

**This deed of easement is exempt from state and local taxes pursuant  
to 7.1-22.C & 58.1-811.A.3 Code of Virginia**

**DEED OF EASEMENT FOR WILDLIFE HABITAT CONSERVATION**

THIS INDENTURE, dated as of the \_\_\_\_\_ day of August 2005 by and between the Menokin Foundation, a Virginia non-stock corporation, hereinafter referred to as Grantor, and the UNITED STATES OF AMERICA, whose address is 300 Westgate Center Drive, Hadley, Massachusetts 01035-9589, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Richmond County, Virginia more particularly described in Exhibits A (Legal Description of the Property) attached hereto and B (Baseline Report) referenced herein, which by this reference is incorporated into and made a part of this instrument, and referred to herein as the Protected Property; and

WHEREAS, the Grantee, acting through the Regional Director of the United States Fish and Wildlife Service, herein after referred to as the Service, is authorized to acquire real property or interests therein pursuant to 16 U.S.C. §§ 715k, 742f(a)(4), and 1534(a)(2), in order to preserve wildlife habitat; and

WHEREAS, the purpose of this easement is to preserve and protect in perpetuity fish and wildlife habitat, including wetland, riparian and upland plant communities, described in the Baseline Report; and

NOW THEREFORE, for and in consideration of the sum of One Million Six Hundred Thirty One Thousand Seven Hundred Ninety Dollars (\$1,631,790.00) the Grantor does hereby grant and convey with General Warranty Covenants unto the United States of America and its assigns, forever, a perpetual, exclusive, and assignable right and easement consisting of all rights, title and interests in the Property herein described, including the right of ingress and egress across the property of the Grantor and its assigns for the purpose of monitoring and enforcing the doing and refraining of activities by Grantor thereupon, and to conduct periodic plant and wildlife inventories, and to incorporate the said property as a part of the National Wildlife Refuge System, except for those rights and interests specifically reserved to the Grantor.

The Grantor covenants unto the United States of America on behalf of itself and its successors and assigns to restrict its use of the Protected Property to only those uses and activities expressly reserved in Part III. The Grantor covenants unto the United States of America on behalf of itself and its successors and assigns to refrain from doing or permitting to be done any other activity or use on the said Property and to otherwise comply with the covenants and conditions of this instrument.

Prepared by: Joan Marchi  
U.S. Fish and Wildlife Service  
300 Westgate Center Drive  
Hadley, Massachusetts 01035-9589

No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. Permission or approval of the grantee is not required for the pursuit of permitted recreational uses of the property, or for the providing of access to the public for permitted recreational uses or other permitted uses. The lands to which the terms of this agreement apply are described and located in RICHMOND COUNTY, State of VIRGINIA, and are identified as Richmond County Tax Map 11-17, to-wit:

See Exhibit A for Legal Description of Property

SUBJECT, however, to all valid existing rights-of-way for highways, roads, electrical transmission lines, telephone lines, and cable lines.

### **Part I - Definitions**

Wherever used herein, unless repugnant to the context, the term "Grantor," and any pronouns used in place thereof, shall mean and include the above-named Grantor, and its successors, assigns and all persons hereafter claiming by, under, or through said Grantor, whether or not such persons signed this Conservation Easement or had an interest in the Protected Property on the execution date of this Easement; and the term "Grantee" shall mean the above-named "Grantee" and its assigns.

### **Part II - Land Use and Affirmative Rights Conveyed**

#### **A. Land Use**

The parties acknowledge that a Baseline Report will be prepared for the property, at the expense of the Grantee, to document the physical and biological characteristics of the property at the time of the grant of this easement. A copy of this Report shall be maintained on file by both the Grantor and the Grantee and by this reference made a part hereof. The parties hereby acknowledge that the Report will accurately reflect the condition of the property subject to this easement at the time of conveyance. The Grantor, for itself, and for its successors and assigns, lessees, and any other person claiming under it, covenant and agree that it will cooperate in the maintenance and protection of all wetland and wildlife habitat areas, delineated on the map(s) attached hereto as Exhibit B, for the protection of fish and wildlife resources.

