

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	<u>July 18</u> , 20 <u>22</u>
NAME OF GRANTOR:	LELAND J FIEGEL
NAME OF GRANTEE:	TOWN OF PURCELLVILLE, VIRGINIA
COUNTY WHERE PROPERTY LOCATED:	LOUDOUN
ELECTION DISTRICT WHERE PROPERTY LOCATED:	BLUE RIDGE
BRIEF DESCRIPTION OF PROPERTY:	310 S. 12 <sup>TH</sup> STREET, PURCELLVILLE VA CATOCTIN RIDGE HOLDINGS LOT 5A1
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 20220602-0033005
EXHIBIT PREPARED BY:	BOWMAN
TAX MAP IDENTIFICATION NO.:	/35A225///5A1/
PARCEL IDENTIFICATION NO.:	488-29-7007
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 020

THIS DEED OF EASEMENT (the “**Deed**”) is made this 15<sup>th</sup> day of July, 2022, by and between **LELAND J FIEGEL** (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 as Loudoun County Parcel Identification Number 488-29-7007 (the “**Property**”) as shown on the exhibit attached hereto entitled “TEMPORARY CONSTRUCTION EASEMENT EXHIBIT 020 LELAND J FIEGEL” prepared by Bowman of Richmond, Virginia (the “**Exhibit**”).

**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, as Instrument No. 20220602-0033005.

**R3.** The Town is performing drainage, roadway, water and sewer improvements along S. 12<sup>th</sup> 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.

**R4.** It is the desire and intent of Owner to grant and convey unto the Town a temporary construction entrance easement in the location as shown on the Exhibit and in accordance with this Deed and the Exhibit.

#### **TEMPORARY CONSTRUCTION ENTRANCE 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 temporary construction entrance easement through, upon, and across the Property for the purpose of grading and construction, said easement being more particularly bounded and described as “Prop. Temp. Const’n Entrance Esmt.” on the Exhibit. 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. 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 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 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 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 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 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 easement 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 Exhibit, 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:

[Signature]  
LELAND J FIEGEL

COMMONWEALTH OF VIRGINIA  
COUNTY OF Loudan, to wit:

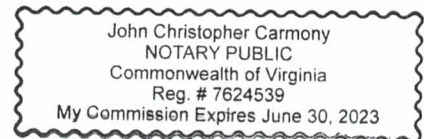
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that LELAND J FIEGEL whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18<sup>th</sup> day of July, 2022.

[Signature]  
Notary Public

My Commission Expires: 6-30-2023

My Notary Registration Number: 7624539



The Foregoing Easement Is 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\_\_\_\_.

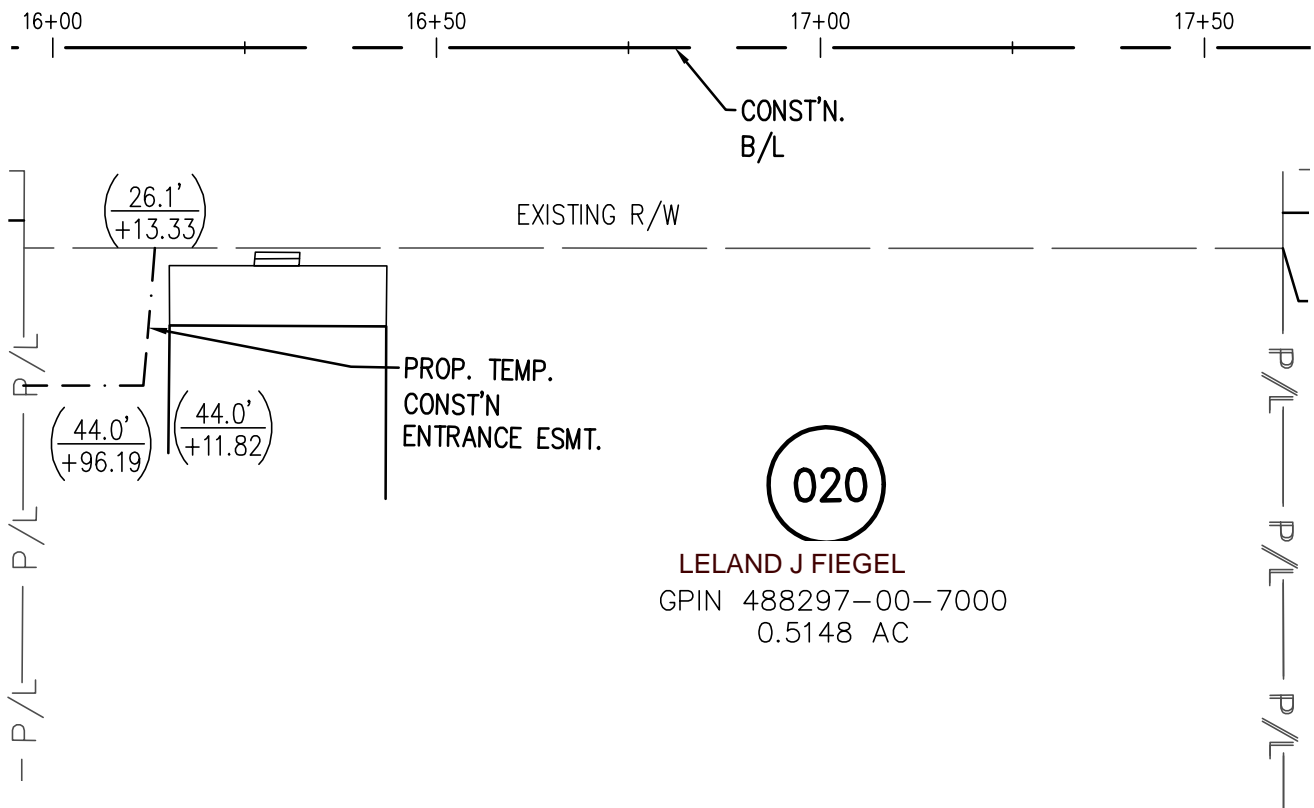
\_\_\_\_\_  
Notary Public

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

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



## SOUTH 12TH STREET



020

LELAND J FIEGEL  
GPIN 488297-00-7000  
0.5148 AC

SCALE: 1" = 25'

# Bowman

Bowman  
3951 Westerre Parkway Suite 150  
Richmond, Virginia 23233

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Fax: (804) 270-2008  
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PROJECT NO. U000-286-R69, RW-201

TEMPORARY CONSTRUCTION  
EASEMENT EXHIBIT 020

LELAND J FIEGEL

SCALE

