

BOOK 888 PAGE 1203

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

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TAX MAP NO. 38-177

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 (with cost reimbursement to Grantor) (this "Easement"), made this 19th day of ~~October~~ 2016, between PAUL VAN LEWIS, CLAY BAKER LEWIS, LESTER TAYLOR LEWIS (unmarried), JOHN LEE LEWIS (unmarried), AND LISA L. HUDNALL (one and the same as Linda Lewis Hudnall), together "Grantor"; the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); BETSY T. LEWIS, wife of Paul Van Lewis, LINDA A. LEWIS, wife of Clay Baker Lewis, and JOE HUDNALL, husband of Lisa L. Hudnall (together "Additional Grantors"), witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Westmoreland County, Virginia, containing in the aggregate 426.150 acres as further described below (the "Property"), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 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 provisions of any subsequent federal tax laws and regulations) (the "IRC") and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

Deed Of Easement

R-3 Chapter 461 of the Acts of 1966 provides in part "that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve 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. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act").

R-4 Pursuant to the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) 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 agricultural, forestal, or open-space use, all as more particularly set forth below.

R-5 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.

R-6 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 Westmoreland Comprehensive Plan adopted on December 13, 2010, and the Property is located within an area that is designated as Conservation/Rural Lands on the county's future land use map.

R-7 This Easement is intended to constitute in part (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) and 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).

R-8 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.

R-9 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that 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. Treasury Regulation Section 1.170A-14(d)(4)(iii)(B) states that such review and acceptance of a conservation easement by a governmental entity tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii);

f. Governor McAuliffe's goal to identify, conserve, and protect at least 1,000 Virginia Treasures by the end of his term. Virginia Treasures include "Virginia's most important ecological, cultural, scenic and recreational assets as well as its special lands." (dcr.virginia.gov/Virginia-treasures)

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

a. its comprehensive plan adopted on 13 December 2010 (the "Plan"), to which Plan the restrictions set forth in this Easement conform and which contains the following:

1. Conservation (pg. 86): The goal is for the natural and wooded character of the county to endure. The County must promote historic, scenic and conservation easements as a means to preserve properties for public enjoyment and other conservation purposes without giving up ownership. The County must work closely with the Parks & Recreations Department to coordinate any easements created for greenways, historic sites, water-access areas, or similar uses. The County must require wooded buffers of 100 feet or more adjacent to roadways, Resource Protection Areas (RPAs), and residential subdivisions, except for properties dedicated to timber harvesting and reforestation

2. Development-General (pg. 88): The goal is to limit the nonagricultural uses of agricultural land, in order to preserve the rural nature of the county.

3. Planning (pg. 90): The goal is to balance growth between residential and non-residential areas by discouraging development on lands currently designated agricultural and forestal and on sensitive areas such as steep slopes, wetlands, tributaries and impoundments, greenways, wildlife habitat, and historical and archeological sites.
4. Natural Resources Protection (pgs. 93-94) The County has three goals in conserving natural resources:
- a. Agricultural, fishing, and forestry practices consistent with environmental standards. Action: Encourage the use of Best Management Practices.
 - b. A county that works with landowners and the public on conservation issues. Action: Consider a Green Infrastructure Plan. Develop specific recommendations for voluntary and regulatory means to protect open spaces, agricultural lands, forest lands, waterfront lands, scenic vistas, and wildlife habitats. Encourage conservation easements and the use of land trusts to facilitate open space preservation. Educate the public about voluntary techniques to conserve sensitive environmental lands, wildlife habitats, and agricultural, forestal, and other open-space lands. Support the continued development of valuable forestry resources and encourage reforestation for sustainable forestry in the county. Support environmental education programs in the school system and through the Parks and Recreation Department. Encourage the use of voluntary techniques, such as the creation of conservation easements, agricultural and forestal districts, land trusts, and open space residential developments. Develop an assistance, information, and education policy to coordinate and administer voluntary preservation efforts, investigate additional techniques and incentives, and promote landowner participation. Encourage close cooperation between landowners and the Department of Forestry.
 - c. A county that maintains its rural character. Action: Continue to develop and enforce zoning regulations and ordinances that ensure conservation of agricultural land. Encourage conservation easements of environmentally sensitive lands when other protection measures are not effective. Protect existing agricultural operations through techniques such as notification to new property owners of allowed uses and practices and the need to maintain adequate buffers in new developments to avoid potentially adverse impacts from existing operations
5. Stormwater & Erosion Control (pg 95). Goal: Continued efforts to protect the Chesapeake Bay. Action: Encourage stormwater run-off to be less than pre-development rates on each developed site, Require stormwater management features of every new development, Require wooded buffers of 100 feet or more adjacent to Resource Protection Areas (RPAs), and residential subdivisions, except for properties dedicated to timber harvesting and reforestation.
6. Designation of all land within the county as Chesapeake Bay Preservation Areas. (pg. 60). Specifically, a portion of the Property is recognized as a

Resource Protection Area that provides, among other conservation benefits, a buffer to filter run-off from developed land and provides natural stabilization of soils from erosion, and a portion of the Property is recognized as a Resource Management Area that preserves water quality, undisturbed land and indigenous vegetation and controls development;

b. Division 2 of Article II of the County Code of Ordinances (§§ 46-61 *et seq.*), which provides for use value assessment of real estate devoted to agricultural, forestal, horticultural or open-space uses, the Property having been approved for use value assessment by the County;

R-10 The Property contains 320 acres of United States Department of Agriculture-designated prime farmland soils. Prime farmland is of major importance in meeting the nation's short- and long-range needs for food and fiber; the Department of Agriculture recognizes that responsible levels of government, as well as individuals, should encourage and facilitate the wise use of our nation's prime farmland, and the preservation of this land hereunder will provide farmland for future use.

R-11 The Property is composed primarily of pastureland and farmland, and the protection of the property under easement helps preserve the local rural landscape; and the natural resource, wildlife habitat, and the open-space attributes of the Property.

R-12 The Property lies within one-half mile of other lands under open-space easement deeded to Grantee, and protection of the Property by the restrictions set forth herein contributes to the open-space values of such other lands under easement and the continuity of natural habitat on all properties under easement.

R-13 The Property surrounds the gravesite of Richard Henry Lee, a signer of the Declaration of Independence, and a President of the Continental Congress, as well as other Lee Family members, and protection of the Property from development will help preserve the setting of the graveyard which is open to the public.

R-14 The Property contains shoreline and wetlands on Lee Creek, and Mount Pleasant Branch, tributaries of Machodoc Creek and the Potomac River and the Chesapeake Bay. The protection of the Property from development will help preserve the water quality of the Chesapeake Bay by reducing sources of non-point source pollution.

R-15 The Property lies within the Chesapeake Bay watershed, and protection of the rivers and streams in the bay watershed will help implement the goals of Federal Executive Order 13508 (May 19, 2009), which include "restore clean water, recover habitat, sustain fish and wildlife, conserve land and increase public access in the Bay watershed by 2025".

R-16 The preservation of the Property in a relatively undeveloped state by the restrictions set forth herein contributes to the "Goals and Outcomes" of the 2014 "Chesapeake Bay Watershed Agreement," entered into by the Commonwealth of Virginia, six other states, the District of Columbia, the Chesapeake Bay Commission, and seven federal agencies. The agreement's Land Conservation Goal states in part: "By 2025, protect an additional two million acres of land

throughout the watershed . . . and reduce the rate of conversion of agricultural lands, forests, and wetlands as well as the rate of changing landscapes from more natural lands that soak up pollutants to those that are paved-over, hardscaped, or otherwise impervious."

R- 17 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$15,000.00 to Grantor as a person conveying an open-space easement on agricultural, forestal, or other open-space land for costs associated with the conveyance of this Easement to Grantee.

R-18 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-19 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.

R-20 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 this Easement.

R-21 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 for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 426.150 acres located in Westmoreland County, Virginia, near Hague, fronting on Coles Point Road, to-wit:

All of that certain lot or parcel of land situated and being in Cople Magisterial District, Westmoreland County, Virginia containing four hundred and twenty seven and three fourths acres (427.75), more or less, but conveyed in gross and not by the acre, and being the same property which was conveyed to Charles Y., Griffith, W. Tayloe Murphy, and W. B. Rains by Gramyrtra Farms, Incorporated, by deed dated February 17, 1951, and of record in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia in Deed Book 119 at page 21, the said W. B. Rains and Emma G. Rains, his wife, having conveyed his one-third (1/3) undivided interest in and to the said property to Lloyd Tayloe Griffith by deed dated February 24, 1958, and of record in the aforesaid Clerk's Office in Deed Book 160 at page 29, to which said deeds and the references therein contained, reference is here made for a complete and accurate description of the property herein conveyed; LESS AND EXCEPT 1.60 acres, more or less, conveyed to the Commonwealth of Virginia, by deed from C. Y. Griffith, *et ux, et als* dated May 14, 1959 and recorded in the aforesaid Clerk's Office in Deed Book 167, at page 124. Reference is made to a plat of

survey entitled "Plat of part of Mt. Pleasant Farms situated on Coles Pt. Road in Westmoreland Co., VA", made by W.W. LaPrade & Bros., Civil Engineers & Surveyors and by T. Crawford Redd & Bro., Engineers & Surveyors, dated September 20, 1941 and inspected and rechecked July 3, 1945 and recorded in the aforesaid Clerk's Office in Deed Book 102, page 563 ½ for a description of the Property prior to the aforesaid off conveyance of 1.60 acres, more or less. AND BEING the same and identical real property conveyed to Betty Baker Lewis, widow (as 427 ¼ acres) by Joseph E. Spruill, Jr., Trustee, by Deed of Confirmation dated 22 July, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 510 at page 701.

Betty Baker Lewis, widow, conveyed a seven and two-tenths percent (7.2%) undivided interest to each of the aforesaid Grantors by Deed of Gift dated December 23, 2006 of record in the aforesaid Clerk's Office in Deed Book 748 at page 744; the said Betty Baker Lewis, widow, further conveyed a seven and two-tenths (7.2%) undivided interest to each of the Grantors by Deed of Gift dated January 6, 2007 of record in the aforesaid Clerk's Office in Deed Book 752 at page 850. The said Betty Baker Lewis died intestate on April 13, 2012 leaving her remaining interest in the above described property to the aforesaid Grantors who were her sole heirs at law, as evidenced by an affidavit filed in the aforesaid Clerk's Office in Deed Book 846 at page 0165. The aforesaid Grantor Lisa L. Hudnall was erroneously referred to as Linda Lewis Hudnall, who is in fact, one and the same as Linda L. Hudnall.

By deed dated October 14, 1927 Elizabeth Crabbe conveyed to Blair Lee and W. Winder Laird, as Trustees for the Society of the Lees of Virginia a parcel of land fifty (50) feet square (containing 2500 square feet) said deed being recorded in the aforesaid Clerk's Office in Deed Book 86, page 34. By deed dated September 13, 1945 W. T. Smithdeal, *et ux*, and recorded in the aforesaid Clerk's Office in Deed Book 102, page 560, described the right of way leading to the aforesaid 2500 square foot parcel of land.

This conveyance is made subject to that certain easement of right of way which was granted to the Trustees for the Society of Lees of Virginia, which said easement is of record in the aforesaid Clerk's Office in Deed Book 102 at page 560. Reference is made to a certain deed October 14, 1927 from Elizabeth T. Crabbe to Blair Lee and W. Winder Laird, Trustees for the Society of Lees of Virginia. For a more precise description of the "Lee Grave yard in Burnt House Field, Mount Pleasant, Westmoreland Co., Virginia" reference is here made for a more complete description in Deed Book 86 at page 34.

The Property is shown as Tax Map No. 38-177 among the land records of the County of Westmoreland, Virginia. **Even if the Property may have been acquired previously as separate parcels, 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 - PURPOSES

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 Baseline Documentation Report described in Section IV below and include the Property's open-space values and its value as land preserved for rural uses such as forestry and agriculture (including livestock production).

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is preservation of land for agricultural use, forestal use, and watershed preservation.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property which are: (i) inconsistent with the conservation purposes of the donation; or (ii) consistent with the conservation purposes of the donation, but are destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the conservation interests that are subject of the donation.

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.

(i) **The Property shall not be divided into, or separately conveyed as, more than four parcels (three divisions permitted). For purposes of this Easement, division of the Property includes but is not limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.**

(ii) Grantor shall give Grantee written notice prior to making a division of the Property. In the event of a division and conveyance of a portion of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted divisions of the remainder of the Property not so conveyed, except to the extent any permitted divisions are allocated by that grantor in the instrument creating the division or other recorded instrument.

(iii) The acquisition of a *de minimis* portion of the Property adjacent to State Route 612 for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values.

Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route 612 in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

(iv) 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 of the Property.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property:

(a) **Dwellings and non-residential outbuildings and structures.** Four dwelling units, such as detached or attached dwellings, barn or garage apartments, or cabins, each of which may be used by one or more persons or families.

(1) The four dwelling units shall not exceed an aggregate of 18,000 square feet of above-ground enclosed living area

(2) Non-residential outbuildings and structures commonly and appropriately incidental to such dwellings sized appropriately to serve as amenities to residential use are permitted.

(3) Such dwellings shall not individually exceed 4,500 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 dwellings on the conservation values of the Property.

(4) Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of a dwelling on the Property.

(5) In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights and the rights under Section II, Paragraph 2(iii) below unless such rights are allocated among the parcels in the instrument creating the division or other recorded instrument. If permitted dwelling rights and/or rights under Section II, Paragraph 2(iii) below are allocated among the parcels, the square footage of above-ground enclosed living area should also be so allocated; and

(b) **Farm buildings or structures.** 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 building

or structure on the conservation values of the Property. For purposes of this paragraph (b), a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II, Paragraph 3(i)(a) below; and

(c) Buildings for the processing and sale of farm or forest products or certain animal-related uses. Buildings for the processing and sale of farm or forest products produced or partially produced on the Property not exceeding 4,500 square feet of enclosed area in the aggregate and not individually exceeding 2,500 square feet of enclosed area. For purposes of this paragraph (c), a building for the processing and sale of farm or forest products shall mean a building originally constructed and used for the activities specified in Section II, Paragraph 3(i)(b) below. In addition, subject to the written approval of Grantee, kennels, wildlife rehabilitation centers, veterinary clinics or buildings used for similar enterprises (with the square footage limitations set forth above) may be constructed; approval shall be contingent upon Grantee's determination that the construction of such buildings is consistent with the conservation purposes of this Easement and protective of the conservation values identified herein and that the buildings are located at sites on the Property not adversely impacting such conservation values : In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted rights to buildings for the processing and sale of farm or forest products unless the right to construct such building or buildings is allocated among the parcels in the instrument creating the division or other recorded instrument.; and

(d) Roads.

(1) Private roads to serve permitted buildings or structures; private roads and access easements to parcels created by permitted divisions of the Property; and roads with permeable surfaces for permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over same to serve adjacent properties, provided that such roads or driveways have the written approval of Grantee, which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property.

(3) Public roads required to be constructed in conjunction with permitted divisions of the Property, provided that Grantee determines that the construction and maintenance of such public roads will not impair the conservation values of the Property and gives prior written approval of such construction. Dedication of required roads for such divisions shall not be considered (an additional division/additional divisions) of the Property; and

(e) Utilities. Public or private utilities to serve permitted buildings, structures, or activities on the Property and public or private utilities to serve parcels created by permitted divisions of the Property. Public or private utilities to be constructed in

whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will cause no more than minimal impairment of the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate right to approve such public or private utilities; and

(f) **Alternative energy structures.** Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, and scaled to provide electrical energy or pump water for permitted dwellings, other buildings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment, including, but not limited to, solar panels, wind turbines, and micro-hydro installations; and

(g) **Small-scale miscellaneous buildings or structures.** Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, boardwalks, and structures for crossing streams or wetlands or portions of docks or piers (all subject to the limitations set forth in Section II, Paragraph 5(ii) below); and

(h) **Signs.** Signs (but not billboards or other signs larger than 32 square feet in area).

(ii) Grantor shall have the right to construct any dwellings, other buildings, structures, roads, and utilities permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted dwellings, other buildings, structures, roads, and utilities on the Property, within the limitations set forth in this Easement.

(iii) All or a portion of the allowable square footage for dwellings set forth in Section II, Paragraph 2(i)(a) above may be allocated to any number of buildings to be used for natural resource-based educational, scientific, or recreational purposes, provided that Grantee determines that the conversion of dwellings or the construction of new buildings for such purposes is consistent with the conservation purposes of this Easement, will not impair the conservation values protected herein, and gives prior written approval of such conversion or construction.

(iv) The collective footprint of all buildings and structures on the Property, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks, 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 Section II, Paragraph 2(i)(a) through (c), (f), and (g) and Section II, Paragraph 2(iii) above and all other impervious surfaces, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks. In the event of division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads and driveways, shall not exceed one (1%) percent of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.

(i) Industrial or commercial activities on the Property are limited to the following:

(a) agriculture (including livestock production), equine activities, or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property and approved animal-related uses in buildings permitted in Section II, Paragraph 2(i)(c) above;

(c) small-scale incidental commercial or industrial operations compatible with activities set forth in (a) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(d) activities, other than those already permitted in (a) above, that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance, provided that such activities to be conducted in buildings exceeding 10,000 square feet in ground area are subject to the written approval of Grantee, which approval shall take into consideration the impact of the activities and any proposed associated infrastructure improvements on the conservation values of the Property;

(e) the sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment as provided in Section II, Paragraph 2(i)(f) above;

(f) activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, nutrient bank creation, biological carbon sequestration and biodiversity mitigation, provided that such activities 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 and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom;

(g) outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected; and

(h) natural resource-based educational, scientific, or recreational activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein.

(ii) Notwithstanding any other provision of this Easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than 14 days before the proposed date of a material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the terms of this Easement. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

The following activities do not constitute material timber harvesting or land clearing and do not require the use of BMPs or a pre-harvest plan: the cutting, clearing, or removal of trees on less than 10 acres of the Property at any one time (i) for the construction or maintenance of permitted roads, trails, utilities, buildings, structures, or ponds, (ii) for firewood for Grantor's domestic use, (iii) which are invasive species, (iv) which pose a threat to the health or safety of persons, property, or livestock, (v) which are dead, diseased, or dying, or (vi) for other permitted activities on the Property, except timber harvesting or land clearing.

5. **RIPARIAN PROTECTION ZONES.**

To protect water quality and natural habitat, riparian protection zones (RPZs) shall be maintained on the Property:

Such zones are made up of wetlands contiguous to Lee Creek and Mount Pleasant Branch and a 100-foot buffer extending in a landward direction from the edges of the wetlands. Livestock shall be excluded from the RPZ.

(i) Within the RPZs there shall be:

- (a) no buildings or other substantial structures constructed;
- (b) no new paved roads or paving of existing roads without Grantee's approval;
- (c) no storage of manure, fertilizers, chemicals, machinery or equipment;
- (d) no removal of trees, except

- (1) removal of invasive species,
- (2) removal of dead or diseased trees,
- (3) removal of trees posing a threat to human or livestock health or safety,
- (4) minimal removal of trees for the purpose of maintaining existing roads,
- (5) minimal removal of trees for creation of small wildlife plots, and
- (6) minimal removal of trees for construction and maintenance of new permitted roads, stream crossings, dams, and any other structures permitted in subparagraph (ii) below; and

(e) no plowing, cultivation, filling, dumping, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

(ii) Permitted within the RPZs are:

- (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above;
- (b) fencing along or within the RPZs;
- (c) construction and maintenance of stream crossings (including improvements over the RPZs to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow;
- (d) creation and maintenance of trails and roads without hard surfaces, and maintenance of existing and new permitted trails and roads;
- (e) creation and maintenance of natural habitat and small wildlife plots;
- (f) planting of trees, shrubs, grasses, or other vegetation; and
- (g) clearing, grading and dam construction to create ponds (but not storm water retention or detention ponds to serve other properties),
- (h) construction and maintenance of portions of shoreline stabilization structures, and/or portions of piers or docks for recreational or aquaculture purposes with access thereto.

6. GRADING, BLASTING, FILLING AND MINING.

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for clearing, grading, and dam construction to create and maintain ponds (but not storm water retention or detention ponds to serve other properties), (b) for restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(f) above, (c) for erosion and sediment control pursuant to an erosion and sediment control plan, or (d) as required in the construction of permitted buildings, structures, roads, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, or utilities that require Grantee's approval in Section II. Paragraph 2(i) above, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (d) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration of the topography. Surface mining on the Property and subsurface mining from the surface of the Property are prohibited. Dredging on or from the Property is prohibited, except for maintenance of any ponds on the Property.

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, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the conveyance or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; (iii) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (iv) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (v) to enjoin non-compliance by temporary or permanent injunction; and (vi) to pursue any other appropriate remedy in equity or law. 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, expert-witness 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 defense 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. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the conveyance. The Baseline 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. The parties hereby acknowledge that the Baseline Documentation Report contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation 1.170A-14(g)(5)(i).

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. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner'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. Subject to the terms hereof, 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.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (a) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant and convey this Easement, (c) 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 leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, and (d) no consent of any third party is required for Grantor to enter into this Easement.
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney 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 proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered 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.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding, (including the common law rule that covenants restricting the free use of land are disfavored and must be strictly construed), 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 in part as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 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 in part 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. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 316 Bancton Road, Kinsale, Virginia, 22488.

Grantor shall notify Grantee in writing 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.

In addition, Grantor agrees to notify Grantee in writing 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.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

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 Treasury Regulation 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 conveyance of this Easement, 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, except for a payment to Grantor for appraisal, legal and baseline document report preparation fees assisting in the placement of the Property under easement from the Open-Space Lands Preservation Trust Fund pursuant to Section 10.1-1801.1 of the Code of Virginia.
10. **NO 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.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but 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, (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations, and (iii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance 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 conveyance 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.** Should an attempt be made to extinguish this Easement in whole or in part, such extinguishment shall be carried out by judicial proceedings in compliance with IRC Section 170(h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from such 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 Section V, 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, excluding from such calculation, however, any increase in the value of the Property attributable to improvements constructed on the Property subsequent to the recordation of this Easement. 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 by an amended deed of easement, 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 in part as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia.
16. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.
17. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
18. **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.
19. **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.
20. **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.
21. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**

This Easement cites various federal and state statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.

22. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Westmoreland, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
23. **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.

Betsy T. Lewis (wife of Paul Van Lewis), Linda A. Lewis (wife of Clay Baker Lewis), and Joe Hudnall (husband of Lisa L. Hudnall), Additional Grantor, join in the execution of this Easement to evidence consent to the gift of easement herein made and its exclusion from the augmented estate of Grantor pursuant to Virginia Code §64.2-305 as now written or hereafter amended.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 6 of deed of open-space easement]

Paul Van Lewis
Paul Van Lewis, Grantor

Betsy T Lewis
Betsy T. Lewis, wife of Paul Van Lewis

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Northumberland, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of October, 2016 by **Paul Van Lewis**.

Shirley Hayman
Notary Public

My commission expires: 12/31/2017
Registration No.: 310393

(SEAL)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Northumberland, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of October, 2016 by **Betsy T. Lewis**, wife of Paul Van Lewis.

