

Road way

The Promise

"A road way is to be provided for a foard [ford] crossing at appx sta 1094+50"

This Agreement, Made this 11 day of Sept., 1935, by

and between D. H. Hiner, Harry J. Hiner & Mary J. Hiner of Highland County, Virginia, of the first part, hereinafter called "Landowner," and COMMONWEALTH OF VIRGINIA, of the second part, hereinafter called "Commonwealth,"

Witnesseth: That, Whereas, It is proposed by the Commonwealth to construct or otherwise improve a part of the State Highway No. 18, Project 724 F, between Bath Co. Line and Vanderpool in Highland County, Virginia, in accordance with the plans and specifications thereof on file in the office of the Department of Highways, Richmond, Virginia;

Now Therefore, For and in consideration of the premises, and of the benefits accruing or to accrue to the landowner by reason of the location and construction, or other improvements of said road, and for the further consideration of one dollar in hand paid to the landowner, receipt of which is hereby acknowledged, the landowner doth hereby covenant and agree to grant and convey in fee simple unto the Commonwealth of Virginia by good and sufficient deed of general warranty, properly executed, acknowledged and delivered, and free from encumbrances, and with usual covenants of title, upon demand of the Commonwealth, and upon payment to the landowner of the additional consideration as hereinbelow detailed a strip or parcel of land as shown by the plat and survey of said road along, through or over said lands, said plat and survey being on file in the office of the Department of Highways, at Richmond, Virginia, identified as Sheet No. 13 & 14, Project No. 724 F, Route 18, all of the said strip or parcel of land being located in Highland County, Virginia, and briefly described as follows:

Beginning at a point on the center line of Route # 18 between Bath Co. Line and Vanderpool, shown on the plans as being Sta. 1085+60 and adjoining the lands of Henkle Terry thence N15°54'W 207.6 ft. to Sta. 1087+67.6 thence with a 7°-00 curve (right) 1028.6 ft. to Sta. 1097+96.2; thence N56°06'E 287.5 ft. to Sta. 1100+83.5; thence with a 16° curve (left) 7.5 ft. to the lands of J. E. Hiner, being Sta. 1100+91.

The land to be conveyed hereunder being a strip or parcel of varying width lying on the West (left) side of and adjacent to the herein above described centerline, and being 40 ft. in width at Sta. 1085+60 thence narrowing to 35 ft. at Sta. 1087+00; and to 30 ft. from Sta. 1088+50 to Sta. 1096+00; thence widening to 35 ft. at Sta. 1097+00 and thence narrowing to 25 ft. at Sta. 1098+00 and continuing 25 ft. to Sta. 1100+91.

Also a strip or parcel of varying width lying on the East (right) side of and adjacent to said centerline and being 85 ft. wide at Sta. 1085+60; thence narrowing to 83 ft. at Sta. 1088+00 and to 75 ft. at Sta. 1089+00; thence widening to 85 ft. at Sta. 1098+00; thence narrowing to 25 ft. at Sta. 1099+00 and continuing 25 ft. to Sta. 1100+91.

Said strips or parcels containing 3.55 acres, more or less, ~~more or less~~

acres are included in the present right of way, leaving _____ acres, more
or less additional land.

Consideration: \$ ⁷⁵⁰ 750.00 for land, furrows, treeing down
or mooting three buildings, apple and sugar
trees, and all damage to residence

It is agreed the State is to lay a 1" water
line from the north side of road at sta 1097+90
to a point back of here house and construct a
concrete watering trough 6 x 4 x 2.

a road way is to be provided for a foard
crossing at appx sta 1094+50 The timber is
reserved by the owner and is to be cut under
the Standard Timber clause.

the owner agrees to clear the right
of way before payment is made, and in the
event they should fail to do so, the State has
the right to remove a mill and deduct the cost
from the above consideration.

In event the additional consideration hereinabove referred to is, in the opinion of the road officials of the Com-
monwealth, excessive, the Commonwealth shall not be obligated by this agreement.

