



Date of Council Meeting: October 23, 2012

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Whether the Town Council should consider a resolution authorizing the execution of:
1) Deed of Subdivision, Conveyance, Easements and Vacation; and 2) Deed of Vacation; and 3) Any additional documents necessary to convey approximately 2.8664 acres public property located at the site of the Kenneth B. Rollins Water Treatment Plant to VEPCO for the design and construction by VEPCO of the Edwards Ferry Road Electric Substation. The land, while owned by the Town, is located within Loudoun County (“County”), and therefore the County reviewed and approved the subdivision and special exception plat and deeds involved in the transaction.

Staff Contact: Jeanette A. Irby, Town Attorney

Recommendation: The Town Council should pass a resolution, authorizing the execution, by the Mayor, of a:

- 1) Deed of Subdivision, Conveyance, Easements and Vacation; and
- 2) Deed of Vacation; and
- 3) Any and all additional documents necessary for the transfer of title.

Issue: Should a resolution be passed to authorize the execution of a Deed which evidences the subdivision and conveyance of a portion of the Town-owned property (approximately 2.8664 acres), the granting of certain utility, facility, ingress/egress, sign and landscape easements to the Town from VEPCO, granting to the County a partial vacation of the Heritage Trail easement; and granting access easements to Loudoun County and the Loudoun County Sanitation Authority; and 2) Deed of Vacation vacating the reservation for the Western Transportation Corridor granted to the County by the Town in 1999.

Fiscal Analysis: The Town and VEPCO have negotiated and agreed upon a sales price which includes the relocation of an electric distribution pole at the intersection of Loudoun and Market Streets and the relocation of a town effluent force main within the area to be conveyed. The sales price was based on the Town’s analysis of comparable sales within the area.

Background: VEPCO first approached the Town in 2009 to purchase or lease Town-owned property within its transmission easement to construct an electric substation. A decision to sell the land to VEPCO was approved by the Town Council on March December 13, 2011. Since the land is located within Loudoun County, VEPCO has obtained all necessary county approvals and permits. Simultaneous with the approval process with the County, VEPCO and the Town have negotiated plats and the aforementioned deeds needed to conveyed the public property to VEPCO. In order to complete the purchase and sale, the Town and VEPCO must execute a the

documents listed above. A closing date to complete the purchase and sale is anticipated to occur in November.

Attachments: Proposed Resolution
Memorandum of Agreement between Town and VEPCO dated March 14, 2012
Deed of Subdivision, Conveyance, Easements and Vacation
Deed of Vacation (Western Transportation Corridor Reservation)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**MOA**"), is entered into this 14th day of March 2012 (the "**Effective Date**") by and between **VIRGINIA ELECTRIC AND POWER COMPANY**, doing business in Virginia as "Dominion Virginia Power" (hereinafter the "**Company**" or "**Dominion**") and the **TOWN OF LEESBURG, VIRGINIA** (hereinafter the "**Town**") and hereby recites and provides as follows:

RECITALS

WHEREAS, the Town is the fee simple owner of that certain parcel of land located in the Catoctin Election & Magisterial Districts of Loudoun County, Virginia, shown and designated as Tax Map 49 Parcel 8B containing 20.8755 acres, more or less, on a plat entitled "BOUNDARY LINE ADJUSTMENT OF THE LAND OF RIVER CREEK LIMITED PARTNERSHIP AND TOWN OF LEESBURG" prepared by Bowers & Associates, dated June 18, 1993, last revised August 25, 1993 and recorded November 22, 1993 with the Deed of Dedication, Boundary Line Adjustment and Easement in Deed Book 1269, page 1824, among the land records of Loudoun County, Virginia and in Plat Cabinet A Slot 721 Pages 3, 4 to which plat reference is hereby made for a more particular description of the property described therein (the "**Town Property**").

WHEREAS, the Town desires to sell a portion of the Town Property comprised of approximately 2.8664 acres (the "**Substation Property**") which is identified as "Lot 1" on **Exhibit A** attached hereto and incorporated herein by reference (the "**Subdivision Plat**") and Company desires to purchase the Substation Property in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Town's sale of the Substation Property will be subject to the Town's reservation of certain perpetual easements as more particularly described in this MOA;

WHEREAS, the Company desires to acquire certain distribution utility easements and access rights across portions of the Town Property as more particularly described in this MOA that are associated with the development, operation and maintenance of the electric substation to be developed on the Substation Property and the Town has agreed to grant these easements to the Company subject to the statutory limitation of forty years as set forth in Virginia Code § 15.2-2100; and

WHEREAS, the transactions described in this MOA are contingent upon (i) the Town Council of Leesburg approving the sale of the Substation Property and the conveyance of the associated easements; (ii) the Company relocating the treated effluent force main currently located on the Town Property; (iii) Loudoun County approving the subdivision of the Substation Property and permits for the development and use of an electric substation on the Substation Property; (iv) the vacation of that portion of the Potomac Heritage Trail Easement (Deed Book 1269, at page 1824) that lies within the Substation Property; and (v) the vacation of that portion of the 125' right-of-way reservation (Deed Book 1715, at page 65) that lies within the Substation Property.

WITNESSETH:

NOW, THEREFORE, it is hereby agreed by and between the Parties:

1. Agreement of Purchase and Sale; Easement Agreement. Subject to the terms and provisions hereinafter set forth, Town shall sell, and Company shall purchase, the following:

- (a) Fee simple title to the Substation Property subject to the reservation of a perpetual and non-exclusive easement for a treated effluent force main in the location identified as "C/L 40' Force Main Esm't." and "C/L 10' Force Main Esm't" on the Subdivision Plat; and
- (b) A forty year non-exclusive access easement on, over, upon, across and through the Town Property for vehicular and pedestrian ingress and egress to and from the Substation Property in the areas designated as "C/L 50' ACCESS ESM'T TO THE BENEFIT OF LOT 1" "ACCESS ESM'T TO THE BENEFIT OF LOT 2 AND THE OWNER OF PIN 110-27-9263" and "46.99' ACCESS ESM'T TO THE BENEFIT OF LOT 1" on Sheet 3 of 4 of the Subdivision Plat (the "Access Easement"); and
- (c) A forty year non-exclusive easement on, over, upon, across, under and through the Town Property for the purpose of transmitting and distributing electric power by one or more circuits, for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution and transmission of electricity Property in the areas designated as "DOMINION VIRGINIA POWER UTILITY EASEMENT" on the easement plat attached as an exhibit to Exhibit B of this MOA (the "Distribution Easement"); and
- (d) Reservation of a perpetual and non-exclusive easement for any and all existing electrical, telecommunication and cable television facilities which are located within the area of Lot 1, or adjacent thereto, hereinafter referred to as "Town Facility Easements". Said easements are depicted on the DVP Substation Site Plan attached as an exhibit to Exhibit E of this MOA.

The Substation Property, the property encumbered by the Access Easements, and the property encumbered by the Distribution Easement and Town Facility Easements are collectively referred to hereinafter as the "Property". The Access Easement and the Distribution Easement are collectively referred to hereinafter as the "Easements". At Closing (as defined in Section 6), Town shall execute, acknowledge and deliver (i) a deed in a form satisfactory to the Company's title insurance company conveying to Company fee simple title to the Substation Property by quitclaim deed, free and clear of any and all liens together with good and marketable title to the Access Easement (the "Deed"); and (ii) the Company's standard Distribution Right-of-Way Agreement in the form attached hereto as Exhibit B (the "Distribution R/W Agreement") subject to the 40 year statutory limitation imposed on the Town by Virginia Code 15.2-2100. The areas of the Town Property to be encumbered by the Easements are referred to collectively in this MOA as the "Easement Areas".

2. Purchase Price/Additional Consideration. The purchase price for the Property (the "Purchase Price") shall be FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00). The Purchase Price will be paid at Closing by wire transfer of immediately available funds. As additional consideration for the Property the Company has agreed to perform, at its expense, the following two projects: (i) the relocation of the existing treated effluent force main in accordance with the proposal attached hereto as Exhibit D; and (ii) the utility relocation work described in Exhibit E. Completion of these projects is not a contingency to Closing but the obligation of the Company to perform the work, as described in Exhibit D and Exhibit E, will survive the Closing and must be performed in accordance with a project schedule as set forth in Exhibit G entitled "Project Schedule for Relocation of Electric Lines and Pole".

3. Investigations and Due Diligence. Commencing on the Effective Date, Company shall have full rights of access to the Property, and may itself and through its agents, employees, engineers, architects, surveyors and other representatives enter onto the Property, for the purpose of conducting inspections, analysis, examinations, tests, soil borings, investigations and surveys that Company deems necessary or desirable, in its sole discretion, including, but not limited to, an environmental assessment and a wetlands survey, and for any other purposes necessary or desirable for Company to determine the feasibility of the purchase of the Property and use of the Easement Areas (collectively, the "Inspections"). The Company, at its own expense, shall promptly restore any damage to the Town Property caused by the Inspections. The Company shall hold harmless, indemnify, defend and protect Town, its agents and affiliates from any loss, damage, claim or liability, including reasonable attorneys' fees, directly related to the activities of the Company, its agents, consultants, or contractors on the Town Property. The Company's restoration and indemnification obligations contained herein shall survive Closing and/or any termination of this MOA.

4. Title. The Company may, at its discretion, obtain a title insurance commitment with respect to the Property (the "Commitment"). In the event the Commitment discloses any defects of title or other exceptions to coverage or other matters unsatisfactory to the Company in its reasonable discretion, the Company shall notify the Town in writing of such title defects or other matters to which the Company objects. The Town shall attempt to cure any and all such defects, exceptions or other matters prior to Closing. In the event the Town does not correct such defects, exceptions, or other matters on or before the date of Closing, the Company may, upon written notice to the Town, either (i) terminate this MOA, in which event the parties hereto shall have no further obligations or liabilities under this MOA, except to the extent otherwise set forth herein, or (ii) waive the defects, exceptions or other matters and proceed to Closing.

5. Permits and Approvals.

(a) The following conditions must be satisfied prior to either party being obligated to proceed to Closing (collectively, the "Approvals"):

(i) The Town Council of Leesburg shall have authorized the Town Manager to execute and deliver to the Company the Deed and the Distribution R/W Agreement in exchange for (i) the payment of the Purchase Price; and (ii) the Company's obligation to perform the utility relocation work described in Exhibit F which work the Company has agreed to perform at its expense;

(ii) Loudoun County shall have approved a Land Development Application for Subdivision Waiver based on the Subdivision Plat with any substantive modifications to the Subdivision Plat requiring the consent of both the Town and the Company;

(iii) Loudoun County shall have approved a Land Development Application for Special Exception and Commission Permit based on the Special Exception and Commission Permit Plat in substantially the same form as the version of the Special Exception and Commission Permit Plat attached hereto as Exhibit C with any substantive modifications requiring the consent of both the Town and the Company;

(iv) Loudoun County shall have approved the vacation of that portion of the Potomac Heritage Trail Easement (Deed Book 1269, at page 1824) that lies within the Substation Property and the vacation of that portion of the 125' right-of-way reservation (Deed Book 1715, at page 65) that lies within the Substation Property; and

(v) The Company shall have obtained all other necessary and appropriate approvals, zoning, permits, or authorizations required to construct the Substation by any municipal, county, state or other governmental authorities, bureaus or agencies having jurisdiction over or related to the development of the Substation Property.

