



## BOARD OF ZONING APPEALS MEETING

Tuesday, October 01, 2024 at 5:00 PM

### AGENDA

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**CALL TO ORDER.**

**DETERMINATION OF A QUORUM.**

**APPROVAL OF AGENDA.**

**APPROVAL OF MINUTES.**

- [1.](#) Draft Meeting Minutes- September 3, 2024

**PUBLIC HEARING.**

- [2.](#) BZA-24-3: 671 Falmouth Street Variance Request

**UPDATES FROM STAFF.**

**ADJOURN.**



**BOARD OF ZONING APPEALS OF THE TOWN OF WARRENTON  
TOWN HALL  
21 MAIN STREET  
WARRENTON, VIRGINIA 20186**

**MINUTES**

**A REGULAR MEETING OF THE BOARD OF ZONING APPEALS WAS HELD ON  
SEPTEMBER 3, 2024, AT 5:00 P.M. IN WARRENTON, VIRGINIA**

**PRESENT** Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair; Mr. Geoffrey Fiutak; Ms. Susan Helander; Mr. Van Baggett; Ms. Heather Jenkins, Zoning Administrator; Ms. Amber Heflin, Zoning Official

**ABSENT**

**CALL TO ORDER AND DETERMINATION OF A QUORUM**

The meeting was called to order at 5:00pm. There was a quorum of members present.

**APPROVAL OF AGENDA**

Mr. Kovalik asked for a motion.

Mr. Baggett motioned to approve the agenda. Ms. Maybach seconded. All in favor. The vote was as follows:

**Ayes:** Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair;  
Mr. Geoffrey Fiutak; Ms. Susan Helander; Mr. Van Baggett

**Nays:**  
**Absent During Vote:**

**APPROVAL OF MINUTES**

Draft Minutes – August 6, 2024, Meeting



Ms. Maybach motioned to approve the minutes as presented, and Ms. Helander seconded. All in favor. The vote was as follows:

**Ayes:** *Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair;  
Mr. Geoffrey Fiutak; Ms. Susan Helander; Mr. Van Baggett*

**Nays:**  
**Absent During Vote:**

## **PUBLIC HEARING**

### **BZA-24-2: 130-134 Haiti Street**

Mr. Kovalik requested an overview from staff.

Ms. Heflin gave a brief presentation on the proposed variance request, advising the request was for a 7' variance from the required 15' side yard setback requirement to reconstruct a triplex on the property.

Ms. Heflin advised the applicant was present for questions from the Board.

Mr. Kovalik asked the applicant to approach the dais.

Judge Ashwell, the applicant's representative, reiterated the reasoning for the variance and cited the need to provide affordable housing and Fauquier Habitat for Humanity's mission for the Haiti Street Neighborhood and its history.

Mr. Fiutak asked staff why a variance is being requested for new construction, citing Article 11-4 of the Zoning Ordinance as it relates to existing non-conforming uses and limitations on replacement of the structure.

Ms. Jenkins advised non-conforming structures that are granted a variance are not subject to the limitations on replacement found in Article 11-4.

Mr. Fiutak stated he did not interpret the Ordinance in that way and asked if the Town Attorney was present to offer an opinion.

Ms. Jenkins advised the Town Attorney was not available to attend the meeting.

There were no further questions.

Mr. Kovalik opened the public hearing at 5:18pm.

No one spoke.

Mr. Kovalik closed the public hearing at 5:18pm.

Mr. Kovalik asked for a motion.

Mr. Baggett motioned to approve variance application BZA-24-2. Ms. Helander seconded.

Ms. Maybach moved to amend the motion on the floor to include approval of the variance request as presented with suggested approval conditions by staff. Ms. Helander seconded. The vote was as follows:

**Ayes:** *Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair;  
Ms. Susan Helander; Mr. Van Baggett*  
**Nays:** *Mr. Geoffrey Fiutak*  
**Absent During Vote:**

There were no further questions.

## **WORK SESSION**

### **Closed Session-**

As permitted by Virginia Code § 2.2-3711 (A)(1), a personnel matter involving: Discussion, consideration, or interviews of prospective candidates for employment or appointment; OR assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town; specifically dealing with Board of Zoning Appeals legal representation.

Ms. Maybach moved to convene a closed session as permitted by Virginia Code § 2.2-3711 (A)(1), Councilmen Ms. Helander Seconded. All in favor. There was no discussion on the motion.

**Ayes:** *Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair;  
Mr. Geoffrey Fiutak Ms. Susan Helander; Mr. Van Baggett*  
**Nays:**  
**Absent During Vote:**

There was no further discussion on this item.

Mr. Fiutak moved to reconvene the board meeting after closed session as permitted by Virginia Code § 2.2-3711 (A)(1), Ms. Helander Seconded. There was no discussion on the motion.

**Ayes:** *Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair;  
Mr. Geoffrey Fiutak Ms. Susan Helander; Mr. Van Baggett*  
**Nays:**  
**Absent During Vote:**

## **UPDATES FROM STAFF**

### **October Board Meeting Discussion**

Ms. Jenkins advised the board will have an October meeting, and staff had received a variance request to allow a 8' fence on an Industrial zoned property off of Falmouth Street to be heard next month.

Ms. Heflin asked if the Board would be available to hold the meeting as regularly scheduled on October 1<sup>st</sup>.

All members of the Board advised they would be available to attend the October meeting.

There were no further questions or updates from staff.

### **ADJOURNMENT**

Ms. Maybach motioned to adjourn. Ms. Helander seconded, all in favor. No discussion. The vote was as follows:

**Ayes:** *Mr. Larry Kovalik, Chair; Ms. Melea Maybach, Vice Chair; Mr. Geoffrey Fiutak; Ms. Susan Helander; Mr. Van Baggett*

**Nays:**

**Absent During Vote:**

The meeting was adjourned at 6:06 pm.

**I hereby certify that this is a true and exact record of actions taken by the Board of Zoning Appeals of the Town of Warrenton on September 3, 2024.**

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Lawrence "Larry" Kovalik  
BZA Chair



## TOWN OF WARRENTON

Community Development Department

PO BOX 341  
WARRENTON, VIRGINIA 20188  
<http://www.warrentonva.gov>  
[Landdevelopment@warrentonva.gov](mailto:Landdevelopment@warrentonva.gov)  
(540) 347-2405

### STAFF REPORT

September 11, 2024

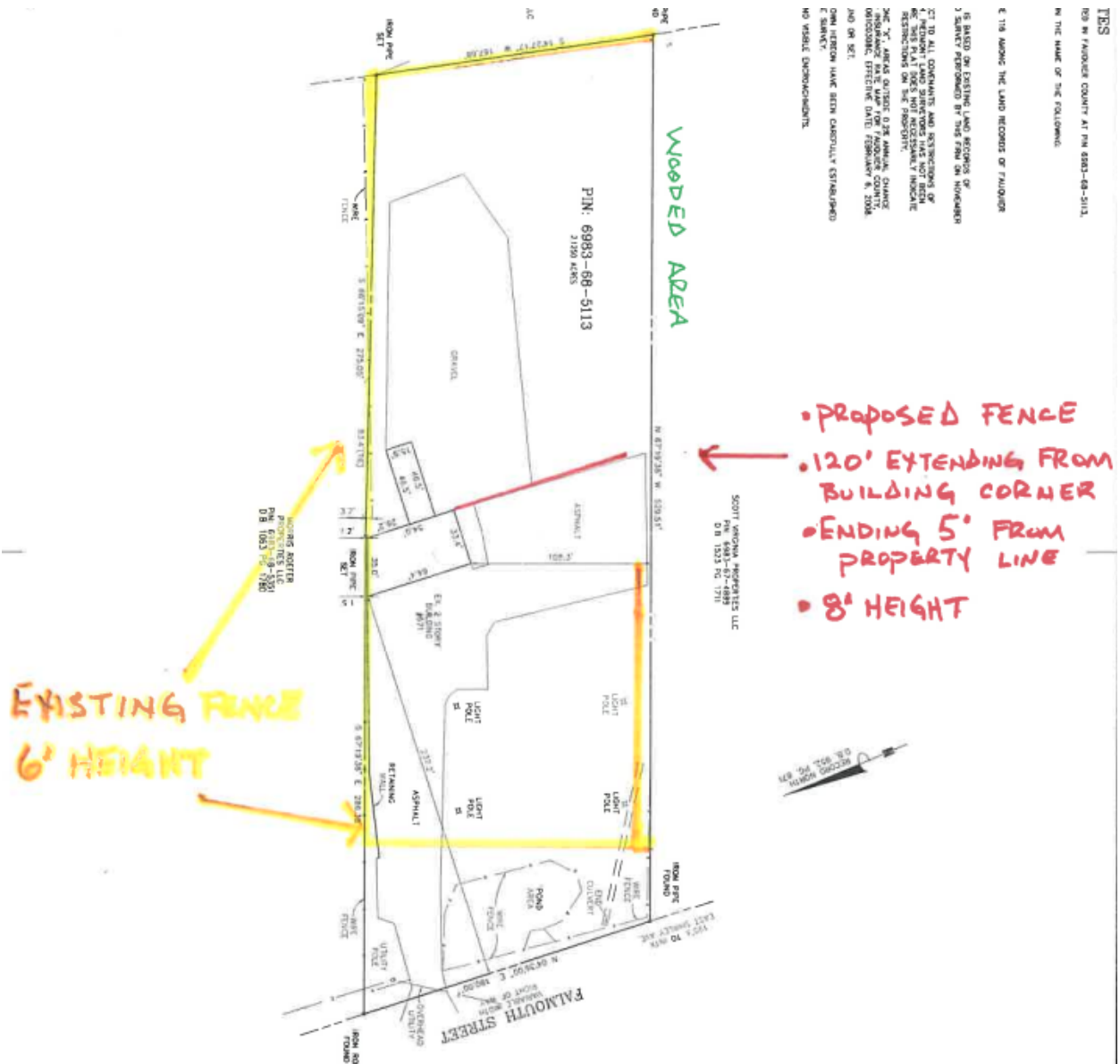
<b>Property Owner(s) / Applicant:</b>	PRKLOT, LLC/ Scott Wayland
<b>Application #</b>	BZA #2024-3
<b>Location:</b>	671 Falmouth Street
<b>PIN:</b>	6983-68-5113-000
<b>Acreage:</b>	2.125 Acres (92,565 Square Feet)
<b>Zoning:</b>	Industrial (I)
<b>Comprehensive Plan Designation:</b>	Greenway and Makers District
<b>Land Use:</b>	Commercial/ Industrial
<b>Request:</b>	The Applicant is seeking approval of a Variance from Zoning Ordinance Article 2-19.1, to allow the construction of a portion of 8' fencing to screen the rear portion of the site from view.
<b>Recommendation:</b>	Staff recommends the Board of Zoning Appeals approve BZA #2024-3 per the pattern motion of approval dated October 1, 2024.

### REQUEST

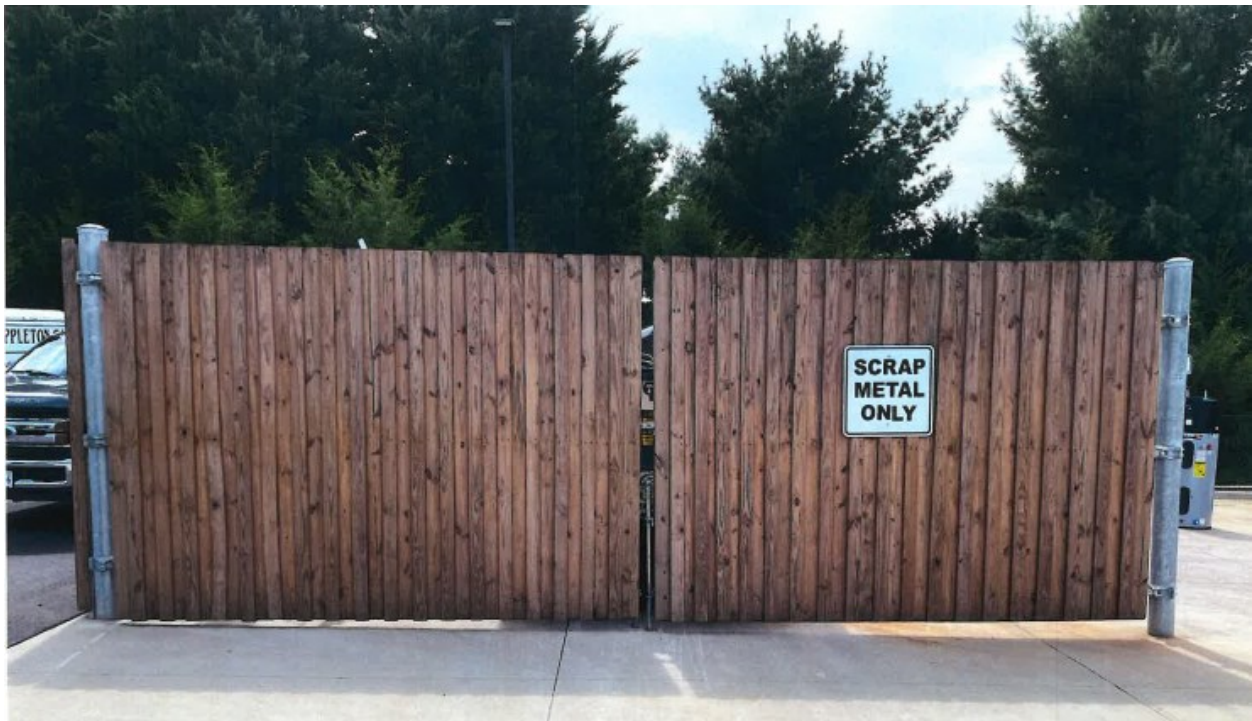
The applicant is requesting a variance from Article 2-19.1 of the Zoning Ordinance to construct an 8' fence along the front of the property to increase site security and screen work vehicles and equipment stored in an existing pole barn on the site. Staff is unable to administratively approve requests for fencing that exceed 6' in height regardless of the location on the property. The fence material is proposed to be board & batten with a steel frame.

