

LAND ACQUISITION AGREEMENT

THIS LAND ACQUISITION AGREEMENT (“Agreement”) is made and entered into this 13th day of February, 2026, by and between the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “County”) and **WILLOWSFORD CONSERVANCY**, a Virginia non-stock corporation (hereinafter referred to as “Grantor”). The County and Grantor being collectively referred to as the “Parties.”

RECITALS

R-1. County is acquiring easements for the Route 50 and Everfield Drive roundabout in Loudoun County, Virginia (the “Project”); and

R-2. Grantor is the owner of certain real property known as PIN 244-45-3850-000, (the “Property”) as shown on plat titled “EASEMENT PLAT SHOWING CREATION OF VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT PARCEL 1” dated July 22, 2024, and revised through February 7, 2025, prepared by The Engineering Groupe, Inc. The plat is attached hereto and incorporated by reference as **Exhibit 1**; and

R-3. County, in order to complete the Project, must acquire an easement from Grantor for public street purposes which is located on the Property, said acquisition being under the threat of eminent domain; and

R-4. Specifically, the County needs to acquire the following property from Grantor:

A. 1,069 square feet (SF) of the Property for a temporary construction easement.

R-5. The parties agree that the total compensation for the easement shown on the plat attached as **Exhibit 1**, all costs, including but not limited to sod replacement, and other improvements, if any, shall be Five Thousand Two Hundred Dollars (**\$5,200.00**) to be paid to the Grantor, in cash or equivalent, upon receipt, final settlement, and recordation of the deed. The breakdown of the total compensation package is outlined below in recitals R-6, R-7, and R-8.

R-6. The compensation portion for the property interests acquired across the Property shall be Seven Hundred Fifty-Five Dollars (\$755.00).

R-7. The compensation portion for sod replacement shall be One Thousand Four Hundred Twenty-Two Dollars and is broken down as follows based on a quote by Down to Earth Landscaping: $\$1.33 \times 1,069 \text{ SF} = \$1,422.00$.

R-8. The compensation portion for Administrative Settlement shall be Three Thousand Twenty-Three Dollars (\$3,023.00)

NOW, THEREFORE, County and Grantor, for and in consideration of the mutual promises and covenants hereinafter contained, hereby agree as follows:

1. The above recitals are made a binding part of this Agreement.
2. The Parties agree the County shall pay to Grantor the following compensation as full and final payment for the easement shown on the plat attached as **Exhibit 1**, all costs, if any, and attorney's fees and costs:

Five Thousand Two Hundred Dollars (**\$5,200.00**) in full and final payment. This **\$5,200.00** shall hereinafter be called the "Funds".

3. Grantor represents to the County that the entire amount of compensation set forth above shall be paid to the Grantor.
4. Grantor, by the execution of this Agreement, acknowledges that the plans for the Project as they affect the Property have been fully explained to Grantor, or their authorized representative.
5. Grantor shall execute a Deed of Easement in connection with settlement on this Agreement granting the easement stated herein which shall be free of any liens, including liens by deeds of trust.
6. Settlement shall be conducted on or before 60 days from the date of this Agreement unless the Parties agree in writing to an earlier settlement date. Settlement shall be accomplished by mail and through the delivery of the recordable Deed and any other required documents. The County will pay all of the costs of settlement. Upon receipt and recordation of the Deed, the County shall tender a check payable to Grantor in the amount of the Funds, to be hand-delivered or mailed to Willowsford Conservancy.
7. The Parties agree there have been no other promises, consideration or representations made which are not set forth in this Agreement. The Funds to be paid by the County represent the value of the land, or interests therein, and all damages to the remaining property, if any. Grantor agrees that no further compensation shall be due to the Grantor from County for the acquisition of the property interests described herein and all damages to the residue, if any. Nothing in this paragraph shall waive any action for damages for trespass on lands not conveyed pursuant to this Agreement.
8. Any notice that a party to this Agreement is required or may desire to give the other party shall be in writing and addressed as provided below. Notices shall be deemed made and complete when personally delivered; mailed by United States registered or certified mail, return-receipt requested; or sent by a commercial overnight delivery service to:

GRANTOR:

Willowsford Conservancy
41025 Willowsford Lane
Aldie, Virginia 20105-5803

or to such other address or contact person as Grantor may direct in writing.

COUNTY: Board of Supervisors of Loudoun County
Attention: County Attorney
1 Harrison Street, SE, 5th Floor
PO Box 7000
Leesburg, Virginia 20177-7000

Copy to: Office of Real Property Asset Management and Planning
106 Catoctin Circle, SE, 2nd Floor
PO Box 7000
Leesburg, Virginia 20177-7000

or to such other address or contact person as County may direct in writing.