(vi) The Company agrees that as soon as the Company has completed the construction drawings for the relocation of the Town's treated effluent force main, the Company shall submit the same to the appropriate government entities and obtain any and all Town, County and state agency approval and/or permits that may be required.

(b) The Company and Town agree to cooperate in good faith and diligently pursue all Approvals and have designated the following individuals as their lead contacts for all communications between the parties regarding the approval of the Subdivision Application and the Special Exception/Commission Permit Application:

Company Project Lead Contact: Dave Emigh, Project Manager, Dominion Virginia Power

Town Project Lead Contact: Tom Mason, Director of Public Works, Town of Leesburg

(c) The Town's agreement to cooperate in good faith to assist Company in obtaining the Approvals will include, but not be limited to, the execution of applications or other instruments necessary to obtain the Approvals.

6. Closing; Possession.

(a) Closing under this MOA (the "Closing") shall occur within thirty (30) days following receipt of the Approvals or with ten (10) days prior written notice from the Company that it has elected to proceed to Closing.

(b) At Closing, in addition to any other items required to be delivered by Town under the provisions of this MOA, Town will execute, acknowledge (if applicable) and deliver to Company:

(i) the Deed and Distribution R/W Agreement;

(ii) an affidavit reasonably acceptable to Company and its title insurance company certifying that the Town Property is not subject to any unrecorded leases or rights of others and that no work has been performed on or materials supplied to the Town Property prior to Closing that would allow a mechanic's, laborer's or materialman's lien to attach to the Property or any part thereof;

(iii) all residency status tax reporting forms reasonably required by Company and its title insurance company, including, without limitation, a Virginia form R-5 or R-5E, a FIRPTA form certifying Town is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code of the United States, information necessary to complete an IRS Form 1099 or 1099-S and any other forms required to be produced to tax authorities in connection with the conveyance of the Property; and

(vi) any other documents reasonably required by the Company's title insurance company.

(d) At Closing, the Company shall deliver the Purchase Price by wire transfer of immediately available funds.

(e) The Company shall pay any state and/or local grantee's tax associated with the recording of the Deed. The Town is exempt from the payment of any grantor's tax associated with the recording of the Deed pursuant to 58.1-811(C)(4) and the Company shall ensure that the Deed contains the citation of this exemption for recordation. The Company shall pay any fees associated with the recording of the Deed and Distribution R/W Agreement. Each party shall pay its own attorneys' fees in connection with the transactions contemplated by this MOA.

7. Default. In the event Company defaults in the performance of this MOA, which default is not cured within thirty (30) days after Company receives written notice of such default from Town, Town shall be entitled, as its sole and exclusive remedy, to terminate this MOA by written notice to Company. If Town shall breach or fail to perform or comply with any of the terms and provisions of this MOA, which default is not cured within thirty (30) days after Town receives written notice of such default from Company, then Company may elect to (i) pursue a suit for specific performance, or (ii) terminate this MOA.

8. Eminent Domain; Casualty. In the event that (i) a material portion of the Substation Property or Easement Area are not in materially the same condition as of the Effective Date; or (ii) any eminent domain proceeding affecting a material portion of the Substation Property or Easement Area is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain prior to Closing, Town shall promptly give Company written notice thereof, and Company shall have the option to (a) terminate this MOA and neither Company nor Town shall thereafter have further rights or obligations hereunder except those that explicitly survive termination, or (b) proceed to Closing with an equitable reduction in the Purchase Price, in which event Town shall assign to Company any all condemnation and other rights relating to such eminent domain proceeding.

9. Costs.

(a) Except as otherwise provided in this MOA, Company and Town shall each pay all of its own costs in connection with the purchase and sale of the Property except that the Company shall bear all the cost associated with seeking Loudoun County's approval of the Land Development Applications for the Subdivision Waiver and the Special Exception and Commission permit, per paragraph 5(A)(v).

(b) The Company agrees to replace and relocate portions of the existing 24" treated effluent force main pipeline with a 30" pipe as more particularly described on Exhibit D. In addition, the Company agrees to replace the existing treated effluent forcemain meter with a meter selected by the Town. The Company will bear all costs of the new meter and enlarged pipe, including the relocation and installation of the new meter and enlarged pipe as herein described. Town agrees that Company may commence such work prior to Closing provided that Company has obtained all necessary permits for such work.

(c) The Company agrees to bear all costs of any and all relocation of existing underground electrical, telecommunication and cable television facilities associated with the development of the Edward's Ferry Substation as more fully set forth in Exhibit E. After Edwards Ferry Substation is energized, the Town Water Treatment Plant will be the first customer connected to one of the two initial circuits from the Substation as described in Exhibit H. In the unlikely event of an outage that affects the circuit providing the new feed to the Water Treatment Plant, Dominion will have the ability to temporarily switch the Water Treatment Plant back to the Town's prior feed as described in more detail in

Exhibit H. The Company shall be responsible for all costs associated with the electrical connections described in Exhibit H.

(d) All costs associated with relocating the Company facilities contained within Exhibit F.

10. Brokerage. Town and Company each represents and warrants to the other that it has not made any agreement to pay any brokers' or finders' fee in connection with the purchase and sale of the Property.

11. Representations and Warranties of Town. In addition to any express covenants, representations or warranties of Town contained herein, Town hereby covenants, represents and warrants to Company as follows:

(a) Town is the owner of fee simple title to the Property subject to liens and encumbrances recorded in the public records and encroachments as would be revealed by a current ALTA survey, and has the legal right, power and authority to enter into this MOA and the instruments referenced herein and to consummate the transactions contemplated hereby without the approval or authorization of any other party.

(b) There are no oral or written leases or contracts or any deeds or trust or other liens securing the payment of money applicable to the Property or any part thereof.

(c) No litigation, proceeding or investigation is pending or, to the best of Town's knowledge, threatened which might prevent or adversely affect the use of the Substation Property or Easement Area, or any part thereof, by Company or which questions the validity of any action taken by or to be taken by Town or Company under this MOA or the Deed.

(d) Town has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of the Property or for the limiting or denying of any right of access thereto.

(e) To the best of Town's knowledge, the Property is and has been in compliance with all applicable federal, state and local environmental laws and regulations and the Property has not been the subject of any federal, state or local governmental action or third party claim because of the release, threat of release, discharge, storage, treatment, generation, emission or disposal of any hazardous substances on, in or from the Property or any part thereof during Town's ownership thereof.

(f) Town agrees that pending Closing, Town shall not enter into any leases or contracts affecting the Substation Property or Easement Areas without the prior written consent of the Company, which consent may be withheld in Company's sole and absolute discretion;

All of the covenants, representations and warranties made by Town in this Section 11 shall be complied with and are true, accurate and correct as of the Effective Date and shall be true, accurate and correct as of Closing, and the truth, accuracy and correctness of the covenants, representations and warranties of Town and Town's compliance therewith shall be conditions to Company's obligation to close on the purchase of the Property under this MOA

12. Miscellaneous.

a. The parties intend that this MOA be governed by Virginia law without giving effect to Virginia's choice of laws principles. The parties irrevocably submit to jurisdiction in the

Commonwealth of Virginia with respect to any dispute between them arising out of, relating to, or in connection with this MOA.

b. The failure of either party to demand strict performance of the terms of or to exercise any right conferred by this MOA is not intended by the parties to be construed as a waiver or relinquishment of its right to assert or rely upon any term or right in the future, or as a consent to any continuing or subsequent failure or breach.

c. If any provision or any part or portion of any provision of this MOA becomes or is declared to be unlawful, invalid, void, or otherwise unenforceable, the rights and obligations of the parties will be reduced only as much as is required to remove the unenforceability. The balance of this MOA will remain in effect.

d. This MOA will be binding on the parties and their directors, officers, agents, successors, and permitted assigns.

e. Notices to the parties concerning this MOA will be effective only if they are in writing and delivered by certified mail or by overnight courier to the address provided below:

Company Notice Contact:
Virginia Electric and Power Company
c/o Dominion Virginia Power
2400 Grayland Avenue
Richmond, Virginia 23220
Attention: Dave Emigh

With a copy to:
Dominion Resources Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219
Attention: Ryan W. Boggs, Esquire

Town Notice Contact:
Town Manager
Town of Leesburg, Virginia
25 W. Market St.
Leesburg, VA 20176

Either party may change the person to receive notice or the applicable contact information by providing notice to the other. Properly delivered notices will be deemed to have been received when they are sent.

f. This MOA, together with all attachments and incorporated references, is the entire agreement between the parties and supersedes any prior or contemporaneous agreement or understanding between the parties regarding its subject matter. The parties will not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth or provided for in this MOA. No prior course of dealing, usage of trade, or course of performance is intended by either party to be used to supplement or explain any term, condition, or instruction used in this MOA or to effect any amendment to it. No revision or amendment to this MOA will be effective unless it is signed by the parties.

[Signature pages follow]

IN WITNESS WHEREOF, Dominion causes its name to be assigned hereto by its appropriate representative, all after due authorization, to become effective as of the date accepted and signed by duly authorized officer(s) of the Town.

**VIRGINIA ELECTRIC AND POWER COMPANY,
doing business in Virginia as Dominion Virginia
Power**

Date: 3-5-2012

By: 

Name: BOBBY E. MCGUIRE

Title: AUTHORIZED REPRESENTATIVE

[Signatures continue on following page]

TOWN OF LEESBURG, VIRGINIA
A municipal corporation of the
Commonwealth of Virginia

Date: 3/14/12

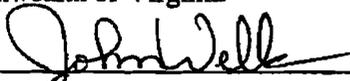
By: 
Name: John Wells
Title: Town Manager

Exhibit A
[Subdivision Plat]

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	17°20'18"	602.96'	182.46'	91.93'	N 48°16'21" W	181.77'

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 77°23'38" E	125.83'	L3	S 68°16'30" E	197.58'	L5	S 48°50'54" W	75.79'
L2	S 19°13'26" W	42.83'	L4	N 71°14'07" W	175.00'	L6	S 69°44'55" E	205.43'

ZONING REQUIREMENTS
JLMA-3 LOUDOUN COUNTY ZONING ORDINANCE
LOT AND BUILDING REQUIREMENTS
 MINIMUM LOT SIZE: 20,000 SQ FT
 MINIMUM LOT WIDTH: 60'
MINIMUM YARDS:
FRONT YARDS:
 ALONG ARTERIAL ROADS: 35'
 ALONG COLLECTOR ROADS: 25'
 ALONG OTHER ROADS: 15'
SIDE YARDS:
 REAR YARDS: 25'
MAXIMUM BUILDING HEIGHT: 40', EXCEPT NO RESTRICTION FOR BUILDINGS USED EXCLUSIVELY FOR AGRICULTURE
MINIMUM OPEN SPACE: 50%
GROSS DENSITY: ONE RESIDENTIAL UNIT/3 ACRES

