

**Prepared by:**

George Clemon Freeman, Jr. (Va. S.B. No. 05460)  
314 Oyster Shell Lane  
Callao, VA 22435

TAX MAP NO. 11-17 Parcel (174.654 acres)

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

THE "MENOKIN CORE AREA"  
MARSHALL MAGISTERIAL DISTRICT  
RICHMOND COUNTY, VIRGINIA  
DHR file no.: 079-0011

THIS DEED OF GIFT OF EASEMENT, made this \_\_\_\_ day of November, 2008, between, MENOKIN FOUNDATION, a Virginia non-stock corporation, whose current address is P.O. Box 1221, Warsaw, Virginia 22572, and its successors and assigns, herein collectively called the "Grantor", and the VIRGINIA BOARD OF HISTORIC RESOURCES ("VBHR"), an agency of the Commonwealth of Virginia, the "Grantee," whose current address is 2801 Kensington Avenue, Richmond, Virginia 23220.

WITNESSETH:

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, as amended) 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, Article XI of the 1971 Constitution of the Commonwealth of Virginia declares the preservation of historic properties and sites to be a goal and obligation of state government and, Section 1, "Natural resources and historical sites of the Commonwealth," provides that "[I]t shall be the policy of the Commonwealth to conserve, develop, and utilize its nature resources, its public lands, and its historic sites and buildings. Further, it shall be the Commonwealth's policy to protect its atmosphere, lands, and water from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth"; and

WHEREAS, Chapter 22, Title 10.1 of the Code of Virginia of 1950, as amended, was enacted to support the preservation and protection of the Commonwealth of Virginia's significant historic, architectural, archaeological, and cultural resources, and charges the Virginia Board of Historic Resources to designate as historic landmarks to be listed in the Virginia Landmarks Register such

buildings, structures, districts, and sites which it determines to have local, statewide, or national significance, and to receive properties and easements in gross or other interests in properties for the purpose of, among other things, the preservation and protection of such designated landmarks; and

WHEREAS, the Grantor is the owner in fee simple of the real property consisting of 500 acres within the Marshall Magisterial District of Richmond County, Virginia, (hereinafter “The Menokin Lands”) on which land are located the ruins of Menokin, the home of Francis Lightfoot Lee, one of the signers of the Declaration of Independence, and which lands are listed in both the National Register of Historic Places and the Virginia Landmarks Register and which have been designated by the Secretary of the Interior to be a National Historic Landmark; and

WHEREAS, the Menokin Lands possess significant historic, archaeological, scenic, natural, open-space, and ecological values (the “Open Space Values”), the preservation of which benefit the citizens of the Commonwealth; and

WHEREAS, the Menokin Lands contain agricultural fields, forest land, and wetlands, and it borders on Cat Point Creek, Menokin Bay and its tributaries, all of which are within the Rappahannock River and Chesapeake Bay watersheds; and

WHEREAS, the protection of water quality within the Chesapeake Bay watershed and specifically along riparian corridors of significant waterways within the watershed such as the Rappahannock River, contributes to the following governmental conservation policies: (1) the Virginia Water Quality Improvement Fund was enacted in part to meet the Commonwealth of Virginia’s commitments under the Chesapeake Bay Agreement, Section 10.1-2124 of the Code of Virginia as amended; (2) in the Chesapeake 2000 Agreement, the Governor of the Commonwealth of Virginia and the Administrator of the United States Environmental Protection Agency acknowledged that “future development will be sustainable only if we protect our natural and rural resource land, limit impervious surfaces and concentrate new growth in existing population centers;” and (3) a goal of the Chesapeake 2000 agreement is to “expand the use of voluntary and market-based mechanisms such as easements ... to protect and preserve natural resource lands.”; and

WHEREAS, the 2002-2003 Biennial Report of the Virginia Land Conservation Foundation, dated January 2004, states that meeting Virginia’s land preservation goals under the Chesapeake 2000 Agreement “requires the conservation of 432,535 acres by 2010 or 61,791 acres per year.”; and

WHEREAS, the Comprehensive Plan of Richmond County, Virginia, adopted March 20, 2001, has for its goal under the heading of Natural Resources and the Environment: “To protect the integrity and value of archaeological and historic resources in Richmond County.” The said Comprehensive Plan has among its objectives of this goal: “To protect Richmond County’s important historic structures from degradation and destruction.” A recommendation for the achievement of the goal is: “Encourage the granting of archaeological easements.”

