

DEED FROM THE NATURE CONSERVANCY TO _____
KERR/WYATT TRACTS (+/- 1,324.39 ACRES)

*This document was prepared by:
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The Nature Conservancy
652 Peter Jefferson Place, Suite 190
Charlottesville, Virginia 22911*

Tax Map Parcel: _____

DEED AND CONSERVATION EASEMENT

This DEED AND CONSERVATION EASEMENT is made on this _____ day of _____, 2018, by and between THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, with a local address of 490 Westfield Road, Charlottesville, Virginia 22901 (“Conservancy”), index as grantor and grantee, and _____, with an address of _____ (“Landowner”), index as grantor and grantee.

W I T N E S S E T H:

Conservancy owns those certain tracts or parcels of land containing in the aggregate one thousand three hundred twenty-four and 39/100 (1,324.39) acres, more or less, together with the improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, situated in the Stevensville Magisterial District of King and Queen County, Virginia, referred to herein as the “Property” and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

The Property is a pristine natural habitat of fish, wildlife, plants and ecological communities. The specific conservation values of the Property are set forth in a Conservation Easement Documentation Report (the “Report”) of even date herewith, prepared by Conservancy and signed and acknowledged by Landowner. Conservancy and Landowner have the common desire and purpose to protect the conservation values of the Property described in the Report and wish to create a conservation easement in favor of the Conservancy (this “Conservation Easement”). The Commonwealth of Virginia has authorized the creation of conservation easements pursuant to the Virginia Conservation Easement Act, Virginia Code § 10.1-1009 *et seq.* (the “Act”), and the Conservancy and Landowner wish to avail themselves of the provisions of the Act. The conservation values of the Property are further described below:

A. Conservancy and Landowner have the common purpose of conserving in perpetuity the Property’s conservation values as natural habitat in the public interest.

B. As required under §10.1-1010(E) of the Act, the use of the Property for open space land conforms to the 2006 King and Queen County Comprehensive Plan, as more particularly set forth in this paragraph. The Property is located in King and Queen County and accordingly certain

portions of the Property are subject to the Dragon Run Protection Overlay in King and Queen County's zoning ordinance that limits land uses immediately adjacent to the stream. The future land use designations for this Property are (a) Rural Development Area, which determines future land use as forests, agriculture and rural residential subdivisions, and (b) Dragon Run Swamp Preservation Area, which defaults to and includes provisions set forth by the Chesapeake Bay Preservation Act (Va. Code §§ 10.1-2100 – 10.1-2116).

C. Conservancy is a qualified holder under the Act, to-wit: the Conservancy is a national non-profit corporation exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986, as amended (the "IRC"), organized and existing under the laws of the District of Columbia; Conservancy has had a principal office in Virginia for more than five years; Conservancy is organized and operated primarily for the purposes of protecting natural resources and the natural values of real property, especially the natural habitat of fish, wildlife, and plants. Conservancy has the resources to enforce the restrictions in this Conservation Easement.

D. The conservation values of the Property that this Conservation Easement is intended by the parties to protect include the following:

1. The Nature Conservancy identified the Mattaponi River as a high-priority Aquatic Conservation Area in the Chesapeake Bay Lowlands Ecoregional Plan completed in October, 2001. The Nature Conservancy and its partners in the development of the plan utilized more than 120 sources of environmental data to identify those aquatic and terrestrial conservation sites of excellent condition, sufficient size and viable context.

2. The Nature Conservancy also identified the Dragon Run Forest Conservation Area (which includes portions of the Dragon Run and Mattaponi River watersheds) as a priority forest of high integrity and viability. The Dragon Run Forest Conservation Area contains more than 275,000 acres of forest cover which provides interior nesting, stopover and foraging habitat for neotropical migratory and resident bird populations. The conservation area provides suitable habitat for summer breeding and reproduction. The forests of the conservation area have protected water quality by filtering pollutants and sediment. The high water quality in both the Dragon and Mattaponi aquatic systems is a result of the extensive forests of the conservation area.

3. The Dragon Run aquatic system contains an exemplary tidal and non-tidal Bald Cypress swamp forest community and provides habitat for more than 50 species of fish, more than 90 species of birds and more than 25 state and globally rare plants and animals.

4. The Mattaponi River aquatic system is an exemplary tidal freshwater system which supports increasingly healthy anadromous fish populations. While both culturally and historically important, the annual migratory runs of American shad (*Alosa sapidissima*), hickory shad (*Alosa mediocris*), alewife (*Alosa aestivalis*) and blueback herring (*Alosa pseudoharengus*) provide recreational uses and more importantly, nutrients that support the ecosystem of the Mattaponi River.

5. The Mattaponi River (and the Pamunkey River) from West Point north to Route 360 were identified as an Important Bird Area by the Audubon International. The important bird area designation demonstrates the importance of the forest cover and tidal freshwater system of the Mattaponi River for migratory birds, waterfowl and resident bird species.

6. The Property contains substantially undeveloped land that, by virtue of its size or by virtue of its location adjacent to rivers, streams, or other waterways, serves to protect water quality and/or quantity, hydrological integrity, riparian and/or aquatic habitat.

7. The Property contains wetlands, which are lands with characteristic hydric soils that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and that under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

8. The Property contains riparian vegetated buffers along rivers, streams and wetlands of at least one hundred (100) feet in width, in which natural vegetation is maintained and degradation by livestock is prevented.

9. Protection of the Property provides significant public benefit by contributing to protection of the Chesapeake Bay. The Property contains at least 62.3 acres of wetlands according to the National Wetlands Inventory, and approximately 23,400 feet of frontage on tributaries of Dragon Run and the Mattaponi River. In the Chesapeake 2000 Agreement, the Governor of the Commonwealth of Virginia and the Administrator of the United States Environmental Protection Agency acknowledged “that future development will be sustainable only if we protect our natural and rural resource land, limit impervious surfaces and concentrate new growth in existing population centers.” A goal of the Chesapeake 2000 Agreement is to “expand the use of voluntary and market-based mechanisms such as easements...to protect and preserve natural resource lands.” The Commonwealth of Virginia established the Virginia Water Quality Improvement Fund in part to meet its commitments under the Chesapeake Bay Agreement. §10.1-2124 of the Code of Virginia (1950), as amended (the “Code”). The Fund provides grants for projects including “the acquisition of conservation easements related to the protection of water quality and stream buffers.” The 2006 Annual Report of the Virginia Land Conservation Foundation, dated May 2007, states that meeting Virginia’s land conservation goals under the Chesapeake 2000 Agreement “requires the conservation of 308,451 acres by 2010 or 77,113 acres per year...Continued preservation activity by Virginia’s land trusts and the local governments through PDR programs also will advance progress toward these targets.” (pp. 16).

Fee Interest and Conservation Easement and Concurrent Conveyance

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Landowner to Conservancy, and other good and valuable consideration, the receipt whereof is hereby acknowledged at and before the sealing and delivery of this deed, Conservancy does hereby bargain, sell, grant and convey unto Landowner the Property in fee simple with special warranty of title, subject to easements, restrictions and reservations of record, including without limitation the hereinafter described Conservation Easement reserved and retained in perpetuity by Conservancy.

FURTHERMORE, for and 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 Conservancy, and simultaneously with the hereinabove-described conveyance of the fee simple interest in the Property, Landowner does hereby give, grant and convey to Conservancy the Conservation Easement in gross over, and the right in perpetuity to restrict the use of, the Property of the nature and character as set forth below.

Conservation Easement

1. **PURPOSES.** The purposes of this Conservation Easement are as follows: to ensure that the Property will be retained forever predominantly in its natural and scenic condition; to protect native plants, animals, or plant communities on the Property; and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property described above, while allowing for traditional uses on the Property that are expressly permitted in this Conservation Easement and defined herein.

Landowner will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Landowner to take any action to restore the condition of the Property after any act of God or other event over which Landowner had no control. Landowner understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Landowner and Conservancy have determined that the activities and uses allowed herein do not impair the conservation values of the Property. Additional rights of Landowner are set forth in Paragraph 3 below.

2.1 **Subdivision.**

(a) The Property may be divided, partitioned in kind, subdivided, or conveyed into no more than three (3) parcels (each newly created parcel and the residue of the Property each being a "Parcel"), after which no Parcel may be further divided, subdivided or partitioned in kind. Upon the sale, transfer or conveyance of a Parcel, the following shall apply: (i) each Parcel may be under separate ownership and operated as an independent unit and shall remain subject to all terms of this Conservation Easement, including the terms of this Paragraph 2.1; and (ii) any division or subdivision must conform to applicable federal, state or local laws or regulations and Landowner shall be solely responsible for securing any required governmental approval, and Conservancy makes no representation that any division authorized under this Paragraph will be approved by governing authorities

(b) The Landowner shall provide prior written notice to Conservancy of any division of the Property pursuant to this Paragraph 2.1. As provided above, the Property may be granted, sold, transferred, exchanged, devised, gifted, or otherwise conveyed in title as no more than three (3) Parcels. Except for the divisions expressly permitted pursuant to this Paragraph, to protect the conservation purpose of this Conservation Easement, the legal or de facto division, subdivision, or partitioning in kind of the Property is prohibited, which shall include but shall not be limited to the following: any subdivision, platting, testamentary division, long-term leaseholds or use agreements that effectively create a de facto division of the Property, or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners. Landowner may not indirectly divide any of the Property through the allocation of property rights among partners, shareholders, or members of any legal entity, creation of a horizontal property regime, interval or time-share ownership, partitioning among tenants in common, judicial partition, or by any other means. Notwithstanding the fact that, as of the date of this Conservation Easement, the Property might be comprised of separate legal or tax parcels, the terms and conditions of this Conservation Easement and this Paragraph shall apply to the Property as a whole. Except with respect to the three (3) Parcels allowed pursuant to this Paragraph, the Property shall not be granted, sold, transferred, exchanged, devised, gifted, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Landowner nor the Landowner's personal representative, heirs, successors, or assigns shall sell, transfer, or otherwise convey any portion of the Property, other than the three (3) Parcels, that constitutes less than the entire Property. Ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any applicable laws, but no owner of an undivided interest in the Property shall have any right to have the Property partitioned in kind, whether pursuant to state law or otherwise.

(c) Landowner and Conservancy acknowledge that cases may arise where it may be necessary to correct technical or typographical errors or mistakes of fact made in the survey or legal description of the Property. In order to rectify such errors or mistakes, and with the prior written consent of Conservancy (which may be withheld in Conservancy's reasonable discretion), Landowner (and where necessary, Conservancy) may enter into minor or *de minimis* lot line or boundary adjustments, or otherwise correct minor title defects.

2.2 Improvements. For purposes of this Conservation Easement, Improvements consist of any building, structure, or man-made addition to the Property, including but not limited to residences, out-buildings, sheds, barns, house and office trailers, tennis and other recreation courts, and swimming pools placed, built, or constructed on the Property after the date of this Conservation Easement. For the purposes of this definition, Improvements do not include roads and trails, structures associated with utilities (poles, wires, etc.), septic tanks or fields, fences, or movable items not affixed to real estate that have a *de minimis* impact on ground area. No Improvements may be constructed, maintained, or permitted on the Property except as provided herein:

(a) Limitation on Improvements. The collective Footprint of all Improvements on the Property shall not exceed fifteen thousand (15,000) square feet. Footprint means the ground area, as measured in square feet, covered or overhung by an Improvement, including any area covered by an overhanging roof or attached patio, deck, or porch. No more than three (3) single-

family dwelling may be constructed on the Property. No Improvement or portion thereof shall have a height greater than fifty (50) feet above ground level adjacent to such Improvement. In the event of division of the Property as provided in Paragraph 2.1, the grantor making the division retains all of the permitted Footprint of Improvements unless such Footprint is allocated differently in the instrument effecting the division. The Footprint limitation may be allocated unevenly among the resulting three (3) Parcels so long as the maximum Footprint for the entire Property is not exceeded. Subsequent to a permitted division, the owner of a Parcel may transfer all or any portions of the allocations attributable to their respective Parcel to another Parcel by instrument recorded in the Clerk's Office where this Conservation Easement is recorded.

(b) Improvements in Building Envelopes. A Building Envelope is an area not to exceed five (5) acres in size in which Landowner shall have the right to construct Improvements. Building Envelopes are depicted on Exhibit B hereto and may not be relocated without the Conservancy's prior written approval. No portion of the Building Envelope may be located in the Buffer Areas (hereinafter defined). There shall be no more than three (3) Building Envelopes on the Property. The Grantee is permitted to construct and maintain Improvements within the Building Envelopes subject to Paragraph 2.2(a) without the prior consent of the Conservancy. All residences shall be located within Building Envelopes. In the event of division of the Property as provided in Paragraph 2.1, the grantor making the division retains all permitted Building Envelopes unless they are allocated differently in the instrument effecting the division. Subsequent to a permitted division, the owner(s) of a Parcel may transfer unused Building Envelopes (meaning Building Envelopes that contain no Improvements) to another Parcel by instrument recorded in the Clerk's Office where this Conservation Easement is recorded.

(c) Improvements Outside Building Envelopes. The Landowner may construct and maintain Improvements outside a Building Envelope only with the Conservancy's prior written consent.

(d) Outdoor Lighting. Outdoor lighting is permitted provided it is placed no more than twenty (20) feet high. Lighting must be shielded with full cut-off reflectors and directed towards the ground. Use of mercury vapor lights is prohibited.

(e) Roads, Trails, and Utilities. Subject to Paragraph 2.7(a)(ii), the Landowner may construct roads, associated culverts, and underground and above-ground utility lines necessary to accommodate permitted Improvements on the Property. Roads shall be no more than sixteen (16) feet in width, and an area of no more than thirty (30) feet in width may be cleared of natural vegetation in the construction of roads. Land cleared in the construction of a road (excluding the road itself) shall be re-forested or re-vegetated as soon as possible following construction. In addition, Landowner shall have the right to construct trails on the Property of reasonable extent to provide non-motorized access to areas of the Property and/or to accommodate recreational activities. Trails shall be no more than four (4) feet in width and shall be either unimproved paths or shall be constructed of permeable materials.

(f) Well and Septic. The Landowner may drill water wells and install septic tanks and septic fields necessary to accommodate permitted Improvements on the Property together with other necessary utilities to serve these structures.

(g) Utilities Serving Others; Landing Strips. Unless such utilities are placed on or over the Property under eminent domain proceedings or the threat thereof, Landowner may not consent to the construction or placement of utilities on the Property that serve entities and/or users located off the Property (a communications tower for example) without the Conservancy's prior written consent. Such consent shall only be granted if their construction or placement would not deleteriously impact the conservation values of the Property or would produce a smaller impact than if those utilities were located on an adjoining or nearby property. There shall be no constructing or placing of any airplane landing strip on the Property.

2.3 Existing Improvements and Constructed Features. Landowner shall have the right to maintain, remodel, and repair Improvements and constructed features (such as roads, trails, utilities and wells) on the Property existing as of the date of this Conservation Easement (as described and detailed in the Baseline Report), and in the event of their destruction, to reconstruct any such existing Improvement or constructed feature with another of similar size, function, capacity, location and material.

2.4 Agricultural Use. Except as provided in Paragraphs 2.5 and 2.6, there shall be no agricultural use of the property.

2.5 Grazing. Landowner shall not graze or pasture domestic animals on the Property for commercial purposes. This restriction shall not prevent the grazing or pasturing of animals used for Landowner's or Landowner's guests' recreation, or used in connection with activities allowed on the Property, provided that such animals are excluded from the Buffer Areas pursuant to Paragraph 2.7(a)(iv). No more than ten (10) Animal Units shall be permitted on the Property for these purposes. For purposes of this Conservation Easement: (a) an Animal Unit ("AU") equals 1,000 pounds of animal body weight, and (b) the following Animal Units shall apply to grazing animals: adult horses: 1.5 AU; colts (< 2 years): 0.5 AU. No other species are permitted without the Conservancy's prior written approval. In the event of division of the Property as provided in Paragraph 2.1, the grantor making the division retains the right to pasture all recreational animals permitted under this Paragraph unless such rights are allocated differently in the instrument effecting the division. Subsequent to a permitted division, the owners of the resulting Parcels (numbering not more than three) may reallocate such rights by instrument recorded in the Clerk's Office where this Conservation Easement is recorded.

2.6 Timber Harvest.

(a) Firewood. Landowner shall have the right to harvest timber from the Property in order to provide firewood for residences allowed on the Property.

(b) Commercial Timber Management. Landowner shall have the right to harvest timber from the Property for commercial purposes pursuant to a forest management plan, to be updated at least every ten (10) years, that is prepared by a professional forester and approved in writing by Conservancy and that is designed to protect soil stability, water quality and other conservation values of the Property, including without limitation, scenic, riparian and wildlife habitat values. The plan may allow for prescribed burning and monoculture cultivation.

Landowner shall not cultivate any tree species not native to Virginia, or engage in monoculture using any species other than loblolly pine, without the Conservancy's prior written approval. Landowner shall provide advance notice of any timber sale planned for the Property. The Conservancy reserves the right to waive, in writing, the required forest management plan or portions thereof if Conservancy determines that the proposed forest management activity does not warrant development of a complete plan.

(c) Harvest Plan. A harvest plan must be submitted to Conservancy for its written approval at least thirty (30) days prior to any harvest of timber. No commercial silvicultural activity may occur until the forest management plan and a more specific harvest plan have been approved by Conservancy. Conservancy reserves the right to waive, in writing, the required harvest plan if it determines that the proposed harvest of timber is *de minimis* in nature. All forest management and harvesting activities on the Property must meet or exceed currently accepted silvicultural best management practices, as set forth in "Virginia's Forestry Best Management Practices for Water Quality (Virginia Department of Forestry, 2002)" and its successors ("Forestry BMPs"). The harvest plan shall include:

- (i) A statement signed by the forester preparing the harvest plan acknowledging that management activities follow the terms of this Conservation Easement and the forest management plan and will be supervised by the forester;
- (ii) Description of access to proposed timber sale area and any constraints to that access;
- (iii) Descriptive map(s) of all management areas, including logging deck(s), skid trails, roads, streams, Buffer Areas, stream crossings, and areas of special concern;
- (iv) Timber inventory in targeted management areas with volume, stocking, and species data, and projected yields, which may be estimated or omitted with Conservancy's prior approval in cases where it is not deemed necessary (such as pre-commercial thinning);
- v) Clear marking of Buffer Areas on the ground. The number of stream crossings should be minimized and carefully selected to minimize disturbance to the streams or drainage channels and surrounding soils and vegetation;
- (vi) An inventory for the presence of rare, threatened or endangered species and other unique natural, geological or historic resources in targeted management areas which may require special treatment;
- (vii) Prescribed activities and precautions including protection methods for any unique natural, geological, or historical areas and erosion and sedimentation control actions for water quality protection and a smoke management plan if fire is to be prescribed;

(viii) Aesthetic and recreational considerations including impacts on views from public roads. Aesthetic impacts should be minimized to the greatest extent possible by use of un-harvested buffers and careful selection of harvest areas, harvest techniques, and by avoiding the use of clear-cutting unless absolutely necessary and approved by Conservancy as part of the harvest plan; and

(ix) Plan for post-cutting treatments, including the re-vegetation of skid rows and logging decks with non-invasive seed mixes.

(d) Timber Management Roads and Trails. Landowner shall have the right to maintain, repair, and replace existing forest management roads and associated bridges and culverts on the Property. Landowner shall also have the right to construct new forest management roads, permanent and temporary bridges, and associated Improvements, provided that such new construction is limited to roads that are necessary to harvest timber on the Property, and further provided that the approximate location of any new road shall have been provided for in the forest management plan, or otherwise approved in writing by Conservancy. These provisions shall not apply to the establishment and use of temporary skid trails, which shall be permitted without Conservancy's prior approval. The siting, construction, and maintenance of new and existing roads, associated Improvements, and skid trails must meet or exceed Forestry BMPs.

2.7 Buffer Areas to Protect Aquatic Habitats and Water Quality. Buffer Areas ("Buffer Areas") are those areas of the Property located within one hundred (100) feet of all permanent and intermittent streams, wetlands, mudflats, and water bodies on or adjacent to the Property, including manmade ditches and ponds, as measured from the edge of the stream or feature under normal conditions (mean high water in tidal environments) and including the stream, wetland, mudflat or water body itself. The Buffer Areas include those portions of the Property lying between a stream, wetland, mudflat or other water body and the boundary of the Property even if such distance is less than 100 feet. The extent and location of Buffer Areas are shown on Exhibit B and are described and depicted graphically in the Baseline Report.

(a) In order to protect aquatic habitats and water quality, within the Buffer Areas, there shall be:

(i) No constructing or placing of any Improvements. Existing Improvements and constructed features, if any, which exist within the Buffer Areas as of the date of execution of this Conservation Easement may be maintained, repaired and replaced, but not enlarged.

(ii) No constructing or placing of any new roads or utilities without Conservancy's prior written consent. Roads and utilities existing in the Buffer Areas as of the date of this Conservation Easement may be maintained or repaired, but not enlarged.

(iii) No septic tanks or septic fields are permitted within the Buffer Areas.

(iv) No livestock. If livestock are kept or maintained on the Property, they shall be excluded from the Buffer Areas by fencing to be installed and maintained by the Landowner.

(v) No removal, destruction, or cutting of native vegetation.

(vi) No use of fertilizers or biocides.

(vii) No dumping of organic or inorganic materials.

(viii) No disturbance of soils.

(ix) No use of motorized vehicles unless on roads existing as of the date of this Conservation Easement or expressly permitted herein.

(b) Notwithstanding the foregoing, the following activities are permitted within the Buffer Areas:

(i) Landowner shall have the right to remove, and consent to the removal of, invasive species (including without limitation those plants included on the most current list of Virginia Department of Conservation and Recreation's "Invasive Alien Plant Species of Virginia" or, if such list ceases to be published, a similar list promulgated by the Commonwealth of Virginia or the federal government, which Conservancy shall notify the Landowner is the list that shall be binding on the Landowner for purposes of this Conservation Easement). Landowner shall have the right to use biocides in these efforts.

(ii) Landowner shall have the right to conduct stream or riparian restoration activities. Restoration activities can involve soil disturbance, provided such activities are deemed necessary in restoration plan approved in writing by Conservancy. In addition, fertilizers can be selectively applied to add in the establishment of native vegetation planted as part of restoration efforts.

(iii) Recreational activities, provided they do not cause substantial damage to or removal of the trees or other vegetation in the Buffer Areas or otherwise harm riparian and aquatic habitats associated with the Buffer Areas.

(c) Conservancy's Consent. Prior to engaging in activities permitted under Paragraphs 2.7(b)(i)-(ii), Landowner shall submit written description of proposed activity, with accompanying maps or sketches as appropriate, to the Conservancy for its review. The description shall be sufficiently detailed to allow the Conservancy to evaluate the proposed activity's conformance to the Conservation Easement, specifically that the proposed activity will be conducted such that it does not pose a long-term threat to the ecological integrity of the Buffer Area. Landowner shall not commence proposed activities until the Conservancy reviews and approves the proposed action.

2.8 Home Businesses. Any business that is conducted by, and in the home of, a person residing on the Property, is allowed provided that the traffic generated by the home business does not adversely impact the purposes of this Conservation Easement.

2.9 Recreational Uses. Landowner shall have the right to engage in and permit others to engage in recreational uses of the Property, including, without limitation, hunting, fishing, hiking, trapping and horseback riding, that require no surface alteration or other development of the land. Subject to applicable laws, Landowner shall have the right to lease the Property for hunting or to charge a fee for individuals to hunt on the Property. Pursuit of wildlife by any form of motorized transportation is not allowed.

2.10 Excavation. Except as necessary to accommodate the activities expressly permitted under this Conservation Easement, there shall be no ditching, draining, diking, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, mining, drilling or removal of minerals, nor any building of roads or change in the topography of the Property or disturbance in the soil in any manner. Mining and hydrocarbon extraction are prohibited on the Property.

2.11 Destruction of Plants, Disturbance of Natural Habitat. Subject to the prior approval of Conservancy, Landowner shall have the right to cut and remove diseased or exotic trees, shrubs, or plants, and to cut firebreaks, except that such approval shall not be required in case of emergency firebreaks. Landowner shall also have the right to cut and remove trees, shrubs or plants to accommodate the activities expressly permitted under this Conservation Easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or plants. Except for use around Improvements or in gardens there shall be no planting of non-native trees, shrubs or plants on the Property. Furthermore, except to accommodate the activities expressly permitted under this easement, there shall be no use of fertilizers, plowing, introduction of non-native animals, or disturbance or change in the natural habitat in any manner.

2.12 Hydrology. Except as necessary to accommodate the activities expressly permitted under this Conservation Easement, there shall be no alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property.

2.13 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except: (a) as approved by Conservancy to control invasive species detrimental to the conservation values of the Property, (b) as approved by Conservancy as part of a forest management plan, or (c) as needed around or within Improvements on the Property.

2.14 No Pollution. There shall be no pollution, of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property.

2.15 Predator Control. Landowner shall have the right to control, destroy, or trap predatory and problem animals which pose a material threat to livestock and/or humans by means and methods approved by Conservancy. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.16 Archeological Investigation. Landowner may conduct archeological research on the Property provided that: (1) Landowner has obtained Conservancy's prior written approval; (2) Landowner gives prior notice and obtains necessary approval from the appropriate state or federal agency; and (3) any such disturbance and investigation is performed in such a manner as to minimize any adverse impact on the conservation values of the Property.

2.17 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density.

3. **ADDITIONAL RIGHTS OF LANDOWNER.** Landowner shall have the following additional rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement. Prior to making any change in use of the Property, Landowner shall notify Conservancy in writing to allow Conservancy a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

4. **NOTICE AND APPROVAL REQUIREMENTS.**

4.1 Notice. For activities for which Conservancy's prior approval is not expressly required, Landowner hereby agrees to notify Conservancy in writing fifteen (15) days before exercising any reserved or retained right under this Conservation Easement that may have an adverse impact on the conservation values (unless a different time period is otherwise expressly required in this Conservation Easement).

4.2 Approval. When Conservancy's approval or consent is required prior to Landowner engaging in any activity, Landowner's request for approval or consent shall be in writing and contain detailed information regarding the proposed activity. The description shall be sufficiently detailed (including maps, sketches, and plans) to allow the Conservancy to evaluate the proposed activity's conformance to this Conservation Easement. Such a request shall be delivered to Conservancy at least sixty (60) days prior to the anticipated start date of such activity. Conservancy agrees to use reasonable diligence to respond to the request within 60 days from receipt of the request; provided, however, that approval shall not be deemed to have been given in the event of Conservancy's delay in response.

This paragraph is only intended to request approval for activities which are expressly allowed in the Conservation Easement but are subject to Conservancy's approval or consent. It is

not intended for any other purpose, including, without limitation, to request approval for activities that are expressly prohibited or activities for which an amendment of this Conservation Easement is needed.

5. CONSERVANCY'S RIGHTS. To accomplish the purposes of this Conservation Easement, the following rights are reserved by the Conservancy (and Conservancy's agents, representatives and invitees) by this Conservation Easement:

5.1 Right to Enforce. The right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.

5.2 Right of Entry. The right to enter the Property at reasonable times for the purposes of: (a) inspecting the Property to determine if there is compliance with the terms of this Conservation Easement; (b) obtaining evidence for the purpose of seeking judicial enforcement of this Conservation Easement; (c) monitoring and research as described below; and (d) management of plants, animals and natural communities as described below; provided, however, that the foregoing rights of Conservancy shall not relieve Landowner from any obligations to comply with the terms of this Conservation Easement or waive any of Conservancy's rights or remedies to enforce this Conservation Easement against any violation.

Conservancy agrees that entry will be done in a manner that will not interfere unreasonably with Landowner's permitted uses of the Property. Conservancy also agrees to provide advance notice to Landowner prior to entering the Property, except in any case where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to, or the destruction of, the conservation values, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement. In the event Landowner elects to maintain gated, locked access to and through the Property, Landowner shall provide Conservancy with keys for all such locks. This right of entry shall include the right to access the Property over roads owned by Landowner or Conservancy and any rights-of-way or other access ways now or hereafter available to Landowner for access to the Property.

5.3 Monitoring and Research. The right, but not the obligation, to engage in ecological monitoring, biological surveys, inventories and research of plant and wildlife populations, plant communities and natural habitats on the Property. Landowner shall cooperate with Conservancy in establishing, at no expense to Landowner, a written Monitoring and Research Plan, if desired by Conservancy.

5.4 Management of Plants and Animals. The right, but not the obligation, to control, manage or destroy invasive plants and animals that threaten the conservation values of the Property (including without limitation those plants included on the most current list of Virginia Department of Conservation and Recreation's "Invasive Alien Plant Species of Virginia" or, if such list ceases to be published, a similar list promulgated by the Commonwealth of Virginia or the federal government, which Conservancy shall notify the Landowner is the list that shall be binding on the Landowner for purposes of this Conservation Easement). Such activities shall be in accordance with Conservancy's management practices and may include, but shall not be limited to, application

of biocides, mowing, fencing, hunting, trapping and prescribed burning. Conservancy will consult with Landowner prior to implementing management activities.

6. VIOLATION AND REMEDIES.

6.1 Notice of Violation; Corrective Action. If Conservancy determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Conservancy shall give written notice to Landowner of such violation and demand corrective action sufficient to (a) cure the violation, and (b) where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, restore the portion of the Property so injured to its condition before the violation occurred, or to a condition otherwise acceptable to Conservancy, in accordance with a plan approved by the Conservancy.

6.2 Injunctive Relief. If Landowner fails to cure the violation or threatened violation of this Conservation Easement, fails to comply with any affirmative obligation under this Conservation Easement, or fails to cause such other corrective action to be taken as requested by the Conservancy within forty-five (45) days after receipt of notice thereof from Conservancy, or under circumstances where the violation cannot reasonably be cured within the forty-five (45) day period, fails to make good faith efforts to initiate and pursue the requested corrective action within the forty-five (45) day period, Conservancy may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury or to a condition otherwise acceptable to Conservancy (regardless of whether the costs of restoration exceed the value of the Property). The Conservancy shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Property, and the Landowner waives any bond requirement otherwise applicable to any petition for such relief.

6.3 Damages. Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of environmental, ecologic, scenic or aesthetic values.

6.4 Emergency Enforcement. If Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent, terminate or mitigate significant damage to the conservation values of the Property, or to prevent, terminate or mitigate a violation of this Conservation Easement, the Conservancy may pursue its remedies under this paragraph without prior notice to Landowner and/or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Conservancy's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Conservancy shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Conservancy may be entitled, including without limitation: (a) specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the

inadequacy of otherwise available legal remedies; and (b) the right to enter the Property to undertake any corrective action Conservancy may elect to complete. Conservancy's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce any right or obligation under this Conservation Easement, or to interpret any of the provisions of this Conservation Easement, if the court determines that Landowner has failed to comply with this Conservation Easement, Landowner shall reimburse Conservancy for any reasonable costs associated with enforcement, including Conservancy's staff time, costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. However, if Conservancy initiates litigation and the court determines that Landowner has complied with all the terms of this Conservation Easement and that Conservancy initiated litigation in bad faith, then Conservancy shall reimburse Landowner for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

6.7 Forbearance. Forbearance by Conservancy to exercise its rights under this Conservation Easement in the event of any violation of any term of this Conservation Easement by Landowner shall not be deemed or construed to be a waiver by Conservancy of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Conservancy's rights under this Conservation Easement. No delay or omission by Conservancy in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Landowner hereby waives any defense of laches, estoppel or prescription with respect to any failure to act or any delay by Conservancy in enforcing any restriction or exercising any rights under this Conservation Easement.

6.9 Natural Disasters; Acts Beyond Landowner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Conservancy to bring any action against Landowner for any injury to or change in the Property resulting from natural events or natural causes beyond Landowner's control, including, without limitation, fire, flood, storm, infestations, natural deterioration, earth movement, climate change, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such natural events or causes. Landowner shall notify Conservancy of any natural disaster, emergency conditions, or acts taken in response to such a disaster or emergency that would adversely affect or interfere with the purpose or conservation values protected by this Conservation Easement, whether caused by the disaster, the Landowner's acts or omissions, or the acts of a third party or parties. In the event a natural disaster or emergency conditions alter the Property, Landowner and Conservancy will work together to identify restoration or rehabilitation activities and develop a restoration plan to fulfill the purposes of the Conservation Easement.

6.10 Acts of Third Parties. Nothing contained in this Conservation Easement shall be construed to entitle Conservancy to bring any action against Landowner for any injury to or change in the Property resulting from acts of third parties legally authorized to act by recorded instrument or other legally established rights, or the wrongful acts of third parties other than Landowner's

agents, employees, invitees or contractors (provided the Landowner has taken reasonable actions to prevent such third parties from trespassing and from causing harm to the Property and has not consented to or participated in the acts of such third parties). Landowner shall notify Conservancy of any act or occurrence that would adversely affect or interfere with the purposes of this Conservation Easement, whether caused by the Landowner's acts or omissions or by a third party or parties. In the event of violations of this Conservation Easement caused by the wrongful acts of a third party, Landowner shall cooperate fully with Conservancy in enforcement of this Conservation Easement, including but not limited to: gathering facts and information relevant to the violation; assigning its right of action to the Conservancy; joining in any claim or legal action; and/or appointing the Conservancy as its attorney-in-fact for purposes of enforcement, all at the election of the Conservancy. In the event that such third party acts interfere with the conservation purposes or values of this Conservation Easement, Landowner and Conservancy will work together to identify restoration or rehabilitation activities and develop a restoration plan to fulfill the purposes of the Conservation Easement. This paragraph shall not be construed to relieve Landowner of the obligation to clean up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of the Conservation Easement by third parties, or to otherwise maintain the Property in a condition consistent with the purposes of this Conservation Easement.

6.11 Enforcement Rights of Others. Nothing in this Conservation Easement is intended to create any right to enforce this Conservation Easement in any third party where no such right otherwise exists under this Conservation Easement or under law.

7. **COSTS AND LIABILITIES.** Landowner shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, or the protection of Landowner, the public, or any third parties from risks relating to conditions on the Property. Landowner shall maintain adequate comprehensive general liability insurance coverage on the Property. Landowner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner.

Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes") including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Conservancy with satisfactory evidence of payment upon request. Conservancy may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement by Landowner.

8. **ACCESS.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof. Landowner will undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities might diminish or impair the Conservation Values.

9. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable. Conservancy shall have the right to transfer or assign this Conservation Easement to an entity that: (a) satisfies the requirements of §170(h)(3) of the IRC (or successor provisions thereof) and is qualified to hold the Conservation Easement

under the Act and any other applicable state law, and (b) as a condition of transfer, agrees to uphold the Conservation Purpose of this Conservation Easement, as required in Treasury Regulations §1.170A-14, as amended. If Conservancy ever ceases to exist or no longer qualifies under IRC §170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility.

10. **TRANSFER OF PROPERTY.** As set forth below, Landowner agrees that a reference to this Conservation Easement will be inserted by Landowner in any subsequent deed or other legal instrument by which Landowner divests either the fee simple title or possessory interest in the Property, including without limitation a leasehold or mortgage interest. Landowner further agrees to notify Conservancy of any pending transfer at least thirty (30) days in advance of transfer and to provide Conservancy with a copy of any legal instrument effecting such transfer within thirty (30) days following its execution. The failure of Landowner to comply with this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of Landowner, by acceptance of a deed or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions and conditions of this Conservation Easement.

11. **PRESUMPTION AGAINST AMENDMENT.** It is the parties' intention that this Conservation Easement will not be amended or modified. In the event of unforeseen circumstances or exceptional situations the Conservancy may in its sole discretion consider an amendment or modification to this Conservation Easement, but in no event shall such amendment be made without compliance with Conservancy's internal procedures and standards for such modification, and federal, state and local laws regarding the creation and amendment of conservation easements. No amendment shall be allowed that would adversely affect the status of the Conservancy under any applicable laws, including IRC §170 (h) or the laws of the Commonwealth of Virginia, or that would weaken the Conservation Easement in terms of protection of the conservation values or its perpetual duration. Any such amendment shall be signed by both parties, and shall be recorded in the official records of the county in which the Property is located.

12. **EASEMENT VALUATION, EXTINGUISHMENT, TERMINATION, EMINENT DOMAIN.**

12.1 Value of Easement and Proceeds. Landowner hereby agrees that at the time of the conveyance of this Conservation Easement, this Conservation Easement gives rise to a real property right, immediately vested in Conservancy, with a fair market value that is at least equal to the proportionate value that this Conservation Easement, at that time, bears to the value of the Property as a whole at that time.

Accordingly, if this Conservation Easement is extinguished, terminated, or taken by eminent domain as described below, then prior to the payment of any expenses reasonably incurred by Conservancy and Landowner in connection with such eminent domain action, Conservancy on any sale, exchange or involuntary conversion of the Property shall be entitled to a portion of the proceeds at least equal to that proportionate value. Conservancy's interest shall be valued at the greater of the following: (1) the proportionate value that the Conservation Easement at the time of

the reservation, bears to the value of the Property as a whole at that time, as described above; or (2) the proportionate value that this Conservation Easement at the time of termination, extinguishment or condemnation bears to the then value of the Property as a whole. Conservancy shall use any proceeds received in conjunction with this provision and the following provisions in a manner consistent with the conservation purpose of this Conservation Easement.

12.2 Extinguishment or Termination. This Conservation Easement may be released, terminated or otherwise extinguished, whether in whole or in part, only if (1) a court with jurisdiction determines a subsequent unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the conservation purpose of this Conservation Easement, and (2) any conditions or limitations imposed by federal and state law are also complied with.

12.3 Eminent Domain. Whenever all or part of the Property is taken by public, corporate, or other entity with authority to exercise eminent domain so as to terminate or extinguish the restrictions imposed by or so as to make it impossible to fulfill the conservation purposes of this Conservation Easement, Landowner and Conservancy shall join in appropriate actions and negotiations at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the value of Landowner's and Conservancy's interests, as described above.

13. **CHANGED CONDITIONS.** In accepting the Property subject to the reservation of this Conservation Easement, Landowner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Landowner and Conservancy that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

14. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party has reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the Commonwealth of Virginia, King and Queen County, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

15. **INDEMNIFICATION.** Landowner hereby agrees to indemnify, defend (with counsel approved by Conservancy, which approval will not be unreasonably withheld) and hold harmless

Conservancy and each of Conservancy's officers, directors, employees, agents, invitees, and contractors from and against any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever (including, but not limited to, court costs and reasonable attorneys' fees and expenses) arising or resulting from this Conservation Easement or any activities on the Property, except to the extent caused by the gross negligence or intentional misconduct of Conservancy.

16. **TITLE.** Landowner covenants, represents and warrants that, upon recordation of this Deed, Landowner shall be the sole owner of the Property in fee simple and has the right, and is authorized, to accept the Property subject to this Conservation Easement, that the Property is free and clear of any and all encumbrances, including but not limited to, any deeds of trust or mortgages not subordinated to this Conservation Easement, that Conservancy shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

17. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be served by any of the following means: (i) by delivery in person, in which case notice shall be deemed given upon delivery (or refusal of delivery), (ii) by first class mail, (iii) by certified U.S. mail, return receipt requested, postage prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit in the mail, or (iv) by reputable commercial courier service, charges prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit with the courier service. All notices shall be sent to the following addresses, or such other address as either party may hereafter specify by written notice to the other:

To Landowner:

To Conservancy:

Legal Department
The Nature Conservancy
652 Peter Jefferson Place, Suite 190
Charlottesville, Virginia 22911

18. **RESERVATION OF DEVELOPMENT RIGHTS.** To fulfill the conservation purpose of this Conservation Easement, Conservancy hereby reserves and retains all development rights deriving from, based upon, or attributable to the Property in any way, including but not limited to mineral development (the "Conservancy's Development Rights"), except those expressly granted to Landowner herein, and the parties agree that Conservancy's Development Rights shall be held by the Conservancy in perpetuity in order to fulfill the conservation purpose of this Conservation Easement, and to ensure that such rights are forever released, terminated and extinguished as to Landowner, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

19. **ENVIRONMENTAL CONDITION.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, caused by or through the neglect of Landowner, Landowner

agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Conservancy, in which case Conservancy shall be responsible therefor. Landowner releases and shall indemnify, defend and hold Conservancy and its directors, officers and employees, harmless from any and all liability, litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, related to Landowner's obligations pursuant to this Paragraph and/or related to Landowner's use, deposit or release of any hazardous, toxic, polluting or otherwise contaminating substances regulated by any federal or state environmental laws or regulations. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

20. **COMPLIANCE WITH APPLICABLE LAWS.** Landowner shall comply with all federal, state, and/or local statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property ("Applicable Laws"). Nothing herein shall be construed to allow Landowner to engage in any activity which is restricted or prohibited by Applicable Laws.

21. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

22. **PARTIES.** Every provision of this Conservation Easement that applies to Landowner or Conservancy shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. A person's or entity's obligation hereunder as Landowner, or successor owner of the Property, shall be joint and several, and will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Property (or pertinent portion thereof), but only to the extent that the Property (or relevant portion thereof) is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer, provided that the new owner shall also be responsible for bringing the Property into compliance.

23. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Conservancy is authorized to re-record this instrument or any other appropriate notice or instrument; for such purpose, Landowner appoints Conservancy as Landowner's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Landowner's behalf. Without limiting the foregoing, Landowner agrees to execute any such instruments upon request.

24. **SUBSEQUENT LIENS ON PROPERTY.** No provision of this Conservation Easement should be construed as impairing the ability of Landowner to use this Property as collateral for subsequent borrowing. Any deed of trust, mortgage or lien arising from a borrowing subsequent to the reservation of this Conservation Easement is subordinate to this Conservation Easement. Any subsequent deed of trust, mortgage or lien shall not violate the terms and conditions of this

Conservation Easement and may not be interpreted to allow anything that is prohibited in this Conservation Easement including subdivision.

25. **ACCEPTANCE AND EFFECTIVE DATE.** As attested by the signature of its authorized representative, Conservancy hereby retains and accepts the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia.

26. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

27. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the terms of this Conservation Easement.

28. **CAPTIONS, RECITALS AND EXHIBITS.** The captions herein have been inserted solely for convenience of reference, are not a part of this Conservation Easement, and shall have no effect upon its construction or interpretation. The recitals set forth above and all Exhibits referred to in this Conservation Easement are an integral part of this Conservation Easement and are incorporated herein by reference.

29. **GOVERNING LAW.** This Conservation Easement will be interpreted in accordance with the laws of the Commonwealth of Virginia.

