

This sample deed is provided to assist landowners and their attorneys in preparing deeds of easement to be conveyed to Old Dominion Land Conservancy, Inc. ("ODLC") as a holder under the Virginia Conservation Easement Act. As each property contains unique conservation values, staff may recommend provisions appropriate to individual properties. Landowners should discuss present and future land management practices with ODLC staff before preparation of the deed of easement.

ODLC does not provide legal or tax advice or warrant that this sample will meet any IRS or Virginia Department of Taxation requirements or the Virginia Land Conservation Foundation's Conservation Value Review Criteria for easements valued over one million dollars. An easement will permanently change how the property may be used and its market value. Because this change can have major estate planning and tax consequences, landowners should consult legal counsel prior to submission of their proposed easement to the ODLC Board of Directors for its consideration.

---

**NOTE TO TITLE EXAMINERS:** This conservation 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 and return to:

(Landowner's attorney) (VSB#)  
(Firm)  
(Address)

Title Insurer: **[Nota Bene:** ODLC requires title insurance, for its easement created under the Virginia Conservation Easement Act.]

PARCEL ID / TAX MAP PARCEL NO(S):

**Exempt from recordation tax under § 58.1-811(D)  
of the Code of Virginia (1950), as amended**

THIS DEED OF GIFT OF EASEMENT (this "**Easement**"), made this \_\_\_ day of \_\_\_\_\_ 2014, by and [between][among] \_\_\_\_\_ [a Virginia limited liability company] [Include marital status of Grantor, if individuals], grantor ([collectively] the "**Grantor**"); [and] **OLD DOMINION LAND CONSERVANCY, INC.**, a Virginia nonstock corporation, the address of which is 621 West Main Street, Purcellville, Virginia 20132, its successors and assigns, grantee (the "**Grantee**"); BANK OF \_\_\_\_\_ (the "Lender," to be indexed as a grantor); and \_\_\_\_\_ and \_\_\_\_\_, Trustees (the "Trustees", each to be indexed as a grantor)].

**RECITALS:**

A. Grantor is the owner in fee simple of real property situated at [Street Address] (State Route \_\_\_), \_\_\_\_\_, Virginia 2\_\_\_\_, in \_\_\_\_\_ County, Virginia, known as "[Name of Farm or Property]," containing in the aggregate, \_\_\_\_\_ acres as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation easement over the Property as herein set forth; and

- B. The specific conservation purposes of the Property (the "Conservation Purposes" or "Conservation Values") include the following:

*((List here in reasonable detail the particular, specific conservation attributes of the Property that the donor wishes to protect and that the protection of which will contribute to the public benefit, especially forest type, threatened and endangered species if present))*

*((SAMPLES, include and modify the following as applicable. Less may be more, discuss with ODLC.))*

1. AGRICULTURE: The Property contains cropland and timberland, the protection of which will help preserve, according to the Natural Resources Conservation Service of the United States Department of Agriculture ("NRCS") Web Soil Survey, approximately \_\_\_\_ acres of United States Department of Agriculture designate Prime Farmland and Soils of Statewide Importance, the protection of which provides important land area for the production of food and fiber in the future;
2. FOREST: Approximately \_\_\_\_ acres of the Property are covered in stands of working forests the majority of which are managed for sustainable timber production, scenic values, wildlife habitat, and water quality. According to the NRCS Web Soil Survey, approximately \_\_\_\_ percent (\_\_\_\_ %) of the soils on the Property are considered highly or very highly productive, exhibiting good to excellent site indices for *((insert appropriate tree species))*.
3. WATERSHED PROTECTION: The Property contains frontage on approximately \_\_\_\_ feet of *((name or describe watercourse(s)))*, a tributary of the *((Name of major stream, river, etc.))*, and contains numerous springs, small wetlands, all of which are protected by existing vegetated and forested buffers. *((where applicable, also include contribution of property and watercourse(s) to public water supply))*;
4. NATURAL HABITAT: The Property's forest cover, fields, edge areas, and springs and streams provide habitat for a variety of wildlife and plant species, and the maintenance of such natural habitat helps support wildlife and fisheries populations in the local ecosystem, which is largely in a natural, undeveloped state;
5. SCENIC: The Property contributes to the scenic views enjoyed by the public from \_\_\_\_\_, a designated (Scenic Byway, Scenic River, Scenic Trail, etc.);
6. HISTORIC: *((example))* Stone locks and other structures remain on the Property from the mid-19th century Kanawa Canal, and a train tunnel dating from the late 19th century runs along the edge of the Property;
7. PUBLIC RECREATION: *((example))* The Property includes a small island in the James River that provides a resting and camping site for boaters;
8. GENERAL OPEN SPACE: The Property is substantially undeveloped, is used primarily for forestal, agricultural, and wildlife habitat purposes, and contains features such as forests, riparian areas, cropland and pastures, all of which provide general open space benefits to the public.

