

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	_____, 20____
NAME OF GRANTORS:	1. ALFRED M. <u>ARCHER, TRUSTEE</u> 2. STEVEN <u>ARCHER, TRUSTEE</u> 3. <u>CEDAR LANE BIBLEWAY CHURCH</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:	630 W. MAIN STREET, PURCELLVILLE, VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	DEED BOOK 1335 PAGE 1908
PLAT PREPARED BY:	MARSH & LEGGE LAND SURVEYORS, P.L.C.
TAX MAP IDENTIFICATION NO.:	/35////////70A
PARCEL IDENTIFICATION NO.:	523-30-8232
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

THIS DEED OF EASEMENT (the “Deed”) is made this ____ day of _____, 20____, by and between **ALFRED M. ARCHER, TRUSTEE**, and **STEVEN ARCHER, TRUSTEE**, as Trustees of **CEDAR LANE BIBLEWAY CHURCH** (hereinafter collectively 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 523-30-8232 (the “Property”), as shown on the plat attached hereto dated November 16, 2022, entitled “PLAT SHOWING VARIABLE WIDTH UTILITY EASEMENT HEREBY CREATED TAX ID 523-30-8232” and prepared by Marsh & Legge Land Surveyors, P.L.C. of Winchester, Virginia (the “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, in Deed Book 1335 at Page 1908.

R3. The Property is not subject to the lien of any deed of trust.

R4. The Town is performing sanitary sewer improvements along West Main Street, including, without limitation, installation of new gravity sewer pipe and appurtenances (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 the Owner to grant and convey unto the Town the easements in the location as shown on the Plat and as hereinafter provided.

PERMANENT UTILITY 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 utility easement through, upon, and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future sanitary sewer

pipe and appurtenances for the collection of sanitary sewage and its transmission through, across and upon the Property, said easement being more particularly bounded and described as “Variable Width Utility Esm’t Hereby Created (4,191 Sq. Ft.)” on the Plat. The easement shall be perpetual and shall run with the land. The easement is subject to the following conditions:

1. All sewer 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 sewer lines 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 sewer 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, specifically, the installation and placing of a fence, paved driveway and/or a parking lot, 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 EASEMENTS

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, temporary construction easements through, upon, and across the Property for the purpose of grading and construction, said easements being more particularly bounded and described as "Temporary Construction Esm't Hereby Created (410 Sq. Ft.)" and "Temporary Construction Esm't Hereby Created (1,266 Sq. Ft.)" 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 easements 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**

Alfred M. Archer

ALFRED M. ARCHER, TRUSTEE



COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that ALFRED M. ARCHER, 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 15 day of May, 2023.

Jennifer Quan

Notary Public

My Commission Expires: 1/3/24

My Notary Registration Number: 7973635

Steven Archer
STEVEN ARCHER, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, to wit:



I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that STEVEN ARCHER, 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 15 day of May, 2023.

Jennifer Quan
Notary Public

My Commission Expires: 1/3/20

My Notary Registration Number: 7973635

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 ____.

