

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	<u>March 17<sup>th</sup>, 2022</u>
NAME OF GRANTORS:	1) <u>NESSELRODTE PROPERTIES, L.L.C.</u> 2) <u>MICHAEL L. BRYAN, TRUSTEE</u> 3) <u>JOHN R. FRIANT, JR., TRUSTEE</u> 4) <u>BANK OF CLARKE COUNTY</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:	720 E MAIN STREET, PURCELLVILLE VA LOVE'S SUBDIVISION LOTS 16, 17, 18 & 19
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 201702170010669
PLAT PREPARED BY:	BOWMAN CONSULTING GROUP, LTD.
TAX MAP IDENTIFICATION NOS.:	/35A2/1/A//16/, /35A2/1/A//17/, /35A2/1/A//18/, /35A2/1/A//19/
PARCEL IDENTIFICATION NOS.:	488-30-7510, 488-30-7210, 488-30-7010, 488-30-6710
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 006; MAIN & MAPLE IMPROVEMENTS

THIS DEED OF EASEMENT (the “**Deed**”) is made this 17<sup>th</sup> day of March, 2022, by and between **NESSELRODTE PROPERTIES, L.L.C.**, a Virginia limited liability company (hereinafter referred to as “**Owner**”); **MICHAEL L. BRYAN, TRUSTEE** and **JOHN R. FRIANT, JR., TRUSTEE**, either of whom may act (hereinafter referred to collectively as “**Trustee**”); **BANK OF CLARKE COUNTY** (hereinafter referred to as “**Beneficiary**”); 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 Numbers 488-30-7510, 488-30-7210, 488-30-7010, and 488-30-6710 (collectively, the “**Property**”), as shown on the plat attached hereto and made a part hereof dated June 8, 2020 and revised through January 28, 2022, entitled “COMPILED PLAT SHOWING A PROPOSED PERMANENT DRAINAGE EASEMENT BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA; PROPERTIES OF NESSELRODTE PROPERTIES, L.L.C.” 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 (“**Land Records**”), Virginia, as Instrument No. 201702170010669.

**R3.** The Property is subject to the lien of a certain Purchase Money Credit Line Deed of Trust dated February 15, 2017 and recorded among the Land Records as Instrument No. 20170217-0010670 (the “**Deed of Trust**”), wherein the Property was conveyed unto the Trustee, in trust, to secure a certain indebtedness, as more specifically set forth therein.

**R4.** 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.

**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.

### **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 "10' 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 easements.

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 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 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 it was 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.

#### **TRUSTEE'S SUBORDINATION**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Trustee, as authorized to act by the Beneficiary, as shown by its execution hereto, does hereby subordinate the said lien of the Deed of Trust to the easements herein conveyed.

#### **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, the Trustee, and the Beneficiary, 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:

NESSELRODTE PROPERTIES, L.L.C.

By: Donald (SEAL)  
Name: DONALD NESSELRODTE  
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
COUNTY OF Loudoun, to wit:

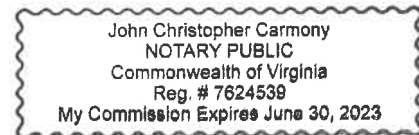
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Donald Nesselrodte as Owner of NESSELRODTE PROPERTIES, L.L.C., whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17<sup>th</sup> day of March, 2022.

John Christopher Carmony  
Notary Public

My Commission Expires: 6-30-2023

My Notary Registration Number: 7624539



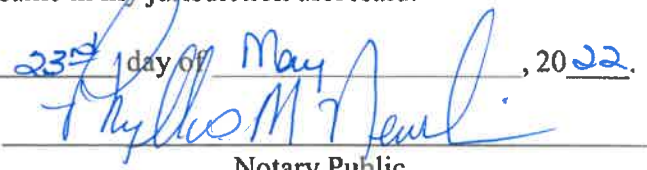
  
MICHAEL L. BRYAN, TRUSTEE

~~JOHN R. FRIANT, JR., TRUSTEE~~

COMMONWEALTH OF VIRGINIA  
COUNTY OF City of Winchester, to wit:

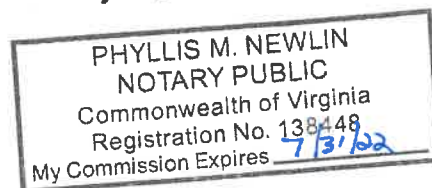
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MICHAEL L. BRYAN, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 23<sup>rd</sup> day of May, 2022.