This agreement shall be binding upon the landowner from and after execution thereof by the landowner, and shall
become null and void one year from the date hereof, and the rights of all parties shall cease and determine, unless
further extended by the landowner, or unless within that time, or any extension thereof, the Commonwealth shall have
commenced construction or improvement of said road, along, through or over said strip or parcel of land, or shall have
notified the landowner of its intention to demand deed under the provision hereof, or shall have demanded a deed.

The landowner covenants and agrees for himself, his heirs and assigns and successors, that the considerations
herein mentioned shall be in lieu of any and all claims to compensation and damages by reason of the location; con-
struction and maintenance of said road.

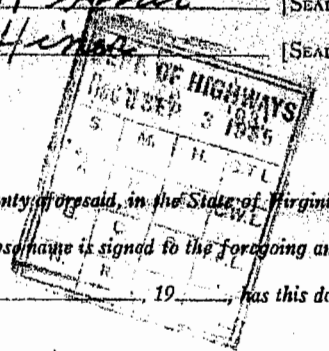
WITNESS the following signatures and seals:

"A road way is to be provided for a
foard [ford] crossing at appx sta 1094
+50."

H. A. Hiner [SEAL]
Harry S. Hiner [SEAL]
Mary S. Hiner [SEAL]

STATE OF VIRGINIA,
COUNTY OF _____

To-wit:



I, _____, a Notary Public, in and for the County of _____, in the State of Virginia,
do certify that _____ whose name is signed to the foregoing and
annexed writing, bearing date on the _____ day of _____, 19____, has this day
acknowledged the same before me in my County aforesaid.

Given under my hand this _____ day of _____, 19____.

Notary Public.

My Commission expires _____

a road way is to be provided for a road
crossing at appx Sta 1094+50.

Station 1094+50

"A road way is to be provided for a foard [ford] crossing at appx sta 1094+50"

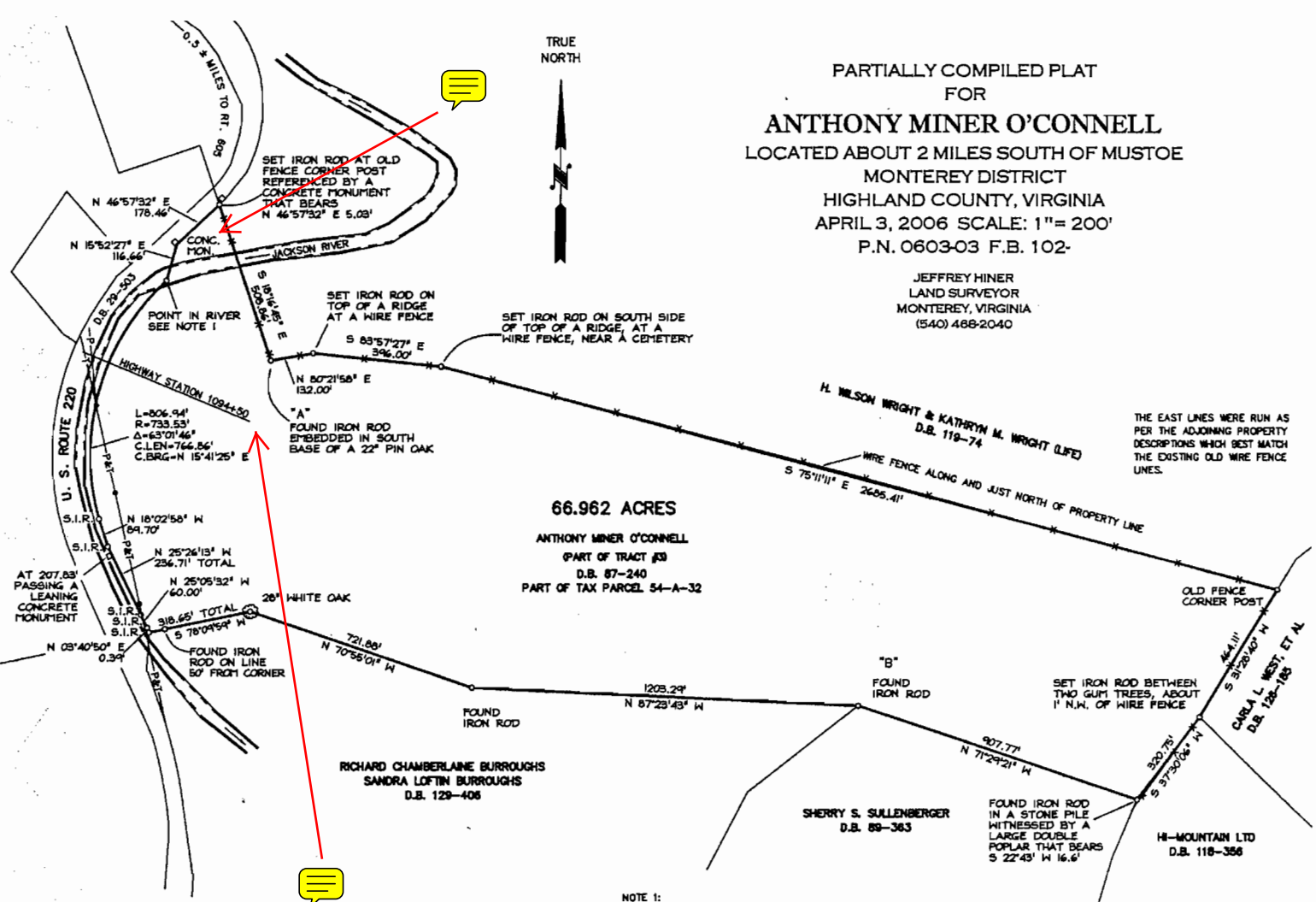
(I don't understand how Director Waymack interpreted the station location as 1044+50. Station 1044+50 is nowhere near the landowner's property.)