*"2-19.1- Fences and walls may be erected up to a height of six (6) feet in all zoning districts, except for fences or walls that extend within the required front setback, unless otherwise restricted by the ARB within the Historic District. Within the area bounded by the front setback and the side lot lines, fences and walls shall not exceed four (4) feet in height, unless otherwise restricted by the provisions of this Ordinance. Excluded are walls or fences encompassing swimming pools or other uses which are required by law."*

### Existing and Proposed Fence location



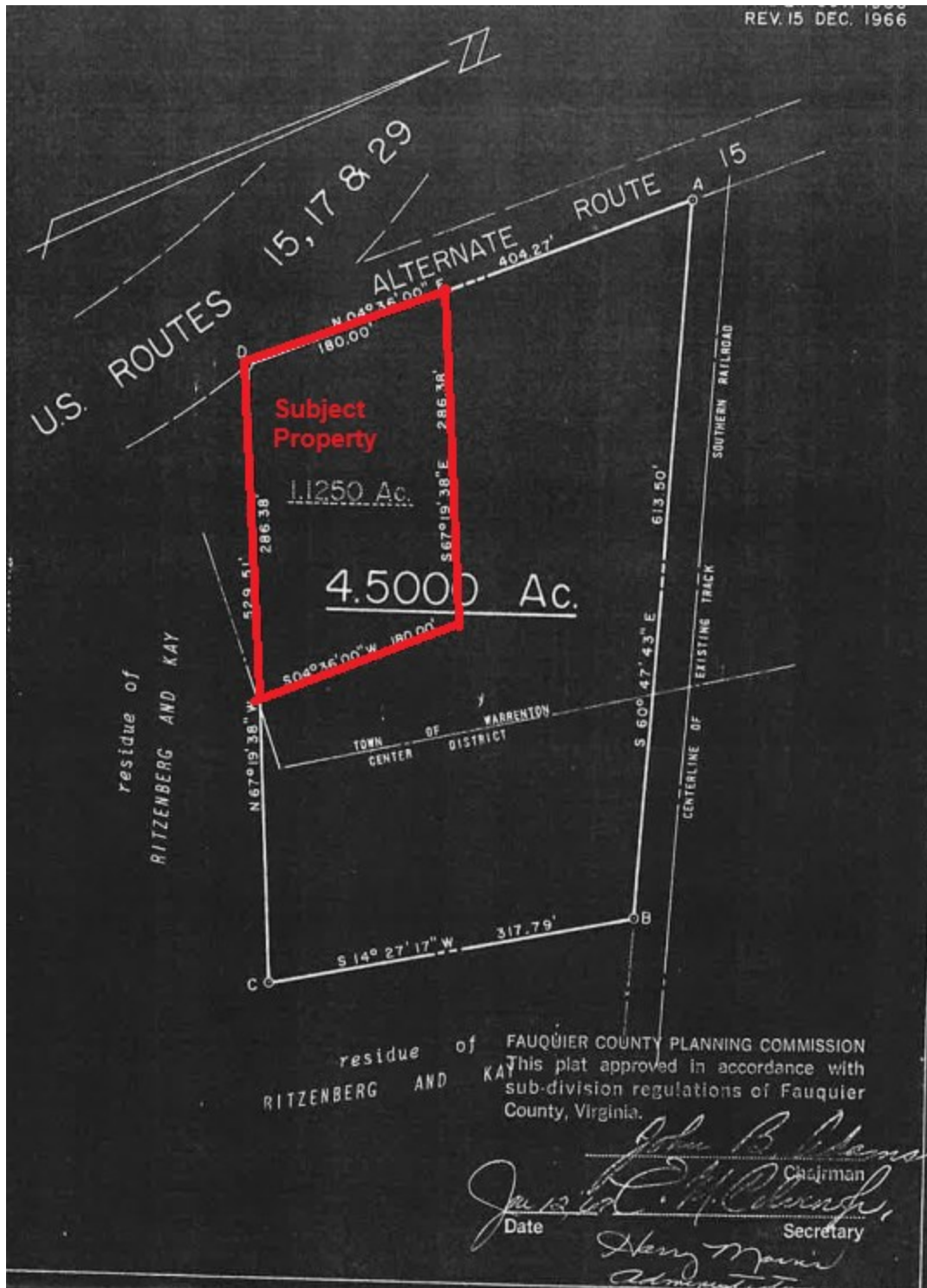
### Example of Fence Material



### BACKGROUND

The subject property was originally a portion of the 100- acre property known as the Hitchcock property in 1963, which was part of an estate sale in deed book 223 page 572. The property was then subdivided and sold in deed book 238 page 611, as a lot containing 4.5 acres, with a smaller 1.1250-acre lot shown with a metes and bounds description.

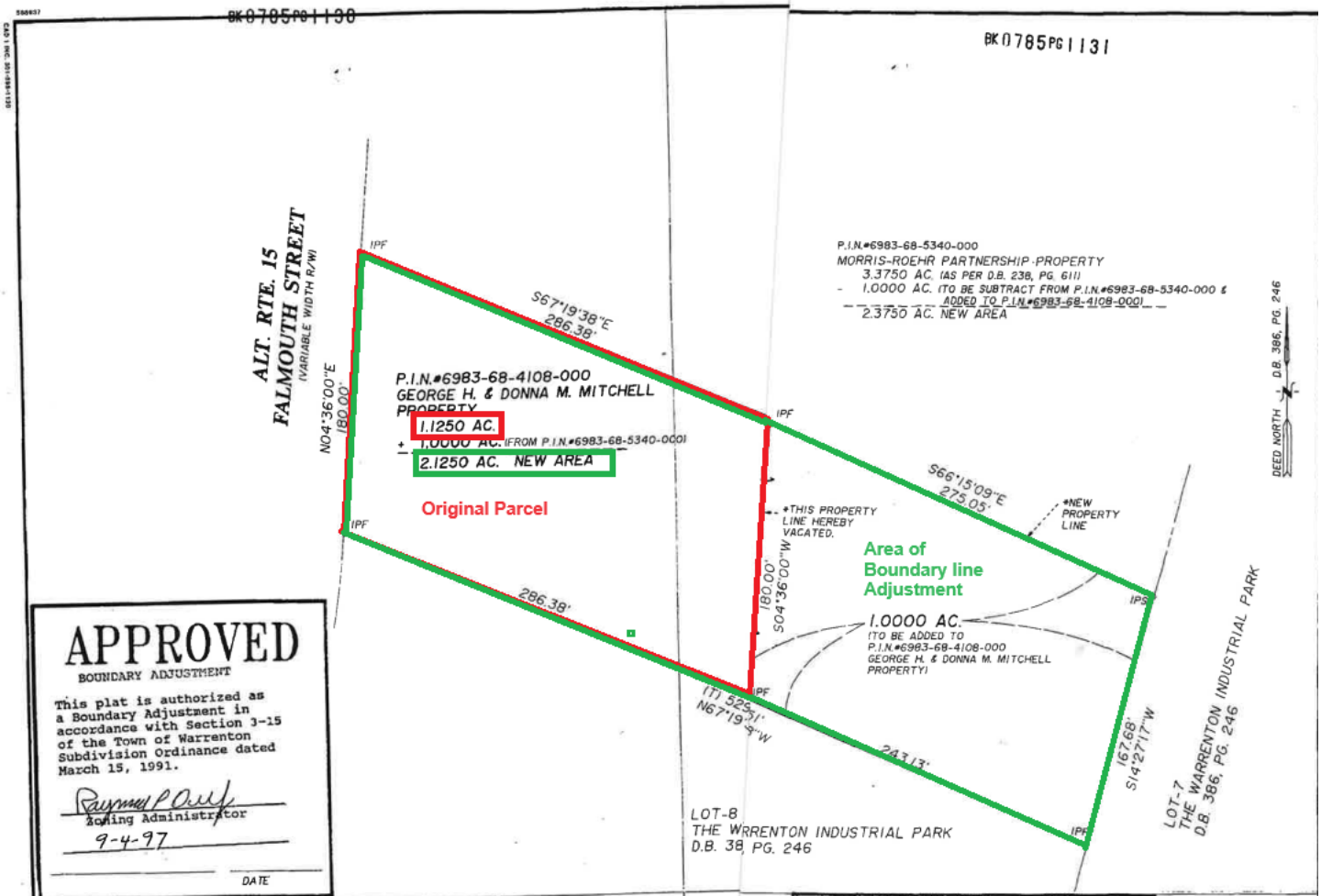
Deed book 238, Page 611





The subject property as it exists today, was created from a boundary line adjustment in 1997 with adjacent property parcel # 6983-68-5340-000 to form a lot of 2.1250 acres.

Deed book 785, page 1128



## ANALYSIS

Staff attended a presentation by Sans Anderson, PC, a local legal practice, regarding recent case law updates for variances, and the ruling made by the court system. The Vallerie Holdings vs. County of Louisa case represents a turning point in how local governments are able to define a "reasonable utilization of the property" when granting or denying a variance application.



This case law, which was agreeable with the Supreme Court of Virginia, indicated that the 2015 update to Virginia State Code Section § 15.2-2309 was intended to expand the availability of a variance, setting a lower bar for the property owner. The case law indicated the BZA shall issue a variance if the effect of the Zoning Ordinance is to limit the use or enjoyment of the property in a way that is irrational, capricious, or not fair or sensible under the circumstances in which it is presented.

Staff has reviewed the requested variance against the Virginia State Code and the Town of Warrenton Zoning Ordinance to determine if the request meets the criteria required to grant the variance. Below are the variance criteria with the staff's opinion on how the application meets each criterion. The BZA will need to determine if the application has provided sufficient proof that the request meets the standards for a variance as defined by Virginia State Code. Virginia State Code and the Zoning Ordinance define a variance as:

*Variance – In the application of a zoning ordinance, a reasonable deviation from those provisions regulating the shape, size, or area of a lot or parcel of land or the size, height, area, bulk, or location of a building or structure when the strict application of the Ordinance would unreasonably restrict the utilization of the property, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the purpose of the Ordinance. It shall not include a change in use, which change shall be accomplished by a rezoning or by a conditional zoning.*

In granting a variance, the BZA may impose such conditions regarding a proposed structure's location, character, and other features or use as it may deem necessary in the public interest. The BZA may require a guarantee or bond to ensure compliance with the imposed conditions. The property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and local ordinances. Per the Virginia State Code,

*Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the Ordinance would:*

*1. Unreasonably restrict utilization of the property, or*

The fencing proposed to be installed will screen the existing pole barn on the property as well as provide additional safety measures for the staff, vehicles, and equipment located on site. Currently, the zoning ordinance allows for fencing up to 6' to be administratively approved; However, the 6' fencing would not be adequate to screen the existing structures on site due to their pre-existing height.

OR

*2. that granting the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the Ordinance, or*

The property has a slight downward slope located along the majority of the parcel along Falmouth Street due to an existing stormwater facility that increases visibility of the property to oncoming traffic and pedestrians, making screening on-site facilities with a 6' fence difficult.

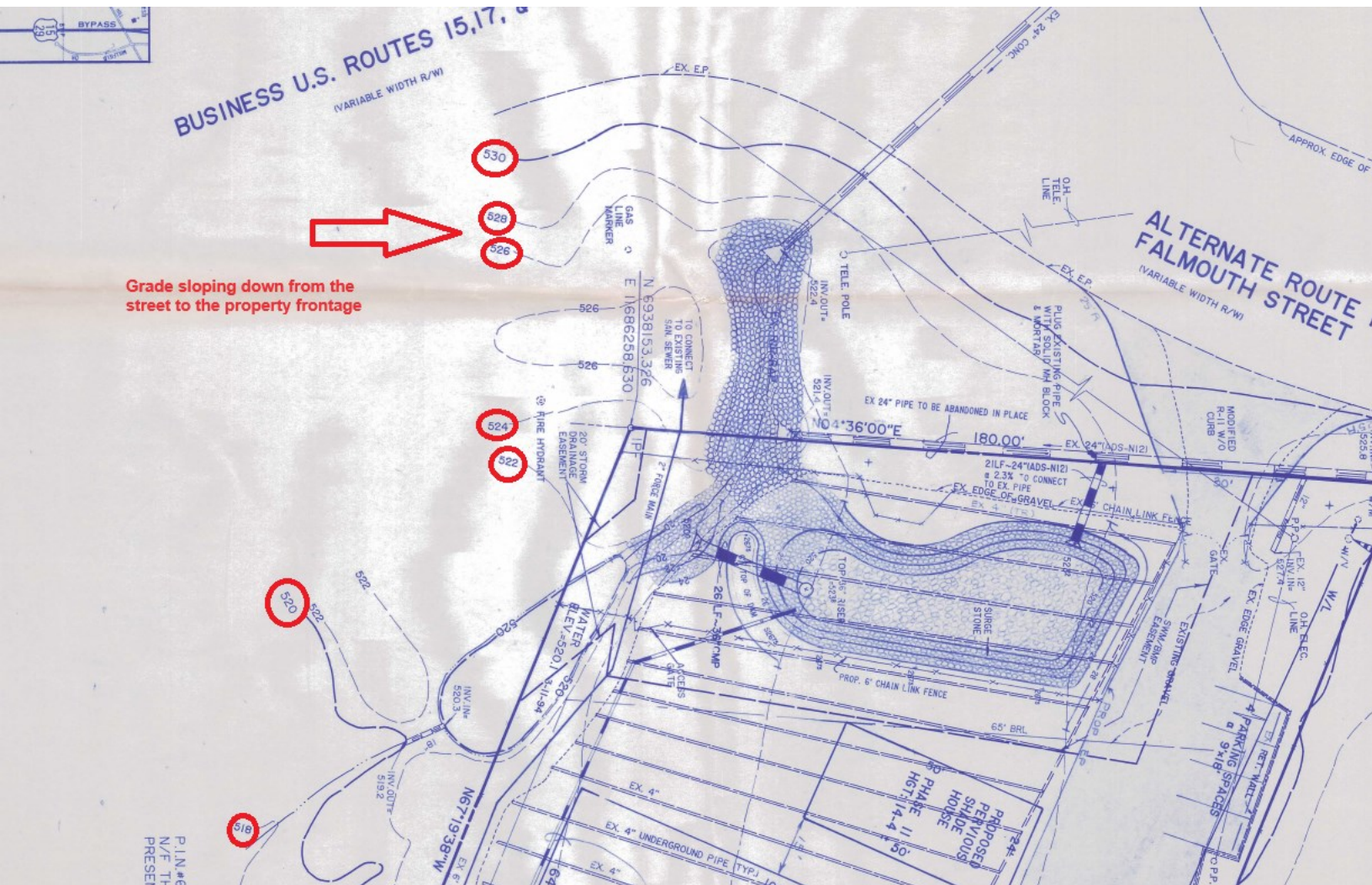
**Front of the property viewed from the street**



*Remainder of page purposely left blank, image on the next page*



**Grade change from the previous Site Development Plan (Approved in 1994)**



OR

3. *alleviate a hardship by granting a reasonable modification to a property or improvements thereon requested by, or on behalf of, a person with a disability."*

Not applicable.

In addition to the three points above, no variance shall be authorized by the BZA unless it is determined that the request meets all five of the following criteria as listed in Zoning Ordinance Section 11-3.11.1 2. - *Standards for Variances*:

- a) *The property interest for which the variance is being requested was acquired in good faith, and any hardship was not created by the Applicant for the variance.*

The property was acquired in good faith by the applicant in 2023 by purchase of the property recorded in deed book 1761 pages 2-3. The hardship was not created by the applicant, due to the age of the property, its pre-existing exterior storage areas, and the previous landscaping company who occupied the parcel.

- b) *The granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area.*

The variance will not be detrimental to the adjacent properties, as the adjacent properties are also zoned Industrial, and currently occupied by various Commercial and Industrial uses such as an automotive repair shop, a veterinary clinic, a pet boarding facility, and a self-storage facility.

- c) *The condition or situation of the property is not of so general or recurring of a nature as to be adopted as an amendment to the Ordinance.*

This property is unique in that the grade slopes downward toward the property due to a pre-existing Stormwater Facility. The unique nature of the property condition does not lend itself to an amendment of the Ordinance that would apply to all properties located within the Town.

- d) *The granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property.*

A “contractor’s office and warehouse” is a by-right permitted use in the Industrial District, and would not result in a change in the zoning of the property as it exists today.

- e) *The relief or remedy sought by the variance application is not available through a special use permit process that is authorized in the Ordinance or the process for modification to the Zoning Ordinance at the time of the filing of the variance application.*

A Special Use Permit cannot provide relief from the limitation on fence height.

## **STAFF RECOMMENDATION**

To grant a variance, the BZA must find that the application meets one of the first three criteria listed above regarding unreasonable utilization, alleviating a hardship, or accommodating a person with a disability. In addition, the variance must also meet all five of the remaining criteria noted above regarding good faith acquisition, no substantial detriment, not generally recurring, does not allow an unpermitted use, and is not available by other means.