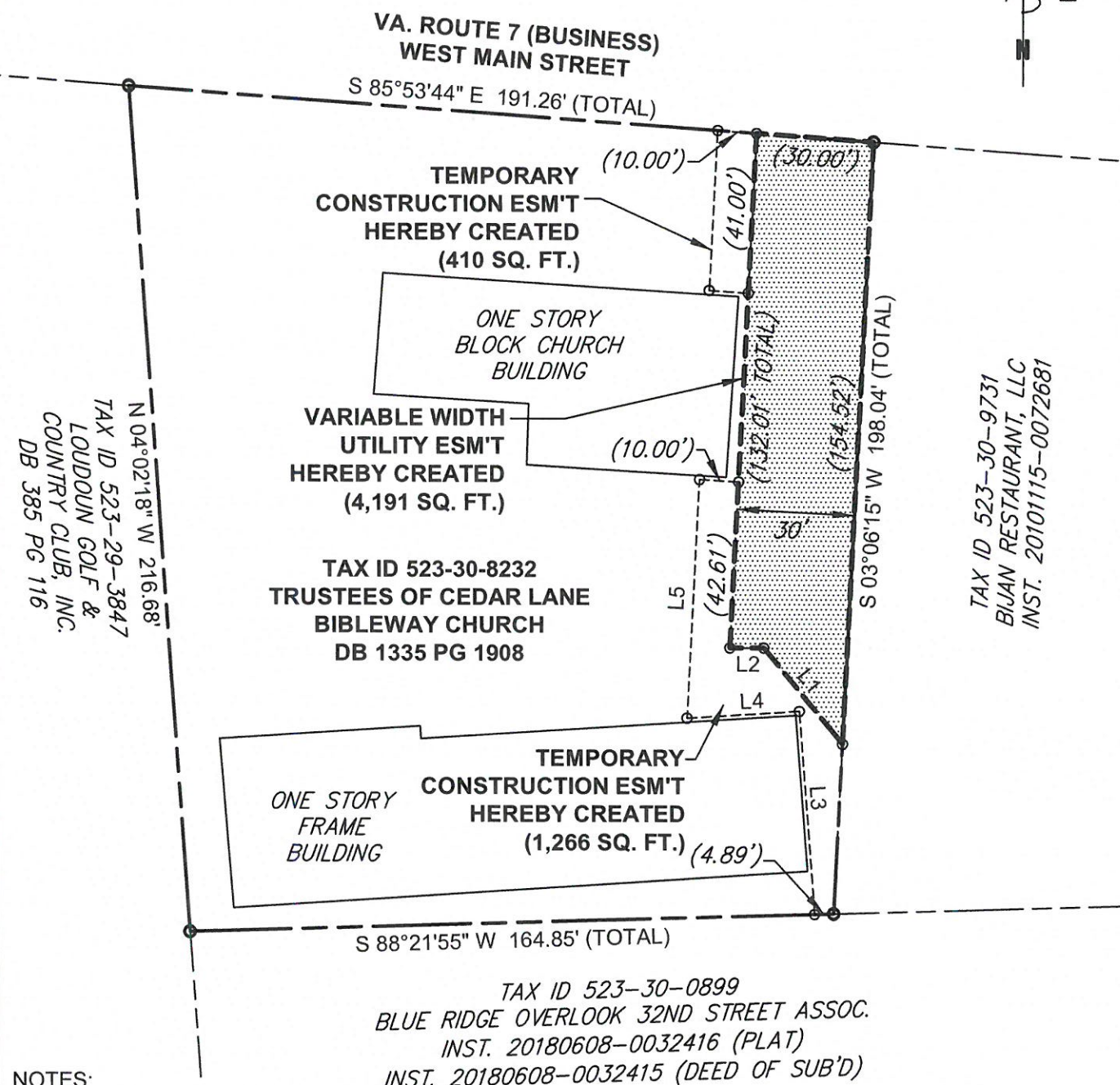
Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 39°06'02" W	29.21'
L2	N 90°00'00" W	8.70'
L3	N 04°05'39" W	52.11'
L4	S 86°22'12" W	28.80'
L5	N 03°06'15" E	61.31'

VA. NAD 83 NORTH
ZONE STATE GRID



NOTES:

1. CURRENT OWNER OF RECORD: TRUSTEES OF CEDAR LANE BIBLEWAY CHURCH - DEED BOOK 1335 PAGE 1908.
2. NO TITLE REPORT FURNISHED. THEREFORE, EASEMENTS OR ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN HEREON.
3. HORIZONTAL ORIENTATION IS BASED ON VA. NAD 83 NORTH ZONE STATE GRID ESTABLISHED USING GPS METHODS.

PLAT SHOWING
VARIABLE WIDTH UTILITY EASEMENT
HEREBY CREATED
TAX ID 523-30-8232

TOWN OF PURCELLVILLE
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

DATE: 11/16/2022

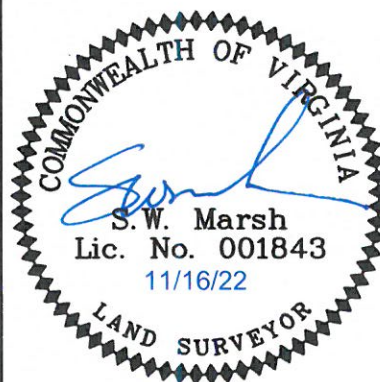
SCALE: 1"=40'

SHEET 1 OF 1



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com



DRAWN BY: CAJ

DWG NAME: ID10705-523-30-8232