

Prepared by: Phil Sheridan, Ph.D., Meadowview Biological Research Station
 TAX MAP NO. OR PIN: 17-A-108B (13.93) & 17-2-2 (3 acres)

**Deed of Gift of Conservation Easement:
 Meadowview Biological Research Station
 And
 Board of Supervisors of Caroline County**

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

THIS DEED OF GIFT OF a CONSERVATION EASEMENT (the "Easement"), made this 26th day of November, 2013, by **MEADOWVIEW BIOLOGICAL RESEARCH STATION**, a Virginia Nonprofit Corporation, whose address is 8390 Fredericksburg Tnpk., Woodford, VA 22580 ("Grantor"), the **BOARD OF SUPERVISORS OF CAROLINE COUNTY**, of the Commonwealth of Virginia, whose address is 212 North Main St, Bowling Green, VA 22427 ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns); and Dr. Ernest Wilson (the "Lienholder"), whose address is 1734 Leicester Rd., Richmond, VA 23225, :

RECITALS

WHEREAS, Grantor is the owner in fee simple of real property situated on the Meadow Creek watershed on Fredericksburg Tnpk. (Route 2) and Villeboro Rd (Route 607) in the Port Royal District of Caroline County, Virginia, containing 16.93 acres, more thoroughly described in Exhibit "A," attached hereto and incorporated herein, and hereinafter referred to as "the Property," and desires to convey to Grantee, for the public purpose identified herein, an open-space and conservation easement (the "Easement") over the Property as herein set forth; and

WHEREAS, Grantee is the governing body of a political subdivision of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code ("IRC") and Treasury Regulation §1.170A-14(c)(1), is a public body under Section 10.1-1700 of the Code of Virginia, and is willing to accept an open-space and conservation easement over the Property as herein set forth; and

WHEREAS, Title 10.1, 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, the Open-Space Land Act declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Grantee 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.

WHEREAS, the specific conservation values of the Property (the "Open-Space Values") include, but are not limited to, the following:

a. *forest*: approximately sixteen (16) acres of the Property are covered in stands of mixed pine and hardwood forest managed for sustainable timber production, scenic values, wildlife habitat, and water quality;

b. *watershed protection*: the Property includes portions of the headwaters of Meadow Creek, a tributary of the Mattaponi River, and contains numerous springs, small wetlands, and perennial and intermittent streams protected by existing vegetated and forested buffers;

c. *natural habitat*: the Property's forest cover, fields, edge areas, wetlands, 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;

d. *rare species and geologic features*: the Property contains the watershed of the northern-most population of at least one state rare and one state threatened plant species – purple pitcher plant (*Sarracenia purpurea*) and New Jersey Rush (*Juncus caesariensis*) on a globally rare gravel hog formation;

d. *general open space*: the Property is substantially undeveloped, is used primarily for agricultural, forestry, and wildlife habitat purposes, and contains features such as hardwood/pine forest, riparian areas, and grass/sedge meadows, all of which provide general open space benefits to the public; and

WHEREAS, the Grantor desires to convey to the Grantee by this Easement the right to preserve and protect the Open-Space Values of the Property in perpetuity and to further the public purposes established in the Caroline County Comprehensive Plan, and to qualify the grant of such restrictions and associated rights as a qualified conservation contribution under Section 170(h)(2)(c) of the IRC.

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 Article II ensure that the Property will remain perpetually

available for agricultural, forestal and open-space use, protecting natural resources, and maintaining and enhancing air and water quality, all as more particularly set forth below; and

WHEREAS, as required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Caroline Comprehensive Plan;

WHEREAS, this Easement is intended to constitute in part (i) a "qualified conservation contribution" as defined in Section 170(h)(1) of the IRC as more particularly explained below, and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia); and

WHEREAS, this Easement is granted "exclusively for conservation purposes" under Section 170(h)(1)(C) of the IRC because it effects "the preservation of certain open-space (including farmland and forest land) under Section 170(h)(4)(A)(iii) of the IRC and is pursuant to clearly delineated state and local governmental conservation policies, and will yield a significant public benefit; 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 conservation policies set forth below:

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

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

b. The Open-Space Land Act cited above, which states in Section 10.1-1700 that "assuring the availability of real property for agricultural [...] use" is one of the purposes of open-space easements and that open-space land means, among other lands, land which is provided or preserved for "agricultural and forestal production" and in Section 10.1-1703 that "Whenever practicable in the judgment of the public body, real property acquired pursuant to this chapter shall be made available for agricultural and timbering uses which are compatible with the purposes of this chapter";

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 (1950), as amended, 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;

WHEREAS, 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;

Chapter 10.2 Virginia Land Conservation Foundation of Title 10.1 Conservation Sections 10.1- 1017 *et seq.* of the Code of Virginia, which provides for funding to acquire property interests (including development rights) for the protection and preservation of, among other kinds of land, "agricultural and forest land";

WHEREAS, the development of a conservation easement on the Property conforms with the land use policies of Caroline County, Virginia, 2006-2026 Comprehensive Plan Update, adopted on February 27, 2001 (the "Comprehensive Plan"), and amended on March 11, 2008, and conform with the following including but not limited to the following statements:

- a. Land use objective: "[E]nsure that rural development is sensitive to the needs for rural preservation and the protection of environmentally sensitive areas. Strategy 1 - Require open space in rural developments to protect agricultural lands, forest lands and preserve the rural character of those areas." See Comprehensive Plan, page 2-3;
- b. Environmental objective: "[E]ncourage the preservation of agricultural lands, forestal lands, scenic areas, open space and environmentally sensitive areas through a combination of techniques, including: land use value assessment, cluster development provisions, conservation easements, land trusts, or the purchase of development rights." See Comprehensive Plan, page 2-4
- c. Environmental objective: "[C]ontinue the development and enforcement of zoning regulations, erosion and sediment control regulations, stormwater and best management practices regulations that preserve and protect wetlands, floodplains, natural areas, and other environmentally sensitive areas from the adverse effects of development. Strategy 1 - Identify environmentally sensitive areas and develop recommendations for voluntary and regulatory means to protect resources identified in studies of environmentally sensitive areas." See Comprehensive Plan 2-4;
- d. Environmental objective: "[P]rotect the water quality and the flora and fauna which inhabit the waters of the County through the establishment and implementation of a Chesapeake Bay Preservation Plan for Caroline County." See Comprehensive Plan 2-5;
- e. Zoning classification The Property is Rural Preservation where "[A] variety of rural uses should be permitted, including less intensive agricultural uses. This category should serve as buffer between areas planned for intensive agricultural uses and other land use categories." See Comprehensive Plan 8-4;

WHEREAS, the conservation purpose of this Easement is to preserve and protect in perpetuity the Open-Space Values of the Property; and

WHEREAS, the Virginia Land Conservation Fund Act, § 10.1-1020 of the Code of Virginia, specifies that funds shall be used for certain designated uses including for the protection of forested areas; and

WHEREAS, the Virginia Land Conservation Foundation, established under §10.1-1020 of the Code of Virginia, has provided funding to Grantor for the acquisition of the hereinafter-described real property; and

WHEREAS, the restrictions and enforcement remedies hereinafter described shall vest to the Grantee immediately upon recordation of this Easement and to any successor qualified organization as required by Treas. Reg. § 1.170A-14(g)(6)(ii);

WHEREAS the Grantor is the fee simple owner of the Property hereinafter described, which it desires to preserve as open-space land in the public interest;

NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein and made a part hereof and of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of approximately 16.93 acres in gross located in Port Royal Magisterial District, Caroline County, Virginia to-wit:

Parcel 1:

All that certain tract or parcel of land together with any improvements thereon and all appurtenances thereto belonging, lying, being and situate in Port Royal Magisterial District, Caroline County, Virginia, designated as Parcel Identification Number 17-A-108B, being more definitely and particularly described as Lot-2 containing 13.93 acres on plat of survey made by Axis Land Surveying, dated August 11, 2009, entitled "plat of Gatewood Minor Subdivision Showing Lot-1 and Lot-2, being part of Tax Map 17-(A)-108B, Port Royal District, Caroline County, Virginia", which said plat is recorded in the Clerk's office of the Circuit Court of Caroline County, Virginia, in Plat Cabinet C, page 339D,

Being the same property conveyed unto Meadowview Biological Research Station, Inc., a Virginia Corporation, by Deed dated ~~December~~ 14, 2013, recorded in Deed Book 1161, at page 515.

