Tax Map Number
0383 01 0014

SANITARY SEWER EASEMENT AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED, made this __ day of _____, 20_____, by and between the COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA, Grantor, hereinafter called "Owner" and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, Grantee, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, the Owner is the owner of that lot or parcel in Fairfax County, Virginia, identified by Tax Map Number 0383 01 0014, and being the land acquired by Owner by deed recorded in Deed Book 01148, at Page 0075, among the land records of Fairfax County, Virginia, more particularly described in said deed; and

WHEREAS, the County has declared the necessity to acquire all or part of the said land for public use, in connection with the widening or other improvement of Gravity Sewer Capacity Improvements – Tysons West, pursuant to the plans and specifications of Project WW-000034-004, as approved by the County as shown and described as "Plat Showing Sanitary Sewer Easement and Grading Agreement and Temporary Construction Easement through the property of the COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA D.B. 01148 PG 0075" on the plat prepared by Rinker Design Associates, LLC dated on September 10th, 2024 and sealed on September 18th, 2024 attached hereto and incorporated herein.

NOW, THEREFORE, that for and in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration, the receipt and sufficiency of which are

PREPARED BY / RETURN TO:
Land Acquisition Division
4th Floor, Suite 449
12000 Government Center Parkway
Fairfax, VA 22035
(BOX 15

hereby acknowledged,

I. The Owner does hereby grant and convey unto the County, its successors and assigns, a Sanitary Sewer Easement and right-of-way for the purpose of constructing, installing, operating, maintaining, adding to or altering present or future sanitary sewage lines, plus necessary inlet structures, house connections, manholes and appurtenant facilities for the collection and transmission of sewage through and across the property of the Owner, located in Fairfax County, Virginia, said property and easement being more particularly bounded and described on said plat. Said easement is subject to the following terms and conditions:

1. All sewers, manholes and appurtenant facilities which are installed in the easement and right-of-way and shall be and remain the property of the County, its successors and assigns.

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

3. The County, its agents or assigns, shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or reasonably near the easement being conveyed, deemed by it to interfere with the proper

and efficient construction, operation and maintenance of said sewers; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches, the resetting of or the replacement of any existing fences, the replacement or transplanting of any shrubbery located within said easement and the seeding or sodding of the denuded areas, but not the replacement of structures, trees, or other obstructions located within said easement.

4. The Owner reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the County for the purpose named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval by the County.

II. The Owner does hereby grant and convey unto the County, its successors and assigns, a Grading Agreement and Temporary Construction Easement and right-of-way for the purpose of establishing new grade or topography and performing construction work and related activities on, through, and across the property of the Owner, located in Fairfax County, Virginia, said property and easement being more particularly bounded and described on said plat. Said easement is subject to the following terms and conditions:

1. The County, its agents or assigns, shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement and right-of-way, including the right of access to and from the right-of-way, and the right to use land adjoining the easement where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction,

reconstruction or maintenance, and then only to the minimum extent reasonably necessary for such surveying, construction, reconstruction and maintenance , and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

2. The County, its agents or assigns shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement being conveyed, deemed by it to interfere with the proper and efficient construction and grading of the property; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the resetting of or the replacement of any existing fences, the replacement or transplanting of any shrubbery located within said easement and the seeding or sodding of the denuded areas, but not the restoration of the original grade or topography or the replacement of structures, trees or other obstructions located within said easement.

3. The Owner reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval by the County.

4. This Grading Agreement and Temporary Construction Easement shall become null and void upon completion of the project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the following signatures and seals:

COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA,
a body corporate

By: _____(SEAL)

Name: Erik Gordon

Title: Chief of Facilities Services and Capital Programs

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me in the above jurisdiction this___ day of _____, 20___, by _____, _____ of the COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA, a body corporate, on behalf of the School.

_____
Notary Public

Notary Registration Number: _____

My Commission Expires: _____

ACCEPTED on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

_____
Dennis M. Cate, Director
Land Acquisition Division

STATE OF _____:

COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me by _____ Dennis M. Cate, Director this _____ day of _____, 20___.

