

# Location

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

1

# Farm 1989 Deed

# Apparent family fray results in 10 arrests

MUSTOE — An apparent family dispute in Mustoe July 21 led to the arrest of eight Bath County residents, one Highland County resident and one West Virginia resident.

Highland County Sheriff Herb Lightner said the dispute apparently centered around the family farm and possessions.

The Highland Rescue Squad took three persons involved to the Bath County Community Hospital following the incident. The Highland County Sheriff's Department and the Virginia State Police were also called to the scene.

No other details concerning the altercation are available.

Arrested were:

- Leta Bussard of Bath County, charged with assault and battery;

- Mark Bussard of Bath County, charged with assault and battery;

- Timmy Dressler of Bath County, charged with two counts of assault and battery,

two counts of brandishing a firearm, and one count of pointing a firearm;

- Wayne Burns of Bath County, brandishing a firearm;

- Tommy Folks Jr., of Bath County, assault and battery and brandishing a firearm;

- Caroline Dressler of Bath County, two counts of brandishing a firearm;

- Roy Hiner of Mustoe, charged with curse and abuse and malicious wounding, a felony;

- Norman Hiner of Summersville, W.Va., two counts of assault and battery and one count of malicious wounding;

- Jason Hiner of Bath County, three counts of malicious wounding and one count of assault and battery;

- Brenda Hiner of Bath County, assault and battery.

All were released on bond and will face arraignment in Highland County General District Court Aug. 16.

## Remembering

THE RECORDER, THURSDAY, AUGUST 18, 1989

### SPECIAL COMMISSIONERS' SALE OF VALUABLE RIVERFRONT PROPERTY

Pursuant to Decree of Sale entered by the Honorable Duncan M. Byrd, Jr., Judge of the circuit court of Highland County, Va., on the 18th day of May, 1989, in the chancery cause of William S. Hiner v. Harry T. Hiner, Jr., et als, special commissioners appointed by the said Court will sell, on Saturday, the 22nd of July, 1989, at 11 o'clock a.m. 138 acres, more or less. The sale will take place on the steps of the Highland County Courthouse in Monterey, Va. The property to be sold lies on both sides of U.S. Route 220 and the Jackson River between the fish hatchery and Vinegar Run and is assessed for taxes at \$61,500.

Terms of Sale: 10% down at sale, balance due within 30 days.

For further information, contact: John C. Singleton,  
(703) 468-2031, (703) 839-5009

SATURDAY JULY 22, 1989

THE undersigned ANTHONY O'CONNELL hereby  
agrees to purchase the MARY T. HINER  
Estate lands sold by the Circuit  
Court of Highland County pursuant to  
decree of Sale. The sum of <sup>TEN THOUSAND</sup> ~~ONE THOUSAND~~ <sup>SIX HUNDRED</sup>  
~~TEN THOUSAND~~ dollars has been paid down and the  
balance of ~~NINETY FIVE THOUSAND~~ <sup>FOUR HUNDRED</sup> dollars will be  
paid on or before the 31<sup>ST</sup> day of  
August, 1989, subject to confirmation by  
the Highland County Circuit Court.

Anthony O'Connell

6541 Franconia Road

This instrument was

delivered by mail

to Anthony O'Connell

Springfield, VA 22150

on Sept. 8, 1989

BOOK 86 PAGE 780

THIS DEED, made and entered into this 30th day of August, 1989, by and between JOHN C. SINGLETON, PETER J. JUDAH, RONALD W. VAUGHT, and JOHN M. LOHR, Special Commissioners appointed by the Highland County Circuit Court, parties of the first part, and ANTHONY O'CONNELL, party of the second part, of 6541 Franconia Road, Springfield, Virginia 22150, as his sole and separate equitable estate.

-W I T N E S S E T H-

That for and in consideration of the sum of ONE HUNDRED SIX THOUSAND DOLLARS (\$106,000.00), the parties of the first part, Special Commissioners appointed by the Highland County Circuit Court in the cause of William Samuel Hiner v. Harry T. Hiner, et al, hereby GRANT, SELL, and CONVEY unto Anthony O'Connell, party of the second part, with SPECIAL WARRANTY OF TITLE, as his sole and separate equitable estate, all that certain tract or parcel of real property with all appurtenances and improvements thereon, situate in the Monterey Magisterial District of Highland County, Virginia, on both sides of U. S. Route 220 and both sides of the Jackson River containing ONE HUNDRED THIRTY EIGHT AND EIGHT HUNDRED AND EIGHTY FOUR THOUSANDTHS (138.884) acres, more or less, and being all of those lands of which Mary T. Hiner died, seised and possessed on February 18, 1985.

