

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

PROFFER STATEMENT
MOUNTAIN VIEW RESIDENTIAL

ZMAP-2020-0012

April 28, 2021
November 5, 2021
January 31, 2022
March 11, 2022
April 12, 2022
May 23, 2022
June 28, 2022
August 4, 2022
August 12, 2022
August 30, 2022
August 31, 2022
September 1, 2022

43500MountainViewDr LLC, the owner of property identified as PIN 128-39-9805 (Tax Map #107///6////3/) and 43474Mountainviewdr LLC, the owner of property identified as PIN 128-39-6515 (Tax Map #107////////1A) (collectively, 43500MountainViewDr LLC and 43474Mountainviewdr LLC are hereinafter referred to as the "Owner") composed of approximately 6.33 acres of land (collectively, the "Property"), on behalf of themselves and their successors-in-interest, hereby voluntarily proffer, pursuant to Section 15.2-2303 of the Code of Virginia (1950) as amended and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance (the "Zoning Ordinance"), that in the event the Property is rezoned by the Board of Supervisors of Loudoun County, Virginia, from the Countryside Residential zoning district ("CR-1") to the R-8 Single Family Residential zoning district to be administered as an affordable dwelling unit development under Section 7-800 et seq. of the Zoning Ordinance ("R-8 ADU"), development of the Property shall be in substantial conformance with the conditions set forth in this Proffer Statement (the "Proffers"). As used herein, the term "County" refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff, or official enabled with the authority to act on the County's behalf, within the context of the particular proffer provision. All proffers made herein are contingent upon the approval by the County of this ZMAP-2020-0012 and the accompanying application SPEX-2021-0020 (the "Application").

All references in these Proffers to subdivision, subdivision plat, or record plat shall be deemed to include condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, or concurrently with first or other subdivision or record plat approval shall be deemed to be required to be performed prior to the recordation of any such condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.

When any plan submission, signal justification study submission, noise or other impact study submission, bonding, dedication, conveyance, construction, commencement or completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, commenced and/or completed prior to the issuance of an occupancy permit, the said occupancy permit shall not be issued until the Owner has provided written documentation from County Building and Development (“B&D”) or Zoning Administration staff that the said requirement has been satisfied, or documentation from Zoning Administration staff that the said requirement is no longer a prerequisite for issuance of such occupancy permit.

CONCEPT DEVELOPMENT PLAN & DEVELOPMENT SCOPE

1. Concept Development Plan. Development of the Property shall be in substantial conformance with Sheets 1, 3, 6, 7, and 8 of the 9-sheet plan set titled “MOUNTAIN VIEW RESIDENTIAL ZONING MAP AMENDMENT & SPECIAL EXCEPTION ZMAP-2020-0012 & SPEX-2021-0020 DULLES ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA” dated October 2020 and revised through August 4, 2022, prepared by Bowman Consulting Group Ltd. (hereinafter referenced as the “CDP”). The CDP shall control the general development, layout and configuration of the Property. Minor adjustments to the locations of the proposed uses, facilities and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, and other final engineering considerations, and to accommodate the recommendations of archaeological studies provided that any such adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance.
2. Development Scope. The development of the Property shall include a maximum of 41 single-family attached residential dwelling units (“SFA Dwelling Unit”), as well as related community facilities and amenities as described in these Proffers and/or depicted on the CDP.

UNMET HOUSING NEEDS

3. Affordable Dwelling Units. Pursuant to Article 7 of the Zoning Ordinance and Chapter 1450 of the Codified Ordinances of Loudoun County (the “Codified Ordinances”), the Owner shall provide 12.5 percent of the residential units developed on the Property as Affordable Dwelling Units (“ADUs”) pursuant to the R-8 ADU requirements. These ADUs shall be constructed in accordance with the timing requirements of Section 7-106 of the Zoning Ordinance. These ADUs shall be of a compatible architectural style with the market-rate SFA Dwelling Units and shall be interspersed throughout the development.
4. Unmet Housing Needs Units (UHNUs) – Purchase. In addition to the ADUs provided in accordance with Proffer 3 above, the Owner shall provide two dwelling units on the Property as Unmet Housing Needs Units (“UHNUs”), which shall be identified as such on

the zoning permit application for said units, and when completed, shall be offered for sale through, and administered pursuant to Chapter 1450 of the Codified Ordinances and the County's Affordable Market Purchase Program, except that the income limit for qualified purchasers shall be between 70 percent and 100 percent of the Washington Metropolitan Statistical Area median income ("AMI"), as published by the U.S. Department of Housing and Urban Development ("HUD") from time to time. The UHNUs shall be identified on the first record plat or site plan on the Property. As used hereinafter, the term site plan includes any application for approval of a site plan or site plan amendment in accordance with applicable County ordinances.

5. Housing Affordability. In addition to the ADUs and the UHNUs to be provided in accordance with Proffers 3 and 4, a variety of lot and unit sizes shall be provided within the Property to address the County's housing affordability/attainability goals as follows:
 - a. SFA Dwelling Units shall range in size between 20 feet and 24 feet in width;
 - b. A minimum of two for-sale rear load SFA Dwelling Units shall be ADUs; and
 - c. A minimum of two for-sale front load SFA Dwelling Units shall be ADUs.

HOMEOWNERS ASSOCIATION

6. Homeowners Association, Generally. The Property shall be subject to one homeowners association (the "HOA"). The HOA shall establish covenants, declarations, restrictions and related governance documents necessary to implement this proffer, to regulate use of property, and to provide standards for construction and landscaping within the Property (the "Covenants"). All property owners on the Property shall be a member of the HOA and the entire Property shall be subject to the HOA Covenants. The HOA shall be established to own and maintain common property and facilities and provide standards for the landscaping and use of privately-owned land and structures within the Property. Concurrently with the submission of the first record plat or first site plan for any portion of the Property, documents for the establishment of the HOA shall be submitted to the County for review and approval. The HOA shall be established and the associated Covenants shall be recorded in the Land Records of Loudoun County Circuit Court prior to, or concurrently with, the approval of the first record subdivision plat creating residential lots on the Property.
7. General Responsibilities. In addition to any other responsibilities of the HOA set forth elsewhere in these Proffers, the HOA shall own and maintain all common areas, open space, and active recreation areas on the Property; shall provide for trash removal and recycling services; and shall provide for snow removal and street light maintenance, where applicable, on all private streets. The HOA shall also be responsible for the maintenance of all common recreational facilities, all storm drainage and stormwater management easements and facilities not maintained by the County, all private streets on the Property,

and all pedestrian and bicycle facilities and connections on the Property located outside of public road right-of-way and not otherwise maintained by the County or the Virginia Department of Transportation ("VDOT").

8. Garage Conversions. The conversion of any garage space within or serving any dwelling unit to any use that precludes the parking of operable vehicles shall be prohibited. In addition, the recorded HOA Covenants shall include a covenant which prohibits the conversion of any garage space within or serving any dwelling unit on the Property to any use that precludes the parking of operable vehicles. However, this limitation shall not preclude temporary use of any garage by the builder/developer for sales office, construction office or storage purposes prior to the commencement of the residential use of the dwelling unit. Any garage space used for a sales office, construction office or storage purposes shall be converted back to garage space prior to the settlement of a residential sale of that dwelling unit.
9. Building Design. The front and side facades of the dwelling units directly facing Mountain View Drive shall consist of quality masonry materials, such as brick or stone, covering at least 30 percent of the façade. This percentage shall be an average of the total façade of each row of dwelling units directly facing Mountain View Drive. The type and amount of masonry materials shall be depicted on the applicable building plans for the facades of the dwelling units directly facing Mountain View Drive. The dwelling units facing Mountain View Drive shall be rear loaded. Articulation shall be provided on the front and side facades of all other dwelling units constructed on the Property. Articulation shall be defined as including one or more of the following: (i) indentations, (ii) offsets, or (iii) a masonry water table. Rear elevations may consist of one building material but may include balconies or decks to provide articulation. Building elevations and architectural drawings shall be submitted with each site plan or record plat for the Property.
10. Universal Design. In addition to any Virginia Statewide Building Code requirements, the following Universal Design Options shall be offered at the time of initial purchase and installed at the purchaser's sole cost prior to the issuance of an occupancy permit for each residential dwelling unit on the Property:
 - a. Blocking for reinforcement of fall grab bars;
 - b. Front entrance doors that are a minimum of 36 inches wide;
 - c. Electrical outlets that are a minimum of 18 inches high on the wall;
 - d. Light switches and thermostats that are located a maximum of 48 inches high on the wall. Thermostats shall be relocated to a maximum of 48 inches high on the wall at the request of the original home purchaser at the time of sale;
 - e. Lever door handles instead of door knobs;

- f. A curb-less shower or a shower with a maximum two inch high curb;
- g. A turning radius of five feet near the first floor bathroom commode;
- h. Americans with Disabilities Act-compliant grab bars in the bathrooms; and
- i. A first floor bathroom console sink in lieu of a cabinet-style vanity.

TRANSPORTATION

- 11. Roadways. All private streets and connections to public streets built on the Property shall be designed and constructed in accordance with VDOT standards and/or County standards as set forth in the Facilities Standards Manual ("FSM"), as applicable, or with such modified standards as may be approved by VDOT or the County. Private streets shall be constructed in accordance with Section 3-511 (A) of the Zoning Ordinance. The maintenance of private streets shall not be the responsibility of the County or VDOT.
- 12. Transit Contribution. The Owner shall make a one-time cash transit contribution in the amount of \$1,000.00 per market-rate dwelling unit. The amount of the said transit contribution payable for each market-rate dwelling unit, adjusted pursuant to Proffer 36, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the occupancy permit for each such unit. Said contributions shall be payable to the County and deposited in a Transit/Rideshare Trust Fund or otherwise used by the County to support transit services as described in the 2019 Countywide Transportation Plan within the Dulles Planning Subarea.
- 13. Regional Road Contribution. The Owner shall make a one-time regional road cash contribution in the amount of \$6,000.00 per market-rate dwelling unit. The amount of the said regional road contribution payable for each market-rate dwelling unit, adjusted pursuant to Proffer 36, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the occupancy permit for each such unit. Said contributions shall be payable to the County and used by the County for road, transportation and/or off-site pedestrian network improvements in the vicinity of the Property.
- 14. Mountain View Drive Right-of-Way Dedication. Prior to the approval of the first record plat, CPAP, or site plan on the Property, whichever is first in time, the Owner shall dedicate 25 feet of right-of-way from the existing centerline of Mountain View Drive along the Property frontage, as shown on Sheet 7 of the CDP, to accommodate roadway and sidewalk improvements pursuant to these Proffers.
- 15. Mountain View Drive Improvements. The Owner shall improve Mountain View Drive in the location depicted on Sheet 7 of the CDP as "MOUNTAIN VIEW DRIVE

IMPROVEMENTS – TYPICAL SECTION”, from the western boundary of the Property to Poland Road (the “Mountain View Drive Improvements”). The Mountain View Drive Improvements shall be completed in accordance with County and VDOT standards, as applicable, and shall be bonded prior to approval of the first record plat, CPAP, or site plan for the Property, and such Mountain View Drive Improvements shall be completed and open for use, but not necessarily accepted by VDOT, prior to the issuance of the first occupancy permit on the Property.

16. Mountain View Drive Sign Installation. Subject to VDOT approval, the Owner shall, prior to the issuance of the occupancy permit for the first residential dwelling unit on the Property, post four signs within the Mountain View Drive public right-of-way with language such as, but not limited to, “No Parking”, “Dead End” and “Children at Play”, in the general locations shown on Sheet 7 of the CDP as “Traffic Calming/No Parking Signs”. Said signs shall be maintained by the County or VDOT.