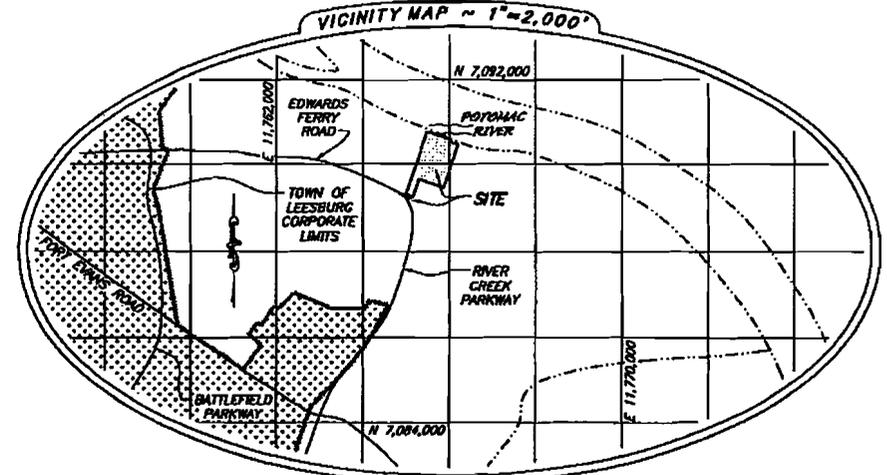
REVISION BLOCK

NO.	DESCRIPTION	DATE

APPROVAL

LAND DEVELOPMENT APPLICATION
 NUMBER SBVY 2011-0077

DIRECTOR:
 DEPARTMENT OF BUILDING AND DEVELOPMENT



SURVEYOR'S CERTIFICATE

I, ERIC R. SCHRYER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE LANDS SHOWN HEREON ARE NOW IN THE NAME OF THE TOWN OF LEESBURG, VIRGINIA; AND A) PIN 110-37-6737 WAS ACQUIRED BY THEM BY DEED RECORDED IN DB 548 PG 55, AND ORDER RECORDED IN DB 560 PG 533. THE LAND WAS FURTHER MODIFIED BY DEED RECORDED IN DB 1269 PG 1824; AND B) PARCEL 2 (PIN 110-27-0432) WAS ACQUIRED BY THEM BY DEED OF SUBDIVISION RECORDED IN DB 1699 PG 287; ALL AMONG THE LANDS RECORDS OF LOUDOUN COUNTY, VIRGINIA.



ERIC R. SCHRYER L.S. #0023166

NOTES

- THE LANDS SHOWN HEREON ARE DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PARCEL PIN 110-37-6737 (AS TO SUBDIVISION AND EASEMENTS), AND PIN 110-27-0432 (AS TO EASEMENTS ONLY - SEE NOTE 13 BELOW). PIN 110-37-6737 IS ZONED JLMA-3, AND PIN 110-27-0432 IS ZONED PD-H3, PER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.
- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY.
- EXISTING PROPERTY LINES SHOWN HEREON ARE PER A PLAT PREPARED BY BOWERS & ASSOCIATES, ENTITLED "BOUNDARY LINE ADJUSTMENT OF THE LAND OF RIVER CREEK LIMITED PARTNERSHIP AND TOWN OF LEESBURG", AND RECORDED IN DB 1269 PG 1824 (PIN 110-37-6737), AND A PLAT PREPARED BY HUNTLEY, NYCE & ASSOCIATES, LTD., ENTITLED "RECORD PLAT PARCELS 1 AND 2 ~ NORTHLAKE AND DEDICATION OF RIGHT-OF-WAY AND VARIOUS EASEMENTS ON THE LANDS OF GUSCAN WASHINGTON INC.", AND RECORDED IN DB 1699 PG 287 (PIN 110-27-0432). THE PROPERTY LINES DEPICTED HEREON DO NOT REPRESENT THE RESULT OF A FIELD RUN BOUNDARY SURVEY BY DEWBERRY, BUT RATHER SAID PROPERTY LINES FROM SAID PLATS WERE PLACED ON FOUND MONUMENTATION, AND ORIENTED TO VIRGINIA STATE GRID NORTH ~ MAG 83, PER A RECENT FIELD RUN GPS SURVEY PERFORMED BY DEWBERRY.
- BOTH NEWLY CREATED PARCELS (LOT 1 AND LOT 2) ARE INELIGIBLE FOR FURTHER NUMBER SUBDIVISION FOR A PERIOD OF ONE YEAR AFTER APPROVAL IN ACCORDANCE WITH §1243.05.1 OF THE LSDO.
- STRUCTURES SUBJECT TO ZONING ORDINANCE MINIMUM YARD REQUIREMENTS WHICH ARE NOT SHOWN ON THE PLAT WILL BE REMOVED, UNLESS SATISFACTORY ALTERNATE ARRANGEMENTS HAVE BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF BUILDING AND DEVELOPMENT FOR LOUDOUN COUNTY, VIRGINIA.
- THIS SUBDIVISION IS SUBJECT TO CONDITIONS CONTAINED WITHIN §1-40(B)(2) OF THE LOUDOUN COUNTY ZONING ORDINANCE CONCERNING THE ESTABLISHMENT OF NONCONFORMING LOTS, AND ALLOWS FOR THE CREATION OF A NON CONFORMING LOT IF "A LOT IS CREATED FOR USE BY LGSA, VDOT, MUNICIPAL UTILITIES, PUBLIC UTILITIES AS DEFINED IN §56-232 OF THE VIRGINIA STATE CODE, OR PUBLIC SERVICE CORPORATIONS AS DEFINED IN §56-1 OF THE VIRGINIA STATE CODE AND MEETS THE REQUIREMENTS OF §5-621."
- PIN 110-37-6737 SHOWN HEREON IS SUBJECT TO CONDITIONS CONTAINED WITHIN §4-1500 (FLOODPLAIN OVERLAY DISTRICT), AND §5-1000 (SCENIC CREEK VALLEY BUFFER), OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.
- THE ACCESS SERVING THESE LOTS IS PRIVATE AND ITS MAINTENANCE, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY OF LOUDOUN COUNTY.
- THE PRIVATE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.
- CONSTRUCTION OF THE INGRESS-EGRESS EASEMENT SHOWN HEREON SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LSDO.
- LOT 1 WILL BE AN UN-MANNED ELECTRICAL SUBSTATION, AND WILL NOT REQUIRE WATER, OR SANITARY SEWER SERVICE.
- PER THE "BLACK-JENKINS AWARD OF 1877", AND AN ACT OF CONGRESS DATED MARCH 3, 1876, "VIRGINIA IS ENTITLED NOT ONLY TO FULL DOMINION OVER THE SOIL TO LOW-WATER MARK ON THE SOUTH SHORE OF THE POTOMAC, BUT HAS A RIGHT TO SUCH USE OF THE RIVER BEYOND THE LINE OF LOW-WATER MARK AS MAY BE NECESSARY TO THE FULL ENJOYMENT OF HER RIPARIAN OWNERSHIP, WITHOUT IMPEDING THE NAVIGATION OR OTHERWISE INTERFERING WITH THE PROPER USE OF IT BY MARYLAND, AGREEABLY TO THE COMPACT OF SEVENTEEN HUNDRED AND EIGHTY-FIVE".
- EXISTING PARCEL 2 ~ NORTHLAKE, IS INCLUDED HEREON ONLY FOR PURPOSES OF CREATING A 50' ACCESS EASEMENT, AND NOT INCLUDED HEREON AS A PART OF THE SUBDIVISION

PLAT SHOWING
 SUBDIVISION WAIVER
 OF THE LANDS OF THE
 TOWN OF LEESBURG, VIRGINIA
 PIN 110-37-6737
 AND
 DEDICATION OF 50' ACCESS EASEMENT
 PARCEL 2 ~ NORTHLAKE
 CATACTON ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA
 SCALE: N/A ~ DATE: AUGUST 15, 2011

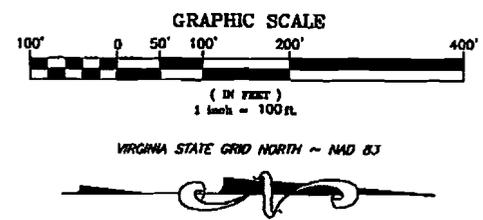
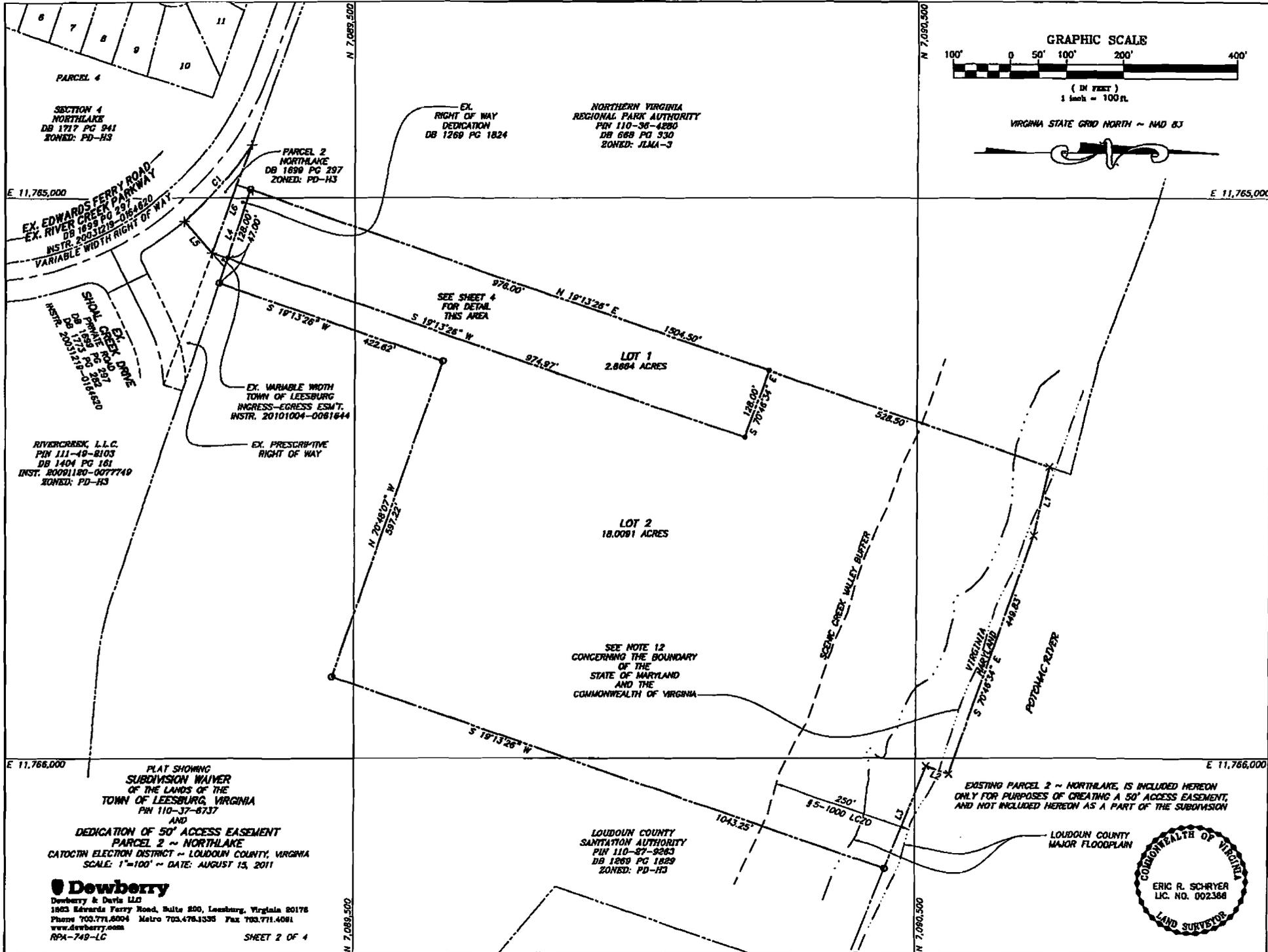
TABLE OF CONTENTS
 SHEET 1: COVER SHEET ~ ORIGINAL SIGNATURE
 SHEETS 2-4: PLAT ~ REPRODUCED SIGNATURE

