

This Deed is exempt from recordation tax under Va. Code §58.1-811 A. 3.

**DEED OF EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This DEED OF EASEMENT AND TEMPORARY CONSTRUCTION is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **EMMAUS UNITED CHURCH OF CHRIST** ("Grantor" or "Emmaus Church"), and **THE TOWN OF VIENNA, VIRGINIA**, a body corporate ("Grantee").

**WITNESSETH:**

WHEREAS, the Grantor is the owner of that certain real property consisting of approximately 3.4624 acres located in the Town of Vienna, Fairfax County, Virginia, known as 900 Maple Avenue East, Vienna, Virginia, Tax Map Reference number 0391 02 0002A (the "Property"), as more particularly shown on the attached plat entitled "Plat showing a Public Street Purposes Easement and Temporary Construction Easement of the land of Trustees for Emmaus United Church of Christ" dated November 22, 2013 and prepared by Rinker Design Associates, PC attached hereto and incorporated herein by reference (the "Plat") having acquired the Property by deed recorded in Deed Book 05666, Page 1863 among the Fairfax County, Virginia land records (the "Land Records"); and

WHEREAS, it is the desire and intent of the Grantor to dedicate and convey a portion of the Property for public street and sidewalk purposes and to grant and establish certain easements, as shown on the Plat and as hereinafter provided; and

**[DEED OF EASEMENT]**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, with General Warranty of title, a perpetual easement for public street purposes over, under, upon and across seven hundred and nineteen (719) square feet of land ("Easement Area") as described on the Plat and designated "Public Street Purposes Easement."

**[TEMPORARY CONSTRUCTION EASEMENT]**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey to the Grantee a nonexclusive right, privilege, temporary easement and right of way over, under, upon and across one thousand, one hundred and eighteen (1,118) square feet of land (Temporary Construction Easement) as described on the Plat and designated "Temporary Construction Easement" for the purposes of performing construction work and related activities in connection with the construction of sidewalks, landscaping and related

features or facilities, through and across the Property subject to the following terms and conditions:

1. Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent the Temporary Easement, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement area as nearly as practicable to its original condition, or in accordance with the attached additional specifications, if any; (2) re-sod all damaged grass areas on or adjacent to the Temporary Easement; (3) reset, or replace any fencing require to be adjusted by the construction; (4) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement; and (5) guarantee reset plants for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.
2. The TEMPORARY CONSTRUCTION EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire upon the earlier of i) completion of the Project or ii) after 180 days.

This DEED OF EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT is contingent upon acceptance on behalf of the Vienna Town Council and shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

To the extent authorized by law, the Grantee shall indemnify, defend and hold Grantor harmless from and against any claims, loss, cost, legal action liability, or expense resulting from the Grantee or its agents operation of the public street, sidewalk or public utilities within the easement area.

The Grantee shall include the Grantor as a "Named Insured" in the Westbriar Drive NE Sidewalk Construction Contract scheduled to be awarded in 2014.

This Deed of Easement, including the "Additional Stipulations" on page 5, covers all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

WITNESS the following signature(s):

GRANTOR:

Michael S. Roach

Michael Roach, Trustee  
Emmaus United Church of Christ

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of February, 2015, by Michael Roach, Trustee, Emmaus United Church of Christ.

Margaret Anne Procaccino  
Notary Public

My Commission expires: September 30, 2018



GRANTOR:

Laurie E. Forbes

Laurie E. Forbes, Trustee  
Emmaus United Church of Christ

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF FAIRFAX:


The foregoing instrument was acknowledged before me on this 4<sup>th</sup> day of February, 2015, by Laurie E. Forbes, Trustee, Emmaus United Church of Christ.

Margaret Anne Procaccino  
Notary Public

My Commission expires: September 30, 2018




GRANTOR:

  
\_\_\_\_\_  
Brian Monday, Trustee  
Emmaus United Church of Christ

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me on this 4 day of  
FEBRUARY, 2015, by Brian Monday, Trustee, Emmaus United Church of Christ.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 8/31/2018



APPROVED as to form: \_\_\_\_\_

  
TOWN ATTORNEY

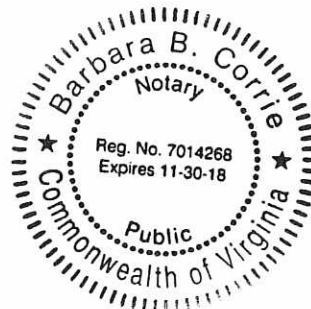
ACCEPTED this 13<sup>th</sup> day of April, 2015, on behalf of the Town  
Council of Vienna, Virginia pursuant to a resolution of the said Council duly adopted on  
\_\_\_\_\_, 20\_\_\_\_.

By: Laurie A DiRocco  
\_\_\_\_\_

Title: Mayor  
\_\_\_\_\_

For the Town Council of Vienna, Virginia

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day  
of April, 2015, by Laurie A. DiRocco, Mayor of the Town of  
Vienna



Additional Specifications:

1. Emmaus Church will be emailed & mailed a copy of the construction contract at least two weeks before bid advertisement.
2. Construction contract will contain language requiring Emmaus Church frontage to be completed within 45 days of contractor Notice to Proceed.
3. Construction contract will contain language requiring Emmaus Church parking lot to remain open and accessible at all times throughout construction. The construction contract will stipulate that the driveway apron may be built in half-sections. The construction contract will stipulate that Contractor may provide a temporary driveway with gravel or roadway plates as necessary but in no event shall such temporary driveway constitute the access to the parking lot on any weekend day.
4. As part of the project, the Town of Vienna shall install 5 Serviceberry trees with a mature height of 10 feet.
5. As part of the project, the Town of Vienna shall trim low branches and shrubs in the yard between the street and the children's playground.







