



STAFF REPORT ACTION ITEM

Item # 10.b.

SUBJECT: An Ordinance to Partially Vacate a Plat Restriction and Create a New Stormwater Management System Easement – Valley Industrial Park/ Additional Information has been added 05.26.20

DATE OF MEETING: May 26, 2020

STAFF CONTACT(S): Sally Hankins, Town Attorney
Dale Lehnig, P.E., Director of Engineering, Planning & Development

SUMMARY and RECOMMENDATIONS:

The owner of Lot 6F of the Valley Industrial Park (“**Property**”) has submitted a site plan application for approval (TP 15-10), which would allow the property to be developed with an air-conditioned self-storage facility. Two restrictions on the property currently prevent the site plan from being approved, as described in more detail below. The ordinance before Council for action, Ordinance 20-04-02, would remove those restrictions subject to conditions that will protect the landowners who benefit from the current restrictions on the Property.

Staff recommends that Town Council adopt Ordinance 20-04-02.

BACKGROUND:

The two current restrictions referenced above are (1) Plat Note #5, and (2) the 2001 Stormwater Easement:

A. Plat Note #5: Stormwater is currently designed to flow off of numerous properties within the Valley Industrial Park, and onto the Property as a result of a note on the subdivision plat for Valley Industrial Park which reads, “*Lot 6 reserved for future stormwater management facilities, if required*” (“**Plat Note 5**”). The plat containing this note is recorded at Deed Book 1032, Page 200, among the land records of Loudoun County and is entitled, “*Plat Showing Vacation and Dedication of Various Easements and Resubdivision of Lots 1F, 2F, 12F, 13F, 14F, 15F, 16F, 17F, and 18F, Valley Industrial Park.*” Pursuant to that note, a stormwater detention basin was constructed on the Property and remains there today.

B. 2001 Stormwater Easement: The Property is also subject to a never-used stormwater management easement that was granted to the Town for the purpose of installing and maintaining an

underground stormwater management facility on the Property that was never installed, which easement was granted to the Town by a plat of subdivision entitled, "Plat Showing Various Easements, Lot 6F, Valley Industrial Park," dated June 1, 2001 and revised through July 10, 2001, recorded in the land records of Loudoun County at Deed Book 1977 and Page 2328 (plat at page 2336) in the land records of Loudoun County, Virginia (the "**2001 Stormwater Easement**").

The owner has submitted to the Town for approval, *Site Plan Application TP 15-10 for Valley Industrial Park, Lot 6F Self-Storage Facility*, dated November 9, 2015 and revised through January 24, 2020 (the "**Site Plan**"), which would include the construction of a new underground stormwater management facility on the Property, to be located within a new stormwater management easement. The new facility would significantly improve both the quantity and quality of stormwater management, for stormwater coming from the Valley Industrial Park and being discharged into the Catoctin Creek.

In order to develop the Property with the commercial use as shown on the Site Plan, both Plat Note #5 and the 2001 Stormwater Easement must first be vacated. Staff recommends vacation of these restrictions, so long as the Owner first enters into an agreement (attached) with the Town that will benefit the landowners who currently drain to the Property.

AUTHORITY TO VACATE RESTRICTIONS:

Pursuant to Va. Code Section 15.2-2272(2), the Town may vacate Plat Note #5 by ordinance adopted after a duly-advertised public hearing, which the Town held on January 28, 2020. *Ordinance 20-04-02* would accomplish this, and is attached to this Staff Report.

Pursuant to Va. Code Section 15.2-2272(1), the Town may vacate the 2001 Stormwater Easement by an instrument signed by the Owner and the Town, because only the Owner's property was shown on the subject plat, the Town was the only grantee of such easement, and the vacation does not impede or alter drainage for any lot owners. The *Deed of Easement and Vacation of Easements for Lot 6F* would accomplish this, and is attached to this Staff Report.

BUDGET IMPACT:

If Lot 6F can develop as something more valuable than a stormwater detention pond, then the property will be assessed at a higher value, resulting in higher tax revenues.

MOTION(S):

I move that Town Council approve Ordinance 20-04-02, removing Plat Note #5 from the Valley Industrial Park Subdivision Plat, and directing the Town Manager to sign the Deed of Easement and Vacation of Easement for Lot 6F of the Valley Industrial Park, pursuant to the terms of the Ordinance.

ATTACHMENTS:

Ordinance 20-04-02

Deed of Easement and Vacation of Easements for Lot 6F

Stormwater Management/BMP Facilities Maintenance Agreement

Additional Information for 10b

TOWN OF PURCELLVILLE
IN
LOUDOUN COUNTY, VIRGINIA

ORDINANCE NO. 20-04-02

PRESENTED: MAY 26, 2020
ADOPTED: _____

AN ORDINANCE: VACATING PLAT NOTE #5 OF THE SUBDIVISION PLAT FOR THE VALLEY INDUSTRIAL PARK, RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1032, PAGE 200, AND APPROVING THE VACATION BY SEPARATE INSTRUMENT OF A STORMWATER DETENTION EASEMENT RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1977, PAGE 2328

WHEREAS, Tracy A. Byrd, Trustee, Successor to Elizabeth A. Leone, Trustee of the Trust Agreement u/t/d December 15, 2006 (“**Owner**”) is the owner of Lot 6F of the Valley Industrial Park subdivision (“**Property**”), by a deed recorded in the land records of Loudoun County as Instrument Number 20080125-004306; and

WHEREAS, the Property is subject to a restriction created by plat note #5 on the plat of subdivision dated November 14, 1988 and signed by the Town on February 5, 1989, entitled, “*Plat Showing Vacation and Dedication of Various Easements and Resubdivision of Lots 1F, 2F, 12F, 13F, 14F, 15F, 16F, 17F, and 18F, Valley Industrial Park,*” recorded in the land records of Loudoun County at Deed Book 1032, Page 200. Plat note #5 states, “*Lot 6 reserved for future stormwater management facilities, if required*” (“**Plat Note #5**”). A stormwater detention basin benefitting the subdivision has been installed on the Property; and

WHEREAS, the Property is also subject to a never-used stormwater management easement that was granted to the Town for the purpose of installing and maintaining an underground stormwater management facility on the Property that was never installed, which easement was granted to the Town by a plat of subdivision entitled, “*Plat Showing Various Easements, Lot 6F, Valley Industrial Park,*” dated June 1, 2001 and revised through July 10, 2001, recorded in the land records of Loudoun County at Deed Book 1977, Page 2328 (plat at page 2336) in the land records of Loudoun County, Virginia (the “**2001 Stormwater Easement**”); and

AN ORDINANCE: VACATING PLAT NOTE #5 OF THE SUBDIVISION PLAT FOR THE VALLEY INDUSTRIAL PARK, RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1032, PAGE 200, AND APPROVING THE VACATION BY SEPARATE INSTRUMENT OF A STORMWATER DETENTION EASEMENT RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1977, PAGE 2328

WHEREAS, it is the desire and intent of the Owner to develop the Property with a commercial use pursuant to Site Plan Application TP 15-10 for Valley Industrial Park, Lot 6F Self-Storage Facility, dated November 9, 2015 and revised through **January 24, 2020** (the “**Site Plan**”), which would include the construction of a new underground stormwater management facility on the Property located within a new stormwater management easement; and

WHEREAS, in order to develop the Property with the commercial use as shown on the Site Plan, both Plat Note #5 and the 2001 Stormwater Easement must be vacated; and

WHEREAS, pursuant to Va. Code Section 15.2-2272(2), the Town may vacate Plat Note #5 by ordinance adopted after a duly-advertised public hearing, which the Town held on January 28, 2020; and

WHEREAS, pursuant to Va. Code Section 15.2-2272(1), the Town may vacate the 2001 Stormwater Easement by an instrument signed by the Owner and the Town, because only the Owner’s property was shown on the subject plat, the Town was the only grantee of such easement, and the vacation does not impede or alter drainage for any lot owners; and

WHEREAS, the Council of the Town of Purcellville, with the recommendation of the Town of Purcellville Department of Public Works and Loudoun County Stormwater Management Team, finds the stormwater management facilities proposed in the Site Plan will improve the quality of stormwater discharged into Catoctin Creek and increase stormwater management capacity, without expense to the taxpayers of the Town of Purcellville; and

WHEREAS, the Town desires to vacate Plat Note #5 and the 2001 Stormwater Easement, so long as the Owner establishes a new stormwater easement and the Property continues to capture and treat the stormwater flowing to the Property from properties owned by other lot owners within the Valley Industrial Park Subdivision, with the obligations of the Owner being established and ensured by the following documents: (a) the *Deed of Easement and Vacation of Easements on Lot 6F, Valley Industrial Park*; (b) the *Deed of Easement for Lot 7F, Valley Industrial Park*; and (c) the *Stormwater Management/BMP Facilities Maintenance Agreement* for Lot 6F, Valley Industrial Park (collectively, the “**Documents**”); and

AN ORDINANCE: VACATING PLAT NOTE #5 OF THE SUBDIVISION PLAT FOR THE VALLEY INDUSTRIAL PARK, RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1032, PAGE 200, AND APPROVING THE VACATION BY SEPARATE INSTRUMENT OF A STORMWATER DETENTION EASEMENT RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1977, PAGE 2328

WHEREAS, the Owner has agreed to the terms of the Documents which establish, among other things, the Owner's responsibility for the construction and maintenance of improved stormwater management and BMP facilities on Lot 6F for the benefit of properties draining to Lot 6F.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Purcellville, Virginia:

- Section 1. That Plat Note #5, which reads, "*Lot 6 reserved for future stormwater management facilities, if required*" as set forth on the plat entitled, "*Plat Showing Vacation and Dedication of Various Easements and Resubdivision of Lots 1F, 2F, 12F, 13F, 14F, 15F, 16F, 17F, and 18F, Valley Industrial Park,*" dated November 14, 1988 and signed by the Town on February 5, 1989, recorded at Deed Book 1032, Page 200, shall be vacated automatically after the Documents have been properly and fully executed and recorded among the land records of Loudoun County.
- Section 2. That the Town Manager shall execute a separate instrument vacating the 2001 Stormwater Easement, which was conveyed to the Town by deed and plat recorded in the land records of Loudoun County at Deed Book 1977, Page 2328 (plat at page 2336), with the plat entitled, "*Plat Showing Various Easements, Lot 6F, Valley Industrial Park,*" dated June 1, 2001 and revised through July 10, 2001. That such separate instrument shall be signed by the Town Manager *after* the Documents have been properly and fully executed and recorded among the land records of Loudoun County.
- Section 3. That the Town accepts the terms and conditions of the Documents, and directs its Mayor or Town Manager to execute the Documents *prior to* the Town taking final action on Site Plan TP 15-10.
- Section 4. That Site Plan TP 15-10 shall reference the Documents within the notes on Sheet 1, prior to receiving final action from the Town.
- Section 5. That no one of the Documents shall be valid unless and until all of the Documents are fully and properly executed and recorded by the Owner in the Loudoun County land records.

