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MAILED FROM ZIP CODE 23827

**CARTER & DWYER, P.C.**  
ATTORNEYS AT LAW  
18176 S. RAILROAD AVENUE  
P.O. Box 189  
BOYKINS, VIRGINIA 23827

**TO:**

**Amanda Scheps**  
**11301 Pocahontas Trail**  
**Providence Forge, VA 23140**

**COURT ADDRESS:**  
P.O. BOX 1337  
SUSSEX, VA 23884  
PHONE # :434-246-1017



**OFFICIAL RECEIPT  
SUSSEX COUNTY CIRCUIT COURT  
DEED RECEIPT**

DATE : 12/30/2020 TIME : 12:17:12

CASE # : 183CLR200001210

RECEIPT # : 20000003928 TRANSACTION # : 20123000004

CASHIER : SJB REGISTER # : D363

FILING TYPE : DE

PAYMENT : FULL PAYMENT

INSTRUMENT : 200001210 BOOK : 306

PAGE : 959

RECORDED : 12/30/2020

AT : 12:16

GRANTOR : MEADOWVIEW BIOLOGICAL RESEARCH STATI  
ON

EX : N

LOC : CO

PCT : 100%

GRANTEE : COMMONWEALTH OF VA DEPT OF FORESTRY  
RECEIVED OF : CARTER & DWYER, PC

ADDRESS : 900 NATURAL RESOURCES DR CHARLOTTESVILLE, VA 22903

DATE OF DEED : 11/06/2020

CHECK : \$61.00 CHECK NUMBER : 6496

DESCRIPTION 1 : SUSSEX COUNTY

PAGES : 034

OP : 0

NAMES : 03

CONSIDERATION : \$0.00 AVVAL : \$0.00

PIN OR MAP :

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00
106	TECHNOLOGY TRST FND	\$5.00
145	VSLF	\$3.50

ACCOUNT CODE	DESCRIPTION	PAID
301	CLERK RECORDING/INDEXING FEE	\$48.50
442	TRANSFERS TO 113/315	\$1.00

TENDERED : \$ 61.00  
AMOUNT PAID : \$ 61.00

(1076)

(1210)

**NOTE TO TITLE EXAMINERS:** This open-space easement contains restrictions on permitted uses and activities on the property described below that run with the land and are applicable to the property in perpetuity.

Prepared by:  
Damian P. Dwyer (VSB 36248)  
Carter & Dwyer, P.C.  
Post Office Box 189  
18176 S. Railroad Avenue  
Boykins, Virginia 23827

**Rerecorded to fill in blanks in paragraph 23 on page 29 of instrument.**

After recording return to:  
Virginia Department of Forestry  
900 Natural Resources Drive, Suite 800  
Charlottesville, VA 22903  
Attn: Terry Lasher

Insurer: First American Title Insurance Company

PARCEL ID NO. 12-2-1, 12-2-2, 12-A-4, 12-A-14

Consideration: \$193,000

Exempted from recordation tax  
under the Code of Virginia (1950), as amended,  
Sections 58.1-811 (A) (3), 58.1-811 (D)  
and from Circuit Court Clerk's fee under Section 17.1-266 and 17.1-279 (E)

THIS AMENDED AND RESTATED DEED OF GIFT OF EASEMENT (this "Amended Easement") is made and entered into this 6<sup>th</sup> day of November, 2020 (the "Effective Date"), among **MEADOWVIEW BIOLOGICAL RESEARCH STATION**, a Virginia Nonprofit Corporation, whose address is 8390 Fredericksburg Tnpk., Woodford, Virginia 22580 ("Grantor"); the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF FORESTRY**, whose address is 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903 ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns); **ATLANTIC UNION BANK** (the "Bank"); and **G. Pete Humes**, Trustee, (the "Trustee")(the Bank and the Trustee to be listed as additional Grantors for indexing purposes only).

**WITNESSETH:**

R1. WHEREAS, Grantor is the owner in fee simple of real property situated on State Route 602, (Cabin Point Road) in Sussex County, Virginia (the "County"), containing approximately 427.69 acres as further described below and desires to give and convey to Grantee an amended and restated perpetual conservation and open-space easement over the property;

R2. WHEREAS, by virtue of a Deed of Gift of Easement dated June 26, 2012 and recorded on June 29, 2012 in Book 266 and Page 936 of the land records of Sussex County, Virginia, (the "Original Easement") MEADOWVIEW BIOLOGICAL RESEARCH STATION, conveyed unto the Grantee a perpetual conservation and open-space easement providing for the protection of the open

space, scenic, watershed and forestal values of the approximately 231.94 acre property (the "Original Property");

R3. WHEREAS, the Grantor acquired in fee simple additional real property situated on State Route 602, Cabin Point Road, in Sussex County, containing approximately 195.75 acres (the "Additional Property"), as further described below and;

R4. WHEREAS, the Grantor desires to combine both the Original Property and the Additional Property (collectively the "Property") in this amended and restated perpetual conservation and open-space easement over the Property as herein set forth (the/this "Easement");

R5. WHEREAS, the specific conservation values of the Property (the "Conservation Values") include the following:

A. *FOREST*: Approximately 425 acres of the Property are covered in stands of working forests. According to the Natural Resources Conservation Service of the United States Department of Agriculture ("NRCS") Web Soil Survey, all of the soils on the Property are considered highly or very highly productive, exhibiting good to excellent site indices for *loblolly pine*. According to the Virginia Department of Forestry ("VDOP") Forest Conservation Value Analysis as of the Effective Date, 95 percent (95%) of the forestland on the Property has been classified as having a high level of forest conservation value or greater;

B. *WATERSHED PROTECTION*: The Property contains frontage on approximately 1740 feet of Dobie Swamp, a tributary of the Nottoway River, and contains numerous springs and small wetlands, all of which are protected by existing vegetated and forested buffers. Protection of the Property also contributes to the following Conservation Values related to watershed protection:

1. Approximately ten (10) acres of the Property are within the 100-year floodplain along Dobie Swamp; this area is entirely forested, affording flood attenuation benefits by reducing the flow velocity and the amount of debris deposited downstream.
2. The Property contains approximately sixteen (16) acres identified as being within the United States Fish and Wildlife Service ("USFWS") National Wetlands Inventory as of the Effective Date ("NWI Wetlands").
3. Adjacency to the Dobie Swamp Stream Conservation Unit ("SCU"), so designated by the Virginia Department of Conservation and Recreation's Natural Heritage Program ("DCR-NHP") as recognition for its high level of ecological integrity;

C. *NATURAL HABITAT*: The Property's forest cover, fields, edge areas, and springs and streams provide habitat for a variety of wildlife and plant species, and the maintenance of such natural habitat helps support wildlife and fisheries populations in the local ecosystem, which is largely in a natural, undeveloped state. Protection of the Property also contributes to the following Conservation Values related to natural habitat:

1. The Property supports the occurrence of the following significant natural heritage element occurrences:

- i. State critically imperiled plants (S1):
  - Sandhills lily (*Lilium pyrophilum*)”
  - Baldwin’s spikerush (*Eleocharis baldinii*)
  - Yellow pitcher-plants (*Sarracenia flava*)
  - Long-leaf pine (*Pinus palustris*);
- ii. State imperiled plants (S2)s:
  - Red milkweed (*Asclepias rubra*)
  - Hairy seedbox (*Ludwigia hirtella*)
  - Barratt’s sedge (*Carex barrattii*)
  - Purple pitcher-plant (*Sarracenia purpurea*)
  - Purple bladderwort (*Utricularia purpurea*)
- iii. State watch list plants (S3)
  - Collin’s sedge (*Carex collinsii*)
  - Dwarf sundew (*Drosera brevifolia*)
  - Long’s rush (*Juncus longii*)
- iv. State critically imperiled vertebrate animals (S1)
  - Blackbanded sunfish (*Enneacanthus chaetodon*)

2. The Property lies within the Joseph Swamp Conservation Site (“Conservation Site”), designated by DCR-NHP and ranked as highly significant (B3).

