

08-1207-1

THIS RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT made and entered into this 29th day of August, 2008 by and between JUDITH COLEMAN RICHARDS HOPE, Trustee of the Judith Coleman Richards Hope Revocable Trust, ("Hope"), Grantor and Grantee; CHARLES M. SETTLE, Jr., married, ("Chuck Settle") Grantor and Grantee; CARROLL SNEAD SETTLE and MARY ANN LEAKE, ("Settle-Leake"), Grantors and Grantees, and CHARLES M. SETTLE, Jr. and LINDA CAROL SETTLE, husband and wife, ("Chuck and Linda Settle"), Grantors and Grantees; and KYLE DAVIS SETTLE, Additional Grantor;

WITNESSETH

WHEREAS Hope is the owner of a certain tract or parcel of land (Tax Map Parcel 21-33) in Wakefield Magisterial District, Rappahannock County, Virginia, described as containing 75 acres, more or less, being a tract of 76.7857 acres shown on a plat of survey prepared by Aaron Mountain Surveys, dated September 10, 1999 and attached to Instrument recorded as Instrument Number 99-1948 in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, less and except therefrom a certain tract or parcel of land containing 1.7857 acres shown on a plat of survey prepared by John Baumgardner, P.C., dated October 26, 1999 and attached to Instrument Number 99-1948 in the aforesaid Circuit Court Clerk's Office, and being the same property conveyed to Hope by deed from Jean P. Bradford and Elizabeth Bradford, dated November 8, 1999 and recorded as Instrument Number 99-1948 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS Chuck Settle is the owner of certain tract or parcel of land (Tax Map Parcel 21-32) adjoining the above described property of Hope, containing 12.8094 acres, more or less, being described as Parcel 1 containing 14.9893 acres as shown on a plat of survey prepared by Clark Land Surveying dated December 17, 2003, recertified correct December 2, 2004 and recorded as Instrument Number 04-2395 in the aforesaid Circuit Court Clerk's Office, less and except therefrom a certain tract or parcel of land

Return to:
Baumgardner - Brown
P.O. Box 270
Washington, VA 22747
Supplement By:

containing 2.1799 acres shown on a plat of survey prepared by Clark Land Surveying dated January 18, 2005 and attached to instrument recorded as Instrument Number 05-321 in the aforesaid Circuit Court Clerk's Office, being the residue of the property conveyed to Settle by deed of gift from Reba A. Settle and Charles M. Settle, dated July 6, 1993 and recorded in Deed Book 199, page 387 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS Settle-Leake are the owners of a certain tract or parcel of land (**Tax Map Parcel 21-32A**) adjoining the above described property of Settle, described as **Parcel 2** containing **1.0060 acres**, more or less, as shown on a plat of survey by Clark Land Surveying, dated December 17, 2003, recertified December 2, 2004 and attached to instrument recorded as Instrument Number 04-2395 in the aforesaid Circuit Court Clerk's Office, being the same property conveyed to Settle-Leake by deed from Charles M. Settle, Jr. dated December 7, 2005 and recorded as Instrument Number 05-1689 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS Chuck and Linda Settle are the owners of a certain tract or parcel of land adjoining the above described property of Chuck Settle and Settle-Leake (**Tax Map Number 21-32B**) described as containing **2.1799 acres**, more or less, as shown on a plat of survey prepared by Clark Land Surveying dated January 18, 2005 attached to instrument recorded as Instrument Number 05-321 in the aforesaid Circuit Court Clerk's Office, being the same property conveyed to Chuck and Linda Settle by deed from Charles M. Settle, Jr. and Linda Carol Settle, Custodians for Kyle Davis Settle under the Virginia Uniform Transfers to Minors Act (21) dated March 6, 2008 and recorded as Instrument Number 08-328 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS the above described properties are served by an existing outlet road known and designated as Gray Fox Lane and a fifteen foot (15') wide right of way for ingress and egress to and from U. S. Highway Route 211 (Lee Highway), which outlet