AN ORDINANCE: VACATING PLAT NOTE #5 OF THE SUBDIVISION PLAT FOR THE VALLEY INDUSTRIAL PARK, RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1032, PAGE 200, AND APPROVING THE VACATION BY SEPARATE INSTRUMENT OF A STORMWATER DETENTION EASEMENT RECORDED IN LOUDOUN COUNTY LAND RECORDS AT DEED BOOK 1977, PAGE 2328

Section 6. That this Ordinance shall be recorded in the land records of Loudoun County.

PASSED THIS _____ DAY OF _____, 2020.

Kwasi A. Fraser, Mayor
Town of Purcellville

ATTEST:

Diana Hays, Town Clerk

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT AND VACATION OF EASEMENTS

DATE OF INSTRUMENT: _____

NAMES OF GRANTORS: 1) TRACY A. BYRD, Trustee, Successor to Elizabeth A. Leone, Trustee TRUST AGREEMENT u/t/d December 15, 2006

NAMES OF GRANTEES: 1) SAVILLES SERVICE CENTER LC
2) GITTINGS LLC
3) TYBEC LLC
4) P & A DEL CARPIO LLC
5) IRONWOOD PROPERTIES LC
6) SHEA ENTERPRISES, LLC
7) STATEWIDE ENTERPRISES LLC
8) WALSHS VIP AUTO SERVICE LC
9) SUZANNE U MOORE, Trustee of the SUZANNE U MOORE REVOCABLE TRUST u/t/d January 25, 2010
10) CRAIG KRIS HOLDINGS LLC
11) LIGHTENING BOLT LLC
12) UNIT D LLC
13) GERALD WALSH and NANCY WALSH
14) NESSELRODTE PROPERTIES LLC
15) AHMED B. NASR and SAMANTHA M. NASR, Trustees of the AHMED B. NASR & SAMANTHA M. NASR REVOCABLE FAMILY TRUST u/t/d October 28, 2015
16) EAST RICHARDSON ASSOCIATES, LLC
17) PERRY L. SCHULZE and DENISE E. SCHULZE
18) TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation

COUNTY WHERE PROPERTY LOCATED: LOUDOUN

BRIEF DESCRIPTION OF PROPERTY: Lot 6F, Valley Industrial Park

INSTRUMENT NO. WHERE PROPERTY ACQUIRED: 20080125-0004306

PLAT ATTACHED: "Plat Showing Creation and Vacation of Various Easements on Lots 6F and 7F Valley Industrial Park" and prepared by Bohler Engineering

TAX MAP IDENTIFICATION NO.: 487-26-5047-000

THIS INSTRUMENT PREPARED BY: Mark Nelis Esq. (#30674)
Mark Nelis PC
196 N. 21st Street, Purcellville, VA 20132

RETURN TO: BOX 54

DEED OF EASEMENT AND VACATION OF EASEMENTS
ON LOT 6F, VALLEY INDUSTRIAL PARK

THIS DEED OF EASEMENT AND VACATION OF EASEMENTS (the “Deed”) is made this _____ day of _____, _____, by and between **TRACY A. BYRD, Trustee, Successor to Elizabeth A. Leone, Trustee of the TRUST AGREEMENT u/t/d December 15, 2006** hereinafter referred to as (“Owner”), **SAVILLES SERVICE CENTER LC** a Virginia limited liability company hereinafter referred to as (“Savilles”); **GITTINGS LLC** a Virginia limited liability company hereinafter referred to as (“Gittings”); **TYBEC LLC** a Virginia limited liability company hereinafter referred to as (“Tybec”); **P & A DEL CARPIO LLC** a Virginia limited liability company hereinafter referred to as (“Del Carpio”); **IRONWOOD PROPERTIES LC** a Virginia limited liability company hereinafter referred to as (“Ironwood”); **SHEA ENTERPRISES, LLC** a Virginia limited liability company hereinafter referred to as (“Shea”); **STATEWIDE ENTERPRISES LLC** a Virginia limited liability company hereinafter referred to as (“Statewide”) **WALSHS VIP AUTO SERVICE LC** a Virginia limited liability company hereinafter referred to as (“VIP Auto”) **SUZANNE U MOORE, Trustee of the SUZANNE U MOORE REVOCABLE TRUST u/t/d January 25, 2010** hereinafter referred to as (“Moore”); **CRAIG KRIS HOLDINGS LLC** a Virginia limited liability company hereinafter referred to as (“Kris”); **LIGHTENING BOLT LLC** a Virginia limited liability company hereinafter referred to as (“Lightening”); **UNIT D LLC** a Virginia limited liability company hereinafter referred to as (“Unit D”); **GERALD WALSH and NANCY WALSH** hereinafter referred to as (“Walsh”); **NESSELRODTE PROPERTIES LLC** a Virginia limited liability company hereinafter referred to as (“Nesselrodte”) **AHMED B. NASR and SAMANTHA M. NASR, Trustees of the AHMED B. NASR & SAMANTHA M. NASR REVOCABLE FAMILY TRUST u/t/d October 28, 2015** hereinafter referred to as (“Nasr”); **EAST RICHARDSON ASSOCIATES, LLC** a Virginia limited liability company hereinafter referred to as (“Richardson”) **PERRY L. SCHULZE and DENISE E. SCHULZE** hereinafter referred to as (“Schulze”, collectively with Savilles, Gittings, Tybec, Del Carpio, Ironwood, Shea, Statewide, VIP Auto, Moore, Kris, Lightening, Unit D, Walsh, Nesselrodte, Nasr, and Richardson as

“Grantees”); and the TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation (hereinafter referred to as “Town”).

W I T N E S S E T H :

WHEREAS, the Owner is the owner and proprietor of certain real property known as PIN 487-26-5047, Lot 6F, Valley Industrial Park (the “Property”) as shown on the plat dated April 13, 2017 and revised through **May 6, 2020** entitled “**Plat Showing Creation and Vacation of Various Easements on Lots 6F and 7F Valley Industrial Park**” prepared by Bohler Engineering, certified land surveyors (the “Plat”) which Plat is attached hereto and made a part hereof; and

WHEREAS, the Property is situate in the Town; Owner having acquired the Property by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20080125-0004306 in the land records of Loudoun County, Virginia; and

WHEREAS, Savilles is the owner and proprietor of certain real property known as PIN 487-26-8047-001, Lot 4F, Suite 100, Valley Industrial Park (“**Lot 4F Suite 100**”), Savilles having acquired Lot 4F Suite 100 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20050323-0029809; and

WHEREAS, Gittings is the owner and proprietor of certain real property known as PIN 487-26-8047-002, Lot 4F, Suite 200, Valley Industrial Park and PIN 487-26-8047-003, Lot 4 Suite 300, Valley Industrial Park (collectively “**Lot 4F Suite 200 and 300**”), Gittings having acquired Lot 4F Suite 200 and 300 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20041203-0128455; and

WHEREAS, Tybec is the owner and proprietor of certain real property known as PIN 487-26-8047-004, Lot 4F, Suite 400 Valley Industrial Park (“**Lot 4F Suite 400**”), Tybec having acquired Lot 4F Suite 400 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20170627-0039088; and

WHEREAS, Del Carpio is the owner and proprietor of certain real property known as PIN 487-26-8047-005, Lot 4F Suite 500, Valley Industrial Park (“**Lot 4F Suite 500**”), Del Carpio having acquired Lot 4F Suite 500 by a deed recorded among the land records of Loudoun County, Virginia as 20170815-0050558; and

WHEREAS, Ironwood is the owner and proprietor of certain real property known as PIN 487-26-6847-000, Lot 5F, Valley Industrial Park (“**Lot 5F**”), Ironwood having acquired Lot 5F by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1764 Page 2158; and

WHEREAS, Shea is the owner and proprietor of certain real property known as PIN 487-26-3046-000, Lot 7F, Valley Industrial Park (“**Lot 7F**”) and as shown on the Plat, Shea having acquired Lot 7F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 19900714-0226365; and

WHEREAS, Statewide is the owner and proprietor of certain real property known as PIN 487-26-2670-000, Lot 10F, Valley Industrial Park (“**Lot 10F**”), Statewide having acquired Lot 10F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20120105-0001244; and

WHEREAS, VIP Auto is the owner and proprietor of certain real property known as PIN 487-26-5471-000, Lot 11F, Valley Industrial Park (“**Lot 11F**”), VIP Auto having acquired Lot 7F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20101228-0084049; and

