

Department of Community Development



Rezoning Planned District Case Report REZ23-1166

Applicant	Middleburg at Stone Spring
Address/Location	This property is located south of Stone Spring Rd (Rt 280), approximately 0.75 mile west of Port Republic Rd (Rt 253).
Comprehensive Plan	Neighborhood Center and Transition within the Stone Spring Urban Development Area
Tax Map#	125-A-13
Present Zoning	A-2 - General Agricultural District
Proposed Zoning	PMF - Planned Multi-Family District
Acreage	31.50
Election District	4
Planning Commission Action	Recommendation of Denial, November 8, 2023
Board of Supervisors	

General Information

Overview and Background

The applicant is requesting to rezone 31.50 acres from A-2 (General Agricultural) to PMF (Planned Multi-Family). The proposed Master Plan proposes 500 apartment units in two phases. Phase 1 shall consist of no more than 300 garden-style apartment units, not exceeding 60 feet in height. Phase 2 shall consist of no more than 200 townhome-style apartment buildings, permitted to be up to 75 feet in height per the County Zoning Ordinance. The Plan includes amenities such as clubhouses, pools, and passive and active recreational areas.

Staff and Agency Analysis

Planning and Zoning

Stone Spring Urban Development Area Plan

The parcel's frontage along Stone Spring Road is designated as Neighborhood Center (NC) within the Stone Spring Urban Development Area (UDA). The NC consists of higher density mixed use buildings that accommodate residential, commercial, office, and retail. Buildings are placed close to sidewalks and streets with parking placed behind the buildings.

The majority of the parcel is within a Transition Zone within the Stone Spring Urban Development Area. The Transition Zone has a somewhat lesser density than the NC, with building types consisting of single-family detached dwellings, townhouses, and commercial activity. Buildings are placed with shallow front and side yard setbacks, streets have curbs and sidewalks, and parking is located to the side and rear of buildings.

The Urban Development Area is intended to serve as a focal point for growth over the next 10-20 years and is established to improve coordination between multi-modal transportation and land use.

Zoning Ordinance

The PMF district provides residential opportunities, common area, and commercial opportunities in a clustered development. While allowing for a variety of uses, this district is primarily residential. The PMF district shall be located in urban growth areas as designated in the Comprehensive Plan or any other plan adopted by the County. All uses requiring water and sewer shall be served by public utilities. Non-residential uses shall be compatible with residential uses. Common area shall comprise a minimum of fifteen (15) percent of the total project area.

Building Services

Building Services has no comment.

Environmental

There are known drainage issues below the property being proposed for rezoning and it is recommended this be taken into consideration when designing the water quantity compliance strategy for this project. Any land disturbance exceeding 10,000 sq. ft. will require an erosion & sediment control plan and permit; land disturbance over 1 acre requires an engineered stormwater management plan and Construction General Permit.

Fire & Rescue

This rezoning request is located within the Port Republic Road Emergency Response Station and the Harrisonburg Volunteer Rescue Squad's response areas.

The Fire Marshal's Office has the following concerns related to the rezoning:

1. Based on the layout of the proposed master plan a temporary emergency vehicle only access lane will be a requirement of Phase 1. This would include a temporary all weather surface roadway that is 12' wide and able to hold 75,000 pounds that would extend to Ridgedale Road. The Fire Marshal's Office cannot comment on the location of fire hydrants or fire department connection's locations in Phase 1 as they are not noted on the master plan.

Per Fire & Rescue comment updated 10/30/23: In regard to the Master Plan change in Phase 2 to eliminate the emergency access only entrance and replace with a public access entrance, the Fire Marshal's Office will require two

entrances into the site from the beginning until the end of the project as stated in Item #1 from the previous comments. The change of access parameters does not change the need for two points of access at all times. Currently, with the layout of phase 1, there is not a denoted second entrance or temporary entrance until all roadways are constructed.

Continued large residential projects in this area of Rockingham County are going to affect emergency services delivery and put additional strain on County-owned infrastructure.

Public Works

As discussed in the pre-application meeting, development of this parcel of land is restricted by the existing sanitary sewer system serving Stone Port. For development, the existing sewer force main system would need to be upgraded which could consist of upgrading the pumps, upgrading approximately 5,700 feet of force main, or both. The option of gravity sewer from the site to the Pleasant Valley Interceptor line may also be an option. This would consist of installing approximately 3,500 feet of gravity sewer line and any necessary appurtenances through private property to the interceptor. The developer of this property would need to obtain all necessary easements and permissions from landowners that any sewer line crosses.

Per Public Works updated comments received 10/30/23: The County attorney has accepted the letter agreement dated October 17, 2023, that was provided by the project developer and engineer as evidence of the future availability of water and gravity sewer to the proposed rezoning and development project. [If this rezoning is approved, any proposed sewer and water line upgrades will be reviewed during the site plan phase of the review process.

Virginia Department of Transportation (VDOT)

- Rt 710 (Ridgedale Rd), 6,000 vehicles per day, 40mph, Major Collector
- VA 280 (Stone Spring Rd), 12,860 vehicles per day, 45mph, Minor Arterial

This development should have connectivity to the adjacent development's existing private road Channing Drive. Channing Drive could be considered to become a public road or have a public access easement to provide access to the future signal at VA 280 (Stone Spring Road) and Stone Port Blvd.

After reviewing the traffic analysis provided by the developer, VDOT concurs with the recommended mitigations at VA 280 (Stone Spring Road) and Rt. 710 (Ridgedale Road). This analysis does consider the future traffic signal at VA 280 and Stone Port Blvd. This development benefits from this proposed traffic signal.

Analysis Results regarding peak hour left/through movement from Rt. 710 (Ridgedale Road) onto/across VA 280 (Stone Spring Road):

The computer simulation shows the delay will increase from 27 seconds (48 vehicles) to 46 seconds (66 vehicles).

While a delay of 46 seconds is technically acceptable to VDOT, it is not desirable. VDOT will monitor this intersection and may have to restrict left turns from Rt. 710 (Ridgedale Road) onto VA 280 (Stone Spring Road) and also the through movement at this intersection in the future. This restriction would result in increased U-Turns at VA 280 (Stone Spring Road) and VA 253 (Port Republic Road) intersection. U-turns at this intersection can be safely made by passenger vehicles. Larger vehicles and trucks would have to turn left on Port Republic Road and then left on Stone Port Blvd to get back to Stone Spring Rd.

With expected future traffic increase on Rt. 710 (Ridgedale Road), VDOT recommends that the developer should dedicate thirty-five (35) feet right-of-way from existing centerline of Rt. 710 to VDOT along entire property frontage with Rt. 710 for future improvements.

Within the development, it is VDOT's preference to have public roads including connections to adjacent parcels, but at a minimum the connections to any adjacent properties should have public access easements to meet connectivity requirements.

Rockingham County Public Schools (RCPS)

This property is located in the Spotswood High School District. We estimate this would generate an additional 31 students at Peak View Elementary, 18 students at Montevideo Middle School, and 22 students at Spotswood High School. With the proposed redistricting in the next year, each school will have the capacity to handle this increase in enrollment.

Based on the Master Plan, it appears that Middleburg at Stone Spring will not be offering public, state-maintained roads traveling throughout this development. Generally speaking, RCPS buses do not travel on private roads. With that being said, we do travel through the neighboring community of The Reserve. We do so by providing one central bus stop where parents/guardians come to meet/drop off their students. Upper elementary, middle, and high school students have the option to walk to their homes without adult supervision.

If Middleburg provided acceptable roads to travel through, such as The Reserve, RCPS could look into the possibility of dropping off students at a central location within the development. However, that is by no means a guarantee of doing so since there are numerous factors that we would need to consider prior to making that decision. Given that we are not able to travel through Middleburg, our bus stop(s) would be located at the intersection of Stone Spring Rd & the entrance to Middleburg. This is not the best bus stop location due to the traffic on Stone Spring Rd.

Considerations

Stone Spring Urban Development Area (UDA) Plan:

The area proposed for garden style apartments does not meet the intentions of the Neighborhood Center designation in the Stone Spring UDA Plan. Buildings within the Neighborhood Center typically are placed close to sidewalks and streets with parking placed behind the buildings. In the proposed layout, parking fronts Stone Spring Rd with deep building setbacks throughout Phase 1, which is inconsistent with the UDA plan. The proposed layout does not include an internal street with units facing the street and parking off the street.

Phasing:

The Plan Description states that development will be phased as follows:

- Phase 1: First Certificate of Occupancy (CO) shall not occur before July 1, 2026.
- Phase 2a: First CO shall not occur before April 1, 2027, or at least 9 months following issuance of Phase 1's first CO, whichever is later, and shall be limited to 100 units.
- Phase 2b: 101st CO shall not occur before January 1, 2028, or at least 9 months following issuance of Phase 2's first CO, whichever is later.

Sanitary Sewer Easement:

The developer has worked with the owners of the adjoining properties, 125-A-26A1, 125-A-25, 125-A-29, and 125-A-29B6 to obtain a sanitary sewer easement agreement. Rockingham County accepted the document as evidence of future availability of water and sewer to the proposed rezoning and development project. In so doing, Rockingham County explicitly does not agree to or accept any term, duty, obligation, or benefit, mentioned or discussed in the principal document or any of its exhibits or attachments.

