

09-384-1

THIS DEED, made and entered into this 1st day of April, 2009 by and between SUNNYSIDE MOUNTAIN, LLC, a Virginia limited liability company, party of the first part, hereinafter referred to as GRANTOR; and ALEXANDER SHARP, VII, party of the second part, hereinafter referred to as GRANTEE;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid said Grantor herein by said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor herein hereby bargains, sells, grants, and conveys, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto Alexander Sharp, VII, Grantee herein, all the following described tract or parcel of land, (Tax Map 38-88 and 38-85A) together with buildings and improvements thereon and privileges and appurtenances therewith connected, situate, lying and being in Piedmont Magisterial District, Rappahannock County, Virginia, to-wit:

ALL THAT CERTAIN tract or parcel of land, situated, lying and being in the Village of Sperryville, in Piedmont Magisterial District, Rappahannock County, Virginia, containing 2.19 acres, more or less, and bounded and described according to a survey made by C. T. Guinn, Jr., on August 22, 1963, as follows, to-wit:

Beginning at an iron pipe, a corner to the Miller land and running with land being retained by the Rappahannock Cooperative Fruit Growers, Inc., S 20° 50' W 153 feet to an iron spike; thence, with new lines of the Blue Ridge Fruit Growers Cooperative, Inc., S 70° E 34 feet to an iron spike, S 19° W 10 feet to an iron spike, S 70° E 39 feet to an iron spike, S 19° W 16.2 feet to an iron spike, S 70° E 59.5 feet to an iron spike, S 19° W 75 feet; thence, again with land being retained by the Rappahannock Cooperative Fruit Growers, Inc., S 70° E 325 feet to a point on the west bank of the North Thornton River; thence, along the bank of said river, N 00° 07' W 107 feet, N 7° 07' W 200 feet; thence, leaving the river and running with a line of the Miller Estate, N 75° 07' W 332 feet to the BEGINNING, and containing 2.19 acres, more or less.

--AND--

Tax Exempt Pursuant to Virginia Code Sections 58.1-811(A)(11) & 58.1-811(C)

70 Mountain Avenue
Washington, VA 22747

Grantee's Address:

Baumgardner & Brown
P. O. Box 270, Washington, VA 22747-0270

Prepared by and returned to:

Return to:
Hompton Title Agency
PO Box 235
Washington, VA 22747

ALL THAT CERTAIN tract or parcel of land, situated, lying and being in the Village of Sperryville, in Piedmont Magisterial District, Rappahannock County, Virginia, containing 2.153 acres, more or less, and bounded and described according to a plat and survey made by C. W. Ewing, C.L.S., in June, 1967, as follows, to-wit:

Beginning at the southeast corner of Lot 2 as designated on a plat and survey made by C. W. Ewing, Surveyor, in June 1967, and recorded in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 94, at Page 145, said corner being a corner to the lot hereby conveyed and the lands of J. Clifford Miller; running thence with the lands of Miller S 02° 08' E to a point at the junction of the north branch of the Thornton River and the south branch of the Thornton River; thence continuing with the lands of Miller N 86° 52' W 239.60 feet, N 61° 02' W 200.10 feet, N 56° 01' W 207.20 feet, N 79° 27' W 592.70 feet to a point in the south fork of the Thornton River, thence N 17° 27' E 105.50 feet to a point in State Secondary Route 612 (now 1002), thence N 65° 31' E 26.85 feet to a point on said highway, thence leaving said highway and running with the lines of a lot designated as Lot 7 on said Ewing survey, S 67° 37' E 443.98 feet to an iron pin, a corner to Lots 5 and 7 designated on said Ewing survey, thence S 61° 03' E 325.31 feet, S 65° 22' E 127.96 feet to an iron pin, thence N 14° 00' E 187.78 feet, a corner to Lot 2 in said Ewing survey, thence S 76° 00' E 152.56 feet to the point of beginning and containing in the aggregate 2.153 acres, more or less, which includes 0.434 acres previously conveyed (see DB 42 pg. 415) making 1.756 acres now being conveyed.