WHEREAS, Moore is the owner and proprietor of certain real property known as PIN 487-26-6475-001, Lot 12F Suite A, Valley Industrial Park (“**Lot 12F Suite A**”), Moore having acquired Lot 12F Suite A by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20130605-0046651; and

WHEREAS, Kris is the owner and proprietor of certain real property known as PIN 487-26-6475-002, Lot 12B Suite, Valley Industrial Park (“**Lot 12F Suite B**”), Kris having acquired Lot 12F Suite B by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20140324-0014206; and

WHEREAS, Lightening is the owner and proprietor of certain real property known as PIN 487-26-6475-003, Lot 12F Suite C, Valley Industrial Park (“**Lot 12F Suite C**”), Lightening having acquired Lot 12F Suite C by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20061026-0090986; and

WHEREAS, Unit D is the owner and proprietor of certain real property known as PIN 487-26-6475-004, Lot 12F Suite D, Valley Industrial Park ("**Lot 12F Suite D**"), Unit D having acquired Lot 12F Suite D, by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20180108-000136; and

WHEREAS, Walsh is the owner and proprietor of certain real property known as PIN 487-26-6475-005, Lot 12F Suite E, Valley Industrial Park and PIN 487-26-6475-007, Lot 12F Suite G, Valley Industrial Park, (collectively "**Lot 12F Suite E and G**"), Walsh having acquired Lot 12F Suite E and G by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1145 Page 1345; and

WHEREAS, Nesselrodte is the owner and proprietor of certain real property known as PIN 487-26-6475-006, Lot 12F Suite, Lot F, Valley Industrial Park ("**Lot 12F Suite F**"), Nesselrodte having acquired Lot 12F Suite F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20100902-0053064; and

WHEREAS, Nasr is the owner and proprietor of certain real property known as PIN 487-26-6475-008, Lot 12F Suite H, Valley Industrial Park ("**Lot 12F Suite H**"), Nasr having acquired Lot 12F Suite H by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20151211-0081710; and

WHEREAS, Richardson is the owner and proprietor of certain real property known as PIN 487-26-6475-009, Lot 12F Suite I, Valley Industrial Park and PIN 487-26-6475-010, Lot 12F Suite J, Valley Industrial Park (collectively, "**Lot 12F Suite I and J**"), Richardson having acquired Lot 12F Suite I and J by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20131220-0096935; and

WHEREAS, Schulze is the owner and proprietor of certain real property known as PIN 487-26-8676-000, Lot 14F, Valley Industrial Park (the "**Lot 14F**"), Schulze having acquired Lot 14F by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1717 Page 865; and

WHEREAS, the Property is subject to a restriction created by plat note #5 on the plat of subdivision dated November 14, 1988 and signed by the Town on February 5, 1989, entitled, "*Plat Showing Vacation and Dedication of Various Easements and Resubdivision of Lots 1F, 2F, 12F, 13F, 14F,*

15F, 16F, 17F, and 18F, Valley Industrial Park," recorded in the land records of Loudoun County at Deed Book 1032 Page 200. Plat note #5 states, "Lot 6 reserved for future stormwater management facilities, if required" ("**Plat Note #5**"). A stormwater detention basin was installed on the Property.

WHEREAS, the Property is also subject to a never-used stormwater management easement that was granted to the Town for the purpose of installing and maintaining an underground stormwater management facility on the Property that was never installed, which easement was granted to the Town by a plat of subdivision entitled, "Plat Showing Various Easements, Lot 6F, Valley Industrial Park," dated June 1, 2001 and revised through July 10, 2001, recorded in the land records of Loudoun County at Deed Book 1977 and Page 2328 (plat at page 2336) in the land records of Loudoun County, Virginia (the "**2001 Stormwater Easement**"); and

WHEREAS, it is the desire and intent of the Owner to develop the Property with a commercial use pursuant to *Site Plan Application TP 15-10 for Valley Industrial Park, Lot 6F Self-Storage Facility*, dated November 9, 2015 and revised through **January 24, 2020** (the "**Site Plan**"), which would include the construction of a new underground stormwater management facility on the Property located within a new stormwater management easement; and

WHEREAS, in order to develop the Property with the commercial use as shown on the Site Plan, both Plat Note #5 and the 2001 Stormwater Easement must be vacated; and

WHEREAS, the Town desires to vacate Plat Note #5 and the 2001 Stormwater Easement, so long as the Owner establishes a new stormwater easement and the Property continues to capture and treat the stormwater flowing to the Property from properties owned by other lot owners within the Valley Industrial Park Subdivision; and

WHEREAS, pursuant to Va. Code Section 15.2-2272(2), the Town may vacate Plat Note #5 by ordinance adopted after a duly-advertised public hearing, which the Town held on January 28, 2020; and

WHEREAS, pursuant to Va. Code Section 15.2-2272(1), the Town may vacate the 2001 Stormwater Easement by an instrument signed by the Owner and the Town, because only the Owner's property was shown on the subject plat, the Town was the only grantee of such easement, and the vacation does not impede or alter drainage for any lot owners; and

WHEREAS, the Town Council of the Town approved the vacation of both Plat Note #5 and the 2001 Stormwater Easement by Ordinance 20-04-02, adopted on May 26, 2020; and

WHEREAS, the Owner is granting by this Deed and Plat, storm drainage and stormwater management easements created to replace and enhance the easements being vacated as described above,

WHEREAS, the Property is not subject to the lien of any Deed of Trust.

TOWN EASEMENTS

NOW THEREFORE, that in consideration of the premises 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 Town, its successors and assigns, the easements as hereafter set forth in the respective locations shown and described on the Plat and incorporated herein by reference as follows:

A. **Emergency Ingress and Egress Easements.** An easement for ingress, and egress, for construction and maintenance of utilities, for Town and other emergency vehicles, and for the purpose of performing any governmental functions which the Town may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all streets, public and private access easements, ingress and egress easements across the Property (“**Property Accessways**”) as described on the Plat as “**VARIABLE WIDTH PUBLIC ACCESS AND PRIVATE ACCESS AND EMERGENCY ACCESS EASEMENT HEREBY CREATED**”. Notwithstanding the foregoing, in the event such Property Accessways are hereafter adjusted, relocated reconfigured, or otherwise altered, these easements shall automatically be expanded to fully cover such changed Property Accessways, and contracted to eliminate access easements over those portions of the Property which cease to be a Property Accessway. Furthermore, notwithstanding any other terms or provisions hereafter set forth, to the extent any of said easements constitutes a blanket easement over an individual parcel such as a common area or common open space parcel, then buildings, structures, or other above-ground facilities may be constructed within such easement areas, so that the easement shall encumber only the portion of such parcel(s) which is not occupied by building, structures or other above-ground facilities.

B. **Waterline Easements.** Easement for the purpose of installing, constructing,

operating, maintaining, repairing, replacing, adding to, or altering present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities for the transmission and distribution of water through and across the Property, said easements being more particularly bounded and described on the Plat as, **“VARIABLE WIDTH WATERLINE EASEMENT HEREBY CREATED”**

The above-described waterline easements are subject to the following conditions:

1. All water mains, waterlines and appurtenant facilities which are installed in the easements shall be and remain the property of the Town, its successors and assigns. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Town.

2. The Town and its agents 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 in 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 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 easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains, waterlines, and appurtenant facilities.

4. Owner reserves the right to make use of the easements herein granted which may not be inconsistent with the right herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations prior to placing any building, roadway, other structure, or fence, on the easements. Provided further, that in the event the Owner makes any use of the easements that increases the costs of the Town’s installation, construction, operation or maintenance of said easements, then the Owner shall pay such increases costs.

5. The Town shall not be responsible for any repair or costs associated with the repair, construction, operating or maintenance of any other utilities in the easements unless such repair is solely due to the Town's maintenance and construction of its utilities in the easements.

The easements shall be perpetual and run with the land.

The easements shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

C. **Storm Drain Easements.** Easement for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future storm sewer lines or storm drainage lines, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat as, "**10' WIDE/VARIABLE WIDTH STORM DRAIN EASEMENT HEREBY CREATED**".

D. **Stormwater Management Easements.** Easement for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future stormwater management facilities, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat as, "**10' WIDE/VARIABLE WIDTH STORMWATER MANAGEMENT EASEMENT HEREBY CREATED**".

The foregoing Storm Drain Easements and Stormwater Management Easements are subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easement shall be and remain the property of the Owner, its successors and assigns. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Town. It is expressly understood and agreed that the Grantees are under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Grantees.

2. The Town and its agents 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 in the easements including the right of access to and from the easements and 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 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 easements being conveyed, deemed by it 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 conditions, 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 fences and shrubbery, the reseeding or resodding of lawns and other facilities located outside the easements, but shall not include the replacement of structures, trees and other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Town for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining prior written approval of the Town.

These easements shall be perpetual and run with the land.

These easements shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

GRANTEE EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises 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 Grantees, their successors and assigns, the easements as hereafter set forth in the respective locations shown and described on the Plat and incorporated herein by reference as follows:

A. Storm Drain Easement. Easement for the purpose of constructing, operating, adding to, altering or replacing present or future storm sewer lines or storm drainage lines, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat as, **“10’ WIDE/VARIABLE WIDTH STORM DRAIN EASEMENT HEREBY CREATED”**.

The foregoing Storm Drain Easement is subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easement shall be and remain the property of the Owner, its successors and assigns. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Town. It is expressly understood and agreed that the Grantees are under no obligation to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Grantees.

2. The Grantees, and their agents 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 in the easements including the right of access to and from the easements and 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 further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature on such adjoining land.

