

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 6/12/2019
Instrument Type: DE
Number of Parcels: 1 Number of Pages: 32
☐ City ☒ County

ALBEMARLE

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☒ Grantor: 58.1-811(A)(3); 58.1-811(C)(4)

☒ Grantee: 58.1-811(A)(3); 58.1-811(C)(4)

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number:

Original Page Number:

Original Instrument Number:

Prior Recording At: ☐ City ☐ County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 ☒ Grantor: JAMES C. JUSTICE COMPANIES, INC.

2 ☒ Grantor: CARTER BANK AND TRUST

1 ☒ Grantee: ALBEMARLE CONSERVATION EASEMENT AUTHORITY

☐ Grantee:

GRANTEE ADDRESS

Name: ALBEMARLE CONSERVATION EASEMENT AUTHORITY

Address: 401 MCINTIRE ROAD

City: CHARLOTTESVILLE

State: VA Zip Code: 22902

Book Number:

Page Number:

Instrument Number:

Parcel Identification Number (PIN): 11500000004200

Tax Map Number: 11500000004200

Short Property Description: 4,500 ACRES, MORE OR LESS

Current Property Address: VARIOUS PARCELS

City: ALBEMARLE

State: VA Zip Code: 22902

Instrument Prepared By: KERRY B. HUTCHERSON

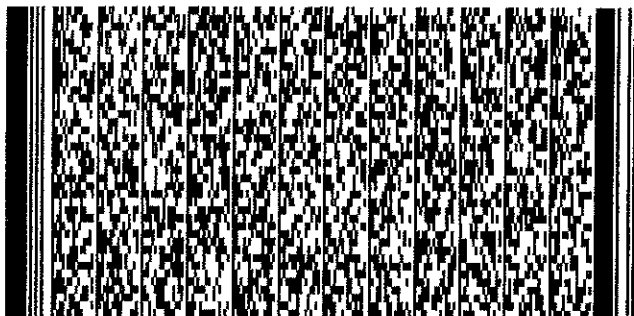
Recording Paid By: RUDY, COYNER & ASSOCIATES

Recording Returned To: RUDY, COYNER & ASSOCIATES

Address: 9910 WAGNERS WAY PO BOX 58

City: CHESTERFIELD

State: VA Zip Code: 23832



VIRGINIA LAND RECORD COVER SHEET
FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 6/12/2019

Instrument Type: DE

Number of Parcels: 1 Number of Pages: 32

☐ City ☒ County

ALBEMARLE

GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

3 ☐ Grantor: KARAVATAKIS, PHYLLIS Q. TR.

☐ Grantor:

☐ Grantor:

☐ Grantor:

☐ Grantor:

☐ Grantor:

☐ Grantor:

☐ Grantor:

GRANTEE BUSINESS / NAME

☐ Grantee:

☐ Grantee:

☐ Grantee:

☐ Grantee:

☐ Grantee:

☐ Grantee:

☐ Grantee:

☐ Grantee:



NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: Kerry Brian Hutcherson, VSB 75018
Rudy, Coyner & Associates, PLLC
9910 Wagners Way
Chesterfield, VA 23832

Return to: Albemarle Conservation Easement Authority
401 McIntire Road
Charlottesville, Virginia 22902

PARCEL ID NO.: 11500-00-00-04200, 10400-00-00-014B0, 09200-00-00-06000, 10400-00-00-01800, 09300-00-00-047C3, 11600-00-00-00100, 11500-00-00-048A0, 09200-00-00-061A0, 09200-00-00-061B0, 09200-00-00-061C0, 09200-00-00-061D0, 09200-00-00-061E0, 09200-00-00-061F0, 09200-00-00-061G0, 09200-00-00-061H0, 09200-00-00-061I0, 09200-00-00-061J0, 10400-00-00-00800, 10400-00-00-008A0, 10400-00-00-008F0, 10400-00-00-008G0, 10400-00-00-008H0, 10400-00-00-008I0, 10400-00-00-008J0, 10400-00-00-008K0, 10400-00-00-008L0, 10400-00-00-008M0, 10400-00-00-008N0, 10400-00-00-008P0, 10400-00-00-008Q0, 10400-00-00-008R0, 10400-00-00-008V0, 10400-00-00-008W0, 10400-00-00-008Y0, 10400-00-00-008Z0, 10400-00-00-009B0, 10400-00-00-009C0, 10500-00-00-013A0, 10500-00-00-013B0, 10500-00-00-013C0, 10500-00-00-013E0, 11500-00-00-043A0, 10500-00-00-043B0, 10400-00-00-008B0, 10400-00-00-008C0, 10400-00-00-008D0, 10400-00-00-008E0, 10400-00-00-008S0, 10400-00-00-008T0, 10400-00-00-008U0, 11500-00-00-043C0, 11500-00-00-043D0, 11500-00-00-043E0, 10400-00-00-008X0, and 10500-00-00-013D0

Exempt from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3) and/or 58.1-811 (C)(4)
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 12th day of June, 2019, between JAMES C. JUSTICE COMPANIES, INC., "Grantor"; the ALBEMARLE CONSERVATION EASEMENT AUTHORITY, a public recreational facilities authority and political subdivision of the Commonwealth of Virginia, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); CARTER BANK & TRUST ("Lender") to be indexed as Grantor; and PHYLLIS Q. KARAVATAKIS, as Substitute Trustee ("Substitute Trustee"), to be indexed as Grantor, witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Albemarle County, Virginia, containing in the aggregate 4,500 acres, more or less, as further described below (the "Property"),

and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a political subdivision of the Commonwealth of Virginia and a “qualified organization” and “eligible donee” under Section 170(h)(3) 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, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) (the “IRC”) and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 Chapter 461 of the Virginia Acts of 1966 provides in part “that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic, and scenic areas, and to conserve land and other natural resources” and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”).

R-4 Pursuant to the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal, or open-space use, all as more particularly set forth below.

R-5 Chapter 56, Title 15.2 of the Code of Virginia authorizes the creation of public recreational facilities authorities, such as the Grantee, and further authorizes those authorities to acquire lands or rights in land.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Albemarle Comprehensive Plan adopted on June 10, 2015, and the Property is located within an area that is designated as Rural Areas on the county’s future land use map.

R-7 This Easement is intended to constitute (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) and as more particularly explained below, and (ii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended).

R-8 This Easement is intended to be a grant “exclusively for conservation purposes” under IRC Section 170(h)(1)(C), because it effects “the preservation of open space (including farmland and forest land)” under IRC Section 170(h)(4)(A)(iii); specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies (more particularly defined below) and will yield a significant public benefit.