PEDESTRIAN CONNECTIVITY

17. Sidewalks and Crosswalks. The Owner shall install a pedestrian circulation system as depicted on Sheet 7 of the CDP as “PROPOSED 5’ CONCRETE SIDEWALK”, “PROPOSED 10’ ASPHALT TRAIL”, and “PROPOSED CROSSWALK”, in accordance with the regulations provided in the FSM. The sidewalks and crosswalks shall be bonded for construction/installation prior to the approval of the first record plat for the Property. Installation of these sidewalks and crosswalks shall be completed in conjunction with the development of the adjacent residential dwelling units and the construction of the adjacent streets and infrastructure. Sidewalks and/or pedestrian pathways shall be located either completely within public rights-of-way or completely outside the public rights-of-way within public access easements granted to the County, except as otherwise approved by the County and/or VDOT, as applicable, provided that transitions between the two may be necessary at road crossings and other areas.
18. Mountain View Drive Sidewalk. A five-foot wide sidewalk shall be installed on-site and off-site along the northern side of Mountain View Drive between the western Property boundary and Poland Road, as depicted on Sheet 7 of the CDP and labeled “PROPOSED 5’ CONCRETE SIDEWALK”. This sidewalk shall be located either completely within the public right-of-way or completely outside of the public right-of-way within public access easements granted to the County, at no public cost, provided that transitions between the two may be necessary at road crossings and other areas, if applicable. This sidewalk shall be constructed in accordance with VDOT standards or the FSM, as applicable. If located on site within a public access easement, then this sidewalk shall be maintained by the HOA. Prior to any construction of the sidewalk in the public right-of-way, the Owner shall obtain VDOT approval of the sidewalk and provide said approval to the County. This sidewalk shall be bonded prior to the approval of the first CPAP, site plan, or record plat, whichever occurs first, and shall be constructed and open for use, although not required to be accepted for

VDOT maintenance, prior to issuance of the occupancy permit for the first residential dwelling unit on the Property.

19. Mountain View Drive Western Off-site Sidewalk. A five-foot wide sidewalk shall be installed off-site along the northern side of Mountain View Drive from the western Property boundary extending along all or portions of the frontages of PINs: 128-29-4179 and 129-28-3895, as generally depicted on Sheet 7 of the CDP and labeled "PROP. OFF-SITE CONCRETE SIDEWALK". The final location of this sidewalk shall be determined in conjunction with the adjacent property owner. This sidewalk shall be located completely outside of the public right-of-way within public access easements granted to the County, at no public cost. This sidewalk shall be constructed in accordance with VDOT standards or the FSM, as applicable, and shall be maintained by the HOA until such time as these adjacent properties are resubdivided or redeveloped and the maintenance of the sidewalk by others is approved by the County. This sidewalk shall be bonded prior to the approval of the first CPAP, site plan, or record plat, whichever occurs first, and shall be constructed and open for use, prior to issuance of the occupancy permit for the first residential dwelling unit on the Property.
20. Mountain View Drive Pedestrian Crossing. As depicted on Sheet 7 of the CDP and labeled as "PROPOSED CROSSWALK" the Owner shall, at no public cost, construct a pedestrian crossing with crosswalk across Mountain View Drive at the intersection with Poland Road. Said pedestrian crossing shall be subject to VDOT and Department of Transportation & Capital Infrastructure ("DTCI") approval and shall be designed and constructed in accordance with VDOT and/or FSM standards. Said pedestrian crossing shall be bonded prior to approval of the first record plat or site plan, whichever is first in time, for any portion of the Property, and shall be constructed prior to the issuance of the first occupancy permit on the Property.
21. Off-Site Right-of-Way Acquisition. The Owner shall make good faith efforts to acquire any off-site right-of-way and/or easements necessary for the road or pedestrian improvements identified in these Proffers. The Owner shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site rights-of-way and/or easements without the need for eminent domain proceedings. Where right-of-way and/or easements necessary for such proffered road or pedestrian improvements cannot be obtained despite such good faith efforts, including through: (i) voluntary donation or proffer to the County; or (ii) purchase by the Owner at a fair market value, the Owner shall request that the County acquire such right-of-way and/or easements by appropriate eminent domain proceedings by the County, with all costs associated with the eminent domain proceedings to be borne by the Owner, including, but not limited to, land acquisition costs and appraisal fees. The initiation of such eminent domain proceedings shall be solely at the discretion of the County.

If any necessary off-site right-of-way and/or easements cannot be acquired by the Owner and the County chooses not to exercise its right of eminent domain to acquire said right-

of-way within nine months of request by the Owner, the Owner shall be released from the obligations to acquire such right-of-way.

PROPERTY AMENITIES

22. Active Recreation. As indicated in the Active Recreation Space Tabulation table on Sheet 6 of the CDP, the Owner shall provide a minimum of 21,500 square feet of active recreation space on the Property. The Owner shall provide four separate active recreation space areas on the Property as follows:
- a. Active Recreation Space 1. The Owner shall provide a minimum of 3,500 square feet of active recreation space in the location labeled as “ACTIVE REC. SPACE 1 & POTENTIAL UNDERGROUND SWM/BMP” on Sheet 6 of the CDP (“Active Recreation Space 1”). The Active Recreation Space 1 shall include, but not be limited to, an open play area and a minimum of six benches, as permitted by the Zoning Ordinance definition for active recreation space. The Active Recreation Space 1 shall be constructed and available for use prior to the issuance of an occupancy permit for the 33rd residential unit on the Property.
 - b. Active Recreation Space 2. The Owner shall provide a minimum of 11,500 square feet of active recreation space in the location labeled as “ACTIVE REC. SPACE 2” on Sheet 6 of the CDP (“Active Recreation Space 2”). The Active Recreation Space 2 shall be available for use by residents of the Property and the surrounding residential communities and shall include, but not be limited to, a community lawn, a minimum 2,500 square foot tot lot, six benches, and a minimum of four picnic tables, as permitted by the Zoning Ordinance definition for active recreation space. The Active Recreation Space 2 shall be constructed and available for use prior to the issuance of an occupancy permit for the first residential unit on the Property.
 - i. Public Access Easement. The Active Recreation Space 2 shall be located within a public access easement in a form approved by the County Attorney and granted to the County at no public cost prior to or concurrent with approval of the first record plat, site plan, or CPAP application submitted for the Property, whichever is first in time.
 - c. Active Recreation Space 3. The Owner shall provide a minimum of 4,000 square feet of active recreation space in the location labeled as “ACTIVE REC. SPACE 3” on Sheet 6 of the CDP (“Active Recreation Space 3”). The Active Recreation Space 3 shall include, but not be limited to, a minimum of four benches, a 20-foot by 20-foot covered pavilion with a pitched roof, and a picnic area with a minimum of four picnic tables (which may be located within the pavilion), as permitted by the Zoning Ordinance definition for active recreation space. The Active Recreation Space 3 shall be constructed and available for use prior to the issuance of an occupancy permit for the 33rd residential unit on the Property.

- d. Active Recreation Space 4. The Owner shall provide a minimum of 2,500 square feet of active recreation space in the location labeled as “HOA COMMUNITY GARDEN AND/OR OPEN PLAY AREA AND/OR ACTIVE RECREATION AS PERMITTED BY THE ZONING ORDINANCE ACTIVE REC. SPACE 4” on Sheet 6 of the CDP (“Active Recreation Space 4”). The Active Recreation Space 4 may include a community garden with raised garden beds, an open play area, or any other active recreation use as permitted by the Zoning Ordinance definition for active recreation space. The Active Recreation Space 4 shall be constructed concurrently with the adjacent residential units and shall be available for use prior to the issuance of the first occupancy permit for said units.
 - e. Maintenance of Active Recreation Spaces. The four active recreation spaces identified in Proffer 22 shall be owned and maintained by the HOA. Said active recreation spaces and the facilities and amenities to be constructed or placed within said areas shall be bonded for construction in conjunction with each record plat, site plan, or CPAP application depicting said active recreation space.
 - f. Subsequent Changes. Once the required recreational facilities and amenities are constructed or placed within said Active Recreation Spaces as required pursuant to this proffer, the HOA shall be permitted to change the active recreation amenity contemplated by this proffer without the need to process a Zoning Concept Plan Amendment, so long as the Property continues to meet the minimum active recreational space required by these Proffers, the alternative active recreation amenity meets the definition of active recreation space under the Zoning Ordinance, and the alternative Active Recreation Space is in substantial conformance with these Proffers as determined by the Zoning Administrator. Prior to any such change, the Owner or HOA, as applicable, shall submit a written request to the Zoning Administrator of the contemplated change for review and approval.
23. Bicycle Infrastructure. The Owner shall provide a minimum of two bicycle racks on the Property each of which shall accommodate a minimum of six bicycles. The location of said bicycle racks shall be as generally shown on Sheet 7 of the CDP and labeled as “PROPOSED BIKE RACK”. Said bicycle racks shall be required to be maintained by the HOA. The bicycle racks shall be depicted on, and bonded for construction prior to approval of, the first CPAP, record plat or site plan application for the Property, and available for use prior to the issuance of the occupancy permit for the 20th residential unit located on the Property.
24. Exterior Lighting. All lighting fixtures used in parking areas and on building exteriors on the Property shall be (i) fully shielded and fully cutoff, as defined by the Illuminating Engineering Society of North America (IESNA), (ii) directed downward and inward to the Property, and (iii) designed and installed to prevent glare onto adjacent properties and streets. The lighting details shall be depicted on the first site plan or CPAP approved for

the Property, whichever is first in time. This lighting provision does not apply to exterior signage lighting which shall be provided in conformance with the signage standards listed in Section 5-1200 of the Zoning Ordinance.

25. Screening For Trash Collection and Mechanical Units. All dumpster pads and other trash collection areas shall be established in accordance with the Zoning Ordinance and the FSM. All dumpster pads and other trash collection areas shall be enclosed by architectural elements compatible with building façade architecture, fencing, or other buffering and screening so as to be screened from view from any public rights-of-way or adjacent property. Any mechanical units or equipment placed on the rooftop of buildings shall be screened from view from any adjacent public rights-of-way or adjacent property by architectural features compatible with building façade architecture. Such architectural elements, fencing, or other buffering and screening shall be depicted on each site plan and CPAP application for the Property.
26. Water & Sewer. The Property shall be served by public central water supply and public central sanitary sewer systems. The Owner shall construct and install all water and sewer extensions to the Property and shall provide all connections necessary for development of the Property at no cost to the County or to the Loudoun County Sanitation Authority ("Loudoun Water"). Such water and sanitary sewer extensions and connections shall be constructed and installed in accordance with Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water.
27. Existing Wells and Drainfields. Unless otherwise proposed for irrigation purposes as approved by the Loudoun County Health Department, any existing wells and drainfields located on the Property shall be abandoned prior to approval of the first zoning permit for the Property in accordance with Loudoun County Health Department standards and requirements then in effect.

CAPITAL FACILITIES

28. Capital Facilities Contribution. The Owner shall make a one-time capital facilities cash contribution to the County in the amount of \$40,500.12 for each market-rate dwelling unit on the Property. The amount of the said capital facilities contribution payable for each market-rate dwelling unit, adjusted pursuant to Proffer 36, shall be calculated at the time of the approval of the zoning permit for each said unit and shall be payable prior to the issuance of the occupancy permit for each such unit. Said capital facilities contribution funds may be used at the County's discretion within the Dulles Planning Subarea.
 - a. Potential Use Of Capital Facilities Contribution. At the County's discretion, and in addition to the use of funds as identified above, the County may utilize any funds provided as a result of contributions made as a result of Proffer 28, in whole or in

part to facilitate construction of off-site improvements identified by the Mountain View Drainage Study identified in Proffer 33.

ENVIRONMENTAL

29. Low Impact Development. The Owner shall provide a minimum of three Low-Impact Development ("LID") Best Management Practices to retain and treat stormwater on the Property. Such LID measures may include, but shall not be limited to, bioretention facilities/rain gardens, water quality swales, sheet flow to vegetative buffers, permeable pavement for parking spaces or any alternative LID practice proposed by the Owner and deemed to be acceptable to B&D. In selecting which LID measures to implement, the Owner shall consult with B&D to identify the LID measures deemed most likely to be effective based on the physical characteristics of the Property. The location of the LID measures shall be shown on the first construction plan, site plan, or record plat, whichever is first in time, for the Property.
30. Native Species. The Owner shall use Virginia native species for all landscaping (80 percent for shrubs and 100 percent for trees), with an emphasis on Northern Virginia species, including, but not limited to, oaks, dogwoods, redbuds, American hollies, Red maple, and American sycamore, or other drought tolerant, regionally appropriate trees in accordance with the FSM throughout the Property, provided that the Owner reserves the right, in consultation with and approval by the County Urban Forester, to modify as part of site plan approval, the exact species to be used in order to meet FSM requirements, or if some plant materials are not available, or not available in the quantities required for the project, or have been deemed by the County Urban Forester to no longer be appropriate. The Owner shall consult with the County Urban Forester to select appropriate Virginia indigenous native species for said areas prior to approval of any landscape plans for the Property.
31. Tree Conservation Areas. Within the areas identified on Sheets 6 and 8 of the CDP as "TREE CONSERVATION AREA" the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of trails, passive recreation uses, and stormwater management facilities, either above ground or below ground, that are required pursuant to these Proffers and/or shown on the approved CPAPs as lying within such Tree Conservation Areas and for the construction of utilities necessary for development of the Property. Notwithstanding the previous sentence, a minimum of 80 percent of the canopy within the cumulative Tree Conservation Area depicted on the CDP shall be preserved, exclusive of stands of Virginia Pine over 25 years in age. In the event that the 80 percent canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy shall be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County. Boundaries of all Tree Conservation Areas shall be clearly marked and protected in the field prior to land disturbing activities in accordance with the FSM and shall be delineated

on each CPAP, record plat, or site plan application containing any portion of a Tree Conservation Area.