D. *SCENIC*: The Property contributes to the scenic views enjoyed by the public from Game Refuge Lake, a property of the Commonwealth of Virginia, Department of Wildlife Resources;

E. *HISTORIC*: There is a cemetery with one headstone, the location of which is shown on Exhibit A attached hereto and made a part hereof;

F. *PUBLIC RECREATION*: The Property’s open space, trails, and wildlife habitat that are adjacent to Game Refuge Lake, will increase the area available for public passive recreation;

G. *GENERAL OPEN SPACE*: The Property is substantially undeveloped, is used primarily for forestal and wildlife habitat purposes, and contains features such as forests and riparian areas which provide general open space benefits to the public;

R6. WHEREAS, Grantee is a governmental agency of the Commonwealth of Virginia (the “Commonwealth”) and a “qualified organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Amended Easement (as defined below in Section I) shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provision of any subsequent federal tax laws and regulations) (the “IRC”) and Treasury Regulation §1.170A-14(c)(1) and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth;

- R7. WHEREAS, Section I of Article XI of the 1971 Constitution of the Commonwealth provides that “[I]t shall be the policy of the Commonwealth to conserve, develop, and utilize its natural resources, its public lands, and its historical sites and buildings. Further, it shall be the Commonwealth’s policy to protect its atmosphere, lands, and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth.”;
- R8. WHEREAS, Chapter 461 of the Acts of 1966, codified in part in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended (the “Open-Space Land Act”) provides “that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources”, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land;
- R9. WHEREAS, as required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Comprehensive Plan (as defined in R16 below) as confirmed by email from Bart Nuckols, Interim Planning Director for Sussex County, dated July 15, 2020, a copy of which is retained in the Grantee’s permanent files;
- R10. WHEREAS, pursuant to the Open-Space Land Act, the purposes of this Amended Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal and open-space use, protecting natural resources, and maintaining and enhancing air and water quality, all as more particularly set forth below;
- R11. WHEREAS, this Amended Easement constitutes (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) as more particularly explained below, and (ii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 et seq. of the Code of Virginia (1950), as amended);
- R12. WHEREAS, this Amended Easement is granted “exclusively for conservation purposes” under IRC §170(h)(1)(C) because it effects “the preservation of open-space (including farmland and forest land)” under IRC Section 170(h)(4)(A)(iii). Specifically, the preservation of open-space on the Property is pursuant to clearly delineated state and local governmental conservation policies, as more particularly described herein below, and for the scenic enjoyment of the general public, and will yield a significant public benefit; and is for the preservation of land areas for outdoor recreation by, or the education of, the general public under IRC Section 170(h)(4)(A)(i);
- R13. WHEREAS, The Virginia Land Conservation Foundation (“VLCF”), established under §10.1-1017 *et seq.* of the Code of Virginia, has provided funding for partial purchase of the fee simple interest in the Additional Property pursuant to VLCF Grant Program Project Contractual Agreement, Project Number VLCF-182(18), effective as of November 1, 2017, in the amount of one hundred seventy five thousand dollars (\$175,000.00). The conveyance of this Amended Easement is a condition of the grant to ensure the permanent protection of the Property’s Conservation Values.

R14. WHEREAS, The Virginia Department of Environmental Quality has required specific restrictions contained in Section II of this Amended Easement to accomplish the water quality purposes of the Fund and this Amended Easement;

R15. WHEREAS, pursuant to Chapter 22, Title 62.1 of the Code of Virginia of 1950, as amended, the State Water Control Board authorized funding from the Virginia Water Facilities Revolving Fund to Grantor from the Virginia Resources Authority (VRA), as Administrator of the Fund, in the amounts of \$290,000, which funding consisted of a principal repayment loan in an amount up to \$145,000 and a principal forgiveness loan in an amount up to \$145,000 for the purchase of the Original Property and \$424,506 for the purchase of the Additional Property along Cabin Point Road in Sussex County, Virginia in further;

R16. WHEREAS, this Amended Easement open-space in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

A. Land conservation policies of the Commonwealth as set forth in:

1. Section 1 of Article XI of the Constitution of Virginia;
2. The Open-Space Land Act cited above, which in Section 10.1-1700 authorizes the acquisition of non-possessory interests in real property by Grantee for the purpose of “retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, [...]” and that open-space land means, among other lands, land which is provided or preserved for “agricultural and forestal production”. See definition of “open-space easement” at Va. Code § 10.1-1700. Section 10.1-1703 of said Act further states that “[w]henver practicable in the judgment of the public body, real property acquired pursuant to this chapter shall be made available for agricultural and timbering uses which are compatible with the purposes of this chapter”;
3. Chapter 11 of Title 10.1 of the Code of Virginia (1950), as amended, which establishes the VDOF and sets forth its powers and authority;
4. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia (1950), as amended, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth’s unique natural resources, wildlife habitats, open spaces and forest resources;
5. The Agricultural and Forestal Districts Act, Sections 15.2-4300 through 15.2-4314 of the Code of Virginia, which states that: “It is the policy of the Commonwealth to conserve and protect and to encourage the development and improvement of the Commonwealth’s agricultural and forestal lands for the production of food and other agricultural and forestal products. It is also the policy of the Commonwealth to

conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open spaces for clean air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes”;

6. Chapter 10.2 Virginia Land Conservation Foundation of Title 10.1 Conservation Sections 10.1- 1017 *et seq.* of the Code of Virginia, which provides for funding to acquire property interests (including development rights) for the protection and preservation of, among other kinds of land, “agricultural and forest land”;
7. In 1987, Congress amended the Clean Water Act to authorize the United States Environmental Protection Agency (EPA) to establish the National Estuary Program with the purpose of protecting estuaries of “national significance.” *See* Water Quality Act of 1987, H.R. 1, 100<sup>th</sup> Cong. § 317(a)(1987). Congress specifically directed the EPA to give “priority consideration” to the Albemarle Sound in the establishment of the program, giving rise to the present-day Albemarle–Pamlico National Estuary Program (APNEP). In its 2012–2022 Comprehensive Conservation and Management Plan, the Policy Board of the APNEP stated:
  - a. “Protection of existing land cover is critical for making improvements in water quality, and the survival of important species will depend on our ability to preserve critical and connected habitats along estuarine, riverine, and upland systems. [...]”
  - b. “Riparian buffers trap and filter polluted runoff, preventing sediments, nitrogen, phosphorus, pesticides, and other substances from entering the sounds. APNEP will support the purchase of land or conservation easements to protect buffers. APNEP will promote and endorse policies that encourage leaving riparian zones in a natural state.”
8. Grantee’s practices in reviewing and accepting this Amended Easement, which practices include a Forestland Conservation staff review and evaluation of the Property using its Forest Conservation Value criteria, which is a geographic information system analysis that assesses the Property’s forestal, water quality protection, and terrestrial and aquatic habitat attributes, and relative threat of conversion;

B. Land use policies of the County of Sussex as follows:

1. The Sussex County Comprehensive Plan Update, adopted on October 20, 2005 (“Sussex County Comprehensive Plan”), which plan the restrictions set forth in this Amended Easement conform to and support, and which contains the following:

**Chapter II: Concerns and Aspirations**

**B. Issues and Existing and Emerging Conditions**

**11. Natural Systems**

Sussex County’s natural systems feature the Nottoway River, vast wetland and swamp



areas, and thousands of acres of forests, open space, and undeveloped areas. The County's goal should be to conserve protective functions of wetlands, swamps, flood plains, and rivers and streams. (p. II-6). . .

### **C. County Vision**

#### **1. General Comprehensive Plan Objectives**

The continuation of its present physical appearance and form is very important to the County if it is to maintain its character and appeal. (p. II-13)

#### **2. Vision Statement**

**SUSSEX COUNTY VISION STATEMENT:** Sussex County seeks to maintain its rural character and natural beauty. The County is intent upon protecting its forest resources, agricultural lands, and natural environmental systems. It will accomplish its objectives by: . . . protecting and preserving view sheds; protecting and preserving the natural environment and surface and ground waters. . . (p. II-13).

### **Chapter IV: Economy**

#### **C. Agriculture and Forestry**

Forests and related wood products industries are a vital part of the economy and natural appeal of Sussex County. (p IV-9). Future land use planning should include forests in the broad definition of agriculture and recognize lands best suited for forestry development. The forests produce timber products, provide recreational opportunities, provide food and shelter for wildlife, and protect the area's water resources. (p IV-16).

### **Chapter VIII: Natural Systems and Environmental Conditions**

#### **H. Conclusions and Observations**

Sussex County possesses an abundance of forests, wetlands, and other natural areas that should be protected and conserved. Programs and initiatives aimed at management of these resources should be encouraged by the County. (p. VIII-13)

### **Chapter X: Plan for the Future**

#### **A. Introduction**

##### **1. Agricultural and Forested Lands**

The main purpose of this land use classification is to . . . reduce the effects of soil erosion, and protect watersheds . . . Permitted uses are restricted to agricultural and others that are compatible with the existing land use pattern, such as forestry, passive recreation, and other conservation uses, as well as incidental residential use.

##### **6. Conservation Areas**

Primary environmental concerns arising from this combination of circumstances include deforestation, soil erosion, storm water runoff from built surfaces, destruction of wildlife habitat, the loss of agricultural acreage, and the destruction of property and loss of life due to flood waters. (p. X-1)

The conservation classification covers the unincorporated portions of the County which may exhibit one or more of the environmentally sensitive land conditions stated above. The conservation area is not suitable for intensive land use development and this category of land use is intended for the conservation of water and other natural resources (forests and prime agricultural land) of Sussex County, thereby reducing soil erosion in the floodplain areas, preventing pollution of the major streams and rivers, and preserving the quality of open space for future generations to enjoy. (p. X-3)

### **C. County-wide Goals and Objective**

#### **Issue 2 Community Appearance**

**Goal 1:** Guide and support sound and attractive land use development with the County that will result in the least possible adverse fiscal and environmental impact.

**Goal 2:** Remain aesthetically pleasing while maintaining rural atmosphere, open spaces, and natural areas.

#### **Issue 11 Natural Systems**

**Goal 1:** Preserve and develop forestry, agriculture, and related industry as important economic components of the County. Provide for the wise use of the County's nonrenewable earth and mineral resources, while protecting the beauty of the landscape.

**Goal 2:** Conserve protective functions of wetlands, flood plains, and other shore line features for their natural storm protection functions and their natural resources giving recognition to public health, safety, and welfare issues.

#### **Objectives:**

1. Protect prime agricultural land.
4. Protect and conserve surface and groundwater resources.
5. Eliminate waste and unnecessary destruction of plant life and encourage re-vegetation practices.
7. Protect ecological and otherwise fragile areas for open space, forestall (sic), and agricultural uses.
8. Reserve flood hazard areas for open spaces, forestall (sic), water and agricultural uses. (P. X-24)

#### **Issue 21 Water Quality**

**Goal:** Maintain, protect, and where possible, enhance water quality of public waters.

#### **D. Planning Areas' Goals and Objectives**

##### **6. Rural Areas**

**Goal:** To protect and preserve the predominately agricultural, forestall (sic), and rural character of rural areas.

##### **Objectives:**

1. Protect the agricultural and forestall (sic) areas by discouraging premature conversion of prime farmland and woodlands for residential, commercial, or industrial development.
3. Prevent incompatible land uses from locating in the vicinity of prime agricultural areas.
6. Preserve the environmentally sensitive land located within the planning area.
7. Identify the environmentally sensitive areas that pose constraints to development such as floodplains, wetlands, areas with steep slopes, and areas with undesirable soil conditions.
8. Restrict development within the environmentally sensitive areas and reserve them for open spaces, forestall (sic) uses, water sources, agricultural uses, and passive recreation.
9. Establish conservation districts to protect the environmentally sensitive areas of the planning area.
12. Maintain the rural character of the planning area. (p. X-59)

According to the "Planning Area Boundaries Map" (Exhibit IX-A), the Property lies within the Rural Area, the purpose of which is that "these areas remain rural in nature with land reserved for agricultural and forested uses." (p IX-15).

2. The Property is zoned A-1, General Agricultural District. This district is presently occupied by farms, forests, conservation areas and other types of rural uses. It is designed to protect these existing conditions and to encourage only that future development which promotes the rural qualities of the County. It is also the intent of this district to provide for low-density rural housing which is arranged to minimize impact upon agricultural activities; to maximize open space which may be used for agriculture and forestry; and to be compatible with the rural qualities of the County. Agriculture and forestry are by-right uses in this district.

R17. WHEREAS, Grantee has engaged in the review described above, considered and evaluated the benefits provided by this Amended Easement to the general public as set forth in these Recitals, and concluded that the protection afforded the open-space and Conservation Values by this Amended Easement will yield significant public benefit and further the conservation objectives of Grantee and the Commonwealth;

R18. WHEREAS, this Amended Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in the Recitals above and, more particularly, as set forth below:

A. The preservation of the open space character of the Property minimizes development of the Property which existing and foreseeable trends in the vicinity of the Property indicate is increasing and which would lead or contribute to the degradation of the natural, rural, or scenic character of the area;

B. This Amended Easement will operate as a covenant to assure that sustainable forest management practices are observed, which covenant will run with the Property in perpetuity, thus providing:

1. The potential for continuous supplies of forest products;
2. Natural benefits such as clean air and water, wildlife habitat, and biodiversity; and
3. Opportunity for natural resource-based educational, scientific, and recreational pursuits;

C. The preservation of the Property as open space and working forest will allow the Property to continue functioning as an effective buffer for the adjacent Dobie Swamp Stream Conservation Unit, the Joseph Pines Conservation Site, and Game Refuge Lake;

R19. WHEREAS, Grantor and Grantee desire to protect in perpetuity the Conservation Values as specified in R5 above and the purposes of this Amended Easement as specified in Section I by restricting the use of the Property as set forth in Section II;

R20. WHEREAS, Grantee has determined that the restrictions in this Amended Easement will preserve and protect in perpetuity the Conservation Values;

R21. WHEREAS, Grantee has determined that the restrictions in this Amended Easement will limit use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values and the governmental conservation policies furthered by this Amended Easement;

R22. WHEREAS, Grantee, by acceptance of this Amended Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual covenants herein and their acceptance by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Grantor does hereby give, grant and convey to Grantee an amended and restated conservation and open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of approximately 427.69 acres in gross located in Newville Magisterial District, Sussex County, Virginia, fronting on State Route 602 (Cabin Point Road) to-wit:

Parcel 1:

All that certain tract or parcel of land lying and being in Newville Magisterial District, Sussex County, Virginia, containing 100.97 acres including 0.66 acre located within the right of way of

Route 602 and being designated as Parcel 1 as shown on a plat made by S.V. Camp, III and Associates Inc., dated February 23, 1995 of record in the Clerk's Office of the Circuit Court of Sussex County, Virginia in Plat Book 19 at Page 35.

Being the same property conveyed unto Meadowview Biological Research Station Inc., a Virginia Corporation by Deed dated October 11, 2004 and recorded in Deed Book 206 at Page 199.

Parcel 2:

All that certain tract or parcel of land together with any improvements thereon and all appurtenances thereto belonging, lying, being and situate on the northwestern side of State Route No. 602 (Cabin Point Road) in the Newville Magisterial District, Sussex County, Virginia, containing 95.48 acres more or less, and indicated as Parcel 2 on a plat thereof entitled "Plat Showing Subdivision of Property For American Timberland Co. Newville Magisterial District, Sussex County, Virginia", surveyed by S.V. Camp III and Associates Inc, dated February 23, 1995 recorded in the Clerk's Office of the aforesaid County in Plat Book 19 at Page 35.

Being the same property conveyed unto Meadowview Biological Research Station, Inc., a Virginia Corporation, by Deed dated June 27, 2012, recorded in Deed Book 266, at page 411.

Parcel 3:

All that certain tract or parcel of land together with any improvements thereon and all appurtenances thereto belonging, lying, being, and situate on Route No. 602 (Cabin Point Road) in the Newville Magisterial District, Sussex County, Virginia, containing 35.49 acres, more or less, and being depicted as "Parcel to be Conveyed" on that certain *Plat of Survey of 35.49 Acres – 1,546,062 Sq.Ft., Newville District, Sussex County, Virginia Owned by Goodwood Virginia, LLC* prepared by Crutchfield & Associates, Inc., dated March 26, 2012, and recorded in the Clerk's Office for the Circuit Court of Sussex County, Virginia in Plat Book 23, Page 30.

Being the same property conveyed unto Meadowview Biological Research Station, Inc., a Virginia Corporation, by Deed dated June 27, 2012, recorded in Deed Book 266, at page 909.

Parcel 4:

All that certain tract or parcel of land, lying and being situate in Newville Magisterial District, Sussex County, Virginia, containing 195.75 Acres, more or less, as shown on a Survey found in the Name of Blackwater Land & Timber LLC, prepared by S.V. Camp, III & Associates, Inc. dated September 25, 2020, of record in the Circuit Court Clerk's Office of Sussex County, Virginia, as Plat Book 24, page 113.

Being a portion of the same property conveyed to Blackwater Land and Timber, LLC, by Deed from Goodwood Virginia, LLC, dated February 23, 2016, recorded in Deed Book 283, page 536, in the Clerk's Office of the Circuit Court of Sussex Co.

