

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Section 58.1-811 (A) (3), 58.1-811 (C) (4) and 10.1-1803

THIS DEED OF GIFT EASEMENT, made this 13th day of November, 1995, between BOOKER HUNT CUNNINGHAM, herein called the Grantor, the VIRGINIA OUTDOORS FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA, herein called the Grantee, and SARAH SOUTHALL CUNNINGHAM, Second Grantor.

WHEREAS, the Open Space Land Act of 1966 (Chapter 17, Title 10.1, SS 10.1-1700 to 10.1-1705 of the Code of Virginia) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land; and

WHEREAS, Chapter 18, Title 10.1 of the Code of Virginia (SS 10.1-1800 to 10.1-1804) declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historical, scientific, open-space and recreational lands of the Commonwealth; and,

WHEREAS, a portion of the property hereinafter described has been declared a Bicentennial Farm by the United States Department of Agriculture's Agricultural Stabilization and Conservation Service; and,

WHEREAS, the Comprehensive Plan of Prince Edward County delineates as its policy to "[p]rotect from adverse development, the present and future public water supply watersheds located in the County; and,

WHEREAS, the property hereinafter described contains prime agricultural soils; and,

WHEREAS, the Comprehensive Plan of Prince Edward County delineates as its policy to "[m]aintain the County's future options and rural life style of preserving prime agricultural land;" (p.53) and,

WHEREAS, the Grantor is the owner of the fee of real property hereinafter described which he desires preserved as open space land in the public interest.

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantor does hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate known as Mill bank Farm and consisting of 223 acres described in SCHEDULE "A" and hereinafter referred to as the "Property:"

Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. The acts which the Grantor, his heirs, successors, personal representatives and assigns, covenants to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows;

1. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the Property within sight of the public road.
2. Display of billboards, signs, or other advertisements is not permitted on or over the Property except to state the name and/or address of the owner, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced

incidentally to a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed three by three feet in size.

3. Subdivision of the Property into more than two parcels is prohibited. That portion of the Property constituting the historic boundaries of the farm, which consists of 143 acres more or less and is hereinafter described in Schedule "A" as Parcel #1, together with the 18 3/5 acre parcel known as the Kelsor Tract and hereinafter described in Schedule "A" as Tract #2 shall not be divided. It is the Grantor's intent that the 162.3 acres which comprise those lands which have historically comprised Millbank Farm and the Kelsor tract shall remain intact.
4. Management of forest resources shall be in accord with a forest stewardship plan approved by the Grantee. All forestry activities shall be carried out so as to maintain biodiversity and preserve the environmental quality of the area. Best Management Practices, as defined by the Department of Forestry, shall be used to control erosion and protect water quality. The Grantor, or his successors and assigns shall notify the Grantee no later than 30 days prior to the start of any such activity as well as within 7 days of its completion.
5. Grading, blasting or earth removal shall not alter the topography of the Property except for dam construction to create private conservation ponds or lakes, or as required in construction of permitted buildings and connecting private roads described in paragraph 6, below. Mining on the Property is prohibited.

6. No permanent or temporary building or structure shall be built or maintained on the Property other than (i) three permanent single family dwellings and non-residential outbuildings commonly and appropriately incidental thereto, and (ii) one cabin not to exceed 400 square feet in ground area to be located on the Kelsor tract portion of the Property described in Schedule "A" as Tract Number Two and designated as Prince Edward County Tax Map Parcel 45-A-14 and consisting of 18 acres more or less, and (iii) farm buildings or structures. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written permission for said building or structure is obtained in writing from Grantee.

The existing main house, constituting one of the three permanent single family dwellings, may be repaired, renovated, enlarged or replaced.

In the event of subdivision of the Property as provided in Paragraph 3. above, permitted outbuildings and farm buildings and connecting private roads may be constructed on each subdivided parcel, and one single family dwelling may be constructed or maintained on each subdivided parcel until a total of three single family dwellings, exclusive of the cabin described above, on the entire Property is reached. Regardless of future subdivision, no more than three single family dwellings may be built or maintained on the entire Property.

7. Industrial or commercial activities other than farming, silviculture or horticulture are prohibited except those which can be and in fact are conducted from buildings permitted under Paragraph 6. above, without alteration of the external appearance of same.

8. Representatives of the Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.

9. Grantor, his heirs, successors, personal representatives and assigns shall notify Grantee in writing prior to closing on any proposed transfer or sale of the Property. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number in the deed of conveyance.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or use of the Property. Grantor, his heirs, successors, personal representatives and assigns hereby retain exclusive right to such access and use, subject to the terms hereof.

Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

Sarah Southall Cunningham, Second Grantor and wife of Booker Hunt Cunningham, Grantor, joins in the execution of this deed to evidence her consent to the gift of easement hereby made, thereby releasing and waiving any rights she may have in the derogation of said easement by virtue of her marriage to the Grantor.