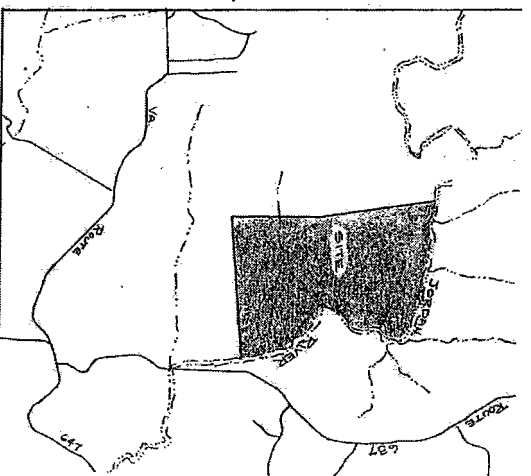
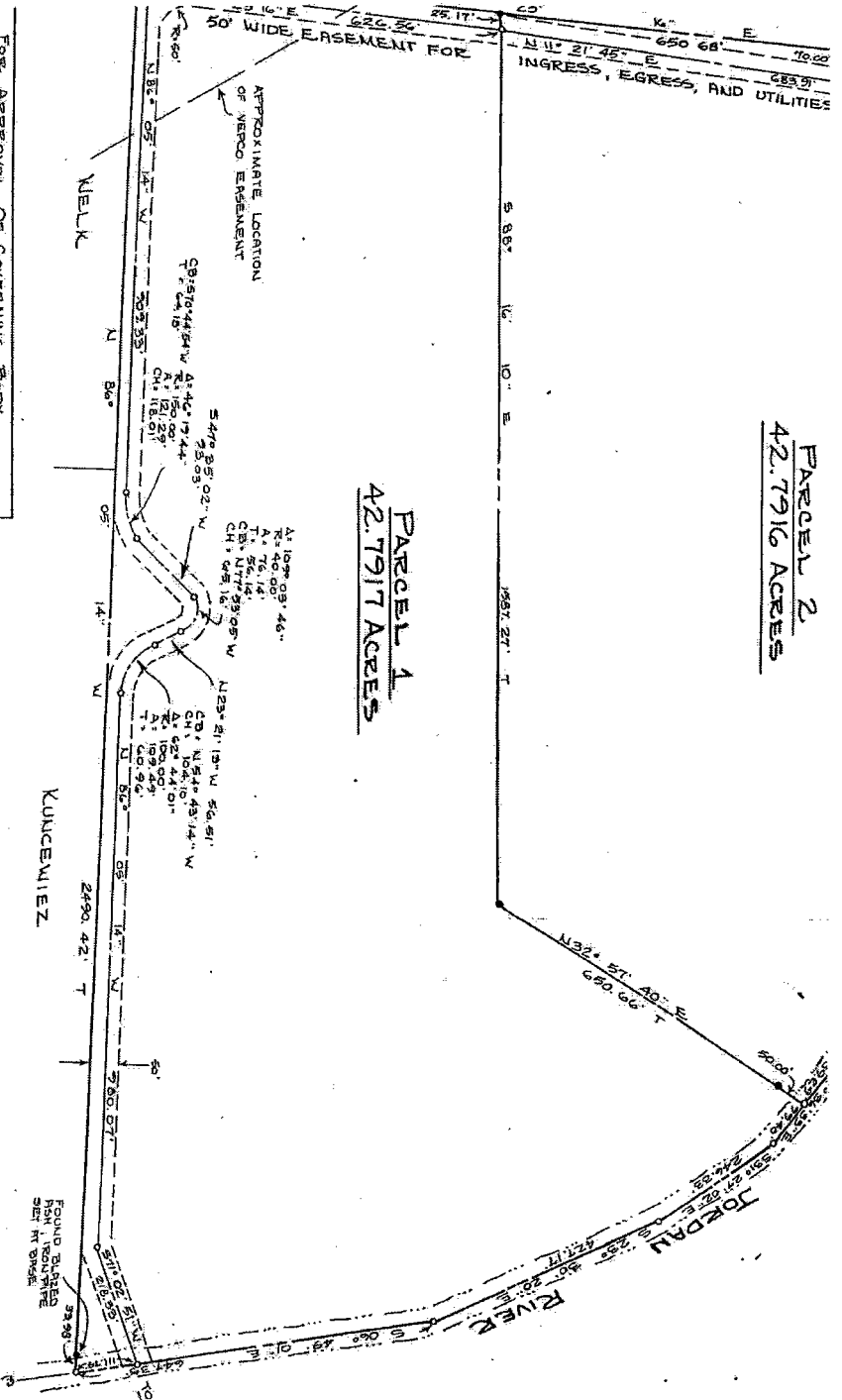


PARCEL 2
42.7916 ACRES

PARCEL 1
42.7917 ACRES



APPROVED

ZONING ADMINISTRATOR
RAPPAHANNOCK COUNTY, VA.
THIS LAMP MAY NOT BE
REPRODUCED

[Signature]
29 May 80

FOR APPROVAL OF GOVERNING BODY

SCALE: 1"=200'
PROJECT NO: 1660
SHEET 1 OF 1
DATE: DECEMBER 5, 1979
REVISED: JAN. 25, 1980

DIVISION OF
JORDAN JOINT VENTURE
WAKEFIELD DIST., RAPPAHANNOCK Co.,
VA.

V.H.D., INC.
SUVENORS
P.O. BOX 380
WATERENTON, VA. 22186

Document # 2484

OWNER'S CERTIFICATE:

THE SUBDIVISION OF THE LAND DESCRIBED IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES.
GIVEN UNDER MY HAND THIS ____ DAY OF ____

STATE OF VIRGINIA, COUNTY OF _____
I, _____ A NOTARY PUBLIC FOR
COUNTY OF _____ IN THE STATE
OF VIRGINIA DO CERTIFY THAT _____

WHOSE NAMES ARE SIGNED TO THE FOREGOING
STATEMENT OF CONSENT DATED ____ DAY OF ____
HAVE ACKNOWLEDGED THE SAME BEFORE ME
COUNTY, GIVEN UNDER MY HAND THIS ____
_____, 1979.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

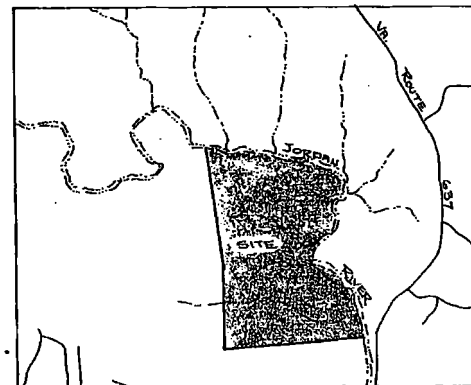
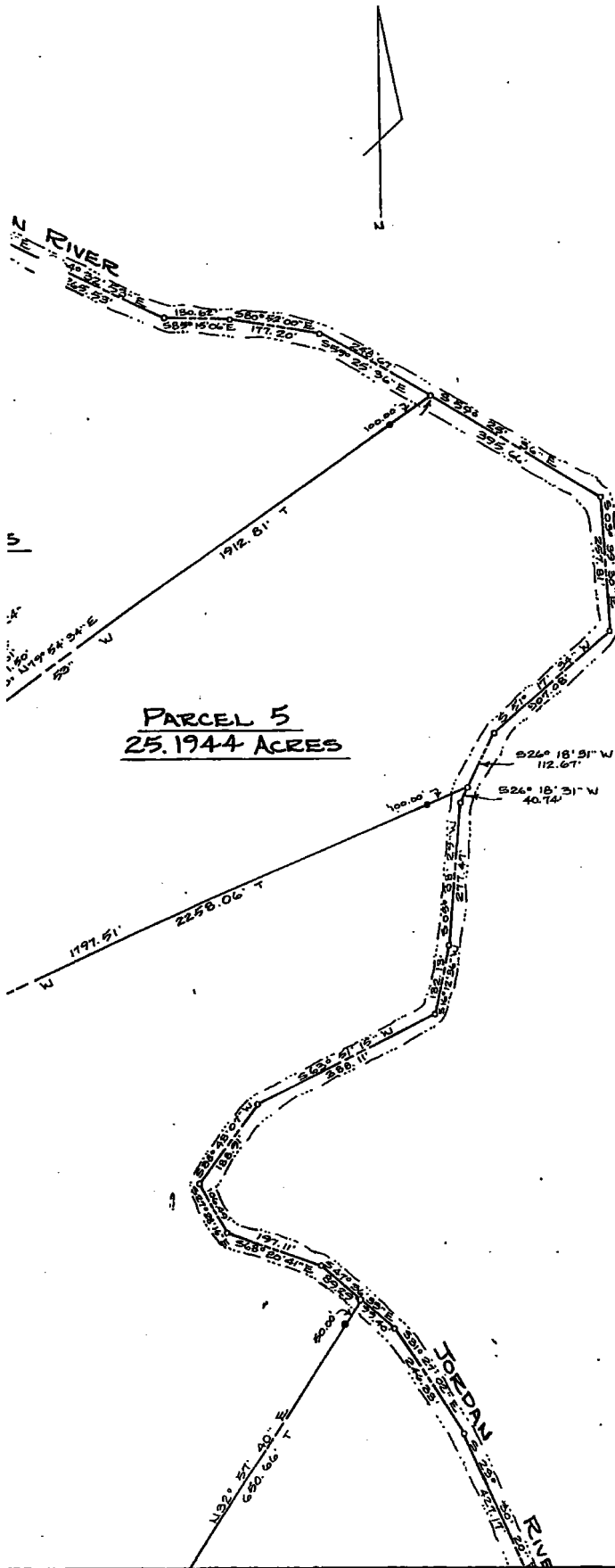
I, RICHARD H. VOGEL, VA.C.L.S., #859, DO
CERTIFY THAT THE LAND IN THIS SUBDIVISION IS
IN THE NAME OF JOEDON JOINT VENTURE L
VENTURE AND WAS ACQUIRED FROM MARY U.
IN DEED BOOK 103 PAGE 485-7 RECORDED
JUNE 2, 1972 AS FOUND IN THE LAND RECORDS
OF RAPPAHANNOCK COUNTY, VA.

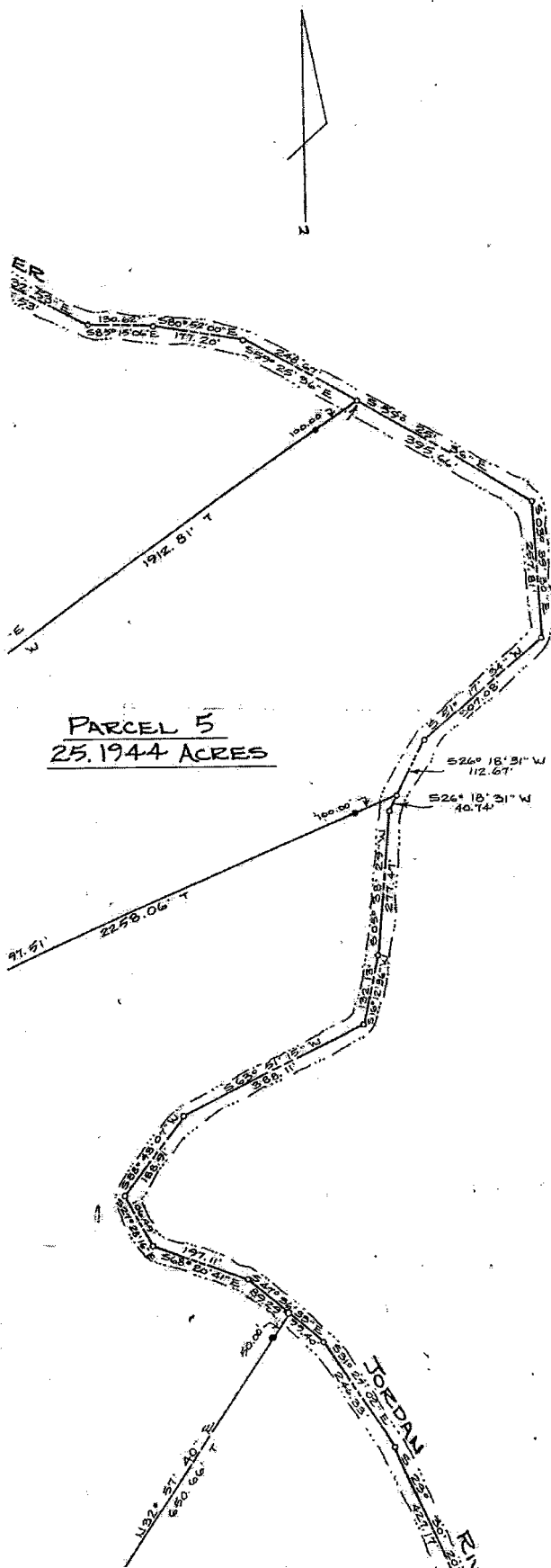
I FURTHER CERTIFY THAT THIS SUBDIVISION
WITHIN THE ABOVE MENTIONED TRACT, AND THE
COURSES AND DISTANCES ARE ACCURATELY
AND THAT SUFFICIENT PERMANENT CONTROLS
SET SO THAT EACH LOT MAY BE ACCURATELY
REPRODUCED ON THE GROUND.

Richard H. Vogel
RICHARD H. VOGEL, VA.C.

LEGEND

- DENOTES POINT WHERE NO PIP
- DENOTES IRON PIPE SET OR F
- T DENOTES TOTAL LENGTH OF LI





OWNER'S CERTIFICATE:

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES.
GIVEN UNDER MY HAND THIS ____ DAY OF ____ 1971

STATE OF VIRGINIA, COUNTY OF ____ TO WIT:
I, ____ A NOTARY PUBLIC FOR THE
COUNTY OF ____ IN THE STATE OF
VIRGINIA DO CERTIFY THAT

WHOSE NAMES ARE SIGNED TO THE FOREGOING
STATEMENT OF CONSENT DATED ____ DAY OF ____ 1971
HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY
COUNTY, GIVEN UNDER MY HAND THIS ____ DAY OF
____ 1971.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

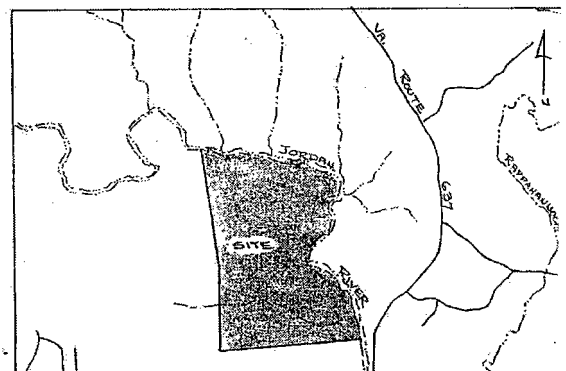
I, RICHARD H. VOGEL, VA.C.L.S., #859, DO HEREBY CERTIFY THAT THE LAND IN THIS SUBDIVISION IS NOW IN THE NAME OF JORDON JOINT VENTURE LAND VENTURE AND WAS ACQUIRED FROM MARY U. CLEVELL IN DEED BOOK 103 PAGE 485-7 RECORDED JUNE 2, 1972 AS FOUND IN THE LAND RECORDS OF RAPPAHANNOCK COUNTY, VA.

I FURTHER CERTIFY THAT THIS SUBDIVISION IS WHOLLY WITHIN THE ABOVE MENTIONED TRACT, AND THAT THE COURSES AND DISTANCES ARE ACCURATELY CALCULATE AND THAT SUFFICIENT PERMANENT CONTROLS HAVE BEEN SET SO THAT EACH LOT MAY BE ACCURATELY REPRODUCED ON THE GROUND.

Richard H. Vogel
RICHARD H. VOGEL, VA.C.L.S., #859

LEGEND

- DENOTES POINT WHERE NO PIPE IS SET
- DENOTES IRON PIPE SET OR FOUND
- T DENOTES TOTAL LENGTH OF LINE



01-077-1

THIS DEED, made and entered into this the 8th day of January, 2000, by and between PHILIP B. SILCOTT and MARJORIE P. SILCOTT, husband and wife, Grantors; and CHRISTOPHER KINDER CARR, Grantee, of 2950 Van Ness St, NW #824, Washington, D.C. 20008

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand and other valuable consideration, paid by the Grantee to the Grantors, at and before the sealing and delivery of this deed, the receipt of which is hereby acknowledged, the Grantors do by this deed bargain, sell, grant and convey, with General Warranty and English Covenants of Title, unto the said Christopher Kinder Carr, Grantee herein, the following described property located in Wakefield Magisterial District, Rappahannock County, Virginia, and more particularly described as follows:

See Schedule A attached

Reference is hereby made to the above deed and plat and other records of the Office of the Circuit Court Clerk of Rappahannock County, Virginia, for a more particular description of the property hereby conveyed.

SUBJECT to easements, conditions, covenants and any restrictions of record as the same may lawfully apply.

TO HAVE AND TO HOLD the above described parcel of land together with all rights, ways, privileges and improvements thereon and appurtenances thereunto belonging or in anywise appertaining unto the Grantee, in fee simple.

