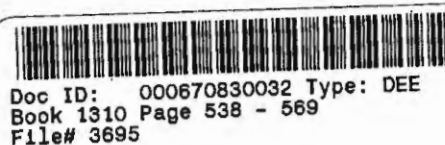


NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: Robert Lambeth
P. O. Box 236
Bedford, VA. 24523

3695



Return to: Virginia Outdoors Foundation
900 South Main St.
Blacksburg, VA 24060

TAX MAP NUMBERS: 103-A-68; 103-A-69; 104-A-1; 104-A-2; 104-A-3; 104-A-4; 104-A-55; 104-A-56; 104-A-57; 104-A-60; 104-A-61; and 104-A-62

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

THIS DEED OF GIFT OF EASEMENT (with cost reimbursement to Grantor) (this "Easement"), made this 21st day of December, 2016, among Edward Josiah LEWIS, single, LEWISMONT FARMS, LC, Melody A. LEWIS, Trustee of the MELODY A. LEWIS LIVING TRUST, Jessica Poindexter Lewis FOWLER, married (collectively "Grantor"); the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); Joseph T. ALBERT, Lessee, Party of the Third Part, to be indexed as Grantor; and CORNERSTONE BANK ("Lender") to be indexed as Grantor; J. Steven GRIST, ("Trustee"), to be indexed as Grantor, and Geoff FOWLER, husband of Jessica Poindexter Lewis FOWLER, ("Additional Grantor"), witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Amherst County, Virginia, containing in the aggregate 1,631.214 more or less as further described below (the "Property"), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) (the "IRC")

and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

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

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

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

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Amherst Comprehensive Plan adopted by the Amherst County Board of Supervisors on June 21, 2007, and updated May 21, 2013, and the Property is located within an area that is designated as “Agriculture Limited” on the county’s future land use map.

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

R-8 This Easement is intended to be a grant “exclusively for conservation purposes” under IRC Section 170(h)(1)(C), because it (i) effects “the preservation of open space (including farmland and forest land)” under IRC Section 170(h)(4)(A)(iii); specifically the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and will yield a significant public benefit, and (ii) is for the protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem, under IRC Section 170(h)(4)(A)(ii), and (iii) is for the preservation of a certified historic structure under IRC Section 170(h)(4)(A)(iv).

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

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

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

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

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

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

f. Governor McAuliffe's goal to identify, conserve, and protect at least 1,000 Virginia Treasures by the end of his term. Virginia Treasures include "Virginia's most important ecological, cultural, scenic and recreational assets as well as its special lands."

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

a. its comprehensive plan adopted by the Amherst County Board of Supervisors on June 21, 2007, and updated May 21, 2013, to which plan the restrictions set forth in this Easement conform and which contains the following:

FROM CHAPTER IV: COMMUNITY FACILITIES

Objective #1 To identify and preserve our historical sites, structures, objects, and areas.

Strategies: Educate property owners as to preservation incentives and the mechanisms of registering and/or preserving the County's historic resources.

Objective #2 Preserve and maintain the unique natural features of Amherst County.

Strategies: Encourage and support the efforts of local land trusts and the Virginia Outdoors Foundation to obtain conservation easements that protect viewsheds and open spaces.

FROM CHAPTER VI: LAND USE

Objective #3 Provide and/or support economic incentives to encourage the preservation of open space, agricultural, and forestall (sic) lands.

Strategies: Support the conservation initiatives[,] such as the acquisition of conservation easements, of local conservation organizations. [...]

To be cost effective, work with the Central Virginia Land Trust and the Virginia Outdoors Foundation due to their ability to leverage grant funding with modest local contributions.

b. Chapter 14 of the Amherst County, Virginia, Code of Ordinances (Sec. 14-56 thereof), which provides for use value assessment of real estate devoted to agricultural, forestal, horticultural or open-space uses, the Property having been approved for use value assessment by the county.

R-10 The Property is a working family farm in a rural agricultural and forested area of Amherst County, and it contains within its boundaries productive agricultural lands with over 190 acres of soils thereon having been classified as Prime Farmland Soils and 600 acres classified as Soils of Statewide Importance by the Natural Resource Conservation Service of the United States Department of Agriculture. Preservation of the Property in a relatively undeveloped state hereunder will help to protect agricultural and forest lands for future generations.

R-11 The Property is bounded by the Pedlar River, which river and its tributaries are within the Chesapeake Bay watershed and contribute in a relatively undeveloped state to the goals of the Chesapeake Bay Preservation Act Sections 10.1-2100 of the Code of Virginia (1950), as amended, and support the land conservation goals of the interstate Chesapeake Bay Program and Federal Executive Order 13508 (5/19/09), the strategy of which is to permanently protect two million acres in the Bay watershed by 2025.

Further with respect to the Chesapeake Bay watershed, an open-space easement on the Property contributes to the "Goals and Outcomes" of the 2014 Chesapeake Watershed Agreement, to which Governor McAuliffe affirmed the Commonwealth's commitment on June 16, 2014, as a member of the Chesapeake Executive Council, making Virginia a partner in the agreement among six states, the District of Columbia, The Chesapeake Bay Commission, and seven federal agencies. The limitation on development of the Property by the restrictions set forth herein helps achieve the following goals contained in such agreement:

- Land Conservation Goal: By 2025, protect an additional two million acres of lands throughout the watershed... and reduce the rate of conversion of agricultural lands, forests,

and wetlands as well as the rate of changing landscapes from more natural lands that soak up pollutants to those that are paved-over, hardscaped or otherwise impervious.