road and right of way is shown, in part, upon that certain plat of survey prepared by Aaron Mountain Surveys, dated September 10, 1999 attached to instrument recorded as Instrument Number 99-1948, upon the plat of survey prepared by Clark Land Surveying, dated December 7, 2003, recertified correct December 2, 2004 and recorded as Instrument Number 04-2395 and upon the plat of survey prepared by Clark Land Surveying, dated January 18, 2005 and attached to instrument recorded as Instrument Number 05-321 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS Hope, Chuck Settle, Settle-Leake and Chuck and Linda Settle desire to better define the rights and responsibilities of the owners of each of the parcels now or in the future having the right to use said outlet road and right of way with respect to the shared maintenance of such right of way.

THEREFORE, in consideration of the foregoing, and the mutual benefits to accrue to the parties hereto, the parties hereto do hereby agree as follows:

Hope, Chuck Settle, Settle-Leake and Chuck and Linda Settle agree, as the owners of their respective parcels hereinabove described, that they and their heirs, successors and/or assigns in title shall each be responsible for one-fourth (1/4) of the cost of maintaining or repairing the existing outlet road and right of way above described to include the cost of gravel, grading, and any other normal repair and maintenance to said roadway. To such end, the owners of the parcels served by said outlet road and right of way will, whenever possible, perform such maintenance and repair work. The final determination of what repair or maintenance, if any, needs to be done shall be decided by majority vote, with the owner(s) (whether one or more than one) of each parcel subject to this agreement being entitled to one vote (i.e.- one parcel, one vote).

The parties hereto agree, for themselves and their respective heirs, successors and/or assigns, that they shall not overburden the use of such roadway in such a manner as to cause any physical damage to it. Furthermore, said parties agree that

should any owner overburden the use of such roadway by reason of overweight trucks, construction equipment, or any other usage, including agricultural use, such party causing the overburden shall be solely responsible to repair the same as quickly as possible so as to return the roadway to its condition prior to the overburden, so as to permit the roadway's return to free and uninterrupted flow of traffic.

Each property owner's share shall be determined by dividing the cost of maintenance or repair of the existing outlet road and right of way from Virginia Route 211 or any portion thereof, equally among the properties owned by the undersigned landowners and which use that portion of the roadway. In the event of a future sale or subdivision of any of the above described parcels, any new parcel owner shall be responsible for a share of such maintenance and repair costs, prorated based upon the new number of parcels using the outlet road and right of way.

The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

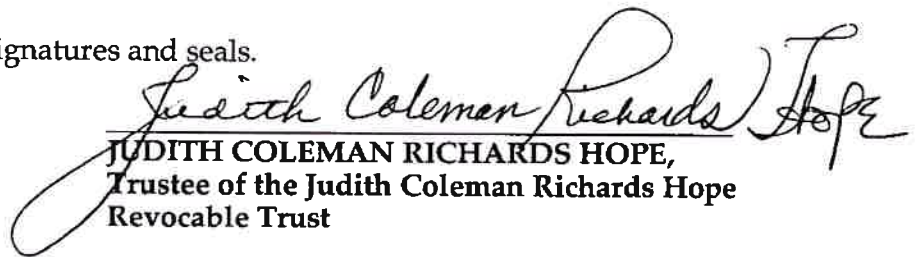
There shall be no obligation on the undersigned to upgrade the road to a superior condition than exists on the date hereof except upon the unanimous agreement of the owners of parcels obligated hereunder to maintain the road.

The undersigned landowners acknowledge and agree that a property owner's share of the maintenance and/or repair costs hereunder shall be due within thirty (30) days of the date it is assessed. If legal proceedings are brought to collect any such share or to enforce this agreement, the defaulting party shall also be responsible for attorney's fees and court costs, and the outstanding sum shall be subject to interest at the legal rate.

The agreement made hereby shall be a covenant running with the lands, so as to apply to all present and future owners of the properties described above. Any successor in interest to the parties to this agreement shall become a party to this agreement and shall be bound by the terms thereof.

Kyle Davis Settle, Additional Grantor, joins in this Agreement for the sole purposes of evidencing his consent to the above described transfer of the property to Chuck and Linda Settle and that such property be bound by the terms and conditions of this agreement.