This easement shall limit the use of the property to activities that are consistent with the conservation purposes identified herein, including migratory bird conservation, forestry, wetland protection, environmental education, hunting, fishing, and those uses and practices consistent with the terms hereof and identified in Part III. The easement shall also limit the use of the property to those recreational uses not associated with the uses and practices prohibited in Part III.

#### **B. Affirmative Rights Conveyed.**

The affirmative rights conveyed by this Easement are the following:

1. The right of the Grantee to identify, to preserve, and to protect in perpetuity the natural, ecological, and wildlife habitat features of the Protected Property, including the right to

maintain boundary markers and monuments to permit identification of the extent of the Protected Property, and any land use areas of Grantee established pursuant to the terms hereof.

2. The right of the Grantee to enter upon the Protected Property with prior notice to Grantor or Grantor's agent, and in a manner consistent with the purposes of this Conservation Easement for inspection and enforcement purposes.
3. The right of the Grantee to enforce by proceedings at law or in equity the covenants herein set forth, including the right to require the restoration of the Protected Property to its condition at the time of this grant, subject to permitted changes. Restoration shall be at Grantor's cost unless noncompliance results from Grantee's actions or from vandalism or natural causes beyond Grantor's ability to control by reasonable means.
4. The right of the Grantee to conduct wildlife and plant inventories and ecological investigations on the Protected Property, in a manner and at locations that will not unreasonably interfere with the permitted uses being made of the Protected Property.

### **Part III - Permitted Uses and Restrictions**

#### **A. Permitted Uses and Practices**

The following uses and practices by the Grantor, though not an exhaustive recital of all uses and practices of said lands, are hereby deemed to be consistent with the conservation purposes of the Easement. Any proposed activities or uses not identified below except emergency firefighting activities by Grantor, shall require prior written approval by the Grantee, acting through an authorized representative of the U.S. Fish and Wildlife Service. In addition, certain uses and practices identified below are subject to specific conditions or require prior approval. The remainder of these consistent uses set forth below shall not be precluded, prevented, or limited by the Easement:

1. Timber harvest
  - a. Non-commercial Timber Harvest - Grantor may cut, harvest or remove (i) dead or diseased trees for non-commercial use, (ii) trees that present a hazard to persons or property, or (iii) trees for firewood, posts and poles for use only on the protected property without prior approval from the Fish and Wildlife Service.
  - b. Selective Cuttings to Restore View Shed of Manor House - Grantor may cut, top or trim trees within such view shed (as shown on the baseline report) to assure a filtered view of up to 25% of the part of Menokin Bay that would be visible within such view shed, without the obstruction of vegetation, as viewed from the ruin and immediate surrounding landscape. The Grantor will maintain the forest canopy and current mix of species to the greatest extent possible and will protect exceptional trees.

2. Conduct cultural resource investigations in known or suspected archeological sites, which may involve excavations and removal of vegetation. Any disturbances greater than one acre in size will require prior consultation with the Grantee to ensure adequate protection of existing wildlife and habitat resources.
3. Construction and maintenance of single lane walking trails not to exceed eight feet in width with a permeable, non-hard surface.
4. Construction and maintenance of a canoe launch at the termination on Cat Point Creek of the existing road generally south and then west of the Manor House site and a single lane, permeable, non-hard surface access road not to exceed twelve feet in width to it from that site of the original manor house, as shown on the baseline report. Removal of vegetation will be the minimum amount necessary for the road and the launch to allow safe access for canoe launching and retrieval. A platform or pier not to exceed 100 square feet to facilitate canoe launch and retrieval is permitted
5. Re-construction and maintenance of the Menokin Landing as shown on the baseline report, including construction of a pier or dock at the Landing and a shelter for visitors arriving by water and construction and maintenance of a single lane, permeable, non-hard surface access road not to exceed twelve feet in width to the Landing from the access road described in 4 above, subject to the prior approval by Grantee of the site, size and design of any such entities.
6. Hunting of game by invitees of the Grantor under written rules to be formulated jointly by Grantor and Grantee as to the times, species and limits that are adequate to ensure protection of existing wildlife and habitat resources. Leasing of hunting privileges is permitted.