30. **SUBSEQUENT ACTIVITIES: NO REPRESENTATIONS OR WARRANTIES.** Permission to carry out any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature, unless explicitly included in said permission. Likewise, permission by the Conservancy to carry out, or failure by the Conservancy to object to, or any language in this Conservation Easement that allows any proposed use or activity or designates a specific area of the Property where the use or activity is to be conducted, will not be deemed to constitute any representation or warranty by the Conservancy regarding the use or activity, including, without limitation, the fitness of the Property for the use or activity or the legality of the use or activity.

31. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interests in the Property.

RESERVED this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of The Nature Conservancy, its successors, and assigns forever.

TO HAVE AND TO HOLD the said Conservation Easement unto The Nature Conservancy forever.

IN WITNESS WHEREOF, The Nature Conservancy has executed and sealed this document on the _____ day of _____, 20__.

THE NATURE CONSERVANCY,
a District of Columbia non-profit corporation

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is _____ of The Nature Conservancy, a District of Columbia non-profit corporation, on behalf of the corporation.

My commission expires: _____.

Notary Public
Notary Registration No. _____

ACCEPTANCE BY LANDOWNER

_____, Landowner, hereby executes and seals this document to indicate acceptance of the terms contained herein on this _____ day of _____, 20____.

Landowner:

_____ [SEAL]

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

My commission expires: _____.

Notary Public

Notary Registration No. _____

Exhibit List:

Exhibit A – Property Descriptions

Exhibit B – Easement Terms Map

EXHIBIT A
Legal Description of Property

All those certain tracts or parcels of land containing in the aggregate one thousand three hundred twenty-four and 39/100 (1,324.39) acres, more or less, together with the improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, situated in the Stevensville Magisterial District of King and Queen County, Virginia, and described as follows:

Parcel 1: Wyatt #6 Tract 6750 (Tax Map No. 24-32L-933) All those two adjacent tracts or parcels of land, lying in Stevensville Magisterial District of King and Queen County, Virginia, north of Truehart, shown on a certain plat of survey made by R. G. Cartwright, C.L.S., dated December 2, 1965, of record in Plat Book 5, Page 97 in the Clerk's Office of the Circuit Court of said County, and more particularly described as follows: (A) 62.68 acres, more or less, bounded on the north by the land now or formerly belonging to The Chesapeake Corporation of Virginia, on the east by the 41.78 acre tract hereinafter described, on the south by the land now or formerly belonging to J. H. Coulbourn's Estate and W. G. Beane's Estate, and on the west by the land now or formerly belonging to William Milby; and (B) 41.78 acres, more or less, bounded on the north by the land now or formerly belonging to The Chesapeake Corporation of Virginia, on the east by the land now or formerly belonging to R. D. Allen's Estate, on the south by the land now or formerly belonging to J. H. Coulbourn's Estate and on the west by the 62.68 acre tract described above.

Parcel 2: Wyatt #1 Tract 6610 / Wyatt #2 Tract 6634 (Tax Map No. 24-32R-880) All those certain tracts or parcels of land lying and being situate in Stevensville Magisterial District, King and Queen County, Virginia, containing in the aggregate 478.91 acres, more or less, as shown on a plat of survey made by R. B. Cartwrights, CLS, dated June 11, 1971, recorded in the Circuit Court of King and Queen County, Virginia, in Plat Book 7, Page 98, and to such plat reference is hereby made for a more particular description of the real estate herein conveyed.

Parcel 3: Muse Tract 6667 (Tax Map No. 24-32R-921) All that certain tract or parcel of land in Stevensville Magisterial District, King and Queen County, Virginia, containing 62 acres, more or less, according to a plat of survey of William P. Hall, Licensed Surveyor, dated December, 1966 and recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia in Plat Book 6, Page 35A, and to which reference is hereby made for a more particular description of the subject property.

Parcel 4: Wyatt #5 Tract 6749 (Tax Map No. 24-32R-925) All those certain adjoining tracts or parcels of land, lying and being in Stevensville Magisterial District, King and Queen County, Virginia, containing in the aggregate 102 acres, but sold in gross and not by the acre, known as a part of the tract of land called "Texas", and bounded on the North by Grantor's Byrd Tract #6747 and Wyatt No. 4 Tract #6746; on the East by Wyatt No. 2 Tract #6634; on the South by Wyatt No. 2 Tract #6634 and on the West by Wyatt Tract #6610 and Muse Tract #6667.

Parcel 5: Kerr #2 Tract 6753, Byrd Tract 6747, Wyatt #4 Tract 6746 (Tax Map No. 24-32R-916 and 24-32R-924) All those certain tracts or parcels of land, lying and being in Stevensville Magisterial District, King and Queen County, Virginia, as shown on a plat by R. B. Cartwright, C.L.S., dated December 12, 1974, recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia, in Plat Book 20, Page 65, and on which plat the tracts are contiguous and designated as follows: Kerr No. 2 Tract #34-6753 containing 487.02 acres, the Byrd Tract #34-6747 containing 35.00 acres and the Wyatt No. 4 #34-6746 containing 15.10 acres.

Parcel 6: Wyatt #3 Tract 6737 (Tax Map No. 24-32R-882) All that certain tract or parcel of land in Stevensville Magisterial District, King and Queen County, Virginia, containing Twenty-seven and Forty Hundredths (27.40) acres, according to plat and survey thereof made by R. H. Highland, Certified Land Surveyor, dated September 30, 1944 and recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia in Plat Book 6, Page 18.

Parcel 7: (Tax Map No. 24-32R-924) All that certain tract or parcel of land, lying and being in Stevensville Magisterial District, King and Queen County, Virginia, containing twelve and one-half (12 & ½) acres according to a map of survey made by L. D. Robinson, Certified Land Surveyor, previously incorrectly described as dated April 28, 1981, but actually dated April 28, 1961, a true copy of which is recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia, in Plat Book 4, Page 71 "C", and to which reference is here made for a more complete and accurate description of the property conveyed.

The above-described tracts or parcels of land are a portion of the real property conveyed to The Nature Conservancy, a District of Columbia non-profit corporation, by special warranty deed dated October 13, 2008 from John Hancock Life Insurance Company, a Massachusetts corporation, which deed is of record in the Clerk's Office of the Circuit Court of King and Queen County, Virginia as Instrument No. 080001286.

EXHIBIT B

Map depicting various spatial concepts of Conservation Easement