R-9 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands, and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia cited above, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces, and forested resources; and

(ii) Land use policies of the County of Albemarle as delineated in:

a. its comprehensive plan adopted on June 15, 2015, to which plan the restrictions set forth in this Easement conform and which contains the following:

i. the Rural Area Chapter of the Albemarle County Comprehensive Plan, which is applicable to the Property because the Property is located within the Rural Area, and which includes the following goals and objectives:

- "GOAL: Albemarle's Rural Area will have thriving farms and forests, traditional crossroads communities, protected scenic areas, historic sites, and preserved natural resources."

- "Objective 1: Support a strong agricultural and forestal economy." The plan provides specific land conservation policies in furtherance of this Objective such as:

- "Continue to promote use of ... conservation easements, and Transfer of Development Rights (TDRs) programs, if developed, to help preserve agricultural and forestal soils and to increase the acreage of productive soils for agriculture and forestry."

- "Continue to promote retention of forest soils in conjunction with preservation developments and provide contacts with the Department of Forestry, who oversees timbering operations."

- The plan further elaborates on the importance of conserving land for working forest use, both with respect to the local economy and natural and scenic resource protection, to-wit: "Forestry is another important component of the Albemarle economy. Managed well and logged in a sustainable manner, tree farms provide a renewable resource for income to landowners, taxes to the County, and timber products for many other users. Trees and forests provide many natural resource benefits prior to and after harvesting. Trees provide soil stabilization, water resource buffers, air filtering, and add to the beauty of the County."

- “Objective 2: Protect and preserve natural resources, which include mountains, hills, valleys, rivers, streams, groundwater, and retain continuous and unfragmented land for agriculture, forestry, biodiversity, and natural resource protection.”

- “Strategy 2d: Continue to promote conservation easements...”

- “Strategy 2i: Encourage connectivity of conservation land wherever feasible.”

ii. the Natural Resources Chapter of the Albemarle County Comprehensive Plan includes the following goals and objectives:

- “GOAL: Albemarle’s ecosystems and natural resources will be thoughtfully protected and managed in both the Rural and Development Areas to safeguard the quality of life of present and future generations.”

- “Objective 1: Ensure clean and abundant water resources for public health, business, healthy ecosystems, and personal enjoyment by preventing shortages and contamination.” The plan goes on to list specific land conservation policies in furtherance of this Objective such as:

- “control nonpoint source pollution, erosion and sedimentation, and stream channel erosion”;

- “maintain the integrity of existing stream channels and networks for their biological functions, drainage, and natural recharge of groundwater.”

- “Objective 4: Protect the biological diversity and ecological integrity of the County in both the Rural Area and Development Areas.”

- “Strategy 5b: Continue to protect critical slopes in the Rural Area.”

- “Objective 6: Retain and improve land cover near rivers and streams and protect wetlands.” The plan provides specific land conservation policies in furtherance of this Objective such as:

- “The amount of vegetated land cover along a stream valley directly affects the stability of slopes. More vegetation generally decreases erosion and thereby protects water quality.”

- “The County’s policy is to protect wetlands wherever possible, including assisting landowners with voluntary conservation measures, such as use of conservation easements.”

iii. The Historic, Cultural, and Scenic Resources Chapter of the Albemarle County Comprehensive Plan includes the following goals and objectives:

- “GOAL: Albemarle’s historic, cultural, and scenic resources will be preserved. Attractive entrance corridors will welcome visitors and residents to and within the County.”

- “Objective 5: Help protect Monticello’s Viewshed.” The plan provides specific land conservation policies in furtherance of this Objective such as:

- “To help preserve this resource and the rural view from Monticello, TJF [the Thomas Jefferson Foundation] prepared guidelines for development located within the viewshed of the Monticello mountaintop. These voluntary guidelines, which are available from the Foundation and can be found in the Reference Documents, are intended to help property owners and land developers work with the Foundation to preserve important views for tourists who visit Monticello.”

- “Objective 6: Continue to protect and enhance scenic resources for residents and tourists.” The plan provides specific land conservation policies in furtherance of this Objective such as:

- “The preservation of agricultural and forestry lands, described more fully in the Rural Area Chapter, preservation of natural resources, as articulated in the Natural Resources Chapter, and preservation of historic resources and their settings are the most effective types of scenic protection.”

- “Strategy 6a: Continue to promote voluntary measures to protect scenic resources.”

- “Preservation of scenic resources often occurs indirectly as the result of natural resource protection or through voluntary measures. Voluntary measures that protect scenic resources in Albemarle County include:

- Conservation easements and historic easements, which are intended to preserve open space and historic resources.

b. Correspondence dated May 27, 2019 from Albemarle County acknowledging that contribution of this Easement to Grantee and the restrictions set forth herein conform to the land use plan and policies of the county;

c. Grantee’s formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, has considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and has concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia. Treasury Regulation Section 1.170A-14(d)(4)(iii)(B) states that such review and acceptance of a conservation easement by a governmental entity tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii);

(iii) Land conservation policies of the United States as set forth in: Federal Executive Order 13508 (5/19/2009), the goals of which include permanently protecting two million acres in the Chesapeake Bay Watershed by 2025.

R-10 Large portions of the Property are visible from Thomas Jefferson’s historic home, Monticello, which is a National Historic Landmark, UNESCO World Heritage Site, and an important tourism destination for Albemarle County, the Commonwealth of Virginia, and the United States. The Thomas Jefferson Foundation, the non-profit organization that is the owner and operator of Monticello, has provided a letter, dated June 5, 2019, in support of this Easement, and the letter acknowledges that conservation of the Property through the restrictions provided in this Easement will help protect Monticello’s viewshed in furtherance of the aforementioned local governmental conservation policies.

R-11 The Property is located within an area of Albemarle County that is designated as a “Rural Area” in the local comprehensive plan, and it contains approximately 4,500 acres of undeveloped land containing forests, fields, rivers, and streams. Protection of the Property by this Easement will help achieve the aforementioned land conservation policies of Albemarle County.

R-12 Approximately 2,657 acres of the Property are ranked as having “High” or “Very High” (the top two categories) forest conservation value according to the Virginia Department of

Forestry's *Forest Conservation Value Analysis (2018)* and according to a letter dated, May 21, 2019, from the Virginia Department of Forestry, protection of the Property by this Easement is consistent with the forest conservation policies of the Commonwealth of Virginia and will help maintain a very large, unfragmented area of productive working forest.

R-13 The Property contains approximately 854 acres rated as "Prime" soils and approximately 2,471 acres rated as soils that are "Locally Important for Agriculture," as designated in the local comprehensive plan; nearly the entire property has soils rated highly for pine production, while the floodplain soils are suitable for sycamore, black walnut, or other hardwoods. Protection of the Property by this Easement will help preserve and utilize these soils for agriculture and forestry.

