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DEED OF RESERVATION AND EASEMENT AGREEMENT

THIS DEED OF RESERVATION AND EASEMENT AGREEMENT is made as of this 2nd day of October, 1991, by and between (i) THE MADEIRA SCHOOL, INC., ("Madeira"), as Grantor, and (ii) THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (the "County"), as Grantee.

RECITALS:

R-1. Madeira is the sole owner of a certain parcel of land located in the county of Fairfax, Virginia (the "Property"), more particularly described and shown on the attached plat entitled "Plat Showing 20' Reservation for Public Street Purposes, 12' Public Access (Trail) Easement and 15' Temporary Grading and Construction Easement thru the Property of Madeira School, Inc." dated October 1990, revised through August 6, 1991, and prepared by Dewberry & Davis (the "Plat"), having acquired the Property by Deeds recorded in Deed Book LI-10 at Page 455, Deed Book 1255 at Page 433, and Deed Book H-12 at Page 1, among the land records of Fairfax County, Virginia.

R-2. Madeira desires (i) to reserve a portion of the Property for public street purposes, and (ii) to grant certain easements to the County.

NOW THEREFORE, this Deed of Reservation witnesseth:

THAT for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Madeira does hereby reserve 79,303 square feet of land for public street purposes, in that area described on the Plat as "Hereby Reserved for Public Street

DEWBERRY & DAVIS
ATTN: STEVEN A. WOODRUFF
2001 ARLINGTON BLVD
FAIRFAX VA 22031

DOCUMENT CONTROL NUMBER

41158-PP-011-011

DEPARTMENT OF DESIGN REVIEW

BK7918 1632

Purposes" to be used for no other purpose unless the County agrees in writing. Madeira agrees to dedicate the right-of-way to the County on demand without compensation. Madeira represents, warrants and agrees that this agreement and covenant for the dedication and conveyance of right-of-way is not a covenant personal to Madeira but is a covenant running with the land which is and shall be binding on their heirs, personal representatives, purchasers, successors and assigns.

THIS EASEMENT AGREEMENT FURTHER WITNESSETH:

THAT for and in consideration of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Madeira does hereby grant and convey to the County, its successors and assigns, a Temporary Construction and Grading Easement for the purpose of performing construction and grading work and activities on, through and across the property, said property and easement being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement and right-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land of Madeira where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying,

construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement being conveyed deemed by it to interfere with the proper and efficient construction, grading, or maintenance of the Property; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

3. Madeira reserves the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named, provided, however, that Madeira shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the County.

4. The easement shall terminate at such time as construction is completed.

THIS EASEMENT AGREEMENT FURTHER WITNESSETH:

THAT for and in consideration of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Madeira does hereby grant and convey to the County, its successors and assigns, a Trail Easement for the purpose of constructing, operating and maintaining public trails through and across the Property of Madeira, said Property and Easement being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement is subject to the following terms and conditions:

1. All facilities installed in the easement and right-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement and right-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land of Madeira where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement being conveyed deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trail; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. Madeira reserves the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named, provided, however, that Madeira shall not erect any building or other structure excepting a fence running parallel to the easement, on the easement, without obtaining the prior written approval of the County.

BK7918 1637

WITNESS the following signatures and seals:

THE MADEIRA SCHOOL, INC., a
Virginia corporation

By: Franklin B. Smith (SEAL)
Name: FRANKLIN B. SMITH
Title: TREASURER

State of Virginia
County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me
this 2nd day of October, 1991 by Franklin Smith
as Treasurer of The Madeira School, Inc., on
behalf of the corporation.

Karen L. Miller
Notary Public

My Commission expires: Jan. 22, 1993

Accepted on behalf of the Board of Supervisors of
Fairfax County, Virginia, by authority granted by said Board.

Approved as to form:

Allen R. Pugh
Assistant County Attorney

[Signature]
Director,
Department of Environmental
Management

State of Virginia
County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me by
Irving Birmingham, Director, Department of Environmental
Management, on this the 7th day of October, 1991.

Robert K. Spald
Notary Public

My Commission expires: 11-21-92

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OCT-7 91

RECORDED FAIRFAX CO VA

TESTE: [Signature]
CI FRK

with plat attached

MADEIRA SCHOOL
RESIDUE: 363.725AC

MATCH LINE THIS SHEET

7303' HEDDER RESERVED
FOR PUBLIC STREET PURPOSES

556' 24' 00" E - 17285.85'

12' PUBLIC ACCESS (TRAIL) ESMT
(SEE NOTE #5)

N 56° 44' 00" W - 1286.80'

GEORGETOWN PIKE
(Variable Width R/W)

APPROXIMATE
LOCATION OF
PRE-EXISTING
RECORDS

N 56° 44' 00" W

Notes:

1. The property delineated on this plat is located on Assessment Map 20-1 ① 14 & 20-2 ② 1 AND IS ZONED D.E.
 2. The property shown hereon was acquired by Madeira School Inc. in DB. 11-10 at Pg. 455, DB. 1255 at Pg. 433, & DB. 4-12 at Pg. 1.
 3. Temporary Grading & Construction Esmt. to become null and void at such time as construction is complete.
 4. Information shown hereon taken from existing records.
5. TRAIL EASEMENT TO BE MAINTAINED BY
FAIRFAX COUNTY BOARD OF SUPERVISORS

By
Date
A
CO
DIVISIO
SIT

CK
SW



REVISED: 1
REVISED: 1

MATCH

THOMAS A.
LOVELLOY SR.

