

**EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTIONS**  
**58.1-811(A) (3) AND 58.1-811(C) (5)**  
**EXEMPT FROM FEES PURSUANT TO SECTIONS 17.1-266 AND 17.1-279(E)**

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	<u>April 14</u> , 20 <u>23</u>
NAME OF GRANTOR:	<u>MAYFAIR INDUSTRIAL PARK ASSOCIATION</u>
NAME OF GRANTEE:	1) <u>BOARD OF SUPERVISORS OF LOUDOUN</u> <u>COUNTY, VIRGINIA</u> 2) <u>TOWN OF PURCELLVILLE, VIRGINIA</u>
COUNTY WHERE PROPERTY LOCATED:	LOUDOUN
ELECTION DISTRICT WHERE PROPERTY LOCATED:	BLUE RIDGE
INSTRUMENT NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 20151202-0079615
PLAT ATTACHED:	PLAT NO. RPB-1296-LC PREPARED BY DEWBERRY ENGINEERS INC.
TAX MAP IDENTIFICATION NO.:	487-36-3636
BRIEF DESCRIPTION OF PROPERTY:	PARCEL 3, MAYFAIR INDUSTRIAL SUBDIVISION
COUNTY FILE NO.:	ESMT 20-01
THIS INSTRUMENT PREPARED BY:	OFFICE OF THE COUNTY ATTORNEY, LOUDOUN COUNTY
RETURN TO:	OFFICE OF THE COUNTY ATTORNEY (TJF) BOX 40

THIS DEED OF EASEMENT (the "Deed") is made this 14<sup>th</sup> day of April, 2023, by and between **MAYFAIR INDUSTRIAL PARK ASSOCIATION**, a Virginia non-stock corporation (hereinafter referred to as "Owner") and the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "County"); and the **TOWN OF PURCELLVILLE, VIRGINIA**, a municipal corporation (hereinafter referred to as "Town") (Grantee).

WITNESSETH:

WHEREAS, the Owner is the owner and proprietor of certain real property known as Parcel 3 Mayfair Industrial Subdivision (the "Property"), as shown on plat number RPB-1296-LC, dated February 6, 2020 and revised through January 26, 2022, titled "EASEMENT PLAT SHOWING CREATION OF PERMANENT DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ON PARCEL 3 MAYFAIR INDUSTRIAL" prepared by Dewberry Engineers Inc., certified land surveyors (the "Plat") which Plat is attached hereto; and

WHEREAS, the Property is situate in the Town of Purcellville, Virginia, Owner having acquired the Property by deed recorded as Instrument No. 20151202-0079615, among the land records of Loudoun County, Virginia (the "Land Records"); and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the County and the Town the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, the Property is not subject to the lien of a deed of trust.

NOW THEREFORE, the parties make the following conveyances as follows:

The foregoing recitals are hereby incorporated into this Deed by this reference as if set forth in their entirety.

**COUNTY EASEMENT**

For good and valuable consideration and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the County, its successors and assigns, the temporary construction easement for the purpose of grading and construction in the location shown on the Plat and described as "**TEMPORARY CONSTRUCTION ESM'T. (SUB-AREA 1)**." This temporary grading and construction

easement shall terminate when construction is complete. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, other obstructions, or facilities within the temporary construction easement to the extent such items interfere with the use of the easement for grading and construction purposes. The County, at its own expense, shall restore the temporary easement to its original condition, to the extent practicable. 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 located within the easement.

### **TOWN 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 and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent drainage easement over and across the Property for the purposes 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 area being more particularly bounded and described on the Plat as **“PERMANENT DRAINAGE ESMT. (SUB-AREA 2).”** This easement shall be perpetual and shall run with the land.

The above-described drainage easement is subject to the following conditions:

1. All drainage lines and appurtenant facilities that are installed in the easement area 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 area 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 area 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, other obstructions or facilities in or near the easement area 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 reseed-ing 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 area.

4. Owner reserves the right to make use of the easement area herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement area by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing and 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.

#### **CONVEYANCE OF FACILITIES**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the County grants and conveys, in fee simple, to the Town all County installed appurtenances and facilities located within the above-described Town easement.

#### **SUCCESSORS AND ASSIGNS BOUND**

UNLESS OTHERWISE INDICATED HEREIN, the permanent drainage 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 approval of the proper authorities of Loudoun County, Virginia and the Town of Purcellville, Virginia, as shown by the signatures affixed to this Deed.

