

*File to:  
Candy Breedlove  
(Fidelity)*

This document prepared by Thomas E. Carr & Associates, P.C., Suite 650, 1100 Boulders Parkway, Richmond, Virginia 23225.

**AGREEMENT CONCERNING CEMETERY**

SEP 15 13 33 045270

This AGREEMENT CONCERNING CEMETERY ("Agreement") dated as of April 1, 1998, by and between **HAMPTON PARK ASSOCIATES, L.L.C.**, a Virginia limited liability company ("Associates"), **HAMPTON PARK COMMUNITY ASSOCIATION, INC.**, a Virginia non-stock corporation ("Association") and **KENNETH W. WOODFIN, STANLEY WOODFIN, MARIAN W. CRESS, FRANK W. WOODFIN, JOSEPH G. WOODFIN, IRENE W. HUSBAND, MILDRED SPENCER-MOSELEY, CHARLES EDWARD WOODFIN, JR., ANN B. CIFELLI, CALVIN C. BELCHER, HATTIE VILLEMANGE, FRANCIS JOHNSON, WILSON S. SPENCER, JUDY B. HALL, CAROL BERGER,** and **WANDA JANUARY** ("Parties in Interest") recites and provides:

**RECITALS**

1. In 1850, Edward Wilkinson acquired approximately 104 3/4 acres located on the south line of the highway now known as U. S. Route 360 in Chesterfield County, Virginia by Deed recorded in Deed Book 39, at Page 10, Clerk's Office, Circuit Court, Chesterfield County, Virginia. The property acquired by Mr. Wilkinson, excluding approximately 7 1/4 acres subsequently sold to one Ellis Martin, is referred to in this instrument as the "Wilkinson Property".

2. Information concerning subsequent ownership of the Wilkinson Property and a cemetery located on the Wilkinson Property is summarized on Exhibit A to this Agreement. The cemetery is referred to in this instrument as the "Cemetery".

3. Associates acquired property including the portion of the Wilkinson Property on which the Cemetery is located by Deed from Malbone Associates, a Virginia general partnership, recorded in the Clerk's Office in Deed Book 2921, at Page 994. The property acquired by Associates is referred to in this instrument as the "Associates Property".

4. Associates is developing the portion of the Associates Property containing the Cemetery as Section 4 of a single-family residential community known as "Hampton Park".

5. The Parties in Interest, who are descendants of Edward Wilkinson, want Associates to set apart, protect and preserve the Cemetery on their

behalf and provide them with a means of access to the Cemetery via public roadways.

6. The exact dimensions, size and/or location of the Cemetery cannot be determined from the public record and/or field inspection.

7. Associates and the Parties in Interest want to confirm their agreement with regard to the dimensions, size, location and improvement of the Cemetery and the means of access thereto and thereby to avoid litigation concerning such matters.

8. Subject to the provisions of this Agreement, the Association wants to confirm its willingness to maintain the Cemetery at the request of Associates and for the benefit of the descendants of Edward Wilkinson, including but not limited to the Parties in Interest.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Dimensions, Size and Location of Cemetery.** Associates and the Parties in Interest agree that the dimensions, size and location of the Cemetery are as shown and described on a plat dated May 14, 1998, prepared by Timmons, and identified as Project No. 63810-15, a copy of which is attached to this Agreement as Exhibit B ("Cemetery Plat"). The Parties in Interest hereby quitclaim unto Associates all of their right, title and interest, if any, in any portion of the Wilkinson Property that is not contained within the boundaries of the Cemetery as shown and described on the Cemetery Plat.

2. **Means of Access.** Associates agrees at its own expense to construct Hampton Crest Circle, a portion of which is shown on the Cemetery Plat, to dedicate such street to Chesterfield County, Virginia as a public way, and to construct additional streets to be dedicated to Chesterfield County, Virginia as public ways in order, among other things, that the descendants of Edward Wilkinson, including but not limited to the Parties in Interest, may have access to the Cemetery from U.S. Route 360. The Parties in Interest hereby quitclaim unto Associates all of their right, title and interest, if any, in any other portion of the Property as a means of access to the Cemetery.

