

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF DEDICATION AND EASEMENT
DATE OF INSTRUMENT:	<u>March 23, 2022</u>
NAME OF GRANTOR:	<u>COURTLAND SQUARE HOMEOWNERS ASSOCIATION</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:	COURTLAND SQUARE PARCEL OS-B PURCELLVILLE, VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	DEED BOOK 2089 AT PAGE 936
PLAT PREPARED BY:	BOWMAN CONSULTING GROUP, LTD.
TAX MAP IDENTIFICATION NO.:	/35//39//OS-B/
PARCEL IDENTIFICATION NO.:	488-20-3678
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:	TOWN OF PURCELLVILLE 221 SOUTH NURSERY AVENUE PURCELLVILLE, VA 20132
PROJECT PARCEL NO:	PARCEL 018; MAIN & MAPLE IMPROVEMENTS

THIS DEED OF DEDICATION AND EASEMENT (the “**Deed**”) is made this 23rd day of March, 2022, by and between **COURTLAND SQUARE HOMEOWNERS ASSOCIATION**, a Virginia non-stock corporation (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 identified by Loudoun County Parcel Identification Number 488-20-3678 (the “**Property**”), as shown on the plat attached hereto and made a part hereof dated May 29, 2020 and revised through November 19, 2021, entitled “COMPILED PLAT SHOWING 242 SQUARE FEET FEE TAKE AREA AND VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA; PROPERTY OF COURTLAND SQUARE HOMEOWNERS ASSOCIATION” and prepared by Bowman Consulting Group, Ltd. of Leesburg, Virginia (“**Plat**”).

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 (“**Land Records**”), as deed book 2089 at page 936.

R3. The Town is performing certain roadway and drainage improvements along a portion of S. Maple Avenue, including, without limitation, installation of sidewalk, curb and gutter, storm sewer pipe and appurtenances, and new asphalt (the “**Project**”). The Town has fully explained to the Owner how the Project and planned improvements affect the Property. Both parties desire that these public improvements be made and that the Project be completed.

R4. It is the desire and intent of Owner to dedicate, grant, and convey unto the Town, a portion of the Property for public use in accordance with this Deed and the Plat.

R5. It is the desire and intent of the Owner to grant and convey unto the Town the easements in the location as shown on the Plat and as hereinafter provided.

R6. The Property is not subject to the lien of any Deed of Trust.

RIGHT OF WAY DEDICATION

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby dedicate to the Town the 242 square feet as so designated on the Plat as “Fee Take”, including all appurtenances and facilities located within, for public street purposes. Owner hereby quitclaims and releases unto the Town all of Owner’s right, title and interest, if any, in any portion of the existing public road within the area being dedicated. This dedication is made in accordance with the statutes made and provided therefor.

PERMANENT DRAINAGE EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent drainage easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future storm drainage ditches, lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through, across and upon the Property, said easement being more particularly bounded and described as “Proposed Permanent Drainage Easement” on the Plat. This easement shall be perpetual and shall run with the land. The easement is subject to the following conditions:

1. All drainage lines and appurtenant facilities that are installed in the easement shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in 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 being conveyed, deemed by the Town to interfere with the proper and efficient construction, operation, and maintenance of said storm drainage lines, storm drainage facilities, and appurtenant facilities; provided however, that the Town at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the installation, construction, operation, and maintenance of said storm drainage lines and appurtenant facilities. Such restoration shall include the backfilling of trenches; the replacement of shrubbery; the reseeding or resodding of lawns or pasture areas within and outside the easement; and the replacement of fences, structures, and other facilities located outside the easement; but shall not include the replacement of fences, structures, trees, and other facilities, as appropriate, located within the easement.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Town for the purposes named; provided however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, fence, or other structure on the easement. Provided further, that if Owner makes any use of the easement that increases the Town's operation, maintenance, and/or restoration costs, then the Owner shall pay such increase in costs.

