

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	<u>7-12-22</u>
NAME OF GRANTOR:	<u>UNITED BANKSHARES, INC., SUCCESSOR BY MERGER TO <u>UBV HOLDING COMPANY, LLC,</u> SUCCESSOR BY MERGER TO <u>CARDINAL FINANCIAL CORPORATION</u></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:	440 E. MAIN STREET, PURCELLVILLE VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NUMBER 20040608-0057397
PLAT PREPARED BY:	BOWMAN CONSULTING GROUP, LTD.
TAX MAP IDENTIFICATION NOS.:	/35A2/3/3///1A
PARCEL IDENTIFICATION NOS.:	488-39-4112
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 027

THIS DEED OF EASEMENT (the “Deed”) is made this 12<sup>th</sup> day of July, 2021, by and between UNITED BANKSHARES, INC., a West Virginia corporation, successor by merger to UBV HOLDING COMPANY, LLC, a Virginia limited liability company, as evidenced by the Certificate of Merger attached hereto as Exhibit A, in turn, was the successor by merger to CARDINAL FINANCIAL CORPORATION, a Virginia stock company, as evidenced by the Certificate of Merger attached hereto as Exhibit A-1 (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 by Loudoun County Parcel Identification Number 488-39-4112 (the “Property”), as shown on the plat attached hereto dated October 8, 2021, entitled “COMPILED PLAT SHOWING VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA PROPERTY OF CARDINAL FINANCIAL CORPORATION”, 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, as Instrument No. 20040608-0057397.

**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 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.

**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 DRAINAGE 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 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.

#### **PERMANENT SIDEWALK 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, 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, and, 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 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, a temporary construction 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" 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.

OWNER:

UNITED BANKSHARES, INC., SUCCESSOR BY  
MERGER TO UBV HOLDING COMPANY, LLC,  
SUCCESSOR BY MERGER TO  
CARDINAL FINANCIAL CORPORATION

By: [Signature] (SEAL)  
Name: Cynthia S. Bartnick  
Title: SVP, Facilities Director

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that Cynthia S. Bartnick as SVP, Facilities Director  
of UNITED BANKSHARES, INC. 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 12<sup>th</sup> day of July, 20 22.

Carisa D. Christian

Notary Public

My Commission Expires: 238632

My Notary Registration Number: 6/30/2024



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: \_\_\_\_\_



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, NOVEMBER 2, 2017

The State Corporation Commission finds the accompanying articles submitted on behalf of

UNITED BANKSHARES, INC. (A WV CORP NOT DOMICILED IN VA)

comply with the requirements of law and confirms payment of all required fees. Therefore, it is  
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the  
Commission, effective November 10, 2017, at 05:02 PM. Each of the following:

UBV Holding Company, LLC  
UBC HOLDING COMPANY, INC. (A WV CORP NOT DOMICILED  
IN VA)

is merged into UNITED BANKSHARES, INC. (A WV CORP NOT DOMICILED IN VA), which  
continues to exist under the laws of WEST VIRGINIA with the name UNITED BANKSHARES,  
INC. (A WV CORP NOT DOMICILED IN VA), and the separate existence of each non-surviving  
entity ceases.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann  
Commissioner

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17-11-02-1104

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COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, APRIL 20, 2017

The State Corporation Commission finds the accompanying articles submitted on behalf of

UBV Holding Company, LLC

comply with the requirements of law and confirms payment of all required fees. Therefore, it is  
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the  
Commission, effective April 21, 2017, at 05:01 PM. Each of the following:

CARDINAL FINANCIAL CORPORATION

is merged into UBV Holding Company, LLC, which continues to exist under the laws of  
VIRGINIA with the name UBV Holding Company, LLC, and the separate existence of each non-  
surviving entity ceases.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, reading "Judith Williams Jagdmann". The signature is written in a cursive, flowing style.

Judith Williams Jagdmann  
Commissioner

MERGACPT  
CIS0353  
17-04-20-1101

