

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS Cover Sheet Agent Online Version 2.0.9.15]

INSTRUMENT #130000694
 RECORDED IN THE CLERK'S OFFICE OF
 PULASKI COUNTY ON
 FEBRUARY 25, 2013 AT 11:03AM

MAETTA H CREWE, CLERK
 RECORDED BY: TLA

TAX EXEMPT

C Date of Instrument [02/20/2013]
O Instrument Type [DE]
R
P Number of Parcels [1]
 Number of Pages [22]
 City ☐ County ☒ [Pulaski County]

(Box for Deed Stamp Only)

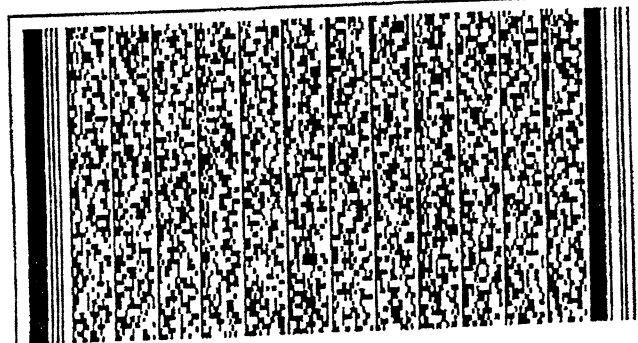
First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/> Bryson, Trustee	[William]	[G.]	[]
<input type="checkbox"/> Proaps, Trustee	[Rebecca]	[Ellen]	[]

First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/> Virginia Outdoors Foundation	[]	[]	[]
Grantee Address (Name)	[Virginia Outdoors Foundation]		
(Address 1)	[324 Waterloo Street]		
(Address 2)	[]		
(City, State, Zip)	[Warrenton]	[VA]	[20186]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☒ County ☐ [Pulaski] Percent. in this Juris.(%) [100]
 Book [586] Page [69] Instr. No [2000/5344]
 Parcel Identification No (PIN) [108-1-10 and 108-11-1through12]
 Tax Map Num. (if different than PIN) [Lots 1-11 Subdivision of Tax Map 108-1-10]
 Short Property Description [148 Acres moreor less]
 Current Property Addr(Address 1) []
 (Address 2) []
 (City, State, Zip) []

Instrument Prepared by [Scott N. Alperin]
 Recording Paid for by [Scott N. Alperin]
 Return Recording to (Name) [Scott N. Alperin]
 (Address 1) [4605 Pembroke Lake Circle]
 (Address 2) [Suite 300]
 (City, State, Zip) [Virginia Beach] [VA] [23455]
 Customer Case ID [] [CS-678773]



NOTE TO TITLE EXAMINERS: This conservation and 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.

Prepared by: Scott Alperin, Attorney

TAX MAP NOS. : 108-1-10, 108-11-1, 108-11-2, 108-11-3, 108-11-4, 108-11-6, 108-11-7, 108-11-8, 108-11-9, 108-11-10, and 108-11-11

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 30th day of January, 2013 between William G. BRYSON and Rebecca Ellen PROAPS, Trustees of THE WILLIAM G. and PEGGY B. BRYSON REVOCABLE TRUST U/A Dated August 29, 1996 [together "Grantor"]; "Grantor"; and 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).

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Pulaski County, Virginia, containing in the aggregate 148 acres (more or less) as further described below (the "Property"), and desires to give 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.

R-3 Chapter 461 of the Acts of 1966, 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"), provides "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.

R-4 Pursuant to Sections 10.1-1700 and 10.1-1703 of 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 agriculture, livestock production, forest 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 Pulaski Comprehensive Plan (Draper Planning Area) adopted on July 28, 2008.

R-7 This Easement is intended to constitute (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 for the scenic enjoyment of the general public and will yield a significant public benefit.

R-9 This open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

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

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

b. The Open-Space Land Act cited above;

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

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

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

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

a. its Draper Planning Area Comprehensive Plan adopted on July 28, 2008 to which plan the restrictions set forth in this deed conform and which contains the following statements:

b. its recognition of the rural character of the Property and support for its continued use as agricultural, forest or open space land by providing "Land Use" or use value taxation for the Property under the authority provided by Chapter 78, Article II, Division 2, Section 78-61 of the Code of the County of Pulaski, Virginia; and

c. the formal review and approval of the Easement proposal by the Pulaski County Planning Commission on August 9, 2011.