R-14 The Property contains approximately 374 acres of land designated as 100-year floodplain. The Property contains approximately 96,988 linear feet of frontage along numerous perennial and intermittent creeks and streams, including Jacobs Creek, Buck Island Creek, and many unnamed creeks and streams within the Buck Island Creek Watershed. Buck Island Creek is a tributary of the Rivanna River, which is a tributary of the James River, and in turn, the Chesapeake Bay. The Rivanna River and the James River are public drinking water sources for many downstream communities, and the Chesapeake Bay is one of the largest estuaries in North America and protection of its water quality is vitally important to the economies and ecologies of Virginia, Maryland, and other parts of the mid-Atlantic region of the United States. Protection of the Property by this Easement will help protect the water quality of these important water resources.

R-15 The Property shares approximately 3,000 linear feet of boundaries with existing conservation or open-space easements, the Property is adjacent to the Southern Albemarle Rural Historic District, and the Property is adjacent to the Lanark Agricultural and Forestal District; protection of the Property by this Easement will help to maintain the rural character of these nearby conservation lands.

R-16 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-17 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-18 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-17 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act, and Grantee represents that it possesses the resources and commitment to monitor and enforce the Easement in perpetuity.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their

acceptance by Grantee, Grantor does hereby give, grant, and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described in SCHEDULE A attached hereto and made a part hereof and consists of 4,500 acres, more or less, located in Albemarle County, Virginia, near Woodridge, fronting on State Route 618 (Martin Kings Road), State Route 620 (Rolling Road), State Route 728 (Ed Jones Road), and State Route 729 (Buck Island Road).

The Property is shown as Parcel ID No. 11500-00-00-04200, 10400-00-00-014B0, 09200-00-00-06000, 10400-00-00-01800, 09300-00-00-047C3, 11600-00-00-00100, 11500-00-00-048A0, 09200-00-00-061A0, 09200-00-00-061B0, 09200-00-00-061C0, 09200-00-00-061D0, 09200-00-00-061E0, 09200-00-00-061F0, 09200-00-00-061G0, 09200-00-00-061H0, 09200-00-00-061I0, 09200-00-00-061J0, 10400-00-00-00800, 10400-00-00-008A0, 10400-00-00-008F0, 10400-00-00-008G0, 10400-00-00-008H0, 10400-00-00-008I0, 10400-00-00-008J0, 10400-00-00-008K0, 10400-00-00-008L0, 10400-00-00-008M0, 10400-00-00-008N0, 10400-00-00-008P0, 10400-00-00-008Q0, 10400-00-00-008R0, 10400-00-00-008V0, 10400-00-00-008W0, 10400-00-00-008Y0, 10400-00-00-008Z0, 10400-00-00-009B0, 10400-00-00-009C0, 10500-00-00-013A0, 10500-00-00-013B0, 10500-00-00-013C0, 10500-00-00-013E0, 11500-00-00-043A0, 11500-00-00-043B0, 10400-00-00-008B0, 10400-00-00-008C0, 10400-00-00-008D0, 10400-00-00-008E0, 10400-00-00-008S0, 10400-00-00-008T0, 10400-00-00-008U0, 11500-00-00-043C0, 11500-00-00-043D0, 11500-00-00-043E0, 10400-00-00-008X0, and 10500-00-00-013D0 among the land records of the County of Albemarle, Virginia. **Even though the Property consists of 55 parcels for real estate tax purposes and even though it was acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.**

SECTION I - PURPOSES

The conservation purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below, and include the Property's open-space and scenic values and its value as land preserved for rural uses such as forestry and agriculture (including livestock production).

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose of this Easement is preservation of land for forestal use and preservation of conservation and open-space lands designated by federal, state, or local governments.

Grantor covenants that no acts or uses are currently being conducted or will be conducted at any time on the Property if such acts or uses are: (i) inconsistent with the conservation purposes of the donation or (ii) consistent with the conservation purposes of the donation, but are destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the conservation interests that are the subject of the donation.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property and the restrictions that Grantee is hereby entitled to enforce are and shall be as follows:

1. DIVISION.

(i) The Property shall not be divided into, or separately conveyed as, more than five (5) parcels (four (4) divisions permitted), each being at least forty (40) acres in size. For purpose of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) Grantor shall give Grantee written notice prior to making a division of the Property. In the event of a division and conveyance of a portion of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted divisions of the remainder of the Property not so conveyed, except to the extent the/any permitted division(s) is/are allocated by that grantor in the instrument creating the division or another recorded instrument.

(iii) The acquisition of a *de minimis* portion of the Property adjacent to State Routes 618, 620, 728, or 729 for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as making landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Routes 618, 620, 728, or 729 in their present alignments, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public roads. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

(iv) In the event that the/a permitted division of the Property requires a road or street dedication, such dedication shall not be considered a separate conveyance of a portion of

the Property or a division of the Property, and this Easement shall remain in force with respect to the dedicated portion.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) **Buildings, structures, roads, and utilities.** No buildings, structures, roads, or utilities, other than the following, are permitted on the Property, provided, however, that certain permitted buildings and structures are subject to the siting restrictions set forth in Section II Paragraph 2(iv) below:

(a) **Dwelling unit(s) and non-residential outbuildings and structures.** Ten (10) dwelling units ("dwellings"), such as detached or attached dwellings, barn or garage apartments, or cabins.

(1) Such dwellings shall not individually exceed 8,000 square feet of above-ground enclosed living area without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height, and siting of the proposed dwellings on the conservation values of the Property.

(2) Notwithstanding the permitted size of individual dwellings set forth above, the aggregate size of all dwellings constructed on each parcel created and permitted pursuant to Section II, Paragraph 1 above shall not exceed 8,000 square feet of above-ground enclosed living area. No more than two dwellings shall be constructed on each parcel.

(3) Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of a dwelling on the Property.

(4) In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights and the rights under Section II, Paragraph 2(iii) below unless such rights are allocated among the parcels in the instrument creating the division or another recorded instrument. If permitted dwelling rights and/or rights under Section II, Paragraph 2(iii) below are allocated among the parcels, the square footage of above-ground enclosed living area should also be so allocated. Nothing in this Section shall be construed to permit a grantor from constructing more than two (2) dwellings on a parcel.