TO HAVE AND TO HOLD the real estate as the sole and separate estate of the party of the second part, free from any liability whatsoever, and free from any debts and choate and inchoate rights of dower, with the respect to

SINGLETON  
& DEKIM  
ATTORNEYS AT LAW  
WARM SPRINGS, VA  
24484  
—  
MONTEREY, VA  
24465

am  
8/13/89

Refer to: Deed  
Correction  
In Deed Book 87  
Page 240

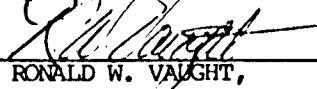
any present or future wife of the party of the second part, with complete authority in the party of the second part to convey, encumber, and otherwise deal with the real estate without the necessity of joinder by any present or future wife.


This conveyance is made expressly subject to the easements, conditions, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by the limitation of time contained therein or otherwise become ineffective.

WITNESS the following signatures and seals:

 (SEAL)  
JOHN C. SINGLETON  
Special Commissioner

 (SEAL)  
PETER J. JUDAH,  
Special Commissioner

 (SEAL)  
RONALD W. VAUGHT,  
Special Commissioner

 (SEAL)  
JOHN M. LOHR,  
Special Commissioner

*minor*  
*8/31/89*

COMMONWEALTH OF VIRGINIA, AT LARGE, to-wit:

The foregoing Deed was duly acknowledged before me in the City/County of Beth, Virginia, on this 30th day of August, 1989, by John C. Singleton, Special Commissioner.

My commission expires: June 8, 1992

  
Notary Public



SINGLETON  
& DEEDS  
ATTORNEYS AT LAW  
WARM SPRINGS, VA  
24484

MONTEREY, VA  
24468

Melissa M. Collins (SEAL)  
Melissa M. Collins

Michael S. Collins (SEAL)  
Michael S. Collins, Grantee

STATE OF VIRGINIA AT LARGE  
CITY OF WAYNESBORO, To-wit:

The foregoing instrument was acknowledged before me this 25th  
day of August, 1989, by Michael S. Collins, the male Grantor, and also as  
the Grantee.

My commission expires: December 4, 1992

Peggy D. Smith  
NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE  
CITY OF WAYNESBORO, To-wit:

The foregoing instrument was acknowledged before me this 25th  
day of August, 1989, by Melissa M. Collins.

My commission expires: December 4, 1992

Peggy D. Smith  
NOTARY PUBLIC

LAW OFFICES  
FRANKLIN, FRANKLIN,  
DENNEY, HEATWOLE  
AND WARD  
WAYNESBORO, VIRGINIA

VIRGINIA: In the Clerk's Office of the Circuit Court of Highland  
County. This instrument, with the certificate of acknowledge-  
ment thereto annexed, is admitted to record at 11:15  
o'clock A. M., August 30 1989 The State Tax of  
\$ 0.50 paid. Tax Sec. 58-54.1 \$ 0.00 paid.

TESTE: Dee K. Dudley CLERK



LAW OFFICES

**SINGLETON & DEEDS**

ATTORNEYS AT LAW

COURTHOUSE ROAD

BOX 116

WARM SPRINGS, VIRGINIA 24484

(703) 839-5009

HIGHLAND COUNTY OFFICE

P.O. BOX 97

MONTEREY, VIRGINIA 24465

TEL. (703) 468-2031

JOHN C. SINGLETON  
R. CREIGH DEEDS

September 14, 1989

Mr. Anthony O'Connell  
6541 Franconia Road  
Springfield, VA 22150

Re: Title Policy - Hiner property, Highland County, Virginia

Dear Mr. O'Connell:

Enclosed herewith is your residential title insurance policy relative to the above described property together with a copy of the invoice indicating that payment has been made in this matter. I trust that everything is in order.

Very truly yours,

A handwritten signature in cursive script that reads "R. Creigh Deeds". The signature is written in dark ink and is positioned above the printed name of the signatory.

