

COPY

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TAX MAP NO: 49.3(000)000/303
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Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 23rd day of December, 2008, between QUINN AND REYNOLDS, LLC, Grantor, and VIRGINIA OUTDOORS FOUNDATION, Grantee, an agency of the Commonwealth of Virginia and their respective successors and assigns;

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property situated in Henry County, Virginia, containing in the aggregate 227.591 acres as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provision of any subsequent federal tax laws and regulations) (the "IRC") and Treasury Regulation §1.170A-14(c)(1) and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

WHEREAS, pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below; and

WHEREAS, Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

WHEREAS, as required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Henry Comprehensive Plan adopted on June 26, 1995; and

WHEREAS, this Easement is intended to constitute (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) as more particularly explained below, and (ii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended); and

WHEREAS, this Easement is intended to be a grant “exclusively for conservation purposes” under IRC Section 170(h)(1)(C) because it effects “the preservation of open space (including farmland and forest land)” under IRC Section 170(h)(4)(A)(iii). Specifically, the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and will yield a significant public benefit; and

WHEREAS, this open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia cited above, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;

e. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia. Grantor believes that such review and acceptance of this Easement by Grantee tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii);

(ii) Land use policies of the County of Henry as delineated in:

a. its comprehensive plan adopted by the Henry County Board of Supervisors on June 26, 1995, to which plan the restrictions set forth in this deed conform and which contains the following objectives and strategies:

1. Objective: Recognize and encourage historic preservation in the County.
 - a. Strategy: Promote voluntary techniques such as conservation easements which serve to protect historic settings.
2. Objective: Protect the County's surface water and ground water supplies.
 - a. Strategy: Encourage property owners to take advantage of available preservation and conservation measures.
3. Objective: Preserve important scenic resources and open space to help maintain rural character and improve quality of life.
 - a. Strategy: Promote preservation of these areas through non-regulatory approaches such as conservation easements, purchase of development rights (PDR), and density bonuses; and

b. its provision for land-use value assessment of the Property to encourage the preservation of the Property as real estate devoted to agricultural, forestal, horticultural or open-space uses by ordinance enacted pursuant to Virginia Code Section 58.1-3231; and

WHEREAS, the Property comprises rolling fields and forests typical to the Virginia Piedmont in a rural and scenic community of Henry County, Virginia; and

WHEREAS, the Property consists of more than 50% Prime Soils and Soils of Statewide Importance according to classifications by the USDA Natural Resource Conservation Service; and

WHEREAS, the Property comprises a farm in the same family for more than 100 years, and the farm house on the Property dates to the 18th century and is eligible for inclusion on the National Register of Historic Places; and

WHEREAS, the Property is located on and is visible from State Rte. 683, a state-maintained public right-of-way near Fieldale, and contributes to the scenic views enjoyed by the driving public therefrom; and

WHEREAS, this Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below; and

WHEREAS, Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II; and

WHEREAS, Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement; and

WHEREAS, Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein and made a part hereof and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross (Easement) over, and the right in perpetuity to restrict the use of, the Property, which is described in SCHEDULE "A" attached hereto and made a part hereof and consists of 227.591 acres located in Henry County, Virginia, near Martinsville, fronting on State Route 683.

Even if the Property consists of more than one parcel for real estate tax or any other purpose, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I - PURPOSE

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the

Documentation Report described in Section IV below and include its open-space and scenic values and its values as land preserved for open-space and rural uses including agriculture [including livestock production] and forestry. Pursuant to the Virginia Land Conservation Foundation's (VLCF's) Conservation Value Review Criteria the further purpose of this Easement is preservation of land for agricultural use, forestal use, and preservation of scenic open space. Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISION.** The Property shall not be divided or subdivided into, or separately conveyed as, more than three parcels. Grantor shall give Grantee written notice prior to making any division of the Property. In the event of a division of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted division of the Property unless the permitted division is allocated by that grantor in the instrument creating the division or other recorded instrument.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions or subdivisions of the Property, provided that Grantee approves such adjustments, is made party to any deed creating a boundary line adjustment, and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee.

In the event that a permitted division of the Property requires a road or street dedication, such dedication shall not be considered a separate conveyance of a portion of the Property or a division or subdivision of the Property and construction of such road or street is permitted.

2. **BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.** No buildings, structures, roads or utilities, other than the following, are permitted on the Property:
 - (i) three single-family dwellings or dwelling units such as barn or garage apartments, which shall not exceed an aggregate of 10,000 square feet of above-ground enclosed living area. Such dwellings shall not individually exceed 3,500

square feet of above-ground enclosed living area without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed dwelling(s) on the scenic and other conservation values of the Property. The dwelling currently existing on the Property shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area. Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property. In the event of division of the Property as provided in Section 1, Paragraph 1, permitted dwellings shall be allocated among the parcels in the instrument creating the division or other recorded instrument.