WHEREAS, Grantee holds an open-space easement of 2 acres more or less on the historic MENOKIN CURTILAGE by a deed from the Menokin Foundation dated August 21, 1997, which is recorded in the Clerk’s Office of the Circuit Court of Richmond County in Deed Book 179, page 17 (DHR file 995) which defines the “MENOKIN CURTILAGE” as: “that portion of the Menokin property

surrounding the ruins of the Menokin House which is located within a rectangle, such side of which is a straight line located two hundred feet from and parallel to the nearest side of the foundation of the ruins of the Menokin manor house”; and

WHEREAS, the Grantor on August 26, 2005 granted the U. S. Fish and Wildlife Service, an agency of the United States government, a perpetual “Deed of Easement for Wildlife Habitat Conservation” on a portion of the Menokin Lands totaling 325.8 acres bordering on the Menokin Creek, Cat Point Creek, Menokin Bay and its tributaries, which is recorded in the Clerk’s Office of the Circuit Court of Richmond County in Deed Book 243, page 581; and

WHEREAS, the Grantor and the Grantee desire to protect in perpetuity the “Historic Preservation and Open Space Values” herein specified and they have determined that conveyance of this additional easement on the remaining Menokin Land known as the “Menokin Core Area” and consisting of 172 acres more or less surrounding the “MENOKIN CURTILAGE” will further effectuate the historic and open-space protection afforded to other Menokin Land by Grantor’s conveyance to the Grantee of an easement on the MENOKIN CURTILAGE and the easement for wildlife habitat conservation held by the Federal Government.”

WHEREAS, the Grantor and the Grantee intend to accomplish such protection by restricting the use of the Menokin Core Area as hereinafter set forth; and

WHEREAS, the conservation purpose of this additional easement is to further preserve and protect in perpetuity the open space values and historic preservation and open space values of the Menokin Core Area; and

WHEREAS, the Grantee has determined that the restrictions hereinafter set forth (the “Restrictions”) will preserve and protect in perpetuity the historic preservation values and open space of the Menokin Core Area, which values are reflected herein and in the Grantee’s evaluation of the Menokin Core Area, and the documentation of the condition of the Menokin Core Area is contained in Grantee’s files and records; and

WHEREAS, the Grantee has determined that the Restrictions will limit the uses of the Menokin Core Area surrounding the MENOKIN CURTILAGE to those uses consistent with, and not adversely affecting, the historic preservation and open space values of all the Menokin Lands and the other governmental conservation policies furthered by the existing easements thereon; and

WHEREAS, this easement is intended to constitute (i) a “qualified conservation contribution” as that term is defined in §170(h)(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”), and (ii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (§58.1-510 *et seq.* of the Code of Virginia (1950), as amended), as more particularly explained below; 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 IRC § 170(h)(2)(c); and

WHEREAS, Grantee is a "qualified organizations" as defined in IRC §170(h)(3) and a qualified public body under the Virginia Open Space Act and as an agency of the Commonwealth of Virginia has the resources to enforce the restrictions in this easement; and

WHEREAS, this easement is granted "exclusively for conservation purposes" under IRC §170(h)(1)(C) because it effects "the preservation of certain open space (including farmland and forest land)." The preservation of open space on the Property as provided in this easement (i) is pursuant to certain clearly delineated state and local governmental conservation policies referred to herein that indicate the type of property identified by Grantee as worthy of preservation and (ii) will yield a significant public benefit, in that among other things it will: (1) protect the Menokin Core Area 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; (2) prevent the excessive development, soil disturbance, and pollution on the Menokin Core Area, thus enhancing water quality in the Rappahannock River and the Chesapeake Bay; (3) is consistent with existing conservation and preservation programs and augments open-space easements held by the Grantee in the area, including one on the historic MENOKIN CURTILAGE, and the easement held by the Federal Government on the adjacent waterfront Menokin Land, which also help to (a) preserve the scenic local and regional landscape in general and the historic landmarks therein, (b) attract tourism and commerce to the area, and (c) enhance the quality of life for area residents and visitors; and

WHEREAS, the 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 Menokin Core Area by this easement will yield a significant public benefit and further the open-space conservation objectives of the Grantee, other agencies of the Commonwealth of Virginia and the Federal Government, Grantor believes that such review and acceptance of this Easement by Grantee, which is a governmental agency, tends to establish a clearly delineated governmental policy as required under IRC §170(h)(4)(A)(iii).