January 2014
B.S. 8.S.

Parcel 2:

All that certain tract or parcel of land together with any improvements thereon and all appurtenances thereto belonging, lying, being and situate in Port Royal Magisterial District, Caroline County, Virginia, containing three (3) acres, more or less, and designated as Lot #2, together with the road fifteen feet in width from said Lot #2 out to No. 2 Highway leading from Richmond to Fredericksburg, going over the old road, all as shown on plat of survey made by H.C. Baker and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia in Deed Book 135, at page 25.

Being the same property conveyed unto Meadowview Biological Research Station, Inc., a Virginia Corporation, by Deed dated May 5, 2010, recorded in Deed Book 1029, at page 54 hereinafter referred to as the "Property."

The Property is shown as Tax Map Nos. 17-A-108B and 17-2-2 among the land records of the County of Caroline, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, 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.

ARTICLE I – GENERAL PURPOSE OF EASEMENT

The general purposes of this Easement include retaining and protecting the natural and open-space values of the Property, assuring the Property's availability for open-space use, protection of natural resources, maintaining water quality, and preserving the rural, scenic aspects of the Property. More specifically, the purpose of this Easement is to continue to ensure that the Property will be retained **in perpetuity** predominantly in its natural and scenic condition for conservation purposes and to prevent any use of the Property that would significantly impair or interfere with the open-space and conservation values of the Property.

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

ARTICLE II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property to protect the Open-Space Values of the Property pursuant to the public policies set forth above. The acts that the 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.** Division of the Property is prohibited. The Property shall not be sold or conveyed except as a whole. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division 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 conveyed to Grantee, or other public body as defined in Section 10.1-1700 of the Code of Virginia; and

(ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Grantee or the governing body of any successor in interest to the Grantee.

2. BUILDINGS AND STRUCTURES. Grantor shall give Grantee at least thirty (30) days written notice before beginning construction or enlargement of any dwelling on the Property.

No permanent or temporary buildings or structures may be built, maintained or replaced on the Property other than:

(i) Small sheds or farm structures, except that a small shed or farm structure not in existence on the date of this Easement exceeding 2,500 square feet in ground area or a cumulative total of 4,000 square feet in ground area of additional new buildings may not be constructed on the Property unless prior written approval for the building or structure exceeding either limitation 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 value of the Property. For the purposes of this subparagraph, a small shed or farm structure shall mean a building or structure originally constructed and used for the activities specified in paragraph 3(i); and

(ii) Private roads and utilities that serve permitted buildings or structures in this Paragraph 2 may be constructed and maintained.

The total collective footprint of all buildings or structures permitted on the Property shall not exceed one percent of the total area of the Property; provided that if Grantor can demonstrate to the satisfaction of the Grantee that an increase in the collective footprint would result in increased protection of the conservation purposes and values protected in this Easement, Grantee may approve such increase. The collective footprint of buildings shall be measured in square feet around the perimeter of structures and shall be compared to the total square footage of the Property.

Outdoor lighting shall be placed and shielded so as to minimize the impact on migrating wildlife.

There shall be no constructing or placing of any utility pole (other than those necessary to service the Property's improvements), commercial wind turbine, utility or communications tower, satellite TV tower, conduit or line on or above the Property.

Any new septic drain fields must be located a minimum horizontal distance of two hundred (200) feet from any creeks, waterways, streams, springs or wetlands (the "Protected Waters"). In the case of perennial streams with adjacent wetlands, the two hundred (200) feet shall be measured from the landward edge of wetlands.

