TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

ORDINANCE

JULY 28, 2026

Ordinance- **to approve an Encroachment Agreement with AM Worldgate Owner, LLC, owner of real property known as Fairfax County Map 0161 30 B, (Worldgate Property), to permit the encroachment of stormwater ponding backup and overland relief resulting from development of the Worldgate Property in accordance with site plan MJP24-02, over a portion of Town owned property known as Chandon Park containing 7.9144 acres, located at 900 Palmer Drive, Herndon, Virginia, in the southwest corner of the intersection of Palmer Drive and Herndon Parkway, known as Fairfax County Map 0161 19 D1.**

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia that:

1. The Town Council approves an Encroachment Agreement to permit AM Worldgate Owner, LLC (Worldgate) to install and maintain a retaining wall on Worldgate Property causing temporary inundation, stormwater ponding backup and overland relief flow to encroach on Town owned property at Chandon Park.

2. Chandon Park is currently subject to some temporary inundation, stormwater ponding backup and overland relief flow. The construction of the retaining wall on the Worldgate Property will increase the level of temporary inundation, stormwater ponding backup and overland relief flow for a 100-year rain event on the Town property.

3. Worldgate has agreed to pay a one-time fee of $16,012.00 as consideration for the right to use the Town property.

4. The mayor is authorized to sign and deliver the Encroachment Agreement and any instrument necessary to evidence or effectuate the Encroachment Agreement, provided they are consistent with this ordinance and on such form approved by the Town Attorney.

5. This ordinance shall be in effect on and after the date of its adoption.

A Copy – Teste:

Margie C. Tacci
Deputy Town Clerk

TOWN OF HERNDON, VIRGINIA 1879

26-O-18

MOTION: del Aguila
SECOND: Garcia
RE: Ordinance 26-O-18
ACTION: Adopted

Votes

Ayes: del Aguila, Garcia, Hedrick, Lloyd, Reyes, Mayor LeBlanc
Nays: None
Absent from Vote: Alam
Absent from Meeting: Alam

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made this 20th day of August, by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation (**"Town"**), Grantor and Grantee; and AM WORLDGATE OWNER, L.L.C., a Delaware limited liability company, its successors and assigns (**"Worldgate"**), Grantee.

W I T N E S S E T H:

WHEREAS, the Town is the fee owner of certain property upon which the Town has established a public park named Chandon Park containing approximately 7.9144 acres identified with Fairfax County Tax Map No. 016-1-19-D1 (**"Town Property"**) having acquired the property by virtue of deeds recorded in Deed Book 3788, at Page 169 and Deed Book 4490, at Page 564, among the land records of Fairfax County (**"Land Records"**), as further depicted on that plat dated June 22, 2026 entitled "Plat Showing Encroachment of Stormwater Ponding Backup and Overland Relief on the Property of the Town of Herndon, Virginia" and prepared by Urban, Ltd. of Chantilly, Virginia attached hereto and incorporated herein (**"Plat"**); and

WHEREAS, the Town Property has been improved with public amenities including asphalt walking trails, tennis courts, playground equipment, a baseball diamond, dog park and asphalt paved parking areas, all of which are open to the public to enjoy (**"Park Improvements"**); and

WHEREAS, Worldgate is the owner of certain real property south and adjacent to the Town Property, referred to as "Parcel B" ("**Worldgate Parcel**") in the Deed of Subdivision, Dedication, Easement, and Vacation (the "**Deed of Subdivision**") dated April 15, 2026 and recorded at Deed Book 28674, Page 504 among the Fairfax County Land Records (the "**Land Records**"), and plat numbered R.P. 2024-101 dated July 25, 2024 entitled "Record Plat Showing Subdivision, Dedication of Right-of-Way and the Creation and Vacation of Various Easements Worldgate Town of Herndon" and prepared by Urban, Ltd. of Chantilly, Virginia, attached to the Deed of Subdivision and appearing beginning at Deed Book 28674, Page 517 among the Land Records; and