- **Water Quality Goal:** Reduce pollutants to achieve the water quality necessary to support the aquatic living resources of the bay and its tributaries and protect human health.
- **Sustainable Fisheries Goal:** Protect, restore, and enhance finfish, shellfish, and other living resources, their habitats and ecological relationships to sustain all fisheries and provide for a balanced ecosystem in the watershed and the bay.
- **Vital Habitats Goal:** Continually improve stream health and function throughout the watershed... Restore 900 miles per year of riparian forest buffer and conserve existing buffers until at least 70 percent of the riparian areas throughout the watershed are forested.
- **Healthy Watersheds Goal:** Sustain state-identified healthy waters and watersheds recognized for their high quality and/or ecological value.

R-12 The Property's 138-acre "Red Hill Farm" is listed on the National Register of Historic Places (NRHP) and in the Virginia Landmarks Register (VLR). "Red Hill," built in 1824, is described in the NRHP nomination as "the finest Federal style house in Amherst County." The two-story brick building located behind Red Hill is described by the Virginia Department of Historic Resources as a "rare surviving example of enslaved servants' quarters in Virginia" and is considered eligible for listing on both the NRHP and VLR. In addition to these two historic buildings, Red Hill Farm includes another historic dwelling, known as "Waverly," an 1870s two-story, frame house, considered a significant architectural vestige of the post-Civil War period. Preventing excessive development of the Property hereunder helps to protect the rural setting and environment of these historic resources.

R-13 The Property comprises approximately two-thirds of the "Pedlar Mills Rural Historic District," considered "eligible, but as yet unlisted" by the Virginia Department of Historic Resources (VDHR). According to VDHR, this 1732-acre district "retains its 19th century rural hamlet character...is locally significant and is potentially eligible for listing on the National Register of Historic Places." Limiting intensive development of the Property hereunder helps protect the historic character of the landscape on the Property and in the proposed district.

R-14 The Property borders the Pedlar River for more than one-half mile in an area known to support two rare mussel species – the state threatened green floater (*Lasmigona subviridis*), and the state and federally endangered, James spinymussel (*Pleurobema collina*). The restrictions set forth in this Easement help to protect the habitat for those and other species.

R-15 A nearly 500-acre portion of the Property owned by the Lewis family since 1912 is eligible for designation as a "Virginia Century Farm" by the Virginia Department of Agriculture and Consumer Services through a program that "recognizes and honors those farms that have been in operation for at least 100 consecutive years and the generations of Virginia farm families whose diligent and dedicated efforts have maintained these farms, provided nourishment to their fellow citizens and contributed so greatly to the economy of the Commonwealth."

R-16 The wooded areas on the Property are classified as having high Forest Conservation Value (FCV) by the Virginia Department of Forestry (VDOP). This FCV ranking is based on “the level of benefits provided by a particular area of forest in combination with the level of threat the area faces from conversion to another land use, primarily to development.” Protection of the Property in perpetuity hereunder contributes to VDOP’s recommendation that “these high conservation value forests be given priority in land conservation efforts such as donated conservation easements” and helps ensure that the forested areas remain available for wood products, watershed protection and wildlife habitat in perpetuity.

R-17 The northern portion of the Property has been given a “very high” watershed integrity value in the 2011 Watershed Integrity Model from the Virginia Commonwealth University Center for Environmental Studies (VCU-CES), conducted in cooperation with certain state agencies in Virginia. The restrictions set forth herein, helping to preserve the Property in a relatively undeveloped state and limiting impervious surfaces thereon, allow for retention and expansion of forests and help preserve its watershed integrity value.

R-18 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$21,000 to Grantor as a person conveying an open-space easement on agricultural, forestal, or other open-space land for costs associated with the conveyance of this Easement to Grantee.

R-19 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-20 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-21 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-22 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this “Easement”) over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 1,631.214 acres located in Amherst County, Virginia, near Monroe, fronting on State Routes 647 (Minors Branch Road) and 644 (Ramsey Road), to-wit:

All of those certain tracts or parcels of land, with the improvements thereon and all the appurtenances thereunto pertaining, lying and being situate in the Pedlar Magisterial District of Amherst County, containing, in the aggregate, 1,631.214 acres by survey, with metes and bounds as shown on plat of survey entitled Plat Showing Resurvey of Lands Standing in the Names of Melody Lewis Living Trust & Lewis Mont Farms, LC, Described in D. B. 1299, PG. 419, & D.B. 1115, PG. 493, Respectively,” made by James C. May, Jr., L.S., dated November 23, 2016, a copy of which is recorded in the Amherst County Circuit Court Clerk’s Office (the “Clerk’s Office”) in Plat Cabinet 3, at slide 3-73, which plat of survey is incorporated herein by reference for a more particular description of the property hereby conveyed.

Being the same property conveyed to the Grantors as follows:

Tax Map Number 103-A-68 is a cemetery platted as lying within Tax Map Number 103-A-69.

Tax Map Number 103-A-69 is the same real estate conveyed to Lewis Mont Farms, LC, by deed dated June 4, 2008, recorded in the Clerk’s Office in Deed Book 1115, at page 403.

Tax Map Number 104-A-1 is a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk’s Office in Deed Book 1299, page 419, and specifically that portion described as “Parcel 4”.

Tax Map Number 104-A-2 is a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk’s Office in Deed Book 1299, page 419, and specifically that portion described as “Parcel 3”.