The Property is shown as Tax Map Nos. 12-2-1, 12-2-2, 12-A-4, and 12-A-14 among the land records of the County of Sussex, Virginia. Even though the Property consists of four (4) parcels for real estate tax purposes and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Amended Easement, and the restrictions and covenants of this Amended Easement shall apply to the Property as a whole.

**SECTION I – PURPOSES**

The purpose of this Amended Easement is to preserve and protect: (a) the Conservation Values in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III.

A. Principal objectives are to assure in perpetuity:

1. That sustainable forest management practices will be observed, operating as a covenant that will run with the Property, thus making available continuous supplies of forest products and natural benefits such as clean air and water and wildlife habitat.
2. That productive forest resources will be established and maintained on the Property.
3. The long-term, silviculturally-sound management of those resources in a manner that minimizes negative impact and the duration of impact on surface water quality, wildlife habitat, and the other Conservation Values.

B. Additional objectives are to encourage sustainable management of soil and water resources and to conserve the watershed, natural habitat, scenic, scientific, public recreation, and general open space Conservation Values as described in the above Recitals and documented in the Baseline Documentation Report (the “BDR”) described in Section IV below.

**SECTION II – RESTRICTIONS**

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. Grantor shall not undertake any reserved or permitted use on the Property in a manner that is: (i) inconsistent with the conservation purposes of the donation or (ii) consistent with the conservation purposes of the donation, but destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the conservation interests that are the subject of the donation.

Nothing contained in this Section II shall obviate the requirements of Grantor, its successors, or assigns to comply with applicable local land use and zoning requirements.

The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISIONS:** The Property shall not be divided or subdivided into, or separately conveyed as, more than two [2] parcels with such division being expressly limited to the following

configuration: the division shall follow State Route 602 (Cabin Point Road), such that Parcel A would include all of that portion of the Property located on the north side of Cabin Point Road and that Parcel B would include all of that portion of the Property located on the south side of Cabin Point Road as more particularly shown on Exhibit A. For purposes of this Amended Easement, division of the Property includes, but shall not be limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property. Grantor shall give Grantee thirty (30) days written notice as provided in Section V, Paragraph 7 prior to making any division of the Property.

The parties acknowledge that widening or improvement to State Route 602 (Cabin Point Road) may be necessary and may require expansion of the current right-of-way ("ROW"). The acquisition of a *de minimis* portion of the Property adjacent to said public ROW for minor road improvements by either voluntary conveyance or eminent domain, or a conveyance or dedication of an existing prescriptive ROW to the Commonwealth, County, or other public authority, shall not be considered a division or subdivision of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Amended Easement, provided that Grantee approves in writing such conveyance or taking, which approval shall be contingent upon the project including all practical actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its Conservation Values. If not approved, then the conveyance or taking shall be subject to the provisions of Section 10.1-1704 of the Open-Space Land Act. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to the widening or minor improvement of the aforementioned roads in their present alignment, by a maximum additional width of twenty-five (25) feet of the Property, as measured from the edge of the existing ROW. For the purpose of this paragraph "minor road improvements" include, but may not be limited to, maintenance, correction, repair, or upgrading of the existing public road(s). "Minor road improvements" does not include the addition of new travel lanes or relocation of the roadbed. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Amended Easement.

2. **DWELLINGS, BUILDINGS, STRUCTURES, ROADS, AND UTILITIES:** No dwellings, buildings, structures, roads or utilities other than those specified in this Paragraph 2 are permitted on the Property.

For the purposes of this Amended Easement, a "Dwelling" shall be defined as a building or structure, such as a residence, cottage, or cabin (improved or unimproved) or a portion of a building or structure, such as a barn or garage apartment, used or intended to be used for permanent, temporary, seasonal, or periodic human habitation by one or more persons or families. "Above-ground Footprint" shall be defined as the total area occupied by any Dwelling, building, or structure at the ground level or above, and associated impervious surfaces, including but not limited to porches, decks, overhangs, sidewalks, and patios.

#### A. DWELLINGS, BUILDINGS AND STRUCTURES

- (i) [2] "Dwelling(s)", neither of which exist as of the Effective Date. Such Dwelling(s) shall not individually exceed 3000 square feet of above-ground footprint or forty (40) feet

in height as measured from lowest point of final grade to highest ridge of roof without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height, and siting of the proposed Dwelling on the Conservation Values and consistency with conservation purposes.

In the event of division of the Property as provided in Section II, Paragraph 1, one (1) Dwelling shall be allocated to each permitted parcel in the instrument creating the division or other recorded instrument. Only one (1) Dwelling shall be allowed per parcel.

(ii) "Non-residential Outbuildings and Structures" commonly and appropriately incidental to the Dwellings permitted in subparagraph (i) of this paragraph, and sized appropriately to serve as amenities to residential or recreational use, including but not limited to garages (attached or unattached), sheds, gazebos, shelters, swimming pools (above ground or in ground) and tennis and other recreation courts. The aggregate Above-ground Footprint of the Non-residential Outbuildings and Structures for each permitted Dwelling shall not exceed 2,000 square feet unless prior, written approval shall have been obtained from Grantee that a larger aggregate Above-ground Footprint is permitted considering the impact to the Conservation Values and consistency with conservation purposes.

(iii) "Farm Buildings or Farm Structures", not exceeding 4,500 square feet of Above ground Footprint may be constructed on the Property. No Farm Building or Farm Structure exceeding 4,500 square feet of Above-ground Footprint may be constructed on the Property unless prior written approval for the Farm Building or Structure shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Conservation Values and consistency with conservation purposes. For purposes of this Amended Easement, a Farm Building or Structure shall mean a building or structure originally constructed and used for the activities specified in Section II Paragraph 3, subparagraph A or B.

(iv) Small-scale "Miscellaneous Structures", the existence of which is consistent with the conservation purposes and which will not impair the Conservation Values, and does not meet the definition of the above categories, such as hunting stands, picnic structures, fences, boardwalks, or structures for crossing of streams or wetlands. Any Miscellaneous Structure shall not individually exceed 150 square feet of Above-ground Footprint unless prior, written approval shall have been obtained from the Grantee.

Grantor shall have the right to construct new Dwellings, buildings and structures permitted in this Section II, Paragraph 2 and to repair, maintain, renovate and replace all new and existing permitted Dwellings, buildings and structures on the Property, within the limitations set forth in this Amended Easement.

All or a portion of the allowable square footage for dwellings set forth in Section II, Paragraph 2 subparagraph A may be allocated to any number of buildings to be used for natural resource-based educational, scientific, or recreational purposes, provided that Grantee determines that the conversion of dwellings or the construction of new buildings for such purposes is consistent with



the conservation purposes of this Amended Easement, determines that such conversion or construction will not impair the conservation values protected herein, and gives prior written approval of such conversion or construction. The approval of such construction shall take into consideration the impact of the size, height, and siting of the proposed building(s) on the conservation values of the Property.

Grantor shall give Grantee thirty (30) days' written notice as provided in Section V, Paragraph 8 before beginning construction (including replacement) or enlargement of any Dwelling, building, or structure permitted by subparagraphs (i), (ii), and (iv) on the Property or before any ground clearing in preparation for such activity.

#### B. ROADS AND STREAM CROSSINGS

- (i) Private roads, including stream crossings, and access easements to parcels created by or in conjunction with permitted divisions of the Property.
- (ii) Private roads, stream crossings, or driveways to serve permitted Dwellings or structures.
- (iii) Roads and stream crossings for other permitted uses, such as farming or forestry.

Grantor may not construct any roads with a non-permeable surface, place a non-permeable surface on existing roads, or construct stream crossings without Grantee's prior review and written approval.

Construction of any new roads and stream crossings must be done in accordance with: (a) an approved Plan (as defined in Paragraph 5A below); (b) an approved Pre-harvest Plan (as defined in Paragraph 5B below); or (c) otherwise upon Grantee's prior review and written approval.

#### C. UTILITIES

- (i) Energy structures used to harness natural renewable energy sources such as sunlight, wind, water, or biomass and scaled to provide electrical energy or pump water for permitted Dwellings, buildings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment including, but not limited to, solar panels, wind turbines, and micro-hydro installations and such structures; and, only if approved in writing by Grantee, to provide electrical energy to neighboring properties; and
- (ii) Public or private utilities to serve permitted Dwellings, buildings, or structures only and public or private utilities to serve parcels created by permitted divisions of the Property. New public or private utilities that do not serve the Property shall not cross the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the Conservation Values and is not inconsistent with the Conservation Purpose and gives its prior, written approval for such construction and maintenance. Grantor reserves its separate rights to approve such public or private utilities.

