

Reviewed by John C. Singleton  
P.O. Box 116  
Warm Springs, VA 24484

Instrument No.

06000568Date: 12/21/06

Tax Map #: 66 (a) 12

**Virginia Outdoors Foundation**  
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

THIS DEED OF GIFT OF EASEMENT is made this 20<sup>th</sup> day of December, 2006 among PRITCHARD HOLDING, L.L.C., a Virginia limited liability company (the "Grantor"); the VIRGINIA OUTDOORS FOUNDATION (the "VOF"), an agency of the COMMONWEALTH OF VIRGINIA, whose address is 203 Governor Street, Suite 302, Richmond, VA 23219; FIRST AND CITIZENS BANK (the "First Lienholder Bank) whose address is P.O. Box 529, Monterey, VA 24465; VERNON D. WOODDELL, Trustee (the "First Lienholder Trustee"); WHITNEY NATIONAL BANK (the "Second Lienholder Bank) whose address is 228 St. Charles Avenue, New Orleans, LA 70130; D. BRIAN RICHARDSON, Trustee (the "Second Lienholder Trustee");

**WHEREAS**, the Open Space Land Act of 1966, Chapter 461 of the 1966 Acts of the Assembly, (Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended) (the "Open Space Act") declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land; and

**WHEREAS**, Chapter 18, Title 10.1, §§10.1-1800 through 10.1-1804 of the Code of Virginia (1950), as amended (the "VOF Statutes"), declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation ("VOF") to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

**WHEREAS**, Grantor is the fee simple owner of the Property (defined below); and

**WHEREAS**, the Property possesses significant natural, scenic, and open-space values as hereinafter described, the preservation of which will benefit the citizens of the Commonwealth; Grantor and Grantee desire to protect in perpetuity such values of the Property; and Grantor and Grantee intend to accomplish such protection by restricting the use of the Property through the conveyance and acceptance of this "open-space easement" under the Open Space Act as hereinafter set forth; and

**WHEREAS**, as required under §10.1-1700 of the Open Space Act, the purposes of this easement include retaining and protecting the natural and open-space values of the Property, assuring its availability for agricultural, forestal, and open-space use, protecting natural resources, and maintaining or enhancing water quality, all as more particularly set forth below; and

**WHEREAS**, as required under §10.1-1701 of the Open Space Act, the use of the Property for open-space land conforms to the Highland County Comprehensive Plan 1994-2014 (the "Comprehensive Plan"), as more particularly set forth in this paragraph. The preservation of the Property will further the 1999-2004 Highland County Comprehensive Plan's goal to maintain Highland's predominantly rural character and local water resources and unique aquatic habitats and to conserve the County's soil resources by the use of agricultural and forestal districts, conservation easements, land use taxation, historical landmarks designation, Virginia Byway designation, and cluster development; and

**WHEREAS**, the Jackson River flows through the Property and it is a tributary of the James River, which eventually flows into the Chesapeake Bay; and

**WHEREAS**, the Property contains a spring-fed pond and a vernal pool; and

**WHEREAS**, the Property encompasses the slopes of Little Mountain from ridge top to river valley including a variety of terrains including steep slopes, gentle grades and river valley; and

**WHEREAS**, approximately 100 acres of the Property are open grassland, the remaining is slopes forested primarily with oak hickory and maples; and

**WHEREAS**, the Property is home to a large community of wildlife species such as deer, turkey, squirrel, black bear, and golden and bald eagles; and

**WHEREAS**, the Property fronts U.S. Route 220 for nearly two miles and is visible for almost six miles along the same road and provides scenic enjoyment to the driving public; and

**WHEREAS**, the Property contains a cave, various sinkholes, and other characteristics normally associated with karst topography; and

**WHEREAS**, the Property is adjacent to other lands in conservation easement held by the Grantee and contributes to the open-space character of that land; and

**WHEREAS**, this easement is intended to constitute a "qualified conservation contribution" as that term is defined in § 170(a)(1) 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, or the corresponding provisions of any subsequent federal tax laws, and the applicable regulations and rulings issued thereunder) (the "IRC"), as more particularly explained below; and

**WHEREAS**, the Grantee is a "qualified organization" as defined in § 170(h)(3) of the IRC; and

**WHEREAS**, this easement is granted "exclusively for conservation purposes" under §170(h)(1)(C) of the IRC because it effects "the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" as provided under §170(h)(4)(a)(ii) of the IRC, as follows:

The Property is a significant natural area that qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem." The Property contains existing and recovering wildlife and plant habitat in its forest, riparian areas, and agricultural land.