WITNESS the following signatures and seals:

Philip B. Silcott
Philip B. Silcott

Marjorie P. Silcott
Marjorie P. Silcott

MR. L. / PGS

Tax Map 14 Parcel 5

1/22/01
Return to
Ms. Brown

01-077-2

STATE OF Arizona

COUNTY OF Pima, to-wit:

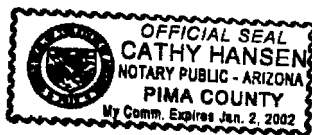
I, Cathy Hansen a Notary Public in and for the
State and County aforesaid, whose commission expires 1-2-2002

C# X Silcott, whose names are signed to the foregoing Deed, have acknowledged PBA
the same before me in my said jurisdiction.

GIVEN under my hand this 8th day of Jan., 2000. CA

Cathy Hansen
Notary Public

This Deed was prepared by
Sharon Genebach Luke
Attorney at Law
P. O. Box 6
Washington, VA 22747



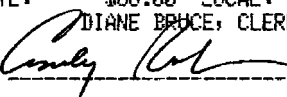
01-077-3

Schedule A

All that certain tract or parcel of land, lying and being situate in Wakefield Magisterial District, Rappahannock County, Virginia, described as Parcel 3, containing 25.1944 acres, more or less, as shown on plat prepared by VH&D, Inc. dated December 5, 1979, revised January 25, 1980, entitled "Division of Jordan Joint Venture", recorded in Plat Book 3, page 80, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia.

Together with a perpetual right of way for ingress, egress, and utilities, fifty feet in width from said Parcel 3 to State Route 637 as described in Deed of Partition recorded in Deed Book 136, page 608, as modified by that certain Right of Way Agreement between the Grantors herein and others dated January 2, 2001, which agreement relocates that portion of the right of way over Parcel 3, recorded immediately prior hereto in the Clerk's Office of the the Circuit Court of Rappahannock County, Virginia.

INSTRUMENT #010000077
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
JANUARY 22, 2001 AT 10:23AM
\$132.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$66.00 LOCAL: \$66.00
DIANE BRUCE, CLERK

BY:  (DC)

RECORDATION REQUESTED BY:

01-078-1

WHEN RECORDED MAIL TO:

Rappahannock National Bank
257 Gay Street
P. O. Box 179
Washington, VA 22747-0179

Parcel I.D. Number: 3
Tax Map Reference Number: 14-5

[Space Above This Line For Recording Data]

Varlor, not to M. Brown

This Document prepared by: mtl

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 19, 2001. The grantor is Christopher K. CARR ("Borrower"). The trustee is Michael T. Leake and G. William Beale of 257 Gay Street, Washington, VA 22747 and 212 North Main Street, Bowling Green, VA 22427, trustee(s) (any one of whom may act and who are referred to as "Trustee"). The beneficiary is Rappahannock National Bank, which is organized and existing under the laws of the United States of America, and whose address is 257 Gay Street, P. O. Box 179, Washington, VA 22747-0179 ("Lender"). Borrower owes Lender the principal sum of Eighty Five Thousand Eight Hundred & 00/100 Dollars (U.S. \$85,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 19, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Rappahannock County, Virginia:

See Attached Schedule A

VIRGINIA-Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3047 9/90
(page 1 of 8 pages)

01-078-2

01-19-2001
Loan No 6009816FNMA/FHLMC DEED OF TRUST
(Continued)

Page 8 of 8

Security Instrument to Trustee. Trustee shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Identification of Note. The Note is identified by a certificate on the Note executed by any Notary Public who certifies an acknowledgment hereto.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

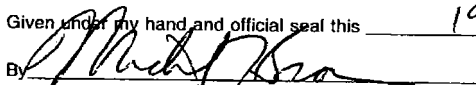
 (Seal)
Christopher K. CARR-Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Virginia)
) ss
COUNTY OF Rappahannock)

On this day before me, the undersigned Notary Public, personally appeared Christopher K. CARR, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of January, 2001.

By  Residing at Amesville, Virginia

Notary Public in and for Lanhamwood, Virginia My commission expires Feb. 28, 2003

Fixed Rate Balloon

LASER PRO, Reg U.S. Pat. & T.M. Off. Ver. 3.28c (c) 2001 CFI ProServices, Inc. All rights reserved.
[VA-G04 E3 28 F3 28 CARR LN R2 OVL]

01-078-9

SCHEDULE A

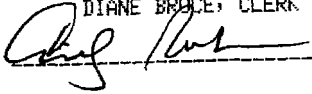
ALL THAT certain tract or parcel of land, lying and being situate in Wakefield Magisterial District, Rappahannock County, Virginia, described as Parcel 3, containing 25.1944 acres, as shown and described on a plat of survey by Richard H. Vogel, C.L.S., dated 5 December 1979, revised 25 January 1980, of record in Plat Book 3, Page 80, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia.

TOGETHER WITH a perpetual right of way, as a covenant running with the land, for ingress, egress and utilities, fifty feet in width from the said Parcel 3 to State Route 637 as described in a Deed of Partition dated 19 June 1980 of record in Deed Book 136 Page 608 as modified by that certain Right of Way Agreement between Philip B. Silcott and others dated January 2, 2001, which agreement relocates that portion of the right of way over Parcel 3, and which agreement is recorded prior hereto as Instrument No. 01-076 in the aforesaid Circuit Court Clerk's Office.

AND BEING the same property conveyed to Philip B. Silcott and Marjorie D. Silcott, husband and wife, by Deed of Partition dated July 25, 1989 from Jordan Joint Venture, Philip B. Silcott, Trustee, recorded in Deed Book 175 at Page 658 among the land records of Rappahannock County, Virginia.

AND FURTHER BEING the same property conveyed to Christopher Kinder Carr by deed from Philip B. Silcott and Marjorie P. Silcott, husband and wife, dated January 8, 2001 and recorded immediately prior hereto.

INSTRUMENT #010000076
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
JANUARY 22, 2001 AT 10:25AM
DIANE BRUCE, CLERK

BY:  (DC)

03-1655-1

RECORDATION REQUESTED BY:
Rappahannock National Bank
257 Gay Street
P. O. Box 179
Washington, VA 22747-0179

WHEN RECORDED MAIL TO: - *Ret 7/15/03*
Rappahannock National Bank
257 Gay Street
P. O. Box 179
Washington, VA 22747-0179

SEND TAX NOTICES TO:
Christopher K. Carr
2950 Van Ness St
Washington, DC 20008

Tax Map Reference No(s): 14-5

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by: GAG, Rappahannock National Bank

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 26, 2003, is made and executed between Christopher K. CARR, 2950 Van Ness St, Washington, DC 20008 ("Grantor") and Rappahannock National Bank, 257 Gay Street, P. O. Box 179, Washington, VA 22747-0179 ("Lender").

DEED OF TRUST. Grantor executed and delivered to Michael T. Leake, G. William Beale ("Trustee") a Deed of Trust dated January 19, 2001 (the "Deed of Trust") recorded on January 22, 2001 in the Clerk's office of the Circuit Court of the County of Rappahannock, Virginia with respect to certain real property more particularly described in the Deed of Trust and commonly known as Real Property located at State Route 637, Linden Lane, Flint Hill, VA 22627. The Deed of Trust provides that any Trustee may act alone to exercise all the rights and powers of any other Trustee.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The principal balance of the note effective this date is \$78,451.69, which shall henceforth bear interest the the rate of 5.25% per annum on the unpaid outstanding principal balance. I will pay this loan in 179 regular payments of \$630.66 each and one irregular last payment estimated at \$629.48. The first payment is due on July 26, 2003, and all subsequent payments are due on the same day of each month after that. The final payment will be due on June 26, 2018, and will be for all principal, accrued interest and all other applicable fees, costs and charges. Payments will include principal and interest.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 26, 2003.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

03-1655-2

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

GRANTOR:

X Chris Carr (Seal)
Christopher K. Carr, individually

LENDER:

X [Signature] (Seal)
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF District of)
) SS
COUNTY OF Columbia)

On this day before me, the undersigned Notary Public, personally appeared **Christopher K. Carr**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of July, 2023.

By Mary Barber Residing at 1808 Flower Hill Nw
Shuttersburg MD 20779
Notary Public in and for the District of Columbia My comm. expires 6-14-04
Notary Public, District of Columbia
My Commission Expires 6-14-04

03-1655-3

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF VIRGINIA)
) SS
COUNTY OF RAPPAHANNOCK)

On this 15 day of JULY, 20 03, before me, the undersigned Notary Public, personally appeared MICHAEL T. LEAKE and known to me to be the President's CEO, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By *Michael T. Leake* Residing at _____
Notary Public in and for _____ My commission expires 12/31/03

LASER PRO Lending, Ver 3.22 TO 008 Copy: Harland Financial Solutions, Inc 1997, 2003 All Rights Reserved VA R (APPROPRIATE) CHLPLM0203 PC TR-688 PA 32

INSTRUMENT #030001655
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
JULY 15, 2003 AT 03:01PM
DIANE BRUCE, CLERK

BY: *[Signature]* (MC)

BOOK 175 PAGE 658

11953-1

1

THIS DEED OF PARTITION is made and entered into this the 25th day of July, 1989, by and between JORDAN JOINT VENTURE, PHILIP B. SILCOTT, TRUSTEE, Grantor; and PHILIP B. SILCOTT AND MARJORIE D. SILCOTT, husband and wife, Grantees, Box 1101, McLean, Virginia, 22101.

Whereas Jordan Joint Venture is the owner of Parcels 3, 4, and 5 as shown on a plat of survey by Richard H. Vogel, C.L.S. dated December 5 1979, revised 25 January 1980, of record in Plat Book 3 Page 80; and,

whereas, Philip B. Silcott, Trustee, holds legal title to said parcels by reason of deeds of record in Deed Book 119 page 570, Deed Book 136 page 608, and Deed Book 150 page 424; and,

whereas Jordan Joint Venture desires to allot Parcel 3 to the Grantees herein; therefore,

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand, and other valuable consideration, paid by the Grantees to the Grantor, at and before the sealing and delivery of this deed, the receipt of which is hereby acknowledged, the Grantor does by this deed grant and convey, with Special Warranty of Title unto the said Philip B. Silcott and Marjorie D. Silcott, husband and wife, as tenants by the entireties with right of survivorship as at common law. Grantees herein, the following described property located in Wakefield Magisterial District, Rappahannock County, Virginia, and more particularly described as follows:

Parcel 3, 25.1944 acres, as shown and described on a plat of survey by Richard H. Vogel, C.L.S. dated 5 December 1979, revised 25 January 1980, of record in Plat Book 3 Page 80, which plat of survey is incorporated here in by reference.

Together with a perpetual right of way, as a covenant running with the land, for ingress, egress and utilities, fifty feet in width from the said Parcel 3 to State Route 637 as described in a Deed of Partition dated 19 June 1980 of record in Deed Book 136 page 608 and shown on the plat of survey aforesaid in Plat Book 3 Page 80. All terms and conditions applicable to said right-of-way described in Deed Book 136 pages 610-611, shall apply.

Parcel 3 is conveyed subject to the terms of a Road Maintenance Agreement contained in said deed at Deed Book 136 page 608, and further subject to the reservation by the Grantor, as a covenant running with the land, of a perpetual fifty foot wide right of way for ingress, egress and utilities running across Parcel 3, as shown on the plat of survey aforesaid in Plat Book 3 page 80, both of which restrictions shall be binding on all future owners of the property.

And Being a portion of the property acquired by Jordan Joint Venture, William R. Shelton, Trustee, by deed from Mary U. Cleverley, dated 2 June 1972, recorded in Deed Book 103, page 487, and which was transferred to Philip B. Silcott, Trustee, by deeds of record in Deed Book 119 page 570, Deed Book 136 Page 608, and Deed Book 150 page 424.

Reference is hereby made to the above deed and other records of the Clerk's Office aforesaid for a more particular description of the property hereby conveyed.

All deed book and plat book references herein are to the land records maintained by the Clerk of the Circuit Court of Rappahannock County, Virginia.

SUBJECT to easements, conditions, covenants and any restrictions of record as the same may lawfully apply.

TOGETHER WITH any improvements thereon and appurtenances to said property belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract or parcel of land together with all rights, ways, privileges and improvements thereon and appurtenances thereunto belonging or in anywise appertaining unto the Grantees, in fee simple.

WITNESS the following signatures and seals:

JORDAN JOINT VENTURE

Philip B. Silcott
Philip B. Silcott, Trustee

STATE OF VIRGINIA

COUNTY OF WASHINGTON, D.C. to-wit:

I, Jeremiah R. Bannon, a Notary Public in and for the State and County WASHINGTON, D.C. aforesaid, whose commission expires 1/14/93 do hereby certify that Jordan Joint Venture, Philip B. Silcott, Trustee, whose name is signed to the foregoing Deed of Partition has acknowledged the same before me in my said jurisdiction.

GIVEN under my hand this 25th day of JULY, 1989.

Jeremiah R. Bannon
Notary Public

VIRGINIA: Clerk's Office, Circuit Court of Rappahannock County

039 St. Grantee .50
213 Co. Grantee .17
212 Transfer 1.75
301 Clerk 10.00
038 St. Grantor
220 Co. Grantor

Total 12.42

The foregoing instrument was presented, and with the certificate annexed, admitted to record on the 31 day of July, 1989, at 1:05 PM local time, after payment of fees and costs as shown.

Teste: Therese R. Kelly
Clerk/Deputy Clerk

January 28, 1985
Mailed to:
Philip B. Silcott
Box 1101
McLean, Virginia 22101

5655-1

DEED OF PARTITION

Made this 21st day of November, 1984.

Whereas on September 25, 1980 a certain Deed of Partition dated June 19, 1980 was placed of record in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia to effect the partial partition of certain real property owned by Jordan Joint Venture, situate in Wakefield District of Rappahannock County, Virginia; and,

Whereas said Deed of Partition is of record in Deed Book 136 page 608 of the land records aforesaid; and,

Whereas by deed of gift dated June 24, 1976, of record in Deed Book 119 page 570 of the land records aforesaid, Toby Turner and Philip B. Silcott were substituted as Co-Trustees for Jordan Joint Venture in place of William R. Shelton, Trustee; and,

Whereas Toby Turner and Philip B. Silcott have executed the aforesaid Deed of Partition, but to eliminate any possible objection to said deed they now desire to execute this deed, in their capacities as Trustees, affirming, ratifying and joining in said Deed of Partition; and,

Whereas Toby Turner, Trustee, desires to transfer all her interest as trustee in Parcels 3, 4 and 5 of the Jordan Joint Venture Property to Philip B. Silcott, Trustee;

Therefore, for and in consideration of TEN DOLLARS (\$10.00)

and other good and valuable consideration, receipt of which is acknowledged, Toby Turner, Trustee, and Philip B. Silcott, Trustee, adopt, ratify, confirm and join in those warranties, grants and conveyances made by Jordan Joint Venture in that Deed of Partition, aforesaid, of record in Deed Book 136 page 608, to the identical effect, as if their signatures, as Trustees, were affixed to said Deed of Partition.

In addition, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration receipt of which is acknowledged, Toby Turner, Trustee, does hereby grant, bargain and convey with Special Warranty of Title, to Philip B. Silcott, Trustee, all of her right, title and interest as a trustee of Jordan Joint Venture in Parcels 3, 4 and 5 of the Jordan Joint Venture Tract as shown on a certain plat of survey by Richard H. Vogel, C.L.S., dated December 5, 1979, revised January 25, 1980 of record in the land records aforesaid in Plat Book 3 page 80, which survey and the metes and bounds description made thereon are incorporated herein by reference. The effect of this conveyance shall be to make Philip B. Silcott, Trustee, the sole remaining trustee for Jordan Joint Ventrue, and vest in him title to the said Parcels 3, 4 and 5.

Philip B. Silcott
Philip B. Silcott, Trustee

Toby Turner
Toby Turner, Trustee

150
426

5655-3

DISTRICT OF COLUMBIA
STATE OF VIRGINIA

COUNTY OF _____, to-wit:

Subscribed, sworn to and acknowledged before me by
Philip B. Silcott, Trustee, this 21st day of November,
1984.

My commission expires June 30, 1986.

[Signature]
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS, to-wit:

Subscribed, sworn to and acknowledged before me by
Toby Turner, Trustee, this 7th day of December,
1984.

My commission expires June 22, 1985.

[Signature]
Notary Public

GAYNELL PATTERSON
Notary Public State of Texas
My Commission Expires June 22, 1985
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

VIRGINIA

CLERK'S OFFICE OF RAPPAHANNOCK CIRCUIT COURT 12-14 1984
THIS DEED OF WARRANT WAS THIS DAY RECEIVED IN THE SAID OFFICE AND
WITH THE CERTIFICATE ADMITTED TO RECORD AT 11:50 O'CLOCK A.M.