If, during construction on the Property, it is determined by the Owner's certified arborist and/or the County that any healthy tree located within the boundaries of any of the Tree Conservation Areas described in this proffer has been damaged during construction and shall not survive, then, prior to bond release on any section containing or immediately adjacent to a Tree Conservation Area, the Owner shall remove each such tree and replace each such tree with two one-inch caliper native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner's certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County. Should the Owner be required to provide above ground stormwater facilities, the Owner reserves the right to encroach into the Tree Conservation Area as shown on Sheet 6 of the CDP and shall comply with the canopy replacement provisions of this Proffer.

The HOA Covenants shall include a provision that prohibits cutting and removal of trees in Tree Conservation Areas, as shown on the record plat, after construction has been completed by the Owner without specific permission of the County Urban Forester or Zoning Administrator. Trees may be removed within Tree Conservation Areas as necessary to accommodate Tree Risk Mitigation and or Forest Management Techniques, performed by or recommended by a professional forester or certified arborist, that are necessary to protect or enhance the viability and regeneration potential of the canopy, in consultation with the County Urban Forester or Zoning Administrator. Such Forest Management Techniques may include such actions as, without limitation, removal of invasive species, and cutting of trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The HOA Covenants shall clearly state that such provisions prohibiting tree removal shall not be amended by the Owner or the HOA without written approval from the County. All record plat, CPAP, and/or site plan, applications for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the HOA Covenants and these Proffers.

32. Specimen Trees. The Owner shall engage a Certified Arborist, Urban Forester, or Landscape Architect to prepare a tree preservation plan for the two specimen trees ("Specimen Trees") identified as T1 and T2 as on Sheet 8 of the CDP in accordance with Loudoun County's FSM. The tree preservation plan shall be provided to the County for review and approval prior to the approval of the first CPAP, site plan, or record plat for the Property. Such tree preservation plan shall identify the tree protection measures that shall be employed to protect the Specimen Trees during construction activities, which measures shall include, without limitation, providing for (i) placing of fencing outside the Critical Root Zone ("CRZ") of such Specimen Trees, (ii) avoiding construction activities within

such CRZ to the greatest extent possible, and (iii) requiring that CPAPs for all permitted improvements on the Property shall clearly define the limits of the CRZ and that the limits of the CRZ shall be clearly marked in the field. If construction activities within the CRZ of the Specimen Trees are unavoidable or unintentional encroachments occur, then the Owner and/or their Certified Arborist or Urban Forester shall develop a remediation/replacement plan in conjunction with the provisions of Proffer 31 above to be approved by the County Urban Forester and implemented thereafter. In addition, any utility line that must be located within the CRZ of the Specimen Trees shall be installed using a boring technique supervised by a Certified Arborist. In the event any one of the Specimen Trees is damaged during construction and in the opinion of a Certified Arborist and/or the County Urban Forester cannot be saved, the Owner shall replace the damaged Specimen Tree with four 1-inch caliper native non-invasive deciduous trees. The placement of the replacement trees shall be proximate to the area of the damaged Specimen Tree so removed, or in another area as requested by the County Urban Forester or Zoning Administrator.

33. Mountain View Drainage Study Agreement. The Owner shall prepare and submit to the County the Mountain View Drainage Study (the “MVDS Study”) the scope of which has been proposed and coordinated with the County and is attached to these Proffers as “Exhibit A – Mountain View Drainage Study Agreement”, dated September 1, 2022, inclusive of Exhibit A-1: Mountain View (Limits of Hydrologic Analysis) and Exhibit A-2: Mountain View (Parcels Included in Limits of Detailed Drainage Study) both prepared by Bowman Consulting Group Ltd. and dated August 25, 2022 (collectively the “MVDS Study Agreement”). The MVDS Study shall be submitted concurrently with the first CPAP or site plan on the Property, whichever is first in time, and improvements identified as needed for the development of the Property in the analysis of the Downstream Parcels identified on Exhibit A-2 shall be incorporated into such site plan or CPAP, as applicable. If any off-site improvements are recommended by the MVDS Study to improve pre-existing drainage conditions that are found to be not directly attributable to the development of the Property, such recommendations shall be considered informational in nature and such improvements, if any, shall not be the responsibility of the Owner.

FIRE & RESCUE

34. Fire and Rescue Contribution. The Owner shall make a one-time contribution of \$143.19 per dwelling unit on the Property to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each dwelling unit, adjusted pursuant to this Proffer 34, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for each such dwelling unit. The amount of the contribution shall be adjusted on a yearly basis from the base year of 2022 and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index, for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for

the Washington-Arlington-Alexandria, DC-VA-MD-WV Consolidated Metropolitan Statistical Area (the "CPI"). Contributions pursuant to this paragraph shall be divided equally between the fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for a zoning permit, the primary servicing fire and rescue companies do not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then Owner may elect to make no contribution. The intent of this provision is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer owned or operated. If only one of these services has ceased to utilize volunteer staff or apparatus, then the contribution may be halved and shall be provided to the remaining company.

CONSTRUCTION REQUIREMENTS

35. Construction Traffic Management. Prior to approval of a record plat, site plan, or CPAP application for any construction on the Property, the Owner shall prepare and implement a construction traffic management plan to provide safe and efficient pedestrian and vehicle circulation at all times on the Property and on the roadways between the southern boundary of the Property and Poland Road. This traffic management plan shall identify anticipated construction entrances, construction staging areas, construction vehicle routes and procedures for coordination with the Mountain View Drive property owners and VDOT concerning construction material deliveries, lane or street closures, and/or other construction related activities to minimize disturbance on the surrounding street network. A copy of the construction traffic management plan shall be provided to the Zoning Administrator, the district supervisor (or their designated representative) from the Board of Supervisors, and the designated representative for the Mountain View Drive property owners for informational purposes only prior to the commencement of construction. The Owner shall inform all contractors and subcontractors of the plan for the routing of construction trucks and signs identifying such construction truck routes shall be posted at all construction entrances on the Property.

MISCELLANEOUS

36. Escalation Clause. All cash contributions set forth in these Proffers shall be adjusted on a yearly basis from the base year of 2022 and change effective each January 1st thereafter, in accordance with changes in the CPI.
37. Construction. The Zoning Administrator may grant an extension to any dates or events provided in these Proffers by which time a commitment must be fulfilled if the Zoning Administrator determines that an extraordinary, unforeseeable event or circumstance beyond the control of the Owner has prevented the fulfillment of the Owner's obligations under these Proffers within the stated time period upon the Owner securing fulfillment of such commitment by providing a bond or other adequate surety deemed satisfactory by the Zoning Administrator.

38. Successors and Assigns. These Proffers shall bind and inure to the benefit of the Owner and its successors and assigns.

The undersigned hereby warrants that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURES ON NEXT PAGE]

TITLE OWNER OF Loudoun County Tax Map
#107////////1A (PIN 128-39-6515)

43474Mountainviewdr LLC,
a Virginia limited liability company

By: [Signature]

Name: Sujith MARAM

Its: Manager / Partner

COMMONWEALTH/STATE OF Virginia

COUNTY/CITY OF Loudoun

The foregoing Proffer Statement was acknowledged before me this 6th day of September, 2022, by Sujith Maram as Owner of 43474Mountainviewdr LLC, whose name is signed to the forgoing Proffer Statement, has acknowledged the same before me.

Gerard Wazek
Notary Public

My Commission Expires: 07/31/2025

Notary Registration # 8012855

[SIGNATURES END]

Gerard Wazek
GERARD GUREVICIUS WALKER
NOTARY PUBLIC-8012855
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2025
Loudoun VA

TITLE OWNER OF Loudoun County Tax Map
#107///6/////3/ (PIN 128-39-9805)

43500MountainViewDr LLC, a Virginia limited
liability company

By: [Signature]

Name: Sujith HARAH

Its: Manager / Partner

COMMONWEALTH/STATE OF Virginia

COUNTY/CITY OF Loudoun

The foregoing Proffer Statement was acknowledged before me this 6th day of September, 2022, by Sujith maran as Owner of 43500MountainViewDr LLC, whose name is signed to the forgoing Proffer Statement, has acknowledged the same before me.

Gerard Walker

Notary Public

My Commission Expires: 07/31/2025

Notary Registration # 8012855

Gerard Walker

GERARD GUREVICIUS WALKER
NOTARY PUBLIC-8012855
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2026

Loudoun VA

Exhibit A

September 1, 2022

Mountain View Drainage Study Agreement (the "Agreement")

This Agreement is made by 43500MOUNTAINVIEWDR LLC, the owner of property identified as PIN 128-39-9805 (Tax Map #107///6////3/) and 43474MOUNTAINVIEWDR LLC, the owner of property identified as PIN 128-39-6515 (Tax Map #107////////1A) (collectively, 43500MountainViewDr LLC and 43474Mountainviewdr LLC are hereinafter referred to as the "**Owner**") composed of approximately 6.33 acres of land (collectively, the "**Property**").

The Owner, in order to identify the extent of existing drainage problems (including ponding water, flooding, and lack of overland relief) downstream of the Property solely within the context of and subject to approval of ZMAP-2020-0012, and to aid the County in determining an effective stormwater management strategy for the Property, will prepare a drainage study as identified and described within this Agreement herein and below (hereinafter referred to as the "**Drainage Study**").

The Drainage Study's hydrologic analysis will consist solely of the area contributing to the culvert outfall below Tall Cedars Parkway onto PIN 128-18-1876 (Tax Map #106/C/2////H/), which shall be known as the Point of Interest (the "**POI**"). The POI and the LIMITS OF HYDROLOGIC ANALYSIS are further identified within the attached map exhibits to the Agreement; EXHIBIT A-2 MOUNTAIN VIEW (PARCELS INCLUDED IN LIMITS OF DETAILED DRAINAGE STUDY) and EXHIBIT A-1 MOUNTAIN VIEW (LIMITS OF HYDROLOGIC ANALYSIS), which were prepared by Bowman Consulting Group, Ltd., dated August 25, 2022 (collectively, hereinafter referred to as the "**MVDS Map**").

As shown on the MVDS Map, for the purposes of the Drainage Study and this Agreement, downstream parcels (the "**Downstream Parcels**") are further identified as PINs: 128-39-2465, 128-39-1454, 128-39-0143, 128-38-7349, 128-38-5832, 128-38-3710, 128-38-2102, 128-39-2228, 128-39-2818, and 128-39-3407, and are shaded in blue. Additionally, all other areas within the LIMITS OF HYDROLOGIC ANALYSIS that are not the Property or the Downstream Parcels are to be considered upstream of the Property (the "**Upstream Area**").