(5) Non-residential outbuildings and structures are permitted only if they are (i) commonly and appropriately incidental to permitted dwelling(s), (ii) sized appropriately to serve as amenities to residential use, (iii) neither designed, equipped nor furnished for sleeping or cooking (such as swimming pools, decking detached from the single-family dwelling units, gazebos, garages, and tool sheds), and (iv) if the aggregate size of

such non-residential outbuildings and structures located on each parcel created and permitted pursuant to Section II, Paragraph 1 above does not exceed 2,500 square feet in ground area;

(b) Farm buildings and structures. Farm buildings and structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee. Approval shall be limited to consideration of the impact of the size, height, and siting of the proposed building or structure on the conservation values of the Property, which shall not be adversely affected by future division or development of the Property. For purpose of this paragraph (b), a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II, Paragraph 3(i)(a) below;

(c) Buildings for the processing and sale of farm or forest products or for certain animal-related uses. Buildings not exceeding four thousand five hundred (4,500) square feet of enclosed area in the aggregate and not individually exceeding two thousand five hundred (2,500) square feet of enclosed area for the processing and sale of farm or forest products produced or partially produced on the Property or, with Grantee's prior written approval, buildings for boarding kennels, wildlife rehabilitation centers, veterinary clinics, or similar enterprises. For purpose of this paragraph (c), a building for the processing and sale of farm or forest products or for animal-related uses shall mean a building originally constructed and used for the activities specified in Section II, Paragraph 3(i)(b) below. Approval of buildings for animal-related uses shall be contingent upon Grantee's determination that the construction of such buildings is consistent with the conservation purposes of this Easement and protective of the conservation values identified herein and that the buildings are located at sites on the Property not adversely impacting such conservation values. In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted rights to buildings for the processing and sale of farm or forest products or for certain animal-related uses unless the right to construct such building or buildings is allocated among the parcels in the instrument creating the division or another recorded instrument;

(d) Roads, driveways, and trails.

(1) Driveways or graveled or pervious-surface roads or access ways to serve permitted buildings and structures, and roads with permeable surfaces for public safety needs or permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over same to serve adjacent properties, provided that the location, construction, and maintenance of such roads or driveways and access easements have the prior written approval of Grantee,

which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property, which shall not be adversely affected.

(3) Public roads required to be constructed and dedicated in conjunction with (the) permitted division(s) of the Property, provided that Grantee determines that the location, construction, maintenance, and dedication of such public roads will not impair the conservation values of the Property and gives prior written approval of such construction. Any such dedication shall not be considered a separate conveyance of a portion of the Property or an additional division of the Property, and this Easement shall remain in effect with respect to the portion of the Property so dedicated.

(4) Trails with graveled or other pervious surface, including, but not limited to, hiking, biking, and equestrian trails;

(e) Utilities and alternative energy structures.

(1) Public or private utilities within rights-of-way therefor existing prior to this easement, consistent with any recorded instrument granting such rights-of-way.

(2) Public or private utilities to serve permitted buildings, structures, or activities on the Property. In addition, public or private utilities (except for community wells and/or sewage treatment) to be constructed in whole or in part to serve other properties are permitted, provided Grantee determines that the location, construction, and maintenance of such utilities will cause no impairment of the conservation values of the Property and Grantee gives its prior written approval for such location, construction, and maintenance. Approval of such location, construction, and maintenance shall take into consideration the visibility and any other possible adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate right to approve any public or private utilities.

(3) Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, provided that any such structure(s) (a) serve only permitted buildings, structures, or activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment; and (b) not be visible from any public road or historic viewshed, including without limitation, the view from Monticello.

(f) Small-scale miscellaneous buildings and structures. Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, and boardwalks, structures for crossing streams or wetlands or

portions of docks or piers (all subject to the limitations set forth in Section II, Paragraph 5(ii) below); and

(g) **Signs.** Signs (but not billboards or other signs larger than 32 square feet in area).

(ii) **Construct, use and maintain.** Grantor shall have the right to construct and use any dwellings, other buildings, structures, roads, driveways, trails, and utilities permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted dwellings, other buildings, structures, roads, driveways, trails, and utilities on the Property, within the limitations set forth in this Easement.

(iii) **Alternative use of square footage of dwellings.** All or a portion of the allowable square footage for dwellings set forth in Section II, Paragraph 2(i)(a) above may be allocated to any number of buildings to be used for natural resource-based educational, scientific, or recreational purposes, provided that Grantee determines that the conversion of dwellings or the construction of new buildings for such purposes is consistent with the conservation purposes of this Easement, determines that such conversion or construction will not impair the conservation values protected herein, and gives prior written approval of such conversion or construction. The approval of such construction shall take into consideration the impact of the size, height, and siting of the proposed building(s) on the conservation values of the Property.

(iv) **Siting of buildings and structures.** To protect the scenic and water-quality values of the Property, no buildings or structures larger than 500 square feet in ground area shall be constructed within 500 feet of State Route 618 (Martin Kings Road), State Route 620 (Rolling Road), State Route 728 (Ed Jones Road), and State Route 729 (Buck Island Road) as measured from the center line of each road or within 500 feet of the center line of each perennial and intermittent stream located on the Property ("Restricted Building Areas"), which Restricted Building Areas are more particularly shown on the sketch incorporated herein and attached hereto as Exhibit A.

Buildings or structures exceeding 1,000 square feet in ground area that are visible from Monticello shall be designed and sited to minimize, to the extent reasonably practical, their impact on the scenic panorama viewed by the visiting public at Monticello. Acceptable strategies for minimizing visibility include, but are not limited to, (a) screening buildings and structures with appropriately-sited evergreen plants and (b) employing architectural forms, materials, and colors that blend with the natural landscape rather than contrast with it. To that end, (a) colors that are muted and blend with the natural landscape (e.g., mid-spectrum browns and grays or sandy tones) shall be used instead of bright pastels or whites on exterior facades, and (b) any metal roofing shall be made of copper or painted to avoid high reflection once it has weathered to the point where the surface will hold paint.

(v) **Collective footprint limitation.** For the purpose of this paragraph, the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a) through (c), (e), and (f) and Section II, Paragraph 2(iii) above and all other impervious surfaces, excluding linear surfaces, such as roads,

driveways, walls, fences, and boardwalks. The collective footprint shall not exceed one-fifth of one percent (1/5 of 1%) of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. In the event of division of the Property, the collective footprint of each created parcel shall not exceed one-fifth of one percent (1/5 of 1%) of the total area of such parcel unless otherwise allocated in the instrument of transfer or another recorded instrument or allocated de facto by conveyance of a parcel with existing structures.

3. INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.

(i) Industrial or commercial activities on the Property are limited to the following:

(a) agriculture (including livestock production), equine activities, or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property and approved animal-related uses in buildings permitted in Section II, Paragraph 2(i)(c) above;

(c) small-scale commercial operations, events, or industrial operations (such as events with no more than forty (40) persons in attendance), provided that any such operations or events (i) are incidental to and compatible with the activities set forth in subsection (a) above and (ii) receive the Grantee's prior written approval as consistent with the conservation purposes of this Easement;

(d) activities, other than those already permitted in (a) and (b) above, that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance, provided that such activities to be conducted in buildings exceeding 10,000 square feet in ground area are subject to the prior written approval of Grantee, which approval shall take into consideration the impact of the activities and any proposed associated infrastructure improvements on the conservation values of the Property;

(e) the sale of excess power generated in the operation of alternative energy structures and associated equipment to serve permitted buildings, structures, and activities on the Property as provided in Section II, Paragraph 2(i)(e)(3) above;

(f) activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration, and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom;

(g) outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected; and

(h) natural resource-based educational, scientific, or recreational activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein.

4. MANAGEMENT OF FOREST.

(i) Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest (whether of healthy or diseased trees) or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than fourteen (14) days before the proposed date of a timber harvest, which approval shall take into consideration whether the pre-harvest plan is consistent with the terms of this Easement. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

(ii) The cutting, clearing, or removal of trees on less than ten (10) acres of the Property at any one time does not constitute timber harvesting or land clearing, and does not require a pre-harvest plan, if:

(a) the cutting, clearing or removal trees is necessary for the construction or maintenance of permitted roads, driveways, trails, utilities, buildings, structures, food plots, or ponds;

(b) the trees are used for firewood for Grantor's domestic use;

(c) the trees are invasive species;

(d) the trees pose a threat to the health or safety of persons, property or livestock;

(e) the trees are dead, diseased, or dying; or

(f) the cutting, clearing, or removal of trees is necessary for other permitted activities on the Property, except timber harvesting or land clearing, provided that the clearing of land to preserve or reclaim fields is permitted.

Nevertheless, any such activities shall be conducted in a manner that is consistent with Virginia's Forestry Best Management Practices for Water Quality Guide.

(iii) Notwithstanding the other provisions of this Section II.4, if the Property contains twenty (20) acres or more of forest lands then, prior to the commencement of timber harvesting, land clearing, or other significant forest management activities, Grantor shall have obtained a Virginia Forest Stewardship Plan. The Virginia Forest Stewardship Plan shall require that all forest management and harvesting activities be developed by, or be in consultation with, the

Virginia Department of Forestry, or be consistent with Virginia's Forestry Best Management Practices for Water Quality Guide.

4A. AGRICULTURAL CONSERVATION PLAN. If five acres or more of the Property are in agricultural production, a written conservation plan shall be developed or be in place that stipulates the use of Best Management Practices for water quality protection (such as proper nutrient management, utilization of cover crops, and stabilization of highly erodible lands) on such lands in agricultural use. The plan shall be developed in consultation with a representative of the Thomas Jefferson Soil and Water Conservation District, the Natural Resources Conservation Service (NRCS), or their successor organizations, and shall be implemented and periodically updated by Grantor. Grantee's responsibility with respect to such plan is to periodically ascertain from the Thomas Jefferson Soil and Water Conservation District, the NRCS, or their successor organizations that Grantor is in compliance with the plan.

5. RIPARIAN BUFFER.

To protect water quality a 50-foot vegetated buffer strip that includes, but is not limited to, forest, shrubs, or warm season grasses, shall be maintained along each edge of each perennial stream on the Property as measured from the tops of the banks.

- (i) Within the buffer strips there shall be:
 - (a) no buildings or other structures constructed,
 - (b) no new roads or paving of existing roads,
 - (c) no dumping or storage of compost, manure, fertilizers, chemicals, machinery or equipment,
 - (d) no removal of trees, except removal of invasive species, removal of dead, diseased or dying trees, removal of trees posing a threat to human or livestock health or safety or property, removal of trees for the purpose of maintaining existing roads, or minimal removal of individual trees,
 - (e) no plowing, cultivation, filling, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(iii) below, and
 - (f) no mowing or haying of the buffer strips more than one time per calendar year.

Notwithstanding the above, existing buildings, structures, roads or other improvements with impervious surfaces located within the buffer strips, in whole or in part, prior to recordation of this Easement may be maintained but not enlarged.

In addition, livestock shall be excluded from the buffer strips and the streams, except for stream crossings constructed in accordance with the terms of any written agricultural conservation plan that addresses riparian buffer protections described in Section II Paragraph 4A above.

- (ii) Permitted within the buffer strips are the following water-dependent structures: (a) ten (10) docks, each no larger than 500 square feet in ground area, and (b) twenty-one (21) stream crossings for livestock, pedestrians, and vehicles (including improvements, such as unpaved roads, over the buffer strips to access crossings), which minimize obstruction of water flow.

(iii) Also, permitted within the buffer strips are:

- (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(f) above,
- (b) fencing along or within the buffer strips,
- (c) construction and maintenance of stream crossings (including improvements over the buffer strip(s) to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow,
- (d) creation and maintenance of trails with unimproved surfaces, and
- (e) planting of trees, shrubs, grasses, or other vegetation

(iv) If the perennial streams meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(f) above, the buffer strips shall remain the same width, but move relative to the movement of the perennial streams. In such event, any buildings or structures that were outside of the original buffer strips and are determined to be within the new buffer strips shall not be considered in violation of these restrictions and may be maintained at such locations.

6. GRADING, BLASTING, FILLING AND MINING.

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for clearing, grading, and dam construction to create and maintain ponds (but not storm water retention or detention ponds to serve other properties), (b) for restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(f) above, (c) for erosion and sediment control pursuant to an erosion and sediment control plan, or (d) as required in the construction of permitted buildings, structures, roads, driveways, trails, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, driveways, trails, or utilities that require Grantee's approval in Section II, Paragraph 2(i) above, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (d) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration of the topography. Surface mining on the Property, subsurface mining from the surface of the Property, and drilling for oil or gas or other minerals on the Property are prohibited. Dredging on or from the Property is prohibited, except for maintenance of any ponds on the Property.

SECTION III – ENFORCEMENT

- 1. RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that

in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. ENFORCEMENT.

(i) Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (d) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (e) to enjoin non-compliance by temporary or permanent injunction; and (f) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

(ii) Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

(iii) Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report (BDR), describes the condition and character of the Property at the time of the conveyance. The BDR may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate

representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and Grantee and its successors or assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, (iv) no consent of any third party is required for Grantor to enter into this Easement, (v) each person and/or entity signing on behalf of Grantor is authorized to do so, and (vi) Grantor is duly organized under the laws of the State of Delaware and is also legally existing and operating under the laws of the Commonwealth of Virginia.
4. **ACCEPTANCE.** Grantee accepts this conveyance, which acceptance is evidenced by the signature of the Grantee's Chair, duly authorized by the Grantee.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

6. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the conservation values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this Easement shall be construed and applied in a manner that will not prevent it from being a qualified conservation contribution.
7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or the conveyance or limit the Easement's enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is 401 McIntire Road, Charlottesville, Virginia 22902, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 302 South Jefferson Street, Roanoke, VA 24011, and a copy of any notice to Grantor shall be sent to Carter Bank & Trust, 1300 Kings Mountain Road, Martinsville, VA 24112, ATTN: Phyllis Q. Karavatakis.