LESS AND EXCEPTING THEREFROM, however, that certain tract or parcel of land containing 0.9977 acres, more or less, according to a plat by James G. Butler, Jr. and Associates, P.C., dated January 6, 1992, said tract having been conveyed by quitclaim deed from Alexander Sharp and Rose Ann Sharp dated February 12, 1992 and recorded in Deed Book 190, Page 75 in the aforesaid Circuit Court Clerk's Office.

AND BEING the same property conveyed to Sunnyside Mountain, LLC, a Virginia limited liability company, by deed from Alexander Sharp, VII and Rose Ann Sharp, husband and wife, dated March 31, 2003 and recorded April 1, 2003 as Instrument Number 03-747 in the aforesaid Clerk's Office.

Inclusion of the Tax Map Parcel number in this Deed is pursuant to Section 17.1-252 of the Code of Virginia, 1950, as amended, are not a part of the legal description of the property conveyed, and the Grantor makes no warranty as to their accuracy.

09-384-3

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

WITNESS the following signatures and seals.

SUNNYSIDE MOUNTAIN, LLC, a Virginia limited liability company

BY: *Alex J VII* (SEAL)
ALEXANDER SHARP, VII
Manager and Member

STATE OF VIRGINIA

COUNTY OF *Rappahannock* ss;

I, *Michael T. Brown* a Notary Public in and for the County and State aforesaid, hereby certify that Alexander Sharp, VII whose name is signed as Manager and Member of Sunnyside Mountain, LLC, a Virginia limited liability company, to the foregoing writing, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this *1* day of *April* 2009.

[Signature]
Notary Public

(SEAL)