#### B. Restrictions

The following uses and practices on the property are hereby deemed to be inconsistent with the purpose of the easement, and are expressly prohibited:

1. Except where necessary for any of the uses permitted by Paragraphs 2, 3, 4 or 5 of Part III, and only under a plan having the prior written approval of the Grantee, which plan shall provide for any mitigation or replacement required by either federal or state law for damage to, or destruction of, any wetlands, draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through transfer of appurtenant water rights or otherwise of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. This includes lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through

natural or man-made causes; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water.

2. Altering the topography or other natural features by digging, excavating, plowing, disking, cutting, filling, removing or otherwise destroying the vegetative cover, except as permitted by Part III, A above.
3. Subdividing or de facto subdividing, and/or developing the area for residential, commercial, industrial or any other purposes.
4. Erecting, constructing or placing any structures, buildings or improvements including trailers, mobile homes or other temporary living quarters, except as permitted by Part III, A above.
5. Exploring for and/or developing or extracting minerals, hydrocarbons, clay, sand, gravel, soil, peat, rock or any other materials on or below the surface of the property.
6. Using or developing said lands for a game, fur, bird or fish farm, including the confinement, rearing, release and/or propagation of exotic or native game farm animals, birds, furbearers or fish as defined by the Code of Virginia.
7. Establishing or maintaining any commercial feedlot, defined for purposes of this easement as a facility used for the purpose of receiving, confining and feeding livestock for hire. Grantor may not establish or maintain any commercial feedlot on the Property, which is defined for the purpose of this easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market. Grantor may not breed, confine or raise hogs or swine on the property.
8. Dumping or disposing of household and non-household refuse or use of any material which is toxic to wildlife or considered to contaminate soil, groundwater, streams, lakes or wetlands.
9. Except as permitted by Part III, A above, constructing any new roads or granting of road right-of-way easements.
10. Except as permitted by Part III, A above, a forested hardwood buffer of 100 feet shall be maintained from all wetlands, streams and watercourses (as depicted in the Baseline Report). There shall be no harvest of timber within 100-feet of any wetland, stream or watercourse except for the removal of diseased trees, exotic species or for reasons of safety or access. With the exception of the single lane road referenced in Part III, A, 4 and 5, access shall only be accomplished by foot. Access should only be for uses that will not degrade the condition of wetland, stream or water resources.

11. Commercial timber harvest, except as permitted herein. For the purposes of this easement, the term "commercial timber harvest or thinning" is defined as any timber harvest in which the product of such harvest is sold, traded, exchanged, or used off the Protected Property. If both parties agree that harvest of trees other than prescribed in Part III, A, 1 above, is necessary to further the wildlife conservation purposes of this easement, including a) the maintenance of healthy forested habitats, b) protection of uncommon biological communities, and c) conservation of soil and water, a timber management plan shall be prepared, at the Grantor's expense, by the Virginia Department of Forestry, its assigns, or by a qualified forester selected by the Grantor. Such plan shall be submitted to the Fish and Wildlife Service for prior review and approval as not inconsistent with the purposes and intent of this easement, and if approved, all timber harvest must be conducted in accordance with said plan. Any funds that are generated from timber harvest will be deposited into a segregated account, maintained by the Grantor, for the purposes of wildlife and habitat improvements on the protected property, including restoration and maintenance of healthy forest habitats and access for environmental education and firefighting. The account is subject to periodic audit by the Grantee. Expenditures from this fund will be jointly approved by the Grantor and Grantee.

#### **Part IV - Interpretation**

If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of conserving the Protected Property as wildlife habitat. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or governmental agency having competent jurisdiction over the Protected Property.

#### **Part V - Monitoring and Enforcement Right of Grantee**

Grantee have the right to assure compliance with all of the terms, covenants and restrictions herein by means of periodic inspections of the Protected Property and enforcement at law and in equity. For such inspection and enforcement purposes, the Grantee has the right to enter the Protected Property with prior notice and in a manner consistent with the purposes of this Conservation Easement. Grantee may prepare and keep on file a Monitoring Report for each such inspection and shall make any such reports available to Grantor.

