

Exhibit 6
Ingress and Egress
Agreement

COPY

THIS AGREEMENT made this 8th day of February, 2005, among Home Hill Corporation, a West Virginia corporation, hereinafter referred to as "Home Hill"; MMD, LLC, a West Virginia limited liability company, hereinafter referred to as "MMD"; and Fernbank Subdivision at Cress Creek Unit Owners Association, Inc., a corporation, hereinafter referred to as "FUOA".

WHEREAS, Home Hill designed and developed a real estate subdivision situate in the Shepherdstown District of Jefferson County, West Virginia, known as Fernbank at Cress Creek as the same is described on various plats recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, and

WHEREAS, these subdivision plats describe Fernbank Drive as a means of ingress and egress through and from the said subdivision to public roads, and

WHEREAS, by a deed dated September 18, 2003, recorded in the aforesaid Clerk's Office in Deed Book 979 at Page 576, MMD purchased from Eugene L. Olcott and Margaret W. Olcott 100 acres of land together with a non-exclusive perpetual easement and right of way over and along Fernbank Drive, and

WHEREAS, the parties hereto enter into this agreement to resolve any and all issues respecting the use of Fernbank Drive by MMD and its successors and assigns.

Any reference herein to the property or properties of MMD shall mean the real estate and easements acquired by the Deed recorded in Deed Book 979 at Page 576 of which Edgewood Subdivision, a proposed subdivision of 20 lots, is a part.

In consideration of the mutual promises, covenants, and conditions contained herein, the parties covenant and agree as follows:

1. A. Home Hill agrees to maintain the "connector road" and storm water easement areas attached thereto at its sole expense. The connector road is defined

by the end points of the two subdivisions that are connected thereto. The connector road begins at the terminus of Greystone Drive and ends at the originally designated cul de sac on Howard Farm Road, formerly known as Turner Lane. Maintenance shall include snow removal and repairs as deemed necessary by Home Hill.

1. B. MMD agrees to pay for and install stop signs at the five intersections on Fernbank Drive with painted stop bars if so desired. MMD will pay for and install up to ten "speed limit 24" signs. The private drive signs stating "private drive for use by homeowners, their guests and their deliveries" will be fabricated and installed at MMD expense or may be stored by FUAOA and installed in the future at its expense.
2. Each lot in the Edgewood Subdivision shall pay .375% (7.5% divided by 20 units) of the total of the following five line items: roads, beautification, utilities, insurance, and accounting/administration expenses, established in the annual FUAOA budget as the contribution of each Edgewood Unit Owner for the use and maintenance of Fernbank Drive. (By way of example, for the 2004 budget the assessment would be \$135.44 per unit.) This assessment shall be embodied within any sales agreement between MMD and purchasers of lots within Edgewood Subdivision and covenants of Edgewood so as to create a legal basis for the collection and/or lien by FUAOA to ensure payment thereof.
3. MMD agrees to perform the necessary work to improve the shoulders and five intersections within the existing Fernbank Drive right of way as designed by its engineers. A copy of the design for the shoulders and a typical intersection design are enclosed. At the main entrance of Fernbank Drive, MMD agrees to re-grade the embankment to improve the visibility to the south. All work is to be performed within said right of way or on properties owned by Home Hill.

4. MMD will create an escrow account in the sum of \$50,000.00 as a damage deposit to satisfy any damage to Fernbank Drive within the Fernbank at Cress Creek Subdivision caused by a contractor or subcontractor employed by MMD or its successors for the construction and development of the Edgewood Subdivision. A claim for damages by FUAOA shall be by written notice of such stating the nature and location of the damage and the identity of the contractor or subcontractor causing the same. The said notification along with photographs of the damage must be filed with MMD within 72 hours of the occurrence of the damage. Within 72 hours of receipt of said notification, a representative of MMD and a representative of FUAOA shall meet with the named contractor or subcontractor to address the damage and arrive at a cost to repair the same. Upon determination of said cost, MMD may, in its sole discretion, cause the necessary repairs to be made to correct said damages or shall forward a payment for said damages to FUAOA. The escrow account shall be closed and monies distributed to MMD upon release of the construction bond for the Edgewood Subdivision as approved by the Jefferson County Commission.
5. Delivery of materials to or by subcontractors and contractors employed by MMD for construction and installation of roads, sewer and water utilities and storm drainage within its property shall only occur between hours of 8:00 A.M. to 5:00 P.M. on Monday through Friday. The failure of a contractor or subcontractor to comply with delivery in accordance with this paragraph shall result in a payment by MMD to FUAOA of \$1,000 per occurrence. However, MMD must receive written notification of such setting forth the date and time of the alleged violation and name of the alleged violator within 24 hours of said violation and be given an opportunity to confront the alleged violator regarding such.
6. MMD will pay to FUAOA the annual assessment established pursuant to paragraph 2 hereof for each Edgewood lot from the period of time that the final subdivision plat has been approved until the sale of each lot.