(ii) non-residential outbuildings and structures commonly and appropriately incidental to dwellings permitted in subsection (i) of this paragraph, and sized appropriately to serve as amenities to single-family residential use, provided that the aggregate footprint of such non-residential outbuildings and structures for each permitted dwelling shall not exceed 2,500 square feet in ground area unless prior written approval shall have been obtained from Grantee that a larger footprint is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area.

(iii) farm buildings or structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section 2 Paragraph 3(i or ii); and

Grantor shall have the right to construct new dwellings, buildings and structures permitted in this Section II Paragraph 2 and to repair, maintain, renovate and replace all new and existing permitted dwellings, buildings and structures on the Property, within the limitations set forth in this Easement.

(iv) Private roads to serve permitted buildings or structures only, private roads to parcels created by permitted divisions of the Property and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained; and

(v) Public or private utilities to serve permitted buildings or structures only and public or private utilities to serve parcels created by permitted divisions of the Property may be constructed and maintained. Public or private utilities that do not serve the Property shall not cross the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the conservation values of the Property and gives its prior written approval for such

construction and maintenance, which approval shall take into consideration the visibility and other impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve such public or private utilities.

To protect the scenic values of the Property, no new dwelling or other building shall be constructed within 500 feet of State Route 683 as measured from the center line of the road.

To protect historic resources on the Property, the existing historic house may be repaired, renovated, enlarged or replaced in the event of casualty thereto, but it shall not be willfully destroyed without prior written approval of Grantee.

The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 1% of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in subsections (i) through (iii) above and all other impervious surfaces, excluding roads. In the event of division of the Property, the collective footprint of all structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed 1% of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

- 3. INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities are prohibited with the exception of the following:
- (i) agriculture (including livestock production), equine activities and forestry;
 - (ii) small-scale incidental commercial or industrial operations related to activities set forth in (i) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;
 - (iii) processing and sale of products produced on the Property as long as no additional buildings are required;
 - (iv) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values of the Property herein protected; and
 - (v) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

Temporary outdoor activities involving 100 or more people shall not exceed 7 consecutive days in any 90-day period without prior written approval of Grantee.

Nothing in this paragraph shall prevent Grantor from developing ecosystem functions on the Property including, but not limited to, stream bank restoration, biodiversity mitigation, carbon sequestration and wetland mitigation (other than creation of wetlands from historically upland property, such as hillsides or sites

with no more than one of the following: current or historical evidence of hydric soils, hydrophytic vegetation, or wetland hydrology), provided that such developments are not in conflict or inconsistent with the conservation purpose of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities for compliance with permit(s) therefor, and Grantee has no obligation to enforce said permits.

4. **MANAGEMENT OF FOREST.** Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 30 days before beginning any material timber harvest, which approval shall be limited to determination of whether or not the pre-harvest plan is in compliance with the Forest Stewardship Management Plan and is consistent with the purpose of this Easement. The objectives of the Forest Stewardship Management Plan shall include, but are not limited to, forest health, biodiversity, timber management, wildlife habitat, water and air quality, historic and cultural resource preservation, or any combination thereof. Without limiting the foregoing requirement regarding submission of pre-harvest plans, Grantee shall be notified 30 days prior to the clearing of over 10 acres of forestland for conversion into grassland, crop land, or in association with the construction of permitted buildings.

Neither a Forest Stewardship Management Plan nor a pre-harvest plan shall be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures, (ii) cutting of trees for trail clearing, (iii) cutting of trees for firewood, or for other domestic uses of Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

5. **RIPARIAN BUFFER.** To protect water quality, riparian buffer strips shall be maintained as follows: a 100-foot buffer strip in which no plowing, cultivation or other earth-disturbing activity is permitted, except as set forth below, shall be maintained along each edge of Bassett's Creek and its unnamed perennial tributary as measured from the tops of the banks. Mowing within the buffer strip is permitted. Grazing of livestock is permitted in the buffer strip.

Within this buffer strip there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing a human health or safety hazard, and (d) no plowing, cultivation or other earth-disturbing activity,

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except as may be reasonably necessary for (1) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (2) fencing along or within the buffer area, (3) construction and maintenance of stream crossings that minimize obstruction of water flow, (4) creation and maintenance of foot or horse trails with unimproved surfaces, and (5) dam construction to create ponds.

Should Bassett's Creek or its unnamed perennial tributary meander or change course naturally, the riparian buffer shall remain the same width, but move relative to the movement of the watercourse. In such event any buildings or structures that were outside of the original buffer strip and are determined to be within the new buffer strip shall not be considered in violation of these restrictions and may be maintained at such locations.

