

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	_____, 20____
NAME OF GRANTORS:	1) JEROME MAURICE <u>DRUMMOND, TRUSTEE</u> 2) KIWAMI Y. <u>DRUMMOND, TRUSTEE</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:	331 S. 12 TH STREET, PURCELLVILLE VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 20211028-0110278, corrected by INSTRUMENT NO. 20211130-0118733
PLAT PREPARED BY:	BOWMAN CONSULTING GROUP, LTD.
TAX MAP IDENTIFICATION NO.:	/35A2/3/3//46A
PARCEL IDENTIFICATION NO.:	488-29-3323
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 003

THIS DEED OF EASEMENT (the “**Deed**”) is made this ____ day of _____, 20____, by and between **JEROME MAURICE DRUMMOND, TRUSTEE** and **KIWAMI Y. DRUMMOND, TRUSTEE**, either of whom may act, as Co-Trustees under Declaration of Trust Dated February 23, 2018, known as the Jerome and Kiwami Drummond Family Trust (*Share H*), as to an undivided one-half (1/2) interest, and as Co-Trustees under Declaration of Trust Dated February 23, 2018, known as the Jerome and Kiwami Drummond Family Trust (*Share W*), as to an undivided one-half (1/2) interest (hereinafter referred to collectively 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 as Loudoun County Parcel Identification Number 488-29-3323 (the “**Property**”), as shown on the plat attached hereto dated December 21, 2021, entitled “COMPILED PAT SHOWING VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA PROPERTY OF JEROME MAURICE DRUMMOND AND KIWAMI Y. DRUMMOND (SHARE H) AND JEROME MAURICE DRUMMOND AND KIWAMI Y. DRUMMOND (SHARE W)” and prepared by Bowman Consulting of Leesburg, Virginia (the “**Plat**”).

R2. The Property is situate in the Town of Purcellville, Virginia, Owner having acquired the Property by deed recorded in Instrument No. 20211028-0110278 and corrected by Instrument No. 20211130-0118733, among the land records of Loudoun County, Virginia.

R3. The Property is not subject to the lien of any deed of trust.

R4. The Town is performing drainage, roadway, water and sewer improvements along South 12th Street, including, without limitation, installation of sidewalk, curb and gutter, storm sewer pipe and appurtenances, new asphalt, new water main, and sanitary sewer repairs (the “**Project**”). The Town has fully explained to the Owner how the Project and the planned improvements affect the Property. Both parties desire that these public improvements be made and that the project be completed.

R5. It is the desire and intent of Owner to grant and convey unto the Town the easements in the locations as shown on the Plat and in accordance with this Deed and the Plat.

PERMANENT SIDEWALK EASEMENT

NOW THEREFORE, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent sidewalk easement upon and across the Property for the purpose of installing, constructing, repairing, maintaining, adding to, replacing, and altering present or future public sidewalks and appurtenant facilities, said easement being more particularly bounded and described as "Proposed Permanent Sidewalk Easement" on the Plat. The easement is subject to the following conditions:

1. All appurtenant facilities which 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 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 being conveyed, deemed by the Town to interfere with the proper and efficient construction, installation, operation, and maintenance of said public sidewalks 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 public sidewalks and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities as appropriate located outside the easement.
4. The Owner reserve 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 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 make any use of the easement that increases the Town's operation and maintenance and or restoration costs, then the Owner shall pay such increase in costs.

TEMPORARY CONSTRUCTION EASEMENTS
and TEMPORARY ENTRANCE EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, temporary construction easements and a temporary entrance easement through, upon, and across the Property for the purpose of grading and construction, said easements being more particularly bounded and described as "Proposed Temporary Construction Easement" and "Proposed Temporary Entrance Easement" on the Plat. The easements 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 easements. The easements are subject to the following conditions:

1. All appurtenant facilities which are installed in the easements 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 easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements 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.
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 easements 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 easements to its original condition to the extent it was disturbed by the Town, but not the replacement of structures, trees, or other obstructions.

4. The Owner reserves the right to make use of the easements herein granted in a manner that is consistent with the rights herein conveyed and that does not interfere with the use of the easements by the Town for the purposes named; provided, however, that if Owner makes any use of the easement areas 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:

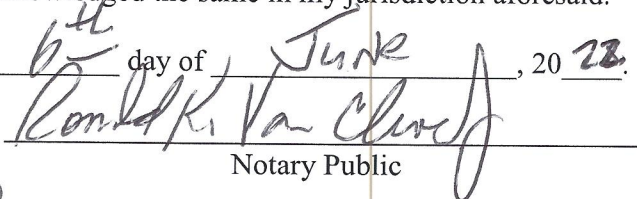


JEROME MAURICE DRUMMOND, TRUSTEE
under Declaration of Trust Dated February 23, 2018,
known as the Jerome and Kiwami Drummond
Family Trust (*Share H*) and under Declaration of
Trust Dated February 23, 2018, known as the Jerome
and Kiwami Drummond Family Trust (*Share W*)

COMMONWEALTH OF VIRGINIA
COUNTY OF London, to wit:

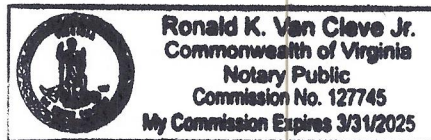
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify
that JEROME MAURICE DRUMMOND, TRUSTEE, whose name is signed to the foregoing
Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 6th day of June, 20 22.


