

52

Del. To  
- 4 Rids.  
Davenport,

29, 2000

Section  
22  
Book  
Pg. 348

WITNESSETH: That for and in consideration of the sum of \$10.00 and other valuable consideration, cash in hand, paid by the parties of the second part to the party of the first part, at and before the sealing and delivery of this deed, the receipt of which is hereby acknowledged, she the party of the first part has bargained, sold, granted and conveyed and does by this deed bargain, sell, grant and convey WITH GENERAL WARRANTY OF TITLE unto the said Milton Ritzenberg and Alvin I. Kay, Trustees, parties of the second part, the following described tract or parcel of land to-wit:

All that certain tract or parcel of land containing 100.8024 acres, more or less, described as Tract No. 2 and residue, according to plat and survey of R. M. Bartenstein and Associates herewith attached and made a part of this Deed, fronting on Virginia Route 643 and old U. S. 29 just outside the Corporate Limits of the Town of Warrenton, Center District, Tauxmier County, Virginia, and being a portion of that certain conveyance to Walter A. Hitchcock, by the Tauxmier National Bank of Warrenton, Warrenton, Virginia, Administrator w.v.a. of the Estate of Harrison Mesbit and Walter H. Robertson, Special Commissioner, by Deed dated 13 January, 1938, and recorded 15 January, 1938, in Deed Book 145, Page 339 of the Tauxmier County Clerk's Office.

The said Walter A. Hitchcock died testate in the year 1961 and by his Will dated July 9, 1958, and probated in the Paquauer County Clerk's Office 17 October, 1961, and found recorded in Will Book 74, Page 533 he devised all of his estate to his widow, Gertrude W. Hitchcock, the party of the first part herein.

Reference is hereby made to the aforesaid Deed, Will and other records of the Fauquier County Clerk's Office for a more particular description of the property hereby conveyed.

TOGETHER WITH annuities to said property belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract or parcel of land together with all rights, ways, privileges or appurtenances thereunto belonging or in anywise appertaining unto Milton Pitzenberg and Alvin I. Kay, Trustees, parties of the second part, in fee simple.

WITNESS the following signature and seal of the party of the first part, the day, month and year first hereinabove written.

Gertrude J. Hitchcock (SEAL)

Gertrude T. Hitchcock

STATE OF VIRGINIA  
COUNTY OF FAULKNER, TO-WIT:

I, Elizabeth A. Foster, a Notary Public in and for the State and County aforesaid, whose commission expires the 30th day of August 1965, do hereby certify that Gertrude T. Hitchcock, whose name is signed to the foregoing Deed bearing date on the 6th day of December, 1963, has acknowledged the same before me in my County aforesaid.

Given under my hand this // <sup>th</sup> day of December, 1963.

DB 223 pg 572

## HITCHCOCK PROP.

LAND SURVEYORS  
VA. CLS. No. 549, No. 626

**R. M. BARTENSTEIN AND ASSOCIATES**  
WARRENTON, VA.

CIVIL ENGINEERS  
VA. CCE No. 758. No. 1208

SCALE: 1"=400'

SHEET 1 OF 5

DATE: DEC. 2, 1963

PROJ. NO. 2192

This is to certify that a survey and division were made under my direction of a portion of the property referred to in Deed Book 145 page 339, Fauquier County, Virginia Records. The said tract lies partially in the Town of Warrenton, and partially in Center District, Fauquier County, Virginia. The said tract has been divided into Tract I, Tract II and the Residue, which are described as follows:

Tract I 15.000 Acres

Beginning at (S), a point on the east line of old U.S. Route 15 referenced by an iron pipe set 3.50 feet from (S), in the line (T)-(S) extended, thence with the said east line N4°36'00"E 861.60 feet to (KK), an iron pipe to be set, thence with the southwest line of Virginia Route 643, as follows: S62°48'08"E 420.99 feet to (LL), an



iron pipe to be set, thence along the arc of a curve to the right having a radius of 691.19 feet, an interior angle of  $14^{\circ}45'00''$  and an arc length of 177.94 feet to (MM), an iron pipe to be set, thence  $S48^{\circ}03'08''E$  537.90 feet to (U), an iron pipe to be set, thence with Tract II as follows:  $S43^{\circ}57'46''W$  685.49 feet to (T), an iron pipe to be set, thence  $N60^{\circ}47'43''W$  588.70 feet to (S), the point of beginning, the said Tract I containing 15.000 Acres.

Tract II 40.000 Acres

Beginning at (S), a point on the east line of old U. S. Route 15 referenced by an iron pipe set 3.50 feet from (S), in the line (T)-(S) extended, thence with Tract I as follows:  $S60^{\circ}47'43''E$  588.70 feet to (T), an iron pipe to be set, thence  $N43^{\circ}57'46''E$  685.49 feet to (U), an iron pipe to be set in the southwest line of Virginia Route 643, thence with the said southwest line as follows: along the arc of a curve to the right having a radius of 1884.86 feet and an interior angle of  $8^{\circ}38'58''$  for an arc length of 284.54 feet to (V), an iron pipe to be set, thence  $S39^{\circ}24'10''E$  440.10 feet to (W), an iron pipe to be set, thence with the Residue as follows:  $S41^{\circ}27'58''W$  614.77 feet to (FF), an iron pipe to be set, thence  $S65^{\circ}39'00''W$  209.00 feet to (NN), a spike set in the center of the track of the Southern Railroad, thence  $S61^{\circ}56'12''W$  505.29 feet to (GG), an iron pipe to be set, thence  $S3^{\circ}45'45''W$  862.54 feet to (HH), an iron pipe to be set, thence  $S21^{\circ}27'40''W$  291.17 feet to (II), an iron pipe to be set, thence  $S89^{\circ}00'00''W$  435.60

Project #2192

feet to (JJ), an iron pipe to be set on the east side of old U. S. Route 15, thence with the said east side of old U. S. Route 15,  $N4^{\circ}22'40''E$  144.83 feet to (N), an iron pipe set in the line of present U. S. Route 29, 15, and Virginia Route 17, thence with the line of Virginia Route 17 as follows:  $N23^{\circ}08'59''E$  41.07 feet to (O), a highway monument found, thence with a curve to the left having a delta of  $19^{\circ}23'14''$  a radius of 1268.27 feet and an arc length of 429.15 feet to (P), an iron pipe set, thence  $N03^{\circ}45'45''E$  392.81 feet to (Q), an iron pipe set, thence with a curve to the left having a delta of  $21^{\circ}00'00''$  and a radius of 1250.92 feet, and an arc length of 458.49 feet to (R), an iron pipe set on the edge of old U.S. Route 15, thence with the edge of old U.S. Route 15,  $N04^{\circ}36'00''E$  822.26 feet crossing the Southern Railroad to (S), the point of beginning, the said Tract II containing 40.000 Acres.

Residue 60.8024 Acres

Beginning at (W), an iron pipe to be set, corner to Tract II, and in the southwest line of Virginia Route 643, thence with the southwest line of Virginia Route 643 as follows:  $S40^{\circ}41'00''E$  436.22 feet to (X), an iron pipe to be set, thence along the arc of a curve to the left having a radius of 1934.86 feet and an interior angle  $7^{\circ}11'20''$  for an arc length of 242.77 feet to (Y), a point, thence  $S47^{\circ}52'20''E$  67.78 feet to (Z), a point, thence  $S49^{\circ}46'10''E$  115.10 feet to (AA), a point, thence  $S51^{\circ}33'20''E$  109.97 feet to (BB), a point, thence  $S53^{\circ}38'10''E$  63.98 feet to (CC), a point, thence along the arc of a curve to the left having a radius of 434.28 feet and an interior angle of  $3^{\circ}25'45''$  for an arc length of 25.99 feet to (DD), a point, thence leaving the said southwest line of Virginia Route 643,  $S32^{\circ}56'05''W$  5.79 feet to (EE), an iron pipe set,

thence with the land now or formerly belonging to Fox, S50°15'54"E 236.65 feet to (A), an iron rod found, thence with Sutphin, S68°27'10"W 1351.70 feet to (B), a metal fence post found by a hickory, thence S10°04'00"W 1046.43 feet to (C), a large poplar referenced by an iron pipe set at its base, thence S00°16'55"E 789.92 feet to (D), an iron pipe found, corner to Quarles, thence with Quarles, S89°14'23"W 465.71 feet to (E), an iron pipe found, corner to Wilbur, thence with Wilbur and generally along an existing wire fence as follows: N02°01'37"E 129.21 feet to (F), an iron pipe set, thence N01°40'30"E 161.07 feet to (G), an iron pipe set,

Project #2192

thence N00°57'10"E 199.66 feet to (H), an iron pipe set in a found stump thence N01°49'47"W 392.11 feet to (I), an iron pipe set, thence N07°23'25"W 293.25 feet, crossing Turkey Run, to (J), an iron pipe set thence following along the north side of Turkey Run and with an existing fence S83°11'05"W 374.40 feet to (K), an iron pipe set, thence S83°46'00"W 191.09 feet to (L), an iron pipe set, thence S85°54'00"W 86.00 feet to (M), an iron pipe set on the east side of old U. S. Route 15, thence with the east side of old U. S. Route 15, N04°22'40"E 200.00 feet to (N), an iron pipe to be set, corner to Tract II, thence with Tract II as follows: N89°00'00"E 435.60 feet to (O), an iron pipe to be set, thence N21°27'40"E 291.17 feet to (P), an iron pipe to be set, thence N3°45'45"E 862.54 feet to (Q), an iron pipe to be set, thence N61°56'12"E 505.29 feet to (R), a spike set in the center of the track of the Southern Railroad, thence N65°39'00"E 209.00 feet to (T), an iron pipe to be set, thence N41°27'58"E 614.77 feet to (W), the point of beginning, the said Residue containing 60.8024 Acres.

#### Surveyor's Notes

- (1) The total acreage of Tract I, Tract II, and the Residue combined is 115.8024 Acres.
- (2) The southwest line of Virginia Route 643 as established by this survey is based on the centerline of the existing paving, there being no highway monuments or reference points found on the ground, and the metes and bounds given on the highway plans not agreeing with the existing paving centerline.
- (3) The line (DE)-(A) of this survey is based on a survey by Fred Partenstein, V.A.C.L.S.#316, titled Resbit to Fox, dated 27 April 1957.
- (4) Minor adjustments were made with the Virginia Highway Department data for the curve C-P to make it fit monuments found on the ground.
- (5) There is no record available to this office of the Southern Railroad obtaining a right of way across this property. They occupy a strip being generally 55 feet wide: 25 feet lying north of and 30 feet lying south of the existing centerline.
- (6) Lines M-N, R-S and S-W are based on the existing fence line found on the edge of old U. S. Route 15.