Tax Map Number 104-A-3 is a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk’s Office in Deed Book 1299, page 419, and specifically that portion described as “Parcel 2”.

Tax Map Number 104-A-4 is a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk’s Office in Deed Book 1299, page 419, and specifically that portion described as “Parcel 1”.

Tax Map Number 104-A-55 is part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk’s Office in Deed Book 1299, page 419, and specifically that portion described as “Parcel 8”.

Tax Map Number 104-A-56 is part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk's Office in Deed Book 1299, page 419, and specifically that portion described as "Parcel 10".

Tax Map Number 104-A-57 is part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk's Office in Deed Book 1299, page 419, and specifically that portion described as "Parcel 11".

Tax Map Number 104-A-55 is part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk's Office in Deed Book 1299, page 419, and specifically that portion described as "Parcel 8".

Tax Map Number 104-A-60 is a cemetery platted as lying within Tax Map Number 104-A-62, and specifically that portion described as "Parcel 13."

Tax Map Number 104-A-61 was conveyed as follows: An undivided 51% interest in Tax Map Number 104-A-61 was a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015 recorded in the Clerk's Office in Deed Book 1299, page 419, and specifically that portion described as "Parcels 5," "Parcel 6," "Parcel 7." The other undivided 49% interest in Tax Map Number 104-A-61 was conveyed to Edward Josiah Lewis and Jessica Katherine Poindexter Lewis (n/k/a Jessica Katherine Poindexter Lewis Fowler, with each receiving an undivided 24.5% interest, by Deed of Confirmation of Title dated April 25, 2014, recorded in the aforesaid Clerk's Office in Deed Book 1254, at page 415.

Tax Map Number 104-A-62 was conveyed as follows: An undivided 50% interest in Tax Map Number 104-A-62, but less and except the log house on an approximately ½ acre lot located on real estate designated as Parcel 12 - "Red Hill," was the same real estate conveyed to Melody A. Lewis, Successor Trustee of The Edward Josiah Z. Lewis Land Trust, pursuant to a Deed of Appointment of Successor Trustee dated April 14, 2012, recorded in the Clerk's Office in Deed Book 1208, at page 599. The Edward Josiah Z. Lewis Land Trust was terminated by deed dated December 16, 2016, recorded shortly prior hereto in the Clerk's Office, with Edward Josiah Z. Lewis receiving a 30% undivided interest in the whole of the real estate and Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust receiving a 20% undivided interest in the whole of the real estate. The other undivided 50% interest in the real estate, but less and except the log house on an approximately ½ acre lot located on Parcel 12 - "Red Hill," was a part of the real estate conveyed to Melody A. Lewis, Trustee of the Melody A. Lewis Living Trust by deed dated September 10, 2015, recorded in the Clerk's Office in Deed Book 1299, at page 419, and specifically that portion described as "Parcel 12," "Parcel 13," and "Parcel 14". With respect to the above described log house and approximately ½ acre lot located on Parcel 12 - "Red Hill," fee simple title is vested in Melody A. Lewis, Trustee of the Melody A.

Lewis Living Trust by deed dated September 10, 2015, recorded in the Amherst County Circuit Court Clerk's Office in Deed Book 1299, at page 419.

The Property is designated as Tax Map Numbers 103-A-68; 103-A-69; 104-A-1; 104-A-2; 104-A-3; 104-A-4; 104-A-55; 104-A-56; 104-A-57; 104-A-60; 104-A-61; and 104-A-62 among the land records of the County of Amherst, Virginia. **Even though the Property consists of 12 parcels for real estate tax purposes and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.**

SECTION I -PURPOSES

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

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is preservation of land for agricultural use, forestal use, historic preservation and natural habitat and biological diversity.

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

SECTION II – RESTRICTIONS

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

1. DIVISION.

(i) The Property shall not be divided into, or separately conveyed as, more than five parcels (4 divisions permitted). For purposes of this Easement, division of the Property includes, but is not limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) Grantor shall give Grantee written notice prior to making a division of the Property.

(iii) The acquisition of a *de minimis* portion of the Property adjacent to State Routes 647 (Minor's Branch Road) and 644 (Ramsey Road) 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 right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Routes 647 and 644 in their present alignments, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public roads. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

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

2. **BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.**

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property. Such buildings and structures are subject to subparagraph 2(iv) **Siting of buildings and structures** below:

(a) **Dwellings and non-residential outbuildings and structures.** Ten dwelling units, such as detached or attached dwellings, barn or garage apartments, or cabins, each of which may be used by one or more persons or families.

(1) The ten dwelling units shall not exceed an aggregate of 32,500 square feet of above-ground enclosed living area.

(2) Non-residential outbuildings and structures commonly and appropriately incidental to such dwellings, sized appropriately to serve as amenities to residential use are permitted, including, but not limited to, a family cemetery and a home office no larger than 1,000 square feet of usable space.

(3) Except for the historic house known as "Waverly," such dwellings shall not individually exceed 4,500 square feet of above-ground enclosed living area without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed dwelling on the conservation values of the Property. Neither Waverly nor its replacement shall exceed 5,500 square feet of above-ground enclosed living area.