The Owner by execution of this instrument acknowledges that the plans for the Fields Farm Park Road Project (CRCP 2015-0011) as they affect the Property have been fully explained to Owner or its authorized representative and this conveyance is made with the free consent and in accordance with the desire of the Owner.

The undersigned warrants that this Deed is made and executed pursuant to authority properly granted to the undersigned by the respective charter, bylaws, and action of the Board of Directors of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

(SIGNATURE PAGES TO FOLLOW)

MAYFAIR INDUSTRIAL PARK ASSOCIATION

By: Charles William Dunn (SEAL)  
Name: Charles William Dunn  
Title: President

COMMONWEALTH/STATE OF Virginia  
COUNTY OF Loudoun, to wit:

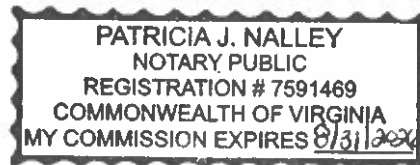
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Charles William Dunn as President of MAYFAIR INDUSTRIAL PARK ASSOCIATION, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14<sup>th</sup> day of April, 2023.

Patricia J. Nalley  
Notary Public

My Commission Expires: 8/31/2026

Notary Registration Number: 7591469



The Foregoing Easements are Hereby Accepted  
Pursuant to Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM:

BOARD OF SUPERVISORS OF LOUDOUN  
COUNTY, VIRGINIA

*Shirley Fontana*

Deputy County Attorney

By: *Tim* (SEAL)  
Name: Tim Hemstreet  
Title: County Administrator

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

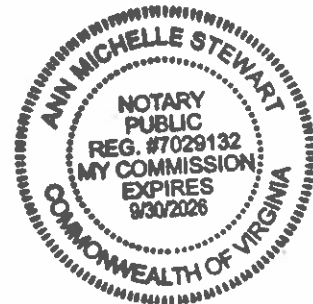
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that  
Tim Hemstreet as County Administrator of the  
BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the  
foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction  
aforesaid.

GIVEN under my hand and seal this 28 day of April, 2023.

*Ann Michelle Stewart*  
Notary Public

My Commission Expires: 9-30-26

Notary Registration Number: 7029132



The Foregoing Easements are Hereby Accepted  
Pursuant to Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM:

THE TOWN OF PURCELLVILLE, VIRGINIA

  
\_\_\_\_\_  
Town Attorney

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 the 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: \_\_\_\_\_

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



# NOTES

1. THE PROPERTY SHOWN HEREON IS DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PARCEL PIN 487-36-3636 (PARCEL 3, MAYFAIR INDUSTRIAL) AND IS ZONED M-1 AS ADMINISTERED BY THE TOWN OF PURCELLVILLE ZONING ORDINANCE.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY.
3. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD. DEWBERRY ENGINEERS INC. HAS NOT BEEN PROVIDED A CURRENT TITLE REPORT AND THUS CANNOT STATE AS TO THE EXISTENCE OF ANY COVENANTS OR RESTRICTIONS.
4. APPROVAL OF THIS PLAT IN NO WAY RELIEVES THE OWNERS, DEVELOPERS, OR THEIR AGENTS OF ANY RESPONSIBILITIES REQUIRED BY THE TOWN OF PURCELLVILLE, VIRGINIA.
5. THE PROPERTY LINES DEPICTED HEREON ARE PER A COMPILATION OF INSTRUMENTS OF RECORD OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES, AND DO NOT REFLECT A FIELD RUN BOUNDARY SURVEY PERFORMED BY DEWBERRY ENGINEERS INC. THE REFERENCE TO THE VDOT PROJECT COORDINATE SYSTEM IS PER A FIELD RUN GPS SURVEY PERFORMED BY DEWBERRY ENGINEERS INC. IN WHICH THE PROPERTY LINES OF RECORD WERE ROTATED TO FOUND MONUMENTATION WHICH WERE COMPUTED, AND SUBSEQUENTLY PLACED, ON THE VDOT PROJECT COORDINATE SYSTEM (PRIOR TO JUNE 1, 2014) IN ORDER TO ESTABLISH EQUALITIES WITH PREVIOUS VDOT PROJECTS PROXIMATE TO THE AREA. FURTHERMORE, TO COMPUTE THE VIRGINIA STATE GRID NORTH ~ NAD 83 VALUE OF A VDOT PROJECT COORDINATE PROVIDED HEREON THE FOLLOWING FORMULA MUST BE UTILIZED: (VDOT NORTHING/VDOT COUNTY SCALE FACTOR) + (2,000,000 X 3.28083333333) = VSGN ~ NAD 83 NORTHING WHERE THE VDOT COUNTY SCALE FACTOR EQUALS 1.00005.