TENET [Signature] CLERK

October 30, 1980

mailed to:

Toby Turner

5211 Braeburn

Houston, Texas 77002

December 14, 1984

See Deed of Partition

Recorded in DB 150, page 424

Teste: *[Signature]* DC

2484-1

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DEED OF PARTITION

THIS DEED OF PARTITION is made this the 19th day of June 1980, by and between:

1. JORDAN JOINT VENTURE, William R. Shelton, Trustee, Box 993, Winston Salem, North Carolina, party of the first part;

2. TOBY TURNER, feme sole, of 5211 Braeburn Drive, Houston, Texas, party of the second part;

3. PHILIP B. SILCOTT and MARJORIE D. SILCOTT, husband and wife, of Box 624, McLean, Virginia, parties of the third part;

4. ROBERT L. BREEDEN and ELIZABETH H. BREEDEN, husband and wife of McLean, Virginia, parties of the fourth part; and

5. DONALD J. CRUMP and ADELE E. CRUMP, husband and wife, of Springfield, Virginia, parties of the fifth part.

WHEREAS, in 1972, William R. Shelton and Toby Turner Shelton (now Toby Turner), Philip B. Silcott and Marjorie D. Silcott, Robert L. Breeden and Elizabeth H. Breeden, and Donald J. Crump and Adele E. Crump, associated to form Jordan Joint Venture for the purpose of purchasing land in Rappahannock County, Virginia, and designated William R. Shelton as Trustee for purposes of holding title to any real property subsequently purchased by them; and

WHEREAS, by deed dated 2 June 1972, and recorded in the Clerk's Office of the Circuit Court of Rappahannock County (hereinafter referred to as "the land records") in Deed Book 103 at page 487, Mary U. Cleverley, a feme sole, conveyed to Jordan Joint Venture, William R. Shelton, Trustee, two parcels of property consisting of about 1.1 acres and 160.39 acres, respectively, located on Route 637 in the Wakefield Magisterial District of Rappahannock County, Virginia, hereinafter referred to as the Jordan Joint Venture property; and

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WHEREAS, by deed dated 16 May 1975, and recorded among the land records in Deed Book 115 page 462, Jordan Joint Venture, William R. Shelton, Trustee, conveyed to Toby Turner (formerly Toby Turner Shelton), feme sole, an undivided one-half interest in the Jordan Joint Venture property, which one-half interest included any interest in the property to which William R. Shelton was entitled as a joint venturer; and

WHEREAS, it is now the desire of all the joint venturers to partition and divide from the Jordan Joint Venture Property the above described one-half undivided interest conveyed to Toby Turner so that she may own same in her own right, free from the interests of the other joint venturers. It is further the desire of the joint venturers to convey to Toby Turner, in addition to her one-half interest, an additional five acres to compensate her for receiving property subject to an electric utility easement.

THEREFORE, in consideration of the mutual grants and releases contained herein, the Parties hereby grant and convey with SPECIAL WARRANTY OF TITLE, in fee simple, as follows:

1. The Parties of the first, third, fourth and fifth part grant and convey to Toby Turner, feme sole, party of the second part, as a portion of her equitable separate estate free from interests of any nature, including curtesy or other marital interest, of any future husband, and capable of being transferred by her signature alone without the joindure of any spouse she might have, all of Parcel 1 and Parcel 2 of the Jordan Joint Venture property, containing in the aggregate 85.5833 acres, as shown on that certain survey by Richard H. Vogel, CLS, dated December 5, 1979, and revised January 25, 1980, recorded in the land records in Plat Book 3 page 80, which survey is hereby incorporated by reference in this deed, and hereinafter referred

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to as "the Vogel survey".

2. The Parties of the first, third, fourth and fifth part grant and convey to Toby Turner, feme sole, party of the second part, as a portion of her equitable separate estate free from interests of any nature, including curtesy or other marital interest, of any future husband, and capable of being transferred by her signature alone without the joindure of any spouse she might have, all that certain portion of the Jordan Joint Venture property consisting of approximately 1.1 acre as shown on a survey by Charles E. Glass, dated April 10, 1967, and recorded in the land records in Deed Book 103 at page 485, being the same property referred to as Parcel No. 1 in the deed from Mary U. Cleverley to Jordan Joint Venture, William R. Shelton, Trustee, dated 2 June 1972, and recorded in the land records in Deed Book 103 page 487.

RIGHT-OF-WAY: The Parties of the first, third, fourth and fifth part reserve unto themselves, their heirs and assigns, in perpetuity and as a covenant running with the land, so to inure to the benefit of any present or future owners of the land, a right-of-way easement for the purposes of ingress, egress, and utilities, to be 50 feet in width, and allowing each Parcel shown on the Vogel survey access to State Route 637. This right-of-way shall be 25 feet on either side of a centerline shown on the Vogel survey and thereon designated "50' Wide Easement for Ingress, Egress, and Utilities", and shall, after reaching the center of the Jordan River, continue over the bridge and follow the existing road-bed, remaining 50 feet in width, across the 1.1 acre tract referred to in paragraph 2, above, and shown in the land records in Deed Book 103 at page 487, until it reaches State Route 637. No owner of any parcel shall have the right to place a gate or other obstruction across the right-of-way without the written consent of all parcel owners who must

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pass through the gate or obstruction to reach their property, and the consent of any other landowners who have the right to use the same right-of-way; provided, cattleguards may be placed in the right-of-way. The right-of-way hereby described shall also be for the benefit and use of Toby Turner, her heirs and assigns, in perpetuity.

The effect of this deed shall be to terminate the interests of Toby Turner in the Jordan Joint Venture property, and she grants and conveys with SPECIAL WARRANTY OF TITLE unto the Parties of the first, third, fourth and fifth part any and all right, title and interest she might have in the remaining Jordan Joint Venture property not conveyed to her above, being specifically designated as Parcels 3, 4 and 5 on the Vogel survey.

ROAD MAINTENANCE AGREEMENT:

1. Purpose: The Parties hereto agree that the best interests of the property owners and the Jordan Joint Venture Property will be served by the establishment of an agreement providing for the joint maintenance of the right-of-way previously established by this deed from Route 637 to Parcel 5.
2. This Maintenance Agreement shall be a covenant running with the land so to be binding upon all present and future owners of Parcels 1, 2, 3, 4 and 5 of the Jordan Joint Venture Property.
3. The level of maintenance contemplated by this Agreement shall be such as to keep the right-of-way useable by two-wheel drive vehicles.
4. The term "Maintenance", when used in this Agreement, shall include placing gravel, dirt, and stone on the right-of-way, clearing the right-of-way of fallen trees, limbs, and other debris impeding passage, keeping ditches and culverts

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clear, control of erosion, and grading (but not grading for the purpose of relocating the road-bed, unless agreed upon by all Parcel Owners using that section of the road). Bridge maintenance shall include painting, welding, placing fill at the bridge approaches and otherwise keeping the bridge safe for use.

5. Pro-ration of road expenses: Each owner of a Parcel of the Jordan Joint Venture Property shall be responsible for the following share of right-of-way maintenance expenses:

(a) The expense of maintenance of so much of the right-of-way as crosses the 1.1 acre tract aforesaid, shall be equally divided among all the Parcel Owners;

(b) The expense of maintenance of the bridge shall be equally divided among all the Parcel Owners;

(c) The expense of maintenance of so much of the right-of-way as is within the boundary of Parcel 1 shall be divided equally between all the Parcel Owners;

(d) The expense of maintenance of so much of the right-of-way as is within the boundary of Parcel 2 shall be equally divided between the owners of Parcels 2, 3, 4 and 5;

(e) The expense of maintenance of so much of the right-of-way as is within the boundary of Parcel 3, shall be equally divided between the owners of Parcel 3, 4 and 5;

(f) The expense of maintenance of so much of the right-of-way as is within the boundary of Parcel 4 shall be equally divided between the owners of Parcels 4 and 5.

6. A Parcel Owner who is responsible under paragraph 5, above, for a pro-rata share of the maintenance expenses of a section of the right-of-way may be required, without his consent, in any one year, to pay up to Five Hundred and 00/100 Dollars (\$500.00) toward such maintenance, if a majority of

those Parcel Owners responsible for the maintenance of said section of right-of-way consent to such maintenance; provided, in no case shall a Parcel Owner, without his consent, be responsible for a greater proportion of the maintenance expense than is his share as established by paragraph 5, above. The \$500.00 annual limitation referred to above shall be the maximum amount a Parcel Owner may be liable to pay, without his consent, in any one year. Nothing herein shall prevent Parcel Owners from making any road expenditures they desire if such Parcel Owners assume sole liability therefore.

7. A Parcel Owner who refuses to pay his share of maintenance expenses required under this Agreement shall be liable in a suit to enforce contribution for the amount owed plus liquidated damages of twice the amount owed, plus all Plaintiff's legal fees and costs. Damages recovered, after payment of costs, shall be applied to right-of-way maintenance. Any maintenance expenses due and owing from a Parcel Owner under the terms hereof for a period in excess of 90 days shall automatically constitute a lien on the property of that Parcel Owner.

8. As used in this Road Maintenance Agreement, the term "Parcel Owner" shall include all persons in whom title to a parcel is vested, whether legal or equitable, but shall not include a Trustee who is holding title only for the purpose of securing a note or other financial obligation. Where there is more than one owner of a particular parcel, then liability for road maintenance expenses shall be joint and several, so that any one, or more, owner shall be liable for the entire amount owed.

9. Any Parcel Owner shall have standing to bring an action to enforce any of the provisions hereof.

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JORDAN JOINT VENTURE DEED OF PARTITION, page 7

WITNESS the following signatures and seals:

Toby Turner (seal)
Toby Turner

Philip B. Silcott (seal)
Philip B. Silcott

Marjorie D. Silcott (seal)
Marjorie D. Silcott

Robert L. Breeden (seal)
Robert L. Breeden

Elizabeth H. Breeden (seal)
Elizabeth H. Breeden

Donald J. Crump (seal)
Donald J. Crump

Adele E. Crump (seal)
Adele E. Crump

JORDAN JOINT VENTURE

By: William R. Shelton (seal)
William R. Shelton, Trustee

STATE OF TEXAS

COUNTY OF Harris, to wit:

I, Perry C. Kent, a Notary Public in and for the State and County aforesaid, whose commission expires January 18, 1981, do certify that TOBY TURNER, feme sole, whose name is signed to the foregoing Deed of Partition bearing date on the 5th day of July, 1980, has acknowledged the same before me in my said jurisdiction.

GIVEN under my hand this 5th day of July, 1980.

Perry C. Kent
Notary Public

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STATE OF DISTRICT OF
COUNTY OF COLUMBIA, to wit:

I, ALFRED J. HAYES, JR., a Notary Public in and
for the ~~State and County~~ ^{District} aforesaid, whose commission expires
JUNE 30, 1981, do hereby certify that PHILIP B. SILCOTT
and MARJORIE D. SILCOTT, husband and wife, whose names are
signed to the foregoing Deed of Partition bearing date on the
19th day of JUNE, 1980, have acknowledged the same
before me in my said jurisdiction.

GIVEN under my hand this 19th day of JUNE, 1980.

Alfred J. Hayes, Jr.
Notary Public

STATE OF VIRGINIA
District of Columbia
COUNTY OF _____, to wit:

I, ALFRED J. HAYES, JR., a Notary Public in and
for the ~~State and County~~ ^{District} aforesaid, whose commission expires
JUNE 30, 1981, do hereby certify that ROBERT L. BREEDEN
and ELIZABETH H. BREEDEN, husband and wife, whose names are
signed to the foregoing Deed of Partition bearing date on the 19th
day of JUNE, 1980, have acknowledged the same before
me in my said jurisdiction.

GIVEN under my hand this 19th day of JUNE, 1980.

Alfred J. Hayes, Jr.
Notary Public

STATE OF VIRGINIA
District of Columbia
COUNTY OF _____, to wit:

I, ALFRED J. HAYES, JR., a Notary Public in and
for the ~~State and County~~ ^{District} aforesaid, whose commission expires
JUNE 30, 1981, do hereby certify that DONALD J. CRUMP
and ADELE E. CRUMP, husband and wife, whose names are signed
to the foregoing Deed of Partition bearing date on the 19th day

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of June, 1980, have acknowledged the same before me in my said jurisdiction.

GIVEN under my hand this 19th day of June, 1980.

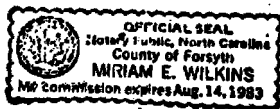
August J. Hays, Jr.
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF Forsyth, to wit:

I, Miriam E. Wilkins, a Notary Public in and for the State and County aforesaid, whose commission expires August 14, 1983, do hereby certify that JORDAN JOINT VENTURE, WILLIAM R. SHELTON, Trustee, whose name is signed to the foregoing Deed of Partition dated the 25 day of June, 1980, has acknowledged the same before me in my said jurisdiction.

GIVEN under my hand this 25 day of June, 1980.



Miriam E. Wilkins
Notary Public

VIRGINIA

CLERK'S OFFICE OF RAPPAHANNOCK CIRCUIT COURT 25 Sept. 1980
THIS DEED OF Partition WAS THIS DAY RECEIVED IN THE SAID OFFICE AND
WITH THE CERTIFICATE ADMITTED TO RECORD AT 3:09 O'CLOCK P.M.

TESTE

Karen Bear CLERK

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Sept. 23, 1976

Mailed to: Paul H. Heubusch
202 Dominion Road, N. E.
Vienna, Virginia 22180

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OF GIFT

THIS DEED, made and entered into this 24 day of June, 1976,
by and between WILLIAM R. SHELTON, Trustee for Jordan Joint Venture,
party of the first part, and TOBY TURNER and PHILIP B. SILCOTT, Co-
Trustees for Jordan Joint Venture, parties of the second part;

WITNESSETH: That for and in consideration of the sum of Ten
Dollars (\$10.00) cash in hand paid, and other good and valuable
consideration, receipt of all of which is hereby acknowledged, the
party of the first part hereto does hereby grant, bargain, sell
and convey, with SPECIAL WARRANTY of title, unto the parties of the
second part, all of the following parcels of land and privileges and
appurtenances therewith connected, situate, lying and being off
State Route 637 in Wakefield District, Rappahannock County, Virginia,
and more particularly described as follows:

PARCEL NO. I: (1.1 acres)

PARCEL NO. II (210.59 acres) less and except 50.2 acres, more
or less, conveyed out by Deed recorded in Deed Book 98, at page 41
of the land records of said County, as the said Parcels No. I and
II are more particularly described in that certain Deed dated
June 2, 1972 from Mary U. Cleverley, recorded June 16, 1972, to the
party of the first part hereto, among the said County land records.

SUBJECT to the lien of a first Deed of Trust in the original
amount of \$70,000.00 dated June 11, 1972 and recorded June 16, 1972
among the said County land records.

SUBJECT further to that certain right of way recorded in Deed
Book 98, at page 479 among the said County land records.

TO HAVE AND TO HOLD the above described parcels of land
together with all rights, ways, privileges or appurtenances there

PAUL H. HEUBUSCH, LTD.
ATTORNEY AT LAW
306 MAPLE AVE., EAST
VIENNA, VA. 22180

4/5 @ 105/834

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unto appertaining unto the said Toby Turner and Philip B. Silcott,
Trustees for Jordan Joint Venture, in fee simple.

WITNESS the following signature and seal:

William R. Shelton (SEAL)
William R. Shelton, Trustee

STATE OF TEXAS

COUNTY OF Harris, To-wit:

I, Sherry Dupont, a Notary Public in and for
the County aforesaid in the State of New York, whose commission as
such will expire on the 1 day of June, 1977,
do hereby certify that WILLIAM R. SHELTON, Trustee for Jordan
Joint Venture, whose name is signed to the foregoing and hereunto
annexed Deed bearing date on the 24 day of June, 1976, has
personally appeared before me in my jurisdiction aforesaid.

GIVEN under my hand and notarial seal this 24 day of June,
1976.

Sherry Dupont (SEAL)
Notary Public as aforesaid.
SHERRY DUPONT
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Levell, Lawyers Surety Corp.

VIRGINIA:

Clerk's Office of Rappahannock Circuit Court, August 19, 1976
THIS DEED OF GIFT, was this day received in the said office and
with the certificate admitted to record at 1:15 o'clock P.M.

Teste: E. M. Jones Clerk

13932-1

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THIS DEED. made this 16th day of May, 1975, by and
between Jordan Joint Venture, William R. Shelton, Trustee, Houston,
Texas, hereinafter referred to as Grantor, and Toby Turner, a
femme sole, of Houston, Texas, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of the
following, to-wit:

1. The sum of Ten Dollars (\$10.00) cash and other
good and valuable consideration paid to Grantor by
Grantee herein, the receipt of which is hereby
acknowledged; and
2. The assumption of and promise to pay by said
Grantee of one-half (1/2) of the unpaid balance,
principal and interest, on that certain promissory
note dated June 11, 1972, in the original principal
sum of \$70,000.00, made, executed and delivered by
Jordan Joint Venture, William R. Shelton, Trustee,
payable to the order of Mary U. Cleverley, with
interest thereon at eight percent (8%) per annum,
with said interest and principal being payable
as set out in said note, which said note is
secured by Deed of Trust dated June 11, 1972, from
Jordan Joint Ventures, by William R. Shelton,
Trustee, to Maurice F. Biddle, Trustee.