- C. Chapter 10.1, Title 10.1 of the Code of Virginia (1950), as amended, entitled "**Virginia Conservation Easement Act**," provides for the conveyance of a conservation easement to a charitable corporation declared exempt from taxation pursuant to 26 U.S.C. 501(c)(3), when the primary purposes or powers of such corporation include "(i) retaining or protecting the natural or open-space values of real property; (ii) assuring the availability of real property for agricultural, forestal, recreational or open space use; (iii) protecting natural resources; (iv) maintaining or embracing air or water quality; or (v) preserving the historic architectural or archaeological aspects of real property;" and
- D. The Virginia Conservation Easement Act further provides that an organization described in the preceding paragraph may hold conservation easements which are perpetual in duration if, inter alia, it has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- E. 26 U.S.C.A. §170(h)(1) of the Internal Revenue Code, the "**Revenue Code**", defines a qualified conservation contribution as a contribution (A) of a "qualified real property interest", (B) to a "qualified organization", (C) exclusively for "conservation purposes"; and
- F. § 170(h)(2)(C) defines the term "qualified real property interest" as "a restriction (granted in perpetuity) on the use which may be made of the real property." An easement granted in perpetuity qualifies as a qualified real property interest under this section, Treasury Regulations § 1.170A-14(b)(2); and
- G. The Grantee is a charitable organization exempt from taxation pursuant to 26 U.S.C. § 501 (c)(3), and a "qualified organization" and an "eligible donee" under § 170(h)(3) of the Revenue Code and Treasury Regulation § 1.170A-14(c)(1), whose purposes include those specified in the Virginia Conservation Easement Act, and has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- H. § 170(h)(4) of the Revenue Code defines a conservation purpose as "(i) the preservation of land areas for outdoor recreation by, or the education of, the general public, (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, (iii) the preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or (iv) the preservation of an historically important land area or certified historic structure;" and
- I. This conservation 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:

1. 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 Virginia Conservation Easement Act (Code of Virginia, §§10.1-1009 *et seq.*), which provides for the conveyance of conservation easements in perpetuity to private charitable organizations like the Old Dominion Land Conservancy, Inc. for the purposes noted above;
  - c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, 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;
  - d. *((If Property is in land use taxation program of the County))* Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;
  - e. *((If within an A&F district))* The Agricultural and Forestal Districts Act, Chapter 43 of Title 15.2, §§15.2-4300 through 15.2-4314 of the Code of Virginia, which encourages the conservation, protection, development and improvement of agricultural and forestal lands for the production of food and other agricultural and forestal products and as valued natural and ecological resources which provide essential open spaces for clean air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes and as an economic and environmental resource of major importance;
  - f. *((If within Chesapeake Bay watershed))* The Chesapeake 2000 Agreement dated June 28, 2000, 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"; and
2. Land use policies of the County of \_\_\_\_\_ as delineated in:
  - a. Its comprehensive plan adopted on \_\_\_\_\_ to which plan the restrictions set forth in this deed conform and which contains the following [enumerate applicable goals, objectives, strategies, visions, or policies, etc.] \_\_\_\_\_;

- b. As required by § 10.1-1010(E) of the Virginia Conservation Easement Act, the limitations or obligations created by this Easement conform in all respects to the Comprehensive Plan as confirmed by [letter or email] from [name and title] for \_\_\_\_\_ County, dated \_\_\_\_\_, a copy of which is in the Grantee's permanent files;
- c. *((Applicable if locality has land use value assessment and Property has been given such designation))* Section \_\_\_\_\_ of the \_\_\_\_\_ County Code that provides for use value assessment of the Property to encourage the preservation of the Property as real estate devoted to agricultural, forestal, horticultural or open-space uses, which ordinance was enacted pursuant to Virginia Code § 58.1-3231, the Property having been approved for use value assessment;
- d. *((Applicable if Property is in an agricultural, forestal or agricultural and forestal district))* Section \_\_\_\_ of the \_\_\_\_\_ County Code that provides certain tax benefits and other protections for agricultural and forest use of land to landowners who voluntarily limit development of their property under the terms of the applicable district which ordinance was enacted pursuant to the Virginia Agricultural and Forestal Districts Act. The Property is located within the \_\_\_\_\_ Agricultural and Forestal District, and, as such, has been identified by \_\_\_\_\_ County as worthy of protection for conservation purposes;
- e. *f., g., etc. [any other applicable local policies. This County section can easily extend over a page in length; excerpts from the Comprehensive Plan should abound]; and*

[3. *(List any other regional or local plans related to this property or designations that support conservation of the property))*; and]

- J. This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in the Recitals above and, more particularly, as set forth below: *((add any other descriptions of the ways in which the donation of this Easement will provide significant benefits to the general public))*
  - 1. This Easement will operate as a covenant to minimize the irreversible conversion of farmland to nonagricultural uses and to assist various government and private programs and policies to protect farmland;
  - 2. This Easement will operate as a covenant to assure that sustainable forest management practices are observed, which covenant will run with the Property in perpetuity, thus providing the potential for continuous supplies of forest products; natural benefits such as clean air and water, wildlife habitat, and biodiversity; and opportunity for natural resource-based educational, scientific, and recreational pursuits;
  - 3. The preservation of the open space character of the Property prevents development of the Property which existing and foreseeable trends in the vicinity

of the Property indicate is increasing rapidly *((if applicable))* and which would lead to or contribute to the degradation of the scenic, natural, or historic *((as applicable))* character of the area;