MAGNETIC NORTH (1924)

N 61° 13' 00" E - 20.78' F

N 13° 00' 00" W - 269.85'

S 47° 29' 00" E - 10.78'

N 62° 56' 00" W - 209.50'

APPROXIMATE
LOCATION OF
PER EXISTING
RECORDS

S 53° 55' 00" E - 561.66'

GEORGETOWN PIKE
(Variable Width R/W)

1/2' PUBS
(SEE 1)

MADEIRA SCHOOL

RESIDUE 360.725 AC

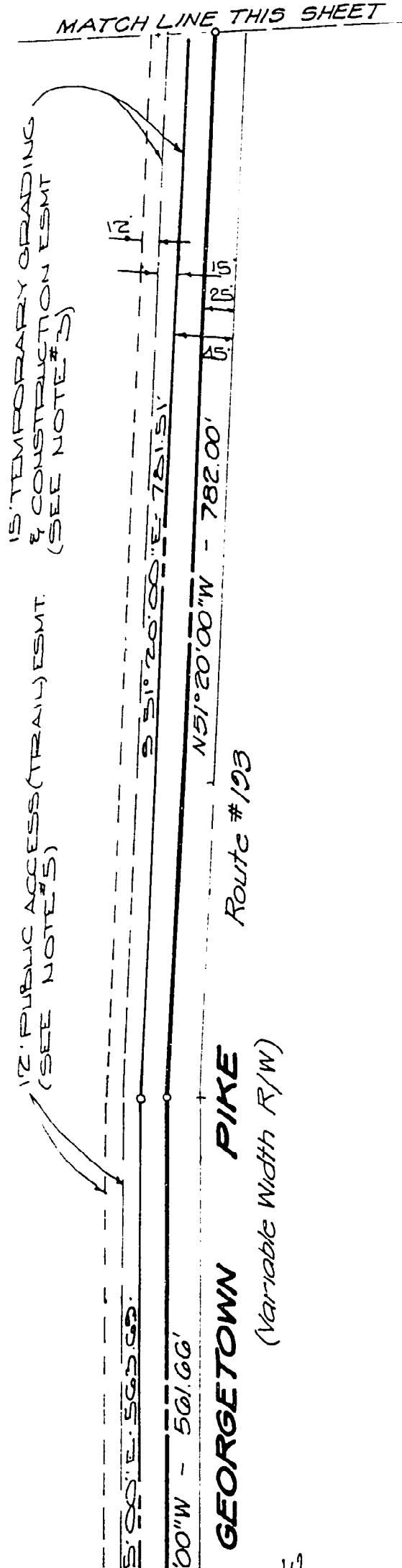
70303' HEREBY RESERVED
FOR PUBLIC STREET PURPOSES

1/2' PUBLIC ACCESS (TRAIL) EGMT
(SEE NOTE #5)

S 61° 13' 00" E - 1285.85'

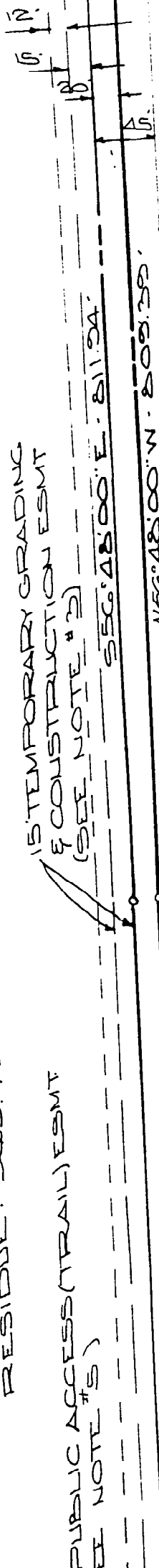
6407
STONY BROOK

MADEIRA SCHOOL INC.



GEORGETOWN PIKE
(Variable Width R/W)

MADEIRA SCHOOL INC.
RESIDUE: 363.725AC



PUBLIC ACCESS (TRAIL) ESMT
(SEE NOTE #5)

MADEIRA SCHOOL INC.

RESIDUE: 363.725AC

PUBLIC ACCESS (TRAIL) ESMT
(SEE NOTE #5)

15' TEMPORARY GRADING
& CONSTRUCTION ESMT
(SEE NOTE #3)

S56°48'00"E · 811.24'

N56°18'00"W · 2509.33'

N56°45'00"W

Route #193

GEORGETOWN PIKE

(Variable Width R/W)

S40°23'35"W
20.16'

APPROVED	
COUNTY OF FAIRFAX	
DIVISION OF DESIGN REVIEW	
SITE REVIEW BRANCH	
By <i>[Signature]</i>	Date 9-23-91

GRADE E01
SW/TR E02



REVISED: FEBRUARY 27, 1991
REVISED: AUGUST 6, 1991

PLAT SHOWING
20' PRESERVATION FOR PUBLIC STREET PURPOSES,
12' PUBLIC ACCESS (TRAIL) EASEMENT
AND
15' Temporary Grading & Construction Easement
THRU THE PROPERTY OF

MADEIRA SCHOOL INC.

Dranesville District
Fairfax County, Virginia

Scale: 1" = 100'

October, 1990

DEWBERRY & DAVIS

ARCHITECTS · ENGINEERS · PLANNERS · SURVEYORS
3401 ARLINGTON BOULEVARD, FAIRFAX, VA

ENGINEER'S COPY

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RPA-4007