*Michael H. Kelly*  
Michael H. Kelly, V.A.C.L.S.#702  
R. M. FARTENSTEIN & ASSOCIATES  
Warrenton Office



*Elizabeth Carter*

Notary Public

Clerk's Office of Fauquier Circuit Court, 13 December, 1963

This deed *Plat Survey* was this day received in said Office and with certificate admitted to record at 2:53 P.M.

*James H. Williams* Clerk

BERG, MILTON  
RICHARDS

JUST )

IS, UPTON H

*to Des. to  
Richard  
Warrenton,  
his son*

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*John Williams*

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*to B, 1/4 acre*

*6 1/2, " land*

*+ being a*

*2 of that land*

*more 954, 616*

*arranged to*

*1/4 interest in*

*John Williams*

*2 1/2, 1/4, 1/4*

*by deed*

*1 the 10th Dec*

*1963*

*966 DB*

*P. 620 of*

*Clark of the*

*to T. Williams*

*to T. Williams*

*there attended*

*December 17,*

*James H. Williams*

THIS DEED OF TRUST made this the *16th* day of December, 1963 by and between MILTON FITZBERG and ALVIN I. KAY, Trustees parties of the first part; UPTON H. RICHARDS, Warrenton, Virginia, trustee part y of the second part; and GERTRUDE T. HITCHCOCK, Widow part y of the third part: WITNESSETH: That the said parties of the first part, in consideration of TEN DOLLARS, in hand paid by the part y of the second part, the receipt of which before the sealing and delivery of these presents, is hereby acknowledged, do hereby grant and convey with GENERAL WARRANTY OF TITLE, unto the said part y of the second part, the following described land and premises, to-wit:

All that certain tract or parcel of land containing 60.8024 acres, more or less, fronting on Virginia Route 643 and old U. S. 29 just outside the Corporate limits of the Town of Warrenton, Center District, Fauquier County, Virginia, and being the same tract or parcel of land conveyed to the grantors herein by Deed from Gertrude A. Hitchcock, widow, dated the *11th* day of December, 1963, and to be recorded immediately preceding the recordation of this Deed of Trust.

The above tract being described as the residue tract on plat recorded with Deed referred to above.

TO HAVE AND TO HOLD, the said land and premises, together with all rights, ways and appurtenances thereto belonging, unto the only use of the said part y of the second part, and his successors, in fee simple.

THIS CONVEYANCE IS IN TRUST, HOWEVER, for the following purpose and none other to-wit: To secure to Gertrude T. Hitchcock

part y of the third part the payment of the full sum of \$ 65,000.00 , with interest, evidenced by a note of even date signed by the parties of the first part, payable to the party of the third part bearing an interest rate of 4 1/2% per annum and payable in equal annual installments of \$4,334.00 plus interest as aforesaid, the first payment being due and payable one year from date and on the anniversary date of said note for a period of 15 years, at which time all principal and interest shall be due and payable in full.

The makers hereof are given the right to prepay any amount on said note at anytime without penalty. The parties of the first part hereby agree that acreage covered by this trust at the option and selection of the parties of the first part shall be released free and clear to said parties of the first part upon payment of the sum or sums equal to \$1,000.00 per acre, with said payments applying to the original purchase price. Each annual payment or additional payments paid on the First Trust will automatically release acreage free and clear of all encumbrances at the rate of one acre for each \$1,000.00 paid.

The parties of the first part hereby grant to the holders of the obligations secured hereunder, the right and power to appoint a substitute trustee in accordance with the provisions of Sec. 26-49 of the Code of Virginia, 1950, and amendments thereto.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said debt, or of any installment or principal or interest thereon, when and as the same shall become due and payable, or of any renewal, or part renewal, of any bond or note hereby secured, or interest in whole or in part upon the debt or any such renewal, or any failure in payment of insurance premiums or taxes, as hereinafter provided, then, and at any time thereafter, as soon as requested by the holder of the debt or of any part thereof, herein secured, whether the whole of the debt be then due or not, (it being fully understood and agreed that default being made in the payment of any part of said debt, or of any renewal, or part thereof, or of the interest, or of the insurance premiums, or taxes, or any part of either, the whole of said debt including insurance premiums and taxes, shall then be taken as due and payable), said part of the second part shall proceed to sell the said described land and premises, at public auction, to the highest bidder, - said sale to be in conformity with, and upon the terms as set forth in Sections 55-59, 55-60, Code 1950, and amendments thereto, the provisions of which said sections are hereby referred to and made a part of this said deed of trust, except the commission to the trustee shall be five per cent upon the gross amount of said sale and except that should said property be offered or advertised for sale by the trustee acting under this trust and be withdrawn from sale by reason of any agreement between the parties hereto, or by reason of the compliance of said parties of the first part or any one for them with the terms of the obligation secured then the trustee so acting shall be entitled to a commission of two per centum upon the total amount of the debt secured hereby for services in that behalf which commission, together with the costs of advertising, shall be paid by the said parties of the first part.

AND THE SAID PARTIES of the first part do hereby agree at their own costs, during the continuance of this loan, and until the same is full paid and satisfied, to keep all buildings and improvements thereon insured against loss by fire or lightning, for their full insurable value, and to have said insurance endorsed for the benefit of the said party of the third part, who shall, at their option in case of loss by fire, apply the money so received, to the payment of the debt herein secured, whether due or not, or in rebuilding upon the same property - said new buildings to be likewise insured, and also to pay all taxes that may become due or be assessed against said land and buildings, during the continuance of this trust; and that upon any neglect to so insure, or pay taxes, any party secured hereby may have said buildings insured, pay the premiums thereon, and pay said taxes, and the expense so paid shall be added to and be a charge hereby secured and bear interest from the time of said payments.



It is stipulated, covenanted and agreed by and on behalf of the parties hereto that no standing timber shall be cut from said premises nor removed therefrom except for necessary repairs of buildings and fences located on said premises and/or for the use of firewood without the consent in writing of the trustee herein named. It is hereby further mutually understood and agreed that any violation of this particular covenant and agreement by the said parties of the first part or agents or employees shall constitute a default on the part of and by the part ies of the first part and that upon said default the whole of said debt as hereinabove set out shall then become and be due and payable as of the date of said default and the part y of the second part shall have the right to proceed to sell the said described land and premises in the manner and under the conditions above mentioned.

SHOULD THERE BE NO DEFAULT HEREUNDER, according to the true tenor and effect hereof, then shall this instrument be null and void and released at the costs of the part ies of the first part, the day and year first hereinafter written:

*Milton Ritzenberg* (SEAL)  
MILTON RITZENBERG, TRUSTEE  
*Alvin I. Kay* (SEAL)  
ALVIN I. KAY, TRUSTEE  
(SEAL)  
(SEAL)

STATE OF VIRGINIA,  
COUNTY OF FAUQUIER, TO-WIT:

I, *Louis R. Riley*, a Notary Public  
of *Warrenton*, 1963, do hereby certify that Milton Ritzenberg and Alvin I.  
Kay, Trustees  
whose name s are signed to the foregoing DEED OF TRUST, bearing date on the *11th* day  
of *December*, 19 *63*, have  
the same before me, in my county aforesaid.

GIVEN UNDER MY HAND, this the *11th* day of *December*, 19*63*

Clerk's Office of Fauquier Circuit Court, *13 December 1963*

This deed of Trust was this day received in said  
Office and with certificate admitted to record at 2.55 P.M.

Tests: *H. L. Pearson*, Clerk

The foregoing Deed of Trust has been fully paid and satisfied

+ *Gertrude T. Hitchcock* by *Louis R. Riley* Notary Public  
Signature attested and Noted

secured herein exhibited to me cancelled, this *24 August 1973*  
*H. L. Pearson, Clerk*  
*By Order of the Court, H. L. Pearson, Clerk*

THIS OPTION AGREEMENT, made and entered into this 13th day of December, 1963, by and between GERTRUDE T. HITCHCOCK, party of the first part and MILTON RITZENBERG and ALVIN I. KAY, Trustees, parties of the second part, That by Contract entered into between the parties hereto on the 29th day of October, 1963, the party of the first part contracted to sell Alwington Farm located partly in the Town of Warrenton, Fauquier County, Virginia, for the terms and conditions as set out in said Contract, which sale and transfer has been consummated this day with Deed conveying 100.8024 acres from the party of the first part to the parties of the second part.

That the aforesaid Contract gave the parties of the second part the option to purchase the existing main residence and 15 acres, more or less, with improvements thereon according to terms and conditions as set out therein.

NOW, therefore, in consideration of \$1.00 and the premises the party of the first part does hereby grant to the parties of the second part the option to purchase the existing main residence and the 15 acres, more or less, with all the improvements thereon, for the sum of \$50,000.00 cash to include a 6% commission to the agent. Said option to terminate five (5) years after date of settlement, December 13, 1963. Purchaser shall give Seller six (6) months' notice in writing to vacate said property prior to taking possession of the main residence.

WITNESS the signature and seal of the party of the first part to this Agreement made and entered into the month, day and year hereinabove set out.

*Gertrude T. Hitchcock* (SEAL)  
Gertrude T. Hitchcock

HITCHCOCK, GER-  
TRUDE T

TO ( OPTION  
AGREEMENT

RITZENBERG, MILTON  
KAY, TRUSTEES

*Exd. v. 10th. to  
option Richard  
at Warrenton  
the 2nd Dec  
19-1963*

*W. L. C. H.  
by S. A. B.*

*For Agreement  
See Deed Book 239,  
Page 437*

STATE OF VIRGINIA

COUNTY OF FAUQUIER, TO-WIT:

I, Elizabeth Spector, a Notary Public in and for the State and County aforesaid, whose commission expires the 3<sup>rd</sup> day of August, 1965, do hereby certify that Gertrude T. Hitchcock, whose name is signed to the foregoing Option Agreement, bearing date on the 13th day of December, 1963, has acknowledged the same before me in my County aforesaid.

Given under my hand this 13<sup>th</sup> day of December, 1963.

Elizabeth Spector

Notary Public

Clerk's Office of Fauquier Circuit Court, 13 December 1963

This deed agreement was this day received in said  
Office and with certificate admitted to record at 3.00 P.M.

Teste: William Clerk

THIS DEED OF TRUST made this the 16<sup>th</sup> day of December, 1963

by and between C. A. CLARK and ALICE R. CLARK, his wife  
parties of the first part CARROLL J. MARTIN, JR., Warrenton, Virginia, trustee  
party of the second part; and H. F. SWAIN,

parties of the third part:  
WITNESSETH: That the said parties of the first part, in consideration of TEN DOLLARS, in hand paid by the party of the second part, the receipt of which before the sealing and delivery of these presents, is hereby acknowledged, do hereby grant and convey with GENERAL WARRANTY OF TITLE, unto the said party of the second part, the following described land and premises, to-wit:

All that certain tract or parcel of land known as Lot No. 61, Block 3 of Fox Hills Subdivision in the Town of Warrenton, Fauquier County, Virginia, together with dwelling situated thereon, and being the same tract or parcel of land conveyed to the parties of the first part by Ian S. Montgomery, et ux, by Deed dated 9 April, 1962, and recorded in Deed Book 216, Page 198 of the Fauquier County Clerk's Office.