Shirley Hayman
Notary Public

My commission expires: 12/31/2017
Registration No. 310393

(SEAL)

[Counterpart signature page 2 of 6 of deed of open-space easement]

Clay Baker Lewis
Clay Baker Lewis, Grantor

Linda A. Lewis
Linda A. Lewis, wife of Clay Baker Lewis

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Northumberland TO WIT:

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Clay Baker Lewis.

Shirley Hayden
Notary Public

(SEAL)

My commission expires: December 31, 2017
Registration No.: 310397

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Northumberland TO WIT:

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Linda A. Lewis, wife of Clay Baker Lewis.

Shirley Hayden
Notary Public

(SEAL)

My commission expires: December 31, 2017
Registration No.: 310397

[counterpart signature page 3 of 6 of deed of open-space easement]

John Lee Lewis
John Lee Lewis, Grantor

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Northumberland, TO WIT:

The foregoing instrument was acknowledged before me this 19th day of October, 2016
by John Lee Lewis.

Shirley Hassan
Notary Public

My Commission expires: 12/31/2017
Registration No.: 310393

(SEAL)

[counterpart signature page 4 of 6 of deed of open-space easement]

Lisa L. Hudnall

Lisa L. Hudnall, Grantor

Joe Hudnall

Joe Hudnall, husband of Lisa L. Hudnall

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Northumberland TO WIT:

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by **Lisa L. Hudnall**.

Shirley Kayson

Notary Public

(SEAL)

My Commission expires: 12/31/2017
Registration No.: 310 393

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Northumberland, TO WIT:

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by **Joe Hudnall**, husband of Lisa L. Hudnall

Shirley Kayson

Notary Public

My Commission expires: 12/31/2017
Registration No.: 310 393

[counterpart signature page 5 of 6 of deed of gift of open-space easement]

Lester Taylor Lewis
Lester Taylor Lewis, Grantor

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Northumberland, TO WIT:

The foregoing instrument was acknowledged before me this 20th day of October,
2016 by Lester Taylor Lewis.

Shirley Hayain
Notary Public

My Commission expires: Dec. 31 2017
Registration No.: 310393



[counterpart signature page 6 of 6 of deed of gift of open-space easement]

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 26th day of October, 2016 by Tamara A. Vance, a Deputy Director of the Virginia Outdoors Foundation.

Cindy L. Montgomery
Notary Public



My commission expires: 06/30/2020
Registration No. 7691806

RECORDED BY: [illegible]
INDEXED BY: [illegible]
DATE: [illegible]
FURNISHED BY: [illegible]



OFFICIAL RECEIPT
COUNTY OF WESTMORELAND CIRCUIT COURT
DEED RECEIPT

DATE: 10/27/16 TIME: 14:20:03 ACCOUNT: 193CLR160002683 RECEIPT: 16000006999
CASHIER: JPH REG: WZ10 TYPE: DE PAYMENT: FULL PAYMENT
INSTRUMENT : 160002683 BOOK: 888 PAGE: 1293 RECORDED: 10/27/16 AT 14:20
GRANTOR: LEWIS, PAUL VAN, LEWIS, CLAY BAKER, ETALS EX: N LOC: CO
GRANTEE: VIRGINIA OUTDOORS FOUNDATION EX: Y PCT: 100%
AND ADDRESS : P.O. BOX 909 TAPPAHANNOCK, VA. 22560
RECEIVED OF : VIRGINIA OUTDOORS FOUNDATION DATE OF DEED: 10/19/16
: \$.00
DESCRIPTION 1: COPLD DIST 427.75 ACRES MORE OR LESS PAGES: 26 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: 38-177
PIN:
301 DEEDS .00
TENDERED : .00
AMOUNT PAID: .00
CHANGE AMT : .00

CLERK OF COURT: GWYNNE J. CHATHAM

PAYOR'S COPY
RECEIPT COPY 1 OF 3