My commission expires: _____

My notary registration number: _____

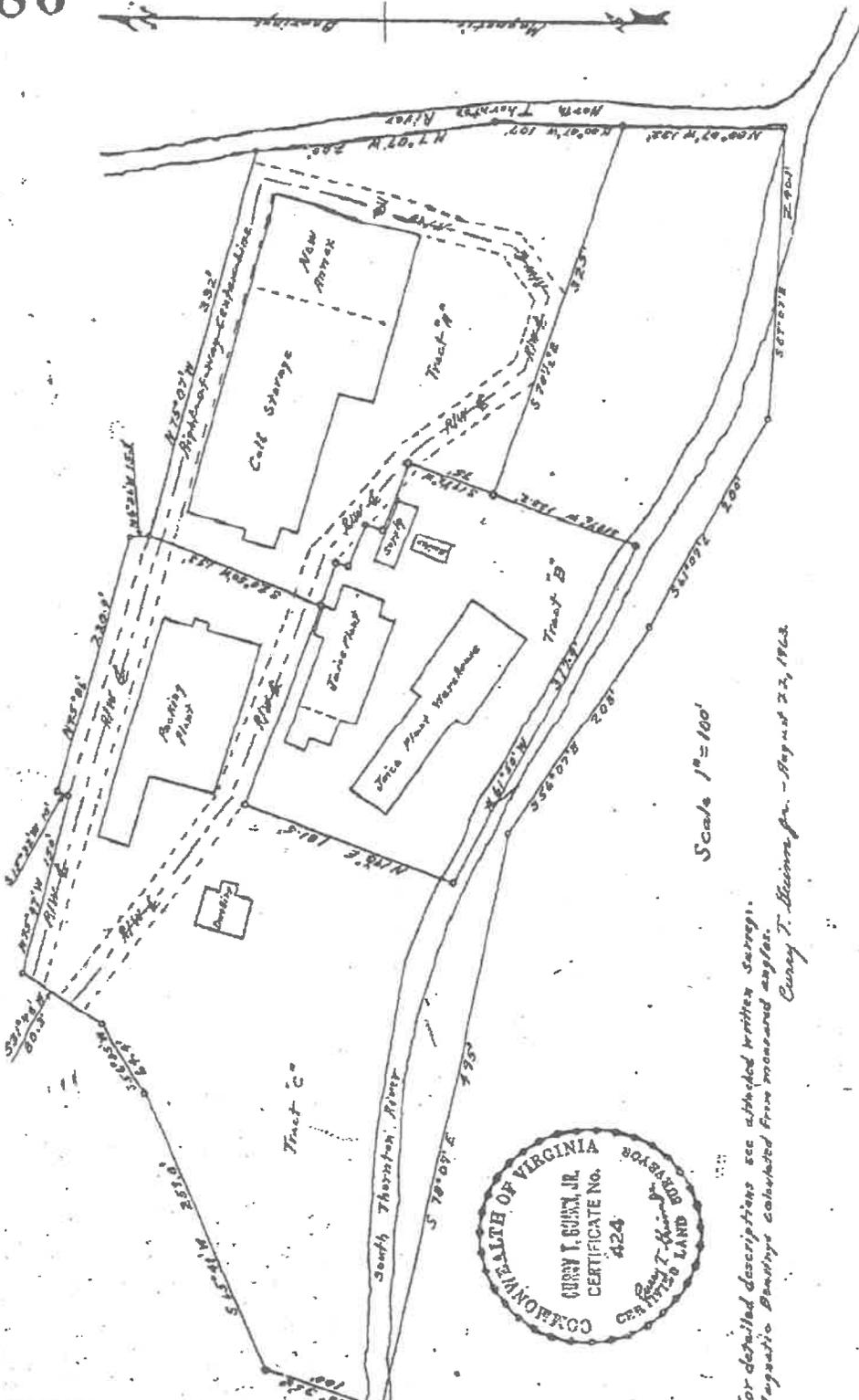


INSTRUMENT #090000384
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
APRIL 1, 2009 AT 11:05AM

DIANE BRUCE, CLERK
RECORDED BY: LWM

[Handwritten Signature]

Plat showing division of land originally owned by Rappahannock Co-operative Fruit Growers, Inc., Sperryville, Virginia. Tract A is Rappahannock Cold Storage Co-operative Corporation. Tract B is Blue Ridge Fruit Growers Co-operative, Inc. Tract C is owned by Rappahannock Co-operative Fruit Growers, Inc.



Scale 1" = 100'

For detailed descriptions see attached written survey. Magnetic bearings calculated from measured angles. Curry T. Bloomer, Jr. - August 22, 1963.

VIRGINIA:
 Clerk's Office of Rappahannock Circuit Court, November 8, 1963.
 THIS DEED AND AGREEMENT WITH PLAT AND SURVEY was this day received in the
 said office and with the certificates admitted to record at 2:05 O'clock P.M.
 Signed: L. M. Janes, Clerk

Tax Maps 38-85A, 38-85B & 38-88

DEED OF EASEMENT MODIFICATION AND BOUNDARY LINE AGREEMENT

THIS DEED OF EASEMENT MODIFICATION AND BOUNDARY LINE AGREEMENT, made and entered into this 15 day of September 2011, by and between, 3 RIVER LANE LLC, a Virginia limited liability company, party of the first part, hereinafter referred to as Grantor, and COPPER FOX ANTIQUES, LLC, a Virginia limited liability company, of PO Box 560, Sperryville, VA 22740, party of the second part, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, by Deed dated September 2, 2009 and recorded September 15, 2009 amongst land records of the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, as Instrument No. 09-1237, the party of the first part acquired from Millennium Bank, N.A. a certain parcel of land described as Lot "B" containing 1.2256 acres, more or less, (Tax Map 38-85B), as more particularly described therein; and

WHEREAS, by Deed of Boundary Adjustment dated September 15, 2011 and recorded September 15, 2011 amongst the land records of the aforesaid Clerk's Office, as Instrument No. 11-976, the party of the first part acquired from the party of the second part a certain parcel of land described as LOT A-1 containing 0.6003 acre, more or less, which parcel was merged into and made a part of Tax Map 38-85B as more particularly described therein; and