TO HAVE AND TO HOLD, the said land and premises, together with all rights, ways and appurtenances thereto belonging, unto the only use of the said party of the second part, and his successors, in fee simple.

THIS CONVEYANCE IS IN TRUST, HOWEVER, for the following purpose and none other to-wit: To secure to H. F. SWAIN

party of the third part the payment of the full sum of \$ 2,170.88, with interest, evidenced by a note bearing date May 15, 1963, bearing interest at the rate of 6% per annum and being executed by C. A. Clark and Alice R. Clark, his wife.

The parties of the first part hereby grant to the holders of the obligations secured hereunder, the right and power to appoint a substitute trustee in accordance with the provisions of Sec. 26-49 of the Code of Virginia, 1950, and amendments thereto.

C A; ALICE

TRUST )

; C J JR,

mailed  
Richards  
Warrenton,  
is Dec  
163.  
429, all  
by 228.



Clerk's Office of Fauquier Circuit Court, Jan. 12, 1967

This instrument was this day received in said Office  
and with certificate admitted to record at 2:42 P. M.

Teste: *H. Blum* Clerk

34

THIS DEED, made and entered into this the 30th day of December, 1966, by and between MILTON RITZENBURG and ALVIN I. KAY, TRUSTEES, and MILTON RITZENBERG and HEBE H. RITZENBERG, his wife, and ALVIN I. KAY and ELAINE B. KAY, his wife, individually, parties of the first part and COMMONWEALTH GENERAL CORPORATION, A Virginia corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of \$10.00 and other valuable consideration, cash in hand, paid by the party of the second part to the parties of the first part, at and before the sealing and delivery of this deed, the receipt of which is hereby acknowledged, they the parties of the first part have bargained, sold, granted and conveyed and do by this deed bargain, sell, grant and convey WITH SPECIAL WARRANTY OF TITLE unto the said Commonwealth General Corporation, a Virginia corporation, party of the second part, the following described tract or parcel of land, to-wit:

All that certain tract or parcel of land containing 4.5 acres located partially in the Town of Warrenton and partially in Center District, Fauquier County, Virginia, and more particularly described by plat and survey of R. M. Bartenstein and Associates, herewith attached and made a part of this deed and being a portion of that certain conveyance to the parties of the first part by Deed from Gertrude T. Witchcock, widow, dated December 11, 1963, and recorded December 13, 1963, in Deed Book 223, page 572 of the Fauquier County Clerk's Office to which Deed and other records reference is hereby made for a more particular description of the property hereby conveyed.

It is also agreed and understood that the Sellers shall have the right to connect on to and extend any and all utility lines brought into said property at no additional cost except for regularly established service charges and tap-on fees with extensions and said fees being paid by the Sellers. Said tap-on and extensions may be made at any time in the future. Further, Sellers shall have the right to retain utility easements over said property in order to properly connect up to said utilities. Sellers shall have the right to record said easements at date of settlement, or anytime thereafter.

TOGETHER WITH appurtenances to said property belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract or parcel of land together with all rights, ways, privileges or appurtenances thereunto belonging or in anywise appertaining unto Commonwealth General Corporation, a Virginia corporation, party of the second part, in fee simple.

WITNESS the following signatures and seals of the parties of the first part, the day, month and year first hereinabove written.



*Milton Ritzenberg* (SEAL)  
MILTON RITZENBERG, TRUSTEE

*Alvin I. Kay* (SEAL)  
ALVIN I. KAY, TRUSTEE

*Milton Ritzenberg* (SEAL)  
MILTON RITZENBERG

*Hebe H. Ritzenberg* (SEAL)  
HEBE H. RITZENBERG

*Alvin I. Kay* (SEAL)  
ALVIN I. KAY

RITZENBURG, M  
& ALS

B & S

COMMONWEALTH  
GENERAL CORP.

*Ed. v. Del.*  
*to Richards*  
*v. Richards*  
*atty. Warren*  
*Tom, not this*  
*Jan. 18. 1967*

*BBB*  
*BC*

DB 238 Pg 611



PORTION OF RITZENBERG AND KAY PROPERTY  
TOWN OF WARRENTON AND CENTER DISTRICT  
FAUQUIER COUNTY, VIRGINIA

CERTIFIED LAND SURVEYORS  
VIRGINIA: No. 548, No. 629, No. 702  
MARYLAND: No. 4828

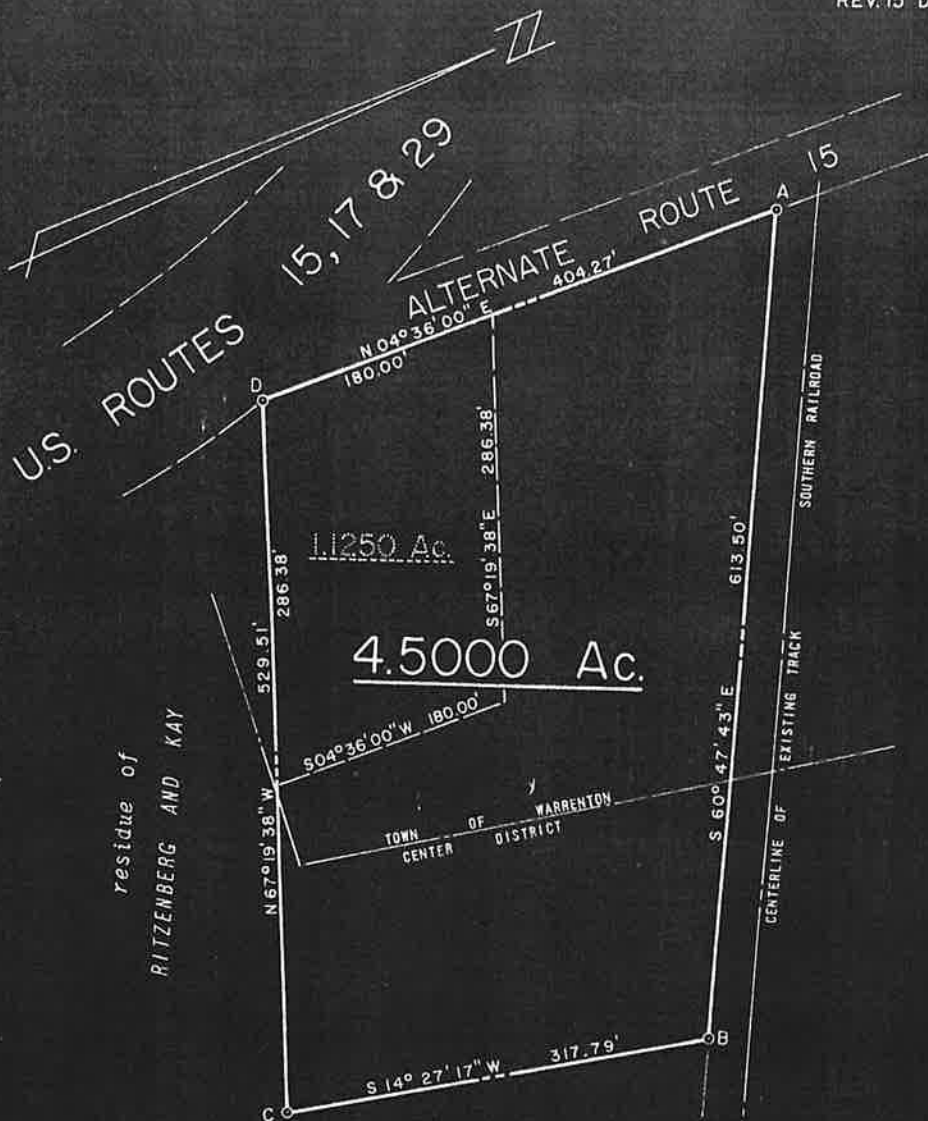
R. M. BARTENSTEIN & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
WARRENTON & MANASSAS, VIRGINIA

CERTIFIED PROFESSIONAL ENGINEERS  
VIRGINIA: No. 788, No. 1209, No. 2804  
MARYLAND: No. 4789

SCALE 1" = 100' SHEET 1 OF 2

PROJECT No. 2602-A

DATE 24 OCT. 1966  
REV. 15 DEC. 1966



residue of FAUQUIER COUNTY PLANNING COMMISSION  
RITZENBERG AND KAY This plat approved in accordance with  
sub-division regulations of Fauquier  
County, Virginia.

*John B. Hens*  
Chairman  
*John B. Hens*  
Secretary  
Date  
*Henry Martin*  
Administrator

TOWN OF WARRENTON, CENTER DISTRICT, FAUQUIER COUNTY, VIRGINIA

Sheet 2 of 2

I certify that a survey was made under my direction of a tract of land said to be in the name of Ritzenburg and Kay and located on the east side of Alternate Route 15 partially in the Town of Warrenton and partially in Center District, Fauquier County, Virginia.

The said property is a portion of the property referred to in Deed Book 223, page 572, as found in the land records of Fauquier County, Virginia and is described as follows:

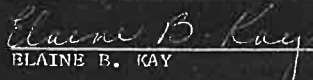
Beginning at (A), an iron pipe to be set in the south side of the use line of the Southern Railroad and in the east right of way line of Alternate Route 15, thence running with the south use line of the Southern Railroad S60°47'43"E 613.50 feet to (B), an iron pipe to be set corner to the residue of Ritzenburg and Kay, thence with the said residue as follows: S14°27'17"W 317.79 feet to (C), an iron pipe to be set, thence N67°19'38"W 529.51 feet to (D), an iron pipe found in the east right of way line of Alternate Route 15, thence with the said right of way line N04°36'00"E 404.27 feet to (A), the point of

beginning, the said tract of land containing 4.5000 Acres.

SURVEYOR'S NOTE:

There is no record available to this office of the Southern Railroad obtaining a right of way. They occupy a strip being generally 55 feet in width, 25 feet lying north of and 30 feet lying south of the existing centerline.

  
R. M. Bartenstein, V.A.C.L.S. 1549  
R. M. Bartenstein & Associates

 (SEAL)  
BLAINE B. KAY

STATE OF District of Columbia  
COUNTY/CITY OF Washington TO-WIT:

I, S. Dorothy Sells, a Notary Public in and for the State and County aforesaid, whose commission expires on the 14th day of August, 1970, do hereby certify that Milton Ritzenberg, Trustee, and Milton Ritzenberg and Hebe H. Ritzenberg, his wife, whose names are signed to the foregoing Deed bearing date on the 30th day of December, 1966, have acknowledged the same before me in my County/City aforesaid.