9. The Parties agree that each has consulted with an attorney, or had the opportunity to consult with an attorney, to participate in the drafting, negotiation, and/or review of this Agreement. In the event an ambiguity or question of intent, construction or interpretation arises as to this Agreement, no presumption, burden of proof or rule of construction shall apply favoring or disfavoring either party by virtue of the authorship of any part of the Agreement.
10. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising from or relating to this Agreement shall lie in the courts of Loudoun County, Virginia.
11. This Agreement shall not merge with the deed upon transfer of the easement to the County but rather, this Agreement shall survive and remain enforceable by the Parties.
12. This Agreement shall be executed in duplicate, and it may be executed in counterparts. Execution in counterparts shall not affect or alter the validity of this Agreement or the rights and responsibilities of the parties hereto. Facsimile signatures shall be treated as originals for all purposes applicable hereto, but the parties agree to exchange fully executed (non-facsimile) originals as soon as they are reasonably able to do so.

WITNESS the following signatures and seals:

(SIGNATURES ON FOLLOWING PAGES)

CINDY RODRIGUEZ
NOTARY PUBLIC
REG. #00338555
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2029

WILLOWSFORD CONSERVANCY, a Virginia non-stock corporation

CR
CINDY RODRIGUEZ
NOTARY PUBLIC
REG. #00338555
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2029

By: *[Signature]* (SEAL)
Printed Name: CHARLES W. GRAYBEAL
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Charles William Graybeal as land owner of Willowsford Conservancy, 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 13 day of February, 2026
Cindy Rodriguez
Notary Public

My commission expires: 2/28/29
Notary registration number: 00338555

CR
CINDY RODRIGUEZ
NOTARY PUBLIC
REG. #00338555
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2029

BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: [Signature]
Printed Name: Tim Hemstreet
Title: County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Tim Hemstreet, as County Administrator of the Board of Supervisors of Loudoun County, 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 18th day of February, 2026.

[Signature]
Notary Public



My commission expires: 2/28/2029
Notary registration number: 7541068

APPROVED AS TO FORM:
[Signature]
Senior Assistant County Attorney

NOTES:

1. THE PROPERTY SHOWN HEREON IS LOCATED ON LOUDOUN COUNTY TAX ASSESSMENT PIN 244-66-3650-000, ZONED: ARI AND TRUBB, UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.
2. OWNER: WILLOWSFORD CONSERVANCY
4025 WILLOWSFORD LANE
ALOE, VIRGINIA 20105-5803
3. THE TITLE COMMITMENT FURNISHED WAS PREPARED BY A.L.T.S. TITLE REPORT, FILE NO.: ALT912646-LD, VALID THROUGH DATE: MAY 26, 2024 AND UPDATED THROUGH JANUARY 22, 2025.
4. THERE IS NO FLOODPLAIN ON THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION. THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) OF LOUDOUN COUNTY COMMUNITY PANEL NUMBER FOR THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION IS 5107C0856E, EFFECT FEBRUARY 17, 2017.
5. UNDERGROUND UTILITIES AND SUBSURFACE FACILITIES WERE NOT LOCATED.
6. THE PROPERTY LINES DEPICTED HEREON ARE PER A COMPILATION OF INSTRUMENTS OF RECORD OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES, AND DO NOT REFLECT A FIELD RUN BOUNDARY SURVEY CONDUCTED BY GROUPE, INC. SAID INFORMATION IS WITHIN THE MINIMUM ERROR OF CLOSURE REQUIREMENT OF NOT LESS THAN ONE IN TEN THOUSAND (1/10,000). THE REFERENCE TO VIRGINIA STATE CENTERLINE PER A FIELD RUN SURVEY PERFORMED BY GROUPE, INC. IN WHICH THE PROPERTY LINES OF RECORD WERE TRANSLATED TO FOUND MONUMENTATION WHICH WERE COMPUTED, AND SUBSEQUENTLY PLACED, ON VIRGINIA STATE GRID NORTH - NAD 83.
7. BOUNDARY AND NORTH MERIDIAN INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
8. APPROVAL OF THIS PLAT IN NO WAY RELIEVES THE OWNERS, DEVELOPERS, OR THEIR AGENTS OF ANY RESPONSIBILITIES REQUIRED BY THE COUNTY.
9. THE VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT HEREBY DEDICATED WITH THIS PLAT IS TO BE NULL AND VOID UPON THE COMPLETION OF THE EVERFIELD DRIVE PROJECT.
10. THE SUBJECT PROPERTY IS SUBJECT TO THE FOLLOWING PREVIOUSLY APPROVED APPLICATIONS:
SEPL 2012-001 (APPROVED JANUARY 2, 2014)
CPAP 2017-006 (APPROVED DECEMBER 30, 2018)
CPAP 2015-003 (APPROVED AUGUST 6, 2014)
CPAP 2016-002 (APPROVED NOVEMBER 21, 2014)
CPAP 2015-004 (APPROVED SEPTEMBER 12, 2014)
CPAP 2014-004 (APPROVED JULY 29, 2015)
CPAP 2015-002 (APPROVED SEPTEMBER 26, 2015)
CPAP 2017-002 (APPROVED JANUARY 31, 2020)
11. PIN 244-66-3650-000, SHOWN HEREON, IS NOW IN THE NAME OF "WILLOWSFORD CONSERVANCY", DATED JUNE 17, 2014 AND RECORDED IN INSTRUMENT 2016709-008492 AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
12. THE CREATION OF EASEMENTS SHOWN HEREON IS PURSUANT TO PLAN-2025-0006. FURTHERMORE, THE SUBJECT APPLICATION IS DESIGNATED AS LOUDOUN COUNTY LAND DEVELOPMENT APPLICATION NUMBER PLAT-2025-0013.

