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Fauquier County, VA  
Gail H Barb Clerk of Circuit Court  
File# 2024-00006133

58.1-811(A)3  
17.1-266

Correct as to Form:  
Martin Crim, Esq.  
Sands Anderson PC

BK 1777 PG 1700-1717

## DEED OF TRAIL EASEMENT

THIS DEED OF EASEMENT ("Deed") made and granted and conveyed this 5 day of August, 2024, by COUNTY SCHOOL BOARD OF FAUQUIER COUNTY ("Owner") (INDEX AS GRANTOR) to the TOWN OF WARRENTON, VIRGINIA, a municipal corporation (INDEX AS GRANTEE) for the purpose of a STORM DRAINAGE, and TEMPORARY CONSTRUCTION EASEMENT.

### WITNESSETH

WHEREAS, Grantor conveyed to Grantee a trail easement by a Deed of Trail Easement recorded in Book 1747 at pages 2149-2166 of the land records of Fauquier County (the "Former Deed"), and

WHEREAS, Grantor and Grantee desire to replace the Former Deed and to grant an additional easement for Phase 2 of the Timber Fence Trail, property involved is 6974-76-0449-000;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the Town, its successors and assigns, in perpetuity, (i) an easement or easements as identified in the attached plat (hereinafter collectively referred to as the "Easement" and incorporated herein) which may be utilized for the purpose of construction, operating, maintaining (including replacement and repair), adding to and/or altering any trails, sidewalks and facilities appurtenant thereto installed in the Easement, and (ii) the fee simple of all such trail, sidewalks, and facilities appurtenant thereto or hereafter installed in the Easement by the Town, Owner's property and the said Easement being more particularly bounded and shown as "existing 20' WIDE TRAIL EASEMENT, New Storm Drainage Easement Hereby Granted" and the "Temporary Construction Easement", to be vacated upon completion of construction, or by November 30<sup>th</sup>, 2027, whichever comes first, on the plat titled "PLAT SHOWING EASEMENT DEDICATION ON THE PROPERTIES OF THE COUNTY SCHOOL BOARD OF FAUQUIER COUNTY," prepared by Walter C. Sampsell III of Carson Land Consultants, dated March 23, 2024, sealed May 14, 2024(the "Plat"), which is attached hereto, recorded herewith, and made a part hereof.

The Grantor by the execution of this instrument acknowledges that the plans for the project as they affect the Grantor's property have been fully explained to the Grantor or the Grantor's authorized representative.

The Grantor by the execution of this instrument acknowledges that the easement being conveyed hereunder is being donated to the Town of Warrenton for public trail use. The Grantor also acknowledges that the Grantor is entitled to be compensated for the easement hereby conveyed and, pursuant to Virginia Code Section 25.1-417 and by this donation, hereby waives Grantor's right to an appraisal and compensation.

TOWN OF WARRENTON

EXAMINED &  
RETURNED

FURTHER, the parties agree as follows:

1. The Town and its officials, employees, and agents shall have full and free use of the said Easement area for the purposes stated, and shall have all rights and privileges reasonably necessary to the convenient exercise of such activities, including the right of access to and from the Easement and the right to use land abutting and/or adjacent to the Easement where and when such is reasonably necessary for the convenient and efficient exercise of construction, inspection, alteration, repair, and/or other maintenance activities relating to the trail/sidewalks governed by this Deed.

2. The Town shall have the right to trim, cut and/or remove trees and shrubbery and to remove fences, structures, and other obstructions or facilities in the Easement or the airspace over it, which are deemed by the Town to interfere with the proper and efficient construction, operation, alteration, repair, and/or other maintenance of the trail or sidewalks, or any portion thereof, or with the public's safe use of any trail or sidewalk governed by this Deed. The Town shall continue to own any and all improvements made by it in the Easement whether or not such improvements are affixed to the real estate over which the Easement lies.