3. INDUSTRIAL OR COMMERCIAL ACTIVITIES. Industrial or commercial activities other than the following are prohibited:

(i) Agriculture and silviculture, provided, however, that large-scale industrial or commercial operations such as wineries, race tracks, livestock feedlots or operations generating high levels of animal effluent are not permitted;

(ii) Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the Open-Space Values herein protected, provided that any such activities that involve 50 or more people at any one event shall not exceed 3 consecutive days and provided that the total of such outdoor events shall not exceed 7 events in any 12 month period, unless approved by Grantee in advance in writing; and

(iii) Activities that can be, and in fact are, conducted within permitted buildings without material alteration to the external appearance.

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

4. MANAGEMENT OF FOREST. A forest stewardship plan prepared by a professional forester shall be provided to Grantee prior to any commercial timber harvesting. The primary purposes of the forest management plan shall be to maintain a working forest, improve wildlife habitat, maintain the health of the forest and conserve soil and water. At least 30 days before beginning any commercial timber harvesting, the Grantor shall submit to the Grantee a timber sales contract, pre-harvest plan or other documentation of the intended harvest and provide notice to the Grantee within 7 days of its completion. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any commercial forestry or land clearing activity is undertaken. Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial timber harvesting:

(i) The cutting and removal of trees for Grantor's domestic consumption;

(ii) The cutting and removal of trees or brush in connection with the construction of permitted structures, roads, trails and fences and to accommodate other permitted activities hereunder; and

(iii) The cutting and removal of diseased or dead trees or trees, which, were they not removed, would present a hazard to health or safety.

5. GRADING, BLASTING, MINING. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds, stream bank restoration and erosion control pursuant to a government permit, or as required in the construction of permitted buildings, structures, private roads, and utilities as permitted in Paragraph 2. 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 a material alteration. Surface mining, subsurface mining or drilling for oil or gas on the Property is prohibited. In addition, any permitted conversion of forested property shall be governed by the following practices:

(i) Clearing shall be done when the soil moisture content is such that soil structural damage or compaction is minimized.

(ii) A 300-foot wide undisturbed area will be left between the area being cleared and all wetlands, water bodies and perennial streams except where greater riparian buffers are required herein.

(iii) Temporary cover will be established as necessary to control sheet and rill and/or wind erosion on the cleared area until the planned land use is in place.

(iv) The cleared area shall be left in a neat and sightly condition that will facilitate the planned use and treatment of the land.

(v) Clearing debris shall not be pushed into standing or green timber. Debris piles shall not be closer than 100 feet from adjacent woodland, buildings or roads.

6. 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.

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 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.

No such sign shall exceed nine square feet in size.

8. RIPARIAN BUFFER. To protect water quality of Protected Waters, Grantee covenants and agrees there shall be no plowing, conventional agricultural product cultivation or other earth disturbing activity in a 300 foot buffer strip along each contiguous edge of the Protected Waters, the "buffer area," as measured from the top of the Protected Waters. Grantee recognizes the unique nature of the early successional community in which purple pitcher plant, *Sarracenia purpurea*, occurs and thereby agrees that competing pines, hardwoods and shrubs may be cut and removed as needed to maintain this pitcher plant habitat provided there is no significant soil disturbance or water quality impact to the riparian buffer. Within this buffer area there shall be no permanent structures, no storage of compost, manure, fertilizers, chemicals, machinery or equipment, and no conventional agricultural product cultivation or other earth disturbing activity conducted, except as may be reasonably necessary for:

- (i) Stream bank restoration and erosion control pursuant to a government permit;
- (ii) Fencing along or within the buffer area;
- (iii) Provided the water-quality protection function of the buffer area is not impaired, removal of trees presenting a danger to persons or property and removal of diseased, dead or non-native invasive trees, shrubs or plants;

- (iv) Construction and maintenance of stream crossings which allow for unobstructed water flow and wildlife movement;
- (v) Creation and maintenance of foot or horse trails with unimproved surfaces;
- (vi) Improvement of the viewshed from the dwelling by the minimal harvesting of trees or limbing of the tree canopy; and
- (vii) Limited mowing to control non-native invasive species or protect trees and other plants planted in the buffer area.
- (viii) Planting of native trees, shrubs, or other vegetation.

