

*This instrument was prepared by:
George W. Barlow, III
Division Attorney
The Nature Conservancy
490 Westfield Road
Charlottesville, Virginia 22901*

Tax Map Parcel: Map 105, Parcel __

THIS AMENDMENT TO CONSERVATION EASEMENT, exempt from recordation tax pursuant to Virginia Code Section 58.1-809, is made as of the __ day of April, 2014 by and among THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation (the "Conservancy"), index as a grantor and a grantee, and the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), index as a grantor and a grantee, as follows:

RECITALS:

A. By Deed of Gift of Conservation Easement dated December 23, 2005 and of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3130, Page 537, and re-recorded in Deed Book 3154, Page 545 and in Deed Book 3433, Page 613, Prana Land LLC, a Virginia limited liability company, Hummingbird Holdings, LLC, a Virginia limited liability company, and Wilson W. Cropp, II ("Original Grantors") granted to the Conservancy a conservation easement (the "Conservation Easement") on those certain tracts or parcels of land containing in the aggregate 705.578 acres, more or less, located in the Scottsville and Rivanna Magisterial Districts of Albemarle County, Virginia, more particularly described therein (the "Protected Property").

B. The Original Grantors desire to donate to the County a portion of the Protected Property containing one hundred twenty-two (122) acres, more or less, and identified in the Conservation Easement as Section B, for the purpose of creating a County park for the benefit of the public.

C. The County has requested that the Conservation Easement be amended to facilitate the location of certain park and recreational facilities upon Section B.

D. The Conservancy, after careful consideration of the conservation values of the Protected Property, has determined that the location of park and recreational facilities requested by the County will have no adverse impact on the Protected Property's conservation values, as described in the Conservation Easement.

E. Accordingly, the parties have agreed to amend the Conservation Easement with respect to Section B simultaneously with the conveyance of Section B to the County.

NOW THEREFORE, WITNESSETH:

That for and in consideration of the premises and of the mutual agreements contained herein, the parties agree and declare as follows:

1. Paragraph 2.2.4(a) of the Conservation Easement is hereby deleted and replaced with the following:

(a) Parking Areas – The parking areas and any necessary access road(s) shall be constructed using gravel, pervious pavers or other pervious surfacing materials, except that the entrance to Section B from the public road may be paved if required by the Virginia Department of Transportation.

(i) If public access is not allowed on Section B of the Property, only one parking area is permitted. This parking area shall be located in the Existing Fields located immediately adjacent to State Route 53, as described and depicted graphically in maps contained within the Baseline Report. This parking area shall be constructed no larger than necessary to accommodate six (6) cars.

(ii) If Section B of the Property in whole or in part is transferred to a government or nonprofit entity for the purposes of creating a nature park open to public visitation or public visitation is otherwise permitted, one (1) parking area is permitted (the “Parking Area”). The Parking Area shall not be located within the Stream Buffer Area. The Parking Area shall be constructed no larger than needed to accommodate forty (40) cars and four (4) trailered vehicles.

2. Paragraph 2.2.4(d) of the Conservation Easement is hereby deleted and replaced with the following:

(d) Restroom facilities located outside of the Stream Buffer Area, and roads, paths, steps, or other minor improvements necessary to accommodate vehicular and pedestrian access to the Rivanna River for the launching and retrieval of non-motorized boats. A boat ramp designed to accommodate the launch of motorized boats from trailers is not permitted.

3. Paragraph 14 of the Conservation Easement is hereby amended to add the following after the last sentence thereof:

Notwithstanding the foregoing, in the event that Section B is transferred to any local, state or federal government entity (the “government”), the terms of this Paragraph 14 shall not be enforceable against or binding upon the government and the government shall not under any circumstances be required to hold harmless, defend or indemnify any party.

4. The remainder of the Conservation Easement shall remain in full force and effect, and the terms thereof, as amended herein, shall remain binding upon the Protected Property. Capitalized terms not defined herein shall have the meanings given them in the Conservation Easement.

IN WITNESS WHEREOF, the parties have caused this Amendment to Conservation Easement to be executed by their duly authorized representatives.

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By: _____
Bill Kittrell
Director of Conservation

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

This instrument was acknowledged in my jurisdiction aforesaid this ____ day of _____, 2014 by Bill Kittrell who is Director of Conservation, of The Nature Conservancy, a District of Columbia nonprofit corporation, on behalf of the corporation.

My commission expires: _____.

Registration No. _____
Notary Public

COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of
the Commonwealth of Virginia

By: _____
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

This instrument was acknowledged in my jurisdiction aforesaid this ____ day of _____, 2014 by _____ who is _____ of the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires: _____.

Registration No. _____
Notary Public