D. LOCATION RESTRICTIONS

- (i) The Dwellings and incidental structures permitted in Paragraph 2 subparagraphs A(i) and A(ii) above shall not be located outside the "Allowable Building Area" or ("ABA") as shown on Exhibit A, attached hereto and made part hereof,
- (ii) Subject to Grantee's prior review and written approval, and only if such review finds no negative impact to the Conservation Values and conservation purposes of this Amended Easement, the ABA may be moved or reconfigured if an adequate area of that shown on Exhibit A is not found to be suitable for a septic system and/or private drinking water well.
- (iii) Farm Buildings and Farm Structures permitted in Paragraph 2 subparagraph A(iii) above shall be constructed within the ABA, or within or no more than 100 feet from any agricultural field. For purposes of this subparagraph, an agricultural field shall mean non-forested acreage at least five (5) acres in size, actively maintained in hay land, row crops, pasture, vineyard, or horticultural production.
- (iv) No Dwelling, buildings or structures permitted in Paragraph 2, subparagraphs (i) through (iii) above shall be located within the Riparian Buffers hereinafter described in Paragraph 7 below or within the NWI wetlands shown on Exhibit A, unless Grantee approves the location in writing upon demonstration by the Grantor that the NWI wetlands no longer exist on the Property to the extent shown on Exhibit A, or are in a different location than shown on Exhibit A.

E. COLLECTIVE FOOTPRINT

- (i) The collective footprint of impervious surfaces on the Property is limited by this Amended Easement. For the purposes of this Paragraph, the "Collective Footprint" is the Above-ground Footprint of the Dwellings, buildings, and other structures set forth in Section II, Subparagraphs 2A(i) through 2A(v) above and all other impervious surfaces (i.e. patios, swimming pools, tennis courts, basketball courts, etc.) measured in square feet, located on the Property, excluding roads.
- (ii) The Collective Footprint on the Property shall not exceed 20,000 square feet, provided that if Grantor can demonstrate that an increase in the Collective Footprint would result in increased protection of the Conservation Values and be consistent with the conservation purposes, Grantee may approve such increase.
- (iii) In the event of division of the Property as provided in Section II, Paragraph 1, the Collective Footprint on each separate parcel shall not exceed 10,000 square feet per parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

**3. INDUSTRIAL OR COMMERCIAL ACTIVITIES:** Industrial or commercial activities are prohibited with the exception of the following:

- A. Forestry and agriculture (including livestock production and equine activity).
  - B. Small-scale incidental commercial or industrial operations related to activities set forth in (A) above, such as the processing and sale of products produced on the Property, that Grantee approves in writing as being consistent with the conservation purposes.
  - C. Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, that are otherwise consistent with the conservation purposes and do not diminish the Conservation Values.
  - D. Activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.
  - E. Hunting and fishing, including membership-based hunting and/or fishing clubs, and the sale of permits to guests for hunting and/or fishing.
  - F. Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological or natural carbon sequestration and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Amended Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's written approval, Grantor is free to participate in same at Grantor's sole discretion and to retain any remuneration derived therefrom.
4. **PRESERVATION OF FOREST ACREAGE:** The forested area of the Property shall not be converted to another land cover, except in the following cases:
- A. To accommodate Dwellings, buildings and structures permitted under Paragraph 2 above.
  - B. For agricultural uses as provided for in Paragraph 3(A) above.
  - C. For providing or improving wildlife habitat pursuant to a wildlife habitat management plan developed by a professional wildlife biologist.
  - D. For creating an impoundment, subject to Grantee's prior review and written approval.

Notwithstanding the foregoing, in each instance where more than three (3) acres of forest is converted to another use in any ninety (90)-day period, a written forest conversion plan approved in advance, in writing by Grantee, is required. Such forest conversion plan shall be submitted to the Grantee for approval thirty (30) days before beginning the conversion of any forest in excess of three (3) acres as set forth above and shall provide, at a minimum, a description and map of the

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[area to be converted a description of]  
area to be converted a description of the land use to be established, and a description of the Best Management Practices to be implemented in connection with the conversion.

In any event and notwithstanding anything contained herein to the contrary), at least 173 acres of Parcel A (north side of SR 602) and 186 acres of Parcel B (south side of SR 602) shall remain in forest cover in perpetuity.

No forest within the Riparian Buffers shall be converted from forest coverage, except as may be necessary to create a water impoundment, provided that if Grantor can demonstrate that converting forests within the Riparian Buffers would result in increased protection of the Conservation Values and not be inconsistent with the conservation purposes, Grantee may approve such conversion from forest coverage.

No forest within the NWI Wetlands shall be converted from forest coverage, provided that if Grantor can demonstrate that converting forests within the NWI Wetlands would result in increased protection of the Conservation Values and not be inconsistent with the Conservation Purposes, Grantee may approve such conversion.

## **5. FOREST MANAGEMENT**

A. FOREST STEWARDSHIP MANAGEMENT PLAN. All forest management activities conducted on the Property, including timber harvesting, shall be in accordance with an approved Forest Stewardship or multiple resource forest management plan (the "Plan").

- (i) The Plan shall be prepared, and reviewed and approved as set forth in subparagraphs (ii) and (iii) below, within one (1) year of the Effective Date.
- (ii) The Plan shall only be prepared or updated by a forester meeting the qualification specified in Section 10.1-1181.9 of the Code of Virginia (1950), as amended.
- (iii) The Plan and any updates must be approved in writing by Grantee, which approval shall be limited to consideration of whether: (a) the Plan accurately and adequately describes the forest conditions of the Property; and (b) the recommendations in the Plan comply with sound silvicultural practices, protect Conservation Values, and are consistent with the conservation purposes.
- (iv) The Plan shall acknowledge the rare plants, listed in Recital 5, paragraph C1 (i-iii) and as shown on Exhibit A, and shall provide recommendations to avoid or minimize impacts to the locations of these rare plants.
- (v) The Plan shall acknowledge the Cemetery Protection Area defined in Paragraph 6 below and as shown on Exhibit A and shall provide recommendations to avoid or minimize impacts to the Cemetery Protection Area.
- (vi) The Plan must have been prepared or last updated no more than ten (10) years before any forest management activity or timber harvest.

(vii) The Plan may be updated at any time, and shall be updated within six (6) months after either: (a) a significant change in forest conditions as determined by Grantee; or (b) the transfer of all or any part of the Property to a new owner.

B. PRE-HARVEST PLAN. All timber harvesting activities, including salvage harvests, conducted on the Property shall be in accordance with an approved pre-harvest plan (the "Pre-harvest Plan").

(i) Grantor shall give Grantee thirty (30) days' written notice as provided in Section V, Paragraph 7 in advance of any timber harvest or similar activity. A written Pre-harvest Plan consistent with the Plan shall be submitted with said notice for review and written approval by Grantee. Said approval shall be effective for one (1) year, provided there is no significant change in conditions as determined by Grantee.

(ii) The Pre-harvest Plan shall be prepared according to VDOF guidelines, in sufficient detail to protect site, soil, water quality, the rare plants listed in Recital 5, paragraph C1 (i-iii) and the Cemetery Protection Area described in Paragraph 6, below, and as shown on Exhibit A.

(iii) Upon the approval of the Pre-harvest Plan by the Grantee, timber harvesting may commence.

(iv) Grantor shall notify Grantee no later than seven (7) days after completion of the timber harvest.

(v) Notwithstanding any other provision of this Amended Easement, the following activities shall be permitted without a Pre-harvest Plan or further permission from Grantee: (a) non-commercial, *de minimis* cutting of trees for trail clearing or daylighting of forest roads (not to exceed ten (10) feet on either side of the road); (b) cutting of firewood for Grantor's domestic use; (c) removal of trees that pose an imminent hazard to human health or safety; and (d) removal of invasive species.

C. BEST MANAGEMENT PRACTICES. Best Management Practices ("BMPs"), including Streamside Management Zones ("SMZs"), as specified in the VDOF *Virginia's Forestry Best Management Practices for Water Quality Technical Manual* ("BMP Manual") or any successor guidance promulgated by the Commonwealth, in effect at the time of the activity, shall be used to control erosion and protect water quality when any forestry activity, including timber harvesting, is undertaken.

