JC/RM **Project: 03386 South Lakes Dr WB @ Seahawks Dr – TS-000013-052**

Tax Map Number
0262 18 0008

DEED OF BUS STOP FACILITIES EASEMENT AND
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED, made this ____ day of _____, 2026, by and between FAIRFAX COUNTY SCHOOL BOARD, also known of record as THE COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA as 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 0262 18 0008, and being the land acquired by Owner by deed recorded in Deed Book 3967, at Page 673, 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 Bus Stop Improvements South Lakes Drive WB @ Seahawks Drive, pursuant to the plans and specifications of Project TS-000013-052, as approved by the County as shown and described as "Plat Showing Bus Stop Facilities Easement and Grading Agreement and Temporary Construction Easement through land being in the name of The County School Board of Fairfax County, Virginia Deed Book 3967, Page 673" on the plat prepared by County of Fairfax, Virginia Department of Public Works and Environmental Services, Capital Facilities, Land Survey Branch, dated on 02/03/2025 and sealed on 03/06/2025, attached hereto and incorporated herein.

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

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 hereby acknowledged,

I. The Owner does hereby grant and convey unto the County, its successors and assigns, a Bus Stop Facilities Easement and right-of-way for the purpose of constructing, installing, operating, maintaining, adding to or altering present or future Bus Stop Facilities for bus passengers, and for the purpose of constructing and maintaining a bus shelter, and/or a retaining wall, if necessary, and other related appurtenances on 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 Bus Stop Facilities and all appurtenant facilities thereto which are installed in the easement and right-of-way shall be and remain the property of the County, its successors and assigns.

2. The County, its agents or assigns, shall have the full and free use of the 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 the land adjoining the easement where necessary; provided, however, that this right to use the 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, maintenance or enjoyment of said Bus Stop Facilities and related appurtenances; 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 replacement and repair of roads, parking areas, curbs and gutters and sidewalks, the resetting of or the replacement of any existing fences and walls, the replacement of any existing utility lines (public or private), 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 make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named; provided, however, that the Owner shall not erect any building or structure on the easement without the prior written approval by the County.

5. The parties hereto agree that the Easement is subject to the following conditions and reservations:

a. Owner intends that this Easement is for the limited purpose to permit the County the right of access to construct, reconstruct, maintain, operate and add to or alter, if appropriate, the Bus Stop Facilities and related appurtenances, if any, located on the Owner's land as a surface easement with subsurface footings and/or retaining walls, if any, and not for general public street purposes or dedication; and

b. Owner further reserves the right to construct and maintain present or

future roadways, driveways, parking areas, entrances, sidewalks and walkways, curbs and gutters, utility easements and rights-of-way (public or private), traffic controls, parking lot lights, poles and fixtures and signs, over, under, or upon the same land area of said easement and to make other use of the easement areas, which may not be inconsistent with the limited use surface easement herein created; and

c. Said ingress and egress is subject to any existing public and private utility easements and lines, and private ingress and egress easements herein, heretofore, or hereinafter granted.

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.

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WITNESS the following signatures and seals:

FAIRFAX COUNTY SCHOOL BOARD, also known of record as THE 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 _____, 2026 , by Erik Gordon, Chief of Facilities Services and Capital Programs **of the FAIRFAX COUNTY SCHOOL BOARD, also known of record as 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: _____