

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF DEDICATION AND EASEMENT
DATE OF INSTRUMENT:	_____, 2022
NAME OF GRANTORS:	1) IAN <u>CHAMBERS</u> 2) ALANA <u>CHAMBERS</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:	201 S. MAPLE AVE, PURCELLVILLE, VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 20211110-0113815
PLAT PREPARED BY:	BOWMAN CONSULTING GROUP, LTD.
TAX MAP IDENTIFICATION NO.:	/35A2/3/1///1A
PARCEL IDENTIFICATION NO.:	488-20-4459
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 016; MAIN & MAPLE IMPROVEMENTS

THIS DEED OF DEDICATION AND EASEMENT (the “**Deed**”) is made this _____ day of _____, 2022, by and between IAN CHAMBERS and ALANA CHAMBERS (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 by Loudoun County Parcel Identification Number 488-20-4459 (the “**Property**”), as shown on the plat attached hereto and made a part hereof dated May 28, 2020 and revised through March 29, 2022, entitled “COMPILED PLAT SHOWING 2,176 SQUARE FEET FEE TAKE AREA AND VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA; PROPERTY OF IAN CHAMBERS AND ALANA CHAMBERS” 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. 20211110-0113815.

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.

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 2,176 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 AND TEMPORARY CONSTRUCTION ENTRANCE 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 and temporary construction 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 Construction 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. 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.

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 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 the extent they were disturbed by the Town.
3. The Owner reserves the right to make use of easements 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 easements 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**

FURTHER WITNESS the following signatures and seals.

OWNER:

IAN CHAMBERS

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

COMMONWEALTH OF VIRGINIA
COUNTY OF London, to wit:

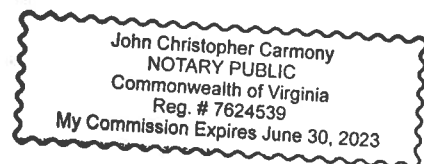
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that IAN CHAMBERS, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 3rd day of June, 2022.

John Christopher Carmony
Notary Public

My Commission Expires: 6-30-2023

My Notary Registration Number: 7624539



OWNER:

ALANA CHAMBERS

By: _____ (SEAL)
Name: Alana M Chambers
Title: _____

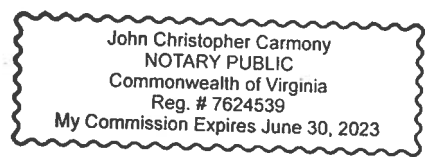
COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that ALANA CHAMBERS, 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 3rd day of June, 2022, 2021.

John Christopher Carmony
Notary Public

My Commission Expires: 6-30-2023
My Notary Registration Number: 7624539



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:

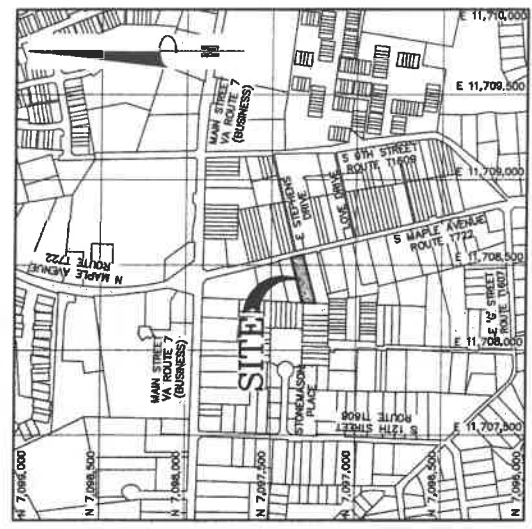
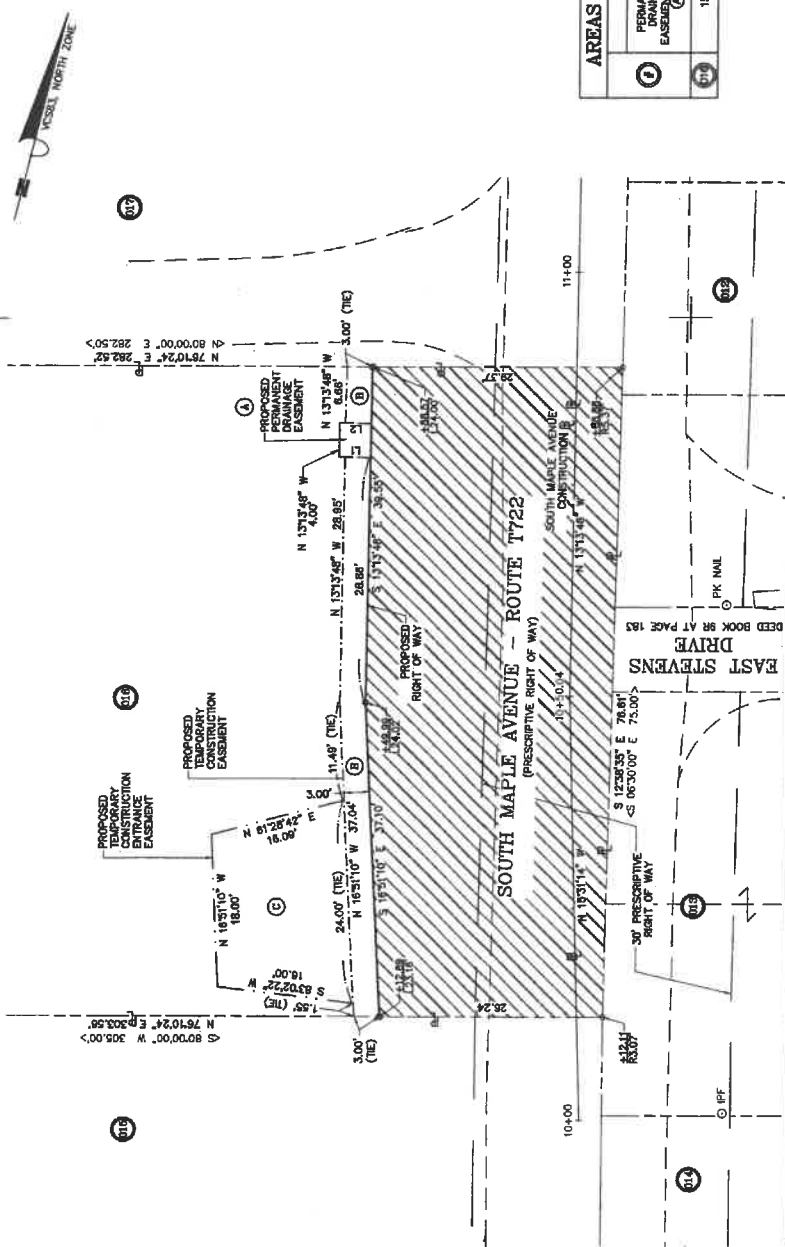
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify
that _____ as _____
of TOWN OF PURCELLVILLE, VIRGINIA, whose name is signed to the foregoing Deed,
appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____