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right, which may have an adverse effect on the conservation interests associated with the Property as encumbered by this Easement. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purposes of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purposes of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

9. **TAX MATTERS.** 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 Treasury Regulation Section 1.170A-13(c)(5), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from conveyance or maintenance of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable.
10. **GOODS AND SERVICES.** By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
11. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
12. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity, (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations, and (iii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
13. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance 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 this Easement on the Effective Date bears to the value of the Property as a whole at that time. The proportionate value shall be determined as of the Effective Date and shall remain constant.
14. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property 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.
15. **EXTINGUISHMENT.** If any unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for the conservation purposes of this Easement, the provisions of this Easement can be extinguished through a judicial proceeding. In such case, on a sale or exchange of the Property subsequent to and resulting from such 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 Section V, Paragraph 13 above. 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 the Open-Space Land Act.

16. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purposes 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 in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.
17. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, access or utility easements over the Property, and review of gas or oil plans. Such cost recovery charges shall be determined and periodically adjusted by the Grantor, as set forth in a published fee schedule.
18. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
19. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision shall be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, if any provision of this Easement 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.
20. **ENTIRE AGREEMENT.** This instrument, Schedule A, and Exhibit A sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
21. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia and the United States, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 6 above in order to give maximum effect to its conservation purposes.
22. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**
This Easement cites various federal and state statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended

statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.

23. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Albemarle, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
24. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.
25. **DEFINITIONS.** For purposes of this Easement, the phrase "Effective Date" shall mean the date upon which this Easement was first put to record in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia. The words "currently" or "existing" shall mean currently or existing on the Effective Date. Time shall be calculated in calendar days, not business days.

Carter Bank & Trust, herein the Lender, is the note holder under a certain deed of trust dated October 30, 2013 and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 4430 at Page 638, which subjects the Property to the Lender's lien. By that certain Deed of Appointment of Substitute Trustee recorded in the Albemarle Circuit Court Clerk's Office immediately prior to the recordation of this Easement, Lender appointed Phyllis Q. Karavatakis as Substitute Trustee under the said deed of trust. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said deed of trust with respect to the Property shall be held subject to this Easement, and joins in this Easement to reflect its direction to the Substitute Trustees to execute this Easement to give effect to the subordination of such deed of trust to this Easement. The Substitute Trustee joins in the execution of this Easement to confirm that in the event of foreclosure under said deed of trust or other sale of the Property under judicial or non-judicial proceedings, the Property will be sold subject to this Easement. It is understood by the parties hereto that the granting of said deed of trust/deed on a portion/portions of the Property constitutes a division of the Property unless and until said deed of trust has been released of record.

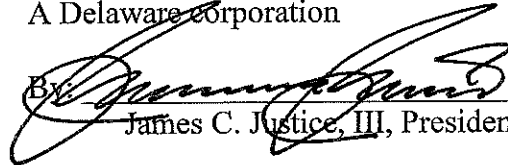
WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 4 of deed of open-space easement]

GRANTOR:

JAMES C. JUSTICE COMPANIES, INC.

A Delaware corporation

By: 
James C. Justice, III, President

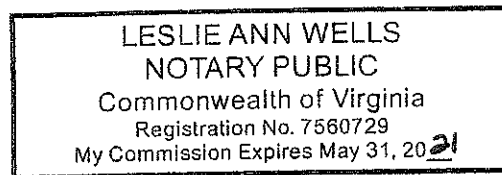
STATE/Commonwealth of Virginia,
CITY/COUNTY OF Roanoke, TO WIT:

The foregoing instrument was acknowledged before me this 12th day of June,
2019 by James C. Justice, III, President of James C. Justice Companies, Inc.


Notary Public

(SEAL)

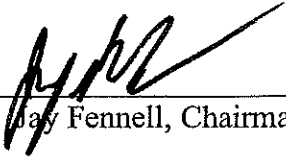
My commission expires: 5-31-2021
Registration No. 7560729



Accepted:

ALBEMARLE CONSERVATION EASEMENT AUTHORITY,

By: _____


Jay Fennell, Chairman

COMMONWEALTH OF VIRGINIA,

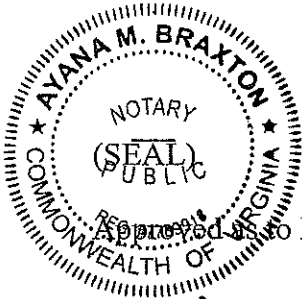
CITY/COUNTY OF Charlottesville, TO WIT:

The foregoing instrument was acknowledged before me this 11th day of July, 2019 by Jay Fennell, Chairman of the Albemarle Conservation Easement Authority.

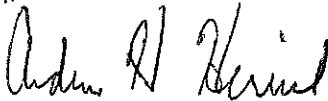


Notary Public

My commission expires: 4/30/2020
Registration No. 7789918



Approved as to Form:



Albemarle County Attorney

[Counterpart signature page 3 of 4 of deed of open-space easement]

Lender: CARTER BANK & TRUST

By Phyllis Karavatakis

Its: President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Franklin, TO WIT:

The foregoing instrument was acknowledged before me this 5th day of July, 2019 by Phyllis Karavatakis [name of officer], President [title of officer] of Carter Bank & Trust.

Brandy Hypes McKenzie
Notary Public

Brandy Hypes McKenzie
Notary Public
Commonwealth of Virginia
Reg # 7628013
My Commission Expires 04/30/2023

My commission expires: 04/30/2023
Registration No. 7628013

[Counterpart signature page 4 of 4 of deed of open-space easement]

Phyllis Q. Karavatakis
Phyllis Q. Karavatakis, Substitute Trustee

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Franklin, TO WIT:

The foregoing instrument was acknowledged before me this 5th day of July, 2019 by Phyllis Q. Karavatakis, Substitute Trustee.

Brandy Hypes McKenzie
Notary Public
Commonwealth of Virginia
Reg # 7628013
My Commission Expires 04/30/2023

(SEAL)

Brandy Hypes McKenzie
Notary Public

My commission expires: 04/30/2023
Registration No. 7628013

SCHEDULE A

“PARCEL I: All of that certain tract or parcel of land situated in Scottsville Magisterial District, Albemarle County, Virginia, containing 80.25 acres, more or less, as shown and described on a plat made by Carroll Gillispie, Certified Land Surveyor, dated of June 30, 1964, a copy of which is recorded in Deed Book 399, page 596 in the Clerk's Office of the Circuit Court for the County of Albemarle, Virginia.