3. **Improvement of Cemetery.** H. Clem Carlisle, III and Henry H. Meyer, as representatives of Associates, and Ann B. Cifelli, Stanley R.

Woodfin and Judith C. Hall, as representatives of the Parties in Interest, shall cooperate in good faith to develop a plan for improvements to the Cemetery consisting of appropriate landscaping, gating, and walkways. Associates will contribute Two Thousand and no/100 Dollars (\$2,000.00), to partially defray the costs of such improvements. In addition, Associates will contribute an amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00) to defray the costs of preparing footings for a brick wall to surround the Cemetery and furnishing the bricks, mortar and sand required for such wall, provided the design for such wall is acceptable to Associates in its reasonable discretion.

4. Perpetual Maintenance. Subject to the provisions of Paragraph 7, and if requested to do so in writing by a majority of the Parties in Interest, the Association, at its sole cost and expense, will maintain the Cemetery in perpetuity in a manner comparable to that found in similar cemeteries in the Richmond, Virginia metropolitan area. If the Parties in Interest elect to maintain the Cemetery themselves or through a third party other than the Association, and the Cemetery is not maintained in the foregoing manner, the Association shall have the right (but not the obligation) to remedy any deficiencies in maintenance of the Cemetery at its sole cost and expense.

5. Waiver of Claims. The Parties in Interest, individually and collectively, and for their successors and assigns, waive any and all right of any kind or nature whatsoever they or any of them ever had, may now have, or might otherwise hereafter acquire to (i) assert that the dimensions, size, and/or location of the Cemetery are other than as shown and described on the Cemetery Plat, or (ii) claim any right of access to the Cemetery other than by means of public roadways within Hampton Park, including but not limited to Hampton Crest Circle.

6. Assistance Quieting Title. The Parties in Interest, individually and collectively, and for their successors and assigns, agree that if Associates ever becomes a party to any form of legal action to quiet title to the Cemetery directly or through an action to quiet title to any portion of the Wilkinson Property surrounding the Cemetery and/or to determine the means of access to the Cemetery, they will cooperate with Associates in good faith (but at no expense to themselves) in its efforts to obtain a final adjudication from a court of competent jurisdiction from which no further appeal can be taken that (i) the dimensions, size and location of the Cemetery are those shown and described on the Cemetery Plat, and (ii) the means of access to the Cemetery shall be via public roadways within Hampton Park, including but not limited to Hampton Crest Circle.

7. Termination of Maintenance Requirements. Upon a final adjudication by a court of competent jurisdiction from which no further

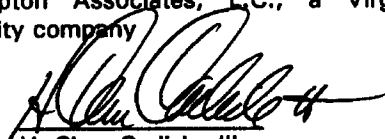
appeal may be taken that (i) the Cemetery includes any portion of the Wilkinson Property in addition to that shown and described on the Cemetery Plat, and/or (ii) any person is entitled to a means of access to the Cemetery other than via public roadways within Hampton Park, including but not limited to Hampton Crest Circle, any and all maintenance obligations existing pursuant to Paragraph 4 of this Agreement may, in the sole discretion of the Association, be terminated, in which event all responsibility for maintenance of the Cemetery shall revert to the descendants of Edward Wilkinson, including but not limited to the Parties in Interest.

8. Run With Land. This Agreement is intended to be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and shall run with the land.

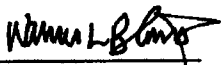
WITNESS the following signatures as of the year and date first above written.