The Drainage Study will contain the following information and be submitted to the County to determine an effective stormwater management strategy for development of the Property, and for informational purposes to facilitate potential future offsite improvements that shall not be the responsibility of the Owner, in the drainage shed:

1. Analysis of existing drainage patterns contributing to the POI using hydrologic and hydraulic methods consistent with those required in the stormwater management technical criteria adopted in Chapter 1096 of the Loudoun County Codified Ordinance and Chapter 5 of the Facilities Standards Manual. The analysis will:
 - a. Delineate the total drainage area contributing to the POI defined above, as well as appropriate subdrainage areas within it, and develop a hydrologic model for the 10-year storm event that accounts for variable peak flow timing among sub-drainage areas (e.g., existing SWM facilities), contributing flow paths and existing obstructions located within the Downstream Parcels as identified on the MVDS Map.
 - b. Analyze stormwater runoff from areas draining to the POI from the Property along each flow path downstream to the POI to determine the extents of flow (width and depth), by providing detailed calculations (i.e., channel cross-section and culvert calculations) wherever there is a change in channel characteristics consistent with standard engineering practice and procedure. Cumulative peak flow rates will be determined at each study point within the hydrologic model.
 - i. Subject to owner permission for property access, topographic information will be based on field-run survey data from the Downstream Parcels identified on the MVDS Map. Where access permission is not granted, flown survey data will be used. Analysis and topographic information for the Upstream Area will use County GIS topo and approved and/or as-built plans for SWM facilities provided by the County.
 - c. Identify factors contributing to existing drainage concerns for the Downstream Parcels, including significant controlling factors, such as larger ponding areas above culverts, lack of positive drainage and flat slopes.
2. Post-development stormwater analysis that identifies potential drainage impacts from the proposed development on the Downstream Parcels to the POI, including the potential to exacerbate existing concerns identified in the Drainage Study.
 - a. Post-development hydrologic and hydraulic models will account for changes in peak flow timing among sub-drainage areas resulting from the proposed development of the Property, including any that might be caused by incorporation of structural stormwater measures, at each study point downstream of the Property in the existing conditions model.
 - b. Post-development models will analyze potential adverse impacts (e.g., ponding water or altered drainage divides) to adjoining properties of the Property resulting from placement of any fill on the Property and from increased flow volumes directly related to development of the Property.

3. Preparation of a stormwater management strategy that improves upon existing flooding concerns for the Downstream Parcels, by reducing the post-development 10-year peak flow rate below the pre-development rate at each of the study points determined above.
4. Identification of other offsite improvements that may improve drainage conditions for the Downstream Parcels that shall be considered information in nature and such improvements, if any, shall not be the responsibility of the Owner.

43500MOUNTAINVIEWWDR LLC

By: [Signature]
Title: Manager / Partner
Date: 09/06/2022

43474MOUNTAINVIEWWDR LLC

By: [Signature]
Title: Manager / Partner
Date: 09/06/2022

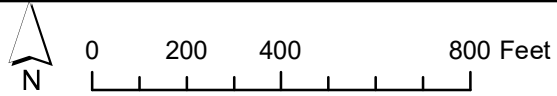
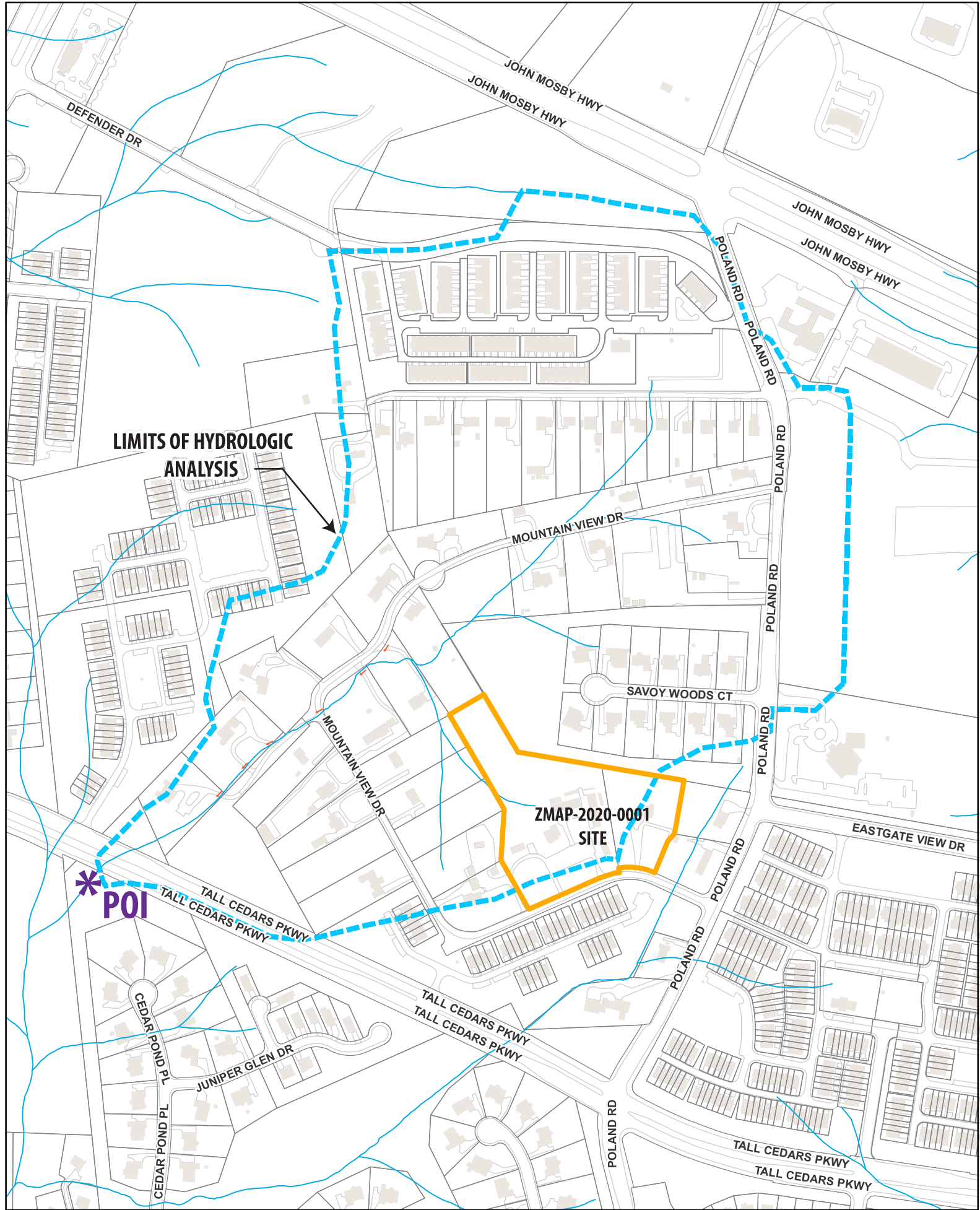


EXHIBIT A-1
MOUNTAIN VIEW
(LIMITS OF HYDROLOGIC ANALYSIS)

MAP #	PARCEL_TYPE	ACREAGE	PA_MCPI
1	Subject Property	4.71	128396515000
2	Subject Property	1.62	128399805000
3	Study Parcel	1.30	128392465000
4	Study Parcel	1.03	128391454000
5	Study Parcel	1.23	128390143000
6	Study Parcel	1.42	128387349000
7	Study Parcel	1.38	128385832000
8	Study Parcel	1.20	128383710000
9	Study Parcel	0.48	128382102000
10	Study Parcel	1.00	128392228000
11	Study Parcel	1.00	128392818000
12	Study Parcel	1.00	128393407000

