

TAX MAP: Part of #1-31-18.00-36.00

Prepared by: William Gee, Esq.
Saul Ewing, LLP
P.O. Box 1266
Wilmington, DE 19899-1266

Return to: Wilson Farm LLC
c/o Allen & Rocks, Inc.
1960 Gallows Road
Suite 300
Vienna, VA 22182

THIS DRAINAGE EASEMENT AGREEMENT, made this 19 day of Feb, 2004, between KENNETH W. WILSON and BERNICE M. WILSON ("Wilson"), parties of the first part, and WILSON FARM LLC, a Delaware limited liability company and PASSWATERS FARM LLC, a Delaware limited liability company, parties of the second part, (collectively, "the LLC")

RECITALS

WHEREAS, Wilson is the owner of certain real property located in the Northwest Fork Hundred, Sussex County, Delaware, described of record in Deed Record Book 2150, Page 43, at the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware (the "Original Wilson Farm"); and

WHEREAS, Wilson intends to convey to WILSON FARM LLC, 140.558 acres of the said Original Wilson Farm by virtue of a Deed intended to be executed and recorded subsequent hereto (the "Wilson LLC Parcel"); and

WHEREAS, PASSWATERS FARM LLC, has acquired or is about to acquire a parcel of land from Passwaters Holding LLC, Helen E. Passwaters, *et al*, containing 744.849 acres of land adjoining the Original Wilson Farm and the Wilson LLC Parcel to the north (the "Passwater LLC Parcel"); and

WHEREAS, the LLC wishes to secure the right to use certain portions of the Original Wilson Farm for a drainage easement and Wilson has agreed to grant such an easement to LLC, their successors and assigns and their tenants, occupants, agents, employees, contractors, licensees and invitees, an easement for construction, installation,

Consideration:	90.00	Exempt Code: A
County	State	Total
0.00	0.00	0.00
counter	Date: 03/10/2004	

800

maintenance, replacement, and/or operation of drainage lines in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Drainage Easement. Wilson grants and conveys to the LLC, a perpetual, nonexclusive appurtenant easement for drainage, and ingress and egress thereto (the "Drainage Easement") over and across that portion of the Original Wilson Farm legally described on **Exhibit A** attached hereto and made a part hereof (the "Easement Area") for the benefit and use by the LLC, the Wilson LLC Parcel and the Passwater LLC Parcel, and all owners, agents, employees, contractors, tenants, occupants, licensees and invitees of the LLC, or any assigns of the LLC, for purposes of construction, installation, maintenance, replacement, and/or operation of drainage ditches, culverts or pipes. Wilson agrees not to construct any improvement that would block, obstruct or otherwise prevent drainage as contemplated by this Agreement.

2. Maintenance. The LLC shall repair and maintain the Easement Area. If the LLC fails to repair and maintain the Easement Area, and if the failure renders it unacceptable for its intended use as the Drainage Easement, then Wilson may make any and all necessary repairs or maintenance to make the Easement Area acceptable for its intended use.

3. Construction. The LLC agrees that, wherever commercially reasonable, it shall access the Easement Area through, and make use of, existing drainage ditches, and shall minimize damage to timber, woodlands, growing crops, planted or cultivated fields.

4. Reservation of Rights. Wilson reserves the right to cross the Easement Area, at any location, for agricultural purposes and make any use of the easement herein granted which is not deemed to be inconsistent with the rights herein conveyed, or with the use of the easement by the LLC for the purposes named herein, provided it does not block, obstruct or otherwise prevent drainage as contemplated by this Agreement. Additionally, Wilson reserves the right to farm such portion of the Easement Area as are not used or occupied by the LLC, their successors and assigns, for drainage purposes.

5. Term; Parties in Interest. The terms, conditions, covenants and easements herein shall run with the land and shall be binding upon all parties hereto and all persons or entities claiming under them in perpetuity. Upon a conveyance of the respective parcel owned by a party hereto, the transferring owner will thereafter be released from any obligation under this Agreement arising thereafter.

6. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless said amendment is made in writing, signed by the parties to be bound or their duly authorized representative(s) and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party hereunder shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

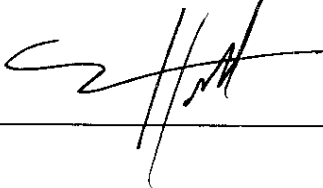
7. Headings. The headings of sections of this Agreement are for convenience of reference only and do not form a part hereof and in no way interpret or construe such paragraphs.

8. Integration. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter.

9. Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

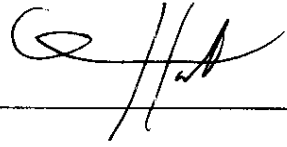
IN WITNESS WHEREOF, the foregoing Agreement has been executed on the day and year first above written.

SIGNED, SEALED, DELIVERED,
and witnessed in the presence of:



Kenneth W. Wilson(SEAL)
KENNETH W. WILSON

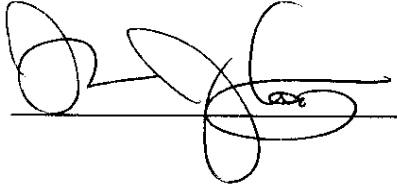
SIGNED, SEALED, DELIVERED,
and witnessed in the presence of:



Bernice M. Wilson (SEAL)
BERNICE M. WILSON

WILSON FARM LLC

By: Allen & Rocks, Inc., Manager

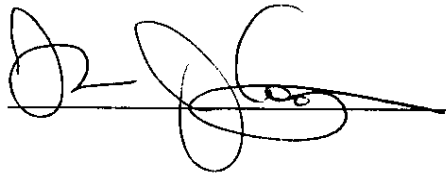


By: Nicholas P.H. Rocks (Seal)

Name: NICHOLAS P.H. ROCKS

Title: President

PASSWATER^S FARM LLC



By: Nicholas P.H. Rocks (Seal)

Name: NICHOLAS P.H. ROCKS

Title: Authorized Person

EXHIBIT 'A'

**DESCRIPTION OF 2.983 ACRES OF LAND MORE OR LESS
A DRAINAGE EASEMENT OVER THE LANDS OF
KENNETH W. WILSON AND BERNICE M. WILSON
NORTH FORK HUNDRED, SUSSEX COUNTY, DELAWARE**

BEGINNING for the same on the northerly outline of the lands herein described, shown as "50' Drainage Easement" on a plat entitled "DRAINAGE EASEMENT ON THE LANDS OF KENNETH W. & BERNICE M. WILSON" prepared by McCrone, Inc. and dated January 26, 2004 attached hereto and intended to be recorded herewith, at a stone found on the division line between the lands of Kenneth W. Wilson and Bernice M. Wilson (see 2150/047) and the lands now or formerly of Passwaters Holding Company, L.L.C. (see 2516/238), said point of beginning being further located the following two (2) courses and distances measured along said division line from an iron rod found on the easterly right-of-way line of Route 546, a sixty foot (60') wide right-of-way; North 68° 49' 53" East 483.95 feet to a stone found; South 30° 59' 27" East 973.51 feet to a stone found;

THENCE leaving the point of beginning so fixed and binding on said division line;

- 1) **North 51° 26' 51" East 33.28 feet to a point;**

THENCE leaving the lands of Passwaters Holding Company, L.L.C. and running along the easterly out line of the herein described easement and running through on the lands of Wilson the following ten (10) courses and distances;

- 2) **South 02° 44' 50" West 384.59 feet** to a point;
- 3) **South 01° 55' 14" East 851.11 feet** to a point;
- 4) **South 34° 42' 00" East 595.48 feet** to a point;
- 5) **South 56° 05' 14" West 60.60 feet** to a point;
- 6) **South 69° 46' 51" West 95.73 feet** to a point;
- 7) **South 85° 37' 20" West 103.70 feet** to a point;
- 8) **South 39° 23' 08" West 205.37 feet** to a point;
- 9) **North 85° 43' 06" West 78.27 feet** to a point;
- 10) **South 40° 28' 26" West 88.30 feet** to a point; and
- 11) **South 02° 09' 15" East 147.36 feet** to a point on the division line between the lands of Wilson and the lands now or formerly of Wheatley Farms, Inc.