PARTIALLY COMPILED PLAT
FOR
ANTHONY MINER O'CONNELL
LOCATED ABOUT 2 MILES SOUTH OF MUSTOE
MONTEREY DISTRICT
HIGHLAND COUNTY, VIRGINIA
APRIL 3, 2006 SCALE: 1"=200'
P.N. 0603-03 F.B. 102-

JEFFREY HINER
LAND SURVEYOR
MONTEREY, VIRGINIA
(540) 468-2040

THE EAST LINES WERE RUN AS
PER THE ADJOINING PROPERTY
DESCRIPTIONS WHICH BEST MATCH
THE EXISTING OLD WIRE FENCE
LINES.

TRUE
NORTH



66.962 ACRES

ANTHONY MINER O'CONNELL
(PART OF TRACT #30
D.B. 87-240
PART OF TAX PARCEL 54-A-32

RICHARD CHAMBERLAINE BURROUGHS
SANDRA LOFTIN BURROUGHS
D.B. 129-406

SHERRY S. SULLENBERGER
D.B. 89-363

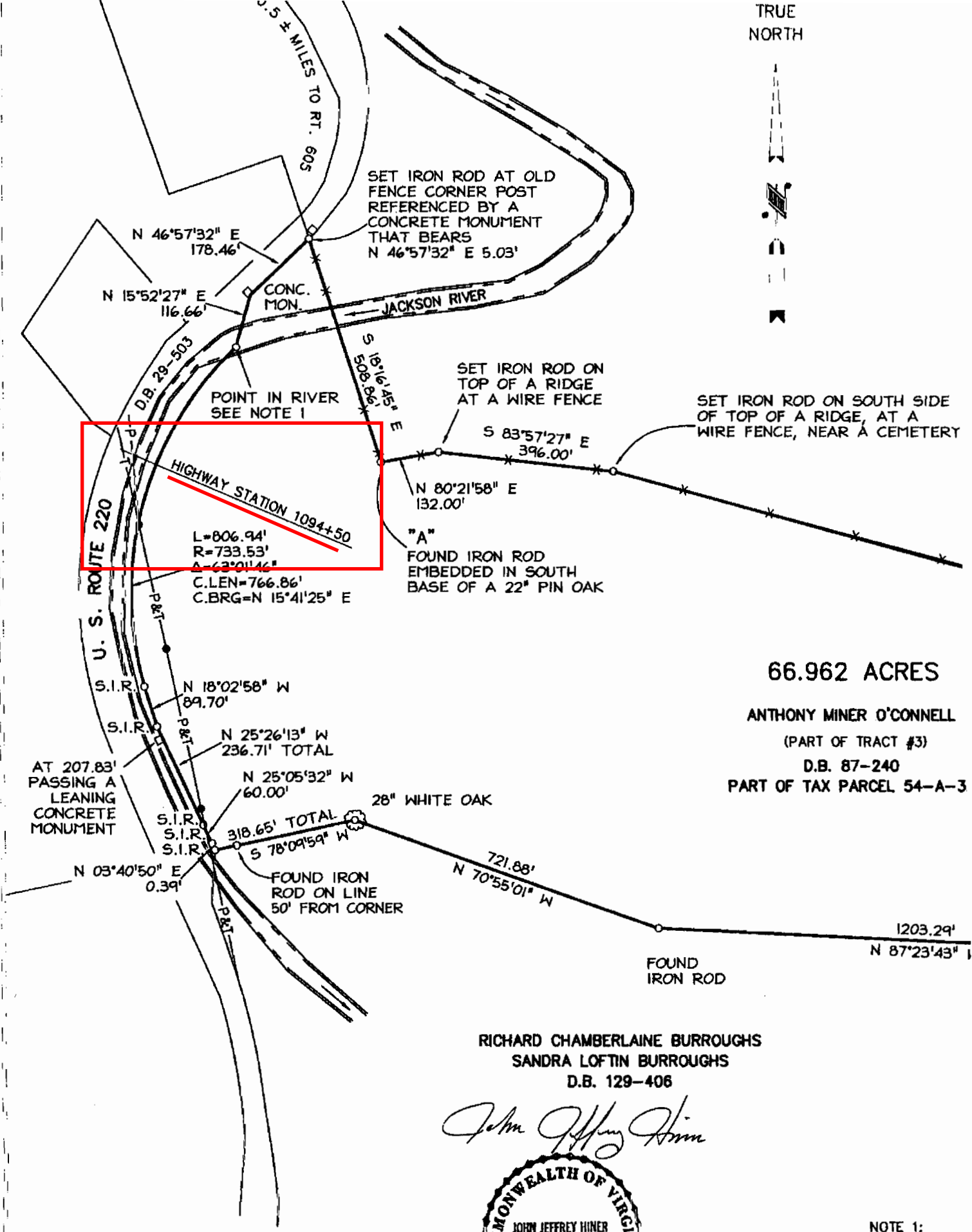
H-MOUNTAIN LTD
D.B. 118-356

NOTE 1:
THIS CORNER IS A POINT IN THE RIVER
WITNESSED BY A 22" ASH TREE THAT
BEARS S 21°33' W 27.0', AND