3. The Town, at its own expense, shall restore to its original condition, as nearly as practicable, any of Owner's property disturbed by the Town in connection with activities undertaken pursuant to the provisions of Paragraphs numbered 1 and 2 above, but such restoration shall include only the reseeding or resodding of lawns, the reseeding of pasture areas, the replacement or repair of any authorized pavement which has been disturbed, any appropriate backfilling of trenches, the reinstallation of any fence removed, and the planting of young shrubs in replacement of shrubs removed or destroyed by the Town. Moreover, with respect to Owner's property abutting and/or adjacent to the Easement, (a) the Town shall plant young trees in replacement of trees removed or destroyed by the Town, and (b) other structures and facilities removed by the Town shall either be replaced by the Town or, at the Town's option, Owner shall be reasonably compensated by the Town for the value of any structure or facility removed, considering the condition of same. The foregoing provisions of this Paragraph numbered 3 notwithstanding, the Town need not replace any trees or shrubs or other structures, obstructions, or facilities planted, installed or constructed in violation of the provisions of Paragraph numbered 4 below.

4. Owner shall not erect any building or any structure, other than a Town approved trail/sidewalk, plant any tree, change the existing ground elevation, or permit any such thing to be done within the Easement without obtaining the prior written approval of the Town. Moreover, Owner shall not erect any building or any other structure, plant any tree or shrub, or change the existing ground elevation on any land abutting and/or adjacent to the Easement if such action would damage or impair the use of the sidewalk, or any portion thereof, or render such sidewalk unsuitable or unsafe for public use by pedestrians, bicyclists or persons under a disability, or could unreasonably impair the Town's convenient exercise of construction, maintenance or other authorized activities in relation to the sidewalk, and neither shall Owner grant permission to any other person or entity for any such thing to be done without obtaining the prior written approval

of the Town.

6. Town agrees to install in the Easement, at Town's expense, for maintenance by the Town, within two years (2) years of Owner's execution of this Deed or within such shorter period of time as may be agreed upon by Owner and the Town by separate written agreement, sidewalk facilities in accordance with Town standards and requirements and in accordance with a Town-approved plan.

7. Owner and the Town hereby agree that the purpose of the Easement is for public use and enjoyment, and that both parties agree that said benefit shall be binding in perpetuity unless both parties agree to amend, move, or abolish the Easement in writing due to changes in needs by either public entity or their successors and assigns. Notwithstanding the foregoing, the public shall not be deemed or considered to be a third-party beneficiary of the Easement or of any of the terms and provisions of this Deed, and no member or members of the public or any citizens or residents of the Town shall have right to seek enforcement of any of such terms and provisions in any legal proceeding or court of law or equity.

7. The provisions and covenants of this Deed shall run with the land and shall remain binding upon Grantors and their respective successors in interest. Moreover, all references in this Deed to the Town shall refer to the Town and likewise to its successors and assigns, and all references to the officials, employees, and agents of the Town shall likewise refer to the officials, employees, and agents of the Town's successors and assigns.

8. The Town's execution of this Deed, by signature of its Town Manager, shall attest to and signify the Town's acceptance of the Easement in accordance with the terms of this Deed and the Town's acceptance of the fee simple of any sidewalks now or hereafter installed therein by the Town or by others with its approval.

9. This Deed supersedes and replaces the Former Deed.

WITNESS the following signatures and seals:

*[The remainder of this page is intentionally left blank.  
Signatures appear on the following page.]*

FAUQUIER COUNTY SCHOOL BOARD

By: Susan Pauling (SEAL)  
Authorized Signatory

Print name and title: Susan Pauling, School Board Chair

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAUQUIER, to-wit:

I, Dena Jane Rhodes, Notary Public in and for the State and County aforesaid, do certify that Susan Pauling, whose name is signed to the writing above, bearing date on the 5 day of August, 2024, has acknowledged the same before me.

Given under my hand this 5 day of August, 2024.

Dena Jane Rhodes  
NOTARY PUBLIC

My commission expires: 10/31/2025.



ACCEPTED PURSUANT TO VIRGINIA CODE § 15.2-1803:

TOWN OF WARRENTON, VIRGINIA:  
A Municipal Corporation

By:  (SEAL)  
Town Manager

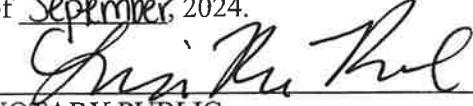
Attest:   
Town Recorder

Approved as to form:   
Town Attorney

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAUQUIER, to-wit:

I, Lyndie Paul, a Notary Public in and for the State and County aforesaid, do certify that Frank Cassidy, whose name is signed to the writing above, bearing date on the 10<sup>th</sup> day of September, 2024, has acknowledged the same before me.