4. *((If applicable))* The preservation of the open space character of the Property prevents excessive development, soil disturbance, and pollution on the Property, thus enhancing water quality in *((large watershed))* by improving the public drinking water for various communities that use the \_\_\_\_\_ River as a potable water supply; improving aquatic and riparian habitat downstream;
  5. *((If applicable))* This Easement will:
    - a. Ensure the Property continues to function as an effective buffer for the adjacent *((name of neighboring public lands such as National, State or County Forest, National or State Wildlife Management Area, National, State or Local Park, or other relevant public land))*;
    - b. Protect crucial elements of interrelated ecosystems present on both the Property and such *((public land named above))*, thereby protecting the public's manifest interest in the continued ecological viability of the *((public land named above))*;
  6. *((If applicable))* The preservation of the open-space character of the Property will protect the public viewshed from *((Nationally- or State-designated scenic road or highway, public park, scenic trail, scenic river, etc.))*, as designated by *((appropriate entity or source))*, which provides opportunities for the public to appreciate the Property's scenic values;
  7. *((If applicable))* The preservation of the open space character of the Property is consistent with existing conservation programs in the area, as the Property *(([adjoins] or [is within one mile of]))* other tracts of land protected by open-space easements held by a "qualified organization" and an "eligible donee" within the meaning of IRC § 170(h)(3), and this Easement will further the open-space protection of such tracts;
- K. The Virginia Department of Game and Inland Fisheries' Wildlife Action Plan reports a critical conservation need for the area in which the Property is located, identifying \_\_\_\_\_ species with a status of Tier I for conservation concern, including the \_\_\_\_\_ and \_\_\_\_\_; and
- L. The retention, preservation and protection of the Conservation Values will be a significant and substantial benefit to the public; and
- M. 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 § 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 Revenue Code § 170(h)(4)(A)(iii);

- N. The Grantor and Grantee intend that the Conservation Values of the Property be retained, preserved and protected by restricting the use of the Property as set forth in Article II, herein, by permitting only those uses on or development of the Property that will not adversely affect, and are not inconsistent with and do not conflict with, diminish, impair or interfere with such values; and
- O. The Grantor further intends, as to all or any portion of or interest in the Property, as owner of the Property, to grant and convey in perpetuity to the Grantee, the right in perpetuity (1) to retain, preserve and protect the Conservation Values of the Property by granting this Easement to the Grantee that will restrict use of the Property by the Grantor because of the imposition of the duties, restrictions, covenants, and other terms and conditions ("**Terms and Conditions**") hereinafter expressed, and (2) to enforce such Terms and Conditions; and
- P. The Grantor and Grantee hereby agree that the Terms and Conditions will retain, preserve and protect in perpetuity the Conservation Values of the Property by limiting 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; and
- Q. The Grantee hereby accepts such conveyance.

NOW, THEREFORE, pursuant to Chapter 10.1, Title 10.1 of the Code of Virginia (1950), as amended, in consideration of the foregoing and of the mutual covenants set forth herein and the acceptance of this conveyance by the Grantee, the Grantor does hereby give, grant and convey to the Grantee a Conservation Easement in gross over, and the right in perpetuity to restrict the use or development of the Property, which is described below [ODLC prefers that the legal description be set forth below within the body of the deed and not in SCHEDULE A. It must match the description set forth in the title commitment, which ODLC requires] and consists of \_\_\_\_\_ acres, in gross and not by the acre, located in \_\_\_\_\_ County, Virginia, in \_\_\_\_\_ Magisterial District, fronting on State Route \_\_\_\_\_ [or road name] to-wit:

\_\_\_\_\_ [attorney to insert legal description] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Property is indexed as Tax Map No (s) \_\_\_\_\_ among the land records of the County of \_\_\_\_\_, 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. Grantor expressly acknowledges that prior divisions owned are now relinquished, except for those reserved herein.

## ARTICLE I – PURPOSE

The purpose of this Easement is to preserve and protect the Conservation Purposes of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Article II and providing for their enforcement in Article III. The Conservation Purposes of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Article IV below and include its open-space [*and if applicable- scenic, natural, historic, scientific or recreational*] values and its value as land preserved for rural uses such as [*Add as applicable: agriculture (including livestock production) and/or forestry*]. [*In Article II add specific restrictions needed to provide protection for such values.*] Pursuant to the Virginia Land Conservation Foundation's (VLCF's) Conservation Value Review Criteria the further purpose of this Easement is preservation of land for [*Insert one or more from VLCF criteria as applicable: agricultural use, forestal use, natural habitat and biological diversity, historic preservation, natural resource-based outdoor recreation or education, watershed preservation, preservation of scenic open space, or preservation of open space designated by local government.*]