PARCEL II: All that certain tract or parcel of land situated in the Scottsville Magisterial District of Albemarle County, Virginia, containing 57.092 acres, more or less, as shown and designated on a plat made by R. O. Snow & R. W. Ray, Inc. dated October 23, 1981, a copy of which plat is recorded in Deed Book 730, page 139, in the Clerk's Office of the Circuit Court for the County of Albemarle, Virginia.

TOGETHER WITH a non-exclusive easement for a right-of—way 50 in width providing ingress and egress to and from State Route 620 on either side of the road as presently constructed from State Route 620 to the center line of Jacobs Branch at the ford, as reserved and described in the deed of Mary Virginia Doggett and Wayland A. Doggett, Jr., her husband, to Raymond L. Spradlin, dated August 22, 1977, and recorded in the Clerk's office of the Circuit Court of Albemarle County, Virginia, in D. B. 629, p. 183.

PARCEL III: All that certain tract or parcel of land situated in the Scottsville Magisterial District of Albemarle County, Virginia, containing 95.481 acres, more or less, as shown and described on a plat made by Robert L. Lum, Land Planning - Surveying, dated December 22, 1976, a copy of which is recorded in said Clerk's Office in Deed Book 618, Page 271.

PARCEL IV: All that certain tract or parcel of land located in the Scottsville Magisterial District of Albemarle County, Virginia, designated on Albemarle Tax Map 104 as Parcel 18, containing 6.000 acres, more or less as shown and described on a plat made by Robert L. Lum, C.L.S., dated November 2, 1978, of record in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, in Deed Book 670, page 433.

PARCEL V: All that certain tract or parcel of land situated in the Scottsville Magisterial District of Albemarle County, Virginia, on the west side of State Route 729 just south of its intersection with State Route 53, containing 0.83 acres, more or less, as shown and described on a plat made by Paul Saunders, C.L.S., dated July 5, 1975, a copy of which is recorded In Deed Book 577, page 601, in the aforesaid Clerk's Office.

PARCEL VI: All that certain tract or parcel of land lying, being and situate in Scottsville Magisterial District, Albemarle County, Virginia, containing 199.690 acres of land shown and described on a plat recorded in Deed Book 776, page 411 in the aforesaid Clerk's Office, made by Carroll Gillispie, C.L.S., on May 3, 4, 1957 and February 3, 5, 1958.

LESS AND EXCEPT THE FOLLOWING:

A. 0.852 acre conveyed to John W. Gibbs, Jr. and Inger V. Rice by deed from The Continental Group, Inc. dated April 18, 1978 and recorded in the Clerk's Office of Circuit Court of Albemarle County, Virginia in Deed Book 645 at page 418.

B. 1.439 acres conveyed to the Commonwealth of Virginia by deed from The Continental Group, Inc. dated August 22, 1979 and recorded in the aforesaid Clerk's Office in Deed Book 682 at page 504.

C. 0.644 acre conveyed to the Commonwealth of Virginia by deed from Westvaco Corporation dated March 20, 1986 and recorded in the aforesaid Clerk's Office in Deed Book 890 at page 480.

PARCEL VII: All that certain tract or parcel of land situated in the Scottsville Magisterial District of Albemarle County, Virginia, on the north side of State Route 618, containing 19.4 acres, more or less, as shown and described on a plat made by Carroll Gillispie, C.L.S., dated April 20, 1965, a copy of which is recorded in said Clerk's Office in Deed Book 407, Page 404.

PARCEL VIII: All those fifty-three (53) certain tracts or parcels of land situated in the Scottsville Magisterial District of Albemarle County, Virginia, on the waters of Buckeyeland (sometimes called Buck-Island) Creek, containing in the aggregate 3,995 acres, more or less, being the 4,019 acres of land shown and described in the aggregate as Lot No. 2 and the Martia Edwards Tract on a plat of survey made by Carroll Gillispie, C.L.S., entitled "P.H. Faulconer Estate & National Bank & Trust Company at Charlottesville, Va." etc., dated July-August—September, 1960, a copy of which is recorded in said Clerk's Office in Deed Book 381, Page 242;

LESS AND EXCEPT the following:

A. 20.854 acres conveyed to Curtis L. Naylor by instrument dated May 16, 1979, recorded in the aforesaid Clerk's Office in Deed Book 673, page 462.

B. 1.422 acres conveyed to the Commonwealth of Virginia by instrument dated May 16, 1979, recorded in Deed Book 672, page 186.

C. 1.343 acres conveyed to the Commonwealth of Virginia by instrument dated March 20, 1986, recorded in Deed Book 890. page 480.

The fifty-three (53) parcels hereby conveyed are shown on the current Tax Maps and tax records of the County of Albemarle as follows:

(1) 92-61A containing 11.750 acres, more or less.

(2) 92-61B containing 19.500 acres, more or less.

(3) 92-61C containing 25.000 acres, more or less.

(4) 92-61D containing 18.000 acres, more or less.

(5) 92-61E containing 7.000 acres, more or less.

(6) 92-61F containing 10.000 acres, more or less.

- (7) 92-61G containing 12.000 acres, more or less.
- (8) 92-61H containing 20.000 acres, more or less.
- (9) 92-61I containing 71.000 acres in the aggregate, more or less, consisting of two tracts.
- (10) 92-61J containing 168.000 acres, more or less.
- (11) 104-8 containing 630.128 acres in the aggregate, more or less, consisting of five tracts.
- 12) 104-8A containing 15.000 acres, more or less.
- (13) 104-8B containing 15.750 acres, more or less.
- (14) 104-8C containing 15.250 acres, more or less.
- (15) 104-8D containing 207.360 acres, more or less.
- (16) 104-8E containing 76.630 acres, more or less.
- (17) 104-8F containing 12.160 acres, more or less.
- (18) 104-8G containing 53.620 acres in the aggregate, more or less, consisting of two tracts.
- (19) 104-8H containing 82.680 acres, more or less.
- (20) 104-8I containing 110.000 acres, more or less.
- (21) 104-8J containing 65.990 acres, more or less.
- (22) 104-8K containing 119.550 acres, more or less.
- (23) 104-8L containing 96.090 acres, more or less
- (24) 104-8M containing 7.830 acres, more or less.
- (25) 104-8N containing 453.045 acres, more or less.
- (26) 104-8P containing 35.000 acres, more or less.
- (27) 104-8Q containing 17.500 acres, more or less.
- (28) 104-8R containing 48.380 acres, more or less.
- (29) 104-8S containing 27.210 acres, more or less.

