

No Consideration
No Title Search Requested or Performed

Robson
Deed Prepared by:
James M. Vitt, Attorney at Law
880A Rio East Court
Charlottesville, VA 22901
434.971.3025

Tax Map No. 47 6 4C

Exemption from recordation tax is claimed pursuant to Section 58.1-811(D), of the Code of Virginia, 1950, as amended.

THIS DEED OF GIFT, made this September 1, 2010, by and between EDWARD W. SCHWAB and AVRA SCHWAB, also known as J. AVRA SCHWAB, husband and wife, **Grantors**, and EDWARD W. SCHWAB and J. AVRA SCHWAB, Trustees, or their successors in trust, under the SCHWAB LIVING TRUST, dated September 1, 2010, and any amendments thereto, **Grantees**, whose address is: 301 River Drive, Stanardsville, Virginia 22973.

W I T N E S S E T H

That for no monetary consideration, and as a gift only, the said Grantors do hereby grant and convey with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, unto the said Grantees, together with the buildings and improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging, all of their right, title and interest in the following described property, to wit:

All those two certain lots or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and situate in the Monroe District of Greene County, Virginia, consisting of a total of 45.000 acres, more or less, and shown and designated as Lot 1 and Lot 3 of a plat, dated July 20, 1978, revised February 23, 1990, made by Robert L. Lum, entitled "The Autumn Hill Vinyards" (the "Autumn Hill Vinyards Plat"), which plat is attached to and made a part of the Deed of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, in Deed Book 225, page 129, together with as an appurtenant easement to Lot 1 and to Lot 3 a non-exclusive perpetual easement of ingress and egress 25 feet in width as shown on the Autumn Hill Vinyards Plat from State Route 603 along the southern boundary of Lot 1 over Lot 2 to Lot 1 and to Lot 3 along the most direct path shown on the Autumn Hill Vinyards Plat.

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Recorded: 09/07/2010
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Marie Durrer, Clerk Circuit Ct
Marie Durrer County Clerk
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File# 2010-00002074

Being the same property conveyed to Edward W. Schwab and Avra Schwab, husband and wife, the Grantors herein, by Deed of Partition, dated March 5, 1990, by Gunther H. Gaede and Anita Gaede, husband and wife, and Edward W. Schwab and Avra Schwab, husband and wife, of record in the Clerk's Office of the Circuit Court of Greene County, Virginia, in Deed Book 225, page 129. Such Deed also references a previous Deed of Partial Partition, dated July 23, 1987, by and between the afore referenced Gaedes and Schwabs, of record in the Clerk's Office aforesaid in Deed Book 188 at Page 108, and which Deed and the subdivisions referenced therein was expressly merged into and extinguished by the Deed of Partition referenced herein in Deed Book 225 at Page 129.

Reference to the aforementioned deeds and plat and the references therein contained is hereby expressly made for a more particular description of the property hereby conveyed and for further derivation of title to the property.

This conveyance remains subject to any mortgage or indebtedness which is in effect at the time of transfer and the undersigned acknowledge that they remain bound by the terms of the mortgage or indebtedness to which the property is subject.

The above property is conveyed subject to all covenants, easements, conditions, restrictions, affirmative obligations and reservations contained in duly recorded deeds, plats, and other instruments constituting constructive notice in the chain of title to the property, which have not expired by a limitation of time contained therein or otherwise become ineffective.

TO HAVE AND TO HOLD the said property as the Trustees of the SCHWAB LIVING TRUST, or their successors in trust, under the SCHWAB LIVING TRUST, dated September 1, 2010. The Grantors herein grant by this deed to the Trustees, or any Successor Trustee(s) the following rights, powers and privileges, in accordance with Section 55-17.1 of the Code of Virginia, as amended:

1. Trustees, including any Successor Trustee, shall have the power to sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any

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ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 1990, by and between GUNTHER H. GAEDE and AMITY GAEDE, husband and wife ("Gaede"), and EDWARD W. SCHWAB and AVRA SCHWAB, husband and wife ("Schwab").

