

Instrument Control Number

143675

BOOK 1185 PAGE 514

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [10/27/2014]

Instrument Type: [DG]

Number of Parcels [1]

Number of Pages [21]

City ☐ County ☒ [Caroline County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[MAPLEDALE LLC]	[]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/> [VIRGINIA OUTDOORS]	[]	[]	[]
<input checked="" type="checkbox"/> [COMMONWEALTH OF]	[]	[]	[]

Grantee Address (Name) [VIRGINIA OUTDOORS FOUNDATION]
(Address 1) [BOX 909]
(Address 2) []
(City, State, Zip) [TAPPAHANNOCK] [VA] [22560]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Caroline County] Percent. in this Juris. [100]
Book [] Page [] Instr. No []

Parcel Identification No (PIN) [94-A-42, 94-A-42A]

Tax Map Num. (if different than PIN) [94-A-42, 94-A-42A]

Short Property Description [SEE INST]

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) [] [] []

Instrument Prepared By [GLUBIAK, PETER G]

Recording Paid for By [GLUBIAK, PETER G]

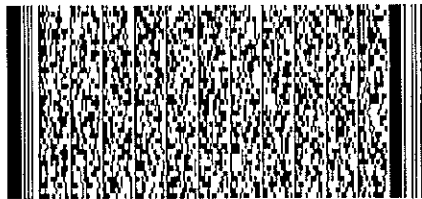
Return Recording To (Name) [VIRGINIA OUTDOORS FOUNDATION]

(Address 1) [BOX 909]

(Address 2) []

(City, State, Zip) [TAPPAHANNOCK] [VA] [22560]

Customer Case ID [] [] []



NOTE TO TITLE EXAMINERS: This conservation and 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: Peter G. Glubiak (VSB #31271)
Box 27
King William, Virginia 23086

Return to: Virginia Outdoors Foundation
Box 909
Tappahannock, Virginia 22560

TAX MAP NOS. 94-A-42, 94-A-42A

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 20th day of October, 2014, between MAPLEDALE LLC ("Grantor") ; the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); Union First Market Bank, formerly known as, Union Bank and Trust Company (the "Bank"); and Union Service Corporation (the "Trustee"), witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Caroline County, Virginia, containing in the aggregate 358.84 acres 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 governmental agency 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 Acts of 1966, 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"), provides "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.

R-4 Pursuant to Sections 10.1-1700 and 10.1-1703 of 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 agriculture, livestock production, forest, or open-space use, all as more particularly set forth below.

R-5 Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

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 Caroline Comprehensive Plan adopted on January 12, 2010, and the Property is located within an area that is designated as Agricultural Rural 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 governmental conservation policies 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. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. 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 forest resources; and

e. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the 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).

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

a. The County's Comprehensive Plan adopted January 12, 2010 (the "Comprehensive Plan") indicates the Property as being within either Agricultural or Rural Preservation, and as such encourages the preservation of open space, agricultural and timber uses within the County, specifically:

- 1) Objective of 4.3 of the Comprehensive Plan "encourages preservation of agricultural land, forestal lands, scenic areas, open spaces in environmental sensitive areas through a combination of techniques, including land use value assessment, cluster development provisions, conservation easements, land trusts and purchase transfer development rights", and;
- 2) Objective of 8.6 of the Comprehensive Plan "preserves the rural character of the County by discouraging rural subdivisions that utilize agricultural lands, forestlands, environmentally sensitive areas and open spaces", and;
- 3) Objective of 8.6.1 of the Comprehensive Plan "encourages the use of

conservation easements and land trusts in rural areas to facilitate open space preservation and the protection of agricultural lands, forestal lands, natural areas and environmentally sensitive areas.”

- 4) The Property is shown on the Comprehensive Plan’s “Land Use” map as lying within an area designated as a “Rural Planning Area,” and such Rural Planning Area has been designated in the Comprehensive Plan’s “Land Use Plan” “for the purpose of protecting agricultural, forestal and open space resources and the preservation of the County’s traditional rural character;”

b. According to the County’s zoning classification for the Property, the Property is zoned Rural Preservation, which supports agricultural and timber uses within the County; and

c. The County has determined that it is desirable to encourage the continued preservation of the Property as open space and agricultural/forest land by providing for preferential use value taxation of the Property under Section 10.1 of the County Code pursuant to Sections 58.1-3230 through 58.1-3244 of the Code of Virginia (1950), as amended, which authorizes localities to adopt ordinances providing for special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use.