OWNER
 THE TOWN OF LEESBURG, VIRGINIA
 PO BOX 88
 LEESBURG, VA 20178

AREA TABULATION

LOT 1	2.8864 ACRES
LOT 2	18.0091 ACRES
TOTAL SITE AREA	20.8755 ACRES

Dewberry
 Dewberry & Davis LLC
 1600 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20178
 Phone 703.771.8004 Metro 703.478.1336 Fax 703.771.4091
 www.dewberry.com
 RPA-749-LC SHEET 1 OF 4



Printed Sep 28, 2011 at 12:55pm
 C:\Users\jch\Documents\Subdivision\97A-748-LC\97A-748.dwg

PLAT SHOWING
 SUBDIVISION WAIVER
 OF THE LANDS OF THE
 TOWN OF LEESBURG, VIRGINIA
 PIN 110-37-8737
 AND
 DEDICATION OF 50' ACCESS EASEMENT
 PARCEL 2 ~ NORTHLAKE
 CATOCTIN ELECTRON DISTRICT ~ LOUDOUN COUNTY, VIRGINIA
 SCALE: 1"=100' ~ DATE: AUGUST 13, 2011

Dewberry
 Dewberry & Davis LLC
 1803 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20176
 Phone 703.771.6004 Metro 703.478.1338 Fax 703.771.4081
 www.dewberry.com
 RPX-748-LC SHEET 2 OF 4

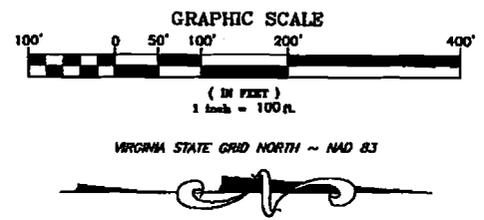
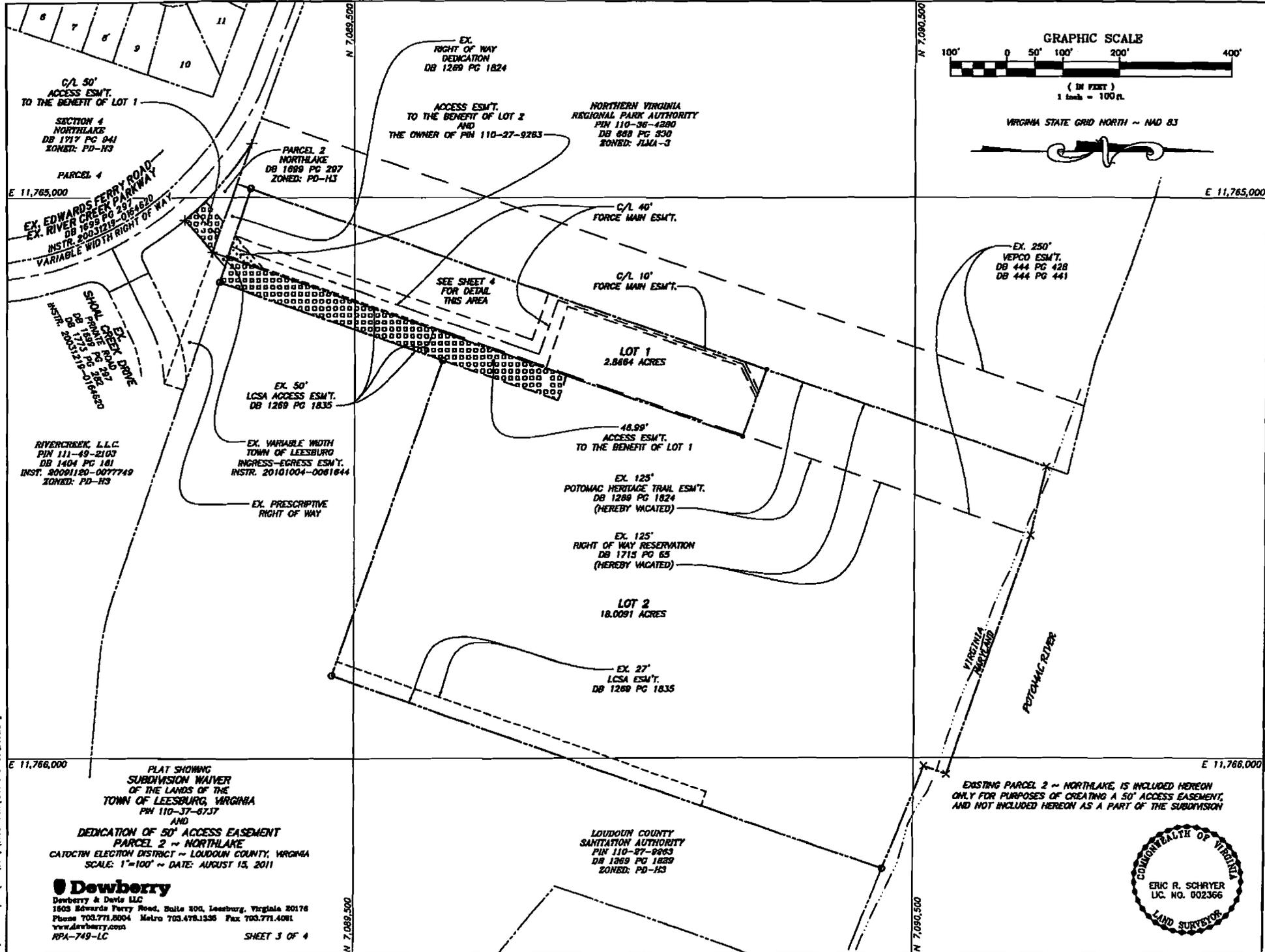
LOUDOUN COUNTY
 SANITATION AUTHORITY
 PIN 110-87-8283
 DB 1269 PG 1829
 ZONED: PD-H3

LOUDOUN COUNTY MAJOR FLOODPLAIN



SEE NOTE 12
 CONCERNING THE BOUNDARY
 OF THE
 STATE OF MARYLAND
 AND THE
 COMMONWEALTH OF VIRGINIA

EXISTING PARCEL 2 ~ NORTHLAKE, IS INCLUDED HEREON
 ONLY FOR PURPOSES OF CREATING A 50' ACCESS EASEMENT,
 AND NOT INCLUDED HEREON AS A PART OF THE SUBDIVISION



Revised: Sep 26, 2011 at 12:35pm
 C:\Users\ericr\OneDrive\Documents\Projects\RPA-749-LC\Draw.dwg

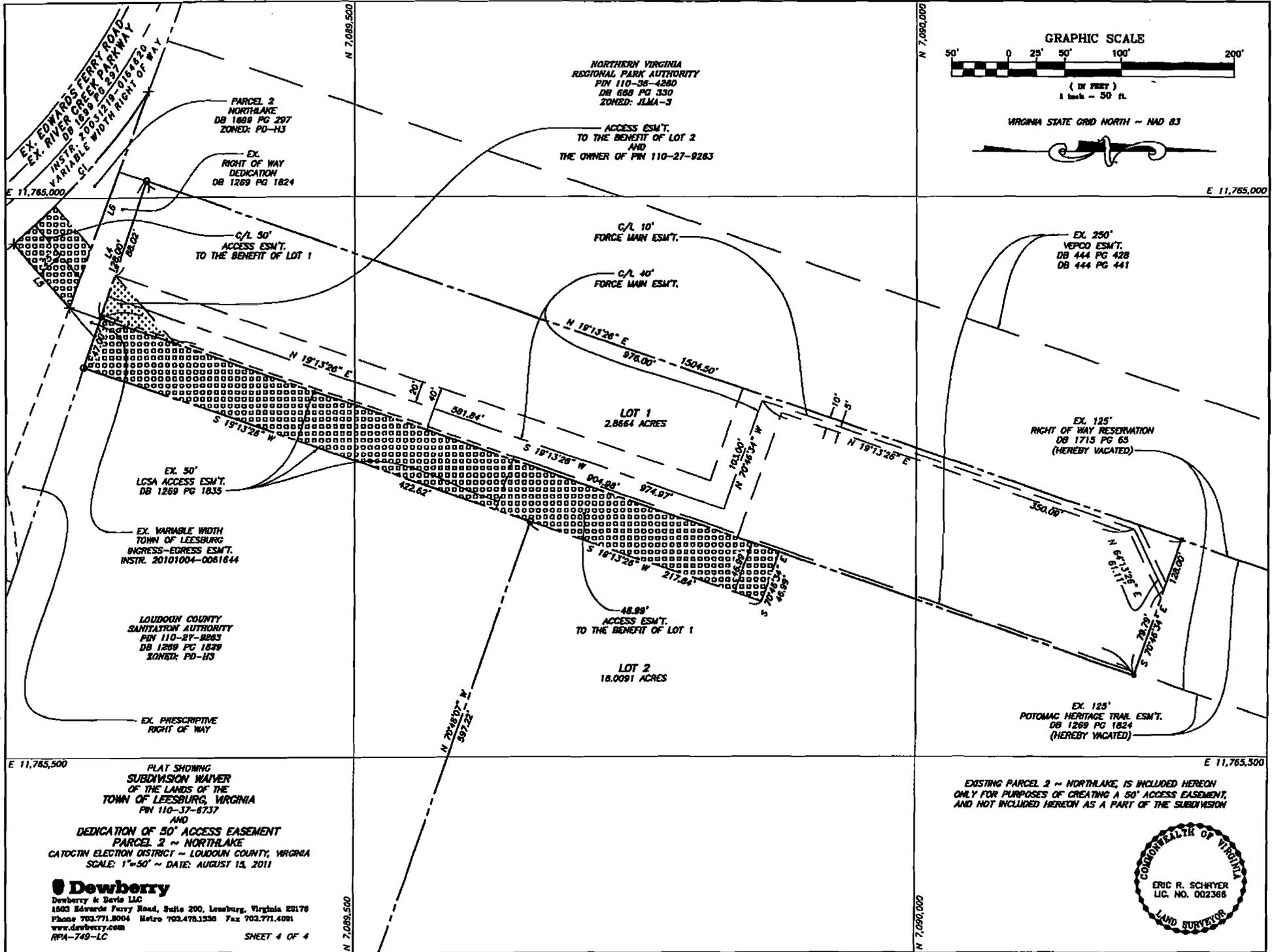
FLAT SHOWING
 SUBDIVISION WAIVER
 OF THE LANDS OF THE
 TOWN OF LEESBURG, VIRGINIA
 PIN 110-37-6737
 AND
 DEDICATION OF 50' ACCESS EASEMENT
 PARCEL 2 ~ NORTHLAKE
 CATOCTIN ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA
 SCALE: 1"=100' ~ DATE: AUGUST 15, 2011

Dowberry
 Dowberry & Davis LLC
 1603 Edwards Ferry Road, Suite 300, Leesburg, Virginia 20176
 Phone 703.771.0004 Metro 703.478.1336 Fax 703.771.4081
 www.dowberry.com
 RPA-749-LC SHEET 3 OF 4

LOUDOUN COUNTY
 SANITATION AUTHORITY
 PIN 110-87-9963
 DB 1869 PG 1829
 ZONED: PD-HS

EXISTING PARCEL 2 ~ NORTHLAKE, IS INCLUDED HEREON
 ONLY FOR PURPOSES OF CREATING A 50' ACCESS EASEMENT,
 AND NOT INCLUDED HEREON AS A PART OF THE SUBDIVISION





Plat No. 2011-12-02-000
 © 2011 Dewberry & Davis LLC

PLAT SHOWING
 SUBDIVISION WAIVER
 OF THE LANDS OF THE
 TOWN OF LEESBURG, VIRGINIA
 PIN 110-17-6737
 AND
 DEDICATION OF 50' ACCESS EASEMENT
 PARCEL 2 ~ NORTHLAKE
 CATOCTIN ELECTRON DISTRICT ~ LOUDOUN COUNTY, VIRGINIA
 SCALE: 1"=50' ~ DATE: AUGUST 15, 2011

Dewberry
 Dewberry & Davis LLC
 1603 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20178
 Phone 703.771.8004 Metro 703.478.1336 Fax 703.771.4001
 www.dewberry.com
 RPA-749-LC SHEET 4 OF 4

EXISTING PARCEL 2 ~ NORTHLAKE, IS INCLUDED HEREON
 ONLY FOR PURPOSES OF CREATING A 50' ACCESS EASEMENT,
 AND NOT INCLUDED HEREON AS A PART OF THE SUBDIVISION



Exhibit B

[Distribution R/W Agreement]



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this day of , , by and between

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend () feet in width across the lands of GRANTOR; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend () feet in width across the lands of GRANTOR.