TEMPORARY CONSTRUCTION EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary construction easement through, upon, and across the Property for the purpose of grading and construction, said easement being more particularly bounded and described as "Proposed Temporary Construction Easement" on the Plat. The easement shall automatically terminate and become null and void at such time as construction of the Project is complete and the work is accepted by the Town and no execution or recordation of any additional documents shall be necessary to evidence such termination or vacation of such easement. The easement is subject to the following conditions:

1. The Town, its agents and assigns, shall have full and free use of said easement 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 easements 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 grading, and then only to the minimum extent necessary for such construction and grading, 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.
2. 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 being conveyed, deemed by the Town to interfere with proper and efficient construction and grading; provided, however, that the Town, at its own expense, shall restore the easement to the extent they were disturbed by the Town.
3. The Owner reserves the right to make use of easement herein granted in a manner that is consistent with the rights herein conveyed and that does not interfere with the use of the easement by the Town for the purposes named; provided, however, that if Owner makes any use of the easement that increases the Town's operation, 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.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE NEXT PAGES**

OWNER:

COURTLAND SQUARE HOMEOWNERS ASSOCIATION

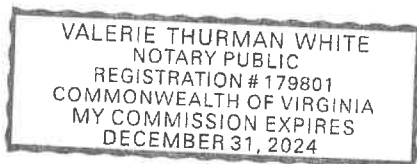
By: Patrick H. McCabe, PRESIDENT (SEAL)
Name: PATRICK H. MCCABE
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

COUNTY OF Loudoun , to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Patrick H. McCabe as President of COURTLAND SQUARE HOMEOWNERS ASSOCIATION, 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 23 day of March, 2022.



Valerie Thurman White
Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

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

APPROVED AS TO LEGAL FORM: TOWN OF PURCELLVILLE, VIRGINIA

Ran Magalong, Esq.