HAMPTON PARK ASSOCIATES, L.L.C., a Virginia limited liability company, by its Members

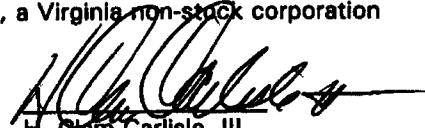
Hampton Associates, L.C., a Virginia limited liability company

By:   
H. Clem Carlisle, III  
Manager

Builder Resource & Development Co., L.C., a Virginia limited liability company

By:   
Warner L. Blunt, III  
Manager

HAMPTON PARK COMMUNITY ASSOCIATION, INC., a Virginia non-stock corporation

By:   
H. Clem Carlisle, III  
President

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me the 11<sup>th</sup> day of September, 1998 in my jurisdiction aforesaid by H. Clem Carlisle, III, Manager of Hampton Associates, L.C., a Virginia limited liability company, in its capacity as a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company and in his capacity as President of the Hampton Park Community Association, Inc., a Virginia non-stock corporation.

My commission expires: 1-7-13/2000

  
Notary Public

COMMONWEALTH OF VIRGINIA

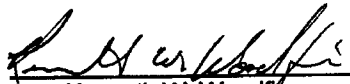
COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me the 11<sup>th</sup> day of September, 1998 in my jurisdiction aforesaid by Warner L. Blunt, III, Manager of Builder Resource & Development Co., L.C., a Virginia limited liability company, in its capacity as a Member of Hampton Park Associates, L.L.C., a Virginia limited liability company.

My commission expires: 1-01-30-01

  
Notary Public

PARTIES IN INTEREST


  
Kenneth W. Woodfin

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 1st day of April, 1998 in my jurisdiction aforesaid by Kenneth W. Woodfin.

My commission expires: 7/3/1999.

  
Notary Public

[SEAL]

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**PARTIES IN INTEREST**

  
Stanley Woodfin

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 6th day of April, 1998 in my jurisdiction aforesaid by Stanley Woodfin.

My commission expires: 05/31/99.

  
Stephanie Anne Marshall  
Notary Public

[SEAL]

BOOK 3375 PAGE 444

PARTIES IN INTEREST

Marian W. Cress  
Marian W. Cress

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 1998 in my jurisdiction aforesaid by Marian W. Cress.

My commission expires: 2 / 28 / 01.

Charity B. Moore  
Notary Public

[SEAL]



BOOK **3375** PAGE **445**  
**PARTIES IN INTEREST**

Frank W. Woodfin  
Frank W. Woodfin

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

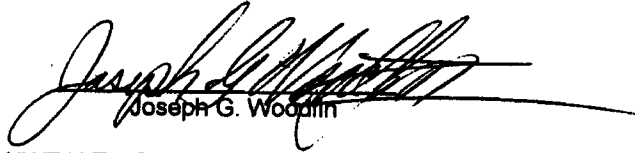
The foregoing instrument was acknowledged before me this 3rd day of April, 1998 in my jurisdiction aforesaid by Frank W. Woodfin.

My commission expires: 7/31/2000.

Denise Little  
Notary Public

[SEAL]

PARTIES IN INTEREST

  
Joseph G. Woodfin

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 1998 in my jurisdiction aforesaid by Joseph G. Woodfin.

My commission expires: 10/31/98

  
Notary Public

[SEAL]

BOOK 3375 PAGE 447

PARTIES IN INTEREST

Irene W Husband  
Irene W. Husband

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 6th day of April, 1998 in my jurisdiction aforesaid by Irene W. Husband.

My commission expires: 10 / 30 / 2000.

Linda Lewis  
Irene W Husband  
Notary Public

[SEAL]

BOOK **3375** PAGE **448**  
**PARTIES IN INTEREST**

*Mildred Spencer-Moseley*  
Mildred Spencer-Moseley

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 16th day of April, 1998 in my jurisdiction aforesaid by Mildred Spencer-Moseley.

