



Myers & Woods
APPRAISAL GROUP, INC.

APPRAISAL REPORT

Willie L. Rigney Life Estate Property

Lewis Ford Road

Brookneal, Virginia 24528

VALUATION DATES

As-Is Market Value: April 27, 2026

Date of Report: July 20, 2026



PREPARED BY

Wesley D. Woods, MAI
Myers & Woods Appraisal Group, Inc.
P.O. Box 363
Lynchburg, VA 24505
File No: JOB-26162

PREPARED FOR

Peter Davies
Davies & Davies Attorneys at Law
4935 Boonsboro Road,
Lynchburg, Virginia 24503



Myers & Woods Appraisal Group, Inc.
P.O. Box 363
Lynchburg, VA 24505
(434) 316-9625

July 20, 2026

Peter Davies

Davies & Davies Attorneys at Law
4935 Boonsboro Road
Lynchburg, Virginia 24503

RE: Appraisal Report
Willie L. Rigney Life Estate Property
Lewis Ford Road, Brookneal, Virginia 24528
Myers & Woods Appraisal Group, Inc. File No: JOB-26162

Mr. Davies:

Please find the attached appraisal report prepared by Myers & Woods Appraisal Group, Inc. which satisfies the agreed upon scope of work with the client.

The subject property consists of 162.483 acres of land located on the western margin of Secondary Route 643 (Lewis Ford Road) in the Gladys area of Campbell County, Virginia. The property contains about 30 acres of open land, 60 acres of 28-year-old planted pines, while the balance of the property is in 9-year-old pine. The property is identified for real estate tax purposes by the Campbell County Commissioner of the Revenue as Tax Map No. 77-A-5C. The property is unimproved. The 162.483 acres is encumbered with a deed of Open-Space Conservation Easement which limits the property so that it may never be divided, or sold separately, except as a whole. The easement conveyed to the Commonwealth of Virginia, Department of Forestry on December 6, 2017, and a copy of the easement is included in the addenda section of the appraisal.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate). The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION				
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	VALUE
As-Is Market Value	Fee Simple Estate	Six Months or Less	April 27, 2026	\$405,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

Only the client may rely on this report.



Myers & Woods Appraisal Group, Inc.
P.O. Box 363
Lynchburg, VA 24505
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If there are any specific questions or concerns regarding the attached appraisal report, or if Myers & Woods Appraisal Group, Inc. can be of additional assistance, please contact the individuals listed below.

Respectfully Submitted,

MYERS & WOODS APPRAISAL GROUP, INC.

A handwritten signature in black ink, appearing to read 'W. Woods', is positioned above the printed name.

Wesley D. Woods, MAI
Owner
Certified General Real Estate Appraiser
Virginia License No. 4001003642
Expiration Date 5/31/2028

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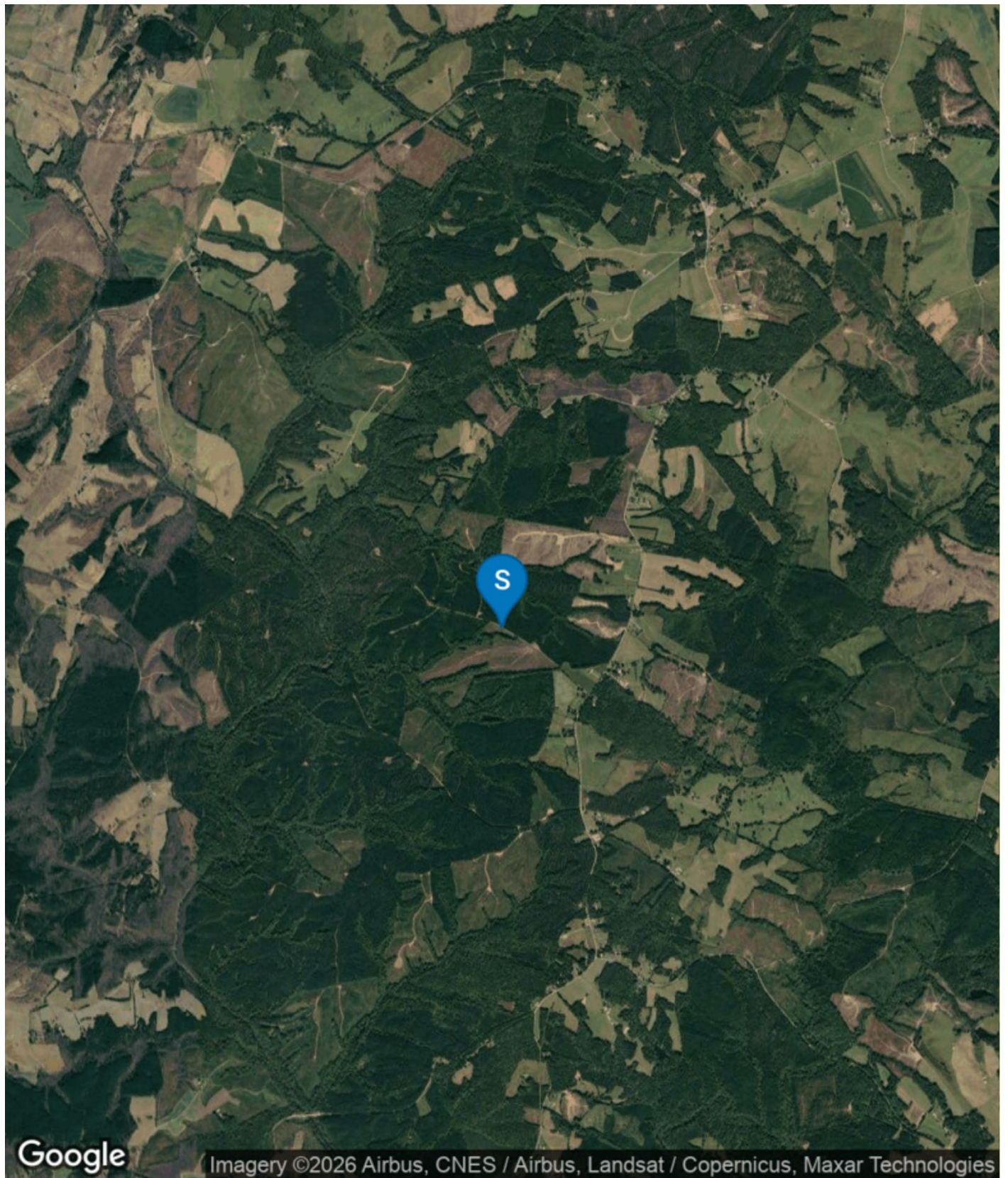
ADDENDA