R-10 The Property fronts along New River Trail State Park for one-third of a mile, and protection of the Property in its undeveloped state will contribute to the scenic views of users of New River Trail State Park.

R-11 The Property is visible from and fronts on State Route 712 (Water Tank Road) and State Route 609 (Boyd Road) for approximately 2,000 feet and is adjacent to a 77-acre tract which has been acquired for the development of campsites and recreational facilities for New River Trail State Park. Protection of this Property in perpetuity helps ensure the scenic and rural character of Pulaski County as well as this recreational area which includes New River Trail State Park and Claytor Lake.

R-12 The Property is visible from and within 100 feet of the New River/Claytor Lake Impoundment, and protection of the Property from intensive development in perpetuity protects scenic views for recreational users of the New River/Claytor Lake Impoundment

and also protects water quality in these water bodies from potential sedimentation that could result from unlimited residential development.

R-13 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-14 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-15 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement.

R-16 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 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 148 acres (more or less) located in Pulaski County, Virginia, near Draper, fronting on State Route 712 (Water Tank Road) and State Route 609 (Boyd Road), to-wit:

All those certain lots, pieces or parcels of land situate, lying and being in Ingles Magisterial District, Pulaski County, Virginia, known and designated as Lots 1-11 as shown on that certain plat entitled, "Plat of Subdivision of Tax Map #108-1-6 & Tax Map #108-1-10, Prepared for W.G. Bryson," made by Gay and Neel, Inc., Civil Engineering and Land Planning Surveying, dated July 29, 2005, a copy of said plat being duly recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Plat Cabinet 2, Slide 37, page 9 and 10 and Plat Cabinet 2, Slide 38, page 1.

BEING the same property conveyed to William G. Bryson and Peggy B. Bryson, Revocable Trust from Thomas G. Baker, Jr., Special Commissioner, by deed dated October 30, 2000, and recorded as Instrument Number 2000/5344; and Deed from William G. Bryson and Peggy B. Bryson, having reserved themselves a life estate, dated October 31, 1996 and recorded in Deed Book 586, page 69.

The Property is shown as Tax Map Nos.: 108-1-10, 108-11-1, 108-11-2, 108-11-3, 108-11-4, 108-11-6, 108-11-7, 108-11-8, 108-11-9, 108-11-10, and 108-11-11 among the land records of the County of Pulaski, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it 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 - PURPOSE

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Documentation Report described in Section IV below and include the Property's open-space scenic 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 purpose of this Easement is preservation of land for agricultural use, forestal use, and the preservation of scenic open space.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II - RESTRICTIONS

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

1. **DIVISION.** The Property shall not be divided or subdivided into, or separately conveyed as, more than two (2) parcels. Grantor shall give Grantee written notice prior to making the division of the Property.

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

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

The acquisition of a *de minimis* portion of the Property adjacent to State Route 712 (Water Tank Road) and State Route 609 (Boyd Road) for minor road improvements shall not be considered a division or subdivision 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 rights to approve such acquisition. Use of the Property for such a project is limited to minor improvements to State Route 712 (Water Tank Road) and State Route 609 (Boyd Road) in their present alignments, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public roads. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

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

(a) **Dwellings.** Three (3) dwelling units such as detached or attached dwellings or barn or garage apartments, which shall not exceed an aggregate of 10,000 square feet of above-ground enclosed living space, and non-residential outbuildings and structures commonly and appropriately incidental to such dwellings sized appropriately to serve as amenities to residential use. 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 scenic and other conservation values of the Property. The dwelling currently existing on the Property shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area. Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property. In the event of the permitted division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights unless permitted dwellings are allocated between the parcels in the instrument creating the division or other recorded instrument; and

(b) **Farm buildings or structures.** Farm buildings or structures, except that a farm building or farm structure exceeding 5,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the

proposed structure on the conservation values of the Property. For purposes of this 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.** 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; and

(d) **Roads.** Private roads to serve permitted buildings or structures, private roads to parcels created by the permitted division of the Property, public roads required to be constructed in conjunction with the permitted division of the Property, provided that Grantee determines that the construction of such public roads will not impair the conservation values of the Property and gives prior written approval of such construction, and roads with permeable surfaces for other permitted uses, such as farming or forestry.