WHEREAS, the Worldgate Parcel is subject of a Town land use development application for the redevelopment of the Property with single-family attached and multi-family residential uses (**"Project"**) identified as ZMA #22-02, 13100 and 13500 Worldgate Drive, approved by the Town Council March 26, 2024 (**"Application"**), and associated Major Site Plan prepared by Urban Ltd., identified as MJP24-02 (**"Plan"**); and

WHEREAS, the Plan includes the construction of a retaining wall along a portion of the Worldgate Parcel's northern property line, adjacent to the Town Property and includes an opening for the passage of stormwater from the Town Property on and over the Worldgate Parcel where it will eventually be carried off-site as depicted on Sheet 03A of the Plan (**"Retaining Wall"**); and

WHEREAS, the topography of the Town Property includes a natural drainage channel that has been improved with a cement culvert in order to create passage for an asphalt walking trail from a paved parking lot across the channel to access the tennis courts and dog park on the

Town Property, all as shown on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, in its existing condition, the Town Property is currently subject to some temporary inundation, stormwater ponding backup and overland relief flow according to the hydraulic analysis shown on Sheet 20C of the Plan as "EX. 10-YEAR WSE=379.73 EXTENT OF PONDING" and "EX. 100-YEAR WSE=380.57 EXTENT OF PONDING" and includes an area as shown on the Plat as "Area of Existing 100-Year Stormwater Ponding Backup 10,691 S.F. or 0.24543 Acres".

WHEREAS, the construction of the Retaining Wall on the Worldgate Parcel will increase the level of temporary inundation and stormwater ponding backup on the Town Property for a 10-year rain event and increase the temporary inundation, stormwater ponding backup and overland relief flow for a 100-year rain event on the Town Property according to the hydraulic analysis shown on Sheet 20B of the Plan as "PROP. 10-YEAR WSE=380.82 EXTENT OF PONDING" and "PROP. 100-YEAR WSE=382.06 EXTENT OF PONDING" (the **"Encroachment"**); and

WHEREAS, the full extent of the 100-year rain event on the Town Property includes and area shown on the Plat as "Area of Proposed 100-Year Stormwater Ponding Backup and Overland Relief 25,621 S.F. or 0.58819 Acres" (**"Encroachment Area"**); and

WHEREAS, the Parties enter into this Agreement to set forth the terms and conditions upon which Worldgate will be permitted to construct, install and/or place the Retaining Wall located on the Worldgate Property in the location depicted on the Plan whereby causing the Encroachment upon the Town Property and the mitigation of any damage to Town Property as a result of the increase to such temporary inundation, stormwater ponding backup and overland relief flow in the Encroachment Area.

NOW, THEREFORE, in consideration of the above recitals, the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals set forth at the outset of the Agreement are incorporated herein and made a part of the Agreement.

2. **Encroachment.**

2.1. Installation of Retaining Wall. Following approval of the Plan in accordance with all applicable Town development requirements, the Town hereby agrees to permit Worldgate to construct the Retaining Wall in the location depicted on the Plan, and in accordance with the Plan as finally approved by the Town and all development requirements imposed or applicable in connection therewith. Worldgate shall keep the Retaining Wall in good repair and comply with all applicable local, state, and federal stormwater regulations.

2.2. Grading and Temporary Construction on Town Property. The Town hereby agrees to grant Worldgate a right of entry on the Town Property shown on Sheets 9 and 10 of the Plan that depicts an area of disturbance on Town Property for grading and temporary construction access for the

construction of the Retaining Wall and proposed bridge abutment. Worldgate hereby agrees that it and its agents or contractors will not use Town Property as a staging or lay down area unless a separate agreement is entered into between the Parties. No other grading on the Town Property or in the Encroachment Area shall be permitted. Worldgate, at its own expense, shall restore to its original condition, as nearly as practical, any of the Town Property disturbed by the grading and construction of its improvements pursuant to the Plan. Such restoration shall include reseeding or sodding, the replacement or repair of any pavement which has been disturbed, any appropriate backfilling of trenches, the reinstallation of any fence removed, and the planting of any shrubs or trees removed or destroyed by Worldgate.