Qualifications of Appraiser & Appraiser License	30
Subject Tax Card(s)	
Portion of Zoning Ordinance	

EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION	
Name	Willie L. Rigney Life Estate Property
Property	Land
Address	Lewis Ford Road
City, State Zip	Brookneal, Virginia 24528
County	Campbell County
MSA	Lynchburg, VA MSA
Geocode	37.15398,-78.944576
Census Tract	51-031-020900
SITE DESCRIPTION	
Number of Parcels	1
Assessor Parcel Number	77-A-5C
Land Area	Acres
Total	162.48
Zoning	Agricultural (A-1)
Shape	Irregular
Topography	Rolling
Flood Zone	Zone X (Unshaded)
Tenancy	
QUALITATIVE ANALYSIS	
Site Quality	Average
Site Access	Average
Site Exposure	Average
Site Utility	Average
HIGHEST & BEST USE	
Proposed Construction	No
As Vacant	Residential and Recreational
As Improved	N/A
EXPOSURE & MARKETING TIME	
Exposure Time	Six Months or Less
Marketing Time	Six Months or Less
VALUE CONCLUSION	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Estate
Exposure Time	Six Months or Less
Effective Date	April 27, 2026
Cost Approach	Not Presented
Sales Comparison Approach	\$405,000
Income Capitalization Approach	Not Presented
FINAL VALUE CONCLUSION	\$405,000

AERIAL PHOTOGRAPH



AERIAL PHOTOGRAPH

(CONTINUED)



SUBJECT PHOTOGRAPHS



View of Property Interior



View of Property Interior



View of Lewis Ford Road Frontage



View of Property Interior



View of Lewis Ford Road Frontage



View of Lewis Ford Road Frontage

IDENTIFICATION OF ASSIGNMENT

(CONTINUED)



View of Property Interior



View of Property Interior

IDENTIFICATION OF ASSIGNMENT

PROPERTY IDENTIFICATION

The subject property consists of 162.483 acres of land located on the western margin of Secondary Route 643 (Lewis Ford Road) in the Gladys area of Campbell County, Virginia. The property contains about 30 acres of open land, 60 acres of 28-year-old planted pines, while the balance of the property is in 9-year-old pine. The property is identified for real estate tax purposes by the Campbell County Commissioner of the Revenue as Tax Map No. 77-A-5C. The property is unimproved. The 162.483 acres is encumbered with a deed of Open-Space Conservation Easement which limits the property so that it may never be divided, or sold separately, except as a whole. The easement conveyed to the Commonwealth of Virginia, Department of Forestry on December 6, 2017, and a copy of the easement is included in the addenda section of the appraisal.

The assessor parcel number is: 77-A-5C.

CLIENT IDENTIFICATION

The client of this specific assignment is Davies & Davies Attorneys at Law.

INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client with an estate tax filing. The client is the only intended user of this report.

RELIANCE LANGUAGE

Only the client may rely on this report.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate).

PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation.

PROPERTY AND SALES HISTORY

Current Owner

The subject property is currently under the ownership of Willie L. Rigney, Trustee of the Willie L. Rigney Trust Agreement U/A/D November 9, 2017, according to Campbell County records.

Three-Year Sales History

According to county records there has been no transfer of ownership for the subject property in the past three years nor has it been listed for sale in the last 12 months.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. The following information is used to estimate exposure time and marketing time for the subject:

IDENTIFICATION OF ASSIGNMENT

EXPOSURE & MARKETING TIME			
SOURCE	YEAR/QUARTER	MONTHS RANGE	AVERAGE
Land Sales		1.0 to 6.0	3.5
General Trend		1.0 to 4.0	2.5
OVERALL AVERAGE			3.0
Exposure Period Conclusion			Six Months or Less
Marketing Time Conclusion			Six Months or Less

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple estate interest, subject to the terms of the conservation easement.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

VALUE SCENARIOS

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.³

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

² The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

³ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

IDENTIFICATION OF ASSIGNMENT

SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- ▶ The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- ▶ The appraisal analyzes legal and physical features of the subject including site size, flood zone, site zoning, easements, encumbrances, site access and site exposure.
- ▶ The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- ▶ In selecting applicable approaches to value, the appraiser considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate).
- ▶ The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a summarized level of analysis.
- ▶ The author of this report is aware of the Competency Rule of USPAP and meets the standards.

ASSISTANCE PROVIDED

No one provided real property appraisal assistance to the individuals signing this report.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

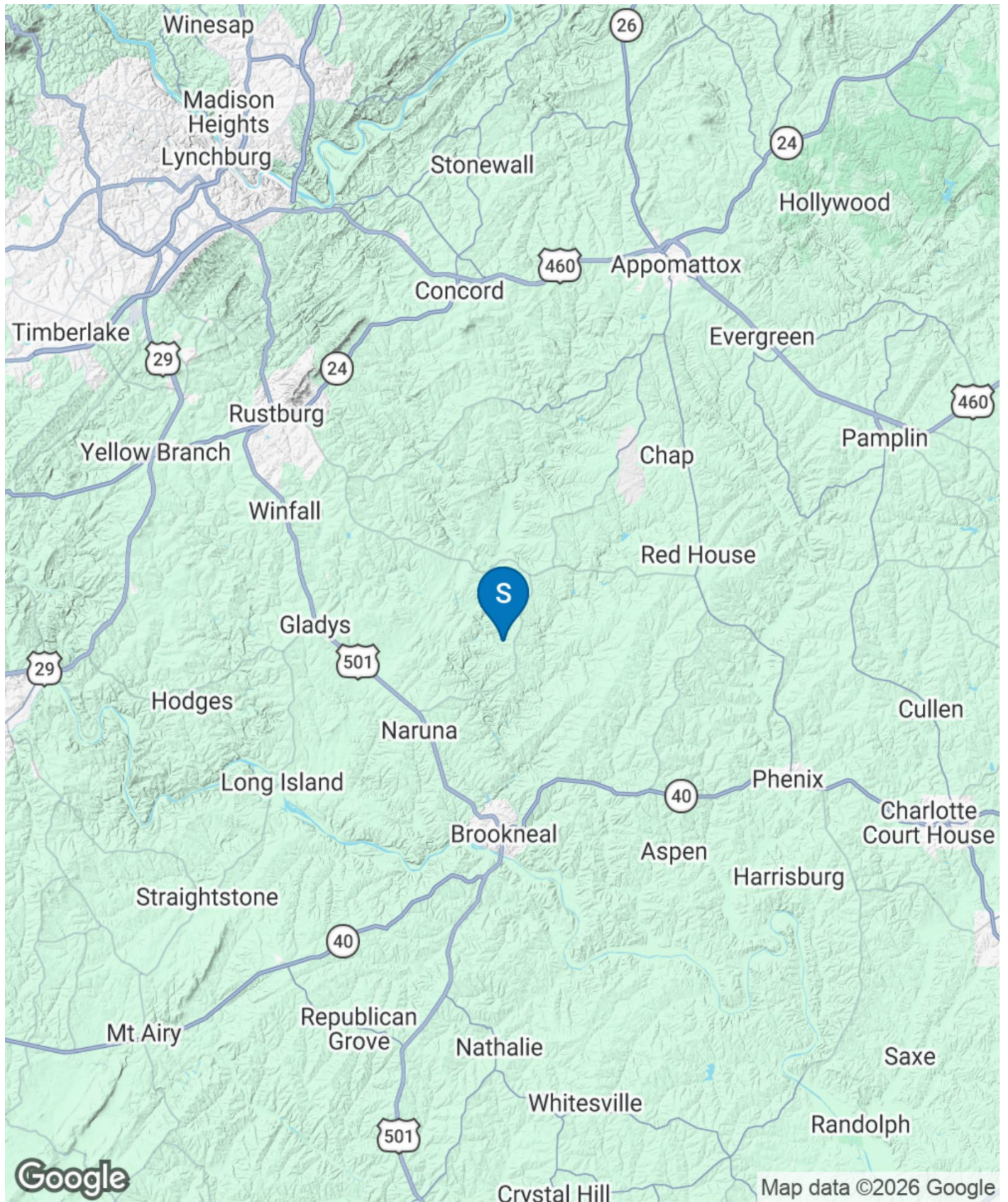
INFORMATION PROVIDED	
Property Assessment & Tax	Campbell County Assessor
Zoning & Land Use Planning	Campbell County Zoning
Site Size	Campbell County Assessor
Supply & Demand	MLS
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS Public Records Confirmed by Local Agents

