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Web Cover Sheet Version 1.0

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Fairfax County Land Records Cover Sheet

Instruments

QUITCLAIM DEED

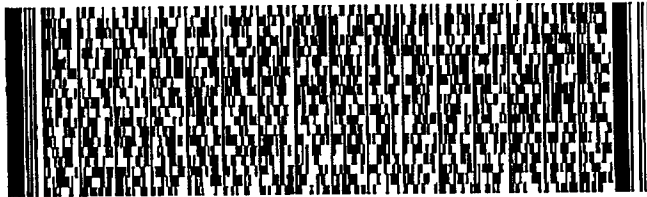
Grantor(s)

UNITED STATES OF AMERICA _I_N

Grantee(s)

BOARD OF SUPERVISORS _I_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	
Original Book		Original Page	
Title Company		Title Case	
Property Descr.			
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

BK 12903 0429

GENERAL SERVICES ADMINISTRATION
CONTROL NO. 4-G-VA-717
Lorton Correctional Property
Educational Conveyance

QUITCLAIM DEED

THIS INDENTURE, made this the 29 day of April, 2002, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Section 163 of Public Law 106-522, enacted November 22, 2000, Section 141 of Public Law 105-277, enacted October 21, 1998, and Section 11201 of Public Law 105-33, enacted August 5, 1997, and regulations and orders promulgated pursuant to the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, Grantor, also called Government, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, in the Commonwealth of Virginia, whose mailing address is 12000 Government Center Parkway, Fairfax, VA 22035-0064, Grantee, also called County.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property known as the "Lorton Correctional Facilities Complex" (the "LCC") located in Fairfax County, Virginia, and identified on Fairfax County Assessment Map 106-4 ((1)) as Parcel 54, having acquired the LCC by virtue of deeds and eminent domain, all as more fully set forth

Return to: Alan M. Weiss, Assistant County Attorney
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035-0064

TAX MAP #
106-4-((1)) 54

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among the land records of Fairfax County, Virginia (the "Land Records") and as hereinafter set forth, and by virtue of the above-cited sections of the Public Laws that state that the LCC shall be transferred from the District of Columbia to the General Services Administration ("GSA");

WHEREAS, the GSA has complied with the applicable environmental and historic preservation laws, including the "Final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for the Proposed Disposal of the Lorton Correctional Complex, Fairfax County, Virginia," dated July 20, 2001, with Lead Agency, General Services Administration, Cooperative Agency, the County of Fairfax, Virginia, and a Memorandum of Agreement ("MOA"), signed by the Advisory Committee on Historic Preservation, June 28, 2001, and the County, May 30, 2001, and the GSA April 9, 2001, among other signatures;

WHEREAS, the County, pursuant to the above cited Section 141 of Public Law 105-277, has submitted a reuse plan that complies with all requisite approvals to the Administrator of General Services, and that maximizes use of the land for open space, park land or recreation;

WHEREAS, the Administrator of General Services has, pursuant to the cited sections, cooperated with the District of Columbia Corrections Trustee to maintain the security of the LCC until its closure, and has completed the remediation of environmental contamination in compliance with applied Federal and State environmental laws;

WHEREAS, Section 163 of Public Law 106-522, enacted November 22, 2000, and hereinafter referred to as "Section 163," amended Section 11201(g)(4)(A) of

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the National Capital Revitalization and Self-Government Improvement Act of 1997 by re-designating certain clauses in subsection (1) and in subsection (2) required the Administrator of GSA to do the following that is set forth below:

"(vi) immediately upon completing the remediation required under clause (ii) (but in no event later than June 1, 2003), transfer any property located south of Silverbrooke Road which is identified for use for educational purposes in the Fairfax County reuse plan to the County, without consideration, subject to the condition that the County use the property only for educational purposes."

