

1100 1716

6-22-11

Tax Map No.: 530(05)00-00A-0

000029

CONSERVATION EASEMENT

THIS DECLARATION OF RESTRICTIONS, made the 15th day of June 2009, by Walter E. Archer Jr. and Virginia K. Archer ("Owner").

WHEREAS, Owner is the owner of the property, located at 14777 Brickhouse Dr., Disputanta, Va 23842 in the County of Prince George, it being the same property conveyed to Walter E Archer Jr. and Virginia K. Archer by deed from Walter E. Archer and Mollie N. Archer, dated April 4, 1985, and recorded in the Clerk's Office of the Circuit Court of the County of Prince George, Virginia (the "Clerk's Office") and recorded in Deed Book 276, at page 146 (the "Property").

This restriction is to be placed on a total of 15 acres of wetlands, shown on attached plat as two tracts: Easement Area A (5.97 acres) and Easement Area B (9.03 acres). Shown on compiled plat of two easement areas dated March 27th, 2008, plat revised February 14th, 2011 by Charles C. Townes. This is recorded in the County of Prince George, Virginia Clerks Office on 6-22-2011 in deed book # 110001716 on page _____ and plat book 25, page 85

NOW, THEREFORE, THIS DECLARATION WITNESSETH: the Owner does hereby declare, covenant and agree, for itself and its successors and assigns, that the Property described as Wetlands Subject to Restrictive Covenant shall be hereafter held, leased, transferred, and sold subject to the following COVENANTS and RESTRICTIONS which shall run with the land and be binding on all parties and persons claiming under them.

- A. The Property described as Wetlands Subject to Restrictive Covenant shall be preserved in perpetuity in its natural state by prohibiting the wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning, and/or tree harvesting.
- B. Additionally, the following activities shall be prohibited on the Wetlands Subject to Restrictive Covenant:
 - 1. Destruction or alterations of waters of the U.S on the Site;
 - 2. Construction, maintenance or placement of any structures or fills including, but not limited to buildings, mobile homes, signs other than those which currently exist, however, boardwalks, wildlife management structures, observation decks, and unpaved foot trails may be placed within the preservation area provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the Corps;

PLAT book 25, page 85

3. Ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand or other materials, or any building of roads or alteration in the topography of the land in any manner except for maintenance of existing foot trails by bush hogging. Property lines and foot trails may be bush hogged with a farm tractor; bush hogged swaths shall be limited to 6 feet or less.
4. Livestock grazing, inhabiting or otherwise entering the preservation area;
5. Using fertilizers or spraying with biocides;
6. Cultivating, harvesting, cutting, removing, destroying, logging, planting, and pruning of trees and plants except as necessary to construct or maintain foot trails;
7. Dumping of ashes, trash, garbage or other unsightly or offensive material, and changing of the topography through the placing of soil or other substances or material such as fill or dredged material;

C. AMENDMENTS – The covenants contained herein shall hereafter not be altered in any respect without the express written approval and consent of the Owner, or its successor in interest, and the EPA. The Owner or its successor may apply to EPA for vacation or modification of this Declaration, however, after their recording, these restrictive covenants may only be amended or vacated by a recorded document signed by the EPA and the Owner and its successor in interest.

D. COMPLIANCE, INSPECTIONS AND ENFORCEMENT – The EPA and its authorized agents shall have the right to enter and go upon the Property to inspect the Property and take actions necessary to verify compliance with these restrictive covenants. The restrictive covenants herein shall be enforceable by any proceeding at law or in equity, or administrative proceeding by the EPA against Owner or its successor in interest. Failure by the EPA or any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter,

E. SEVERABILITY PROVISION – The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

F. These covenants are to run with the land and shall be binding on all parties and person claiming under them. These covenants are imposed by the Owners

freely and voluntarily, in order to assure that the wetland impacts pursuant to the AO shall be minimal.

Signed:

Walter E. Archer, Jr

Walter Archer
14777 Brickhouse Dr.
Disputanta, VA 23842

Virginia K. Archer

Virginia K. Archer
14777 Brickhouse Dr.
Disputanta, VA 23842

COMMONWEALTH OF VIRGINIA
CITY OF Prince George, to wit:

I, Brenda P. Morris, a notary public for the Commonwealth of Virginia, do hereby certify that Walter E. Archer, Jr. Virginia K. Archer, whose names were signed on 6-22-2011 2011 in their capacity on that date to the foregoing document have acknowledged said document and signature before me in the city aforesaid.