WITNESS the following signatures and seals.


JUDITH COLEMAN RICHARDS HOPE,
Trustee of the Judith Coleman Richards Hope
Revocable Trust

STATE OF Virginia
CITY/COUNTY OF Stafford

The foregoing instrument was acknowledged before me, a notary public for the state and city/county aforesaid, by JUDITH COLEMAN RICHARDS HOPE, Trustee of the Judith Coleman Richards Hope Revocable Trust this 19th day of August 2008.


Notary Public

(SEAL)

My commission expires: December 31, 2010
My notary registration number: 7071292



Charles M. Settle, Jr.
CHARLES M. SETTLE, Jr.

STATE OF Virginia
CITY/COUNTY OF Rappahannock

The foregoing instrument was acknowledged before me, a notary public for the state and city / county aforesaid, by **Charles M. Settle, Jr.** this 28th day of August, 2008.

Laura A. Day
Notary Public

(SEAL)



My commission expires: December 31, 2010
My notary registration number: 7071292

Linda Carol Settle
LINDA CAROL SETTLE

STATE OF Virginia
CITY/COUNTY OF Rappahannock

The foregoing instrument was acknowledged before me, a notary public for the state and city / county aforesaid, by **Linda Carol Settle** this 28th day of August, 2008.

Laura A. Day
Notary Public

(SEAL)

My commission expires: December 31, 2010.
My notary registration number: 7071292



Carroll Snead Settle
CARROLL SNEAD SETTLE

STATE OF Virginia

CITY/COUNTY OF Rappahannock

The foregoing instrument was acknowledged before me, a notary public for the state and city/county aforesaid, by **Carroll Snead Settle** this 28th day of August 2007.

Laura A. Day
Notary Public

(SEAL)

My commission expires: December 31, 2010.

My notary registration number: 7071292



Mary Ann Leake
MARY ANN LEAKE

STATE OF Virginia

CITY/COUNTY OF Rappahannock

The foregoing instrument was acknowledged before me, a notary public for the state and city/county aforesaid, by **Mary Ann Leake** this 28th day of August 2008.

Laura A. Day
Notary Public

(SEAL)

My commission expires: December 31, 2010.

My notary registration number: 7071292



08-1207-8

Kyle Davis Settle
KYLE DAVIS SETTLE

STATE OF Virginia
CITY/COUNTY OF Rappahannock

The foregoing instrument was acknowledged before me, a notary public for the state and city/county aforesaid, by Kyle Davis Settle this 29th day of August, 2008.

Laura A. Day
Notary Public

(SEAL)

My commission expires: December 31, 2010.
My notary registration number: 7071292



INSTRUMENT #080001207
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
SEPTEMBER 2, 2008 AT 02:25PM

DIANE BRUCE, CLERK
RECORDED BY: DB

04-2396-1

THIS DEED OF CONFIRMATION OF EASEMENT made and entered into this 10th day of December, 2004, by and between **JUDITH COLEMAN RICHARDS HOPE, TRUSTEE** of the Judith Coleman Richards Hope Revocable Trust, As Amended, Dated June 9, 1985, party of the first part, GRANTOR; and **CHARLES M. SETTLE, JR.**, also known of record as CHUCKY SETTLE, party of the second part, GRANTEE;

WITNESSETH:

WHEREAS, the party of the first part is the owner of a certain tract or parcel of land (**Tax Map parcel 21-33**) located in Hampton Magisterial District, Rappahannock County, Virginia and described as containing 75.0000 acres, ~~more or less~~, ^{absolute JCH} which property was acquired by the party of the first part by deed from Jean P. Bradford and Elizabeth Bradford dated November 8, 1999 and recorded November 17, 1999 as Instrument No. 99-1948 in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia; and