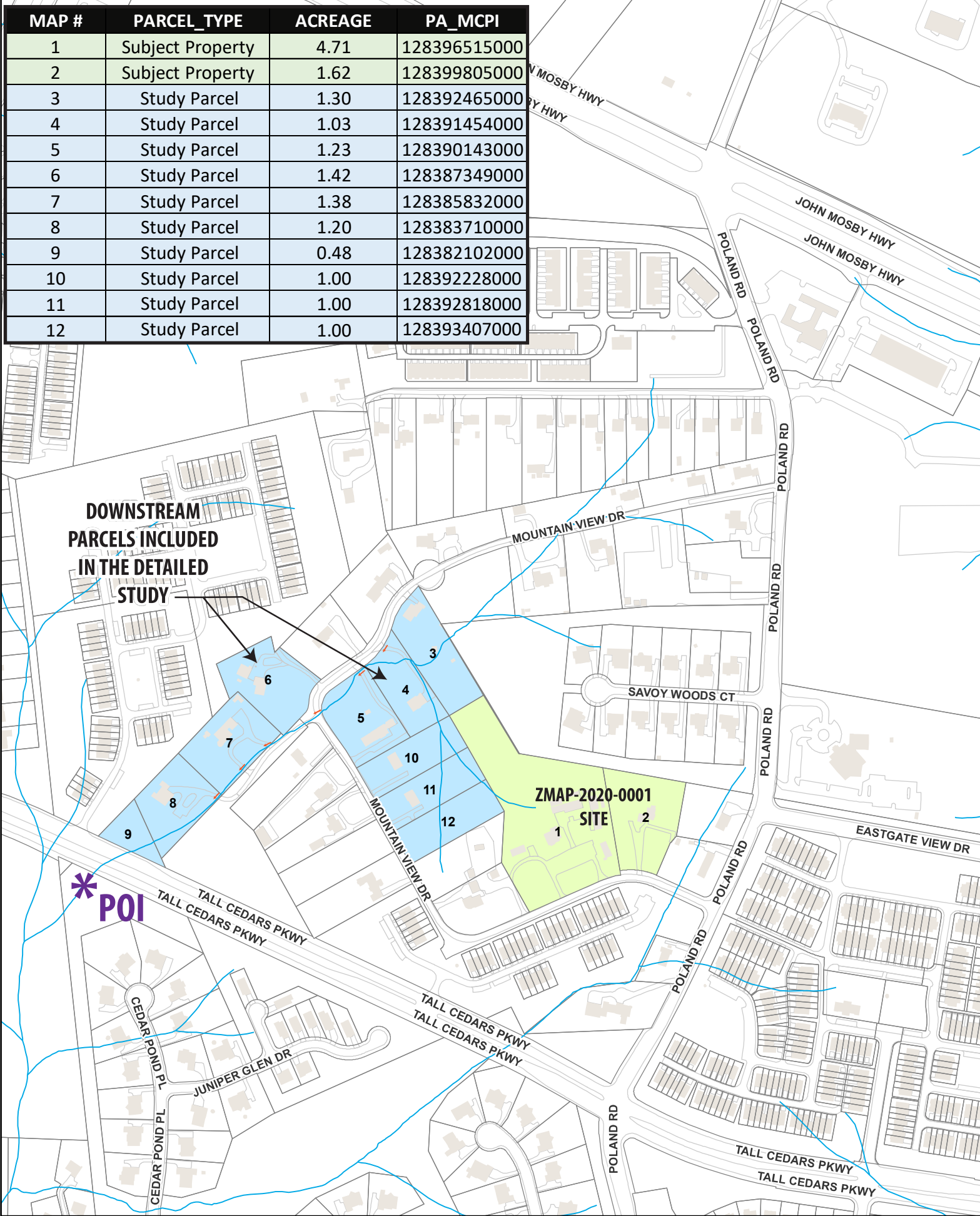
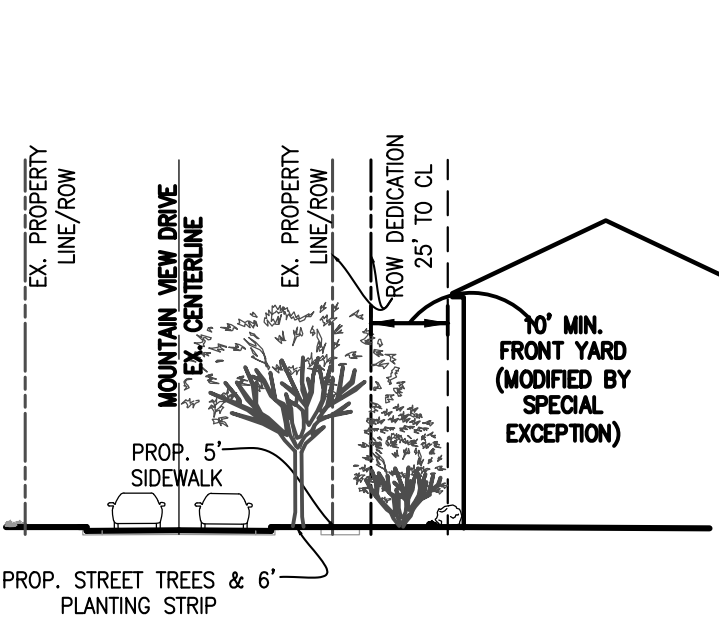
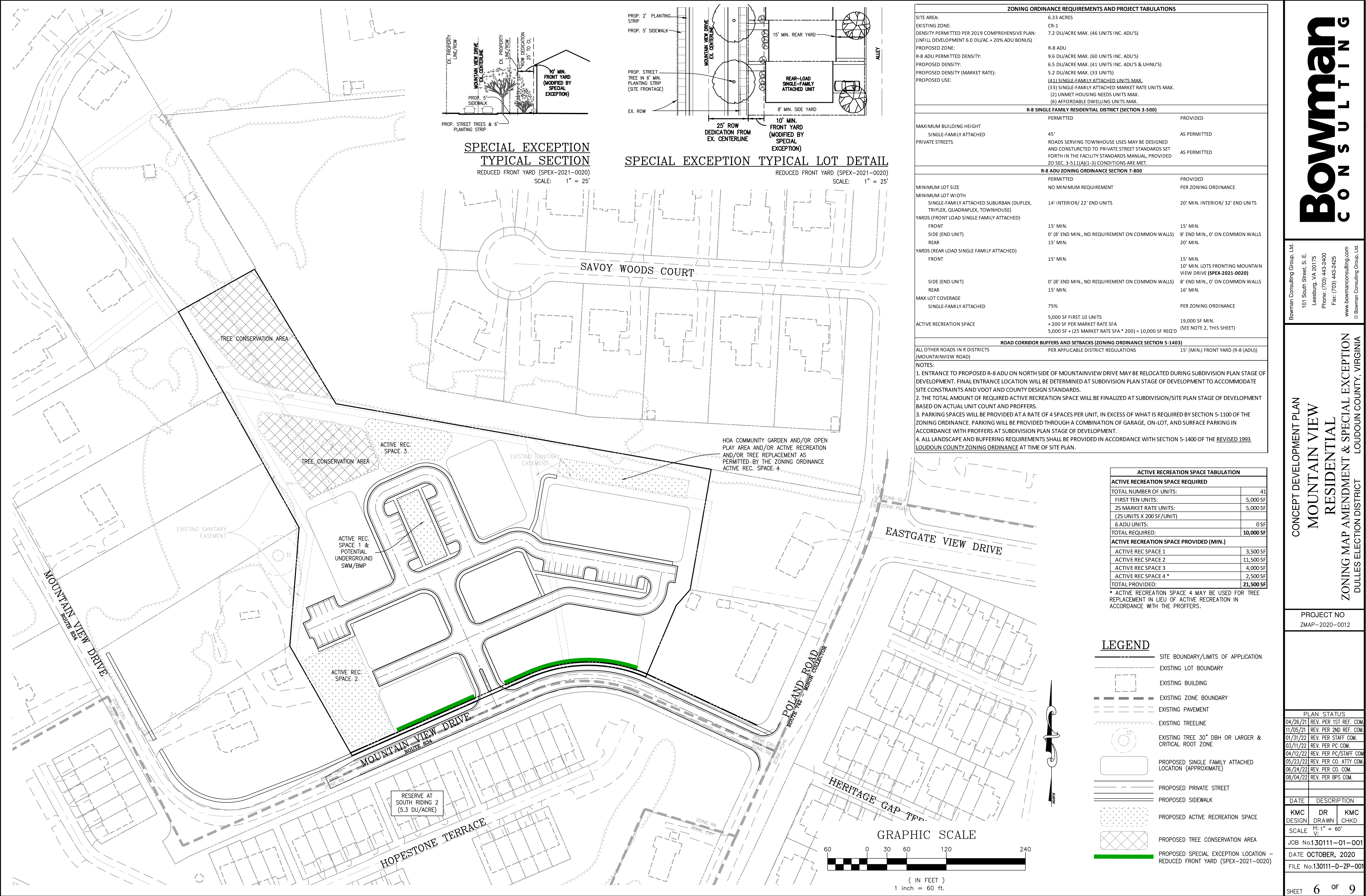
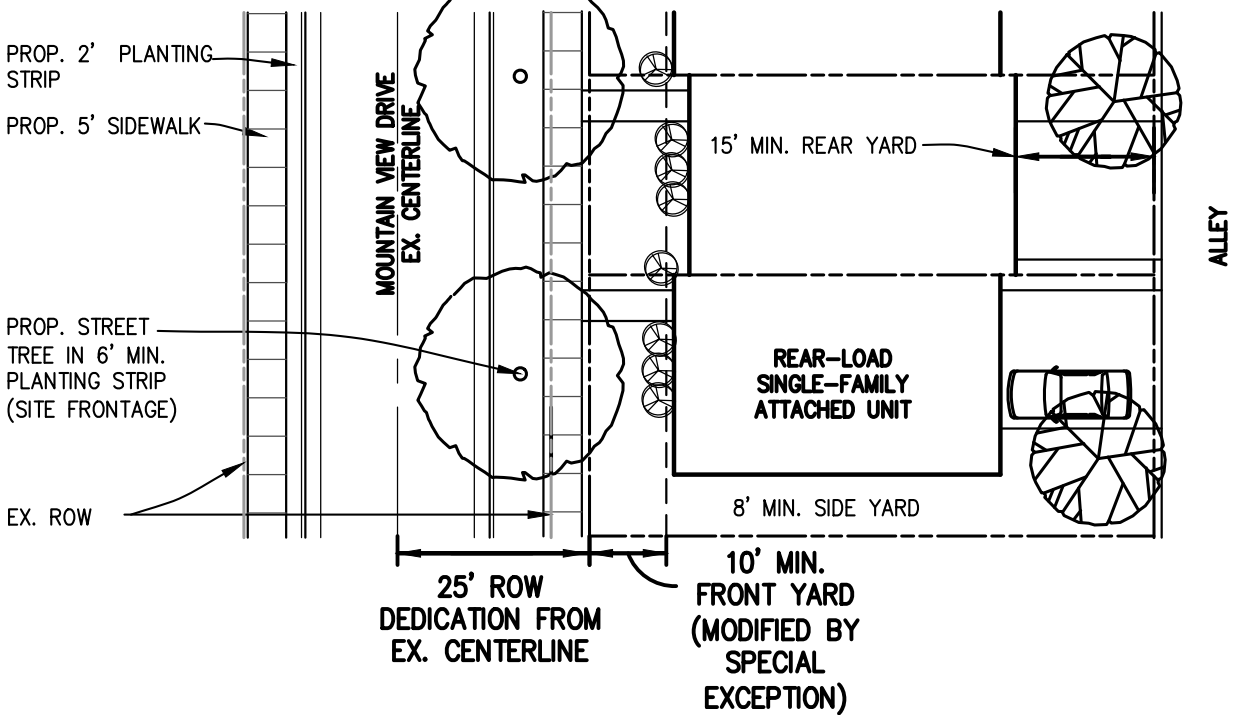


EXHIBIT A-2
MOUNTAIN VIEW
(PARCELS INCLUDED IN LIMITS OF DETAILED DRAINAGE STUDY)



**SPECIAL EXCEPTION
TYPICAL SECTION**
REDUCED FRONT YARD (SPEX-2021-0020)
SCALE: 1" = 25'



SPECIAL EXCEPTION TYPICAL LOT DETAIL
REDUCED FRONT YARD (SPEX-2021-0020)
SCALE: 1" = 25'

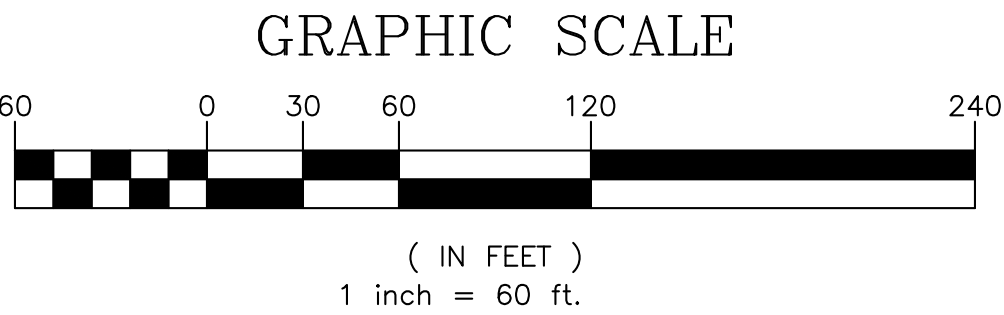
ZONING ORDINANCE REQUIREMENTS AND PROJECT TABULATIONS		
SITE AREA:	6.33 ACRES	
EXISTING ZONE:	CR-1	
DENSITY PERMITTED PER 2019 COMPREHENSIVE PLAN: (INFILL DEVELOPMENT 6.0 DU/AC + 20% ADU BONUS)	7.2 DU/ACRE MAX. (46 UNITS INC. ADU'S)	
PROPOSED ZONE:	R-8 ADU	
R-8 ADU PERMITTED DENSITY:	9.6 DU/ACRE MAX. (60 UNITS INC. ADU'S)	
PROPOSED DENSITY:	6.5 DU/ACRE MAX. (41 UNITS INC. ADU'S & UHNU'S)	
PROPOSED DENSITY (MARKET RATE):	5.2 DU/ACRE MAX. (33 UNITS)	
PROPOSED USE:	(41) SINGLE-FAMILY ATTACHED UNITS MAX. (33) SINGLE-FAMILY ATTACHED MARKET RATE UNITS MAX. (2) UNMET HOUSING NEEDS UNITS MAX. (6) AFFORDABLE DWELLING UNITS MAX.	
R-8 SINGLE FAMILY RESIDENTIAL DISTRICT (SECTION 3-500)		
	PERMITTED	PROVIDED
MAXIMUM BUILDING HEIGHT	45'	AS PERMITTED
SINGLE-FAMILY ATTACHED		
PRIVATE STREETS	ROADS SERVING TOWNHOUSE USES MAY BE DESIGNED AND CONSTRUCTED TO PRIVATE STREET STANDARDS SET FORTH IN THE FACILITY STANDARDS MANUAL, PROVIDED ZO SEC. 3-511(A)(1-3) CONDITIONS ARE MET.	AS PERMITTED
R-8 ADU ZONING ORDINANCE SECTION 7-800		
	PERMITTED	PROVIDED
MINIMUM LOT SIZE	NO MINIMUM REQUIREMENT	PER ZONING ORDINANCE
MINIMUM LOT WIDTH		
SINGLE-FAMILY ATTACHED SUBURBAN (DUPLEX, TRIPLEX, QUADRAPLEX, TOWNHOUSE)	14' INTERIOR/ 22' END UNITS	20' MIN. INTERIOR/ 32' END UNITS
YARDS (FRONT LOAD SINGLE FAMILY ATTACHED)		
FRONT	15' MIN.	15' MIN.
SIDE (END UNIT)	0' (8' END MIN., NO REQUIREMENT ON COMMON WALLS)	8' END MIN., 0' ON COMMON WALLS
REAR	15' MIN.	20' MIN.
YARDS (REAR LOAD SINGLE FAMILY ATTACHED)		
FRONT	15' MIN.	15' MIN.
		10' MIN. LOTS FRONTING MOUNTAIN VIEW DRIVE (SPEX-2021-0020)
SIDE (END UNIT)	0' (8' END MIN., NO REQUIREMENT ON COMMON WALLS)	8' END MIN., 0' ON COMMON WALLS
REAR	15' MIN.	16' MIN.
MAX LOT COVERAGE		
SINGLE-FAMILY ATTACHED	75%	PER ZONING ORDINANCE
	5,000 SF FIRST 10 UNITS + 200 SF PER MARKET RATE SFA	19,000 SF MIN.
ACTIVE RECREATION SPACE	5,000 SF + (25 MARKET RATE SFA * 200) = 10,000 SF REQ'D	(SEE NOTE 2, THIS SHEET)
ROAD CORRIDOR BUFFERS AND SETBACKS (ZONING ORDINANCE SECTION 5-1403)		
ALL OTHER ROADS IN R DISTRICTS (MOUNTAINVIEW ROAD)	PER APPLICABLE DISTRICT REGULATIONS	15' (MIN.) FRONT YARD (R-8 (ADU))
NOTES:		
1. ENTRANCE TO PROPOSED R-8 ADU ON NORTH SIDE OF MOUNTAINVIEW DRIVE MAY BE RELOCATED DURING SUBDIVISION PLAN STAGE OF DEVELOPMENT. FINAL ENTRANCE LOCATION WILL BE DETERMINED AT SUBDIVISION PLAN STAGE OF DEVELOPMENT TO ACCOMMODATE SITE CONSTRAINTS AND VDOT AND COUNTY DESIGN STANDARDS.		
2. THE TOTAL AMOUNT OF REQUIRED ACTIVE RECREATION SPACE WILL BE FINALIZED AT SUBDIVISION/SITE PLAN STAGE OF DEVELOPMENT BASED ON ACTUAL UNIT COUNT AND PROFFERS.		
3. PARKING SPACES WILL BE PROVIDED AT A RATE OF 4 SPACES PER UNIT, IN EXCESS OF WHAT IS REQUIRED BY SECTION 5-1100 OF THE ZONING ORDINANCE. PARKING WILL BE PROVIDED THROUGH A COMBINATION OF GARAGE, ON-LOT, AND SURFACE PARKING IN ACCORDANCE WITH PROFFERS AT SUBDIVISION PLAN STAGE OF DEVELOPMENT.		
4. ALL LANDSCAPE AND BUFFERING REQUIREMENTS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5-1400 OF THE <u>REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE</u> AT TIME OF SITE PLAN.		