(4) Neither Red Hill ("the House") nor the Red Hill "servants' quarters" shall be demolished or removed without the prior written approval of Grantee. Approval of Grantee shall include consideration of the buildings' structural and historic integrity. To that end, Grantee may, in its discretion, require that Grantor obtain a report written by a structural engineer or professional architectural historian regarding the buildings' structural and historic integrity. In the event that (1) prior written approval is granted to demolish or remove the House and/or servants' quarters, (2) the House and/or servants' quarters are destroyed by causes beyond Grantor's reasonable control, including, but not limited to, fire, flood, storm or earth movement, or (3) the House and/or servants' quarters are damaged by causes beyond Grantor's reasonable control as above to such an extent that, in the opinion of Grantee, the buildings' historic integrity is irremediably compromised, nothing herein shall obligate Grantor to reconstruct the House and/or servants' quarters or return them to their condition prior to such calamity, and Grantor shall have the right to build replacement dwellings, provided that any replacement dwellings shall be constructed at the same location as the original dwellings unless Grantor demonstrates that alternate dwelling sites would provide better or equal protection of the conservation values of the Property and Grantee gives prior written approval of the alternate sites.

(5) Red Hill and Waverly (the two habitable dwellings on the Property at the time of this Easement) shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area.

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

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

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

buildings is consistent with the conservation purposes of this Easement and protective of the conservation values identified herein and that the buildings are located at sites on the Property not adversely impacting such conservation values. In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted rights to buildings for the processing and sale of farm or forest products unless the right to construct such building or buildings is allocated among the parcels in the instrument creating the division or other recorded instrument; and

(d) Roads.

(1) Private roads to serve permitted buildings or structures; private roads and access easements to parcels created by permitted divisions of the Property; and roads with permeable surfaces for permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over same to serve adjacent properties, provided that such roads or driveways have the written approval of Grantee, which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property.

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

(e) Utilities. Public or private utilities to serve permitted buildings, structures, or activities on the Property and public or private utilities to serve parcels created by permitted divisions of the Property. Public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will cause no more than minimal impairment of the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate right to approve such public or private utilities; and

(f) Alternative energy structures. Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, and scaled to provide electrical energy or pump water for permitted dwellings, other buildings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment, including, but not limited to, solar panels, wind turbines, and micro-hydro installations; and

(g) **Small-scale miscellaneous buildings or structures.** Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, and boardwalks, structures for crossing streams or wetlands or portions of docks or piers (all subject to the limitations set forth in Section II, Paragraph 5(ii) below); and

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

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

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

(iv) **Siting of buildings and structures.** To protect the historic integrity of Red Hill, no new dwellings shall be permitted within the boundaries of Red Hill Farm shown on Exhibit A, attached hereto and made a part hereof. See Section II, Paragraph 5(i) for further restrictions on improvements in the riparian protection zones.

(v) The collective footprint of all buildings and structures on the Property, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks, shall not exceed one-half percent (1/2%) of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a) through (c), (f), and (g) and Section II, Paragraph 2(iii) above and all other impervious surfaces, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks. In the event of division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads and driveways, shall not exceed one-half percent (1/2%) of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. **INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.**

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

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

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

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

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

(e) the sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment as provided in Section II, Paragraph 2(i)(f) above;

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

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

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

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

4. **MANAGEMENT OF FOREST.** Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than 14 days before the proposed date of a material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the terms of this Easement. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

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

5. **RIPARIAN PROTECTION ZONES.**

To protect water quality and natural habitat, riparian protection zones (RPZs) shall be maintained on the Property as shown on Exhibit B, attached hereto and made a part hereof, and as shown in the Baseline Documentation Report.

Such zones are made up of 35-foot riparian buffers along the edge of the Pedlar River, along the edge of Little Maple Creek and along each edge of the segments of the unnamed tributaries to the Pedlar River as measured from the tops of the banks of the watercourses.

- (i) Within the RPZs there shall be:
- (a) no buildings or other substantial structures constructed;
 - (b) no new paved roads or paving of existing roads without Grantee's approval;
 - (c) no storage of manure, fertilizers, chemicals, machinery or equipment;
 - (d) no removal of trees, except
 - (1) removal of invasive species,
 - (2) removal of dead or diseased trees,
 - (3) removal of trees posing a threat to human or livestock health or safety,
 - (4) minimal removal of trees for the purpose of maintaining existing roads,
 - (5) minimal removal of trees for creation of small wildlife plots, and
 - (6) minimal removal of trees for construction and maintenance of new permitted roads, stream crossings, dams, and any other structures permitted in subparagraph (ii) below; and
 - (e) no plowing, cultivation, filling, dumping, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

In addition, livestock shall be excluded from the Pedlar River and from the segments of Little Maple Creek and the unnamed tributaries to the Pedlar River shown on Exhibit B, except (a) for brief periods of flash grazing, (b) during times of drought or other emergencies, (c) for stream crossings or (d) for watering at limited access points.

(ii) Permitted within the RPZs are:

- (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above;
- (b) fencing along or within the RPZs;
- (c) construction and maintenance of stream crossings (including improvements over the RPZs to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow;
- (d) creation and maintenance of trails and roads without hard surfaces, and maintenance of existing and new permitted trails and roads;
- (e) creation and maintenance of natural habitat and small wildlife plots;
- (f) planting of trees, shrubs, grasses, or other vegetation;
- (g) clearing, grading and dam construction to create ponds or lakes (but not storm water retention or detention ponds to serve other properties), and
- (h) diversion of water for agricultural use on the Property.

(iii) Subsequent to the recordation of this Easement Little Maple Creek, the Pedlar River and/or the Pedlar River's unnamed tributaries may meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above. In such event, the RPZs shall remain the same width, but move relative to the movement of the creek, the river and/or tributaries. In such event, any buildings or structures that were outside of the original RPZs and are determined to be within the new RPZs shall not be considered in violation of these restrictions and may be maintained and replaced at such locations, but not enlarged.