REFERENCED BY A FOUND 2" DRILL
STEEL 8" TALL IN THE RIVER THAT BEARS
S 89°08' W 4.83'.

ONLY THE LINES FROM "A" TO "B" AND THE RIGHT OF WAY
OF U.S. ROUTE 220 WERE RUN AT THIS TIME. ALL OTHER
LINES ARE BASED ON FORMER SURVEYS.

S.I.R. = SET IRON ROD
=: DENOTES A POWER POLE
P&T: DENOTES OVERHEAD POWER
AND TELEPHONE LINES

TRUE NORTH



66.962 ACRES

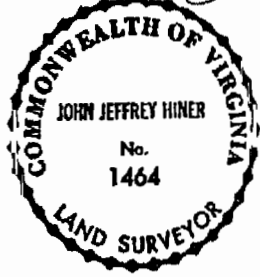
ANTHONY MINER O'CONNELL

(PART OF TRACT #3)

D.B. 87-240

PART OF TAX PARCEL 54-A-3

RICHARD CHAMBERLAINE BURROUGHS
SANDRA LOFTIN BURROUGHS
D.B. 129-406



S.I.R. = SET IRON ROD
●: DENOTES A POWER POLE
P&T: DENOTES OVERHEAD POWER AND TELEPHONE LINES

NOTE 1:
THIS CORNER IS
WITNESSED BY
BEARS S 21°33'
REFERENCED BY
STEEL 6" TALL
S 69°06' W 4.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