  
Notary Public

My Commission Expires: 7/31/22

My Notary Registration Number: 138448



COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that JOHN R. FRIANT, JR., 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_



BENEFICIARY:

BANK OF CLARKE COUNTY

By: [Signature] (SEAL)  
Name: James R. George II  
Title: Executive Vice President

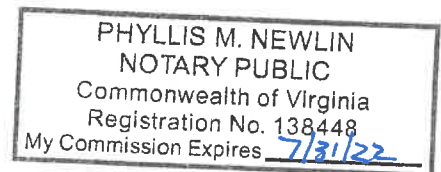
COMMONWEALTH OF VIRGINIA  
COUNTY OF City of Winchester to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that James R. George II as Executive Vice President of BANK OF CLARKE COUNTY, 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<sup>rd</sup> day of May, 2022.

[Signature]  
Notary Public

My Commission Expires: 7/31/22  
My Notary Registration Number: 138448



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:

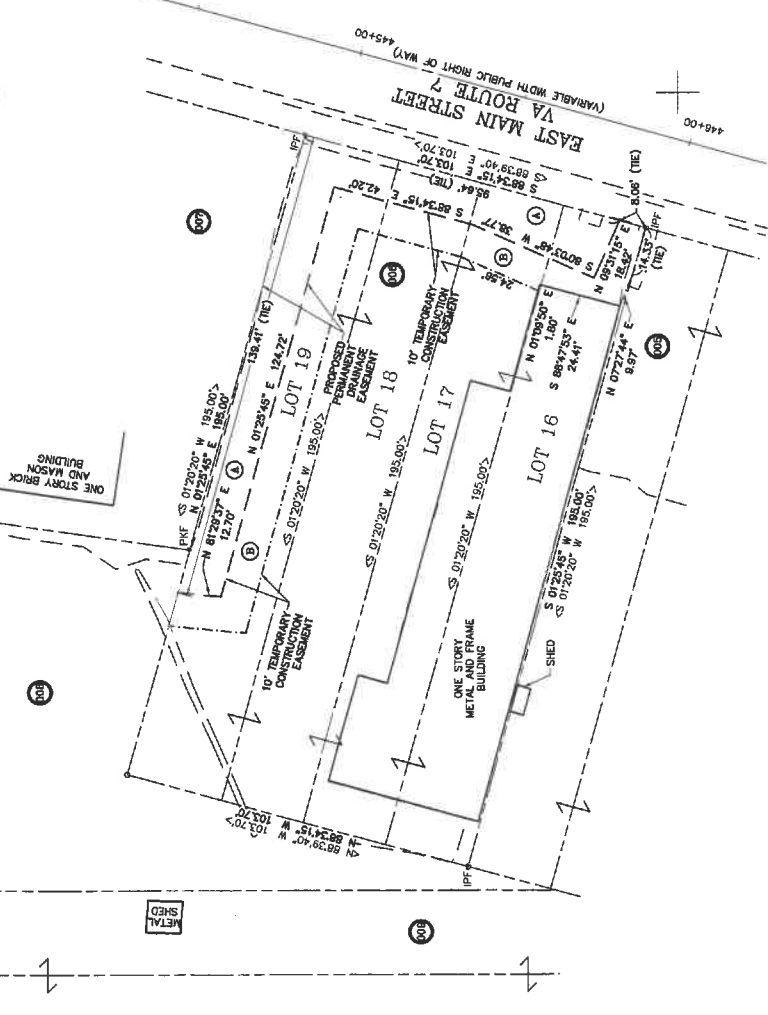
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that \_\_\_\_\_ as \_\_\_\_\_  
of TOWN OF PURCELLVILLE, VIRGINIA, whose name is signed to the foregoing Deed,  
appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

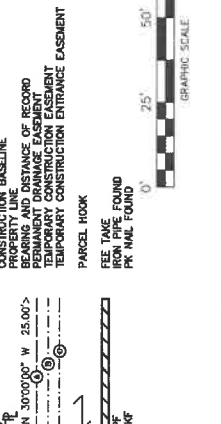
My Notary Registration Number: \_\_\_\_\_