If Grantee determines, in its reasonable discretion, that a violation of this Easement has occurred or is about to occur, Grantee shall have the right, but not the obligation, to notify Grantor via certified mail, return receipt requested, and demand that the violation be stopped and that steps be taken to restore the Protected Property, subject to permitted changes made subsequently and changes for which Grantor is not responsible. Grantor is not responsible for injury to or change in the Protected Property due to unforeseen circumstances which cannot be controlled by reasonable means, such as, but not limited to, vandalism, environmental catastrophe, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein should be construed to preclude the rights of Grantor and Grantee to recover damages from any third party for vandalism, trespass or other violation of their respective rights in this Conservation Easement and the Protected Property.

If Grantor fails, with reasonable dispatch, to comply with the requirement of Grantee's notice, Grantee is

entitled to pursue its remedies at law and in equity to enforce the terms of this Conservation Easement, to recover damages and to obtain injunctive relief, including an order requiring restoration as aforesaid. Requirement of written notice is waived in matters threatening imminent harm to the conservation purposes of this grant, in which case Grantee is entitled immediately to pursue its remedies at law or in equity, ex parte as necessary, after making reasonable efforts to contact Grantor. The failure or delay of the Grantee, for any reason whatsoever, to enforce any of the provisions of this Easement shall not constitute a waiver of its right to enforce the same or any other provision hereof.

#### **Part VI - Grant in Perpetuity and Transfer**

The Conservation Easement herein granted is a burden upon and runs with the Protected Property in perpetuity and binds the Grantor, its successors and assigns forever. Incorporation by reference of this Easement must be included in any subsequent deed or legal instrument by which Grantor conveys any interest (including a leasehold) in the Protected Property. Grantor must notify Grantee in writing at least ten days in advance of any transfer, lease in excess of one year, or sale of the Protected Property.

#### **Part VI - Costs and Taxes**

Grantor agrees to bear all costs and responsibility of operation, upkeep, and maintenance of its reserved rights in the Protected Property. In addition, Grantor agrees to pay and discharge when due any and all real property taxes and assessments levied by competent authority on the Protected Property.

#### **Part VIII - Miscellaneous**

- A. If any provisions of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- B. Should it be necessary for Grantee to provide notice to Grantor in connection with any matter relating to this Conservation Easement, notice to the record owner or owners, of a majority interest in the Protected Property, shall be deemed notice to all the owners of the Protected Property. In the event that the Protected Property is owned by a partnership, trust or corporate entity, notice to one general partner, the trustee or the registered agent, shall be deemed notice to all owners. Any consent, agreement or approval made in writing by the person or persons to whom notice is required as aforesaid shall be deemed the consent, agreement or approval of Grantor and be binding on all owners of the Protected Property.
- C. This Conservation Easement grant is made by Grantor with the understanding that the conservation purposes for which it is given may be protected or furthered under circumstances that may justify modification of certain specific terms of this easement. To this end, Grantor and Grantee may agree in writing to modify the terms of this Conservation Easement to the extent that such modification furthers the purposes of this Conservation Easement, or does not permit additional development, and does not have an adverse effect on the conservation values to be

protected by this grant; subject to any procedural requirements imposed on Grantee by law.

- D. Grantor agrees to notify Grantee before exercising any reserved rights that may have a significant impact on the conservation purposes of this grant. Any required notices to Grantee shall be made by certified mail, return receipt requested, addressed to Refuge Manager, Rappahannock River Valley National Wildlife Refuge, P.O. Box 1030, Warsaw, VA 22572, or to any change in address made by Grantee in written notice to Grantor by certified mail, return receipt requested. Grantor's notice must include sufficient information to enable Grantee to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Within thirty (30) days of receipt of Grantor's written notice made in compliance herewith, Grantee will reply in writing, either approving or objecting with specific suggestions to guide Grantor in modifying proposed plans to bring them into compliance with the terms of this Conservation Easement. Permission will not be unreasonably withheld or conditioned by Grantee. Grantee's failure to reply within thirty (30) days of receipt of Grantor's written notice made in compliance herewith shall constitute Grantee's approval of any activity not expressly prohibited herein.

#### **Part X - Condemnation and Extinguishment**

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of execution of this Agreement, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

#### **Part XI - Additional Easement**

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified nonprofit organization accepts and records the additional easement.

