



IMPORTANT NOTICE - PLEASE REVIEW

Following this page is a notarized, unrecorded hunting and fishing agreement between the Barham family and the Davis family concerning the use of the 205 acre tract and the neighboring tract belonging to the Davis Family.

Please note that the Davis family has a NON EXCLUSIVE right to hunt and fish on the 205 ac tract until January of 2071. The document also states the Davis family permission includes the following restrictions and stipulations:

- NO organized or "Hunt Club" activities
- Notice of the Davis family members that may be hunting or fishing must be furnished in writing.
- The Davis family is prohibited from subletting or granting others permission. Any non family member must be accompanied by a family member on the provided written list when on the Barham tract.
- No vehicular, ATV or UTV transportation is authorized for use by the Davis Family while hunting or fishing, (no boats or motorized vehicles of any type)
- Although the easement to the 205 ac tract is mentioned in this hunting agreement, there is no effect or binding aspect to the deeded easement to the Barham tract. The easement is recorded, perpetual and non revoke able.

The opinions expressed above concerning the attached hunting agreement are based on consultation with legal counsel. If you have questions or concerns please ask your attorney for clarification.

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434-374-2011

THIS AGREEMENT, made and entered into in duplicate this 17th day of January, 1996, by and between GARLAND HENNEN DAVIS, JR./ aka G. HENNEN DAVIS, JR and ROBERT B. DAVIS, Grantors, parties of the first part, and MABEL N. BARHAM, CYNTHIA B. PEAR, J. DANIEL BARHAM and JOANNE E. BARHAM (devisees under the will of D. D. Barham, Jr., as their interests are more fully hereinafter set forth), whose address is 22598 Main Street, Capron, Virginia 23829, Grantees, parties of the second part:

WHEREAS, the parties of the first part are the owners of certain real estate located in Capron Magisterial District, Southampton County, Virginia, designated on the tax map of Southampton County, Virginia, as Parcels No. 56-39 and 39A (hereinafter referred to as the "Davis land"); and

WHEREAS, the parties of the second part are also owners of certain real estate in Capron Magisterial District, Southampton County, Virginia, the particular tract being designated on the tax map of Southampton County, Virginia, as parcel No. 59-6 (hereinafter referred to as the "Barham land"); and

WHEREAS, by instrument of even date herewith the parties hereto have entered into an agreement relative to an easement for access to the Barham land, which easement is over the Davis land; and

WHEREAS, as a part of said agreement, the parties wish to establish certain mutual hunting and fishing rights for the benefit of each other and provide a means by which the parties

hereto may assist each other in preventing unauthorized hunting and fishing on their land; and

NOW THEREFORE, in consideration of the premises the parties hereto do hereby agree as follows:

1. The parties of the first part do hereby grant unto the parties of the second part non-exclusive reciprocal hunting and fishing rights on the Davis land, which rights shall extend to include, as designated users, the parties of the second part, their spouses, their descendants and the spouses of such descendants, as well as their personal guests when accompanied by a designated user. These rights shall not include any commercial hunting activity, nor any use by an organized hunt club.
2. The parties of the second part do hereby grant unto the parties of the first part non-exclusive reciprocal hunting and fishing rights on the Barham land, which rights shall extend to include, as designated users, the parties of the first part, their spouses, their descendants and the spouses of such descendants, as well as their personal guests when accompanied by a designated user. These rights shall not include any commercial hunting activity, nor any use by an organized hunt club.
3. The mutual rights hereby granted shall continue for a period of 75 years except to the extent that they shall automatically terminate earlier upon the following conditions:

A. If the Davis land ceases to be owned by Garland
aka G. Hennen Davis, Jr.
Hennen Davis, Jr.,/ or Robert E. Davis, or their

descendants, or their spouses, or the spouses of such descendants, or by a corporation, partnership, limited liability company or other legal entity of which the said Garland Hennen Davis, Jr. aka G. Hennen Davis, Jr. or Robert E. Davis, or their descendants, or their spouses, or the spouses of such descendants shall be the sole stockholders, partners, members, etc, then the hunting rights hereby granted in the Barham land shall terminate.

B. If the Barham land ceases to be owned by the present owners, or their descendants, or their spouses, or the spouses of such descendants, or by a corporation, partnership, limited liability company or other legal entity of which the present owners, or their descendants, or their spouses, or the spouses of such descendants shall be the sole stockholders, partners, members, etc, then the hunting rights hereby granted in the Davis land shall terminate.

4. Each party will upon execution and delivery of this agreement deliver unto the other a written list of the designated users as herein defined. Likewise written notice shall be given if any new designated users, as herein defined, are added.

5. Each party will keep the other informed by written notice of the names of all persons and groups to which the notifying party has given permission to hunt or fish on their land. The purpose of this is to assist each other in preventing unauthorized use.

WITNESS the following signatures and seals:

Garland Hennen Davis, Jr.
aka G. Hennen Davis Jr.

Robert E. Davis

Mabel N. Barham

Cynthia B. Peak

J. Daniel Barham

Joanne E. Barham

STATE OF HABANA

CITY/COUNTY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 12th day of November, 1999, by Garland

Hennen Davis, Jr., aka G. Hennen

My commission expires

Notary Public

STATE OF Virginia

CITY/COUNTY OF Franklin, to-wit:

The foregoing instrument was acknowledged before me this
14th day of November, 1997 by Robert E.
Davis.

My commission expires _____
My Commission Expires November 30, 2000

Carol D. Law
Notary Public

STATE OF VA

CITY/COUNTY OF Southampton, to-wit:

The foregoing instrument was acknowledged before me this
26th day of December, ¹⁹⁹⁷~~1996~~, by Mabel N.
Barham.

My commission expires 5-31-98

Mary M. Butler
Notary Public

STATE OF Virginia

CITY/COUNTY OF Southampton, to-wit:

The foregoing instrument was acknowledged before me this
1st day of December, 1996, by Cynthia B.
Peak.

My commission expires 7-31-98.

Charles B. R.
Notary Public

STATE OF Virginia

CITY/COUNTY OF Southampton, to-wit:

The foregoing instrument was acknowledged before me this
1st day of December, 1996, by J. Daniel
Barham.

My commission expires 7-31-98.

Charles B. R.
Notary Public

STATE OF Virginia

CITY/COUNTY OF Southampton, to-wit:

The foregoing instrument was acknowledged before me this
1st day of December, 1996 by Joanne E.
Barham.

My commission expires 7-31-98.

Charles B. R.
Notary Public