Given my hand and seal this 22, day of June, 2011.

Brenda P. Morris

Notary Public

My commission expires 8-31-2014

Name:
Trustee

Commonwealth of Virginia
Brenda Pallock Morris - Notary Public
Commission ID: 215735
My Commission Expires 8-31-2014

INSTRUMENT #110001718
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
JUNE 22, 2011 AT 04:17PM
Brenda P. Morris DC
BISHOP KNOTT: CLERK
RECORDED BY: BMR



OFFICIAL RECEIPT
PRINCE GEORGE CIRCUIT COURT
DEED RECEIPT

DATE: 06/22/11 TIME: 16:17:33 ACCOUNT: 149CLR110001716 RECEIPT: 11000004716
CASHIER: BPM REG: PY31 TYPE: REST-PL PAYMENT: FULL PAYMENT
INSTRUMENT : 110001716 BOOK: PAGE: RECORDED: 06/22/11 AT 16:17
GRANTOR: ARCHER, WALTER E; JR EX: N LOC: CO
GRANTEE: ARCHER, WALTER E; JR EX: N PCT: 100%
AND ADDRESS :
RECEIVED OF : ARCHER, WALTER E; JR
CHECK: \$41.00 XX
DESCRIPTION 1: PLAT BOOK 25 PG 85 5.97 ACRES PAGES: 3 O/P 1
2: 9.03 ACRES NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: 530(05)00-00A-0
PIN:
301 DEEDS 28.00 145 VSLF 3.00
106 TECHNOLOGY TRST FND 10.00
TENDERED : 41.00
AMOUNT PAID: 41.00
CHANGE AMT : .00

CLERK OF COURT: BISHOP KNOTT

PAYOR'S COPY
RECEIPT COPY 1 OF 2

1100 1715

6-22-11

000125

CONSENT OF LENDER AND TRUSTEE

Owner is the maker of a note dated 5/04/2009 secured by, among other things, a deed of trust dated 5/04/2009 from Owner to SAMUEL I. WHITE, P.C., as trustee, recorded in the Clerk's Office at Deed Instrument No. 090001672, for the benefit of BANK OF AMERICA, N.A., (the "Deed of Trust). SAMUEL I. WHITE, P.C., trustee joins herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to these restrictive covenants. BANK OF AMERICA, N.A., joins herein for the sole purpose of consenting to Trustee's actions.

WITNESS the following signature the day and year first above written.

DeSean K. Akins
DeSean K. Akins
Assistant Secretary / Bank of America, N.A.

STATE OF Texas

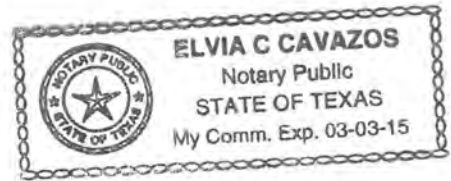
COUNTY OF Collin

On June 9, 2011, before me, Elvia C. Cavazos, personally appeared DeSean K Akins, known to me (or proved to me on the oath of Assistant Secretary or through _____), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL

Elvia C. Cavazos
Notary Public

My commission expires 3-3-15



Samuel I. White, P.C.
Samuel I. White, P.C.
Trustee

0003.26

COMMONWEALTH OF VIRGINIA
CITY OF Virginia Beach, to wit:

I, Mary Elizabeth Baker, a notary public for the Commonwealth of Virginia, do hereby certify that Emmanuel D. Voces, whose name was signed on June 20, 2011 in his capacity on that date to the foregoing document has acknowledge said document and signature before me in the city aforesaid.

Given my hand and seal this 20th day of June, 2011.

Mary Elizabeth Baker
Notary Public

My commission expires 12/31/12

MARY-ELIZABETH BAKER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #247351
My Commission Expires Dec. 31, 2012

Exhibit "A"
Legal description of the property

Exhibit "B"
Plat Map and/or Legal description of preserved area. If Plat is oversized and will be recorded separately, Exhibit "B" should contain a description that includes the reference to the Plat Book and Page Number where the plat is recorded.

