

**EXEMPT FROM RECORDATION TAXES
UNDER VIRGINIA CODE SECTION 58.1-811(A) (3) AND (C) (4), AS AMENDED**

Tax Parcel ID: 4820100005C

DEED OF EASEMENT FOR NATURAL OPEN SPACE

THIS DEED OF EASEMENT, made this 10th day of July, 2019
by and between Larry T. Waltrip and his heirs, successors and assigns ("Grantor") and the County
of James City, Virginia ("Grantee").

WHEREAS, Grantor is the owner of certain property known as 164 Waltrip Lane
consisting of a tract of land containing 19.02 acres, more or less, more particularly shown on the
attached site plan ("Property"); and

WHEREAS, Grantee has adopted the Chesapeake Bay Preservation Ordinance, Chapter 23
of the James City County Code, as required by Article 2.5 of Chapter 3.1 of Title 62.1 of the Code
of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution within
the Chesapeake Bay drainage area; and

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

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of
Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby
acknowledged, Grantor does hereby grant and convey to Grantee an easement in perpetuity in
gross, with the right in perpetuity to restrict the use as described below, of the portion herein
described of that certain tract, lot, piece, or parcel of land ("Easement Property"), to wit:

Prepared by and Return to:
James City County
101-E Mounts Bay Road
Williamsburg, Virginia 23187
(757) 253-6670

All those certain areas of land, situate, lying and being in Roberts Magisterial District, James City County, Virginia, containing a total of 9.54 acres shown and designated as “CLEARING LIMITS AND CONSERVATION EASEMENT” on that certain site plan entitled, “WALTRIP RECYCLING SITE PLAN JAMES CITY COUNTY, VIRGINIA” dated May 28, 1993, prepared by Langley and McDonald.

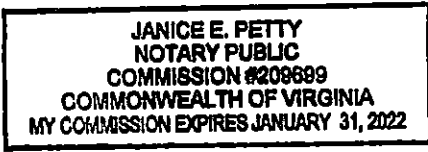
The restrictions hereby imposed on the use of the Easement Property, the acts which Grantor covenants to do or not to do, and the restrictions which Grantee is hereby entitled to enforce, shall be as follows:

1. No building or structure shall be built or maintained on the Easement Property other than such building or structure expressly approved in writing by the County Watershed Planner;
2. The Easement Property shall be kept free and clear of any junk, trash, rubbish, or other unsightly or offensive material;
3. No new signs, billboards, outdoor advertising, road or utility lines shall be placed on the property without the expressed written consent of the County Watershed Planner;
4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb any soil. With the expressed written consent of the County Watershed Planner, such activities may include selective trimming and pruning which will not alter the natural character of the Easement Property. Grantor may install walk trails or remove dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Watershed Planner;
5. Grantee and its representatives may enter upon the Easement Property to inspect the Easement Property, to enforce the terms of this Deed of Easement, and to post signs or markers identifying Grantee’s interest in the Easement Property as natural open space;

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

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

Witness the following signatures and seals:

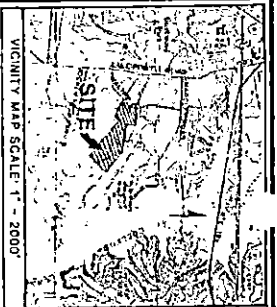


BY: Larry T. Waltrip (SEAL)
Larry T. Waltrip

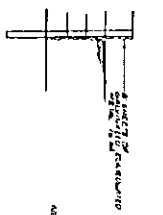
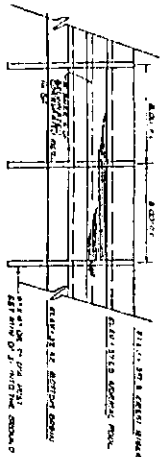
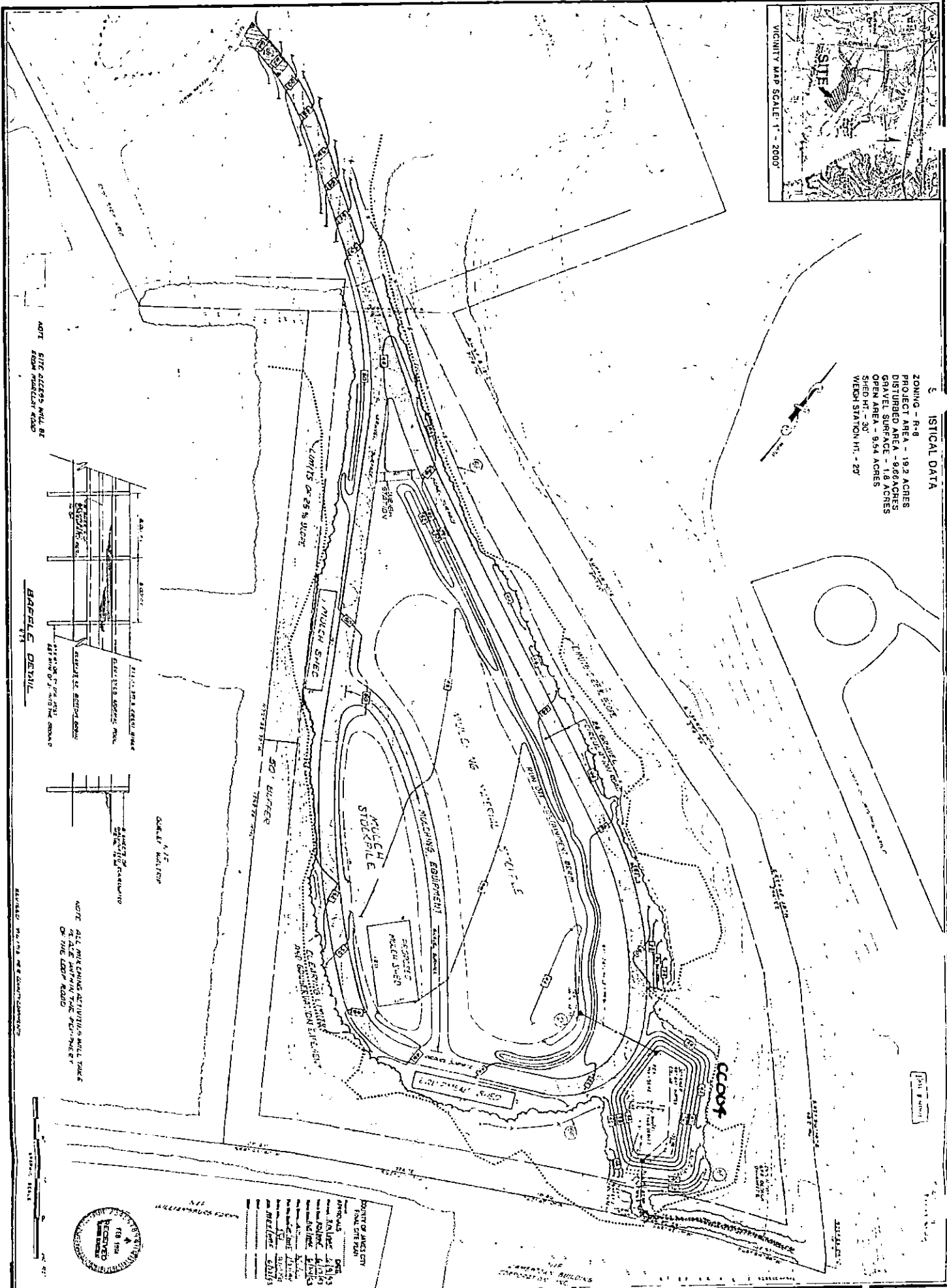
Commonwealth of Virginia
City/County of James City, a Notary Public for the Commonwealth of Virginia, do hereby certify that Larry T. Waltrip, whose name is signed to the foregoing Deed of Easement, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 12 day of June, 20 19.

Notary Public: Janice E. Petty
My Commission expires: January 31, 2022



5 HISTICAL DATA
 ZONING - R-8
 PROJECT AREA - 19.2 ACRES
 DISTURBED AREA - 9.66 ACRES
 GRAVEL SURFACE - 1.8 ACRES
 OPEN AREA - 9.54 ACRES
 SHED HT. - 30'
 WENCH STATION HT. - 29'



NOTE: ALL MINIMUMS ACTIVITIES WILL TAKE PLACE WITHIN THE PERIMETER OF THE LOOP ROAD



STATE OF VIRGINIA
 BOARD OF PROFESSIONAL ENGINEERS
 WILLIAM R. McDONALD
 No. 18789

WALTRIP RECYCLING SITE PLAN
 JAMES CITY COUNTY, VIRGINIA

DESIGNED BY	WFB
CHECKED BY	HTR
DATE	5/2/93

Langley and McDonald
 PROFESSIONAL CORPORATION
 ENGINEERS • PLANNERS • SURVEYORS
 WYOMING BEACH - WILLIAMSBURG, VIRGINIA

SP-68-93