

This deed is exempt from recordation taxes pursuant to Va. Code Ann. §§58.1-811A.2 & C.6

DEED OF EASEMENT OF RIGHT OF WAY FOR INGRESS AND EGRESS AND FOR UTILITY EASEMENT

THIS DEED OF EASEMENT, made and entered into this 22nd day of August 2012, by and between BLAIN PROPERTIES OF VIRGINIA, LLC, Grantor, and OPEN DOOR BAPTIST CHURCH, INC., a Virginia Corporation, Grantee.

WITNESSETH THAT :

WHEREAS, the Grantor is owner of a certain parcel of real property, containing 42.55 acres, more or less, Tax Map No. 33-A-124, located in Stonewall Magisterial District, Frederick County, Virginia, on the south side of State Route 671, where State Route 671 intersects from the west with Interstate 81, which runs along the eastern boundary of said parcel; and

WHEREAS, Grantor is also the owner of a certain parcel of real property, containing 57.00 acres, more or less, Tax Map No. 33-A-113, located in Stonewall Magisterial District, Frederick County, Virginia, on the south side of State Route 671 adjoining the western boundary of the aforesaid 42.55-acre parcel; and

WHEREAS, Grantee is the owner of a certain parcel of real property, containing 28 acres, more or less, Tax Map No. 33-A-123, located in Stonewall Magisterial District, Frederick County, Virginia, with its northern boundary adjoining the southern boundary of Grantor's 42.55-acre parcel and with its eastern boundary adjoining Interstate 81; and

WHEREAS, the Grantor has agreed to grant unto the Grantee an easement of right of way for ingress and egress as described and under the terms and conditions set forth in the Contract of Establish Easements and Rights of Way, dated August 22, 2012, which Contract is attached hereto and incorporated herein by reference, but not merged, into this Deed of Easement.

Grantee has agreed to grant unto the Grantor an easement of for installation and maintenance of water and sewer lines as described and under the terms and conditions set forth in the Contract of Establish Easements and Rights of Way, dated August 22, 2012, which Contract is attached hereto and incorporated herein by reference, but not merged, into this Deed of Easement

Grantee's Mailing Address: P. O. Box 2526 Winchester, VA 22604

WINCHESTER LAW GROUP, P.C. Attorneys at Law

NOW, THEREFORE, for and in consideration of the premises and the sum of \$10.00, cash in hand paid, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant and convey, with General Warranty and English Covenants of Title unto the Grantee, the following easement of right of way, to-wit:

A 50 foot wide easement of right of way, as shown and described on the plat and survey, dated August 13, 2012, and made by Gary R. Oates, Licensed Land Surveyor. Said plat and survey is attached hereto and incorporated by reference, but not merged, into this Deed of Easement of Right of Way.

The rights and obligations of Grantor and Grantee are set forth in the Contract to Established Easements and Rights of Way, dated August 20, 2012, a copy of which is attached hereto and incorporated by reference, but not merged, into this Deed of Easement.

The easement conveyed herein is for the benefit of Grantee's property and shall run with the land and be binding upon Grantor's property.

NOW, THEREFORE, for and in consideration of the premises and the sum of \$10.00, cash in hand paid, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantee, the Grantee does hereby grant and convey, with General Warranty and English Covenants of Title unto the Grantor, the following easement, to-wit:

A 50 foot wide permanent easement for the construction, maintenance, use, repair and/or replacement of Grantor's water and sewer lines to Grantees existing water and sewer system, said easement to be roughly parallel with Interstate 81, as close to Interstate 81 as is permitted by the laws and ordinances of Frederick County, Virginia and upon the first 50 feet of Grantee's property West of Interstate 81 that is not encumbered by any easement or right of way which would interfere with or prevent the construction, maintenance, use, repair and/or replacement of Grantor's water and sewer lines. The general location of said easement is as shown and described on the plat and survey, dated August 13, 2012, and made by Gary R. Oates, Licensed Land Surveyor and extends from the Northern boundary of Grantee's property in a Southerly direction to a point 25 feet beyond the Grantee's existing water and sewer system. Said plat and survey is attached hereto and incorporated by reference, but not merged, into this Deed of Easement.

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LAW GROUP,
P.C.**
Attorneys at Law

The rights and obligations of Grantor and Grantee are set forth in the Contract to Established Easements and Rights of Way, dated August 22, 2012, a copy of which is attached hereto and incorporated by reference, but not merged, into this Deed of Easement.