ACTIVE RECREATION SPACE TABULATION	
ACTIVE RECREATION SPACE REQUIRED	
TOTAL NUMBER OF UNITS:	41
FIRST TEN UNITS:	5,000 SF
25 MARKET RATE UNITS: (25 UNITS X 200 SF/UNIT)	5,000 SF
6 ADU UNITS:	0 SF
TOTAL REQUIRED:	10,000 SF
ACTIVE RECREATION SPACE PROVIDED (MIN.)	
ACTIVE REC SPACE 1	3,500 SF
ACTIVE REC SPACE 2	11,500 SF
ACTIVE REC SPACE 3	4,000 SF
ACTIVE REC SPACE 4 *	2,500 SF
TOTAL PROVIDED:	21,500 SF

* ACTIVE RECREATION SPACE 4 MAY BE USED FOR TREE REPLACEMENT IN LIEU OF ACTIVE RECREATION IN ACCORDANCE WITH THE PROFFERS.

LEGEND

	SITE BOUNDARY/LIMITS OF APPLICATION
	EXISTING LOT BOUNDARY
	EXISTING BUILDING
	EXISTING ZONE BOUNDARY
	EXISTING PAVEMENT
	EXISTING TREELINE
	EXISTING TREE 30" DBH OR LARGER & CRITICAL ROOT ZONE
	PROPOSED SINGLE FAMILY ATTACHED LOCATION (APPROXIMATE)
	PROPOSED PRIVATE STREET
	PROPOSED SIDEWALK
	PROPOSED ACTIVE RECREATION SPACE
	PROPOSED TREE CONSERVATION AREA
	PROPOSED SPECIAL EXCEPTION LOCATION - REDUCED FRONT YARD (SPEX-2021-0020)



Bowman
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CONCEPT DEVELOPMENT PLAN
MOUNTAIN VIEW
RESIDENTIAL
ZONING MAP AMENDMENT & SPECIAL EXCEPTION
DULLES ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

PROJECT NO
ZMAP-2020-0012

PLAN STATUS
04/26/21 REV. PER 1ST REF. COM.
11/05/21 REV. PER 2ND REF. COM.
01/31/22 REV. PER STAFF COM.
03/11/22 REV. PER PC COM.
04/12/22 REV. PER PC/STAFF COM
05/23/22 REV. PER CO. ATTY COM.
06/24/22 REV. PER CO. COM.
08/04/22 REV. PER BPS COM.

DATE	DESCRIPTION
KMC DESIGN	DR DRAWN
	KMC CHKD
SCALE	H: 1" = 60'
	V: 1" = 60'
JOB No	130111-01-001
DATE	OCTOBER, 2020
FILE No	130111-D-ZP-001

SHEET 6 OF 9

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF DEDICATION, SUBDIVISION,
EASEMENT, RESERVATION,
SUPPLEMENTARY DECLARATION,
CONVEYANCE, AND VACATION

DATE OF INSTRUMENT: _____, _____.

NAMES OF GRANTORS: 1) _____
2) _____
3) BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA (AS TO VACATIONS)
4) LOUDOUN COUNTY SANITATION
AUTHORITY d.b.a. LOUDOUN WATER (AS
TO VACATIONS)

NAMES OF GRANTEES: 1) BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA
2) LOUDOUN COUNTY SANITATION
AUTHORITY d.b.a. LOUDOUN WATER
3) _____
4) _____

COUNTY / ELECTION DISTRICT
WHERE PROPERTY LOCATED: LOUDOUN /

BRIEF DESCRIPTION
OF PROPERTY: _____

DEED BOOK AND PAGE NUMBER
WHERE PROPERTY ACQUIRED: DEED BOOK ____, PAGE ____

PLAT ATTACHED: PLAT NO. _____ PREPARED BY _____

TAX MAP IDENTIFICATION NOS.: TAX MAP _____ PARCELS _____

COUNTY FILE NO.:

THIS INSTRUMENT PREPARED BY:

RETURN TO:

THIS DEED OF DEDICATION, SUBDIVISION, EASEMENT, RESERVATION, SUPPLEMENTARY DECLARATION, CONVEYANCE, AND VACATION (the "**Deed**") is made this ____ day of _____, _____, by and between _____, a _____ partnership /corporation (hereinafter referred to as "**Owner**"); _____ and _____, Trustee(s), either of whom may act (hereinafter referred to as "_____**Trustee(s)**"); _____ (hereinafter referred to as "[Bank][Beneficiary][_____]"); _____ and _____, Trustee(s), either of whom may act (hereinafter referred to as "_____**Trustee(s)**"); _____ (hereinafter referred to as "[Bank][Beneficiary][_____]"); the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "**County**"); the **LOUDOUN COUNTY SANITATION AUTHORITY d.b.a LOUDOUN WATER**, a body corporate and politic (hereinafter referred to as "**Authority**"); and _____, a Virginia nonstock corporation/an association formed pursuant to the Virginia Property Owners Association Act (hereinafter referred to as the "**Association**").

W I T N E S S E T H :

WHEREAS, the Owner is the owner and proprietor of certain real property (the "**Property**") as shown on plat number _____, dated _____, and revised through _____, entitled "_____" and prepared by _____ of _____, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto; and

WHEREAS, the Property is situate in Loudoun County, Virginia, Owner having acquired the Property by deed recorded [in Deed Book _____, at Page _____] [as Instrument Number _____], among the land records of Loudoun County, Virginia (the "**Land Records**"); and

WHEREAS, it is the desire and intent of Owner to subdivide the Property into lots and parcels [and a Residue], and to dedicate, grant, and convey for public use, the streets and thoroughfares in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of Owner [, pursuant to site plan application number ____-202X-XXXX,] to grant and convey unto the County and unto the Authority the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the Association, the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to hereby create and establish an easement for ingress and egress over and across the Property, said easement being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner to hereby create and establish a sanitary sewer lateral easement in the location as shown on the Plat and as hereinafter provided; and

WHEREAS, the Owner, as Declarant under the Declaration for _____, recorded among the aforesaid Land Records [in Deed Book _____, at Page _____] [as Instrument Number _____], as amended from time to time (the "**Declaration**") desires to submit a portion of the property as hereinafter described to the terms and conditions of the Declaration, in accordance with the provisions for submission of additional property as set forth in the Declaration; and

WHEREAS, it is the desire and intent of Owner to convey a portion of the Property to the Association; and

[WHEREAS, it is the desire and intent of the Owner, with the consent of the County, to vacate certain easement(s) (or portions thereof) in the location(s) as shown on the Plat and as hereinafter provided.]

[WHEREAS, it is the desire and intent of the Authority to vacate certain easement(s) (or portions thereof) in the location(s) as shown on the Plat and as hereinafter provided.]

[WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated _____, and recorded [in Deed Book _____, at Page _____] [as Instrument Number _____], of the aforesaid Land Records (the "_____ **Deed of Trust**"), wherein the Property was conveyed unto the _____ Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated _____, and recorded [in Deed Book _____, at Page _____] [as Instrument Number _____], of the aforesaid Land Records (the "_____ **Deed of Trust**") wherein the Property was conveyed unto the _____ Trustees, either of whom may act, in trust, to secure a certain indebtedness, as more specifically set forth therein; and]

OR

[WHEREAS, the Property is not subject to the lien of any deed of trust; and].

SUBDIVISION

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner, together with the _____ Trustees and _____, Trustees, does hereby subdivide the Property containing _____ acres, into lots and parcels, to be known as Lots _____ through _____, inclusive, and Parcels _____, Section _____, Block _____, _____, [and a Residue of _____ acres] in accordance with the Plat which is expressly incorporated herein and made a part of this Deed.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby dedicate to the County the _____ acres for public street purposes as so designated on the Plat. This dedication is made in accordance with the statutes made and provided therefor.

[IF THE APPLICANT IS REQUIRED TO DEDICATE RIGHT-OF-WAY TO THE CENTERLINE OF AN EXISTING PUBLIC ROAD ALONG THE FRONTAGE OF THE PROPERTY, AND THE APPLICANT BELIEVES IT DOES NOT HAVE ANY TITLE OR INTEREST IN A PORTION OF THE PROPERTY LYING WITHIN THE PUBLIC RIGHT-OF-WAY THAT IS REQUIRED TO BE DEDICATED, APPLICANT MAY SATISFY THE DEDICATION REQUIREMENT BY QUITCLAIMING THE PORTION NOT DEDICATED. THE DEED SHOULD CONTAIN THE FOLLOWING PROVISION:

[THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby quitclaim and release unto the County all of Owner's right, title and interest, if any, in any portion of the existing public road adjacent to the area hereby dedicated [, the existing centerline of which is shown on the Plat].”]

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner

does hereby grant and convey unto the County, its successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat as follows:

A. **Emergency Ingress and Egress Easements.** An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets, common driveways, public and private access easements, ingress and egress easements, and Parcel(s) _____ and _____ as shown on the Plat. Notwithstanding the foregoing, in the event any of such private streets, common driveways, public or private access easements, and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements, shall automatically be adjusted so that no portion of the Property which ceases to be a private street, common driveway, public or private access easement or ingress and egress easement shall be subject to these easements. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent any of said easements constitutes a blanket easement over an individual parcel such as a common area or common open space parcel, then buildings, structures, or other above-ground facilities may be constructed within such easement areas, so that the easement shall encumber only the portion of such parcel(s) which is not occupied by buildings, structures or other above-ground facilities.

B. **Temporary Storm Drain Easements.** Temporary easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm sewer lines or storm drainage lines, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said property of Owner; said easements being more particularly bounded and described on the Plat. These temporary easements shall automatically become null and void at such time as alternates have been approved by the appropriate County department and installed by the Owner or its successors or the easement area has been dedicated for public street purposes.

C. **Floodplain Easements.** Storm Drainage and 100 year floodplain easements as more particularly bounded and described on the Plat, subject to the following conditions:

(i) Any use or activity within the floodplain easement, including installation of private drives, shall not interfere with the natural drainage and shall conform to the Loudoun County Zoning and Subdivision Ordinances.

(ii) Notwithstanding anything herein to the contrary, the easement granted hereby is limited to the area designated as a floodplain easement on the Plat. However, the extent of a floodplain is dynamic in nature and is a function of land use, which is subject to change; therefore, the boundary of the actual floodplain is subject to change with changing land use, and nothing herein shall be construed to limit the force and effect of the duly adopted floodplain regulations of Loudoun County.

D. **Temporary Grading and Construction Easement.** A temporary easement for the purpose of the necessary grading and construction through and across the Property as more particularly bounded and described on the Plat. This temporary grading and construction easement shall become null and void at such time as grading and construction is complete.

E. **Temporary Turnaround Easement.** A temporary turnaround easement during the period of construction and during any subsequent period in which maintenance, repairs, or reconstruction thereof may be necessary, to become null and void at such time as the purpose for which the easements were created no longer exist, as more particularly bounded and described on the Plat.

F. **Temporary Slope Maintenance Easement.** A temporary easement for the purpose of constructing and maintaining the necessary slope through and across the property of Owner, as more particularly bounded and described on the Plat.

G. **Sign Easement.** An easement for the purposes of maintaining a sign on the Property, said easement being more particularly bounded and described on the Plat.

H. **Sight Distance Easement.** A sight distance easement, as more particularly bounded and described on the Plat, for the purpose of preventing obstructions to vehicular sight in conformance with Virginia Department of Transportation ("VDOT") standards. Owner, its successors and assigns, shall not place or permit on the Property fences, shrubbery, structures, or other facilities or vegetation ("improvements") within the bounds of said easement unless such improvements shall not obstruct vehicular sight from any direction. A VDOT review will be required for any plantings or improvements within said easement. The right to enter and remove

any obstructions for the purpose of maintaining clear sight distance within such easement is hereby granted to VDOT.

I. **Storm Drain Easements.** Easements for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, storm drainage lines, storm sewer lines, or other drainage structures, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the said property of Owner, said easements being more particularly bounded and described on the Plat.