WHEREAS, by Deed dated and recorded April 1, 2009 amongst the land records of the aforesaid Clerk's Office as Instrument No. 09-385, the party of the second part acquired from Alexander Sharp, VII a certain parcel of land containing 1.1553 acres, more or less, (Tax Map 38-85A), and a certain parcel of land containing 2.19 acres, more or less, (Tax Map 38-88) as more particularly described therein; and

9/16/11 Ret. to: Baumgardner Brown & Copp
Main Street
Washington, VA 22747

WHEREAS, the party of the first part and the party of the second part hereto wish to modify the rights of way and easements of their respective parcels and agree to the exact boundary between their respective properties and toward that end have had a survey prepared by Clark Land Surveying, P.C., entitled "Easement Plat, 3 River Lane LLC, Piedmont District Rappahannock County, Virginia" dated August 30, 2011, revised Sept 6, 2011, which plat of survey is attached hereto, made a part hereof and incorporated by reference herein (the "Plat").

NOW, THEREFORE, THIS DEED OF EASEMENT MODIFICATION AND BOUNDARY LINE AGREEMENT FURTHER WITNESSETH: that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the party of the second part, the receipt of which is hereby acknowledged by the party of the first part, and that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the party of the first part, the receipt of which is hereby acknowledged by the party of the second part, and for and in consideration of the agreements set forth below, the parties hereto agree as follows:

A. EASEMENT MODIFICATION

1. Vacation of Rights of Way: By Deed and Agreement dated October 31, 1963 and recorded November 8, 1963 amongst the land records of the aforesaid Clerk's Office in Deed Book 80 at page 372, a 22 foot wide right of way was established circling around the buildings located on Tax Maps 38-85B and 38-88 and bordering Tax Map 38-85A, a portion of which is shown on the attached Plat. The party of the first part, 3 River Lane LLC, hereby releases and vacates all rights it may have to any right of way around, circling or bordering Tax Map 38-88 and Tax Map 38-85A presently owned by the party of the second part, Copper Fox Antiques, LLC. The party of the second part, Copper Fox Antiques, LLC hereby releases and vacates all rights it may have to any right of way around or bordering the north side of Tax Map 38-85B presently owned by the party of the first part, 3 River Lane LLC. Nothing herein shall in any manner affect the right of way belonging to the party of the second part, Copper Fox Antiques, LLC, around or bordering the south side of Tax Map 38-85B presently owned by the party of the first part, 3 River Lane LLC.

2. Grant of New Easement: The party of the first part, 3 River Lane LLC, does hereby grant and convey to the party of the second part, Copper Fox Antiques, LLC, a permanent and perpetual easement running with the land for vehicle and pedestrian ingress and egress over and across the "Easement Area" as shown on the Plat for the purpose of accessing the back (i.e.- northern side) of the building on the property of Copper Fox Antiques, LLC.. In addition, the party of the first part, 3 River Lane LLC, does hereby grant and convey to the party of the second part, Copper Fox Antiques, LLC, the right of way for vehicles and pedestrians to pass to and from the Easement Area, by way of the "Pass Through Area" as shown on the Plat, to access Tax Map 38-88 between points "B" and "F" as shown on the Plat, but to the south side of the "Well" as shown by the arrow drawn on the Plat. Further, the party of the first part, 3 River Lane LLC, does hereby grant and convey to the party of the second part, Copper Fox Antiques, LLC, the right to build and maintain a retaining wall between points "A", "C" and "F" as shown on the Plat and the right to maintain the loading ramp presently existing in the Easement Area. The party of the first part, 3 River Lane LLC, shall not construct, maintain and/or store, permanently or temporarily, any structures or vehicles in the Easement Area which will in any manner interfere with the use of the Easement Area granted above to the party of the second part, Copper Fox Antiques, LLC.

B. BOUNDARY LINE AGREEMENT

The party of the first part, 3 River Lane LLC, and the party of the second part, Copper Fox Antiques, LLC, hereby agree that the common boundary line between Tax Map 38-85B, owned by 3 River Lane LLC, and Tax Map 38-88, owned by Copper Fox Antiques, LLC, shall be and is the boundary line as shown by the metes and bounds between points "B" and "E" on the Plat. To the extent that any prior deeds set forth a different common boundary line, the party of the first part, 3 River Lane LLC hereby quit claims and grants to Copper Fox Antiques, LLC any and all land it may own on the southeast side of the line between points "B" and "E" and the party of the second part, Copper Fox Antiques, LLC hereby quit claims and grants 3 River Lane LLC any and all land it may own on the northwest side of the line between points "B" and "E" so that the line between points "B" and "E" is the permanent and recognized common boundary line between Tax Map 38-85B, owned by 3 River Lane LLC, and Tax Map 38-88, owned by Copper Fox Antiques, LLC.

This conveyance includes all rights, privileges, and appurtenances to said property belonging or in anywise appertaining, and is subject to any easements, reservations, and restrictions contained in duly recorded deeds, plats, and other instruments insofar as same affect said property, constituting constructive notice in the chain of title to the said property which have not expired by a time limitation contained therein or have not otherwise become ineffective.

WITNESS the following signatures and seals:

3 RIVER LANE LLC
a Virginia limited liability company

By: _____ (SEAL)
Hieronymus Niessen, Manager

STATE OF VIRGINIA
COUNTY OF RAPPAHANNOCK, to-wit:

The foregoing instrument was acknowledged before me on this 15 day of September, 2011, by Hieronymus Niessen, as Manager, on behalf of 3 River Lane LLC, a Virginia limited liability company.

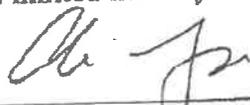
Notary Public

My Commission Expires
Registration No.:



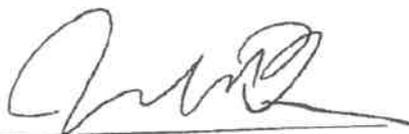
11-977-6

COPPER FOX ANTIQUES, LLC
A Virginia limited liability company

By:  (SEAL)
Alexander Sharp, Manager

STATE OF VIRGINIA
COUNTY OF RAPPAHANNOCK, to-wit:

The foregoing instrument was acknowledged before me on this 16 day of September, 2011, by Alexander Sharp, as Manager, on behalf of Copper Fox Antiques, LLC, a Virginia limited liability company.


Notary Public

My Commission Expires
Registration No.:



Prepared by: Alan Dranitzke
195 Main Street
P.O. Box 501
Washington, VA 22747-0501

INSTRUMENT #110000977
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
SEPTEMBER 16, 2011 AT 11:34AM

MARGARET R. RALPH, CLERK
RECORDED BY: LWV



EASEMENT PLAT 3 RIVER LANE LLC

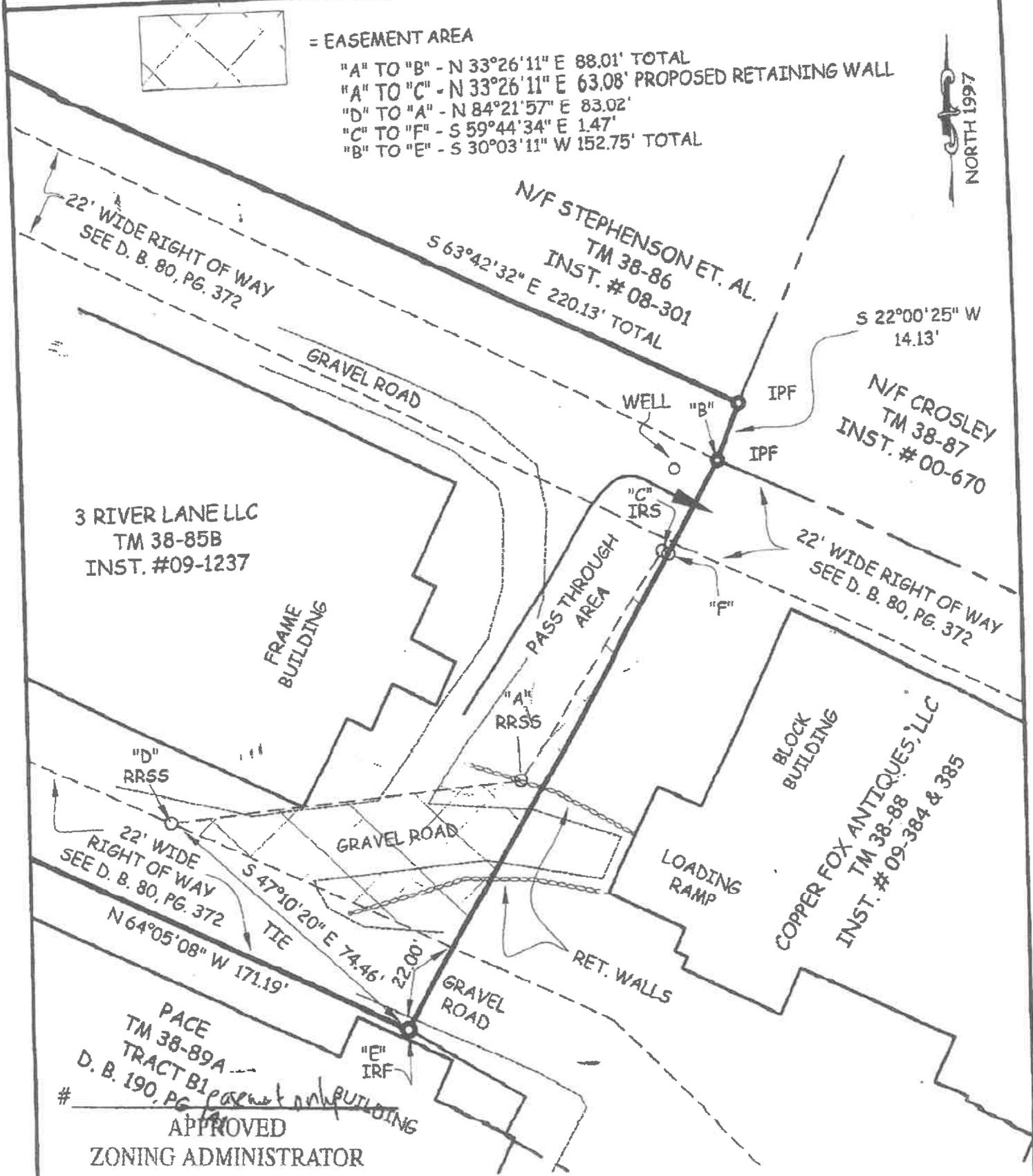
11-977-1

PIEDMONT DISTRICT, RAPPAHANNOCK COUNTY, VIRGINIA



= EASEMENT AREA

- "A" TO "B" - N 33°26'11" E 88.01' TOTAL
- "A" TO "C" - N 33°26'11" E 63.08' PROPOSED RETAINING WALL
- "D" TO "A" - N 84°21'57" E 83.02'
- "C" TO "F" - S 59°44'34" E 1.47'
- "B" TO "E" - S 30°03'11" W 152.75' TOTAL



PACE
TM 38-89A
TRACT B1
D. B. 190, PG. 10
APPROVED

ZONING ADMINISTRATOR
RAPPAHANNOCK COUNTY

DATE 8/11

NOTES:

1. THE EASEMENT AREA SHOWN HEREON IS OVER THE LAND SAID TO BE IN THE NAME OF 3 RIVER LANE LLC AS FOUND IN