

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF DEDICATION AND EASEMENT
DATE OF INSTRUMENT:	_____, 2020
NAME OF GRANTOR:	JEAN TODD <u>HALL</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:	201 S. NURSERY AVE., PURCELLVILLE VA
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	DEED BOOK 1627 AT PAGE 1711
PLAT PREPARED BY:	ATCS
TAX MAP IDENTIFICATION NOS.:	TAX MAP /35A1/2/9///7/ PIN: 488-27-2772
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 DEDICATION AND EASEMENT (the "**Deed**") is made this ____ day of _____, 2020, by and between **JEAN TODD HALL** (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 (the "**Property**") identified by Loudoun County land records as Parcel Identification Number 488-27-2772.

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 DEED BOOK 1627 AT PAGE 1711.

R3. It is the desire of the Town to perform roadway and drainage improvements to Nursery Avenue, which improvements front the Property. 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 fee simple right of way, a permanent storm drainage easement, and a temporary construction easement in the locations identified as "Right of Way Hereby Dedicated," "Storm Drainage Easement Hereby Created," and "Temporary Construction Easement Hereby Created" on the plat entitled "DEDICATION OF RIGHT OF WAY AND CREATION OF EASEMENTS ON THE LAND OF JEAN TODD HALL," which plat was prepared by ATCS of Herndon, Virginia, certified land surveyors, and is dated March 15, 2018 ("**Plat**"), which Plat is attached hereto.

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

RIGHT-OF-WAY DEDICATION

Owner does hereby dedicate to the Town in fee simple **seven thousand six hundred sixty two (7,662) square feet** of Right of Way, including all appurtenances and facilities located within, as shown on the Plat for public street purposes. This dedication is made in accordance with the statutes made and provided therefore.

PERMANENT STORM DRAINAGE EASEMENT

The Owner does hereby grant and convey unto the Town, its successors and assigns, a permanent storm drainage 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 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, 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.

TEMPORARY CONSTRUCTION EASEMENT

The Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary construction easement through and across the property of Owner for the purpose of necessary construction and grading, said easement being more particularly bounded and described on the Plat. This temporary construction easement shall automatically become null and void at such time as construction is complete and the work is accepted by the Town, and no additional recording shall be necessary to vacate such easement.

The above-described temporary construction 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 exercise 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 easement areas being conveyed, deemed by the Town to interfere with the proper and efficient construction and grading; 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 and grading. 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 reserves 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 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.

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.

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:

JEAN TODD HALL

Jean Todd Hall (SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that JEAN TODD HALL, 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 1ST day of MAY, 2020.

Diana Symms
Notary Public

My Commission Expires: AUGUST 31, 2023

My Notary Registration Number: 7279810

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: _____

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