(i) SMZs shall be established and maintained as specified in this Paragraph 5 along all streams, watercourses, and water bodies that flow through or are adjacent to the Property. For the purposes of this Paragraph 5 and Paragraph 7 below, a "Stream" is defined as any watercourse (including but not limited to rivulets, brooks, creeks, or rivers) that holds water, flowing or otherwise, seasonally, ephemerally, intermittently, or perennially and evidenced by channelization, streambed scouring, or bare soil or rock showing in the

stream bed. A "Water Body" is, and may be referred to as any natural or man-made impoundment, pond, lake, reservoir, swamp, marsh, or other area which ordinarily contains water, and is typified by a surface area of water and which has a discernible shoreline.

(ii) The width of the SMZs shall be a minimum of one hundred (100) feet or as specified in the BMP Manual, whichever is more restrictive at the time of the activity. SMZ widths shall be measured on a horizontal plane perpendicular from the top of the bank, at a period of ordinary flow (or in the case of intermittent or seasonal streams, intermittent or seasonal flow).

- D. **FOREST PROTECTION.** The Plan shall include recommendations to prevent wildfires. The Plan shall likewise address and recommend appropriate measures to prevent or treat damage to the forest caused by disease and insects.
- E. **INVASIVE SPECIES.** No plant species that is listed as a "Highly Invasive Alien Plant Species" by DCR-NHP (or as a highly invasive alien plant species on any successor list promulgated by the Commonwealth) shall be purposely introduced onto the Property. The Plan shall include recommendations for removing or preventing the establishment of such invasive species.
- F. **WOODLAND GRAZING.** The grazing of livestock in the forest shall be prohibited except as approved in writing by Grantee in areas where Grantee determines that tree growth, water quality, wildlife habitat, and other Conservation Values are not likely to be damaged by such grazing. Such allowed woodland grazing areas, if any, are designated in the BDR; such areas may be designated and/or revised in subsequent addenda to the BDR as described in Section IV.

**6. CEMETERY PROTECTION AREA ("CPA"):**

- A. To protect the cemetery a Cemetery Protection Area ("CPA") is hereby established as shown on Exhibit A.
- B. **PROHIBITED ACTIVITIES.** The following activities are prohibited within the CPA without Grantee's prior review and written approval:
- (i) Construction of any buildings or structures.
  - (ii) Removal of trees except as part of a timber harvest in accordance with the aforementioned Plan or for restoration and maintenance of the cemetery, provided that it can be demonstrated that no damage to the cemetery would occur.
  - (iii) Plowing, cultivation, road-building, utility ROWs, grading, or other earth-disturbing activity.
  - (iv) Storage of compost, manure, fertilizers, chemicals, machinery or equipment.

(v) Any activity in the judgement of the Grantee that may have an adverse effect on the cemetery.

7. **RIPARIAN BUFFERS:** To protect water quality and natural habitat, riparian buffers (“Riparian Buffers”) shall be established and maintained as specified in this Paragraph 7 along all streams, watercourses, water bodies, and wetlands that are on, flow through, or are adjacent to the Property.

A. **RIPARIAN BUFFER WIDTH.** The width of the Riparian Buffers shall be a minimum of one hundred (100) feet.

Riparian Buffer widths shall be measured on a horizontal plane perpendicular from the top of the bank, at a period of ordinary flow.

Should any of the watercourses meander or change course naturally, the Riparian Buffers shall remain the same width, but move relative to the movement of the watercourse. In such event, any buildings or structures that were outside of the original Riparian Buffer and are determined to be within the new Riparian Buffer shall not be considered in violation of these restrictions and may be maintained at such locations.

B. **PROHIBITED ACTIVITIES.** The following activities are prohibited within the Riparian Buffers:

- (i) Cutting, felling, or removal of standing trees except:
  - a. Within an SMZ as specified in Paragraph 5 above and as part of a timber harvest in accordance with the aforementioned Plan, and Pre-harvest Plan.
  - b. For the removal of invasive species.
  - c. For the removal of dead, diseased, or dying trees, including silvicultural salvage or sanitation harvests in response to a natural disaster, such as a tornado, hurricane, wildfire, flood, insect and disease infestations, or other acts of nature.
  - d. For the removal of trees posing an imminent human health or safety hazard.
  - e. To construct or maintain approved roads or stream crossings as provided for in Paragraph 2B above.
  - f. To establish or maintain fencing along or within the Riparian Buffer to restrict livestock access within the Riparian Buffer.
  - g. To construct impoundments or maintain dams as provided for in Paragraph 4 above. In the event of impoundment construction, the Riparian Buffer shall be maintained as provided for in this Paragraph 7.

(ii) Plowing, cultivation, filling, grading, dumping, dredging, or other earth-disturbing activity, except as may be reasonably necessary for:

- a. Wetland or stream bank restoration, or erosion control, pursuant to a government permit.
- b. Establishing or maintaining fencing along or within the Riparian Buffer.
- c. Constructing or maintaining approved roads or stream crossings as provided for in Paragraph 2B above.
- d. Creating or maintaining trails with unimproved permeable surfaces, designed and appropriately scaled for foot or horse traffic only.
- e. Dam construction to create impoundments.

(iii) Construction of dwellings, buildings or structures as described in Paragraph 2A above.

(iv) Construction of roads or stream crossings, or paving of existing roads, without Grantee's approval, as provided for in Paragraph 2B above.

(v) Livestock access.

(vi) Vehicular use across or within any streambed or channel.

(vii) Storage of compost, manure, fertilizers, chemicals, machinery or equipment.

C. PERMITTED ACTIVITIES. The following activities are allowed within the Riparian Buffers:

(i) Planting of native trees, shrubs, or other vegetation.

(ii) Vegetative pruning to improve health and form of existing trees, maintain horse and foot trails, or improve sightlines from permitted structures.

(iii) Subject to Grantee review and written approval, creation, maintenance or improvement of habitat for long-leaf pine (*Pinus palustris*), purple pitcher-plant (*Sarracenia purpurea*) and yellow pitcher-plant (*Sarracenia flava*), pursuant to a management plan developed by a professional biologist or ecologist, provided that any such activity must increase protection of the Conservation Values and be consistent with the conservation purposes.

8. **BIOCIDES:** Biocides may be used in the course of forest management in accordance with the Plan, to control invasive species, as a part of agricultural operations, around improvements on the Property, or as needed for general maintenance or pest control. Biocides shall not be applied in any manner that is inconsistent with the conservation purposes of this Amended Easement, or that



will negatively affect the Conservation Values. If used, all biocides shall be applied in accordance with all labeling and appropriate safety measures.

9. **GRADING, BLASTING, MINING:** Grading, blasting, or earth removal shall not materially alter the topography of the Property, except those activities listed in Paragraph B below.

A. **PROHIBITED ACTIVITIES.** The following activities earth or ground-disturbing activities are prohibited on the Property:

- (i) Surface or subsurface mining.
- (ii) Oil or gas exploration on or extraction from the Property.
- (iii) Dredging on or from the Property (except for the purpose of impoundment construction and maintenance).

B. **PERMITTED ACTIVITIES.**

- (i) Dam construction, repair, or rehabilitation to create or maintain ponds, excluding storm water retention or detention ponds that serve other properties
- (ii) Restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (F) above.
- (iii) Erosion and sediment control actions pursuant to a government-required erosion and sediment control plan.
- (iv) Construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality during such construction.
- (v) Archaeological excavation for scientific research, education, and study, conducted under generally accepted professional standards in effect at the time of the activity and without adverse impact to the Conservation Values. Such archaeological activities shall comply with the Virginia Antiquities Act, Va. Code §§ 10.1-2300 *et seq.* Grading, blasting, or earth removal in excess of one-half (1/2) acre for the purposes set forth in subparagraphs (A) through (D) above require thirty (30) days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration.

10. **ACCUMULATION OF TRASH:** Accumulation or dumping of trash, refuse, or junk is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable government laws and regulations.

11. **SIGNS:** Billboards, signs, or other advertisements are permitted on or over the Property provided that:

No single sign shall exceed thirty-two (32) square feet in size without prior written approval from Grantee. Total signage visible from outside the Property, excluding property line posting signs, shall not exceed one hundred twenty-eight (128) square feet.

12. **PUBLIC ACCESS:** The Property shall be open to the public for passive recreation, subject to reasonable restrictions posted by Grantor to ensure the safety of visitors. However, the Property may be closed from time to time for resource protection and management, not to exceed six (6) months per calendar year. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster for as long as is necessary to abate the emergency or disaster. Public access facilities, if any, shall comply with the terms of this Amended Easement.
13. **INCONSISTENT USES:** Notwithstanding the foregoing, no acts or uses that are inconsistent with the Conservation Values or the conservation purposes herein protected shall be conducted on the Property.