Given under my hand this 10<sup>th</sup> day of September, 2024.

  
NOTARY PUBLIC

My commission expires: 01-24-2027.



**NOTES:**

1. THE SUBJECT PROPERTIES ARE LOCATED ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 51061C 0302C, DATED FEB. 6, 2008. THE PROPERTIES ARE LOCATED IN ZONE X. THIS DOES NOT CONSTITUTE A FLOOD STUDY BY THIS FIRM.  
 2. WETLANDS, IF ANY, NOT SHOWN.  
 3. NO TITLE REPORT FURNISHED. EASEMENTS AND/OR RIGHTS-OF-WAY MAY EXIST.  
 4. THE PROPERTIES ARE CURRENTLY ZONED PSP.  
 5. FAUQUIER COUNTY PINS 6974-76-0449-000, 6974-75-6925-000, 6974-75-6703-000 & 6974-86-3278-000.  
 6. BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM DEED BOOK 501, PAGE 320, DEED BOOK 504, PAGE 181, DEED 1226, PAGE 23 AND DEED BOOK 1482, PAGE 507.  
 7. IMPROVEMENTS EXIST AND ARE NOT SHOWN HEREON.  
 8. OWNER: THE COUNTY SCHOOL BOARD OF FAUQUIER COUNTY  
 320 HOSPITAL DRIVE SUITE 40  
 WARRENTON, VA 20186

**EASEMENT LINE DATA**

LINE	BEARING	DISTANCE
EL1	N 35°32'45" E	37.49'
EL2	N 16°09'57" E	71.26'
EL3	N 26°10'26" E	15.00'
EL4	N 30°19'58" E	168.20'
EL5	N 27°10'10" E	115.54'
EL6	N 27°12'31" E	73.68'
EL7	N 27°48'45" E	40.72'
EL8	N 35°14'07" E	44.61'
EL9	N 44°21'57" E	50.18'
EL10	N 53°39'30" E	32.78'
EL11	N 30°55'35" W	11.16'
EL12	N 55°38'44" E	30.16'
EL13	N 02°53'31" E	13.34'
EL14	N 47°34'07" E	21.50'
EL15	N 79°24'41" E	14.60'
EL16	N 25°08'48" E	28.83'
EL17	N 83°56'28" E	32.67'
EL18	N 11°52'05" E	16.30'
EL19	N 75°48'39" E	39.11'
EL20	N 50°45'33" E	17.60'
EL21	N 62°34'27" E	15.00'
EL22	N 39°17'53" E	17.25'
EL23	N 12°25'34" W	27.84'
EL24	N 04°10'07" W	167.22'
EL25	N 09°57'51" W	161.58'
EL26	N 36°32'52" E	28.52'
EL27	N 60°16'43" E	31.77'
EL28	N 84°39'32" E	31.83'
EL29	S 78°35'50" E	32.28'
EL30	N 79°05'48" E	16.40'
EL31	N 48°42'12" E	18.99'
EL32	N 74°25'25" E	22.83'

