

THIS MUTUAL EASEMENT AND ROAD MAINTENANCE AGREEMENT, made this _____ day of June, 2011, by and between **JULIA C. CLORE**, **Executor of the Estate of JEAN C. DUSCH**, deceased, Grantor and Grantee, whose address is 4364 Lillards Ford Road, Brightwood, VA 22715, **PEGGY F. FRYE** and **TIMOTHY M. MAHER**, wife and husband, Grantors and Grantees, whose address is 490 Cook Mountain Drive, Brightwood, VA 22715, **ANTHONY M. CLATTERBUCK** and **LINDA G. CLATTERBUCK**, husband and wife, Grantors and Grantees, whose address is 2033 Meander Run Road, Locust Dale, VA 22948, **RICKEY A. JENKINS** and **THELMA M. JENKINS**, husband and wife, Grantors and Grantees, whose address is 37 Sherwood Dr., Madison, VA 22727, **FRANCES ANN CREBBS**, Grantor and Grantee, whose address is 1228 Belleview Avenue, Charlottesville, VA 22901, and John S. **DAY** and Teresa **HARRIS**, Trustees, of Fauquier County, Virginia for Farm Credit of the Virginias, ACA, lender, party of the third part, Grantor for the purpose of indexing only.

WHEREAS, Julia C. Clore, Executor of the Estate of Jean C. Dusch, deceased, has authority as Executor of said Estate to sell or encumber a certain parcel of real property described as Tax Map #33-35 located in the County of Madison, Virginia with improvements thereon and appurtenances thereto, further described in the Deed recorded in the Clerk's Office of the Circuit Court of Madison County, Virginia in Deed Book 76, page 276; and

WHEREAS, Peggy F. Frye and Timothy M. Maher, wife and husband, are the owners of certain real property described as Tax Map #33-24 located in the County of Madison, Virginia with improvements thereon and appurtenances thereto, further described in the Deed recorded in the aforesaid Clerk's Office as Instrument No. 090000714; and

WHEREAS, Anthony M. Clatterbuck and Linda G. Clatterbuck, husband and wife, are the owners of certain real property described as Tax Map 33-33 located in the County of Madison, Virginia with improvements thereon and appurtenances thereto, further described in the Deed recorded in the aforesaid Clerk's Office as Instrument No. 070002774; and

WHEREAS, Rickey A. Jenkins and Thelma M. Jenkins, husband and wife, are the owners of certain real property described as Tax Map #33-35A located in the County of

Madison, Virginia with improvements thereon and appurtenances thereto, further described in the Deed recorded in the aforesaid Clerk's Office in Deed Book 180, Page 117; and

WHEREAS, Frances Ann Crebbs, is the owner of certain real property described as Tax Map #33-25 located in the County of Madison, Virginia with improvements thereon and appurtenances thereto, further described in the Deed recorded in the aforesaid Clerk's Office in Deed Book 261, Page 221; and

WHEREAS, all lots described herein are presently served by a joint use outlet road, which road has been in continuous use as access to the these lots since, at least, September 13, 1937, when the said outlet road was first described in a deed conveying two lots (which are now referred to herein as Tax Map No. 33-35 and 33-35A), to the State Board of Public Welfare, which deed is recorded in said Clerk's Office in Deed Book 55, Page 145; and

WHEREAS, David A. Lewis, L.S. has prepared a plat showing said outlet road as it leaves the end of State Maintenance for State Route 710 and crosses each of the lots described herein; and

WHEREAS, all the Grantors and Grantees named herein, their heirs, successors and assigns, for the mutual benefit of the owners of Tax Map #'s 33-35, 33-24, 33-33, 33-35A and 33-25; desire to convey an easement from and across each such lot out to State Route 710 and to establish certain liability for the repairs and maintenance of the joint use outlet road hereinafter set forth and to declare that said Tax Map Numbers shall be held, transferred, sold, conveyed, and occupied subject to the obligations imposed by this agreement and all valid amendments hereto, said obligations to run with the land.

