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<p>Prepared by and after recording return to:  Timothy B. Anderson, Esquire  Pepper Hamilton LLP  200 One Keystone Plaza  P.O. Box 1181  Harrisburg, PA 17108-1181</p> <p>As to Golf Land, Tax Map/Parcel: Portions of  51-A-41, 51-A-41C, 51-A-L, 51-A-M, 51-A-N,  and 51-A-Q</p> <p>As to Development Land, Tax Map/Parcel:  51-A-41D, 51-A-P and Portions of 51-A-41,  51-A-41C, 51-A-L, 51-A-M, 51-A-N, and  51-A-Q</p>	<p>Please index against all parties as Grantor  and against all parties as Grantee</p>
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## SECOND AMENDED AND RESTATED AMENITIES FEE AGREEMENT

THIS SECOND AMENDED AND RESTATED AMENITIES FEE AGREEMENT (this "Second Restated Agreement") made this 30<sup>th</sup> day of September, 2004, to be delivered on September 30, 2004, by and among the following (each a "Development Landowner" and collectively "Development Landowners"), each with the consent and subordination of the beneficiary and trustees of the deeds of trust encumbering its respective Development Land, hereinafter defined:

*POPLAR HILL ASSOCIATES, L.L.C., a Virginia limited liability company, having its mailing address at P.O. Box 523, Farmville, VA, 23901*

*H-SC POPLAR HILL, L.L.C., a Virginia limited liability company, having its mailing address at Box 127, Hampden Sydney, VA 23943*

*POPLAR HILL DEVELOPMENT GROUP, L.L.C., a Virginia limited liability company, having its mailing address at P.O. Box 508, Farmville, and*

*THE POPLAR HILL COMMUNITY DEVELOPMENT AUTHORITY, PRINCE EDWARD COUNTY, VIRGINIA, a public body politic and corporate and political subdivision of the Commonwealth of Virginia organized and existing under the Act, as hereinafter defined, and having its mailing address at Route 76, Industrial Park Road, Farmville, Virginia, 23901, as the owner of Development Land, as hereinafter defined;*

and the following (the "Golf Landowner"):

*THE POPLAR HILL COMMUNITY DEVELOPMENT  
AUTHORITY, PRINCE EDWARD COUNTY, VIRGINIA, a public  
body politic and corporate and political subdivision of the  
Commonwealth of Virginia organized and existing under the Act,  
as hereinafter defined, and having its mailing address at Route 76,  
Industrial Park Road, Farmville, Virginia, 23901, as the owner of  
the Golf Land.*

WITNESSETH, that Golf Landowner is the owner of a certain tract of land consisting of approximately 313 acres located in the County of Prince Edward, Commonwealth of Virginia, more particularly described in Exhibit A attached hereto (the "Golf Land"), upon which is to be constructed an 18-hole public golf course to be known as the "Poplar Hill Golf Course" (the "Golf Amenities"). Development Landowners are the owners of certain tracts of land located in the County of Prince Edward, Commonwealth of Virginia, adjacent to the Golf Land, more particularly described in Exhibits B-1, B-2, B-3 and B-4 attached hereto, respectively, together with the improvements thereon and the appurtenances thereto (the each and collectively the "Development Land") on which may be constructed private, non-golf improvements (the "Developments"). Development Landowners believe that the Golf Amenities will enhance the value of the Development Land and any Developments constructed thereon. To induce Golf Landowner to develop and operate the Golf Amenities on the Golf Land, certain of Development Landowners (as Grantors) granted to Golf Landowner (as Grantee) certain fees as a lien on their respective Development Land, pursuant to an Amenities Fee Agreement dated February 7, 2000, and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, at Book 0341, Page 612 *et seq.* (the "Original Agreement"). Such Development Landowners (as Grantors) and Golf Landowner (as Grantee) amended and restated the Original Agreement in its entirety by Amended and Restated Amenities Fee Agreement executed on June 15, 2000, but not recorded (the "First Restated Agreement"). Development Landowners and Golf Landowner now desire to amend and restate the First Restated Agreement in its entirety. Golf Landowner has determined that its development and operation of the Golf Amenities is a public purpose within the meaning of the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2-5100 *et seq.*), as amended (the "Act"). Reference is hereby made to, and capitalized terms not otherwise defined herein shall have the meanings ascribed to them in, that certain Loan Agreement dated September ~~30~~, 2004 (the "Loan Agreement"), between Golf Landowner (as Borrower), and Dolphin & Bradbury Incorporated ("Lender"), and the security therefor including a pledge of the Amenities Fees hereunder, and that certain Certificates of Participation Escrow Agreement dated September ~~30~~, 2004 (the "Escrow Agreement"), between Lender and Manufacturers and Traders Trust Company ("Escrow Agent"), and the provisions thereof including an assignment of the security for the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Development Landowners and Golf Landowner hereby amend and restate the First Restated Agreement in its entirety as follows:

EACH DEVELOPMENT LANDOWNER HEREBY GRANTS to Golf  
Landowner and its successors and assigns, for a term ending September 1, 2034,

the right (appurtenant to, benefiting and running with the Golf Land, and burdening and running with such Development Landowner's Development Land) to receive the following amenities fee (the "Amenities Fee"):

AN ANNUAL FEE in the amount of the difference between (a) one dollar (\$1.00) per One Hundred Dollars (\$100.00) of Assessed Value, as hereinafter defined, of such Development Landowner's Development Land, and (b) the amount of Special Tax, as hereinafter defined, paid by such Development Landowner with respect to its Development Land.

AND the Amenities Fee shall become due and payable, as to each calendar year, severally by each Development Landowner, or its successors in title, as to its Development Land, upon the first day of January of such calendar year, and shall bear interest from such date until paid in full at nine percent (9%) per annum. The Amenities Fee shall constitute a lien on such Development Landowner's Development Land until paid with interest as aforesaid. The Amenities Fee for calendar year 2004 shall become due and payable upon, and shall be pro rated according to the number of days remaining in calendar year 2004 from, the date of this Second Restated Agreement.

AND as used in this Second Restated Agreement, the term "Assessed Value" when applied to any Development Landowner's Development Land, means the assessment of such Development Land, by the County of Prince Edward, for purposes of the Special Tax (or, if there is no Special Tax, for ad valorem real estate taxation purposes), on the first day of January of each calendar year; provided, however, that if after the first day of January of any calendar year, any of the Development Land becomes subject to a reassessment or supplemental assessment (for new construction or otherwise), in either case resulting in an increase in the assessment of such Development Land for such purposes, then the Assessed Value shall be increased on the effective date of such reassessment or supplemental assessment, and the amount of any resulting increase in the Amenities Fee for such calendar year (pro rated in accordance with the number of days remaining in such calendar year after the effective date of such reassessment or supplemental assessment) shall be due and payable, on the effective date of such reassessment or supplemental assessment, and shall bear interest from such date until paid in full at nine percent (9%) per annum. If there is no Special Tax, and if the method of assessment by the County of Prince Edward for ad valorem real estate taxation purposes is changed such that the assessment is not intended to equal current fair market value, then the Assessed Value shall mean the assessment for such purposes, adjusted to fair market value using any adjustment factor determined for such purpose under Virginia law (or if Virginia law does not provide for the determination of an adjustment factor, using any other reliable factor to adjust assessed value to current fair market value, it being the intention of the parties that the Amenities Fee in such events shall be based upon the current market value of the Development Land).

AND as used in this Second Restated Agreement, the term "Special Tax" means the special tax requested by Golf Landowner by resolution adopted on January 13, 2004, and enacted by the Board of Supervisors of Prince Edward County by action on February 24, 2004, as amended by action on March 9, 2004, such Special Tax being in the amount of

\$1.00 per \$100.00 of Assessed Value of taxable real property within the Poplar Hill Community Development Authority District (the "CDA District"), and all renewals and reenactments of the same.

AND each of the Development Landowners covenants with Golf Landowner that it shall take all actions necessary to ensure that the Special Tax is renewed or reenacted continually, for the term of this Second Restated Agreement, and that it shall not take any action to prevent such renewal or reenactment.