**EASEMENT LINE DATA**

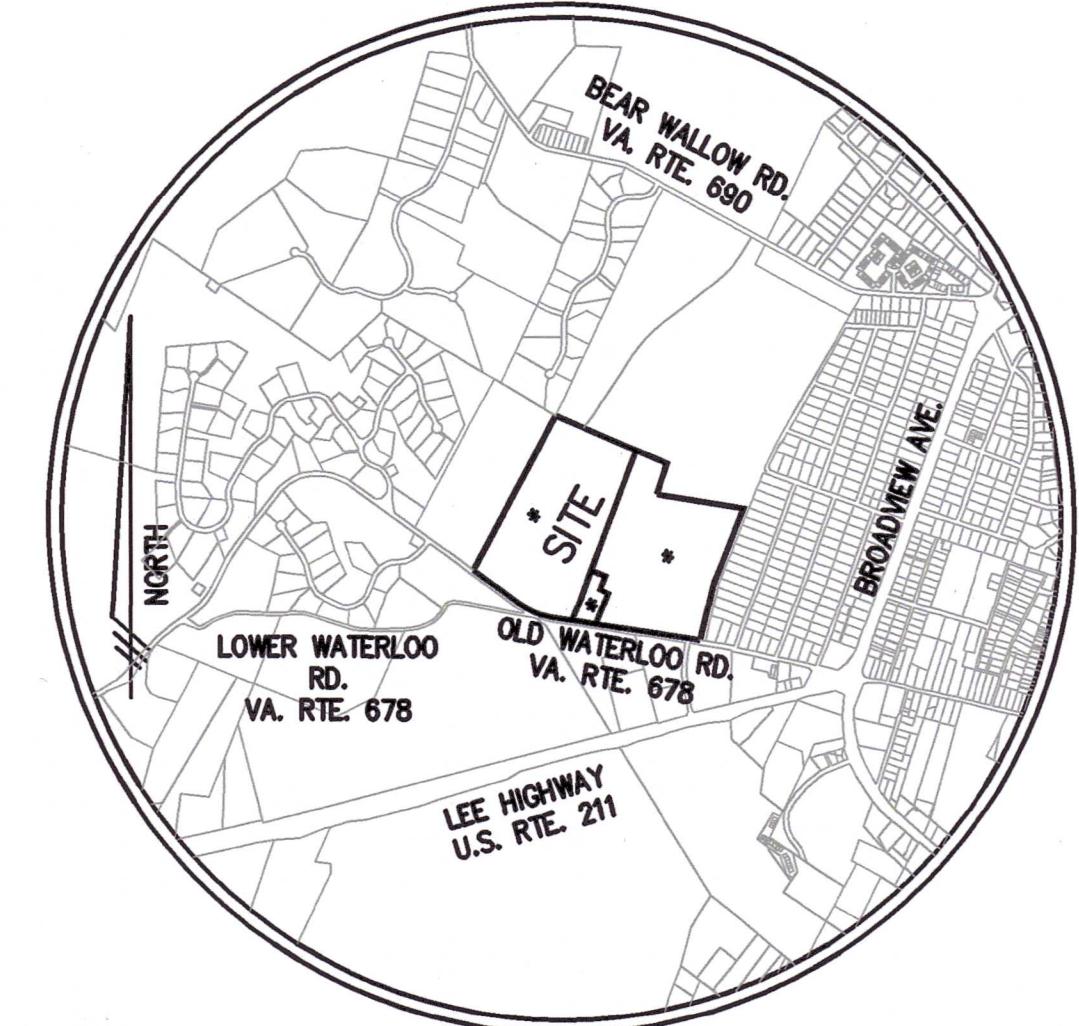
LINE	BEARING	DISTANCE
EL33	S 89°07'49" E	30.68'
EL34	S 78°14'09" E	66.82'
EL35	S 86°45'22" E	45.07'
EL36	S 82°42'51" E	73.24'
EL37	S 77°26'02" E	16.20'
EL38	S 64°00'05" E	33.10'
EL39	N 33°04'03" E	55.54'
EL40	N 04°56'54" E	15.00'
EL41	N 21°43'56" E	60.66'
EL42	N 06°03'54" E	93.19'
EL43	N 54°04'54" E	35.00'
EL44	N 73°58'40" E	39.60'
EL45	N 44°16'01" E	47.89'
EL46	S 51°10'39" E	15.66'
EL47	S 79°24'17" W	28.60'
EL48	N 00°42'00" E	92.91'
EL49	N 36°06'19" E	53.41'
EL50	S 36°57'06" E	37.90'
EL51	S 19°52'09" W	22.71'
EL52	S 00°07'31" W	70.40'
EL53	S 10°55'15" W	20.58'
EL54	S 24°10'42" W	24.56'
EL55	S 39°05'23" W	18.15'
EL56	S 23°27'53" E	26.30'
EL57	S 62°57'07" W	60.03'
EL58	N 47°53'49" W	29.67'
EL59	S 73°34'37" W	26.91'
EL60	S 48°43'59" W	26.00'
EL61	S 35°26'03" W	61.56'
EL62	S 01°23'47" W	56.92'
EL63	S 04°56'54" W	15.00'
EL64	S 20°57'44" W	58.79'