NOW, THEREFORE, in consideration of the premises, Julia C. Clore, Executor of the Estate of Jean C. Dusch, deceased, Peggy F. Frye and Timothy M. Maher, wife and husband, Anthony M. Clatterbuck and Linda G. Clatterbuck, husband and wife, Rickey A. Jenkins and Thelma M. Jenkins, husband and wife, Frances Ann Crebbs, do hereby **GRANT** and **CONVEY** unto each of the other Grantees, their successors and assigns, a non-exclusive perpetual easement of right-of-way for pedestrian and vehicular ingress and egress and for the installation of underground utilities across their respective property described above, which easement is more fully described as "Twenty-Five Foot Easement" on a plat of survey by David A. Lewis, C.L.S., dated May 15, 2011, a copy of which is attached hereto and recorded as a part hereof;

AND, in further consideration of the premises and the mutual covenants contained herein, the parties hereby declare and covenant as follows:

(1) The owners of Tax Map Numbers 33-35 (Dusch), 33-33 (Clatterbuck), 33-35A (Jenkins) and 33-25 (Crebbs) shall pay the proportional share related to that lot, of the costs of repair and maintenance of said joint outlet road, including for removal of snow for snowfalls in excess of six inches, and for the clearing of debris from the joint outlet road. The owner of Tax Map Number 33-24 (Frye and Mayer) shall have no obligation to contribute to any costs of repair, maintenance or snow removal related to said outlet road. The owner of Tax Map 33-33 (Clatterbuck) and the owner of Tax Map 33-25 (Crebbs) shall have no obligation to contribute to any costs of repair, maintenance or snow removal related to said outlet road, unless and until a certificate of occupancy has been issued for a residence constructed on that lot and a permanent driveway has been established thereto.

(2) Repairs and/or maintenance will be performed when, after a meeting held annually, a majority of the owners of said lots shall so agree in writing, and pay into a fund their proportional share of estimated costs of said repairs and/or maintenance. The prorated cost share for each lot shall be calculated from the end of state maintenance of State Route 710 to the main driveway entrance that serves each lot. Commercial or heavier than residential use and/or damage to the road from such use shall be borne solely by the owner of the lot causing such damage.

(3) Repairs, maintenance, snow removal for snowfalls in excess of six inches, and debris removal shall be contracted for by the owners of said lots or by one such owner, if the parties so agree by separate writing to designate one owner for this purpose.

(4) None of the owners shall allow any person to park within the area designated as easement, and each owner hereby authorizes the other to arrange for the towing (at the expense of the owner of vehicle) of any vehicle violating this paragraph.

The party of the third part, pursuant to the direction of Farm Credit of the Virginias, ACA, "Noteholder" as evidence by Exhibit A, attached hereto, has joined in this easement and maintenance agreement for the sole purpose of evidencing his/her consent hereto, provided, however, nothing herein shall be deemed to subordinate the aforesaid deed of trust dated April 29, 2009, and recorded in said Clerk's Office as Instrument Number 090000715, to the easements conveyed herein.

WITNESS the following signatures and seals:

_____(SEAL)
Julia C. Clore, Executor of the
Estate of Jean C. Dusch, deceased

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ____ day of June, 2011, by Julia C. Clore, Executor of the Estate of Jean C. Dusch, deceased.

My commission expires: _____.

Notary Public

_____(SEAL)
Peggy F. Frye

_____(SEAL)
Timothy M. Maher

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ____ day of June, 2011, by Peggy F. Frye and Timothy M. Maher, wife and husband.

My commission expires: _____.

Notary Public

_____(SEAL)
Anthony M. Clatterbuck

_____(SEAL)
Linda G. Clatterbuck

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ___ day of June, 2011, by Anthony M. Clatterbuck and Linda G. Clatterbuck, husband and wife.

My commission expires: _____.

Notary Public

_____(SEAL)
Rickey A. Jenkins

_____(SEAL)
Thelma M. Jenkins

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ___ day of June, 2011, by Rickey A. Jenkins and Thelma M. Jenkins, husband and wife.

My commission expires: _____.

_____(SEAL)
Frances Ann Crebbs

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ____ day of June, 2011, by Frances Ann Crebbs.

My commission expires: _____.

Farm Credit of the Virginias, ACA, Lender

By: _____(SEAL)
Trustee

By: _____(SEAL)
Trustee

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

The foregoing deed was acknowledged before me the ____ day of June, 2011, by
_____ and _____, Trustees of Farm
Credit of the Virginias, ACA.

My commission expires: _____.

Notary Public