

This Deed is exempt from recordation taxes imposed by § 58.1 – 811(A)(3) and (D) of the Code of Virginia, 1950, as amended, and from payment of any clerk's fee by virtue of § 17.1 – 266 of the Code.

Drafted by The Nature Conservancy.

#030013088

\$1,600,000.00

Tax ID 39-7; 39-9; 39-10; 39-14; 39-18; 47-42

THIS DEED, made this 7<sup>th</sup> day of May 2003, by and between THE NATURE CONSERVANCY, a DISTRICT of COLUMBIA non-profit corporation, Grantor and the COMMONWEALTH OF VIRGINIA, DEPARTMENT of FORESTRY, Grantee, 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903, Grantee, herein called "Commonwealth" or "the Commonwealth".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, paid by the Grantee, the receipt of all of which is hereby acknowledged, Grantor does hereby give, grant, bargain, sell and convey, with GENERAL WARRANTY, and subject to valid easements, restrictions, covenants and conditions, with ENGLISH COVENANTS OF TITLE, unto the Grantee, in fee simple absolute, all those two (2) certain tracts or parcels of land situate east of State Route 641 and on the south side of the Mattaponi River in West Point District, King William County, Virginia, designated as Parcel A-1 containing 19.94 acres, and Parcel A-2 containing 1,216.1 acres, more or less, as shown on a plat entitled "Plat of Two Parcels of Land Located Along Sandy Point Road and on the Mattaponi River and Brooks Creek Being a Portion of the Sandy Point Tract Lying in the West Point District, King William County, Virginia," prepared by Goodfellow, Jalbert, Beard and Associates, Inc., dated January 14, 2003 and revised January 30, 2003 and April 2, 2003 (the "Plat"), which plat consists of four (4) sheets to be recorded simultaneously with this deed.

The above-described real estate is conveyed together with or subject to the following permanent, non-exclusive easements of right of way which benefit, and provide ingress to and egress from, the real property herein conveyed or the Grantor's remaining lands situated to the west and southeast of the real property herein conveyed (the Grantor's "Remaining Land") as described below:

1. The Grantor hereby conveys to the Grantee, and the Grantor hereby retains for the benefit of its Remaining Land, an easement of right of way fifty (50) feet in width extending from the north side of State Route 30 to Parcel A-2 along an existing lane, designated on the Plat as "Existing 50' R/W Ref. D.B. 308 Pg. 250 Plat by Charles J. Kerns, Jr.", which easement of right of way was conveyed to the Grantor by quitclaim deed dated December 17, 1999 from Chesapeake Forest Products Company LLC, a Virginia limited liability company, of record in the Clerk's Office of the Circuit Court of King William County, Virginia (the "Clerk's Office") in Deed Book 308, Page 373.

2. The Grantor hereby retains for the benefit of its Remaining Land, an easement of right of way thirty (30) feet in width extending from the end of state maintenance on State Route 641 across Parcel A-1, which easement of right of way is designated Easement A on the Plat. This lane or road is known generally as Sandy Point Road. The Grantor further grants unto the Grantee all of Grantor's right, title and interest in and to that portion of Sandy Point Road lying between the northeast boundary of Parcel A-1 and the westernmost boundary of Parcel A-2. Notwithstanding the foregoing, the Grantor retains the right to use such portion of Sandy Point Road for ingress to and egress from its Remaining Land.

3. The Grantor hereby conveys to the Grantee an easement of right of way twenty - five (25) feet in width from the centerline of the Sandy Point Road across the Grantor's Remaining Land, and the Grantor hereby retains for the benefit of its Remaining Land, an easement of right of way twenty - five (25) feet in width from the centerline of the Sandy Point Road across Parcel A-2

extending from the westernmost boundary of Parcel A-2 along Sandy Point Road and designated on the Plat as Easement B. This easement encumbers Parcel A-2 and Grantor's Remaining Land.

4. The Grantor hereby retains for the benefit of its Remaining Land, an easement of right of way fifty (50) feet in width extending from the northwest terminus of the easement described in Paragraph 1 above to Sandy Point Road, and designated on the Plat as Easement C.

5. The Grantor hereby retains for the benefit of its Remaining Land, an easement of right of way fifty (50) feet in width extending from Sandy Point Road along an existing road or lane to the wooden bridge on Brooks Creek, and designated on the Plat as Easement D.

Any of the easements of right of way granted or retained in this deed may be modified or terminated by written instrument executed by the owners of the dominant and servient tracts and recorded in the Clerk's Office.

The real estate herein conveyed is a portion of the real estate conveyed to The Nature Conservancy, a non-profit corporation, by deed dated December 8, 1999 from Chesapeake Forest Products Company LLC, a Virginia limited liability company, successor by merger to Chesapeake Forest Products Company, a Virginia corporation, of record in the Clerk's Office in Deed Book 308, Page 225.

The property hereby conveyed is conveyed subject to all valid and existing conditions, easements, reservations and restrictions heretofore imposed upon said property by recorded deed or plat and now binding thereon.

All of the land described herein is being acquired for administration by the Virginia Department of Forestry as a state forest and by accepting this deed the Grantee agrees to erect a permanent plaque or other appropriate marker at a prominent location on the property stating, 'This Area Was Acquired With The Assistance Of The Nature Conservancy.'

All of the land described herein is being purchased with funds provided under the Forest Legacy Program, Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (U.S.C. 2103c). The property shall be managed in accordance with the provisions of said act and Section 10.1-1107 of the Code of Virginia. The Commonwealth of Virginia shall comply fully with the provisions of said Act should the Commonwealth offer the property for sale, exchange or disposal by other means in the future, including the promise to repay the United States the market value of the interests in the property, provided that the Secretary of Agriculture may exercise discretion to consent to such sale, exchange or disposition upon the State's tender of other equal value consideration acceptable to the Secretary.

This transaction has been approved by the Governor of Virginia, acting through the Secretary of Administration, pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and other applicable law, as evidenced by the following or attached approval, which is incorporated herein by reference.

**WITNESS**, the following signatures and seals:

**GRANTOR:**

**THE NATURE CONSERVANCY,**  
A District of Columbia non-profit corporation

By Michael J. J. J.  
Its Vice President - VA

STATE OF Virginia  
COUNTY/CITY OF Albemarle to wit:

I, Susan B. Cresap, a Notary Public in and for the County/City and State aforesaid, do hereby certify that Michael L. Lipford, whose name is signed to the foregoing writing bearing date of May 7, 2003, who is Vice President of The Nature Conservancy, a District of Columbia corporation, has acknowledged the same before me in my County/City and State aforesaid, on behalf of such corporation.

Given under my hand this 7<sup>th</sup> day of May, 2003.

Susan B. Cresap  
Notary Public

My Commission Expires: June 30, 2004

Approved as to form:

William G. Danford 5/16/03  
Assistant Attorney General

We recommend approval of the acquisition by the Commonwealth of Virginia, Department of Forestry, of those certain tract of land located in King William County, Virginia, as described in the attached or foregoing Deed, pursuant to §2.2-1149 of the Code of Virginia (1950) as amended

**Recommend Approval**  
Division of Engineering & Buildings

**Recommend Approval**  
Department of General Services

By: R.F. Sludaski 6/27/03  
Director

By: [Signature]  
Director

Pursuant to §2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order No. 88 (01) dated December 21, 2001, I hereby approve the acquisition of the property described in the attached Deed and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.

7.3.03  
Date

[Signature]  
Secretary of Administration

Grantee's  
Address:

Virginia Department of Forestry  
Attn: State Forester  
900 Natural Resources Drive, Suite 800  
Charlottesville, VA 22903

INSTRUMENT #030013088  
RECORDED IN THE CLERK'S OFFICE OF  
COUNTY OF KING WILLIAM ON  
JULY 23, 2003 AT 09:19AM  
\$1,600.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$800.00 LOCAL: \$800.00  
PATRICIA M. NORMAN, CLERK  
BY: B. Sawyer (DC)