Staff recommends that the variance application be granted due to the unique condition of the property. The limitation of a 6’ fence is a restriction on the reasonable use of the subject property, supported by the court finding in *Vallerie Holdings V. County of Louisa*; that the BZA shall grant a variance if the Ordinance limits enjoyment or use of the property in a capricious or unreasonable manner. A variance to increase the proposed fence height by 2’ will not be of substantial detriment to adjacent properties and will not result in a change in the use of the property. Staff recommends approving the Variance request to permit an increase in the

proposed fence height with the condition that the fencing shall not exceed 8' in height at any point and the approval for an 8' fence does not include approval for outdoor uncovered storage, which currently requires a separate Special Use Permit approval from the Town Council.

## **ATTACHMENTS**

- A. Proposed Conditions of Approval / Proposed Motion for Denial
- B. Maps – Location, Zoning, Aerial Imagery
- C. Photographs – Existing Conditions
- D. Lot Layout with fence location
- E. Variance Application Materials
- F. Deed of purchase-2023
- G. Historic Deeds
- H. 2004 Right of Way Agreement
- I. 1994 Site Development Plan- Mitchell Landscaping

**PATTERN MOTION TO APPROVE VARIANCE**

**VARIANCE**

**BZA #2024-3- PRKLOT LLC**

**BZA MEETING DATE:  
OCTOBER 1, 2024**

In Application BZA #2024-3, I move to grant the Variance, after due notice and hearing as required by Code of Virginia §15.2-2204 and Article 11-3.11 of the Town of Warrenton Zoning Ordinance, based on upon the following Board findings:

1. The strict application of the Ordinance would unreasonably restrict the utilization of the property, the need for the variance will not be shared generally by other properties, and the variance is not contrary to the purpose of the ordinance.
2. The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; and
3. The granting of the variance will not be of substantial detriment to the adjacent property and nearby properties in the proximity of that geographical area; and
4. The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the Ordinance; and
5. The granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and
6. The relief or remedy sought by the variance application is not available through a Special Exception or Special Permit process that is authorized in the Ordinance or the process for a modification from a provision of the Zoning Ordinance at the time of the filing of the variance application.

The Variance is granted subject to the following conditions, safeguards, and restrictions upon the proposed uses, as are deemed necessary in the public interest to secure compliance with the provisions of this Ordinance:

1. The site shall be in substantial conformance with the information and drawings submitted with the variance application except as specifically modified by the conditions below or as necessary to meet Zoning Ordinance requirements.
2. The height of the fence within the 25' side-yard setback area may be increased by two (2) feet, not to exceed a total fence height of eight (8) feet from the ground surface. The increase in fence height is permitted solely within the side setback area that is immediately adjacent to parcel number 6983-67-4889-000 or 655 Industrial Road and shall not apply to any other portion of the subject property. This approval does not include approval for any outdoor uncovered storage, which currently requires a separate Special Use Permit approval from the Town Council.

**PATTERN MOTION FOR DENIAL**

**VARIANCE**

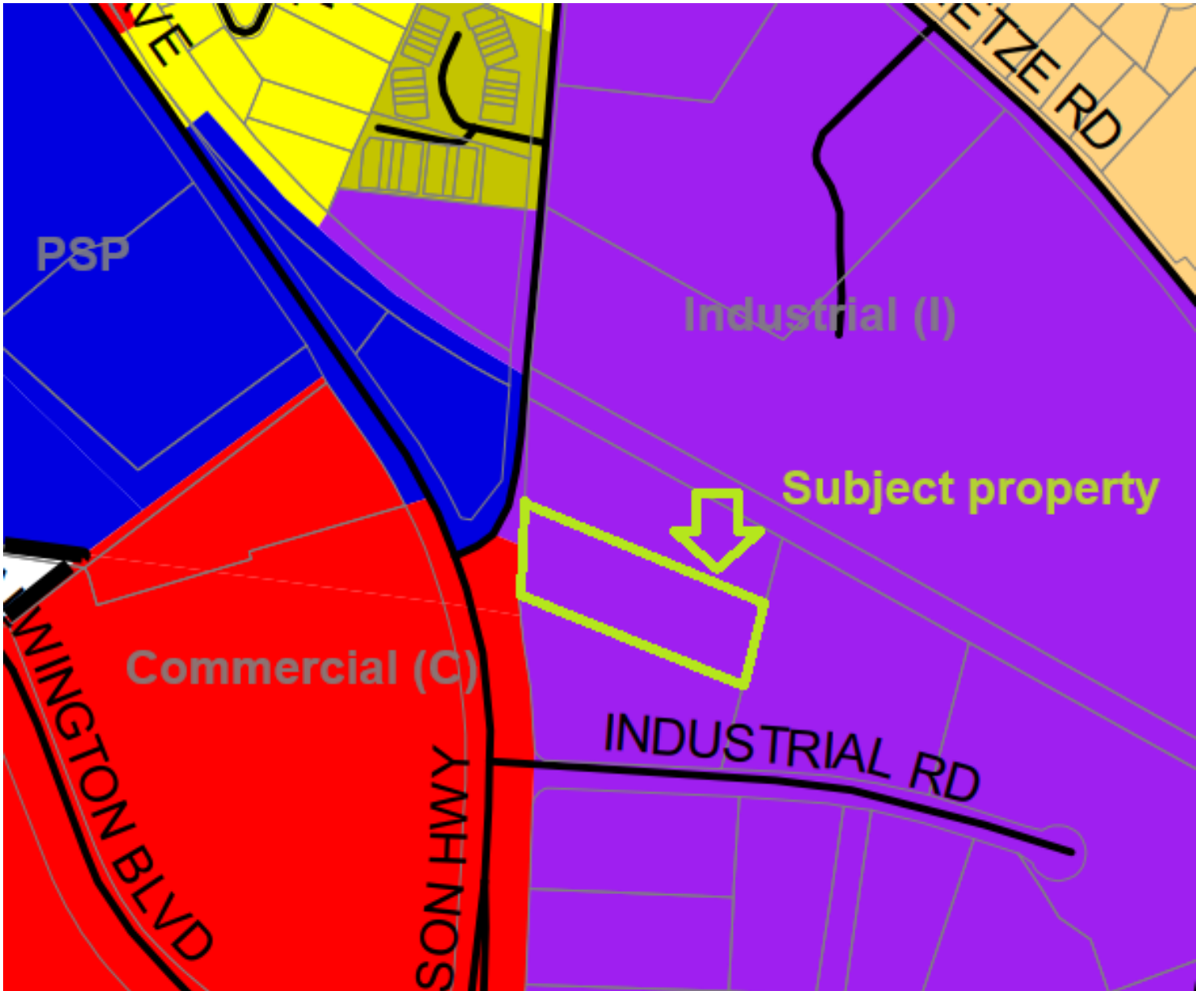
**BZA #2024-3- PRKLOT LLC**

**BZA MEETING DATE:  
OCTOBER 1, 2024**

In Application BZA #2024-3, I move to deny the Variance, after due notice and hearing, as required by Code of Virginia §15.2-2204 and Article 11-3.11 of the Town of Warrenton Zoning Ordinance, based on upon the following Board findings:

1. The strict application of the Ordinance inconveniences the Applicant but does not unreasonably restrict the utilization of the property.
2. The strict application of the Ordinance does not alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the Ordinance.
3. The strict application of the Ordinance does not alleviate a hardship by granting a reasonable modification to a property or improvements thereon requested by, or on behalf of, a person with a disability.
4. The variance would be contrary to the intent and purpose of the Zoning Ordinance.
5. The granting of the variance would not result in substantial justice being done.
6. The relief requested can be granted only through modification of the zoning ordinance.
7. \_\_\_\_\_
8. \_\_\_\_\_

## Zoning and Location





## Existing Conditions









2022 Photographs



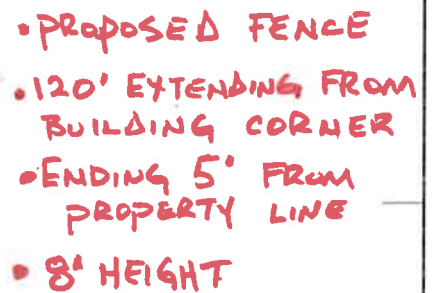
2008 view of the property from google maps





3. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF PAULDIER CREEK TOWNSHIP, VIRGINIA AND A FIELD SURVEY PERFORMED BY THIS FIRM ON NOVEMBER 17, 2003.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF SPOTSYLDEN, VIRGINIA. THIS SURVEY HAS PROVIDED A TITLE REPORT AND THEREFORE THIS PLAN DOES NOT NECESSARILY INDICATE THE EXISTENCE OF ALL COVENANTS AND RESTRICTIONS ON THE PROPERTY.
5. THE PROPERTY SHOWN HEREON LIES IN ZONE "X", AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR PAULDIER CREEK TOWNSHIP, COMMUNITY-PANEL NUMBER 5106100300, EFFECTIVE DATE: FEBRUARY 6, 2008.
6. ALL PROPERTY CORNERS HAVE BEEN FOUND OR SET.
7. THE POSITION OF ALL IMPROVEMENTS SHOWN HEREON HAVE BEEN CAREFULLY ESTABLISHED BY ELECTRONIC EQUIPMENT AND/OR TAPE SURVEY.

UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.





## TOWN OF WARRENTON

Department of Community Development

PO BOX 341  
 WARRENTON, VIRGINIA 20188  
<http://www.warrentonva.gov>  
[Permittech@warrentonva.gov](mailto:Permittech@warrentonva.gov)  
 (540) 347-2405

## Land Development Application

Type of Development [select type(s) below]

Permit # \_\_\_\_\_

Planning	Zoning		
<input type="checkbox"/> Commission Permit (\$2232)	<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Concept Plan Review	<input type="checkbox"/> Record / Vacate Plat
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> As-Built	<input type="checkbox"/> Easement Plat	<input type="checkbox"/> Site Development Plan
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Bond Release/ Reduction	<input type="checkbox"/> Final Plat	<input checked="" type="checkbox"/> Variance
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Bond Extension	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Waiver, Administrative
	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Re-approval of Plat	<input type="checkbox"/> Waiver/Exception, Legislative

☐ Amendment to Existing Approved Application? If Yes, List Application \_\_\_\_\_

## Project Description

Project Name: REAR OF PROPERTY SCREENING FENCE  
 Property Address (if no address, give closest cross street): 671 FALMOUTH ST. WARRENTON VA.  
 Purpose of Request: REQUEST A VARIANCE FROM ARTICLE 2.19.1 OF THE ZONING ORDINANCE. CONSTRUCT A FENCE GREATER THAN 6 FEET HEIGHT.

Zoning District: 1G COMM-IND Total Acres: 2.25 Acres for Proposed Use: \_\_\_\_\_  
 Parcel Identification Number(s): 6983-68-5113-000

## Contact Information (Attach separate page if necessary)

## All Current Owners

Name & Company: PRKLOT LLC  
 Address: 285 ALWINGTON BLVD. WARRENTON VA 20186  
 Phone: 540-229-7462 Email: SWAYLAND@APPLETONCAMPBELL.COM

## All Current Applicants (if different then owner):

Name & Company: N/A  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Representative (if different then owner/applicant):

Name & Company: N/A  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## OWNER(S) AFFIDAVIT (Original Signatures Required)

I have read this application, understand its intent and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission for Town of Warrenton officials and other authorized government agents on official business to enter the property to process this application.

## APPLICANT(S) AFFIDAVIT (Original Signatures Required)

The information provided is accurate to the best of my knowledge. I acknowledge that all tests, studies, and other requirements of the Town of Warrenton Zoning Ordinance and Subdivision Ordinance and other requirements of review/approval agencies will be carried out at my expense. I understand that the Town may deny, approve or conditionally approve that for which I am applying.

Owner's Signature & Date: 8-14-24 SCOTT WAYLAND Applicant's Signature & Date: \_\_\_\_\_

Print Owner's Name: SCOTT WAYLAND Print Applicant's Name: \_\_\_\_\_

8/28/2024

ATTN: Board of Zoning Appeals

**Reference: Variance Application to install eight-foot-high screening/security fence in lieu of a six-foot-high fence.**

The property located at 671 Falmouth St is zoned commercial. The property is currently being rented to Appleton Campbell Inc.; a provider of Plumbing, HVAC and Electrical residential services to Warrenton/Fauquier and surrounding counties. We would like to screen the back portion of the property from the street views in an attempt to hide large trucks (well pump, large box trucks, dumpster trucks etc.), equipment (backhoe, tractor, skid steer etc.), dumpsters and the like. It should be noted that a lot of work on the land as well as the building on site, in order to make it more appealing, has already occurred and we do not want to deter from those improvements. Due to the elevation difference from the street and the new roundabout from the backside of this property, we request the height of the fence to be approved at 8ft tall so that less is seen while driving on the road above. We have included pictures to indicate the proposed locations of the fence with one picture showing a view from the sidewalk at the roundabout. On this picture, please see the lines in red marking six feet high and eight feet high respectively. We appreciate your consideration of this request, and I am available if you require any additional information.