Grantor retains the right to reserve and provide an access easement not exceeding 20 feet in width from State Route 712 (Water Tank Road) to New River Trail State Park (NRTSP) that will run with the land and be binding upon the heirs, successors and assigns of Grantor and Grantee and will provide vehicular and pedestrian access, ingress and egress to: (i) Grantor and Grantor's invitees, successors and/or assigns; and (ii) employees and other persons affiliated with NRTSP for the purposes of maintenance and security of NRTSP, as long as the Virginia Division of State Parks or its successor(s) is(are) willing to maintain said access road to the satisfaction of Grantor (See Exhibit A, attached hereto and made a part hereof.); and

(e) **Utilities.** Public or private utilities to serve permitted buildings or structures and public or private utilities to serve parcels created by the permitted division 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 not impair 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 rights to approve such public or private utilities; and

(f) **Alternative energy structures.** Alternative energy structures scaled to provide electrical energy or pump water for permitted dwellings, 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; 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, or structures for crossing of streams or wetlands; and

(h) Facilities and structures for exploration, development, production, and storage of gas or oil as permitted and limited in Section II Paragraph 5 (ii) below.

ii) Grantor shall have the right to construct new dwellings, other buildings, structures, roads, and utilities permitted in Section II Paragraph 2(i) above and to repair, maintain, renovate and replace all new and existing 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 aggregate allowable square footage for dwellings set forth in Section II Paragraph 2(i)(a) above may be used for other kinds of buildings or structures, such as educational, recreational, or religious buildings or structures, provided that Grantee determines that the construction of such buildings or structures is consistent with the conservation purposes of this Easement, will not impair the conservation values protected herein, and gives prior written approval of such construction.

(iv) To protect the scenic values of the Property, no buildings shall be constructed within the designated "Restricted Build/Limited Timbering Zone" shown on Exhibit A. Notwithstanding the foregoing, the existing access road referenced above in Paragraph 2.(i)(d) may be maintained as described therein and as shown on Exhibit A.

(v) The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed three-quarters ($\frac{3}{4}$ of 1%) of one percent 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) and (f) through (h) and Section II Paragraph 2(iii) above and all other impervious surfaces, excluding roads. In the event of the permitted division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed three-

quarters (3/4 of 1%) of one percent of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. ACTIVITIES ON THE PROPERTY.

(i) Industrial or commercial activities are prohibited, with the exception of 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 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 that can be and in fact are conducted within permitted buildings without material alteration to their external appearance;

(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, 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. Grantee reserves the right to impose a cost recovery charge for evaluation of ecosystem function projects on the Property;

(g) temporary or seasonal outdoor activities or events ("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, except that such activities involving 100 or more people shall not exceed seven consecutive days unless Grantee gives its prior written approval of such activities, which approval shall take into consideration the number of people involved, the duration of such activities, and any other aspects thereof that may have an impact on the

conservation values being protected herein. Approval may be subject to the requirement that at the conclusion of the activity Grantor shall restore the Property to its pre-existing condition; and

(h) exploration for and extraction of gas or oil as permitted and limited in Section II Paragraph 5 (ii) below.

(ii) Educational, recreational, or religious activities are permitted on the Property, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein. (Recreational activities may include use of all or a portion of the Property as a park for passive recreational activities, such as hiking, photography, bird watching, and nature study.)

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 beginning any material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the provisions 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.

Notwithstanding the foregoing paragraph, Exhibit A designates a portion of the Property as a "Restricted Build/Limited Timbering Zone."

Within the Restricted Build/Limited Timbering Zone 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 compost, manure, fertilizers, chemicals, machinery or equipment, (d) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing a threat to human or livestock health or safety, and (e) no plowing, cultivation, filling, or other earth-disturbing activity.

Timbering is permitted on the remainder of the Property as otherwise limited in this Paragraph 4.

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 outside of the Restricted Build/Limited Timbering Zone (i) on less than 10 acres of the Property, (ii) for the construction of permitted roads, trails, utilities, buildings, structures, or ponds, (iii) for firewood for domestic use, (iv) which are invasive species, (v) which pose a threat to the health or safety of persons, property, or livestock, (vi) which are dead, diseased, or

dying, (vii) for the health of the forest, or (viii) for other permitted uses on the Property except timber harvesting

5. 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 ponds (but not stormwater retention 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, (d) as required in the construction of permitted buildings, structures, roads, and utilities or (e) as permitted and limited in Section II Paragraph 5 (ii) below with respect to the qualified mineral interest hereby retained by Grantor in subsurface gas and oil only and the right to explore for and extract such hydrocarbons.

(ii) As of the date of this Easement Grantor is the owner of the entire Property including the mineral rights located under the surface of the Property; such mineral rights have not been severed from the surface of the Property. The method of exploration and extraction of gas or oil and the measures that will be taken to protect the conservation values of the Property used during and after completion of exploration and extraction (the "gas or oil plan") must be approved by Grantee in writing, complied with by Grantor, and meet the following general requirements: (a) such method must not be inconsistent with the particular conservation values protected by this Easement, (b) such method must have only a limited, temporary, localized impact on the Property, (c) such method must not be irretrievably destructive of any significant conservation interests, and (d) any surface alteration of the Property is to be restored to its original state at the conclusion of the mining activity.

The gas or oil plan shall specifically provide for the following: (a) any buildings, structures, or facilities used for gas or oil exploration, extraction, production, or storage on the Property shall be contained within no more than one gas well site and one oil well site no more than three acres in size each, having no more than four wells per well site, and all well sites and wells shall be located outside of the designated No Mining Areas shown on Exhibit M attached hereto and made a part hereof, (b) any pond used for gas or oil exploration, extraction, or production on the Property shall not exceed 10 acres in size, shall be located outside of the designated No Mining Areas shown on Exhibit M, and may only be used for water supply and not for storage or disposal of hydrofracking fluids or any waste products of the mining process, (c) the drilling pad and any exploration, production, development, or storage facilities (except for a drilling rig, which may be utilized at the well site for not more than 120 days) must be concealed from public view by vegetation, the natural topography, or permitted buildings and structures on the Property, and (d) Grantor must pay a flat fee of \$1,000 plus staff hours billed at hourly rate for each hour after an initial 30 hours for (1) review of

the gas or oil plan, lease, surface-use agreement, and any other documents required or entered into for gas or oil exploration and extraction from the Property and (2) for monitoring and enforcement of these restrictions by Grantee or a retained consultant.

Grantor shall not lease any subsurface gas or oil mineral rights unless the gas or oil lease, any accompanying surface-use agreement, and/or any other instruments involving the leasing of such rights requires that exploration for and extraction of gas or oil are carried out in compliance with all terms and conditions of this Easement, and makes Grantee a party thereto. Grantor shall provide such documents to Grantee for Grantee's review, approval, and execution. Any such documents shall be recorded in the aforesaid clerk's office.

(iii) Grantee may require appropriate sediment and erosion control practices to be undertaken for the construction of buildings, structures, roads or utilities that require Grantee approval in Section II Paragraph 2 (i) above, as a condition of such approval.

(iv) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in Section II Paragraph 5 (i) (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 and dredging on or from the Property are prohibited. Subsurface mining on or from the Property is prohibited except as set forth above and below with respect to oil and gas exploration and extraction.

(v) Exploration for and extraction of gas or oil from under the surface of the Property by horizontal or slant drilling from well sites on adjacent or nearby properties is permitted.

6. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property. The Grantor and Grantee hereby acknowledge a "pre-existing" dump and at least two abandoned travel trailers on the Property at the time of this deed, which are documented in the permanent files of the Grantees and which are not visible to the traveling public. No additional trash shall be added to the existing dump and no additional dumps shall be permitted on the Property. Grantor is not required to remediate any condition existing as of the date of this Easement.
7. **SIGNS.** No billboards or other signs may be displayed on the Property, except for signs that relate to the Property or to permitted activities (including

commercial activities) thereon. Temporary political signs are allowed. No sign visible from outside the Property shall exceed thirty-two square feet in size.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
2. **ENFORCEMENT.** Grantee, 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 donation; (ii) in Grantee's discretion, to require restoration of the Property to its condition prior to a violation of the terms hereof, provided that such prior condition was in compliance with the restrictions and consistent with the purpose of this Easement; (iii) to recover any damages arising from non-compliance; and (iv) to enjoin non-compliance by temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent or mitigate such damage to or changes in the condition of the Property from such causes. 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 donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift, 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 gift. 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. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record) including, but not limited to, any mortgages or deeds of trust not subordinated to 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 dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or

building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in 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 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 Capitol Place Building, 1108 East Main Street, Suite 700, 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 2408 Twin Lake Road, Virginia Beach, VA 23454.

