

as more fully set forth and located on plat number 9008 prepared by Wilbur L. Ford, Jr., registered professional land surveyor, attached hereto and marked Exhibit "1", is and has been in continuous, open and notorious use by the Complainants and their predecessors in title for a period in excess of 20 years and that the said Complainants, on behalf of themselves, their successors, personal representatives and assigns, have a prescriptive right to the use of said right-of-way as shown on said plat annexed hereto.

2. That the said Complainants hereby covenant, on behalf of themselves, their successors, personal representative and assigns, that they shall be jointly responsible with the said Ray A. Downs and Audrey D. Downs, his wife, for the maintenance of said right-of-way from its point of intersection with Pryor Road over, through and across the lands now owned by the said Ray A. Downs and Audrey D. Downs, his wife, and said Complainants will cooperate with the said Respondents in the maintenance and upkeep of said right-of-way.

3. That said right-of-way will be open for the free access to the lands owned by the Complainants, H. Lloyd Hoke and Clara May Hoke, his wife, namely, all that lot or parcel of land purchased by the said H. Lloyd Hoke and Clara May Hoke, his wife, from Bessie V. Firor, Widow, by deed dated November 6, 1968, and recorded in Liber 793, folio 652 and that lot or parcel of land purchased by H. Lloyd Hoke and Clara May Hoke, his wife, from Gene Wollard by deed of recent date recorded among the land records of Frederick County, Maryland.

4. That access shall be for the Hokes, their servants, tenants and friends, and for use of motor vehicles or walking or otherwise for the purpose of ingress from and egress to the lands of the Complainants aforesaid to go and return at all times at his, her or their free will so that the Complainants may use and occupy their said land usefully without hindrance.

5. The said Thurmont Bank, as Mortgagee, does execute this Stipulation and Agreement solely for the purpose of indicating its consent thereto and not for the purpose of being bound by any obligations created upon either party thereto.