This easement protects the wildlife and plant habitat on the Property by, among other things, restricting development, construction, and excessive timbering activities on the Property, thus preventing excessive fragmentation and degradation of the habitat; and

**WHEREAS**, in addition, this easement is intended to be granted "exclusively for conservation purposes" under §170(h)(1)(C) because it complies with the "open space" conservation purpose test under §170(h)(4)(A)(iii) of the IRC. Specifically, the preservation of open space on the Property (i) is, as described above, pursuant to clearly delineated state and local governmental conservation policies that indicate the type of property identified by representatives of the general public as worthy of preservation and (ii) is intended to yield a significant public benefit as described below:

This easement protects the Property from inappropriate development, which existing and foreseeable trends in the vicinity of the Property indicate is increasing and which could contribute to the degradation of the scenic and natural character of the area.

The Property has nearly two miles of road frontage and is visible for nearly six miles along U.S. Route 220. Therefore, the preservation of the open space character of the Property helps to preserve the scenic local and regional landscape in general, which attracts tourism and commerce to the area and enhances the quality of life for area residents.

The preservation of the open space character of the Property prevents excessive development, soil disturbance, and pollution on the Property, thus enhancing water quality, which in turn improves the public drinking water as well as aquatic and riparian habitat downstream in the Jackson and James Rivers as well as the Chesapeake Bay.

The preservation of the open-space character of the Property nurtures resident and migratory wildlife for the benefit and enjoyment of all; and

**WHEREAS**, the conservation values of the Property, which are more particularly described in the preceding paragraphs and documented in the Documentation (defined in Paragraph 12), include the following: (i) the wildlife and plant habitat on the Property, including existing and recovering habitat for native animals, plants, and plant communities in its forest, riparian areas, and agricultural land, (ii) the watershed resources of the Property, including the substantially undeveloped, vegetated, or forested uplands and riparian areas, which contribute to the protection of clean water for human consumption and for the benefit of downstream aquatic and riparian habitat of great ecological and economic importance, and (iii) the general open space, agricultural, forest, and scenic values inherent in the Property as a substantially undeveloped parcel of land. The protection of the conservation values of the Property as provided in this easement will provide significant benefits to the public and the Commonwealth of Virginia; and

**WHEREAS**, this easement is intended to constitute "a restriction (granted in perpetuity) on the use which may be made of real property," which is "a qualified real property interest" under §170(h)(2)(C) of the IRC; and

**WHEREAS**, Grantor intends to make a charitable gift of this easement to Grantee for the exclusive purpose of preserving and protecting in perpetuity the conservation values of the Property for the benefit of the public; and

**WHEREAS**, Grantor intends that this easement will limit the use of the Property to such activities as are not inconsistent with the purpose of this easement, and Grantee has determined that the restrictions hereinafter set forth will limit the uses of the Property to those uses consistent with the purpose of this easement and not adversely affecting the conservation values of the Property, the scenic values enjoyed by the general public, and the governmental conservation policies furthered by this easement; and

**NOW, WHEREFORE**, in recognition of the foregoing, and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantor does hereby give, grant and convey to Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of, the real property containing in the aggregate approximately One Thousand Eight Hundred One and 67/100 (1,801.67) acres, together with all improvements thereon and appurtenances thereto belonging and more particularly described below (the "Property"):

All that certain tract or parcel of land, together with all improvements and appurtenances thereto belonging, lying, being and situate on the east side of U.S. Route 220, Monterey Magisterial District, Highland County, Virginia, being more particularly described as Parcel H, containing 1,801.67 acres, more or less, being more particularly described on a "compiled plat showing a division of land lying on the U.S. Route 220 and Jackson River," dated June 11, 2002, made by Jeffrey Hiner, Land surveyor, a copy of which plat is of record in the Highland County Circuit Court Clerk's Office in Plat File #4 referencing Deed Book 123. BEING the same property conveyed by Deed dated September 9, 2002, from Kenneth Daniel McKittrick, Wayne B. Booth, Larry McArthur Purvis, Gregory Herbert Lester and James N. Youngblood, to Pritchard Holding, L.L.C.,

recorded September 20, 2002 in the Clerk's Office, Circuit Court, Highland County, Virginia in Deed Book 124, page 150.

