Document prepared by:
Amy P. Wheeler, Esq. (Bar #73998)
CowanPerry, PC
202 S. Main St., Suite 202
Blacksburg, Virginia 24060
Tax Map No/Parcel Id: 66-A-90/017003
Exempt from recordation tax under § 58.1-811(A)(3)

LINE-OF-SIGHT EASEMENT AND MAINTENANCE AGREEMENT

THIS LINE-OF-SIGHT EASEMENT AND MAINTENANCE AGREEMENT is made this ___ day of _____, 2013 by and between **FOREST PARK OF VIRGINIA, L.L.C.**, a Virginia limited liability company ("Grantor"), the **COUNTY OF MONTGOMERY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Grantee"), whose address is Montgomery County Government Center, 755 Roanoke Street, Suite 2E, Christiansburg, Virginia 24073-3181, and **HIGHLANDS AT HUCKLEBERRY RIDGE, L.L.C.**, a Virginia limited liability company ("Developer").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain lot, piece or parcel of land ("Property") located in Montgomery County, Virginia ("County"), more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference;

WHEREAS, Developer is the is in the process of developing land (the "Development") located across State Highway Route 657 from the Property, commonly known as parcel ID#s 190090, 190091 and 190092 ("Developer Property");

WHEREAS, as part of the Development, the County is requiring the construction of an emergency access road on parcel ID# 190092 ("Access Road") whose centerline will intersect with State Route 657 at the point shown on the plat prepared by Gay and Neel, Inc., dated June 6, 2012 (revised February 3, 2014), entitled "Plat Showing A Sight Distance Easement on a Portion of Tax Parcel 66-(A)-90 Situated in the Price's Fork Magisterial District, Montgomery County, Virginia" ("Plat"), attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, in later phases of the Development, the Access Road will be improved into a street ("New Road"), whose centerline will intersect with State Route 657 at the same location as the Access Road ("Proposed Intersection");

WHEREAS, to improve the safety of the Proposed Intersection, the Virginia Department of Transportation ("VDOT") has requested that the Developer arrange for a line-of-sight easement in the location shown on the Plat;

WHEREAS, Grantor has agreed to grant such an easement on the condition that the Developer maintain the easement;

WHEREAS, Developer has agreed to maintain the easement until such time as the New Road is constructed and accepted by VDOT into the state-maintained secondary system as a public road;

WHEREAS, Grantor desires to grant to Grantee an easement in accordance with the terms of this Line-of-Sight Easement and Maintenance Agreement for the purposes of preventing obstructions to vehicular sight in conformance with VDOT standards.

NOW THEREFORE, in consideration of the premises and 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, CONVEY and DEDICATE to public use with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, its successors and assigns, a perpetual, non-exclusive line-of-sight easement ("Easement") over, under, across and through the area labeled "Sight Distance Easement Dedication Area" on the Plat ("Easement Area") for the purpose of preventing obstructions to vehicular sight in conformance with VDOT standards and improving the safety of State Highway Route 657, at about 0.28 miles south of its intersection with State Route 808.

The Easement shall be subject to the following:

1. Improvements in Easement Area. Grantor, its successors and assigns, shall not place or permit on the Property fences, shrubbery, trees, structures, or other facilities or vegetation ("Improvements") within the bounds of the Easement Area unless such improvements shall not obstruct vehicular sight from any direction. A VDOT review will be required for any plantings or improvements within the Easement Area. The right to enter and remove any obstructions for the purpose of maintaining clear sight distance within such easement is hereby granted to VDOT.

2. Ownership of the Improvements. All Improvements within the Easement Area shall be and remain the property of the Grantor.

3. Maintenance of the Easement Area. Until such time as the New Road is constructed and accepted by VDOT into the state-maintained secondary system as a public road, Developer shall perform all necessary and appropriate maintenance of the Easement Area to keep it clear of all Improvements which may obstruct vehicular sight from any direction., or interfere with the use of, State Route 657. Developer may enter the Easement Area to inspect and/or remove any sight obstructions contained therein at all reasonable times.

4. Right to Inspect, Maintain the Easement Area. Grantee may enter the Easement Area to inspect and/or remove any sight obstructions contained therein at all reasonable times.

5. Grantee's Right to Assign. The Easement and any rights granted to Grantee hereunder are intended to be and shall be usable by and for the benefit of Grantee as such and also any other County or state agency (including but not limited to VDOT) or any entity operated solely or partially for the benefit of the citizens of the County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to Grantee as such.