AND THE Grantor COVENANTS with the Grantee and its assigns that it is lawfully seized in fee of the premises as shown in Exhibit A, that they are free of all encumbrances except as listed therein, that it has good right to convey this Conservation Easement to the said Grantee to hold as aforesaid; and that the Grantor and its successors and assigns shall and will WARRANT AND DEFEND the same to the said Grantee and its assigns, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, Helen Murphy, as President of the Menokin Foundation, a Virginia non-stock corporation, have hereunto set my hand and its seal this            day of August 2005.

Menokin Foundation, a Virginia non-stock corporation

\_\_\_\_\_  
By Helen Turner Murphy, President

by \_\_\_\_\_,  
Beverley Welford Roland, Secretary

Signed, sealed and delivered in the presence of:

COMMONWEALTH OF VIRGINIA  
[CITY] [COUNTY] OF \_\_\_\_\_

Personally appeared the above-named Helen Turner Murphy, President and Beverley Welford Roland, Secretary of the Menokin Foundation, a Virginia non-stock corporation, and acknowledged the foregoing instrument to be its free act and deed.

Before me: \_\_\_\_\_  
Notary Public  
Please type or print name of notary

My commission expires:

## **EXHIBIT A**

The CONSERVATION EASEMENT is located in the Commonwealth of Virginia, Marshall Magisterial District, Richmond County, situate on westerly side of Menokin Road, Virginia Secondary Route 690, approximately 1.2 miles north of Chestnut Hill Road, Virginia Secondary Route 621, and being a portion of the land known as “Menokin”, conveyed to The Menokin Foundation by deed from Thomas Edgar Omohundro, dated July 4, 1995, recorded in Deed Book 167 at Page 558, and recorded in the Clerk’s Office of the Circuit Court of Richmond County, Virginia.

The following description is based on the Virginia State Plane Coordinate System, North Zone, NAD 83 (93). Distances are grid distances. To convert to ground distances, multiply distances by the combined project scale factor of 1.00009.

Being a portion of the land identified by Richmond County, Virginia, as Tax Map 11, Parcel 19.

### **TRACT (40C,-I)**

COMMENCING at Corner 16525, an iron rod found on the westerly right of way line of Menokin Road, Virginia Secondary Route 690, and the dividing line of the entrance road of lands of The Menokin Foundation and lands now or formerly of Bladen H. Scott, Jr.;

Thence, S 68°14’49” W, with the dividing line of the entrance road of lands of The Menokin Foundation and lands now or formerly Bladen H. Scott, Jr., 1,645.83 feet to Corner 16517, an iron rod found;

Thence, S 31°50’03” E, with the dividing line of lands of The Menokin Foundation, and lands now or formerly of Bladen H. Scott, Jr., 647.01 feet to Corner 16552, a blazed 24” gum tree found;

Thence, S 30°39’15” E, with the dividing line of lands of The Menokin Foundation, and lands now or formerly of Bladen H. Scott, Jr., and lands now or formerly of Robert T. Yeatman and Michelle S. Yeatman, passing on line Corner 16561, an iron rod found at 367.75 feet, continuing for a total distance of 539.63 feet to the POINT OF BEGINNING, and Corner 16849, a standard USF&WS aluminum monument to be set;

Thence, from the POINT OF BEGINNING, with lands now or formerly of Robert T. Yeatman and Michelle S. Yeatman, the following six (6) courses and distances:

S 30°39’15” E, 243.13 feet to Corner 16850, a standard USF&WS aluminum monument to be set;

Thence, S 30°11’56” E, 488.91 feet to Corner 16851, a standard USF&WS aluminum monument to be set;

Thence, S 28°42’34” E, 205.67 feet to Corner 16587, a blazed 18” pine tree found;

Thence, S 27°42'40" E, 148.23 feet to Corner 16592, a 24" pine tree with fencing found;

Thence, S 32°14'53" E, 80.44 feet to Corner 16596, a blazed 24" pine tree found;

Thence, S 31°52'34" E, 342 feet, more or less, to Corner 16852, a point in the center of Menokin Creek, from which a standard USF&WS aluminum monument to be set as a witness bears N 31°52'34" W, 75 feet, more or less;

Thence, with the centerline meanders of Menokin Creek and lands now or formerly of Mark Alan Winters, the following twenty-four (24) courses and distances:

S 71°43'08" W, 200.39 feet to Corner 16853;

Thence, S 42°52'39" W, 329.26 feet to Corner 16854;