The above-described tract is shown as parcel 66 (a) 12 among the land records of Highland County and totals approximately 1,801.67 acres in the aggregate. The Property shall be considered to be one parcel for the purposes of the easement, and the restrictions and covenants of this easement shall apply to the Property as a whole rather than to any individual parcels.

AND SUBJECT, HOWEVER, to the restriction that Grantee may not transfer or convey the open-space easement herein conveyed to Grantee unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (ii) the transferee is an organization then qualifying as an eligible donee as defined by §170(n)(3) of the IRC.

Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above. The Grantor covenants that no acts or uses that are inconsistent with the conservation purposes of this easement shall be conducted or undertaken on the Property. The acts which the Grantor, its successors and assigns, covenants to do and not to do upon the Property, and the restrictions which the Grantee are hereby entitled to enforce, are and shall be as follows:

1. **TRASH.** Accumulation or dumping of trash, refuse, or junk 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, as long as such practices are conducted in accordance with applicable laws and regulations and do not damage the cave systems on the Property. The Grantor is under no obligation to remove trash and refuse from the Property that is deposited during flood events and that originates from portions of the watershed upstream from the Property.
2. **SIGNS.** Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to: (i) state the name and/or address of the owners or Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. No such sign shall exceed nine (9) square feet in size.
3. **DIVISION.** The Property shall not be divided or subdivided into, or separately conveyed as more than five (5) parcels. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that the Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met:

1. The entire adjacent parcel is subject to an existing, recorded open-space easement conveyed to the Grantee; or

2. The proposed boundary line adjustment is reviewed and approved in advance by the Board of Trustees of the VOF.

4. **MANAGEMENT OF FOREST.** The primary objectives of the forest stewardship plan shall be to maintain hardwood forest on the Property. Commercial timber harvesting shall be in accord with a forest stewardship plan approved by the Grantee. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when commercial forestry activity is undertaken. A pre-harvest plan consistent with the forest stewardship plan shall be submitted to Grantee at least 30 days prior to beginning such commercial timber harvesting.

Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial timber harvesting:

(i) limited timbering for Grantor's domestic consumption, including, without limitation, the cutting of firewood for the personal use of residents of the Property;

(ii) the cutting and removal of trees or brush in connection with the construction of fences or the maintenance of fences, fence rows and roads; or

(iii) the cutting and removal of trees that are diseased or have died naturally or which, were they not removed, would present a hazard to human or livestock health or safety.

- 4a. **RIPARIAN BUFFER.** A forested or vegetated buffer extending a minimum of 100 feet from each bank of the Jackson River shall be maintained on the Property. This buffer shall be protected from degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted, and subject to applicable law, stream bank restoration and erosion control is permitted within the buffer, provided that the water quality protection function of the buffer is not impaired.

A forested or naturally vegetated buffer extending a minimum of 50 feet from each bank of the streams as shown on the USGS topographical maps, Burnsville, Monterey SE, Mustoe and Williamsville quadrants, shall be maintained on the Property. This buffer shall be protected from degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted provided that the water quality protection function of the buffer is not impaired.

A forested or naturally vegetated buffer extending a minimum of 100 feet from the banks of the spring fed pond and vernal pools shown on the USGS topographical maps, Burnsville, Monterey SE, Mustoe and Williamsville quadrants, included in the Baseline Documentation Report, shall be maintained on the Property. These buffers shall be

protected from degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted provided that the water quality protection function of the buffers is not impaired.

Notwithstanding the above, the Grantor is permitted to construct, maintain, repair, and improve the roads and bridges within the buffer area.