Given under my hand this 14th day of January, 1967.

  
NOTARY PUBLIC

STATE OF District of Columbia  
COUNTY/CITY OF Washington TO-WIT:

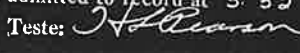
I, S. Dorothy Sells, a Notary Public in and for the State and County/City aforesaid, whose commission expires on the 14th day of August, 1970, do hereby certify that Alvin I. Kay, Trustee, and Alvin I. Kay and Elaine E. Kay, his wife, whose names are signed to the foregoing Deed bearing date on the 30th day of December, 1966, have acknowledged the same before me in my County/City aforesaid.

Given under my hand this 14th day of January, 1967.

  
NOTARY PUBLIC

Clerk's Office of Fauquier Circuit Court, Jan. 12, 1967

This instrument was this day received in said Office and with certificate admitted to record at 3:32 P.M.

Teste:  Clerk

BK 0785PG 1127

9707593

THIS BOUNDARY LINE AGREEMENT DEED made this 1<sup>st</sup> day of August, 1997, by and between MORRIS-ROEHR PARTNERSHIP, a Virginia General Partnership, party of the first part; and GEORGE H. MITCHELL and DONNA M. MITCHELL, husband and wife, as tenants by the entirety with the common law right of survivorship, parties of the second part.

## W I T N E S S E T H :

WHEREAS, the party of the first part and the parties of the second part are the owners of contiguous properties located in the Town of Warrenton, Fauquier County, Virginia, and desire to adjust a common boundary line between their respective tracts as hereinafter set out.

NOW, THEREFORE, that for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$105,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, MORRIS-ROEHR PARTNERSHIP, a Virginia General Partnership, party of the first part, does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY OF TITLE, unto GEORGE H. MITCHELL and DONNA M. MITCHELL, husband and wife, parties of the second part, as tenants by the entirety with the common law right of survivorship expressly retained, that is, in case of death of either of the parties of the second part, the land hereby conveyed shall vest in the survivor, all of the following described property, to-wit:

ALL THAT certain tract or parcel of land lying and being situate in the Town of Warrenton, Fauquier County, Virginia, shown as 1.0000 acre, more or less, on plat entitled "Boundary Line Adjustment Plat Between the Properties of George H. &

NAME AND ADDRESS OF GRANTEE:  
671 Falmouth St  
Warrenton VA  
2c186

Examined and  
Return to:

Prepared By:

WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER HALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

SEP - 5 1997



8K0785PG1128

Donna M. Mitchell & Morris-Roehr Partnership" prepared by Carson, Harris & Associates dated January 23, 1997, said plat of survey being attached hereto and incorporated herein by reference.

**TAX MAP NO. 6983-68-5340-000**

AND BEING a portion of the same property conveyed to Morris-Roehr Partnership, a Virginia General Partnership, by Deed dated November 22, 1994, from A. Robert Gilman and Judith J. Gilman, husband and wife, recorded in Deed Book 731, page 169 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.

The aforesaid 1.0000 acre, more or less, is hereby added to and becomes a part of the adjoining tract of land containing 1.1250 acres, more or less, owned by George H. Mitchell and Donna M. Mitchell, husband and wife, to create one parcel containing 2.1250 acres, more or less, and does not create a separate building lot.

The boundary line adjustment of the land described herein is with the free consent and in accordance with the desires of the undersigned owners, proprietors, and trustees, if any.

This conveyance is made expressly subject to easements, restrictions, and rights-of-way of record.

TO HAVE AND TO HOLD the said land and premises, together with all rights, ways, appurtenances and easements thereto belonging, or in anywise appertaining unto the said parties of the second part and their successors in fee simple forever.

The party of the first part covenants that it is seised of the aforesaid land, that it has the right to convey said land, that the parties of the second part will have quiet possession of

BK0785PG1129

the same, free from all encumbrances, and that the party of the first part will execute such further assurances as may be deemed requisite, and that it has done no act to encumber the said land.

WITNESS the following signatures and seals:

MORRIS-ROEHR PARTNERSHIP, a Virginia General Partnership

By: Thomas S. Roehr (SEAL)  
Thomas S. Roehr, Partner

George H. Mitchell (SEAL)  
GEORGE H. MITCHELL

Donna M. Mitchell (SEAL)  
DONNA M. MITCHELL

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit;

The foregoing instrument was acknowledged before me this 27th day of August, 1997, by Thomas S. Roehr, Partner, on behalf of Morris-Roehr Partnership, a Virginia General Partnership.

David S. Hays  
Notary Public

My Commission Expires: June 30, 2001

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit;

The foregoing instrument was acknowledged before me this 27th day of August, 1997, by George H. Mitchell, husband and wife.

David S. Hays  
Notary Public

My Commission Expires: June 30, 2001

HPW/lbg/897-24451

585937  
CAD 1 INC. 301-595-1120

BK0785PG1130

ALT. RTE. 15  
FALMOUTH STREET  
(VARIABLE WIDTH R/W)

N04°36'00"E  
180.00'

IPF

S67°19'38"E  
286.38'

IPF

P.I.N.#6983-68-4108-000  
GEORGE H. & DONNA M. MITCHELL  
PROPERTY  
1.1250 AC.  
+ 1.0000 AC. (FROM P.I.N.#6983-68-5340-000)  
2.1250 AC. NEW AREA

IPF

286.38'

\*THIS  
LINE  
VACA

180.00'  
S04°36'00"W

IPF

(T) 529.51'  
N67°19'38"W

LOT-8  
THE WARRENTON  
D.B. 386, PG. 246

APPROVED

BOUNDARY ADJUSTMENT

This plat is authorized as  
a Boundary Adjustment in  
accordance with Section 3-15  
of the Town of Warrenton  
Subdivision Ordinance dated  
March 15, 1991.

*Raymond P. O'Neil*  
Zoning Administrator

9-4-97

DATE

BK0785PG1132

NOTES:

1. THE IMPROVEMENTS OF THE PROPERTIES ARE NOT SHOWN. THIS PLAT IS TO SHOW THE EXCHANGE OF AREAS ONLY.
2. THE PROPERTY AS SHOWN HEREON DOES NOT LIE WITHIN THE 100YEAR FLOOD HAZARD AREA AS SHOWN ON THE H.U.D. F.I.R.M. MAPS. THIS DOES NOT CONSTITUTE A FLOOD STUDY BY THIS FIRM.
3. COMM-PANEL # 510055 0285 A EFFECTIVE DATE: NOV. 1, 1979. & COMM-PANEL # 510057 001 B EFFECTIVE DATE: AUG. 1, 1979.
4. NO TITLE REPORT FURNISHED. OTHER EASEMENTS AND/OR RIGHTS-OF-WAY MAY EXIST.
5. WETLANDS, IF ANY, NOT SHOWN.

OWNER'S CONSENT STATEMENT FOR MITCHELL PROPERTY

THIS BOUNDARY LINE ADJUSTMENT IS WITH  
THE FREE CONSENT AND IN ACCORDANCE  
WITH THE DESIRES OF THE UNDERSIGNED  
OWNERS, PROPRIETORS, AND TRUSTEES.

*10/1/97*

SURVEY



BK 0785 PG 1131

P.I.N.#6983-68-5340-000  
MORRIS-ROEHR PARTNERSHIP PROPERTY  
3.3750 AC. (AS PER D.B. 238, PG. 611)  
- 1.0000 AC. (TO BE SUBTRACT FROM P.I.N.#6983-68-5340-000 &  
ADDED TO P.I.N.#6983-68-4108-000)  
- 2.3750 AC. NEW AREA

DEED NORTH  
D.B. 386, PG. 246

S67°19'38"E  
286.38'

08-000  
JA M. MITCHELL

P.I.N.#6983-68-5340-000  
N AREA

3.38'

IPF

\*THIS PROPERTY  
LINE HEREBY  
VACATED.

180.00'  
S04°36'00"W

S66°15'09"E  
275.05'

\*NEW  
PROPERTY  
LINE

IPS

1.0000 AC.  
(TO BE ADDED TO  
P.I.N.#6983-68-4108-000  
GEORGE H. & DONNA M. MITCHELL  
PROPERTY)

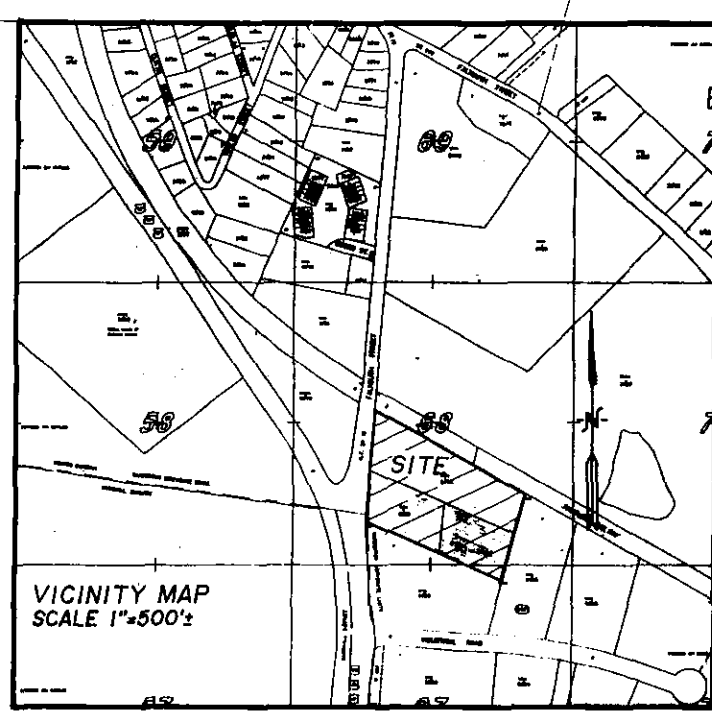
(T) 529.51'  
N67°19'38"W

243.13'

167.68'  
S14°27'17"W

LOT-7  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246

LOT-8  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246



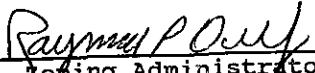
BK 0785 PG 1133

SURVEYOR'S CERTIFICATE

# APPROVED

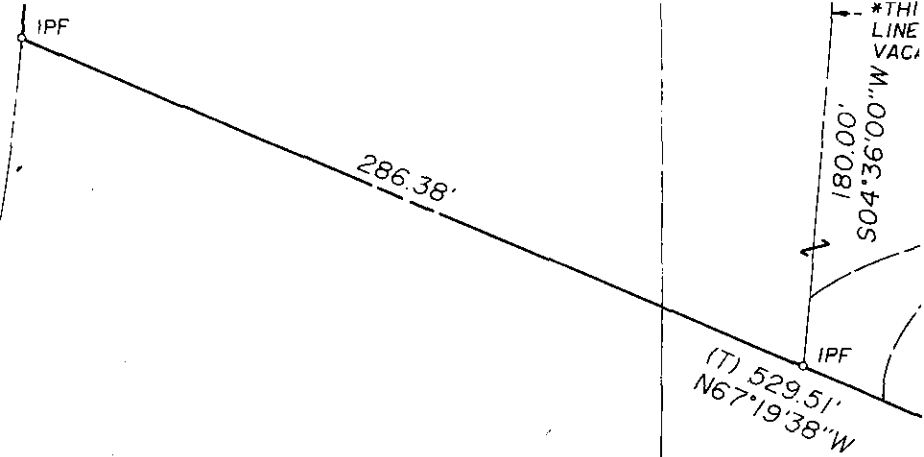
BOUNDARY ADJUSTMENT

This plat is authorized as a Boundary Adjustment in accordance with Section 3-15 of the Town of Warrenton Subdivision Ordinance dated March 15, 1991.