2.3. Alteration, Removal or Disturbance by the Town. The Town hereby agrees that following the construction of the Retaining Wall as permitted by Section 2.1 the Town shall not alter, remove, or disturb the Encroachment Area except as specifically provided in the Agreement.

2.4. Restoration of Town Property. Worldgate acknowledges that the Encroachment Area contains improvements including a culvert and asphalt trail, and Worldgate also acknowledges that the Town Property contains other Park Improvements adjacent to and in the immediate vicinity of the Encroachment Area. Following construction of the Retaining Wall as permitted by Section 2.1, Worldgate, at its own expense, shall restore to its post-development condition as shown on the Plan, as nearly as practical, any of the Town Property or Park Improvements disturbed or damaged to the extent of the Encroachment. Such restoration shall include reinstallation of trees, reseeding or sodding, the replacement or repair of any culvert, pavement, fencing, or other Park Improvements, and also include the removal of trash or debris that may have accumulated in the Encroachment Area as a result of the stormwater ponding and overland relief. Worldgate shall not take any action on Town Property under this Section 2.4 without first submitting a restoration or repair plan for review and approval by the Town.

Town shall promptly notify Worldgate of any observed damage to Town Property or Park Improvements resulting to the extent of the Encroachment. Within 15 days following the date of receipt of the notice from the Town, Worldgate shall submit a restoration or repair plan for review and approval by the Town, and, following the approval by the Town, proceed with the restoration or repairs for which Worldgate is expressly responsible under this Agreement in a timely manner, but shall not exceed 90 days unless agreed to in writing by the Town. If Worldgate fails to proceed with such restoration or repairs in a timely manner or if the Town determines in the interest of public safety that such restoration or repairs must be attended to immediately, and the Town performs work of any nature or expends any funds to restore, replace or repair Town Property or Park Improvements, Worldgate shall reimburse the Town

within 10 days of receipt of notice of demand for payment of all associated costs incurred by the Town in this work to the extent such work is required to the extent of the Encroachment. If such reimbursement is not made within the ten-day period, interest shall accrue on the sum due at the legal rate of interest, and the Town shall be entitled to recover from Worldgate Town's reasonable attorney's fees in pursuing recovery of the sums due to the Town.

2.5. Expansion or Relocation of Encroachment Area. Worldgate shall not take any action on the Worldgate Parcel to cause an expansion or relocation of the Encroachment Area on Town Property without first obtaining the written consent of the Town which may be granted, conditioned, or withheld in the Town's sole discretion. The Town may request any information or documentation it deems necessary to evaluate the impact of the requested expansion or relocation action. In addition to any substantive conditions imposed by the Town, Town approval of any expansion or relocation may be conditioned upon an amendment to this Agreement.

3. **Payment to the Town.** Worldgate shall pay the Town a one-time fee of $16,012.00 for consideration for the right to use the Town Property for the Encroachment which is due upon the signing of this Agreement.

4. **Retainage of Rights by the Town.** The Town retains all rights of ownership, use, full and free access and maintenance of the Encroachment Area including but not limited to the right to construct, maintain, repair, or remove Park Improvements, utilities, trails, fences, landscaping, trees and other improvements and make any lawful use of the Encroachment Area consistent with its function as a public park provided that such activities do not materially obstruct or diminish the stormwater conveyance, temporary storage or flowage capacity through the Encroachment Area, Worldgate shall have no right to construct any fence or other structure, or install landscaping or other screening upon the Town Property or Encroachment Area, or perform any grading except as shown in the approved Plan.