R. Creigh Deeds

RCD:tmh  
Enclosures

P.O. Box 12667  
 Roanoke, Virginia 24027  
 -1-900-

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
 RICHMOND, VIRGINIA  
 Residential Title Insurance Policy  
 Schedule A

Case Number	Policy Date	Policy Amount	Policy Number
R-61363	08/31/89 at 3:37 p.m.	106,000.00	119-00-387538

This number must  
 be the same as the  
 Policy number on the  
 Owner's Information  
 Sheet.

Name Of Insured:

Anthony O'Connell

Your interest in the land covered by this Policy is:

FEE SIMPLE

The land referred to in this Policy is described as follows:

PROPERTY LOCATED IN THE COUNTY OF HIGHLAND, STATE OF VIRGINIA:

ALL that certain tract or parcel of real property with all  
 improvements thereon, situate in in the Monterey Magisterial  
 District of Highland County, Virginia, on both sides of U. S. route  
 220 and both sides of the Jackson River containing 138.884 acres,  
 more or less.

BEING the same property conveyed to Anthony O'Connell by deed from  
 Special Commissioners John C. Singleton, Peter J. Judah, Ronald W.  
 Vaught, and John M. Lohr, dated August 30, 1989, recorded in Deed  
 Book 86, page 780.

Roanoke Branch Office

*Mary B. Whitley*  
 Countersignature  
 Authorized Officer

This Schedule is valid  
 only when attached to  
 the Residential Title  
 Insurance Policy and  
 Schedule B.

Roanoke, Virginia  
 Issued at (Location)

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## Residential Title Insurance Policy

### Schedule B

Case Number

R-61363

Policy Number

119-00-387538

### EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Taxes subsequent to the year 1989.
2. Rights of tenants in possession.
3. Utility easement granted to BARC by instrument dated May 4, 1983, recorded in Deed Book 79, page 626.
4. Easement granted the Commonwealth of Virginia by instrument dated October 21, 1935, recorded in Deed Book 29, page 503.
5. Rights of tenants in possession.
6. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
7. Failure of the description appearing under Schedule A hereof to adequately define, describe or locate the insured premises.

## DEED OF CORRECTION

THIS DEED, made to more fully describe the real estate conveyed by deed dated August 30, 1989, and recorded in Deed Book 86, page 780, is entered this 5th. day of October, 1989, by and between JOHN C. SINGLETON, PETER J. JUDAH, RONALD W. VAUGHT and JOHN M. LOHR, parties of the first part, Special Commissioners appointed by the Highland County Circuit Court in the chancery cause of William S. Hiner vs. Harry T. Hiner, Jr., et als, and ANTHONY MINER O'CONNELL, party of the second part, presently of 6541 Franconia Road, Springfield, Virginia 22150, the successful bidder at the auction held by the above-mentioned Special Commissioners.

## -W I T N E S S E T H-

That for and in consideration of TEN (\$10.00) DOLLARS and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties of the first part hereby GRANT, SELL and CONVEY unto ANTHONY MINER O'CONNELL, party of the second part, with SPECIAL WARRANTY OF TITLE, in fee simple, as his sole and separate estate, all that real estate with all appurtenances and improvements thereon, situate approximately 8½ miles south-southwest of the town of Monterey, in Monterey Magisterial District, Highland County, Virginia, and on both sides of U.S. Route 220 and on both sides of the Jackson River, adjoining lands now owned by H. Wilson and Kathryn Wright on the north, John E. and Laura L. Shockey on the northwest, Sharon H. Fisher on the west, Moffett B. Turner, Clinton and Ester D. Harris, Mabel H. Terry and Lois W. Marshall on the south, Roy M. and Karen H. Gutshall on the southeast and Betty F. Sands on the northeast, containing in aggregate, 138.884 acres, more or less. This is the same real estate of which Mary T. Hiner died, seized and possessed, on February 18, 1985, and was conveyed to her by deed from Harry T. Hiner, Sr., dated May 23, 1966, and recorded in Deed Book 46, page 282, and is more particularly described in the following three contiguous tracts:

TRACT #1: All that certain tract or parcel of land on both sides of U.S. Route 220 and on both sides of the Jackson River, known as the home place and more particularly described from deed dated February 2, 1892, and recorded in Deed Book 8, page 224, and is bounded as follows:

BEGINNING at a sarvice on Pruitt's line, thence S16E40 poles to a point in the public road N81E16 poles to a point in the road S16E40 poles crossing the bottom and river and up a steep hill to two pin oaks and dogwood on top of a hill N84E8 poles to two dogwoods, S82E24 poles to a small ash S71½E168 poles to two small hickories on top of the chestnut ridge, thence S39W47½ poles to a poplar and hickory corner of H.H. Terry's woods land

and with the same N68W55 poles to a double chestnut oak, sarvice and maple near the foot of a ridge N84W72 poles to a white oak on a ridge N68W44½ poles to a white oak, chestnut and maple on the side of a ridge S81W90 poles crossing the river and bottom and up a ridge to a white oak chestnut and pine on said ridge division corner with said Terry, thence with the division line of Bennett Hiner N4E150 poles to two pin oaks corner of Almira Pruitt's land and with her lines S44E44 poles to 4 pin oaks N50E16 poles to the beginning, containing 112 acres.

TRACT #2: All that certain tract or parcel of land west of U.S. Route 220 and west of the Jackson River and adjoining on the east Tract #1 above, and more particularly described from deed dated January 21, 1898, and recorded in Deed Book 10, page 201, and is bounded as follows:

BEGINNING at a pin oak and chestnut in a hollow by a path N27W40.84 poles to a double maple sprout and chestnut oak on side of a ridge near top; N34½E9 poles to a chestnut oak on a point in the Palmer line, and with said line, N56W34½ poles, to a chestnut oak and a chestnut, and 4 chestnut saplings and a maple, on top of a ridge, leaving said line; S16W46.12 poles to 3 maples and a chestnut saplings on the south end of a ridge and near top; S40½E90.6 poles passing Crowley's and Doyle's corner at 38 poles to a chestnut, pin oak and white oak saplings on a flat; N26½E7.2 poles, to a dead pine between a chestnut and a white oak (corners), N10E51½ poles, to a white oak in a hollow near a path and the public road; S66W17.64 poles to the beginning, and containing 21.7 acres.

TRACT #3: All that certain tract or parcel of land west of U.S. Route 220 and west of the Jackson River, and adjoining on the east Tract #1 and adjoining on the south and west Tract #2, and more particularly described from deed dated November 1, 1951, and recorded in Deed Book 37, page 261, and is bounded as follows:

BEGINNING at a large chestnut on top of a ridge N31°30'E19.5 poles to an iron pipe; thence N69E28.5 poles to an iron pipe witnessed by a 6inch pin oak on an old line; thence S4E64 poles on an old line; thence S76W20 poles to an old line; thence N33W40 poles on old line; thence 34½E9 poles to the beginning, containing 10.8 acres, more or less.

LESS (from Tract #1) 3.55 acres to the Commonwealth of Virginia for U.S. Route 220, by instrument dated October 21, 1935, and recorded in Deed Book 29, page 503.

LESS (from Tract #1) 2.066 acres to Samuel S. Hiner by deed from Mary T. Hiner dated March 26, 1979, and recorded in Deed book 61, page 445, and more particularly described as follows:

That certain lot fronting 300 feet on said Route 220, being 300 feet in depth, the said lot adjoining on the south the entrance to the Hiner property for a distance of 300 feet and includes the little dwelling house now situate on said lot.

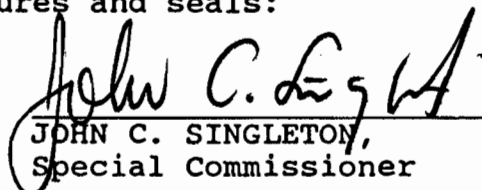
IN SUMMARY, Tract #1 of 112 acres, plus Tract #2 of 21.7 acres, plus Tract #3 of 10.8 acres, less the Commonwealth of Virginia's 3.55 acres and less William S. Hiner's 2.066 acres, equals 138.884 acres, more or less.