## EXAMPLE:

(539,977.8015/1.00005) + (2,000,000 X 3.28083333333) = VSGN ~ NAD 83 NORTHING  
(539,950.8040) + (6,561,666.6667) = 7,101,617.4706 VSGN ~ NAD 83 NORTHING

(VDOT EASTING/VDOT COUNTY SCALE FACTOR) + (2,500,000 X 3.28083333333) = VSGN ~ NAD 83 EASTING  
WHERE THE VDOT COUNTY SCALE FACTOR EQUALS 1.00005.

## EXAMPLE:

(3,499,338.1044/1.00005) + (2,500,000 X 3.28083333333) = VSGN ~ NAD 83 EASTING  
(3,499,163.1460) + (8,202,083.3333) = 11,701,246.4796 VSGN ~ NAD 83 NORTHING

6. THE SUBJECT PARCEL (PARCEL 3, MAYFAIR INDUSTRIAL) IS NOW IN THE NAME OF "MAYFAIR INDUSTRIAL PARK ASSOCIATION", AS RECORDED IN DEED DATED DECEMBER 2, 2015 AND RECORDED IN INSTRUMENT 20151202-0079615; AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
7. LOUDOUN COUNTY WEBLOGS INDICATES THE PRESENCE OF HYDRIC SOILS ON THE SUBJECT PROPERTY, AS SUCH ANY LAND DISTURBING ACTIVITIES WITHIN THESE SOILS MAY REQUIRE CONTACTING THE UNITED STATES ARMY CORPS OF ENGINEERS.
8. THE LOT SHOWN HEREON IS SERVED BY PUBLIC WATER AND PUBLIC SEWER.
9. THE MAYFAIR INDUSTRIAL PARK ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL OPEN SPACE PARCELS, STORM SEWERS, STREET LIGHTS, TRAILS, AND SIDEWALKS AND SHALL MAINTAIN THE PHYSICAL INFRASTRUCTURE OF STORM DRAINAGE FACILITIES CONTAINED WITHIN THE EASEMENT, INCLUDING PIPES AND OTHER STRUCTURES, INLETS AND CATCH BASINS, AND SHALL REMOVE DEBRIS AND OTHER OBSTRUCTIONS FROM OPEN CHANNELS IN ACCORDANCE WITH THE DECLARATION OF PROTECTIVE COVENANTS FOR MAYFAIR INDUSTRIAL PARK AS RECORDED IN INSTRUMENT 20151123-0077599 AND THE STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT AS RECORDED IN INSTRUMENT 20151202-0079617.
10. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR LOUDOUN COUNTY, VIRGINIA, MAP NUMBER 51107C0088 E, EFFECTIVE DATE: FEBRUARY 17, 2017.
11. THE SUBJECT APPLICATION IS DESIGNATED AS TOWN OF PURCELLVILLE LAND DEVELOPMENT APPLICATION NUMBER ESMT-20-01. FURTHERMORE, THE EASEMENTS BEING CREATED HEREWITH ARE PURSUANT TO CRCP 2015-0011 (APPROVED DECEMBER 9, 2019).
12. THE 30' BUFFER AND 50' BUFFER SHOWN HEREON ARE EXISTING BUFFERS AND ARE NOT BEING CREATED HEREON. THEY ARE DEPICTED PURSUANT TO THE RECORD PLAT FOR MAYFAIR INDUSTRIAL RECORDED IN INSTRUMENT 20151202-0079616, AND ARTICLE 7, SECTION 4 OF THE TOWN OF PURCELLVILLE ZONING ORDINANCE.
13. THE EXISTING JURISDICTIONAL WETLANDS SHOWN HEREON ARE PURSUANT TO JD#2009-1093, APPROVED ON JUNE 15, 2009, AND ARE NOT BEING CREATED HEREON.