3. The Grantees 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 it 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

Grantees, at their own expense, shall restore as nearly as possible, to their original conditions, 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 fences and shrubbery, the reseeding or resodding of lawns and other facilities located outside the easements, but shall not include the replacement of structures, trees and other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Grantees for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining prior written approval of the Grantees.

These easements shall be perpetual and run with the land.

These easements shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Grantees, their successors and assigns.

B. Stormwater Management Easement. Easement for the purpose of draining to the Property, and for the purpose of constructing, operating, adding to, altering or replacing present or future stormwater management facilities, including building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat as, **“10’ WIDE/VARIABLE WIDTH STORMWATER MANAGEMENT EASEMENT HEREBY CREATED”**.

The foregoing Stormwater Management Easement is subject to the following conditions where applicable:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easement shall be and remain the property of the Owner, its successors and assigns. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Town. It is expressly understood and agreed that the Grantees are

under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Grantees.

2. The Grantees, and their agents 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 in the easements including the right of access to and from the easements and 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 further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature on such adjoining land.

3. The Grantees shall have the right to trim, cut and remove trees, shrubbery, fences, or other obstructions in or near the easements being conveyed, deemed by it 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 Grantees at its own expense shall restore as nearly as possible, to their original conditions, 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 fences and shrubbery, the reseeded or resodding of lawns and other facilities located outside the easements, but shall not include the replacement of structures, trees and other facilities located within the easements.

4. Owner reserves the right to construct and maintain roadways over said easements to the extent not prohibited or restricted by ordinance and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Grantees for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining prior written approval of the Grantees.

5. The Grantees shall have the right at their own expense, to add underground stormwater storage capacity compatible with the existing system, to the extent feasible, in accordance with the terms of Stormwater Management/BMP Facilities Maintenance Agreement recorded contemporaneously with this Deed.

These easements shall be perpetual and run with the land.

These easements shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Grantees, their successors and assigns.

VACATION OF EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner, as the sole owner of the Property, with the consent of the Town, does hereby VACATE the 2001 Stormwater Easement, which was created by instrument recorded among the land records of Loudoun County, Virginia in Deed Book 1977 Page 2328, with such vacation more particularly shown and depicted on Sheet 1 of the Plat as “**HATCHED PORTION HEREBY VACATED.**” The above recited easement vacation is incorporated and approved by Town Ordinance #20-04-02, recorded herewith and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner, as the sole owner of the Property, and as ordained by the Town, does hereby VACATE and remove Plat Note #5 from the plat recorded among the land records of Loudoun County, Virginia in Deed Book 1032 Page 200. The above recited easement vacation is ordained by Town Ordinance #20-04-02, recorded herewith and made a part hereof.

CONVEYANCE OF FACILITIES

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the Town all appurtenances and facilities within the above-described Town Easement areas that are described as being and remaining the property of the Town.

PUBLIC INGRESS/EGRESS EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby create and establish an easement for ingress and egress in the locations as shown on the Plat, designated thereon as “**VARIABLE WIDTH PUBLIC ACCESS AND PRIVATE ACCESS AND EMERGENCY**

ACCESS EASEMENT HEREBY CREATED “for the use and benefit of the lot(s) served thereby. The maintenance of this easement shall be the responsibility of the Owner, its successor and assigns and not the responsibility of the Town, its successors and assigns.

PRIVATE ACCESS EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Owner, its successors and assigns, does hereby grant and convey to Shea, its successors and assigns, as owner of Lot 7F, a private access easement over and across the Property as identified on the Plat as “**VARIABLE WIDTH PUBLIC ACCESS AND PRIVATE ACCESS AND EMERGENCY ACCESS EASEMENT HEREBY CREATED**”.

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

1. Shea shall have the full and free use of the said easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the rights granted in this easement; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance.

2. Shea reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement.

The construction, repair and maintenance of the roadway of the easement shall not be the responsibility of the County or the Commonwealth.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and assigns, and shall inure to the benefit of Shea.

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 successor and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, in the event

the Property becomes subject to the lien of a deed of trust, such lien shall be subordinate to the easements created herein.

STATUTORY COMPLIANCE

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the Town, as shown by the signatures affixed to the Plat, and is with the free consent 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 executed pursuant to authority properly granted by the organization on whose behalf they are signing.

IN WITNESS WHEREOF, Owner has caused this Deed to be signed by its duly authorized representative as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the following signature and seals:

OWNER:

Trust Agreement u/t/d December 15, 2006

By: _____
Name: Tracy A. Byrd, Trustee
Successor to Elizabeth Leone under the Trust
Agreement u/t/d December 15, 2006

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit

I the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Tracy A. Byrd, as Trustee of the Trust Agreement u/t/d December 15, 2006, 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 _____, _____.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

THIS CONVEYANCE IS HEREBY ACCEPTED ON BEHALF OF THE TOWN OF
PURCELLVILLE, VIRGINIA

APPROVED AS TO FORM:

THE TOWN OF PURCELLVILLE

Sally Hankins, Esq.
Town Attorney

By: _____(SEAL)
Kwasi A. Fraser, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kwasi Fraser as Mayor of the Town of Purcellville whose name is signed to the foregoing instrument and appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ___ day of _____, _____.

My commission expires: _____
Notary Registration Number:: _____

Notary Public

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

DATE OF INSTRUMENT: _____

NAMES OF GRANTORS: 1) TRACY A. BYRD, Trustee, Successor to Elizabeth A. Leone, Trustee
TRUST AGREEMENT u/t/d December 15, 2006

NAMES OF THIRD PARTY BENEFICIARIES: 1) SAVILLES SERVICE CENTER LC
2) GITTINGS LLC
3) TYBEC LLC
4) P & A DEL CARPIO LLC
5) IRONWOOD PROPERTIES LC
6) SHEA ENTERPRISES, LLC
7) STATEWIDE ENTERPRISES LLC
8) WALSHS VIP AUTO SERVICE LC
9) SUZANNE U MOORE, Trustee of the SUZANNE U MOORE REVOCABLE TRUST u/t/d January 25, 2010
10) CRAIG KRIS HOLDINGS LLC
11) LIGHTENING BOLT LLC
12) UNIT D LLC
13) GERALD WALSH and NANCY WALSH
14) NESSERODTE PROPERTIES LLC
15) AHMED B. NASR and SAMANTHA M. NASR, Trustees of the AHMED B. NASR & SAMANTHA M. NASR REVOCABLE FAMILY TRUST u/t/d October 28, 2015
16) EAST RICHARDSON ASSOCIATES, LLC
17) PERRY L. SCHULZE and DENISE E. SCHULZE
18) TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation

COUNTY WHERE PROPERTY LOCATED: LOUDOUN

BRIEF DESCRIPTION OF PROPERTY: Lot 6F, Valley Industrial Park

INSTRUMENT NO. WHERE PROPERTY ACQUIRED: 20080125-0004306

TAX MAP IDENTIFICATION NO.: 487-26-5047-000

THIS INSTRUMENT PREPARED BY: Mark Nelis Esq. (#30674)
Mark Nelis PC
196 N. 21st Street, Purcellville, VA 20132

RETURN TO: BOX 54

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE
AGREEMENT

THIS AGREEMENT (“**Agreement**”) made and entered into this ___ day of _____, _____ by and between TRACY A. BYRD, Trustee, Successor to Elizabeth A. Leone, Trustee of the TRUST AGREEMENT u/t/d December 15, 2006 (hereinafter “**Landowner**”), SAVILLES SERVICE CENTER LC a Virginia limited liability company hereinafter referred to as (“Savilles”); GITTINGS LLC a Virginia limited liability company hereinafter referred to as (“Gittings”); TYBEC LLC a Virginia limited liability company hereinafter referred to as (“Tybec”); P & A DEL CARPIO LLC a Virginia limited liability company hereinafter referred to as (“Del Carpio”); IRONWOOD PROPERTIES LC a Virginia limited liability company hereinafter referred to as (“Ironwood”); SHEA ENTERPRISES, LLC a Virginia limited liability company hereinafter referred to as (“Shea”); STATEWIDE ENTERPRISES LLC a Virginia limited liability company hereinafter referred to as (“Statewide”) WALSHS VIP AUTO SERVICE LC a Virginia limited liability company hereinafter referred to as (“VIP Auto”) SUZANNE U MOORE, Trustee of the SUZANNE U MOORE REVOCABLE TRUST u/t/d January 25, 2010 hereinafter referred to as (“Moore”); CRAIG KRIS HOLDINGS LLC a Virginia limited liability company hereinafter referred to as (“Kris”); LIGHTENING BOLT LLC a Virginia limited liability company hereinafter referred to as (“Lightening”); UNIT D LLC a Virginia limited liability company hereinafter referred to as (“Unit D”); GERALD WALSH and NANCY WALSH hereinafter referred to as (“Walsh”); NESSELRODTE PROPERTIES LLC a Virginia limited liability company hereinafter referred to as (“Nesselrodte”); AHMED B. NASR and SAMANTHA M. NASR, Trustees of the AHMED B. NASR & SAMANTHA M. NASR REVOCABLE FAMILY TRUST u/t/d October 28, 2015 hereinafter referred to as (“Nasr”); EAST RICHARDSON ASSOCIATES, LLC a Virginia limited liability company hereinafter referred to as (“Richardson”); PERRY L. SCHULZE and DENISE E. SCHULZE hereinafter referred to as (“Schulze”, who, collectively with Savilles, Gittings, Tybec, Del Carpio, Ironwood, Shea, Statewide, VIP Auto, Moore, Kris, Lightening, Unit D, Walsh, Nesselrodte, Nasr, and Richardson, are the “**Third Party Beneficiaries**”); and the TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation (hereinafter referred to as “**Town**”).