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, .

(Page 1 of Pages)
DVPIDNo(s).
Tax Map No.

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 3 of Pages)

DVPIDNo(s).

Form No. 728493A3 (Feb 2008)
© Dominion Resources Services, Inc.

Amendment to Right-of-Way Agreement

Exhibit "A"

This Right-of-Way Agreement dated _____, 200____, by and between the _____, a political subdivision of the Commonwealth of Virginia ("**GRANTOR**"), and Virginia Electric and Power Company, a Virginia public service corporation doing business in Virginia as Dominion Virginia Power ("**GRANTEE**") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless **GRANTOR** agrees to renew this Right of Way Agreement for an additional term of years.

GRANTOR:

a political subdivision of the
Commonwealth of Virginia

By: _____

Its: _____

Initials: _____

DVPID Nos.:

Exhibit C

[Special Exception and Commission Permit Plat]

Exhibit D

[Dewberry Proposal for Treated Effluent Force Main Relocation dated July 15, 2010]

July 15, 2010

Mr. David L. Emigh
Project Manager – Electric Delivery
Dominion Virginia Power
2400 Grayland Avenue
Richmond, Virginia 23220

**RE: Leesburg WPCF Effluent Pipeline Relocation -
Description of Consulting Services and Construction Scope**

Dear Mr. Emigh:

The following memorandum is intended to provide a description of the anticipated engineering consulting services and the projected construction activity required for the relocation of the existing 24-inch effluent pipeline around the proposed Dominion Virginia Power (Owner) Edwards Ferry Substation. Per direction from the Town of Leesburg (Town), the new relocated portion of the effluent pipeline shall consist of a 36-inch diameter pipe to allow for future flows. Please note that Dewberry and Davis, Inc. (Dewberry) has not performed a hydraulic analysis to determine the adequacy of this pipe diameter for future flows, and the selected pipe diameter is solely based on direction received from the Town.

1. Engineering Consulting Services

Dewberry will provide preliminary engineering and final design services including submitting design documents for permitting (Virginia DEQ and the Town of Leesburg approval and Loudoun County E&S permit). In addition, Dewberry will prepare final bid documents, advertise the project, solicit bids, and recommend the most qualified bidder for award.

Dewberry will act as the Owner's representative during construction by performing the following activities.

- Address Requests for Information by the Contractor.
- Review shop drawings.
- Perform regular site visits (2x per month) including monthly progress meetings.
- Prepare record drawings from as-built drawings provided by the Contractor.

2. Anticipated Construction Scope

Per the Town's direction, a new 36-inch pipeline (approximately 680 LF) will be constructed to route the existing 24-inch effluent line around the proposed Edwards Ferry Substation. To match the existing pipe material, the new pipeline will be constructed with AWWA C905 DR 21 PVC pipe. The new piping will be connected to the existing 24-inch main (downstream

Dewberry & Davis, Inc.

Mr. David L. Enigh
July 15, 2010
Page 2 of 2

of an existing air release valve vault) utilizing a 36"x24" reducer and the new piping will be offset from the existing pipe alignment around the substation and will be tied back into the existing 24-inch main (upstream of an existing meter vault) with a second 36"x24" reducer. All pipe joints shall be restrained within the required lengths from each fitting to prevent pipe joint separation.

Since the existing 24-inch pipeline is active, every effort will be made to minimize disruption of service. This could be accomplished by specifying that the contractor install and test the new 36-inch pipeline prior to making the connections on both ends. Upon completion of the new pipeline, the connections to the existing 24-inch piping will be performed during an off-peak flow period. The final sequence of construction will be closely coordinated with the Town to ensure minimum inconvenience to the operating staff.

Should you have any questions or need any additional information, please feel free to contact me at (804) 205-3342.

Sincerely,

Dewberry & Davis, Inc.

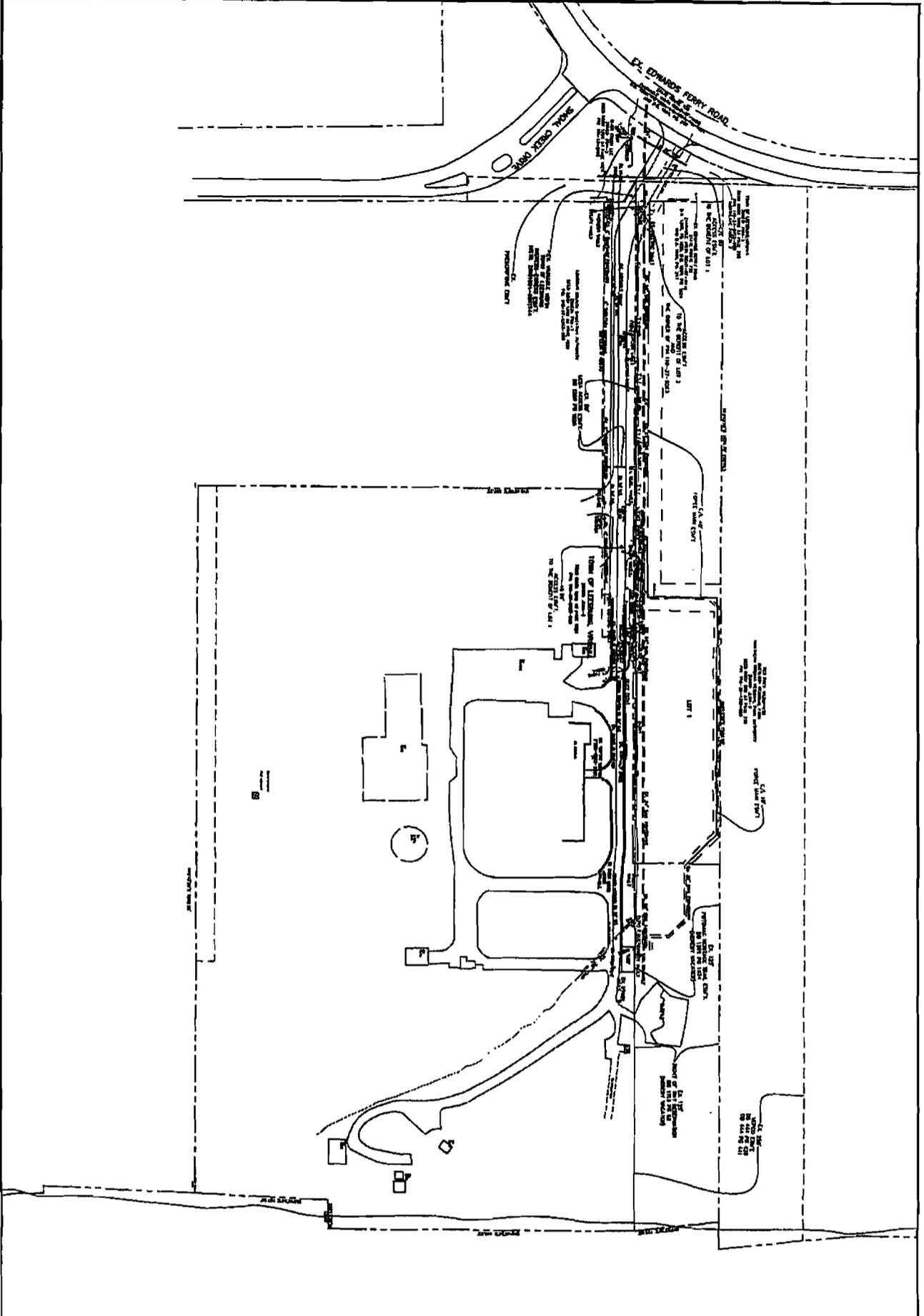

Dan Villhauer, P.E., LEED AP
Project Manager

Cc: David Boeing, P.E., Senior Associate – Dewberry and Davis, Inc.
Kyle LaClair, P.E., Associate – Dewberry and Davis, Inc.

Q:\PROPOSALS\Dominion\Edwards Ferry Proposal\20100714 - Enigh - WPCF Effluent Pipeline Relocation.docx

 Dewberry

Exhibit E
Existing Utility Exhibit



Project No.	1001
Revision	1
Date	1-1-03
Drawn By	
Checked By	
Approved By	
Scale	AS SHOWN
Sheet No.	1
Total Sheets	1

EDWARDS FERRY ROAD SUBSTATION
 Loudoun County, Virginia

EXISTING UTILITY EXHIBIT

Dewberry
 Dewberry & Davis LLP
 10000 FARMERS ROAD, SUITE 200
 FARMERSVILLE, VIRGINIA 22615
 PHONE: 703.241.1000 FAX: 703.241.1001

Exhibit F

The Company maintains an existing utility pole at the intersection of East Market Street and Loudoun Street in front of Mom's Apple Pie Bakery. The existing pole is located in East Market Street eastbound lane pavement adjacent to a grass island area. The pole has a guy "push pole" which is anchored in the island.