5. **Indemnification.**

5.1. Responsibility for Costs, Repairs or Replacement. Worldgate hereby assumes responsibility for all costs for repairs or replacement of the Retaining Wall (except to the extent caused by the Town or its agents or contractors) and agrees to defend, hold harmless and indemnify the Town, its employees and agents from any and all third party claims attributable to property damage or bodily injury to the extent such claims result from or arise out of Worldgate's negligence in proceeding with its express obligations under this Agreement relative to constructing, maintaining and restoring the Retaining Wall. Notwithstanding the foregoing, Worldgate shall not be liable for any consequential, punitive, special, or incidental damages or losses arising from or in connection with this Agreement.

5.2. No Town Liability for Damages or Injuries. Except to the extent caused by the negligence of the Town or its agents or contractors, the Town accepts no responsibility for damages or injuries incurred by Worldgate or third parties involving the Encroachment and no responsibility or liability for conditions with the Encroachment Area. Worldgate accepts the Encroachment Area as is and the Town makes no representations or warranties regarding its condition, suitability, or safety. Subject to the preceding sentence and the provisions of Section 5.1 above, the Town shall not be liable for any loss, damage, or injury to Worldgate, its Retaining Wall, or any third party arising out of the presence, use, or behavior of stormwater with the Encroachment Area.

6. **Insurance.** Worldgate shall maintain or cause to be maintained commercial general liability insurance with limits not less than $2,000,000.00 per occurrence and $2,000,000.00 aggregate. All required insurance coverage must be obtained from insurers authorized to do business in the Commonwealth of Virginia and acceptable to Owner. The insurers must have a rating of "A-" (financial strength) in the latest edition of the A.M's Best Company's Insurance Reports. The Town is to be named as an additional insured. A thirty (30) day written notice of cancellation or non-renewal shall be furnished. Evidence of coverage shall be provided upon request.

7. **Rights and Obligations to Run with the Land.** This Agreement shall be recorded among the Land Records. The rights and obligations set forth herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and beneficiaries. Any conveyance of title to any part of the Worldgate Parcel is, except as otherwise set forth herein, subject to the provisions of this Agreement, and any transferee of any interest in the Worldgate Parcel is deemed to have agreed, by acceptance of such interest, to be bound by all of the provisions of this Agreement. It is expressly agreed that the terms of this Agreement shall be binding upon and inure to the benefit of any property owner's association formed under Virginia Nonstock Corporation Act, Section 13.1-801. *et seq.* of the Code of Virginia, and in accordance with the Virginia Property Owners' Association Act, Section 55.1-1801 *et seq.* of the Code of Virginia) that shall acquire by any means (including but not limited to deed or declaration of covenants), any ownership interest or maintenance duty with respect to the Encroachment, regardless of whether the Encroachment is defined as a common element, common area, or otherwise.

8. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be made by hand delivery, or overnight courier service or by certified mail, postage prepaid, return receipt requested, addressed to each respective party at the address set forth below, and shall be considered to have been effectively given as of the date of hand delivery, as of the date specified for delivery if by overnight courier, or as of three (3) business days after the date of mailing by certified mail, as the case maybe. The Parties shall have the right to designate a different recipient and address for the receipt of notices, in accordance with this Section 8.

Any notice to Worldgate shall be sent to:

Matthew Bonifant, VP Development
BXP, Inc.
901 New York Ave., Suite 600E
Washington, DC 20001

With a copy to:

Yuchong McDonough, SVP and Regional General Counsel
BXP, Inc.
901 New York Ave., Suite 600E
Washington, DC 20001

Any notice to the Town shall be sent to:

Dan Hoffman, Town Manager
Town of Herndon, Virginia
777 Lynn Street
Herndon, VA 20170

With a copy to:

Lesa J. Yeatts, Town Attorney
Town of Herndon, Virginia
777 Lynn Street
Herndon, VA 20170

9. **Termination by the Town.** The Town may unilaterally terminate the Agreement as follows:

9.1. Upon 60 days' written notice if: (a) the Application or Plan is revised by Worldgate such that the Encroachment is no longer necessary; or (b) final site plan approval, if granted by the Town, expires or becomes null and void in accordance with Sec. 70-203(e) of the Town Code prior to construction of the Retaining Wall.