6. **GRADING, BLASTING, AND MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) wetlands or stream bank restoration pursuant to a government permit, (iii) erosion and sediment control pursuant to an erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited.
7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.
8. **SIGNS.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed. No signs visible from outside the Property shall exceed nine square feet in size.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. **ENFORCEMENT.** Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right (i) to require restoration of the Property to its condition at the time of the donation or, in Grantee's discretion, to require restoration of the Property to its condition prior to the violation, provided that such prior condition was in compliance with the Restrictions and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; and (iii) to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent or mitigate such damage to or changes in the condition of the Property from such causes.

SECTION IV – DOCUMENTATION

Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the gift. The Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the Documentation Report contained in the files of Grantee is an accurate representation of the Property.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. Landowner's rights and obligations under this Easement terminate upon proper transfer of Landowner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Grantor retains the exclusive right to such access and use, including, but not limited to, the right to hunt, fish or trap on the Property, subject to the terms hereof.
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record) including, but not limited to, any mortgages not subordinated to this Easement.
4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1801 and is evidenced by the signature of a Deputy Director, by authority granted by Grantee's Board of Trustees.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of

and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.

8. **NOTICE TO GRANTOR AND GRANTEE.** For the purpose of giving notices hereunder the current address of Grantor is 4989 Whitethorne Road, Blacksburg, Virginia 24060, and the current address of Grantee is Capitol Place Building, 1108 E. Main St., Suite 700, Richmond, Virginia 23219.

Grantor agrees to notify Grantee in writing (i) before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property (the purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement); and (ii) at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

9. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

10. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

11. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (ii) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations.
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit loss of open space.
14. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement, such extinguishment can be carried out only by judicial proceedings and only if in compliance with Section 10.1-1704 and IRC Section 170 (h) and applicable Treasury Regulations. In any sale or exchange of the Property subsequent to an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Paragraph 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
15. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land" or (v) affect the status of Grantee as a "qualified organization" or "eligible donee". No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County of Henry, Virginia.
16. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.

17. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
18. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
19. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Henry, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
20. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

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QUINN AND REYNOLDS, LLC

By: Walter Reynolds
WALTER J. REYNOLDS,
Managing Member

COMMONWEALTH OF VIRGINIA,
COUNTY OF MONTGOMERY, TO WIT:

The foregoing instrument was acknowledged before me this 23rd day of
December, 2008 by Walter J. Reynolds, Managing Member of QUINN AND
REYNOLDS, LLC.

SUZETTE T. FARISS
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #155670
My Commission Expires 3/31/09
(SEAL)

Suzette Harris
Notary Public

My commission expires: 3/31/09
Registration No. 155670

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: Tamara A Vance

COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF MONTGOMERY, TO WIT:

The foregoing instrument was acknowledged before me this 29th day of December, 2008 by Tamara A Vance, a Deputy Director of the Virginia Outdoors Foundation.

Imanul

Notary Public

(SEAL)



My commission expires: 31st August 2011
Registration No. 7144970

SCHEDULE A

Legal Description:

ALL those certain tracts or parcels of land with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Horsepasture Magisterial District of Henry County, Virginia, more particularly described as follows:

PARCEL ONE

BEING all of that certain tract or parcel of land supposed to contain Fifty-Six (56) acres, more or less, and being Lot Number Four (4), as shown on a plat of survey entitled "Plat Showing Partition Of Woodson Bassett Lands Henry County, Virginia," dated March 2, 1918, prepared by W. W. Kellogg, Surveyor, which plat is of record in the Clerk's Office of the Circuit Court for Henry County, Virginia, in Map Book 35, Page 27.

LESS and EXCEPT that portion as more particularly described in a Boundary Line Agreement, dated March 3, 1999 and recorded in Deed Book 825, Page 678 in the aforesaid Clerk's Office.

LESS and EXCEPT that portion for the widening of Schoolfield Road as shown on a plat of survey entitled "Schoolfield Road Situated In The Horsepasture District Henry County, Virginia," dated March 31, 1992, revised

*April 15, 1992, prepared by J. A. Gustin,
Land Surveyor, of J. A. Gustin &
Associates, and of record in the
aforesaid Clerk's Office in Map Book 85,
Pages 447 and 448.*

Parcel ID. No.: 185340002

Tax Map No.: 39.9(000)000/276

PARCEL TWO

BEING all of Parcel B, containing 38.72 acres, more or less, as shown and described on a plat of survey entitled "Plat Of Survey For Walter J. Reynolds & Verna W. Reynolds And Mary R. Quinn & Robert C. Quinn..." dated August 1, 1995, prepared by Marvin E. Scarce, C.L.S., which plat is of record in the aforesaid Clerk's Office in Map Book 88, Page 192.