EXHIBIT "A"

000127

ALL THAT CERTAIN TRACT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON AND THE APPURTENANCES THERETO BELONGING, SITUATE IN TEMPLETON DISTRICT, PRINCE GEORGE COUNTY, VIRGINIA, CONTAINING 33.98 ACRES, TOGETHER WITH THE 50-FOOT RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO FROM STATE HIGHWAY ROUTE NO. 626, AS INDICATED ON THE PLAT HEREINAFTER REFERRED TO, THE SAID 33.98 ACRES BEING FULLY BOUNDED AND DESCRIBED AS INDICATED ON A PLAT THEREOF MADE BY CHARLES C. TOWNES AND ASSOCIATES, LAND SURVEYORS, DATED JUNE 27, 1978, REVISED MARCH 21, MARCH 23 AND APRIL 2, 1979, AND RECORDED IN SAID CLERK'S OFFICE IN PLAT BOOK 17, AT PAGE 46. REFERENCE TO WHICH IS HEREBY MADE FOR A COMPLETE AND ACCURATE DESCRIPTION OF THE SAID 33.98 ACRE TRACT OF LAND AND THE 50-FOOT RIGHTS OF WAY FOR INGRESS AND EGRESS THERETO FROM STATE HIGHWAY ROUTE NO. 626.

BEING THE SAME PROPERTY CONVEYED TO THE GRANTORS HEREIN BY DEED FROM GRAHAM C. HOLDSWORTH AND GLADYS W. HOLDSWORTH, HUSBAND AND WIFE, DATED APRIL 19, 1984, AND RECORDED IN THE CLERK'S OFFICE OF THE AFORESAID COUNTY IN DEED BOOK 269, AT PAGE 218.

BEING THE SAME PROPERTY CONVEYED TO WALTER E. ARCHER, JR., AND VIRGINIA K. ARCHER, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, WITH THE RIGHT OF SURVIVORSHIP AS AT COMMON LAW BY DEED FROM WALTER E. ARCHER AND MOLLIE N. ARCHER, HUSBAND AND WIFE, AND GRAHAM C. HOLDSWORTH AND GLADYS W. HOLDSWORTH, HUSBAND AND WIFE AS RECORDED 4/23/1985 IN BOOK 276 AT PAGE 146 AS DOCUMENT.

TAX ID: 530050000A0

COMMONLY KNOWN AS: 14777 BRICKHOUSE DR DISPUTANTA VA 23842

Tax Id:

EXHIBIT "B"

000000

ALL those two (2) certain tracts or parcels of land, lying being and situate in Templeton Magisterial District, Prince George County, Virginia, and being set out, shown and designated as " EASEMENT AREA 'A' (5.97 ACRES)" and " EASEMENT AREA 'B' (9.03 ACRES)" on a certain plat of survey, made by Charles C. Townes, II, Land Surveyor, dated March 27, 2008, revised plat February 14, 2011, entitled "Compiled Plat of Two Easement Areas Situated Off of Thweatt Drive-State Route #626, 7101 Thweatt Drive, Templeton District, Prince George County, VA," a copy of said plat being recorded along with this Instrument in the Circuit Court Clerk's Office of Prince George County, Virginia, and to which plat reference is hereby made for a more complete and accurate description.

INSTRUMENT #10000715
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
JUNE 22, 2011 AT 04:13PM
Brenda G. Morris OC
BISHOP KNOTT, CLERK
RECORDED BY: BSM



OFFICIAL RECEIPT
PRINCE GEORGE CIRCUIT COURT
DEED RECEIPT

DATE: 06/22/11 TIME: 16:13:35 ACCOUNT: 149CLR110001715 RECEIPT: 11000004715
CASHIER: BPM REG: PY31 TYPE: OTHER PAYMENT: FULL PAYMENT
INSTRUMENT : 110001715 BOOK: PAGE: RECORDED: 06/22/11 AT 16:13
GRANTOR: WHITE PC SAMUEL I TR EX: N LOC: CO
GRANTEE: BANK OF AMERICA NA EX: N PCT: 100%
AND ADDRESS :
RECEIVED OF : WALTER ARCHER
CHECK: \$21.00 XX
DESCRIPTION 1: INSTRUMENT 090001672 PAGES: 2 O/P 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: 530(05)00-001-0
PIN:
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: BISHOP KNOTT

PAYOR'S COPY
RECEIPT COPY 1 OF 2