

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A - COVER SHEET CONTENT**

Instrument Date: 7/21/2025

Instrument Type: DEC

Number of Parcels: 1 Number of Pages: 8

☐ City ☒ County LOUISA COUNTY  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

☐ Grantor:☐ Grantee:

Business/Name

1 Grantor: [REDACTED]

Grantor:

1 Grantee: [REDACTED]

Grantee:

Grantee Address

Name: [REDACTED]

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: ☐ City ☒ County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 71 91

Short Property Description: 1023.88 ACRES

Current Property Address: 950 AMBLER ROAD

City: LOUISA State: VA Zip Code: 23093

Instrument Prepared By: MICHAEL P. LAFAYETTE Recording Paid By: LAFAYETTE WHITLOCK FISCHER HUG

Recording Returned To: LAFAYETTE WHITLOCK FISCHER HUGHES PLC

Address: 10160 STAPLES MILL ROAD, SUITE 105

City: GLEN ALLEN State: VA Zip Code: 23060

Doc ID: 004376460009 Type: DEC  
Recorded: 07/22/2025 at 03:53:00 PM  
Receipt#: 2025-00004243  
Fee Amt: \$26.00 Page 1 of 9  
Instr# 202500006673  
Patty C. Madison, Louisa Clerk of Co  
Patty C. Madison Clerk of Court  
File#

BK 2026 PG 477-485

(Area Above Reserved For Deed Stamp Only)

Tax Map ID Number 71 91

Prepared by: Channing J. Martin, Esq.  
Williams Mullen  
200 South 10<sup>th</sup> Street  
Richmond, Virginia 23219  
Virginia State Bar No. 18887

## DECLARATION OF RESTRICTIVE COVENANTS

OF

[REDACTED]  
(Owner)  
LOUISA COUNTY, VIRGINIA

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this 21 day of July, 2025, by [REDACTED] Trustee, under the [REDACTED] u/a October 7, 2022, Owner.

### RECITALS

WHEREAS, [REDACTED], Trustee, is the owner ("Owner") in fee of the real property, rights and interests (including in wetlands, submerged lands, uplands, and associated riparian/littoral rights) comprising of 1,023.88 acres  $\pm$  located in Louisa County, Virginia ("Property"). The Property is described as Tax Map ID Number 71 91 and is more fully described on Exhibit A attached hereto;

WHEREAS, pursuant to the Consent Decree entered by the United States District Court for the Eastern District of Virginia on June 30, 2025 in *United States, et al v. [REDACTED]* et al, Civil Action No. 3:25cv21 (the "Consent Decree"), a total of 5.662 acres of wetlands has been or will be restored on the Property;

WHEREAS, these 5.662 acres of wetlands together with 5.494 acres of their upland preserved buffers (collectively, the "Preservation Areas") are shown on the plat dated January 2025 and recorded with this Declaration of Restrictive Covenants as Exhibit B;

WHEREAS, Owner has agreed to record this Declaration of Restrictive Covenants expressing Owner's intent to preserve and provide long-term protection of the Preservation Areas;

NOW THEREFORE, for good and valuable consideration as set forth above, Owner does hereby declare, covenant and agree, for himself and his successors and assigns, that the Preservation Areas shown on Exhibit B shall be hereafter held, occupied, used, leased, transferred, and sold subject to the following Restrictive Covenants which shall run with the land and be binding on Owner and all of Owner's heirs, successors, assigns, lessees, and any other occupiers or users.

### COVENANTS AND RESTRICTIONS

1. **Recordation.** Owner shall ensure that this Declaration is recorded in the land records of Louisa County, and shall ensure that this Declaration is indexed against the land records for the Property. Owner shall ensure that these Covenants and Restrictions run with the Property in perpetuity and be binding on Owner and his successors, assigns, lessees, and any other occupiers or users of the Property.
2. **Conservation Purpose.** Owner declares, for himself and his successors and assigns, that the Preservation Areas shall hereafter be held exclusively for conservation purposes, unless otherwise provided herein.
3. **Restrictions on Owner's Activities.** The Preservation Areas shown on Exhibit B attached hereto shall be preserved in perpetuity by **prohibiting** the following activities in the Preservation Areas:
  - a. Destruction or alteration of the Preservation Areas shown on Exhibit B, *provided that* the following activities are **allowed**:
    - i. All activities necessary to complete the restoration in the Preservation Areas required by the Consent Decree;
    - ii. Alteration necessary to ensure the success of the Preservation Areas including monitoring, reconstruction or maintenance of the constructed Preservation Areas, as approved by the United States Environmental Protection Agency ("USEPA") or the Virginia Department of Environmental Quality ("DEQ");
    - iii. Alteration to construct structures such ecological, biological, or hydrological monitoring, observation, or management equipment including, without limitation, monitoring wells or other structures as approved by the USEPA or DEQ, provided that:
      1. any such structures permit, and do not impede, the natural movement of water, and