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property known as PIN 487-26-5047, Lot 6F, Valley Industrial Park (the “**Property**”), Landowner having acquired the Property by a deed recorded in the land records of Loudoun, County, Virginia as Instrument Number 20080125-004306, and as shown on a plat entitled “*Plat Showing Creation and Vacation of Various Easements on Lots 6F and 7F Valley Industrial Park,*” prepared by Bohler Engineering, certified land surveyors (the “**Plat**”); and

WHEREAS, the Plat, expressly made a part hereof, as approved or to be approved by the Town, provides for detention and management of stormwater within the confines of the Property; and

WHEREAS, Savilles is the owner and proprietor of certain real property known as PIN 487-26-8047-001, Lot 4F, Suite 100, Valley Industrial Park (“Lot 4F Suite 100”), Savilles having acquired Lot 4F Suite 100 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20050323-0029809; and

WHEREAS, Gittings is the owner and proprietor of certain real property known as PIN 487-26-8047-002, Lot 4F, Suite 200, Valley Industrial Park and PIN 487-26-8047-003, Lot 4 Suite 300, Valley Industrial Park (collectively “Lot 4F Suite 200 and 300”), Gittings having acquired Lot 4F Suite 200 and 300 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20041203-0128455; and

WHEREAS, Tybec is the owner and proprietor of certain real property known as PIN 487-26-8047-004, Lot 4F, Suite 400 Valley Industrial Park (“Lot 4F Suite 400”), Tybec having acquired Lot 4F Suite 400 by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20170627-0039088; and

WHEREAS, Del Carpio is the owner and proprietor of certain real property known as PIN 487-26-8047-005, Lot 4F Suite 500, Valley Industrial Park (“Lot 4F Suite 500”), Del Carpio having acquired Lot 4F Suite 500 by a deed recorded among the land records of Loudoun County, Virginia as 20170815-0050558; and

WHEREAS, Ironwood is the owner and proprietor of certain real property known as PIN 487-26-6847-000, Lot 5F, Valley Industrial Park (“Lot 5F”), Ironwood having acquired Lot 5F by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1764 Page 2158; and

WHEREAS, Shea is the owner and proprietor of certain real property known as PIN 487-26-3046-000, Lot 7F, Valley Industrial Park (“Lot 7F”) and as shown on the Plat, Shea having acquired Lot 7F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 19900714-0226365; and

WHEREAS, Statewide is the owner and proprietor of certain real property known as PIN

487-26-2670-000, Lot 10F, Valley Industrial Park (“Lot 10F”), Statewide having acquired Lot 10F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20120105-0001244; and

WHEREAS, VIP Auto is the owner and proprietor of certain real property known as PIN 487-26-5471-000, Lot 11F, Valley Industrial Park (“Lot 11F”), VIP Auto having acquired Lot 7F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20101228-0084049; and

WHEREAS, Moore is the owner and proprietor of certain real property known as PIN 487-26-6475-001, Lot 12F Suite A, Valley Industrial Park (“Lot 12F Suite A”), Moore having acquired Lot 12F Suite A by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20130605-0046651; and

WHEREAS, Kris is the owner and proprietor of certain real property known as PIN 487-26-6475-002, Lot 12B Suite, Valley Industrial Park (“Lot 12F Suite B”), Kris having acquired Lot 12F Suite B by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20140324-0014206; and

WHEREAS, Lightening is the owner and proprietor of certain real property known as PIN 487-26-6475-003, Lot 12F Suite C, Valley Industrial Park (“Lot 12F Suite C”), Lightening having acquired Lot 12F Suite C by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20061026-0090986; and

WHEREAS, Unit D is the owner and proprietor of certain real property known as PIN 487-26-6475-004, Lot 12F Suite D, Valley Industrial Park (“Lot 12F Suite D”), Unit D having acquired Lot 12F Suite D, by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20180108-000136; and

WHEREAS, Walsh is the owner and proprietor of certain real property known as PIN 487-26-6475-005, Lot 12F Suite E, Valley Industrial Park and PIN 487-26-6475-007, Lot 12F Suite G, Valley Industrial Park, (collectively “Lot 12F Suite E and G”), Walsh having acquired Lot 12F Suite E and G by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1145 Page 1345; and

WHEREAS, Nesselrodte is the owner and proprietor of certain real property known as PIN 487-26-6475-006, Lot 12F Suite, Lot F, Valley Industrial Park (“Lot 12F Suite F”), Nesselrodte having acquired Lot 12F Suite F by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20100902-0053064; and

WHEREAS, Nasr is the owner and proprietor of certain real property known as PIN 487-26-6475-008, Lot 12F Suite H, Valley Industrial Park (“Lot 12F Suite H”), Nasr having acquired Lot 12F Suite H by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20151211-0081710; and

WHEREAS, Richardson is the owner and proprietor of certain real property known as

PIN 487-26-6475-009, Lot 12F Suite I, Valley Industrial Park and PIN 487-26-6475-010, Lot 12F Suite J, Valley Industrial Park (collectively, “Lot 12F Suite I and J”), Richardson having acquired Lot 12F Suite I and J by a deed recorded among the land records of Loudoun County, Virginia as Instrument Number 20131220-0096935; and

WHEREAS, Schulze is the owner and proprietor of certain real property known as PIN 487-26-8676-000, Lot 14F, Valley Industrial Park (the “Lot 14F”), Schulze having acquired Lot 14F by a deed recorded among the land records of Loudoun County, Virginia at Deed Book 1717 Page 865; and

WHEREAS, stormwater that flows off of the properties owned by the Third Party Beneficiaries, drains to the Property pursuant to a note on a subdivision plat for Valley Industrial Park Subdivision which reads, “*Lot 6 reserved for future stormwater management facilities, if required*” (“**Plat Note 5**”). The plat containing this note is recorded at Deed Book 1032, Page 200, among the land records of Loudoun County and is entitled, “*Plat Showing Vacation and Dedication of Various Easements and Resubdivision of Lots 1F, 2F, 12F, 13F, 14F, 15F, 16F, 17F, and 18F, Valley Industrial Park;*” and

WHEREAS, the Landowner requested that the Town allow development of the Property, and the Town agreed so long as the Property continues to capture and treat the stormwater flowing from properties owned by the Third Party Beneficiaries; and

WHEREAS, the Town and the Landowner agree that the health, safety, and welfare of the residents of the Town of Purcellville, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, development plans entitled, “*Site Plan TP 15-10 for Valley Industrial Park, Lot 6F Self-Storage Facility*” dated November 9, 2015 and revised through **January 24, 2020**, prepared by Bohler Engineering (hereinafter, “**Plan**”), and attached as **Exhibit “A,”** provide for the detention and management of stormwater within the confines of the Property. Said plans have been reviewed by the Town and Loudoun County Stormwater Management Team, and have been approved subject to the full execution and recordation of this Agreement; and

WHEREAS, the stormwater management/BMP facilities to be located on the Property, as shown on the Plan, provide each of the Third Party Beneficiaries the ability to develop their respective properties with up to 85% impervious coverage; and

WHEREAS, the Town requires, and this Agreement provides, that the on-site stormwater management/BMP facilities shown on the Plan shall be constructed and adequately maintained by the Landowner, its successors and assigns; and

WHEREAS, the Town Council consented to the vacation of Plat Note 5 in order to allow development of the Property, with such consent conditioned upon this Agreement being first fully executed and recorded in the land records.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants

contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan, which is attached hereto and made a part hereof.

2. The on-site stormwater management and BMP facilities will provide stormwater storage capacity sufficient to accommodate drainage from the property of each Third Party Beneficiary for the benefit of the Third Party Beneficiaries, based on adopted stormwater management regulations, assuming each property has no more than 85% impervious coverage. Each Third Party Beneficiary shall have the right, but not the obligation, at its own expense, to install additional stormwater storage capacity on the Property that is compatible with the existing system, to the extent that such expansion is both feasible and in compliance with all applicable laws and regulations. The Landowner shall provide all necessary consent for each Third Party Beneficiary to exercise this right.

3. The Landowner shall adequately maintain the stormwater management/BMP facilities, as those facilities may be expanded by the Third Party Beneficiaries. This includes all elements of the facilities, including pipes and channels built to convey stormwater to the facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. "Adequate maintenance" is herein defined as good working condition so that all elements of the stormwater management/BMP facilities are performing their functions as-designed, with such determination made at the sole discretion of the Town. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the Landowner shall follow the schedule as shown on the approved plans.

4. The Landowner shall inspect the stormwater management/BMP facilities and submit an inspection report annually to the Town ("**Annual Inspection Report**"). The purpose of the inspection is to assure safe and proper function of the facilities. The inspection report shall cover the entire stormwater management/BMP facilities, including berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

5. The Landowner hereby grants permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the Town deems necessary, provided the Town provide written notice to the Landowner five (5) business days in advance of the inspection unless there is an emergency situation requiring an immediate response. The purpose of the inspection is to verify correction of deficiencies noted in the Annual Inspection Report, or to respond to citizen complaints. The Town shall provide the Landowner copies of the inspection findings and a directive to commence with repairs, if necessary.

6. In the event the Landowner fails to "adequately maintain" the stormwater

management/BMP facilities, the Town may enter upon the Property and take whatever steps necessary to correct deficiencies, and to charge the costs of such repairs to the Landowner, so long as the Town provides written notice to the Landowner five (5) business days in advance of entry unless there is an emergency situation requiring an immediate response. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.

7. In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Town upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder. The Town may collect all amounts owed by the Landowner in the same manner as the Town collects taxes.

8. Prior to such time as Landowner has fully constructed the improved stormwater management and BMP facilities shown on the Plan, Third Party Beneficiaries shall continue to have the right to send their stormwater runoff to Landowner's property in the same manner and to the same extent as they had prior to the time of this Agreement.