WHEREAS, the Administrator of General Services has authority under the above-cited Public Laws to dispose of Government property; and;

WHEREAS, the GSA was to ensure that the said transfer complies with all applicable environmental and historic preservation laws, all as more particularly hereinafter set forth, and GSA completed the necessary surveys to determine the presence of any hazardous substances, contaminants or pollutants, and has taken all action necessary to protect human health and the environment and will take any additional response action necessary pursuant to the CERCLA covenant contained herein, and the County has requested transfer of the identified property for educational purposes;

NOW THEREFORE,

The Grantor, in furtherance of the above stated Public Laws and specifically Section 163 which provides that the property be transferred to the County without consideration for educational purposes, does by these presents transfer, remise, release and forever quitclaim "as-is, where-is" without representation or warranty, expressed or implied, except as hereinafter stated, unto the Grantee, its

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successors and assigns, all right, title, interest, claim and demand which said Grantor has or may have had in and to the Property as it is described in Exhibit "A", consisting of two parcels (Parcels "B" and "C"), hereinafter called the "school sites."

SUBJECT, to any and all existing easements, restrictions, and rights for streets, public roads, highways, railroads, pipelines, waterlines, drainage and public utilities; if any, recorded in the chain of title among the land records of Fairfax County, Virginia or as would be disclosed by an accurate survey and inspection of premises.

GRANTEE COVENANTS for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and its heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed the sole beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

The Grantee by acceptance of this deed for itself and its successors or assigns agrees to comply with all Federal, State and local laws relating to above-ground and underground storage tanks and any transformers located on the Property. The Grantee, for itself and any successors and assigns, has been urged, invited and cautioned to inspect the property for asbestos and has made utility and asbestos

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surveys of the Property and has agreed that in no case will failure to inspect constitute grounds for a claim against the Grantor.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the said Grantee has received information from the Grantor about lead-based paint and lead-based paint hazards, and has been informed of its obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance thereof; provided, however, that the aforesaid obligation for compliance shall not extend to any purchaser of a house constructed on the Property, or any portion thereof.

It has been determined that future development may have an adverse effect on yet unidentified archeological resources. Therefore, Grantee, for itself, its successors and assigns, and every successor in interest to the conveyed property or portion thereof, agrees to comply with the MOA that contains covenants to preserve the historic integrity of the LCC and to mitigate the effect of disturbing archeological resources all as more fully set forth in the MOA.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:

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- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i.) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii.) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:
- (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

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(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants

The Grantee, by acceptance of the deed and pursuant to Section 163 of Public Law 106-522 enacted November 22, 2000, 114 Stat. 2485, agrees for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, to the following: That the property shall be used in perpetuity only for educational purposes such as being needed for school, classroom or other educational use, as typically disposed of under Section 203(k)(1) of the Federal Property and Administrative Services Act of 1949, cited above, except that prior to commencing any construction of educational improvements, the Grantee may use the property only for passive, open space recreation. Such construction must commence within ten years of the date of this conveyance. Further, in the event that such construction has not begun within the ten-year period, then the County must immediately notify the Administrator of GSA. The County may then, within 30 days after the County and the Administrator of GSA have agreed upon the fair market value of the property as restricted for use only for park and recreational purposes as set forth

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in the County's reuse plan, decide to and pay the Administrator of GSA such fair market value of the property as so restricted for use only for park and recreational purposes and receive release of this covenant an imposition of an agreed covenant for recreational use as set forth essentially in the County's reuse plan and Lorton Technical Correctional Act. The parties agree to promptly determine the fair market value of the property as restricted. If the parties are unable to agree on such value within 30 days, the parties shall appoint a mutually satisfactory MAI appraiser licensed in Virginia with at least 5 years experience in commercial real estate appraising in the vicinity of the property. The qualified appraiser shall then determine the fair market value of the property restricted for use only for park and recreational purposes.

