

Tax Map Parcels: 0393 02 005B and 0384 02 0272

**GROUNDS MAINTENANCE AND LICENSE AGREEMENT
BETWEEN THE TOWN OF VIENNA AND
NAVY FEDERAL CREDIT UNION**

**WASHINGTON & OLD DOMINION (W&OD) TRAIL ACCESS FROM THE
INTERSECTION OF FOLLIN LANE SE AND ELECTRIC AVE SE AND BUFFER AREA
BETWEEN 901 FOLLIN LANE AND W&OD TRAIL**

THIS MAINTENANCE AND LICENSE AGREEMENT (this “Maintenance and License Agreement”) is between NAVY FEDERAL CREDIT UNION, a federally chartered credit union (“Navy Federal”), and the TOWN OF VIENNA, VIRGINIA, a municipal corporation (the “Town”). The effective date of this Maintenance and License Agreement is _____, 2026.

BACKGROUND

A. Navy Federal owns the properties located at 901 Follin Lane SE and 1007 Electric Avenue. The Properties are separated from each other and from the W&OD Trail by Tax Map Parcel 0393 02 005B and by Tax Map Parcel 0384 02 0272, owned by the Town and shown in Exhibit A to this Maintenance and License Agreement.

B. Navy Federal has requested to perform grounds maintenance tasks on the Town property as provided in this Maintenance and License Agreement on the Town owned parcels identified in Exhibit A to this Maintenance and License Agreement..

E. In order to enable Navy Federal to perform authorized activities under this Maintenance and License Agreement, the Town has agreed to grant and convey ingress, egress, and access to Navy Federal as provided in this Maintenance and License Agreement.

MAINTENANCE AND LICENSE AGREEMENT

Navy Federal and the Town now agree as follows:

1. **Grounds Maintenance Activities on Town Property.**

(a) Ingress/ Egress. The Town grants and conveys to Navy Federal the right of way for ingress/egress to the parcel as shown on Exhibit A. This includes the right for Navy Federal to perform activities under this Maintenance and License Agreement with respect to grounds maintenance (as defined below).

(b) Navy Federal is authorized to perform the following grounds maintenance tasks on the Town Property shown in Exhibit A: Trash pickup and removal; stick, limb, down tree removal; invasive species removal (ie. Japanese Stiltgrass, Barberry, Catbrier, and other species on the Virginia Department of Agriculture Invasive Species List); removal of vines growing on trees, fences, and other structures; dead animal removal; keeping any lawn or grass areas, trees, flowers and shrubbery in a good state of appearance; leaf removal from grass areas

and blown into wooded area; and snow removal from sidewalks and paths, provided, however, that Navy Federal, at its own expense, shall restore, as nearly as possible, the premises to their original condition should any activities interfere with the original condition of the property. Tree removal and planting are not authorized without prior approval from the Town.

(c) The Town reserves the right to make any use of the Town property which may be inconsistent with the rights herein conveyed or interfere with the use of said Maintenance Area by Navy Federal for the purposes named.

2. **Invalidity.** The invalidity of any provision of this Maintenance and License Agreement will have no effect on the validity of any other provision of this Maintenance and License Agreement.

3. **Notices.** Notices under this Maintenance and License Agreement must be sent to the addresses below. A party may change its addresses by sending notice to the other party. Notices will be deemed effective (a) when delivered if the notice is delivered by hand, (b) one business day after sending if the notice is sent by overnight courier service, or (c) three business days after sending if the notice is sent by regular or certified mail. If the parties agree, notices may be sent by electronic means.

For the Town of Vienna:

Brad Baer
Director, Department of Public Works
Town of Vienna
127 Center Street
Vienna, VA 22180

For Navy Federal Credit Union:

Michael Kenney, P. E.
AVP, Facilities Management
Navy Federal Credit Union
820 Follin Lane, Vienna, VA 22180

With a copy to:

Mercury T. Payton
Town Manager
Town of Vienna, Virginia
127 Center Street, South
Vienna, VA 22180

4. **General Provisions.**

(a) This Maintenance and License Agreement will be construed in accordance with the laws of the Commonwealth of Virginia.

(b) This Maintenance and License Agreement is made for the sole and exclusive benefit of the Town, Navy Federal, and their successors and assigns, and is not made for the benefit of any third party.

(c) This Maintenance and License Agreement will not become effective until it has been executed by both parties and has been approved by the Town.

(d) This Maintenance and License Agreement may be executed in several counterparts, each of which will be deemed to be an original copy and all of which together will constitute one and the same Maintenance and License Agreement. The parties do not need to sign the same counterpart.

5. **Termination of Maintenance and License Agreement.** This Maintenance and License Agreement may be terminated by either party by giving ninety (90) days written notice as prescribed in paragraph 3.

6. **Entire Maintenance and License Agreement.** This Maintenance and License Agreement constitutes the entire Maintenance and License Agreement between the Town and Navy Federal with respect to the authorized grounds maintenance activities and supersedes any prior Maintenance and License Agreement or understanding between the parties with respect thereto. This Maintenance and License Agreement may not be changed, modified, discharged or extended except by a written Maintenance and License Agreement executed by the Town and Navy Federal.

Signature pages follow.

WITNESS the following signatures:

NAVY FEDERAL CREDIT UNION, a
federally chartered credit union

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, _____ of Navy Federal Credit Union, a federally chartered credit union, on behalf of the credit union.

Notary Public

My Commission Expires: _____
Virginia Notary Registration #: _____

Signature of the Town appears on the next page.

TOWN OF VIENNA, VIRGINIA, a
municipal corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA:
TOWN OF VIENNA:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, _____ of the Town of Vienna, Virginia, a municipal corporation, on behalf of the Town.

Notary Public

My Commission Expires: _____
Virginia Notary Registration #: _____



Exhibit A: Authorized NFCU Grounds Maintenance Activity Areas on Town Property