The Company will relocate its existing power lines in order to allow removal of the existing utility pole as depicted in the Power Point Presentation attached hereto. This will be accomplished by rerouting the Company's wires along Loudoun Street and Harrison Street, as follows:

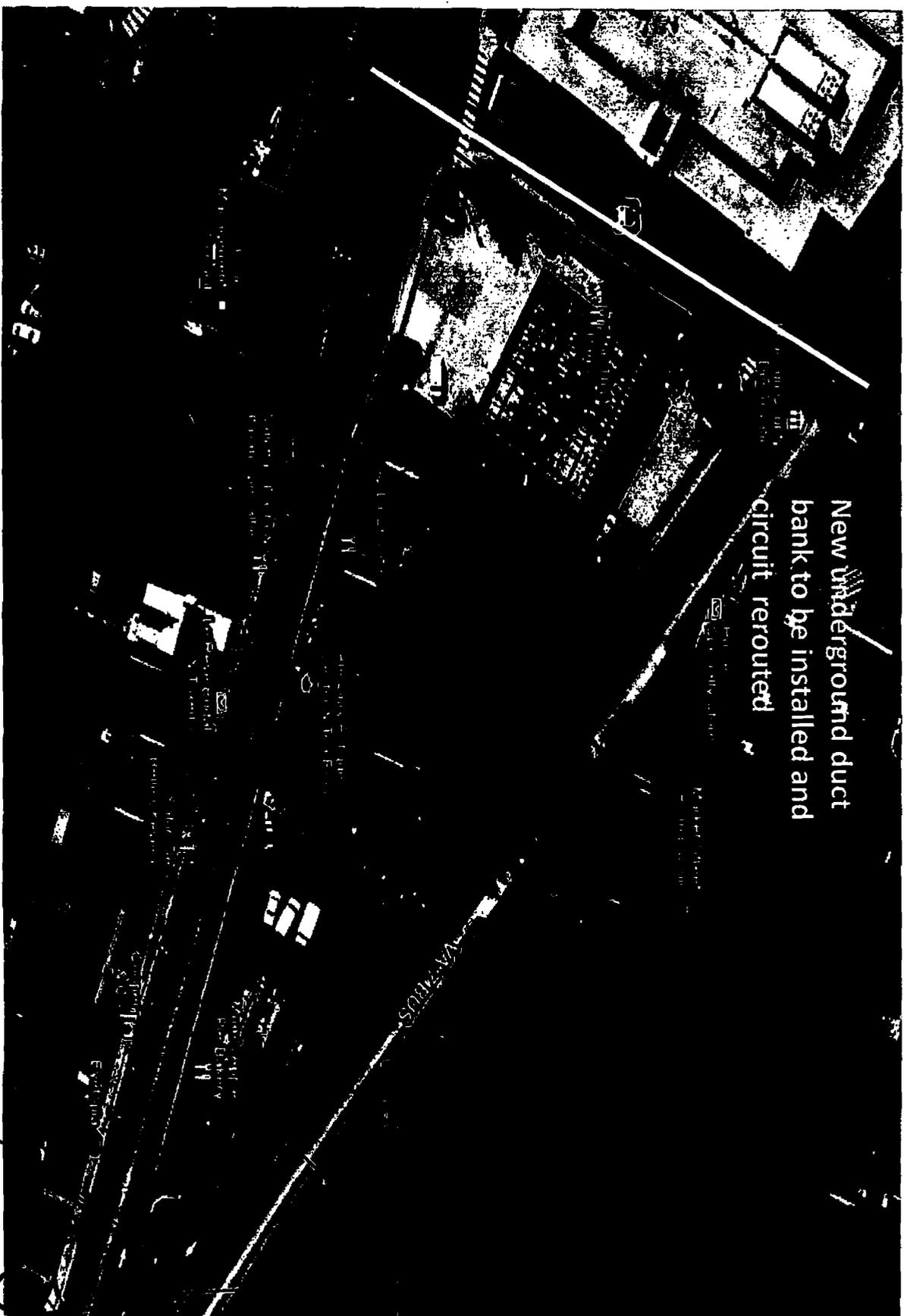
- Company will place the wiring overhead on existing utility poles along the south side of Loudoun Street between East Market Street and Harrison Street; and
- Company will construct a new underground duct bank under Harrison Street between Loudoun Street and East Market Street. The wiring circuit will be routed through that duct bank.
- On East Market Street, Company will utilize as many of the existing utility poles for the circuit as possible, however Company may need to install one additional pole for its protective equipment the location of which will be mutually agreed upon by the Town and Company.

After the wiring circuit is rerouted, and other utility companies (Verizon and Comcast) have relocated their facilities, the Company will remove the existing utility pole and guy pole from the East Market Street / Loudoun Street intersection.

The powerpoint presentation attached hereto entitled, "Proposed Duct Bank Installation to Allow for the Pole Removal at 'Mom's Apple Pie Bakery'" is incorporated into this Exhibit.

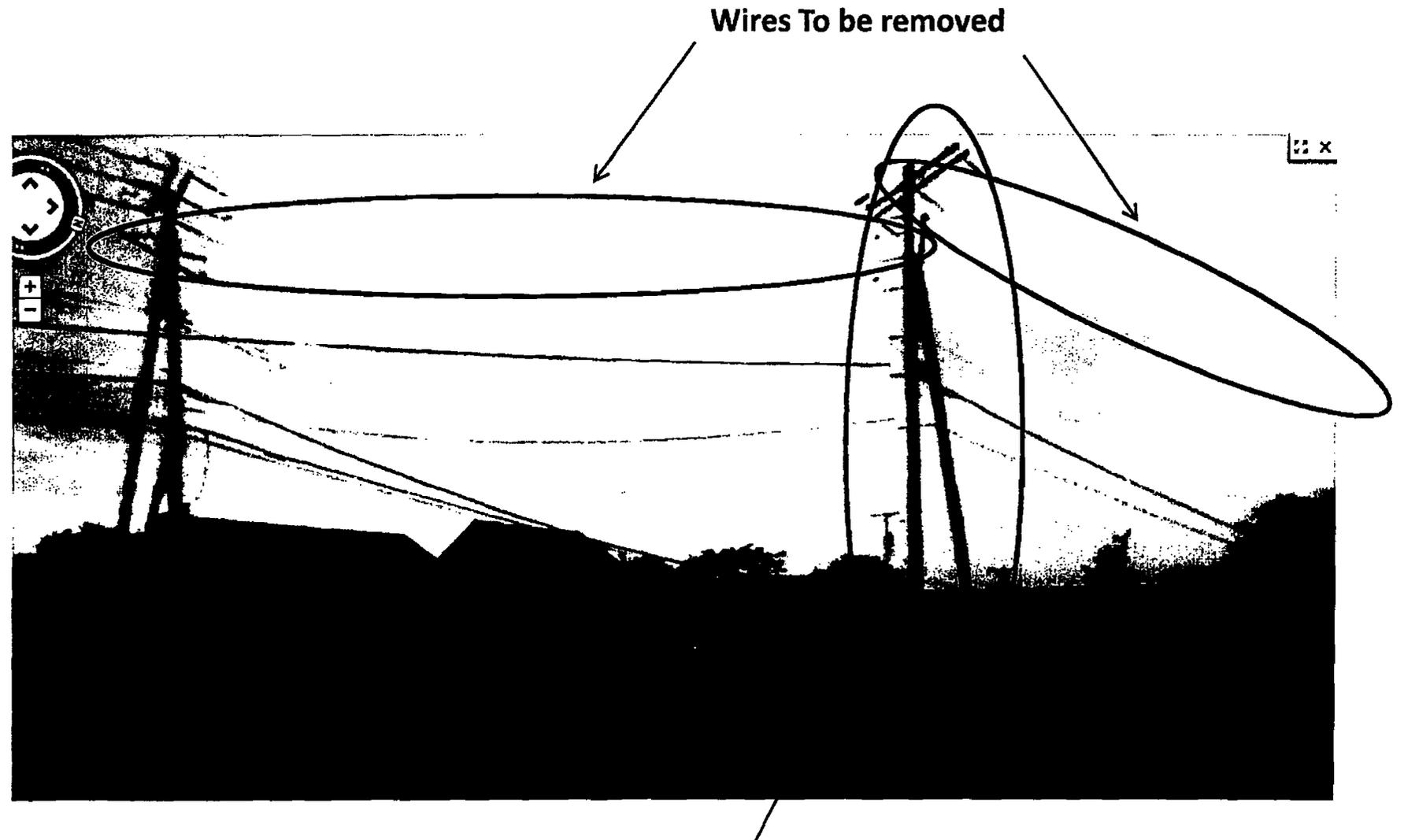
The parties understand and agree that the Company will provide the aforementioned utility relocation work prior to the expected date of approval for its substation project by Loudoun County. In the event, the Company does not obtain approval from the County for its substation project, the Town will reimburse the Company for the costs incurred by the Company for this utility relocation work. The Company shall make a written demand for its costs to the Town which shall included an itemized list of all costs for which it seeks reimbursement. The Town shall have sixty (60) days to review and reimburse the Company.

Proposed Duct Bank Installation to Allow for the Pole Removal at "Mom's Apple Pie Bakery"



Pole to be removed

Proposed Duct Bank Installation to Allow for the Pole Removal at "Mom's Apple Pie Bakery"



Pole to be removed

Proposed Duct Bank Installation to Allow for the Pole Removal at "Mom's Apple Pie Bakery"



Proposed Duct Bank Installation to Allow for the Pole Removal at "Mom's Apple Pie Bakery"

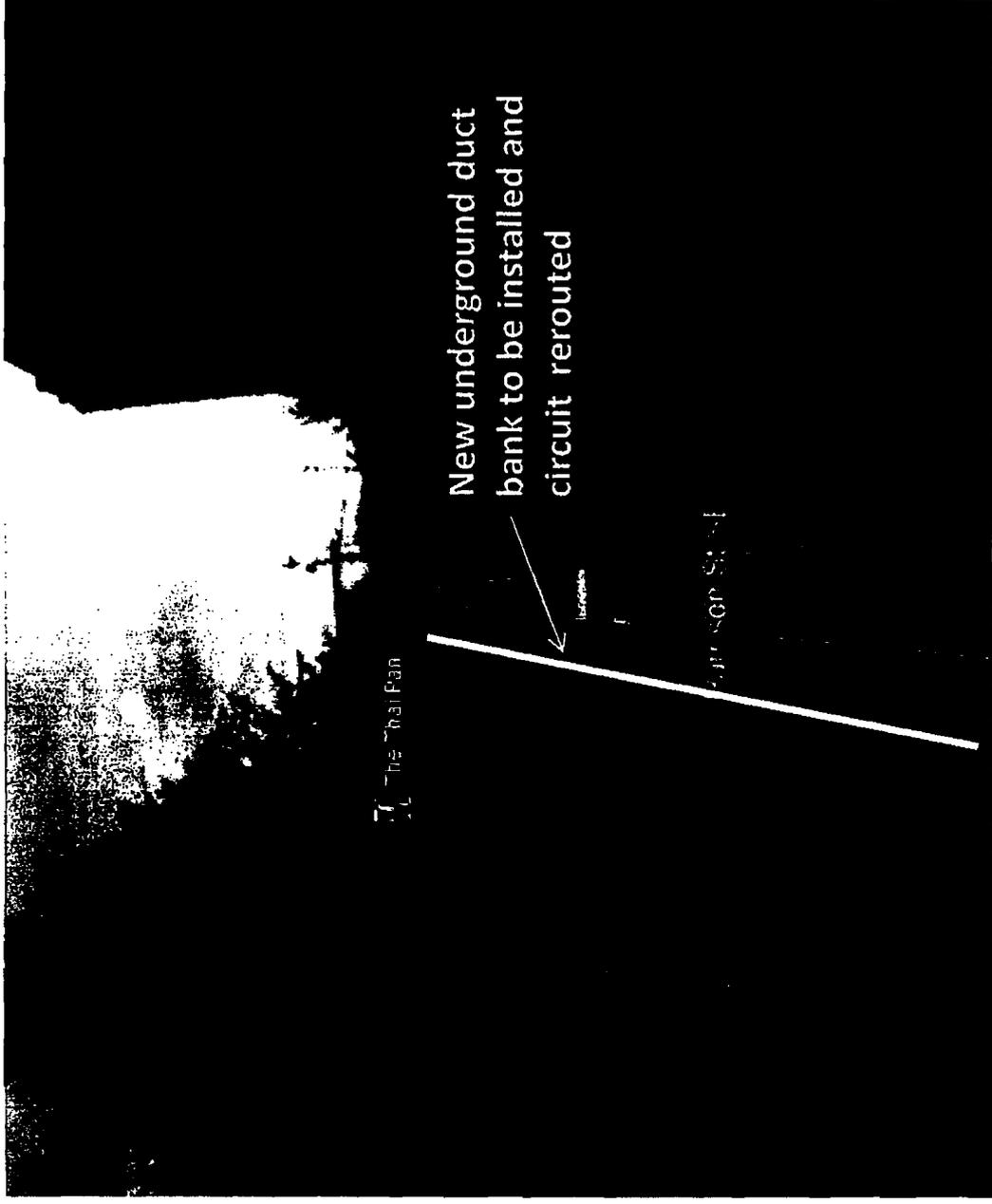


Exhibit G

Project Schedule for Relocation of Electric Lines and Pole

All work described in Exhibit F shall be completed no later than June 30, 2012. Town and Company recognize that time is of the essence for this Project Schedule as the relocation of the Company's pole and wires is a important part of the Town's Downtown Improvement Capital Improvement Project.