TO HAVE AND TO HOLD the real estate as the sole and separate estate of the party of the second part, free from any liability whatsoever, and free from any debts and choate and inchoate rights of dower, with respect to any present or future wife of the party of the second part, with complete authority in the party of the second part to convey, encumber, and otherwise deal with the real estate without the necessity of joinder by any present or future wife.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by the limitation of time contained therein or otherwise become ineffective. The title insurance on this real estate, policy dated 8/31/89, shows only two such easements, conditions, restrictions or reservations and they are as follows:

1. The aforesaid 3.55 acres granted to the Commonwealth of Virginia by instrument dated October 21, 1935, and recorded in Deed Book 29, page 503.
2. A utility easement granted to BARC by instrument dated May 4, 1983, and recorded in Deed Book 79, page 626.

WITNESS the following signatures and seals:

 (SEAL)  
JOHN C. SINGLETON,  
Special Commissioner

*Peter J. Judah* (SEAL)  
 PETER J. JUDAH,  
 Special Commissioner

*Ronald W. Vaught* (SEAL)  
 RONALD W. VAUGHT,  
 Special Commissioner

*John M. Loehr* (SEAL)  
 JOHN M. LOHR,  
 Special Commissioner

COMMONWEALTH OF VIRGINIA, AT LARGE, to wit:

The foregoing Deed was duly acknowledged before me in the  
 City/County of Bath, Virginia, on this 1st day of  
November, 1989, by John C. Singleton, Special  
 Commissioner.

My commission expires: June 8, 1992

*Ledonna B. Maxwell*  
 Notary Public

COMMONWEALTH OF VIRGINIA, AT LARGE, to wit:

The foregoing Deed was duly acknowledged before me in the  
 City/County of Bath, Virginia, on this 5th day of  
October, 1989, by Peter J. Judah, Special Commissioner.

My commission expires: 10-23-90

*Joyce A. Henderson*  
 Notary Public

COMMONWEALTH OF VIRGINIA, AT LARGE, to wit:

The foregoing Deed was duly acknowledged before me in the City/County of Bath, Virginia, on this 30<sup>th</sup> day of October, 1989, by Ronald W. Vaught, Special Commissioner.

My commission expires: May 8, 1990.

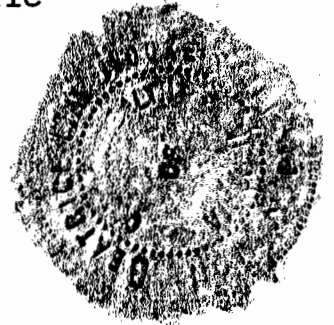
David F. Cummett  
Notary Public

COMMONWEALTH OF VIRGINIA, AT LARGE, to wit:

The foregoing Deed was duly acknowledged before me in the City/County of Highland, Virginia, on this 7<sup>th</sup> day of November, 1989, by John M. Lohr, Special Commissioner.

My commission expires: August 5, 1990.

Bessie May Hoke  
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Highland County. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 11:45 o'clock A. M., November 13 19 89 The State Tax of \$ 0.00 paid. Tax-Sec. 58-54.1 \$ 0.00 paid.

TESTE: Joe K. Dudley CLERK



2



# 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

Page 2

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", with a stylized flourish at the end.

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

RRB:efs  
Enclosures

**This Agreement,** Made this 11 day of Sept., 1935, by  
and between J. H. Hiner, Harry J. Hiner & Mary J. Hiner  
of Highland County, Virginia, of the first part, hereinafter called "Landowner," and COMMON-  
WEALTH 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 High-  
ways, 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 con-  
sideration 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.  
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 wid-  
ening 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, [REDACTED]

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

Consideration: \$750.00 for land, fencing, treeing down  
or moving three buildings, apple and sugar  
hues, 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 12 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 move said road 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."

STATE OF VIRGINIA,

COUNTY OF \_\_\_\_\_

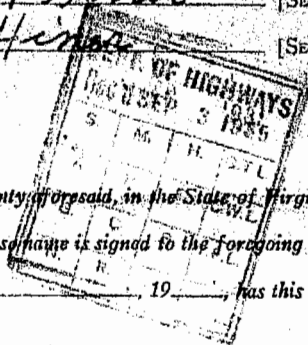
To-wit:

H. A. Hiner  
Harry S. Hiner  
May S. Hiner

[SEAL]

[SEAL]

[SEAL]



I, \_\_\_\_\_, a Notary Public, in and for the County aforesaid, 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 \_\_\_\_\_