  
Zoning Administrator

9-4-97

DATE



LOT-8  
THE WARRENTON  
D.B. 386, PG. 246

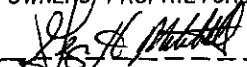
BK 0785 PG 1132

NOTES:

- 1. THE IMPROVEMENTS OF THE PROPERTIES ARE NOT SHOWN. THIS PLAT IS TO SHOW THE EXCHANGE OF AREAS ONLY.
- 2. THE PROPERTY AS SHOWN HEREON DOES NOT LIE WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON THE H.U.D. F.I.R.M. MAPS. THIS DOES NOT CONSTITUTE A FLOOD STUDY BY THIS FIRM.
- 3. NO TITLE REPORT FURNISHED. OTHER EASEMENTS AND/OR RIGHTS-OF-WAY MAY EXIST.
- 4. WETLANDS, IF ANY, NOT SHOWN.

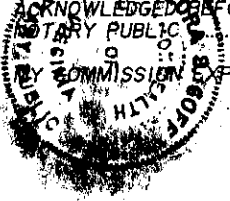
OWNER'S CONSENT STATEMENT FOR MITCHELL PROPERTY

THIS BOUNDARY LINE ADJUSTMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES.

  
Donna M. Mitchell

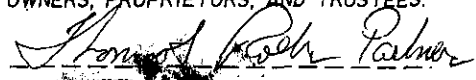
CERTIFICATE OF ACKNOWLEDGEMENT OF SIGNATURES:

CITY/COUNTY OF: Fauquier  
COMMONWEALTH/STATE OF: Virginia  
ACKNOWLEDGED BEFORE ME THIS 21<sup>st</sup> DAY August, 1997.  
NOTARY PUBLIC: William S. Harris  
MY COMMISSION EXPIRES: 6-30-2001



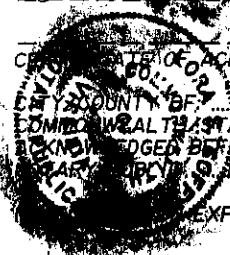
OWNER'S CONSENT STATEMENT FOR MORRIS-ROEHR PARTNERSHIP PROPERTY

THIS BOUNDARY LINE ADJUSTMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES.



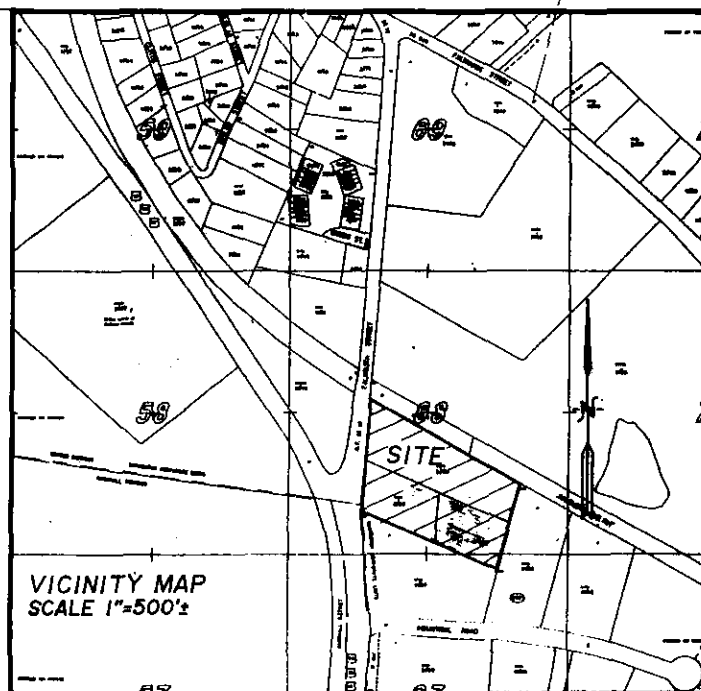
CERTIFICATE OF ACKNOWLEDGEMENT OF SIGNATURES:

CITY/COUNTY OF: Fauquier  
COMMONWEALTH/STATE OF: Virginia  
ACKNOWLEDGED BEFORE ME, THIS 18<sup>th</sup> DAY June, 1997.  
NOTARY PUBLIC: William S. Harris  
EXPIRES: 6-30-97



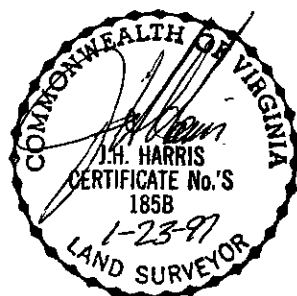
SURVEYOR  
J. JAMES HARRIS  
VIRGINIA  
KNOWLEDGE  
AND STAM  
PROFESSIO  
I FURTHER  
GEORGE H.  
AS FOUND  
BOOK 73  
BEEN BASE  
IN DEED B





I, JAMES H. HARRIS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURE AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND CERTIFIED LANDSCAPE ARCHITECTS. I FURTHER CERTIFY THE PROPERTY SHOWN HEREON LIES IN THE NAMES OF GEORGE H. & DONNA M. MITCHELL AS PER D.B. 704, PG. 46, & MORRIS-ROEHR PARTNERSHIP AS FOUND AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA, IN DEED BOOK 731 PAGE 169 . THE DETERMINATION OF THE BOUNDARY LINE HAS BEEN BASED UPON A METES AND BOUNDS DESCRIPTION AND/OR A PLAT AS FOUND IN DEED BOOK 238 BEGINNING ON PAGE 611 & EVIDENCE FOUND IN THE FIELD.

JAMES H. HARRIS LS. NO. 185-B



|                                                                                                                                                                                                                                                          |  |    |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----|--------------------------|
| DATE                                                                                                                                                                                                                                                     |  | BY | REVISION                 |
| <b>BOUNDARY LINE ADJUSTMENT PLAT</b><br><b>BETWEEN THE PROPERTIES OF</b><br><b>GEORGE H. &amp; DONNA M. MITCHELL &amp;</b><br><b>MORRIS-ROEHR PARTNERSHIP</b><br>TOWN OF WARRENTON<br>FAUQUIER COUNTY, VIRGINIA<br>SCALE 1"=50'      DATE: JAN. 23, 1997 |  |    |                          |
| <b>Carson, Harris &amp; Associates</b><br>Civil Engineering, Land Surveying, & Land Planning<br>39 Garrett Street<br>Warrenton, Virginia 22186<br>(540) 347-9191      FAX (540) 349-1905                                                                 |  |    | DES:<br>DWN: DWH<br>CHK: |

PROJECT NO. 1100 010

BK0785PG1134

VIRGINIA, IN THE CLERK'S OFFICE OF THE FAUQUIER CIRCUIT COURT

This instrument was received in this office and with  
certificate admitted to record on SEP - 5 1997

at 2:19 P. m. Tax of \$ 105.00 imposed by

Section 58.1-802 Paid. Consideration: \$ 105000.00

State Tax 57.50 County Tax 52.50

Transfer 1.00 VSLF \$1.00 Clerk 15.00 file 3.00

TOTAL 225.00 Tests: Wm P Harris Clerk



9309609  
8K0704PG0046

THIS DEED OF BARGAIN AND SALE, made this 1st day of  
OCTOBER, 1993, by and between William A. RICHARDSON and  
C. Faye RICHARDSON, husband and wife, hereinafter called  
parties of the first part, GRANTORS, and George H. MITCHELL and  
Donna M. MITCHELL, husband and wife, hereinafter called parties  
of the second part, GRANTEES:

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars  
(\$10.00) cash in hand paid, and other good and valuable  
consideration, the receipt of which is hereby acknowledged, the  
parties of the first part do hereby grant, bargain, sell and  
convey unto the parties of the second part as Tenants by the  
Entirety with Common Law Rights of Survivorship, in fee simple  
and with General Warranty of Title, and statutory English  
Covenants of Title, all that certain lot or parcel of land,  
with its improvements and appurtenances, located in the Town of  
Warrenton, COUNTY OF FAUQUIER, Virginia, and more particularly  
described as follows:

1.1250 acres located in the Town of Warrenton,  
Fauquier County, Virginia, fronting on U.S. Route  
15, according to plat and survey found of record in  
the Office of the Clerk of the Circuit Court of  
Fauquier County in Deed Book 238, page 611.

AND BEING the same property conveyed to the parties  
of the first part by Deed recorded in Deed Book 494  
page 804, among the aforesaid land records.

CONSIDERATION: \$200,000.00  
GRANTEE'S ADDRESS: 19 HEATHER COURT  
WARRENTON, VIRGINIA 22186  
TAX MAP NO. 6983-68-3272-000  
6983-68-4112-000

OCT - 1 1993  
SAB

RETURN TO  
FIRST AMERICAN TITLE INSURANCE COMPANY  
32 ASHBY STREET, SUITE 205  
WARRENTON, VA 22186

8K0704P60047

This conveyance is made subject to all easements, restrictions, rights-of-way, covenants and conditions contained in the deeds forming the chain of title to this property.

WITNESS the following signatures and seals:

William A. Richardson

William A. Richardson

C. Faye Richardson

C. Faye Richardson

STATE OF VIRGINIA

AT LARGE

; to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction as aforesaid, do hereby certify that William A. Richardson and C. Faye Richardson, whose names are signed to the foregoing deed dated the 1<sup>st</sup> day of October, 1993, personally appeared before me in my jurisdiction as aforesaid and acknowledged the same.

Given under my hand and seal this 1<sup>st</sup> day of October, 1993.

My Commission Expires: 11/30/95

Karen P. Winters  
Notary Public



VIRGINIA: IN THE CLERK'S OFFICE OF FAUQUIER CIRCUIT COURT, OCT - 1 1993

This instrument was this day received in said office and with certificate admitted to record at 2:30 P. m.

