



Doc ID: 009505010018 Type: DEE
Recorded: 10/15/2024 at 10:48:57 AM
Fee Amt: \$0.00 Page 1 of 18
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 30th, 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.

EXAMINED &
RETURNED

TOWN OF WARRENTON

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, a 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.

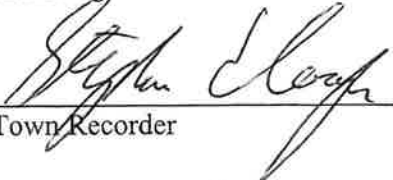


ACCEPTED PURSUANT TO VIRGINIA CODE § 15.2-1803:

TOWN OF WARRENTON, VIRGINIA:

A Municipal Corporation

By:  (SEAL)
Town Manager

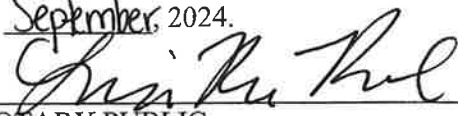
Attest: 
Town Recorder

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 10th day of September, 2024, has acknowledged the same before me.

Given under my hand this 10th 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	S 79°24'41" E	14.60'
EL16	N 25°09'48" 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	N 89°07'49" E	30.68'
EL34	S 78°14'09" E	66.82'
EL35	S 86°45'22" E	45.07'
EL36	N 82°42'51" E	73.24'
EL37	S 77°26'02" E	16.20'
EL38	N 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°43'58" E	60.66'
EL42	N 35°11'17" 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 20°56'14" E	28.60'
EL48	N 00°42'00" E	92.91'
EL49	N 36°06'19" E	53.41'
EL50	S 36°57'06" W	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°55'49" 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

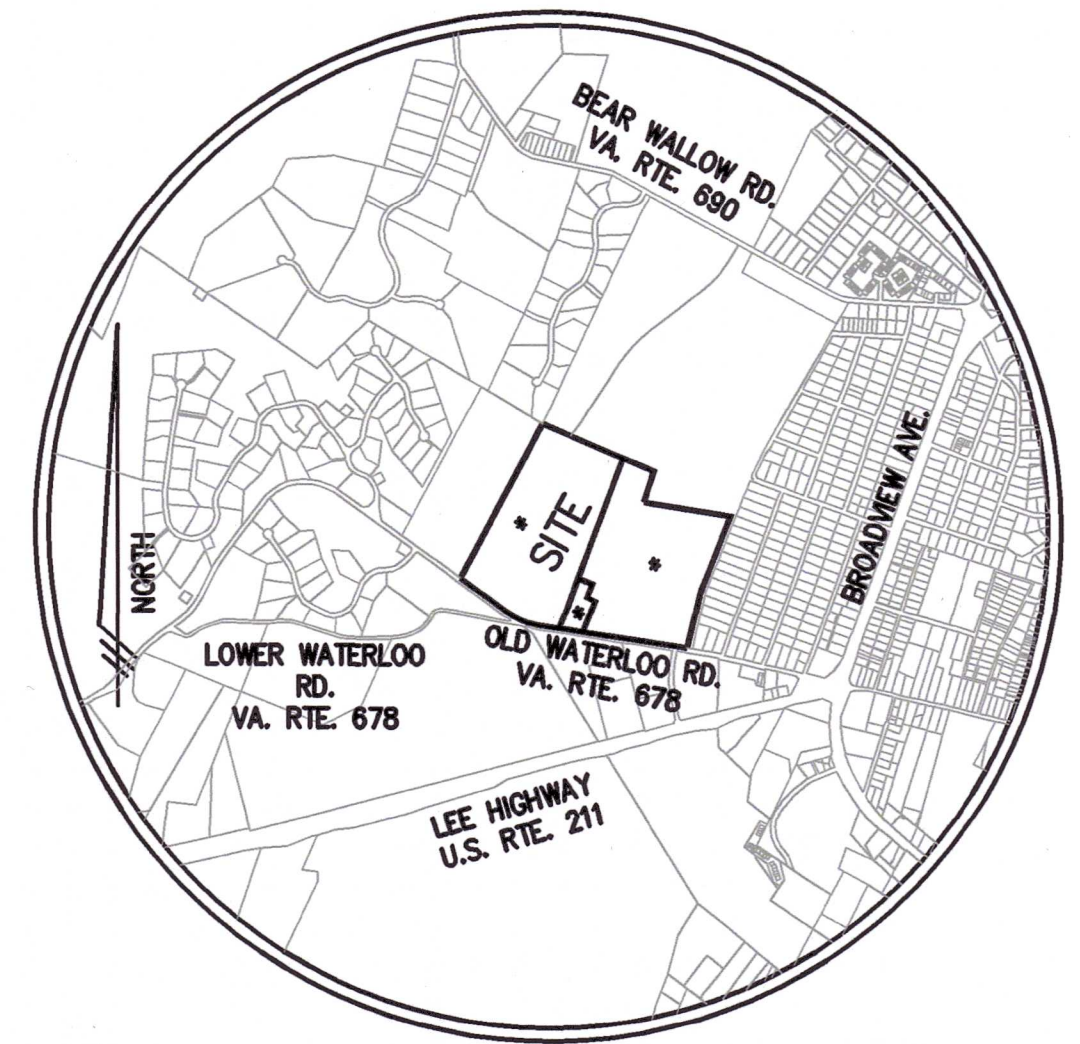
LINE	BEARING	DISTANCE
EL65	S 33°22'04" W	26.62'
EL66	S 46°53'11" W	22.04'
EL67	S 72°28'14" W	26.60'
EL68	N 86°12'21" W	34.08'
EL69	N 87°19'00" W	77.88'
EL70	N 79°04'44" W	73.57'
EL71	N 84°34'17" W	16.00'
EL72	S 71°03'58" W	15.43'
EL73	S 56°31'02" W	24.43'
EL74	S 06°03'54" E	36.81'
EL75	S 78°45'17" W	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'

