desires that Grantor convey to Grantee a temporary construction easement over and across the Drosos Property and the Mt. View Property (the "**Temporary Construction Easement**"), the location of which is shown on Exhibit B, in order to construct the five-foot wide sidewalk.

G. Grantee agrees to create and convey to Grantor the temporary construction easement, and Grantee agrees to convey to the County the Public Access Easement, all upon the terms and conditions set forth in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Grantor and Grantee agree as follows:

1. **AGREEMENT TO GRANT PUBLIC ACCESS EASEMENT FOR SIDEWALK.** Grantor hereby agrees to grant the County the Public Access Easement, all as set forth herein. The Public Access Easement shall be in accordance with a deed (the "**Deed**"), in a standard form prescribed by Loudoun County, attached hereto for reference as Exhibit C, and accompanying plat (the "**Plat**"). The precise location of the Public Access Easement for the five-foot wide sidewalk shall be determined upon final engineering and design of a site plan (the "**Site Plan Application**"), and will be shown on the final version of the Plat at such time that the engineering for the site plan is complete.

2. **AGREEMENT TO GRANT TEMPORARY CONSTRUCTION EASEMENT FOR SIDEWALK.** Grantor hereby agrees to grant the Grantee the Temporary Construction Easement, all as set forth herein. The Temporary Construction Easement shall be included as a part of the Deed and Plat. The Temporary Construction Easement is for the purposes of the necessary grading and construction of the five-foot wide sidewalk on the Drosos Property and the Mt. View Property. Grantee shall repair any damage on the Drosos Property that may be caused by the installation of the sidewalk, such as, but not limited to, the reseeding of damaged grass. This Temporary Construction Easement shall become null and void at such time as grading and

construction is complete and any security posted with the appropriate authorities to guarantee the completion of installation of the sidewalk has been released.

3. DEED AND PLAT FOR EASEMENTS. In furtherance of the agreements set forth in Paragraphs 1 and 2 above, Grantee shall prepare the Deed and the Plat, for execution by Grantor. Grantor agrees to execute the Deed and the Plat.

4. COMPENSATION. As compensation for the grant of the Public Access Easement and the Temporary Construction Easement, Grantee shall pay Grantor the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "**Compensation**"). Grantee will record the Deed and Plat on a date (the "**Record Date**") no later than thirty (30) days after such instruments are approved and released for recording by the County, and in accordance with the requirements set forth in this Agreement. Within five (5) business days after the Record Date, Grantee will pay to Grantor the Compensation. Grantee's obligation to pay Grantor the Compensation is conditioned upon satisfaction of the following conditions:

(a) Grantee shall have obtained final approval by the County of the Site Plan Application.

(b) The instruments to create the Public Access Easement and Temporary Construction Easement have been fully executed by Grantor and all parties thereto (including the County), and recorded among the Land Records. Grantor agrees to cooperate with Grantee and to approve any reasonable changes to the instruments based on final engineering requirements and/or as requested by the County during the approval process.

(c) There shall have been no change in the status of title to the Drosos Property or the Mt. View Property following the Effective Date.

(d) Grantor's representations and warranties set forth in this Agreement shall be true and correct in all respects as of the Record Date.

Grantee shall have the right to waive any or all of the conditions to payment of the Compensation by written notice to Grantor. In the event any one or more of the foregoing conditions is not satisfied on or before the date Grantee is ready to record the final set of instruments in accordance with the terms hereof, then Grantee, at its sole option, shall have the right to terminate this Agreement by written notice to Grantor, in which event Grantee will not record any of the remaining instruments to be recorded, and Grantor will not receive the Compensation, and after such termination neither party will have any obligation hereunder.

5. PROCESSING AND RECORDING COSTS. Grantor shall have no obligation to pay any (a) costs of preparation of this Agreement, the Deed, and the Plat, and (b) recording costs relating to the recordation of the Deed and the Plat. Each party shall pay their respective legal costs for review of any documentation associated with the transaction contemplated hereby.

6. DROSOS'S REPRESENTATIONS AND WARRANTIES. Drosos makes the following representations and warranties as of the Effective Date, the accuracy of each of which in all material respects as of the date of the Effective Date is a condition precedent to the Grantee's obligations hereunder:

(a) Drosos has the full right and authority to execute this Agreement and the instrument referenced herein, and to consummate the transaction contemplated hereby, all in accordance with the terms of this Agreement.

(b) To Drosos's knowledge, there is no action or proceeding pending or threatened against Drosos which challenges or impairs Drosos's ability to execute or perform its obligations under this Agreement.

7. MT. VIEW'S REPRESENTATIONS AND WARRANTIES. Mt. View makes the following representations and warranties as of the Effective Date, the accuracy of each of which in all material respects as of the date of the Effective Date is a condition precedent to the Grantee's obligations hereunder:

(a) Mt. View has the full right and authority to execute this Agreement and the instrument referenced herein, and to consummate the transaction contemplated hereby, all in accordance with the terms of this Agreement.