6. Binding effect. Unless specifically set forth herein, the Easement and the rights and obligations established herein shall run with the land in perpetuity, and shall be binding upon Grantor, Grantee and their respective successors and assigns. All references herein to "Grantor" and "Grantee" include their respective successors and assigns. All references to "Grantee," when exercising any right or obligation herein, includes Grantee's officers, employees and agents.

7. Counterparts. This Deed of Easement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute a fully-executed instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES AND SEALS ON FOLLOWING PAGES.]

WITNESS the following signatures and seals:

GRANTOR:

FOREST PARK OF VIRGINIA, L.L.C.

By: _____

Name: James W. Radford III

Title: Managing Member

COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of April, 2014, by James W. Radford III, the Managing Member of Forest Park of Virginia, L.L.C. on behalf of Forest Park of Virginia, L.L.C.

ROBIN S. SMITH
NOTARY PUBLIC
REGISTRATION # 319317
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2014

_____
Notary Public
Registration No: 319317
My commission expires: 10/31/14

[SIGNATURES AND SEALS CONTINUE ON FOLLOWING PAGES.]

GRANTEE:

Approved as to form:

_____
Marty McMahon
County Attorney

The County of Montgomery, Virginia, acting by and through the Chair of the Montgomery County Board of Supervisors, he being thereto duly authorized by Resolution adopted by the Montgomery County Board of Supervisors on the _____ day of _____, 2014, does hereby accept the conveyance of the interest in real estate made by this deed.

COUNTY OF MONTGOMERY, VIRGINIA

_____
By: William H. Brown
Its: Chair, Montgomery County Board of Supervisors

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by William H. Brown, Chair of the Montgomery County Board of Supervisors.

_____
Notary Public
Registration No: _____
My commission expires:_____

[SIGNATURES AND SEALS CONTINUE ON FOLLOWING PAGES.]

DEVELOPER:

HIGHLANDS AT HUCKLEBERRY RIDGE, L.L.C.

By: BLUESTONE LAND, L.L.C., its Manager

Name: _____

Title: Manager

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 23 day of April, 2014, by Richard Pack, the Manager of Bluestone Land, L.L.C., the Manager of Huckleberry Ridge, L.L.C. on behalf of Huckleberry Ridge, L.L.C.

Eric D Chapman
Notary Public
Registration No: 7249610
My commission expires: 9/16/17

ERIC D. CHAPMAN
Notary Public
Commonwealth of Virginia
Reg. #7249610
My Commission Exps. 9/16/17

EXHIBIT A

TO

DEED OF EASEMENT

Property Description

ALL that parcel containing 1.69 acres, as shown on the plat of parcel of land to be acquired by Alvie H. & Hazel W. Jones, dated 28 May 1958, prepared by E. Staley Clements, Jr., C.L.S., a copy of which is of record in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, in Deed Book 211, Page 479, and to which map reference is made for a more particular description of said property.

Tax Map No. 066- A 90 *Parcel No. 017003*

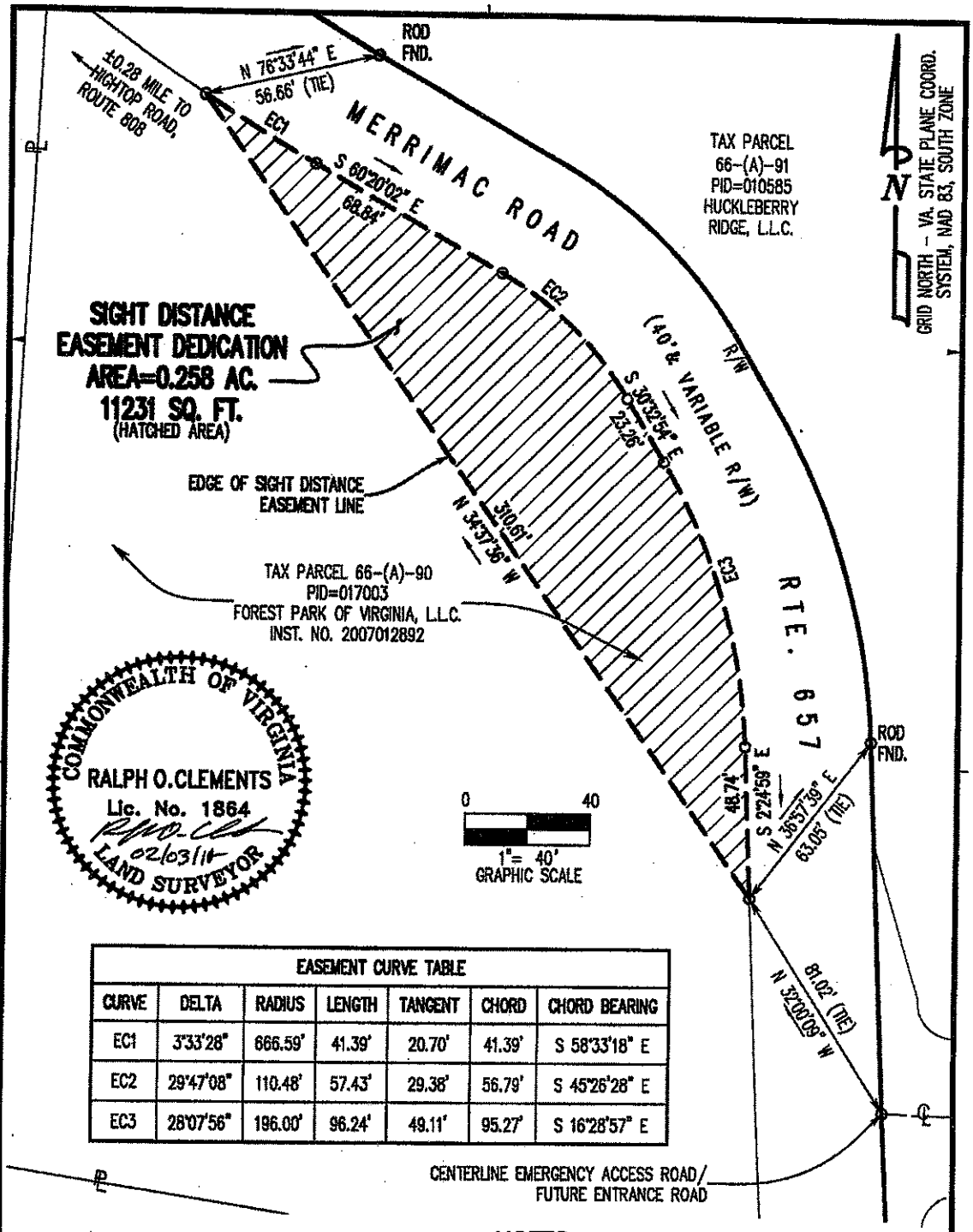
EXHIBIT B

TO

DEED OF EASEMENT

Plat

(attached hereto)



EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
EC1	3°33'28"	666.59'	41.39'	20.70'	41.39'	S 58°33'18" E
EC2	29°47'08"	110.48'	57.43'	29.38'	56.79'	S 45°26'28" E
EC3	28°07'56"	196.00'	96.24'	49.11'	95.27'	S 16°28'57" E

PLAT SHOWING A SIGHT DISTANCE EASEMENT

ON A PORTION OF

TAX PARCEL 66-(A)-90

SITUATED IN THE

PRICE'S FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA
1"=40'

NOTES:

1. THIS PLAT WAS PREPARED FOR HUCKLEBERRY RIDGE, L.L.C.
2. CURRENT OWNER(S): FOREST PARK OF VIRGINIA, L.L.C.
   LEGAL REFERENCE(S): INST. NO. 2007012892
   TAX PARCEL NO.('s): 66-(A)-90; P.I.D.# 017003
3. THIS EASEMENT PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES AND EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
4. THIS EASEMENT PLAT IS BASED ON AN ACTUAL FIELD SURVEY, USING MONUMENTS FOUND TO EXIST AND THEREFORE MAY NOT CONFORM TO PREVIOUS DEEDS OR PLATS OF RECORD.

GAY AND NEEL, INC.
YEARS ENGINEERING • LANDSCAPE ARCHITECTURE • SURVEYING
1260 Radford Street
Christiansburg, Virginia 24073
Phone: (540) 381-6011 Email: info@gayandneel.com
Fax: (540) 381-2773 Web: www.gayandneel.com

REVISED: 02/03/14

PM	ROC
TECH	KJD
CREW	DWS,BLB

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