9. This Agreement imposes no liability of any kind whatsoever on the Town or the Third Party Beneficiaries. The Landowner shall hold the Town and the Third Party Beneficiaries harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Loudoun County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successor in interest.

11. This Agreement is one of a group of documents, no one of which shall be valid until all of the documents are fully and properly executed and recorded by the Owner in the Loudoun County land records. The documents consist of: (a) Deed of Easement and Vacation of Easements on Lot 6F, Valley Industrial Park, (b) Deed of Easement for Lot 7F, Valley Industrial Park, and (c) this Agreement.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. Any disputes arising from or as a result of this Agreement shall be resolved in the Circuit Court of Loudoun County, Virginia.

14. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.

FURTHER WITNESS the following signatures and seals.

Trust Agreement u/t/d December 15, 2006

By: _____

Name: Tracy A. Byrd, Trustee
Successor to Elizabeth Leone under the Trust
Agreement u/t/d December 15, 2006

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit

I the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Tracy A. Byrd, as Trustee of the Trust Agreement u/t/d December 15, 2006, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

Notary Registration Number: _____

APPROVED AS TO LEGAL FORM:

TOWN OF PURCELLVILLE, VIRGINIA

Town Attorney

Kwasi A. Fraser, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kwasi Fraser as the Mayor of the Town of Purcellville, Virginia, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

VALLEY SELF STORAGE

EASEMENT AND AGREEMENT IMPROVEMENTS

1. There will now be a Storm Water Management Maintenance agreement.
2. The pond maintenance and associated costs are now clearly the responsibility of Mr. Leone and no longer responsibility of the Town or the other beneficiaries of the easement (other properties draining to the pond).
3. The pond will now be in a proper easement.
4. The easement makes the other land owners draining to the pond the beneficiaries of the easement.
5. The easement is sized for a future expansion.

STORM WATER MANAGEMENT FACILITY PHYSICAL IMPROVEMENTS

6. The facility is designed to meet the current Virginia SWM regulations, which are designed to protect downstream flooding and to protect the Chesapeake Bay and the contributing Catoctin Creek by reducing the pollutants entering the watershed. the existing on site does not meet the current requirements.
7. The pond capacity has increased 50% over the existing pond.
8. The pond can be increased in size with 240' more of pipe which provides an additional 50% of volume to 14,395 CF thereby doubling the storage from the existing aboveground pond. The deed language will grant the upstream owners the right to increase the size of the facility for the area of their land, which drains to the pond.
9. If adjacent owners improve their lots, the SWM analysis has been prepared for them which will save them tens of thousands of dollars in engineering fees.
10. The pond provides more water quality control by storing the water longer than previous design. The pond stores the water for an additional 1 hour and 48 minutes for 12 hours and 3 minutes.
11. The pond has lowered the water elevation 2" in the facility for the 2 year storm, reducing the chance of upstream flooding.
12. The pond is designed for 85% impervious area (5.58 acres) for the 6.6 acres of land draining to it.
13. The pond will provide an additional 10% of excess capacity.
14. Increased the 50 year flow rate out of the pond to 34.82 CFS based on the downstream flow analysis by Zicht which will also help minimize the chance of any upstream flooding from larger less frequent storms.
15. Verified the overland relief from the site will flow into Route 7 and not affect the adjacent neighbors.

ADDITIONAL BENEFITS

16. Increased tax revenue to the Town.
17. Improvement to the industrial park by having a new modern building.

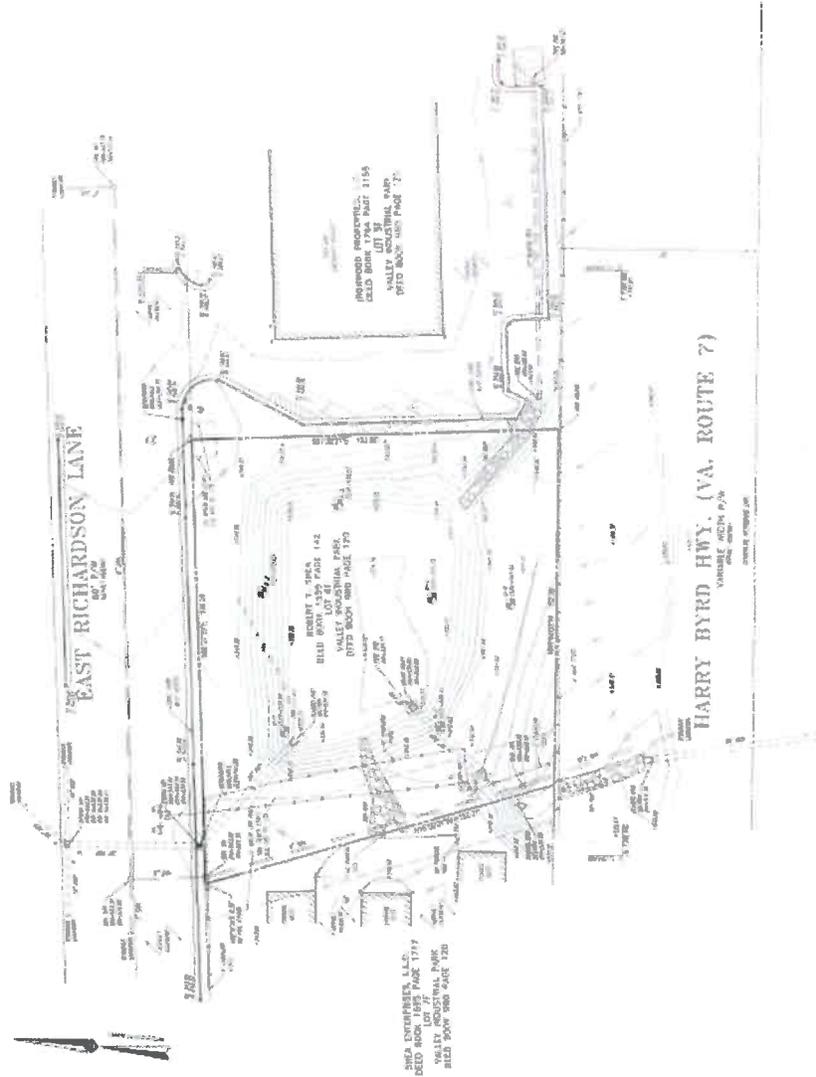
1991-1992

Valley **SELF STORAGE**

**Valley Industrial Park, Lot 6F
Self Storage Facility
TP15-10**

BOHLER //

Lot 6F Application Overview



BOHLER //

Lot 6F Application Overview

What is there today?

- o Aboveground pond
- o 6.60 Acres Drain there currently
- o 4.35 Acres Impervious exist offsite
- o Existing pond is non-compliant with current State requirements

Lot 6F Application Overview

What is being provided?

- o Underground pond
- o 6.60 Total Acres will continue to drain there
- o 5.58 Acres Impervious will be accounted for

Lot 6F Application Overview

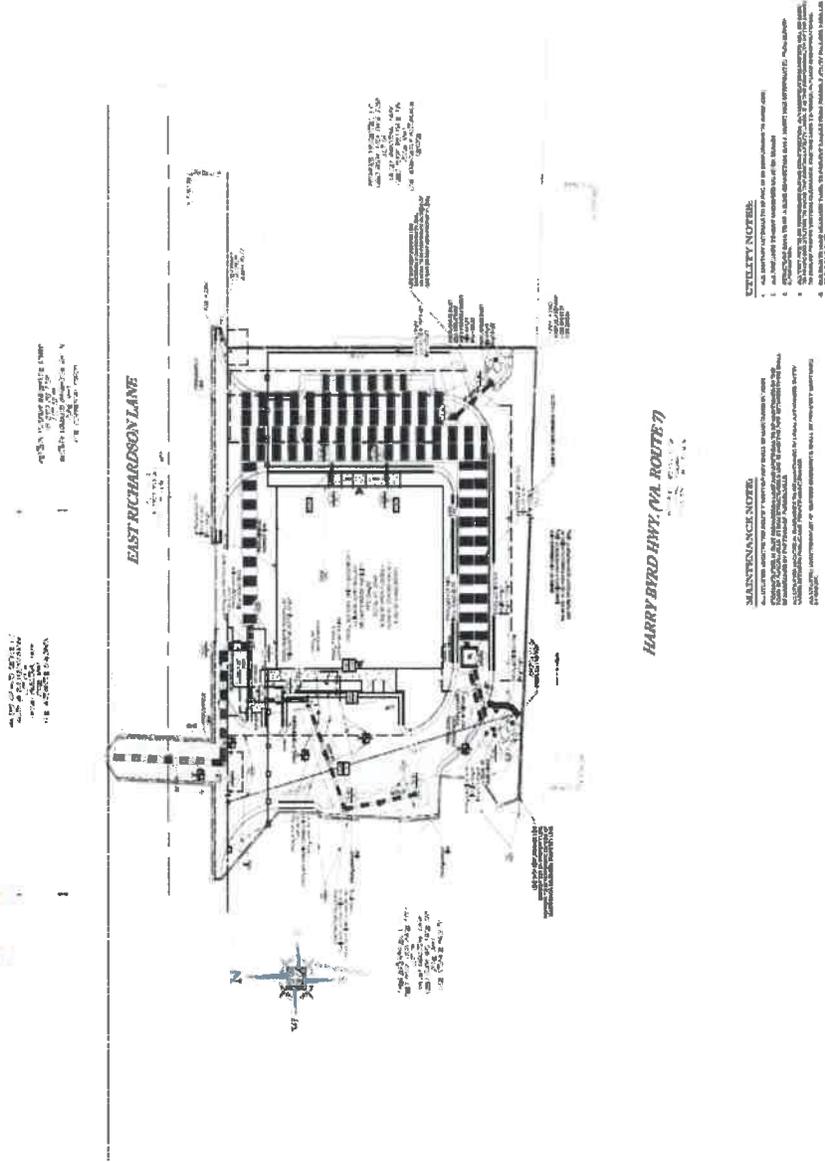
- o The proposed stormwater management facility brings the legacy storm drainage up to code requirements.
- o If a Lot Owner wished to redevelop their site after the Valley Storage SWM installation, within the stormwater standards that currently govern, they would not need to provide additional quantity treatment.