**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.**

## ARTICLE II – RESTRICTIONS

Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above and in accord with the policy of the Commonwealth of Virginia, as set forth in Chapter 10.1 of the Code of Virginia (1950), as amended, to preserve the Commonwealth's scenic, natural, and open space lands, *inter alia*. Any activity, development or use of the Property inconsistent with the purpose and intent of this Easement, or with its Conservation Purposes or Conservation Values, is prohibited. Without limiting the generality of the foregoing, the acts that the Grantor covenants to do and not to do upon the Property, and the Terms and Conditions which the Grantee is hereby entitled to enforce, are and shall be as follows:

**1. DIVISION/SUBDIVISION. Separate conveyance of a portion of the Property or division of the Property is prohibited.** [*Alternate language where division rights are retained: The Property shall not be divided into, or separately conveyed as, more than \_\_\_\_\_ parcels (\_\_\_\_\_ division(s) permitted).*] Grantor shall give Grantee written notice prior to making the/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(s) 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 other recorded instrument.] [*Discuss with ODLC for suggested density.*]

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(s) \_\_\_\_\_ 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(s) \_\_\_\_\_ in its/their present alignment(s), including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road(s). [*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. [*This paragraph is not applicable if the Property has no road frontage.*]

[*If applicable: In the event that any 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. **DWELLINGS, STRUCTURES, ROADS, and UTILITIES:** No buildings or structures other than the following, are permitted on the Property:

A. DWELLINGS AND STRUCTURES

- (i) \_\_\_\_\_ (*Insert the number permitted*) single-family dwelling(s) or dwelling unit(s). A dwelling shall be defined as a building or structure, or a portion of a building or structure, such as barn or garage apartments, used or intended to be used for permanent or temporary human habitation. Such dwelling(s) shall not ("individually" *if more than one*) exceed \_\_\_ square feet (*4,000 square feet generally suggested, depending on the character of the property*) of above-ground footprint or forty (40) feet in height measured from lowest point of final grade to highest ridge of roof 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 dwelling(s) on the scenic

and other conservation values of the Property. For the purpose of this Paragraph, the above-ground footprint shall be defined as the total area occupied by the structure at the ground level or above including porches, decks, and attached garages. Dwellings currently existing on the Property shall be counted in the number and footprint of permitted dwellings. [(If applicable)] In the event of division of the Property as provided in Article II, Paragraph 1, the grantor making the division retains all permitted dwelling rights unless permitted dwellings are allocated between the parcels in the instrument creating the division or other recorded instrument.]

(ii) Non-residential outbuildings and structures commonly and appropriately incidental to dwellings permitted in subparagraph (i) of this paragraph, and sized appropriately to serve as amenities to single-family residential use, provided that the aggregate footprint of such non-residential outbuildings and structures for the permitted dwelling shall not exceed 2,000 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.

(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. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Article II Paragraph 4, subparagraph (i), but not subparagraph (ii).

(iv) Small-scale miscellaneous 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, boardwalks, or structures for crossing of streams or wetlands. Any such structure shall not exceed 150 square feet in ground area unless prior, written approval shall have been obtained from the Grantee;

(v) Grantor shall have the right to construct new dwellings, buildings and structures permitted in this Article II, Paragraph 2 and to repair, maintain, renovate and replace all new and existing permitted dwellings, buildings and structures on the Property, within the limitations set forth in this Easement.

#### B. LOCATION RESTRICTIONS

(i) The dwellings and incidental structures permitted in Paragraph 2 subparagraphs A(i) and A(ii) above shall not be located outside the building

envelopes shown on Exhibit A as "Building Envelopes" without the prior, written approval of Grantee, which approval shall be limited to consideration of the impact of the siting and other attributes of the proposed dwelling on the conservation values of the Property, particularly, but not limited to preservation of large and contiguous forest blocks, forest fragmentation and edge effect, impact to sustainable forest management, protection of water quality, and impact to natural heritage resources and wildlife habitat.

(ii) Subject to Grantee's prior review and written approval, building envelopes may be moved if those shown on Exhibit A are found to be unsuitable for septic system and/or private drinking water well, subject to the conservation purposes of the Easement.

C. ROADS. Private roads to serve permitted dwellings or structures, private roads to parcels created by permitted divisions of the Property, private roads required to be constructed in conjunction with permitted subdivisions of the Property, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained.

D. UTILITIES

(i) Energy structures used to harness natural renewable energy sources such as the sun, wind, water, or biomass and scaled to provide electrical energy or pump water for permitted dwellings, 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 such structures, if approved in writing by Grantee, to provide electrical energy to neighboring properties; and

(ii) Public or private utilities to serve permitted dwellings or structures, and public or private utilities to serve parcels created by permitted divisions of the Property may be constructed and maintained.

