

CLR260000739

**Prepared by:**

Melissa D. Johnson (VSB 95236)

Melissa D. Johnson, P.L.L.C.

P.O. Box 339

Gloucester, VA 23061

(804) 699-3580

**Return to:**

The Closing Shop

7307 Martin Street

Gloucester, VA 23061

(804) 210-1354

**Parcel One: Assessed Value: \$101,500.00****Parcel Two: Assessed Value: \$3,000.00****Parcel Three: Assessed Value: \$3,000.00****Parcel One: Tax Map No.: 26A3 A 188****Parcel Two: Tax Map No.: 26A316 2****Parcel Three: Tax Map No.: 26A316 3A****Title Underwriter:** *First American*

THIS WELL AGREEMENT, made this 27th day of May, 2026, LETCHWORTH LIVING LLC, a Virginia limited liability company "GRANTOR", party of the first part; and DRIFTWOOD PROPERTY MANAGEMENT, LLC, a Virginia limited liability company, "GRANTEE", party of the second part, whose address is: 465 Dyers Creek Road, Port Haywood, Virginia 23138.

## WITNESS:

WHEREAS, the Grantor is the owner of that certain lot or parcel of land being situate in the Westville Magisterial District of Mathews County, Virginia, designated as Parcel X-2, containing 0.424 of an acre, more or less, as shown on that certain Plat of Survey prepared by Warren Allen Whitmore, Jr., Land Surveyor, dated April 28, 2026, entitled "PLAT OF BOUNDARY LINE ADJUSTMENT OF PARCELS 26A325-1, 26A324-1, 26A-316-1, 26A316-2, 26A3-A-188 AND 26A316-3A AS DESCRIBED IN INSTRUMENT # 1900001452 MATHEWS COUNTY, VIRGINIA"; said plat of survey is recorded in the Clerk's Office of the

Circuit Court of Mathews County, Virginia, in Clerk's Plat Cabinet 2 Slide 74  
Hanger 441; and

WHEREAS, the Grantee is the owner of that certain lot or parcel of land being situate in the Westville Magisterial District of Mathews County, Virginia, designated as Parcel X-1, containing 0.209 of an acre, more or less, as shown on that certain Plat of Survey prepared by Warren Allen Whitmore, Jr., Land Surveyor, dated April 28, 2026, entitled "PLAT OF BOUNDARY LINE ADJUSTMENT OF PARCELS 26A325-1, 26A324-1, 26A-316-1, 26A316-2, 26A3-A-188 AND 26A316-3A AS DESCRIBED IN INSTRUMENT # 1900001452 MATHEWS COUNTY, VIRGINIA"; said plat of survey heretofore mentioned; and,

WHEREAS, there is presently located on the property a well, which presently supplies the water for the dwellings located on the property; and

WHEREAS, the Grantor and the Grantee desire that they shall have access and rights to the water lines for their water until such time as the sale of the property is completed.

NOW, THEREFORE, for and in consideration of the mutual benefits to accrue to the parties, and the mutual covenants contained here, the parties agree as follows:

1. In consideration of the sum of Ten Dollars (\$10.00) and other good and value consideration, the Grantor grants to the Grantee, subject to the conditions and reservations contained herein, the non-exclusive right to take water from the well.

2. The Grantor and the Grantee have the right to disconnect from the well and water system at any time.

3. Each party shall be responsible for the water lines running from the well to their parcel and agree to maintain said lines at no cost to the other party.

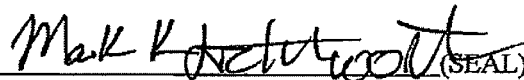
4. None of the parties shall be held responsible as to the amount, quality, and/or potability of the water taken from said well in the absence of negligence or intentional wrongdoing, but the parties shall only be responsible to correct such deficiencies.

5. All parties using the well shall be informed of the need for repairs prior to having the repairs made. In the event any of the parties cannot be contacted or in the event that the contacted parties do not respond within a twenty-four (24) hour period, the remaining parties may have the well and water system repaired with costs being paid on an equal pro rata basis by the parties connected to the system.

6. This agreement shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and shall inure to the benefit of the parties.

WITNESS the following signatures and seals:

LETCHWORTH LIVING LLC

 (SEAL)  
By: Mark K. Letchworth, Member

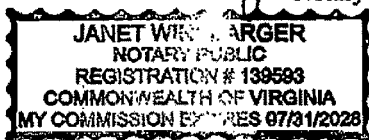
 (SEAL)  
By: Jo-Ann E. Letchworth, Member

Commonwealth of Virginia  
County of Gloucester, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Mark K. Letchworth, Member and Jo-Ann E. Letchworth, Member of Letchworth Living LLC, whose names are signed to the foregoing, have acknowledged the same before me in my jurisdiction aforesaid, on this 9th day of June, 2026.

*Janet Winbarger*  
Notary Public

My commission expires:



DRIFTWOOD PROPERTY MANAGEMENT,  
LLC

By: [Signature], Member (SEAL)

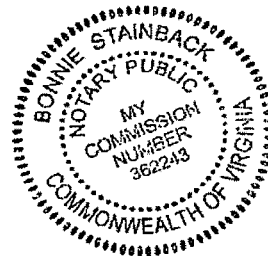
By: Rachel Stainback, Member (SEAL)

Commonwealth of Virginia  
County of Gloucester, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jeffrey Stainback Managing member of Driftwood Property Management, LLC, whose name is signed to the foregoing, has acknowledged the same before me in my jurisdiction aforesaid, on this 10th day of June, 2026.

Notary Public

My commission expires: 9/30/2029



INSTRUMENT 260000739  
RECORDED IN THE CLERK'S OFFICE OF  
MATHEWS COUNTY CIRCUIT COURT ON  
JUNE 11, 2026 AT 11:02 AM  
ELIZABETH A. BROWN, CLERK  
RECORDED BY: MLJ

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