Exhibit H

The Town's Kenneth B. Rollins Water Treatment Plant ("the Plant") is currently connected to Dominion's Pleasant View Circuit #397. The transformers feeding the Plant are approximately 4.2 circuit miles from the present source substation. Along the length of the existing circuitry, there are existing switches which are normally closed. One of these switches is located on Shoal Creek Dr. about one-half mile from the Plant (switch designation "BD51").

The proposed new Edwards Ferry Circuit #330 will connect to the existing wires that feed the Plant's transformers and it will also connect to other customers in the area through the existing conductors. Switch "BD51" will be made normally open. On one side of this normally open switch will be Edwards Ferry Circuit #330, and on the other side of this normally open switch will be Pleasant View Circuit #397.

In the event of an outage of the Edwards Ferry Circuit #330, Dominion personnel will open circuit breaker #330 in Edwards Ferry Substation and then close the tie switch in switch "BD51." In so doing, the Plant will be re-fed from Pleasant View Circuit #397 for the duration of the outage. Once the outage situation is repaired, Dominion personnel will return the Plant to the normal feed out of Edwards Ferry Substation.

**EXEMPT FROM RECORDATION TAXES PURSUANT TO VIRGINIA CODE SECTIONS
58.1-811(A)(3) AND 58.1-811(C)(4)
EXEMPT FROM FEE (SECTION 17.1-275(A)(2))**

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF VACATION

DATE OF INSTRUMENT: _____, 2012

NAMES OF GRANTORS: 1) BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA

NAMES OF GRANTEES: 1) TOWN OF LEESBURG

COUNTY WHERE PROPERTY
LOCATED: LOUDOUN

ELECTION DISTRICT WHERE
PROPERTY LOCATED: CATOCTIN

BRIEF DESCRIPTION
OF PROPERTY: 20.8755 ACRES, MORE OR LESS, AS SHOWN ON A
PLAT ENTITLED "BOUNDARY LINE ADJUSTMENT
OF THE LAND OF RIVER CREEK LIMITED
PARTNERSHIP AND TOWN OF LEESBURG"
RECORDED NOVEMBER 22, 1993.

DEED BOOK AND PAGE NUMBER
WHERE PROPERTY ACQUIRED: DEED BOOK 1269, PAGE 1824

PLAT ATTACHED: PLAT NO. RPB-1047-LC PREPARED BY DEWBERRY
DATED MAY 17, 2012

TAX MAP IDENTIFICATION NOS.: TAX MAP 49, PARCELS 8B
PIN NO.: 110-37-6737

COUNTY FILE NO.: ESMT 2012-0038

THIS INSTRUMENT PREPARED BY: DAVID R. GILL, ESQUIRE
McGUIREWOODS, LLP

RETURN TO: DAVID R. GILL, ESQUIRE
McGUIREWOODS, LLP
1750 TYSONS BOULEVARD, SUITE 1800

THIS DEED OF VACATION (the "**Deed**") is made this ___ day of _____, 2012, by and between the TOWN OF LEESBURG, VIRGINIA, a municipal Corporation (hereinafter referred to as "**Owner**"); and the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body corporate and politic (hereinafter referred to as "**County**").

W I T N E S S E T H :

WHEREAS, the Owner is the owner and proprietor of certain real property (the "**Property**") as shown on plat number RPB-1047-LC, dated May 17, 2012, and revised through July 27, 2012, entitled "PLAT SHOWING VACATION OF A 125' RIGHT OF WAY RESERVATION DB 1715 PG 65 ON THE LANDS OF TOWN OF LEESBURG, VIRGINIA," and prepared by Dewberry of Leesburg, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto; and

WHEREAS, the Property is situate in Loudoun County, Virginia, Owner having acquired the Property by Decree dated April 25, 1972, and recorded in Deed Book 548 at Page 55, as confirmed by Order Confirming Commissioner's Report dated October 25, 1972, and recorded in Deed Book 560 at Page 535, and by Deed of Dedication, Boundary Line Adjustment, and Easement dated November 17, 1993, recorded in Deed Book 1269, at Page 1824, among the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of the County and the Owner to vacate that certain area of the Property reserved for public street purposes; and

WHEREAS, the Property is not subject to the lien of any deed of trust.

VACATION OF RESERVATION

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the County, with the consent of the Town, does hereby QUITCLAIM, VACATE AND RELEASE WITHOUT WARRANTY unto the Town that certain public street reservation previously shown as "Western Bypass Reservation" and reserved for public street purposes previously created by instrument recorded among the land records of Loudoun County, Virginia in Deed Book 1715, at Page 65, as more particularly shown and

depicted on the Plat as "EX. 125' RIGHT OF WAY RESERVATION DB 1715 PG 65 HEREBY VACATED".

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 Loudoun County, Virginia, as shown by the signatures affixed to this 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.

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

FURTHER WITNESS the following signatures and seals.

[SIGNATURE PAGES TO FOLLOW]

APPROVED AS TO LEGAL FORM:

BOARD OF SUPERVISORS OF LOUDOUN COUNTY,
VIRGINIA

Assistant County 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 the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, 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 _____, 2012.

My commission expires:

Notary Public

THIS INSTRUMENT IS HEREBY ACCEPTED ON
BEHALF OF THE TOWN OF LEESBURG, VIRGINIA

By: _____ (SEAL)
Kristen Umstattd, Mayor

APPROVED AS TO FORM:

Jeanette A. Irby, Esquire
Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kristen Umstattd, as Mayor of the TOWN OF LEESBURG, 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 _____, 2012.

My commission expires:

Notary Public

**EXEMPT FROM GRANTOR RECORDATION TAXES (VIRGINIA CODE § 58.1-802) PURSUANT TO
EXEMPTION PROVIDED BY VIRGINIA CODE § 58.1-811(C)(4)**

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF SUBDIVISION, CONVEYANCE,
EASEMENTS, AND VACATION

DATE OF INSTRUMENT: _____, _____.

NAMES OF GRANTORS: 1) TOWN OF LEESBURG, VIRGINIA
2) VIRGINIA ELECTRIC AND POWER COMPANY
d/b/a DOMINION VIRGINIA POWER
3) BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA (AS TO VACATION)

NAMES OF GRANTEES: 1) BOARD OF SUPERVISORS OF LOUDOUN
COUNTY, VIRGINIA
2) LOUDOUN COUNTY SANITATION AUTHORITY
3) TOWN OF LEESBURG, VIRGINIA
4) VIRGINIA ELECTRIC AND POWER COMPANY
d/b/a DOMINION VIRGINIA POWER

COUNTY WHERE PROPERTY
LOCATED: LOUDOUN

ELECTION DISTRICT WHERE
PROPERTY LOCATED: CATOCTIN

BRIEF DESCRIPTION
OF PROPERTY: TWO (2) PARCELS, 20.8755 ACRES AND 0.1337
ACRE

DEED BOOK AND PAGE NUMBER
WHERE PROPERTY ACQUIRED: DEED BOOK 1269, PAGE 1824
DEED BOOK 1699, PAGE 297

PLAT ATTACHED: PLAT NO. RPA-749-LC PREPARED BY DEWBERRY
DATED AUGUST 15, 2011, REVISED THROUGH
MAY 1, 2012

TAX MAP IDENTIFICATION NOS.: PIN: 110-37-6737 (TAX MAP 49////////8B)
PIN: 110-27-0452 (TAX MAP 49/32////2)

COUNTY FILE NO.:

THIS INSTRUMENT PREPARED BY: DAVID R. GILL, ESQUIRE
RETURN TO: DAVID R. GILL, ESQUIRE
McGUIREWOODS, LLP

1750 TYSONS BOULEVARD, SUITE 1800
TYSONS CORNER, VA 22102

THIS DEED OF SUBDIVISION, CONVEYANCE, EASEMENT, AND VACATION (the "Deed") is made this ___ day of _____, 2012, by and between **THE TOWN OF LEESBURG** (hereinafter referred to as "Owner" or "Town"); **VIRGINIA ELECTRIC AND POWER COMPANY, d/b/a DOMINION VIRGINIA POWER** ("Dominion"); the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "County"); and the **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic (hereinafter referred to as "Authority").

W I T N E S S E T H :

WHEREAS, the Owner is the owner and proprietor of certain real property (the "**Property**") as shown on plat number RPA-749-LC, dated August 15, 2011, revised through October 15, 2012, entitled "PLAT SHOWING SUBDIVISION WAIVER EDWARDS FERRY ROAD SUBSTATION SUBDIVISION BEING A SUBDIVISION OF THE LANDS OF THE TOWN OF LEESBURG, VIRGINIA PIN 110-37-6737 AND DEDICATION OF 50' ACCESS EASEMENT PARCEL 2 - NORTHLAKE," and prepared by Dewberry of Leesburg, Virginia, certified land surveyors (the "**Plat**") which Plat is attached hereto; and

WHEREAS, the Property is comprised of two (2) parcels situate in Loudoun County, Virginia, Owner having acquired the parcel identified as PIN 110-37-6737, totaling 20.8755 acres, by Decree dated April 25, 1972, and recorded in Deed Book 548 at Page 55, as confirmed by Order Confirming Commissioner's Report dated October 25, 1972, and recorded in Deed Book 560 at Page 535, and by Deed of Dedication, Boundary Line Adjustment, and Easement dated November 17, 1993, recorded in Deed Book 1269, at Page 1824, among the land records of Loudoun County, Virginia, and having acquired the second parcel identified as PIN 110-27-0452, totaling 0.1337 acre, by Deed of Subdivision, Dedication, Easement, Conveyance, and Vacation dated July 21, 1999, and recorded in Deed Book 1699 at Page 297, among the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of Owner to subdivide the parcel identified as PIN 110-37-6737 into two (2) parcels (Lot 1 and Lot 2) in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of the Owner to convey a portion of the Property (Lot 1) to Dominion; and

WHEREAS, it is the desire and intent of Owner and Dominion to hereby create and establish access easements for ingress and egress over and across the Property, said easements being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Owner and Dominion to grant and convey unto the County emergency vehicle access easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Dominion to grant and convey unto the Town force main easements over and across Lot 1, said easements being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Dominion to grant and convey unto the Town a town facility easement over and across Lot 1, said easement being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of Dominion to grant and convey unto the Town a sign and landscape maintenance easement over and across Lot 1, said easement being more particularly bounded and described on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of County to hereby vacate a portion of an existing trail easement in the location as shown on the Plat and as hereinafter provided; and

WHEREAS, the Property is not subject to the lien of any deed of trust.