The easement conveyed herein for the benefit of Grantor's property and shall run with the land and be binding upon Grantee's property.

WITNESS the following signature and seal:

BLAIN PROPERTIES OF VIRGINIA, LLC
Bradley K. Blain (SEAL)
By: BRADLEY K. BLAIN, Sole Member

STATE OF New York,
City/County of Monroe, to-wit:

The foregoing Deed of Easement was acknowledged before me this 22nd day of August, 2012, by Bradley K. Blain.
My commission expires November 30, 2013.

Alison Teddi Blain
Notary Public State of New York
Qualified in Monroe County
Com. mission Expires November 30, 2013

Alison Teddi Blain
Notary Public

OPEN DOOR BAPTIST CHURCH, INC., Grantee

By Tommy E. Hall Sr.
Tommy E. Hall, Sr., Trustee and Director

STATE OF Virginia,
City/County of Winchester, to-wit:

The foregoing Deed of Easement was acknowledged before me this 17th day of August, 2012, by Tommy E. Hall, Sr., Trustee and Director.
My commission expires September 30, 2012.

Karen B. Johnson
Notary Public

This Deed of Easement prepared without benefit of title examination.

KAREN B. JOHNSON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #350205

WINCHESTER
LAW GROUP,
P.C.
Attorneys at Law

No. 1 of ~~five~~^{four} duplicate originals

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**CONTRACT TO
ESTABLISH EASEMENTS AND RIGHTS OF WAY**

THIS CONTRACT, made and dated this 15 day of Aug, 2012, by and between **BLAIN PROPERTIES OF VIRGINIA, LLC**, party of the first part, hereinafter called "Blain", and **OPEN DOOR BAPTIST CHURCH, INC.**, party of the second part, hereinafter "Open Door".

WITNESSETH THAT:

WHEREAS, Blain is the owner of a certain parcel of real property, containing 42.55 acres, more or less, located in Stonewall Magisterial District, Frederick County, Virginia, on the south side of State Route 671, where said State Route 671 intersects from the west with Interstate 81, which runs along the eastern boundary of said parcel; and

WHEREAS, Blain is also the owner of a certain parcel of real property, containing 57.00 acres, more or less, located in Stonewall Magisterial District, Frederick County, Virginia, on the south side of State Route 671 adjoining the western boundary of the aforesaid 42.55- acre parcel ; and

WHEREAS, Open Door is the owner of a certain parcel of real property, containing 28 acres, more or less, and located in Stonewall Magisterial District, Frederick County, Virginia, with its northern boundary adjoining the southern boundary of Blain's 42.55-acre parcel and with its eastern boundary adjoining Interstate 81; and

WHEREAS, the parties wish to enter into an agreement under the terms of which the parties will cooperate in establishing a water and sewer easement for the benefit of Blain across

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P.C.**
Attorneys at Law

Handwritten initials/signature
JC 76

the property of Open Door, and the parties will cooperate in establishing a right of way and easement for the benefit of Open Door from State Route 671 across the property of Blain for ingress and egress to and from the property of Open Door, under the terms and conditions as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the purchase price, as hereinafter set forth, and the other terms and conditions and agreements as hereinafter set forth, the parties do hereby agree as follows:

A. **WATER AND SEWER EASEMENT:** A 50 foot permanent easement shall be established from the Blain property across the Open Door property to Open Door's existing water and sewer system.

1. **Location of Easement:** Said 50 foot permanent easement shall be located roughly parallel to Interstate 81, as close to Interstate 81 as is permitted by the laws and ordinances of Frederick County, Virginia and upon the first 50 feet of Open Door property West of Interstate 81 that is not encumbered by any easement or right of way which would interfere with or prevent the construction, maintenance, use, repair and/or replacement of water and sewer lines. This easement shall run with the land for the benefit of Blain, his successors and assigns. The general location of the easement is depicted on the plat and survey, dated August 13, 2012, made by Gary R. Oates, Licensed Land Surveyor, attached hereto.

2. **Right of Access:** Blain and his designated agents and representatives shall have a continuing right of access on and across the property of Open Door for the purposes of designing, constructing, maintaining, repairing and replacing the water and sewer lines from the property of Blain to Open Door's existing water and sewer system.

