VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A	4 –	COV	ER SHEET	CONTENT
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Instrument Date: 4/7/2020

Instrument Type: AG

Number of Parcels: 1 Number of Pages: 3

[] City [X] County LOUISA

CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

Grantor:

[] Grantee:

Business/Name

1 X Grantor: RLP INVESTMENTS, LC

2 × Grantor: REW LAND, LLC

1 × Grantee: COUNTY OF LOUISA

Grantee:

(Area Above Reserved For Deed Stamp Only)

Occ ID: 003736700004 Type: AG Recorded: 06/15/2020 at 11:27:29 AM Receipt#: 2020-0003629 Fee Amt: \$22.00 Page 1 of 4 Instr# 20200005256

вк 1678 го 577-580

γ C. Madison, Louisa Clerk of Cc γ C. Madison Clerk of Court

Grantee Address

Name: COUNTY OF LOUISA

Address:

City: State: VA Zip Code:

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No: Original Page No: Original Instrument No:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: PORTION OF 19-25

Short Property Description:

Current Property Address:

City: LOUISA State: VA Zip Code: 23093

Instrument Prepared By: RLP INVESTMENTS, LC Recording Paid By: RLP INVESTMENTS, LC

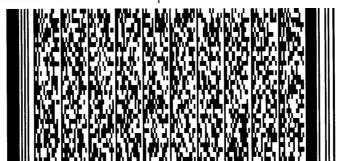
Recording Returned To: RLP INVESTMENTS, LC

Address: PO BOX 559

City: AMELIA COURT HOUSE State:

VA Zip Code:

23002





Document Prepared By: RLP Investments, LC POBOX 559 Amelia Va 23002

ROADSIDE BUFFER MAINTENANCE AGREEMENT

THIS ROADSIDE BUFFER MAINTENANCE AGREEMENT, is made and entered into on this 7th day of April, 2020, by and between **RLP INVESTMENTS, LC and REW LAND, LLC**, whose address is P. O. Box 559, Amelia Court House, Virginia 23002, hereinafter called "Owner" and the **COUNTY OF LOUISA**, hereinafter called "County";

Owner is the owner of four lots containing a total of 110.829 acres known as Paddock Wood Road Subdivision – Section II, located in the **Greene Springs District**, Louisa County, Virginia. Paddock Wood Road Subdivision – Section II including the four lots are more particularly shown and described on a certain plat of survey by Michael Ray Goin, Land Surveyor with Dickerson Surveying, LLC dated October 3, 2019, a copy of which is attached to and made part of this Agreement. Owner originally acquired the 110.829 acres (Portion of TM 19-25) from H. Curtis Pearson, Jr. and Jefferson M. Catlett by deed dated April 14, 2017 and recorded in the Clerk's Office of Louisa County, Virginia on April 20, 2017 in **Deed Book 1505, Pages 511-514**.

The Roadside Buffer is shown on said plat as a 100-foot-wide buffer, as measured from the edge of the right-of-way, consisting of at least one deciduous tree every 30 linear feet on average and tree seedlings sufficient to achieve a contiguous canopy at maturity within the buffer area. Existing evergreen and deciduous trees within the buffer area to be preserved except as noted otherwise on the plat. All new tree plantings required will comply with the specifications regarding placement, quality, minimum size, species, planting and maintenance outlined in the Zoning Regulations for Louisa County, Section 86-66.3.

Owner or his/her agent shall be responsible for maintaining required trees within the buffer for three years after planting. Maintenance shall include, but is not limited to, watering in the first growing season, applying fertilizer and mulch early, removing all support structures, cables and wires within six months after the first growing season, and replacing dead or dying trees during the next planting season. After three years from planting, the current owner or owners shall be required to maintain the Roadside Buffer on his/her lot and continue meeting the standards referenced herein.

Any new owners of the lots within Paddock Wood Road Subdivision – Section II may not disturb, replace, or destroy any trees within the Roadside Buffer. Any damage

to the Roadside Buffer by the new owner/owners shall result in the new owner having full liability for the expense to repair such damage. In the event any damage is not repaired within a reasonable time after occurring, Owner may repair the same and bill the responsible new owner for the cost of repairs. If such cost is not paid within a reasonable time after billing or if a payment is denied by the responsible new owner, the billing party may proceed mediation, arbitration or litigation (the choice of procedure to be made by the billing party) of the same and the non-prevailing party shall be responsible for payment of all costs and fees incurred by the prevailing party in such proceeding.

The right and obligations relating to the Roadside Buffer shall run with the land and be appurtenant to ownership thereof.

WITNESS the following signatures and seals:

RLP INVESTMENTS, LC

BY:

RONALD L. PEMBELTON, Manager

REW LAND, LLC

BY:

RICHARD E. WALLACE, Manager

STATE OF VIRGINIA COUNTY OF AMELIA to wit:

The foregoing Roadside Buffer Maintenance Agreement dated April 7, 2020 was acknowledged before the undersigned Notary Public in and for the jurisdiction aforesaid on this 3 day of April, 2020.

My Commission Expires: <u>08/31/2020</u>.

My Registration No.: 291762.

Notary Public

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COUNTY OF LOUISA

BY:

County Attorney

STATE OF VIRGINIA COUNTY OF AMELIA to wit:

The foregoing Roadside Buffer Maintenance Agreement dated April 7, 2020 was acknowledged before the undersigned Notary Public in and for the jurisdiction aforesaid on this 2020.

My Commission Expires: 02 20 2022

My Registration No.: 7340740

Notary Public

RECORDED IN CLERK'S OFFICE OF
LOUISA COUNTY CLERK OF COURTS ON
JUNE 15, 2020 at 11:27:29 AM
AS REQUIRED BY VA CODE \$58.1-802
STATE: \$0.00 LOCAL: \$0.00
PATTY C. MADISON, LOUISA CLERK OF COURT
PATTY C. MADISON CLERK OF COURT

COMMISSION NUMBER 7360760