WHEREAS, the party of the second part is the owner of two certain tracts or parcels of land (**Tax Map parcels 21-32 and 32A**) located in Hampton Magisterial District, Rappahannock County, Virginia and described as Parcel 1 containing 14.9893 acres and Parcel 2 containing 1.0060 acres, more or less, as the same are shown on a plat of survey by Clark Land Surveying dated December 17, 2003, recertified December 2, 2004 and recorded immediately prior hereto, and which property is comprised of the property acquired by Charles M. Settle, Jr. by deed of gift from Reba A. Settle and Charles M. Settle (subject to the life estates reserved therein) dated July 6, 1993 and recorded July 9, 1993 in Deed Book 199, page 387, and by deed from Jean P. Bradford and Elizabeth Bradford dated November 8, 1999 and recorded November 17, 1999 as Instrument No. 99-1947 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS, the said Reba A. Settle died October 26, 2000 and the said Charles M. Settle died September 2, 2004, thereby extinguishing their joint life estates in the property of the party of the second part; and

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Ret to J. Settle

04-2396-2

WHEREAS, a portion of the property of the party of the second part is served by a right of way and easement, fifteen feet (15') in width, crossing the aforesaid parcel of 75.0000 acres owned by the party of the first part, which right of way and easement is more particularly shown on a plat and survey by S. M. Boyd, Jr., C.L.S., dated March 26, 1959 and recorded in Deed Book 70, page 56 and which right of way and easement is set forth and described in a deed recorded in Deed Book 67, page 38 in the aforesaid Circuit Court Clerk's Office; and

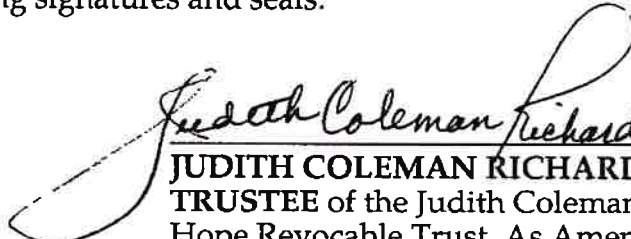
WHEREAS, a question has recently arisen as to the right of the party of the second part to use the said right of way and easement for access to the entirety of his property above described, and the party of the first part desires to memorialize of record the right of the party of the second part to use the aforesaid right of way and easement for the purpose of ingress and egress to and from Parcel 1 and Parcel 2 now owned by the party of the second part.

NOW, THEREFORE, THIS DEED OF CONFIRMATION OF EASEMENT FURTHER WITNESSETH: that for and in consideration of the premises, and the sum of Ten Dollars (\$10.00) cash in hand paid Grantor by Grantee, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, confirm and convey unto the Grantee, his heirs, successors and assigns, the right to use the 15' wide right of way and easement as above described, for the purpose of ingress and egress to and from the above described Parcel 1 and Parcel 2 as the same are shown on the plat of survey by Clark Land Surveying dated December 17, 2003, recertified December 2, 2004 and recorded immediately prior hereto, owned by the party of the second part and acquired by him as set forth herein.

Grantor hereby agrees that the right of way and easement set forth in this deed of confirmation of easement shall be a covenant running with the lands of the party of the first part and the party of the second part, and shall be binding upon the party of the first part, her heirs, successors and assigns.

04-2396-3

WITNESS the following signatures and seals.

 **JUDITH COLEMAN RICHARDS HOPE**,
TRUSTEE of the Judith Coleman Richards
Hope Revocable Trust, As Amended, Dated
June 9, 1985

STATE OF DISTRICT of COLUMBIA

CITY/COUNTY OF _____, ss;

I, L. ANN JONES, a Notary Public in and for the
City/County and State aforesaid, hereby certify that **Judith Coleman Richards Hope**,
whose name as Trustee of the Judith Coleman Richards Hope Revocable Trust, As
Amended, Dated June 9, 1985 is signed to the foregoing writing, has this day
acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 10TH day of December, 2004.


Notary Public

My commission expires: 09-30-2008

L. Ann Jones
Notary Public, District of Columbia
My Commission Expires 09-30-2008

INSTRUMENT #040002396
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
DECEMBER 13, 2004 AT 02:35PM
DIANE BRUCE, CLERK

RECORDED BY: MRR