NOTE: HATCHED AREAS SHOW IMPERVIOUS AREA USED TO CALCULATE IMPERVIOUS FACTORS. THE AREAS USED TO CALCULATE IMPERVIOUS FACTORS ARE BASED OFF AREA DRAINING TO THE POND. OTHER OFFSITE AREAS ARE NOT UTILIZED IN THIS ANALYSIS.



Lot 6F Application Overview



Lot 6F Application Overview

- oBased on the downstream analysis as seen in the Application, the capacity provided in the downstream pipes is 35cfs allowable for the 50-year storm event.
- oThe SWM pond volume increases 50%.
- oThe SWM design meets the current State requirements

PRE VS. POST ROUTING (QUANTITATIVE) SUMMARY		
2-YEAR	PRE-DEVELOPMENT ELEV = 536.35' STORAGE = 7,077 CF DRAWDOWN TIME = 10.25 HR	POST-DEVELOPMENT ELEV = 536.19' STORAGE = 10,759 CF DRAWDOWN TIME = 12.05 HR
10-YEAR	FLOW RATE = 8.37 CFS	FLOW RATE = 27.10 CFS (SEE NOTE 1)
50-YEAR	FLOW RATE = 17.61 CFS	FLOW RATE = 34.82 CFS (SEE NOTE 1)

NOTES:

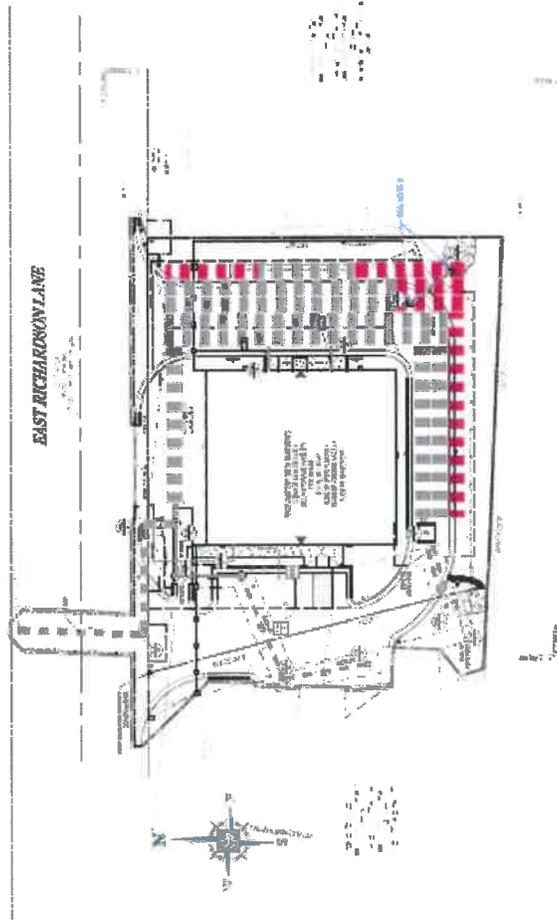
1. BASED ON ZICHT ANALYSIS (SHEET 13, NOTE 1.5), 35 CFS ALLOWABLE DISCHARGE.



Lot 6F Application Overview

EXHIBIT NOTES

1. ALL INFORMATION AND ALL ACCESSORIES SHOWN PROVIDED BY THE APPLICANT.
2. THE APPLICANT HAS BEEN ADVISED THAT THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICANT'S LOCAL JURISDICTION.



HARRY BYRD HWY (VA ROUTE 7)



Lot 6F Application Overview

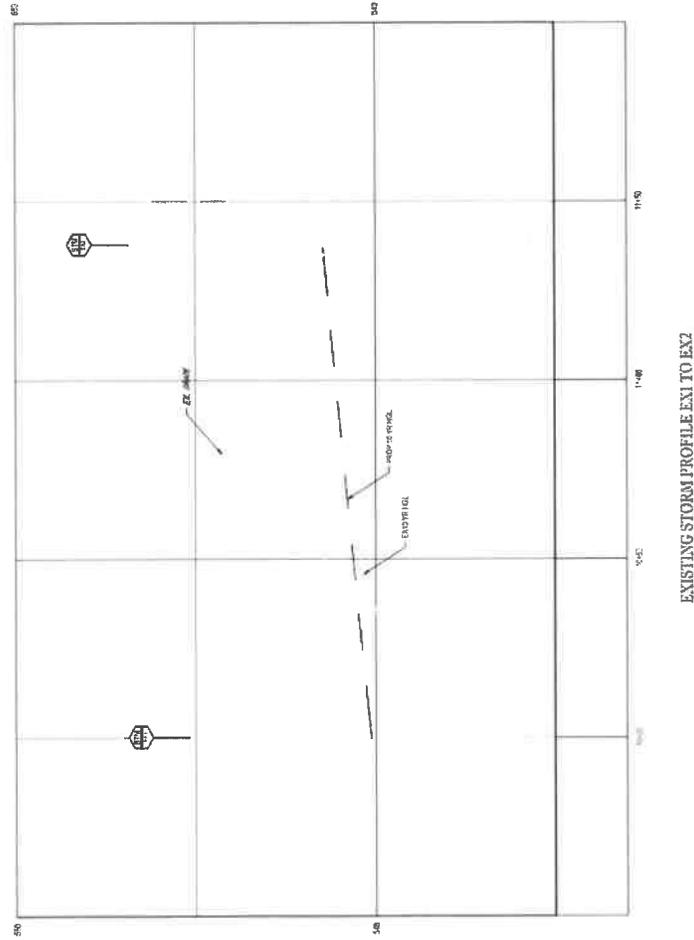
Potential Additional Storage Capacity

- o Potential for an additional 240' of detention system
- o Additional 3,637 CF of storage
- o Potential total storage area of 14,395 CF
- o Double the amount of storage which currently exists

BOHLER //

Hydraulic Grade Line EX2-EX1

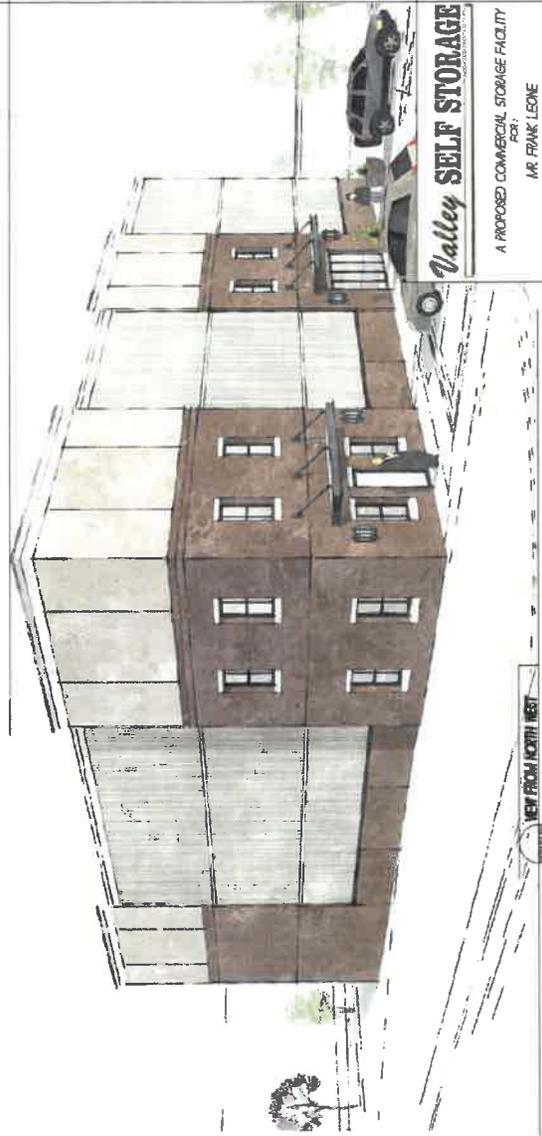
- o 10-Year Water Surface Elevation from Proposed Pond Design create a Hydraulic Grade Line as seen here with the dashed line inside the pipe along the Southern border of the property.
- o The 10-Year Water Surface Elevation has been maintained with this proposed design.
- o There are no concerns with ponding water at either end of the culvert on this property.