**EASEMENT LINE DATA**

LINE	BEARING	DISTANCE
EL65	S 33°22'04" W	26.62'
EL66	S 46°53'11" W	22.04'
EL67	S 72°28'14" W	26.60'
EL68	N 86°12'21" W	34.08'
EL69	N 87°19'00" W	77.88'
EL70	N 79°04'44" W	73.57'
EL71	N 84°34'17" W	16.00'
EL72	S 71°03'58" W	15.43'
EL73	S 56°31'02" W	24.43'
EL74	S 06°03'54" E	36.81'
EL75	S 78°45'17" W	14.85'
EL76	N 34°11'53" W	13.57'
EL77	N 89°13'43" W	12.89'
EL78	S 05°55'12" W	33.55'
EL79	S 29°38'17" W	22.21'
EL80	S 79°33'28" W	16.71'
EL81	S 11°23'46" E	22.63'
EL82	N 89°48'26" E	49.05'
EL83	S 14°37'51" E	35.50'
EL84	S 14°28'59" W	99.86'
EL85	S 89°27'40" W	16.94'
EL86	S 05°03'55" E	111.74'
EL87	S 01°52'01" E	14.36'
EL88	S 16°18'42" W	20.22'
EL89	S 17°07'07" W	40.49'
EL90	S 62°34'27" W	15.00'
EL91	S 33°32'36" W	41.46'
EL92	N 84°34'35" W	22.25'
EL93	S 24°19'47" W	21.37'
EL94	N 85°39'58" W	22.52'
EL95	S 37°36'09" W	20.92'
EL96	S 85°37'34" W	37.50'

**APPROVAL BLOCK**

Date 10-1-24  
 Approved  
J. Jenkins  
 Community Development

**OWNER'S CONSENT STATEMENT**

THE TRAIL EASEMENT OF THE FOLLOWING DESCRIBED LAND IDENTIFIED AS THE PROPERTY OF:  
 THE COUNTY SCHOOL BOARD OF FAUQUIER COUNTY  
 IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED  
 OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

Susan Pauling  
 SIGNATURE  
Susan Pauling Board Chair  
 PRINT NAME TITLE PRINT NAME TITLE

**CERTIFICATE OF ACKNOWLEDGEMENT:**

CITY/COUNTY OF Fauquier  
 COMMONWEALTH/STATE OF Virginia

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 26 DAY OF September 2024  
 BY Dena Jane Rhodes

Dena Jane Rhodes  
 NOTARY PUBLIC  
 File# 2024-00006183

MY COMMISSION EXPIRES: 10/31/2025

**SURVEYOR'S CERTIFICATE**

I, WALTER C. SAMPSELL, III, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS EASEMENT DEDICATION TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND IS BASED ON A CURRENT FIELD SURVEY

I FURTHER CERTIFY THE PROPERTIES SHOWN HEREON LIE IN THE NAME OF  
 THE COUNTY SCHOOL BOARD OF FAUQUIER COUNTY

- DEED BOOK 211, PAGE 114, DEED BOOK 501, PAGE 320 & DEED BOOK 504, PAGE 181  
 AS FOUND AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.

**PLAT SHOWING  
EASEMENT DEDICATION  
ON THE PROPERTIES OF****THE COUNTY SCHOOL BOARD OF  
FAUQUIER COUNTY**

DEED BOOK 211, PAGE 114, DEED BOOK 501, PAGE 320  
 DEED BOOK 504, PAGE 181, DEED BOOK 1226, PAGE 23 (BLA)