# 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 MINER  
LAND SURVEYOR  
MONTEREY, VIRGINIA  
(540) 468-2040

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

66.962 ACRES

ANTHONY MINER O'CONNELL  
PART OF TRACT #33  
D.B. 87-240  
PART OF TAX PARCEL 54-A-32

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

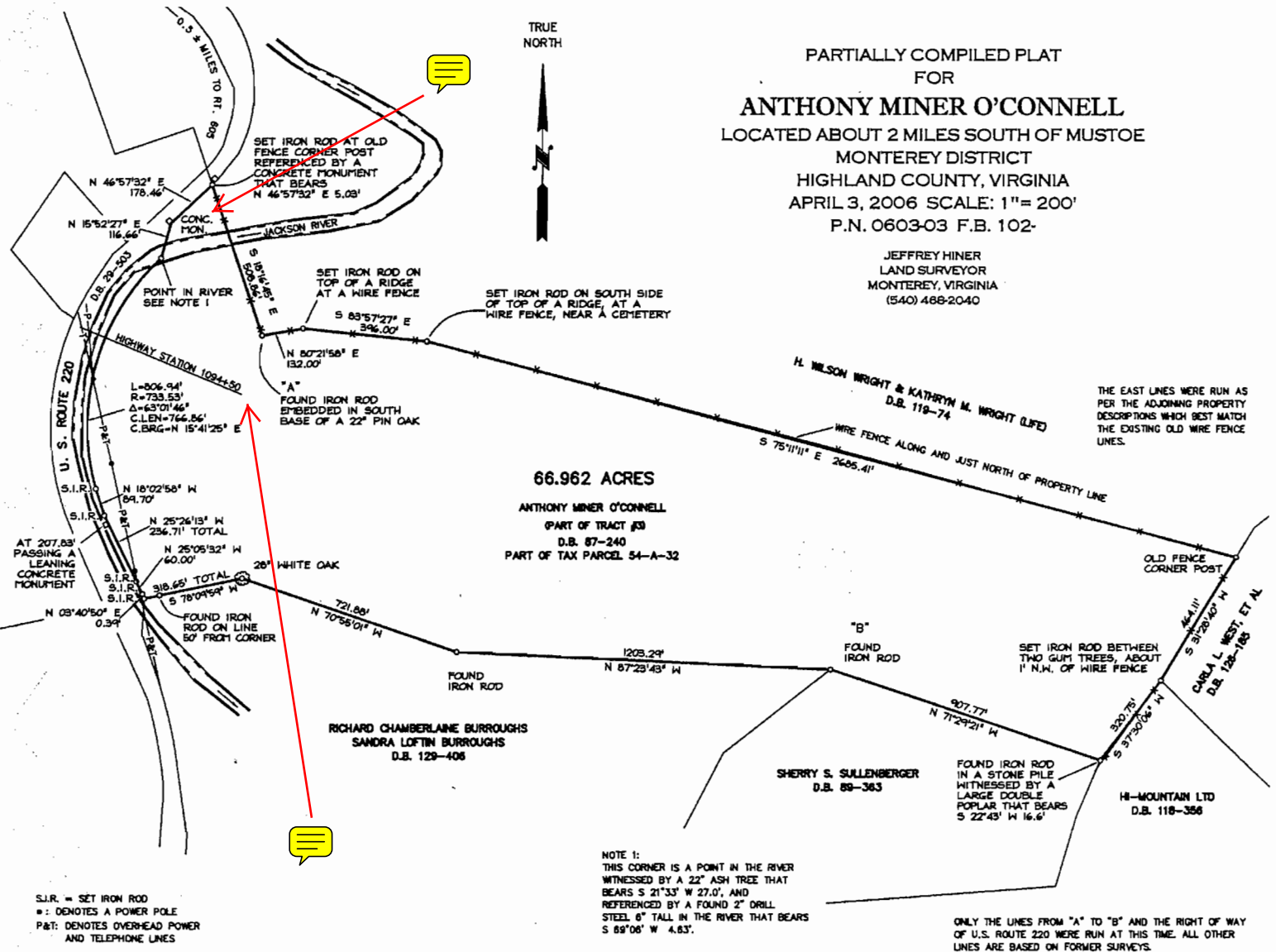
SHERRY S. SULLENBERGER  
D.B. 89-363

H-MOUNTAIN LTD  
D.B. 118-356

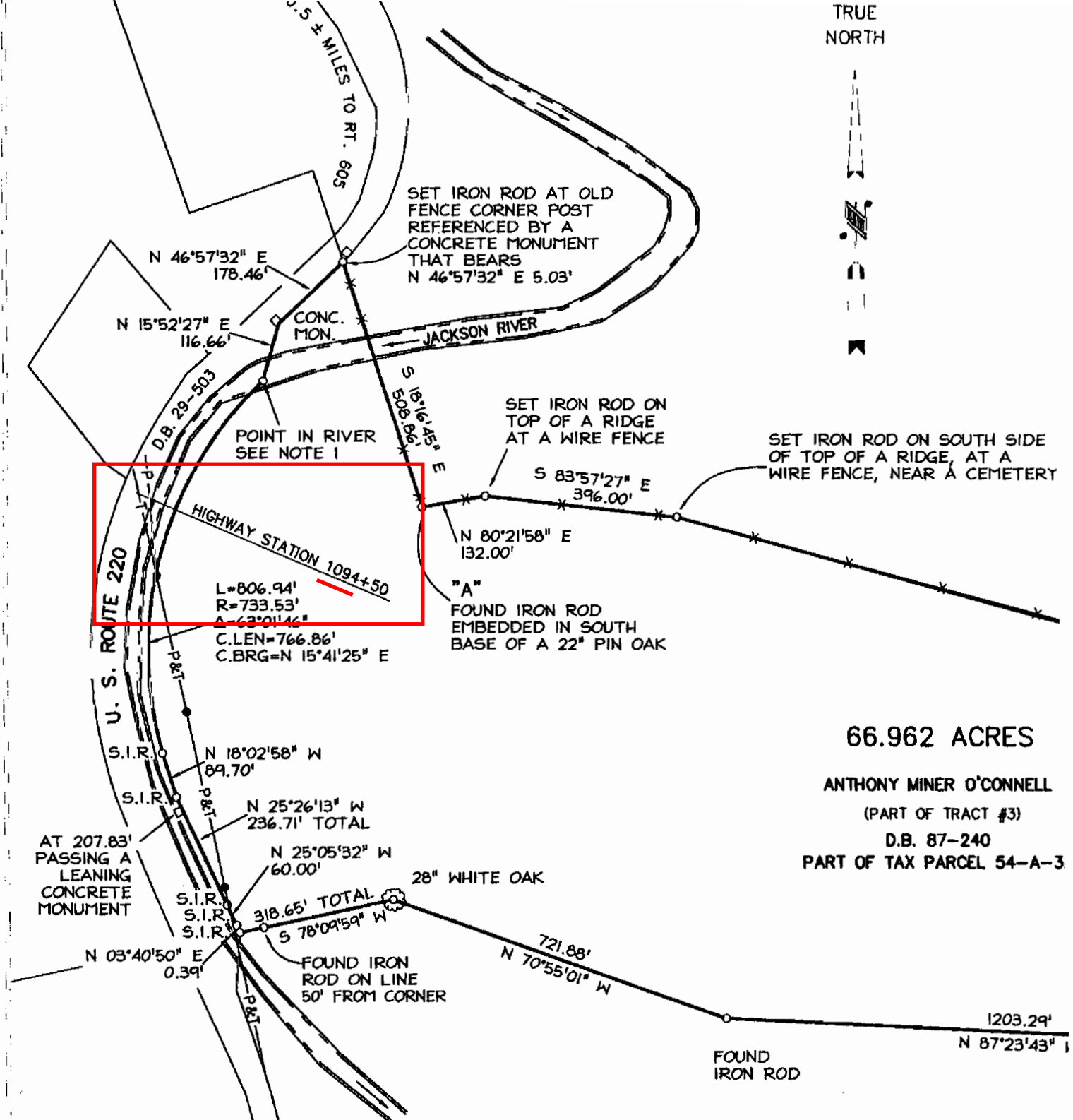
NOTE 1:  
THIS CORNER IS A POINT IN THE RIVER  
WITNESSED BY A 22" ASH TREE THAT  
BEARS S 21°33' W 27.0', AND  
REFERENCED BY A FOUND 2" DRILL  
STEEL 8" TALL IN THE RIVER THAT BEARS  
S 89°06' W 4.83'.