NOW, THEREFORE, 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 the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of, the real estate consisting of 172 acres more or less in the Marshall Magisterial District of Richmond County, Virginia described as follows:

That 174.654 acres more or less that is part of that parcel in Marshall Magisterial District, Richmond County, Virginia fronting on Cat Point Creek (formerly Rappahannock Creek), containing five hundred acres (502.424) more or less, of which 500 acres being the same property conveyed to Menokin Foundation by Deed of Thomas Edgar Omohundro, dated July 4, 1995, recorded in the Office of the Clerk of the Circuit Court of Richmond County in Deed Book 167, page 558, and of which 2.454 acres being the same property conveyed to the Menokin Foundation by Deed of Exchange and Quitclaim of Mark Alan Winters, party of the first part, and Bladen H. Scott and Barbara C. Scott, party of the second part,

dated November 13, 2006, recorded in the said Clerk's Office in Deed Book 255, page 667, that surround the area designated as the "MENOKIN CURTILAGE" described in that deed of easement from the Menokin Foundation to the Commonwealth of Virginia Board of Historic Resources, dated August 21, 1997, which is recorded in said Clerk's Office in Deed Book 0179, page 017, but excluding from the 502.454 acres the 325.80 acres of the Menokin Lands subject to the Deed of Easement for Wildlife Habitat Conservation from the Menokin Foundation to the United States of America dated August 26, 2005, recorded at said Clerk's Office in Deed Book 243, page 581 and shown in the plat "United States Department of the Interior Fish and Wildlife Service, Rappahannock River Valley National Wildlife Refuge, the Menokin Foundation Tracts (40 C-IR)" recorded with that easement as Instrument #0501065.

AND SUBJECT, HOWEVER, to the restriction that the Grantee may not transfer or convey the open-space easement herein conveyed to that Grantee unless the Grantee conditions such transfer or conveyance of its interest herein on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

Restrictions are hereby imposed on use of the Menokin Core Area pursuant to the public policies set forth above. The Grantor covenants that no acts or uses that are inconsistent with the historic preservation and open-space purposes of this easement shall be conducted or undertaken on the Menokin Core Area. The acts that the Grantor covenants to do and not to do upon the Menokin Core Area, and the Restrictions that the Grantee is hereby entitled to enforce, are as follows:

1. **DOCUMENTATION.** The parties agree that the photographs of the Menokin Core Area, as defined above, taken by Calder Loth of the Virginia Department of Historic Resources on August 9, 2008 (VDHR negative number 24298) constitute part of the Baseline documentation of the Menokin Core Area, and accurately document the appearance and condition of the Menokin Core Area as of the date of this Easement. The negatives of the photographs shall be stored permanently in the archives of the Virginia Department of Historic Resources, which presently is located at 2801 Kensington Avenue, Richmond, Virginia, or its successors. Hereafter, the Menokin Core Area shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes that are permitted hereunder.
2. **BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure may be built or maintained on the Menokin Core Area other than:

(a) the presently existing structures, which include the Martin Kirwan King Visitors and Conservation Center which provides office space, exhibit

areas, and conservation storage, which may be enlarged for such purposes, and the trailer, dog shed and wood shed at the existing gate entrance;

(b) a gate house;

(c) three residential dwellings, total aggregate square footage of above grade gross living area shall not exceed 9,000 square feet; no single dwelling shall exceed 4,000 square feet of living area and 35 feet in height from grade to roof;

(d) reconstructions of historic buildings and structures no longer existent on the Menokin Core Area that are documented through professional historical or archeological investigations according to the Secretary of the Interior's Standards for Archaeology and Historic Preservation;

(e) a guest dormitory and dining facility;

(f) such other buildings or structures which may be needed for security, custodial or education purposes related to the use of the Menokin Core Area, the Menokin Curtilage, and the 325.8 acres of Menokin under easement for Wildlife Habitat Conservation as a historic and ecological attraction and as a preservation and/or archaeological field school or related education facility;

*provided, however,* that the prior written approval of the Grantee shall be required for the construction of any new building or structure or the enlargement or the reconstruction of any existing building or structure and based upon the findings that: (i) the impact of the size, height, design and siting of the proposed building or structure will not adversely affect the historic preservation, scenic, and open-space values of this easement, including the MENOKIN CURTILAGE, nor interfere with the wildlife refuge purposes of the easement held by the United States on Menokin land adjacent to the Menokin Core Area and (ii) the total square footage for all buildings and structures on the total 174.654 acres more or less of the Menokin Core Area will not exceed one percent of that total acreage of the Menokin Core Area.

Private roads and walking trails and utilities that serve buildings or structures permitted in this Paragraph or uses permitted by the easements on other Menokin Lands adjacent to the Menokin Core Area may be maintained or constructed.

**3. SUBDIVISION.** The Menokin Core Area shall not be divided or subdivided.

**4. ENFORCEMENT.** Representatives of the Grantee may enter the Menokin Core Area from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the Grantor or the Grantor's representatives. 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: (i) to require restoration of the Menokin Core Area to a condition

of compliance with the terms of this easement as existed on the date of the gift of the easement, as documented by the photographs referenced in Paragraphs 6 and 16, except to the extent such condition was changed in a manner consistent with the Restrictions; (ii) to recover any damages arising from non-compliance; and (iii) 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.

5. **NOTICES TO GRANTEE.** The Grantor shall notify the Grantee in writing prior to undertaking any activity on the Menokin Core Area that may be inconsistent with the open space and historic preservation values or the restrictions. The Grantor shall notify the Grantee in writing at, or prior to, closing on any *inter vivos* transfer or sale of the Menokin Core Area. This Deed of Easement shall be referenced by deed book and page number, or instrument number, in any deal conveying any interest in the Menokin Core Area.
6. **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 Menokin Core Area as a whole.
7. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Menokin Core Area 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.
8. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement, such extinguishment can be carried out only by judicial proceedings and only if in compliance with the Section 10.1-1704 and IRC Section 170 (h) and applicable Treasury Regulations. In any sale or exchange of the Property subsequent to 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 Paragraph 6 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 Menokin Core Area as a whole. Grantee shall use all its share of the proceeds from the sale of the Menokin Core Area in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
9. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Menokin Core Area's conservation values or add to the restricted property, 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 inland" or (v) affect the status of Grantees as a "qualified organization" or "eligible donee." No

amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County of Richmond, Virginia.

- 10. BASELINE DOCUMENTATION.** Baseline documentation retained in the offices of the Grantee 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. The Grantor warrants that it has made available to the Grantee, prior to the time the donation is made, baseline documentation sufficient to establish the condition of the property at the time of the gift. Such documentation is designed to protect the conservation interests associated with the property, which, although protected in perpetuity by the easement, could be adversely affected by the exercise of the reserved rights. The parties hereby acknowledge that the baseline documentation supplied and contained in the files of the Grantee is an accurate representation of the property.
- 11. SIGNS BY GRANTEE.** The Grantee, in its discretion, and upon reasonable notice to the Grantor, may erect at a location acceptable to the Grantor, a marker or sign, not exceeding two feet by two feet, which states the name of the Grantee and advises that the Grantee is a holder of the easement granted herein.
- 12. REQUESTS TO GRANTEE.** Whenever a written request for a Grantee's approval is submitted pursuant hereto, Grantee will make every effort to respond to Grantor within 60 days.
- 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 heirs, 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 discoveries, 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 and regulations.
- 15. TRASH.** Accumulation or dumping of trash, refuse, or junk is not permitted in the Menokin Core Area. 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 Menokin Core Area, as long as such practices are conducted in accordance with applicable laws and regulations.
- 16. SIGNS BY GRANTOR.** Display of billboards, signs, or other advertisements that are visible from outside the Menokin Core Area is not permitted on or over it except to: (i) state the name and/or address of the owners, (ii) advertise the sale or lease of the Menokin Core Area, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Menokin Core Area, (iv) provide notice necessary for the protection of the Menokin Core Area, (v) give directions and interpretive information to visitors, or (vi) recognize historic status or participation in a conservation program. No such sign shall exceed nine square feet in size or fail to comply with the county building ordinances.



