

050001249

Tax Map parcels 97-2A, 2B & 2
97-20B, 2043
88-17AGREEMENT

This Agreement made this 20th day of May, 2005, by and between Samuel R. Seward and James E. Seward, hereinafter referred to collectively as "First Party" and Sidney J. Brandon, Jr., Rodney W. Elmore and Joseph E. Whitby, Jr., hereinafter referred to collectively as "Second Party";

Recitations:

1. By Deed of Sustainable Forests, L.L.C. dated June 11, 2004, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, as Instrument No. 040001307 and by Deed of Blue Sky Timber Properties, L.L.C., dated June 11, 2004, and recorded as Instrument No. 040001306, Second Party was conveyed 33.60 acres of land located in Meherrin Magisterial District, Brunswick County, Virginia, said tract being the residue of a tract originally containing 50.75 acres, designated as No. 4, on a map entitled "R.R. Brown Estate, Kingsford, Va." dated September, 1919, by Travis C. Harrison, Surveyor, said map being recorded in the Clerk's Office aforesaid in Deed Book 73 at Page 360, said map hereinafter referred to as the Harrison Map.
2. By Deed of Partition dated August 16, 2004, Second Party did divide said 33.60 acre tract into three parcels which are now designated as Tax Map Parcel 97-2A, containing 10.00 acres, 97-2B, containing 13.71 acres, and 97-2 containing 10.00 acres.

3. By Deed dated September 9, 1974, recorded in the Clerk's Office aforesaid in Deed Book 170 Page 304, James Seward and Nellie Mae Seward conveyed to Sammy Roosevelt Seward 1.5 acres, now designated as Tax Map Parcel 97-20B, said parcel being a portion of a five acre tract of land which was one of several tracts conveyed to Samuel Seward by Deed of A. S. Harrison, Jr., Special Commissioner dated January 5, 1944 and recorded in the Clerk's Office aforesaid in Deed Book 97 at Page 87, the residue of said five acre tract being currently designated as Tax Map Parcel 97-3. Said Five acre tract is the northern portion of a tract originally containing 72 acres, designated as tract No. 3 on the aforesaid Harrison Map, as described in Deed Book 78 at Page 273.

4. Nellie Seward departed this life June 4, 1987, and by her will of record in the Clerk's Office aforesaid in Will Book 37 at Page 343, devised her real estate, with certain exceptions, none of which involve the property contemplated by this agreement, to Samuel R. Seward (aka Sammy Roosevelt Seward) and James E. Seward. This real estate included tracts currently designated as Tax Map Parcel numbers 88-17 (90.4 acres), 97-3 (3.5 acres) and 97-20 (33 acres).

5. The tracts owned by First Party and Second Party have access through a road leading from Virginia State Route 903, said road having been in existence for a period of time dating back to 1919

at the latest. The course of this road is generally shown on the Harrison Map, the first part of which is designated as "Public Road" which runs along the boundary of tract No. 1 containing 116.25 acres as shown on the Harrison Map. The second part of the road is designated as "New Road", twenty feet in width, which continues along the northeastern boundary of said tract No. 1, then along the northeastern boundary of tract No. 3, aforesaid, which is now part of the 3.5 acre tract owned by First Party and designated as Tax Map Parcel number 97-3, until it reaches tract No. 4 aforesaid.

6. The location of said twenty foot road as it crosses the 3.5 acre tract designated as Tax Map Parcel Number 97-3 is very near a residence owned by Samuel Roosevelt Seward, for which reason First Party wishes to re-route said road or easement. First Party further wishes that a fence be erected along said re-routed easement in order to clearly demarcate the boundary of the easement and to maximize privacy, and that an electronic gate be constructed at the beginning of said re-routed easement to limit access upon said easement to authorized users. In addition, the newly constructed easement shall provide better access to portions of First Party's property.

7. Second Party seeks to establish an easement to the property owned by Second Party 35 feet in width from the point on said Harrison Map at which the portion of road designated as "Public

Road" ends and to locate said easement at a location mutually agreeable to First Party. Second Party further wishes to obtain from First Party any necessary easements for residential electrical service.

It is agreed as follows:

1. In consideration of the foregoing and Second Party's agreement to not subdivide their property into more than 15 lots, First and Second Parties agree to designate a location for a 35 foot ingress and egress easement. Upon a preliminary designation by the Parties, Second Party shall have the location of the new easement surveyed at Second Party's expense.
2. Upon completion of the survey, First Party, within a reasonable time, will execute a Deed of Easement to Second Party, said Deed to be prepared at Second Party's expense, said deed conveying a perpetual easement by general warranty deed for ingress and egress in accordance with said survey.
3. Upon proper execution and recording of said Deed of Easement, Second Party shall construct, solely at Second Party's expense, a road along the course of said new easement.
4. Within sixty days of the completion of said road, Second Party shall construct a three rail fence along the southwestern boundary of said new easement and shall install an electronic gate limiting access to said easement to authorized persons. The gate shall be maintained by Second Party until such time as the First Party

shall no longer deem it necessary. First Party shall have the right to use said easement in common with Second Party, its heirs and assigns.

5. Second Party agrees to maintain the road easement until such time as the First Party shall subdivide its waterfront property. Simultaneous with the recording of the road easement, the Parties shall execute and record a road maintenance agreement.

6. First Party agrees to execute any necessary utility easements in the future. At such time as the deed of easement, deeds of utility easements, and road maintenance agreement contemplated in this agreement are all recorded, the terms of this agreement shall be deemed merged therewith and superseded thereby.

7. The Parties agree that this agreement shall be binding on the heirs and assigns of the parties.

WITNESS the following duly authorized signatures and seals:

Samuel R. Seward (SEAL)
Samuel R. Seward

James E. Seward (SEAL)
James E. Seward

Sidney J. Brandon, Sr. (SEAL)
Sidney J. Brandon, Sr.

Rodney W. Elmore (SEAL)
Rodney W. Elmore

Joseph E. Whitby, Jr. (SEAL)
Joseph E. Whitby, Jr.

STATE OF VIRGINIA
COUNTY OF Brunswick, to-wit:

The foregoing Agreement dated May 20, 2005, was acknowledged before me this 20 day of May, 2005, by SAMUEL R. SEWARD.

My commission expires: Sept. 30, 2007.

Linda K. Daniel
Notary Public

STATE OF VIRGINIA
COUNTY OF Brunswick, to-wit:

The foregoing Agreement dated May 20, 2005, was acknowledged before me this 20 day of May, 2005, by JAMES E. SEWARD.

My commission expires: Sept. 30, 2007.

Linda K. Daniel
Notary Public

STATE OF VIRGINIA
COUNTY OF BRUNSWICK, to-wit:

The foregoing Agreement dated May 20, 2005, was acknowledged before me this 8th day of June, 2005, by SIDNEY J. BRANDON, JR., RODNEY W. ELMORE, and JOSEPH E. WHITBY, JR.

My commission expires: March 31, 2008.

Candace L. Wilson
Notary Public

INSTRUMENT #050001249
RECORDED IN THE CLERK'S OFFICE OF
BRUNSWICK COUNTY ON
JUNE 9, 2005 AT 09:17AM
V. EARL STANLEY, JR., CLERK