Said Grantor does hereby bargain, sell, grant and convey with
GENERAL WARRANTY OF TITLE, unto the said Toby Turner, Grantee, an
undivided one-half (1/2) interest in and to all of the following
parcels of land and privileges and appurtenances therewith connected,
situate, lying and being off State Route 637 in Wakefield District,
Rappahannock County, Virginia, and described as follows:

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PARCEL NO. I: All of the following described tract or parcel of land situate, lying and being in the Wakefield Magisterial District, Rappahannock County, Virginia, according to a plat and survey made by Charles E. Glass, C.L.S., on April 10, 1967, which said plat and survey are incorporated by reference herein:

Beginning at a point on the center line of Route 637, said point being distant 919.97 feet northerly from the intersection of the Jordan River with said Route 637, as evidenced by a spike driven in the center of the bridge, as measured along a bearing of N 7 deg. 00' E. Running thence N 63 deg. 56' 50" W 158.48 feet to a pipe, said pipe being 34 feet Easterly, more or less, from the center line of the Jordan River; thence with a meander line, following the course of the river, N 2 deg. 19' 40" W 470.30 feet to a pipe, said pipe being 37 feet Easterly, more or less, from the center line of aforementioned River; thence leaving River S 78 deg. 17' 20" E 68.33 feet to a pipe; thence S 2 deg. 35' 20" W 141.50 feet to a pipe; thence S 33 deg. 44' 10" E 71.85 feet to a pipe; thence S 29 deg. 18' 30" W 96.58 feet to a cross cut on a rock; thence S 12 deg. 03' 20" E 142.24 feet to a pipe; thence S 59 deg. 19' 30" E 98.67 feet to the center line of Route 637; thence with said Route S 7 deg. 00' W 51.25 feet to the point or place of beginning. Containing 1.1 acres to the center line of the river.

This parcel is the same land conveyed to Mary U. Cleverley by Colonial Ice Cream Co., a Delaware Corporation, by deed dated February 17th, 1969 and recorded the 17th day of February, 1969 in Deed Book 94, page 221 of the land records of the Circuit Court of Rappahannock County, Virginia.

PARCEL NO. II: All the following described tract located in Wakefield District, Rappahannock County, Virginia, according to a plat and survey made by R. M. Bartenstein, Va. CCE, CS, on 12 July, 1951, which said plat and survey and incorporated by reference herein:

Beginning at (A) the center line of the Jordan River opposite a marked ash tree and corner to Elwin, thence leaving said river and with Elwin N 89 deg. 58' W 2, 454.1 feet along a fence to (B), a large post in Rucker's line and corner to Elwin, thence with Rucker following approximately with a fence N 4 deg. 18' E 1, 302.5 feet to (C) a set stone a corner to Rucker, thence continuing with Rucker as follows: N 84 deg. 20' W 1, 091.8 feet to (D), the intersection of rail fences, thence with the rail fence N 20 deg. 26' E 1, 003.9 feet to (E) a stone lying on its side near a bend in the

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fence, thence N 69 deg. 24' W 94.0 feet to (F) a bend in the fence at the south end of a short section of stone fence, thence approximately with a fence N 19 deg. 36' E 641.8 feet to (G) a pile of stones at the bottom of a steep hill, thence N 33 deg. 27' W 329.9 feet to (H) the center of the Jordan opposite the mouth of a small stream running down the valley from the general vicinity of point (G), thence following instructions, down the river the general courses of which are as follows: NO deg. 34' E 74.8 feet to (I), thence N 50 deg. 48' W 190.8 feet to (J), thence N 7 deg. 33' W 81.7 feet to (K), thence N 38 deg. 30' W 493.6 feet to (L), thence N 38 deg. 46' E 269.3 feet to (M), thence N 57 deg. 45' E 390.6 feet to (N), then S 50 deg. 47' E 121.1 feet to (O), thence S 48 deg. 51' E 146.0 feet to (P), thence S 42 deg. 57' E 310.3 feet to (Q), thence S 6 deg. 54' E 312.5 feet to (R), thence S 86 deg. 15' E 379.1 feet to (S), thence S 58 deg. 31' E 339.0 feet to (T), thence S 87 deg. 05' E 351.3 feet to (U), thence S 71 deg. 42' E 587.8 feet to (V), thence S 87 deg. 09' E 423.5 feet to (W), thence S 57 deg. 05' E 804.3 feet to (X), thence S 37 deg. 22' W 570.7 feet to (Y), thence S 7 deg. 56' E 369.1 feet to (Z), thence S 58 deg. 51' W 432.6 feet to (AA), thence S 23 deg. 40' W 340.4 feet to (BB), thence S 75 deg. 32' E 239.9 feet to (CC), thence S 51 deg. 11' E 295.0 feet to (DD), thence S 19 deg. 49' E 398.4 feet to (EE), thence S 14 deg. 52' E 801.6 feet to (A) the point of beginning, said tract containing 210.59 acres.

This is the same land conveyed to Franklin T. Cleverley et ux by Earl L. Putnam, et ux, by deed dated the 3rd day of February, 1951 and recorded the 6th day of February, 1951 in Deed Book 55, page 267 of the land records of the Circuit Court of Rappahannock County, Virginia.

LESS AND EXCEPT 50.2 acres more or less as conveyed by Mary U. Cleverley to Thomas R. Andrews, Jr., et ux, by deed dated the 10th day of October, 1970 and recorded in Deed Book 98, page 479 of the land records of the Circuit Court of Rappahannock County, Virginia.

Reference is made to the above mentioned deeds and recording data for a more particular description of the property. The property referred to as Parcel No. II herein consists of 161 acres, more or less.

The two parcels described above are subject to a right of way in perpetuity, more particularly described in Deed Book 98, page 479, in the land records of the Circuit Court of Rappahannock County, Virginia.

Grantor covenants that he has the right to convey the undivided one-half (1/2) interest in said parcels to the Grantee; that he has done no act to encumber the said land and that the same is free of all encumbrances, save and except the Deed of Trust lien securing payment of the promissory note hereinabove referred to; that the Grantee shall have quiet and peaceful

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possession of said undivided one-half (1/2) interest in said land and that such other further assurances of title to said undivided one-half (1/2) interest in said land as may be requisite will be executed by the Grantor.

TO HAVE AND TO HOLD the above described undivided one-half (1/2) interest in said parcels of land together with all rights, ways, privileges or appurtenances thereunto appertaining unto the said Toby Turner, in fee simple.

Witness the following signatures and seals.

JORDAN JOINT VENTURE

By William R. Shelton
William R. Shelton, Trustee

STATE OF TEXAS §
COUNTY OF HARRIS §

I HEREBY CERTIFY that on this 16th day of May, 1975, before me the subscriber Notary Public in and for the County and State aforesaid, personally appeared in said County and State William R. Shelton, Trustee, and acknowledged the foregoing Deed to be his act and deed, in his capacity as Trustee of Jordan Joint Venture.

IN TESTIMONY WHEREOF I hereunto set my hand and affixed my official seal this 16th day of May, 1975.



Cynthia O. Madrigal
Notary Public in and for
Harris County, Texas

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VIRGINIA:

Clerk's Office of Rappahannock Circuit Court, June 3, 1975. THIS DEED was this day received in the said office and with the certificate admitted to record at 10:30 o'clock A.M.

Teste: Ruth E. Blackwell
Dep. Clerk

103/487

THIS DEED, made this 2nd day of June, 1972, by and between Mary U. Cleverley, a femme sole, of Flint Hill, Virginia, hereinafter referred to as the Grantor and Jordan Joint Venture, William R. Shelton, of Seventeen Legend Lane, Houston, Texas, 77024, Trustee, hereinafter referred to as the Grantee,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor herein by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, said Grantor does hereby bargain, sell, grant and convey with GENERAL WARRANTY OF TITLE, unto the said Jordan Joint Venture, William R. Shelton, Trustee, Grantee, all of the following parcels of land and privileges and appurtenances therewith connected, situate, lying and being off State Route 637 in Wakefield District, Rappahannock County, Virginia, and described as follows:

PARCEL NO. 1: All the following described tract or parcel of land situate, lying and being in the Wakefield Magisterial District, Rappahannock County, Virginia, according to a plat and survey made by Charles E. Glass, C.L.S., on April 10, 1967, which said plat and survey are appended hereto and incorporated by reference herein:

Beginning at a point on the center line of Route 637, said point being distant 919.97 feet northerly from the intersection of the Jordan River with said Route 637, as evidenced by a spike driven in the center of the bridge, as measured along a bearing of N 7 deg. 00' E. Running thence N 63 deg. 56' 50" W 158.48 feet to a pipe, said pipe being 34 feet Easterly, more or less, from the center line of the Jordan River; thence with a meander line, following the course of the river, N 2 deg. 19' 40" W 470.30 feet to a pipe, said pipe being 37 feet Easterly, more or less, from the center line of aforementioned River; thence leaving River S 78 deg. 17' 20" E 68.33 feet to a pipe; thence S 2 deg. 35' 20" W 141.50 feet to a pipe; thence S 33 deg. 44' 10" E 71.85 feet to a pipe; thence S 29 deg. 18' 30" W 96.58 feet to a cross cut on a rock; thence S 12 deg. 03' 20" E 142.24 feet to a pipe; thence S 59 deg. 19' 30" E 98.67 feet to the center line of Route 637; thence with said Route S 7 deg. 00' W 51.25 feet to the point or place of beginning. Containing 1.1 acres to the center line of the River.

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This parcel is the same land conveyed to Mary U. Cleverley by Colonial Ice Cream Co., a Delaware Corporation, by deed dated February 17th, 1969 and recorded the 17th day of February, 1969 in Deed Book 94, page 221 of the land records of the Circuit Court of Rappahannock County, Virginia.

PARCEL NO. II: All the following described tract located in Wakefield District, Rappahannock County, Virginia, according to a plat and survey made by R. M. Bartenstein, Va. CCE, CS, on 12 July, 1951, which said plat and survey are appended hereto and incorporated by reference herein:

Beginning at (A) the center line of the Jordan River opposite a marked ash tree and corner to Elwin, thence leaving said river and with Elwin N 89 deg. 58' W 2, 454.1 feet along a fence to (B) a large post in Rucker's line and corner to Elwin, thence with Rucker following approximately with a fence N 4 deg 18' E 1, 302.5 feet to (C) a set stone a corner to Rucker, thence continuing with Rucker as follows: N 84 deg 20' W 1, 091.8 feet to (D) the intersection of rail fences, thence with the rail fence N 20 deg 26' E 1,003.9 feet to (E) a stone lying on it's side near a bend in the fence, thence N 69 deg 24' W 94.0 feet to (F) a bend in the fence at the south end of a short section of stone fence, thence approximately with a fence N 19 deg 36' E 641.8 feet to (G) a pile of stones at the bottom of a steep hill, thence N 33 deg. 27' W 329.9 feet to (h) the center of the Jordan opposite the mouth of a small stream running down the valley from the general vicinity of point (G), thence following instructions, down the river the general courses of which are as follows: NO deg. 34' E 74.8 feet to (I), thence N 50 deg. 48' W 190.8 feet to (J) thence N 7 deg. 33' W 81.7 feet to (K), thence N 38 deg. 30' W 493.6 feet to (L), thence N 38 deg. 46' E 269.3 feet to (M), thence N 57 deg 45' E 390.6 feet to (N), thence S 50 deg. 47' E 121.1 feet to (O), thence S 48 deg. 51' E 146.0 feet to (P), thence S 42 deg. 57' E 310.3 feet to (Q), thence S 6 deg. 54' E 312.5 feet to (R), thence S 86 deg. 15' E 379.1 feet to (S), thence S 58 deg. 31' E 339.0 feet to (T), thence S 87 deg. 05' E 351.3 feet to (U), thence S 71 deg 42' E 587.8 feet to (V), thence S 87 deg. 09' E 423.5 feet to (W), thence S 57 deg 05' E 804.3 feet to (X), thence S 37 deg. 22' W 570.7 feet to (Y), thence S 7 deg. 56' E 369.1 feet to (Z), thence S 58 deg. 51' W 432.6 feet to (AA), thence S 23 deg. 40' W 340.4 feet to (BB), thence S 75 deg. 32' E 239.9 feet to (CC), thence S 51 deg. 11' E 295.0 feet to (DD), thence S 19 deg. 49' E 398.4 feet to (EE), thence S 14 deg. 52' E 801.6 feet to (A) the point of beginning, said tract containing 210.59 acres.

This is the same land conveyed to Franklin T. Cleverley et ux by Earl L. Putnam, et ux, by deed dated the 3rd day of February, 1951 and recorded the 6th day of February, 1951 in Deed Book 55, page 267 of the land records of the Circuit Court of Rappahannock County, Virginia.

LESS AND EXCEPT 50.2 acres more or less as conveyed by Mary U. Cleverley to Thomas H. Andrews, Jr., et ux, by deed dated the 10th day of October, 1970 and recorded in Deed Book 98, page 479 of the land records of the Circuit Court of Rappahannock County, Virginia.

Reference is made to the above mentioned deeds and recording data for a more particular description of the property hereby conveyed. The property being conveyed herein consists of 161 acres, more or less.

The two parcels hereby conveyed are subject to a right of way in perpetuity, more particularly described in Deed Book 98, page 479, in the land records of the Circuit Court of Rappahannock County, Virginia.

Grantor covenants that she has the right to convey the said parcels to the Grantee; that she has done no act to encumber the said land and that the same is free of all encumbrances; that the Grantee shall have quiet and peaceful possession of said land and that such other and further assurances of title to said land as may be requisite will be executed by the Grantor.

TO HAVE AND TO HOLD the above described parcels of land together with all rights, ways, privileges or appurtenances thereunto appertaining unto the said Jordan Joint Venture, William R. Shelton, Trustee, in fee simple.

Witness the following signatures and seals.

Mary U. Cleverley (SEAL)
Mary U. Cleverley

STATE OF VIRGINIA)
COUNTY OF RAPPAHANNOCK } ss.

I HEREBY CERTIFY that on this 2nd day of June, 1972,
before me the subscriber Notary Public in and for the County and

490

State aforesaid, personally appeared in said County and State
Mary U. Cleverley and acknowledged the foregoing deed to be her
act and deed.



IN TESTIMONY WHEREOF I hereunto set my hand and affixed
official seal this 2nd day of June, 1972

E. C. Russell
Notary Public

My Commission expires: My Commission Expires Aug. 31, 1978

VIRGINIA:

Clerk's Office of Rappahannock Circuit Court, June 16, 1972

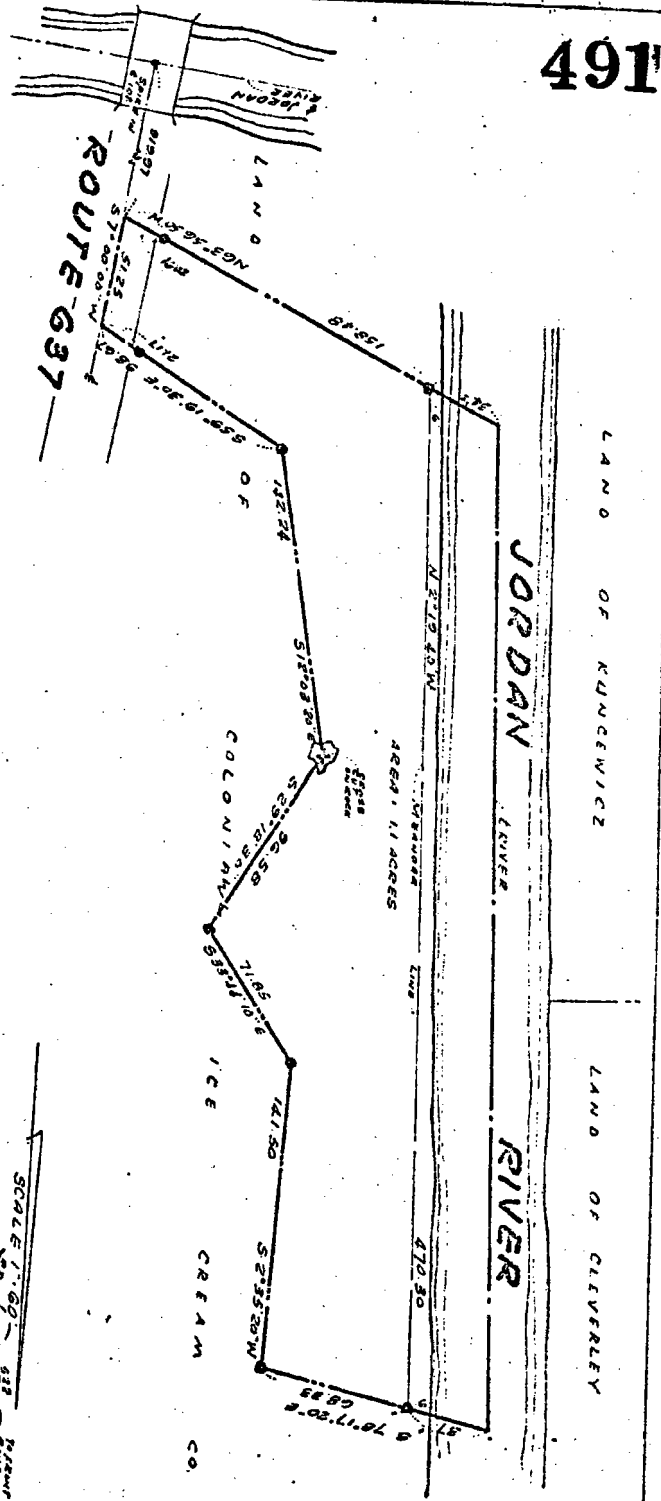
THIS DEED WITH PLATS ATTACHED, was this day received in the said
office and with the certificate admitted to record at 10:35
o'clock A.M. I hereby certify that the Additional Tax in the
amount of \$80 pursuant to Section 58-54.1 of the 1950 Code of
Virginia as amended, has been paid.

