

090012321

Prepared by and Return to:
Williams Mullen PC
721 Lakefront Commons, Suite 200
Newport News, Virginia 23606

TaxMapId: 3730300001C, 3730300001B,
3741500001B, 3741500001D
and 3730300001E

EXEMPT FROM RECORDATION TAX UNDER VIRGINIA CODE
SECTION 58.1-811(A) (3), AS AMENDED

DEED OF EASEMENT FOR NATURAL OPEN SPACE

THIS DEED OF EASEMENT, made this 6th day of April, 2009 by and between
POWHATAN CROSSING, INC., a Virginia corporation, and its heirs, successors and assigns
("Grantor") and the **COUNTY OF JAMES CITY, VIRGINIA** ("Grantee") whose mailing
address is Post Office Box 8784, Williamsburg, Virginia 23187-8784.

WHEREAS, the Grantor is the owner of certain property known as Monticello Woods,
located in the Berkeley District of James City County, Virginia consisting of several tracts of
land, more particularly described herein ("Property");

WHEREAS, Grantee has adopted the Chesapeake Bay Preservation Ordinance,
Chapter 23 of the James City County Code, as required by Chapter 21 of Title 10.1 of the Code
of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution
within the Chesapeake Bay drainage area; and

WHEREAS, the Grantor wishes to preserve designated parcels of land as natural open
space as part of Grantor's efforts to improve the quality of stormwater runoff from the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of
Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby
acknowledged, the Grantor does hereby grant and convey to Grantee an easement in perpetuity
in gross, with the right in perpetuity to restrict the use as described below, of the portion herein

described of those certain tracts, lots, pieces or parcels of land (collectively referred to herein as the "Easement Property"), to wit:

PARCEL ONE:

All those certain tracts, lots, pieces and parcels of land, lying and situate in James City County, Virginia consisting of 15.92 Ac. +/- in the aggregate, and designated as "Parcel 1B A Portion of Parcel 1A Natural Open Space (Conservation Area) To be Granted to James City County 122,722 S.F. 2.82 AC. and Parcel 2A A Portion of Parcel 2 Natural Open Space (Conservation Area) to be Granted to James City County 570,490 S.F. 13.10 AC. as depicted on that certain plat entitled, "PLAT OF SUBDIVISION MONTICELLO WOODS LOTS 1-5 AND 55-73 Owned By: Powhatan Crossing, Inc. Berkeley District, James City County, Virginia", dated March 6, 2002, made by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit court for the City of Williamsburg & County of James City, Virginia on June 26, 2002 as Instrument Number 020014537, to which reference is hereby made.

PARCEL TWO:

All those certain tracts, lots, pieces and parcels of land, lying and situate in James City County, Virginia and designated as "NATURAL OPEN SPACE PARCEL 'D' (CONSERVATION EASEMENT HEREBY DEDICATED TO JAMES CITY COUNTY 116,855 S.F. 2.68 AC. and NATURAL OPEN SPACE PARCEL 'E' (CONSERVATION EASEMENT HEREBY DEDICATED TO JAMES CITY COUNTY) 57,810 S.F. 1.33 AC. as depicted on that certain plat entitled, "PLAT OF SUBDIVISION MONTICELLO WOODS LOTS 1-5 AND 55-73 Owned By: Powhatan Crossing, Inc. Berkeley District, James City County, Virginia", dated March 6, 2002, made by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit court for the City of Williamsburg & County of James City, Virginia on June 26, 2002 as Instrument Number 020014537, to which reference is hereby made.

PARCEL THREE:

All those certain tracts, lots, pieces and parcels of land, lying and situate in James City County, Virginia designated as "COMMON AREA-7 26,047 S.F. 0.60 AC. and COMMON AREA-8 112,013

S.F. 2.57 AC. as depicted on that certain plat entitled, "PLAT OF SUBDIVISION MONTICELLO WOODS PHASE II, LOTS 131-150 Owned By: Powhatan Crossing, Inc. Berkeley District, James City County, Virginia", dated July 2, 2004, made by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit court for the City of Williamsburg & County of James City, Virginia on November 23, 2004 as Instrument Number 040029651, to which reference is hereby made.