AND the foregoing Amenities Fee is not in lieu of or in substitution for any tapping fee or use charge, or otherwise in consideration for use of the Golf Amenities or connection to or service from any public water or sewer system. Each party represents and warrants that: (a) it is duly authorized and validly existing under the laws of its state of organization, has full power, right and authority to own its property, to carry on its business as now conducted, and to enter into and fulfill its obligations under this Second Restated Agreement; (b) each of the persons executing this Second Restated Agreement on its behalf is authorized to do so; (c) this Second Restated Agreement is its valid and legally binding obligation enforceable against it in accordance with its terms; (d) the execution and delivery of this Second Restated Agreement by it and its compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which it is a party or by which it or any of the properties to be conveyed by it hereunder is bound or affected; (e) no brokerage commission or other fee is or will be due with respect to any transaction contemplated hereby; and (f) it holds good and marketable, indefeasible fee simple title to the property encumbered by it hereunder, free and clear of liens and encumbrances, other than existing deeds of trust the trustees and beneficiaries of which have consented and subordinated to (and to evidence such consent and subordination have joined in) this Second Restated Agreement. For so long as any land that would otherwise be Development Land is not taxable real property, such land shall not constitute Development Land for any purpose under this Agreement. If any land that would otherwise be Development Land is conveyed to or retained by Golf Landowner, or its successor or assign, and improved with Golf Amenities, then such land shall cease to be Development Land and shall become Golf Land for all purposes under this Amenities Fee Agreement, effective at the time of commencement of construction of Golf Amenities on such land. If any land that would otherwise be Golf Land is conveyed to or retained by a Development Landowner, or its successor or assign, or is conveyed to any third party, and improved with Developments, then such land shall cease to be Golf Land and shall become Development Land for all purposes under this Amenities Fee Agreement, effective at the time of commencement of construction of Developments on such land. If any person or entity is or becomes both the Golf Landowner and a Development Landowner, the rights and obligations of such person or entity shall not merge or be extinguished, but the same shall remain separate and distinct rights and obligations running with the Golf Land and the Development Land,

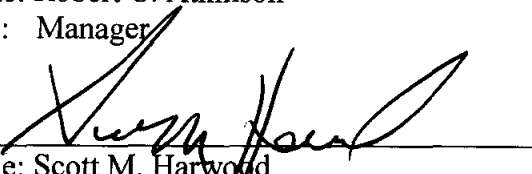
respectively. However, to the extent that any person or entity is or becomes both the Golf Landowner and a Development Landowner, the Amenities Fee due by such person or entity, as Development Landowner, to itself, as Golf Landowner, need not be evidenced or effected by any physical payment or transfer. Lender is the pledgee of the rights of Golf Owner hereunder pursuant to the Loan Agreement, and Escrow Agent is the assignee of such pledge pursuant to the Escrow Agreement, and each of them (as its interests appear) is an intended third party beneficiary of such rights and may enforce such rights by any action or proceeding, at law or in equity, which Golf Owner could maintain. This Second Restated Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All exhibits attached to this Second Restated Agreement are incorporated herein and made a part hereof. This Second Restated Agreement constitutes the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. This Second Restated Agreement may not be modified or amended other than by an agreement in writing signed by all of the parties. This Second Restated Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia. This Second Restated Agreement shall be recorded in its entirety in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, and shall run with the land. This Second Restated Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Second Restated Agreement shall become binding when two or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Each of the parties shall, whenever and as often as it shall be reasonably requested so to do by any other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, correction instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction provided for in this Second Restated Agreement and to carry out the intent and purposes of this Second Restated Agreement. Time is of the essence of this Second Restated Agreement.

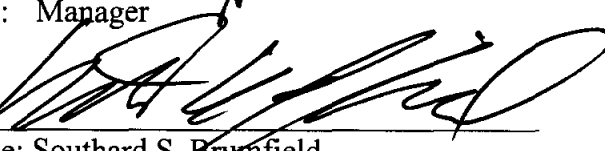
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IN WITNESS WHEREOF, Poplar Hill Associates, L.L.C. has caused this Second Restated Agreement to be duly executed the day and year first above written, representing that its Development Land is not subject to any deeds of trust.