ARTICLE III – ENFORCEMENT

- 1. RIGHT OF INSPECTION.** Grantor covenants and agrees that representatives or agents of Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this Easement after permission from, or reasonable notice to, the Grantor or the 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 the Grantor or Grantor's representative being given at the earliest practicable time.

- 2. ENFORCEMENT.** The parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and restrictions herein contained. Grantor hereby grants and conveys to Grantee 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 gift 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 reasonable attorney's fees, in addition to any other payments ordered by the court.

- 3. NATURAL CAUSES.** 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.

- 4. FAILURE TO ENFORCE.** The failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve Grantor from thereby complying with any such term. Furthermore, the Grantor hereby waives any defense of laches, estoppel, or prescription.

ARTICLE IV – DOCUMENTATION

DOCUMENTATION. Documentation retained in the office of Grantee including, but not limited to the baseline documentation report, describes the condition and character of the Property at the time of the gift. The Documentation may be used to determine compliance with and enforcement of the terms of the Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to the donation, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the documentation supplied and contained in the files of Grantee is an accurate representation of the Property.

ARTICLE V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

2. **NO PUBLIC ACCESS.** 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 restrictions, covenants, conditions, and utility and access easements of record), including but not limited to, any mortgages not subordinated to this Easement.

4. **TRANSFER BY GRANTEE.** The parties recognize and agree that this Easement is assignable, provided, however, that the Grantee shall not transfer its interest in this Easement unless (i) the transferee is an organization then qualifying as an eligible donee as defined in Section 170(h) of the Code and as a "holder" under Virginia law (a "Qualified Organization"); and (ii) the Grantee requires, as a condition of the transfer, that the purpose of this Easement shall continue to be carried out in perpetuity.

6. **NOTICES TO GRANTEE.** Grantor shall notify Grantee in writing at least thirty (30) days before the transfer of the Property. The failure of the Grantor to perform any act

required by this Article shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any notices, requests for approval or other communications to Grantee or any notices, responses to requests for approval or other communications to Grantor under any section of this Easement shall be in writing and sent to the following addresses or to such addresses as may hereafter be specified in writing:

Grantee:
 Board of Supervisors of Caroline County
 Attn: Caroline County Administrator
 212 North Main St.
 Bowling Green, VA 22427

Grantor:
 Meadowview Biological
 Research Station
 8390 Fredericksburg Tnpk.
 Woodford, VA 22580

7. **INCLUSION OF TERMS 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. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect 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 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 and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(b)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.
9. **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.
10. **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 or may be 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.
11. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

12. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

13. **WARRANTIES.** THE COUNTY OF CAROLINE MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING WHETHER ANY TAX BENEFITS WILL BE AVAILABLE TO GRANTOR FROM THE DONATION OR ANY PARTIAL 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, NOR WHETHER THIS DEED OR ANY OTHER FORM OR DOCUMENTATION PREPARED BY THE COUNTY WILL SATISFY ANY STATE OR FEDERAL REQUIREMENT, LAW OR REGULATION RELATED TO TAX CREDITS OR DEDUCTIONS FOR THE DONATION OR PARTIAL DONATION OF THIS EASEMENT.

14. **RIGHT TO DESIGNATE EASEMENT CO-HOLDER.** Grantee shall have the right, in its sole discretion, now and at any time in the future, to transfer part or all interest it has under this Easement to a Co Holder as defined in Section 10.1-1700 of the Open-Space Land Act. Such transfer shall not require the consent of the Grantor or any trustee under a deed of trust which has been subordinated to this Easement, but shall be subject to the conditions and requirements of subsection 3 of this Article.

15. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit loss of open space.

16. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should the Easement be extinguished, the parties hereto agree that the Virginia Land Conservation Foundation shall receive reimbursement in the amount of fifty percent (50%) (net after applicable costs) of any monetary consideration received by Grantor as a result of that transaction. This provision shall not apply if, as a result of such transaction, Grantor receives substituted real property of equal or greater value consistent with Virginia law in effect at the time of such transaction, and such substituted real property is encumbered by a deed of open space easement held by Grantee.