3. **Allocation of Costs:**

Blain
4/26

(i) Open Door shall pay for preparation of the survey and plat showing the location of said easement, and for the preparation and recording of the Deed of Easement to which said survey and plat shall be attached and recorded in the office of the Circuit Court Clerk of Frederick County, Virginia.

(ii) Blain shall pay for all costs related to designing, installing, constructing, connecting, maintaining, repairing and replacing the water and sewer lines from his property to Open Door's existing water and sewer system and for restoring the property of Open Door to the condition of the property as it was immediately prior to accessing the property for said designing, installation, construction, connecting, maintenance, repair and/or replacement of said lines. Blain shall be responsible for and shall indemnify and hold harmless Open Door and its agents and representatives from any liability, loss, and/or damage resulting from or related to designing, installing, constructing, connecting, maintaining, repairing and/or replacing the aforesaid water and sewer lines.

B. RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS: A 50 foot permanent easement and right of way, for the benefit of Open Door, shall be established across the property of Blain in the location depicted on the attached plat and survey. Said easement and right of way shall be approximately 1700 feet in length and of sufficient length to provide for a road from State Route 671 across the property of Blain to the property of Open Door. Blain and his successors and assigns shall have the right to use said road and to cross the easement and right of way at any point or points as may be necessary in connection with the development of the property of Blain. Blain shall be responsible for and shall indemnify and hold harmless Open Door from any liability, loss, and/or damage resulting from the use of said roadway for the development of, or access to and from, Blain's property. Except as hereinafter set

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forth, this easement and right of way shall run with the land for the benefit of Open Door, its successors and assigns.

1. **Location of Easement and Right of Way:**

(i) As depicted on the attached plat and survey, said 50 foot easement and right of way shall begin at a point on State Route 671, where Blain's 42.55-acre parcel adjoins Blain's 57-acre parcel, said 50-foot easement and right of way to run along the boundary between the two Blain parcels, but to be located entirely upon Blain's 57-acre parcel.

(ii) Open Door shall be responsible for payment of all costs related to the preparation of the survey and plat, showing the location of said easement and right of way and for the preparation and recording of the Deed of Easement, to which said survey and plat shall be attached and recorded in the office of the Circuit Court Clerk of Frederick County, Virginia.

2. **Consideration:** In consideration for the granting of said easement and right of way, Open Door shall pay to Blain the sum of \$200,000.00, which payment is due and payable at and immediately upon the signing of this Agreement by both parties. Open Door shall be responsible for payment of all costs related to the design, construction, installation and maintenance of a gravel road on and along said easement and right of way, sufficient, in the sole discretion of Open Door, for the ingress and egress of vehicles to and from the church property. Open Door shall have the right to upgrade said roadway to a hard surfaced roadway at its sole election, and shall be responsible for payment of any and all costs related to said upgrade. Open Door shall be responsible for payment of the costs of restoring any property of Blain that is disturbed in connection with Open Door's work at the property. Unless Blain is responsible for preventing the construction or use of the roadway, the payment of the \$200,000.00 shall not be

refundable to Open Door for any reason, including but not limited to the construction of another permanent road for access.

3. **Relocation of Said Roadway:** At any time, Blain has an interested purchaser of his property for whom the location of the easement and right of way is an issue or in the case that Blain wishes to develop his property, Blain may arrange for relocation of said easement and right of way and the construction and installation of the roadway across said easement and right of way, and Blain shall be responsible for payment of any all costs related to said relocation of the easement and right of way and the construction and installation of the relocated roadway. Said relocated roadway shall be comparable in design and construction to the initial or previous roadway. Blain shall also be responsible for any and all costs related to the preparation and recording of the deed of easement, showing the relocated easement and right of way. Said relocated easement and right of way shall run with the land for the benefit of Open Door.

4. **Insurance:** Open Door shall obtain and maintain a liability insurance policy, with policy limits in the amount of \$2,000,000.00 per occurrence and designate Blain as an additional insured. Open Door shall be responsible for timely payment of all premiums related to said liability insurance policy. Open Door also shall obtain from its contractor, Pine Knoll Construction, Inc., proof of workers compensation insurance coverage, with Blain named as an additional insured solely with respect to the construction and installation of the roadway.

5. **Timely Payment and Waiver of Liens:** Open Door shall make timely payment for all material and labor related to the design, construction and installation of the roadway and shall obtain and provide to Blain proof of payment and lien waivers from the suppliers of labor and materials. Open Door shall indemnify and hold harmless Blain from any liability, loss and/or

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P.C.
Attorneys at Law

(Handwritten initials)

damage resulting from any claim which may be asserted against Blain related to the design, construction and installation of the roadway.