Traffic Analysis:

A traffic analysis was submitted by the developer to VDOT for review. The simulation showed a delay at Stone Spring Rd (VA 280) and Ridgedale Rd (Rt 710) that would increase from 27 seconds (equivalent to 48 vehicles) to 46 seconds (equivalent to 66 vehicles). This delay is acceptable per VDOT standards but is not desirable.

Steets:

The current plan to connect Stone Spring Road and Ridgedale Road, and other future connection points are proposed as "private streets" with designated public access easements; however, these appear to be parking aisles rather than private streets. If these are expected to be private streets the Zoning Ordinance requires private streets to be paved and constructed to VDOT standards and the proposed design with perpendicular parking along the private streets is problematic for VDOT taking these streets into the state-maintained system in the future. VDOT prefers the connection from Stone Spring Road to Ridgedale Rd and the extension of Channing Dr to be VDOT-maintained public streets. The UDA Plan calls for neighborhood streets to allow for circulation throughout the Stone Port area; proposed streets could be accepted into the VDOT-maintained system with parallel parking along the sides.

Interparcel Connectivity:

The Master Plan shows three interparcel connections with public access easements to the property to the west. The County Zoning Ordinance states that developments shall provide sufficient connections in multiple directions, to multiple properties and, if applicable, to local and higher order roadways to ensure adequate connectivity. The proposed plan does not show interparcel connectivity in multiple directions because the Master Plan shows no connection to the eastern property, 125-24-1.

The Plan Description states that the proposed street aligning with Channing Dr (private) shall be designed to accommodate future connection to Channing Dr and shall be designed and constructed to VDOT standards. However, the County has no assurance that the developer will construct this connection. Additionally, the Master Plan shows sidewalk and landscaping in the area that would be used for interparcel connectivity.

A connection to Channing Dr is required to meet connectivity requirements as described in Sec. 17-701.04. This connection would bring traffic from the proposed Middleburg, and future developments to the west, to the future signalized intersection of Stone Port Blvd and Stone Spring Rd, rather than forcing a right-in right-out onto Stone Spring Rd, and U-turns at the next intersection, or to an unsignalized left maneuver from Ridgedale Rd onto Stone Spring Rd.

Bus Stops:

RCPS does not typically route buses onto private streets. The development has proposed parking lot drive aisles throughout, forcing bus stops along Stone Spring Rd and Ridgedale Rd.

Emergency Response:

Due to the right-in right-out entrance on Stone Spring Rd, the boulevard entrance is not sufficient for Emergency Services. A second entrance will be required at all phases of the development. Currently, the Master Plan does not address this.

Planning Commission Action

With concerns of bus stops, traffic, and interconnectivity, the Planning Commission recommended denial of the rezoning request with a 3-2 vote on November 8, 2023.



Rockingham County Rezoning Application

Office Use Only

Application Date Received: _____

Project Number: _____

Application Procedure

The rezoning process usually takes about eight weeks from time of application submittal. However, timing can vary depending on application submission date in connection to scheduled public hearings.

1. Applicant participation in a recommended Pre-Application Meeting to receive early input from county and agency staff. Call (540) 564-5074 for more information and scheduling.
2. Submission of complete application (as a guide, use the check list provided below).
3. Staff and agency application review and comments from the County departments of Building, Engineering, Planning, Fire & Rescue, Public Works, Environmental, Zoning, Economic Development, Public Schools; Virginia Department of Health (VDH); and Virginia Department of Transportation (VDOT). Other applicable agencies may be contacted if needed.
4. Notification letters of public hearing mailed to adjoining landowners.
5. Rezoning sign placed on property in public view and drone video taken of property.
6. Public hearing advertisement placed in the local paper.
7. Planning Commission public hearing*, review, and recommendation to the Board of Supervisors.
8. Board of Supervisors public hearing*, review, and final rezoning determination. The decision to approve or deny the rezoning request is ultimately determined by the Rockingham County Board of Supervisors.

**The applicant, or representative, is encouraged to attend both related public hearings.*

Application Checklist (please submit with application)

It is the responsibility of the applicant to gather all information and submit a complete rezoning application to the Rockingham County Department of Community Development. Applications can be mailed, dropped off in person, or [emailed](#).

- ☒ A completed and signed application (digital PDF preferred). *Multiple copies of the application signature sheets can be submitted to provide space for all landowners to sign.*
- ☒ A boundary map of the property, showing the metes and bounds description of the area to be rezoned. The submitted map cannot be larger than 11" x 17".
- ☒ If rezoning to a [Planned District](#), a [master plan and plan description](#) are required.
- ☐ If rezoning to a [Conventional District](#), a [statement of proffers](#) may be submitted.
- ☒ Required fee determined by the chart below. Checks should be made payable to "Rockingham County" and credit card payments are subject to a 2.5% convenience fee. **Total included fee: \$1550**

Planned Development District Rezoning Request	
Fee	\$750 + \$25/acre
Amendments Involving a Public Hearing	\$750 + \$25/acre
Proffer Amendments Not Involving a Public Hearing	\$750
Conventional District Rezoning Request	
Agricultural (for agricultural uses)	\$150
Single – or Two-family Residential	\$525 + \$25/acre
Residential for More than Two Families	\$525 + \$25/acre
Commercial/Industrial	\$525 + \$25/acre
Other	\$525 + \$25/acre

Rezoning Application Form

Property Owner: Mary C. Schultz, Martha C. Potter, and Robert A. Cauley (c/o Todd C. Rhea, Esq.)

Address: 92 N. Liberty St, Harrisonburg, VA 22802

Telephone: (540) 433-2601

Email: tcrhea@clark-bradshaw.com

Other Applicant Party (such as a contract purchaser) if applicable: Middleburg Real Estate Partners, LLC (c/o Andrew Bolton)

Address: 1921 Gallows Rd. STE 700, Vienna, VA 22182

Telephone: (703) 740-0110

Email: abolton@livemiddleburg.com

Other Contact Person (such as a law or engineering firm) if applicable: Monteverde Engineering

Address: 250 E. Elizabeth St. STE 114, Harrisonburg, VA 22802

Telephone: (540) 746-7320

Email: jernest@monteverdedesigns.com

Application Contact: Jon Ernest

Property Location: (N S E W) of (Road Name) Stone Spring Rd (Route #) 820

approximately 3/4 miles/feet (N S E W) of (Road Name) Port Republic Rd.

(Route #) 253. **Election District #:** 4, North River Precinct

Property Tax Map Number(s): 125-A-13

Number of acres in rezoning request: ±31.5 **Current Zoning:** A2 **Proposed Zoning:** PMF

Indicate Method of:

Water Supply

- | | |
|-------------------------------------|------------------|
| <input checked="" type="checkbox"/> | County Water |
| <input type="checkbox"/> | City Water * |
| <input type="checkbox"/> | Community System |
| <input type="checkbox"/> | Well |
| <input type="checkbox"/> | Cistern |

Sewage Disposal

- | | |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | County Sewer |
| <input type="checkbox"/> | City Sewer * |
| <input type="checkbox"/> | Community System |
| <input type="checkbox"/> | Septic System |
| <input type="checkbox"/> | Alternative: _____ |

** If City water and/or sewer are selected, applicant must have full approval by City & County prior to submitting this application.*

Please check attachments included:

☐ For **Conventional District** Rezoning: A Statement of Proffers, in compliance with Section 17-1004.03 of Rockingham County's Zoning Ordinance, may be submitted with this form.

☒ For **Planned District** Rezoning: A Master Plan and Plan Description, in compliance with Section 17-1004.04 of Rockingham County's Zoning Ordinance, shall be submitted with this form.

Guide: Statement of Proffer for Conventional Zoning Districts *(if applicable)*

The Rockingham County Zoning Ordinance allows applicants for [Conventional District](#) rezoning to offer a statement of proffers (conditions) to be placed on the land as a part of the rezoning application. If approved by the Board of Supervisors, such proffers shall become legally binding regulations applying to the land rezoned in addition to existing zoning regulations. The existence of such proffers will be notated on the County's zoning map and will apply to the land, regardless of changes in ownership, unless or until the proffers are changed through a future ordinance amendment process.

Reference [Section 17-1004.03](#) of the Zoning Ordinance located on the County's website for more information and formatting requirements.

Guide: Master Plan & Plan Description for Planned Zoning Districts *(required)*

The Rockingham County Zoning Ordinance requires [Planned District](#) rezoning applications to include a master plan and plan description. The master plan, plan description, and any demonstrative materials submitted with the application will become part of the record of the hearing on the application and become legally binding elements of the zoning ordinance and map if the rezoning is approved by the Board of Supervisors. A separate statement of proffers are not a component of a Planned District rezoning.

Master plan and plan description shall include the following information as a minimum:

1. A vicinity map at a scale of not less than one (1) inch equal to one thousand (1,000) feet showing surrounding properties, surrounding public streets, and private roads.
2. An accurate boundary survey of the tract.
3. An existing conditions map(s) showing elements specified in Section 17-1004-04.
4. A master plan showing elements specified in Section 17-1004-04.
5. A plan description, to include a summary of design elements such as lot characteristics, building heights, and common area characteristics, and to convey any items required above which cannot be effectively illustrated with images.

Reference [Section 17-1004.04](#) of the Zoning Ordinance located on the County's website for more information and requirements.