17. **INDEMNIFICATION.** Except as otherwise provided in this Easement, the Grantor shall hold harmless, indemnify and defend the Grantee from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, orders,

judgments, administrative actions and attorneys' fees that the Grantee may incur as a result, or arising out, of the activities of the Grantor or any person on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee, and except those arising out of the Grantee's workers' compensation obligations, if any. The Grantor releases and agrees to hold harmless, indemnify and defend the Grantee from any and all liabilities arising from or in any way connected with: (i) injury to, or the death of, any person or physical damage to any property resulting from any act, omission, condition or other matter related to, or occurring on or about, the Property, regardless of cause, unless due solely to the negligence of the Grantee; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 et seq.), as amended, and any corresponding state statutes, by any person in any way affecting, involving, or relating to the Property; and (iii) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment.

18. **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 (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land" or (v) affect the status of Grantee as a "qualified organization" or "eligible donee". 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 Caroline, Virginia.
19. **SEVERABILITY.** If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
20. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
21. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
22. **RECORDING.** This Easement shall be recorded in the land records office of the Circuit Court of Caroline County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

23. **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.
24. **CONSENT OF LIENHOLDER.** Ernest Wilson is the beneficiary of a certain Deed of Trust dated ~~December 14, 2013~~ and recorded in the Circuit Court Clerk's Office of the County of Caroline, Virginia, as Instrument Number 1400135 (the "Deed of Trust"), which subjects the Property to a lien in favor of Ernest Wilson. Ernest Wilson and the Trustees under the Deed of Trust hereby consent to the terms and intent of this Easement, and agree that, upon the complete execution and recordation of this Easement in the Circuit Court Clerk's Office of the County of Caroline, Virginia, the lien represented by the Deed of Trust shall be held subject to this Easement. Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

WITNESS the following signatures and seals:

[Signature]
_____, Grantor

COMMONWEALTH OF VIRGINIA,
COUNTY OF CAROLINE, TO WIT:

I, Sara Ann Richardelli, a Notary Public for the Commonwealth aforesaid, hereby certify that Philip Sheridan Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 14 day of November, 2013.

[Signature]
Notary Public

My commission expires: 10/31/17 (SEAL)



Ernest Wilson
_____, Lienholder

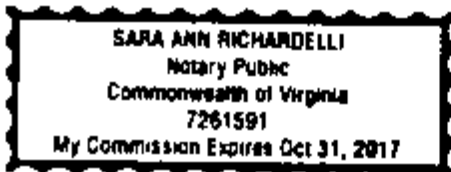
COMMONWEALTH OF VIRGINIA,
COUNTY OF CAROLINE, TO WIT:

I, Sara Ann Richardelli, a Notary Public for the Commonwealth aforesaid, hereby certify that Ernest Wilson, Lienholder, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 14 day of November, 2013.

[Signature]
Notary Public

My commission expires: 10/31/17 (SEAL)



Accepted:
BOARD OF SUPERVISORS OF CAROLINE COUNTY, VIRGINIA
A body corporate and politic

By: [Signature]
Floyd Thomas,
Chairman, Caroline County, Virginia Board of Supervisors

COMMONWEALTH OF VIRGINIA,
COUNTY OF CAROLINE, TO WIT:

I, Pamela M. Hall, a Notary Public for the Commonwealth aforesaid, hereby certify that Floyd Thomas, Chairman of the Board of Supervisors of Caroline County, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Board of Supervisors of Caroline County, Virginia.

WITNESS my hand and official seal this 18th day of December, 2013.

[Signature]
Notary Public

My commission expires: 6/30/2017 (SEAL)



VIRGINIA: In the Clerk's Office of the Circuit Court of Caroline County. The foregoing instrument was this day presented in the office of me, Clerk, together with the certificate of acknowledgment annexed, admitted to record this 18th day of January, 2014 2:58 P. M. The ~~provisions~~ provisions of the Code has been observed.

Teste: [Signature] Clerk