_____
Notary Public

Notary Registration Number: _____

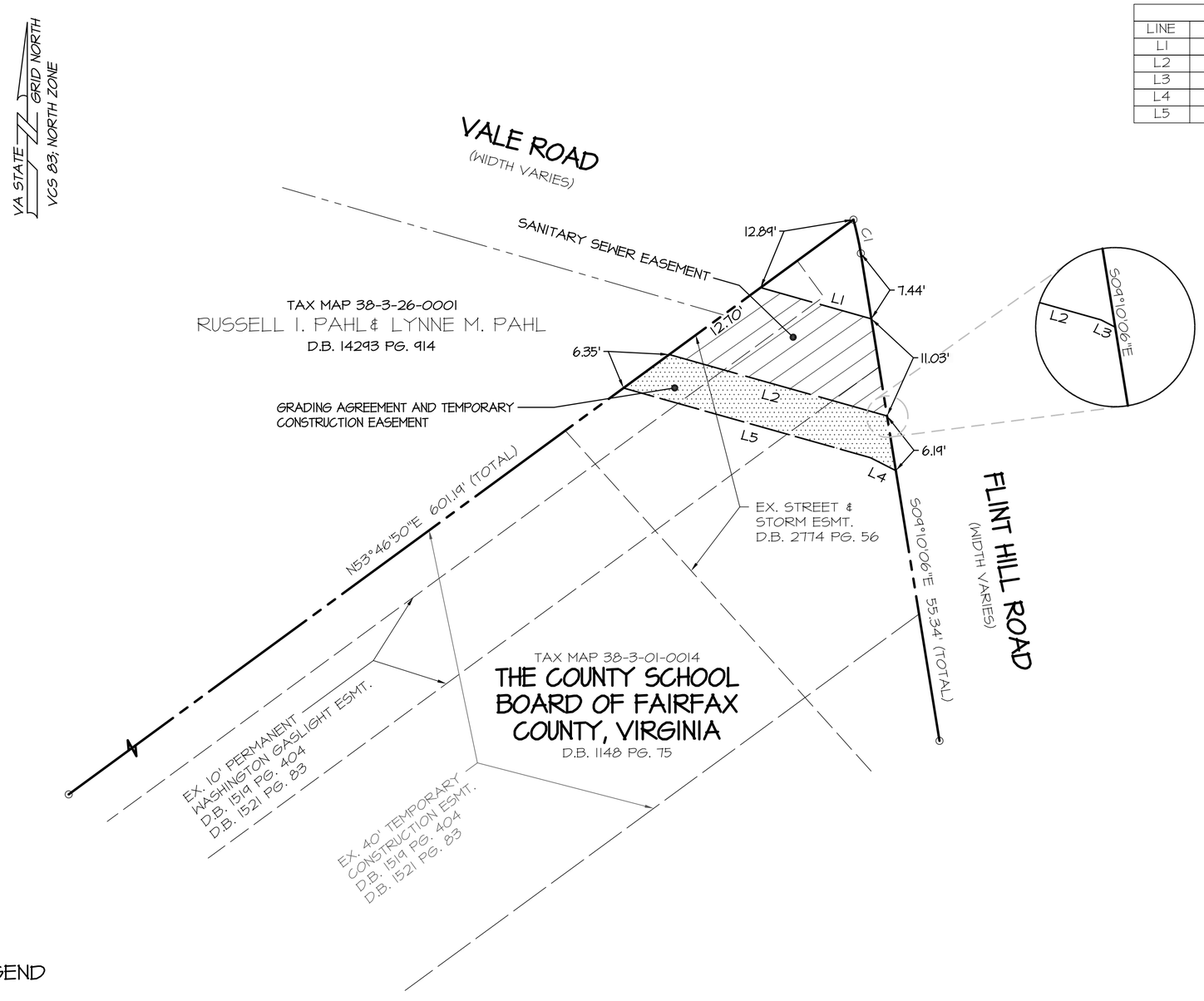
My Commission Expires: _____

APPROVED AS TO FORM:
COUNTY ATTORNEY

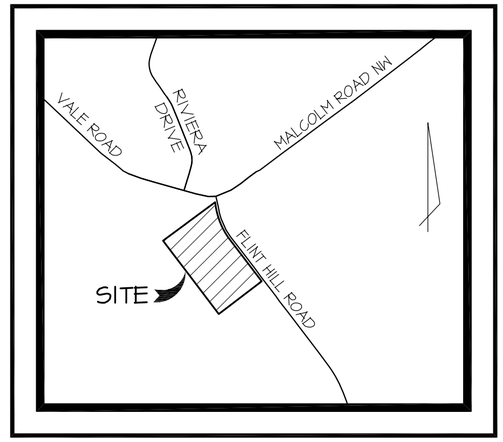
_____
Assistant County Attorney

CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CHORD	BEARING	DELTA
C1	35.00'	3.86'	1.93'	3.86'	S12°19'40"E	6°19'20"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N74°15'02"W	12.89'
L2	S74°15'02"E	25.33'
L3	S63°00'02"E	0.04'
L4	N63°00'02"W	3.20'
L5	N74°15'02"W	28.75'



TAX MAP 38-3-26-0001
RUSSELL I. PAHL & LYNNE M. PAHL
D.B. 14293 PG. 914



VICINITY MAP
SCALE: 1"=1000'

NOTES:

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY. ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND SHOWN ON THIS PLAT.

THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.

ALL PREVIOUSLY RECORDED RIGHT-OF-WAYS, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 38-3 ((01)) 14.

SEE THE ACCOMPANYING DEED TO THIS PLAT FOR INFORMATION ON USE, OWNERSHIP, MAINTENANCE, AND CONDITIONS OF EASEMENTS SHOWN.

LEGEND

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SANITARY SEWER EASEMENT

EASEMENT AREA TABULATION

SANITARY SEWER EASEMENT = 191 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT = 143 SQ. FT.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

COMMONWEALTH OF VIRGINIA
NICHOLAS KOUGOULIS
Lic. No. 3046
10/17/25
LAND SURVEYOR

PROJECT NAME: GRAVITY SEWER CAPACITY IMPROVEMENTS - TYSONS WEST
PROJECT NUMBER: WW-000034-004

FAIRFAX COUNTY, VIRGINIA
DEPARTMENT OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PARKWAY
FAIRFAX, VIRGINIA

PLAT SHOWING
SANITARY SEWER EASEMENT, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT
THROUGH THE PROPERTY OF
THE COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA
D.B. 1148 , PG. 75
HUNTER MILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SHEET 1 OF 1

SCALE: 1"=10'	DATE: 9/10/24	DRAWN BY: PJC

Rinker Design Associates, LLC
Engineering * Surveying * Land Planning * Transportation * Environmental Services
11100 Endeavor Court, Suite 200, Manassas VA, 20109 on the web @ www.rdadvll.com
Telephone: (703) 368-7373 Fax: (703) 257-5443
"Turning Challenges into Opportunities"

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