### **SECTION III – ENFORCEMENT**

1. **RIGHT OF INSPECTION:** Representatives of Grantee may enter the Property from time to time to inspect the Property (including photographic documentation of the condition of the Property) and to enforce the restrictions after reasonable notice to Grantor or Grantor's representative; provided, however, that in the event of an emergency, entrance may be made to prevent, terminate, or mitigate a potential violation of the restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
2. **ENFORCEMENT:** (i) Grantee, in accepting this Amended Easement, commits to protecting the conservation purposes of the Amended Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Amended Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (d) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (e) to enjoin non-compliance by temporary or permanent injunction; and (f) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Amended Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Amended Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

(ii) Notwithstanding any other provision of this Amended Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

(iii) Nothing in this Amended Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

**SECTION IV – DOCUMENTATION**

Grantor has made available to Grantee, prior to conveyance of this Amended Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report (BDR), describes the condition and character of the Property at the time of the conveyance. The BDR may be used to determine compliance with and enforcement of the terms of this Amended Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

**SECTION V – GENERAL PROVISIONS**

1. **DURATION; SUCCESSORS IN INTEREST:** This Amended Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Amended Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Amended Easement terminate upon proper transfer of such owner's entire interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Amended Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Amended Easement, and (iv) no consent of any third party is required for Grantor to enter into this Amended Easement. (v) each person and/or entity signing on behalf of Grantor is authorized to do so, (vi) Grantor is duly organized and legally existing under the laws of the Commonwealth of Virginia.
3. **ACCEPTANCE:** Acceptance of this conveyance by Grantee is authorized by Virginia Code Sections 10.1-1700 through 10.1-1705 and is evidenced by the signature of the State Forester.

4. **INTERACTION WITH OTHER LAWS:** This Amended Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Amended Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
5. **CONSTRUCTION:** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Amended Easement and all language contained herein shall be liberally construed in favor of the grant to effect the purposes of the Amended Easement and the policies and purposes of Grantee. If any provision of this Amended Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Amended Easement (to protect the Conservation Values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Amended Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Amended Easement qualify as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this Amended Easement shall be construed and applied in a manner that will not prevent it from being a qualified conservation contribution.
6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS:** This Amended Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Amended Easement or limit its enforceability in any way.
7. **NOTICE TO GRANTEE; APPROVALS BY GRANTEE:** For the purpose of giving notices hereunder the current address of Grantee is 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903. Any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property, or portion thereof, that is the subject of the notice and which is currently 8390 Fredericksburg Tnpk., Woodford, Virginia 22580. In the event the Grantor receives such tax bill at a post office box, Grantor shall provide Grantee a current street address and notify Grantee in writing of any change in such street address."

Grantor shall give Grantee thirty (30) days' written notice prior to:

- A. Conveying any interest on, in, or over all or a portion of the Property.

- B. Exercising any reserved right that may have an adverse effect on the Conservation Values or conservation purposes.

Such notice shall describe the proposed activity in sufficient detail to allow Grantee an adequate opportunity to evaluate the impact of the proposed activity on the Conservation Values and consistency with the conservation purposes, and to ensure that they are carried out in a manner consistent with the Conservation Values and conservation purposes.

Any approval, consent, or action required or to be made hereunder by the Grantee shall be at the Grantee's sole and absolute discretion.

8. **TAX MATTERS:** The Parties agree and understand that any value of this Amended Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Treasury regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Amended Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable.
9. **GOODS AND SERVICES.** By its execution hereof, Grantee acknowledges and confirms receipt of the Amended Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Amended Easement.
10. **NO MERGER:** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Amended Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE:** Grantee may not transfer or convey this Amended Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Amended Easement are to be continued in perpetuity, (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations, and (iii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
12. **GRANTEE'S PROPERTY RIGHT:** Grantor agrees that the conveyance of this Amended Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that this Amended Easement on the Effective Date bears to the value of the Property as a whole at that time. The proportionate value shall remain constant.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.

14. **EXTINGUISHMENT.** If any unexpected change in the Property or conditions surrounding the Property make impossible or impractical the continued use of the Property for the conservation purposes of this Easement, the provisions of this Easement can be extinguished through a judicial proceeding. In such case, on a sale or exchange of the Property subsequent to and resulting from such an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section V, Paragraph 12 above.

VLCF's shall be entitled to a portion of the proceeds based on a ration of forty two and seven tenths percent (42.7 %) of the proportionate value of the easement for the Additional Property. Grantee and the VLCF shall use their shares of these proceeds in a manner consistent with the conservation purpose of this Amended Easement and the Open-Space Land Act.

15. **AMENDMENT:** Grantee and Grantor may amend this Amended Easement to enhance the Conservation Values or add to the restricted Property, provided that no amendment shall: (a) affect this Amended Easement's perpetual duration; (b) conflict with or be contrary to or inconsistent with the conservation purposes; (c) reduce the protection of the Conservation Values; (d) affect the qualification of this Amended Easement as a "qualified conservation contribution" or "interest in land"; (e) affect the status of Grantee as a "qualified organization" or "eligible donee"; or (f) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County.
16. **JOINT OWNERSHIP:** If Grantor, or its successors, at any time owns the Property, any portion of the Property or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
17. **SEVERABILITY:** It is the express intent of the parties that all provisions of this Amended Easement be considered and construed as part of the whole and that no provision shall be applied in isolation without regard to the overall purposes of this Amended Easement. However, if any provision of this Amended Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Amended Easement shall not be affected thereby.
18. **ENTIRE AGREEMENT:** This Amended Easement, the Exhibits attached hereto and the BDR, set forth the entire agreement of the Parties with respect to this Amended Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Amended Easement.
19. **CONTROLLING LAW; CHOICE OF VENUE:** The interpretation and performance of this Amended Easement shall be governed by the laws of the Commonwealth of Virginia and the United States, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purposes. Any litigation arising out this Amended Easement shall be brought in the Circuit Court of the County in which the majority of the Property lies (by measure of acreage) and by execution of this Amended Easement, the Grantor and Grantee irrevocably consent to the jurisdiction of such Court and waive, to the extent otherwise available, now or in the future, any defense of inconvenience of forum.

**20. RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**

This Amended Easement cites various federal and state statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, except as otherwise set forth herein, this Amended Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the conservation purposes recited herein.

**21. RECORDING:** This Amended Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County, and Grantee may re-record it any time as may be required to preserve its rights under this Amended Easement.

**22. COUNTERPARTS:** This Amended Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Amended Easement, provided each appears in its original typewritten form without deletions, strike-throughs or modifications of any type. Execution of this Amended Easement at different times and in different places by the parties hereto shall not affect the validity of the Amended Easement. Any signature page of any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Amended Easement; provided, however, a fully-assembled Amended Easement, bearing original, notarized signatures shall be assembled for proper recordation.

**23. SUBORDINATION:** The Bank is the secured party under a certain Deed of Trust dated Nov. 20, 2020 and recorded in the Clerk's Office of the Circuit Court of the County in Deed Book 306 at Page 197, which subjects the Property to the Bank's lien. The Bank hereby consents to the terms, conditions, and restrictions of this Amended Easement and to all of Grantee's rights hereunder, agrees that the lien represented by said deed of trust shall be held subject to this Amended Easement and to all of Grantee's rights hereunder, and joins in this Amended Easement to reflect its direction to the Trustee(s) to execute this Amended Easement to give effect to the subordination of such deed of trust to this Amended Easement. The Trustee(s) join(s) in the execution of this Amended Easement to confirm that in the event of foreclosure under the deed of trust or other sale of the property described in the deed of trust under judicial or non-judicial proceedings, the property will be sold subject to this Amended Easement.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 4]

**MEADOWVIEW BIOLOGICAL RESEARCH STATION, a Virginia Nonprofit Corporation**

*Philip M. Sheridan*  
Philip M. Sheridan, President

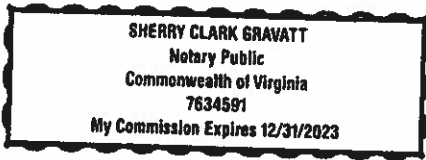
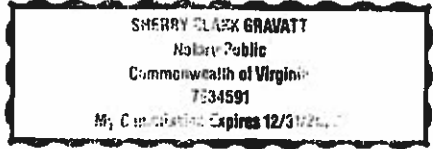
COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Caroline, TO WIT:

The foregoing instrument was acknowledged before me this 6 day of November, 2020, by Philip M. Sheridan, President of Meadowview Biological Research Station, Grantor.