EASEMENT LINE DATA

LINE	BEARING	DISTANCE
EL97	S 55°09'52" W	45.24'
EL98	S 47°33'32" W	60.39'
EL99	S 35°08'39" W	57.73'
EL100	S 26°21'30" W	244.90'
EL101	S 63°02'50" E	18.49'
EL102	S 11°05'06" E	10.67'
EL103	S 49°53'11" W	29.59'
EL104	S 09°38'54" E	13.56'
EL105	S 26°50'20" W	31.56'
EL106	S 45°48'39" W	25.55'
EL107	S 08°10'51" E	28.84'
EL108	S 30°00'24" W	58.72'
EL111	S 53°38'45" W	38.54'
EL112	N 60°22'24" W	8.75'
EL113	S 32°34'20" W	48.00'
EL114	S 88°35'26" W	63.23'
EL115	S 78°33'56" W	23.71'
EL116	S 63°49'34" E	66.00'
EL117	S 27°25'33" E	62.07'
EL118	S 85°03'06" E	61.40'
EL119	S 13°37'41" E	62.40'
EL120	S 11°41'41" W	11.31'

APPROVAL BLOCK

Approved
Date 10-1-24
[Signature]
Community Development



VICINITY MAP
SCALE 1"=2000'

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.

[Signature] SIGNATURE
Susan Pauling Board Chair PRINT NAME TITLE

SIGNATURE

PRINT NAME TITLE

CERTIFICATE OF ACKNOWLEDGEMENT:

CITY/COUNTY OF Fauquier
COMMONWEALTH/STATE OF Virginia

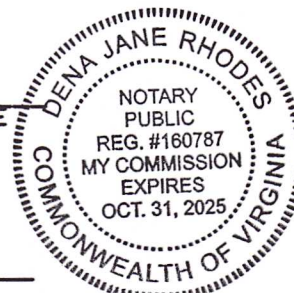
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 26 DAY OF September, 20 24

BY Dena Jane Rhodes NAME TITLE

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/31/2025

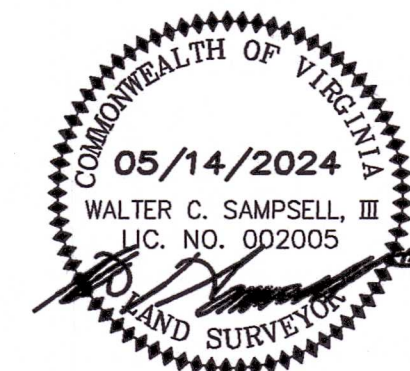


SURVEYOR'S CERTIFICATE

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

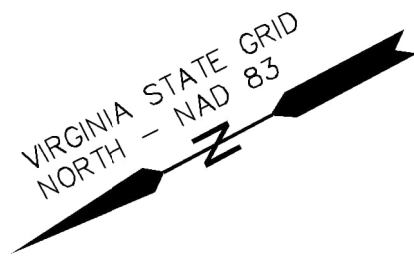
PROJECT #2013-054-10 SHEET 1 OF 3



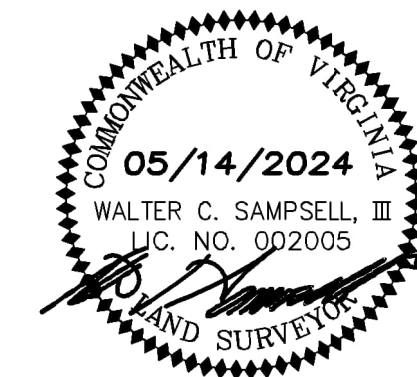
CARSON
LAND CONSULTANTS

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

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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