In the event after 30 days that the County or its successors and assigns, determine not to use the property for recreational use in perpetuity, then the property shall immediately revert at the option of the Administrator to the United States and the County shall execute all instruments necessary for the property to be re-vested in the name of the United States. The Grantee shall be required to provide protection and maintenance for the property until such time as the title reverts to the Federal Government. Such protection and maintenance shall, at a minimum, conform to the standards prescribed in 41 CFR Section 101-47.4913.

The property hereby conveyed is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

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TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, unto the said Grantee, its successors and assigns, forever

WITNESS the following signature and seal.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By James Brandon
JAMES BRANDON
Contracting Officer
Property Disposal Division
General Services Administration
Region IV, Atlanta, Georgia

WITNESSES

Bettye Jennings
Lisa Hancock

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for the State of Georgia, whose commission as such expires on the 4th day of March, 2006, do hereby certify that this day personally appeared before me in the state and county aforesaid, JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated the 29th day of April, 2002, and acknowledged the same.

Given under my hand and seal this 29th day of April, 2002.

Glenda L. Green
Glenda L. Green
Notary Public
State of Georgia
My commission expires: 3/14/2006

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EXHIBIT A

GREENHORNE &



O'MARA, INC.

VISIONS. SOLUTIONS.

GENERAL CIVIL
 TRANSPORTATION
 ENVIRONMENTAL
 GEOGRAPHIC SCIENCES

December 21, 2001

**METES AND BOUNDS DESCRIPTION OF
 PARCEL "B"
 LORTON CORRECTIONAL COMPLEXES (LCC)
 PLAT OF DIVISION
 BASED ON THE BOUNDARY SURVEY PREPARED BY
 GREENHORNE & O'MARA, INC.
 MOUNT VERNON DISTRICT
 FAIRFAX COUNTY, VIRGINIA**

Beginning at a point in the centerline of Silverbrook Road ~ Virginia State Route #600 ~ variable width right-of-way and prescriptive right-of-way, said point also being a northerly point of the original tract; thence with the centerline of said Silverbrook Road the following four (4) courses and distances:

South 59°16'44" East, a distance of 1078.20 feet; thence,
 South 51°50'44" East, a distance of 132.20 feet; thence,
 South 41°28'55" East, a distance of 134.09 feet; thence,

South 36°22'16" East, a distance of 380.81 feet to a point in the centerline of Silverbrook Road and being a corner to Parcel "E" of the Plat of Division; thence departing the centerline of Silverbrook Road and running along and with the lands of said Parcel "E" the following five (5) courses and distances:

South 84°05'56" West, a distance of 819.56 feet; thence,
 South 29°24'56" West, a distance of 235.39 feet; thence,
 South 54°25'35" West, a distance of 809.90 feet; thence,
 North 68°44'58" West, a distance of 463.40 feet; thence,

North 21°43'12" West, a distance of 691.40 feet to a point in the line of the lands of Stonepoint, L.C.; thence departing said Parcel "E" and running along and with the lands of said Stonepoint, L.C. ~ Deed Book 9973 Page 772 ~ Deed Book 9922 Page 899 ~ and then with Silverbrook Estates ~ Deed Book 7156 Page 1154,

North 68°41'15" East, a distance of 1045.30 feet to a point (passing through a found concrete monument at 223.85 feet, through a found concrete monument at 723.85 feet); thence continuing along and with said Silverbrook Estates, and with the lands of Bill M. Sarver ~ Deed Book 5701 Page 730,

EXHIBIT "A"
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Page 2
Parcel "B"
Lorton Correctional Complexes
December 21, 2001

North 03°56'14" West, a distance of 611.27 feet, (passing through a found concrete monument at 300.10 feet, 1.85 feet left of a found concrete monument at 518.74 feet stamped "Lorfax", and through a found iron pipe at 584.72 feet) to the point of beginning

Containing 41.0267 ACRES of land, more or less.

DMD/cm

EXHIBIT "A"
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EXHIBIT A

GREENHORNE &



O'MARA, INC.

VISIONS. SOLUTIONS.

