

Hairfield - Morton, PLC
 2800 Buford Road, Suite 201
 Richmond, Virginia 23235

Instrument Control Number

131233

BOOK 1126 PAGE 668

**Commonwealth of Virginia
 Land Record Instruments
 Cover Sheet - Form A**

[ILS Cover Sheet Agent Online Version 2.0.9.15]

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C Date of Instrument [03/12/2013]
 O Instrument Type [AG]
 P Number of Parcels [1]
 Number of Pages [4]
 City County [Caroline County]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/> MILFORD INVESTMENT PROPERTIES LLC			
<input type="checkbox"/>			

First and Second Grantees

Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/> MILFORD INVESTMENT PROPERTIES LLC			
<input type="checkbox"/>			

Grantee Address (Name) [MILFORD INVESTMENT PROPERTIES LLC
 (Address 1) [11901 BOWMAN DRIVE, SUITE 106
 (Address 2)
 (City, State, Zip) [FREDERICKSBURG] [VA] [22408
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Caroline County] Percent. in this Juris.(%) [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [56-7-B
 Tax Map Num. (if different than PIN) [56-7-B
 Short Property Description [21.33 ACRES SITUATE IN BOWLING GREEN MAGISTERIAL D
 Current Property Addr(Address 1) [16174 INDUSTRIAL DRIVE
 (Address 2)
 (City, State, Zip) [MILFORD] [VA] [22514]

Instrument Prepared by [UNKNOWN
 Recording Paid for by [Hairfield~Morton
 Return Recording to (Name) [Hairfield~Morton
 (Address 1) [2800 Buford Road, Ste. 201
 (Address 2)
 (City, State, Zip) [Richmond] [VA] [23235
 Customer Case ID [MILFORD IN] [CS-689033]



DECLARATION OF RESTRICTIVE COVENANTS

8th This Declaration of Restrictive Covenants (the "Declaration") made as of this day of March 2013, by Milford Investment Properties, LLC (the "Declarant"), owner of the fee simple title to the property hereinafter described as follows:

RECITALS

WHEREAS, Declarant is the owner in fee simple of certain real property located in the County of Caroline, Virginia, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Property is subject to a Resource Conservation and Recovery Act ("RCRA") corrective action program under the Virginia Hazardous Waste Management Regulations; and

WHEREAS, the Administrative Record pertaining to the corrective action program described in this Covenant is located at the Virginia Department of Environmental Quality (the "VDEQ"); 629 E. Main Street; Richmond, Virginia 23219; and

WHEREAS, The VDEQ issued a Final Decision Document dated December 21, 2012 that requires the operation and maintenance of the corrective action remedy described in the Statement of Basis for the Property; and

WHEREAS, Declarant, in accordance with VDEQ's issued Statement of Basis and Final Decision Document and the Permit issued by the VDEQ, wishes to establish restrictive covenants limiting and restricting the use of certain portions of the Property in order to assure protection of human health and the environment;

RESTRICTIONS

NOW, THEREFORE, Declarant makes the following declarations as to limitations, restrictions and uses to which the Property may be put, and specifies that such declarations shall constitute restrictive covenants to run with the Property as provided by law and shall be binding on Declarant, its successors or assigns, all present or future owners of the Property, and all parties who now or hereafter have or hold any right, title or interest in the Property:

1. Prospective buyers of the property shall be notified of the environmental conditions at the Site and of DEQ's selected corrective measures as part of the final remedy under the RCRA corrective action program;

2. Ground water beneath the Property shall not be extracted or used for potable or non-potable purposes, except for ground water monitoring from monitoring

wells, until and unless DEQ determines in writing that the ground water clean-up levels specified have been achieved;

3. No ground water extraction wells shall be installed on the Property, unless and until DEQ determines in writing that the ground water clean-up levels specified have been achieved. The Virginia DEQ may approve the use of the existing drinking water well or may approve the installation of a new drinking water well onsite if applicable data is submitted by the owner and the Virginia DEQ approves the usage in writing;

4. The capped hazardous waste surface impoundments described in the "Notification of Hazardous Waste Activity" for the Property and filed in Deed Book 333, Page 019, shall be maintained and shall not be disturbed until and unless DEQ determines in writing that the disturbance of the cap will not increase the potential hazard to human health and the environment; and

5. Uses of any portion of the Property shall, at a minimum, be restricted to uses that do not impair the efficacy and the protectiveness of the remedy selected by DEQ.

Nothing contained in this Declaration shall in any way prohibit, restrict or limit Declarant from conveying, transferring, occupying or using the Property for all other purposes not prohibited as described hereinabove.

This Declaration of Restrictive Covenants shall be incorporated either in full or by reference into all deeds, easements, mortgages, leases, licenses, occupancy agreements, or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed.

MODIFICATION

The restrictive covenants contained herein may not be amended, modified or released without the written consent of the VDEQ.

ACCESS

Nothing in this document shall limit or otherwise affect VDEQ's rights of entry and access under any applicable law or regulation.

RECORDATION

Within 30 days after the execution of this Declaration, Declarant shall record the same in the aforesaid Clerk's Offices and send a clerk-stamped copy of this Declaration to VDEQ within 60 days of recordation.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration and has caused this Declaration to be executed as of the day and year first above written.

MILFORD INVESTMENT PROPERTIES, LLC

BY: [Signature]
William W. Webb, Jr., Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Spotsylvania:

The foregoing instrument was acknowledged before me this 8th day of March, 2013 by William W. Webb, Jr., who acknowledged himself to be the Manager of Milford Investment Properties, LLC, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

Notary Registration Number: 7256199

My commission expires: 11/30/2013



EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

All that certain tract, piece or parcel of land, lying, being and situate in Bowling Green Magisterial District, Caroline County, Virginia, containing in area 21.33 acres, more or less, as is shown on a plat of survey made by William W. Webb, Jr., Professional Land Surveyor, dated June 24, 1983, a copy of which is recorded in Plat Cabinet A, page A-220 and further described as follows:

BEGINNING at a point marked by an iron on State Route 640, intersection with land of Hoover Universal, Inc., land of Caroline County Development Corporation, and State Road 640, as shown on said plat; thence N 85° 28' 50" E 974.50 feet to an iron; thence S 00° 50' 35" E 955.06 feet to an iron, intersection with State Route 773; thence along State Route 773 S 85° 50' 02" W 981.35 feet to an iron, intersection of said land and State Route 640; thence along State Route 640 N 00° 24' 28" W 949.48 feet to the point and place of Beginning.

VIRGINIA: In the Clerk's Office of the Circuit Court of Caroline 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 14th day of MARCH, 2013 at 3:36 P. M. The tax imposed by § 58.1-507 of the Code has been paid in the amount of \$.....

Teste: *[Signature]* Clerk