6. **Termination of Easement and Right of Way:** If, at any time, Frederick County, the Commonwealth of Virginia, or a private developer constructs a roadway between State Route 671 and State Route 672, which roadway provides the right of access for ingress and egress to the Open Door property, then either Blain, his successors and assigns, or Open Door, its successors and assigns, may terminate the easement and right of way granted to Open Door, upon 90-day written notice to the other party, by first class mail.

C. **INCORPORATION OF CONTRACT:** This Contract shall be attached to and incorporated by reference into, but not merged, with the Deed of Easement referred to hereinabove in paragraphs A.3.(i) and B.1.(ii)

D. **GENERAL PROVISIONS:**

1. This Agreement contains the entire undertaking between the parties and there are no oral or written promises, inducements or agreements between them, except as contained herein. The parties hereto agree to accept, and do hereby accept, the covenants and conditions set forth herein.

2. The parties hereto shall and will at any and all times hereinafter make, execute and deliver any and all such further instruments and things that the other of such parties shall require for the purpose of giving full force and effect to this agreement and the covenants contained herein.

3. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The

failure of either party to insist upon strict performance of any the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

4. If either party is required to seek the services of an attorney and/or institute or defend an action or suit in which a breach of this Agreement is claimed, enforcement of this Agreement is sought and/or the validity or enforceability of this Agreement is challenged, the prevailing party in any such action or suit shall be awarded all reasonable costs and expenses, including, but in no way limited to, attorney's fees, to be paid by the non-prevailing party not later than 30 days after entry of the Order awarding the costs, expenses or attorney's fees.

5. This Agreement shall be binding upon the parties, their successors and assigns.

6. This Agreement shall be executed in quadruplicate, each copy of which so executed shall be deemed an original and shall constitute one and the same Agreement.

7. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia.

8. The parties acknowledge that this agreement is the result of extensive negotiation between the parties and/or their legal counsel and, as such, represents the work of both parties and/or their counsel. Accordingly, in interpreting this agreement, or any portion thereof, and in resolving any disputes regarding the intended meaning of any portion of this agreement, no presumption shall exist in favor of either party based upon the authorship of this agreement

9. The provisions of this Agreement have been read by the parties hereto and each party acknowledges that the Agreement is fair and equitable and the parties further respectively acknowledge that each has had the opportunity to consult with their legal counsel and with such knowledge and opportunity, the parties enter into this Agreement.

WITNESS the following signatures and seals:

BLAIN PROPERTIES OF VIRGINIA, LLC

Bradley K. Blain (SEAL)
By: BRADLEY K. BLAIN, Sole Member

OPEN DOOR BAPTIST CHURCH, INC.

By Tommy E. Hall Sr.
Tommy E. Hall, Sr., Trustee and Director

STATE OF New York,
City/County of Monroe, to-wit:

The foregoing Contract was acknowledged before me this 23rd day of August, 2012, by Bradley K. Blain as Sole Member of Blain Properties of Virginia, L.L.C..

My commission expires November 30, 2013
Alison Todd Blain
Notary Public State of New York
Qualified in Monroe County
Commission Expires November 30, 2013

Alison Todd Blain
Notary Public

STATE OF VIRGINIA, AT LARGE
City/County of Winchester, to-wit:

The foregoing Contract was acknowledged before me this 15th day of August, 2012, by Tommy E. Hall, Sr. Trustee and Director on behalf of Open Door Baptist Church, Inc.
My commission expires September 30, 2012.

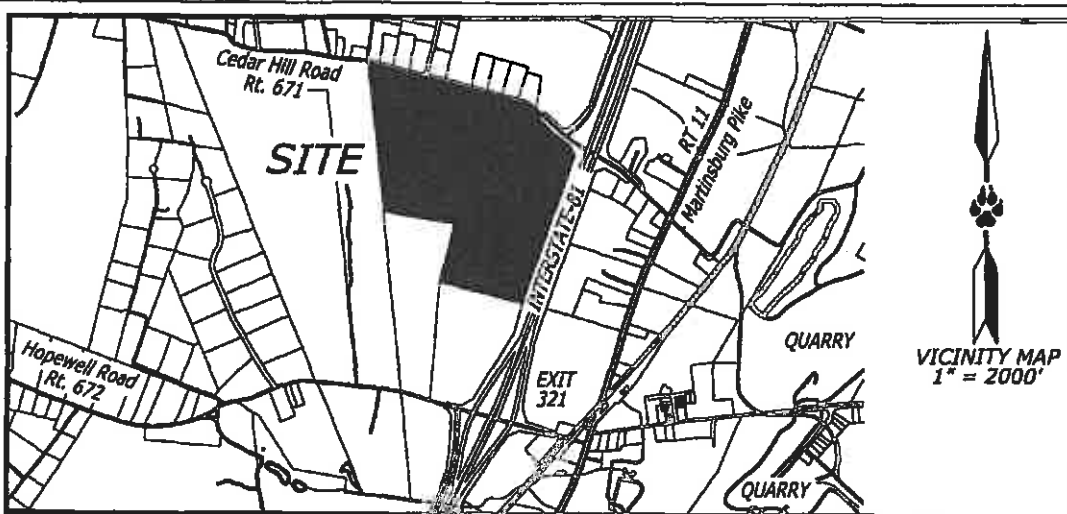
Karen B. Johnson
Notary Public

WINCHESTER
LAW GROUP,
P.C.
Attorneys at Law

KAREN B. JOHNSON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #350205

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JEH

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FINAL PLAT OF INGRESS-EGRESS, UTILITY, AND SIGHT DISTANCE EASEMENTS
ON THE LANDS OF

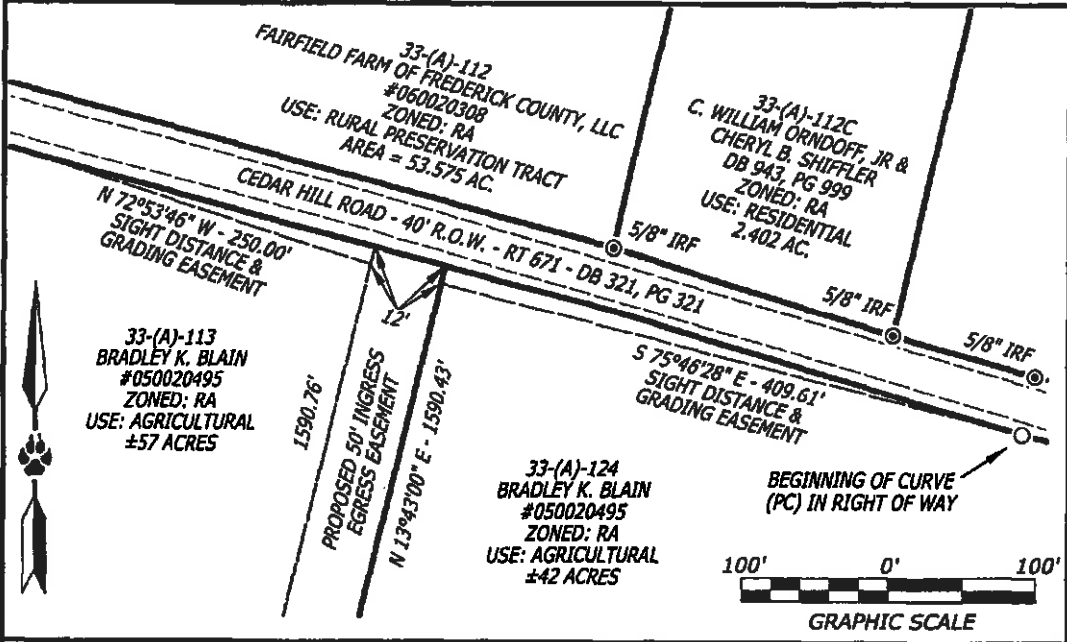
OPEN DOOR BAPTIST CHURCH, INC.