OWNERSHIP TABLE

PIN NUMBERS	OWNER NAME (NOW OR FORMERLY)	PROPERTY ADDRESS	DEED/INSTRUMENT OF ACQUISITION	AREA PER ASSESSMENTS	SUBDIVISION	PHASE/SECTION/LOT	SUBMISSION DEED REFERENCE
LOT 12 - 488-30-8810 LOT 13 - 488-30-8811 LOT 14 - 488-30-8812 LOT 15 - 488-30-8813	BAY PARTNERSHIP LLC	730 MAIN STREET E	INSTRUMENT 20160105-0000417	LOT 12 - 0.11 AC. LOT 13 - 0.11 AC. LOT 14 - 0.11 AC. LOT 15 - 0.11 AC.	LOTS 12, 13, 14, 15, 16, 17, 18 AND 19, BLOCK A, ALICE O. LOVE SUBDIVISION	LOTS 12, 13, 14 & 15	DEED BOOK 827 AT PAGE 305
LOT 16 - 488-30-7910 LOT 17 - 488-30-7911 LOT 18 - 488-30-7912 LOT 19 - 488-30-8710	NESSLERODTE PROPERTIES, L.L.C.	720 MAIN STREET E	INSTRUMENT 20170217-0010689	LOT 16 - 0.11 AC. LOT 17 - 0.11 AC. LOT 18 - 0.11 AC. LOT 19 - 0.11 AC.	LOTS 12, 13, 14, 15, 16, 17, 18 AND 19, BLOCK A, ALICE O. LOVE SUBDIVISION	LOTS 16, 17, 18 AND 19	DEED BOOK 827 AT PAGE 305
488-30-8213	POLLIN FAMILY-VIRGINIA, LLC	700 MAIN STREET E	INSTRUMENT 20040120-0005244	0.55 AC.	PARCEL B AND PARCEL C CONSOLIDATION	PARCEL B	INSTRUMENT 20170317-0008457
488-20-8196	NESSLERODTE PROPERTIES, L.L.C.	NO ADDRESS PER ASSESSMENTS	INSTRUMENT 20170217-0010688	0.45 AC.	LOT A	LOT A	DEED BOOK 1082 AT PAGE 125
LOT 31 - 488-20-7984 LOT 32 - 488-20-7982	DAVID D. GARRETT AND JA ANN GARRETT McKees LAMBERT	120 MAPLE AVENUE S	INSTRUMENT 20110613-0055760	LOT 31 - 0.18 AC. LOT 32 - 0.18 AC.	LOVE ESTATE SUBDIVISION	LOT 31 AND 32 BLOCK A	DEED BOOK 98 AT PAGE 183

LEGEND



AREAS OF EASEMENT TABLE

EASEMENTS	PERMANENT EASEMENT (S.F.)	TEMPORARY CONSTRUCTION EASEMENT (S.F.)	TEMPORARY CONSTRUCTION ENTRANCE EASEMENT (S.F.)
①	2,870	2,363	0



NOTES

1. TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAN MEETS THE MINIMUM PLAN STANDARDS OF THE VA DPOR APPLICABLE REGULATIONS.
2. THIS COMPILED PLAN DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTIES HEREON.
3. NOT ALL PHYSICAL IMPROVEMENTS ARE SHOWN HEREON.
4. THIS COMPILED PLAN WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTIES SHOWN HEREON.
5. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAN.
6. THE DATUM ON THIS COMPILED PLAN IS BASED ON A FIELD RUN SURVEY PERFORMED BY BOWMAN CONSULTING GROUP LTD AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83).

COMPILED PLAN SHOWING  
A PROPOSED PERMANENT  
DRAINAGE EASEMENT  
BEING GRANTED TO THE  
TOWN OF PURCELLVILLE, VIRGINIA

PROPERTIES OF  
**NESSLERODTE PROPERTIES, L.L.C.**  
INSTRUMENT 20170217-0010689  
BLUE RIDGE ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 25'  
DATE: JUNE 8, 2020

**Bowman CONSULTING**  
Bowman Consulting Group, Ltd.  
21 Bank Street, SE  
Leesburg, Virginia 20109  
Phone (703) 449-2400  
Fax (703) 449-2405  
www.bowmanconsulting.com

REVISION  
12/22/21 ENG CHANGES  
01/28/22 ENG CHANGES

PROJECT NO: 100139-01-0031 TASK: 00013 COUNTY REF NO: SEE 103

BY: FRI  
CHK: TDI  
QC: 1 OF 1