GENERAL CIVIL
 TRANSPORTATION
 ENVIRONMENTAL
 GEOGRAPHIC SCIENCES

December 21, 2001

**METES AND BOUNDS DESCRIPTION
 PARCEL "C"
 LORTON CORRECTIONAL COMPLEX (LCC)
 PLAT OF DIVISION
 BASED ON THE BOUNDARY SURVEY PREPARED BY
 GREENHORNE & O'MARA, INC.
 MOUNT VERNON DISTRICT
 FAIRFAX COUNTY, VIRGINIA**

Beginning in the centerline of Silverbrook Road ~ Virginia State Route #600 - 30' prescriptive right-of-way ~ said point being a corner to Parcel A-1, Parcel "E" and Parcel "K" - the lands of Pulte Homes, Inc. - Deed Book 12303 Page 1991 - of the Plat of Division; thence departing Parcel "A-1" and Parcel "E" and with the centerline of said Silverbrook Road and the lands of Pulte Homes, Inc. the following nine (9) courses and distances:

South 35°06'36" East, a distance of 14.21 feet; thence,
 South 35°46'07" East, a distance of 272.69 feet; thence,
 South 33°14'29" East, a distance of 93.09 feet; thence,
 South 28°32'22" East, a distance of 84.36 feet; thence,
 South 23°55'45" East, a distance of 264.53 feet; thence,
 South 29°09'48" East, a distance of 101.88 feet; thence,
 South 38°59'19" East, a distance of 149.53 feet; thence,
 South 42°06'52" East, a distance of 728.64 feet; thence,

South 42°47'29" East, a distance of 640.03 feet to a point, a corner to Parcel "D" of the Plat of Division; thence departing the centerline of Silverbrook Road and the lands of Pulte Homes, Inc. and with the line of said Parcel "D",

South 47°12'31" West, a distance of 1254.54 feet to a point in the line of the aforesaid Parcel "E"; thence departing Parcel "D" and with the line of said Parcel "E" the following twenty five (25) courses and distances:

North 53°33'11" West, a distance of 93.07 feet; thence,
 North 30°04'07" West, a distance of 100.51 feet; thence,
 North 08°04'33" West, a distance of 228.12 feet; thence,
 North 15°15'18" West, a distance of 104.40 feet; thence,
 North 20°24'36" West, a distance of 70.02 feet; thence,
 North 37°52'30" West, a distance of 34.80 feet; thence,

**EXHIBIT "A"
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Page 2
Parcel "C"
Lorton Correctional Complex
December 21, 2001

North 43°20'23" West, a distance of 148.98 feet; thence,
North 61°23'22" West, a distance of 38.24 feet; thence,
North 80°32'16" West, a distance of 55.70 feet; thence,
South 78°18'38" West, a distance of 45.19 feet; thence,
South 61°08'40" West, a distance of 85.38 feet; thence,
South 71°56'22" West, a distance of 73.84 feet; thence,
South 81°05'06" West, a distance of 78.78 feet; thence,
North 82°08'48" West, a distance of 89.35 feet; thence,
North 70°20'46" West, a distance of 90.75 feet; thence,
North 55°59'33" West, a distance of 152.80 feet; thence,
North 49°14'11" West, a distance of 58.43 feet; thence,
North 38°58'00" West, a distance of 266.93 feet; thence,
North 33°11'51" West, a distance of 295.44 feet; thence,
North 55°16'15" East, a distance of 475.46 feet; thence,
North 63°44'59" East, a distance of 60.30 feet; thence,
North 40°29'07" West, a distance of 1111.33 feet; thence,
North 55°00'29" East, a distance of 596.81 feet; thence,
South 72°02'52" East, a distance of 389.36 feet; thence,
North 70°17'24" East, a distance of 284.16 feet to the point of beginning

Containing 74.9044 ACRES of land, more or less.

DMD/em

EXHIBIT "A"
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05/01/2002
RECORDED IN PUBLIC CO VA
TERRY J. JAY
CLERK