(see 26006/2270);

THENCE binding on the last mentioned division line;

- 12) **South 83° 45' 01" West 50.13 feet** to a point;

THENCE leaving the lands of Wheatley Farms, Inc. and running along the westerly outline of the herein described easement and running through the lands of Wilson, the following nine (9) courses and distances;

- 13) **North 02° 09' 15" West 170.45 feet** to a point;
- 14) **North 40° 28' 26" East 133.18 feet** to a point;
- 15) **South 85° 43' 06" East 77.67 feet** to a point;
- 16) **North 39° 23' 08" East 200.74 feet** to a point;
- 17) **North 85° 37' 20" East 118.09 feet** to a point;
- 18) **North 69° 46' 51" East 86.80 feet** to a point;
- 19) **North 34° 42' 00" West 560.45 feet** to a point;
- 20) **North 01° 55' 14" West 867.85 feet** to a point; and
- 21) **North 02° 44' 50" East 402.09 feet** to a point on the aforesaid division line between the lands of Wilson and of Passwaters Holding Company, L.L.C.

THENCE binding on the last mentioned division line;

- 22) **South 30° 59' 27" East 45.01 feet** to the point of beginning.

Containing in all an area of 2.983 acres of land more or less, as described by McCrone, Inc., Registered Professional Engineers and Land Surveyors, in January of 2004.

