

Prepared by:

John A. Nere, Jr., Esq.

John A. Nere, Jr. PC

806 Princess Anne Street

Fredericksburg, VA 22401-5820

TAX MAP NO. 48-A2, and 48- A3, Caroline County, and 9-38, 9-46, 9-40, 9-28, and 3-30, Essex County

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

THIS DEED OF EASEMENT (this "Easement"), made this \_\_\_\_ day of \_\_\_\_\_, 2008, between PINE HILL LLC ("Grantor") and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns. Added signatory is United States Department of Army, as an agency of the United States Government, for acceptance of the rights conveyed to it.

**WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of real property situated off Route 639 in Essex County and Route 625 in Caroline County, Virginia, containing in the aggregate approximately 430.84 acres as further described below (the "Property"), and agrees to sell, grant and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, 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 of 1986, as amended (and corresponding provisions of any subsequent tax laws)(IRC) and Treasury Regulation §1.170A-14(c)(1), and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving 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; and

WHEREAS, pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement 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; and

WHEREAS, Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, §§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; and

WHEREAS, this open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental 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, §§10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. The Chesapeake Bay Preservation Act (Chapter 21 of Title 10.1 Section 10.1-2100 to 10.1-2116 of the Code of Virginia) for the protection of the Chesapeake Bay. Subsequently the Chesapeake Bay Local Assistance Board adopted regulations concerning the use and development of certain lands within the tidewater region called Chesapeake Bay Preservation Areas, which, if improperly developed, may result in substantial damage to the water quality of the Chesapeake Bay and its tributaries;

e. The Chesapeake 2000 Agreement, in which the Governor of the Commonwealth of Virginia and the Administrator of the United States Environmental Protection Agency acknowledged "that future development will be sustainable only if we protect our natural and rural resource land, limit impervious surfaces and concentrate new growth in existing population centers." A goal of the Chesapeake 2000 Agreement is to



“expand the use of voluntary and market-based mechanisms such as easements... to protect and reserve natural resource lands”;

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

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

a. its comprehensive plan adopted April 2003 to which plan the restrictions set forth in Section II of this deed conform and which states as its goal “to protect and enhance the natural resources and environmental quality of the County through measures which protect the County’s natural resources and environmentally sensitive lands and waters” in order to protect or conserve “the water quality of the Chesapeake Bay and its tributaries”, “tidal and non-tidal wetland resources”, “forest resources”, “plant and wildlife habitats” and

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

a. its comprehensive plan adopted February 27, 2001 to which plan the restrictions set forth in Section II of this deed conform and which states as its goal “ Identify and encourage the conservation of significant agricultural land , and encourage the use of conservation easements ; agricultural and forest districts and land trusts”; and

WHEREAS, the Property is situated on Baylors Creek and Portage Run, both tributaries of the Chesapeake Bay; and

WHEREAS, the Property adjoins the boundary of Fort A.P. Hill and lies adjacent to the Rappahannock River Valley National Wildlife Refuge, and the protection of the Property adds to the ecological value of those lands; and

WHEREAS, Section 2811, National Defense Authorization Act For Fiscal Year 2006, “Agreements to Limit Encroachment and Other Constraints on Military Testing and Operation”, codified as amended at Section 2864a of Title 10 of the United States Code, and provides authorization for Fort A.P. Hill to prepare a Compatible Use Buffer Agreement to limit encroachment to its operations and preservation of open space values on the Property through this Easement will also serve the purpose of avoiding incompatible development of the Property and corresponding adverse impacts to Fort A.P. Hill’s military mission; and

WHEREAS, pursuant to Section 2811, National Defense Authorization Act for Fiscal Year 2006, the United States Department of Defense has awarded a grant in the amount of Seven Hundred Forty-Five Thousand and Three Hundred Fifty-Five Dollars (\$745,355) for the purchase of the value of the Easement and will serve as a third party in interest with rights in the Easement set forth in Section V.16; and

WHEREAS, the Property contains open agricultural land and forest land; and

WHEREAS, this Easement will yield significant public benefit to the citizens of the Commonwealth and the United States as set forth in Section I; and

WHEREAS, 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; and

WHEREAS, 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, which values are reflected in Section I; and

WHEREAS, Grantee has determined that the Restrictions will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property, the governmental conservation policies furthered by the Easement, and the military mission of Fort A.P. Hill; and

WHEREAS, 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 and of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby bargain, sell, grant and convey to Grantee a conservation and open-space easement in gross (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 430.84 acres located in Occupacia Magisterial District, Essex County and Caroline County, Virginia, near Supply, fronting on Route 639 and Route 625 to-wit:

The Property is shown as Tax Map No. 48-A2, 48-A3, among the land records of the County of Caroline, Virginia, and Tax Map No. 9-38, 9-46, 9-40, 9-28, and 3-30 among the land records of the County of Essex, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, 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 conservation purpose of this Easement is to preserve land for watershed preservation and to 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 its open-space and natural values and its values as land preserved for open-space and rural uses such as agriculture, livestock production and forestry.

This Easement is also intended to protect Fort A.P. Hill's military mission by avoiding incompatible development and degradation of natural resources.

## **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 two (2) parcels. Grantor shall give Grantee notice prior to making any division of the Property.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions of the Property, provided that Grantee is made party to the deed creating the 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.

2. **BUILDINGS AND STRUCTURES.** No buildings or structures other than the following are permitted on the Property:

(i) two single-family dwellings. Each dwelling shall not exceed 4,500 square feet of above-ground enclosed living area without Grantee's prior review and written approval ; and

(ii) non-residential outbuildings and structures commonly and appropriately incidental to the dwellings permitted in subsections (i) of this paragraph, and sized appropriately to serve as an amenities to single-family residential use, provided that the aggregate footprint of such non-residential outbuildings and structures for each permitted dwelling shall not exceed 2,500 square feet in ground area unless prior written approval shall have been obtained from Grantee that a larger footprint is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area; and

(iii) 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 structure on the conservation values of the Property. Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property.

In the event of a subdivision of the Property as provided in Paragraph 1 above, permitted dwellings shall be allocated between the parcels in the instrument creating the division or other recorded instrument.

Private roads and utilities to serve permitted buildings or structures, private roads and utilities to serve parcels created by the permitted division of the Property, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained. Public or private utilities whose construction and maintenance Grantee determines will not impair the Property's conservation values may be constructed and maintained if Grantee gives its prior written approval.

The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 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 protected herein, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the structures set forth in subsections (i) through (iii) above and all other impervious surfaces, excluding roads. In the event of the division of the Property, the collective footprint of all structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed 1% of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, livestock production (animal husbandry), equine activities and forestry, and related small-scale incidental commercial or industrial operations that Grantee approves in writing as being consistent with the conservation values of this Easement; (ii) processing and sale of products produced on the Property as long as no additional buildings are required; (iii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values herein protected; and (iv) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance. Temporary outdoor activities involving 100 or more people shall not exceed 7 consecutive days in any 90-day period without prior written approval of the Grantee.
4. **MANAGEMENT OF FOREST.** Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. All



material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 30 days before beginning any material timber harvest. The objectives of the Forest Stewardship Management Plan may include, but are not limited to, forest health and water and air quality. Grantee shall be notified 30 days prior to the clearing of over 10 acres of forestland for grassland, crop land, or in association with the construction of permitted buildings.

Non-commercial *de minimis* harvest of trees for trail clearing, firewood or Grantor's domestic use, trees that pose an imminent hazard to human health or safety, or removal of invasive species shall not require a Forest Stewardship Management Plan.

5. **RIPARIAN BUFFER.** To protect water quality, a 100-foot buffer strips shall be maintained in forest or be permitted to revegetate naturally along the edges of Bayers Creek and Portage Run as measured from the mean high water marks. Within these buffer strips there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard, and (d) no cultivation or other earth-disturbing activity, except as may be reasonably necessary for (i) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (ii) fencing along or within the buffer area (iii) construction and maintenance of stream crossings that do not obstruct water flow (iv) creation and maintenance of foot or horse trails with unimproved surfaces, and (v) dam construction to create ponds. Limited mowing to control non-native species or protect trees and other plants planted in forested buffers is permitted. There shall be no grazing of livestock in the buffer strips.
6. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) wetlands or stream bank restoration pursuant to a government permit, (iii) erosion and sediment control pursuant to a government-required erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is 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.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed. No signs visible from outside the Property shall exceed nine 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 has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the recordation of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance; and to enjoin non-compliance by *ex parte* 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 insure compliance with this Easement, and Grantor hereby waives any defenses 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 or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the



Property from such causes. Should the Grantee fail to enforce the terms of this easement, the United States Department of the Army has the right to bring an action at law or in equity to enforce the restrictions contained herein.

#### **SECTION IV – DOCUMENTATION**

Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the conveyance. The 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.

#### **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. Landowner's rights and obligations under this Easement terminate upon proper transfer of Landowner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS.** 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. Grantor retains the exclusive right to such access and use, subject to the terms hereof.
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to 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 utility and access easements) including, but not limited to, any mortgages not subordinated to this Easement.
4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1801 and is evidenced by the signature of a Deputy Director, by authority granted by Grantee's Board of Trustees.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building

density. 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 not expressly prohibited by this Easement are permitted on the Property.
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.
8. **NOTICE TO GRANTEE.** Grantor agrees to notify Grantee in writing (i) 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; and (ii) 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.  
  
Any notice required to be given by Grantor to Grantee hereunder shall also be given to the United States Department of the Army through a designated official at Fort A.P. Hill.
9. **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.
10. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity. Grantee shall not transfer this Easement to an entity without prior written notice to Grantor and to an authorized official of the United States Department of the Army at Fort A.P. Hill and with the written concurrence of the United States Department of the Army.
11. **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 grant bears to the value of the Property as a whole at that time.



12. **EXTINGUISHMENT, CONVERSION, 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 extinguishment of open-space easements or loss of open space. Nevertheless, should an attempt be made to extinguish this Easement, such extinguishment can be made only by judicial proceedings and only if in compliance with Section 10.1-1704. In any sale or exchange of the Property subsequent to an extinguishment, the United States Department of the Army shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth 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. The United States Department of the Army 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.
13. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall affect this Easement's perpetual duration or reduce the Property's conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County of Essex and the County of Caroline, Virginia.
14. **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.
15. **THIRD PARTY RIGHTS OF US ARMY.**
- a. Third Party Rights of Enforcement: the Army shall have all of the rights of Grantee hereunder, provided that it shall be the primary obligation of the Grantee, its successors or assigns to monitor and enforce this Easement, and the Army shall undertake such responsibilities only in the event that Grantee, its representatives, successors or assigns fails to do so pursuant to Section III. Grantee shall provide copies of all monitoring reports, required notices, requests for approval, and any other communication between Grantee, its successors or assigns and Grantor affecting this Easement. If the Secretary of the Army, through an authorized official, determines that the breach of a term or condition under this Easement presents an imminent adverse effect to the military mission of Fort A.P. Hill, the Secretary, at his or her option, may forego enforcement action and direct Grantee to transfer all right, title and interest in this Easement to the United States.
- b. In accordance with Section V.10, Grantee shall notify the Army in writing and obtain its written approval prior to transferring any right, title or interest in this Easement. If Grantee shall cease to exist or attempts to terminate, transfer, or

otherwise divests itself of any rights, title or interest of this Easement without the prior written approval of an authorized official of the United States or the Secretary of the Army, such transaction will be legally ineffective and, at the option of the Secretary of the Army, all right, title and interest in the Easement shall become vested solely in the United States.

c. In the event that the Secretary of the Army determines he or she must exercise rights to enforce or take title to the Easement as outlined in Section V.16(a) above, the Army will provide written notice to Grantee by certified mail at Grantee's last known address. The notice will set forth the nature of the noncompliance by the Grantee and, if applicable, the imminent adverse effect posed to the military mission of Fort A.P. Hill as a result of a breach of this Easement. Upon receipt of the notice, Grantee shall have 60 days to cure the noncompliance. If Grantee fails to cure the noncompliance within the 60 day cure period, the United States will take the action specified in the notice. The United States reserves the right to decline to provide a period for cure if the Army determines imminent irreparable harm to a protected resource or value may occur and result in an adverse effect to the military mission of Fort A.P. Hill.

16. **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.
17. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Offices of the County of Essex and the County of Caroline, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.



WITNESS the following signatures and seals:

[Counterpart signature page 1 of 3]

Pine Hill LLC

By [Signature]  
Grantor Thomas L. DeShazo  
manager

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

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of  
July, 2008, by Thomas L. DeShazo, manager of Pine Hill  
LLC, on its behalf.

[Signature]  
Notary Public

My commission expires: 9-30-09

(SEAL)



[Counterpart signature page 2 of 3]

Accepted:

VIRGINIA OUTDOORS FOUNDATION,

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2008, by \_\_\_\_\_, a Deputy Director of the  
Virginia Outdoors Foundation.

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

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

(SEAL)



ACCEPTANCE OF PROPERTY INTEREST BY THE UNITED STATES ARMY ON  
BEHALF OF THE UNITED STATES OF AMERICA

The United States Army, an agency of the United States Government, hereby approves  
the foregoing Deed of Conservation Easement, and accepts the rights conveyed therein,  
on behalf of the United States of America.

Accepted:  
UNITED STATES ARMY

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2008, by \_\_\_\_\_, the authorized person to  
sign on behalf of the US Department of the Army, and acknowledged and accepted the  
rights conveyed by the deed to be her/his voluntary act and deed.

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

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

(SEAL)