OLD WATERLOO ROAD
(VARIABLE WIDTH R/W)

30' PRESCRIPTIVE RIGHT-OF-WAY

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

30' PRESCRIPTIVE RIGHT-OF-WAY

LEGEND

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

MATCH LINE SEE SHEET 2
MATCH LINE SEE SHEET 3

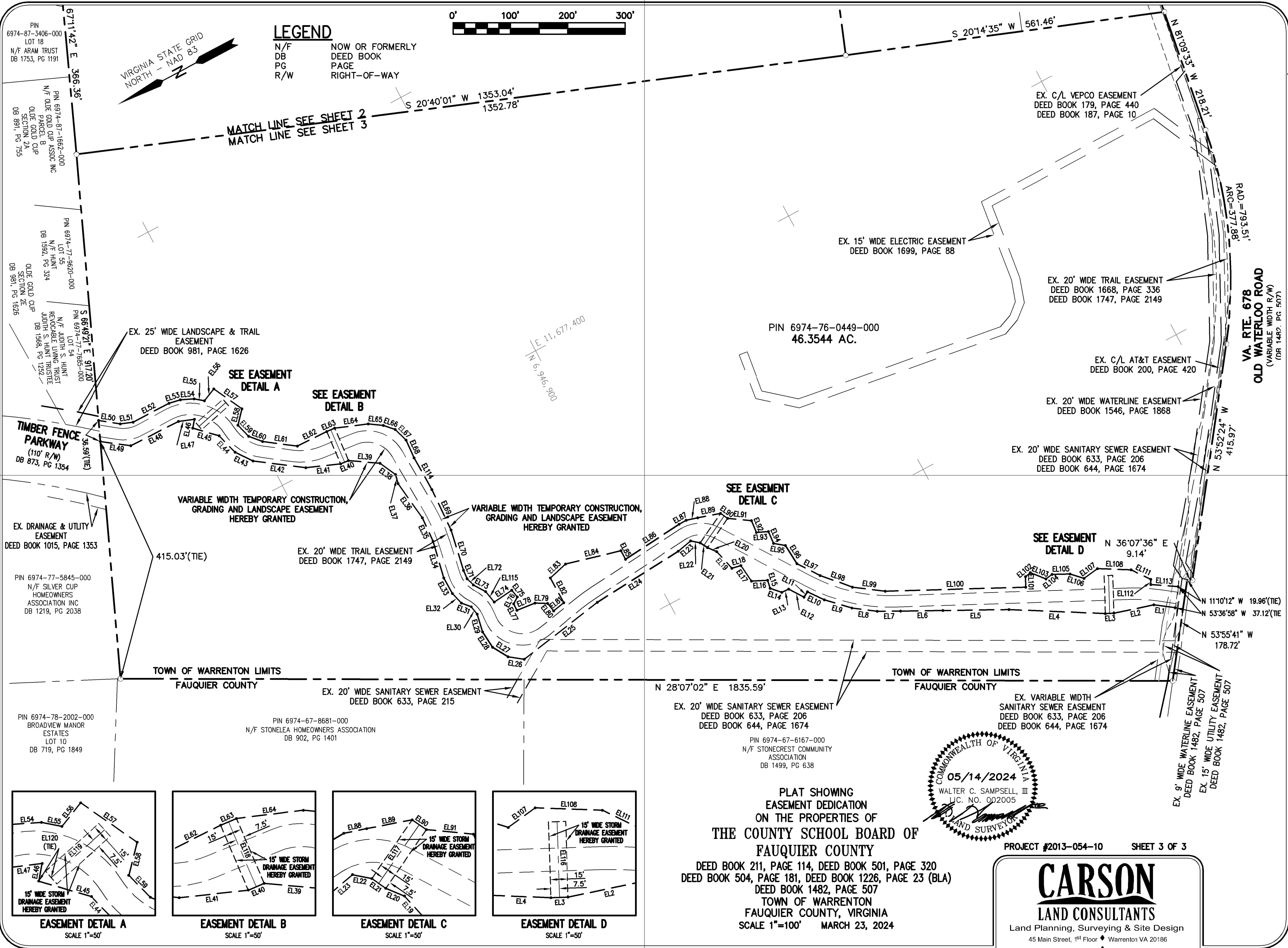


PROJECT #2013-054-10 SHEET 2 OF 3

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

EX. 20' WIDE TRAIL EASEMENT
DEED BOOK 1741, PAGE 249



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