Notary Public

My Commission Expires: 3/31/2025

My Notary Registration Number: 127745



OWNER:

Ki Y. Drummond

KIWAMI Y. DRUMMOND, TRUSTEE under Declaration of Trust Dated February 23, 2018, known as the Jerome and Kiwami Drummond Family Trust (*Share H*) and under Declaration of Trust Dated February 23, 2018, known as the Jerome and Kiwami Drummond Family Trust (*Share W*)

COMMONWEALTH OF VIRGINIA

COUNTY OF London, to wit:

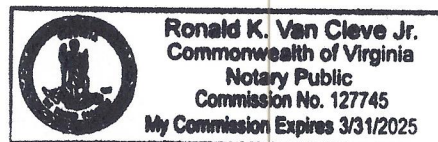
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that KIWAMI Y. DRUMMOND, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 6th day of June, 2022.

Ronald K. Van Cleve Jr.
Notary Public

My Commission Expires: 3/31/2025

My Notary Registration Number: 127745



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: _____

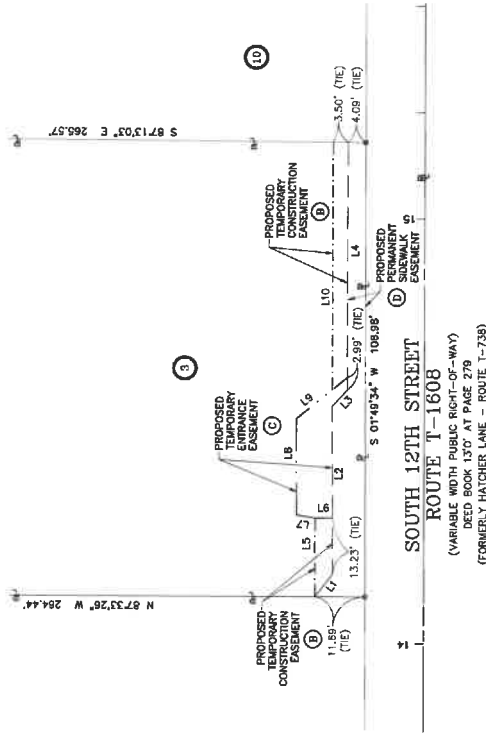
My Notary Registration Number: _____

OWNERSHIP TABLE

#	PARCEL ID	OWNER NAME	PROPERTY ADDRESS	DEED/INSTRUMENT OF ACQUISITION	SUBDIVISION	PHASE/SECTION/LOT	SUBDIVISION DEED REFERENCE
2	488-29-3811	Trustees of the AUSTIN GROVE METHODIST CHURCH (1/3 UNDIVIDED INTEREST) Trustees of the GRACE ANNEX UNITED METHODIST CHURCH (1/3 UNDIVIDED INTEREST) and Trustees of the POWELLS GROVE UNITED METHODIST CHURCH (1/3 UNDIVIDED INTEREST)	341 12TH ST S	DEED 794 AT PAGE 737	-	-	-
3	488-29-3323	Jerome Maurice DRUMMOND and Kiwami Y. DRUMMOND, Trustees of the JEROME AND KIWAMI DRUMMOND FAMILY TRUST (SHARE H) Dated February 23, 2018 Jerome Maurice DRUMMOND and Kiwami Y. DRUMMOND, Trustees of the JEROME AND KIWAMI DRUMMOND FAMILY TRUST (SHARE W) Dated February 23, 2018	331 12TH ST S	INSTRUMENT 20180423-0023100 INSTRUMENT 20211130-0118733	-	-	-
10	488-29-3332	Chester A. KOWALCZYK and Lena M. KOWALCZYK	321 12TH ST S	INSTRUMENT 20080804-0052803	-	-	-

AREAS OF EASEMENT TABLE

#	EASEMENTS		
	TEMPORARY CONSTRUCTION EASEMENT (S.F.)	PERMANENT ENTRANCE EASEMENT (S.F.)	PERMANENT SIDEWALK EASEMENT (S.F.)
003	284	238	615



LEGEND

- CONSTRUCTION BASELINE
- PROPERTY LINE
- PERMANENT SIDEWALK EASEMENT
- CONSTRUCTION EASEMENT
- TEMPORARY ENTRANCE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 39°30'42\"	6.74
L2	N 01°41'00\"	39.46
L3	N 44°49'09\"	5.17
L4	N 01°52'42\"	58.35
L5	N 01°52'42\"	4.07
L6	S 88°19'00\"	4.07
L7	N 78°36'18\"	4.46
L8	N 01°52'40\"	22.64
L9	N 52°52'21\"	15.31
L10	N 01°52'40\"	58.24



ADVANCED COPY

NOT FOR RECORDATION



VICINITY MAP

SCALE: 1" = 500'

NOTES

1. TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DOR APPLICABLE REGULATIONS.
2. NOT ALL PHYSICAL IMPROVEMENTS ARE SHOWN HEREON.
3. THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.
4. NO REVISION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
5. 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).

COMPILED PLAT SHOWING
VARIOUS EASEMENTS
BEING GRANTED TO THE
TOWN OF PURCELLVILLE, VIRGINIA

PROPERTY OF
JEROME MAURICE DRUMMOND AND KIWAMI Y. DRUMMOND (SHARE H) AND JEROME MAURICE DRUMMOND AND KIWAMI Y. DRUMMOND (SHARE W)

INSTRUMENT 20180423-0023102
INSTRUMENT 20211130-0118733
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 20'

DATE: DECEMBER 21, 2021

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
311 South Street, SE
Lexington, Virginia 20058
Phone (703) 465-5400
Fax (703) 465-5405
www.bowmanconsulting.com

PROJECT NO: 180135-01-005 TASK: 00008 COUNTY REF NO: 488-29-3323

BOW PROJECT NO: 180135-01-005 TASK: 00008 COUNTY REF NO: 488-29-3323