SUBDIVISION

NOW THEREFORE, 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 subdivide the parcel identified as PIN 110-37-6737 containing 20.8755 acres, into two parcels, to be known as Lots 1 and 2 in accordance with the Plat which is expressly incorporated herein and made a part of this Deed. Lot 1 is a non-conforming parcel and is being created in conformance with RZO §1-404(B)(2) for public utility use.

CONVEYANCE TO DOMINION

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 QUITCLAIM unto Dominion, its successors and assigns, Lot 1, to have and to hold in fee simple subject only to the reservation(s) contained in this Deed and the easements, conditions, and restrictions of record insofar as they may lawfully affect Lot 1.

COUNTY 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 and Dominion does hereby grant and convey unto the County, its successors and assigns, the easement as hereafter set forth as follows:

A. **Emergency Ingress and Egress Easement.** An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets, common driveways, public and private access easements, ingress and egress easements, over and across the Property as shown on the Plat. Notwithstanding the foregoing, in the event any of such private streets, common driveways, public or private access easements, and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements, shall automatically be adjusted so that no portion of the Property which ceases to be a private street, common driveway, public or private access easement or ingress and egress easement shall be subject to these easements. 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 buildings, structures or other above-ground facilities.

TOWN OF LEESBURG 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, Dominion does hereby grant and convey unto the Town, its successors and assigns, the easements as hereafter set forth in the respective locations on Lot 1 as shown on the Plat, as follows:

A. **Force Main Easements.** Easement for the purpose of installing, constructing, operating, maintaining, adding to or altering a present or future force main (hereinafter referred to as "force main"), including manholes, and other appurtenant facilities for the transmission of treated effluent through and across Lot 1, said variable width easement being more particularly shown and depicted on the Plat as "C/L 40' FORCE MAIN ESM'T TO THE BENEFIT OF THE TOWN OF LEESBURG", "C/L 15' FORCE MAIN ESM'T TO THE BENEFIT OF THE TOWN OF LEESBURG", and "C/L 10' FORCE MAIN ESM'T TO THE BENEFIT OF THE TOWN OF LEESBURG".

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

1. The force main and appurtenant facilities which are installed in the easement shall be and remain the property of the Town, its successors and assigns.
2. The Town and its agents shall have full and free use of said easement 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 to access to and from the easement 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 removed trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of said

force main, 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 construction, operation, and maintenance of said force main and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeded or resodding of lawns or pasture areas within and outside the easement, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easement.

4. Dominion 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 by the Town for the purposes named; provided, however, Dominion shall comply with all applicable Town and Loudoun County ordinances and regulations and must have the written approval of the Town prior to erecting any building, roadway, other structure, or fence on the easement.

B. **Town Facility Easements.** Easements for the purpose of relocating, installing, constructing, operating, maintaining, adding to or altering all existing electrical, telecommunication, fiber optic, and cable television facilities, including underground wires, conduits, and cables, ground connections, meters, manholes, handholes, transformers, transformer enclosures, concrete pads, connection boxes, and other appurtenances, for the purpose of maintaining said facility easements through and across Lot 1, said easements being more particularly shown and depicted on the Plat as “**TOWN FACILITY ESM’T.**” and “**15’ X 20’ TOWN FACILITY ESM’T.**”

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

1. The electrical, telecommunication, cable televisions and appurtenant facilities which are installed in the easements shall be and remain the property of the Town, its successors and assigns.

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 to 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 removed 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 installation, construction, operation, and maintenance of said 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 construction, operation, and maintenance of said town facility easement 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 within and outside the easements, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. Dominion reserves the right to make use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, Dominion shall comply with all applicable Town and Loudoun County ordinances and regulations and must have the written approval of the Town prior to erecting any building, roadway, other structure, or fence on the easements.

C. **Sign and Landscape Maintenance Easement.** Easement for the purpose of maintaining a security gate and fence, sign, light and other landscaping on Lot 1, said easement being more particularly shown and depicted on the Plat as “**30’ SIGN AND LANDSCAPE MAINTENANCE ESM’T.**”

The above-described sign and landscape maintenance easement is subject to the following conditions:

1. The sign and appurtenant facilities which are installed in the easement shall be and remain the property of the Town, its successors and assigns.

2. The Town and its agents shall have full and free use of said easement 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 to access to and from the easement 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 removed trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of said sign 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 construction, operation, and maintenance of said sign and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseedling or resodding of lawns or pasture areas within and outside the easement, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easement.

4. Dominion 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 by the Town for the purposes named; provided, however, Dominion shall comply with all applicable Town and Loudoun County ordinances and regulations and must have the written approval of the Town prior to erecting any building, roadway, other structure, or fence on the easement.

INDIVIDUAL LOT 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, the Town and Dominion do hereby create and establish easements for ingress and egress over and across the Property for the use and benefit of the lots served thereby and as more particularly shown and depicted on the Plat as:

- **“C/L 50’ ACCESS ESM’T. TO THE BENEFIT OF LOTS 1 AND LOT 2 AND THE OWNER OF PIN 110-27-9263”;**
- **“ACCESS ESM’T TO THE BENEFIT OF LOT 2 AND THE OWNER OF PIN 110-27-9263”;** and
- **“46.99’ ACCESS ESM’T TO THE BENEFIT OF LOT 1”.**

The Town, its successors and assigns, shall be responsible for the construction, repair and maintenance, including snow removal, of the roadway within the easements. The construction, repair and maintenance of the roadway and the easement shall not be the responsibility of the County or the Commonwealth. Dominion, its successors and assigns, shall be responsible for the repair of any damage to the roadway caused by Dominion during construction or any future maintenance of the substation to be developed on Lot 1.

PARTIAL VACATION OF POTOMAC HERITAGE TRAIL 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, the County, with consent of the Town, does hereby QUITCLAIM, VACATE AND RELEASE WITHOUT WARRANTY unto Dominion that portion of that certain trail easement previously created by instrument recorded among the land records of Loudoun County, Virginia, in Deed Book 1269, at Page 1824, on Lot 1, as more particularly shown and depicted on the Plat as "**EX. 125' POTOMAC HERITAGE TRAIL ESM'T DB 1269 PG 1824 (PORTION HEREBY VACATED).**"

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 Loudoun County, Virginia, and the Town of Leesburg, Virginia, as shown by the signatures affixed to this Deed, and is with the free consent and in accordance with the desire of the parties hereto, the owners and proprietors of the land depicted on the Plat, as aforesaid.

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

FURTHER WITNESS the following signatures and seals.

[SIGNATURE PAGES TO FOLLOW]

BOARD OF SUPERVISORS OF LOUDOUN COUNTY,
VIRGINIA

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 the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, 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 _____, 2012.

My commission expires:

Notary Public

The Foregoing Easements Are Hereby Accepted Pursuant To Virginia Code Section 15.2-1803 and the Vacation/Termination of the Easement Pursuant to Virginia Code Section 15.2-[2272] is Hereby Approved

APPROVED AS TO LEGAL FORM:

BOARD OF SUPERVISORS OF LOUDCUN COUNTY,
VIRGINIA

Assistant County Attorney

By: _____ (SEAL)
Name: _____
Title: _____

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

THE TOWN OF LEESBURG:

By: _____ (SEAL)
Kristen Umstattd, Mayor

APPROVED AS TO FORM:

Jeanette A. Irby, Esquire
Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kristen Umstatt, as Mayor of the TOWN OF LEESBURG, 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 _____, 2012.

My commission expires:

Notary Public

LOUDOUN COUNTY SANITATION AUTHORITY

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 General Manager of the LOUDOUN COUNTY SANITATION AUTHORITY, 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 _____, 2012.

My commission expires:

Notary Public

VIRGINIA ELECTRIC AND POWER COMPANY
d/b/a DOMINION VIRGINIA POWER

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of VIRGINIA ELECTRIC AND POWER COMPANY, d/b/a DOMINION VIRGINIA POWER, 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 _____, 2012.

My commission expires:

Notary Public

PRESENTED October 23, 2012

RESOLUTION NO. _____

ADOPTED _____

A RESOLUTION: AUTHORIZING THE EXECUTION OF A DEED OF SUBDIVISION, CONEYANCE, EASEMENTS AND VACATION AND DEED OF VACATION (TO VACATE RESERVATION FOR WESTERN TRANSPORTATION CORRIDOR) FOR SALE OF PUBLIC PROPERTY TO VIRGINIA ELECTRIC AND POWER COMPANY (“VEPCO”) FOR EDWARDS FERRY ROAD ELECTRIC SUBSTATION

WHEREAS, Virginia Electric and Power Company (“VEPCO”) desires to purchase approximately 2.8664 acres of public property owned by the Town on the site of the Kenneth B. Rollins Water Treatment Plant and located in Loudoun County in order to design and construct the Edwards Ferry Road Electric Substation; and

WHEREAS, at its meeting of December 13, 2011, the Town Council resolved to approve the sale of the public property to VEPCO as well as authorizing the Town Manager to execute a Memorandum of Agreement (“MOA”) between the Town and VEPCO outlining the purchase and sale price and the details of the transaction; and

WHEREAS, the MOA dated March 14, 2012, was executed by the Town Manager and VEPCO; and

WHEREAS, the Town and VEPCO have cooperatively prepared Deeds and Plats which set forth the terms of the transaction and these Deeds and Plats have been reviewed and approved by the County of Loudoun and the Town Attorney’s Office; and

WHEREAS, in order for the Town to convey the public property to VEPCO the following documents are ready for execution: 1) Deed of Subdivision, Conveyance, Easements and Vacation subdividing and conveying approximately 2.8664 acres of Town-owned real property located within the County and at the site of the Kenneth B. Rollins Water Treatment Plant; the granting of certain utility, facility, ingress/egress, sign and landscape easements to the Town from VEPCO, granting to

A RESOLUTION: AUTHORIZING THE EXECUTION OF A DEED OF SUBDIVISION, CONVEYANCE, EASEMENTS AND VACATION AND DEED OF VACATION (TO VACATE RESERVATION FOR WESTERN TRANSPORTATION CORRIDOR) FOR SALE OF PUBLIC PROPERTY TO VIRGINIA ELECTRIC AND POWER COMPANY (“VEPCO”) FOR EDWARDS FERRY ROAD ELECTRIC SUBSTATION

the County a partial vacation of the Heritage Trail easement; and granting access easements to Loudoun County and the Loudoun County Sanitation Authority; and 2) A Deed of Vacation vacating the reservation for the Western Transportation Corridor granted to the County by the Town.

WHEREAS, upon execution of these documents, the Town and VEPCO anticipate that the closing for the purchase and sale of the property will occur in November of 2012.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia that the Town Council authorizes the Mayor to execute, at the time of closing or whenever practicable, the: 1) Deed of Subdivision, Conveyance, Easements and Vacation; and 2) Deed of Vacation for the vacation of a reservation granted to the County by the Town for the Western Transportation Corridor; and 3) any and all further documents to complete the transaction for the purchase and sale of public property for the design and construction of the Edwards Ferry Road Electric Substation by VEPCO.

PASSED this _____ day of _____, 2012.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council