(b) To Mt. View's knowledge, there is no action or proceeding pending or threatened against Mt. View which challenges or impairs Mt. View's ability to execute or perform its obligations under this Agreement.

8. GRANTEE'S REPRESENTATIONS AND WARRANTIES. Grantee makes the following representations and warranties as of the Effective Date, the accuracy of each of which in all material respects as of the date of the Effective Date is a condition precedent to the Grantor's obligations hereunder:

(a) Grantee has the full right and authority to execute this Agreement and each the instruments referenced herein, and to consummate the transaction contemplated hereby, all in accordance with the terms of this Agreement.

(b) To Grantee's knowledge, there is no action or proceeding pending or threatened against Grantee which challenges or impairs Grantee's ability to execute or perform its obligations under this Agreement.

9. INDEMNITY; INSURANCE. Grantee (as "**Indemnitor**") hereby agrees to indemnify, defend and hold harmless Grantor, and its successors and assigns (collectively the "**Indemnitees**"), from all damages, including without limitation reasonable attorneys' fees and costs, incurred or suffered by the Indemnitees to the extent caused by the negligent act or omission or the willful misconduct of the Indemnitor with respect to work performed by or on behalf of the Indemnitor on the Drosos Property or Mt. View Property, as applicable, pursuant to the easements herein conveyed; provided, however, that such damages were not incurred as a result of the negligence or willful misconduct of the Indemnitees, their contractors, agents, tenants, employees, licensees, invitees, or successors and assigns.

10. NOTICE. Whenever notice is required or desired to be given under this Agreement, said notice shall be deemed to have been duly given upon delivery, if hand delivered, one (1) business day following deposit with a national overnight courier service, or three (3) days following mailing by certified mail, return receipt requested, addressed to the respective parties, as follows:

If to Grantee: 43474 MountainviewDr LLC  
13787 Lowe Street  
Chantilly, Virginia 20151  
Attn: Sreedhar Maram

With a Copy to: Walsh, Colucci, Lubeley, & Walsh, PC  
1 E. Market Steet, Suite 300  
Leesburg, Virginia 20176  
Attn: Sashenka Brauer

If to Drosos: George P. Drosos and Catherine L. Drosos  
10523 Dunn Meadow Road  
Vienna, Virginia 22182

If to Mt. View: George P. Drosos and Catherine L. Drosos  
10523 Dunn Meadow Road  
Vienna, Virginia 22182

Any party may change its notice address, and if any party moves from its current address, such party shall change its notice address, by giving written notice of such change to the other party in accordance with the foregoing notice provisions.

11. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or undertakings with respect thereto. Each party's signature below constitutes acknowledgment and agreement with the terms as set forth herein. No representations, inducements, promises or agreements that are not expressly included in this Agreement shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors and assigns.

12. AMENDMENT. This Agreement may be terminated, extended, modified or amended only by a written amendment executed by all of the parties hereto.

13. GOVERNING LAW. The Agreement will be construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

14. VENUE. If there is a lawsuit, Grantor and Grantee agree to submit to the jurisdiction of the courts of Loudoun County of the Commonwealth of Virginia.

15. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

16. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement.

17. NO WAIVER. No failure of either party to exercise any power given to such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall constitute a waiver of such party's right to exercise such power or demand exact compliance with such obligations on any other occasion or to exercise any other powers or demand exact compliance with any other obligations hereunder.

18. EFFECTIVE DATE. The date that this Agreement is last executed by Drosos, Mt. View or Grantee will be inserted on the first page of this Agreement as its Effective Date.

(Signatures Appear on Following Page)

WITNESS the following signatures and seals:

**GEORGE P. DROSOS**

County/City of FAIRFAX  
Commonwealth/State of VIRGINIA  
The foregoing instrument was acknowledged  
before me this 9 day of FEBRUARY  
2024, by  
CATHERINE L. DROSOS  
(name of person seeking acknowledgement)  
[Signature]  
Notary Public  
My Commission Expires: 08/31/2027

By:

George P. Drosos  
Name: George P. Drosos

**CATHERINE L. DROSOS**

County/City of FAIRFAX  
Commonwealth/State of VIRGINIA  
The foregoing instrument was acknowledged  
before me this 9 day of FEBRUARY  
2024, by  
GEORGE P. DROSOS  
(name of person seeking acknowledgement)  
[Signature]  
Notary Public  
My Commission Expires: 08/31/2027

By:

Catherine L. Drosos  
Name: Catherine L. Drosos

**MT. VIEW HOLDINGS, LLC**  
a Virginia limited liability company

By:

Catherine L. Drosos  
Name: Catherine L. Drosos

Title:

Member

GRACE PATRICIA BERENS  
NOTARY PUBLIC  
REGISTRATION # 7814013  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
AUGUST 31, 2027

**43474MOUNTAINVIEWDR LLC**  
a Virginia limited liability company

By:

Name:

Title:



**Exhibit A**

**Approved ZMAP-2020-0012 Proffers**

**Exhibit B**

**Approved ZMAP-2020-0012 Concept Plan**

**Exhibit C**

**Loudoun County Draft Deed**