Tax of \$ 200.00 imposed by Section 58.1-802 Paid

State Tax 300.00 County Tax 100.00

Transfer Fee 1.00 Clerk's Fee 13.00 Total 614.00

Teste:

Wm D Harris Clerk

Price \$200,000.00

DEED  
877

BOOK 314 PAGE 657

Ed + mailed  
20

Daniel M. O'Connell  
N  
Culpeper St.  
Warrenton, Va

This 13 May 1975  
Paul H. Barb  
AL

THIS DEED, made this 22<sup>nd</sup> day of April, 1975, by and between

COMMONWEALTH INVESTMENT ASSOCIATES, a partnership, hereinafter referred to as GRANTOR, and RICHARDSON ELECTRIC SERVICE, INC., hereinafter referred to as GRANTEE.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE AND ENGLISH COVENANTS OF TITLE, unto the Grantee, all that certain tract or parcel of land located in the Town of Warrenton, Fauquier County, Virginia, more particularly described as follows:

1.1250 acres located in the Town of Warrenton, Fauquier County, Virginia, fronting on U.S. Route 15, according to plat and survey found of record in the Office of the Clerk of the Circuit Court of Fauquier County in Deed Book 238, Page 611.

Being the same property acquired by the Grantors by deed dated October 22, 1971 and recorded in the aforesaid Clerk's Office in Deed Book 272, Page 16.

Reference is hereby made to this deed and others in the chain of title for a more particular description of the property herein conveyed.

This conveyance is made subject to all rights-of-way, easements and restrictions of record.

WITNESS the following signature and seal.

COMMONWEALTH INVESTMENT ASSOCIATES

BY *Robert E. Lawrence*  
General Partner

BOOK 314 PAGE 658

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

I, Helen L. Adams, a Notary Public in and for  
the County aforesaid, whose commission expires on the 20<sup>th</sup> day of February,  
1975, do hereby certify that Robert E. Samigson,  
General Partner of Commonwealth Investment Associates, whose name is signed  
to the foregoing deed bearing date on the 22<sup>nd</sup> day of April, 1975, has  
acknowledged the same before me in my County aforesaid.

Given under my hand and seal this 22<sup>nd</sup> day of April, 1975.

Helen L. Adams  
Notary Public

Virginia: In the Clerk's Office of Fauquier Circuit Court, Apr. 20 - 1975

This instrument was this day received in said Office  
and with certificate admitted to record at 11:57 AM.

Tax of \$ 16<sup>00</sup> imposed by Section 58-54(b) Paid

Teste: J. H. Benson Clerk

BOOK 272 PAGE 16

1994

THIS DEED, made and entered into this 22nd  
day of October, 1971, by and between FIRST  
& MERCHANTS NATIONAL BANK, a National Banking Association,  
Grantor; and COMMONWEALTH INVESTMENT ASSOCIATES, a  
partnership, Grantee.

## W I T N E S S E T H:

That for and in consideration of the sum of  
TEN DOLLARS (\$10.00) and other valuable consideration  
paid to the Grantor by the Grantee, at and before the  
execution and delivery of this deed, the receipt of which  
is hereby acknowledged at and before the signing, sealing  
and delivery of this deed, the Grantor does hereby bargain,  
sell, grant and convey, with GENERAL WARRANTY OF TITLE,  
except as to utility easements of record or visible upon  
said property, unto the said COMMONWEALTH INVESTMENT  
ASSOCIATES, a partnership, Grantee, the following described  
real estate, to-wit:

All that certain tract or parcel of  
land located in the Town of Warrenton,  
Fauquier County, Virginia, fronting  
upon alternate U. S. Route 15 (Falmouth  
Street) containing 1.1250 acres as  
more particularly described upon a  
plat and survey recorded in Deed Book  
238 at page 611 in the Office of the  
Clerk of the Circuit Court of Fauquier  
County, Virginia, and being the same  
identical property conveyed to the  
above Grantor by William N. Deaver  
and Stanley M. Franklin, Trustees,  
by deed dated September 8, 1970,  
recorded September 10, 1970, in Deed  
Book 262 at page 205 in the Clerk's  
Office aforesaid.

Reference is hereby made to the above  
deed, plat and other records of the  
Clerk's Office aforesaid for a more  
particular description of the property  
herein conveyed.

TO HAVE AND TO HOLD the above described land  
and improvements thereon, together with all rights, ways,  
easements and appurtenances thereto belonging or in anywise

MARTIN & ALEXANDER  
ATTORNEYS AT LAW  
WARRENTON, VIRGINIA

End. & Mailed  
To:  
Martin, Alexander  
& Robertson  
Attys At Law  
Warrenton, Va  
this 9 Nov. 1971  
Marilyn Brauer  
Dep. clerk



- 2 -

appertaining, unto the said Grantee, with ENGLISH COVENANTS  
OF TITLE, in fee simple, forever.

The execution of this deed by W. Ellis Markham, III  
\_\_\_\_\_ and the attestation thereof and the impression  
of the corporate seal hereon by Richard A. Coleman  
\_\_\_\_\_ was authorized at a meeting of the Board of  
Directors held on the 13th day of October, 1971,

WITNESS the following signatures and seals.

FIRST & MERCHANTS NATIONAL BANK

By: W. Ellis Markham, III (SEAL)

ATTEST:

Richard A. Coleman  
Vice Pres.

STATE OF VIRGINIA )

COUNTY OF Arlington )

to-wit:

I Jean H. Wilder, a Notary Public  
in and for the County and State aforesaid, whose commission  
as such shall expire on May 14, 1973, do hereby  
certify that W. Ellis Markham, III and Richard A.  
Coleman whose names are signed to the foregoing  
deed as Asst. Cashier and Vice President respectively  
of First & Merchants National Bank, a National Banking  
Association, have acknowledged the same before me in my  
County and State aforesaid.

GIVEN under my hand this 26th day of Oct.  
1971.

Jean H. Wilder  
Notary Public

Virginia: In the Clerk's Office of Fauquier Circuit Court, Oct 27-1971

This instrument was this day received in said Office  
and with certificate admitted to record at 11:30 AM.

Tax of \$ 5.50 imposed by Section 58-54(b) Paid

Teste: J. H. Brown Clerk

MARTIN & ALEXANDER  
ATTORNEYS AT LAW  
WARRENTON, VIRGINIA

BOOK 494 PAGE 804

3595

DEED

THIS DEED, made and entered into this 28th day of June, 1985, by and between RICHARDSON ELECTRIC SERVICE, INC., a Virginia corporation, hereinafter referred to as the Grantor, and WILLIAM A. RICHARDSON and C. FAYE RICHARDSON, as tenants in common, hereinafter referred to as Grantees.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE unto the Grantees as tenants in common in equal one-half shares all that certain tract or parcel of land located in the Town of Warrenton, Fauquier County, Virginia, more particularly described as follows:

1.1250 acres located in the Town of Warrenton, Fauquier County, Virginia, fronting on U.S. Route 15, according to plat and survey found of record in the Office of the Clerk of the Circuit Court of Fauquier County in Deed Book 238, page 611.

Being the same property acquired by the Grantor herein by deed dated April 22, 1975, and recorded in the aforesaid Clerk's Office in Deed Book 314, page 657.

Reference is hereby made to this deed and others in the chain of title for a more particular description of the property herein conveyed.

This conveyance is made subject to all rights-of-way, easements and restrictions of record.

Grantees Address: P. O. Box 234  
Warrenton, VA 22186

Examined and  
Returned To:

O'Connell & Mayhugh  
82 Main Street  
Warrenton, VA 22186

RETURN TO: JUL 8 1985  
P.S. Gray  
Assessor

BOOK 494 PAGE 805

WITNESS the following signature and seal.

RICHARDSON ELECTRIC SERVICE, INC.

By: William A. Richardson  
William A. Richardson, President

STATE OF VIRGINIA

COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 28  
day of June, 1985, by William A. Richardson, President of Richardson  
Electric Service, Inc.

Marne Hargrave  
Notary Public



My commission expires: 11/12/88

Virginia In the Clerk's Office of Fauquier Circuit Court JUL 1 1985

This instrument was this day received in said Office and with  
certificate admitted to record at 12:10 P.M.

Tax of \$ 40.50 imposed by Section 58-54.1 Paid  
State Tax 60.60 County Tax 20.20  
Transfer Fee 1.00 Clerks Fee 10.00 Total 132.30

CONSIDERATION  
\$ 40,330.00

Teste J. H. Pearson Clerk

BK 0952 PG 0867

02 07203

Tax Map Pin Number: 6983-68-5113-000  
Consideration: \$475,000.00

THIS DEED

made and entered into this 26 day of April, 2002, by and between GEORGE H. MITCHELL and DONNA M. MITCHELL, husband and wife, Grantor; and SKYWARD LLC, A Virginia Limited Liability Company, Grantee;

WITNESSETH:

that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby BARGAIN, SELL, GRANT and CONVEY with GENERAL WARRANTY OF TITLE, unto the Grantee, all the following described property, to-wit:

ALL THAT certain lot or parcel of land lying and being situate in the Town of Warrenton, Fauquier County, Virginia, containing 2.1250 acres, more or less, as shown on plat of survey prepared by Carson & Harris, Surveyors, dated February 27, 2002, entitled "Plat Showing Boundary and Improvements Survey on the Property of George H. Mitchell and Donna M. Mitchell", attached hereto and made a part hereof.

AND BEING the same property conveyed to George H. Mitchell and Donna M. Mitchell, husband and wife, by Deed from William A. Richardson and C. Faye Richardson, husband and wife, dated October 1, 1993, recorded in Deed book 704, page 46, in the aforesaid Clerk's Office.

AND FURTHER BEING the same property conveyed to George H. Mitchell and Donna M. Mitchell, husband and wife, by Boundary Line Adjustment Deed from Morris-Roehr Partnership, a Virginia General Partnership, dated August 1, 1998, recorded in Deed Book 785, page 1127, in the aforesaid Clerk's Office.

This conveyance is made expressly subject to easements, restrictions and rights-of-way of record.

GRANTEE ADDRESS:  
4562 Broken Hills Rd  
Warrenton, VA  
20187

MAY - 1 2002

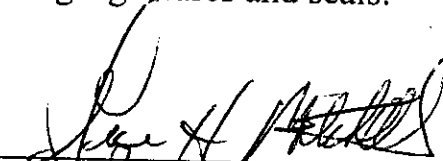
Examined and  
Returned to:

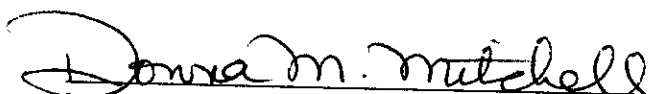
WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER HALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

TO HAVE AND TO HOLD the said land and premises, together with all rights, ways, appurtenances and easements thereto belonging, or in anywise appertaining unto the said Grantee and its successors in fee simple, forever.