POPLAR HILL ASSOCIATES, L.L.C., a Virginia limited liability company and Its Managers

By:   
Name: Robert C. Atkinson  
Title: Manager

By:   
Name: Scott M. Harwood  
Title: Manager


By:   
Name: Southard S. Brunfield  
Title: Manager

[SEAL]

[EXECUTIONS CONTINUE]

IN WITNESS WHEREOF, H-SC Poplar Hill, L.L.C. has caused this Second Restated Agreement to be duly executed the day and year first above written, representing that its Development Land is not subject to any deeds of trust.

H-SC POPLAR HILL, L.L.C., a Virginia limited liability company and Its Manager

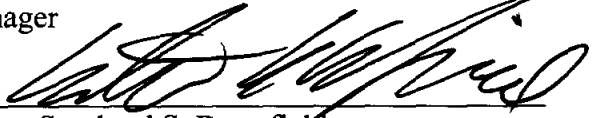
By:   
Name: C. Norman Krueger  
Title: Manager

[SEAL]

[EXECUTIONS CONTINUE]

IN WITNESS WHEREOF, Poplar Hill Development Group, L.L.C. has caused this Second Restated Agreement to be duly executed the day and year first above written, representing that the parties joining below are the only beneficiary and trustees of the only deed of trust encumbering its Development Land.

POPLAR HILL DEVELOPMENT GROUP,  
L.L.C., a Virginia limited liability company and Its  
Manager

By: 

Name: Southard S. Brumfield

Title: Manager

[SEAL]



INTENDING TO BE LEGALLY BOUND, for itself and its successors and assigns, the undersigned Trustee and Beneficiary pursuant to Deed of Trust dated 02-07-00 and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia at Book 341, Page 677 et seq., consents and subordinates the lien of such Deed of Trust to the foregoing Second Restated Agreement, and to the lien and encumbrance upon the Development Land of said Poplar Hill Development Group, L.L.C. created thereby.

Beneficiary: FARMERS BANK, WINDSOR, VA

By: [Signature]  
Name: Richard J. Holland, Jr.  
Title: President & COO

Trustee: [Signature]  
Name: Richard J. Holland, Jr.

Trustee: [Signature]  
Name: N.F. Carr, Jr.

COMMONWEALTH OF VIRGINIA :  
COUNTY OF ISLE OF WIGHT : SS:  
:

On this, the 30<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Richard J. Holland, Jr., who acknowledged himself to be a Trustee under the Deed of Trust covering the Development Land of Poplar Hill Development Group, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11.30.07

COMMONWEALTH OF VIRGINIA :  
 : SS:  
COUNTY OF ISLE OF WIGHT :

On this, the 30<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared N. F. Carr, Jr., who acknowledged himself to be a Trustee under the Deed of Trust covering the Development Land of Poplar Hill Development Group, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Patricia L. Duck*  
NOTARY PUBLIC

My Commission Expires: 11.30.07

COMMONWEALTH OF VIRGINIA :  
 : SS:  
COUNTY OF ISLE OF WIGHT :

On this, the 30<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Richard J. Holland, Jr., who acknowledged himself herself to be the President + CEO of Farmers Bank, Windsor, VA, Beneficiary under the Deed of Trust covering the Development Land of Poplar Hill Development Group, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself herself as President + CEO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

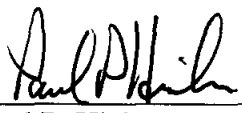
*Catherine L. Deak*  
NOTARY PUBLIC

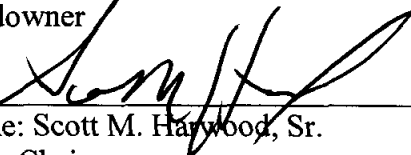
My Commission Expires: 11-30-07

[EXECUTIONS CONTINUE]

IN WITNESS WHEREOF, The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Development Landowner, has caused this Second Restated Agreement to be duly executed the day and year first above written, representing that the parties joining below are the only beneficiary and trustees of the only deed of trust encumbering its Development Land.

