

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	_____, 2020
NAME OF GRANTORS:	1) PAMELA GAY <u>COATES</u> 2) LINDA <u>RICE</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:	37739 SUTTON DRIVE, PURCELLVILLE VA KINGSBRIDGE MANOR LOT 10
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 201708010047510
PLAT PREPARED BY:	BOWMAN CONSULTING
TAX MAP IDENTIFICATION NOS.:	TAX MAP /36/C/8////10/ PIN: 453-45-9931
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:	PURCELLVILLE TOWN ATTORNEY 221 SOUTH NURSERY AVENUE PURCELLVILLE, VA 20132

THIS DEED OF EASEMENT (the "**Deed**") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **PAMELA GAY COATES** and **LINDA RICE** (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 (the "**Property**") identified by Loudoun County land records as Parcel Identification Number 453-45-9931.

**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. 201708010047510.

**R3.** It is the desire of the Town to perform pedestrian safety and drainage improvements to the sidewalk known as "Sutton Drive Sidewalk," which begins at Sutton Drive and crosses several properties including the Owner's Property before ending at Loudoun Valley High School. The Town has fully explained to the Owner how the planned improvements affect the Property. Both parties desire that these public improvements be made.

**R4.** In order that the aforementioned public improvements can be made, it is the desire and intent of Owner to grant and convey unto the Town a permanent storm drain easement and a permanent sidewalk easement in the locations identified as "Storm Drain Easement" and "Sidewalk Easement" on the plat entitled "EASEMENT PLAT SHOWING STORM DRAIN AND SIDEWALK EASEMENTS ON THE PROPRTY OF PAMELA GAY COATES AND LINDA RICE," which plat was prepared by Bowman Consulting of Leesburg, Virginia, certified land surveyors, and is dated July 3, 2019 ("**Plat**"), which Plat is attached hereto.

**R5.** The Property is not subject to the lien of any Deed of Trust.

### **PERMANENT STORM DRAIN EASEMENT**

The Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent storm drain easement over 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 area being more particularly bounded and described on the Plat. This easement shall be perpetual and shall run with the land.

The above-described storm drain 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, or 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 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 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 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**

The 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 area being more particularly bounded and described on the Plat. Said easement shall be used for public pedestrian and non-motorized vehicle use.

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

1. All appurtenant facilities which are installed in the easement areas 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 areas 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 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 areas being conveyed, deemed by it 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 areas.
4. The Owner reserve the right to make use of the easements, herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement areas 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 easements. 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.

#### **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.

FURTHER WITNESS the following signatures and seals.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES APPEAR ON THE NEXT PAGE**

OWNER:

PAMELA GAY COATES



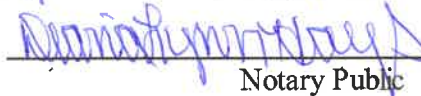
(SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUISIANA, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Pamela Gay Coates, 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 29<sup>TH</sup> day of APRIL, 2020.



Notary Public

My Commission Expires: AUGUST 31, 2023

My Notary Registration Number: 7279810

DIANA LYNN HAYS NOTARY PUBLIC REG. #7279810 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES AUGUST 31, 2023
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OWNER:

LINDA RICE

Linda M. Rice (SEAL)

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Linda Rice, 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 29<sup>TH</sup> day of APRIL, 2020.

Diana Lynn Hays  
Notary Public

My Commission Expires: AUGUST 31, 2023

My Notary Registration Number: 7279810

DIANA LYNN HAYS  
NOTARY PUBLIC  
REG. #7279810  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES AUGUST 31, 2023



The Foregoing Easements Are Hereby Accepted  
Pursuant To Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM: 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 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 \_\_\_\_\_, 2020.