9.2. The Town shall have the power and authority to execute and record a written instrument evidencing termination under this section with the signature and consent of Worldgate.

10. **Reservation of Town Rights.** This Agreement is not a development approval, and nothing in this Agreement shall: (a) confer any approval of the Plan or any component thereof; or (b) impose upon the Town, or alter or relieve Worldgate from its obligations in connection with the construction of the Project pursuant to the Plan including those obligations set forth in associated bonding documents to be submitted by Worldgate. Worldgate acknowledges that if final Town development approvals result in any material change in the location of the Retaining Wall or the Encroachment, an amendment to this Agreement will be required.

11. **General Provisions.**

11.1. Term. This Agreement shall remain in full force and effect so long as the

Encroachment, or any portion thereof, remain in the locations depicted on the Plat, as it may be amended from time to time.

11.2. Amendment. This Agreement may be terminated in accordance with Section 9 hereof but may be amended only by an instrument in writing executed by both Parties, or their successors with respect to the Town Property, the Worldgate Parcel, and the Encroachment.

11.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the Parties and their respective successors and/or assigns. The Parties further agree that any dispute that may occur as a result of the terms of this Agreement will be resolved in the Fairfax County Circuit Court or the Fairfax County General District Court. In the event of such dispute, each party shall be responsible for its own attorney's fees and costs incurred as a result of such dispute.

11.4. No waiver of Sovereign Immunity. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement, nor any action taken by the Town pursuant to this Agreement, nor any document that arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Town, or of its elected and appointed officers and officials, employees. contractors and agents.

11.5. Authority. The signatories of this Agreement affirm that they have the authority to execute this Agreement.

11.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

AM WORLDGATE OWNER, LLC
a Delaware limited liability company

By: ABXP WORLDGATE INVESTMENTS LLC,
a Delaware limited liability company

By: BXP WORLDGATE MEMBER LLC,
a Delaware limited liability company, its managing member

By: BOSTON PROPERTIES LIMITED PARTNERSHIP,
a Delaware limited partnership, its managing member

By: BXP, Inc., a Delaware corporation, its general partner

By: _____
Name: Peter V. Otteni
Its: EVP, Co-Head of the Washington, DC Region

DISTRICT OF COLUMBIA
~~COMMONWEALTH OF VIRGINIA~~
~~COUNTY OF~~ _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Peter V. Otteni as EVP, Co-Head of the Washington, DC Region of BXP, Inc., a Delaware corporation, the general partner of Boston Properties Limited Partnership, a Delaware limited partnership, the managing member of BXP Worldgate Member LLC, a Delaware limited liability company, the managing member of ABXP Worldgate Investments LLC, a Delaware limited liability company, the sole member of AM WORLDGATE OWNER, LLC, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 7th day of July, 2026.

Sarah Alicia Johnson
Notary Public

My Commission Expires: 10/14/26
My Notary Registration Number: N/A

Sarah Alicia Johnson
NOTARY PUBLIC
District of Columbia
My Commission Expires 10/14/2026

SARAH ALICIA JOHNSON
NOTARY PUBLIC
DISTRICT OF COLUMBIA
COMMISSION EXPIRES OCT. 14, 2026

TOWN OF HERNDON, VIRGINIA

By _____
Keven J. LeBlanc, Jr., Mayor

TOWN OF HERNDON, VIRGINIA 1879

ATTEST

_____
Deputy Town Clerk

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Keven J. LeBlanc, Jr., as Mayor of the Town of Herndon, Virginia, a Virginia municipal corporation, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 20th day of August, 2026.