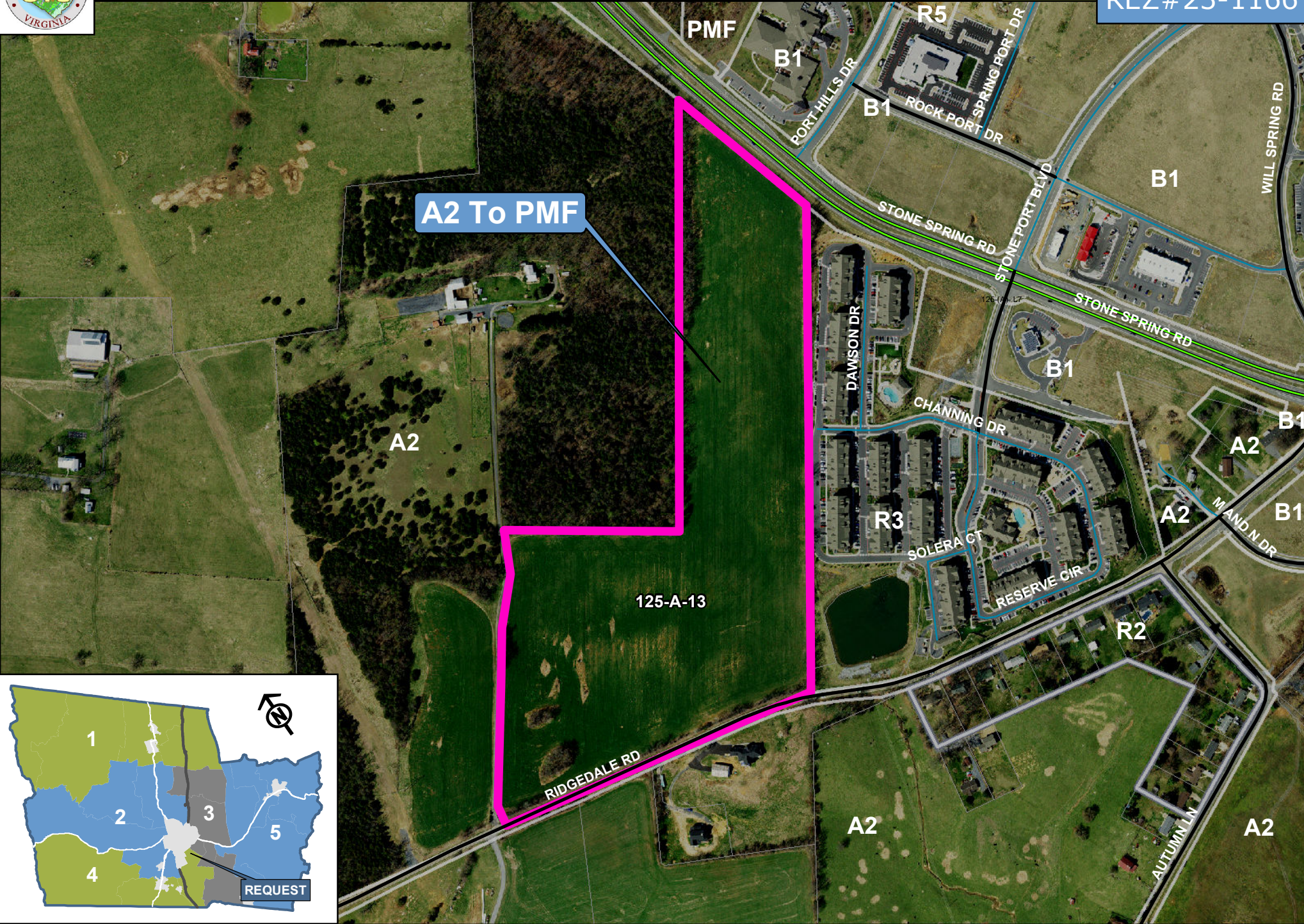


Middleburg at Stone Spring Rezoning Request



PC Hearing Date: 10/3/2023

REZ#23-1166



MIDDLEBURG AT STONE SPRING

MASTER PLAN

STONE SPRING ROAD
HARRISONBURG, VIRGINIA 22801
ROCKINGHAM COUNTY

SITE DATA

SITE INFORMATION:	
TAX MAP #	125-A 13
DEEDBOOK/PAGE	3532/505
ACREAGE	31.5 AC
CURRENT ZONING	A2
PROPOSED ZONING	PMF
ZONING ACREAGE	31.5 AC
ADDRESS	T.B.D. STONE SPRING ROAD HARRISONBURG, VA 22801
ENGINEER:	
FIRM	MONTEVERDE ENGINEERING & DESIGN STUDIO
ADDRESS	250 E. ELIZABETH ST, SUITE 114 HARRISONBURG, VA 22802
CONTACT NAME	JON ERNEST, PLA
EMAIL	jernest@MonteverdeDesigns.com
PHONE	(540) 746-7320
OWNER:	
LANDOWNER	MARY SCHULTZ, MARTHA POTTER, ROBERT CAULEY
CONTACT NAME	TODD RHEA, ESQ.
ADDRESS	92 N. LIBERTY ST. HARRISONBURG, VA 22802
EMAIL	TCRHEA@CLARK-BRADSHAW.COM
PHONE	(540) 433-2601
OTHER APPLICANT	MIDDLEBURG REAL ESTATE PARTNERS, LLC
CONTACT NAME	ANDREW BOLTON
ADDRESS	1921 GALLOWS RD. STE 700, VIENNA, VA 22182
EMAIL	ABOLTON@LIVEMIDDLEBURG.COM
PHONE	(703) 740-0110



VICINITY MAP
SCALE: 1" = 2,000'

ROCKINGHAM COUNTY DIRECTORY:

DIRECTOR OF COMMUNITY DEVELOPMENT
RHONDA COOPER
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3033

ZONING ADMINISTRATOR
KELLY GETZ
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-6063

ENVIRONMENTAL MANAGER
ADAM HANCOCK
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-1529

PUBLIC WORKS DIRECTOR
PHILIP RHODES
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3024

SENIOR UTILITIES INSPECTOR AND UTILITY PLAN REVIEWER
NATHAN PUFFENBARGER
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3020

FIRE CHIEF
JEREMY HOLLOWAY
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3175

BUILDING OFFICIAL
JOE SHIFFLETT
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3041

DIRECTOR OF ENGINEERING
ROSS MORLAND, PE
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-6095

DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT
RACHEL SALATIN
20 E. GAY STREET
HARRISONBURG, VA 22802
(540) 564-3033

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS
3	MASTER PLAN
4	COMMON AREA PLAN
5	ILLUSTRATIVE PLAN

Seal:

Project:

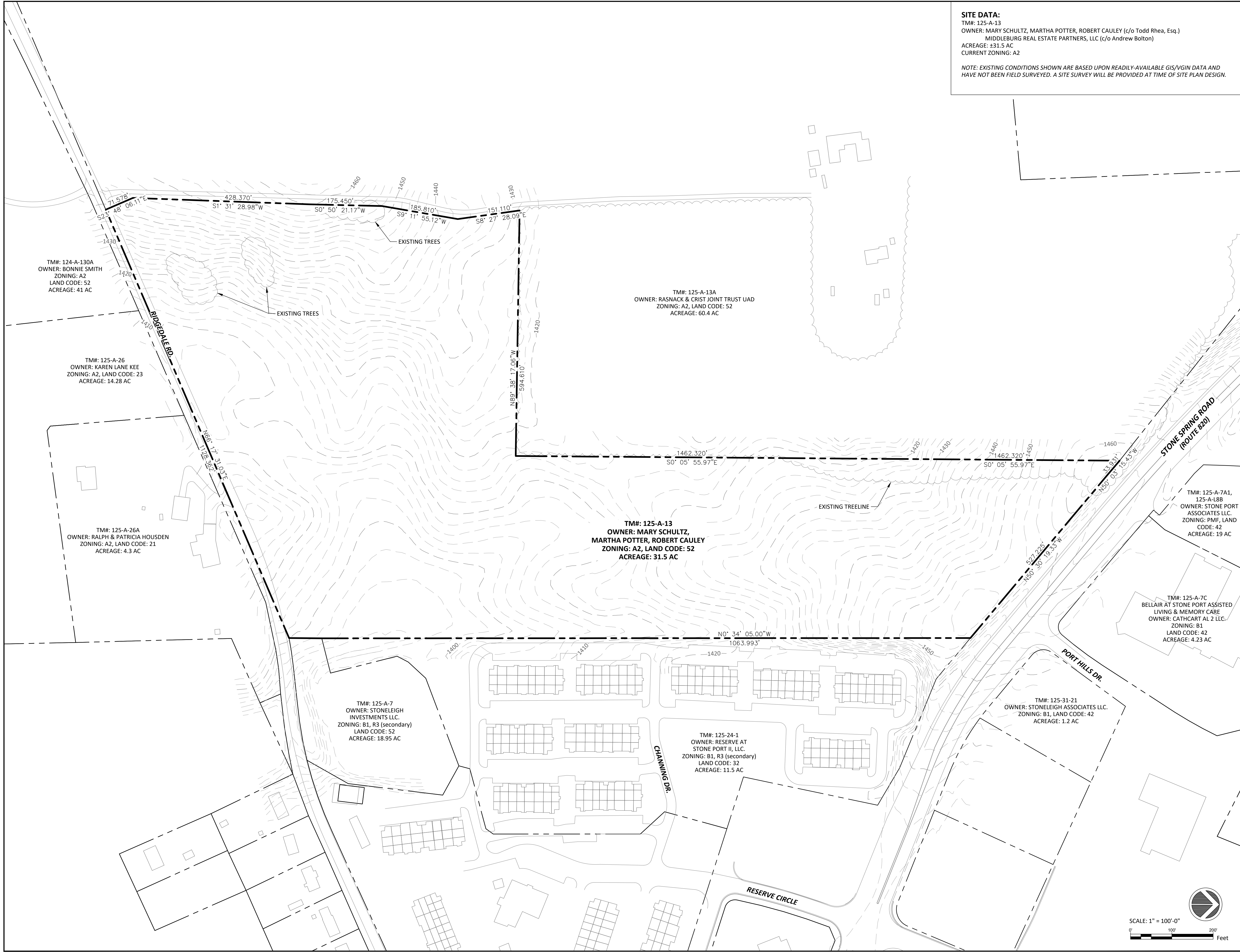
MASTER PLAN
MIDDLEBURG AT STONE SPRING
Stone Spring Road
Harrisonburg, VA 22801

Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

TITLE SHEET

Project number:	23039C
Date:	OCTOBER 11, 2023
Drawn by:	JMO/OP
Checked by:	JWE



SITE DATA:
TM#: 125-A-13
OWNER: MARY SCHULTZ, MARTHA POTTER, ROBERT CAULEY (c/o Todd Rhea, Esq.)
MIDDLEBURG REAL ESTATE PARTNERS, LLC (c/o Andrew Bolton)
ACREAGE: ±31.5 AC
CURRENT ZONING: A2

NOTE: EXISTING CONDITIONS SHOWN ARE BASED UPON READILY-AVAILABLE GIS/VGIN DATA AND HAVE NOT BEEN FIELD SURVEYED. A SITE SURVEY WILL BE PROVIDED AT TIME OF SITE PLAN DESIGN.

250 E. Elizabeth St, Suite 114 • Harrisonburg, VA 22802
540.228.0202 | www.monteverdedesigns.com

Seal:

Project:

MASTER PLAN

MIDDLEBURG AT STONE SPRING

Stone Spring Road
Harrisonburg, VA 22801

Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

EXISTING
CONDITIONS

Project number:	23039C
Date:	OCTOBER 11, 2023
Drawn by:	JMO/OP
Checked by:	JWE

Seal:

Project:

MASTER PLAN

MIDDLEBURG AT STONE SPRING

Stone Spring Road
Harrisonburg, VA 22801

Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

MASTER PLAN


Project number:	23039C
Date:	OCTOBER 11, 2023
Drawn by:	JMO/OP
Checked by:	JWE

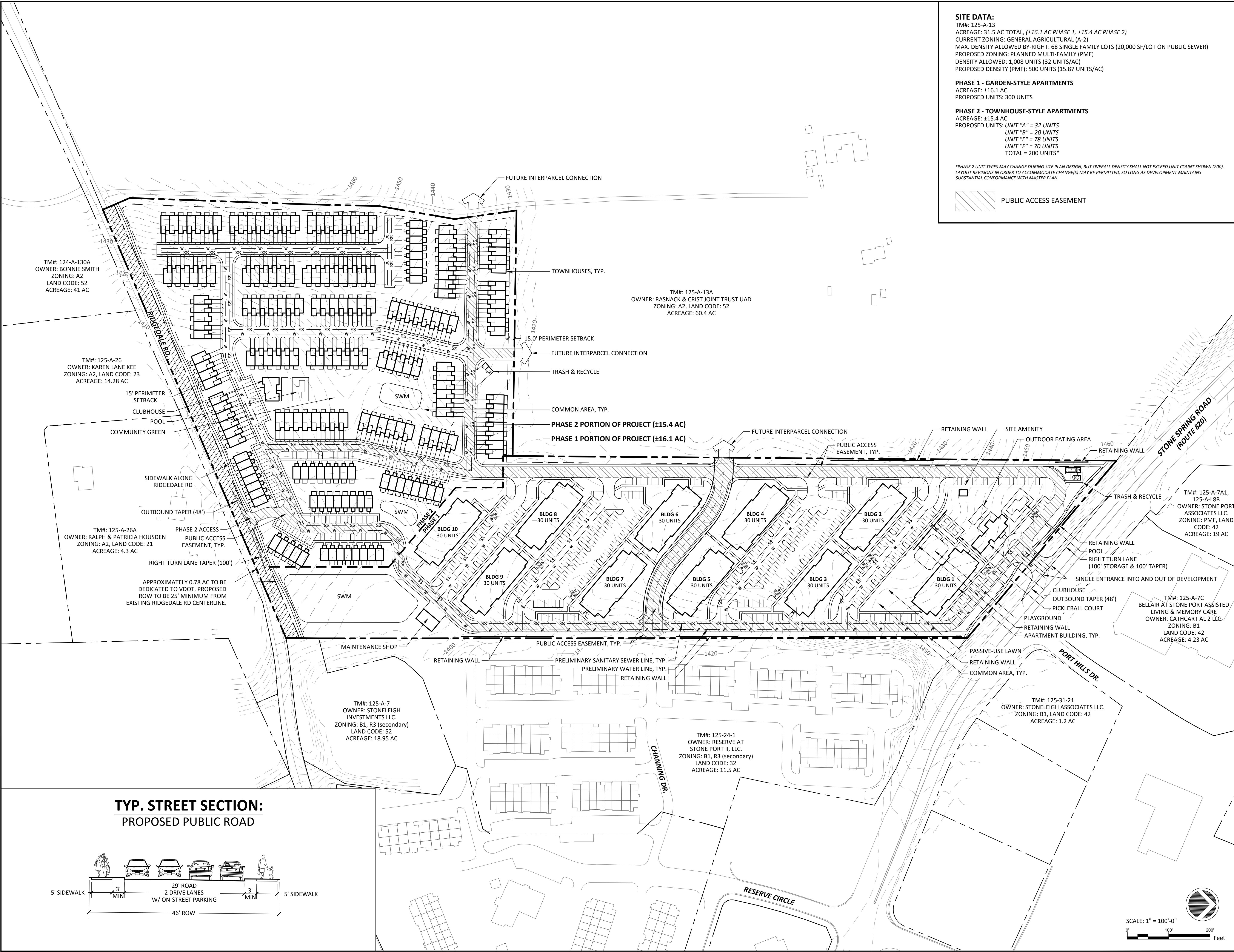
SITE DATA:
TM#: 125-A-13
ACREAGE: 31.5 AC TOTAL, (±16.1 AC PHASE 1, ±15.4 AC PHASE 2)
CURRENT ZONING: GENERAL AGRICULTURAL (A-2)
MAX. DENSITY ALLOWED BY-RIGHT: 68 SINGLE FAMILY LOTS (20,000 SF/LOT ON PUBLIC SEWER)
PROPOSED ZONING: PLANNED MULTI-FAMILY (PMF)
DENSITY ALLOWED: 1,008 UNITS (32 UNITS/AC)
PROPOSED DENSITY (PMF): 500 UNITS (15.87 UNITS/AC)

PHASE 1 - GARDEN-STYLE APARTMENTS
ACREAGE: ±16.1 AC
PROPOSED UNITS: 300 UNITS

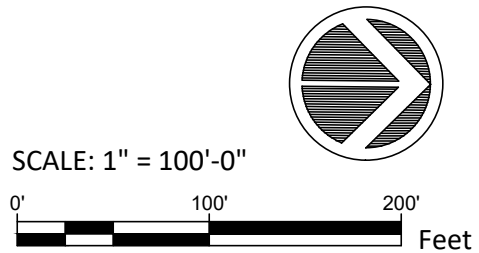
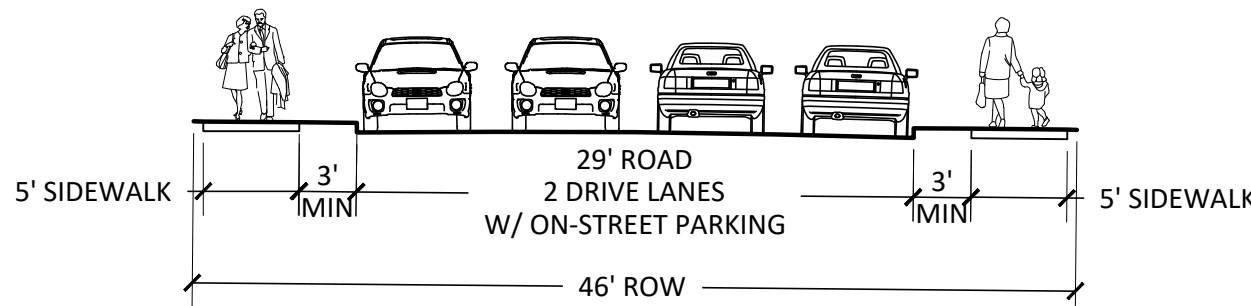
PHASE 2 - TOWNHOUSE-STYLE APARTMENTS
ACREAGE: ±15.4 AC
PROPOSED UNITS: UNIT "A" = 32 UNITS
UNIT "B" = 20 UNITS
UNIT "E" = 78 UNITS
UNIT "F" = 70 UNITS
TOTAL = 200 UNITS*