Tests: *A. W. A. Smith* Dep. Clerk

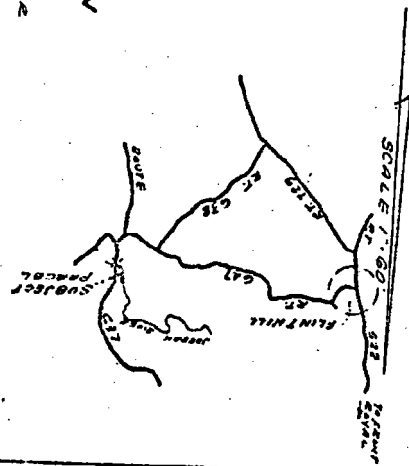
Mailed to:
 Mary U. Gieverly
 Flint Hill, Virginia
 7/24/1972

11640-1

491

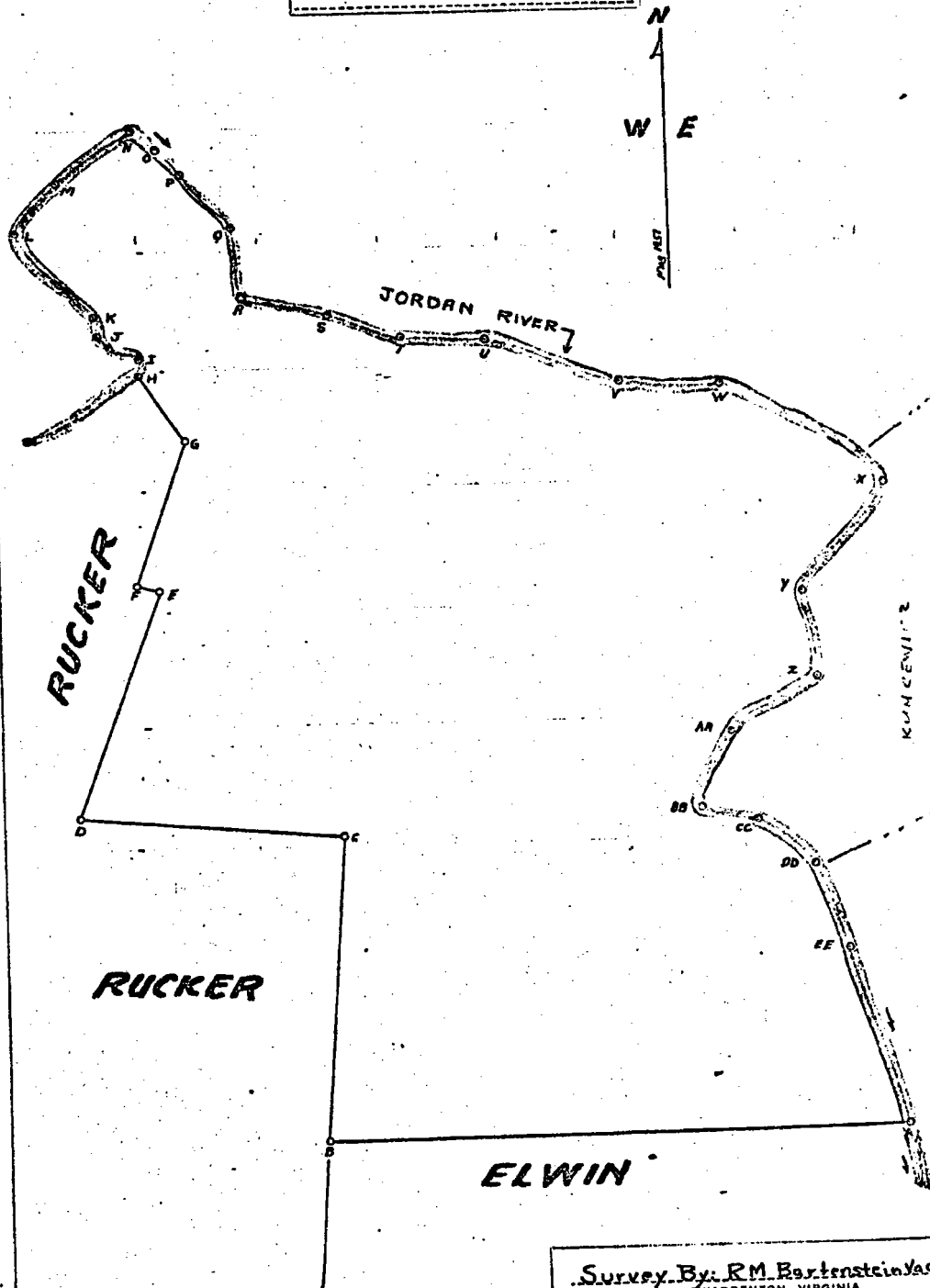


SURVEY OF PROPERTY SITUATED IN
 RAPPAHANNOCK COUNTY, VIRGINIA
 PREPARED BY CHARLES E. GLASS, PROFESSIONAL LAND SURVEYOR
 APRIL 10, 1967



492 PUTNAM TO CLEVERLEY

210.59 ACRES



Survey By: R.M. Barstenstein, Surveyor
WARRENTON, VIRGINIA

Date: 12 July 1951

Scale: 1" = 500'

Exhibit A 214.

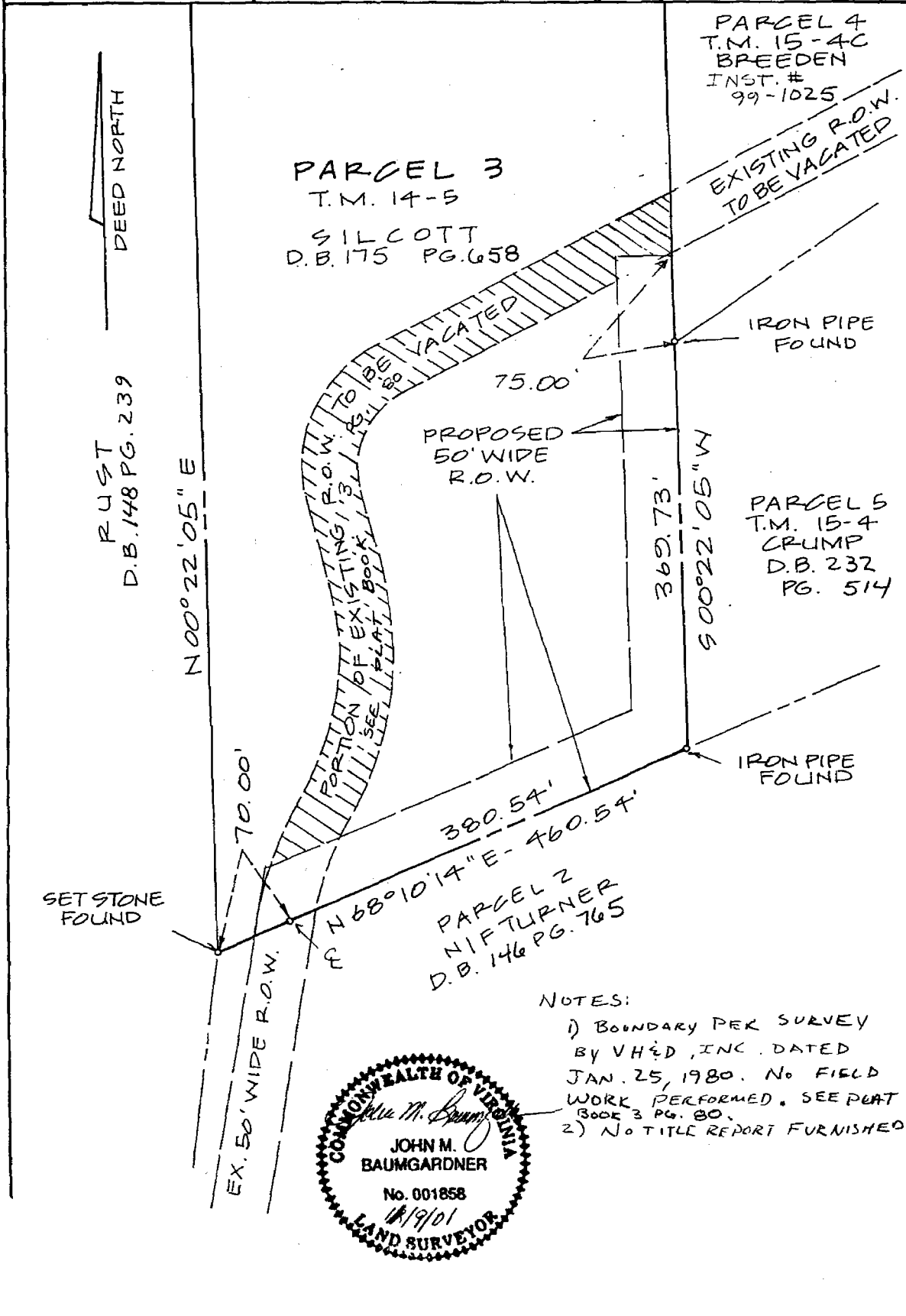
01-076-1

RIGHT OF WAY ADJUSTMENT - PARCELS 3, 4 AND 5
JORDAN JOINT VENTURE DIVISION
 WAKEFIELD DISTRICT - RAPPAHANNOCK COUNTY, VIRGINIA

Date: NOV. 1, 2000
 REVISED JAN. 09, 2001
 Project No.: 932

JOHN BAUMGARDNER, P.C.
 Land Planners & Surveyors
 WASHINGTON, VIRGINIA 22747

Scale: 1" = 100'
 Sheet 1 of 1



RIGHT OF WAY AGREEMENT
(Relocation)

M.D.S./PBS

This Agreement is made and entered into this 2nd day, of January, 2001, by and between PHILIP B. SILCOTT and MARJORIE P. SILCOTT, husband and wife, parties of the first part; ELIZABETH HILDA BREEDEN and ROBERT L. BREEDEN, Co-Trustees of the ELIZABETH HILDA BREEDEN REVOCABLE TRUST, parties of the second part; and DONALD J. CRUMP, Trustee of the DONALD J. CRUMP REVOCABLE TRUST, party of the third part.

D. M.D.S./PBS

Whereas, Philip B. Silcott and Marjorie P. Silcott, parties of the first part herein, are the owners of a certain tract or parcel of land situate in Wakefield Magisterial District, Rappahannock County, Virginia, known as Parcel 3, containing 25.1944 acres, more or less, and

Whereas, Elizabeth Hilda Breeden and Robert L. Breeden, Co-Trustees of the Elizabeth Hilda Breeden Revocable Trust, parties of the second part herein, are the owners of a certain tract or parcel of land situate in Wakefield Magisterial District, Rappahannock County, Virginia, known as Parcel 4, containing 25.1945 acres, more or less, and

Whereas Donald J. Crump, Trustee of the Donald J. Crump Revocable Trust, party of the third part herein, is the owner of that certain tract or parcel of land situate in Wakefield Magisterial District, Rappahannock County, Virginia, known as Parcel 5, containing 25.1944 acres, more or less, and

Whereas, by Deed of Partition recorded in Deed Book 136 at page 698 of the Rappahannock County, Virginia land records, a perpetual right of way for ingress and egress and utilities, fifty (50) feet in width to State Route 637, was created over Parcel 3 for the benefit of Parcels 4 and 5, and.

Whereas, the parties hereto have agreed to relocate the right of way over Parcel 3 as shown on the attached plat of survey.

NOW THEREFORE WITNESSETH: For and in consideration of the sum of \$1.00, and in further consideration of the mutual benefit to be derived by all parties to this agreement, Philip B. Silcott and Marjorie P. Silcott, husband and wife, parties of the first part herein, do hereby grant and convey unto Elizabeth Hilda Breeden and Robert L. Breeden, Co-Trustees of the Elizabeth Hilda Breeden Revocable Trust, parties of the second part herein, and unto Donald J. Crump, Trustee of the Donald J. Crump Revocable

D. M.D.S./PBS

1/22/01

for maps 14-5

Trust, party of the third part herein, that certain right of way fifty (50) feet in width for purposes of ingress and egress and utilities to State Route 637, over Parcel 3, which right of way is described as "Proposed 50' R.O.W. on the attached plat of survey by John Baumgardner, P. C., dated November 1, 2000. This right of way shall be permanent and perpetual and shall run with and for the benefit of Parcels 4 and 5 described herein, belonging to the parties of the second and third parts herein, respectively.

In consideration of the aforesaid conveyance, Elizabeth Hilda Breeden and Robert L. Breeden, Co-Trustees of the Elizabeth Hilda Breeden Revocable Trust, and Donald J. Crump, Trustee of the Donald J. Crump Revocable Trust, do hereby release, remise, ^{marjorie P.}relinquish and forever quitclaim unto Philip B. Silcott and Marjorie P. Silcott, husband and wife, all of their right, title and interest, in and to that certain right of way which is described as "Portion of Existing R. O. W. to be vacated" on the attached plat of survey by John Baumgardner, P. C. dated November 1, 2000.

The parties hereto agree that the new right of way granted herein shall be subject to the same terms and conditions as contained in the document recorded in Deed Book 136 at page 608.

Witness the following signatures and seals:

Philip B. Silcott
Philip B. Silcott

Marjorie P. Silcott
Marjorie P. Silcott

Elizabeth Hilda Breeden
Elizabeth Hilda Breeden
Co-Trustee of the Elizabeth
Hilda Breeden Revocable Trust.

Robert L. Breeden
Robert L. Breeden,
Co-Trustee of the Elizabeth
Hilda Breeden Revocable Trust

Donald J. Crump
Donald J. Crump, Trustee of the
Donald J. Crump Revocable Trust

STATE OF Arizona
 COUNTY OF Pima, to-wit:

I, Cathy Hansen, a Notary Public in and
 for the State and County aforesaid, whose commission expires
1-2-2002, do hereby certify that PHILIP B. SILCOTT,
 whose name is signed to the foregoing Right of Way Agreement, has
 acknowledged the same before me this 8th day of Jan., 2001.



Cathy Hansen
 Notary Public

STATE OF Arizona
 COUNTY OF Pima, to-wit:

I, Cathy Hansen, a Notary Public in and
 for the State and County aforesaid, whose commission expires 1-2-2002 ^{PCA}, do hereby certify that MARJORIE A. SILCOTT,
 whose name is signed to the foregoing Right of Way Agreement, has
 acknowledged the same before me this 8th day of Jan., 2001.



Cathy Hansen
 Notary Public

STATE OF VIRGINIA
 COUNTY OF Fairfax, to-wit:

I, ARCHIE HELLY BORGUS III, a Notary Public in and
 for the State and County aforesaid, whose commission expires
10/31/04, do hereby certify that ELIZABETH HILDA
 BREEDEN, Co-Trustee of the Elizabeth Hilda Breeden Revocable Trust,
 whose name is signed to the foregoing Right of Way Agreement, has
 acknowledged the same before me this 10th day of JANUARY, 2001.

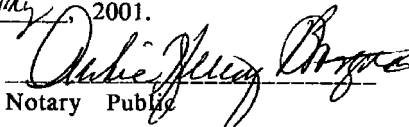
Archie Helly Borgus III
 Notary Public

STATE OF VIRGINIA
 COUNTY OF FAIRFAX, to-wit:

I, ARCHIE HELLY BORGUS III, a Notary Public in and
 for State and County aforesaid, whose commission expires
10/31/04, do hereby certify that ROBERT L. BREEDEN,

01-076-5

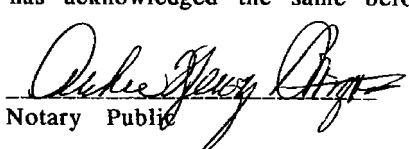
Co-Trustee of the Elizabeth Hilda Breeden Revocable Trust, whose name is signed to the foregoing Right of Way Agreement, has acknowledged the same before me this 18th day of JANUARY, 2001.


Notary Public

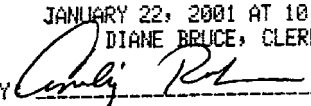
STATE OF VIRGINIA
COUNTY OF FAIRFAX

to-wit:

I, ARCHIE HENRY BOWERS IV, a Notary Public in and for the State and County aforesaid, whose commission expires 10/31/04, do hereby certify that DONALD J. CRUMP, Trustee of the Donald J. Crump Revocable Trust, whose name is signed to the foregoing Right of Way Agreement, has acknowledged the same before me this 18th day of JANUARY, 2001.


