



george nelson &lt;gnelson51475@gmail.com&gt;

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## Right of way agreement

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**Stephen P. Will** <SWill@dbwle.com>

Thu, Aug 23, 2018 at 9:30 AM

To: "Frances L. Vaughn" &lt;franceslouisevaughn@gmail.com&gt;

Cc: Tom Dreier &lt;tom\_dreier@yahoo.com&gt;, "gnelson51475@gmail.com" &lt;gnelson51475@gmail.com&gt;

Frances,

While we share your concern that Zann's original road maintenance agreement has its deficiencies, it became clear very early in our discussions that she considers Holly Hill Farm Road to be "her" road since it leads to her residence and that the use of the road by other property owners was granted subject only to the terms of that original road maintenance agreement. In order to resolve the other outstanding issues, all of which have now apparently been agreed to by Zann, we dropped our objections. Quite frankly, there are provisions in the agreement that impose affirmative obligations on Zann to maintain the road at a certain level and limits the amount of the annual contribution by other users. George has agreed that his land will participate in and contribute to the shared road maintenance under that original agreement, and we would hope that you and Tom would concur since your initial purchases were subject to those terms. Have you had any specific incidents with Zann failing to perform her obligations under the agreement? George and Zann intend to have a separate agreement to maintain the extended portion of the road that leads to George's lots. Since George will be constructing that road and it will not be serving her house, Zann was not as concerned with maintaining complete control over its maintenance. Again, George needs to confirm the location of the right of way servicing his property so that he can commence road construction. I think that there are provisions in the agreement that benefit all parties since it vacates the 2 portions of the original right of way that affect your land and places the right of way in the location that had been shown on the prior plats.

Stephen P. Will

Attorney at Law

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[www.DBWLE.com](http://www.DBWLE.com)**From:** Frances L. Vaughn <franceslouisevaughn@gmail.com>**Sent:** Wednesday, August 22, 2018 10:13 AM**To:** Stephen P. Will <SWill@dbwle.com>

**Cc:** Tom Dreier <[tom\\_dreier@yahoo.com](mailto:tom_dreier@yahoo.com)>

**Subject:** Re: Right of way agreement

Steve,

This morning I sat down to review in depth your email of August 15<sup>th</sup>. I had seen the attached plat and assumed the RMA was also attached to the email. But we see none. With minor edits, we are in agreement with the recent ROW agreement. However, signing of this ROW agreement needs to be in tandem with the signing of an RMA.

Perhaps we should talk on the phone? Although email is convenient, much can be lost in translation.

Sometime back, Culpeper County Zoning (and our legal) communicated to Tom and me that, prior to subdividing a parcel, the Culpeper County Code of Ordinances requires a signed RMA by related parties. During George's subdivision of T.M. 38-7A, somehow this step of a signed RMA was overlooked. Josh's email on January 2, 2018 addressed our concern over the lack of an RMA. Extending the RMA that Zann drafted for Lots 7-1 and 7-2 is inadequate as it lacks depth and specificity.

Looking forward to working through this with you and George.

Kind regards,

Frances Vaughn

On Aug 15, 2018, at 10:00 AM, Stephen P. Will <[SWill@dbwle.com](mailto:SWill@dbwle.com)> wrote:

[Quoted text hidden]

<nelson row agreement.pdf>