Sincerely,



Scott Wayland

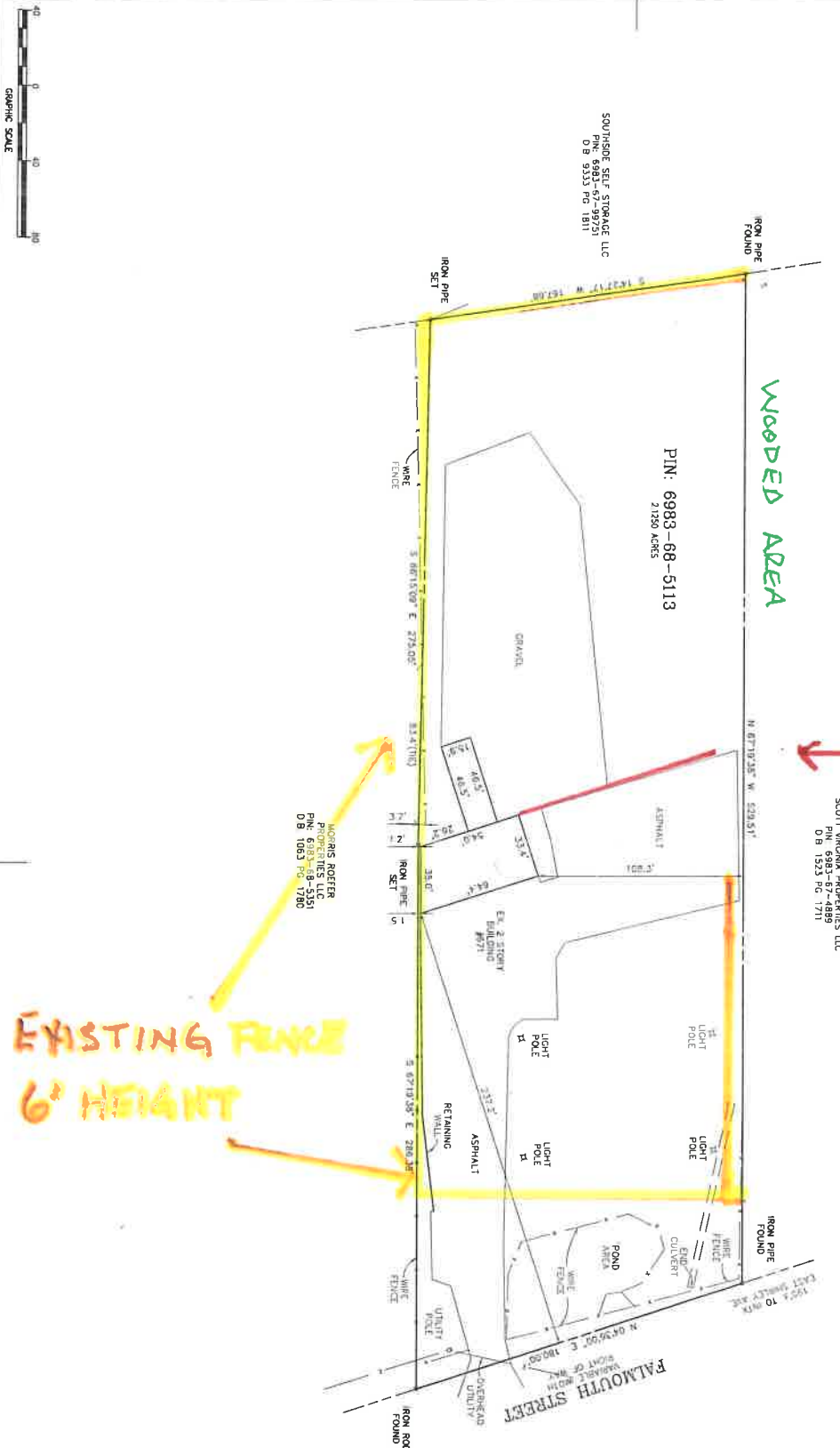
PRKLOT, LLC

540-229-7662

NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED IN FAUQUIER COUNTY AT PIN 6983-68-5113, AND IS ZONED MODS100/CDENAL.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THE FOLLOWING:  
RASBERRY HILL PROPERTIES, INC.  
PO BOX 502  
WARRENTON, VA 20188  
AS RECORDED AT DEED BOOK 1334, PAGE 116 AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.
3. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA AND A FIELD SURVEY PERFORMED BY THIS FIRM ON NOVEMBER 7, 2023.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD AND THOSE RECORDED HEREIN. PRESENT LAND SURVEYS HAS NOT BEEN RECORDED. THEREFORE, THE EXISTENCE OF ALL COVENANTS AND RESTRICTIONS ON THE PROPERTY.
5. THE PROPERTY SHOWN HEREON IS IN ZONE 1, AREAS OUTSIDE 0.28 ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE: FEBRUARY 6, 2006.
6. ALL PROPERTY CORNERS HAVE BEEN FOUND OR SET.
7. THE POSITION OF ALL IMPROVEMENTS SHOWN HEREON HAVE BEEN CAREFULLY ESTABLISHED BY ELECTRONIC EQUIPMENT AND/OR TAPE SURVEY.
8. UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.

- PROPOSED FENCE
- 120' EXTENDING FROM BUILDING CORNER
- ENDING 5' FROM PROPERTY LINE
- 8' HEIGHT



REVISION



**PIEDMONT  
LAND SURVEYORS, PLC**

P.O. BOX 250  
RINEYVILLE, VA 22737  
Phone: (540)222-5037  
piedmontlandsurveyors.com  
richard@piedmontlandsurveyors.com

A BOUNDARY SURVEY  
ON THE LAND OF  
**RASBERRY HILL PROPERTIES, LLC**

DEED BOOK 952, PAGE 871

CENTER MAGISTERIAL DISTRICT  
TOWN OF WARRENTON  
FAUQUIER COUNTY, VIRGINIA

DATE:  
NOVEMBER 10, 2023

SCALE: 1" = 40'





8/14/2024

Board of Zoning Appeals

**Reference: Variance Application to install an eight-foot-high screening/security fence in lieu of a six-foot-high fence.**

The property is located at 671 Falmouth Street. It is zoned commercial. The property is currently being rented to Appleton Campbell, Inc.; a provider of Plumbing, HVAC, and Electrical services to the surrounding area. We would like to screen the back portion of the property from the street views, in an attempt to screen trucks, equipment, dumpsters and the like. Due to the elevation difference from the street and the new round about (the back of our property is considerably lower) to the back of the property a fence with a height of eight (8) feet will do a better job of this. We have included pictures to indicate the proposed locations of the fence with one picture showing a view from the sidewalk at the round-about. On this picture I have marked lines in red indicating six (6) feet high and eight (8) feet high respectively. We appreciate your consideration of this request, and I am certainly available to provide any additional information.

Regards,



Scott Wayland  
PRKLOT, LLC.  
540-229-7662

NOTES

- THE PROPERTY SHOWN HEREON IS LOCATED IN FAUQUIER COUNTY AT PIN 6983-68-5113, AND IS ZONED INDUSTRIAL/GENERAL.
- THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF THE FOLLOWING:
- RASPBERRY HILL PROPERTIES, INC.  
10000 WOODLAND DRIVE  
WARRENTON, VA 20198
- AS RECORDED AT DEED BOOK 1334, PAGE 116 AMONG THE LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA.
1. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF FAUQUIER COUNTY, VIRGINIA, AND A FIELD SURVEY PERFORMED BY THIS FIRM ON NOVEMBER 7, 2023.
  2. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD AND THOSE RECORDED HEREWITH. PIEDMONT LAND SURVEYORS HAS NOT BEEN PROVIDED A TITLE REPORT AND THEREFORE THIS PLAN DOES NOT NECESSARILY INDICATE THE EXISTENCE OF ALL COVENANTS AND RESTRICTIONS ON THE PROPERTY.
  3. THE PROPERTY SHOWN HEREON IS IN ZONE "X", AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP FOR FAUQUIER COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 508103080, EFFECTIVE DATE: FEBRUARY 6, 2008.
  4. ALL PROPERTY CORNERS HAVE BEEN FOUND OR SET.
  5. THE POSITION OF ALL IMPROVEMENTS SHOWN HEREON HAVE BEEN CAREFULLY ESTABLISHED BY ELECTRONIC EQUIPMENT AND/OR TAPE SURVEY.
  6. UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.

PROPOSED FENCE  
FROM CORNER OF BUILDING  
120' INTO WOODS

RECORD NORTH  
D.B. 952, PG. 871

671 FALMOUTH ST.



SOUTHSHORE SELF STORAGE, LLC  
PIN: 6983-67-9920  
D.B. 9333 PG. 1811

SCOTT VIRGINIA PROPERTIES, LLC  
PIN: 6983-68-5113  
D.B. 1523 PG. 1771

MORRIS ROETTER  
PIEDMONT LAND SURVEYORS, PLLC  
PIN: 6983-68-5351  
D.B. 1063 PG. 1780

REVISION

PIEDMONT  
LAND SURVEYORS, PLLC

P.O. BOX 250  
RUEYVILLE, VA 22737  
Phone: (540) 222-5037  
piedmontlandsurveyors.com  
richard@piedmontlandsurveyors.com

A BOUNDARY SURVEY  
ON THE LAND OF  
RAPBERRY HILL PROPERTIES, LLC

DEED BOOK 952, PAGE 871

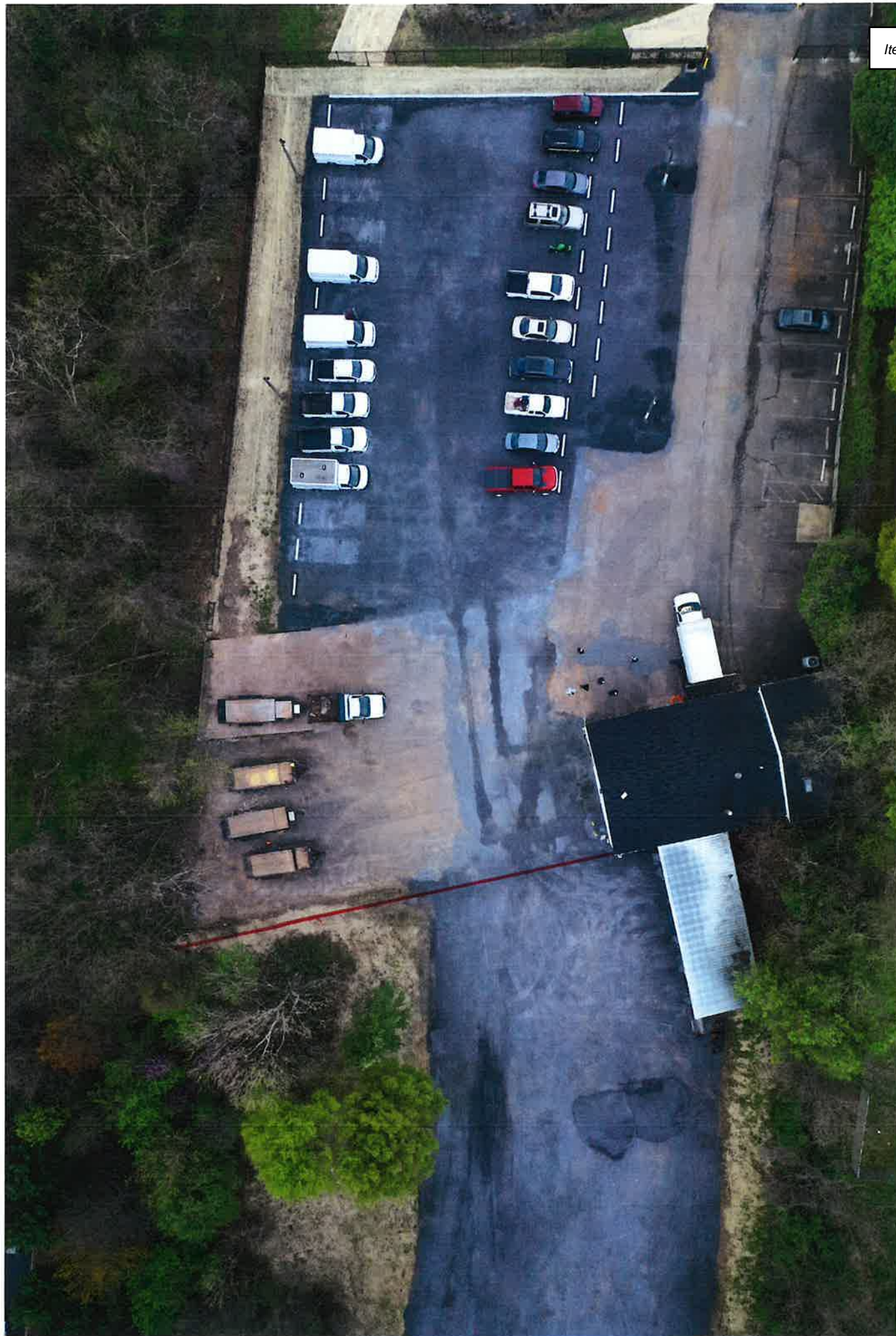
CENTER MAGISTERIAL DISTRICT  
TOWN OF WARRENTON  
FAUQUIER COUNTY, VIRGINIA

DATE:  
NOVEMBER 10, 2023

SCALE: 1" = 40'



120' LONG & HIGH  
PROPOSED FENCE





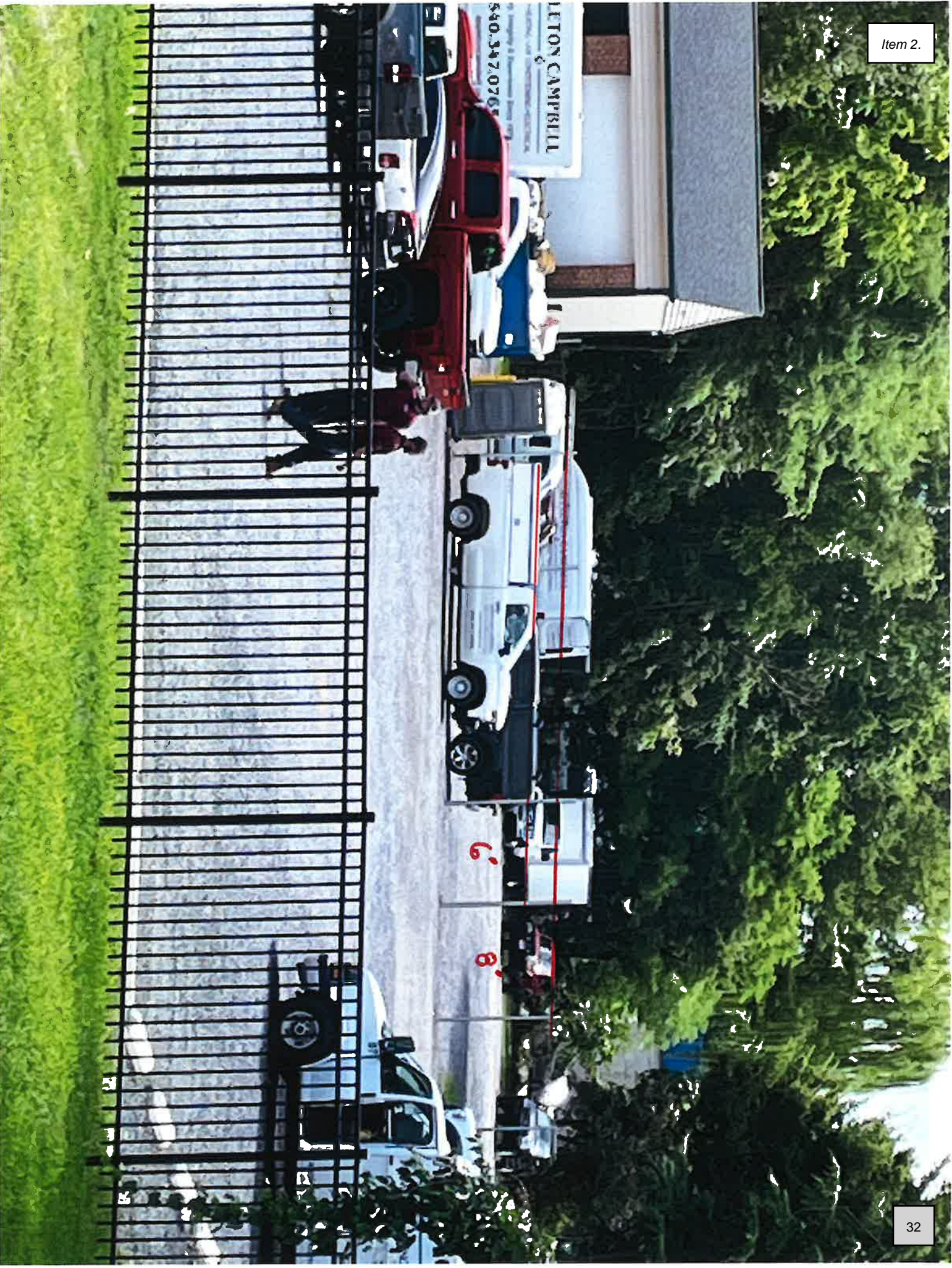


PROPOSED FENCE  
120' LONG 8' HIGH











PROPOSED FENCE FROM CORNER OF BUILDING,  
671 PALMOUTH ST.







671 FALMOUTH ST.









EXAMPLE OF PROPOSED CONSTRUCTION TYPE - BOARD/BATTEN ON STEEL FRAME



Doc ID: 009371810002 Type: DEE  
 Recorded: 12/20/2023 at 08:26:02 AM  
 Fee Amt: \$6,980.33 Page 1 of 2  
 Fauquier County, VA  
 Gail H Barb Clerk of Circuit Court  
 File# 2023-00007633

Item 2.