- (30) 104-8T containing 23.160 acres, more or less.
- (31) 104-8U containing 81.000 acres, more or less.
- (32) 104-8V containing 124.560 acres, more or less.
- (33) 104-8W containing 46.000 acres, more or less.
- (34) 104-8Y containing 13.880 acres, more or less.
- (35) 104-8Z containing 17.250 acres, more or less.
- (36) 104-9B containing 20.000 acres, more or less.
- (37) 104-9C containing 349.750 acres, more or less.
- (38) 105-13A containing 39.060 acres, more or less.
- (39) 105-13B containing 132.500 acres, more or less.
- (40) 105-13C containing 99.750 acres, more or less.
- (41) 105-13E containing 64.000 acres, more or less.
- (42) 115-43A containing 60.000 acres, more or less.
- (43) 115-43B containing 106.000 acres, more or less.
- (44) 115-43C containing 148.146 acres, more or less.
- (45) 115-43D containing 125.000 acres, more or less.
- (46) 115-43E containing 89.000 acres in the aggregate, more or less, consisting of two tracts.

PARCEL IX: All that certain tract or parcel of land situated In the Scottsville Magisterial District of Albemarle County, Virginia, containing 44.5 acres, more or less, being the residue of the 50 1/2 acre parcel of land shown and described on a plat recorded in said Clerk's Office in Deed Book 58, page 506, after deducting therefrom 6.0 acres of land conveyed to Thomas Morton by Deed from Coleman Sneed and his wife dated March 14, 1877, recorded in said Clerk's Office in Deed Book 71, page 416. Said 44.5 acre parcel is currently shown as TM 104-8X on the County Tax Maps; and said 6.0 acre parcel is currently shown as TM 104-18 on the County Tax Maps and is Parcel IV described above.

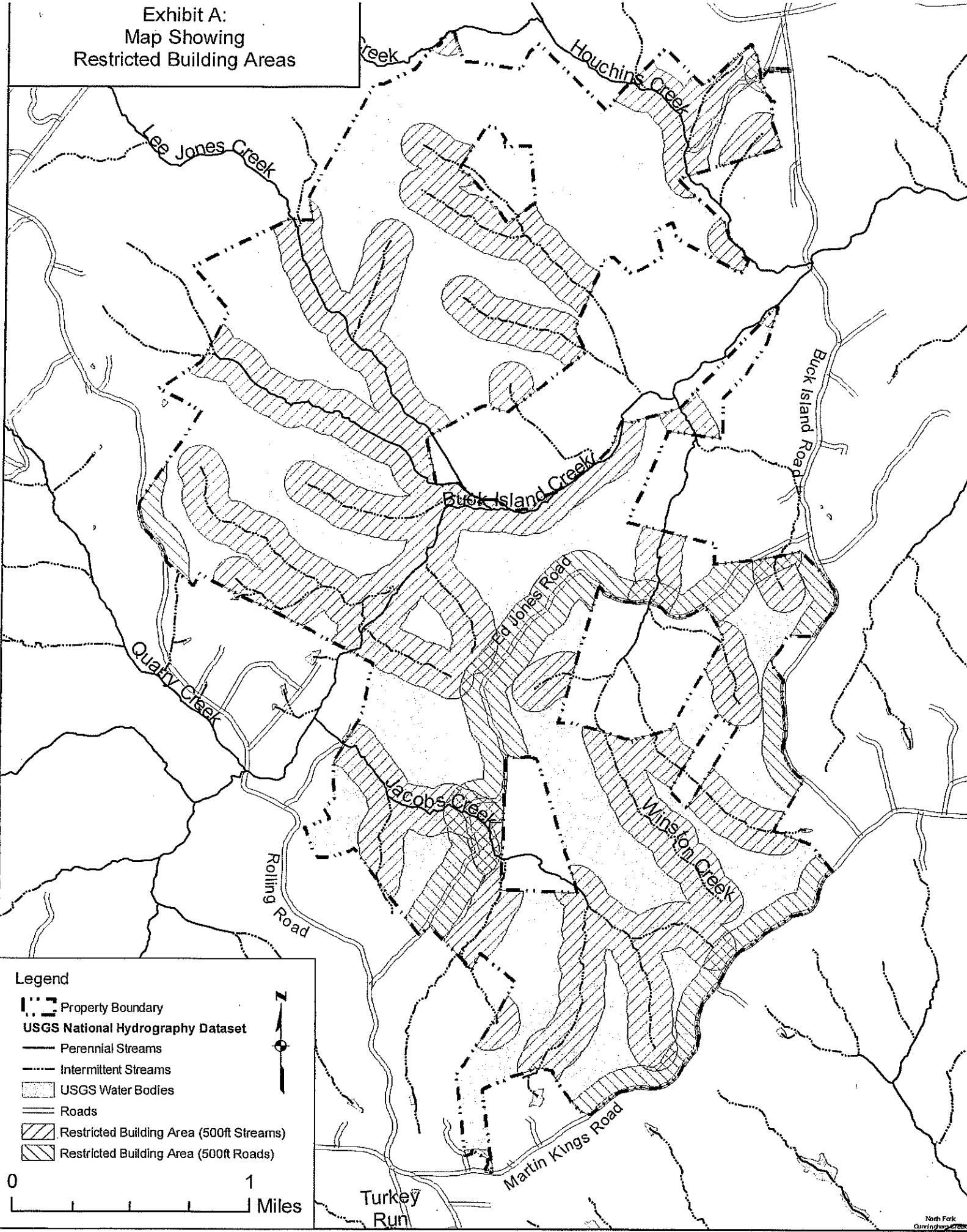
All that certain tract or parcel of land situate in the Scottsville Magisterial District of Albemarle County, Virginia, containing 6.75 acres, more or less, being the 6 3/4 acre parcel of land shown

and described on the aforesaid plat recorded in said Clerk's Office in Deed Book 58, Page 506. Said 6.75 acre parcel is currently shown as TM 105-13D on the County Tax Maps.”

It being part of the same property as that conveyed to James C. Justice Companies, Inc., a Delaware corporation by deed from MWV-Land Sales, Inc., (a Delaware corporation and wholly-owned subsidiary of Meadwestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, dated November 12, 2010 and recorded December 1, 2010 in the Clerk's Office, Circuit Court for the County of Albemarle, Virginia in Deed Book 3965, page 5.

EXHIBIT A

Exhibit A:
Map Showing
Restricted Building Areas



- Legend**
- Property Boundary
 - USGS National Hydrography Dataset
 - Perennial Streams
 - Intermittent Streams
 - USGS Water Bodies
 - Roads
 - Restricted Building Area (500ft Streams)
 - Restricted Building Area (500ft Roads)

0 1 Miles