Exhibit 1



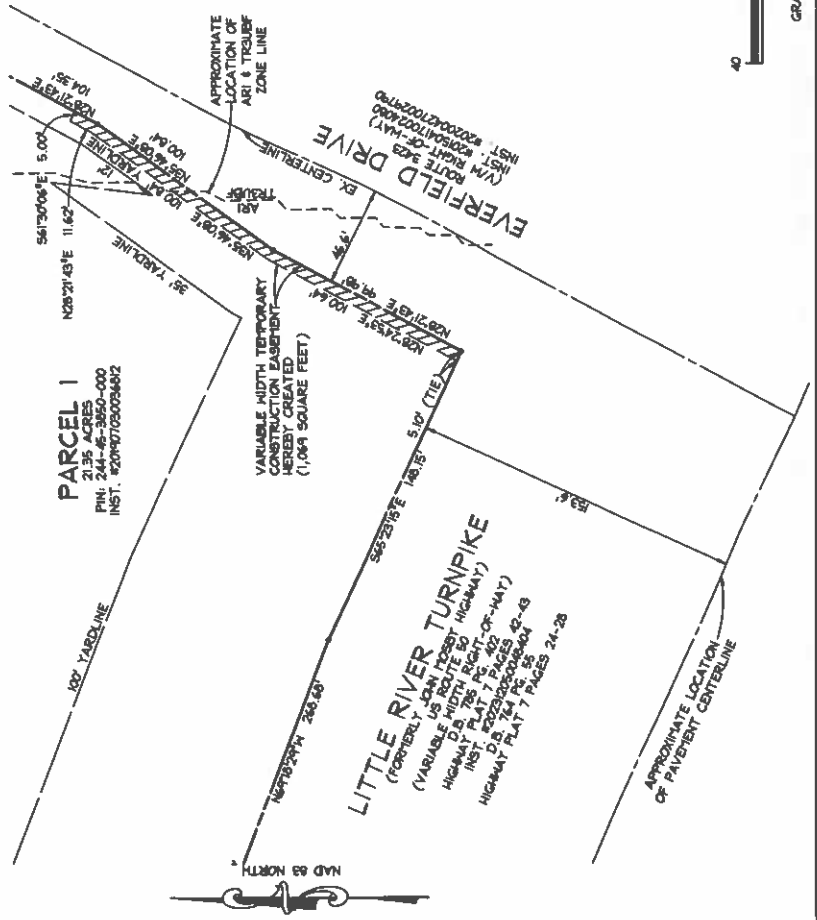
VICINITY MAP
SCALE: 1"=2,000'

EASEMENT AREA TABULATION

TEMPORARY CONSTRUCTION EASEMENT 1,049 SQUARE FEET

EASEMENT CREATION LEGEND

- DENOTES VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT HEREBY CREATED



WILLOWSFORD CONSERVANCY
ON THE PROPERTY OF
INSTRUMENT 2016709-008492
LITTLE RIVER ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
SCALE: 1"=40' DATE: JULY 22, 2024

REVISION BLOCK

NO.	DATE	REVISION
1	2/7/25	COUNTY COMMENTS
2		
3		
4		
5		



GROUPE
The Engineering Group, Inc.
PLAN - SURVEY - ENGINEER - MANAGER
GROUPE.COM | 703-670-0000
11000 Georgia Blvd.,
Suite 200, Atlanta, GA 30338
11000 Georgia Blvd.,
Suite 200, Atlanta, GA 30338

GRAPHIC SCALE IN FEET
0 20 40 60