

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF DEDICATION AND EASEMENT

DATE OF INSTRUMENT: May 10, 2023

NAME OF GRANTORS: 1) CHESTER A. KOWALCZYK  
2) LEONA M. KOWALCZYK

NAME OF GRANTEE: TOWN OF PURCELLVILLE, VIRGINIA

COUNTY WHERE PROPERTY  
LOCATED: LOUDOUN

ELECTION DISTRICT WHERE  
PROPERTY LOCATED: BLUE RIDGE

BRIEF DESCRIPTION  
OF PROPERTY: 321 S. 12<sup>TH</sup> STREET, PURCELLVILLE VA

DEED BOOK AND PAGE NUMBER  
WHERE PROPERTY ACQUIRED: INSTRUMENT NUMBER 20090804-0052803

PLAT PREPARED BY: BOWMAN CONSULTING GROUP, LTD.

TAX MAP IDENTIFICATION NO.: /35A2/3/3//46C

PARCEL IDENTIFICATION NO.: 488-29-3332

NOTE: EXEMPT FROM RECORDATION FEES  
PURSUANT TO SECTIONS 58.1-811(A)(3) 58.1-  
811(C)(4)

THIS INSTRUMENT PREPARED BY AND RETURN TO: TOWN OF PURCELLVILLE  
221 SOUTH NURSERY AVENUE  
PURCELLVILLE, VA 20132

PROJECT PARCEL NO.: PARCEL 010

THIS DEED OF DEDICATION AND EASEMENT (the "**Deed**") is made this 10 day of May, 2023 by and between **CHESTER A. KOWALCZYK** and **LEONA M. KOWALCZYK** (hereinafter referred to collectively as "**Owner**"); and the **TOWN OF PURCELLVILLE, VIRGINIA**, a municipal corporation (hereinafter referred to as "**Town**").

#### **RECITALS:**

**R1.** The Owner is the owner and proprietor of certain real property identified as Loudoun County Parcel Identification Number 488-29-3332 (the "**Property**"), as shown on the plat attached hereto dated October 25, 2021 and revised through December 12, 2022, entitled "COMPILED PLAT SHOWING 553 SQUARE FEET TAKE AREA AND VARIOUS EASEMENTS BEING GRANTED TO THE TOWN OF PURCELLVILLE, VIRGINIA PROPERTY OF CHESTER A. & LEONA M. KOWALCZYK" and prepared by Bowman Consulting of Leesburg, Virginia (the "**Plat**").

**R2.** The Property is situate in the Town of Purcellville, Virginia, Owner having acquired the Property by deed recorded in Instrument No. 20090804-0052803 among the land records of Loudoun County, Virginia.

**R3.** The Property is not subject to the lien of any deed of trust.

**R4.** The Town is performing drainage, roadway, water and sewer improvements along South 12<sup>th</sup> Street, including, without limitation, installation of sidewalk, curb and gutter, storm sewer pipe and appurtenances, new asphalt, new water main, and sanitary sewer repairs (the "**Project**"). The Town has fully explained to the Owner how the Project and the planned improvements affect the Property. Both parties desire that these public improvements be made and that the Project be completed.

**R5.** It is the desire and intent of the Owner to dedicate, grant and convey unto the Town a portion of the Property for public use in accordance with this Deed and the Plat.

**R6.** It is the desire and intent of the Owner to grant and convey unto the Town the easements in the locations as shown on the Plat and as hereinafter provided.

#### **RIGHT OF WAY DEDICATION**

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owner does hereby dedicate



to the Town the 553 square feet as so designated on the Plat as "Fee Taking", including all appurtenances and facilities located within, for public street purposes. Owner hereby quitclaims and releases unto the Town all of Owner's right, title and interest, if any, in any portion of the existing public road within the area being dedicated. This dedication is made in accordance with the statutes made and provided therefor.

**TEMPORARY CONSTRUCTION EASEMENTS**  
**and TEMPORARY ENTRANCE EASEMENT**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, temporary construction easements and a temporary entrance easement through, upon, and across the Property for the purpose of grading and construction, said easements being more particularly bounded and described as "Proposed Temporary Construction Easement" and "Proposed Temporary Entrance Easement" on the Plat. The easements shall automatically terminate and become null and void at such time as construction of the Project is complete and the work is accepted by the Town and no execution or recordation of any additional documents shall be necessary to evidence such termination or vacation of such easements. The easements are subject to the following conditions:

1. All appurtenant facilities which are installed in the easements shall be and remain the property of the Town, its successors and assigns.
2. The Town, its agents and assigns, shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted by the easements including the right of access to and from the easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or grading, and then only to the minimum extent necessary for such construction and grading, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.
3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by the

Town to interfere with proper and efficient construction and grading; provided, however, that the Town, at its own expense, shall restore the easements to its original condition to the extent it was disturbed by the Town, but not the replacement of structures, trees, or other obstructions.

4. The Owner reserves the right to make use of the easements herein granted in a manner that is consistent with the rights herein conveyed and that does not interfere with the use of the easements by the Town for the purposes named; provided, however, that if Owner makes any use of the easement areas that increases the Town's operation, maintenance, or restoration costs, then the Owner shall pay such increase in costs.

#### **SUCCESSORS AND ASSIGNS BOUND**

UNLESS OTHERWISE INDICATED HEREIN, the easements granted herein shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

#### **MISCELLANEOUS**

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Town of Purcellville, Virginia, as shown by the signatures affixed to the Deed; and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the land depicted on the Plat, as aforesaid.

The undersigned warrant that this Deed is made and executed pursuant to authority properly granted by the organization on whose behalf they are signing.

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

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



OWNER:

Chester A. Kowalczyk

CHESTER A. KOWALCZYK

COMMONWEALTH OF VIRGINIA  
COUNTY OF Loudoun, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that CHESTER A. KOWALCZYK, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

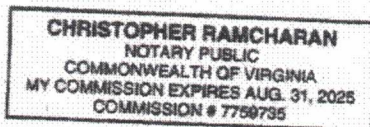
GIVEN under my hand and seal this 10 day of May, 20 23.

COR

Notary Public

My Commission Expires: Aug 31, 2025

My Notary Registration Number: 7759735



OWNER:

Leona M Kowalczyk  
LEONA M. KOWALCZYK

COMMONWEALTH OF VIRGINIA  
COUNTY OF Lowdown, to wit:

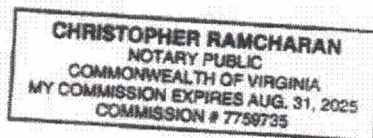
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that LEONA M. KOWALCZYK, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 10 day of May, 2023.

C. D. Z.  
Notary Public

My Commission Expires: Aug 31, 2025

My Notary Registration Number: 7759735





The Foregoing Easements Are Hereby Accepted  
Pursuant To Virginia Code Section 15.2-1803

APPROVED AS TO LEGAL FORM: TOWN OF PURCELLVILLE, VIRGINIA

\_\_\_\_\_  
Ran Magalong, Esq.

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify  
that \_\_\_\_\_ as \_\_\_\_\_  
of TOWN OF PURCELLVILLE, VIRGINIA, whose name is signed to the foregoing Deed,  
appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