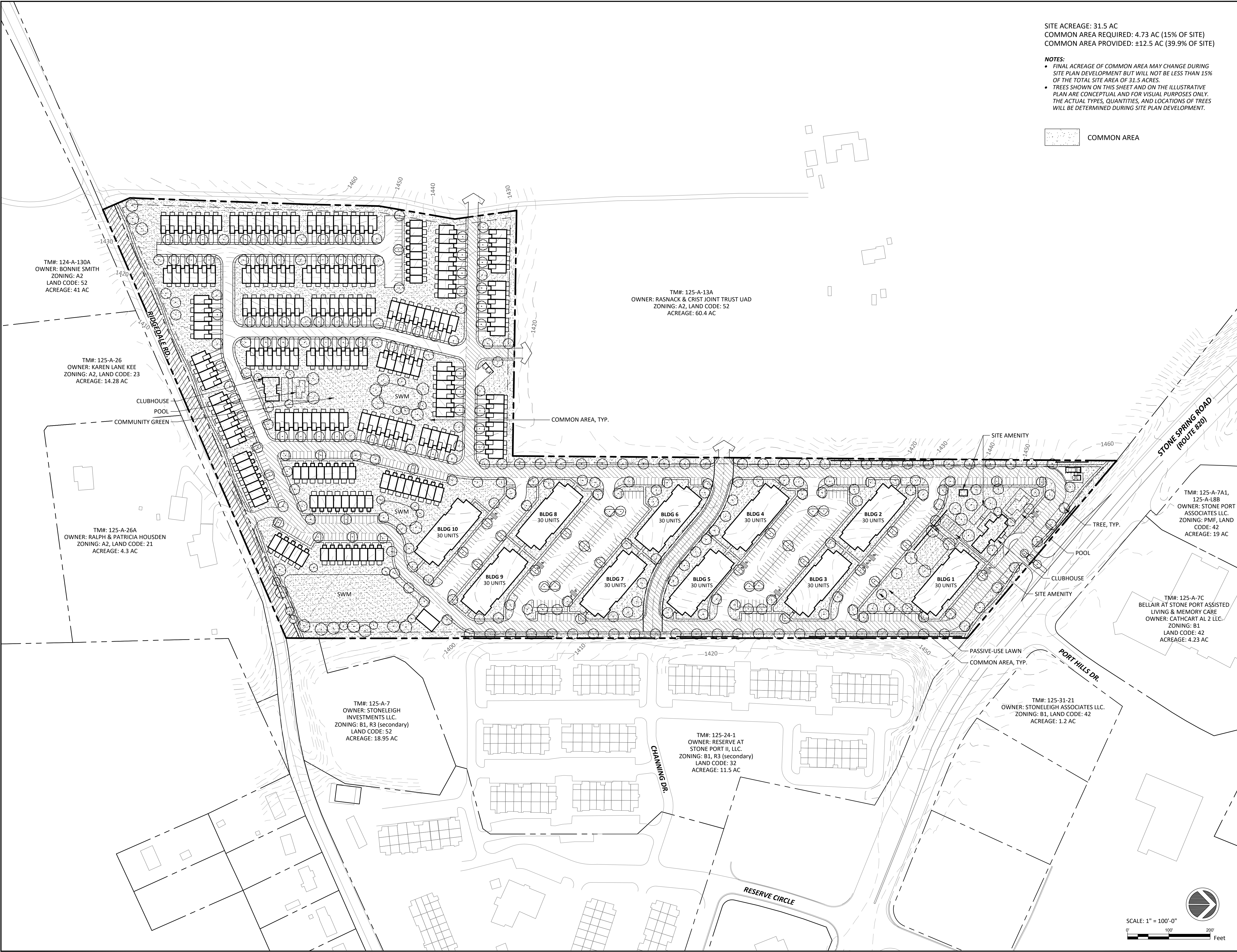
*PHASE 2 UNIT TYPES MAY CHANGE DURING SITE PLAN DESIGN, BUT OVERALL DENSITY SHALL NOT EXCEED UNIT COUNT SHOWN (200).
LAYOUT REVISIONS IN ORDER TO ACCOMMODATE CHANGE(S) MAY BE PERMITTED, SO LONG AS DEVELOPMENT MAINTAINS
SUBSTANTIAL CONFORMANCE WITH MASTER PLAN.

 PUBLIC ACCESS EASEMENT



TYP. STREET SECTION:
PROPOSED PUBLIC ROAD





SITE ACREAGE: 31.5 AC
COMMON AREA REQUIRED: 4.73 AC (15% OF SITE)
COMMON AREA PROVIDED: ±12.5 AC (39.9% OF SITE)

NOTES:

- FINAL ACREAGE OF COMMON AREA MAY CHANGE DURING SITE PLAN DEVELOPMENT BUT WILL NOT BE LESS THAN 15% OF THE TOTAL SITE AREA OF 31.5 ACRES.
- TREES SHOWN ON THIS SHEET AND ON THE ILLUSTRATIVE PLAN ARE CONCEPTUAL AND FOR VISUAL PURPOSES ONLY. THE ACTUAL TYPES, QUANTITIES, AND LOCATIONS OF TREES WILL BE DETERMINED DURING SITE PLAN DEVELOPMENT.

 COMMON AREA

Seal:

Project:

MASTER PLAN

MIDDLEBURG AT STONE SPRING

Stone Spring Road
Harrisonburg, VA 22801

Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

**COMMON AREA
PLAN**

Project number:	23039C
Date:	OCTOBER 11, 2023
Drawn by:	JMO/OP
Checked by:	JWE

Seal:

Project:

MASTER PLAN

MIDDLEBURG AT STONE SPRING

Stone Spring Road
Harrisonburg, VA 22801

SITE DATA:
TM#: 125-A-13
ACREAGE: 31.5 AC TOTAL, (±16.1 AC PHASE 1, ±15.4 AC PHASE 2)
CURRENT ZONING: GENERAL AGRICULTURAL (A-2)
MAX. DENSITY ALLOWED BY-RIGHT: 68 SINGLE FAMILY LOTS (20,000 SF/LOT ON PUBLIC SEWER)
PROPOSED ZONING: PLANNED MULTI-FAMILY (PMF)
DENSITY ALLOWED: 1,008 UNITS (32 UNITS/AC)
PROPOSED DENSITY (PMF): 500 UNITS (15.87 UNITS/AC)

PHASE 1 - GARDEN-STYLE APARTMENTS
ACREAGE: ±16.1 AC
PROPOSED UNITS: 300 UNITS

PHASE 2 - TOWNHOUSE-STYLE APARTMENTS
ACREAGE: ±15.4 AC
PROPOSED UNITS: UNIT "A" = 32 UNITS
UNIT "B" = 20 UNITS
UNIT "E" = 78 UNITS
UNIT "F" = 70 UNITS
TOTAL = 200 UNITS*

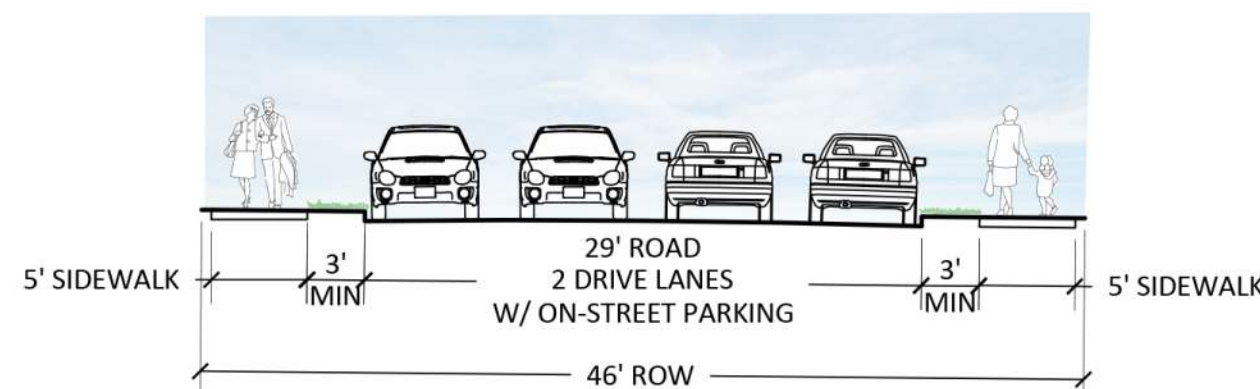
*PHASE 2 UNIT TYPES MAY CHANGE DURING SITE PLAN DESIGN, BUT OVERALL DENSITY SHALL NOT EXCEED UNIT COUNT SHOWN (200). LAYOUT REVISIONS IN ORDER TO ACCOMMODATE CHANGE(S) MAY BE PERMITTED, SO LONG AS DEVELOPMENT MAINTAINS SUBSTANTIAL CONFORMANCE WITH MASTER PLAN.