_____
Notary Public

My Commission Expires: Aug. 31, 2028

My Notary Registration Number: 295189

Margarita C. Tacci
Commonwealth of Virginia
Notary Public
Commission No. 295189
My Commission Expires 8/31/2028

APPROVED AS TO FORM:

_____
Deputy Town Attorney

Exhibit A

Chandon Park (2025 Imagery)





Legend

- Parcels

Notes:

Town of Herndon, Owner
Tax Map 0161 19 D1
900 Palmer Drive

Map produced: 3/30/2026

0 0.07 0.1 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

NOTES

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON FAIRFAX COUNTY TAX ASSESSMENT MAP 016-1-19-D1 AND IS CURRENTLY ZONED PD-R.
2. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY OF THIS PROPERTY PERFORMED BY URBAN LTD, DATED NOVEMBER 17, 2022. BEARINGS AND NORTH ARROWS SHOWN ARE REFERENCED TO THE VIRGINIA STATE GRID, NORTH ZONE, NAD 83 DATUM.
3. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICES TO BE FURNISHED TO THE PROPERTY MUST COMPLY WITH THE PROVISION OF §15.2-2241(6) OF THE VIRGINIA CODE.
4. THE BOUNDARY SURVEY OF THE LANDS DELINEATED HEREON MEETS THE MINIMUM ERROR OF CLOSURE OF 1 IN 20,000.
5. ALL PREVIOUSLY RECORDED RIGHT-OF-WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY AND THE TOWN OF HERNDON REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
6. THE APPLICATION IS ASSOCIATED WITH TOWN PLAN #MJP24-02.
7. THERE ARE NO KNOWN BURIAL SITES OR EXISTING GRAVES FOUND ON THIS SITE.
8. THERE ARE NO HAZARDOUS OR TOXIC SUBSTANCES ON THIS SITE. IF ANY SUBSTANCES ARE FOUND, THE METHODS FOR DISPOSAL SHALL ADHERE TO COUNTY, STATE, OR FEDERAL LAW.

SURVEYOR'S CERTIFICATE

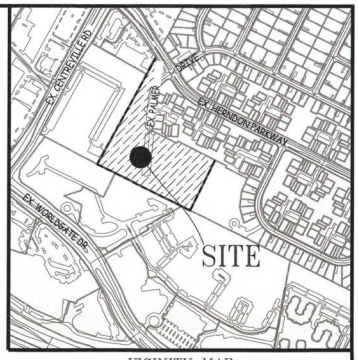
I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT SHOWING ENCROACHMENT OF STORMWATER PONDING BACKUP AND OVERLAND RELIEF, THAT THE PROPERTY IS IN THE NAME OF THE TOWN OF HERNDON, AS RECORDED IN DEED BOOK 3788 AT PAGE 169, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THE LAND EMBRACED BY THIS SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS ACCURATE SURVEY OF THE SAME AND THE PROPERTIES SHOWN HEREON. GIVEN UNDER MY HAND AND SEAL THIS 22nd DAY OF JUNE, 2026

OWNER:
THE TOWN OF HERNDON
777 LYNN STREET
HERNDON VA 20170

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No 1987
6/22/26
LAND SURVEYOR

VCS 1983 NORTH ZONE
N



VICINITY MAP
SCALE: 1"=500'

LINE DATA FOR AREA OF PROPOSED 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF

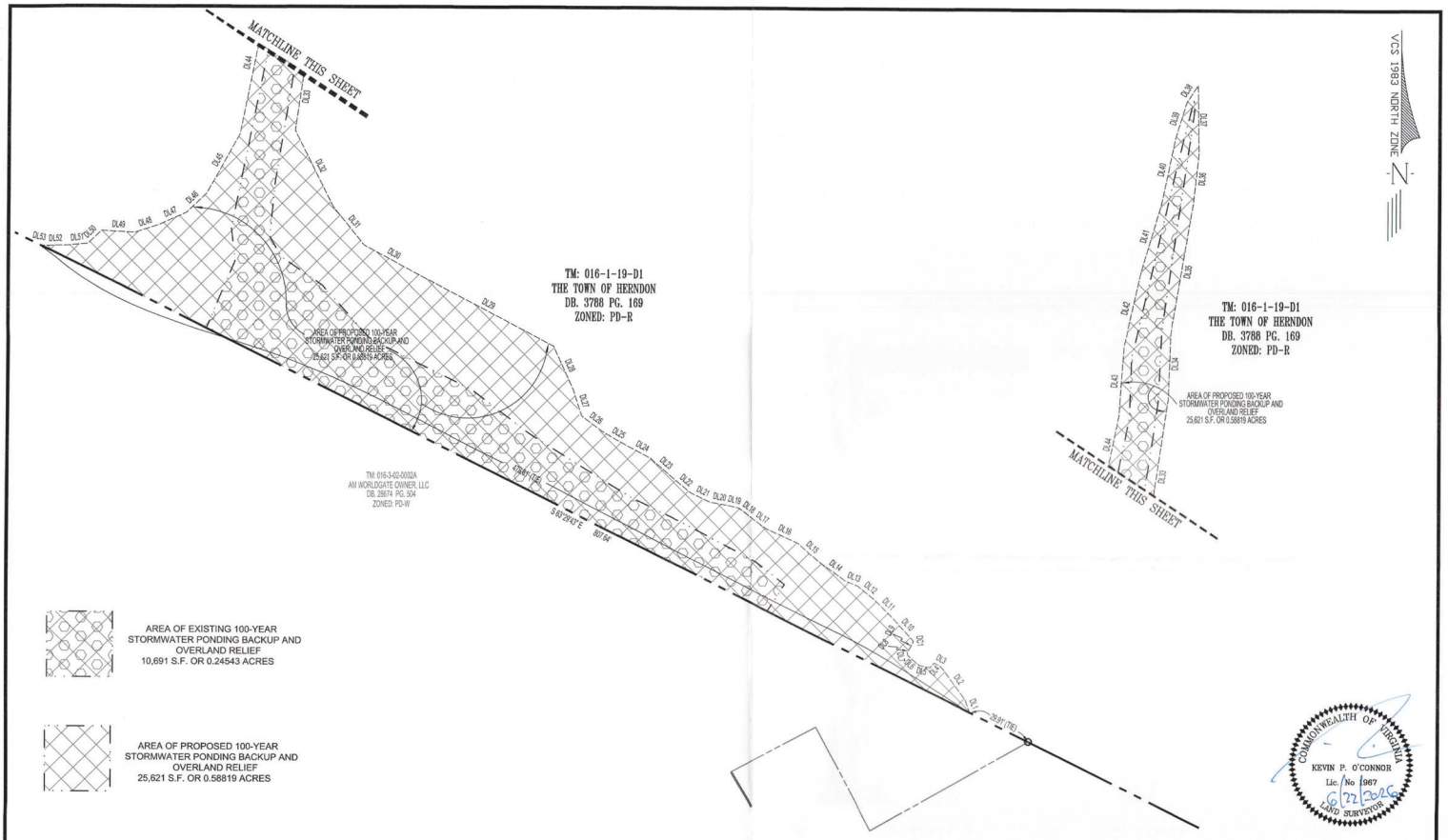
LINE	BEARING	DISTANCE
DL1	N 20°08'39" W	6.30'
DL2	N 36°16'27" W	18.46'
DL3	N 60°16'19" W	3.86'
DL4	S 38°35'11" W	2.80'
DL5	N 78°05'02" W	5.35'
DL6	N 48°37'40" W	6.85'
DL7	N 10°27'49" W	1.79'
DL8	N 40°02'39" E	1.59'
DL9	N 29°07'30" E	3.27'
DL10	N 41°50'19" W	13.57'
DL11	N 44°46'19" W	11.65'
DL12	N 50°48'33" W	9.94'
DL13	N 68°16'06" W	6.13'
DL14	N 52°55'26" W	15.81'
DL15	N 48°06'46" W	12.18'
DL16	N 66°26'47" W	16.03'
DL17	N 55°07'04" W	9.06'
DL18	N 52°52'46" W	7.10'
DL19	N 76°58'40" W	5.82'
DL20	N 80°14'36" W	6.01'
DL21	N 64°33'13" W	9.93'
DL22	N 50°25'16" W	10.46'
DL23	N 48°50'06" W	13.88'
DL24	N 62°09'51" W	11.55'
DL25	N 60°28'39" W	13.56'
DL26	N 53°38'56" W	11.85'
DL27	N 18°01'36" W	12.43'
DL28	N 24°32'37" W	22.21'
DL29	N 62°21'49" W	70.86'
DL30	N 61°42'49" W	27.70'
DL31	N 38°59'40" W	22.48'
DL32	N 25°43'33" W	39.44'
DL33	N 06°09'11" E	71.93'
DL34	N 01°46'57" E	29.18'
DL35	N 09°32'17" E	60.94'
DL36	N 06°09'14" E	22.79'
DL37	N 00°57'21" W	31.81'
DL38	S 32°22'45" W	9.75'
DL39	S 17°04'02" W	16.82'
DL40	S 11°43'15" W	30.88'
DL41	S 16°22'20" W	33.01'
DL42	S 12°41'21" W	35.01'
DL43	S 03°49'04" W	31.96'
DL44	S 11°20'10" W	65.67'
DL45	S 29°18'42" W	30.91'
DL46	S 46°00'46" W	13.02'
DL47	S 65°19'58" W	13.67'
DL48	S 72°04'18" W	11.87'
DL49	N 86°44'45" W	15.33'
DL50	S 46°05'35" W	8.53'
DL51	S 84°48'40" W	9.36'
DL52	S 89°09'07" W	10.81'
DL53	N 76°58'46" W	1.92'