AND

BRADLEY K. BLAIN

STONEWALL MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA

AUGUST 13, 2012

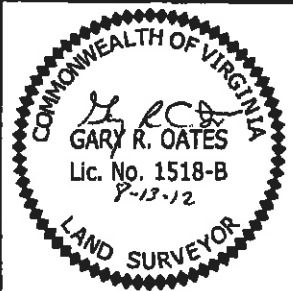


LEGEND

- AGR = AGRICULTURAL
- DB = DEED BOOK
- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- PG = PAGE
- RES = RESIDENTIAL
- R.O.W. = RIGHT OF WAY
- ⊙ = PROPERTY CORNER FOUND

GENERAL NOTES

1. A TITLE REPORT HAS NOT BEEN FURNISHED. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN.
2. NO CEMETERIES WERE OBSERVED ON PARCELS 33-(A)-113 AND 33-(A)-124 DURING THE COURSE OF THIS SURVEY.
3. BASIS OF MERIDIAN IS VIRGINIA STATE PLANE COORDINATES GRID NORTH (NAD83).
4. THIS IS NOT A BOUNDARY SURVEY. BOUNDARY INFORMATION SHOWN IS TAKEN FROM AVAILABLE RECORDS AND AERIAL PHOTOGRAPHY.



I HEREBY CERTIFY THE PARCELS CONTAINED IN THIS SURVEY ARE THE LANDS CONVEYED TO OPEN DOOR BAPTIST CHURCH, INC., FROM THE TRUSTEES OF OPEN DOOR BAPTIST CHURCH BY DEED DATED JULY 13, 2006, RECORDED AS INSTRUMENT 060013501, AND TO BRADLEY K. BLAIN FROM SHARON ARMEL BY DEED DATED SEPTEMBER 7, 2005, RECORDED AS INSTRUMENT 050020495 IN THE FREDERICK COUNTY CIRCUIT COURT CLERK'S OFFICE.



GreyWolfe, Inc.
Land Surveying and Consulting

1073 Redbud Road
Winchester, VA 22603
GreyWolfeInc@aol.com
540-667-2001 OFC
540-545-4001 FAX

DRAWN BY: GRO

FILE NO: 0166

SHEET 1 OF 2

0200



CEEDAR HILL ROAD - 40' R.O.W. - RT 671
250.00' SIGHT DISTANCE & GRADING EASEMENT
409.61' SIGHT DISTANCE & GRADING EASEMENT
SEE SHEET 1 FOR ENTRANCE DETAILS

33-(A)-113
BRADLEY K. BLAIN
#050020495
ZONED: RA
USE: AGRICULTURAL
±57 ACRES

33-(A)-124
BRADLEY K. BLAIN
#050020495
ZONED: RA
USE: AGRICULTURAL
±42 ACRES

DOT-SHADED AREA DENOTES A
50' INGRESS-EGRESS EASEMENT
HEREBY GRANTED TO PARCEL
33-(A)-123A TO ROUTE 671



33-(A)-114D
HMC, LP, LLP
#010010026
ZONED: RA
USE: AGRICULTURAL
15.360 ACRES

33-(A)-123A
OPEN DOOR BAPTIST
CHURCH, INC.
#060013501
ZONED: RA
USE: INST.
28.339 AC.



INTERSTATE 81
VARIABLE WIDTH R.O.W.
DB 284, PG 76

HATCHED AREA DENOTES A
50' UTILITY EASEMENT
HEREBY GRANTED TO
PARCELS 33-(A)-113 & 124

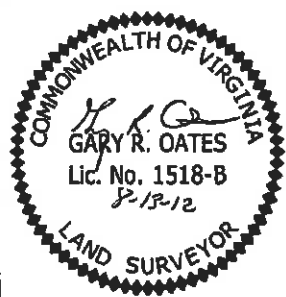
33-(A)-114C
HMC, LP, LLP
#010010026
ZONED: RA
USE: ORCHARD
21.057 ACRES

33-(A)-114B
HMC, LP, LLP
#010010026
ZONED: RA
USE: ORCHARD
±26 ACRES



EX. WATER & SEWER LINES

FINAL PLAT OF INGRESS-EGRESS, UTILITY, AND SIGHT DISTANCE EASEMENTS
ON THE LANDS OF
OPEN DOOR BAPTIST CHURCH, INC.
AND
BRADLEY K. BLAIN
STONEWALL MAGISTERIAL DISTRICT, FREDERICK COUNTY, VIRGINIA



GreyWolfe, Inc.
Land Surveying and Consulting

1073 Redbud Road
Winchester, VA 22603
GreyWolfeInc@aol.com
540-667-2001 OFC
540-545-4001 FAX

0201

VIRGINIA: FREDERICK COUNTY SCT.

This instrument of writing was produced to me on

8-24-2012 at 12:55 p.m.
and with certificate acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

§ NA, and 58.1-801 have been paid, if assessable.

Rebecca P. Hogan, Clerk