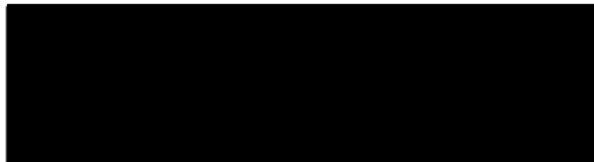
2. any such structures do not alter the physical, biological, or chemical nature of the protected resource and/or its protected buffer, and
  3. any such structures are constructed and maintained in accordance with all applicable federal and state laws.
- iv. Addition of signs constructed in public right of ways by or on behalf of the Virginia Department of Transportation or other governmental agencies;
  - v. Removal of vegetation (where not precluded by federal or state law) when approved by the USEPA or DEQ and conducted for
    1. Removal of noxious or invasive plants; or
    2. Public safety purposes
  - vi. Planting of native species of plants by hand for aesthetic landscaping or screening purposes; and
  - vii. Alteration as reasonably necessary to comply with state or federal law or appropriate court order.
- b. Construction, maintenance or placement of any structures including but not limited to buildings, building pads, and mobile homes, other than those which currently exist;
  - c. Alteration of the physical, chemical, or biological properties of waters of the United States or State Waters, including but not limited to the alteration of wetland acreage and their associated buffers, land clearing, ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials, and the loss of functions in any surface waters or their associated buffer (except as may be necessary on a case-by-case basis with prior written approval by the USEPA or DEQ);
  - d. Permitting livestock to graze, inhabit or otherwise enter the Preservation Areas;
  - e. Harvesting, cutting, logging, and pruning of trees and plants, or using fertilizers and spraying with biocides other than what is authorized by the USEPA or DEQ;
  - f. Utilizing a non-reporting Nationwide Permit or State Program General Permit under Section 404 of the Clean Water Act or state general permits under VWPP regulations to impact any Water of the U.S., or any State Waters on the Preservation Areas. Notification shall be required for the use of any Nationwide Permit, State Program General Permit, Regional Permit, or state general permit under VWPP regulations; and

g. Further subdividing the Preservation Areas as shown on Exhibit B.


4. **Other Restrictions.** Owner represents and warrants that no restriction of record on the use of the Property, nor any presently existing future estate or interest in the Property, nor any lien, obligation, covenant, limitation, lease, mortgage, or encumbrance of any kind precludes the imposition or maintenance of this Declaration or the Restrictions established in this Declaration.
5. **Notice of Legal Action.** The USEPA and DEQ shall be provided with a 60-day advance written notice of any legal action concerning this Declaration or of any action to extinguish, void or modify this Declaration in whole or in part.
6. **Survival of Restrictions.** This Declaration is intended to survive foreclosure, bankruptcy, condemnation or judgments affecting the Property.
7. **Amendment.** This Declaration of Restrictive Covenants shall not hereafter be altered in any respect without the express written approval and consent of Owner or his successor in interest and the USEPA and DEQ. In order to vacate, modify, or amend this Declaration after recording, Owner or his successor must (1) notify the USEPA and DEQ of the intended vacation, modification, or amendment; and (2) obtain written approval from the USEPA and DEQ. Any amendments must be recorded in the land records for the Property.
8. **Compliance Inspections and Enforcement.** After giving reasonable notice to Owner or, as applicable, the then owner of the Property, the USEPA, DEQ, and their authorized agents shall be allowed to enter the Property at reasonable times and under reasonable circumstances solely for the purposes of traveling directly to the Preservation Areas to inspect the Preservation Areas and take actions necessary to verify compliance with these restrictive covenants. Forty-eight (48) hour notification to such owner shall be deemed reasonable, although nothing contained herein shall make an inspection time unreasonable during an emergency. The USEPA and DEQ may enforce the Restrictions through any means permitted by law, including any proceeding at law or in equity or administrative proceedings, provided that no violation of the Restrictions contained in this Declaration shall cause a forfeiture or reversion of title. Failure by any agency (or owner) to enforce any covenant of restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
9. **Eminent Domain.** Owner, for himself and his successors and assigns, covenants to notify the USEPA and DEQ, within 30 days, if any party initiates eminent domain proceedings involving the Preservation Areas.

10. **Severability Provision.** The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.
11. **Notice to Government.** Any permit application or request made to any government entity, which would affect the Preservation Areas on the Property, shall provide notice and copy of this Declaration of Restrictions to the government entity.
12. **Property Transfers.** Owner, for himself and his successors and assigns, covenants to provide notice of this Declaration of Restrictions on any legal instrument used to convey any interest in the Preservation Areas on the Property, provided that failure to include such notice shall not extinguish or otherwise impair the validity or enforceability of the Restrictions and Covenants established by this Declaration.

WITNESS the following signature the day and year first above written.



Commonwealth of Virginia,  
County of Henrico, to wit:

I, Tracy Bradley Koegler, a notary public for the state and County aforesaid, do certify that  Trustee, whose name was signed on July \_\_, 2025 in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the jurisdiction aforesaid

Given under my hand and notarial seal this 21 day of July, 2025.

Tracy Bradley Koegler  
Notary Public

My commission expires/Notary Reg. No.: 5/31/27 8072056



Exhibit A

Legal description of Property.

All that certain lot or parcel of land, with an improvements thereon and an appurtenances thereunto belonging, lying and being in the Mineral District, Louisa County, Virginia fronting on the easterly side of Ambler Road, State Route 743, containing 1,023.88 acres, more or less, conveyed in gross and not by the acre, being the residue of 1,349-3/4 acres more particularly shown and described on a certain plat of survey by David Richardson, S.L.C., dated February 8, 1837, recorded in the Clerk's Office of Louisa County, Virginia, in Plat Book 1, Page 220. TMS 71-91.

BEING the same real property conveyed to [REDACTED] or his successor in trust, under the [REDACTED] u/a October 7, 2022 by Deed from [REDACTED], dated October 7, 2022, and recorded October 11, 2022 in the Clerk's Office, Circuit Court, Louisa County, Virginia in Deed Book 1868, Page 820.

108726183\_1

## Exhibit B

### Plat of Preservation Areas