7. MMD agrees to pay \$2,000.00 for each platted lot in the Edgewood Subdivision using Fernbank Drive as its sole access at the time of closing on said lot.
8. MMD agrees to pay for and construct a blinking caution light attached to the State Intersection Warning Sign on Shepherd Grade Road. It will be a solar panel system and as such will be operative as per the manufacturer specifications (eg., not guaranteed past 12 hours per day). The road committee may choose the hours of operation. MMD will not be responsible for the continual maintenance of this sign after it has been installed but will assign without recourse to FUAO any manufacturer's warranty regarding the said light.
9. A. The performance of the obligations and promises of Home Hill and MMD under this agreement are conditioned upon receipt of all state and county approvals, with conditions that are acceptable solely to MMD, necessary for development of the property acquired by MMD from the Olcotts. If this condition is not satisfied then this agreement becomes null and void.
9. B. As set forth in paragraph 3 herein, Home Hill, MMD, and FUAO have agreed to work together concerning engineering for the improvements of the shoulders and five intersections within Fernbank Drive, which will benefit all parties. In the event that a challenge from within the Fernbank community requires MMD to perform further engineering and improvements within the right-of-way of Fernbank Drive in order to obtain the approval necessary to proceed with the development of the property, then 50% of the engineering and improvement costs of the same, up to a maximum of \$10,000, shall be offset from the payments to be paid by MMD under paragraph 7 herein.
9. C. Work or services to be performed by MMD, or its successors or assigns under paragraphs 1B, 3 and 8 hereof shall commence and be completed during the site development of Edgewood Subdivision. Work or services to be performed

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under paragraph 1A hereof shall be a continuing obligation of Home Hill or any subsequent owner of the "connector road".

10. FUAO will not oppose the applications filed by MMD for conditional use approval of development on its property nor any applications or request for subdivision thereof. If requested by MMD, a representative of the board of FUAO will attend any meeting or hearing on the application for the conditional use permit or request for subdivision approval, and express the FUAO's support for such approvals. FUAO will not challenge or oppose the use of Fernbank Drive by MMD or its successors or assigns. The Board of Directors of FUAO acknowledges the rights of MMD and its successors and assigns to use Fernbank Drive for purposes of ingress and egress.

Upon resolutions duly adopted by each of the Boards of Directors at a duly called meeting at which a quorum was present, authority was given to the affixing of each corporate signature hereto by its designated corporate officer.

Home Hill Corporation

By: _____
Margaret M. Drennen, President

MMD, LLC

By: _____
Home Hill Corporation,
Managing Member

Margaret M. Drennen, President

Fernbank Unit Owners Association

By: Ramon A. Alvarez
RAMON A. ALVAREZ
PRESIDENT

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under paragraph 1A hereof shall be a continuing obligation of Home Hill or any subsequent owner of the "connector road".

10. FUAOA will not oppose the applications filed by MMD for conditional use approval of development on its property nor any applications or request for subdivision thereof. If requested by MMD, a representative of the board of FUAOA will attend any meeting or hearing on the application for the conditional use permit or request for subdivision approval, and express the FUAOA's support for such approvals. FUAOA will not challenge or oppose the use of Fernbank Drive by MMD or its successors or assigns. The Board of Directors of FUAOA acknowledges the rights of MMD and its successors and assigns to use Fernbank Drive for purposes of ingress and egress.

Upon resolutions duly adopted by each of the Boards of Directors at a duly called meeting at which a quorum was present, authority was given to the affixing of each corporate signature hereto by its designated corporate officer.

Home Hill Corporation

By: Margaret M. Drennen
Margaret M. Drennen, President

MMD, LLC

By: _____
Home Hill Corporation,
Managing Member

Margaret M. Drennen
Margaret M. Drennen, President

Fernbank Unit Owners Association

By: _____