THE POPLAR HILL COMMUNITY  
DEVELOPMENT AUTHORITY, PRINCE  
EDWARD COUNTY, VIRGINIA, as Development  
Landowner

Attest:   
Name: Paul P. Hicks  
Title: Secretary

By:   
Name: Scott M. Harwood, Sr.  
Title: Chairman

[SEAL]

INTENDING TO BE LEGALLY BOUND, for itself and its successors and assign, the undersigned Trustee and Beneficiary pursuant to Deed of Trust dated 6/18/03 and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia at Book    , Page     et seq., consents and subordinates the lien of such Deed of Trust to the foregoing Second Restated Agreement.

Beneficiary: FIRST FINANCIAL BANK

By: Colin N. Maropis  
Name: Colin N. Maropis  
Title: Exec VP

Trustee: [Signature]  
Name: Harlan L. Horton

Trustee: \_\_\_\_\_  
Name: E. Preston Lancaster, Jr.

Pennsylvania  
Chester

:  
: SS:  
:

On this, the 7<sup>th</sup> day of October, 2004, before me, the undersigned officer, personally appeared Colin N. Maropis, who acknowledged himself to be the E. V. P. of First Financial Bank, Beneficiary under the Deed of Trust covering the Development Land of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Development Landowner, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


[Signature]  
NOTARY PUBLIC

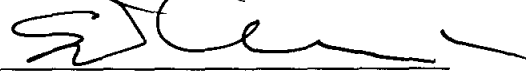
My Commission Expires:

Notarial Seal  
Lori J. Deckman, Notary Public  
Downingtown Boro, Chester County  
My Commission Expires Dec. 13, 2004

Member, Pennsylvania Association of Notaries

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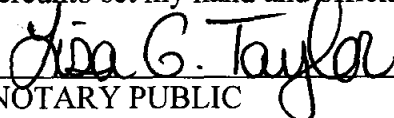
Trustee:   
Name: Harlan L. Horton

Trustee:   
Name: E. Preston Lancaster, Jr.

COMMONWEALTH OF VIRGINIA :  
: SS:  
COUNTY OF PRINCE EDWARD :

On this, the ~~28~~<sup>31</sup> day of September, 2004, before me, the undersigned officer, personally appeared Harlan L. Horton, who acknowledged himself to be a Trustee under the Deed of Trust covering the Development Land of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Development Landowner, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


  
NOTARY PUBLIC

My Commission Expires: 08.31.07

COMMONWEALTH OF VIRGINIA :  
: SS:  
COUNTY OF PRINCE EDWARD :

On this, the ~~28~~<sup>31</sup> day of September, 2004, before me, the undersigned officer, personally appeared E. Preston Lancaster, Jr., who acknowledged himself to be a Trustee under the Deed of Trust covering the Development Land of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Development Landowner, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.

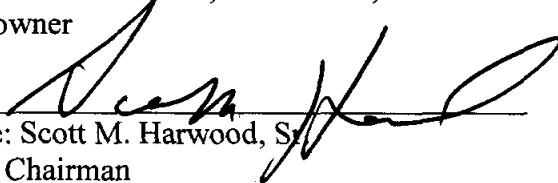
  
NOTARY PUBLIC

My Commission Expires: 08.31.07

IN WITNESS WHEREOF, The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Golf Landowner, has caused this Second Restated Agreement to be duly executed the day and year first above written.

THE POPLAR HILL COMMUNITY  
DEVELOPMENT AUTHORITY, PRINCE  
EDWARD COUNTY, VIRGINIA, as Golf  
Landowner

Attest:   
Name: Paul P. Hicks  
Title: Secretary

By:   
Name: Scott M. Harwood, Sr.  
Title: Chairman

[SEAL]



COMMONWEALTH OF VIRGINIA :  
 : SS:  
COUNTY OF PRINCE EDWARD :

On this, the 20<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Scott M. Harwood, Sr., Southard S. Brumfield and Robert C. Atkinson, who acknowledged themselves to be the Managers of Poplar Hill Associates, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by themselves as Managers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tricia G. Taylor  
NOTARY PUBLIC

My Commission Expires: 08.31.07

COMMONWEALTH OF VIRGINIA :

: SS:

COUNTY OF PRINCE EDWARD :

