

THIS DEED, made this ~~24th~~ ^{4th} day of October, 1993, by and between BUFFALO RIVER LAND & TIMBER ASSOCIATES, a Virginia partnership, Grantor, party of the first part; and OTIS DAVID WILLIAMS, JR., Grantee, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the aforementioned Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the aforementioned Grantee, the following described real estate, to-wit:

That certain tract or parcel of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in the Pedlar Magisterial District of Amherst County, Virginia, containing 8.76 acres, as shown on a plat entitled "Plat Showing Part of the Property of BUFFALO RIVER LAND & TIMBER ASSOCIATES ...", made by F. T. Seargent, L.S., dated September 30, 1991, attached to and recorded with the deed next hereinafter referenced (said plat being recorded at page 586 of the named Deed Book).

TOGETHER WITH a perpetual, non-exclusive right of way and easement for ingress and egress from State Route 635, for the benefit of and as an appurtenance to the property herein described and conveyed by this deed to the Grantees, and more particularly described as "Existing Gravel Road ...", on the aforereferenced plat, to be used jointly and in common with the Grantor and its successors in title.

IT BEING a portion of the property conveyed unto the Grantor, by deed dated May 7, 1992, recorded in the Clerk's Office of the Circuit Court for the County of Amherst, Virginia, in Deed Book 639, at page 583.

THIS CONVEYANCE is made subject to all valid reservations, restrictions, rights of way, conditions and easements of record and now binding on said property, and is especially made subject to the Forks of Buffalo Subdivision Restrictions and Road Maintenance Agreement, recorded in the aforesaid Clerk's Office, in Deed Book 630, at pages 828 and 832, respectively.

The Grantor herein, its successors and assigns, hereby expressly excepts and reserves from this conveyance the right to convey, construct, lay and maintain easements for electricity and telephone services which service the subject property and other properties owned by the Grantor via a deed from Mountain Cabins, a Virginia partnership (recorded in Deed Book 630, at page 824), which comprises the majority of the Forks of Buffalo subdivision. There is also expressly reserved the right of ingress and egress to service and maintain said easements. The Grantor hereby covenants that the location of the easements will be made so as to not substantially interfere with the Grantee's free use and enjoyment of the property hereby conveyed, attempting to locate them in the most practical locations and by the most economical means.

Lawrence W. Mays
ATTORNEY AT LAW
P. O. BOX 1135
LYNCHBURG, VIRGINIA 24505

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The Grantor herein expressly excepts and reserves unto itself, its successors and assigns, the right to use the existing gravel road, which crosses the subject property along its southern, western and northeastern borders and serves as a means of ingress and egress to other properties owned by the Grantor, said road being shown and located on the aforementioned plat. This is a nonexclusive right to be enjoyed by the Grantor, its successors and assigns, and it is not to be construed as an easement given to the exclusion of the Grantees, their heirs and assigns or to others granted a similar right.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and on its behalf by one of its partners, pursuant to due partnership authority:

BUFFALO RIVER LAND & TIMBER ASSOCIATES,
a Virginia partnership

By: Johnny M. Maddox
JOHNNY M. MADDOX, Partner

STATE OF VIRGINIA)
COUNTY OF AMHERST)

To-wit:

The foregoing instrument was acknowledged before me this the 5th day of Dec., 1993, by JOHNNY M. MADDOX, Partner, on behalf of BUFFALO RIVER LAND & TIMBER ASSOCIATES, a Virginia partnership.

My commission expires: 1/31/96.

E. Paul Smith, Jr.
Notary Public

State Tax	\$ 22.75	in the Clerk's Office of the Circuit Court of the County	9	November	1993
County Tax	\$ 9.95				
Transfer Fee	1.00				
Clerk's Fee	13.00				
Plats		11:14			
Tax 50-54.1	\$ 18.50				18.50
Total	\$ 69.50	By <u>E. Paul Smith, Jr.</u>			Clerk
					Deputy Clerk