6. GRADING, BLASTING, FILLING AND MINING.

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

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (d) above require 30 days' prior notice to Grantee.

Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration of the topography. Surface mining on the Property and subsurface mining from the surface of the Property are prohibited. Dredging on or from the Property is prohibited, except for maintenance of any ponds on the Property.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. **ENFORCEMENT.** Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the conveyance or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; (iii) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (iv) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (v) to enjoin non-compliance by temporary or permanent injunction; and (vi) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the conveyance. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the Baseline Documentation Report contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation 1.170A-14(g)(5)(i).

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (a) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant and convey this Easement, (c) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, (d) no consent of any third party is required for Grantor to enter into this Easement, other than the consent of the Party of the Third Part, who is executing this Easement, (e) each person and/or entity signing on behalf of Grantor is authorized to do so, and (f) LEWISMONT FARMS, LC is and shall be duly organized and legally existing under the laws of the Commonwealth of Virginia.
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.

5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.
6. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common law rule that covenants restricting the free use of land are disfavored and must be strictly construed), this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify in part as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being in part a qualified conservation contribution.
7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 366 Minors Branch Road, Monroe, VA 24574.

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

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values

or interests associated with the Property. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement.)

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

9. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Treasury Regulation Section 1.170A-13(c)(5), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from conveyance of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement, except for a payment to Grantor for survey fees assisting in the placement of the Property under easement from the Open-Space Lands Preservation Trust Fund pursuant to Section 10.1-1801.1 of the Code of Virginia.
10. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity, (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations, and (iii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the conveyance bears to the value of the Property as a whole at that time.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.

14. **EXTINGUISHMENT.** Should an attempt be made to extinguish this Easement in whole or in part, such extinguishment shall be carried out by judicial proceedings in compliance with IRC Section 170(h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from such an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section V, Paragraph 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole, excluding from such calculation, however, any increase in the value of the Property attributable to improvements constructed on the Property subsequent to the recordation of this Easement. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
15. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement in part as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia.
16. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.
17. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
18. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
19. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
20. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or

questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.

21. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**
This Easement cites various federal and state statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.
22. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Amherst, 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.

Joseph T. Albert, Party of the Third Part, lessee of a portion of the Property and holder of a right of first refusal with respect to that portion of the Property, joins in the execution of this Easement to evidence his consent to the terms, conditions, and restrictions of this Easement and his agreement that his rights as lessee and as the holder of the right of first refusal to purchase said portion of the Property shall be held subject to and subordinate to this Easement.

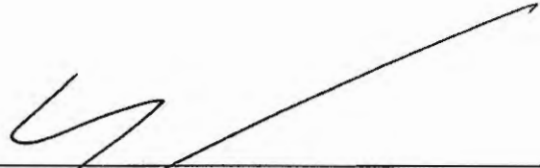
Geoff Fowler, Additional Grantor, husband of Grantor Jessica Poindexter Lewis Fowler, joins in the execution of this Easement to evidence his consent to the gift of easement herein made and its exclusion from the augmented estate of Jessica Fowler pursuant to Virginia Code §64.2-305 as now written or hereafter amended.

Cornerstone Bank (together with its successors in interest, the "Lender"), is the note holder under a certain deed of trust (the "Deed of Trust") dated December 21st, 2016 and recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia on December 22, 2016, at 10:55 a.m., as Instrument Number 16003619, which subjects a portion of the Property (the "Liened 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 of the Deed of Trust to execute this Easement to give effect to the subordination of such deed of trust to this Easement. The Trustee of the Deed of Trust joins 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.

Notwithstanding the above, for so long as the Deed of Trust, or any modification, refinancing, or extension thereof, constitutes a lien on the Liened Property, the Deed of Trust shall be considered a division of the Property for the purposes of this Easement, to which divided parcel two (2)

additional division right(s) and six (6) of the allowable dwelling rights (along with nineteen thousand five hundred (19,500) square feet of the permitted square footage for dwellings) for existing or future dwellings (all such rights, the "Allocated Rights") shall be allocated unless otherwise agreed in a recorded writing executed by the Lender. All such Allocated Rights shall be unavailable for the remainder of the Property. By their signatures hereon, Grantors grant and convey the Allocated Rights to the Trustee of the Deed of Trust, to be held as part of the trust created by the Deed of Trust. For the avoidance of doubt, with the allocation of the Allocated Rights to the Liened Property, the remainder of the Property shall have one (1) division right, four (4) dwelling rights, and thirteen thousand (13,000) square feet of permitted square footage for dwellings. In the event of a foreclosure of the Liened Property, or a deed to the Lender in lieu of such a foreclosure, the Liened Property shall exist as a separate parcel, consuming one of the four (4) the division rights provided for in this Easement; the new owner of the Liened Property shall succeed to all Allocated Rights; and such Allocated Rights shall be permanently unavailable to the remaining Property. Any deed of conveyance of the Liened Property in connection with such a foreclosure, or a deed to Lender in lieu thereof, shall reference the Allocated Rights, but no other instrument and no joinder of any other party shall be required. The Liened Property shall in any event remain subject to all the terms and conditions of this Easement. In the event the debt secured by the Deed of Trust (and any modification, refinancing, or extension thereof) is fully paid, and the Deed of Trust is then released (other than by foreclosure or deed in lieu thereof), then the Allocated Rights shall cease to be allocated to the Liened Property and may be otherwise used or conveyed as may be permitted by this Easement, and subject always to all the terms thereof.