Thence, S 60°37'57" W, 602.89 feet to Corner 16855;

Thence, S 73°22'17" W, 418.82 feet to Corner 16856;

Thence, S 50°32'12" W, 86.46 feet to Corner 16857;

Thence, S 18°01'03" W, 141.56 feet to Corner 16858;

Thence, S 63°03'46" W, 100.81 feet to Corner 16859;

Thence, N 71°50'37" W, 102.28 feet to Corner 16860;

Thence, N 84°33'44" W, 134.12 feet to Corner 16861;

Thence, S 69°20'51" W, 189.97 feet to Corner 16862;

Thence, N 77°57'31" W, 100.49 feet to Corner 16863;

Thence, N 61°19'24" W, 81.81 feet to Corner 16864;

Thence, S 71°05'44" W, 53.73 feet to Corner 16865;

Thence, S 13°31'05" W, 139.00 feet to Corner 16866;

Thence, S 14°13'33" E, 209.35 feet to Corner 16867;

Thence, S 19°43'20" W, 66.29 feet to Corner 16868;

Thence, S 00°13'59" E, 160.00 feet to Corner 16869;

Thence, S 41°16'05" W, 244.38 feet to Corner 16870;

Thence, S 07°04'29" E, 247.12 feet to Corner 16871;

Thence, S 41°37'51" W, 245.07 feet to Corner 16872;

Thence, S 83°14'23" W, 221.53 feet to Corner 16873;

Thence, S 42°17'57" W, 110.81 feet to Corner 16874;

Thence, S 06°50'13" W, 188.60 feet to Corner 16875;

Thence, S 53°51'28" W, 464.13 feet to the approximate intersection of the centerline meanders of Menokin Creek with the approximate mean low water line of Cat Point Creek, and Corner 16876;

Thence, with the approximate mean low water line of Cat Point Creek, the following six (6) courses and distances:

N 10°33'52" W, 441.33 feet to Corner 16877;

Thence, N 39°20'03" W, 541.82 feet to Corner 16878;

Thence, N 58°53'04" W, 456.26 feet to Corner 16879;

Thence, N 71°23'02" W, 392.09 feet to Corner 16880;

Thence, N 59°31'28" W, 227.12 feet to Corner 16881;

Thence, N 42°15'14" W, 237.69 feet to the approximate mean low water line of Menokin Bay, and Corner 16882;

Thence, with the approximate mean low water line of Menokin Bay, the following twelve (12) courses and distances:

N 06°30'22" E, 285.44 feet to Corner 16883;

Thence, N 36°10'29" E, 461.35 feet to Corner 16884;

Thence, N 28°46'52" E, 279.37 feet to Corner 16885;

Thence, N 37°05'15" W, 263.15 feet to Corner 16886;

Thence, N 01°40'18" W, 883.55 feet to Corner 16887;

Thence, N 39°46'53" W, 206.31 feet to Corner 16888;

Thence, S 88°50'04" W, 110.98 feet to Corner 16889;

Thence, N 67°48'48" W, 251.27 feet to Corner 16890;

Thence, N 10°07'28" W, 165.65 feet to Corner 16891;

Thence, N 35°51'39" W, 133.77 feet to Corner 16892;

Thence, N 53°31'47" W, 162.60 feet to Corner 16893;

Thence, S 89°18'47" W, 250.83 feet to lands now or formerly of Charlene M. MacCue, and Corner 16894;

Thence, with lands now or formerly of Charlene M. MacCue, the following seventeen (17) courses and distances:

N 01°08'01" W, 539 feet, more or less, to Corner 16896, a standard USF&WS aluminum monument to be set, from which a standard USF&WS aluminum monument to be set as a witness bears S 01°08'01" W, 200.00 feet;

Thence, N 31°40'55" W, 264.73 feet to Corner 16897, a standard USF&WS aluminum monument to be set;

Thence, N 15°51'11" W, 478.95 feet to Corner 16898;

Thence, N 34°03'37" E, 376.95 feet to Corner 16899;

Thence, N 50°24'57" E, 327.04 feet to Corner 16900, a standard USF&WS aluminum monument to be set;

Thence, S 63°20'48" E, 182.78 feet to Corner 16901, a standard USF&WS aluminum monument to be set;