1401 EAST BROAD STREET
RICHMOND, 23219-1939

DAVID R. GEHR
COMMISSIONER

STUART A. WAYMACK
DIRECTOR, RIGHT OF WAY AND UTILITIES

November 17, 1997

Mr. Anthony M. O'Connell
216 Governor's Lane, Apartment 12
Harrisonburg, Virginia 22801

Dear Mr. O'Connell:

As I promised when we met on Friday, November 14, 1997, enclosed is a copy of the September 15, 1935, agreement between VDOT and the "Hinners". Also enclosed is a copy of the actual deed conveying the property to VDOT, which is dated October 21, 1935, and recorded in the Highland County Courthouse in Deed Book 29, Pages 503 through 505.

For your benefit, the Virginia Department of Transportation reads the handwritten section of the agreement with the Hinners to be as follows:

Consideration: \$750.00 for land, fencing, tearing down or moving three buildings, apple and sugar trees, and all damages to residue.

It is agreed the State is to lay a 1" water line from the north side of road at Station 1077+90 to a point back of her house and construct a concrete watering trough 2' x 4' x 2'.

A road way is to be provided for a foard crossing at approximate Station 1044+50. The timber is reserved by the owner and is to be cut under the standard timber clause.

The owner agrees to clear the right of way before payment is made and in the event they should fail to do so, the State has the right to remove same and deduct the cost from the above consideration.

(Where handwriting was not clear, the words have been underlined and italicized.)

The correct station is 1094+50. Station 1044+50 is not on the landowners property. Reference sheet 13 of State Highway Project 724-F.

Mr. Anthony M. O'Connell

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November 17, 1997

As I indicated to you, I have no reason to believe the consideration described was not provided to the Hiners some 62 years ago. Also, the Attorney General's Office has provided comments on the legal aspects of this situation.

Should you need to meet with me again in the future, an appointment arranged through my secretary will assure that I will be here.

Sincerely,

A handwritten signature in black ink, appearing to read "S. A. Waymack". The signature is fluid and cursive, with a long horizontal stroke at the end.

S. A. Waymack, Director
Right of Way and Utilities Division

RRB:efs
Enclosures

From: "Waymack, Stuart A." <Stuart.Waymack@VDOT.Virginia.gov>
Subject: **RE: 1935 Agreement**
Date: June 13, 2005 7:43:49 AM MST
To: "South, Lynda J." <Lynda.South@VDOT.Virginia.gov>, "'Anthony O'Connell'"
<anthony@esedona.net>

Dear Mr. O'Connell,

Our Public Relation Department has requested that I respond to your request for information on a 1935 agreement.

In order to do so, I need more specific information as to the parties in the agreement, the location in the Commonwealth, and any other detailed information that might assist me in helping you with your request.

-----Original Message-----

From: South, Lynda J.
Sent: Monday, June 13, 2005 10:37AM
To: 'Anthony O'Connell'
Cc: Waymack, Stuart A.
Subject: RE: 1935 Agreement

Good morning. I have been out for some weeks due to an illness in the family and have just seen your message. I will pass this request on to our Right-of-Way Division here in VDOT. I'm unfamiliar with the clause that your refer to and will have someone in that division respond.

Lynda J. South
Chief of Communications
Virginia Department of Transportation
804 786-2715
Cell 804 317-3560

Please note new e-mail address: Lynda.South@vdot.virginia.gov

-----Original Message-----

From: Anthony O'Connell [<mailto:anthony@esedona.net>]
Sent: Friday, June 03, 2005 08:22AM
To: South, Lynda J.
Subject: 1935 Agreement

Dear Virginia Governor Warner, Attorney General Jagdmann, the Virginia General Assembly, VDOT, and to whom it may concern,

There is a clause in a 1935 Agreement between the State and a landowner that says "A road way is to be provided for a foard crossing at appx sta 1094+50." This clause promises to provide a roadway for a ford crossing [of a river] at approximate station 1094+50. This clause has

been overlooked.

Can the landowner draw the State's attention to this clause? Please see the 1935 Agreement and past correspondence at www.roadway1094.com

Thank you.

Sincerely, landowner@roadway1094.com