**5. GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for construction to create private ponds, or as required in the construction of permitted buildings, structures, private roads, private power lines to serve permitted buildings, private water lines, private septic systems, farm and forest roads, erosion control structures (including, but not limited to: water breaks, culverts, side ditches, water course crossings and other erosion control structures) and private utilities as described in Paragraph 6. Generally accepted agricultural activities shall not constitute any such material alteration. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted buildings and private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the Open-Space Values of the Property or will damage the cave system on the Property. Mining on the Property is prohibited with the exception that the removal of surface rock is permitted on the property. For purposes hereof, "surface rock" means any loose stone that exists on the Property, including, but not limited to, stone already piled in various locations. Also permitted is the removal of stone that is hazardous to farming operations, equipment, and structures.

**6. BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure may be built or maintained on the Property other than:

**DWELLINGS:**

- (i) One primary single-family dwelling or family lodge not to exceed 6,000 square feet of above-grade enclosed area, and non-residential outbuildings or structures commonly and appropriately incidental thereto. The siting of such dwelling or lodge shall be subject to prior written approval from the Grantee, which approval shall be limited to the impact of the size, height and siting of the proposed structure on the Open Space Values of the Property.
- (ii) Up to four (4) additional primary single-family dwellings not to exceed 3,500 square feet of above-grade enclosed area each, and non-residential outbuildings or structures commonly and appropriately incidental thereto. The siting of each such dwelling shall be subject to prior written approval from the Grantee, which approval shall be limited to the impact of the size, height and siting

of the proposed structure on the Open Space Values of the Property.

- (iii) Up to five (5) secondary dwellings not to exceed 2,000 square feet of above-grade enclosed area each. Each permitted secondary dwelling must be located in sufficiently close proximity to a permitted primary single family dwelling so that such primary dwelling and secondary dwelling(s) together constitute a single residential site insofar as their combined impact on the Open-Space Values is concerned. For purposes of illustration, the parties agree that secondary and primary dwellings located within a three-to five-acre building envelope, or its functional equivalent, generally will be considered to constitute a single residential site.
- (iv) Up to three (3) primitive cabins not to exceed 400 square feet of above-grade enclosed area each. The siting of each such cabin shall be subject to prior written approval from the Grantee, which approval shall be limited to the impact of the size, height and siting of the proposed structure on the Open Space Values of the Property.

If Grantor submits for Grantee's prior written approval plans for any dwelling permitted above in which the size of the proposed dwelling exceeds the applicable limitation on above-grade enclosed area, Grantee may nevertheless approve such plans if the construction of such structure is consistent with the purposes of this easement, provided, however, that under no circumstances shall dwellings totaling in the aggregate more than 30,000 square feet of above-grade enclosed area be permitted on the Property.

#### **FARM BUILDINGS:**

- (i) Farm buildings or structures, except that a new farm building or structure exceeding 6,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure is obtained from the Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Open-Space Values of the Property; for the purposes of this subparagraph a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in paragraph 7(i).

#### **OTHER STRUCTURES:**

- (i) Hunting blinds, picnic shelters, trail shelters and wildlife observation platforms that do not exceed 400 feet in ground area individually are permitted.

- (ii) Private roads, all types of septic systems, wells, and utilities that serve permitted buildings or structures.

✓ All buildings and structures constructed above the contour line, ranging from 2,200 and 2,400 feet in elevation, as shown on the attached EXHIBIT A, must be sited as to not be seen from U.S. Route 220 during the spring and summer months and must not be sited on slopes that have a grade steeper than 20percent.

Any building or structure permitted by this Paragraph 6 and not existing at the time of execution of this easement shall be built or constructed at least 300 feet from the centerline of any public road. This prohibition shall not apply to the construction or maintenance of fencing, livestock feeding or watering troughs, mailboxes, gate posts, or permitted signs, or to the repair or replacement of any buildings or structures existing as of the date of this Deed of Gift of Easement.

No buildings or structures shall be allowed within 200 feet of the cave or sinkholes on the Property, as shown on the USGS topographical maps, Burnsville, Monterey SE, Mustoe and Williamsville quadrants, included in the Baseline Documentation Report.

- 7. INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, viticulture, aquaculture, silviculture, horticulture, and equine activities, (ii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the conservation values herein protected, and (iii) activities that can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing. Notwithstanding any other provision of this easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.
- 8. ENFORCEMENT.** Representatives of the Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative. The Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this easement as existed on the date of the gift of easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that the Grantor failed to comply with this easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to

any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by the Grantee.

