

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	_____, 2021
NAME OF GRANTOR:	<u>C & B COMMERICAL PROPERTIES, LLC</u>
NAME OF GRANTEE:	<u>TOWN OF PURCELLVILLE, VIRGINIA</u>
COUNTY WHERE PROPERTY LOCATED:	LOUDOUN
ELECTION DISTRICT WHERE PROPERTY LOCATED:	BLUE RIDGE
BRIEF DESCRIPTION OF PROPERTY:	701 W. MAIN STREET, PURCELLVILLE VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 201103080015512
PLAT PREPARED BY:	MARSH & LEGGE LAND SURVEYORS, P.L.C.
TAX MAP IDENTIFICATION NOS.:	TAX MAP /35/////////64/ PIN: 523-30-7079
NOTE:	EXEMPT FROM RECORDATION FEES PURSUANT TO SECTIONS 58.1-811(A)(3) 58.1- 811(C)(4)
THIS INSTRUMENT PREPARED BY AND RETURN TO:	PURCELLVILLE TOWN ATTORNEY 221 SOUTH NURSERY AVENUE PURCELLVILLE, VA 20132

THIS DEED OF EASEMENT (the "**Deed**") is made this 8th day of September, 2021, by and between **C & B COMMERCIAL PROPERTIES, LLC**, a Virginia limited liability company (hereinafter referred to as "**Owner**"); and the **TOWN OF PURCELLVILLE, VIRGINIA**, a municipal corporation (hereinafter referred to as "**Town**").

RECITALS:

R1. The Owner is the owner and proprietor of certain real property (the "**Property**") identified by Loudoun County land records as Parcel Identification Number 523-30-7079.

R2. The Property is situate in the Town of Purcellville, Virginia, Owner having acquired the Property by deed recorded among the land records of Loudoun County, Virginia, as INSTRUMENT NUMBER 201103080015512.

R3. It is the desire of the Town to relocate various parts of the Town's sanitary sewer system in order to abandon an old pump station and connect to a newly constructed pump station. The Town has fully explained to the Owner how the planned relocations affect the Property. Both parties desire that these relocations be made as they will improve the collection and treatment of wastewater for the Town's residents and businesses.

R4. In order that the aforementioned public improvements can be made, it is the desire and intent of Owner to grant and convey unto the Town a permanent utility easement in the location identified as "VARIABLE WIDTH UTILITY EASEMENT HEREBY CREATED" on the plat entitled "VARIABLE WIDTH UTILITY EASEMENT HEREBY CREATED TAX ID 523-30-7079," which plat was prepared by Marsh & Legge Land Surveyors, P.L.C. of Winchester, Virginia, certified land surveyors, and is dated August 27, 2020 ("**Plat**"), which Plat is attached hereto.

PERMANENT UTILITY EASEMENT

The Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent utility easement over and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future water and sanitary sewer lines, including building connection lines, manholes, water meters, clean outs and all other appurtenant facilities for the transmission and distribution of water, or the collection and transmission of sanitary sewage, through, across and upon the Property, said easement area being more particularly bounded and described on the Plat. This easement shall be perpetual and shall run with the land.

The above-described utility easement is subject to the following conditions:

1. All water and sanitary sewer lines and appurtenant facilities, which are installed in the easement area shall be and remain the property of the Town, its successors and assigns.

2. The Town, its successors and assigns, shall have full and free use of said easement area for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easement including the right of access to and from the easement and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement area being conveyed, deemed by it to interfere with the proper and efficient construction, installation, operation, and maintenance of said water and sanitary sewer lines and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as it deems appropriate for easement use, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said water and sanitary sewer lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or

pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement area.

4. The Owner reserves the right to make use of the easement area, herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easements. Provided further, that if Owner makes any use of the easement that increases the Town's operation and maintenance or restoration costs, then the Owner shall pay such increase in costs.

SUCCESSORS AND ASSIGNS BOUND

UNLESS OTHERWISE INDICATED HEREIN, the easements granted herein shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

MISCELLANEOUS

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Town of Purcellville, Virginia, as shown by the signatures affixed to the Deed; and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the land depicted on the Plat, as aforesaid.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted by the organization on whose behalf they are signing.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

OWNER:

C & B COMMERCIAL PROPERTIES, LLC

By: Robert J. Schonder (SEAL)
Name: Robert J. Schonder
Title: Owner

COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Robert J. Schonder as Owner of C & B COMMERCIAL PROPERTIES, LLC, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 8th day of September, 2021.

Teri Williams McClure
Notary Public

My Commission Expires: 11-30-2022

My Notary Registration Number: 7130889



The Foregoing Easements Are Hereby Accepted
Pursuant To Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM: TOWN OF PURCELLVILLE, VIRGINIA

Town Attorney

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of TOWN OF PURCELLVILLE, VIRGINIA, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