WITNESSETH:

WHEREAS, Gaede is the owner of Lot 2 as shown on a plat, dated July 20, 1978, revised February 23, 1990, made by Robert L. Lynn, entitled "The Autumn Hill Vinyards" (the "Autumn Hill Vinyards Plat"), which is attached to a Deed of Partition, dated March 5, 1990 and recorded in Clerk's Office of the Circuit Court of Greene County, Virginia immediately prior to this instrument;

WHEREAS, Schwab is the owner of Lots 1 and 3 as shown on the Autumn Hill Vinyards Plat;

WHEREAS, each of the above described lots has appurtenant to it a non-exclusive easement or right-of-way for the purpose of ingress and egress from State Route 603 over the 25 foot private road as shown on the Autumn Hill Vinyards Plat;

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

1. The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain, and repair, the road in good and safe condition in accordance with standards set forth below. The parties hereby agree to share in the cost of such maintenance and repair as follows:

(a) for the portion of the road from State Route 603 to the

southeastern corner of Lot 1, the owner of Lot 1 shall be responsible for two-thirds of said costs and the owner of Lot 2 shall be responsible for one-third of said costs; and

(b) for the portion of the road from the southeastern corner of Lot 1 to the intersection of the private road and Lot 3, the owners of Lots 2 and 3 shall share the costs pro rata based on the number of dwellings and commercial facilities served by each of Lot 2 and Lot 3 (presently, using this calculation, Lot 2 and Lot 3 would share the costs equally), provided, however, in the event of further subdivision of either Lot 2 and/or Lot 3, each of the resulting lots so created that will have an easement or right of use of the road shall share any cost and maintenance and repair on a pro rata basis with Lot 2 and Lot 3 (and any resulting subdivision of those two lots) based on the number of dwellings and commercial facilities on the subdivided lot;

provided, however, that in the event a party or such party's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, such party shall be required to repair such damage and bear the cost thereof exclusively.

2. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or

opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

3. There shall be no obligation on the undersigned to upgrade the road to a superior condition than exists on the date hereof unless a majority of the parties obligated hereunder agree thereto in writing; provided, however, that any party shall have the right to upgrade said road to a superior condition at such party's sole expense.

4. Each party hereby grants to the other parties hereto a temporary construction easement across the lot owned by such party for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

5. There shall be a continuing lien upon each lot having a right of use of the road to secure the payment of charges herein provided for road maintenance and repairs, but such liens shall at all times be subject to any first or second deeds of trust placed on the lot until notice of such lien shall have been recorded. If the pro rata share of the cost of maintenance or repairs due hereunder is not paid by the owner of a lot when due, a notice of such nonpayment may be recorded by a majority of the parties or by the person or corporation providing such maintenance or repairs, in the Clerk's Office of the Circuit Court of Greene County, Virginia and from the time of such recordation, the amount stated in such notice, together with interest, costs, and reasonable attorney's fees, shall become a

lien prior to any deeds of trust recorded subsequently to the recording of such notice.

6. The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

7. The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Greene County authorities or by the Virginia Highway and Transportation Department.

8. This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

9. This agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written.

Gunther H. Gaede
Gunther H. Gaede

Anita Gaede
Anita Gaede

Edward W. Schwab
Edward W. Schwab

Avra Schwab
Avra Schwab

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

The foregoing instrument was acknowledged before me in the city/county of Charlottesville, Virginia this 7th day of March, 1990, by Gunther H. Gaede.

Hayley M. Parish
Notary Public

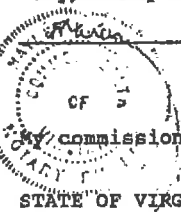
My commission expires: July 21, 1990

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

The foregoing instrument was acknowledged before me in the city/county of Charlottesville, Virginia this 7th day of March, 1990, by Anita Gaede.

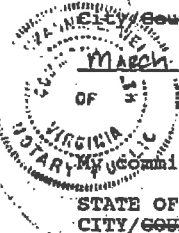
Hayley M. Parish
Notary Public

My commission expires: July 21, 1990



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

The foregoing instrument was acknowledged before me in the
County of Charlottesville, Virginia this 5th day of
MARCH, 1990, by Edward W. Schwab.



Suzanne E. Willis
Notary Public

My commission expires: FEBRUARY 2, 1993

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

The foregoing instrument was acknowledged before me in the
City/County of Charlottesville, Virginia this 5th day of
March, 1990, by Avra Schwab.

Suzanne E. Willis
Notary Public

My commission expires: FEBRUARY 2, 1993



VIRGINIA In the Clerk's Office of the Circuit Court of Greene County, 3-8 1990 The
Inod was this day received in said office, and, upon the certificate of acknowledgment, thereto annexed, s
mitted to record, at 9:03 o'clock A.M., after payment, of \$ _____ tax imposed by, Sec. 58.54 (b):

Co. Tax \$ _____
State Tax \$ _____

Tesic: Marie C. Dwyer
By: Suzanne E. Willis Deputy Clerk
Transfer Fee \$ _____