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 donation 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.
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 and (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations.
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. The values applicable for purposes of the calculations required by this Paragraph 12 shall be the values finally determined for purposes of any federal income tax deduction allowed with respect to the conveyance of this Easement.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
14. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement in whole or in part, such extinguishment can be carried out only by judicial proceedings and only if in compliance with Section 10.1-1704 and IRC Section

170 (h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from 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. 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 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 Pulaski County, Virginia.
16. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
17. **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.
18. **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.
19. **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.
20. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Pulaski, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

21. **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.

WITNESS the following signatures and seals:

[Counterpart signature pages follow.]

[Counterpart signature page 1 of 2]

William G. Bryson, Trustee
 Grantor, William G. Bryson, Trustee
 The William G. and Peggy B. Bryson
 Revocable Trust

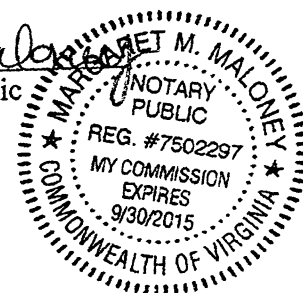
COMMONWEALTH OF VIRGINIA,
 CITY/COUNTY OF VIRGINIA BEACH, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of January,
 2013 by William G. Bryson.

Margaret M. Maloney
 Notary Public

My commission expires: 9/30/2015
 Registration No. 7502297

(SEAL)



Rebecca Ellen Proaps, Trustee
 Grantor, Rebecca Ellen Proaps, Trustee
 The William G. and Peggy B. Bryson
 Revocable Trust

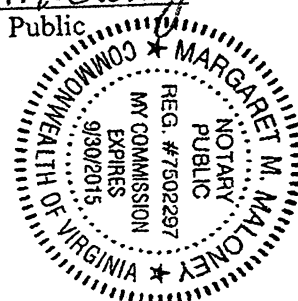
COMMONWEALTH OF VIRGINIA,
 CITY/COUNTY OF Virginia Beach, TO WIT:

The foregoing instrument was acknowledged before me this 30th day of January,
 2013 by Rebecca Ellen Proaps.

Margaret M. Maloney
 Notary Public

My commission expires: 9/30/2015
 Registration No. 7502297

(SEAL)



[Counterpart signature page 2 of 2]

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 7th day of February, 2013 by Tamara A. Vance, a Deputy Director/~~Staff Attorney~~ of the Virginia Outdoors Foundation.

Jennifer D. Hubbard
Notary Public

My commission expires: 30 June 2015
Registration No. 7283689



80°44'30"W

36°58'0"N

36°58'0"N

Claytor Lake/New River

No buildings and limited timbering
within 200 foot buffer from
southern boundary
of New River Trail



Legend

- Access road
- ▣ Restricted Build/Limited Timbering Zone
- New River Trail State Park
- Easement boundary

80°44'30"W

Projection: Lambert Conformal Conic
GCS North America 1983
Datum: D North America 1983

Map created 2/6/13 by Ruth Babylon.
Source data provided by 2005 survey.

This map is for general reference and display
purposes only.