The foregoing easements are subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the easements and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or

interfere with the use of said easements by the County for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

*{If no storm water **management** (retention /detention) easement is granted, only condition 5 below will be required. The following are alternative provisions, depending on whether the land owner or the Association is responsible.}*

5. The owner of fee title to any property on which an easement is hereby granted for storm drainage purposes shall be responsible for maintenance of such storm drainage easement, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land, such owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that owner shall not alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels.

6. The owner of fee title to any property on which an easement is hereby granted for storm water management purposes (for facilities such as wet or dry detention or retention ponds, bio-retention facilities such as rain gardens, and the like) shall be responsible for maintenance of such easement and the facilities within such easement that are not maintained by the County, unless such responsibility shall have been given to its successors or to an owner's association under the provisions of any declaration of covenants, conditions, and restrictions heretofore or hereafter recorded; it being intended that the responsibility of maintenance shall not be a personal obligation but shall run with the land. Such owner maintenance shall include items such as mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and, for wet ponds/lakes and for bio-retention facilities receiving storm water run-off from only one lot or parcel, such maintenance shall

include all facilities and infrastructure not maintained by the County pursuant to a written storm water maintenance agreement. The owner shall not alter, disturb nor make any changes to the elevation or contours of the land within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm water management facilities contained within the easement, including (a) for dry detention/retention facilities (dry ponds), removal of debris and maintenance of control structures, weirs and other devices constructed to control the flow of storm water; (b) for wet detention facilities (wet ponds/lakes), only those facilities and maintenance as specified in a written storm water maintenance agreement executed by the County; (c) for constructed stormwater wetlands, control structures; and (d) for bio-retention facilities receiving storm water run-off from more than 1 lot or parcel, the entire facility.

[OR]

5. The Association shall be responsible for maintenance of storm drainage easements conveyed herein in accordance with the terms and conditions of the Declaration for _____ recorded [in Deed Book ____, at Page ____] [as Instrument Number _____] among the Land Records, as amended, except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration, such Association/Lot owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that neither the Association nor any Lot owner shall alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Each lot owner's responsibility to perform such maintenance obligations shall run with the land. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels."

6. The Association shall be responsible for maintenance of the easements conveyed herein for storm water management purposes (for facilities such as wet or dry detention or retention ponds, bio-retention facilities such as rain gardens, and the like), and for

the facilities within such easements that are not maintained by the County, in accordance with the terms and conditions of the Declaration for _____ recorded [in Deed Book _____, at Page _____] [as Instrument Number _____] among the Land Records, as amended, except to the extent that such responsibility falls upon the individual lot owners as provided in the aforesaid Declaration. Such Association/Lot owner maintenance shall include items such as mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and, for wet ponds/lakes and for bio-retention facilities receiving storm water run-off from only one lot or parcel, such maintenance shall include all facilities and infrastructure not maintained by the County pursuant to a written storm water maintenance agreement. Neither the Association nor any Lot owner shall alter, disturb nor make any changes to the elevation or contours of the land within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Notwithstanding the foregoing, the County shall maintain the physical infrastructure of storm water management facilities contained within the easements, including (a) for dry detention/retention facilities (dry ponds), removal of debris and maintenance of control structures, weirs and other devices constructed to control the flow of storm water; (b) for wet detention facilities (wet ponds/lakes), only those facilities and maintenance as specified in a written storm water maintenance agreement executed by the County; (c) for constructed stormwater wetlands, control structures; and (d) for bio-retention facilities receiving storm water run-off from more than 1 lot or parcel, the entire facility.

L.C.S.A. EASEMENTS

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner grants and conveys unto the Authority, its successors and assigns, the following easement(s) and right(s)-of-way for the purpose of [the transmission and distribution of water][, the collection and transmission of sewage][, and the transmission and distribution of reclaimed water (as the same is defined in Section 9 VAC 25-740-10 of the Water Reclamation Provisions of the Virginia Administrative Code, as amended)], through, under, upon and across the Property of the Owner:

- A. **Water Main Easements.** Water main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, fire hydrants, valves, meters, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the "**Water Main Facilities**").
- B. **Sanitary Sewer Easements.** Sanitary sewer main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer and reclaimed water mains, manholes, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the "**Sanitary Sewer Facilities**").
- C. **Reclaimed Water Main Easements.** Reclaimed water main easements and rights-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing, and removing present or future reclaimed water mains, valves, meters, and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the "**Reclaimed Water Main Facilities**").
- D. **Temporary Construction Easements.** Temporary construction easements for the purpose of the necessary grading and construction through and across the Property, said easements being located within the construction impact area as more particularly shown and depicted on the Plat. These temporary construction easements shall automatically terminate and become null and void at such time as improvements being constructed pursuant to Loudoun Water project number _____, titled _____ have passed final inspection and been accepted by the Authority.
- E. **Temporary Water Main Easement(s).** Temporary water main easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing water mains, fire hydrants, valves, meters and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the "**Existing Water Main Facilities**"). [This/These] temporary water main easement(s) shall automatically terminate and become null and void at such time as (i) the new water mains, fire hydrants, valves, meters and other appurtenant facilities being constructed pursuant to Loudoun Water project number _____, titled _____ have passed final inspection and been accepted by the Authority, and (ii) the Existing Water Main Facilities within such temporary water main easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number ____-202X-XXXX]. Notwithstanding such automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. ***[The following NOTE is for explanation purposes and should be deleted from the final deed:***

If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Water Main Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Water Main Facilities pursuant to the terms of this Section E in the same location as the area being vacated./

- F. Temporary Sanitary Sewer Easement(s).** Temporary sanitary sewer easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing sanitary sewer mains, reclaimed water mains, manholes and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the **"Existing Sanitary Sewer Facilities"**). [This/These] temporary sanitary sewer easement(s) shall automatically terminate and become null and void at such time as (i) the new sanitary sewer mains, reclaimed water mains, manholes and other appurtenant facilities being constructed pursuant to Loudoun Water project number _____, titled _____ have passed final inspection and been accepted by the Authority, and (ii) the Existing Sanitary Sewer Facilities within such temporary sanitary sewer easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number ____-202X-XXXX]. Notwithstanding such automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. *[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Sanitary Sewer Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Sanitary Sewer Facilities pursuant to the terms of this Section F in the same location as the area being vacated./]*

- G. Temporary Reclaimed Water Main Easement(s).** Temporary reclaimed water main easement(s) for the purpose of installing, constructing, operating, maintaining, adding to, removing, altering, and/or replacing reclaimed water mains, valves, meters and other appurtenant facilities, including but not limited to, any communications equipment deemed necessary by the Authority in the Authority's sole discretion (collectively, the **"Existing Reclaimed Water Main Facilities"**). [This/These] temporary reclaimed water main easement(s) shall automatically terminate and become null and void at such time as (i) the new reclaimed water mains, valves, meters and other appurtenant facilities being constructed pursuant to Loudoun Water project number _____, titled _____ have passed final inspection and been accepted by the Authority, and (ii) the Existing Reclaimed Water Main Facilities within such temporary reclaimed water main easement(s) have been removed, [as evidenced by the installation of the water meter(s) furnished by the Authority for the improvements being constructed pursuant to Loudoun County site plan application number ____-202X-XXXX]. Notwithstanding such

automatic termination, the Authority shall, after receipt of a written request from Owner, execute an instrument acknowledging such termination, which instrument shall then promptly be recorded among the Land Records by the Owner. ***[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Authority is vacating any easement (or portion thereof) below in this Deed that contains any operational Reclaimed Water Main Facilities that will be removed and relocated after the recordation of this Deed in connection with the above-referenced Loudoun Water project #, then the Owner must grant in this Deed a temporary easement to the Authority for these operational Reclaimed Water Main Facilities pursuant to the terms of this Section G in the same location as the area being vacated.]***

The foregoing easements are more particularly bounded and described on Plat attached hereto and made a part hereof and are collectively referred to herein as the **"LCSA Easement(s)."** The foregoing facilities installed within the LCSA Easements are collectively referred to herein as the **"LCSA Facilities."**

The LCSA Easement(s) are subject to the following conditions:

1. All LCSA Facilities which are installed in the LCSA Easement(s) shall be and remain the property of the Authority, its successors and assigns.
2. The Authority, its employees, and such other parties as expressly authorized by the Authority, shall have full and free use of the said LCSA Easement(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the LCSA Easement(s), including the right of access to and from the LCSA Easement(s) and the right to use abutting land adjoining the LCSA Easement(s) when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual surveying, construction or maintenance, and then only to the minimum extent necessary for such surveying, construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the LCSA Easement(s) deemed by it to interfere with the proper and efficient construction, operation and maintenance of said LCSA Facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as practicable to their original condition all lands or premises included within or abutting the said LCSA Easement(s) which are disturbed in any manner by the construction, operation and maintenance of said LCSA Facilities. Such restoration shall include the backfilling of

trenches, the restoration of impervious areas with gravel, standard asphalt or non-reinforced concrete, the restoration of the Permitted Fencing (as defined below in Paragraph 4(v) below), the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located outside of the LCSA Easement(s), but shall not include the replacement of pavement (other than standard asphalt and non-reinforced concrete) or the replacement of trees, structures and other facilities located within the LCSA Easement(s).

4. The Owner reserves the right to make any use of the LCSA Easement(s) which is not inconsistent with the rights herein conveyed to the Authority, and which does not interfere with the use of said LCSA Easement(s) by the Authority for the purposes named. By way of example only, and subject to the preceding sentence, such uses may include the following uses within the LCSA Easements:

- (i) constructing and maintaining roadways and parking lots;
- (ii) constructing trails, sidewalks and shared use paths;
- (iii) planting shrubs;
- (iv) installing utilities that are generally perpendicular to the LCSA Easement(s) and provide for the required vertical separation between the LCSA Facilities and the proposed utility line;
- (v) installing fencing so long as such fencing does not restrict, in any way, the Authority's ability to inspect, maintain, operate and replace the LCSA Facilities, and so long as the installation of such fencing is approved in a written letter or agreement executed by the Authority (the "Permitted Fencing"); and
- (vi) installing signs, so long as such signs do not require any foundation.

Notwithstanding Owner's rights outlined in the foregoing paragraph, Owner shall not, without the Authority's prior written approval, do any of the following within LCSA Easements:

- (i) erect or install any building, structure, dumpsters, loading docks, foundations, or footings;
- (ii) plant trees;
- (iii) install any structure or equipment that is ancillary to a utility, such as transformers, vaults, manholes, or cabinets, regardless of whether the utility is permitted to cross or be within the LCSA Easement(s);
- (iv) construct any type of ramp or overhead walkway or other above ground structure;
- (v) install parallel utility lines; or
- (vi) perform any other action that is inconsistent with the rights herein conveyed to the Authority.

In the event that Owner performs any action prohibited by this Paragraph 4, the Authority shall have the right to remove such structure or item or otherwise remedy such action taken

within the LCSA Easement(s), and seek reimbursement for such removal from Owner. The foregoing provisions shall be deemed covenants that run with the land and shall be binding upon Owner, its successors and assigns, for the benefit of, the Authority, its successors and assigns.

CONVEYANCE OF LCSA FACILITIES

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner, on behalf of itself and its successors and assigns, hereby grants and conveys, to the Authority, its successors and assigns, in fee simple, with general warranty of title, all LCSA Facilities now or hereinafter installed within the LCSA Easement(s).

SIDEWALK/TRAIL EASEMENT

THIS DEED FURTHER WITNESSETH THAT in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the County [and the Association] a public access easement and right-of-way for the purpose of constructing, using, and maintaining a sidewalk/trail over and across the Property as shown on the Plat, said easement to be used exclusively for pedestrian and non-motorized vehicular use, subject to the following terms and conditions:

1. The County [and the Association] shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise thereof and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County [or the Association] to erect any building or structure of a permanent nature on such adjoining land.

2. The County [and the Association] shall have the use of the easement free from any obstructions and shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, use, and maintenance of said easement.

3. The County [and the Association] shall have the right in its sole discretion to provide paving and to plant trees and shrubbery within the easement which shall remain the property of [the Association] [the County], its successors and assigns.

4. The construction, repair and maintenance, including snow removal, of the easement areas shall be the responsibility of the Owner [and/or the Association]. The construction, repair and maintenance of the easement areas shall not be the responsibility of the County or the Commonwealth.