R-10 The Property contains working forests, the majority of which are managed for sustainable timber production, wildlife habitat, and water quality. According to the Virginia Department of Forestry, ninety-eight percent (98%) of the forestland on the Property has been classified as having a high level of forest conservation value.

R-11 The Property contains frontage on Reedy Creek, a tributary of the Mattaponi River and the Chesapeake Bay, and contains numerous springs and wetlands, the preservation of which contribute to the water quality of the Chesapeake Bay by preventing non-point source pollution.

R-12 The Property contains forest cover, streams, and wetlands, which provide habitat for a variety of wildlife and plant species, and the Department of Conservation and Recreation Natural Heritage Program (DCR-NH) ecologists have confirmed that the Property intersects an area designated by DCR-NH as the Reedy Creek – Mill Creek Stream Conservation Unit due to an occurrence of a significant aquatic natural community; preventing intensive development of the Property by the restrictions set forth herein helps protect ecologically significant areas.

R-13 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-14 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-15 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-16 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.

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 an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 358.84 acres located in Caroline County, Virginia, near Burress Corner, fronting on State Route 653, to-wit:

PARCEL 1

ALL that certain piece or parcel of land together with the appurtenances thereto belonging or in anywise appertaining, lying, being and situate in Reedy Church Magisterial District, Caroline County, Virginia, containing 200.38 acres, more or less, and the Southern line being the centerline of State Route 653, bounded on the West now or formerly by Larry Robert Parks, bounded on the North and East now or formerly by Timberland Investments, LP and Kemp Smith Estate, the Eastern line being the center line of Reedy Creek as it travels South to the centerline of the said Route 653, all as more particularly shown on a boundary survey made by Maxey-Hines & Associates, P.C., dated January 31, 2006.

BEING the same real estate conveyed to Mapledale, LLC, by deed from Leonard A. Paris, Executor of the Estate of H. Aston Taylor and Mandy L. Cranfill, dated March 3, 2006, recorded March 14, 2006, in the Clerk's Office, Circuit Court of Caroline County, Virginia, in Deed Book 818, page 287.

PARCEL 2

ALL that certain piece or parcel of land together with the appurtenances thereto belonging or in anywise appertaining, lying, being and situate in Reedy Church Magisterial District, Caroline County, Virginia, containing 158.46 acres, more or less, and the Northern line being the centerline of State Route 653 bounded on the West now or formerly by Geoffrey R. Honan and Katheryn L. Honan, on the South now or formerly by Doswell, Ray C. Campbell and Kimberly C. Campbell and Harry R. Meyer and Darlene S. Meyer and the East line being along the centerline of Reedy Creek as it proceeds northward to the centerline of the said Route 653, all as more particularly shown on a boundary survey made by Maxey-Hines & Associates, P.C., dated January 31, 2006.

BEING the same real estate conveyed to Mapledale, LLC, by deed from Leonard A. Paris, Executor of the Estate of H. Aston Taylor and Mandy L. Cranfill, dated March 3, 2006, recorded March 14, 2006, in the Clerk's Office, Circuit Court of Caroline County, Virginia, in Deed Book 818, page 283.

The Property is shown as Tax Map Nos. 94-A-42 and 94-A-42A among the land records of the County of Caroline, Virginia. **Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been 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 -PURPOSE

The 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 Documentation Report described in Section IV below and include the Property's open-space 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 purpose of this Easement is preservation of land for forestal use and natural habitat and biological diversity and watershed preservation.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

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. The Property shall not be divided into, or separately conveyed as, more than three parcels (two divisions permitted).** 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 division of the remainder of the Property not so conveyed, except to the extent the permitted division is allocated by that grantor in the instrument creating the division or other recorded instrument.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions of the Property, provided that Grantee approves such adjustments, is made party to any deed creating a boundary line adjustment, and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or

(ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee.

The acquisition of a *de minimis* portion of the Property adjacent to State Route 653 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 landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route 653 in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. 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.

In the event that 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.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property:

(a) **Dwellings and non-residential outbuildings and structures.** Three dwelling units, such as detached or attached dwellings, barn or garage apartments, or cabins, each of which may be used by one or more persons or families and which shall not exceed an aggregate of 14,000 square feet of above-ground enclosed living area, and non-residential outbuildings and structures commonly and appropriately incidental to such dwellings sized appropriately to serve as amenities to residential use. Such dwellings shall not individually exceed 4,500 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. Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of a dwelling on the Property. 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 unless such dwelling rights are allocated among the parcels in the instrument creating the division or other recorded instrument.

(b) **Farm buildings or structures.** Farm buildings or 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, which 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. For purposes 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; and

(c) **Buildings for the processing and sale of farm or forest products or certain animal-related uses.** Buildings for the processing and sale of farm or forest products produced or partially produced on the Property not exceeding 4,500 square feet of enclosed area in the aggregate and not individually exceeding 2,500 square feet of enclosed area. For purposes of this paragraph (c), a building for the processing and sale of farm or forest products shall mean a building originally constructed and used for the activities specified in Section II Paragraph 3(i)(b) below. In addition, subject to the written approval of Grantee, such buildings or structures (with the square footage limitations set forth above) may be used for kennels, wildlife rehabilitation centers, veterinary clinics, or similar enterprises; approval shall be contingent upon Grantee's determination that the construction of such buildings or structures is consistent with the conservation purposes of this Easement and protective of the conservation values identified herein and that the buildings or structures are located at sites on the Property not adversely impacting such conservation values; and

(d) **Roads.**

(1) Private roads to serve permitted buildings or structures; private roads and access easements to parcels created by the permitted divisions of the Property; and roads with permeable surfaces for 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 such roads or driveways have the written approval of Grantee, which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property.

(3) Public roads required to be constructed in conjunction with the permitted divisions of the Property, provided that Grantee determines that the construction and maintenance of such public roads will not impair the conservation values of the Property and gives prior written approval of such construction; and

(e) **Utilities.** Public or private utilities to serve permitted buildings, structures, or activities on the Property and public or private utilities to serve parcels created by the permitted divisions of the Property. Public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve such public or private utilities; and

(f) **Alternative energy structures.** Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, and scaled to provide electrical energy or pump water for permitted dwellings, other buildings, structures, and 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 including, but not limited to, solar panels, wind turbines, and micro-hydro installations; and

(g) **Small-scale miscellaneous buildings or 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.

(ii) Grantor shall have the right to construct any dwellings, other buildings, structures, roads, 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, and utilities on the Property, within the limitations set forth in this Easement.

(iii) All or a portion of the aggregate allowable square footage for dwellings set forth in Section II Paragraph 2(i)(a) above may be allocated to buildings or structures to be used for educational, scientific, religious, or public recreational purposes, provided that Grantee determines that the conversion of dwellings or the construction of new buildings or structures for such purposes is consistent with the conservation purposes of this Easement, will not impair the conservation values protected herein, and gives prior written approval of such conversion or construction.

(iv) The collective footprint of all buildings and structures on the Property, excluding roads and driveways, shall not exceed one (1%) percent 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. 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), (f), and (g) and Section II Paragraph 2(iii) above and all other impervious surfaces, excluding roads. In the event of division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads and driveways, shall not exceed one (1%) percent of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. **ACTIVITIES ON THE PROPERTY.**

(i) Industrial or commercial activities are prohibited, with the exception of 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 in buildings permitted in Section II Paragraph 2(i)(c) above;

(c) small-scale incidental commercial or industrial operations compatible with activities set forth in (a) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(d) activities, other than those already permitted in (a) 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 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 incidentally in the operation of approved alternative energy structures and associated equipment as provided in Section II Paragraph 2 (i)(f) 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 purpose 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; and

(g) temporary or seasonal outdoor activities or events ("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, except that such activities involving 100 or more people shall not exceed seven consecutive days unless Grantee gives its prior written approval of such activities, which approval shall take into consideration the number of people involved, the duration of such activities, and any other aspects thereof that may have an impact on the conservation values being protected herein. Approval may be subject to the requirement that at the conclusion of the activity Grantor shall restore the Property to its pre-existing condition.

(ii) Educational, scientific, religious, or public recreational activities are permitted on the Property, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein. (Recreational activities may include use of all or a portion of the Property as a park for passive recreational activities, such as hiking, photography, bird watching, and nature study.)

Notwithstanding any other provision of this Easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than 14 days before beginning any material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the purposes 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.

The following activities do not constitute material timber harvesting or land clearing and do not require the use of BMPs or a pre-harvest plan: the cutting, clearing, or removal of trees on less than 10 acres of the Property at any one time (i) for the construction or maintenance of permitted roads, trails, utilities, buildings, structures, or ponds, (ii) for firewood for domestic use, (iii) which are invasive species, (iv) which pose a threat to the health or safety of persons, property, or livestock, (v) which are dead, diseased, or dying, or (vi) for other permitted activities on the Property, except timber harvesting or land clearing.

5. **RIPARIAN BUFFER.** To protect water quality, riparian buffer strips shall be maintained as follows:

100-foot buffer strips shall be maintained along the edges of Reedy Creek, as measured from the tops of the banks and in a landward direction from the edge of the wetlands. Livestock shall be excluded from the buffer strips.

(i) Within the buffer strips there shall be (a) no buildings or other substantial structures constructed, (b) no new paved roads or paving of existing roads without Grantee's approval (c) no 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, removal of trees for the purpose of maintaining existing roads or constructing new permitted roads, or minimal removal of individual trees, and (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(ii) below.

(ii) 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 strips to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow, (d) creation and maintenance of trails with unimproved surfaces, (e) creation and maintenance of wildlife plots and natural heritage habitat, (f) planting of trees, shrubs, grasses, or other vegetation, and (g) clearing, grading

and dam construction to create ponds (but not storm water retention or detention ponds to serve other properties).

(iii) Should Reedy Creek 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 creek. 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, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, 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 on or from the surface of the Property, and dredging on or from the Property are prohibited.

7. ACCUMULATION OF TRASH. Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property.

8. SIGNS. No billboards or other signs may be displayed on the Property, except for signs that relate to the Property or to permitted activities (including commercial activities) thereon. Temporary political signs are allowed. No sign visible from outside the Property shall exceed thirty-two square feet in size.

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.** 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 (i) to require restoration of the Property to its condition at the time of the conveyance 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 restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; and (iii) to enjoin non-compliance by temporary or permanent injunction. 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, 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. 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 (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (ii) 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. 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 describes the condition and character of the Property at the time of the conveyance. The Baseline Documentation Report 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 Baseline Documentation Report 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 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, the parties hereto and their successors and 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. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property (including the mineral rights located under the surface of the Property), that Grantor has all right and authority to grant and convey this Easement, and that 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 mortgages or deeds of trust not subordinated to this Easement.
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
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 dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan, 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.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement 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 purpose 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

instrument shall be construed and applied in a manner that will not prevent this Easement 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 limit its enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, 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 2223 Richmond Tappahannock Highway, Manquin, Virginia, 23106.

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 that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property. (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 purpose 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 purpose 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 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. 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.
10. **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.

11. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, 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 and (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations.
12. **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 the perpetual conservation restriction at the time of the conveyance bears to the value of the Property as a whole at that time. The values applicable for purposes of the calculations required by this Paragraph 12 shall be the values finally determined for purposes of any federal income tax deduction allowed with respect to the conveyance of this Easement, provided an income tax deduction is sought.
13. **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.
14. **EXTINGUISHMENT.** Should an attempt be made to extinguish this Easement in whole or in part, such extinguishment shall be carried out by judicial proceedings in compliance with IRC Section 170 (h) and applicable Treasury Regulations. In 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 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
15. **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 purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest 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 Caroline County, Virginia.
16. **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, and access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.

17. **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.
18. **SEVERABILITY.** 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.
19. **ENTIRE AGREEMENT.** This instrument 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.
20. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
21. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Caroline, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
22. **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.