BK 1761 PG 2-3

Consideration \$1,600,000.00; Assessed Value \$948,200.00; PIN: 6983-68-5113-000

Title Underwriter: American Land Title Association

Prepared by: Mark F. Hyson (VSB#48406), 86 E Lee Street, Warrenton, Virginia 20186

Grantees Address:

285 Livingston Blvd  
 Warrenton, VA 20186

### THIS DEED

made and entered into this 18th day of December, 2023, by and between RASPBERRY HILL PROPERTIES, INC., a Virginia corporation, GRANTOR; and PRKLOT, 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 and sufficiency of which is hereby acknowledged, the GRANTOR does hereby GRANT and CONVEY with SPECIAL WARRANTY unto the said GRANTEE, the following described real property, to-wit:

ALL THAT certain lot or parcel of land, lying and being situate in the Town of Warrenton, Fauquier County, Virginia, containing 2.125 acres, more or less, as shown on plat of survey prepared by Carson & Harris, Surveyors, dated February 27, 2002, entitled "Plat Showing Boundary and Improvement Survey on the Property of George H. Mitchell and Donna M. Mitchell", attached to Deed recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, in Deed Book 952 at Page 867.

AND BEING the same property conveyed to Raspberry Hill Properties, Inc., a Virginia corporation, by Deed from Skyward LLC, a Virginia limited liability company, dated December 17, 2009, and recorded in the aforesaid Clerk's Office in Deed Book 1334 at Page 116.

This conveyance is subject expressly 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 GRANTEE and his successors, in fee simple, forever.

EXAMINED & RETURNED  
 MORRISON ROSS & WHELAN

WITNESS the following signature and seal:

Raspberry Hill Properties, Inc.

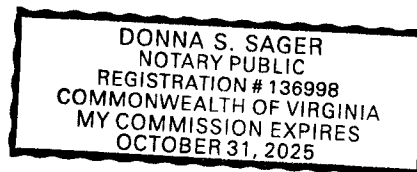
By: Karen D. Champ (SEAL)  
Karen D. Champ, President

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

The foregoing instrument was acknowledged before me this 18th day of December, 2023, by Karen D. Champ, President.

Donna S. Sager  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration ID#: \_\_\_\_\_



RECORDED IN CLERK'S OFFICE OF  
FAUQUIER ON  
DECEMBER 20, 2023 at 8:26:08 AM  
AS REQUIRED BY VA CODE §58.1-802  
STATE: \$800.00 LOCAL: \$800.00  
FAUQUIER COUNTY, VA  
GAIL H BARB CLERK OF CIRCUIT COURT

Gail H Barb



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Book

B. 348

THIS DEED, made and entered into this the 11th day of December, 1963 by and between GERTRUDE T. HITCHCOCK, Widow, party of the first part and MILTON RITZENBERG and ALVIN I. KAY, Trustees, parties 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 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, Fauquier County, Virginia, and being a portion of that certain conveyance to Walter A. Hitchcock by the Fauquier National Bank of Warrenton, Warrenton, Virginia, Administrator w.v.a. of the Estate of Harrison Nesbit 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 Fauquier 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 Fauquier 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 T. 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 annuities thereunto belonging or in anywise appertaining unto Milton Ritzenberg 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 T. Hitchcock (SEAL)

Gertrude T. Hitchcock



STATE OF VIRGINIA

COUNTY OF FAUQUIER, TO-WIT:

I, Elizabeth Rector, 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 11th day of December, 1963.

DB 223 pg 572

# HITCHCOCK PROP

## TOWN OF WARRENTON AND CENTER DISTRICT FAUQUIER COUNTY, VIRGINIA

LAND SURVEYORS  
VA. CLS. NO. 849, NO. 626

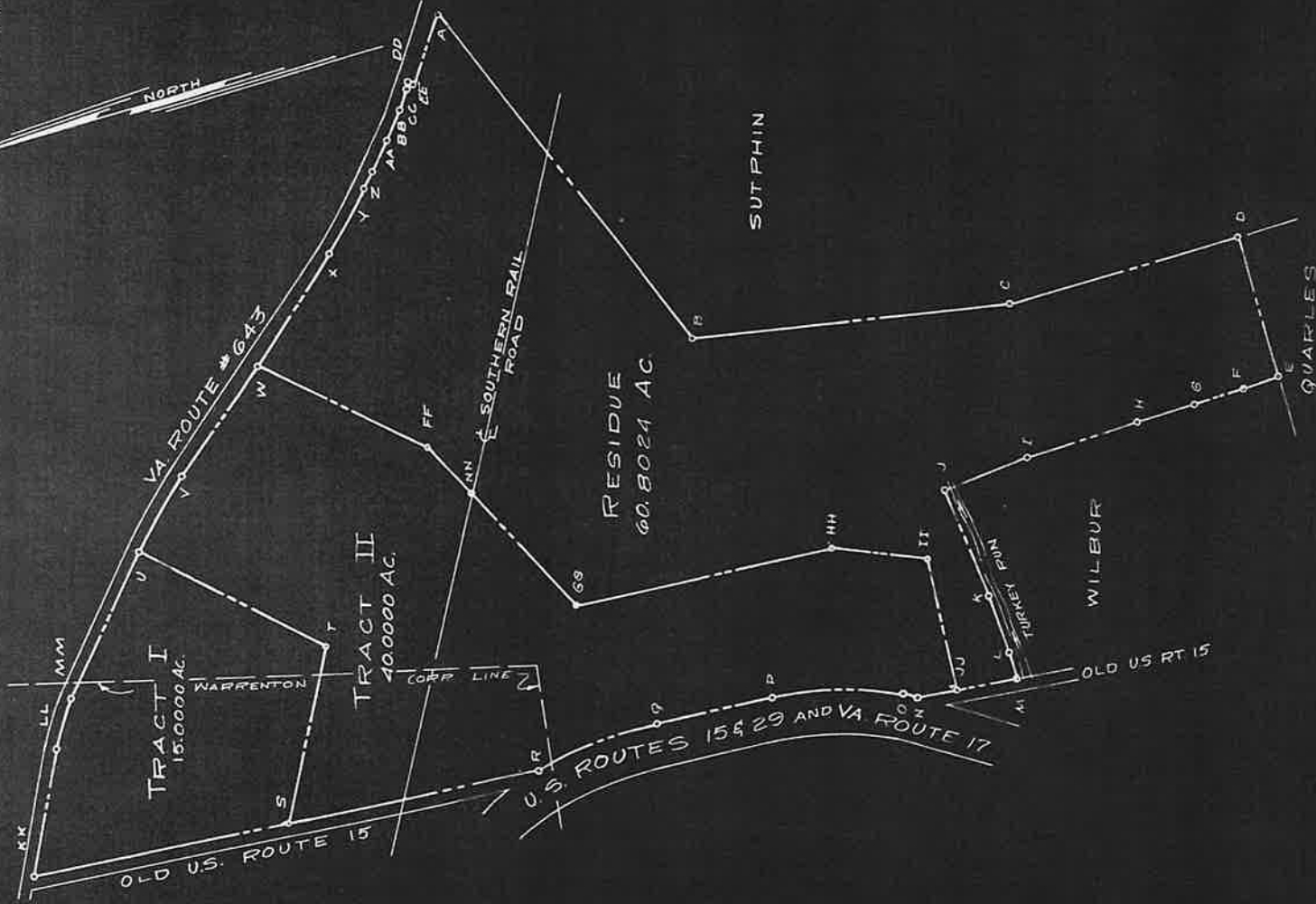
BY  
R. M. BARTENSTEIN AND ASSOCIATES  
WARRENTON, VA.

CIVIL ENGINEERS  
VA. CCE. NO. 788, 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  $N4^{\circ}36'100''E$  861.60 feet to (KK), an iron pipe to be set, thence with the southwest line of Virginia Route 643, as follows:  $S62^{\circ}48'08''E$  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. PARTENSTEIN & 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

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; 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.

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FITZBERG

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December 17,

Warrenton, Pop. Clerk



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, else remain in full force and effect. WITNESS the following signatures and seal s of the part ies of the first part, the day and year first hereinabove written:

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

I, Gertrude T. Hitchcock, whose commission expires on the 11th day of December, 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, 1963, have the same before me, in my county aforesaid.

GIVEN UNDER MY HAND, this the 11th day of December, 1963.

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: Gertrude T. Hitchcock, Clerk

The foregoing Deed of Trust has been fully paid and satisfied

+ Gertrude T. Hitchcock by H. L. Pearson, Clerk

Signature attested and Not e secured herein exhibited to me cancelled, this 24 August 1973  
H. L. Pearson, Clerk

Gertrude T. Hitchcock, 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  
SEAL, TEES

Exd. v. 10th. to  
upton Richard  
city Warrenton  
the the see  
11-1963

W. H. Ch.  
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> 1963 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,

party 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

RUST )

; C J JR,

mailed  
Richards  
Warrenton,  
in Dec  
1963.  
429, all  
by S.S.B.

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.

RITZENBURG, M  
& ALS

B & S

COMMONWEALTH  
GENERAL CORP.

*Exd. v. Del.  
to Richards  
v. Richards  
atty. Warren  
Tom not used  
Jan. 18. 1967*

*BBB  
BK.*

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

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

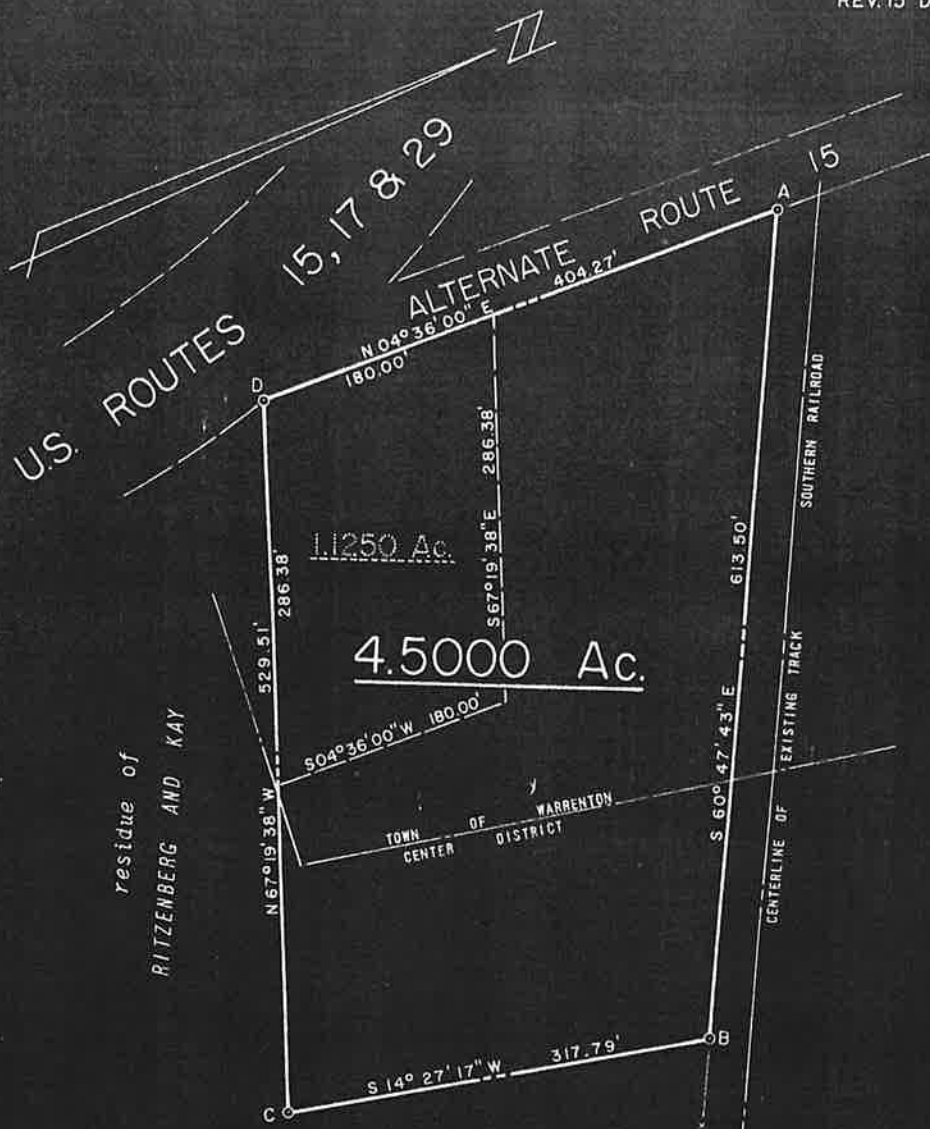
R. M. BARTENSTEIN & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
WARRENTON & MANASSAS, VIRGINIA

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. Means* Chairman  
*John B. Means* Secretary  
Date *Jan 13 1967*  
*Henry Martin* Administrator

PORTION OF RITZENBERG AND KAY PROPERTY  
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  
R. M. Bartenstein, V.A.C.L.S. 1549  
R. M. Bartenstein & Associates

Blaine B. Kay (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.

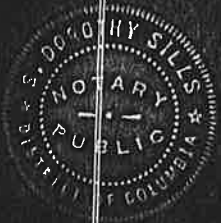


S. Dorothy Sells  
NOTARY PUBLIC

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.



S. Dorothy Sells  
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: J. H. Pearson Clerk



BK 0785PG 1127

9707593

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

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. &

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

BK 0785 PG 1128

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

BK 0785PG 1129

Item 2.

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

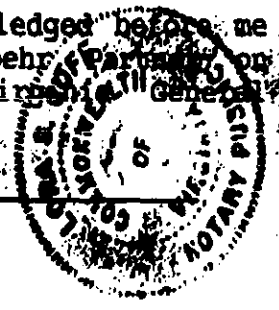
George H. Mitchell (SEAL)  
GEORGE H. MITCHELL

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. Hoff  
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. Hoff  
Notary Public



My Commission Expires: June 30, 2001  
HPW/lbg/897-24451



585937  
CAD 1 INC. 301-595-1120

BK 0785 PG 1130

Item 2.

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

N04°36'00"E  
180.00'

IPF

S67°19'38"E  
286.38'

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

\*THIS  
LINE  
VACA

180.00'  
S04°36'00"W

286.38'

(T) 529.51'  
N67°19'38"W

IPF

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

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.
- COMM-PANEL # 510055 0285 A EFFECTIVE DATE: NOV. 1, 1979. &  
COMM-PANEL # 510057 001 B EFFECTIVE DATE: AUG. 1, 1979.
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.

