

Deeds

THIS AGREEMENT made this 8th day of July, 1947, by and between the County School Board of Loudoun County, Virginia, a body corporate, by William T. Smith, Chairman, and Ruth M. Emerick, Clerk, party of the first part, and the Town of Purcellville, Purcellville, Virginia, party of the second part.

WITNESSETH: That whereas, the party of the second part is desirous of entering upon the land of the party of the first part for the purpose of constructing and maintaining a sanitary sewer, including manholes and accessories, and installing connections thereto as required within the limits of the easement hereinafter described; and,

WHEREAS, the party of the second part in consideration of the rights hereby granted has agreed to indemnify and save harmless the party of the first part by the payment of any reasonable damages done to said property due to the maintenance or repair of said sanitary sewer and has agreed to put the premises in as good condition as existed when this grant was made.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH: That for and in consideration of the premises and the further consideration of \$ \_\_\_\_\_ in hand paid, receipt whereof is hereby acknowledged, the County School Board of Loudoun County, Virginia, a body corporate, by William T. Smith, Chairman, and Ruth M. Emerick, Clerk, party of the first part, hereby and herein grants to the Town of Purcellville, Purcellville, Virginia, party of the second part, the right to enter upon the land owned by the party of the first part to lay out, construct and maintain a sanitary sewer, including manholes and accessories and install connections thereto as required within the limits of the hereinafter described easement, which, according to plat made by Warren C. Perrow, Consulting Engineer, dated August 24, 1947, designated "Easement for Sanitary Sewers in Block between Nursery Avenue and D Street East of Third Avenue, Purcellville, Virginia", attached hereto and

to be recorded with this easement, is described as follows:

Beginning at a point on the east line of 1st Avenue, said point being 85 feet, more or less, north of the north line of Nursery Avenue, thence eastwardly and across the school lot of Loudoun County School Board a distance of 271 Feet, more or less to a point, thence northeastwardly and parallel to Nursery Avenue and 26 feet from the center thereof a distance of 281.5 feet, more or less to a point, thence eastwardly a distance of 100 feet more or less to the north line of Nursery Avenue; said line as described being the center of an easement 20 feet wide.

This easement extends over, on, through and across a portion of the same land conveyed unto Mt. Gilead District School Board of Loudoun County, Virginia, by J. D. Dillon and wife, by deed dated January 27, 1922, recorded in the Clerk's Office of the Circuit Court of Loudoun County, Virginia, in Liber 9 0's, Folio 368.

Upon completion of the sewer over the hereinbefore described lands, the trench shall be backfilled, all excess earth and material removed and the premises put in as good condition as existed when this grant was made.

Further the right is granted the Town of Purcellville, Purcellville, Virginia, party of the second part, to enter upon said land at any time after the sewer system is completed for the purpose of inspection, maintenance or repair, it being understood that the said Town of Purcellville, Purcellville, Virginia, will save harmless the County School Board of Loudoun County, Virginia, and

~~the damages done to said property.~~ due to such maintenance or repair, it being understood that this easement shall run with the land.

WITNESS the following signatures and seals.

((SEAL))

Attest:

\_\_\_\_\_  
Clerk

The County School Board of Loudoun County,  
Virginia.

By \_\_\_\_\_  
Chairman

THE TOWN OF PURCELLVILLE, PURCELLVILLE, VA.

By \_\_\_\_\_  
Mayor (SEAL)

STATE OF VIRGINIA,  
COUNTY OF LOUDOUN, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that William T. Smith and Ruth M. Emerick, whose names as Chairman and Clerk, respectively, of the County School Board of Loudoun County, Virginia, are signed to the foregoing writing bearing date on the 8th day of July, 1947, have each acknowledged the same before me in my County and State aforesaid.

Given under my hand this \_\_\_\_\_ day of July, 1947.

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

My Commission expires:

STATE OF VIRGINIA,  
COUNTY OF LOUDOUN, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County of Loudoun, in the State of Virginia, do certify that S. Hawpe Adams, whose name as Mayor of the Town of Purcellville, Purcellville, Virginia, a corporation, is signed to the foregoing writing bearing date on the 8th day of July, 1947, personally appeared before me this day in my County and State aforesaid and on behalf of the said Town of Purcellville, Purcellville, Virginia, a corporation, the said S. Hawpe Adams, Mayor, acknowledged the foregoing writing as the act and deed of the said corporation and made oath

~~and that the seal affixed to said writing is the true corporate seal of the said corporation, and that it has been affixed thereto by due authority.~~

Given under my hand this \_\_\_\_\_ day of July, 1947.

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

My Commission expires:

July 8, 1947

Mr. S. Hawpe Adams  
Purcellville, Virginia

Dear Mr. Adams:

I inclose agreement relating to sewer which has been executed by the officers of the County School Board. We did not fill any consideration as the board did not expect any payment.

Very sincerely yours,

O. L. Emerick

Division Superintendent

OIE:lc

Inc. -1