Thence, N 83°23'08" E, 142.55 feet to Corner 16902, a standard USF&WS aluminum monument to be set;

Thence, S 88°22'37" E, 227.65 feet to Corner 16903;

Thence, N 67°54'35" E, 329.31 feet to Corner 16904;

Thence, N 46°35'59" E, 133.60 feet to Corner 16905;

Thence, S 89°15'55" E, 305.08 feet to Corner 16906, a standard USF&WS aluminum monument to be

set;

Thence, N 61°45'26" E, 314.18 feet to Corner 16907, a standard USF&WS aluminum monument to be set;

Thence, N 31°40'32" E, 378.64 feet to Corner 16908, a standard USF&WS aluminum monument to be set;

Thence, N 03°28'37" W, 208.76 feet to Corner 16909, a standard USF&WS aluminum monument to be set;

Thence, N 06°48'48" E, 595.90 feet to Corner 16910, a standard USF&WS aluminum monument to be set;

Thence, N 18°43'26" E, 566.96 feet to Corner 16746, a T-Bar found;

Thence, N 62°32'18" E, 196.56 feet to lands now or formerly of Mark Alan Winters, and Corner 16911, a standard USF&WS aluminum monument to be set;

Thence, with lands now or formerly of Mark Alan Winters, the following three (3) courses and distances:

S 02°16'21" E, 995.90 feet to Corner 16912, a standard USF&WS aluminum monument to be set;

Thence, S 48°36'36" E, 1,288.15 feet to Corner 16644, a standard USF&WS aluminum monument to be set in a stump found;

Thence, S 34°36'24" E, 958.52 feet to Corner 16913, a standard USF&WS aluminum monument to be set;

Thence, through lands of The Menokin Foundation, the following eight (8) courses and distances:

S 86°58'42" W, 270.69 feet to Corner 16914, a standard USF&WS aluminum monument to be set;

Thence, N 62°43'08" W, 1,375.51 feet to Corner 16915, a standard USF&WS aluminum monument to be set;

Thence, S 60°16'22" W, 1,432.49 feet to Corner 16916, a standard USF&WS aluminum monument to be set;

Thence, S 11°29'08" W, 656.90 feet to Corner 16917, a standard USF&WS aluminum monument to be set;

Thence, S 22°31'34" E, 472.24 feet to Corner 16918, a standard USF&WS aluminum monument to be set;

Thence, S 55°51'48" E, 1,372.08 feet to Corner 16919, a standard USF&WS aluminum monument to be set;

Thence, S 67°27'30" E, 733.55 feet to Corner 16920, a standard USF&WS aluminum monument to be set;

Thence, N 60°28'54" E, 1,908.15 feet to the PLACE OF BEGINNING, containing 332.2 acres, more or less.

EXCLUDING from the above described TRACTS (40C,-I), one (1) parcel of land designated as THE MENOKIN TRACT (40C-I), containing 6.6 acres, more or less, leaving a remaining acreage of 319.2 acres, more or less, for THE MENOKIN TRACT (40C).

#### **TRACT (40C-I)**

This tract of land may be subject to the interests of the Commonwealth of Virginia, the public and adjoining land owners, and being a portion of the land described in the above mentioned deeds, and being more particularly described as follows:

Being all of the land, lying between THE MENOKIN FOUNDATION (TRACT 40C), the centerline meanders of Menokin Creek, and the mean high water line of Menokin Creek, and the easterly mean low water line of Cat Point Creek and Menokin Bay and the easterly mean high water line of Cat Point Creek and Menokin Bay, as delineated on a map tracing designated as THE MENOKIN FOUNDATION TRACT (40C-I), containing 6.6 acres, more or less.

#### **TRACT (40CR)**

The remaining lands of The Menokin Foundation are subject to rights of ingress and egress for the U.S. Fish and Wildlife Service for access to THE MENOKIN FOUNDATION (TRACTS 40C,-I) for Conservation Easement management and enforcement.

The above three (3) tracts of land, containing in the aggregate, 325.8 acres, more or less, are delineated on a map tracing designated as THE MENOKIN FOUNDATION TRACTS (40C,-I,R), bearing the date of August 13, 2005, to be recorded in the files of the Department of the Interior, Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589.