*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)

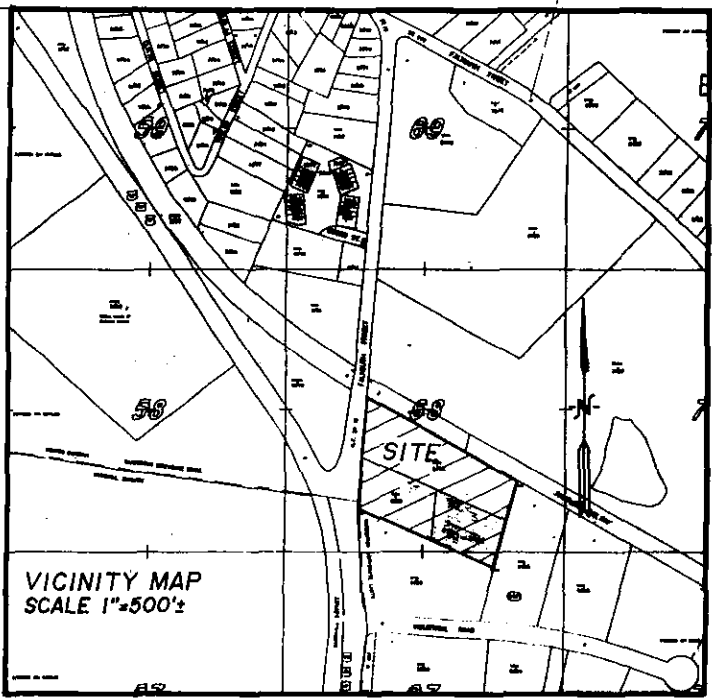
(T) 529.51'  
N67°19'38"W

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



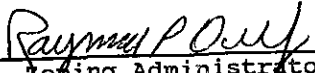
BK 0785 PG 1133

SURVEYOR'S CERTIFICATE

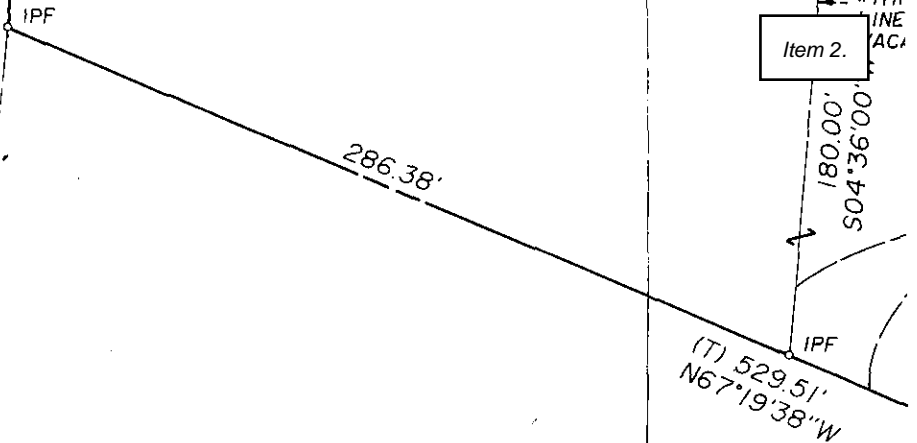
# APPROVED

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

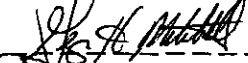
BK 0785 PG 1132

**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.
- COMM-PANEL # 510055 0285 A EFFECTIVE DATE: NOV. 1, 1979. &
- COMM-PANEL # 510057 001 B EFFECTIVE DATE: AUG. 1, 1979.
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**

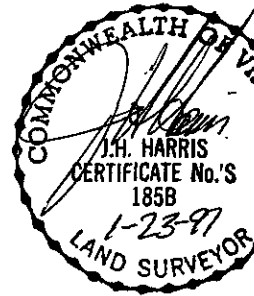
THIS BOUNDARY LINE ADJUSTMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES.

  
 Morris-Roehr Partnership

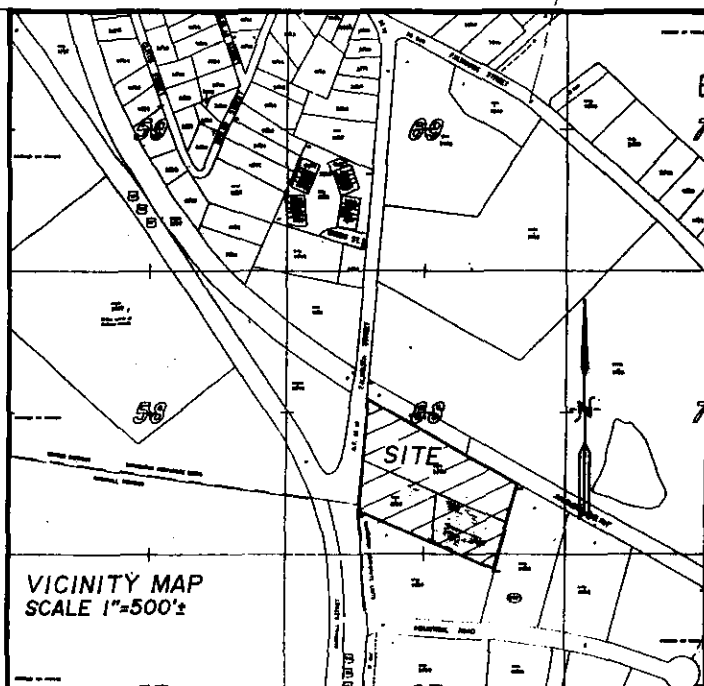
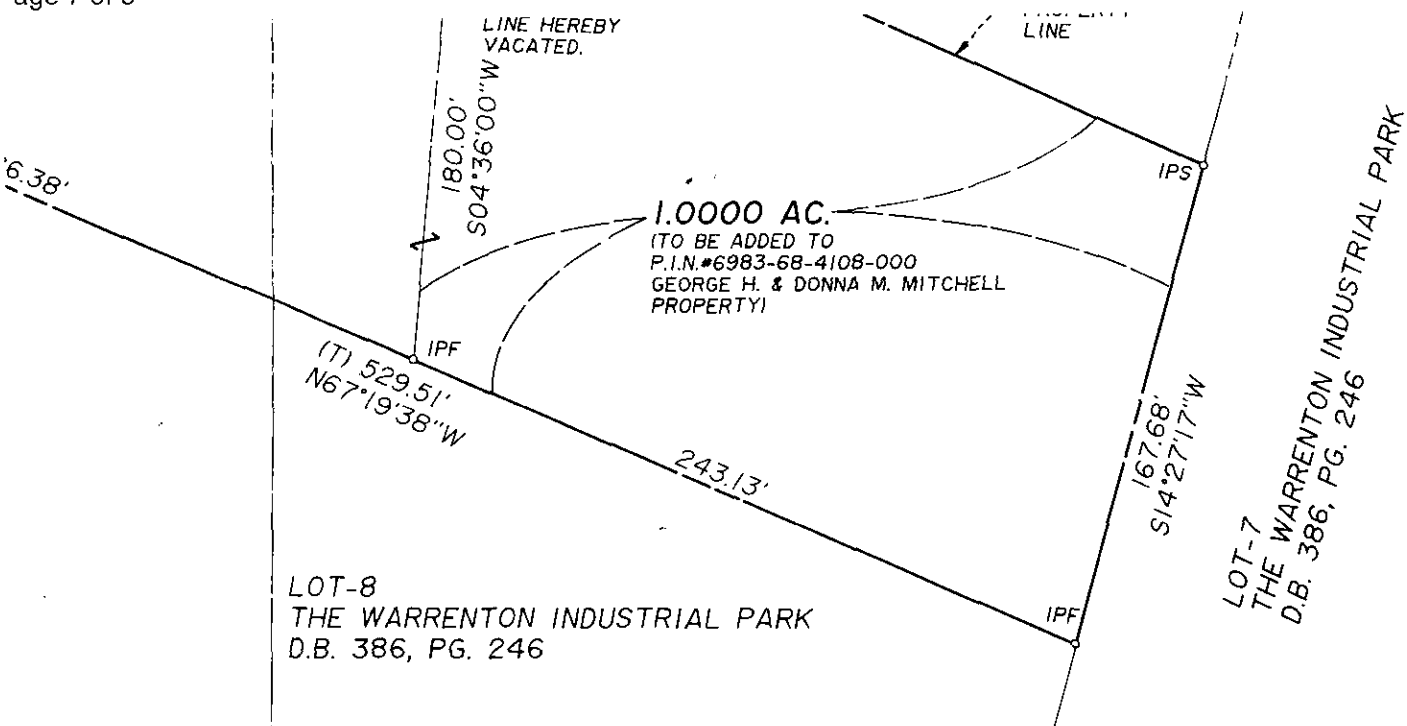
CERTIFICATE OF ACKNOWLEDGEMENT OF SIGNATURES:

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

**SURVEY**  
 I, JAMES H. HARRIS, VIRGINIA, KNOWLEDGE AND STAMPED PROFESSIONAL, I FURTHER AS FOUND GEORGE H. HARRIS, AS FOUND BOOK 73 BEEN BASED IN DEED B





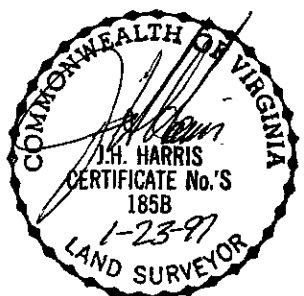


BOOK 0785 PG 1133

**SURVEYOR'S CERTIFICATE**

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*  
JAMES H. HARRIS L.S. NO. 185-B



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

**SHEET NO. 1 OF 1**

BK0785PG1134

Item 2.

VIRGINIA, IN THE CLERK'S OFFICE OF THE FAULKNER 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

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

OCT - 1 1993  
SAB

BK0704P60047

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

BOOK 272 PAGE 17

- 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  
\$ 49,330.00

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

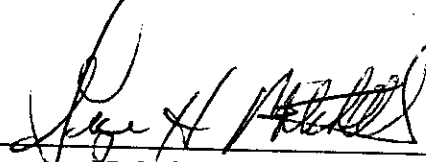
Examined and  
Returned to:  
  
WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER HALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

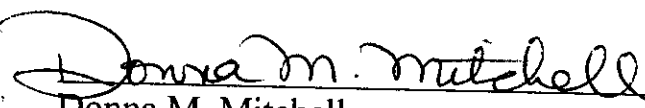


TO HAVE AND TO HOLD the said land and premises, together with all rights, ways, appurtenances and easements thereto belonging, or in anywise appertaining unto the said Grantee and its successors in fee simple, forever.

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.

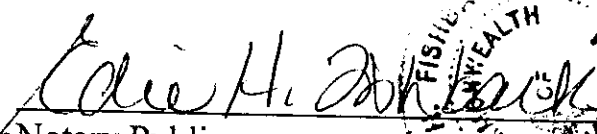
WITNESS the following signatures and seals:

  
\_\_\_\_\_(SEAL)  
George H. Mitchell

  
\_\_\_\_\_(SEAL)  
Donna M. Mitchell

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.

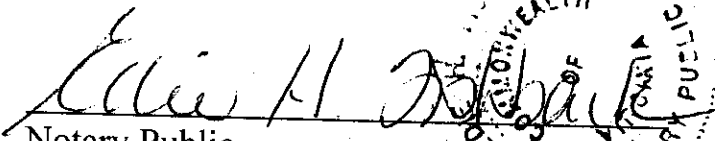
  
\_\_\_\_\_  
Notary Public

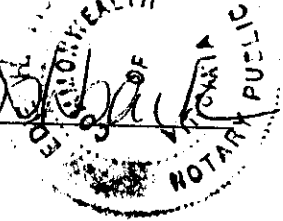


My Commission Expires: 8/3/05

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

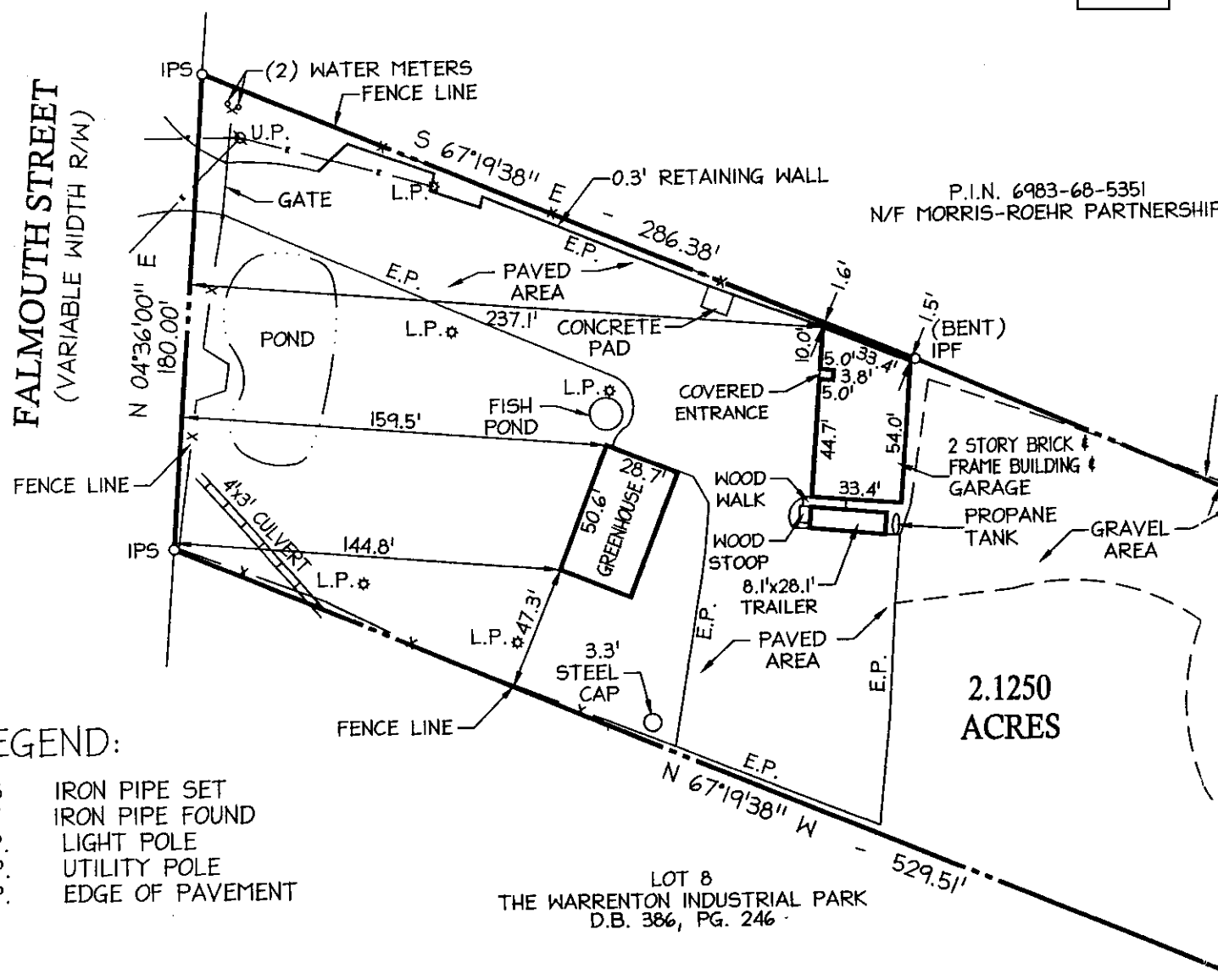


My Commission Expires: 8/31/05

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

JRP/29101/ef

FALMOUTH STREET  
(VARIABLE WIDTH R/W)



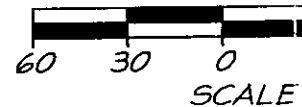
LEGEND:

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

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:



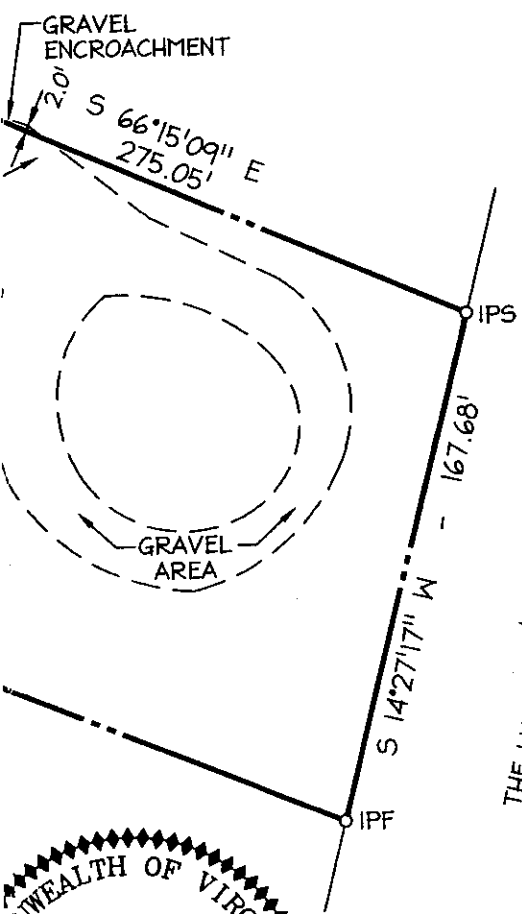
NOTES:

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



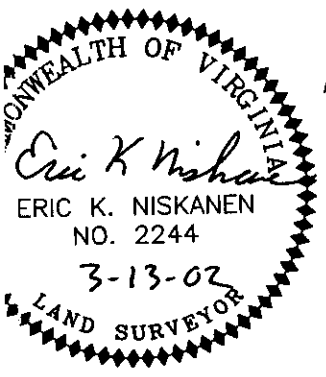
LOT 7  
THE WARRENTON INDUSTRIAL PARK  
D.B. 386, PG. 246

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

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

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: ~~416~~ (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:

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:

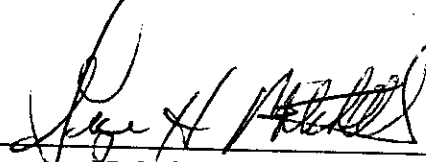
WALKER, JONES, LAWRENCE,  
DUGGAN & SAVAGE, P.C.  
ATTORNEYS AT LAW  
CARTER HALL  
31 WINCHESTER STREET  
WARRENTON, VIRGINIA 20186

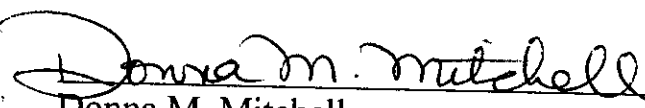


TO HAVE AND TO HOLD the said land and premises, together with all rights, ways, appurtenances and easements thereto belonging, or in anywise appertaining unto the said Grantee and its successors in fee simple, forever.

