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

<u>DEED OF EASEMENT</u> AND TEMPORARY CONSTRUCTION EASEMENT

	This DEED O	F EASEMEN	NT AND	TEMPORA	RY CONST	TRUCTION is	s made
this _	day of	, 20	, by EMI	MAUS UN	TED CHU	RCH OF CH	IRIST
("Gran	ntor" or "Emma	us Church"),	and THE	E TOWN C	F VIENNA	, VIRGINIA	, a body
corpo	rate ("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 Warrantee 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

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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.

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WITNESS the following signature(s):

GRANTOR:

Michael Roach, Trustee

Emmaus United Church of Christ

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me on this $\frac{4+h}{2}$ day of February, 2015, by Michael Roach, Trustee, Emmaus United Church of Christ.

Notary Public

My Commission expires: September 30, 2018

GRANTON

Reg. No. 7590893

AUBLICATION

Laurie E. F.

Emmans III

GRANTOR:

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 4th day of February, 2015, by Laurie E. Forbes, Trustee, Emmaus United Church of Christ.

Marguet Anne Grocaccino
Notary Public
My Commission expires: September 30, 2018

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GRANTOR:	Bylan Monday, Trustee	
COMMONWEALTH OF VIRGINIA, COUNTY OF FAIRFAX:	Emmaus United Church of	Christ
The foregoing instrument was acknowled by June Bull Statt Notary Public My Commission expires: 8/31/201 APPROVED as to form: TOWN	ay, Trustee, Emmaus United Ch	L STITT ublic of Virginia
ACCEPTED this	, 20/5, on be resolution of the said Council of	half of the Town duly adopted on
By: Rauru Adreson Title: Mayor For the Town Council of V	/ienna, Virginia	
of The foregoing instrument w Vienna	Reg. No. 7014268 Expires 11-30-18	e on this <u>13</u> th day the Town of
Project: Westbriar Drive NE Sidewalk Project	Wealth of	Page 4 of 5

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Address: 900 Maple Avenue East, Vienna, Virginia

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.

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Rinker Design Associates, P.C. CHES WASSE MY NAME AND SOM THIS ZOND DAY OF MONEARED! JOIL MEMINI "LANDO TABRY DI SODICISI ONTI SIL SINGIFI SINI ZINI TI PARS ANDRI GESTI NI CONNICCISI SI CASIO A CIVINDO GLANI TARRO ALC SESSIMISI SINI AL DIRINI SINI NI ALANI SI AUGENI MADOIS SACANI SIL INVALI CARRO ARGONI COI TARRO INTOLO Y NICOLO TINIA II AND CONCENTRATION OF SERVING THE SERVING T PUBLIC STREET PURPOSES EXEMENT GRAPHIC SCALE MCINITY MAP DOM: SUMERCIALS CONTINUES CHANN HARM HANTE VAENOE É wed Agen 4 x 19.14.78 E. TOWN OF WENWA NO TITLE REPORT FURNISHED. THIS PLAT IS SUBJECT TO MY GESTMONTS. NO RESTMENDES OF RECORD. THE PROPERTY SHOWN HERETON IS LOCATED ON THINKS COUNTY BY PUBLIC STREET PURPOSE CA STORY STORY COME (DAR 1671 PA ST) TRUSTEES FOR ENAMED CHURCH OF CHRIST WESTBRAN DRIVE N.E. THE PLAT OF THE PROPERTY SHAW OF INDERNICES AND CONCERNED AND ACCORDANCES THE ACCORDANCES TO THE AMERICA COMMITTEE AND ACCORDANCE TO THE AMERICA COMMITTEE ACCORDANCE TO THE A 21100 MOD WALL AIGHE E. CH 1250 INST HOUSE HELD LANS (NOW) IL S' MILLE STREET PUNCOSS ESME. (DT GOA'T WE GOT) MEZIMOOO COOMILEA CENB' INC' INC ING 1886-1-05-6000 2-6-15 ASSOCIATES OF THE LAND SHOWN ARREND, TO HERBIT CONSONI THE PABLE STREET RAPPOSES BASSIGHT AND TEAPORMY EAT AS SHOWN METERN 28 87. DATE DAZ April 30,0018 HER DELLATOR Mount HOLHAY REDSTRATON MARGEY 7100583 6 COMPONEUR/STATE OF VICE 1 11 COM TO ME SUSCENSED AND ACMIGNOSED BETTE ELECTROSEN, 70.25 PT JESANDO RECESTRET AMPROSES EXEMENT HOUSEY REGISTRATED HABBER NOTIFIC RESIDENTIAN MAKER NOTARY CERTIFICATE NOTARY CENTIFICATE BY COMMISSION COMES OF COMMISSION EIGHES MODANY CENTRONE UN COMMISSION DIPRES るべい 13-014 TRUSTETS SOUNT TRUSTET'S SICH HAM MAKE JEANNETTE C LEWIS
SOMMOWEALTH OF VIRGINIA
PEG. #7606835
PEG. #7606835