CURVE DATA FOR AREA OF PROPOSED 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
DC1	1.44'	1.32'	52°33'55"	N 06°18'37" W	1.27'	0.71'

PLAT SHOWING
ENCROACHMENT OF STORMWATER
PONDING BACKUP AND OVERLAND
RELIEF
ON THE PROPERTY OF
THE TOWN OF HERNDON
DEED BOOK 3788 PAGE 0169
TOWN OF HERNDON
FAIRFAX COUNTY, VIRGINIA
SCALE: N/A DATE: JUNE 22, 2026

urban
Urban, Ltd.
4200 D Technology Court
Chantilly, Virginia 20151
Tel. 703.642.2306
www.urban-ltd.com
Planners · Engineers · Landscape Architects · Land Surveyors



AREA OF EXISTING 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF
10,691 S.F. OR 0.24543 ACRES

AREA OF PROPOSED 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF
25,621 S.F. OR 0.58819 ACRES

TABULATION

AREA OF PROPOSED 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF	25,621 S.F. OR 0.58819 ACRES
- AREA OF EXISTING 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF	10,691 S.F. OR 0.24543 ACRES
ADDITIONAL AREA OF 100-YEAR STORMWATER PONDING BACKUP AND OVERLAND RELIEF	14,930 S.F. OR 0.34276 ACRES

0 30 60 90
GRAPHIC SCALE 1"=30'

TM: 016-3-02-0002B
WESTERLY AT WORLDGATE OWNER, LLC
DB. 25538 PG. 1382
ZONED: PD-W

COMMONWEALTH OF VIRGINIA
KEVIN P. O'CONNOR
Lic. No 1967
6/22/2026
LAND SURVEYOR

PLAT SHOWING
ENCROACHMENT OF STORMWATER PONDING BACKUP AND OVERLAND RELIEF
ON THE PROPERTY OF
THE TOWN OF HERNDON
DEED BOOK 3788 PAGE 169
TOWN OF HERNDON
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"= 30' DATE: JUNE 22, 2026

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