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

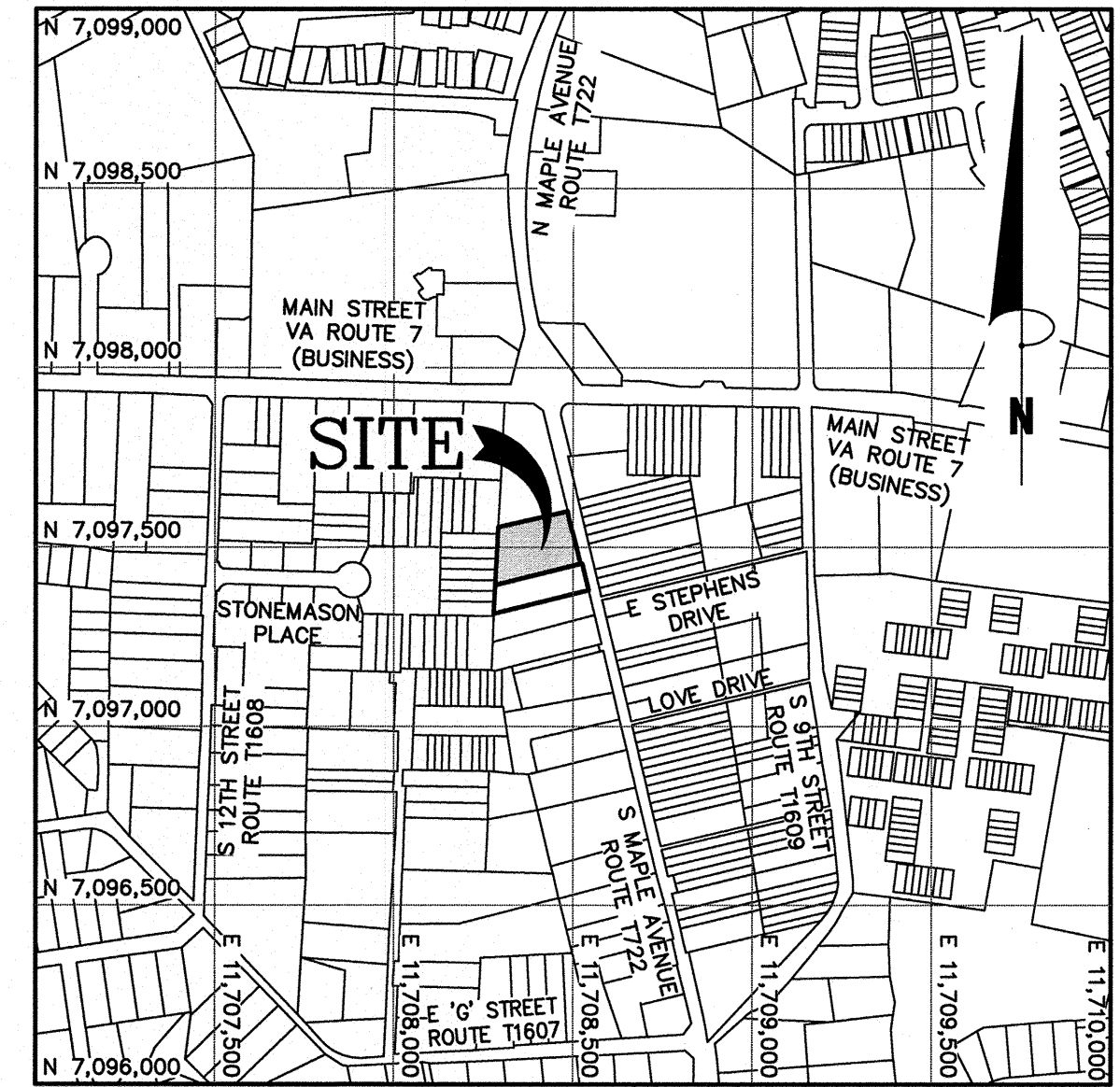
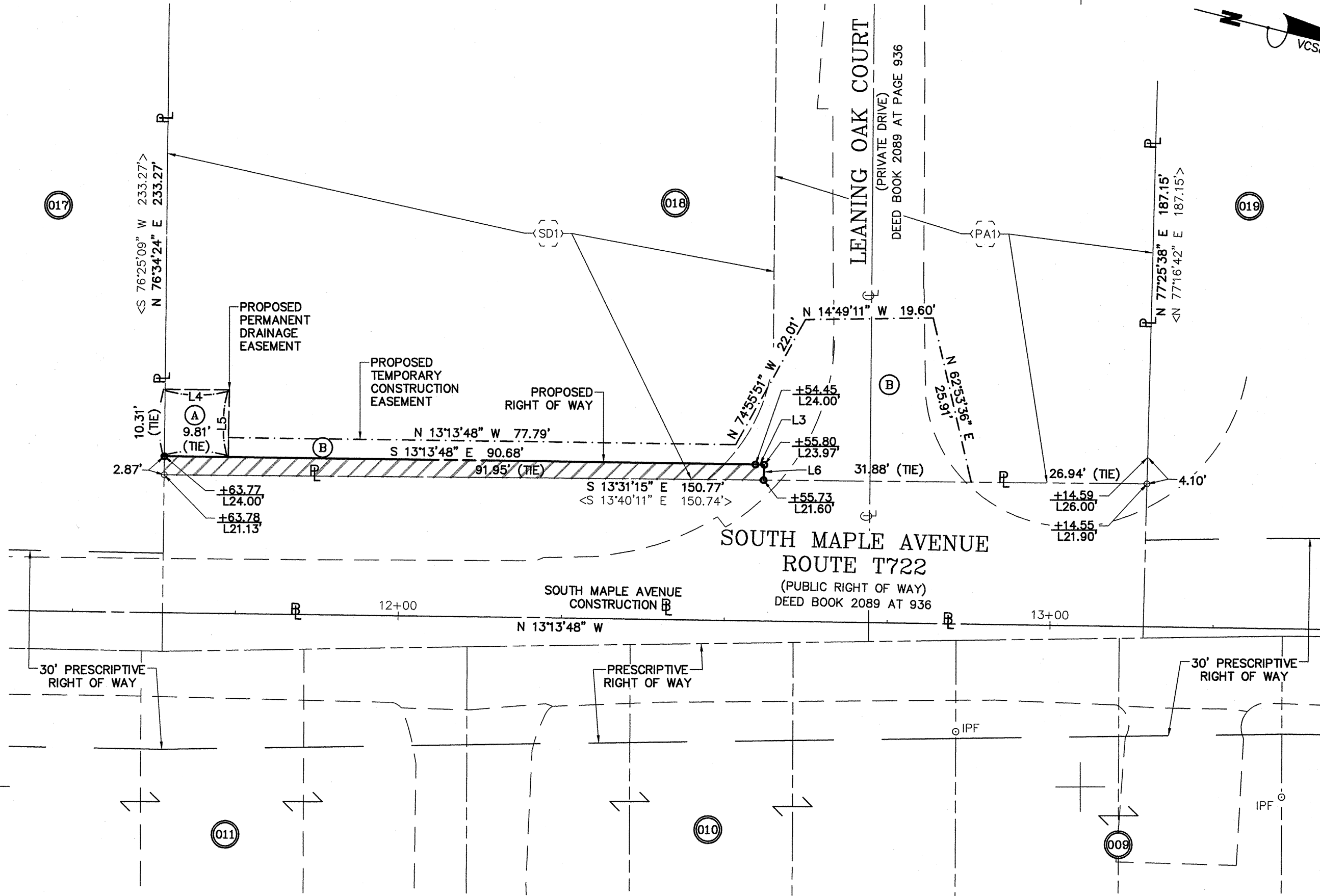
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify
that _____ as _____
of TOWN OF PURCELLVILLE, VIRGINIA, whose name is signed to the foregoing Deed,
appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____