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#02952 #103

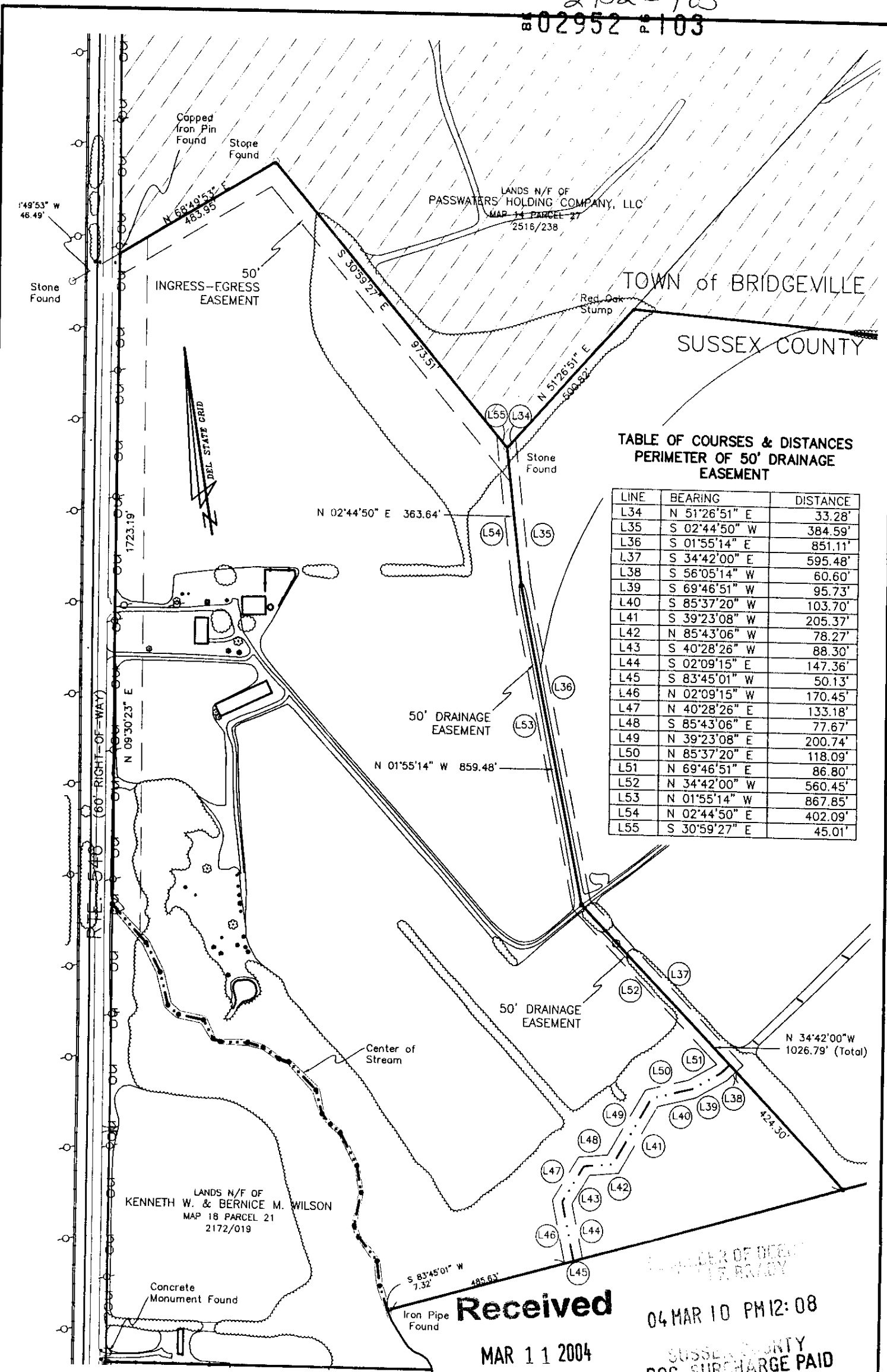


TABLE OF COURSES & DISTANCES
PERIMETER OF 50' DRAINAGE
EASEMENT

LINE	BEARING	DISTANCE
L34	N 51°26'51" E	33.28'
L35	S 02°44'50" W	384.59'
L36	S 01°55'14" E	851.11'
L37	S 34°42'00" E	595.48'
L38	S 56°05'14" W	60.60'
L39	S 69°46'51" W	95.73'
L40	S 85°37'20" W	103.70'
L41	S 39°23'08" W	205.37'
L42	N 85°43'06" W	78.27'
L43	S 40°28'26" W	88.30'
L44	S 02°09'15" E	147.36'
L45	S 83°45'01" W	50.13'
L46	N 02°09'15" W	170.45'
L47	N 40°28'26" E	133.18'
L48	S 85°43'06" E	77.67'
L49	N 39°23'08" E	200.74'
L50	N 85°37'20" E	118.09'
L51	N 69°46'51" E	86.80'
L52	N 34°42'00" W	560.45'
L53	N 01°55'14" W	867.85'
L54	N 02°44'50" E	402.09'
L55	S 30°59'27" E	45.01'

Received

MAR 11 2004

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SUSSEX COUNTY
DOC. SURCHARGE PAID

ASSESSMENT DIVISION
OF SUSSEX CTY

McCRONE
ENGINEERING & ENVIRONMENTAL SCIENCES
LAND PLANNING & SURVEYING
CONSTRUCTION SERVICES
207 NORTH LIBERTY STREET
SUITE 100
CENTREVILLE, MARYLAND
(410) 758-2237

DRAWN BY: JCH
SCALE: 1" = 300'
DATE: 1/26/04
JOB NO.: G1020030
FOLDER:

DRAINAGE EASEMENT
ON THE LANDS OF
KENNETH W. & BERNICE M. WILSON
NORTH FORK HUNDRED, SUSSEX COUNTY, DELAWARE
ROBERT RAUCH & ASSOC.