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.

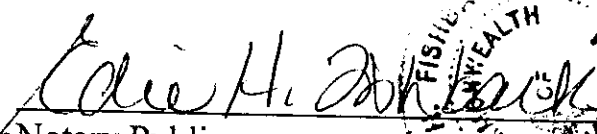
WITNESS the following signatures and seals:

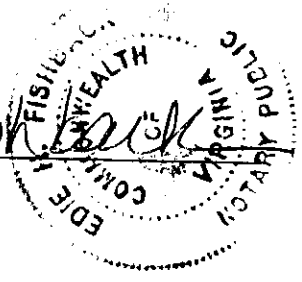
  
\_\_\_\_\_  
George H. Mitchell (SEAL)

  
\_\_\_\_\_  
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.

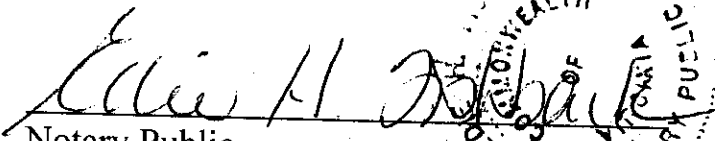
  
\_\_\_\_\_  
Notary Public

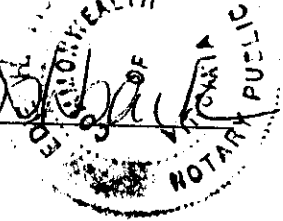


My Commission Expires: 8/3/05

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

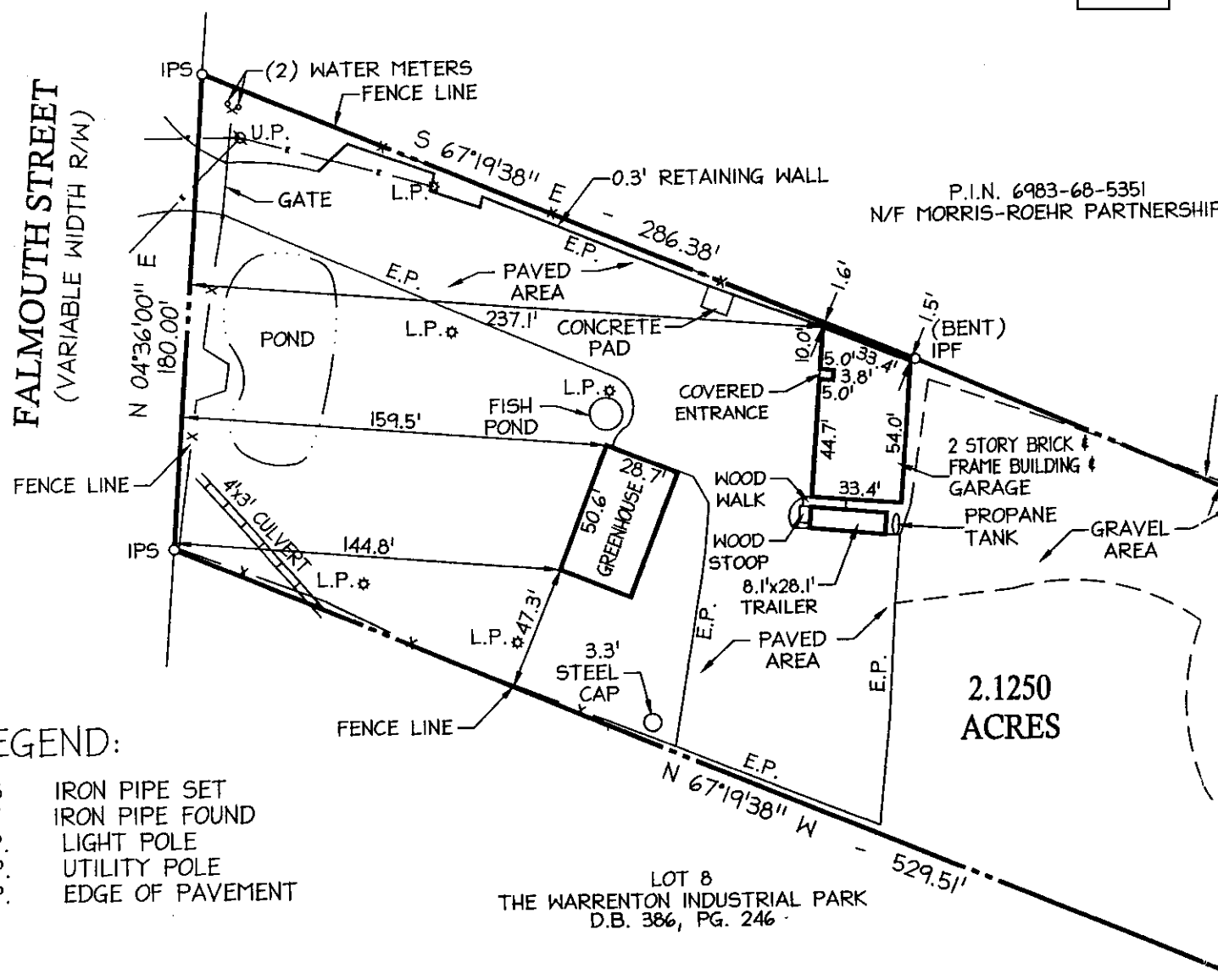
Document Prepared By:  
Walker, Jones, Lawrence, Duggan & Savage, P.C.

JRP/29101/ef

BK 0952 PG 0870

Item 2.

FALMOUTH STREET  
(VARIABLE WIDTH R/W)



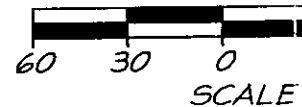
LEGEND:

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

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:



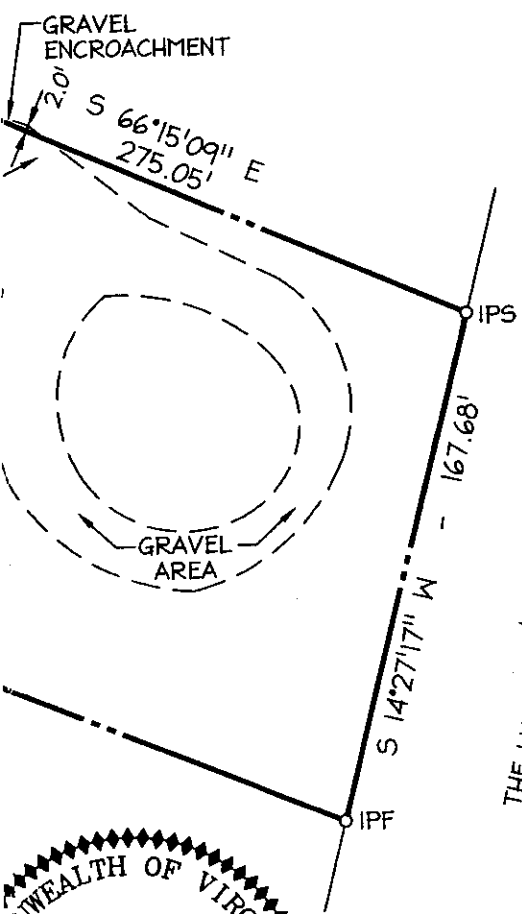
NOTES:

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



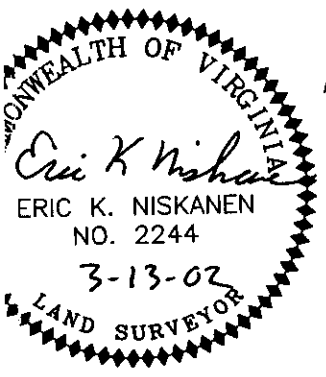
This does not constitute a subdivision and may be entered to record.

*Raymond 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: ~~416~~ (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 1134 PG 178-184

## 7



## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Warrenton District, Fauquier County, Virginia, as more fully described on Plat(s) Numbered 40-04-0322, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE's** option, for other damage done to **GRANTOR's** property inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE's** facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials:  \_\_\_\_\_

(Page 2 of 5 Pages)

DVPIDNo(s). 40-04-0322

Form No. 728493A2(Dec 2004)  
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2

## Right of Way Agreement

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

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

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

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

Initials:  \_\_\_\_\_

(Page 3 of 5 Pages)  
DVPIDNo(s). 40-04-0322

Form No. 728493A3(Dec 2004)  
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## Right of Way Agreement

11. **GRANTOR** covenants that:

- (a) it is seised of and has the right to convey the interests, rights, and privileges granted under this Right of Way Agreement;
- (b) delivery and recordation of this Right of Way Agreement will entitle **GRANTEE** to quiet and peaceable possession, use, and enjoyment of that easement, rights, and privileges;
- (c) it will execute such further assurances thereof as reasonably may be required; and
- (d) the Manager's and Signatory's warranties in paragraph 12, below, are correct.

12. This Right of Way Agreement is executed for **GRANTOR** by a corporation that is **GRANTOR's** manager or managing member (the "Manager"). The Manager, and the natural person (the "Signatory") who has executed this Right of Way Agreement for the Manager, warrant as follows:

- (a) **GRANTOR** is a limited liability company validly organized and existing under the laws of the State of Virginia.
- (b) **GRANTOR** is in full compliance with all applicable requirements relating to its organization, its continued existence, and its authority to operate under the laws of its state of organization and in the Commonwealth of Virginia.
- (c) **GRANTOR** has all power and authority requisite to owning and operating its assets as referred to in this Right of Way Agreement and to carrying on its business as now conducted and as currently proposed to be conducted.
- (d) **GRANTOR** has the authority to enter into, execute, and deliver this Right of Way Agreement to **GRANTEE** and to incur and perform its obligations hereunder.
- (e) the Signatory's execution and delivery of this Right of Way Agreement on behalf of the Manager has been duly authorized in conformity with (i) the organizational documents of **GRANTOR** and of the Manager and (ii) the laws of the state or states where **GRANTOR** and the Manager are organized.

13. The individual executing the Right of Way Agreement on behalf of **GRANTOR** warrants that the **GRANTOR** is a limited liability company ("LLC") duly organized and currently existing and in good standing under the laws of Virginia and that he or she is duly and fully authorized as a (manager/managed or member/managed) thereof to execute the easement on behalf of said LLC. Execution of this Agreement is not prohibited, nullified, voided, or otherwise invalidated by the current Operating Agreement or other documents of the LLC.

(Page 4 of 5 Pages)

DVPIDNo(s). 40-04-0322

Form No. 720202A1{Sep 2004}  
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4



Right of Way Agreement

**NOTICE TO LANDOWNER:** You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

**IN WITNESS WHEREOF, GRANTOR** has caused this Right of Way Agreement to be signed in its name by its duly authorized agent as of the date first written above.

Corporate Seal

Morris-Roehr Properties, LLC  
A Virginia Limited Liability Company  
By: Thomas Roeher  
(Name of Corporate Manager or Managing Member)  
By: \_\_\_\_\_

Title: Managing Member

State of Virginia  
City/County of Fauquier

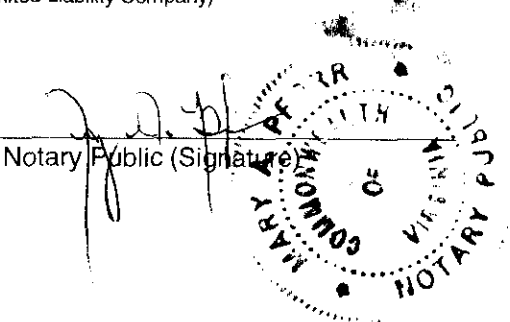
The foregoing instrument was acknowledged before me this 10th day of December, 2004,  
by Thomas Roeher Managing Member of Thomas Roeher  
(Name of Signatory) (Title of Signatory) (Name of Corporate Manager)

which is the Managing Member of Morris-Roehr Properties, LLC  
("Manager" or "Managing Member") (Name of Limited Liability Company)

on behalf of the corporation and of the limited liability company.