VICINITY MAP
SCALE: 1" = 500'

AREAS OF EASEMENT TABLE			
#	EASEMENTS		
	PERMANENT DRAINAGE EASEMENT (S.F.) (A)	TEMPORARY CONSTRUCTION EASEMENT (S.F.) (B)	TEMPORARY CONSTRUCTION ENTRANCE EASEMENT (S.F.) (C)
019	102	948	0

FEE TAKE TABLE			
#	TOTAL FEE TAKE (S.F.)	TAKE SUMMARY	
		PRESCRIPTIVE (S.F.)	NON-PRESCRIPTIVE (S.F.)
019	242	0	242

NOTES

- I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APELSCIDLA REGULATIONS.
- THIS COMPILED PLAT WAS PREPARED TO SHOW THE 242 SQUARE FEET FEE TAKE (HATCHED AREA) AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
- NOT ALL PHYSICAL IMPROVEMENTS ARE SHOWN HEREON.
- THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOWN ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.
- NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
- THE DATUM ON THIS COMPILED PLAT IS BASED ON A FIELD RUN SURVEY PERFORMED BY BOWMAN CONSULTING GROUP LTD AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83).

OWNERSHIP TABLE								
#	PIN NUMBERS	OWNER NAME (NOW OR FORMERLY)	PROPERTY ADDRESS	DEED/INSTRUMENT OF ACQUISITION	AREA PER ASSESSMENTS	SUBDIVISION	PHASE/SECTION/LOT	SUBDIVISION DEED REFERENCE
009	LOT 31 - 488-20-7094 LOT 32 - 488-20-7092	Daniel D. GARRETT AND Jo Ann GARRETT AND Marilee LAMBERT	120 MAPLE AVENUE S	INSTRUMENT 20110913-0055760	LOT 31 - 0.18 AC. LOT 32 - 0.18 AC.	LOVE ESTATE SUBDIVISION	LOT 31 AND 32 BLOCK A	DEED BOOK 9R AT PAGE 183
010	LOT 33 - 488-20-7189 LOT 34 - 488-20-7187 LOT 35 - 488-20-7284	Andrew KOWALSKI AND Cara STEINBERG	130 MAPLE AVENUE S	INSTRUMENT 20160425-0023567	LOT 33 - 0.18 AC. LOT 34 - 0.18 AC. LOT 35 - 0.18 AC.	LOVE ESTATE SUBDIVISION	LOT 33, 34 AND 35 BLOCK A	DEED BOOK 9R AT PAGE 183
011	LOT 36 - 488-20-7280 LOT 37 - 488-20-7280 LOT 38 - 488-20-7280	Rebecca A. FIDDLER	140 MAPLE AVENUE S	DEED BOOK 399 AT PAGE 87 INSTRUMENT 20170223-0011670	0.54 AC.	LOVE ESTATE SUBDIVISION	LOT 36, 37 AND 38 BLOCK A	DEED BOOK 9R AT PAGE 183
017	488-20-4169	John Clayton ASHTON, III TRUSTEE AND Sharon Cochran ASHTON, TRUSTEE UNDER THE ASHTON FAMILY TRUST DATED JULY 31, 2014	151 MAPLE AVENUE S	INSTRUMENT 20140903-0049088	0.45 AC.	-	-	-
018	488-20-3678	COURTLAND SQUARE HOMEOWNERS ASSOCIATION	NO ADDRESS PER ASSESSMENTS	DEED BOOK 2089 AT PAGE 936	0.73 AC.	COURTLAND SQUARE	LOT OS-B	DEED BOOK 2089 AT PAGE 936
019	488-30-3806	LP TITLE, LLC AND MGB PROPERTIES VA, LLC	101 MAPLE AVE S	INSTRUMENT 20140818-0045679	1.06 AC	-	-	-

LEGEND

CONSTRUCTION BASELINE
PROPERTY LINE
BEARING AND DISTANCE OF RECORD
PERMANENT DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION ENTRANCE EASEMENT

PARCEL HOOK

FEE TAKE
IRON PIPE FOUND
PK NAIL FOUND

IPF
PKF

LINE TABLE

LINE	BEARING	DISTANCE
L3	S 12°01'32" E	1.35'
L4	N 13°31'15" W	9.84'
L5	N 76°46'12" E	10.36'
L6	N 78°34'41" E	2.37'

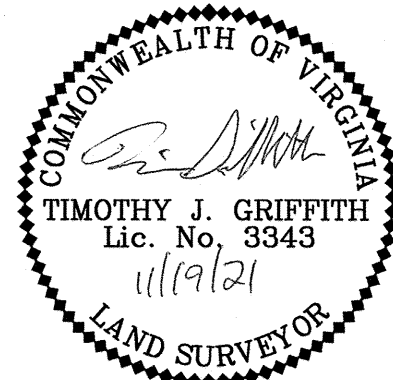
EASEMENT LEGEND

(PA1) EX. ACCESS & UTILITY EASEMENT
DEED BOOK 2089 AT PAGE 936

(SD1) EX. STORMWATER DETENTION EASEMENT
DEED BOOK 2089 AT PAGE 936

GRAPHIC SCALE

0' 15' 30' 45'



COMPILED PLAT SHOWING
242 SQUARE FEET FEE TAKE AREA AND VARIOUS EASEMENTS
BEING GRANTED TO THE
TOWN OF PURCELLVILLE, VIRGINIA

PROPERTY OF
COURTLAND SQUARE HOMEOWNERS ASSOCIATION
DEED BOOK 2089 AT PAGE 936
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 15' DATE: MAY 29, 2020

REVISION			
10/25/21	ENG UPDATE		
11/19/21	TOWN COMMENTS		

Bowman CONSULTING

Bowman Consulting Group, Ltd.
101 South Street, SE
Leesburg, Virginia 20175

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Fax: (703) 443-2425
www.bowmanconsulting.com

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DWG: P:\100138\100138-01-003 (SUR) - Purcellville Main St + Maple Ave\Survey\Plats\100138-C-RP-009.dwg BY: PFM CHK: TG QC:

BCG PROJECT NO: 100138-01-003 TASK: 00013 COUNTY REF NO: 488-20-3678 SHEET 1 OF 1