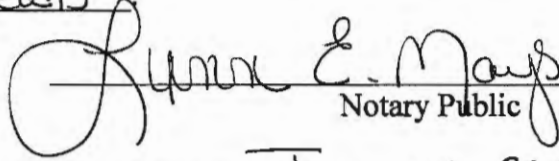
WITNESS the following signatures and seals: [Counterpart signature pages follow.]



Edward Josiah LEWIS

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

The foregoing instrument was acknowledged before me this 21st day of December,
2016 by Edward Josiah Lewis



Notary Public

My commission expires: June 30, 2019
Registration No. 327641



LewisMont Farms, LC

By: Melody A. Lewis
Its Manager

COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF Amherst, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of December
2016 by Melody A. Lewis

Ryma E. May
Notary Public

My commission expires: June 30, 2019
Registration No. 327641

Melody A. Lewis, Trustee of the
Melody A. Lewis Living Trust

Melody A. Lewis

COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF Amherst, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of December, 2016 by
Melody A. Lewis

Ryma E. May
Notary Public

My commission expires: June 30, 2019
Registration No. 327641

Jessica P L. Fowler
Jessica Poindexter Lewis Fowler

Geoff Fowler
Geoff Fowler

COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF Amherst, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of December, 2016 by Jessica Poindexter Lewis Fowler.

Rhonda E. Mays
Notary Public

My commission expires: June 30, 2019
Registration No. 327641

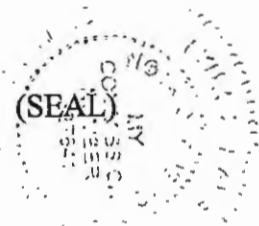


COMMONWEALTH OF VIRGINIA,
~~CITY~~/COUNTY OF Amherst, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of December, 2016 by Geoff Fowler.

Rhonda E. Mays
Notary Public

My commission expires: June 30, 2019
Registration No. 327641



Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: Tamara Vance

COMMONWEALTH OF VIRGINIA,
COUNTY OF Montgomery, TO WIT:

The foregoing instrument was acknowledged before me this 28th day of
December, 2016 by Tamara A. Vance, a Deputy Director of the Virginia Outdoors Foundation.

Cindy L. Montgomery
Notary Public

(SEAL)



My commission expires: 06/30/2020
Registration No. _____

[Counterpart signature page 5 of 7 of deed of open-space easement]

Joseph T. Albert
Joseph T. Albert

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

The foregoing instrument was acknowledged before me this 23 day of December,
2016 by Joseph T. Albert.

[Signature]
Notary Public

My commission expires: 06/30/2018
Registration No. 7618401

(SEAL)



Lender:

By: Robert J. Halli

Its: Commercial Lending Officer

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

The foregoing instrument was acknowledged before me this 22nd day of December, 2016 by Robert J. Hobbs [name of officer], Commercial Lending Officer [title of officer] of Cornerstone Bank [name of corporation], a Virginia [state of incorporation] corporation, on behalf of the corporation.

Tammy H. Puffenbarger
Notary Public



My commission expires: July 31, 2020
Registration No. 286571

[Counterpart signature page 7 of 7 of deed of open-space easement]

J. Steven Grist, Trustee
J. Steven Grist

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

The foregoing instrument was acknowledged before me this 22nd day of December, 2016 by J. Steven Grist, Trustee.

Tammy H. Puffenbarger
Notary Public

My commission expires: July 31, 2020
Registration No. 286571



INSTRUMENT #16003695
RECORDED IN THE CLERK'S OFFICE OF
AMHERST ON
DECEMBER 29, 2016 AT 10:15AM

DEBORAH C. MOZINGO, CLERK
RECORDED BY: BNW

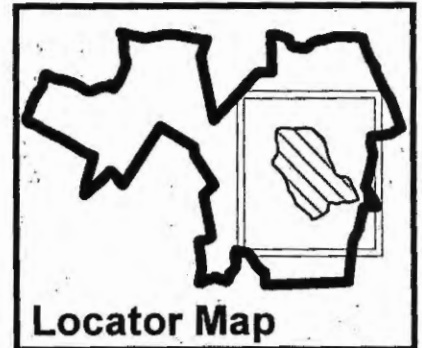
FOR DEPOSIT ONLY
AMHERST CIRCUIT COURT
RCPT : 16000010459
CASE : 009CLR16003695

79°16'30"W

79°16'0"W

79°15'30"W

EXHIBIT A



Waverly
(ca. 1870)

No new dwellings
within the boundaries
of Red Hill Farm

Red Hill
(ca. 1824)

Minors Branch Rd.