Union First Market Bank, formerly known as, Union Bank and Trust Company, herein the Bank, is the secured party under: (1) a certain Deed of Trust dated March 30, 2007 and recorded in the Clerk's Office of the Circuit Court of the County of Caroline, Virginia in Deed Book 898 at Page 635, as modified by that certain Deed of Trust Modification dated August 8, 2014 and recorded in the Clerk's Office of the Circuit Court of the County of Caroline, Virginia in Deed Book 1183 at Page 186, and (2) a certain Supplemental Deed of Trust dated August 8, 2014 and recorded in the Clerk's Office of the Circuit Court of the County of Caroline, Virginia in Deed Book 1183 at Page 194, which subject the Property to the Bank's lien. The Bank hereby consents to the terms and intent of this Easement, and agrees that the liens represented by said Deeds of Trust shall be held subject to this Easement and joins in this Deed to reflect its direction to the Trustee to execute this Easement to give effect to the subordination of such Deed of Trust to this Easement. The Trustee joins in the execution of this Easement to confirm that in the event of foreclosure under either deed of trust or other sale of the property described in the deeds of trust under

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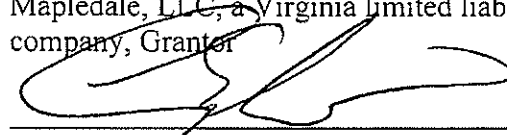
BOOK 1185 PAGE 532

judicial or non-judicial proceedings, the property will be sold subject to this Easement. Neither the Bank nor the Trustee makes any express or implied warranty to Grantor or Grantee that any tax benefits will be available to Grantor or that any tax benefits are transferable.

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


[Counterpart signature page 1 of 3]

Mapledale, LLC, a Virginia limited liability
company, Grantor


By: Cary E. Longest, Managing Member, Grantor

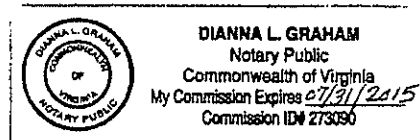
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF King William, TO WIT:

The foregoing instrument was acknowledged before me this 22nd day of October,
2014, by Cary E. Longest, Managing Member of Mapledale, LLC, a Virginia limited liability
company, Grantor.


Notary Public

(SEAL)

My commission expires: July 31, 2015
Registration No.: 273090



[Counterpart signature page 2 of 3]

Union First Market Bank, formerly known
as, Union Bank and Trust Company,
Noteholder

BY: James A. DeLoe, Jr.

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

The foregoing instrument was acknowledged before me this 20th day of October
2014, by James A. DeLoe, Jr. for Union First Market Bank, formerly known as,
Union Bank and Trust Company, Noteholder.

Crystal D. Moore
Notary Public

(SEAL)

My commission expires: 2/28/2015
Registration No.: 272942

Union Service Corporation, Trustee

BY: James A. DeLoe, Jr.
Vice President

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

The foregoing instrument was acknowledged before me this 20th day of October
2014, by James A. DeLoe, Jr., Vice-President of Union Service Corporation, Trustee.

Crystal D. Moore
Notary Public

(SEAL)

My commission expires: 2/28/2015
Registration No.: 272942



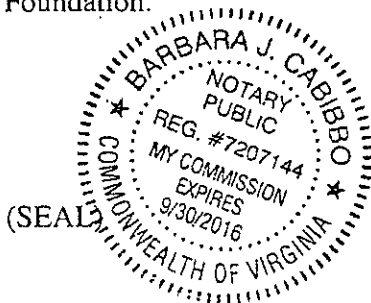
[Counterpart signature page 3 of 3]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: Leslie H. Grayson

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

The foregoing instrument was acknowledged before me this 24th day of October, 2014 by Leslie H. Grayson, a Deputy Director of the Virginia Outdoors Foundation.



Barbara J. Cabibbo
Notary Public

My commission expires: 9-30-16
Registration No. 7207144

VIRGINIA: In the Clerk's Office of the Circuit Court of Caroline County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 27th day of October, 2014 10:43 A. M. The tax imposed by §§58.1-502 of the Code has been paid in the amount of \$0.00.
Teste: Jay J. Campbell clerk