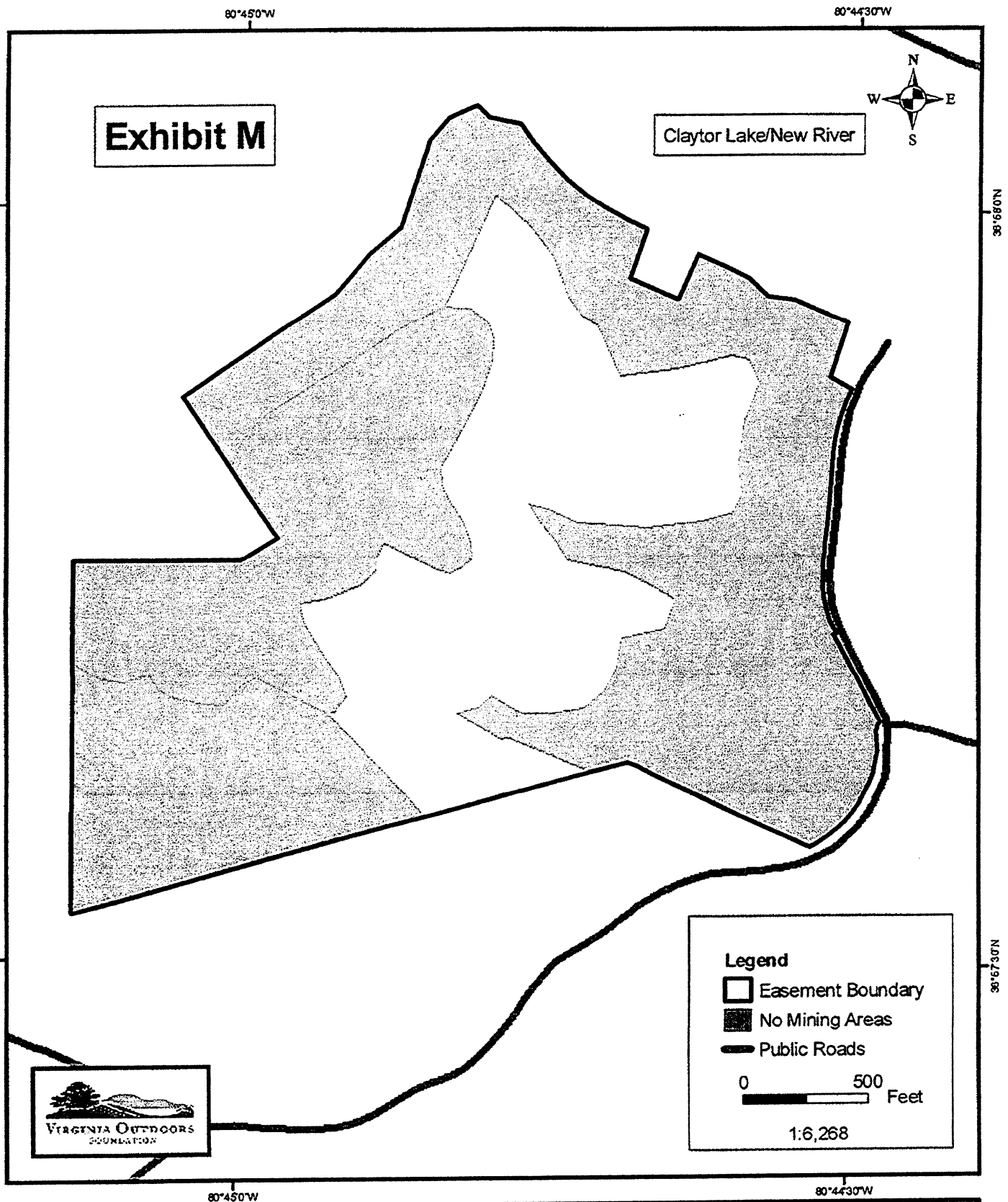
EXHIBIT A

The William B. and
Peggy G. Bryson
Revocable Trust

0 Feet 300

1:3,600





Map Projection: Lambert Conformal Conic
 Tlc Marks: Latitude/Longitude - DMS
 Datum: North America Datum 1983

Map created 12/10/2012 by Neal Kilgore - VOF
 Source data provided by survey, Gay and Neal, Inc.,
 July 29, 2005 recorded in Pulaski County Clerk's Office

This map is for general reference and display
 purposes only.

Exhibit M - No Mining Areas **The William G. and Peggy B.** **Bryson Revocable Trust U/A** **148 acres (+ or -); Pulaski County**

This map delineates areas off-limits to mining based on slopes greater than 30% and scenic views from the New River (Claytor Lake), New River Trail, and the State Park campground. The actual location of these limiting features may change over time. All mineral extraction locations must be approved by the Virginia Outdoors Foundation.