PRIVATE STREET INGRESS/EGRESS EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby create and establish an easement for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, designated thereon as "_____ - _____" for the use and benefit of the lot(s) served thereby. The Owner [and/or the Association], its successors and assigns, shall be responsible for the construction, repair and maintenance, including snow removal, of the roadway within the easement. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth.

LANDSCAPE BUFFER EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, [and the Association, its successors and assigns,] a landscape buffer easement in the area shown on the Plat. The property within this easement shall not be denuded, defaced, or disturbed in any manner, or subjected to vehicular access, other than maintenance vehicles, without the prior written approval of the County [and the Association], except for required utility and storm water management installations. [Both] the County [and the Association] shall have the right to inspect and maintain any area which lies within the landscape buffer easement, and to remove any improvements or other items which are constructed or located within the landscape buffer easement in contravention of the terms stated herein. The Association shall be responsible for maintenance of this easement. The maintenance of this easement shall not be the responsibility of the County or the Commonwealth.

TREE PRESERVATION EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, and the Association, its successors and assigns, a tree preservation easement in the area shown on the Plat. Within this easement, no trees, or other foliage providing canopy coverage pursuant to any duly adopted County ordinance, shall be denuded, defaced, or disturbed in any manner, nor shall this easement area be improved with any building or structure, except for required utility and storm water management installations. Further, this easement area shall not be subject to vehicular access, other than maintenance vehicles, without the prior written approval of the County. Both the County and the Association shall have the right to inspect and maintain any area which lies within this easement, and to remove any improvements or other items which are constructed or located within this easement in contravention of the terms stated herein. The Association shall be responsible for maintenance of this easement. The maintenance of this easement shall not be the responsibility of the County or the Commonwealth.

STREET LIGHT EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the County and unto the Association, their respective successors and assigns, and does hereby dedicate to public use, easements for the purpose of constructing, operating, and maintaining supports for lights and lighting fixtures, including underground wires, conduits, and cables, ground connections, meters, manholes, handholes, transformers, transformer enclosures, concrete pads, connection boxes, and other appurtenances (collectively, the "**Street Lights**"), as may from time to time be deemed expedient or advisable, for the purpose of providing streetlighting upon the Property in the locations as more particularly bounded and described on the Plat, subject to the following conditions:

1. All improvements and facilities which are initially constructed within the easement areas shall be constructed by Owner at Owner's sole cost and expense, and shall thereafter be and remain the property of the Association, its successors and assigns.

2. The Association, its successors and assigns, shall have full and free use of the easements for the purposes named, and shall have all rights and privileges reasonably necessary for the exercise of the easements, including the right of access to and from the easement areas and the right to use adjoining land where necessary; provided however, that the right to use adjoining land shall be allowed only during periods of actual construction or maintenance of the Street Lights, and further provided, that this right shall not be construed to allow any temporary or permanent building or structure of a temporary or permanent nature to be erected on such adjoining land.

3. The Association, its successors and assigns, shall have the right to enter upon the easements for maintenance purposes, including the right to trim, cut and remove or replace trees, shrubbery, fences and structures deemed by it to interfere with the proper and efficient construction, operation or maintenance of the Street Lights, provided however, that the Association shall restore as nearly as possible, the premises to their original condition after such construction and/or maintenance, including the reseeding or resodding of the lawn, but not the replacement of structures, trees or other obstructions.

4. The maintenance and repair of the Street Lights shall be the responsibility of the Association. The construction, operation, maintenance and repair of the Street Lights shall not be the responsibility of the County or the Commonwealth.

INDIVIDUAL LOT INGRESS/EGRESS EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner does hereby create and establish, an easement for ingress and egress over and across the Property for the benefit of the owners of Lots ____ through ____, inclusive, [Section ____, Phase ____, Block ____,] _____, their successors, assigns, guests and invitees, as more particularly bounded and described on the Plat. The Owner [and/or the Association], its successors and assigns, shall be responsible for the construction, repair and maintenance, including snow removal, of the roadway within the easement. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth.

SANITARY SEWER LATERAL EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby create and establish a sanitary sewer lateral easement for the purpose of the maintenance of the sanitary sewer line over and across Lot ___, for the benefit of the owner of Lot ___, its successors and assigns.

STREET RESERVATION

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and benefits which will accrue by reason of this subdivision, Owner hereby reserves for future street dedication to the County that certain area shown on the aforesaid Plat, containing _____ acres, as "___ Reservation for future street dedication" (the "**Reservation Area**"). [Said reservation for future street dedication is hereby limited to a period of eighty-nine (89) years from the date of recordation of this instrument.] The Owner, its successors and assigns in interest, shall dedicate to the County for public street purposes at no public cost, and free and clear of all liens and encumbrances, the Reservation Area upon the request of the County at any time[during said eighty-nine (89) year period].

CSE EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and pursuant to the terms and provisions of Virginia Code Section 15.2-2241.A.6, Owner does hereby declare and establish the common and shared easements over those certain areas in the locations shown on the Plat, as "**Common Shared Easement(s)**" and as "**CSE Easement(s)**," in accordance with the terms and conditions of that certain instrument recorded among the Land Records [in Deed Book ___, at Page ___] [as Instrument Number _____].

TRUSTEES RELEASE AND SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the _____ Trustees, [as authorized to act by _____, as shown by its execution hereto,] [as authorized to act without the joinder of their secured party] do hereby release and

discharge from the lien of the _____ Deed of Trust those portions of the Property dedicated for public use, the LCSA Facilities, and Parcels _____, Section ____, Block ____, and do hereby subordinate the said lien to the easements [and reservations] herein conveyed.

TO HAVE AND TO HOLD SAID released property unto Owner, its successors and assigns, fully released and discharged from the liens and operations of the _____ Deed of Trust.

It is expressly understood that the aforementioned release shall not affect in any way the lien of the _____ Deed of Trust upon the other land conveyed thereby and not released hereby, and the _____ Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to the easements [and reservations] herein conveyed.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the _____ Trustees, [as authorized to act by _____, as shown by its execution hereto,] [as authorized to act without the joinder of their secured party] do hereby release and discharge from the lien of the _____ Deed of Trust those portions of the Property dedicated for public use, the LCSA Facilities, and Parcels _____, Section ____, Block ____, and do hereby subordinate the said lien to the easements [and reservations] herein conveyed.

TO HAVE AND TO HOLD SAID released property unto Owner, its successors and assigns, fully released and discharged from the liens and operations of the _____ Deed of Trust.

It is expressly understood that the aforementioned release shall not affect in any way the lien of the _____ Deed of Trust upon the other land conveyed thereby and not released hereby, and the _____ Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to the easements [and reservations] herein conveyed.

SUPPLEMENTARY DECLARATION

THIS DEED FURTHER WITNESSETH that the Owner, with the consent and joinder of the Trustee(s), does hereby subject Lots ____ through ____, Lots ____ through ____, and Parcels

_____ and _____, Section _____, _____, to the terms and conditions of the Declaration.

CONVEYANCE TO ASSOCIATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby GRANT AND CONVEY WITH SPECIAL WARRANTY OF TITLE unto the Association, Parcel(s) _____, _____, and _____, PHASE _____, _____, to have and to hold unto the Association, its successors and assigns.

VACATION OF COUNTY EASEMENTS

(Easements Created Pursuant To Site Plan: 15.2-2270)
(Vacation Prior To Sale Of Lot Within Subdivision; 15.2-2271)
(Vacation Following Sale Of Lot Within Subdivision; 15.2-2272)

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner, 2270&2271 [as the sole owner of the Property] 2272 [as all the owners of the lots shown on the original subdivision plat] 2272 [as all the owners of the lots immediately adjacent to the storm drainage easements and public streets being vacated] [together with the Trustee(s)], with the consent of the County, does hereby VACATE, those portions of that/those certain [Storm Drainage] easement(s) previously created by instrument recorded among the Land Records [in Deed Book _____, at Page _____] [as Instrument Number _____], as more particularly shown and depicted on the Plat as ["To Be Vacated" and] ["Hereby Vacated"] ["_____"].

CONFIRMATION OF TERMINATION OF EASEMENTS

(Existing Easements Not Depicted On Plat: §15.2-2265)

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and in accordance with the provisions of Virginia Code Section 15.2-2265, the Owner and the County do hereby acknowledge the automatic termination of portions of that/those certain easement(s)

previously created by instrument recorded among the Land Records [in Deed Book ____, at Page ____] [as Instrument Number _____], by virtue of the absence of the depiction of such easements on the Plat. For illustration, such terminated easement(s) is/are shown on the Plat as "HEREBY VACATED".

CONFIRMATION OF VACATION OF COUNTY EASEMENT

(Original Document Provides For Automatic Vacation Upon Condition Subsequent)

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the parties do hereby confirm the VACATION AND TERMINATION of that certain easement previously created by instrument recorded [in Deed Book ____, at Page ____] [as Instrument Number _____], among the Land Records, as more particularly shown and depicted on the Plat as "**Hereby Vacated.**" This vacation automatically results from the [dedication of a public street over the easement area,][construction of alternate facilities which the parties hereby acknowledge have been constructed,] as provided by the terms of the original easement.

CONFIRMATION OF TERMINATION OF EASEMENTS

(Merger Doctrine)THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner[, the Trustees] and the County do hereby acknowledge the automatic termination of portions of those certain existing [_____] easements previously granted to the County by instrument recorded among the Land Records [in Deed Book ____, at Page ____] [as Instrument Number _____], by virtue of the foregoing dedication to the County for public street purposes and pursuant to the doctrine of merger of title. For illustration, such terminated easements are shown on the Plat as "HEREBY VACATED".

AUTHORITY VACATION OF EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Authority hereby quitclaims, vacates and releases, WITHOUT WARRANTY, unto the Owner,

its successors and assigns, all of its right, title and interest in and to [those portions of] the [water main easement(s)] [sanitary sewer easement(s)] [reclaimed water main easement(s)] previously created by instrument recorded among the Land Records [in Deed Book _____ at Page _____] [as Instrument Number _____], as more particularly shown and depicted on the Plat as ["To Be Vacated" and] ["Hereby Vacated"]. ***[The following NOTE is for explanation purposes and should be deleted from the final deed: If the Owner grants a temporary water main easement, temporary sanitary sewer easement or temporary reclaimed water easement to the Authority in this Deed, then the following additional sentence shall be added: "The foregoing vacation shall not vacate any temporary easement(s) granted to the Authority in this Deed."].***

MISCELLANEOUS

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Loudoun County, Virginia, as shown by the signatures affixed to the [Deed] [Deed and Plat] [Plat], and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the Property, and the Trustees, as aforesaid.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted by the respective [partnership agreement] [charter, bylaws and action of the Board of Directors] [articles of organization, operating agreement or majority vote of the members] of the Owner and the other parties hereto.

[The Association unites herein to indicate and confirm its acceptance of all of the maintenance and other obligations assigned to or assumed by the Association under this Deed.]

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

By: _____ (SEAL)
Name: _____
Title: _____

_____(SEAL)
_____, TRUSTEE

_____(SEAL)
_____, TRUSTEE

(BENEFICIARY)

By: _____(SEAL)
Name: _____
Title: _____

_____(SEAL)
_____, TRUSTEE

_____(SEAL)
_____, TRUSTEE

(BENEFICIARY)

By: _____(SEAL)
Name: _____
Title: _____

LOUDOUN COUNTY SANITATION
AUTHORITY d.b.a LOUDOUN WATER

By: _____(SEAL)
Name: _____
Title: _____

The Foregoing Easements Are Hereby Accepted Pursuant To Virginia Code Section 15.2-1803 and the [Vacation/Termination] of the Easement[s] [Pursuant to Virginia Code Section 15.2-2270][2271][2272]] is Hereby Approved

APPROVED AS TO LEGAL FORM: BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

Assistant County Attorney

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of the LOUDOUN COUNTY SANITATION AUTHORITY d.b.a LOUDOUN WATER, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

LoudounForms\G:\COMMON\HOBBIE\B&D\LDA Review (Triage)\Templates + Instrxns\B&D Templates\B&D Webpage\Deed of Dedication, etc\2021 LCSA Revisions\DEED TEMPLATE - SUB, DEDI, ESMT, DoT, etc. with New LCSA language (rev 052621) (JSHv.F) 062821.docx
Revised 9/00
Revised 01/2001
Revised 3/1/04
Revised 7/22/04
Revised 7/08
Revised 02/15 (LCSA revisions)
Revised 5/26/21
Revised 11/16/21