DEED BOOK 1482, PAGE 507

TOWN OF WARRENTON

FAUQUIER COUNTY, VIRGINIA

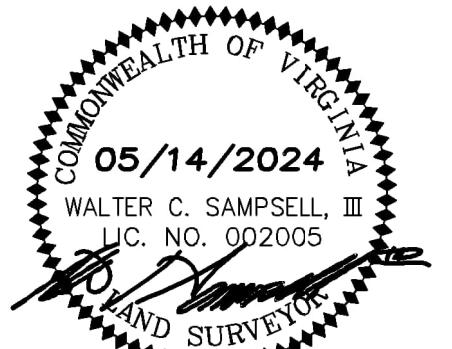
MARCH 23, 2024

PROJECT #2013-054-10 SHEET 1 OF 3



PLAT SHOWING  
EASEMENT DEDICATION  
ON THE PROPERTIES OF  
THE COUNTY SCHOOL BOARD OF  
FAUQUIER COUNTY

DEED BOOK 211, PAGE 114, DEED BOOK 501, PAGE 320  
DEED BOOK 504, PAGE 181, DEED BOOK 1226, PAGE 23 (BLA)  
DEED BOOK 1482, PAGE 507  
TOWN OF WARRENTON  
FAUQUIER COUNTY, VIRGINIA  
SCALE 1"=100' MARCH 23, 2024



PIN 6974-86-3278-000  
TRACT A-1  
44.7955 AC.  
DEED BOOK 1226, PAGE 23

11,678,400

PIN 6974-75-6925-000  
PIN 6974-75-6703-000  
2.8058 AC.  
DEED BOOK 504, PAGE 182

0' 100' 200' 300'

PROJECT #2013-054-10 SHEET 2 OF 3

**CARSON**  
LAND CONSULTANTS  
Land Planning, Surveying & Site Design  
45 Main Street, 1st Floor ♦ Warrenton VA 20186  
Phone: (540) 347-9191 ♦ Fax: (540) 349-1905  
www.CarsonLC.com

**LEGEND**

N/F  
DB  
PG  
R/W  
NOW OR FORMERLY  
DEED BOOK  
PAGE  
RIGHT-OF-WAY

MATCH LINE SEE SHEET 2  
MATCH LINE SEE SHEET 3

VIRGINIA STATE GRID  
NORTH - NAD 83

PIN 6974-97-2008-000  
N/F TOWN OF WARRENTON  
DB 887, PG 1434

S 21°59'56" W 840.00'

PIN 6974-97-2008-000  
N/F TOWN OF WARRENTON  
DB 887, PG 1434

PIN 6974-86-9938-000  
LOT 7  
N/F ZELASKO  
DB 1465, PG 917

PIN 6974-86-8908-000  
LOT 8  
N/F JOHNSON  
DB 1214, PG 2154

OLDE GOLD CUP  
SECTION 2A  
DB 891, PG 768

PIN 6974-87-7000-000  
LOT 9  
N/F RALEY  
DB 1093, PG 329

PIN 6974-87-5092-000  
LOT 10  
N/F TANSEY  
DB 1740, PG 1591

PIN 6974-87-4082-000  
LOT 11  
N/F DONNER  
DB 1668, PG 2098

OLDE GOLD CUP  
SECTION 2A  
DB 891, PG 768

PIN 6974-87-4263-000  
LOT 13  
N/F BLACUTT  
DB 1549, PG 2345

PIN 6974-87-4082-000  
LOT 12  
N/F TAMBURELLO  
DB 964, PG 797

PIN 6974-87-4318-000  
LOT 17  
N/F HALL  
DB 999, PG 1702

PIN 6974-87-3406-000  
LOT 18  
N/F ARAM TRUST  
DB 1753, PG 1191

DB 891, PG 2525  
OLDE GOLD CUP  
SECTION 2A  
PIN 6974-87-9922-000

S 19°07'05" W 344.95'

S 67°11'42" E 366.36'

S 20°40'01" W 1353.04'  
1352.78'

VA. RTE. 678  
OLD WATERLOO ROAD  
(VARIABLE WIDTH R/W)

S 01°51'14" E  
2.60'

30' PREScriptive RIGHT-OF-WAY

N 81°07'15" W  
325.53'

N 21°35'32" E  
375.48'

N 21°35'32" E  
25.89'

N 81°09'35" W  
254.56'

N 22°16'32" E  
157.40'

N 69°41'18" W  
170.64'

S 20°14'35" W  
561.46'

Ex. 20' WIDE TRAIL EASEMENT  
DEED BOOK 1688, PAGE 356  
DEED BOOK 1747, PAGE 249