COMMON AREA REQUIRED: 4.73 AC (15% OF SITE)
COMMON AREA PROVIDED: ±12.5 AC (39.9% OF SITE)

PUBLIC ACCESS EASEMENT



TYP. STREET SECTION:
PROPOSED PUBLIC ROAD



Revisions:		
No.	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

ILLUSTRATIVE
PLAN

Project number: 23039C
Date: OCTOBER 11, 2023
Drawn by: JMO/OP
Checked by: JWE

MIDDLEBURG AT STONE SPRING

PLAN DESCRIPTION

TAX MAP NUMBERS: 125-A-13

DATE: SEPTEMBER 18TH, 2023 (REVISED OCTOBER 26, 2023)

REZONING CASE NUMBER: REZ23-1166

Located on Stone Spring Rd. (Rt 280), approximately three-quarters (3/4) of a mile west of the intersection of Port Republic Rd (State Route 253) and lying in the Central District of Rockingham County (District 4), Middleburg at Stone Spring (Development) is a proposed ±31.5-acre multi-family neighborhood. The proposed development includes Tax Map #125-A-13, with existing land-uses permitted in A-2 (General Agricultural). The Master Plan, dated August 8th, 2023, accompanying this Plan Description proposes to rezone the entirety of the subject parcel from A-2 (General Agricultural) to PMF (Planned Multi-Family).

The Middleburg at Stone Spring development shall consist of no more than 500 multi-family units. Upon completion, the Development will yield a net density of approximately 15.87 dwelling units per acre, compared to the maximum PMF zoning allowance of 32 units per acre (or 1,008 units). Phase 1 shall include private-use, common area amenities such as, but not limited to, a clubhouse, pool, and a combination of designated passive and active recreational spaces.

Phase 1 shall consist of no more than 300 total apartment units, as generally depicted in the Master Plan. The apartment units located within phase 1 development shall be garden-style and shall not exceed 60 feet in height. Phase 2 of the Development shall consist of no more than 200 total apartment units, comprising of a mix of townhome-style buildings. Development phasing shall follow the approximate limits as outlined within the Master Plan and shall strictly adhere to the following phasing schedule:

- Phase 1: First Certificate of Occupancy (CO) shall not occur before July 1, 2026.
- Phase 2a: First CO shall not occur before April 1, 2027, or at least 9 months following issuance of Phase I's first CO, whichever is the latter, and shall be limited to 100 units.
- Phase 2b: 101st CO shall not occur before January 1, 2028, or at least 9 months following issuance of Phase II's first CO, whichever is the latter.

The development's vehicular traffic will be served via an entrance on Stone Spring Rd (Rt 280), as generally illustrated in the Master Plan. This entrance shall be a boulevard-style entrance with a landscaped, raised median. A second, Phase 2 entrance shall be provided on Ridgedale Rd. Traffic mitigation on public roadways will be primarily in the form of right-turn lanes and tapers provided at the site entrances, as depicted on the Master Plan. Additionally, if/as requested by VDOT at time of site plan submittal for Phase I of the development, the Developer will restripe the northbound approach to the Ridgedale Rd & Stone Spring Rd intersection to create a shared left-through lane and a dedicated right-turn lane. Restriping will allow for the left-through lane to be continuous with the approach lane. If/as requested by VDOT, such restriping shall be complete prior to the issuance of any permanent certificate of occupancy associated with the development.

Internal drive-aisles shall be stubbed to the common property line of TM #125-A-13A to serve future inter-parcel connectivity, as generally depicted on the Master Plan. The road aligning with Channing Dr shall be designed to accommodate future connection to Channing Dr and shall be designed/constructed to VDOT standards. If/when Channing Dr is dedicated to VDOT, this road shall be likewise dedicated at no cost to VDOT or Rockingham County. Public access easements will be provided throughout the development on travelways connecting the points of cross-access and public access, as depicted on the plan.

As required in this zoning district, all water and sanitary sewer services shall be connected to County-owned and County-maintained supply mains. An agreement between the Developer and Liskey Farms, LLC has been established to permit the required sanitary sewer connection by way of easement on the properties identified as Tax Map #125-A-25 and #125-A-29. Said agreement is submitted as Exhibit A.

Middleburg Real Estate Partners, LLC
1921 Gallows Road, Suite 700
Vienna, VA 22182

October 17, 2023

Liskey Farms LLC
c/o Bonnie S. Liskey
2308 Autumn Lane
Harrisonburg, VA 22801

Barry Liskey

Re: Letter Agreement Regarding Sewer Easement Under and Across Certain Lands Located in Rockingham County, Virginia Identified as Tax Map # 125-A-26A1, 125-A-25, 125-A-29 and 125-A-29B6A (the "Subject Property")

Dear Ms. Bonnie Liskey and Mr. Barry Liskey:

We have prepared this letter to confirm the terms by which (i) Liskey Farms LLC, as the fee owner of the Subject Property (the "Owner"), agrees to grant a sewer easement in favor of Rockingham County Public Works Department or other municipal authority (the "County"), upon Middleburg Real Estate Partners, LLC, or its successors or assigns ("Middleburg") acquiring that certain real property containing approximately 31.438 acres designated by Rockingham County as Tax Map # 125-A-L13 (the "Middleburg Property") and (ii) Middleburg agrees to take certain actions with respect to the Subject Property for the benefit of Barry Liskey, the current tenant of the Subject Property, upon Middleburg acquiring the Middleburg Property. By executing below, Owner, Middleburg, and Barry Liskey hereby agree as follows:

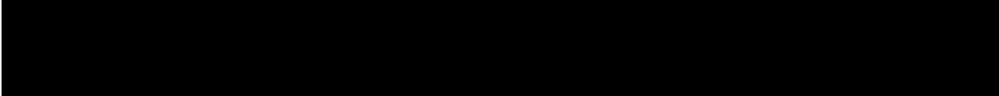
1. Owner agrees to enter into a temporary construction and permanent sanitary sewer easement (collectively, the "Easement"), the form of which is attached hereto as Exhibit "A," for the benefit of the County (including the Middleburg Property) that will enable Middleburg to construct a new gravity sewer serving the Middleburg Property. The Easement will be generally located in the areas depicted on Exhibit "B" attached hereto (striped/crosshatched areas). The Easement will provide that Middleburg will be responsible for all costs of installing and maintaining the sewer line and leveling and reseeding the ground located above the sewer line. Middleburg shall prepare the Easement and shall bear the cost of recording the same with the Rockingham County Land Records Division register of deeds. Owner acknowledges that the County may require adjustments to the form of the Easement, and Owner consents to such adjustments provided the adjustments do not materially and adversely affect Owner. Middleburg agrees to name Owner as an additional insured under Middleburg's insurance policies obtained in connection with the construction of the Easement.
2. Simultaneous with its execution of this Agreement, Owner shall deliver an original signature page of the Easement to Terra Nova Title & Settlement Services, 1211 Connecticut Avenue, NW, Suite 401, Washington, DC 20036, attn: Christopher Critcher ("Escrow Agent"). By its

execution of this Letter Agreement, Owner hereby authorizes and directs Escrow Agent, immediately after Middleburg acquires the Middleburg Property, to attach the Owner signature page to the Easement and record the Easement in the proper records of Rockingham County, Virginia, provided that Middleburg, simultaneously with its acquisition of the Middleburg Property, pays Owner the sum of [REDACTED] (the "Owner Easement Fee") as full and complete consideration for granting the Easement. In the event Middleburg does not acquire the Middleburg Property, the Easement shall not be executed and no funds shall be due and owing to Owner.

3. Attached hereto as Exhibit "C" is a Memorandum of Letter Agreement. Simultaneous with its execution of this Agreement, Owner shall deliver an original signature page of the Memorandum with Escrow Agent and Escrow Agent shall record the Memorandum in the public records of the County of Rockingham.
4. Within three (3) business days of Escrow Agent confirming receipt of all signatures required by the terms of this Letter Agreement, Middleburg shall pay to Owner the sum of [REDACTED] in consideration of Owner's cooperation with this Letter Agreement. Within three (3) business days after Middleburg obtains its final zoning approval required to permit development of the Middleburg Property in accordance with Middleburg's plans, with all appeal periods associated therewith having expired (the "Rezoning Approval"), Middleburg shall pay to Owner the sum of [REDACTED]
5. Middleburg and Barry Liskey hereby agree to enter into that certain Liskey Farm Agreement, the form of which is attached hereto as Exhibit "D", upon Middleburg acquiring the Middleburg Property. In addition thereto, within three (3) business days of Escrow Agent confirming receipt of all signatures required by the terms of this Letter Agreement, Middleburg shall pay to Barry Liskey the sum of [REDACTED] in consideration of Barry Liskey's cooperation with this Letter Agreement. Within three (3) business days after Middleburg obtains the Rezoning Approval, Middleburg shall additionally pay to Barry Liskey the sum of [REDACTED]
6. For the avoidance of doubt, the payments contemplated to be made by Middleburg hereunder are as follows:

[REDACTED]

[REDACTED]

- 
7. Owner hereby confirms that the Subject Property is not encumbered by any financing or other instrument to which the Easement would be subordinate. From and after the Effective Date, Owner shall not further encumber the lands that are the subject of the Easement in a manner that would materially and adversely affect the Easement and the rights granted Middleburg or its successors or assigns thereunder.
 8. In performing its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted (a) in good faith upon advice of its counsel or (b) in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, that Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Letter Agreement. Owner and Middleburg hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable legal fees and disbursements, that may be imposed upon or incurred by Escrow Agent in connection with the acceptance or performance of its duties hereunder, including without limitation, any litigation arising out of this Letter Agreement.