On this, the ~~28~~ day of September, 2004, before me, the undersigned officer, personally appeared C. Norman Krueger, who acknowledged himself to be the Manager of H-SC Poplar Hill, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joia G. Taylor  
NOTARY PUBLIC

My Commission Expires: 08-31-07

COMMONWEALTH OF VIRGINIA :

: SS:

COUNTY OF PRINCE EDWARD :

On this, the 28<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Southard S. Brumfield, who acknowledged himself to be the Manager of Poplar Hill Development Group, L.L.C., a Virginia limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lisa G. Taylor  
NOTARY PUBLIC

My Commission Expires: 08-31-07

COMMONWEALTH OF VIRGINIA :

: SS:

COUNTY OF PRINCE EDWARD :

On this, the 28<sup>th</sup> day of September 2004, before me, the undersigned officer, personally appeared Scott M. Harwood, Sr., who acknowledged himself to be the Chairman of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Development Landowner, and as such Chairman, and being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

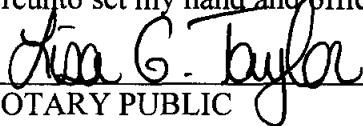
Lisa G. Taylor  
NOTARY PUBLIC

My Commission Expires: 08-31-07

COMMONWEALTH OF VIRGINIA :  
 : SS:  
COUNTY OF PRINCE EDWARD :

On this, the 28<sup>th</sup> day of September, 2004, before me, the undersigned officer, personally appeared Scott M. Harwood, Sr., who acknowledged himself to be the Chairman of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, as Golf Landowner, and as such Chairman, and being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of The Poplar Hill Community Development Authority, Prince Edward County, Virginia, by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 08-31-07

**EXHIBIT A  
GOLF LAND**

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in the aggregate 313.008 acres, more or less, being more particularly described and identified as Parcels #1 and U on the Plat prepared by Draper Aden Associates, Project No. P-R99392-22, consisting of the following individual plats:

1. COMPILED PLAT SHOWING 435.1+/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated December 12, 2001, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #1+2
2. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "J", AN 81.615 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #3
3. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "L", AN 87.729 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #4
4. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "M", A 47.058 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #5
5. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "N", A 29.141 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311 #1
6. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "O", A 16.428 ACRE DIVISION OF LAND LOCATED

IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#2

7. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "Q", A 24.288 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#3
8. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S", A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 312#4
9. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "T", A 21.249 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 31, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 312#5

TOGETHER WITH a non-exclusive easement for ingress and egress, over and across the Farm from the Property to Route 15 (the "Access Easement") granted by Deed of Partition dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 661, and as shown on that certain approved site plan on file in the Planning Office of Prince Edward County, Virginia, and entitled, "Poplar Hill Golf Course, Prince Edward County, Virginia, Conceptual Land Use Plan and Golf Course Routing", prepared by Draper Aden Associates, dated November 3, 1999 (the "Site Plan"), as confirmed by Confirmatory Access and Utility Easement Agreement dated September 30, 2004, and recorded 10/8, 2004, at Instrument Number 200402010

TOGETHER WITH a non-exclusive easement to provide utility services to the Property, over and across the Farm, including but not limited to, sanitary sewer, water, electrical power and telephone (the "Utility Easement") granted by Deed of Partition dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 661, and as indicated on those two plans, one entitled "POPLAR HILL PER-FIGURE 2-PROPOSED SEWER SYSTEM" and the other entitled "POPLAR HILL PER-FIGURE 1-PROPOSED WATER SYSTEM" both prepared by Draper Aden Associates (collectively, the "Utility Plan"), as confirmed by Confirmatory Access and Utility Easement Agreement dated September 30, 2004, and recorded 10/8/04, 2004, at Instrument Number 200402010

BEING as to a portion thereof, a portion of the property conveyed to Poplar Hill Community Development Authority, Prince Edward County Virginia, by Deed of Partition dated February 7, 2000 and recorded February 8, 2000 in the aforesaid Clerk's Office of the Circuit Court of Prince Edward County, Virginia at Deed Book 341, page 661, and FURTHER BEING the property conveyed to The Poplar Hill Community Development Authority, Prince Edward County, Virginia, by Deed of Boundary Line Adjustment, Property Exchange and Partial Release, dated September 30, 2004 and recorded in the aforesaid Clerk's Office as Instrument Number 200402608

TOGETHER WITH a non-exclusive right of way and easement, over and across Parcels D and E, 50 feet in width, the centerline of which is along the centerline of the existing road beginning on the east side of U.S. Route 15, leaving U.S. Route 15 in a southerly direction along the centerline of Old Route 15, thence meandering in an easterly then southerly direction to the northern property line of Parcel "U" and the western property line of Parcel #1, all as shown on that certain plat of Draper Aden Associates, Consulting Engineers/Surveyors, dated December 12, 2001 and last revised September 30, 2004 entitled COMPILED PLAT SHOWING 435.1 +/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM, (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA and recorded in Plat Cabinet A, slides 310<sup>1</sup> 311 through 1-5 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia. Said easement was granted by instrument dated September 30, 2004 and recorded in the aforesaid Clerk's Office as Instrument Number 200402608.



**EXHIBIT B-1  
DEVELOPMENT LAND  
POPLAR HILL ASSOCIATES, L.L.C.**

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, being more particularly described and identified as Parcels F-1, F-2, G, H, I, J, K and O on the Plat prepared by Draper Aden Associates, Project No. P-R99392-22, consisting of the following individual plats:

1. COMPILED PLAT SHOWING 435.1+/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated December 12, 2001, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310<sup>#1+2</sup>.
2. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "J", AN 81.615 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310<sup>#2</sup>.
3. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "L", AN 87.729 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310<sup>#4</sup>.
4. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "M", A 47.058 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310<sup>#5</sup>.
5. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "N", A 29.141 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311<sup>#1</sup>.
6. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "O", A 16.428 ACRE DIVISION OF LAND LOCATED

IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311.#2.

7. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "Q", A 24.288 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311.#3.
8. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S", A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311.#4.
9. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "T", A 21.249 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 31, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311.#5.

BEING as to a portion thereof, a portion of lands which Poplar Hill Associates, L.L.C., H-SC Poplar Hill, LLC, Poplar Hill Community Development Authority, Prince Edward County, Virginia and Poplar Hill Development Group, L.L.C. by Deed of Partition dated February 7, 2000 and recorded February 8, 2000 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 341, page 630 granted and conveyed unto Poplar Hill Associates, L.L.C.

**EXHIBIT B-2  
DEVELOPMENT LAND  
H-SC POPLAR HILL, LLC**

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, being more particularly described and identified as Parcels L, M, N, P and Q on the Plat prepared by Draper Aden Associates, Project No. P-R99392-22, consisting of the following individual plats:

1. COMPILED PLAT SHOWING 435.1+/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated December 12, 2001, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#42
2. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "J", AN 81.615 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#3
3. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "L", AN 87.729 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#4
4. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "M", A 47.058 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#5
5. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "N", A 29.141 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#1
6. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "O", A 16.428 ACRE DIVISION OF LAND LOCATED

IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311. #2

7. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "Q", A 24.288 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311. #3
8. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S", A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311. #4
9. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "T", A 21.249 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 31, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311. #5

BEING as to a portion thereof, a portion of the lands which Poplar Hill Associates, L.L.C., H-SC Poplar Hill, LLC, Poplar Hill Community Development Authority, Prince Edward County, Virginia and Poplar Hill Development Group, L.L.C. by Deed of Partition dated February 7, 2000 and recorded February 8, 2000 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 341, page 623 granted and conveyed unto H-SC Poplar Hill, LLC, and FURTHER BEING as to a portion thereof, the same premises which Poplar Hill Community Development Authority, Prince Edward County, Virginia by Deed of Boundary Line Adjustment, Property Exchange and Partial Release dated September 30, 2004 and recorded 10/8, 2004 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, as Instrument No. 200402608 granted and conveyed unto H-SC Poplar Hill, LLC.

**EXHIBIT B-3  
DEVELOPMENT LAND  
POPLAR HILL DEVELOPMENT GROUP, L.L.C.**

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, being more particularly described and identified as Parcels A, B, C, D, E, R, S and V on the Plat prepared by Draper Aden Associates, Project No. P-R99392-22, consisting of the following individual plats:

1. COMPILED PLAT SHOWING 435.1+/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated December 12, 2001, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#148.
2. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "J", AN 81.615 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#3.
3. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "L", AN 87.729 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#4.
4. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "M", A 47.058 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310#5.
5. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "N", A 29.141 ACRE DIVISION OF LAND LOCATED IN THE

FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#1.

6. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "O", A 16.428 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#2.

7. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "Q", A 24.288 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#3.

8. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S", A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#4.

9. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "T", A 21.249 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 31, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#5.

BEING the same premises which Poplar Hill Associates, L.L.C., H-SC Poplar Hill, LLC, Poplar Hill Community Development Authority, Prince Edward County, Virginia and Poplar Hill Development Group, L.L.C. by Deed of Partition dated February 7, 2000 and recorded February 8, 2000 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 341, page 646 granted and conveyed unto Poplar Hill Development Group, L.L.C.

**EXHIBIT B-4**  
**DEVELOPMENT LAND**  
**THE POPLAR HILL COMMUNITY DEVELOPMENT AUTHORITY,**  
**PRINCE EDWARD COUNTY, VIRGINIA**

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, being more particularly described and identified as Parcels #2 and T on the Plat prepared by Draper Aden Associates, Project No. P-R99392-22, consisting of the following individual plats:

1. COMPILED PLAT SHOWING 435.1+/- ACRES OF LAND, BEING THE REMAINDER OF POPLAR HILL FARM (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated December 12, 2001, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #12
2. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "J", AN 81.615 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #3
3. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "L", AN 87.729 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #4
4. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "M", A 47.058 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 310 #5

5. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "N", A 29.141 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#1.
6. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "O", A 16.428 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#2.
7. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "Q", A 24.288 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 27, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#3.
8. "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S", A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#4.
9. COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "T", A 21.249 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA, dated August 31, 2004, last revised September 30, 2004 and recorded in the aforesaid Clerk's Office in Plat Cabinet A Slide 311#5.



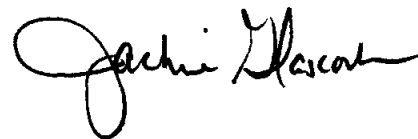
TOGETHER WITH a non-exclusive easement for ingress and egress, over and across the Farm from the Property to Route 15 (the "Access Easement") granted by Deed of Partition dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 661, and as shown on that certain approved site plan on file in the Planning Office of Prince Edward County, Virginia, and entitled, "Poplar Hill Golf Course, Prince Edward County, Virginia, Conceptual Land Use Plan and Golf Course Routing", prepared by Draper Aden Associates, dated November 3, 1999 (the "Site Plan"), as confirmed by Confirmatory Access and Utility Easement Agreement dated September 30, 2004, and recorded 10/8, 2004, at Instrument Number 200402010

TOGETHER WITH a non-exclusive easement to provide utility services to the Property, over and across the Farm, including but not limited to, sanitary sewer, water, electrical power and telephone (the "Utility Easement") granted by Deed of Partition dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 661, and as indicated on those two plans, one entitled "POPLAR HILL PER-FIGURE 2-PROPOSED SEWER SYSTEM" and the other entitled "POPLAR HILL PER-FIGURE 1-PROPOSED WATER SYSTEM" both prepared by Draper Aden Associates (collectively, the "Utility Plan"), as confirmed by Confirmatory Access and Utility Easement Agreement dated September 30, 2004, and recorded 10/8, 2004, at Instrument Number 200402010

BEING a portion of the property conveyed to Poplar Hill Community Development Authority, Prince Edward County, Virginia by Deed dated February 7, 2000 and recorded February 8, 2000 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia at Deed Book 341, page 661.

INSTRUMENT #200402611  
RECORDED IN THE CLERK'S OFFICE OF  
PRINCE EDWARD COUNTY ON  
OCTOBER 8, 2004 AT 04:30PM  
EARLMA R. BLESSING, CLERK

RECORDED BY: JNG



~~Grantor's Tax: \$~~  
Examined and ~~Mailed~~/Delivered To:

Date: 10-8-04 Dixie Calhoun