Notary Public

INSTRUMENT #010000076
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
JANUARY 22, 2001 AT 10:18AM
DIANE BRUCE, CLERK

BY  (DC)

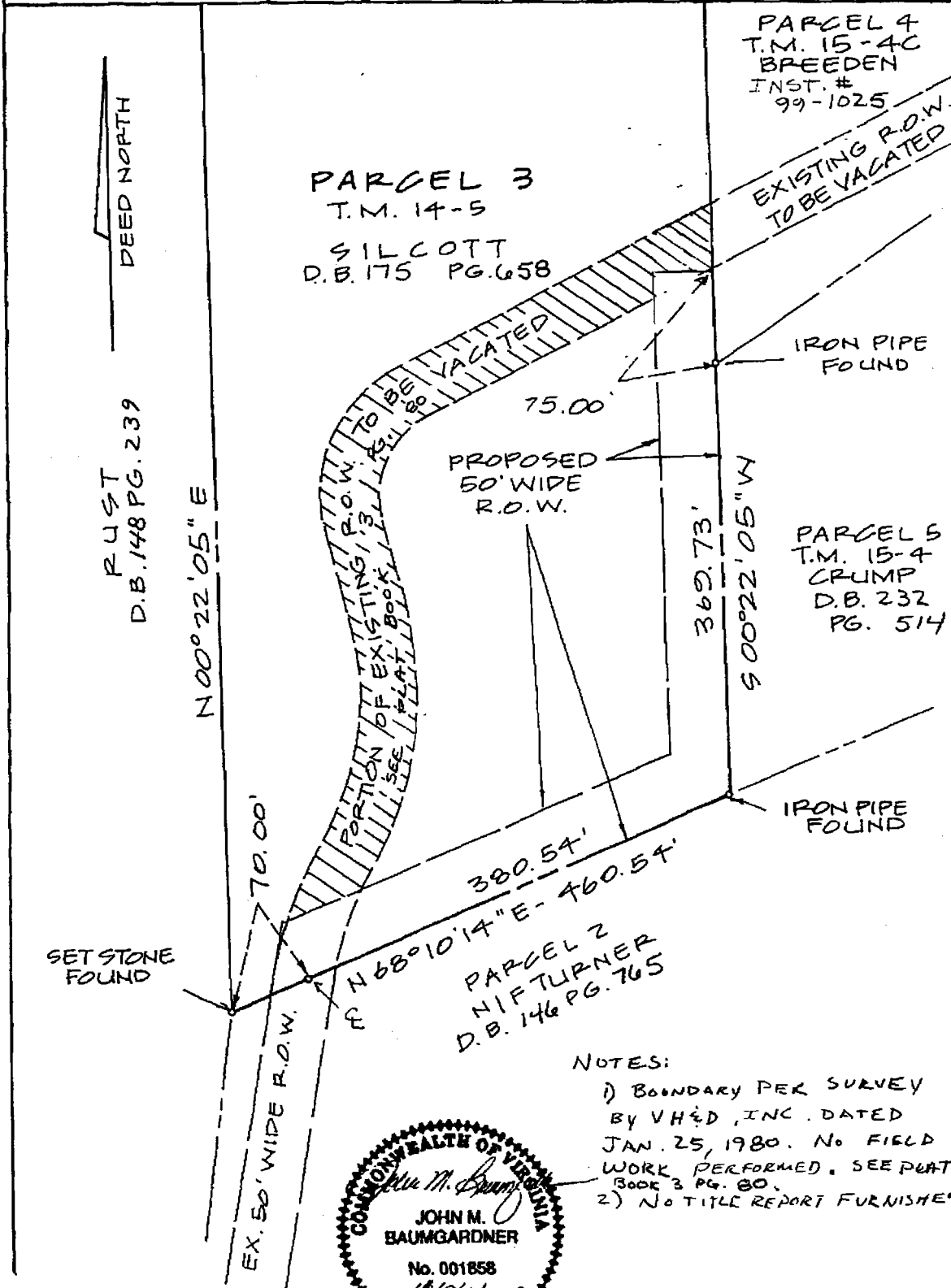
01-152-1

RIGHT OF WAY ADJUSTMENT - PARCELS 3, 4 AND 5
JORDAN JOINT VENTURE DIVISION
 WAKEFIELD DISTRICT - RAPPAHANNOCK COUNTY, VIRGINIA

Date: NOV. 1, 2000
 REVISED JAN. 09, 2001
 Project No.: 932

JOHN BAUMGARDNER, P.C.
 Land Planners & Surveyors
 WASHINGTON, VIRGINIA 22747

Scale: 1" = 100'
 Sheet 1 of 1



NOTES:

- 1) BOUNDARY PER SURVEY BY V.H.E.D., INC. DATED JAN. 25, 1980. NO FIELD WORK PERFORMED. SEE PLAT BOOK 3 PG. 80.
- 2) NO TITLE REPORT FURNISHED



01-152-2

VACATION OF RIGHT OF WAY

This Vacation of Right of Way is made and entered into this 12th day of January, 2001, by and between DONALD J. CRUMP, Trustee of the DONALD J. CRUMP REVOCABLE TRUST, party of the first part; and ELIZABETH HILDA BREEDEN and ROBERT L. BREEDEN, Co-Trustees of the ELIZABETH HILDA BREEDEN REVOCABLE TRUST, parties of the second part;

Whereas Donald J. Crump, Trustee of the Donald J. Crump Revocable Trust, party of the first part herein, is the owner of that certain tract or parcel of land situate in Wakefield Magisterial District, Rappahannock County, Virginia, known as Parcel 5, containing 25.1944 acres, more or less, and

Whereas, Elizabeth Hilda Breeden and Robert L. Breeden, Co-Trustees of the Elizabeth Hilda Breeden Revocable Trust, parties of the second part herein, are the owners of a certain tract or parcel of land situate in Wakefield Magisterial District, Rappahannock County, Virginia, known as Parcel 4, containing 25.1945 acres, more or less, and

Whereas, by Deed of Partition recorded in Deed Book 136 at page 698 of the Rappahannock County, Virginia land records, a perpetual right of way for ingress and egress and utilities, fifty (50) feet in width to State Route 637, was created over Parcel 4 for the benefit of Parcel 5, and.

Whereas, the parties hereto, together with others, have by separate agreement relocated the right of way for the benefit of Parcel 5, making the right of way over Parcel 4 no longer necessary,

NOW THEREFORE WITNESSETH: For and in consideration of the sum of \$1.00, Donald J. Crump, Trustee of the Donald J. Crump Revocable Trust, party of the first part herein, does hereby, for the purpose of forever vacating the right of way over Parcel 4 for the benefit of Parcel 5, release, remise, and forever quitclaim unto Elizabeth Hilda Breeden and Robert L. Breeden, Co-Trustees of the Elizabeth Hilda Breeden Revocable Trust, parties of the second part herein, all of his right, title and interest in and to the right of way over Parcel 4, which right of way is described as "EXISTING ROW TO BE VACATED" on the attached plat of survey by John Baumgardner, P. C , dated November 1, 2000, revised January 9, 2001.

Witness the following signature and seal:

2/9/01
Ret to
J. Luke

01-152-3

Donald J. Crump
Donald J. Crump, Trustee of the
Donald J. Crump Revocable Trust

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I, ARCHIE HELEN BORGES III ^{to-wit:}, a Notary Public in and
for the State and County aforesaid, whose commission expires
10/31/04, do hereby certify that DONALD J. CRUMP,
Trustee of the Donald J. Crump Revocable Trust, whose name is signed to
the foregoing Vacation of Right of Way, has acknowledged the same before
me this 18th day of JANUARY, 2001.

Archie Helen Borges III
Notary Public

INSTRUMENT #010000152
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
FEBRUARY 8, 2001 AT 03:38PM
DIANE BRUCE, CLERK

BY: M. Ralyn (DC)

07-1612-1

THIS DEED of VACATION of EASEMENT and DEDICATION of EASEMENT made and entered into 19th day of September, 2007, by and between HELEN RUNNELLS DuBOIS, TRUSTEE of the Hectine Interests Revocable Trust dated May 1, 2006, party of the first part, GRANTOR and GRANTEE; and CHRISTOPHER KINDER CARR, party of the second part, GRANTOR and GRANTEE;

WITNESSETH:

WHEREAS, Helen Runnells DuBois, as Trustee of the Hectine Interests Revocable Trust dated May 1, 2006, party of the first part, (hereinafter "DuBois") is the owner of two certain tracts or parcels of land situate, lying and being in Wakefield Magisterial District, Rappahannock County, described as Parcel 4 containing 25.1945 acres, more or less (**Rappahannock County Tax Map Parcel 15-4C**) and Parcel 5 containing 25.1944 acres, more or less (**Rappahannock County Tax Map Parcel 15-4**) which Parcel 4 was acquired by DuBois by deed from Raymond F. DuBois, Jr. and Helen Runnells DuBois, dated June 30, 2006 and recorded as Instrument Number 06-1354 in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia and which Parcel 5 was acquired by DuBois by deed from Marc L. Cugnon and Alaina L. Cugnon, dated May 13, 2006 and recorded as Instrument Number 06-953 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS, Christopher Kinder Carr, party of the second party, (hereinafter "Carr"), is the owner of a certain tract or parcel of land adjoining the above described properties of DuBois which property is described as Parcel 3 containing 25.1944 acres, more or less, (**Rappahannock County Tax Map Parcel 14-5**), and which property was acquired by Carr by deed from Philip B. Silcott and Marjorie D. Silcott, husband and wife, dated January 8, 2001 and recorded as Instrument Number 01-077 in the aforesaid Circuit Court Clerk's Office; and

10/19/07
Return

WHEREAS, the above described property of DuBois enjoys and has the right to use a fifty foot (50') wide right of way over the above described property of Carr as the same is more particularly set forth and described originally in Deed of Partition recorded in Deed Book 136 page 608, and which right of way was previously modified by a Right of Way Agreement (Relocation) dated January 2, 2001 and recorded January 22, 2001 as Instrument 01-76 and by a Vacation of Right of Way dated January 12, 2001 and recorded February 8, 2001 as Instrument Number 01-152 in the aforesaid Circuit Court Clerk's Office; and

WHEREAS DuBois and Carr desire to vacate a portion of the above described right of way on the above described property of Carr and to relocate and dedicate said right of way over the above described property of DuBois which vacation of right of way and relocation and dedication of right of way is shown on a sketch of a plat of John B. Foster, LS dated December 21, 2003 attached to instrument recorded as Instrument Number 04-245 in the aforesaid Clerk's Office and which marked up sketch plat is attached hereto as Exhibit "A."

NOW, THEREFORE THIS DEED OF VACATION OF EASEMENT AND DEDICATION OF EASEMENT FURTHER WITNESSETH: That for and in consideration of the foregoing and other good and valuable consideration paid by Carr as Grantee to DuBois as Grantor, the said HELEN RUNNELLS DuBOIS, TRUSTEE of the Hectine Interests Revocable Trust dated May 1, 2006 as Grantor does hereby remise, release, vacate and quitclaim unto CHRISTOPHER KINDER CARR, as Grantee, all of the certain piece or portion of the above described right of way over Parcel 3 as shown on the sketch attached hereto as Exhibit "A" as "easement to be vacated" and shown thereon as the area within the easement fifty feet (50') in width, being twenty-five feet (25') on either side of the center line of the line shown running from Point A to Point B on the sketch plat attached hereto.

AND THIS DEED OF VACATION OF EASEMENT AND DEDICATION OF EASEMENT FURTHER WITNESSETH: That for and consideration of the foregoing and

mutual benefits to accrue to the parties hereto, the said HELEN RUNNELLS DuBOIS, TRUSTEE of the Hectine Interests Revocable Trust dated May 1, 2006 as Grantor does hereby grant and convey unto HELEN RUNNELLS DuBOIS, TRUSTEE of the Hectine Interests Revocable Trust dated May 1, 2006 as Grantee, a fifty foot (50') wide right of way over the above described aforesaid Parcel 4 and Parcel 5 as the same is more particularly shown and described on the aforesaid sketch plat attached hereto as Exhibit "A" and shown thereon as "easement to be granted" which right of way shall be fifty feet (50') in width, being twenty-five feet (25') on either side of the center line of the line shown running from Point C to Point D on the sketch plat attached hereto, which easement shall be for purposes of ingress and egress to and from Parcel 4 (Tax Map 15-4C) and Parcel 5 (Tax Map 15-4) and which shall in all other respects be subject to the terms and conditions set forth in the Deed of Partition recorded in Deed Book 136, page 608 as modified by Right of Way Agreement (Relocation) recorded as Instrument Number 01-76 and by Vacation of Right of Way recorded as Instrument Number 01-152 in the aforesaid Circuit Court Clerk's Office.

WITNESS the following signatures and seals.

[One (1) counterpart signature page follows]

the Hectine Interest Revocable Trust
Helen Runnells DuBois Trustee (SEAL)
HELEN RUNNELLS DuBOIS, TRUSTEE of
the Hectine Interest Revocable Trust
(WRD)

Washington
STATE OF ~~VIRGINIA~~

COUNTY OF *District of Columbia*, ss;

I, *MUATA J. Langley*, a Notary Public in and for the
County and State aforesaid, hereby certify that *Helen Runnells DuBois*, Trustee of
the Hectine Interest Revocable Trust, whose name is signed to the foregoing writing,
has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this *19* day of *September*, 2007. *Muata J. Langley*
Notary Public, District of Columbia
My Commission Expires: *9/14/10*

(SEAL)

Runnells (WRD)
Notary Public

My commission expires: *9.13.2010*

My notary registration number: *N/A*

Christopher Carr (SEAL)
CHRISTOPHER KINDER CARR

Washington, DC
STATE OF ~~VIRGINIA~~

COUNTY OF *District of Columbia*, ss;

Loretha Brooks, a Notary Public in and for the
County and State aforesaid, hereby certify that *Christopher Kinder Carr*, whose name
is signed to the foregoing writing, has this day acknowledged the same before me in
my County and State aforesaid.

Given under my hand this *4th* day of *October*, 2007.

(SEAL)

Loretha Brooks
Notary Public

My commission expires: *4-30-08*

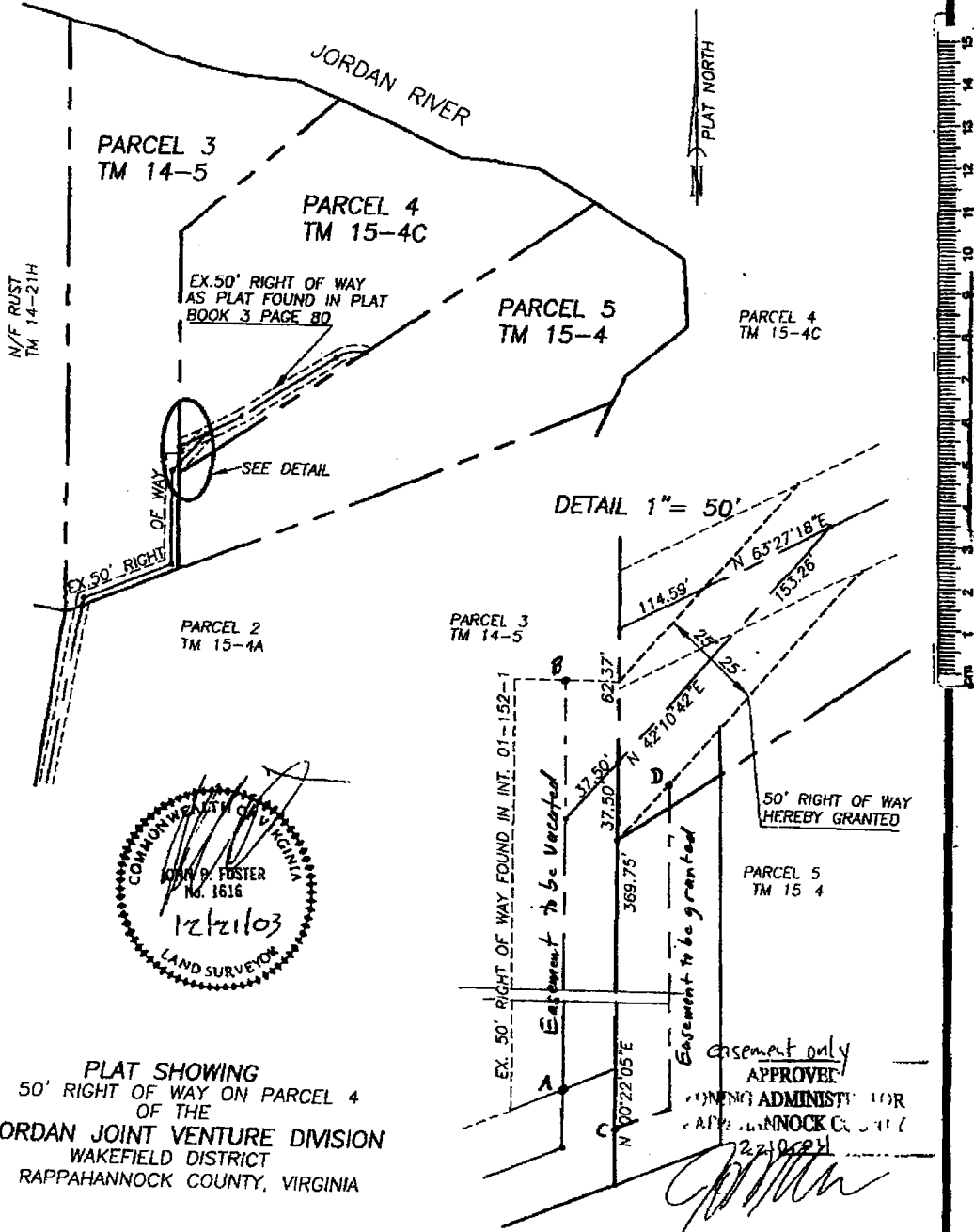
My notary registration number: *N/A*

Loretha Brooks
Notary Public District of Columbia
My Commission Expires: *4/30/08*

07-1612-5

NOTES

- 1) THIS EASEMENT PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO REFLECT ALL EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED AS AN AID FOR THE CONSTRUCTION OF FENCE OR OTHER IMPROVEMENTS.
- 2) THE JORDAN JOINT VENTURE DIVISION WAS SURVEYED AND PLATTED BY OTHERS AND IS RECORDED IN PLAT BOOK 3 PAGE 80 OF THE RAPPAHANNOCK COUNTY LAND RECORDS AND DOES NOT REPRESENT A FIELD SURVEY BY THIS FIRM.
- 3) UNDER GROUND UTILITIES MAY EXIST, BUT ARE NOT SHOWN.
- 4) TAX MAP 14-5, TAX MAP 15-4C, AND TAX MAP 15-4



PLAT SHOWING
50' RIGHT OF WAY ON PARCEL 4
OF THE
JORDAN JOINT VENTURE DIVISION
WAKEFIELD DISTRICT
RAPPAHANNOCK COUNTY, VIRGINIA

SCALE: 1" = 400'

DRAWN BY JF

DATE: 12/21/03

JOB # 0312002

JOHN P. FOSTER L.S.

7778 CITATION DRIVE
MARSHALL, VIRGINIA
540-364-1111 INSTRUMENT #070001612

EXHIBIT

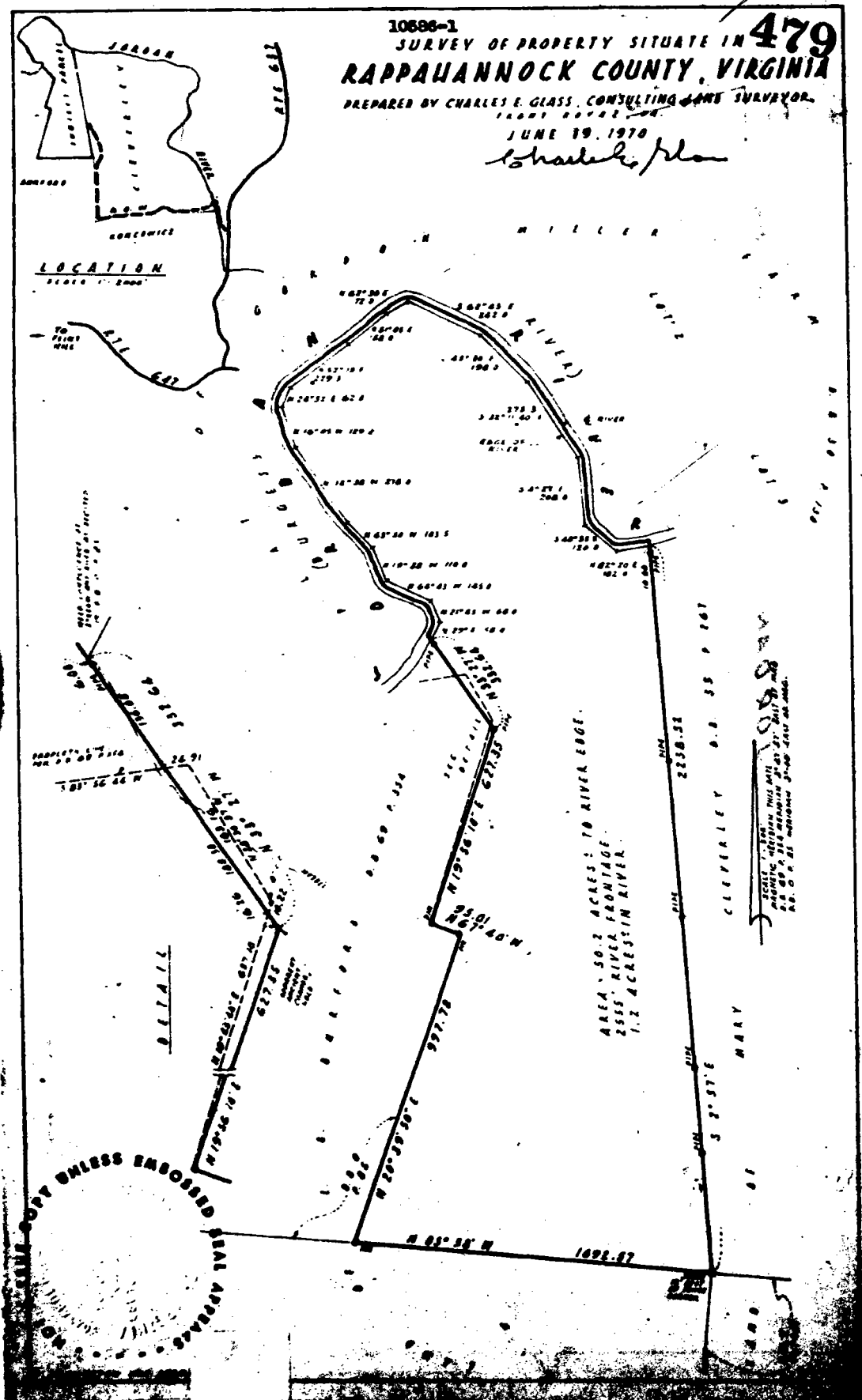
A

RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
OCTOBER 9, 2007 AT 02:10PM
DIANE BRUCE, CLERK

RECORDED BY: DKB

(R/w)

98



98

480

LAND OF KUNCENICZ

LAND OF CLEVELAND

JORDAN RIVER

RIVER

AREA 11 ACRES

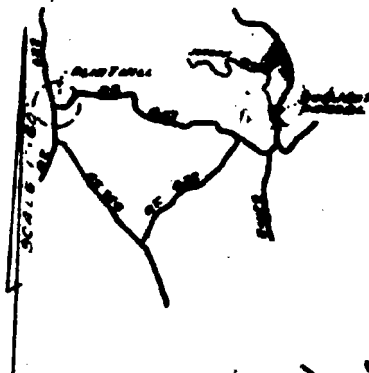
LAND OF

COLONIA

ICE CREAM

ROUTE 687

10586-8-98901



SURVEY OF PROPERTY SITUATED IN
RAPPAHANNOCK COUNTY, VIRGINIA
PREPARED BY CURTIS S. BLOOM, PROFESSIONAL LAND SURVEYOR
APRIL 11, 1967

Shubert, Phil

BEARING MAGNETIC

DEED OF BARGAIN AND SALE

THIS DEED, made this 10th day of October, 1970,
by and between MARY U. CLEVERLEY, a widow, of Flint Hill, Virginia,
Grantor and THOMAS H. ANDREWS, JR. and MARY LOUISE ANDREWS, his
wife, as Tenants by the Entirety, of 7208 Burtonwood Drive,
Alexandria, Virginia, Grantees,

WITNESSETH: That for and in consideration of the sum
of Ten Dollars (\$10.00) cash in hand paid to the Grantor herein by
the said Grantees, and other good and valuable considerations,
the receipt of which is hereby acknowledged, said Grantor does
hereby bargain, sell, grant and convey with General Warranty of
Title, unto the said Thomas H. Andrews, Jr. and Mary Louise
Andrews, as Tenants by the Entirety with the full common law right
of survivorship and not as tenants in common, all of the following
described parcel of land and privileges and appurtenances there-
with connected, situate, lying and being in the Wakefield
Magisterial District, Rappahannock County, Virginia, and described
as follows:

Beginning at a planted stone marking the north
west corner of that tract described in Deed Book
Y page 148, said point being the south easterly
corner of parcel herein described and corner to
L.B. Burford; running thence with Burford N 83 deg. 58'
W. 1092.57 feet to an iron pin, corner to Burford;
thence with Burford N 20 deg. 39' 50" E 997.78 to
an iron pin, corner to Burford; thence with Burford
N 67 deg. 40' W 95.01 to an iron pin, corner to
Burford; thence with Burford N 19 deg. 56' 10"
E 627.35 feet to an iron pipe, corner to Burford;
thence with Burford N 33 deg. 27' W, passing an
iron pipe at 326.64 feet, 332.64 feet to edge of the
Jordan River; thence with edge of river N 29 deg. E
58.0, N 21 deg. 43' W 68.0, N 64 deg. 43' W 145.0
N 19 deg. 38' W 110.0, N 43 deg. 50' W 103.5, N
32 deg. 38' W. 278.0, N 16 deg. 05' W 129.0, N 24 deg.
32' E 62.0, N 52 deg. 13' E 229.3, N 51 deg. 03' E.
158.0 N 62 deg. 30' E 72.00, S 62 deg. 45' E 242.0,
S 43 deg. 30' E 198.0, S 32 deg. 11' 40" E 273.3,
S 4 deg. 27' E 208.00, S 48 deg. 35' E 120.0, and
N 82 deg. 20' E 102.0 feet to a point on the

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southerly edge of the Jordan River; thence leaving River, and running through lands of Mary Cleverley, S 2 deg. 57' E, passing through a pipe at 10.00 feet, 2,238.52 feet to the point or place of beginning. Containing 50.2 acres more or less. TOGETHER WITH all right, title and interest to the center line of the Jordan River, also known as Burgess River. The above description is portrayed in a survey by Charles E. Glass, C.L.S. June 19, 1970, which said survey is attached hereto and filed herewith.

The parcel of land hereby conveyed is a part of a larger tract conveyed to the Grantor by Earl Putnam by Deed recorded in Deed Book 55, page 267 of the land records of Rappahannock County, Virginia. This parcel also includes a small tract conveyed by Quit Claim Deed to the Grantor by L. B. Burford and Fisher E. Burford, his wife, as recorded in Deed Book 98, page 175 of the land records of Rappahannock County, Virginia.

The property hereby conveyed is entitled to and is hereby granted in perpetuity a 50 foot right of way beginning at the entrance to the lands of Mary Cleverley, on the south side of Route #637, along the river bank to the bridge, across the bridge and thence along an existing road paralleling the Junciewicz-Cleverley line to a stone 12 feet East of fence corner, as shown on the Glass Survey, attached hereto and filed herewith. The said right of way shall be kept open with unimpeded and unfettered free ingress and egress over said right of way to and from said parcel served thereby or any subdivision thereof.

Grantor further covenants that she has the right to convey said land to the Grantees, that she has done no act to encumber the said land and that the same is free of all encumbrances, that the Grantees shall have quiet and peaceful possession of said land and that such other and further assurances of title to said land as may be requisite will be executed by the Grantor.

WITNESS the following signature and seals:


Mary U. Cleverley

STATE OF VIRGINIA }
COUNTY OF RAPPAHANNOCK } ss.

I HEREBY CERTIFY that on this 10 day of October, 1970, before me the subscriber Notary Public in and for the County and State aforesaid, personally appeared in said County and State MARY U. CLEVERLEY and acknowledged the foregoing deed to be her act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this 10 day of October, 1970.


Notary Public.

My Commission expires: April 6, 1971

VIRGINIA:

Clerk's Office of Rappahannock Circuit Court, October 12, 1970. THIS DEED was this day received in the said office and with the certificate admitted to record at 2:40 o'clock P. M. I hereby certify that the additional tax of \$3.00 pursuant to Section 58-54.1 of the 1950 Code of Virginia as amended has been paid.

Teste: E. M. Jones, Clerk
E. M. Jones

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VIRGINIA:

IN THE CIRCUIT COURT OF RAPPAHANNOCK COUNTY

VIRGINIA ELECTRIC AND POWER COMPANY,
a Virginia corporation,

Petitioner,

v.

JORDAN JOINT VENTURE, ET AL,
and 0.75 Acre, More or Less,
of Land, Located in Rappahannock
County, Virginia,

Defendants.

PETITION FOR
CONDEMNATION

LAW NO. 694

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF RAPPAHANNOCK COUNTY,
VIRGINIA:

Your Petitioner, Virginia Electric and Power Company
(the Company), a public service corporation organized and doing
business under the laws of the Commonwealth of Virginia, respect-
fully represents:

(1) That it is a public service corporation engaged in
the manufacture, distribution and sale of electricity to the public
of the Commonwealth and, as such, is authorized by Title 56,
Chapter 2 and Title 25, Chapter 1.1 of the Code of Virginia, 1950,
as amended, and the laws of the Commonwealth to acquire by the
exercise of eminent domain any lands or estates or interests
therein, rights of way, easements or other interests in lands, for
its use in serving the public.

(2) That the work or improvements to be made by the Com-
pany, as described herein, are necessary to meet the increasing
demands for electricity throughout the entire system of the Company,
particularly in Northern Virginia.

(3) That the public uses for which the perpetual rights,
privileges and easement of right of way described herein are to be

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acquired are the construction, operation and maintenance of the Company's Mount Storm-Morrisville Transmission Line extending a distance of 46 miles, more or less, from a point in the Frederick County, Warren County, Virginia line, eastwardly through Warren, Rappahannock, Fauquier and Culpeper Counties, Virginia, to the proposed Morrisville Substation in Fauquier County, Virginia, in order to furnish electric service to the public.

(4) That a description of the work or improvements to be made upon the easement of right of way described herein is the construction, operation and maintenance of one or more lines of poles, towers or structures, together with all wires, attachments, equipment, accessories and appurtenances desirable in connection therewith (the facilities), for the purpose of transmitting or distributing electric power. The said perpetual right, privilege and easement of right of way extends over, upon and across certain lands and property situated in Rappahannock County, Virginia, herein sought to be condemned. A plat disclosing the nature of such work or improvements, including the maximum dimensions of typical poles, towers and structures, is attached hereto as an exhibit.

There are no cuts, fills, trestles or bridges to be made in connection with the use by the Company of the easement at any time and the contour of the land will remain as at present with the exception of planting the poles, towers and structures.

(5) That as to the property to be taken or damaged, the names and residences of the defendants who are joined as owners thereof, or of some interest therein (the Owners), are the following:

PARCEL NO. 64-A: Toby Turner (Trustee), 17 Legend Land, Houston, Texas 77024; Philip Silcott (Trustee), 13517 Ellendale Drive, Chantilly, Virginia 22021; Maurice F. Biddle (Trustee), Flint Hill, Virginia 22627.

Correct address for Philip Silcott (Trustee)
732 Lawton Street
McLean, Virginia 22101 Phone: 703-790-9081

(6). That the estate, interest or rights sought to be acquired are the perpetual right, privilege and easement of right of way, as hereinabove and hereinafter more particularly described, over, upon and across the lands described herein situated in Rappahannock County, Virginia.

The facilities installed on said easement of right of way shall remain the property of the Company. The Company shall have the right to inspect, rebuild, remove, repair, improve, relocate such facilities on such right of way, and make such changes, alterations, substitutions, additions to or extensions of its facilities as the Company may from time to time deem advisable. The facilities shall be constructed in accordance with national safety codes in effect at the time of construction.

The Company shall at all times have the right to keep the right of way clear of all buildings or structures (except fences), trees, stumps, roots and undergrowth, and shall have the further right to trim or fell any tree outside the right of way which, in the opinion of the Company, constitutes a hazard to, or may endanger the safe or proper operation of its facilities. Such a tree shall be any tree which in falling or being felled could come within ten feet of any conductor. All trees, limbs and undergrowth cut or felled by the Company and all stumps and roots uprooted by the Company may be disposed of by the Company within six months after they are cut, felled or uprooted. If the Company elects not to dispose of any or all of such trees, limbs, stumps, roots and undergrowth cut or uprooted on the right of way, such trees, limbs, stumps, roots and undergrowth shall be placed by Company in piles on the right of way where they will not block streams or drainage ditches. If the Company elects not to dispose of any or all of the trees and limbs cut, felled or which fall outside the right of way, the Company will in general leave them where they are felled or fall, with the trees limbed, and so as not to block streams and drainage

ditches. All trees, limbs, stumps, roots and undergrowth cut and uprooted by the Company and not disposed of by the Company within six months after they are cut or uprooted shall be and remain the property of the Owners. All trees felled by the Company outside the right of way six months or more after the Company completes the initial construction of facilities on the right of way shall be paid for at their then local market value.

The Company shall have the further right, but not the obligation, to plant selective trees and shrubs within the right of way at public road crossings in wooded areas.

For the purpose of constructing, inspecting, maintaining or operating its facilities, the Company shall have the right of ingress to and egress from the right of way over such private roads as may now or hereafter exist on the property of Owners. Any damages resulting to such private roads from such use shall be repaired by the Company at its expense. The right, however, is reserved to Owners or their assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the right of way, the Company shall have such right of ingress and egress over the property of Owners adjacent to the right of way and lying between public or private roads and the right of way, which right is to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owners. The Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.

The Company shall repair damage to fences or other improvements and shall pay the Owners for any damage to crops, either inside or outside the right of way, when such damage results from the construction, inspection or maintenance of the Company's facilities, ~~provided the Owners give written notice thereof to the Company within ninety days after such damage occurs.~~ STT

The Owners, their successors and assigns, may use the right of way for any purpose not inconsistent with the rights herein sought to be condemned including, but not limited to, the right to construct, operate and maintain passways, roads, streets, railroad tracks, ditches, water, sewer, telephone, electric or other utility lines across the right of way, in such manner that the angle between the center line thereof and the center line of the right of way shall be not less than forty-five degrees, provided that such use does not interfere with or endanger the construction, operation or maintenance of the Company's facilities; that no buildings or other structures may be constructed on the right of way except as herein provided; and that the Owners shall not excavate or place fill material on said right of way or place or lay septic tanks or drain fields on said right of way, without the prior written consent of the Company. The Company shall at all times have the paramount right to cross or cut through such passways, roads, streets, railroad tracks, water, sewer, telephone, electric or other utility lines and to interrupt the use thereof, for the purpose of constructing, maintaining, operating, repairing, altering or replacing its facilities, provided, however, that any damage done by the Company in the exercise of such paramount right shall be repaired at the Company's own cost and expense.