## EASEMENT AREA TABULATION

TEMPORARY CONSTRUCTION EASEMENT	
EASEMENT SUB-AREA 1	2,087 SQ FT
PERMANENT DRAINAGE EASEMENT	
EASEMENT SUB-AREA 2	3,687 SQ FT

## NOTES:

- 1) OVERLAP AREA OF TEMPORARY CONSTRUCTION EASEMENT: 0 SQ FT
- 2) OVERLAP AREA OF PERMANENT DRAINAGE EASEMENT: 0 SQ FT
- 3) TOTAL NET TEMPORARY EASEMENTS (TOTAL TEMPORARY EASEMENT MINUS OVERLAP EASEMENT AREA): 2,087 SQ FT
- 4) TOTAL NET PERMANENT EASEMENTS (TOTAL PERMANENT EASEMENT MINUS OVERLAP EASEMENT AREA): 3,687 SQ FT

EASEMENT PLAT  
SHOWING  
**CREATION OF  
PERMANENT DRAINAGE EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT**  
ON

**PARCEL 3  
MAYFAIR INDUSTRIAL**

PIN 487-36-3636

TOWN OF PURCELLVILLE

BLUE RIDGE ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE: N/A ~ DATE: FEBRUARY 6, 2020

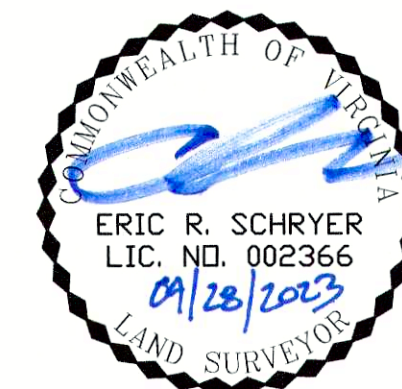
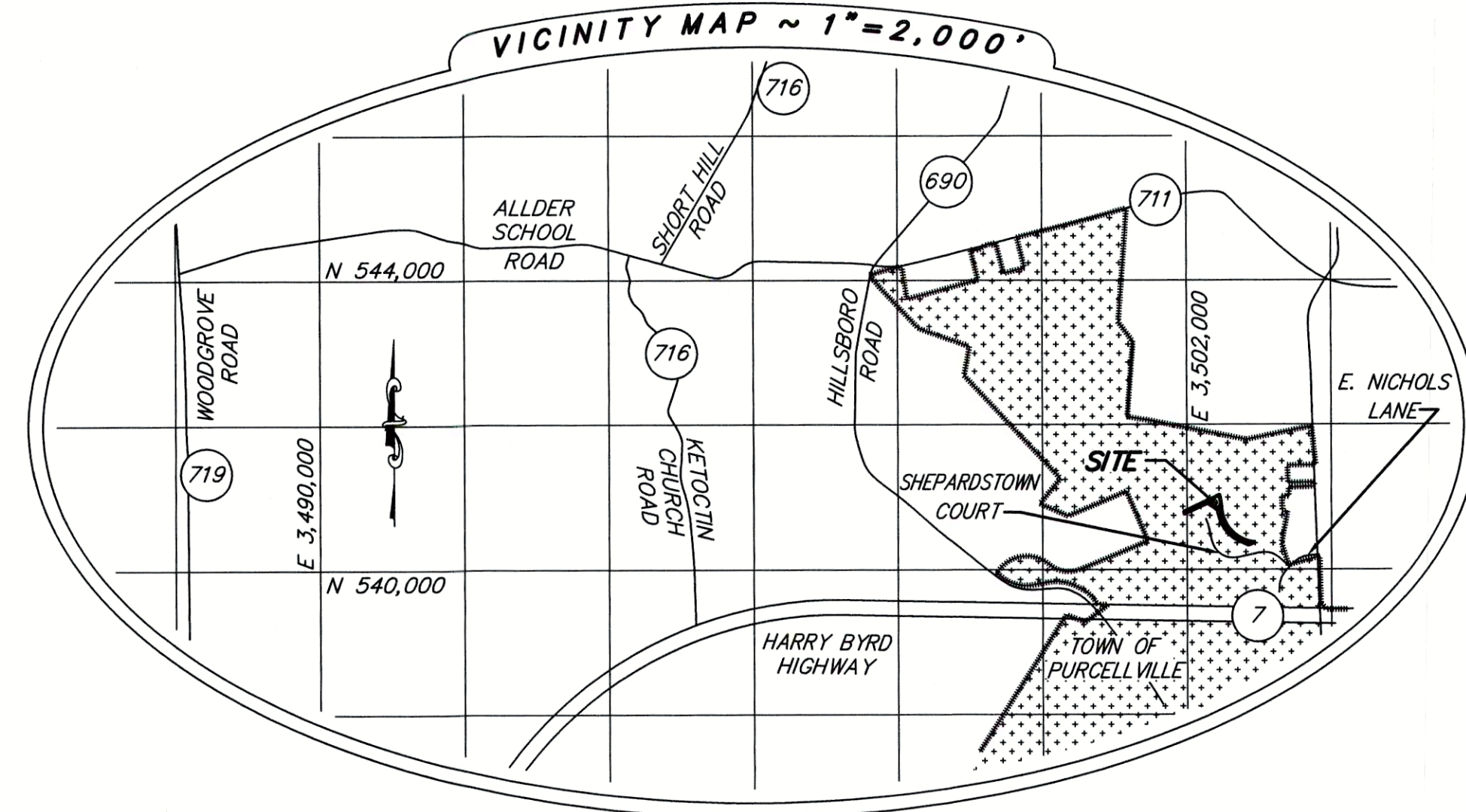