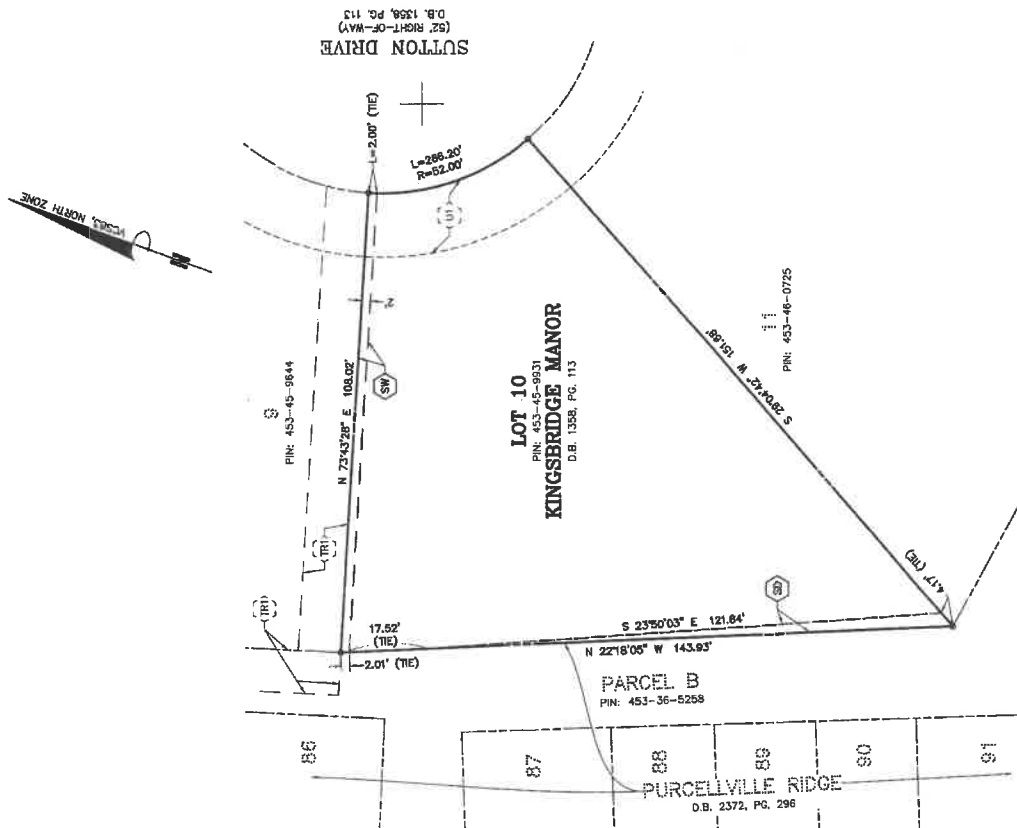
\_\_\_\_\_  
Notary Public

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

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

# NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED ON LOUDOUN COUNTY TAX ASSESSMENT PIN 453-46-9931.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THOSE LISTED BELOW AS FOUND ALONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.  
PAMELA GAY COATES AND LINDA RICE  
ATTORNEYS: SUTTON DRURY, P.C.  
INSTRUMENT 20170801-0047510
3. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.
4. NORTH MERIDIAN INFORMATION SHOWN HEREON IS BASED A FIELD RUN SURVEY PERFORMED BY BOWMAN CONSULTING GROUP LTD AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83).
5. THE PROPERTY AS SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD AND THEREFORE CANNOT ATTEST TO ALL SERVICES, RESTRICTIONS, COVENANTS AND CONDITIONS THAT ENCOMBER THE PROPERTY.



VICINITY MAP  
SCALE: 1" = 500'

## EASEMENT LEGEND

- (SD) STORM DRAIN EASEMENT
- (SW) SIDEWALK EASEMENT
- (TR) EX. 10' TRAIL EASEMENT
- (TE) EX. 15' TEC EASEMENT
- (D.B. 1358, PG. 113)

EASEMENT PLAT  
SHOWING STORM DRAIN AND SIDEWALK EASEMENTS  
ON THE PROPERTY OF  
**PAMELA GAY COATES AND LINDA RICE**  
INSTRUMENT 20170801-0047510  
TOWN OF PURCELLVILLE  
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 20'  
DATE: JULY 3, 2019

REVISION

<b>Bowman CONSULTING</b>	
Bowman Consulting Group, Ltd. 80 South Street, SE Lawrenceville, Virginia 20155	Phone (703) 445-2400 Fax (703) 445-2405 www.bowmanconsulting.com
Mark A. Campbell Lic. No. 0092851 07/24/2019	BY: MAC CHK: MAC QC: 1
BOG PROJECT NO: 101338-01-003	TASK: 50001 COUNTY REF NO: SEE NOTE 1
SHEET 1 OF 1	

