

RECORDATION COVER SHEET

TYPE OF INSTRUMENT:	DEED OF EASEMENT
DATE OF INSTRUMENT:	_____, 2020
NAME OF GRANTORS:	1) JON <u>SIGNORELLI</u> 2) AUDREY LANE <u>SIGNORELLI</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:	37740 SUTTON DRIVE, PURCELLVILLE VA KINGSBRIDGE MANOR LOT 9
DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED:	INSTRUMENT NO. 201303180022689
PLAT PREPARED BY:	BOWMAN CONSULTING
TAX MAP IDENTIFICATION NOS.:	TAX MAP /36/C/8/////9/ PIN: 453-45-9644
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 **JON SIGNORELLI** and **AUDREY LANE SIGNORELLI** (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 453-45-9644.

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. 201303180022689.

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 PROPERTY OF JON SIGNORELLI AND AUDREY LANE SIGNORELLI," 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.

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.

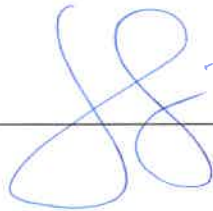
IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

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

OWNER:

JON SIGNORELLI


 _____ (SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Jon Signorelli, 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 11TH day of MAY, 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
--

OWNER:

AUDREY LANE SIGNORELLI



(SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUISIANA, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Audrey Lane Signorelli, 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 11TH day of MAY, 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

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: _____

1. THE PROPERTY SHOWN HEREON IS LOCATED ON LOUDOUN COUNTY TAX ASSESSMENT PIN 453-45-9844.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THOSE LISTED BELOW AS FOUND AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.

1. THE PROPERTY SHOWN HEREON IS LOCATED ON LOUDOUN COUNTY TAX ASSESSMENT PIN 453-45-9844.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THOSE LISTED BELOW AS FOUND AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.

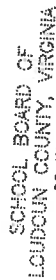
JON SIGNORELLI AND AUDREY LANE SIGNORELLI

37740 SUTTON DRIVE
PURCELLVILLE, VA 20132-3154
INSTRUMENT 20130318-0022689

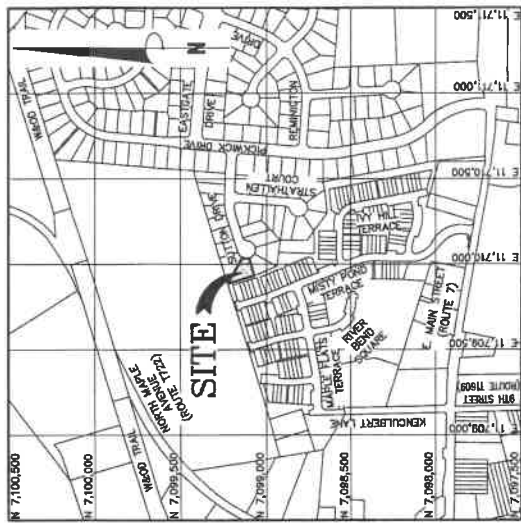
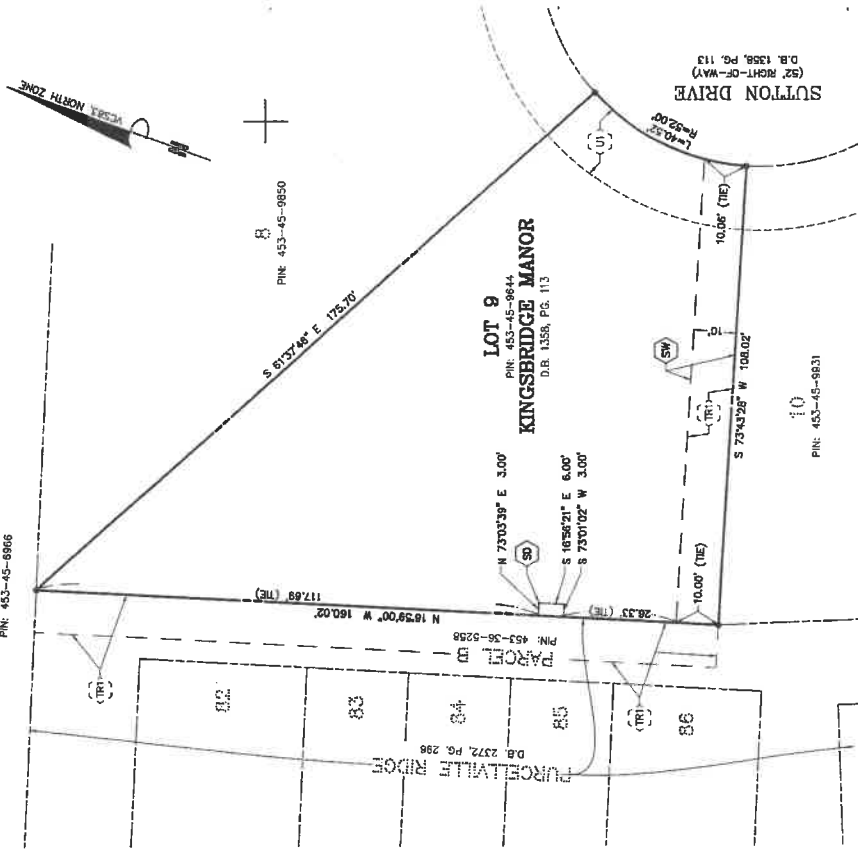
3. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.

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 THOSE RECORDED HEREWITH. THE SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE REPORT AND THEREFORE CANNOT ATTEST TO ALL SERVITUDES, RESTRICTIONS, COVENANTS AND CONDITIONS THAT ENCOMBER THE PROPERTY.







D.B. 401, PG. 635
P/N: 453-45-8066



VICINITY MAP
SCALE: 1" = 500'

EASEMENT LEGEND

- | | |
|---|---|
|  | STORM DRAIN EASEMENT |
|  | SIDEWALK EASEMENT |
|  | EX. 10' TRAIL EASEMENT
DEED BOOK 1358, PAGE 113 |
|  | EX. 15' TEC EASEMENT
DEED BOOK 1358, PAGE 113 |

EASEMENT PLAT
 SHOWING STORM DRAIN AND SIDEWALK EASEMENTS
 ON THE PROPERTY OF
JON SIGNORELLI AND AUDREY LANE SIGNORELLI
 INSTRUMENT 20130318-0022689
 TOWN OF PURCELLVILLE
 LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 20'

REVISION

Bowman
CONSULTING

[illegible]