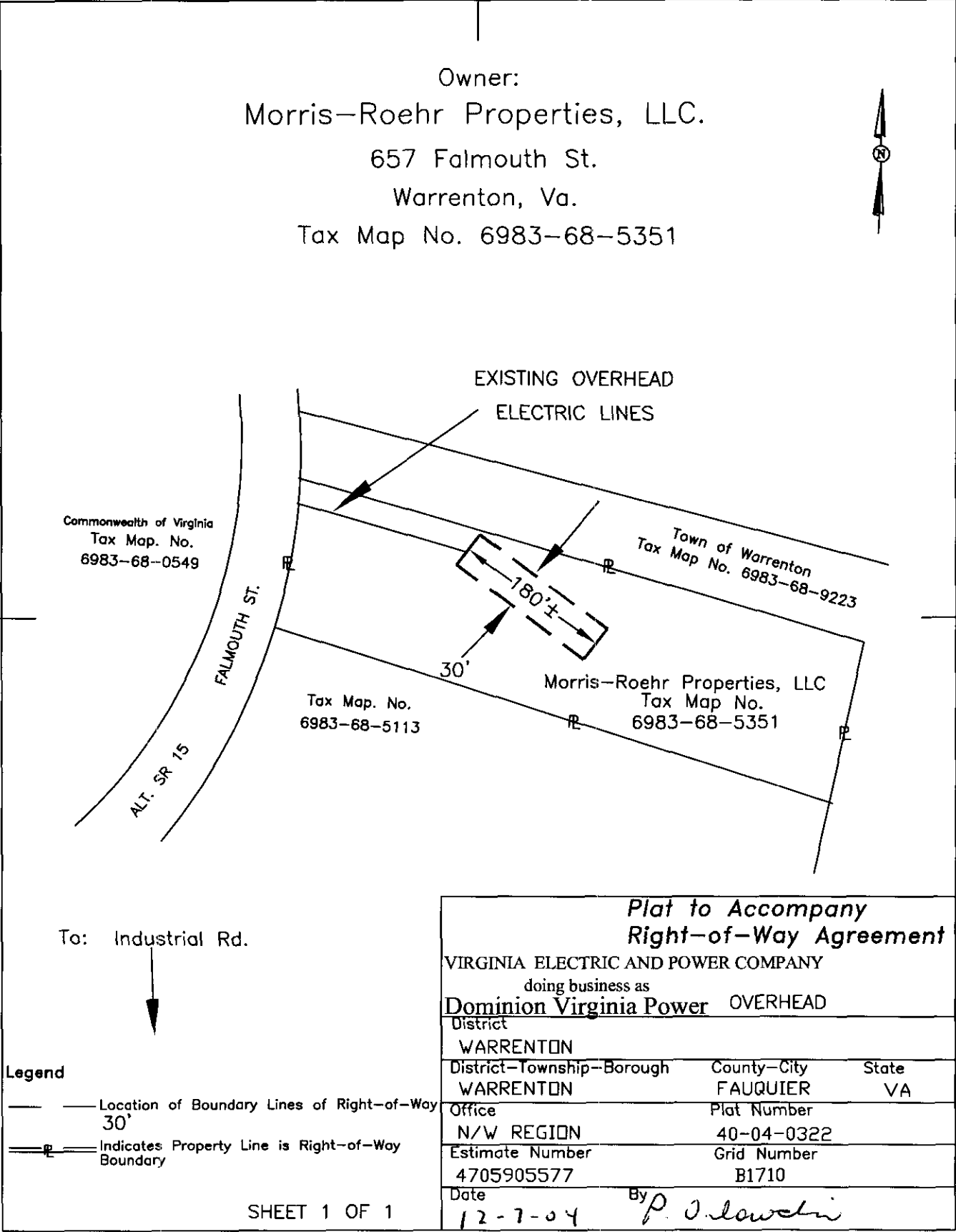
Mary Pferr  
Notary Public (Print Name)

My commission expires: May 31, 2006



5





6

**AFFIDAVIT**

**AFFIANT**, first being duly sworn, states as follows:

1. I am a Member of Morris-Roehr Properties, LLC, a member-managed Virginia Limited Liability Company (the "LLC").
2. I make this affidavit in support of my execution of an easement on behalf of the LLC conveying certain rights to Virginia Electric and Power Company (the "Easement").
3. The Articles of Organization of the LLC that are in effect on the date of this affidavit are incorporated herein by reference and have not been amended.
4. There are no limitations on a Member's authority in the current Operating Agreement or otherwise that would prohibit, nullify, void, or otherwise invalidate the grant of the Easement to the Company.
5. As of the date hereof, the LLC continues to exist and has not been dissolved for any reason, including but not limited to the bankruptcy of any Member of the LLC or the LLC itself, or the death, resignation, or expulsion of any LLC Member.

Thomas Roehr  
Affiant

State of Virginia  
City/County of Fauquier

**SWORN AND SUBSCRIBED TO** before me in my jurisdiction aforesaid this 14th  
day of December, 2004 by Thomas Roehr  
(Name of Member Signing)

Mary A. Pferr  
Notary Public (Print Name)

[Signature]  
Notary Public (Signature)

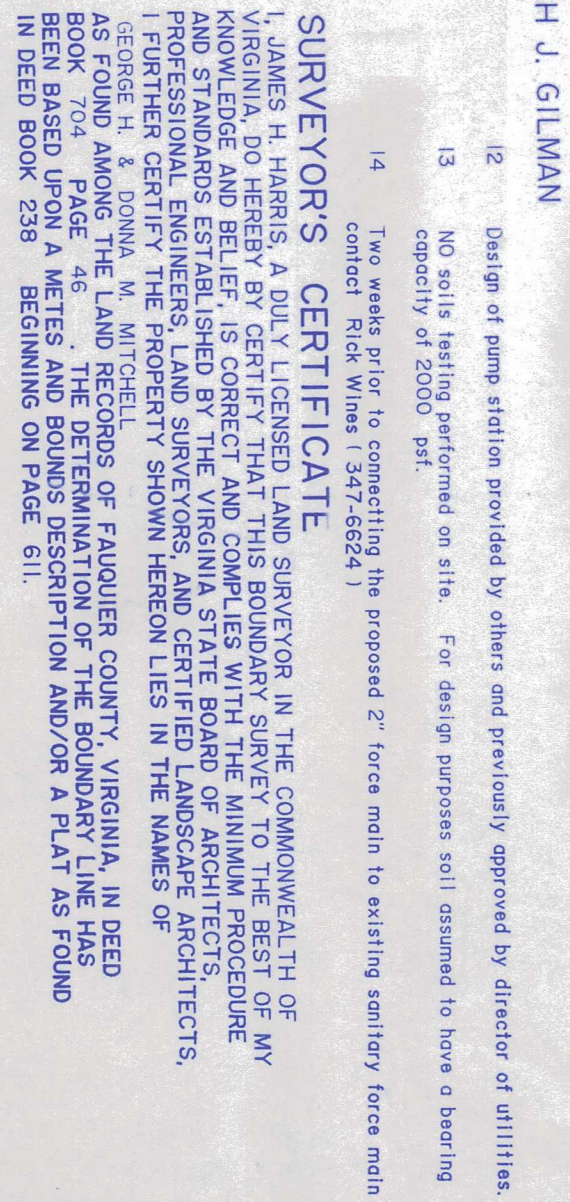
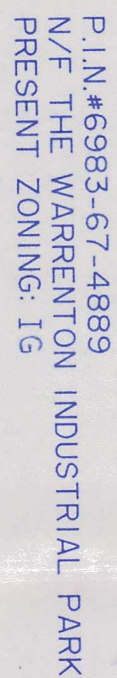
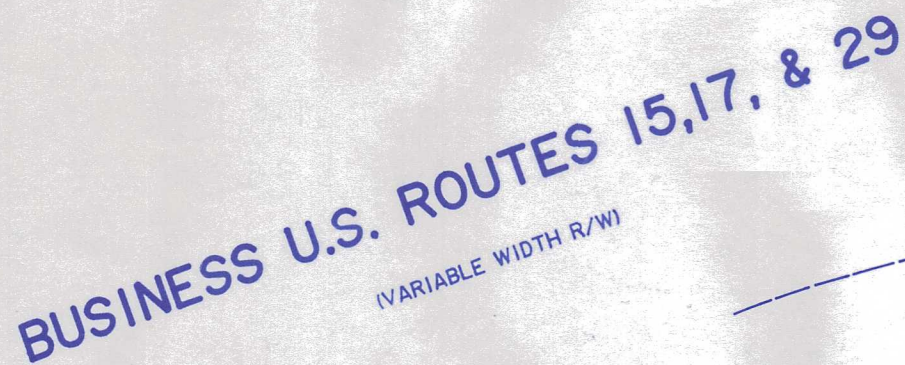
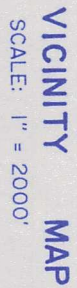
My commission expires: May 31, 2006

(Page 1 of 1 Pages)  
DVPIDNo(s). 40-04-0322

Form No. 721304A(Sep 2004)  
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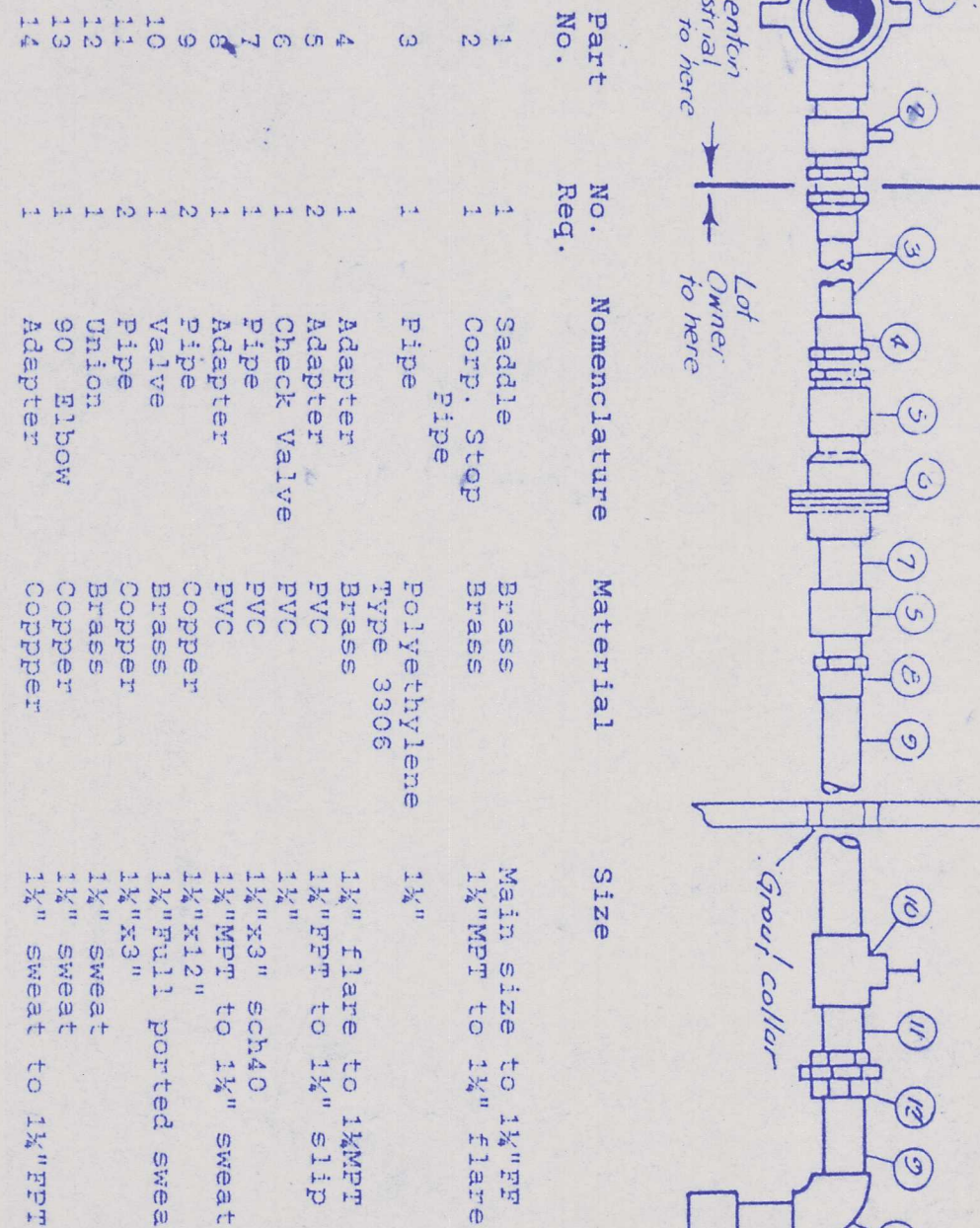
RECORDED IN CLERKS OFFICE OF  
FAUQUIER ON  
December 22, 2004 AT 9:18:04 AM  
\$0.00 GRANTOR TAX PD  
AS REQUIRED BY VA CODE § 58.1-802  
STATE: \$0.00 LOCAL: \$0.00  
FAUQUIER COUNTY, VA  
GAIL H BARB CLERK OF CIRCUIT COURT  
Gail H Barb, clerk





Parking Required	
Gross Landscaping	= 20% = Display Retail
10,400 sq ft x .20	= 3,260 sq
Display Retail/400 = 9 Parking Spaces	
Customer Parking	9 Parking Spaces
12 Employees/1.5	8 Parking Spaces
Handicap Space	1 Parking Spaces
Company Vehicle	6 Parking Spaces
Total	24 Parking Spaces
Parking Provided	
Customer Parking	9 Parking Spaces
Employees	8 Parking Spaces
Handicap Space	1 Parking Spaces
**Company Vehicle	6 Parking Spaces
Total	24 Parking Spaces

\*\*Company Vehicle Parking spaces will be used for truckee parking during business hours while the trucks are at offsite jobs. the company vehicles will only need the parking spaces after business hours.



\* FOR LOT OWNERS ON OPPOSITE SIDE OF ROADWAY  
CORPORATION STOP TO BE LOCATED AT PROPERTY LINE  
THIS DETAIL PROVIDED BY OTHERS

General Notes  
Mitchell Landscaping Site

- 1 No title report furnished. Other easements and/or
- 2 Rights-of-Way may exist.
- 3 Wetlands, if any, not shown.
- 4 Owner: George Mitchell  
5 6711 Palmetto Street  
6 671 Palmetto Street  
7 Warrenton, Va. 22186  
8 Phone: 703 347-5613
- 9 Property Consists of: 1,1250 acres  
10 Property Zoning: I-1 & I2  
11 Present Use: Landscape
- 12 The property as shown hereon does not lie within any known  
13 flood hazard zone as shown on the HUD FIRM  
14 maps. This does not constitute a flood study by this firm.  
15 Community Panel 513837 0001 Effective date: Aug. 1, 1979
- 16 Bench Mark: 22 - USGS M.N. 222 (1941). It was the  
17 center of the old railroad track and the east side of  
18 Palmetto Street with an elevation of 54.08'
- 19 All retaining walls shown are existing. They appear to be  
20 4x6 pressure treated timbers with deadman 4x6 anchored  
21 behind the wall with a 4" ADS drain and backfill with 57#  
22 stone and a dirt cup
- 23 A lighting plan will not be necessary. Business hours are  
24 indicated by the daylight
- 25 The owners will be responsible for the maintenance of the  
26 easement for the force main. The owner will be  
27 responsible for the force main in the right-of-way.  
28 Existing 4" underground pipe are to be removed only in the  
29 pond area. The other 4" pipes are to remain.



The owner shall be responsible for performing the community management facility:

The owner shall be responsible for performing the community management facility:

- The owner shall be responsible for performing the community management facility:

The owner shall be responsible for performing the community management facility:

The owner shall be responsible for performing the community management facility:

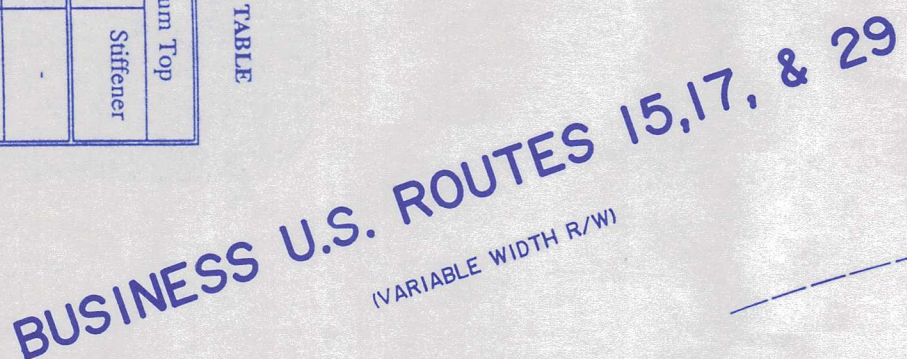


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TABLE	
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