Parcel ID. No.: 011450005

Tax Map No.: 49.3(000)000/304A

PARCEL THREE

BEING all of that certain tract or parcel of land supposed to contain Eight (8) acres, more or less, (originally part of Lot Number 2) lying and being north of the old D & W Railway right-of-way and adjoining a Sixteen (16) acre tract on the north, all as shown on a plat of survey entitled "Plat Showing Partition Of Woodson Bassett Lands Henry County, Virginia," dated March 2, 1918, prepared by W. W. Kellogg, Surveyor, which plat is of record in the Clerk's Office of the Circuit Court for Henry

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County, Virginia, in Map Book 35, Page 27.

LESS and EXCEPT that portion as more particularly described in a Boundary Line Agreement, dated March 3, 1999 and recorded in Deed Book 825, Page 678 in the aforesaid Clerk's Office.

Part of Parcel ID. No.: 185340003
Tax Map No.: 39.9(000)000/277

PARCEL FOUR

BEING all of that certain tract or parcel of land supposed to contain Sixteen (16) acres, more or less, (originally part of the 58 acre tract belonging to Mrs. Ada White) and adjoining Lot Number One (1), as shown and described on a plat of survey entitled "Plat Showing Partition of Woodson Bassett Lands Henry County, Virginia," dated March 2, 1918, prepared by W. W. Kellogg, Surveyor, which plat is of record in the aforesaid Clerk's Office in Map Book 35, Page 27.

LESS and EXCEPT that portion as more particularly described in a Boundary Line Adjustment Agreement, dated March 3, 1999, and recorded in Deed Book 825, Page 678 in the aforesaid Clerk's Office.

Part of Parcel ID. No.: 185340003
Tax Map No.: 39.9(000)000/277

PARCEL FIVE

BEING all of Lot Number One (1), containing 35 2/10 acres, more or less, as shown and described on a plat of survey entitled "Plat Showing Partition Of Woodson Bassett Lands Henry County, Virginia," dated March 2, 1918, prepared by W. W. Kellogg, Surveyor, which plat is of record in the aforesaid Clerk's Office in Map Book 35, Page 27, and also being that certain portion more particularly described in a Boundary Line Adjustment Agreement, dated August 18, 1960, and recorded in Deed Book 163, Page 120, and as shown

on a plat of survey entitled "Map Showing Revised Boundary Line Between Reuben S. & Alice B. Reynolds And O. H. Gregory...", dated August 10, 1960, prepared by J. A. Gustin & Associates, which plat is of record in the aforesaid Clerk's Office in Map Book 16, Page 104.

LESS and EXCEPT that portion more particularly described in a Boundary Line Adjustment Agreement, dated August 18, 1960, and recorded in Deed Book 163, Page 120 and as shown on a plat of survey entitled "Map Showing Revised Boundary Line Between Reuben S. & Alice B. Reynolds And O. H. Gregory...", dated August 10, 1960, prepared by J. A. Gustin & Associates, which plat is of record in the aforesaid Clerk's Office in Map Book 16, Page 104.

LESS and EXCEPT that portion more particularly described in a Boundary Line Adjustment Agreement, dated March 3, 1999, and recorded in Deed Book 825, Page 678 in the aforesaid Clerk's Office.

*Part of Parcel ID. No.: 185340003
Tax Map No.: 39.9(000)000/277*

PARCEL SIX

BEING all of Lot Number Three (3), containing 50 acres, more or less, as shown and described on a plat of survey entitled "Plat Showing Partition of Woodson Bassett Lands Henry County, Virginia," dated March 2, 1918, prepared by W. W. Kellogg, Surveyor, which plat is of record in the aforesaid Clerk's Office in Map Book 35, Page 27.

LESS and EXCEPT 16.099 acres conveyed to Wilber G. Hutchens and Julia F. Hutchens, husband and wife, by deed dated April 30, 1973 and recorded in the aforesaid Clerk's Office in Deed Book 243, Page 210.

*Parcel ID No.: 185340000
Tax Map No.: 49.3(000)000/303*

PARCEL SEVEN

BEING all of Parcel A, containing 39.77 acres, more or less, as shown and described on a plat of survey entitled "Plat Of Survey For Walter J. Reynolds & Verna W. Reynolds And Mary R. Quinn & Robert C.

Quinn...," dated August 1, 1995, prepared by Marvin
E. Scarce, C.L.S., which plat is of record in the
aforesaid Clerk's Office in Map Book 88, Page 192.

Parcel ID. No.: 011450000

Tax Map No.: 49.3(000)000/304

INSTRUMENT #0000000000
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF HENRY ON
DECEMBER 30, 2008 AT 11:02AM

VICKIE S. HELMSTUTLER, CLERK
RECORDED BY: FRW

DECE 2008 PG0045