10. **NOTICES TO GRANTEE.** The Grantor shall notify the Grantee in writing at, or prior to, closing on any *inter vivos* transfer or sale of the Property. This deed of easement shall be referenced by deed book and page number, or instrument number, in any deed conveying any interest in the Property. The Grantor shall notify the Grantee in writing prior to undertaking any activity on the Property that may be inconsistent with the Open-Space Values or the Restrictions.
11. **EXTINGUISHMENT.** The Grantor and the Grantee intend that this easement be perpetual and not be extinguished, and extinguishment of this easement is not permitted under the Open-Space Land Act, Virginia Code Section 10.1-1700 *et seq.* Restrictions set forth in the easement can be extinguished only by judicial proceeding in a court of competent jurisdiction and only if such extinguishment also complies with the requirements of Section 10.1-1704 of the Virginia Code. In any sale or exchange of the Property subsequent to such extinguishment, the Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set forth below, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. The Grantor agrees that the donation of the perpetual conservation restriction in this easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least 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 Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this easement and of the Open-Space Land Act. No part of the Property may be converted or diverted from open-space uses as herein defined except in accordance with Virginia Code Section 10.1-1704.
12. **DOCUMENTATION.** 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 Documentation may be used to determine compliance with and enforcement of the terms of the Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to the donation, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the documentation supplied and contained in the files of Grantee is an accurate representation of the Property.
13. **SUCCESSORS IN INTEREST.** The covenants, terms, conditions and restrictions contained in this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

**14. ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement. This easement shall not be construed to permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation.

If any provision of this easement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid, the remaining provisions of this easement shall not be affected thereby.

First and Citizens Bank herein, the First Lienholder Bank, is the Noteholder under a certain Deed of Trust dated September 20, 2002 and recorded in the Clerk's Office of the Circuit Court of Highland County, Virginia in Deed Book 124 at Page 156, which subjects the Property to the First Lienholder Bank's lien. The First Lienholder Bank hereby consents to the terms and intent of this easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement and joins in the Deed to reflect its direction to the First Lienholder Trustee to execute this Deed to give effect to the subordination of such Deed of Trust to this Deed of Easement.

Whitney National Bank herein, the Second Lienholder Bank, is the Noteholder under a certain Deed of Trust dated December 4, 2006 and recorded in the Clerk's Office of the Circuit Court of Highland County, Virginia as Instrument No. 060000548, which subjects the Property to the Second Lienholder Bank's lien. The Second Lienholder Bank hereby consents to the terms and intent of this easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement and joins in the Deed to reflect its direction to the Second Lienholder Trustee to execute this Deed to give effect to the subordination of such Deed of Trust to this Deed of Easement.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or, use with respect to the Property. The Grantors hereby retain the exclusive right to such access and use, subject to the terms hereof.

The parties hereto agree and understand that any value of this easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Treas. Reg. §1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Virginia Outdoors Foundation makes no express or implied warranties regarding whether any tax benefits will be available to Grantor from donation of this easement, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits that might be transferable. The parties hereto intend that the easement conveyed herein shall be a qualified conservation contribution within the meaning of §170(h) of the IRC, 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. By its execution hereof, Grantee acknowledges and confirms receipt of this easement and further acknowledges that

Grantee has not provided any goods or services to Grantor in consideration of the grant of this easement.

Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of the Deputy Director of the Virginia Outdoors Foundation as authorized by the VOF Board of Trustees.

WITNESS the following signatures and seals.

GRANTOR:

PRITCHARD HOLDING, L.L.C.

By:

*[Handwritten signature]*

Its:

*Member*

STATE OF LOUISIANA,  
~~CITY/COUNTY OF~~ ORLEANS, TO WIT:  
~~PARISH~~

I, Stephen A. Landry, a Notary Public for the aforesaid, hereby certify that Thomas W. Pritchard, Member of Pritchard Holding, L.L.C., Grantor, personally appeared before me this day and acknowledged the foregoing instrument pursuant to due authority.

WITNESS my hand and official seal this 20<sup>th</sup> day of December, 2006.

My commission expires:

SEAL

*[Handwritten signature]*  
Notary Public  
#21697