

Prepared By & Return To: Prescott H. Gay, Sr., 1045
Cottontown Rd., Lynchburg, Va.,
24503

THIS DECLARATION OF EASEMENT AND ROAD MAINTENANCE
AGREEMENT is made this October 11, 2007, by TIMBERLAND
INVESTMENTS, LLC, a Virginia Limited Liability Company,
Grantor and Grantee, party of the first part, whose address
is 107 Cold Branch Rd., Forest, Va., 24551;

W I T N E S S E T H:

WHEREAS, Grantor is the owner of tracts of land
conveyed to Grantor by deed dated September 15, 2004 and
recorded as Instrument #040013521 among the land records of
Rockbridge County, Virginia, which property is located in
the Walkers Creek Magisterial District, Rockbridge County,
Virginia (hereinafter "Property"), and more particularly
described on Schedule "A" herein; and

WHEREAS, it is the desire of the Grantor herein to
establish and confirm easements over the 75 foot right-of-
way described as the "CL 75" r/w over existing road" shown
on a "Plat Showing Parcels Of Property Situated On The
Western Side Of Route 601 Being A Portion Of Property Deeded
To Timberland Investments, LLC As Recorded In Inst. No.
040004727", dated September 7, 2007, made by Dorsey
Surveying P.L.C., and of record in the aforesaid

Revised MAP #TM0090000A00000030, TM00900001000001B1,
TM00900001000002B2, TM00900001000002C2 &
TM0090000A00000010

Clerk's Office in Plat Cabinet 4, at Slide 128, for purposes of ingress, egress and utilities, as an appurtenant easement to a 74.82 acre parcel (Revised Tax Parcels TM0090000A00000030 and TM00900001000001B1) a parcel containing 80.97 acre (Revised Tax Map Parcels TM00900001000002B2 and TM00900001000002C2 and a parcel 112.96 acres (Revised Tax Parcel TM0090000A00000010) as described on the aforesaid plat; and

WHEREAS, Grantor desires to bind itself, its heirs and assigns, for the benefit of the owners of lots described herein to certain liability for the repairs and maintenance of said right-of-way for ingress and egress as hereinafter set forth and declare that lots shall be held, transferred, sold, conveyed, and occupied subject to the obligations imposed by this agreement and all valid amendments hereto, said obligations to run with the land;

NOW, THIS DEED WITNESSETH: That in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor hereby declares, grants and confirms that tracts described on Schedule "A" attached hereto shall be burdened with the right-of-way and easement designated "CL 75' r/w over existing road" from the entrance of State Route 601 onto the aforesaid tracts of land as set forth and described hereinabove for ingress and egress and utilities, said

easements and rights-of-way being an appurtenance to each lot hereinabove described on the aforesaid plat, and said easements and rights-of-way, and responsibility therefore, to be perpetual and run with the land.

and WITNESSETH FURTHER,

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

1. To maintain this road in its present good condition and to share equally in any expense to repair, maintain and or improve the road as it runs from the southern access off State Route 60 onto the "CL 75' r/w over existing road" as described on the aforesaid "Plat Showing Parcels Of Property Situated On The Western Side Of Route 601 Being A Portion Of Property Deeded To Timberland Investments LLC As Recorded In Inst. No. 040004727", provided such expense is agreed to by a majority vote of the respective owners of the aforesaid properties, with one vote per lot owned, as identified by the respective tax map parcel number.

2. The covenants set forth in this declaration of easement and 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.

Grantor, its successors, and assigns reserve the right to make any use of the easements herein granted which may

not be inconsistent with the rights herein conveyed or interfere with the use of said easements for the purposes named, includes the right to assign or convey the use thereof subject to the terms of this agreement; and additionally the right to amend this agreement to correct any inconsistencies which do not unreasonably affect the use of the real estate described herein.

The afore-mentioned trustees, and noteholder, join and assert to this agreement, and subordinate the afore-mentioned mortgage lien thereto, as evidenced by their respective signature and seal affixed hereto.

WITNESS the following signature and seal:


TIMBERLAND INVESTMENTS, LLC, a
Virginia Limited Liability Company

by:  (SEAL)
its Manager

STATE OF VIRGINIA
TO-WIT:
CITY/COUNTY OF Lynchburg

The foregoing instrument was acknowledged before me this 19th day of October, 2007, by JAMES N. YOUNGBLOOD, Manager of TIMBERLAND INVESTMENTS, LLC, a Virginia Limited Liability Company.

My Commission Expires: 11/30/09


Notary Public
ID # 103215

SCHEDULE "A"

PARCEL ONE

All those tracts or parcels of land with all improvements thereon and any appurtenances thereunto and described as being in Walkers Creek Magisterial District, Rockbridge County, Virginia containing 74.82 acres (Revised Tax Parcels TM0090000A00000030 and TM00900001000001B1) described on a "Plat Showing Parcels Of Property Situated On The Western Side Of Route 601 Being A Portion Of Property Deeded To Timberland Investments LLC As Recorded In Inst. No. 040004727, dated September 7, 2007, made by Dorsey Surveying P.L.C.

PARCEL TWO

All those tracts or parcels of land with all improvements thereon and any appurtenances thereunto and described as being in Walkers Creek Magisterial District, Rockbridge County, Virginia containing 80.97 acres (Revised Tax Map Parcels TM00900001000002B2 and TM009000010000002C2) described on a "Plat Showing Parcels Of Property Situated On The Western Side Of Route 601 Being A Portion Of Property Deeded To Timberland Investments LLC As Recorded In Inst. No. 040004727, dated September 7, 2007, made by Dorsey Surveying P.L.C.

PARCEL THREE

All those tracts or parcels of land with all improvements thereon and any appurtenances thereunto and described as being in Walkers Creek Magisterial District, Rockbridge County, Virginia containing 112.96 acres (Revised Tax Parcel TM0090000A00000010) as described on a plat "Plat Showing Parcels Of Property Situated On The Western Side Of Route 601 Being A Portion Of Property Deeded To Timberland Investments LLC As Recorded In Inst. No. 040004727, dated September 7, 2007, made by Dorsey Surveying P.L.C.

IT BEING a portion of the property conveyed unto Timberland Investments, LLC, a Virginia Limited

Liability Company, by Kurt W. Riegel and Lenore S. Riegel (formerly known as Lenore Englemann Blakeley Riegel), by Deed dated September 15, 2004, and of record in the Rockbridge County Circuit Court Clerk's Office as Instrument #040004727.