*Sherry Clark Gravatt*  
Notary Public

My commission expires: 12/31/2023 (SEAL)

Registration No.: 7634591

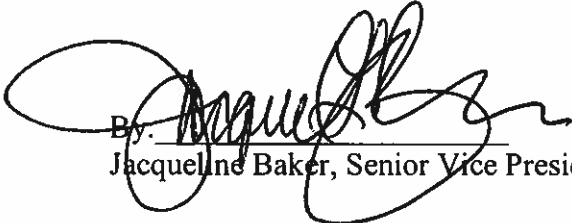




[Counterpart signature page 2 of 4]

**BANK:**

ATLANTIC UNION BANK



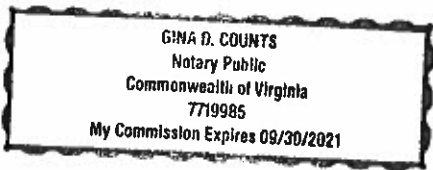
By: Jacqueline Baker, Senior Vice President

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Spotsylvania, TO WIT:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2020,  
by Jacqueline Baker, Senior Vice President of Atlantic Union Bank.

Gina D. Counts  
Notary Public

My commission expires: 9/30/2021 (SEAL)  
Registration No.: 7719985



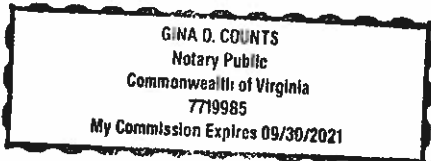
[Counterpart signature page 3 of 4]

TRUSTEE:

By: [Signature]  
G. Pete Humes, Trustee

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Spotsylvania, TO WIT:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2020  
by G. Pete Humes, as Trustee.



[Signature]  
Notary Public

(SEAL)

My commission expires: 9/30/2021  
Registration No. 7719985

[Counterpart signature page 4 of 4]

By acceptance hereof, Grantee hereby designates the Property as open-space land pursuant to Virginia Code § 10.1-1701.

VIRGINIA DEPARTMENT OF FORESTRY,

By: [Signature]  
Robert W. Farrell  
State Forester

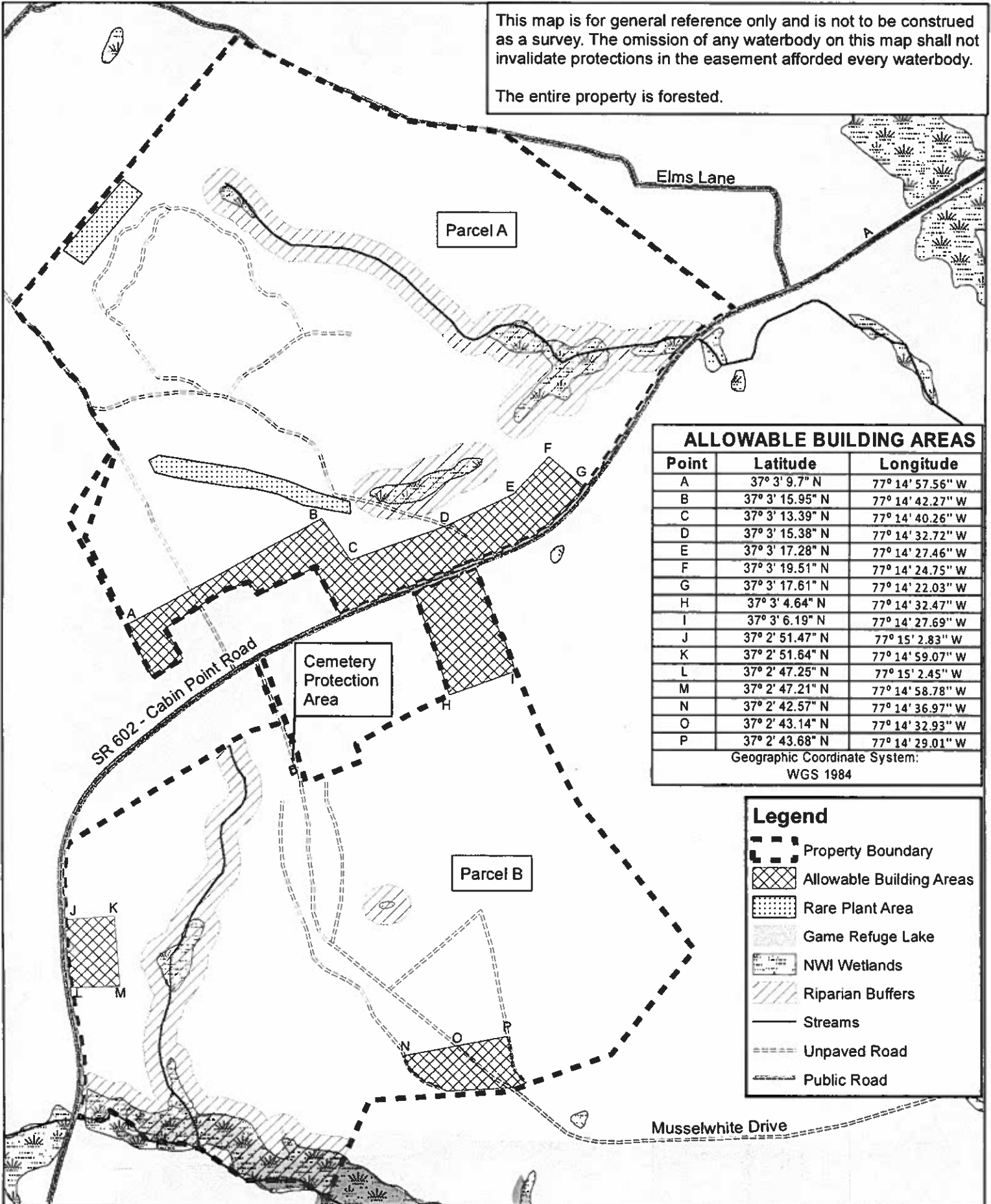
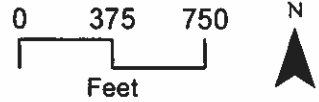
COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Albemarle, TO WIT:

The foregoing instrument was acknowledged before me this 12 day of November, 2020, by Robert W. Farrell, State Forester, on behalf of the Virginia Department of Forestry.

[Signature]  
Notary Public

My commission expires: Jan 31, 2023 (SEAL)  
Registration No.: 347136





This map is for general reference only and is not to be construed as a survey. The omission of any waterbody on this map shall not invalidate protections in the easement afforded every waterbody.  
 The entire property is forested.

ALLOWABLE BUILDING AREAS		
Point	Latitude	Longitude
A	37° 3' 9.7" N	77° 14' 57.56" W
B	37° 3' 15.95" N	77° 14' 42.27" W
C	37° 3' 13.39" N	77° 14' 40.26" W
D	37° 3' 15.38" N	77° 14' 32.72" W
E	37° 3' 17.28" N	77° 14' 27.46" W
F	37° 3' 19.51" N	77° 14' 24.75" W
G	37° 3' 17.61" N	77° 14' 22.03" W
H	37° 3' 4.64" N	77° 14' 32.47" W
I	37° 3' 6.19" N	77° 14' 27.69" W
J	37° 2' 51.47" N	77° 15' 2.83" W
K	37° 2' 51.64" N	77° 14' 59.07" W
L	37° 2' 47.25" N	77° 15' 2.45" W
M	37° 2' 47.21" N	77° 14' 58.78" W
N	37° 2' 42.57" N	77° 14' 36.97" W
O	37° 2' 43.14" N	77° 14' 32.93" W
P	37° 2' 43.68" N	77° 14' 29.01" W

Geographic Coordinate System:  
WGS 1984

Legend	
	Property Boundary
	Allowable Building Areas
	Rare Plant Area
	Game Refuge Lake
	NWI Wetlands
	Riparian Buffers
	Streams
	Unpaved Road
	Public Road

VIRGINIA: In the Clerk's Office of the Circuit Court of Sussex County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 20th day of November, 2020 at 3:37 P. M.

Teste: Gary M. Williams Clerk

VIRGINIA: In the Clerk's Office of the Circuit Court of Sussex County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 30th day of December 2020, 12:16 P. M.

Teste: Gary M. Williams Clerk