E. COLLECTIVE FOOTPRINT LIMITATION. The collective footprint of all buildings and structures on the Property shall not exceed 1% of the total area, excluding roads. Unless otherwise allocated in the deed, in the event of subdivision, the collective footprint of each parcel, excluding roads, shall not exceed 1% of the total area of each parcel. Provided, however, 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 Subparagraph 2A above and all other impervious surfaces, excluding roads; and *[Proviso: Carefully calculate the permitted footprint for any parcel with small acreage. For example, one-half percent collective footprint for a ten-acre parcel is 2,178 square feet unless otherwise allocated in the instrument of transfer.]*

F. GRANTEE APPROVAL REQUIRED. Grantor must obtain Grantee's written approval of the location of any new buildings, utilities, and structures permitted under this paragraph 2 prior to applying for a building permit or commencing construction. The location of new roads or access ways, shall require review and written approval of Grantee prior to construction. Notwithstanding anything herein to the contrary, no building shall be constructed within fifty feet (50') of any area designated by \_\_\_\_\_ County as a Flood Plain, nor shall there be any building constructed with area designated as having Very Steep Slopes. Grantee's approval shall be based on a consideration of the impact on the Conservation Values, including the minimization of the impact on the scenic views of the Property from the adjoining roads; and

G. RESERVATION OF RIGHTS. Grantor reserves the right to continue all manner of existing residential and agricultural use and enjoyment of the Property including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials (or improved materials if permitted); the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Conservation Purpose and Conservation Values.

3. **RIPARIAN BUFFERS:** To protect water quality, riparian buffer strips ("Riparian Buffers") shall be maintained as set forth below along *((the, each))* edge of \_\_\_\_\_ *((describe watercourses, bodies of water, wetlands, etc. to be protected by buffers))*.

Riparian Buffer widths shall be measured on a horizontal plane from the top of the bank *((or if applicable, from the high water mark in tidal waters))*.

A. PROHIBITED ACTIVITIES. The following activities are prohibited within the Riparian Buffers:

(i) Grazing of livestock.

(ii) Storage of compost, manure, fertilizers, chemicals, machinery or equipment.

(iii) Removal of trees except: (a) as part of a timber harvest in accordance with the aforementioned Plan, (b) removal of invasive species, (c) removal of dead, diseased or dying trees, (d) removal of trees posing a human health or safety hazard, and (e) construction of ponds.

(iv) Plowing, cultivation, road-building, grading or other earth-disturbing activity, except as may be reasonably necessary for (a) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (b) establishing or maintaining fencing along or within the buffer area, (c) construction and maintenance of approved stream crossings,

(d) creation and maintenance of foot or horse trails with unimproved surfaces, and (e) dam construction to create ponds.

(v) Building construction.

B. PERMITTED ACTIVITIES. The following activities are allowed within the Riparian Buffers:

(i) Planting of native trees, shrubs, or other vegetation.

(ii) Vegetative pruning to improve health and form of existing trees, maintain horse and hiking trails, or improve sightlines from permitted structures.

C. Should any of the watercourses meander or change course naturally, the Riparian Buffers shall remain the same width, but move relative to the movement of the watercourse. In such event, any buildings or structures that were outside of the original buffer strip and are determined to be within the new buffer strip shall not be considered in violation of these restrictions and may be maintained at such locations.

4. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities are prohibited except for the following uses, provided they are consistent with and do not adversely affect, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values:

(i) agriculture, horticulture, livestock production (animal husbandry), equine and equestrian activities, and forestry, and

(ii) vineyard and Virginia farm winery uses within permitted buildings, including the production, marketing and sale of wine subject to the limitations and subject to the limitation on outdoor activity set forth in this Paragraph 4, subparagraph (vi) below.

(iii) *de minimis* and incidental commercial or industrial operations related to activities set forth in subparagraph 4(i) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(iv) hunting and fishing;

(v) processing and sale of products produced on the Property;

(vi) 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, provided, activities involving 100 or more people shall not exceed two (2) consecutive days in any 90-day period without prior written approval of the Grantee; and

(vii) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

(viii) Notwithstanding the above, commercial recreational activity or use beyond a *de minimis* level is prohibited.

## 5. MANAGEMENT OF FOREST.

(i) **Forest Management – Non Commercial.** Grantor reserves the right to manage forested land by selective cutting, pruning, and planting for noncommercial purposes, which may include forest management for the creation of trails and recreational areas; for safety of users of the Property; for control of active fire, and prevention of fire and disease; for prevention or removal of invasive species (as defined in the Virginia Department of Conservation and Recreation's publication: "Invasive Alien Plant Species of Virginia," or other, independent, authoritative source); for restoration or enhancement of wildlife habitat and riparian areas (as to riparian areas, subject to the Terms and Conditions applicable to riparian buffer areas in Section 3 above); for household gardening and landscaping in the Building Envelope or the general maintenance of the high scenic character and healthy wildlife habitat of the Property. The prohibition against commercial purposes in the following subparagraph should not be construed to prohibit the harvest of forest products for personal use by Grantor on the Property, such as lumber, firewood, and raw material for small-scale home industry, nor the incidental sale of forest products harvested in the exercise of Grantor's noncommercial cutting rights. No more than three new openings or clearings, and no new opening or clearings greater than 1,000 square feet in the forest are permitted for noncommercial purposes, unless approved in advance and in writing by Grantee as necessary to safeguard the health of forested acreage, to prevent or mitigate greater harm to the Conservation Values or the Property or to enhance wildlife habitat.

(ii) **Forest Management – Commercial.** No clear cutting is allowed. All forest management activities on the Property shall comply with a forest stewardship plan approved in advance by the Virginia Department of Forestry. The primary purposes of the forest stewardship plan may include but may not be limited to maintenance of the health and biological diversity of the forest, as well as management of woodlands to improve wildlife habitat, forest stand management to maintain the health of the forest, protection of uncommon, rare or unique biological communities or natural areas, management of timber for income, soil and water conservation, and preservation of historical and cultural resources. All forestry activities shall be carried out so as to preserve the Conservation Values of the Property. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any forest management, timber harvesting or land clearing activity is undertaken. The Grantor shall notify the Grantee, in writing, no later than 30 days prior to the start of any such activity, as well as within 7 days of its completion.

6. **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 incidental to operation of the farm on the Property, as long as such practices are conducted in accordance with applicable governmental laws and regulations and are not inconsistent with the Conservation Values of the Property.

7. **SIGNS.** Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to: (i) state the name and/or address of the owners, (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, (vi) recognize historic status or participation in a conservation program, or (vii) advertise political candidates or parties. No such sign shall exceed nine square feet in size.

8. **CHANGES IN TOPOGRAPHY; GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not alter the topography of the Property except for wetlands or stream bank restoration pursuant to a government permit, or for erosion and sediment control pursuant to a government-required erosion and sediment control plan, or as required in the construction of permitted buildings, structures, private connecting roads, and utilities as described in Section 2 above. 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. Generally accepted agricultural activities shall not constitute any such alteration. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will be inconsistent with or will conflict with, diminish, impair or interfere with the Conservation Values protected by this Easement. Mining by surface mining or any other method, dredging on or from the Property, or drilling for oil and gas on, under, or adjacent to the Property is prohibited.

9. **FARM CONSERVATION PLAN.** The Property shall be managed in accordance with a Farm Conservation Plan for this Property prepared by the \_\_\_\_\_ County Soil and Water Conservation District, within six (6) months of the date hereof, which terms and conditions are incorporated herein by reference. The Farm Management Plan shall incorporate Best Management Practices, be approved by the Grantee, and may, from time to time, be modified or amended by mutual agreement of the Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not be inconsistent with or conflict, diminish, impair, or interfere with the Conservation Values protected by this Deed of Easement.

### **ARTICLE III – ENFORCEMENT**

1. **ENTRY/RIGHT OF INSPECTION.** Representatives of the Grantee may enter the Property at reasonable times for purposes of inspection and enforcement of the terms of this Easement after reasonable notice to the Grantor or the Grantor's representative, provided however, that in the event of an emergency, as defined solely by the Grantee, Grantor consents to allow entrance onto the property 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. Reasonable notice for non-emergencies shall be considered as not exceeding fifteen (15) days.

2. **ENFORCEMENT.** Grantee has the right to bring an action at law or in equity to prevent or stop any violation of the terms and conditions of this easement and any use that is inconsistent with the Conservation Purpose or Conservation Values of this Easement. Grantee also has the right to bring such an action to enforce the Terms and Conditions contained herein. This right specifically includes: (i) the right of entry onto the property for the purposes of evaluating the extent and nature of any potential violation; (ii) the right to require restoration of the Property to its condition at the time of donation, including the removal of any offending buildings or structures; (iii) the right to require restoration of the Property to a condition of compliance with the Terms and Conditions of this Easement; (iv) the right to recover any damages, including monetary damages, arising from non-compliance, the loss of Conservation Values, or the inability to return the Property to its condition at the time of donation; and (v) the right to enjoin non-compliance by *ex parte* temporary or permanent injunction. These remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. If the court determines that the Grantor failed to comply with this Easement, the Grantor shall reimburse the 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. The Grantee shall not, by any failure to discover non-compliance or otherwise to act, or by any prior forbearance to exercise rights under this Easement, waive or forfeit the right to take action as may be necessary to ensure compliance with this Easement and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure or forbearance by the Grantee.

#### **ARTICLE IV – DOCUMENTATION**

1. **DOCUMENTATION.** The Conservation Values of the Property and its condition, use, character and state of improvement are described in a Baseline Documentation Report, incorporated herein by reference, and signed by the Grantor and the Grantee prior to the donation, and to be maintained on file in the offices of the Grantee. Grantor and Grantee have received copies of the Baseline Documentation Report, and acknowledge that the Baseline Documentation Report is an accurate representation of the Property as of the date of this Easement. The Baseline Documentation Report may be used by Grantee to determine compliance with and enforcement of the terms of this Easement, including specifically to establish that a change in the condition, use, character or state of improvement of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition, use, character or state of improvement of the Property as of the date of this Easement. For the purposes of Stewardship of this Easement, the Grantee shall retain the right to photograph all natural and man-made features on the Property, whether by ground or air, and changes thereto, though this right shall not to include photography of the interior of any structure on the Property.



## ARTICLE V - GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross which 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 in interest, and shall continue as a servitude running in perpetuity with the Property.
2. **NO PUBLIC ACCESS.** The parties hereby acknowledge that the Property is visible from the public right-of-way on \_\_\_\_\_ Road and that members of the general public may view the Property from such right-of-way. Although this easement in gross 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 WARRANTY.** Grantor covenants and warrants that Grantor has good and sufficient title to the Property, free and clear of all encumbrances (except utility and access easements of record), including, but not limited to, any mortgages, judgments or other liens not subordinated to this Easement, and hereby promises to defend same and hold Grantee harmless against any and all claims that may be made against it. The holders of all liens or other encumbrances arising from borrowing have subordinated their interests in the Property to the operation and effect of this Easement, by their execution hereof.
4. **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 or counted towards development of any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
5. **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 policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the forgoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor intends that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in § 170(h)(1) of the Revenue Code and Treasury Regulations § 1.170A-14, and the restrictions and other provisions of this instrument shall be, where possible, construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

## **6. NOTICES TO GRANTEES; GRANTEE APPROVAL.**

(i) The Grantor shall notify the Grantee in writing prior to closing on any inter vivos transfer or sale of the Property or any part thereof, other than a deed of trust or mortgage on all or any part of the Property.

(ii) The Grantor shall notify the Grantee in writing prior to undertaking any activity or exercising any reserved right that may be inconsistent with or that may conflict with, diminish, impair or interfere with the Conservation Values, Purposes or Terms and Conditions of this Easement.

(iii) Whenever a written request for Grantee's approval is submitted pursuant hereto and Grantee fails to respond in writing within 30 days of receipt of such request, then Grantee shall be deemed to have approved the request, and Grantor may proceed with the action for which approval was requested. Nothing herein shall be construed, however, to require Grantee to issue a final decision on such request within such 30-day period, provided that such final decisions are issued in as timely a fashion as is practicable under the circumstances. Such circumstances shall include the complexity of the request or proposed project, the amount of information submitted with the initial request, and the need for on-site inspections or consultations. No approval required hereunder shall be unreasonably withheld by Grantee.

(iv) The failure of the Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

**7. FORMS OF NOTICE.** Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent by registered or certified mail, or overnight delivery service such as UPS or FedEx to Grantor or Grantee respectively, to such addresses as the parties may designate by notice.

## **8. PROPERTY RIGHT OF GRANTEE; EXTINGUISHMENT.**

(i) The Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in the Grantee, with fair market value that is at least equal to the proportional value that the Conservation Easement at the time of the gift bears to the value of the Property as a whole at that time (minus the value attributable to improvements since the gift), and that the percentage value of the Grantee's rights, thereby established, shall remain constant.

(ii) The Grantor and the Grantee intend that this Easement be perpetual and that it not be terminated or extinguished.

(iii) If, notwithstanding subparagraph (ii), this Easement should be terminated or extinguished by condemnation or by judicial proceedings, any condemnation proceeds or the proceeds of any sale or exchange of the property resulting from or subsequent to a termination or extinguishment of the Conservation Easement by judicial proceedings must be divided between the Grantor and the Grantee

according to the allocation of the value described in subparagraph (i) of this section. The Grantee must use any such proceeds in a manner consistent with the Conservation Purposes of the original Conservation Easement donation.

**9. HAZARDOUS SUBSTANCES OR WASTES - NO CONTROL; WARRANTY; INDEMNITY.**

Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding Commonwealth of Virginia statute or regulation or \_\_\_\_\_ County ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substance or waste or violation of environmental laws.

**10. TAXATION.** 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 IRS regulations (see Treasury Regulation § 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Old Dominion Land Conservancy makes no express or implied warranties regarding availability of tax deductions or credits to the Grantor from donation of this Easement, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits which 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.

**11. SUCCESSORS IN INTEREST.** This Easement, its grant, and its Terms and Conditions, shall be binding upon, and inure to the benefit of, the parties hereto and their respective agents, personal representatives, heirs, successors, and assigns ("Successors in Interest") and shall continue as a servitude running in perpetuity with the Property.

**12. INCLUSION OF TERMS IN SUBSEQUENT DEEDS.** The Grantor agrees that this Deed of Conservation Easement will be referenced by Instrument Number in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property. This Easement will be binding on the Grantor and Grantee (and their Successors in Interest) even if the Grantor fails to notify any Successor in Interest or to insert the Instrument Number reference for this Deed of Conservation Easement in any subsequent deed or other legal instrument.

13. **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.

14. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all Conservation Purposes and Terms and Conditions set forth in this Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in § 170(h)(3) of the Revenue Code as amended and the applicable Treasury Regulations (or any successor provisions to either then applicable).

15. **AMENDMENT.** Grantee and the owner of the Property may amend or modify the Easement to enhance protection of the Property's Conservation Values and natural resources, or add to the restricted property, provided that no amendment shall be allowed that, as determined by the Grantee or its designated consultant, affects the Easement's perpetual duration or reduces the Conservation Values of the Property. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and Grantor, or their Successors in Interest, and recorded among the land records of \_\_\_\_\_ County, Virginia. Grantee reserves the sole and absolute discretion to approve or deny requests for amendments.

16. **VESTING OF CONSERVATION EASEMENT.** Should the Grantee, including any of its Successors in Interest, cease to exist, or not qualify as a "qualified organization" under § 170(h) of the Revenue Code (or any successor provision then applicable) or otherwise cease to be eligible to hold this Conservation Easement directly under the laws of the Commonwealth of Virginia, unless the Conservation Easement has been assigned prior to cessation to another holder qualified according to the provisions of the laws of the Commonwealth of Virginia and the provisions of Article 14 above, this Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation. If the qualifying holding entity or the successors or assigns thereof, or the Virginia Outdoors Foundation, should cease to exist, or should not qualify as a "qualified organization" under § 170(h) of the Revenue Code (or any successor provision then applicable) or should otherwise cease to be eligible to receive this Easement directly under the laws of the Commonwealth of Virginia, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

17. **LIMITATION ON EFFECT OF INVALIDITY OR UNENFORCEABILITY.** The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or of any ancillary or supplementary agreement relating to the subject matter hereof.

18. **APPLICABLE LAW.** This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia.

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 this Easement.

20. **ACCEPTANCE.** Acceptance by the Grantee of this conveyance is authorized by § 10.1-1010 of the Code of Virginia (1950), as amended, and is evidenced by the signature of its authorized representative below.

21. **EFFECTIVE DATE/RECORDING.** This Deed of Gift of Conservation Easement shall be effective upon execution by both the Grantor and Grantee and when it has been recorded in the land records office of \_\_\_\_\_ County, Virginia. The Grantee may re-record this Easement at any time as may be required to preserve its rights hereunder.

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.

*[(Add Additional Grantor paragraph when only one spouse owns the Property or portions thereof.)]*

2. \_\_\_\_\_, Additional Grantor, husband/wife of Grantor, joins in the execution of this Easement to evidence his/her consent to the gift of easement herein made and its exclusion from the augmented estate of Grantor pursuant to Virginia Code § 64.2-305 as now written or hereafter amended.

*[Subordination, if applicable]*

2. \_\_\_\_\_, herein the Lender, is the note holder under a certain deed of trust dated \_\_\_\_\_ and recorded in the Clerk's Office of the Circuit Court of \_\_\_\_\_ County, Virginia in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, which subjects the Property [or a portion of the Property] to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said deed of trust shall be held subject to this Easement, and joins in this Easement to reflect its direction to the Trustee(s) to execute this Easement to give effect to the subordination of such deed of trust to this Easement. The Trustee(s) join(s) in the execution of this Easement to confirm that in the event of foreclosure under the deed of trust or other sale of the property described in the deed of trust under judicial or non-judicial proceedings, the property will be sold subject to this Easement. ]

WITNESS the following signatures and seals.

*[Counterpart signature pages follow]*

[Counterpart signature page 1 of 5]

**{If Grantor is an entity}**

GRANTOR:

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of [Grantor], [a Virginia limited liability company.]

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

(SEAL)

Registration No.: \_\_\_\_\_

[Counterpart signature page 1 of 5]

**{If Grantor is husband and wife}**

GRANTORS:

\_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_

[Counterpart signature page 1 of 5]

**{If Grantor is an individual, but is married}**

GRANTOR:

\_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_

ADDITIONAL GRANTOR:

\_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_



LENDER:

Bank of \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_ [name of officer], \_\_\_\_\_ [title of officer] of Bank of \_\_\_\_\_, a \_\_\_\_\_ bank, on behalf of the said bank.

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

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

(SEAL)

Registration No.: \_\_\_\_\_

[Counterpart signature page 3 of 5]

TRUSTEES:

[TRUSTEE] SERVICE CORPORATION,  
a Virginia corporation

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of [TRUSTEE] Service Corporation, Trustee.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_

[Counterpart signature page 4 of 5]

[TRUSTEE] SERVICE CORPORATION,  
a Virginia corporation

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of [TRUSTEE] Service Corporation, Trustee.

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

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

(SEAL)

Registration No.: \_\_\_\_\_

[Counterpart signature page 5 of 5]

ACCEPTED:

Old Dominion Land Conservancy, Inc.

By: \_\_\_\_\_ (SEAL)  
Henry Stribling, President

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

I, \_\_\_\_\_, a Notary Public for the Commonwealth  
aforesaid, hereby certify that Henry Stribling, President of Old Dominion Land  
Conservancy, Inc., a Virginia nonstock corporation, personally appeared before me this  
\_\_\_\_ day of \_\_\_\_\_, 2014 and acknowledged the foregoing instrument on  
behalf of the corporation.

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

My commission expires: \_\_\_\_\_ (SEAL)

Registration No.: \_\_\_\_\_

**Exhibit A**

*[Insert black and white illustration of property, building or no-build zones, etc.]*

TEMPLATE