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  
P.T. = 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

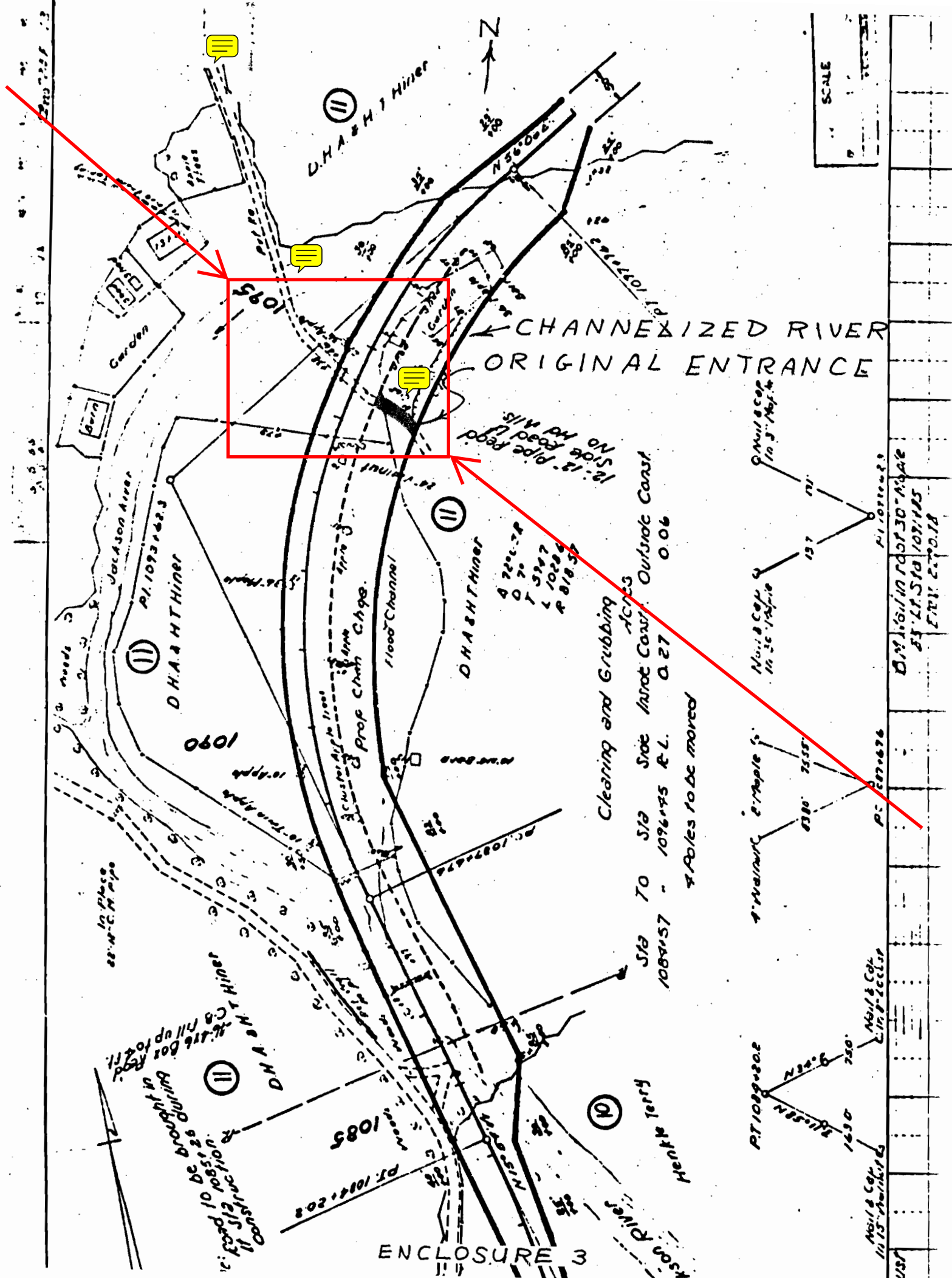
*John Jeffrey Miner*



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.





3

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](mailto: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 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](http://www.roadway1094.com)

Thank you.

Sincerely, [landowner@roadway1094.com](mailto:landowner@roadway1094.com)