Two types of structures may be erected on said right of way, namely, single poles or multiple poles with or without cross-arms and metal towers. The individual poles will not exceed a height of 150 feet. Metal towers will not exceed a height of 150 feet, and the measurement of the base of the metal towers will not exceed 50 feet square. In no case will clearances of conductors be less than that specified for the voltages concerned by the national safety codes in effect at the time of construction. No buildings or substations will be erected on the right of way herein sought to be condemned. Low voltage transformers may, however, be mounted on poles.

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(7). That the easement sought to be acquired over, upon and across the lands of Owners, the location and bounds thereof, and the quantity of land included within said easement is shown by plat of survey of the said easement of right of way attached hereto as an exhibit.

The easement of right of way 150 feet in width designated as Parcel No. 64-A is described by reference to a center line which is shown on the plat attached hereto, and is described as follows:

PARCEL NO. 64-A: (Jordan Joint Venture, et al)

Beginning at Station 1148 plus 30.7 in the property line dividing property of Owner and that of Lockett B. Burford and Fisher E. Burford, which point is S. 0° 29' E. 1141.2 feet along said property line from a property corner, marked by a set stone; thence S. 47° 19' E. 216.9 feet to Station 1150 plus 47.6 in the property line dividing property of Owner and that of Witold Kuncewicz and Dorothy A. Kuncewicz, which point is N. 85° 04' E. 158.7 feet along said property line from a property corner. It being the intention of Company to condemn, by the foregoing description, an easement over all property of Owner lying within the outer boundaries of a right of way 150 feet in width, as shown on said attached plat.

Being a portion of the same real estate conveyed to Jordan Joint Venture, and William R. Shelton, Trustee, by deed from Mary U. Cleverley, single, dated June 2, 1972, recorded in Deed Book 103, page 485; Jordan Joint Venture, by William R. Shelton, Trustee, conveyed one-half interest to Toby Turner by deed dated May 16, 1975, recorded in Deed Book 115, page 462 and William R. Shelton, Trustee for Jordan Joint Venture conveyed 1/2 interest to Toby Turner and Philip B. Silcott, Co-Trustees for Jordan Joint Venture by deed dated June 24, 1976, recorded in Deed Book 119, page 570, all in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia.

(8) That there has been compliance with the provisions of Section 25-46.5 of the Code of Virginia, 1950, as amended, in that the Company, through its officers and agents, has made bona fide but ineffectual efforts to acquire the said easement of right of way by purchase from Owners, but said efforts have failed because Company and Owners have been unable to agree upon the price of the same.

(9) That the award of the commissioners is to be in full and total payment for the right of way; for all trees, undergrowth and other obstructions within the right of way; for all trees outside of the right of way trimmed or felled during the initial construction of the Company's facilities and within six months thereafter, for all other rights and privileges hereinabove set forth, and for any damages to the residue of the Owners land.

(10) That authority has been obtained from the Company's Board of Directors for the acquisition of the rights, privileges and easement of right of way herein described.

WHEREFORE, your Petitioner prays for judgment that the estates, interests, or rights hereinabove described be condemned and that the titles thereto be vested in your Petitioner; that just compensation for such right of way to be taken and the damages, if any, to any other property, as a result of the taking and use by your Petitioner, beyond the peculiar benefits, if any, by reason of such taking and use by your Petitioner, be ascertained and awarded; that distribution of such awards be made by the Court in the manner prescribed by law.

VIRGINIA ELECTRIC AND POWER COMPANY

By

L. H. Johnson
Vice President

Thomas V. Monahan, Esquire
Hall, Monahan, Engle, Mahan & Mitchell
9 East Boscawen Street
Winchester, Virginia 22601

Joseph M. Spivey, III, Esquire
Hunton & Williams
707 East Main Street
Richmond, Virginia 23212

Counsel

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COMMONWEALTH OF VIRGINIA)
CITY OF RICHMOND) To-wit:

This day L. D. Johnson, III personally
appeared before me, Betty S. Mauck, a Notary Public
in and for the City of Richmond, Commonwealth of Virginia, in my
City aforesaid, and being first duly sworn, says that he is a Vice
President of Virginia Electric and Power Company, and as such is
duly authorized to execute the above Petition, and that the matters
and things stated therein are true to the best of his knowledge and
belief.

Given under my hand this 30th day of December,
1976.

My commission expires June 23, 1979.

Betty S. Mauck
Notary Public

Filed in the Clerk's Office this 13 day of Dec, 1976
Writ Tax \$ 2.00 Fees:
Fee 25.00
Deposit
Total Paid \$ 27.00 B. S. Smith Clerk
RA b. c.

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THOMAS H. ANDREWS, JR. &
MARY LOUISE ANDREWS

SET STONE

LOCKETT B. BURFORD &
FISHER E. BURFORD

JORDAN JOINT VENTURE

64A

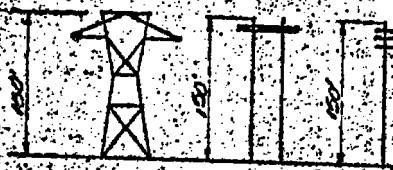


EQUATION: 1150 ± 05.1 BK
 1175 ± 20.5 AND

N 65° 04' E
R. FENCE 1150 ± 47.6

WITOLD KUNCENICZ &
DOROTHY A. KUNCENICZ

JO. 30E



0.75 AC.

TYPICAL STRUCTURE

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VIRGINIA ELECTRIC AND POWER COMPANY		
MT. STORM - MORRISVILLE		
TRANSMISSION LINE		
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
WITH		
JORDAN JOINT VENTURE		
DISTRICT	COUNTY	STATE
WAKEFIELD	RAPPAHANNOCK	VA.
SCALE: 1 INCH = 200 FT.	NO. 64A	
DATE	DRAWN BY	
JULY 27, 1972	STONE & WEBSTER ENL. CORP.	

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IN THE CIRCUIT COURT OF THE COUNTY OF RAPPAHANNOCK ON
WEDNESDAY, NOVEMBER 22, NINETEEN HUNDRED SEVENTY EIGHT
PRESENT: THE HONORABLE RAYNER V. SKEAD, JUDGE

VIRGINIA:

IN THE CIRCUIT COURT OF RAPPAHANNOCK COUNTY

VIRGINIA ELECTRIC AND POWER COMPANY,)
a Virginia corporation,)
)
Petitioner,)
)
v.)
)
JORDAN JOINT VENTURE, ET AL. and)
0.75 Acre, More or Less, of Land,)
Located in Rappahannock County,)
Virginia,)
)
Defendants.)

ORDER
LAW NO. 694

This day came Virginia Electric and Power Company, the
condemnor herein, by counsel, and moved the Court to confirm the
Report of Condemnation Commissioners (the Report), which Report,
together with the Certificate of the Clerk of this Court who ad-
ministered the oath to the said commissioners, was duly returned
to and filed by the Court herein on the 14th day of September,
1978, wherein the following award was made:

	Value of property to be taken	Damages, if any, to any other property	Total Award of just compensation
PARCEL NO. 64A:	\$1,000.00	\$37,500.00	\$38,500.00

The names and residences of the defendants who are
joined as owners thereof, or of some interest therein, are the
following:

Toby Turner (Trustee), 17 Legend Land,
Houston, Texas 77024; Philip Silcott
(Trustee), 13517 Ellendale Drive,
Chantilly, Virginia 22021; Maurice F.
Biddle (Trustee), Flint Hill, Virginia 22627.

And it appearing to the Court that no exceptions have
been filed to the Report and no cause has been shown against the
Report, it is

ADJUDGED, ORDERED AND DECREED that the Report be, and

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it hereby is, confirmed and approved.

It further appearing to the Court that Thomas H. Andrews and Mary Louise Andrews (the Andrews) filed a Petition to Intervene on September 12, 1978, and by counsel, represented to the Court on November 13, 1978 that they relinquish and waive any right they may have to participate in the award of \$1,000.00 for the value of the easement taken, which award represents a full and fair determination of just compensation for all rights in the easement condemned herein including the rights of the Andrews, but that the Andrews do not waive or relinquish any right to seek from Virginia Electric and Power Company in a separate proceeding, damages, if any there be, to the remainder of the Andrews' property as described more fully in Petition to Intervene, it is

FURTHER ORDERED that Petition to Intervene be, and it hereby is, denied, but that this denial shall in no way be construed to impair the right of the Andrews to bring a separate proceeding seeking compensation for damages, if any there be, to their property serviced by the right of way over which the Power Company has in this action obtained an easement.

It further appearing to the Court that Virginia Electric and Power Company has heretofore paid into Court the sum of \$38,500.00, which sum is equivalent to the amount awarded by the condemnation commissioners as shown by the Report filed herein on September 14, 1978 it is

FURTHER ADJUDGED, ORDERED AND DECREED that the title to the rights, privileges and easement in and to the property, all of which are more particularly described in the Petition for Condemnation and the exhibit attached thereto for Parcel No. 64A, filed herein, is hereby vested in Virginia Electric and Power Company; provided that the following portion of paragraph (6) on page 5 of the Petition for Condemnation has been deleted therefrom by Order dated September 7, 1978:

For the purpose of constructing, inspecting, maintaining or operating its facilities, the Company shall have the right of ingress

to and egress from the right of way over such private roads as may now or hereafter exist on the property of Owners. Any damages resulting to such private roads from such use shall be repaired by the Company at its expense. The right, however, is reserved to Owners or their assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the right of way, the Company shall have such right of ingress and egress over the property of Owners adjacent to the right of way and lying between public or private roads and the right of way, which right is to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owners. The Company shall be liable for all damages resulting from its exercise of the right of ingress and egress;

and further provided that Virginia Electric and Power Company has agreed to build or erect no poles, towers or structures of any kind on or within that part of the 50-foot roadway, claimed as an easement by the Andrews, which lies within the easement herein condemned.

It is FURTHER ORDERED that the Clerk of this Court make, certify and record in the current Deed Book in her office, pursuant to § 25-46.27 of the Code of Virginia, 1950, as amended, a copy of the Petition for Condemnation, the exhibit attached thereto for Parcel No. 64A, and a copy of this Order and duly index the same in the name of the Virginia Electric and Power Company, as Grantee, and in the names of the Owners whose land is affected by this proceeding, as the Grantors, and the names of the Andrews as the Grantors. The Clerk of this Court shall also release the lis pendens affecting the land described in this proceeding as Parcel No. 64A.

It is FURTHER ORDERED and DIRECTED that the costs herein, including \$20.00 each plus mileage to the commissioners appointed herein, namely: A. F. Cannon; Henry Hudson, John

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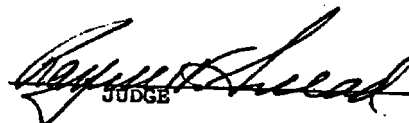
Alexander; William T. Wayland and George K. Miller; and the sum of \$10.00 each plus mileage to H. B. Wood, Jr.; Charlie Compton; Thomas L. Eastham; T. V. Williams; E. N. Pride; E. J. Welch and John Walker Jenkins, who were summoned and appeared but did not serve herein, shall be paid by Virginia Electric and Power Company, and the same shall be charged and taxed by the Clerk as a part of the costs of this proceeding as provided by law.

It is FURTHER ORDERED that upon presentation to the Clerk of a certificate by counsel for the Owners of Parcel No. 64A that all persons having an interest in the monies paid into Court for the benefit of the Owners of Parcel No. 64A are before the Court, that counsel for the Owners of Parcel No. 64A is familiar with the title to the property acquired by Virginia Electric and Power Company in this proceeding, that there are no tax or other liens against the real estate and that the entire award may properly be paid to the Owners of Parcel No. 64A, the Clerk shall pay unto Toby Turner (Trustee), Philip Silcott (Trustee), ~~Monroe, et al.~~ and George H. Davis, Jr., their attorney, the sum of \$38,500 from the funds currently on deposit in this proceeding.

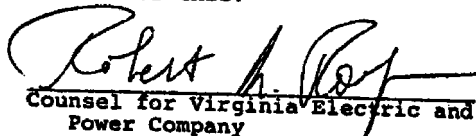
This cause is ended.

Dated: Nov 22, 1978

Enter this:


JUDGE

We ask for this:


Counsel for Virginia Electric and
Power Company

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Seen:

George H. Davis, Jr.
Counsel for Owners of Parcel
No. 64A

Peter H. Luhn
Counsel for Thomas H. Andrews
and Mary Louise Andrews

11-22-78: Copies sent.

02-2176-1

RIGHT-OF-WAY AGREEMENT
(Distribution - Virginia)

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, CARR, CHRIS

the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY, a Maryland and Virginia corporation (dba Allegheny Power), its successors and assigns, (the "Company") a right-of-way TEN feet (10) wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead ~~and/or~~ underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables, and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in

District of Rappahannock County, Commonwealth of Virginia, acquired by me/us from Philip B. Silcott & Marjorie D. Silcott

by deed dated the 8th day of January, 2001, of record in Ind Book No. 01-077 Page of the land records of Rappahannock County, Commonwealth of Virginia together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system to be located as indicated on Company's Drawing No. 492623, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

BEGINNING AT ADJOINING PROPERTY OF RUST; THENCE; EXTENDING IN A NORTHERLY DIRECTION TO POINT OF ATTACHMENT; TO CONSIST OF UNDERGROUND CONDUCTORS AND ASSOCIATED EQUIPMENT AND RIGHT OF WAY CLEARING.

Tax# H-5

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor. No structures, except usual fences, may be placed on the right-of-way.

The Company will repair all ruts and pay for all damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

Witness the following signatures and seals this 15th day of March in the year 2002.

GRANTORS:

Commonwealth of Virginia, County of Rapp to-wit:

I hereby certify that on this 15th day of March, 2002 (MONTH/YEAR)
before me, a Notary Public in and for the Commonwealth of Virginia and County aforesaid, personally appeared Chris Carr

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of _____

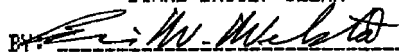
My Commission Expires Jan. 31, 2003

Linda C. Goss
(NOTARY PUBLIC)

11/26/02 Let to: Allegheny Power

02-2176-2

INSTRUMENT #020002176
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
NOVEMBER 26, 2002 AT 12:21PM
DIANE BRUCE, CLERK

BY:  (DC)

ORLEANS

ND# 29093

RIGHT-OF-WAY AGREEMENT
(Distribution - Virginia)

For good and valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements herein contained, I/we, CHRISTOPHER K. CARR

and the undersigned Grantors, grant unto THE POTOMAC EDISON COMPANY (dba Allegheny Power), a Maryland and Virginia corporation, its successors and assigns, (the "Company") a right-of-way TEN feet (10) ^{sq} _{cc} wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an ~~underground~~ ^{overhead} electric and communication system including all necessary ~~poles, anchors,~~ wires, trenches, conduits, cables, and other facilities under ~~over and upon~~ the property which I/we own or in which I/we have any interest, situated in WAKEFIELD District of RAPPAHANNOCK County, being further identified as Tax Map 14 Parcel 5, acquired by me/us from PHILLIP B. & MARJORIE D. SILCOTT by deed dated 8th day of JANUARY 2001, of record in Deed No. 01-077 of the land records of RAPPAHANNOCK County, Commonwealth of Virginia together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system to be located as indicated on Company's Drawing No. WR1165088, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:
BEGINNING AT PAD MOUNT TRANSFORMER #2011592 THENCE EXTENDING IN A NORTHEASTWARDLY DIRECTION APPROXIMATELY 167 FEET THENCE TURNING IN AN EASTWARDLY DIRECTION THENCE ENTERING THE PORPERTY OWNED BY HELEN DUBOIS AND LEAVING THE PROPERTY OF THE GRANTOR.

and to permit the installation of wires, cable, conduit ~~or other facilities~~ of any Company or persons. The Grantors, and their successors in ownership of the property, shall not, and shall not permit others to, plant any trees or erect or place any buildings or other structures on said property, except usual fences, ~~nor alter the surface elevation of said property from the elevation existing upon completion of construction and/or burial of facilities hereunder.~~ The Company shall have the right to install, maintain, operate and replace its underground and ~~overhead~~ facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company shall pay for or repair all damages to fences, crops, and livestock caused by the construction, operation, maintenance, rebuilding and removal of said facilities, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

Witness the following signatures and seals this 26th day of September in the year 2007.

GRANTORS:

<u><i>Chris Carr</i></u>	<u>NA</u>
<u>CHRISTOPHER K. CARR</u>	
<u>3601 CUMBERLAND ST., N.W.</u>	
<u>WASHINGTON, DC 20008</u>	

District of Columbia
Commonwealth of Virginia, County of Washington, D.C. to-wit:

I hereby certify that on this 26th day of September 2007 (MONTH/YEAR)

before me, a Notary Public in and for the District of Columbia and County aforesaid, personally appeared Christopher K. Carr

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of XXXXXXXXXXXXXXXXXX.

My Commission Expires MARTIN F. BORDELL
Notary Public, District of Columbia
My Commission Expires June 30, 2011

Martin F. Bordell
(NOTARY PUBLIC)

Return to: Allegheny Power
303 Washington St
11/17/07 Madison, VA 22027

07-1762-3

INSTRUMENT #070001762
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
NOVEMBER 7, 2007 AT 02:21PM
DIANE BRUCE, CLERK

RECORDED BY: MRR

A handwritten signature in cursive script, appearing to be the initials 'MRR', located below the printed name 'RECORDED BY: MRR'.