Dewberry Engineers Inc.  
1503 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20176  
Phone 703.771.8004 Fax 703.771.4091  
www.dewberry.com  
RPB-1296-LC

SHEET 1 OF 2

## REVISION BLOCK

NUMBER	DESCRIPTION	DATE
2	TOWN COMMENTS	01/26/2022
1	TOWN COMMENTS	02/22/2021



## LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 11°53'17" W	30.81'	L2	S 26°05'02" E	3.33'	L3	S 25°04'12" E	21.84'

## APPROVAL BLOCK

LAND DEVELOPMENT APPLICATION  
NUMBER ESMT-20-01

TOWN OF PURCELLVILLE

DATE



Plotted: Apr 28, 2023 at 1:26pm  
C:\Users\eschryer\AppData\Local\Temp\AcPublish\_20845\RPB-1296-LC.dwg



BOARD OF SUPERVISORS  
OF  
LOUDOUN COUNTY, VIRGINIA  
PIN 522-29-5928  
DB 1820 PG 243  
INSTR. 20030507-0053846  
INSTR. 20091001-0066817  
INSTR. 20091106-0074886  
INSTR. 20091130-0079163  
INSTR. 20100811-0047254  
INSTR. 20151103-0073696  
ZONED: JLMA-3 (LC) & X (TOP)

EASEMENT PLAT  
SHOWING  
**CREATION OF  
PERMANENT DRAINAGE EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT**  
ON