The Grantors covenant that they are seised of the aforesaid land, that they have the right to convey said land, that the Grantee will have quiet possession of the same, free from all encumbrances, that they, the Grantors, will execute such further assurances as may be deemed requisite, and that they have done no act to encumber the said land.

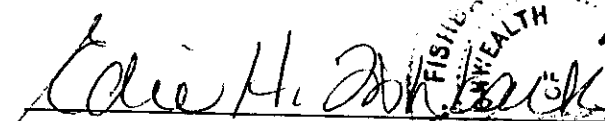
WITNESS the following signatures and seals:

  
George H. Mitchell (SEAL)

  
Donna M. Mitchell (SEAL)

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 30 day of April, 2002, by George H. Mitchell, married.

  
Notary Public



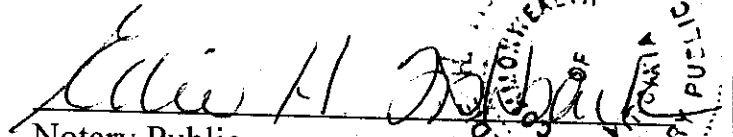
My Commission Expires: 8/3/05



BK 0952 PG 0869

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 26 day of April, 2002, by Donna M. Mitchell, married.

  
Notary Public

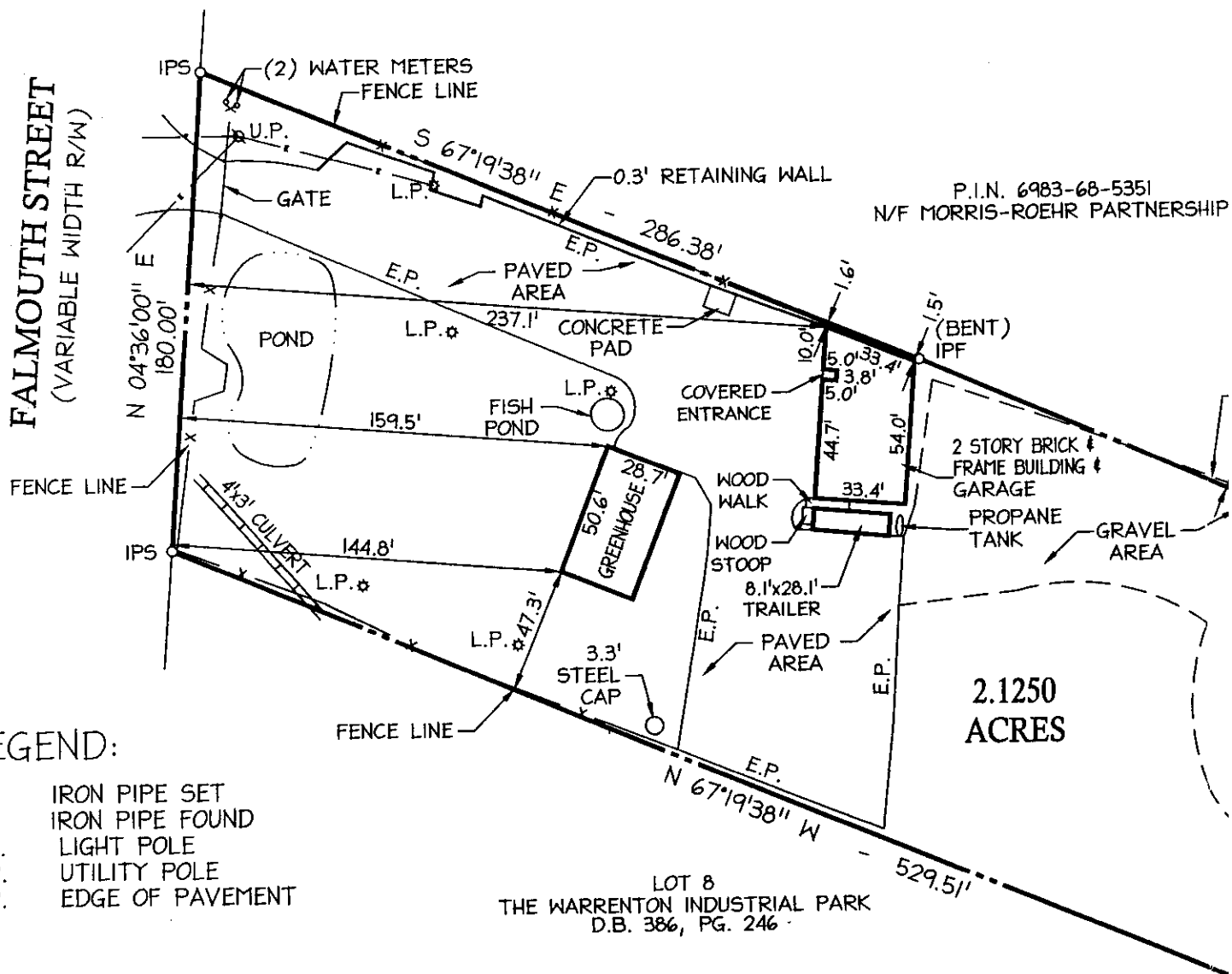
My Commission Expires: 8/31/05

Document Prepared By:  
Walker, Jones, Lawrence, Duggan & Savage, P.C.

JRP/29101/ef

BK 0952 PG 0870

FALMOUTH STREET  
(VARIABLE WIDTH R/W)



LEGEND:

- IPS IRON PIPE SET
- IPF IRON PIPE FOUND
- L.P. LIGHT POLE
- U.P. UTILITY POLE
- E.P. EDGE OF PAVEMENT

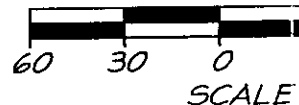
LOT 8  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246

SURVEYOR'S CERTIFICATE

I, ERIC K. NISKANEN, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND CERTIFIED LANDSCAPE ARCHITECTS, I FURTHER CERTIFY THE PROPERTY SHOWN HEREON LIES IN THE NAMES OF GEORGE H. MITCHELL & DONNA M. MITCHELL - DEED BOOK 704, PAGE 46 & DEED BOOK 785, PAGE 1127 AS FOUND AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.

*Eric K Niskanen*

ERIC K. NISKANEN L.S. NO. 2244



FILENAME: H:\Dwgs\PLAT\02020-10 BOUNDARY SURVEY

PLOT DATE:

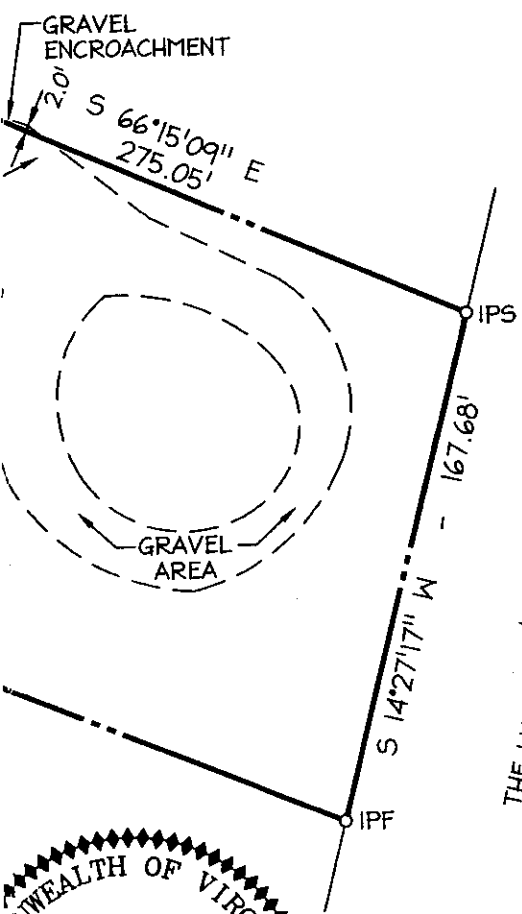
NOTES:

BK0952PG0871

1. THE PROPERTY SHOWN IS NOT LOCATED WITHIN A H.U.D. DEFINED FLOOD HAZARD. COMM-PANEL#510055 0285 A & 510057 0001 B EFFECTIVE DATE: NOV. 1, 1979 & AUG. 1, 1979. THIS DOES NOT CONSTITUTE A FLOOD STUDY BY THIS FIRM.
2. NO TITLE REPORT FURNISHED. OTHER EASEMENTS AND/OR RIGHTS-OF WAY MAY EXIST.
3. WETLANDS, IF ANY, NOT SHOWN.
4. P.I.N. 6983-68-5113

IP

RECORD NORTH



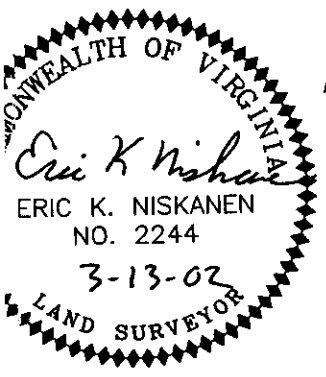
This does not constitute a subdivision and may be entered to record.

*Russell Ruff* 03-27-02  
Zoning Administrator Date

LOT 7  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246

PLAT SHOWING  
BOUNDARY AND IMPROVEMENT SURVEY  
ON THE PROPERTY OF  
**GEORGE H. MITCHELL & DONNA M. MITCHELL**

DEED BOOK 704, PAGE 46 & DEED BOOK 785, PAGE 1127  
TOWN OF WARRENTON  
FAUQUIER COUNTY, VIRGINIA  
SCALE: 1"=60' FEBRUARY 27, 2002



PROJECT #02020-10

60 120  
E IN FEET

3/13/2002



# CARSON HARRIS

ENGINEERS . SURVEYORS . PLANNERS

39 Garrett Street • Warrenton, Virginia 20186  
Phone: (540) 347-9191 Fax: (540) 349-1905  
[www.carsonharris.com](http://www.carsonharris.com)

BK 0952 PG 0872

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT  
FOR THE COUNTY OF FAUQUIER, **MAY - 1 2002**

This instrument was this day received in said Office and  
with certificate admitted to record at 11:38 A. m.  
Tax of \$ 475.00 Imposed by §58.1-802 Paid.  
Consideration: \$ 475,000.00  
Clerk's Fee: ~~616~~ (1-10 pg), \$31 (11-30 pg.), \$51 (over 31 pg.)  
(includes \$1.50 Library Fee) \$3.00 Tech Fee  
TOTAL PAID: \$ 4,455.00

TESTE: Gail H Barb, CLERK

BK 0952 PG 0867

02 07203

Tax Map Pin Number: 6983-68-5113-000  
Consideration: \$475,000.00

THIS DEED

made and entered into this 26 day of April, 2002, by and between GEORGE H. MITCHELL and DONNA M. MITCHELL, husband and wife, Grantor; and SKYWARD LLC, A Virginia Limited Liability Company, Grantee;

WITNESSETH:

that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby BARGAIN, SELL, GRANT and CONVEY with GENERAL WARRANTY OF TITLE, unto the Grantee, all the following described property, to-wit:

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AND FURTHER BEING the same property conveyed to George H. Mitchell and Donna M. Mitchell, husband and wife, by Boundary Line Adjustment Deed from Morris-Roehr Partnership, a Virginia General Partnership, dated August 1, 1998, recorded in Deed Book 785, page 1127, in the aforesaid Clerk's Office.