Owner and Middleburg further agree to execute such additional documents, before or after Middleburg has acquired the Middleburg Property, as may be reasonably required to carry out the intent of this Letter Agreement (including by executing any new signature page to the Easement if required to properly record the Easement upon Middleburg acquiring the Middleburg Property). This Letter Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A counterpart delivered by facsimile or email and separately from other signatures shall have the same force and effect as a manually signed original thereof. This Letter Agreement may be amended only with the written consent of all of the undersigned. This Letter Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of law principles.

[SIGNATURE PAGE TO FOLLOW]

MIDDLEBURG:

MIDDLEBURG REAL ESTATE PARTNERS, LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

OWNER:

LISKEY FARMS LLC,
a Virginia limited liability company

By: Bonnie S. Liskey

Name: Bonnie S. Liskey

Title: Mgr.

BARRY LISKEY:

Barry B Liskey
Barry Liskey, an individual

Joinder of Title Company:

The undersigned Title Company hereby joins in the execution of
this letter agreement in recognition of their obligations set forth
herein.

TERRA NOVA TITLE & SETTLEMENT SERVICES

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Easement Form

Prepared by:
Grossberg, Yochelson, Fox & Beyda, LLP
1200 New Hampshire Ave., NW, Suite 555
Washington, DC 20036

THIS DEED OF EASEMENT, exempt from recordation tax pursuant to Virginia Code Section 58.1-811.A.3, made this ____ day of _____, 202__, by and between **LISKEY FARMS, LLC**, a Virginia limited liability company (the Grantor), and the **COUNTY OF ROCKINGHAM, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the Grantee).

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the sealing and delivery of this deed, the Grantor hereby grants and conveys with General Warranty and English Covenants of Title, subject to easements, restrictions and reservations of record, unto the County of Rockingham, Virginia, Grantee, its successors and assigns, that easement or those easements pursuant to the terms and conditions set forth below, which easements shall be exclusive, perpetual and shall run with the land, and which easements affect a portion or portions of the property or properties of the Grantors located in Ashby District, Rockingham County, Virginia. A more specific description of the location of the easements granted herein is described on that certain survey titled [INSERT DESCRIPTION OF FINAL SURVEY] (the "Easement"), dated _____, a copy of the applicable plan sheet is attached to and made a part of this Deed (the "Plat").

The Easement hereby granted affects that real estate acquired by the Grantor, by a deed dated _____, from _____, which deed is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book _____, Page _____ (the "Property").

The Easement hereby granted is an Easement for the purpose of installing, constructing, increasing or decreasing the size, operating, maintaining, adding to, or altering present or future sewer lines, including, but not limited to sewer improvements and facilities as deemed necessary by

the County through and across the Property, such Easement being more particularly bounded and described on the Plat.

The above-described utility Easement is subject to the following conditions:

1. All utilities installed in the Easement shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of said Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the rights granted in the Easement including the right to access to and from the Easement; the Grantor agrees that the County or its agents can use existing gates or entrances for the most direct access to the easements, for inspection or repairs.

3. The County and its agents shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Easement conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of the utilities installed and their appurtenant facilities; provided, however that the County at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of such utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the Easement, and the replacement of structures and other facilities located outside the Easement, but shall not include the replacement of structures, trees, and other facilities located within the Easement.

4. The Grantor reserves the right to make use of the Easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said Easement by the County for the purposes named; provided, however, that the Grantor shall comply with all applicable ordinances and regulations. The Grantor shall not erect permanent building or structures within the Easement except for pavement or fencing, or structure which can be readily moved.

The Grantor further grants to the Grantee the following:

1. The right of ingress and egress from the permanent Easement for purposes of construction, installation, maintenance, inspection, repair or operation over and across other lands of

the Grantor by means of existing roads or lanes or, if there are none, by such route or routes as shall cause the least practicable damage and inconvenience to the Grantor.

2. A temporary Easement for construction, maintenance, and repair purposes over the land immediately adjacent to the permanent Easement, provided that this temporary easement shall cease upon completion of construction, maintenance or repair.

3. The right from time to time to cut down and clear away trees, undergrowth and other obstacles on or along the permanent Easement.

4. The right to mark the location of the permanent Easement by suitable marker set in the ground, provided that the marker shall be placed at locations which will not interfere with any reasonable use of the land beneath the Easement by the Grantor.

The Grantee, by acceptance of this instrument, agrees as follows:

1. It will repair any damage caused to the Grantor's property by virtue of the construction, maintenance or repair of its facilities on or in the Easement and will otherwise restore the Grantor's property used in connection with its facilities including any roadway permitted in paragraph 2 immediately below, to substantially the same condition as it was prior to the installation, maintenance or repair of such facilities, insofar as practicable. "Damage" as used in this paragraph shall not be construed to mean the destruction or removal of any structure, fixture or facility that imposes or encroaches on the Easement and rights granted in the deed.

2. The Grantor may use the land over which the permanent Easement is granted for purposes which will not interfere with the Grantee's quiet enjoyment of the rights hereby granted; provided that there shall not be erected or constructed thereon any building, structure, or obstruction, and the Grantor shall not substantially add to the ground cover over any underground facilities, except that the Grantor may construct roadway improvements atop the permanent Easement.

3. To the extent permitted by law, the Grantee shall indemnify the Grantor against any wrongful or negligent act or omission of the Grantee, or of its agents or employees in the course of their employment or activities, with respect to matters in the scope of this Easement.

Pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended, the interest in real estate conveyed by this deed is accepted on behalf of Rockingham County, Virginia by the County Administrator, as authorized.

[Signature Page Follows]

WITNESS the following signatures and seals.

LISKEY FARMS, LLC,
a Virginia limited liability company

By: Bonnie S. Liskey
Name: Bonnie S. Liskey
Its: Manager

STATE OF VIRGINIA
CITY/COUNTY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
18th day of October, 2023, by Bonnie Liskey, in his/her capacity as
Manager of LISKEY FARMS, LLC, a Virginia limited liability company.

My commission expires: 1/31/2025.
My Registration number is: 7910118.



Andrew Bolton
Notary Public

Stephen G. King, County Administrator of
Rockingham County, Virginia

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

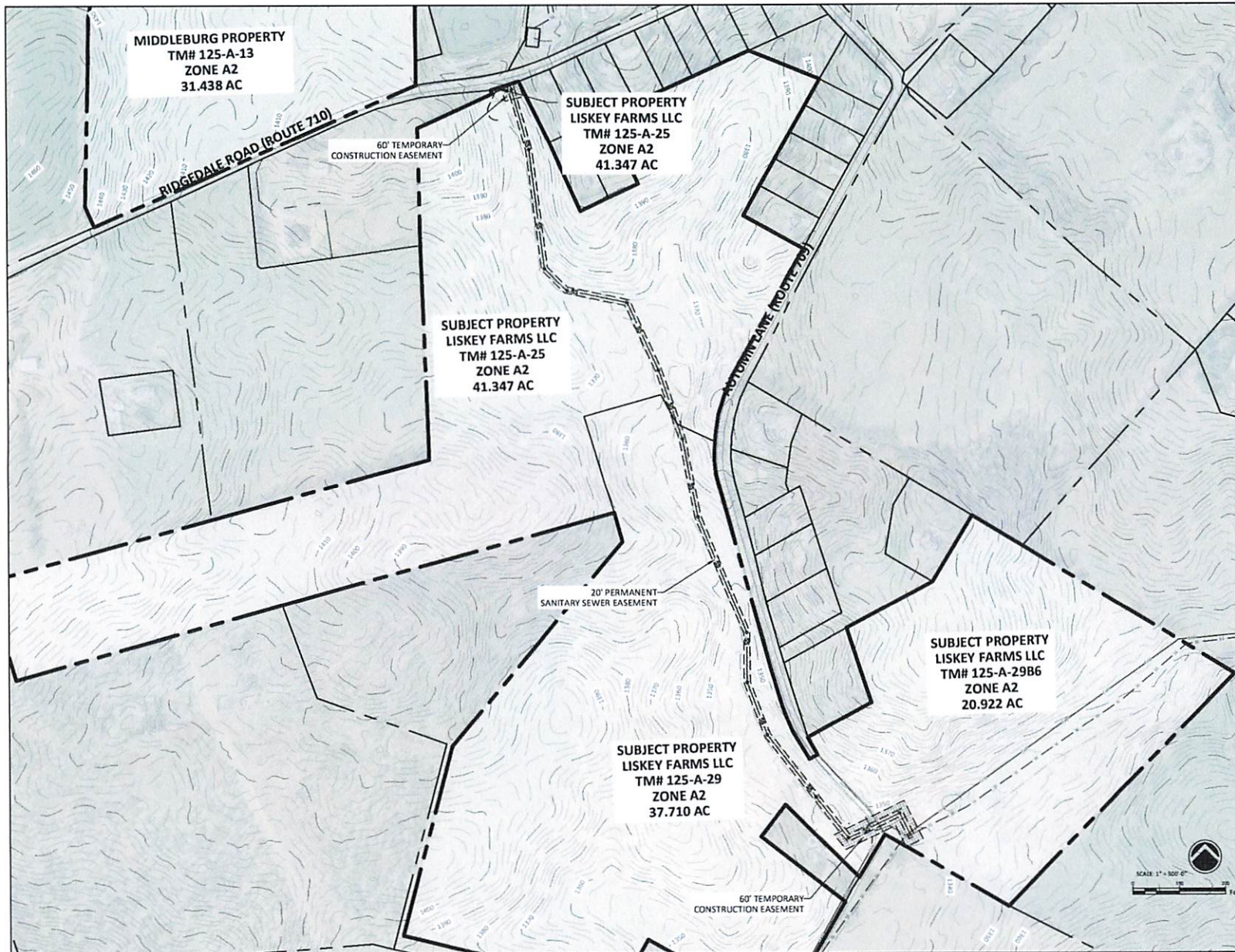
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
_____ day of _____, by Stephen G. King, who is the Administrator of Rockingham
County, Virginia.