VALLEY SELF STORAGE

Replacement of Storm Water Management Facility

GMF+ASSOCIATES
ARCHITECTS
10000 WOODBRIDGE BLVD
SUITE 100
DALLAS, TEXAS 75244
PH: 972.382.1000
WWW.GMF+ASSOCIATES.COM



Valley SELF STORAGE

A PROPOSED COMMERCIAL STORAGE FACILITY
FOR
MR. FRANK LEONE
PARCELS 1, 2, 3 & 4
7-3-19

BUILDING CLASSIFICATION

USE GROUP : 31- STORAGE
TYPE CONSTRUCTION : 2-B
(NON-COMBUSTIBLE, UNPROTECTED)
SPRINKLED

Lot 6F, Valley Industrial Park Existing Conditions

- Antiquated Stormwater Management (SWM) Facility
- SWM inadequate for modern standards
- Exposed to natural elements – mosquitos and vegetation

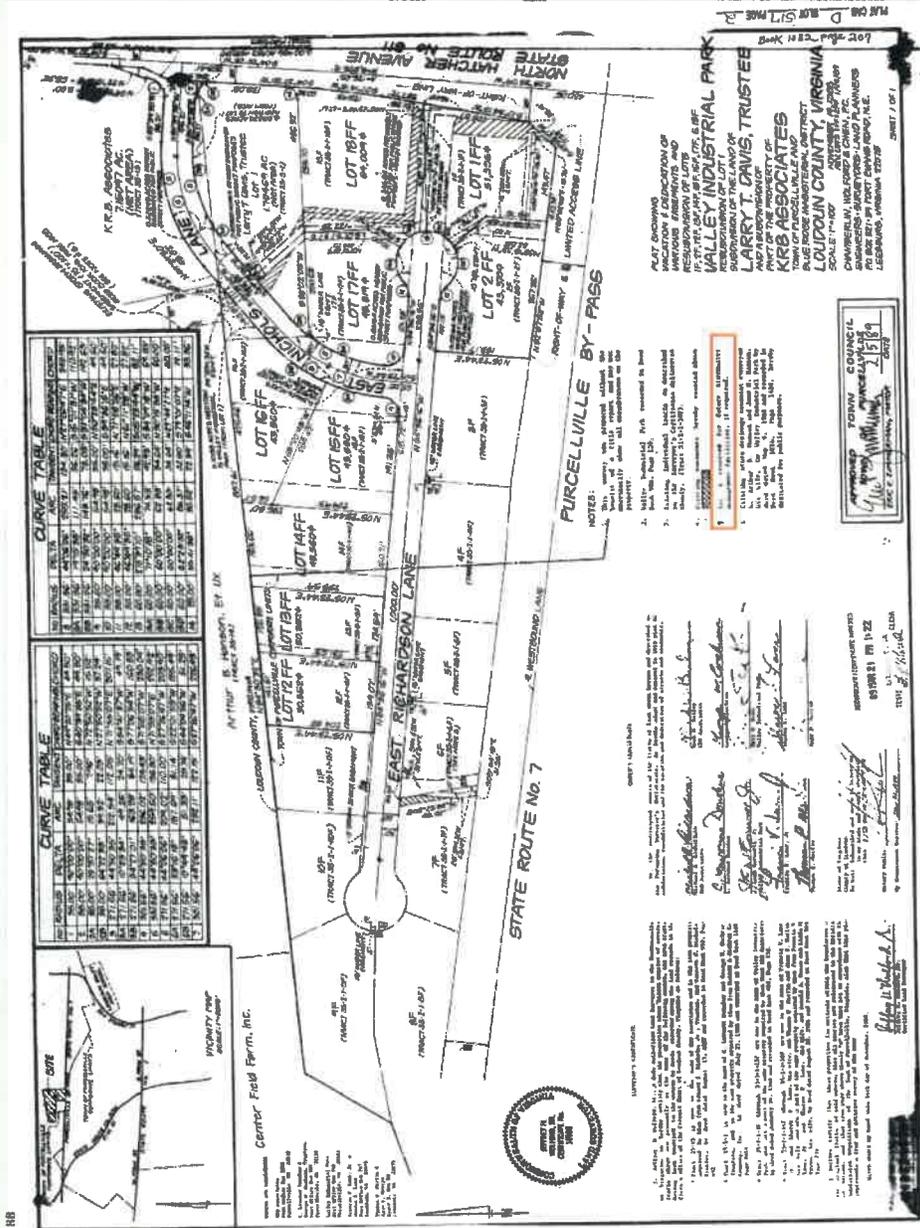


Valley Self Storage

- ▶ Valley Self Storage (VSS), the Owner of Lot 6F
- ▶ VSS is proposing to replace the existing SWM facility on Lot 6F.
- ▶ VSS has been diligently pursuing the application for 4 years



Record Plat of Current SWM Facility



Record Plat of Current SWM Facility

Plat Note #5

- Plat Note #5 states
"Lot 6[F] reserved for future stormwater management facilities, if required"
- Document is silent to any construction, responsibility and/or maintenance of the current SWM Facility

NOTES:

1. This survey was prepared without the benefit of a title report and may not necessarily show all encumbrances on the property.

2. Valley Industrial Park recorded in Deed Book 980, Page 120.

3. Existing individual tracts as described in the Surveyor's Certificate delineated thusly: (Tract 35-1-1-18F).

4. Existing easements hereby vacated shown



5. Lot 6 reserved for future stormwater management facilities, if required.

6. Existing storm drainage easement conveyed by Arthur B. Hanson and Jane H. Hanson, his wife, to Valley Industrial Park by deed dated May 9, 1988 and recorded in Deed Book 1016, Page 1488, hereby dedicated for public purposes.

Legislation Permits Changes to Plats

- ▶ The Code of Virginia establishes a public process to alter the terms of a SWM Easement
- ▶ Virginia Code **§15.2-2272**
Vacation of Plat after Sale of Lot
 - ▶ In a case where a lot has been sold, the plat or part thereof may be vacated by the ordinance of the governing body in which the land shown on the plat or part thereof may be vacated by application of the interested party.

Legal Documentation

- VSS has submitted **deeds of easement and vacation of easement** which will vacate the outdated SWM easements and create new SWM easements
- VSS has also submitted a **SWM agreement** with clear legal language
- These legal documents assign responsibility and hold VSS accountable for construction and maintenance



Request to Purcellville Town Council

- ▶ Requesting permission from the Purcellville Town Council to build a new code complaint Stormwater Management Facility with:
 - ▶ **no expense** to the Lot Owners in the Valley Industrial Park and
 - ▶ **no expense** to the Town of Purcellville

Rights of Valley Industrial Park Lot Owners

Deed of Easement

- ▶ All pertinent Lot Owners in the Valley Industrial Park that drain into Lot 6F have been included (as Grantees) in the new Deed of Easement
- ▶ The Deed of Easement Language states that VSS is responsible for the construction and maintenance of the SWM facility
- ▶ Existing Plat Note #5 only reserves the right to have a SWM Facility

RECORDATION COVER SHEET

DEED OF EASEMENT AND VACATION OF EASEMENTS

TYPE OF INSTRUMENT:

DATE OF INSTRUMENT:

NAMES OF GRANTORS:

NAMES OF GRANTEEES:

1) ELIZABETH A. LEONE, Trustee of the TRUST AGREEMENT, and December 15, 2006

2) SHIINGS LLC

3) TYBE LLC

4) P & A DEL CARPIO LLC

5) IRONWOOD PROPERTIES LLC

6) SHEA ENTERPRISES, LLC

7) STATEWIDE ENTERPRISES LLC

8) WALSHS VIE AUTO SERVICE LLC

9) SUZANNE U. MOORE, Trustee of the SUZANNE U. MOORE REVOCABLE TRUST, and January 25, 2010

10) CRAIG KRIS HOLDINGS LLC

11) LIGHTNING BOLT LLC

12) INI D LLC

13) GERALD WALSH and NANCY WALSH

14) NESSELRODIE PROPERTIES LLC

15) AHMED B. NASR and SAMANTHA M. NASR, Trustees of the AHMED B. NASR & SAMANTHA M. NASR REVOCABLE FAMILY TRUST, and October 28, 2015

16) EAST RICHARDSON ASSOCIATES, LLC

17) PERRY L. SCHULZE and DENISE E. SCHULZE

18) TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation

COUNTY WHERE PROPERTY LOCATED:

BRIEF DESCRIPTION OF PROPERTY:

LOUDOUN

Lot 6F, Valley Industrial Park

Rights of Valley Industrial Park Lot Owners

Stormwater Management Agreement

- ▶ The SWM Agreement language states that the responsibility for the construction and maintenance of the SWM facility shall be borne solely by VSS
 - ▶ Annual inspection of the facility is required by the SWM agreement
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working conditions acceptable to the Town, the Town may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.
7. In the event the Town, pursuant to the Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder.

Rights of Town of Purcellville

- Both the Deed of Easement and SWM Agreement provide for
 - All construction costs to be borne by VSS
 - All maintenance costs borne by VSS
 - If VSS does not properly maintain Town has the right to charge VSS for any maintenance or forced to perform on behalf of VSS



- All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easement shall be and remain the property of the Owner, its successors and assigns. It is expressly understood and agreed that the Town is under no obligations to routinely maintain or repair said facilities, and in no event shall these easements be construed to impose any such obligation on the Town.

Benefits to Valley Industrial Park Lot Owners

- ▶ New SWM Facility has 50% more capacity
- ▶ Construction plans and calculations will be in place to support such development without expense to adjoining property owners
- ▶ New building will significantly upgrade the industrial park.
- ▶ Clarify poor legal language (Plat Note #5)
- ▶ New SWM Facility meets all Town, County and State requirements for quality of SWM



**PRE-/POST-DEVELOPMENT
DRAINAGE AREA MAP**

SCALE: 1" = 200'

NOTE: HATCHED AREAS SHOW IMPERVIOUS AREAS USED TO CALCULATE IMPERVIOUS FACTORS. THE AREAS USED TO CALCULATE IMPERVIOUS FACTORS ARE BASED OFF AREA OWNERS TO THE POND. OTHER OFFSITE AREAS ARE NOT UTILIZED IN THIS ANALYSIS.

Benefits to Town of Purcellville

- Better SWM quality
- No expenses to Town for construction or maintenance
- Maintenance of Easement to be governed by the SWM Agreement
- Construction of modern facility valued at \$2.6 Million
- Taxes to Town: \$5,720/year
- SWM Facility to be Fully Enclosed
- Facility is to be constructed in accordance with the site plan approved by the County of Loudoun, SWM team