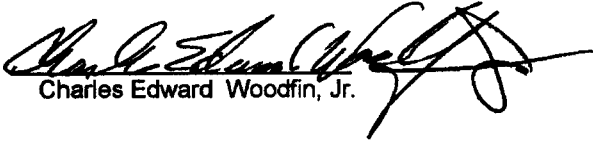
My commission expires: 11/30/2000

*Luendolyn W. West*  
Notary Public

[SEAL]

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PARTIES IN INTEREST

  
Charles Edward Woodfin, Jr.

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 1998 in my jurisdiction aforesaid by Charles Edward Woodfin, Jr.

My commission expires: 1/13/99

  
Notary Public

[SEAL]

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PARTIES IN INTEREST

Ann B. Cifelli  
Name: Ann B. Cifelli

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me the 1<sup>st</sup> day  
of April, 1998 in my jurisdiction aforesaid by Ann B Cifelli

My commission expires: / / My Commission Expires December 31, 2001

Carol Z. Eckert  
Notary Public

[SEAL]

PARTIES IN INTEREST

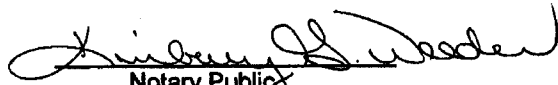
  
Calvin C. Belcher

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 29 day of April, 1998 in my jurisdiction aforesaid by Calvin C. Belcher.

My commission expires: 08/31/2000

  
Notary Public

[SEAL]



PARTIES IN INTEREST

Hattie Villemange  
Hattie Villemange

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 1998 in my jurisdiction aforesaid by Hattie Villemange.

My commission expires: 4/30/99.

J. W. Villemange  
Notary Public

[SEAL]



BOOK 3375 PAGE 453

PARTIES IN INTEREST

Francis Johnson  
Francis Johnson

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 1998 in my jurisdiction aforesaid by Francis Johnson.

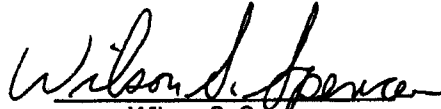
My commission expires: 4/30/99.

J. W. Yellison  
Notary Public

[SEAL]

BOOK 3375 PAGE 454

**PARTIES IN INTEREST**

  
Wilson S. Spencer

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 1998 in my jurisdiction aforesaid by Wilson S. Spencer.

My commission expires: 12/31/2000

  
Notary Public

[SEAL]

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BOOK 3375 PAGE 455  
PARTIES IN INTEREST

Judith W. Hall  
Judy B. Hall

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 1998 in my jurisdiction aforesaid by Judy B. Hall.  
My commission expires: 1 21 99. Judith W. Hall

Kathy B. Hancock  
Notary Public

[SEAL]

**PARTIES IN INTEREST**

Carol H. Berger  
Carol Berger

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 1998 in my jurisdiction aforesaid by Carol Berger.

My commission expires: 1/31/99.

Kathy B. Hancock  
Notary Public

[SEAL]

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PARTIES IN INTEREST

Wanda January  
Wanda January

COMMONWEALTH OF VIRGINIA

COUNTY OF CHESTERFIELD, to wit:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1998 in my jurisdiction aforesaid by Wanda January.

My commission expires: 1/31/99.

Kathleen Hancock  
Notary Public

[SEAL]