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GRANTEE ADDRESS:  
4562 Broken Hills Rd  
Warrenton, VA  
20187

MAY - 1 2002

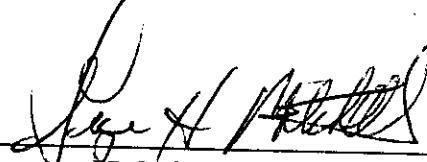
Examined and  
Returned to:

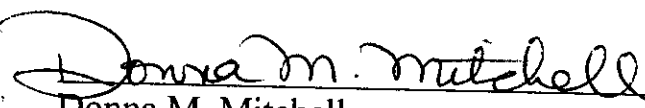
WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER HALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

TO HAVE AND TO HOLD the said land and premises, together with all rights, ways, appurtenances and easements thereto belonging, or in anywise appertaining unto the said Grantee and its successors in fee simple, forever.

The Grantors covenant that they are seised of the aforesaid land, that they have the right to convey said land, that the Grantee will have quiet possession of the same, free from all encumbrances, that they, the Grantors, will execute such further assurances as may be deemed requisite, and that they have done no act to encumber the said land.

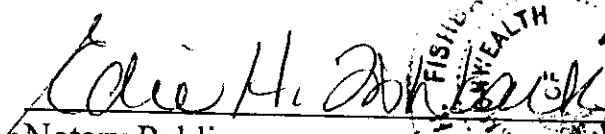
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George H. Mitchell (SEAL)

  
Donna M. Mitchell (SEAL)

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 30 day of April, 2002, by George H. Mitchell, married.

  
Notary Public



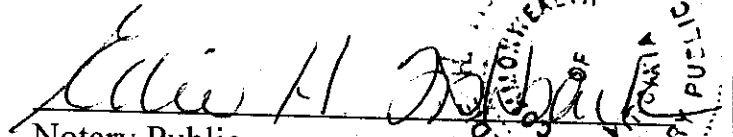
My Commission Expires: 8/3/05



BK 0952 PG 0869

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 26 day of April, 2002, by Donna M. Mitchell, married.

  
Notary Public

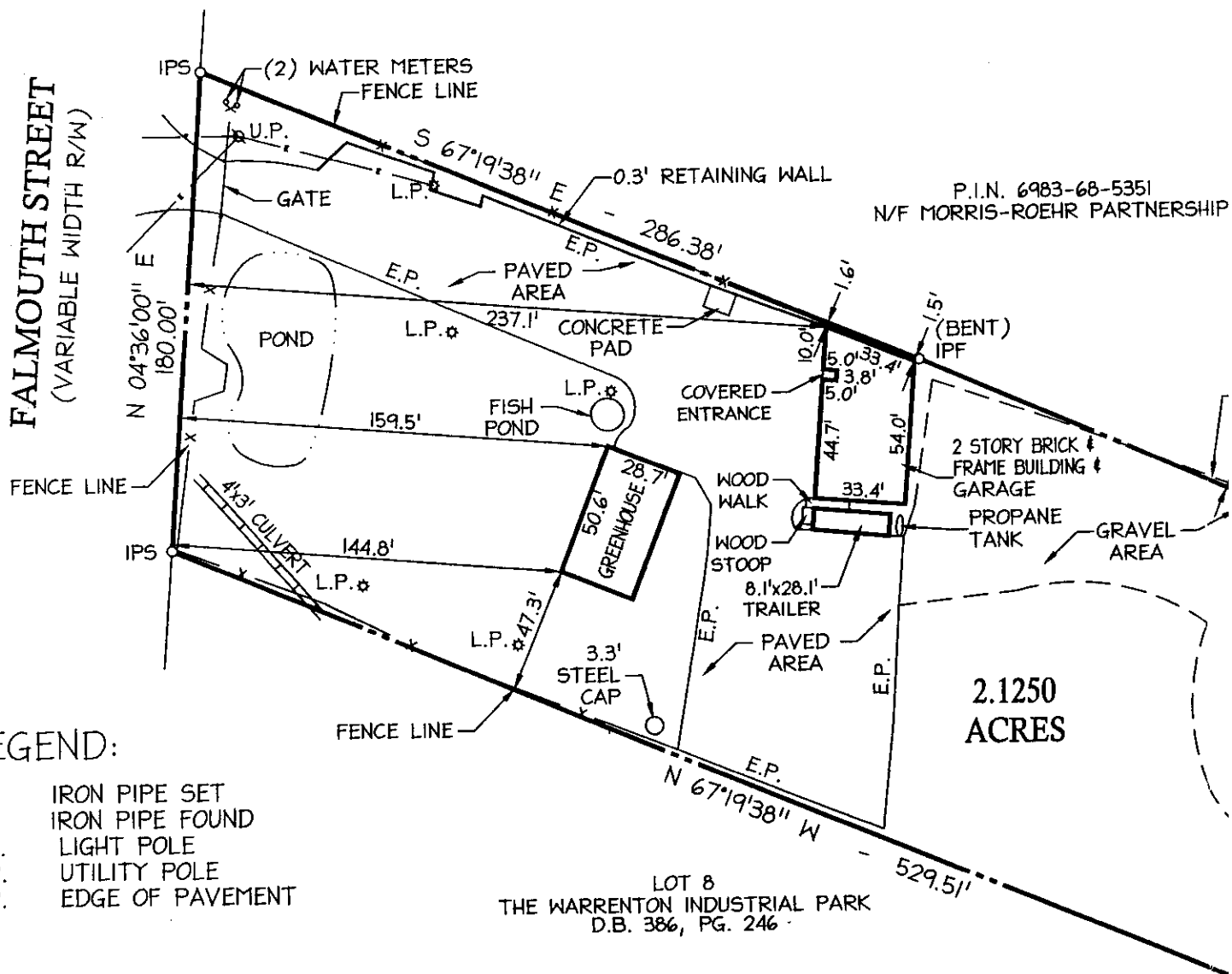
My Commission Expires: 8/31/05

Document Prepared By:  
Walker, Jones, Lawrence, Duggan & Savage, P.C.

JRP/29101/ef

BK 0952 PG 0870

FALMOUTH STREET  
(VARIABLE WIDTH R/W)

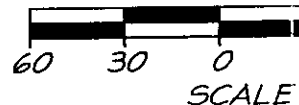


## SURVEYOR'S CERTIFICATE

I, ERIC K. NISKANEN, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND CERTIFIED LANDSCAPE ARCHITECTS, I FURTHER CERTIFY THE PROPERTY SHOWN HEREON LIES IN THE NAMES OF GEORGE H. MITCHELL & DONNA M. MITCHELL - DEED BOOK 704, PAGE 46 & DEED BOOK 785, PAGE 1127 AS FOUND AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.

*Eric K Niskanen*

ERIC K. NISKANEN L.S. NO. 2244



FILENAME: H:\Dwgs\PLAT\02020-10 BOUNDARY SURVEY

PLOT DATE:

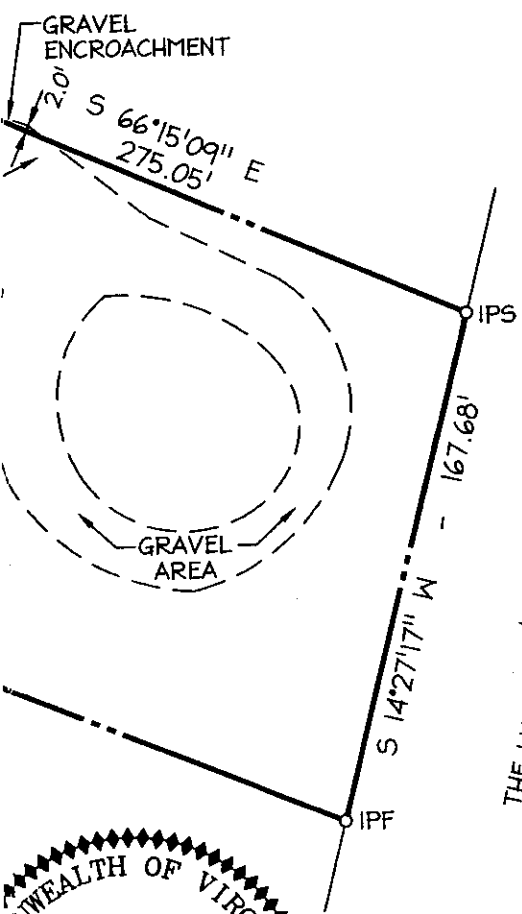
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BK0952PG0871

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3. WETLANDS, IF ANY, NOT SHOWN.
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IP

RECORD NORTH



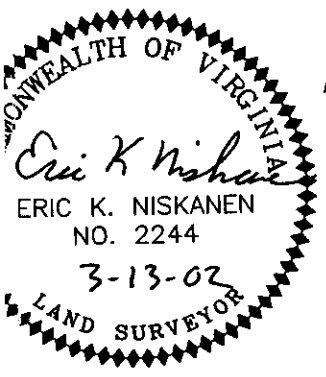
This does not constitute a subdivision and may be entered to record.

*Russell Ruff* 03-27-02  
Zoning Administrator Date

LOT 7  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246

PLAT SHOWING  
BOUNDARY AND IMPROVEMENT SURVEY  
ON THE PROPERTY OF  
**GEORGE H. MITCHELL & DONNA M. MITCHELL**

DEED BOOK 704, PAGE 46 & DEED BOOK 785, PAGE 1127  
TOWN OF WARRENTON  
FAUQUIER COUNTY, VIRGINIA  
SCALE: 1"=60' FEBRUARY 27, 2002



PROJECT #02020-10

60 120  
E IN FEET

3/13/2002



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Phone: (540) 347-9191 Fax: (540) 349-1905

[www.carsonharris.com](http://www.carsonharris.com)

BK 0952 PG 0872

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FOR THE COUNTY OF FAUQUIER, **MAY - 1 2002**

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TOTAL PAID: \$ 4,455.00

TESTE: Gail H Barb, CLERK