My commission expires: _____.
My Registration number is: _____.

Notary Public

EXHIBIT "B"

Easement Area



**MIDDLEBURG-LISKEY
SANITARY SEWER EASEMENT**
ROCKINGHAM COUNTY, VIRGINIA

Revisions:	Description	Date

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

EXHIBIT B

Project number:	September 7, 2023
Drawn by:	OSP/SON
Checked by:	SON

EXHIBIT "C"

Memorandum of Letter Agreement

Prepared Outside of the Commonwealth of Virginia

After recording, please return to:

Karl R. Gruss, Esq.

Grossberg, Yochelson, Fox & Beyda LLP

1200 New Hampshire Avenue, NW, Suite 555

Washington, DC 20036

MEMORANDUM OF LETTER AGREEMENT REGARDING SEWER EASEMENT

This Memorandum of Letter Agreement (this “Memorandum”) is made as of the ____ day of October, 2023, by **LISKEY FARMS, LLC**, a Virginia limited liability company (“Liskey”), having an address of c/o Bonnie S. Liskey, 2308 Autumn Lane, Harrisonburg, Virginia 22801.

Liskey is the owner of certain lands located in Rockingham County, Virginia identified as Rockingham County Tax Map Numbers 125-A-26A1, 125-A-25, 125-A-29 and 125-A-29B6A (collectively, the “Subject Property”).

Liskey entered into that certain Letter Agreement Regarding Sewer Easement, dated October 17, 2023 (the “Letter Agreement”), whereby Liskey agreed to enter into a temporary construction and permanent sanitary sewer easement (collectively, the “Easements”) for the benefit of Rockingham County Public Works Department or other municipal authority (the “County”) for the purpose of the construction, installation and maintenance of a new gravity sewer serving that certain real property containing approximately 31.438 acres identified as Rockingham County Tax Map Number 125-A-L13 (the “Benefited Property”) upon the purchase and sale of the Benefited Property as contemplated under the terms and conditions set forth in the Letter Agreement.

The Letter Agreement may be terminated only in the event that the Easements are not required to serve the Benefited Property as contemplated in the Letter Agreement and with the written consent of all parties to the Letter Agreement.

This Memorandum hereby incorporates all terms and provisions of the Letter Agreement as though fully set forth herein.

This Memorandum is solely for recording purposes and shall not be construed to in any way alter, modify, amend, or supplement the Letter Agreement or any term or condition thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date set forth herein above.

LISKEY:

LISKEY FARMS, LLC,
a Virginia limited liability company

By: Bonnie S. Liskey
Name: Bonnie S. Liskey
Title: Mgr.

COUNTY OF Rockingham)
) ss:
STATE OF Virginia)

The foregoing instrument was acknowledged before me this 18th day of October, 2023, by Bonnie S. Liskey, the manager of LISKEY FARMS, LLC, a Virginia limited liability company, on behalf of said entity.

WITNESS my hand and Notarial Seal.



Andrew B. Bolton
Notary Public
Andrew B. Bolton
Notary's Printed Name

My Commission expires: 1/31/2025
Registration Number: 7910118

EXHIBIT "D"

Liskey Farm Agreement Form

LISKEY FARM AGREEMENT

October 18, 2023, by and between [ENTITY TO BE FORMED BY MIDDLEBURG TO ACQUIRE PROPERTY], a Virginia limited liability company ("MREP") and Barry Liskey, an individual ("Liskey"). MREP and Liskey are collectively referred to herein as the "Parties."

WHEREAS, MREP has acquired certain real property containing approximately 31.438 acres designated by Rockingham County as Tax Map # 125-A-L13 (the "MREP Property"), which MREP Property lies adjacent to certain lands designated by Rockingham County as Tax Map #s 125-A-26A1, 125-A-25, 125-A-29 and 125-A-29B6A (the "Liskey Property") occupied and used by Liskey as a cattle ranch.

WHEREAS, Liskey and the fee owner of the Liskey Property have agreed to grant a sewer easement (the "Sewer Easement") for the construction and operation of a new gravity sewer line through a portion of the Liskey Property in favor of Rockingham County Public Works Department or other municipal authority (the "County"), and in connection with the granting of the Sewer Easement, MREP has agreed to perform certain work on the Liskey Property or otherwise compensate Liskey as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are hereby incorporated into and made a part of this Agreement the same as if fully set forth as substantive covenants and agreements hereof.

2. **Cattle Fencing.** At such time as MREP determines the means and methods for construction of the new gravity sewer line contemplated by the Sewer Easement, MREP and Liskey shall reasonably cooperate to establish a plan to provide additional fencing to secure the cattle located on the Liskey Property. The fencing shall consist of an American standard field fence with posts set eight (8) feet apart with a single strand of barbed wire at the top, an example of which fence is depicted on **Exhibit A** attached hereto, and shall be designed to secure the cattle in the same or equivalent manner as the cattle are presently secured while taking into account the work to be performed in connection with the Sewer Easement.

3. **Cattle Waterers.** Prior to MREP fencing off any portion of the Liskey Property in connection with the Sewer Easement, MREP and Liskey shall reasonably cooperate to establish a plan to provide the cattle located on the Liskey Property reasonable access to water. Such access shall be reasonably equivalent to that available prior to the construction of the new gravity sewer line (and to the extent access to water is not unreasonably impeded, then there shall be no obligations imposed on MREP under this Section 3). Liskey reasonably anticipates

that three (3) solar-powered cattle waterers (the “Cattle Waterers”) will be sufficient to provide the required water access. An example of a Cattle Waterer is depicted on Exhibit B attached hereto. MREP will purchase and oversee the installation of the Cattle Waterers (to the extent required) and Liskey shall be available for phone consultation during the install.

4. **Stream Crossing.** In connection with construction of the new gravity sewer line, to the extent any of MREP’s or its contractors’ construction vehicles are required to cross any portion of the stream lying adjacent to the Sewer Easement, the Parties shall reasonably cooperate to establish a plan to provide (i) a stabilized means of crossing the stream during construction in a location reasonably acceptable to Liskey and (ii) a 16’-wide gate at each side of the stream crossing to the extent required as reasonably determined by Liskey. The Parties will work with Rockingham County in connection with any permits or other approvals required in connection with any such crossing and gates. The crossing shall be designed and constructed to minimize any disruption to the flow of the stream, and the design and construction of the crossing and gates shall be performed at MREP’s sole cost and expense.

5. **Excess Dirt.** To the extent any excess dirt remains after construction of the new gravity sewer line, MREP shall either, at MREP’s sole cost and expense, (i) relocate such excess dirt to a location on the Liskey Property reasonably acceptable to Liskey and the fee owner of the Liskey Property if Liskey desires to retain such excess dirt or (ii) remove such excess dirt from the Liskey Property if Liskey requests removal thereof. Liskey shall make such determination promptly following the time when the excess dirt is ready to be relocated or removed.

6. **Indemnification for Cattle Escape.** In the event any of Liskey’s cattle escape the Liskey Property during the construction of the new gravity sewer line due to the negligence of MREP, the County, or any of their respective contractors, MREP shall (i) indemnify, defend and hold harmless Liskey from and against any and all losses, costs, expenses, claims, damages, judgments, or fines, if any, that arise from such escape and (ii) reimburse Liskey for any cattle lost by reason of such escape. This indemnification obligation shall terminate upon completion of construction of the new gravity sewer line and removal of all equipment associated with such construction from the Liskey Property. To the extent any warranty work is required on the new gravity sewer line within the first six (6) months following the completion of construction, MREP’s indemnification obligation hereunder shall be reinstated as to the warranty work from the date upon which the warranty work commences until the date it is completed.

7. **Enforcement of Agreement.** The Parties agree that if either MREP or Liskey fail to comply with the terms of this Agreement, the party in compliance shall have all rights at law and in equity to enforce the terms of this Agreement, including, but not limited to, the right to enforce this Agreement via specific performance.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. **Attorneys' Fees and Costs.** If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. **Counterparts/Electronic Execution.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures executed and delivered electronically (e.g. via .PDF file) shall be deemed to be the equivalent of original signatures for purposes of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed, sealed and attested the day and year first above mentioned.

WITNESS/ATTEST:

MREP:

[ENTITY TO BE FORMED BY MIDDLEBURG]
a Virginia limited liability company

By: _____
Name: _____
Title: _____



LISKEY:

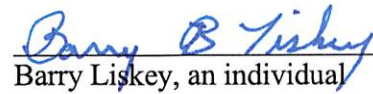

Barry Liskey, an individual

EXHIBIT A

Example of American standard field fence



EXHIBIT B

Example of Cattle Waterer

