

RECORDATION COVER SHEET

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| TYPE OF INSTRUMENT: | DEED OF DEDICATION AND EASEMENT |
| DATE OF INSTRUMENT: | <u>March 17th, 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: | FOLLIN DIVISION PARCEL A |
| DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED: | INSTRUMENT NO. 201702170010669 |
| PLAT PREPARED BY: | BOWMAN CONSULTING GROUP, LTD. |
| TAX MAP IDENTIFICATION NO.: | /35A210/////A/ |
| PARCEL IDENTIFICATION NO.: | 488-20-6196 |
| 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 008; MAIN & MAPLE IMPROVEMENTS |

THIS DEED OF DEDICATION AND EASEMENT (the “**Deed**”) is made this 17th day of March, 20 22, 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 Number 488-20-6196 (the “**Property**”), as shown on the plat attached hereto and made a part hereof dated June 8, 2020 and revised through January 25, 2022, entitled “COMPILED PLAT SHOWING 3,041 SQUARE FEET FEE TAKE AREA AND VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA PROPERTY 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, Virginia (“**Land Records**”), 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 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.

R6. 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.

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 3,041 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 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 the 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 RELEASE AND SUBORDINATION

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 Trustee, as authorized to act by the Beneficiary, as shown by its execution hereto, does hereby release and discharge from the lien of the Deed of Trust, that portion of the Property dedicated for public use and does hereby subordinate said lien of the Deed of Trust to the easements hereby conveyed.

TO HAVE AND TO HOLD said released property unto the Owner, its successors and assigns, fully released discharged from the lien of the Deed of Trust.

It is expressly understood that the aforementioned release shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject 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:

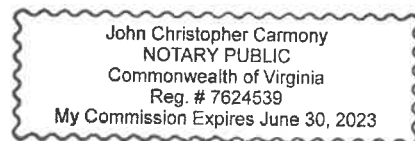
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Donald Nesselrodte as Owner of NESSELRODTE PROPERTIES, L.L.C., whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17th day of March, 2022.

John Christopher Carmony
Notary Public

My Commission Expires: 6-30-2023

My Notary Registration Number: 7624539



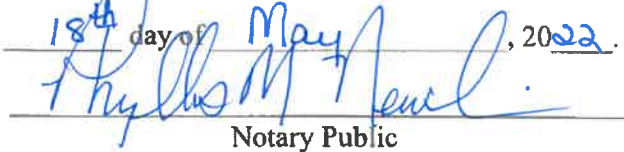

MICHAEL L. BRYAN, TRUSTEE

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

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

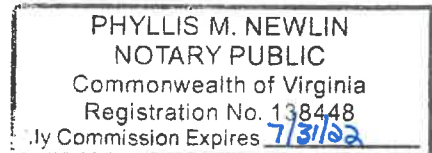
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that MICHAEL L. BRYAN, TRUSTEE, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18th 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 George
Title: EVP

COMMONWEALTH OF VIRGINIA
COUNTY OF Winchester, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that James George as EVP 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 19 day of May, 2022.

[Signature]
Notary Public

My Commission Expires: 11/30/2025

My Notary Registration Number: 7944001



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: _____