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**EXHIBIT "A" TO AGREEMENT CONCERNING CEMETERY**

1. In 1850, Edward Wilkinson acquired approximately 104 3/4 acres located on the south line of Goode's Bridge Road (now U. S. Route 360) in Clover Hill District (now Matoaca District), Chesterfield County, Virginia from Leonidas L. Lester and Almelia F. Lester (Deed Book 29, Page 10) (this parcel, except a 7 1/4 portion thereof sold to Ellis Martin, hereinafter the "Wilkinson Property").
  2. Mr. Wilkinson died in 1871, survived by his wife Sarah and 11 children.
  3. On October 22, 1886, Edward A. Wilkinson, a surviving son of Edward Wilkinson, petitioned the Circuit Court of Chesterfield County ("Court") to sell the Wilkinson Property ("Sale Petition").
  4. After the Sale Petition was filed, the Court assigned Sarah Wilkinson a dower interest in the Wilkinson Property, which was shown and described on a "Plat of Edwd Wilkinson's Estate containing 360 acres showing dower as laid off by owners, Surveyed Sept. 19th 1891" prepared by J. E. LaPrade ("LaPrade Survey"). The LaPrade Survey generally located the homestead of Edward Wilkinson and the farm road leading to the homestead from Goode's Bridge Road, but did not identify or locate a grave yard.
  5. In a letter dated September 3, 1898, Mr. Wilkinson's legatees requested that when his lands were sold, "the family burying ground (1/4 Acre) situated thereon" ("Cemetery") be reserved.
  6. On December 12, 1898, the Wilkinson Property was sold to F. B. Cheatham, husband of Z. M. Cheatham, a surviving daughter of Edward Wilkinson.
  7. In an order dated May 23, 1899, the Court confirmed sale of the Wilkinson Property to F. B. Cheatham, "reserving the grave yard of one acre and the right of way to and from it . . . ."
  8. Thereafter, Mr. and Mrs. Cheatham petitioned the Court to convey the Wilkinson Property to Hattie A. Wilkinson, a surviving daughter of Edward Wilkinson.
  9. In an order dated February 15, 1901, the Court granted the petition of Mr. and Mrs. Cheatham that the Wilkinson Property be conveyed to Hattie A. Wilkinson upon her payment of the balance of the purchase price due.
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BOOK 3375 PAGE 459

10. On February 27, 1901, the Wilkinson Property was conveyed to Hattie A. Wilkinson, "reserving, however, one (1) acre of said land where the family grave yard now is, and the right of way to and from it . . . ." (Deed Book 101, Page 56).

11. As a result of various subsequent conveyances, Farm Property Associates ("FPA") acquired approximately 83.231 acres of the Wilkinson Property (surrounding but excluding the Cemetery) from J. J. Jewett and G. H. Applegate, Trustees (see Deed Book 1817, Page 333).

12. FPA took title to the 82.231 acres based on a certified survey dated September 24, 1986, and entitled "Plat Showing Three Parcels of Land Lying on the South Line of U. S. Route 360, Clover Hill District, Chesterfield Co., Va." ("Timmons Survey"), prepared by J. K. Timmons & Associates, P.C.

13. The Timmons Survey located a cemetery containing approximately 0.089 acres and a right of way to and from such cemetery and U. S. Route 360 in the approximate locations of the Edward Wilkinson homestead and the farm road leading to the homestead from Goode's Bridge Road shown on the LaPrade Survey.

14. As a result of various subsequent conveyances, Hampton Park Associates, L.L.C. acquired Parcels A, C and D shown on a compiled plat ("Compiled Plat") based on the Timmons Survey, dated August 7, 1996 and entitled "Compiled Plat of Several Parcels of Land Lying on the South Line of U.S. Route 360, Matoaca District, Chesterfield Co., Virginia" ("Associates Property") from Malbone Associates (Deed Book 2921, Page 994). The Associates Property surrounds the Cemetery.

**EXHIBIT "B" TO AGREEMENT CONCERNING CEMETERY**  
**SURVEY OF CEMETERY**

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VIRGINIA:  
IN THE CLERK'S OFFICE OF THE CIRCUIT  
COURT OF CHESTERFIELD COUNTY, THE 15 DAY  
OF SEP 1998, THIS DEED WAS PRESENTED  
AND WITH THE CERTIFICATE.....ADMITTED TO  
RECORD AT 13:33 O'CLOCK. THE TAX IMPOSED  
BY SECTION 58.1-802 IN THE AMOUNT OF  
\$.00 HAS BEEN PAID.  
TESTE: JUDY L. WORTHINGTON, CLERK



