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PREPARED BY FORBES R. REBACK, ATTORNEY AT LAW

DEED OF GIFT OF EASEMENT
 Exempted from recordation taxes under
 Code of Virginia (1950) as amended
 §§58.1-811(A)(3), 58.1-811(D) and 10.1-1803

This DEED OF GIFT OF EASEMENT, made this 8th day of November 1999, by and between KENNETH R. WRIGHT and RUTH M. WRIGHT, husband and wife, hereinafter referred to as Grantors, and the VIRGINIA OUTDOORS FOUNDATION, an agency of the Commonwealth of Virginia, hereinafter referred to as Grantee, whose address is 203 Governor Street, Suite 316, Richmond, Virginia 23219;

WITNESSETH:

WHEREAS, the Open-Space Land Act of 1966 (Chapter 17, Title 10.1, §§10.1-1700 to 10.1-1705 inclusive of the Code of Virginia, as amended) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land; and

WHEREAS, Chapter 18, Title 10.1 of the Code of Virginia, (§§10.1-1800-10.1-1804 inclusive), 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, historical, scientific, open-space and recreational areas of the Commonwealth; and

WHEREAS, the real property of the Grantors is a portion of the Civil War battlefield where the Battle of Cedar Mountain was fought on August 9, 1861; and

WHEREAS, the voluntary preservation of the Grantors' property in its undeveloped state

Mailed 1-4-2000
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will further the goals of the Culpeper County Comprehensive Plan by promoting the continuation of a viable agricultural and forestry industry and resource base, by preserving open-space, by protecting the County's historic, natural and scenic resources and by discouraging residential development in the rural area; and

WHEREAS, the Grantors are the owners of the fee in the real property hereinafter described which the Grantors desire to have preserved as open-space land in the public interest; and

WHEREAS, the conservation purposes of this easement are the preservation of an historic resource and open-space (including forest land) pursuant to a clearly delineated governmental conservation policy and which will yield significant public benefit within the meaning of §170 of the Internal Revenue Code;

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantors do hereby **GIVE, GRANT** and **CONVEY** to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate formerly known as "Cedarcroft" consisting of 126.555 acres, more or less, and more particularly described as follows:

All that certain tract or parcel of land with all improvements thereon and appurtenances thereto pertaining situated on the west side of Cedar Mountain Drive (State Route 649) in the Cedar Mountain Magisterial District of Culpeper County, Virginia near Mitchells, containing 126.558 acres, more or less, as more particularly shown and described on the plat of a survey made by Brian Throssell, C.L.S., dated September 14, 1998 of record in the Clerk's Office of the Circuit Court of Culpeper County in Plat Cabinet 6, Slide 51; Being the same property conveyed to the Grantors by deed of Eleanor A. Lefcheck, widow, dated September 18, 1998 of record in the Clerk's Office aforesaid in Deed Book 657, pages 679. (Tax Map No. 61-79) (*the "Property."*)

This conveyance is made expressly subject to the easements, restrictions and covenants which are of record or which may be visible upon the premises.

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successor and assigns may not transfer or convey the open-space easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by §170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

This conveyance is further made subject to all matters of record which may affect said parcel of land.

The following enumerated restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above. The acts which the Grantors, and the Grantors' heirs, successors, personal representatives and assigns, covenant to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. Accumulation of trash, refuse, junk or any other unsightly material is not permitted on the Property. Intentional disposal of any toxic or hazardous substance is not permitted. Livestock waste or brush piles shall not be considered toxic or unsightly. Pre-existing deposits of old farm waste materials situated in wooded areas not open to public view may remain in place.
2. Display of billboards, signs or other advertisements is not permitted on or over the Property except to state the name and/or address of the Property and/or the owner thereof, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed three by three feet in size.

3. Division of the Property into more than two (2) parcels of land is prohibited. One parcel not to exceed six (6) acres in area may be created on Cedar Mountain Drive between the parcels designated as "Wood" and "Weakley" as shown on the plat referred to above. No other division of the Property is permitted.

4. Management of forest resources shall be in accord with a forest stewardship plan approved by the Grantee. All forestry activities shall be carried out so as to maintain biodiversity and preserve the environmental and scenic quality of the area. Best Management Practices as defined by the Virginia Department of Forestry shall be used to control erosion and protect water quality. The Grantors, their successors and assigns shall notify the Grantee no later than 30 days prior to the start of any such activity and within 7 days of its completion.

5. Grading, blasting or removal of earth, sand, gravel or stone shall not materially alter the topography of the Property except for dam construction to construct private conservation ponds, a level riding ring and private roads to serve parcels permitted in Paragraph 3 above and buildings permitted herein. Mining on or from the Property is prohibited.

6. No permanent or temporary building or structure shall be built or maintained on the Property other than a) the existing single family dwelling house and non-residential outbuildings accessory thereto which may be enlarged (but limited to 4,500 square feet of livable space) repaired, renovated or replaced and other non-residential outbuildings structures and amenities commonly and appropriately incidental thereto; b) an additional single family dwelling not to exceed 2,500 square feet of livable space and other non-residential outbuildings, structures and amenities commonly and appropriately incidental thereto; c) farm buildings or structures; d) kennels. Buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property, unless prior written permission for said building or structure is obtained in writing from

the Grantee. In the event of division of the Property as set forth in Paragraph 3, above, one single family dwelling and non-residential outbuildings, structures and amenities commonly and appropriately incidental thereto may be constructed on the smaller tract thereby created.

7. Industrial or commercial activities other than the following are prohibited: a) agriculture, including animal husbandry, silviculture and horticulture, b) the kennelling of hounds c) temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property and which are consistent with the conservation values here protected and with the other provisions of this easement, d) activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. "Temporary" activities involving 100 people or more shall not exceed seven (7) days in duration without prior approval of the Grantee. Nothing in this easement shall be construed to prevent hunting or shooting on the property and such activities are expressly permitted. Anything more than a *de minimis* use of the Property for a commercial recreational activity is prohibited.

8. Representatives of the Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.

9. Grantors, and the Grantors' heirs, personal representatives, successors, and assigns shall notify Grantee in writing prior to closing on any proposed transfer or sale of the Property or portion thereof. In any deed conveying all or part of the Property, this easement shall be referred to by Deed Book and page number in the deed of conveyance.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or use of the Property. The Grantors,

their heirs, personal representatives, successors and assigns hereby retain exclusive right to such access and use subject to the terms hereof.

Acceptance of this conveyance by the Grantee is authorized by §10.1-1801 of the Code of Virginia and is evidenced by the signature below of its executive director. Assignment of this easement is governed by §10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals.

Kenneth R. Wright (SEAL)
KENNETH R. WRIGHT

Ruth M. Wright (SEAL)
RUTH M. WRIGHT

ACCEPTED:

VIRGINIA OUTDOORS FOUNDATION

BY: Tamara A. Vance
Tamara A. Vance
Executive Director

STATE OF COLORADO
COUNTY OF Boulder, to wit:

The foregoing deed of gift of easement was acknowledged before me this 8 day of November 1999 by Kenneth R. Wright and Ruth M. Wright, husband and wife.



Lue Ann Lokken
Notary Public

My commission expires:

4-16-01