VICINITY MAP
SCALE: 1" = 800'

AREAS OF EASEMENT TABLE			FEE TAKE TABLE		
EASEMENTS	PERMANENT EASEMENT (S.F.)	TEMPORARY CONSTRUCTION EASEMENT (S.F.)	TAKES SUMMARY		
			TAKES SUMMARY		
PERMANENT EASEMENT (S.F.)	TEMPORARY CONSTRUCTION EASEMENT (S.F.)	NON-PRESERVATIVE EASEMENT (S.F.)	TOTAL FEE TAKE (S.F.)	PRESERVATIVE (S.F.)	NON-PRESERVATIVE (S.F.)
15	216	331	2,176	1,148	1,027

NOTES

1. TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APPLICABLE REGULATIONS.
2. THIS COMPILED PLAT WAS PREPARED TO SHOW THE 2,176 SQUARE FEET FEE TAKE (HATCHED AREA) AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
3. NOT ALL PHYSICAL IMPROVEMENTS ARE SHOWN HEREON.
4. 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.
5. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
6. 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
2,176 SQUARE FEET FEE TAKE AREA AND VARIOUS EASEMENTS
BEING GRANTED TO THE
TOWN OF PURCELLVILLE, VIRGINIA

PROPERTY OF
IAN CHAMBERS AND ALANA CHAMBERS
INSTRUMENT 20211110-0113815
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 10'
DATE: MAY 28, 2020



Bowman CONSULTING
Bowman Consulting Group Ltd
18 South Street, 2nd
Leesburg, Virginia 22076
Phone: 703-448-2400
Fax: 703-448-2405
www.bowmanconsulting.com

OWNERSHIP TABLE				
PIN NUMBERS	OWNER NAME (NON OR FORMERLY)	PROPERTY ADDRESS	DEED/INSTRUMENT OF ACQUISITION	AREA PER ASSESSMENTS
LOT 39 - 488-20-7475	Teresa A. Maxwell	150 MAPLE AVENUE S	INSTRUMENT 20051117-0130330	LOT 39 - 0.18 AC.
LOT 40 - 488-20-7572	Susan Grace Bremer	200 MAPLE AVENUE S	INSTRUMENT 20171108-0070312	LOT 40 - 0.18 AC.
LOT 1 - 488-20-7784	Charles G. Hatcher, SR. AND Patricia W. Hatcher	210 MAPLE AVENUE S	DEED BOOK 1833 AT PAGE 1343	LOT 41 - 0.18 AC.
488-20-7656	Frank W. Diehl AND Marjorie K. Diehl	211 MAPLE AVENUE S	DEED BOOK 884 AT PAGE 1785	0.33 AC.
488-20-4382	Ian Chambers AND Alana Chambers	201 MAPLE AVENUE S	INSTRUMENT 20211110-0113815	0.57 AC.
488-20-4469	Ian Chambers, ALISTON, II TRUSTEE AND Sharon Cook ALISTON, TRUSTEE UNDER THE ALISTON FAMILY TRUST DATED JULY 31, 2014	151 MAPLE AVENUE S	INSTRUMENT 20140903-0046085	0.52 AC.
488-20-4169				0.46 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 76°10'24" W	3.70
L2	N 76°10'24" E	3.70

- LEGEND**
- CONSTRUCTION BASELINE
 - PROPERTY LINE
 - PERMANENT DRAINAGE EASEMENT
 - TEMPORARY CONSTRUCTION EASEMENT
 - TEMPORARY CONSTRUCTION ENTRANCE EASEMENT
 - PARCEL NOOK
 - FEE TAKE
 - FROM PIPE FOUND
 - PK NAIL FOUND