Legend

- - - Driveway/farm road
- 🏠 Lewis primary dwelling
- ▨ Red Hill Farm (DHR 005-0014)
- ◻ Lewis easement boundary



79°16'30"W

79°16'0"W

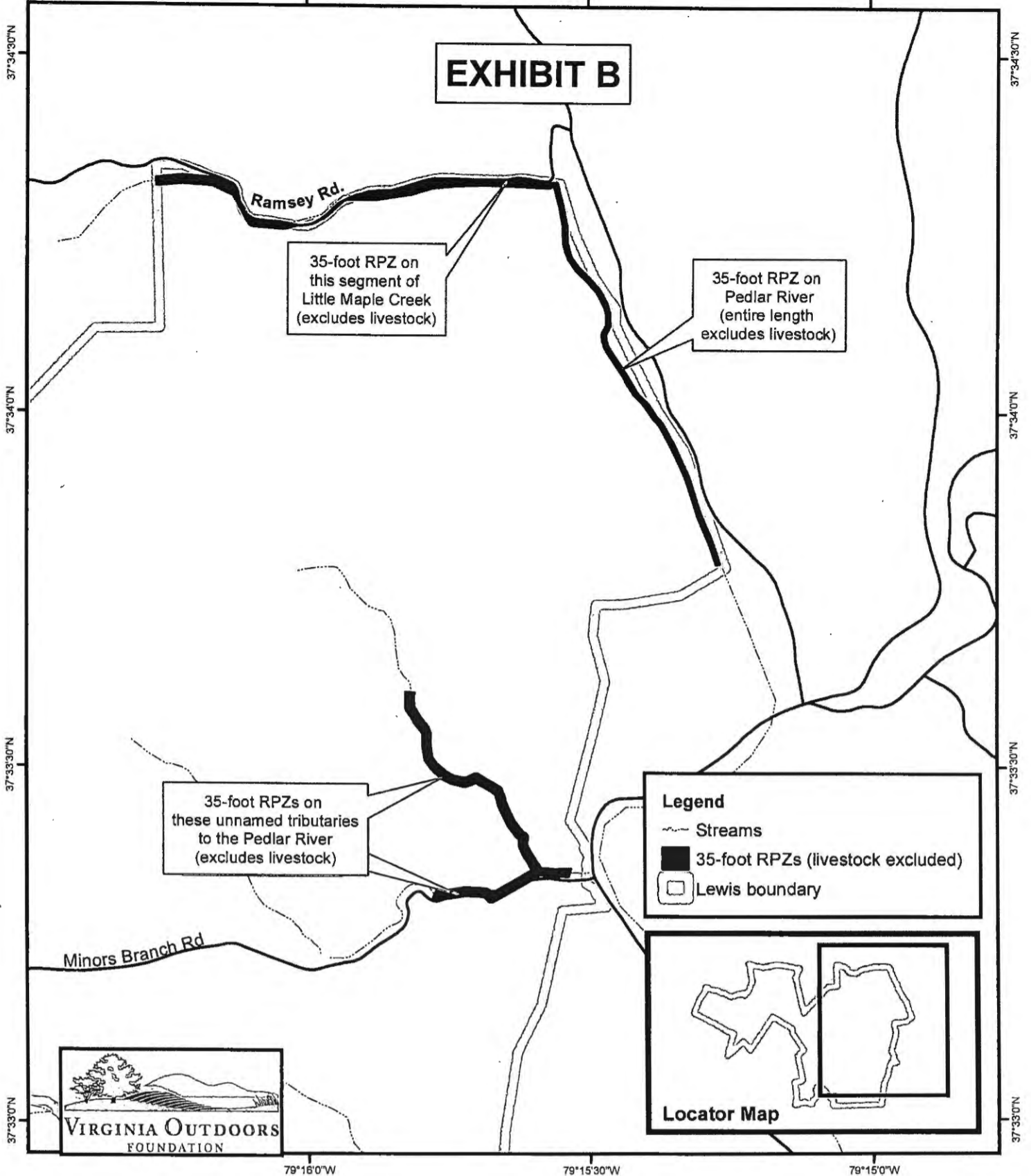
79°15'30"W

Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983
 Source data: Roads-VDOT;
 Historic areas: VDHR
 All Else-VOF.
 Map created 12/13/16 by Ruth Babylon.

**Red Hill Farm
 Restricted Build Area**
Edward J. Lewis, et al
 Amherst County - 1,631.214 ac

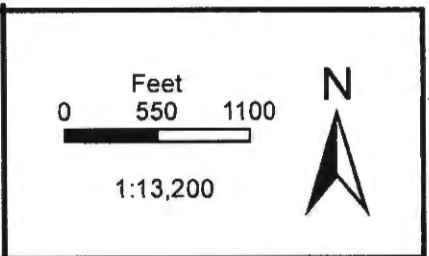
0 Feet 650
 325

1:7,800



Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983
 Source data: Roads-VDOT;
 Water-VGIN 2002;
 All Else-VOF.
 Map created 12/15/16 by Ruth Babylon.

Riparian Protection Zones
Edward J. Lewis, et al
 Amherst County - 1,631.214 ac



Tax Map No. 104-A-57

Parcel 11:

All that certain tract or parcel of land, situated, lying and being in the Pedlar Magisterial District, Amherst County, Va., about two miles from Pedlar Mills, and adjoining the lands now or formerly owned by Arthur Dodd, George T. Pleasants, James McCray and Lewis Cabell, containing 56.5 acres, more or less, and containing within the following metes and bounds; as shown by plat made by C.G. Massie, Surveyor, Jan., 1906 and attached to and recorded with the Deed of Partition between Louis Cabell and Otte Cabell, recorded in D.B. 60, p. 34, in the Clerk's Office of the Circuit Court of Amherst County, Va., to-wit:

Beginning at a chestnut at corner near Maple Creek, thence N. 89.5 deg. E. 66 poles to corner; thence N. 1.25 deg. W. 152 poles, corner of Lewis Cabell; thence S. 60 deg. W. 17 poles to point; thence S. 52 deg. W. 13 poles to a point; thence S. 44 deg. W. 11 poles to a point thence S. 33 deg. W. 14 poles to a point, thence S. 28 deg. W. 14 poles to a point near branch; thence S. 48 deg. W. 61 poles, corner of Lewis Cabell, thence S. 30 deg. E 5 poles; thence S. 34 deg. E 13 poles; thence S. 45 deg. E. 11 poles; thence S. 79 deg. E. 7 poles; thence S. 28 poles crossing Maple Creek to the point of beginning, and it being the same identical tract or parcel of land which was conveyed to Ollie Cabell and Eva Cabell, his wife by City Loans, Inc., by deed dated Nov. 30, 1943, and of record in the Clerk's Office of the Circuit Court of Amherst County in Deed Book 131, page, 531, to which reference is made to better identify the property herein conveyed. Also the right of way from the above described land to the Waugh's Ferry Road granted to Ollie Cabell by deed recorded in Deed Book 60, page, 34, in the aforesaid Clerk's Office is hereby conveyed to the said Edward Lewis, his heirs and assigns forever.

Part of Tax Map No. 104-A-62

Parcel 12:

To the extent not titled in the Land Trust: All that certain tract or parcel of land, together with all and singular the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in Pedlar Magisterial District, in the County of Amherst, State of Virginia, adjoining the lands now or formerly owned by E. L Parr, Dodd, Lucy Minor Barrett, G. H. Lewis, Roundtop and John E. Ellis, which tract of land is locally and commonly known as "Red Hill Farm", containing 191.5 acres, according to a plat of survey thereof, made by T. W. Saunders, Surveyor, dated 1930, which plat is duly recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book No. 100, at page 9, with a deed bearing date July 25, 1930, from Leonard A. Ware and Effie L. Ware, his wife, to Kiah T. Ford, and which land is more particularly described upon said plat as follows, to-wit:

Beginning at a point on the hill above Pedlar River, at a bunch of chestnut trees and

History
DB 88/520 (PB A/43) EE/447
DB 76/44 DD/222 Plat DB 100/9
~~DB 537/375~~ BB/306 or 362 PB A/286
DB 537/375 (DOD) DB 100/10
DB YY/405
HH/108

corner of the Dodd Place on E. L Parr's line; thence N. 15 deg. E. 170 feet; thence N. 87 deg E. 470 feet to a stone in the middle of Pedlar River; thence up Pedlar River, N. 22-1/2 deg. W. 330 feet; thence leaving Pedlar River, N. 2944 deg. W. 495 feet to a stone pile (this course crossing the road to Pedlar Mill); thence N. 19-1/2 deg. E. 785 feet to pine; thence N.17-1/2 deg. E. 454 feet to stake; thence N. 10 deg. W. 405 feet to stake; thence N. 9 deg. E. 264 feet to stake, corner with farm known as "Roundtop"; thence N. 86-1/2 deg. W. 1240 feet to Black Oak; thence N. 78 deg. W. 1800 feet to rock pile, corner with land of G. H. Lewis; thence S. 3-1/4 deg. E. 1763.4 feet to wild cherry stump (called "Beginning" on said plat); thence N. 88-1/2 deg. W.429 feet; thence N. 84-1/2 deg. W. 125 feet to a proposed outlet 14 feet wide; thence continuing N. 84-1/2 deg. W. 75 feet to the middle of a small branch; thence down the middle of said small branch, as it meanders, 1995 feet, more or less, to a point where said branch turns almost at right angles, in a northeasterly direction; thence S. 22-1/2 deg. E. 90 feet to the middle of the road sometimes called the "Waugh Ferry Road", and formerly the Lynchburg-Natural Bridge Road; thence down the center of said road as it meanders, N. 84 deg. E. 221 feet; thence N. 48-1/7, deg. E. 533 feet; thence N. 21 deg. E. 105 feet to corner with the aforesaid Dodd Place; thence leaving said Road, S. 88-1/4 deg. E. 160 feet; thence S. 85-3/4 deg. E. 368 feet to white oak; thence S. 75-1/4. deg. E. 417.5 feet; and thence S. 83 deg. E. 314 feet to the point of beginning.

Including the log house on an approximately one-half acre lot located on the Red Hill tract which was not transferred to the Land Trust.

Part of Tax Map No. 104-A-62

Parcel 13:

To the extent not titled in the Land Trust: That certain tract or parcel of land, lying and being in Pedlar Magisterial District, Amherst County, Virginia, on the waters of Pedlar River, estimated to contain 197 acres, more or less, and here conveyed in gross and not by the acre, and locally known as "Round Top" or the R. N. Ellis tract, and being more particularly described by a plat of said land made by T. W. Saunders, Surveyor, in November, 1925, which plat is duly recorded in the said Clerks Office in Plat Book A, page 66 with a deed from C. G. Loving and wife to John N. Mitchell of record in said Clerk's Office in Deed Book 92, page 246, as follows, to-wit:

Beginning at a gum and poplar corner on the Ramsey line E. 113 Poles, thence S. 4 E. 84 poles: thence S. 78 E. 109 poles, thence S. 87 E. 87 poles, thence N. 86 E. 28 poles, thence N. 68 E. 28 poles to the center of Pedlar River, thence up Pedlar River 91 poles, thence S. 76 W. 50 poles, thence N. 44 W. 90.7 poles, thence N. 89 W. 75.8 poles, thence N. 65-1/2 W. 28 poles to a white oak; thence S. 76-1/2 W. 21 poles to a large chestnut, thence N. 86- 1/4 W. 15.8 poles, thence S. 88E. 34 poles to PTS, thence S. 46 W. 64 poles to the point of beginning.