PARCEL FOUR:

All those certain tracts, lots, pieces and parcels of land, lying and situate in James City County, Virginia designated CA-2 33,215 S.F. 0.76 AC., CA-3 10,683 S.F. 0.25 AC., CA-4 8,949 S.F. 0.21 AC., CA-5 75,016 S.F. 1.72 AC. and CA-6. as depicted on that certain plat entitled, "PLAT OF SUBDIVISION MONTICELLO WOODS LOTS 1-5 AND 55-73 Owned By: Powhatan Crossing, Inc. Berkeley District, James City County, Virginia", dated March 6, 2002, made by AES Consulting Engineers and recorded in the Clerk's Office of the Circuit court for the City of Williamsburg & County of James City, Virginia on June 26, 2002 as Instrument Number 020014537, to which reference is hereby made.

The restrictions hereby imposed on the use of the Easement Property, the acts which the Grantor covenants to do or not to do, and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. No building or structure shall be built or maintained on the Easement Property other than such building or structure approved by the County Engineer, in writing;
2. The Easement Property shall be kept free and clear of any junk, trash, rubbish, or other unsightly or offensive material;
3. No new signs, billboards, outdoor advertising, road or utility lines shall be placed on the property without the expressed written consent of the County Engineer;
4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb any soil. Such activities include selective trimming and pruning which will not alter the natural character of the Easement Property with the expressed written consent of the County Engineer. Grantor may install walk trails or remove

dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Engineer;

5. Grantee and its representatives may enter upon the Easement Property from time to time for inspection, to enforce the terms of this Deed of Easement, and to post a sign or marker identifying Grantee's interest in the Easement Property as natural open space;

6. In the event of a violation of the Deed of Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to: reasonable attorney's fees and costs; the right to restore the Easement Property to its natural condition; and assess the cost of such restoration as a lien against the Easement Property.

Although this easement in gross will benefit the public in the ways cited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Witness the following signatures and seals on the date first above written.

POWHATAN CROSSING, INC.
a Virginia corporation

By:  (SEAL)

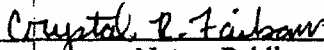
C. Lewis Waltrip, II, President

Commonwealth of Virginia

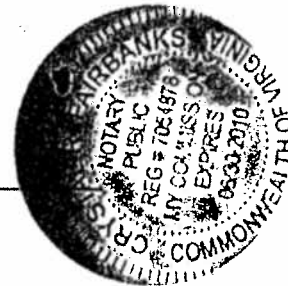
City/County of James City County, to wit:

I, the undersigned, Notary Public for the Commonwealth of Virginia, do hereby certify that C. Lewis Waltrip, II, President on behalf of Powhatan Crossing, Inc., a Virginia corporation, whose name is signed to the foregoing Deed, has acknowledged the same before me in the jurisdiction aforesaid. C. Lewis Waltrip, II is personally known to me.

Given under my hand this 14 day of April, 2009.


Notary Public

My Commission expires: 6/30/2010



The form of this deed of easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 9th day of September, 2008, this conveyance is hereby accepted on behalf of said County.

04/23/09
DATE

Adam Kinsman
COUNTY ATTORNEY

Commonwealth of Virginia
County of James City, to wit:

I, Beth Klapper, a Notary Public for the Commonwealth of Virginia, do hereby certify that Adam B. Kinsman, Attorney for James City County, Virginia, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 23rd day of April, 2009.

My Commission expires: December 31, 2012 Notary Public Beth Klapper

7058222_1.DOC

Beth Klapper
Notary Public No.: 7182762
Commonwealth of Virginia
My Commission Expires:
December 31, 2012

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 5-01-2009
at 1:46 PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk