



# Fidelity National Title Insurance Company

## SCHEDULE A

Title No. **PRO-19-3495W**

File No. **PRO-19-3495W**

1. Commitment Date:
2. Policy or Policies to be issued: Amount of Insurance
  - (a) ALTA Owner's Policy (6-17-06) **\$2,736,800.00**  
Proposed Insured:  
**Hampstead I, LLC**
  - (b)  
Proposed Insured:
3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by  
**Hampstead I, LLC**
4. The land referred to in the Commitment is described as follows:  
**See continuation of Schedule A for legal description**

Countersigned:

Professional Title Associates  
1528 Narrow Passage Road  
Buchanan, VA 24066

By: \_\_\_\_\_  
Authorized Signatory



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## SCHEDULE A CONTINUED

Title No. **PRO-19-3495W**

File No. **PRO-19-3495W**

### LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Prince Edward, Commonwealth of Virginia, and being more particularly described as follows:

TM# 51-A-A

**TRACT I:**

ALL of those certain tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in aggregate 238.119 acres, more or less, and being more particularly described on unrecorded plats prepared by Draper Aden Associates and indicated thereon as follows:

Lot A containing 54.100 acres,  
Lot B containing 9.052 acres,  
Lot C containing 33.542 acres,  
Lot D containing 22.495 acres,  
Lot E containing 42.524 acres,  
Lot R containing 17.625 acres,  
Lot S containing 35.497 acres, and  
Lot V containing 23.284 acres and

being more particular described in instrument recorded in Deed Book 341, Page 646, to which instrument reference is hereby made for a complete description of the property by metes and bounds. The same being also shown by general boundaries on that certain plat entitled "PLAT SHOWING 443.5 +/- ACRES OF LAND, BEING THE REMAINDER OF POPAR HILL FARM, (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA", prepared by Draper Aden Associates, Consulting/Engineers/Surveyors" dated December 12, 2001, last revised June 7, 2006, 'which plat is recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia in Plat Cabinet A, Slide 373, #3-4 to which plat reference is also hereby made for a more particular description of the property conveyed.

LESS AND EXCEPT that portion of Parcel "S" conveyed to Poplar Hill Community Development Authority, Prince Edward County, Virginia, by Deed of Boundary Line Adjustment, Property Exchange and Partial Release, dated September 30, 2004, recorded October 8, 2004, as Instrument No. 200402608, and identified as that portion of Parcel "S" lying within the bounds of "NEW PROPERTY LINE PER RECORDATION OF THIS PLAT" and "OLD PROPERTY LINE TO BE VACATED UPON RECORDATION OF THIS PLAT" as set forth on plat entitled "COMPILED PLAT SHOWING THE RECONFIGURATION OF PARCEL "S" BEING A 35.348 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA" dated August 27, 2004, last revised September 30, 2004, prepared by Draper Aden Associates, and recorded among the aforesaid land records on October 8, 2004, in Plat Cabinet A, Slide 311, Number 4.

LESS AND EXCEPT lots R and V.

LESS AND EXCEPT that portion of the property identified as "Parcel C" containing 0.646 acre as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, recorded among the aforesaid land records in Plat Cabinet A, Slide 328-3, conveyed to Clyde J. Davis and Ressie A. Davis by Deed of Exchange dated February 13, 2006, recorded March 10, 2006, as Instrument No. 200600654.



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## SCHEDULE A CONTINUED

Title No. **PRO-19-3495W**

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LESS AND EXCEPT that certain portion of the above-described property conveyed to MHC Construction, LLC by deed dated May 15, 2009 and recorded in the aforesaid Clerk's Office as Instrument Number 200901052.

TM# 051-A-41E

**TRACT II:**

ALL that certain tract or parcel of land situated in Farmville Magisterial District, Prince Edward County, Virginia, containing 100.822 acres, more or less, being more particularly described as "RESIDUAL OF POPLAR HILL FARM PARCEL #2 100.822", as shown and more particularly described on that plat entitled " PLAT SHOWING 443.5 +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", prepared by Draper Aden Associates, Consulting Engineers/Surveyors" dated December 12, 2001, last revised June 7, 2006, which plat is recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia in Plat Cabinet A, Slide 373, #3-4, to which plat reference is hereby made for a more particular description of the property conveyed.

TM# 065-A-16

**TRACT III:**

ALL THAT CERTAIN TRACT or parcel of land situate in Hampden District, Prince Edward County, Virginia, containing 51.37 acres, more or less, as shown on that certain plat of survey dated October 24, 2000, prepared by Ralph P. Hines, CLS, and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 349 at page 353. Reference is hereby made to said plat for a more particular metes and bounds description as contained in said plat. The description contained in said plat is incorporated herein by reference as if same were textually herein contained.

TM# 066-A-2

**TRACT IV:**

ALL THAT CERTAIN TRACT or parcel of land situate in Hampden District, Prince Edward County, Virginia, lying on the north side of State Route No. 630, containing 5.24 acres, and more clearly shown on that certain plat of survey made by Maxey-Hines and Associates, P.C., dated October 19, 2000, recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 349, Page 349. Reference is hereby made to said plat for a more particular metes and bounds description as contained in said plat. The description contained in said plat is incorporated herein by reference as if same were textually herein contained.

TM# 051-A-T

**TRACT V:**

All that certain tract or parcel of land situated in Farmville Magisterial District, Prince Edward County, Virginia, containing 21.249 acres, more or less, being more particularly described as "PARCEL T 21.249 ACRES" as shown and more particularly described on that plat entitled "PLAT SHOWING 443.5 +1- ACRES OF LAND, BEING THE REMAINDER OF POPAR HILL FARM, (PARCELS #1 AND #2), PARCEL "T" AND PARCEL "U", LOCATED IN THE LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA", prepared by Draper Aden Associates, Consulting/Engineers/Surveyors" dated December 12, 2001, last revised June 7, 2006, which plat is recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia in Plat Cabinet A, Slide 373, #3-4 to which plat reference is hereby made for a more particular description of the property conveyed.

051-A-41-E1

**TRACT VI:**



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## SCHEDULE A CONTINUED

Title No. **PRO-19-3495W**

File No. **PRO-19-3495W**

ALL THAT CERTAIN piece or parcel of land located in the Farmville Magisterial District, Prince Edward County, Virginia containing 18.692 acres, more or less, as shown on plat of J. Adam Bryant of Hurt & Proffitt Incorporated entitled PLAT SHOWING DIVISION OF THE PROPERTY OF HERBERTON POPLAR HILL RESIDENTIAL I, LLLP dated August 4, 2008 and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia in Plat Cabinet A, Slide 374, Sheets 1 & 2. Said plat is incorporated herein by reference. Reference is hereby made to said plat for a more particular description of the property herein conveyed. For further reference see Plat recorded along with Deed of Boundary Line Adjustment, Recordation of Plats and Partial Release recorded in the aforesaid Clerk's Office as Instrument #200900992.

All of the above tracts are conveyed together with and/or subject to the following:

TOGETHER WITH AND SUBJECT TO a non-exclusive easement for ingress and egress, over and across the Farm from the Property herein conveyed to Route 15 (the "Access Easement") granted by instrument dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 646, subject to the terms, covenants and conditions, and as shown on that certain approved site plan (the "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 and Access and Utility Easement Agreement dated September 30, 2004, and recorded October 8, 2004 as Clerk's Instrument Number 200402610 and further subject to the conditions that the access easement will conform to subdivision roads constructed within the Manor Resort development by the Declarant named in the Restrictive Covenants to which this property is subject. To that end, in addition to the general easement over the Farm for access to Highway 15, there is also hereby granted TOGETHER WITH each tract and they are also SUBJECT TO all of the Grantors rights in and to a non-exclusive easement for ingress and egress over and across the existing Manor Resort entrance road which runs from the east side of Highway 15 in a southerly direction over Parcels D and E, over a portion of that property described as "Residual of Poplar Hill Farm Parcel #1 317.1 +/- acres" and which is specifically noted as "Existing Road" all as shown on plat in the Clerk's Office, Circuit Court, Prince Edward County, Virginia in Plat Cabinet A, Slide 373 #3-4, to which plat reference is hereby made for a more complete description of the property conveyed AND TOGETHER WITH and SUBJECT TO all of the Grantors rights in and to the non-exclusive easement for ingress and egress over and across the existing subdivision road described as Carriage Run as shown on Plat of Hurt & Proffitt dated August 4;2008 and recorded in the aforesaid Clerk's Office at Plat Cabinet A, Slide 374 #1&2.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement to provide utility services to the Property herein conveyed, over and across the Farm, including but not limited to, sanitary sewer, water, electrical power and telephone (the "Utility Easement") granted by instrument dated February 7, 2000, recorded February 8, 2000, in Deed Book 341, Page 646, subject to the terms, covenants and conditions contained therein, 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 and Access and Utility Easement Agreement dated September 30, 2004, and recorded October 8, 2004 as Clerk's Instrument Number 200402610 all of which is conveyed as it may be amended from time to time for purposes of providing utility services to the herein described property and as shall be determined by the Declarant under the terms of the Restrictive Covenants to which this property is subject.

TOGETHER WITH AND SUBJECT TO 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



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## SCHEDULE A CONTINUED

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existing road beginning on the east side of 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 prepared by Draper Aden Associates, Consulting Engineers/Surveyors dated December 12, 2001, 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", which plat is recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia in Plat Cabinet A, Slide 310, #1-5. Said easement was granted by instrument dated September 30, 2004 and recorded in the aforesaid Clerk's Office as Instrument Number 200402609.

TOGETHER WITH a 15' Utility easement, to be used in common with Grantor and others, as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, recorded among the aforesaid land records in Plat Cabinet A, Slide 328-3. Said easement is reserved in instrument recorded as Instrument No. 200600654.

TOGETHER WITH a 12' Utility easement, to be used in common with Grantor and others, and more particularly described on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, recorded in Plat Cabinet A, Slide 328-3. Said easement is reserved in instrument recorded as Instrument No. 200600654.



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## SCHEDULE B I REQUIREMENTS

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The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - a. **Duly authorized Deed from Hampstead I, LLC to TO BE DETERMINED.**
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
7. No recorded deed of trust or mortgage on the Land was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the Land intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
8. The Company must be furnished a copy of the Certificate of Organization and the written Operating Agreement and all amendments thereto. Upon review of same, this commitment may be modified or amended.

Or, certification by approved attorney that seller/borrower is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required herein is/are pursuant to the terms of its operating agreement.

9. Payment of all charges, assessments, costs, etc., required by restrictions through effective date of policy.
10. Examination of the appropriate public records in the name(s) of the TO BE DETERMINED Purchasers of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

OR

Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers.

11. Payment of taxes for the year 2018, together with penalty and interest, if any.

**NOTE: THIS COMPANY MAY TAKE OTHER REQUIREMENTS AND/OR EXCEPTIONS UPON RECEIPT AND REVIEW OF THE ABOVE-LISTED DOCUMENTS.**

*Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.*



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## SCHEDULE B II

### EXCEPTIONS

Title No. **PRO-19-3495W**

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
  1. Those taxes becoming due and payable subsequent to the date of the policy.
  2. Rights of tenants or parties in possession.
  3. Rights of others in and to the use of the easements conveyed as appurtenant to the Land as set out in the description attached to the instrument creating the insured estate or interest.
  4. Rights of others in and to the use of any portion of the Land lying within the bounds of any easement(s).
  5. Rights of others in and to the continued uninterrupted flow of any drain, ditch or stream.
  6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

#### **AS TO TRACT I AND TRACT VI:**

7. Easement granted Town of Farmville, by instrument dated February 23, 1932, recorded in Deed Book 84, Page 40.
8. Easement granted Town of Farmville, by instrument dated February 18, 1932, recorded in Deed Book 84, Page 43.
9. Easement granted Virginia Telephone and Telegraph Company, by instrument dated September 23, 1939, recorded in Deed Book 94, Page 244.
10. Easement granted Virginia Public Service Company, by instrument dated December 11, 1939, recorded in Deed Book 94, Page 458.
11. Easement granted Central Telephone Company of Virginia, by instrument dated October 19, 1977, recorded in Deed Book 205, Page 143.
12. Terms and conditions of Resolution of the Board of Supervisors of the County of Prince Edward recorded in Deed Book 335, Page 150.
13. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Instrument No. 200701673; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.



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## SCHEDULE B – PART II CONTINUED

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14. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 524; and Assignment and Assumption Agreement, dated October 6, 2005, recorded October 7, 2005 as Instrument No. 200502682; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
15. Amenities Fee Agreement, dated February 7, 2000, recorded in Deed Book 341, Page 612, as Amended by Second Amended and Restated Amenities Fee Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402611.
16. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 623; Deed Book 341, Page 630; Deed Book 341, Page 646; Deed Book 341, Page 661; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
17. Right of way and easement granted to The Poplar Hill Community Development Authority, Prince Edward County, Virginia, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402609, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253, 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, as shown on plat recorded in Plat Cabinet A, Slide 310 #1-5 through 311 #1-5.
18. Easement for ingress and egress, over and across "the Farm" to Route 15 (the "Access Easement") granted by Deed of Partition, dated February 2, 2000, recorded February 8, 2000 in Deed Book 341, Page 661; and confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402610.
19. Easement for utility services to the Property, 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 confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402610.
20. Landowner Agreement by and among First Financial Bank, H-SC Poplar Hill, LLC, Poplar Hill Associates, L.L.C. and Poplar Hill Development Group, L.L.C., dated as of September 30, 2004, recorded October 8, 2004 as Instrument No. 200402616.
21. The following matters as shown on survey prepared by Draper Aden Associates, dated December 12, 2001, last revised September 30, 2004:
  - a. Existing roads cross and meander through the Land.
  - b. Fences cross and meander through the Land.
  - c. Cemetery located on adjoining "Parcel R" on the south.
  - d. Portion of the Land lying within the bounds of Old Route 15.





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## SCHEDULE B – PART II CONTINUED

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22. Title to that portion of the Land lying within the bounds of the cemetery located upon Parcel R, together with the rights of ingress and egress thereto.
  23. Title to that portion of property within the bounds of the old road to Hampden Sydney as shown on plat recorded in Deed Book 145, Page 10.
  24. Easement of right of way, 60' in width, identified as Parcel D, as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, in Plat Cabinet A, Slide 328-3.
  25. Assignment dated October 6, 2005, recorded as Instrument No. 200502682.
  26. Deed of Boundary Line Adjustment and Partial Release, dated March 30, 2007, recorded as Instrument No. 200701531.
  27. Easement granted to Virginia Electric and Power Company, dated August 11, 2006, recorded as Instrument No. 200602234.
  28. Easement granted Freeda Moles Bolt and Nelson Harry Bolt recorded in Deed Book 201, Page 742.
- AS TO TRACT II:**
29. Easement granted Town of Farmville, by instrument dated February 23, 1932, recorded in Deed Book 84, Page 40.
  30. Easement granted to Town of Farmville, by instrument dated February 18, 1932, recorded in Deed Book 84, Page 43.
  31. Easement granted Virginia Telephone and Telegraph Company, by instrument dated September 23, 1939, recorded in Deed Book 94, Page 244.
  32. Easement granted Virginia Public Service Company, by instrument dated December 11, 1939, recorded in Deed Book 94, Page 458.
  33. Easement granted Central Telephone Company of Virginia by instrument dated October 19, 1977, recorded in Deed Book 205, page 143.
  34. Terms and conditions of Resolution of the Board of Supervisors of the County of Prince Edward recorded in Deed Book 335, Page 150.
  35. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Instrument No. 200701673; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
  36. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 524; and Assignment and Assumption Agreement, dated October 6, 2005, recorded October 7, 2005 as Instrument No. 200502682; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.



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## SCHEDULE B – PART II CONTINUED

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37. Amenities Fee Agreement, dated February 7, 2000, recorded in Deed Book 341, Page 612; as amended by Second Amended and Restated Amenities Fee Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402611.
38. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 623; Deed Book 341, Page 630; Deed Book 341, Page 646; Deed Book 341, Page 661; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
39. Right of way and easement granted to The Poplar Hill Community Development Authority, Prince Edward County, Virginia, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402609, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253, 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, as shown on plat recorded in Plat Cabinet A, Slide 310 #1-5 through 311 #1-5.
40. Easement for ingress and egress, over and across "the Farm" to route 15 (the "Access Easement") granted by Deed of Partition, dated February 2, 2000, recorded February 8, 2000 in Deed Book 341, Page 661; and confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402610.
41. Easement for utility services to the Property, 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 confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402610.
42. Landowner Agreement by and among First Financial Bank, H-SC Poplar Hill, LLC, Poplar Hill Associates, L.L.C. and Poplar Hill Development Group, L.L.C., dated as of September 30, 2004, recorded October 8, 2004 as Instrument No. 200402616.
43. The following matters as shown on survey prepared by Draper Aden Associates, dated December 12, 2001, last revised September 30, 2004:
  - a. Existing roads cross and meander through the Land.
  - b. Fences cross and meander through the Land.
  - c. Cemetery located on adjoining "Parcel R" on the south.
  - d. Portion of the Land lying within the bounds of Old Route 15.
44. Title to that portion of property within the bounds of the old road to Hampden Sydney as shown on plat recorded in Deed Book 145, Page 10.
45. Easement of right of way, 60' in width, identified as Parcel D, as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, in Plat Cabinet A, Slide 328-3.
46. Matters as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, in Plat Cabinet A, Slide 328-3.
47. Easement granted to Virginia Electric and Power Company, dated July 20, 2006, recorded as Instrument No. 200602231, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253.



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48. Easement granted to Virginia Electric and Power Company, dated July 20, 2006, recorded as Instrument No. 200602232, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253.
49. Easement granted to Virginia Electric and Power Company, dated August 16, 2006, recorded as Instrument No. 200602500.
50. Assignment, dated October 6, 2005, recorded as Instrument No. 200502682.
51. Deed of Boundary Line Adjustment and Partial Release, dated March 30, 2007, recorded as Instrument No. 200701531.

### **AS TO TRACT III and TRACT IV:**

52. Title to that portion of the property within the bounds of Old Road (formerly Route No. 630)
53. Deed of Easement, dated December 19, 2007, between Herberton Poplar Hill Residential, I, LLLP and HSC Poplar Hill, LLC, et als, recorded as Instrument No. 200703370, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253.
54. Deed of Easement, dated December 19, 2007, between Herberton Poplar Hill Residential, I, LLLP and HSC Poplar Hill, LLC, et als, recorded as Instrument No. 200703369, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253.
55. Easement granted Virginia Electric and Power Company, dated February 9, 1948, recorded in Deed Book 110, Page 200. (as to Tract I)
56. Rights of others in and to the use of Soil Road crossing subject property. (as to Tract I)
57. Overhead utility lines crossing the Land as shown on plat of survey made by Ralph P. Hines, C.L.S., dated October 24, 2000. (as to Tract I)

### **AS TO TRACT V:**

58. Easement granted the Town of Farmville, by instrument dated February 23, 1932, recorded in Deed Book 84, Page 40.
59. Easement granted the Town of Farmville, by instrument dated February 18, 1932, recorded in Deed Book 84, Page 43.
60. Easement granted Virginia Telephone and Telegraph Company, by instrument dated September 23, 1939, recorded in Deed Book 94, Page 244.
61. Easement granted Central Telephone Company of Virginia, by instrument dated October 19, 1977, recorded in Deed Book 205, Page 143.
62. Terms and conditions of Resolution of the Board of Supervisors of the County of Prince Edward recorded in Deed Book 335, Page 150.
63. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Instrument No. 200701673; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.



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## SCHEDULE B – PART II CONTINUED

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64. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 524; and Assignment and Assumption Agreement, dated October 6, 2005, recorded October 7, 2005 as Instrument No. 200502682; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
65. Amenities Fee Agreement, dated February 7, 2000, recorded in Deed Book 341, Page 612; as amended by Second Amended and Restated Amenities Fee Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402611.
66. Terms, provisions, covenants, conditions, restrictions, reservations, easements, liens for assessments, developer rights, options, rights of first refusal and reservations and other matters, if any, and any amendments thereto, appearing of record in Declaration recorded in Deed Book 341, Page 623; Deed Book 341, Page 630; Deed Book 341, Page 646; Deed Book 341, Page 661; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
67. Right of way and easement granted to The Poplar Hill Community Development Authority, Prince Edward County, Virginia, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402609, and confirmed by Summary Judgment Order recorded as Instrument No. 201200253, 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, as shown on plat recorded in Plat Cabinet A, Slide 310 #1-5 through 311 #1-5.
68. Easement for ingress and egress, over and across "the Farm" to Route 15 (the "Access Easement") granted by Deed of Partition dated February 2, 2000, recorded February 8, 2000, in Deed Book 341, Page 661; and confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, recorded October 8, 2004 as Instrument No. 200402610.
69. Easement for utility services to the Property, 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 confirmed by Confirmatory Access and Utility Easement Agreement, dated September 30, 2004, and recorded October 8, 2004 as Instrument No. 200402610.
70. Landowner Agreement by and among First Financial Bank, H-SC Poplar Hill, LLC, Poplar Hill Associates, L.L.C. and Poplar Hill Development Group, L.L.C., dated as of September 30, 2004, recorded October 8, 2004 as Instrument No. 200402616.
71. The following matters as shown on survey prepared by Draper Aden Associates, dated December 12, 2001, last revised September 30, 2004:
  - a. Existing roads cross and meander through the Land.
  - b. Fences cross and meander through the Land.
  - c. Cemetery located on adjoining "Parcel R" on the south.
  - d. Portion of the Land lying within the bounds of Old Route 15.



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## SCHEDULE B – PART II CONTINUED

Title No. **PRO-19-3495W**

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72. Easement of right of way, 60' in width, identified as Parcel D, as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, in Plat Cabinet A, Slide 328-3.
73. Matters as shown on plat of William C. Young, C.L.S., dated January 27, 2006, revised February 24, 2006, in Plat Cabinet A, Slide 328-3.
74. Assignment, dated October 6, 2005, recorded as Instrument No. 200502682.
75. Deed of Boundary Line Adjustment and Partial Release, dated March 30, 2007, recorded as Instrument No. 200701531.