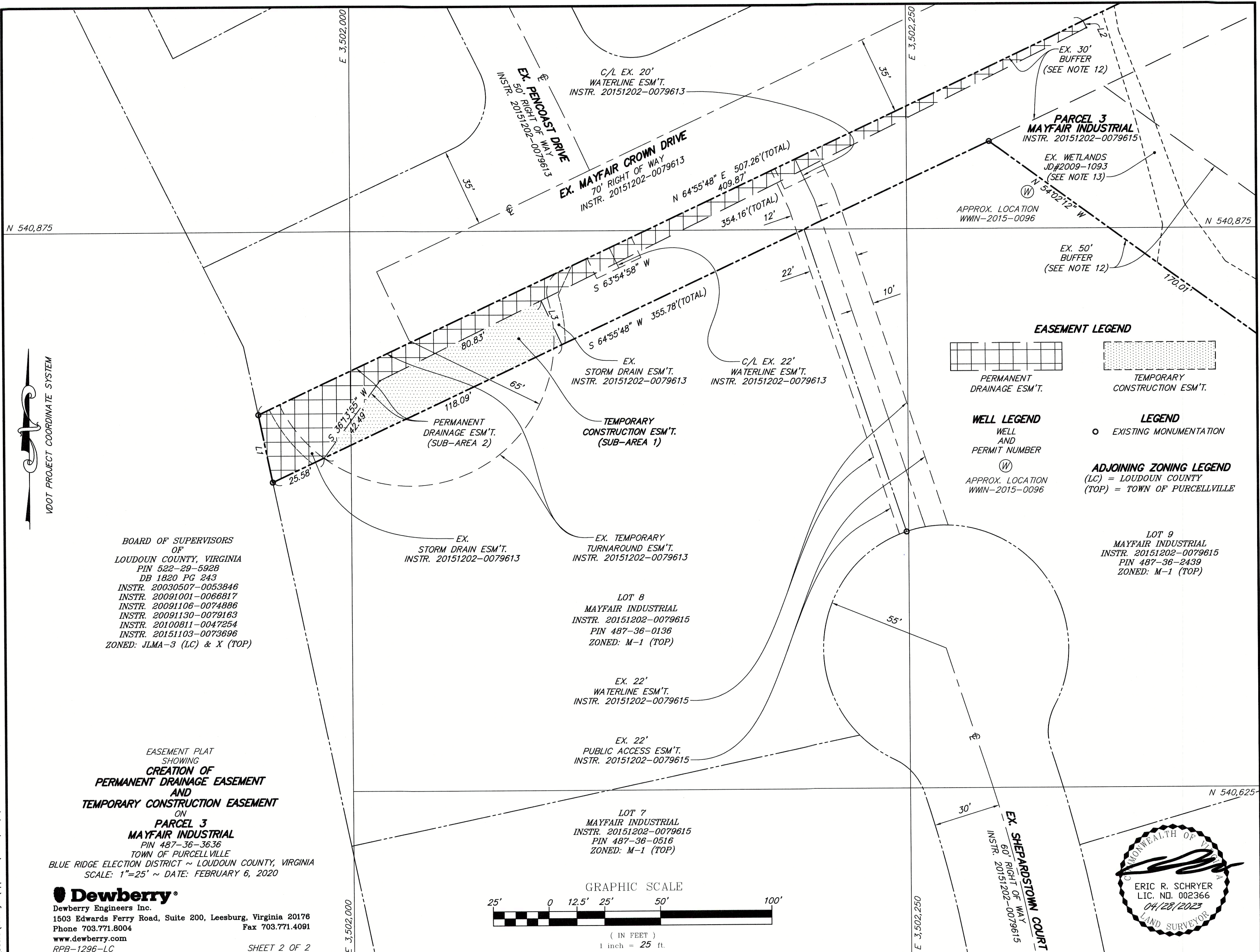
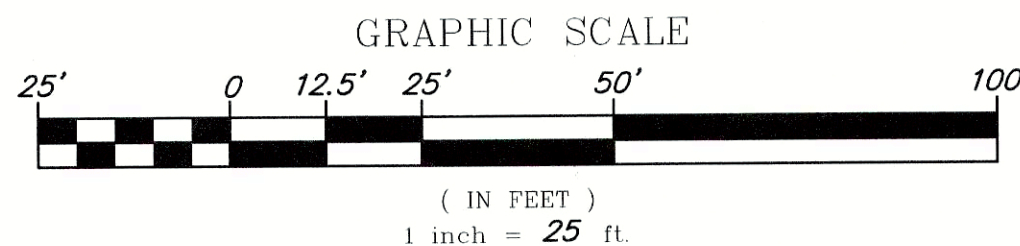
**PARCEL 3  
MAYFAIR INDUSTRIAL**  
PIN 487-36-3636  
TOWN OF PURCELLVILLE

BLUE RIDGE ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA  
SCALE: 1"=25' ~ DATE: FEBRUARY 6, 2020

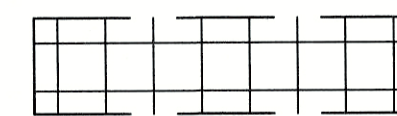


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RPB-1296-LC

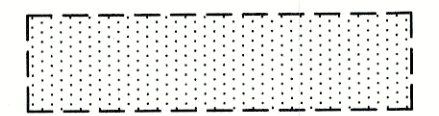
SHEET 2 OF 2



**EASEMENT LEGEND**



PERMANENT  
DRAINAGE ESM'T.



TEMPORARY  
CONSTRUCTION ESM'T.

**WELL LEGEND**

WELL  
AND  
PERMIT NUMBER



APPROX. LOCATION  
WWIN-2015-0096

**LEGEND**

○ EXISTING MONUMENTATION

**ADJOINING ZONING LEGEND**

(LC) = LOUDOUN COUNTY  
(TOP) = TOWN OF PURCELLVILLE

LOT 9  
MAYFAIR INDUSTRIAL  
INSTR. 20151202-0079615  
PIN 487-36-2439  
ZONED: M-1 (TOP)

LOT 8  
MAYFAIR INDUSTRIAL  
INSTR. 20151202-0079615  
PIN 487-36-0136  
ZONED: M-1 (TOP)

EX. 22'  
WATERLINE ESM'T.  
INSTR. 20151202-0079615

EX. 22'  
PUBLIC ACCESS ESM'T.  
INSTR. 20151202-0079615

LOT 7  
MAYFAIR INDUSTRIAL  
INSTR. 20151202-0079615  
PIN 487-36-0516  
ZONED: M-1 (TOP)