- 17. INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, including but not limited to, viticulture, aquaculture, animal husbandry, silviculture, horticulture, forestry, (ii) activities that can be conducted within permitted buildings, (iii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Menokin Core Area, and that do not diminish the conservation and preservation values herein protected, *provided, however*, that such activities involving 100 or more people shall not exceed fourteen days in duration unless approved by the Grantee in advance in writing, and (iv) limited commercial activities that might be coincidental within the visitors center. Notwithstanding the foregoing, any commercial use of the property is permitted only to the extent such use would otherwise be permitted under Section 2031(c)(8)(B) of the Internal Revenue Code of 1986 as amended.
- 18. MANAGEMENT OF FOREST.** Commercial timber harvesting in the Menokin Core Area 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.
- 19. GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Menokin Core Area except for restorations, or as required in the construction of permitted buildings, structures, connecting private roads, and utilities described in Paragraph 2 or the reconstruction of historic ponds or gardens. 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 such permitted facilities. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Menokin Core Area if it will materially diminish or impair the open space and historic preservation values of the property. Mining on the property by surface mining or any other method is prohibited.
- 20. ARCHAEOLOGICAL.** Archaeologically significant deposits, sizes, or features on the Menokin Core Area shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archaeologist and provided plans for such archaeological activity have been submitted to, and approved by the Grantee prior to any ground-disturbing activities. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features from the Property shall be treated and preserved according to the Department of Historic Resources State Curation Standards (March 24, 1998). The Grantor shall take reasonable precautions to protect archaeological deposits, sites, or features on the property from looting, vandalism, erosion, mutilation, or destruction from any cause.
- 21. PUBLIC ACCESS.** The Grantor agrees that photographs of the Menokin Core Area taken by the Grantee for purposes of documenting the appearance, condition, and features of the Menokin Core Area, or for other purposes pursuant to this Easement, may be published or otherwise made available to the public at the discretion of the Grantee. The Grantor further agrees that the Menokin Core Area may be opened to the public, which may be the public at large, or in smaller groups, as designated by the Grantee, for one day from 10 AM to 5 PM every year hereafter, provided that the Grantee makes a written request for such opening by no later than February 1 in any such year. The scheduling of

the date for such opening shall be by mutual consent. Any such public admission may be subject to restrictions mutually agreed upon as reasonably designed for the protection of the property. Such admission may also be subject to a reasonable fee payable to the Grantor. The Grantor also agrees that the Easement Property may be opened by appointment with the Grantor to persons affiliated with educational organizations, professional architectural associations, and historical societies.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public any general right of access to, or use of, the Menokin Core Area. The Grantor retains the exclusive right to such access and use.

If any provision of this deed 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.

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 section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge 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, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. But, the parties hereto do intend that the easement conveyed herein shall be a qualified conservation contribution within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, 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, the Grantee acknowledges and confirms receipt of the Easement and further acknowledges that such Grantee has not provided any goods or services to the Grantor in consideration of the grant of the Easement.

Acceptance of this conveyance by Grantee is authorized by Section 10.1-2204 of the Code of Virginia and is evidenced by the signature of the Director of the Virginia Department of Historic Resources by authorization of the Virginia Board of Historic Resources on June 19, 2008.

[this portion left blank]

WITNESS the following signatures and seals.

THE MENOKIN FOUNDATION

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

COMMONWEALTH OF VIRGINIA  
County of Richmond, TO WIT:

I, \_\_\_\_\_, a Notary Public for the Commonwealth aforesaid, hereby certify that Helen Turner Murphy, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this \_\_\_\_\_ day of November, 2008.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Accepted:

VIRGINIA BOARD OF HISTORIC  
RESOURCES

By: \_\_\_\_\_  
Kathleen S. Kilpatrick, Director

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I, \_\_\_\_\_, a Notary Public for the Commonwealth aforesaid,  
hereby certify that Kathleen S. Kilpatrick, Director of the Virginia Board of Historic Resources,  
personally appeared before me this day and acknowledged the foregoing instrument on behalf of the  
Virginia Board of Historic Resources.

WITNESS my hand and official seal this \_\_\_\_\_ day of November, 2008.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Certification number: \_\_\_\_\_