As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	INSPECTED	EXTENT	DATE	ROLE
Wesley D. Woods, MAI	Yes	Site	July 14, 2026	Primary Appraiser

REGIONAL AREA MAP



LOCAL AREA ANALYSIS

INTRODUCTION

In order to understand the subject's position in the area or region, we have undertaken a brief analysis in order to determine how trends—both historical and projected—in population, employment, personal income, consumer spending, and housing impact supply and demand and influence the subject's area directly and indirectly. This analysis first begins on a broader spectrum, and without respect to the subject itself, and is highlighted in the Regional Area Analysis. Secondly, we undertake a more narrowly focused study of the aforementioned attributes as they relate directly to the subject and the subject's neighborhood. This discussion is presented in the forthcoming Local Area Analysis.

REGIONAL AREA ANALYSIS

Specifically, the subject property is located to the north of Brookneal, Virginia. The location is rural and is made up of scattered single-family homes, farms and acreage parcels of land. The map presented on the previous page illustrates the subject property location relative to the surrounding area.

PROPERTY DESCRIPTION

The subject property consists of 162.483 acres of land located on the western margin of Secondary Route 643 (Lewis Ford Road) in the Gladys area of Campbell County, Virginia. The property contains about 30 acres of open land, 60 acres of 28-year-old planted pines, while the balance of the property is in 9-year-old pine. The property is identified for real estate tax purposes by the Campbell County Commissioner of the Revenue as Tax Map No. 77-A-5C. The property is unimproved. The 162.483 acres is encumbered with a deed of Open-Space Conservation Easement which limits the property so that it may never be divided, or sold separately, except as a whole. The easement conveyed to the Commonwealth of Virginia, Department of Forestry on December 6, 2017, and a copy of the easement is included in the addenda section of the appraisal.

The following summarizes the salient characteristics of the subject property.

Address	Lewis Ford Road, Brookneal, Virginia.
Census Tract	51-031-020900
Number of Parcels	1
Assessor Parcel	77-A-5C
Land Area	Acres
Total Land Area	162.48
Topography	Rolling
Shape	Irregular
Water Features	Pond
Cover	30 Acres Open - Balance Wooded
Access	State-maintained asphalt road
Utilities	Public Electric and Telecom; Private Well and Septic
Accessibility	Access to the subject site is considered average overall.

STREET & TRAFFIC DETAIL

Frontage

Lewis Ford Road	2,400 feet; Ingress/Egress from Lewis Ford Road.
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SITE DESCRIPTION

(CONTINUED)

Flood Plain	Zone X (Unshaded). This is referenced by Panel Number 51031C0300D, dated August 28, 2008. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)
Easements	A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised. It is noted that a conservation easement encumbers the property and will be further discussed in the report.
Soils	No site-specific soil studies were provided to the appraiser. According to a USDA/NRCS Soil Report, the property consists of approximately 20% Prime Farmland soils and approximately 75% Farmland of Statewide Importance soils. For more particulars, a copy of the Soil Map is included in the Addenda section of the report. For the purposes of this appraisal, it is assumed that soil conditions are adequate to support the subject property and any existing or potential improvements.
Hazardous Waste	We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.
Conclusion	The subject property consists of a good mixture of open and woodland and has good road frontage. The property is located in the Gladys area of southern Campbell County, Virginia. This location is within commuting distance to the City of Lynchburg and areas of employment. The property is encumbered with a deed of Open-Space Conservation Easement that limits the property so that it may never be divided or sold except as a whole.

TAXES & ASSESSMENT

CURRENT TAXATION & ASSESSMENT DESCRIPTION

In Virginia, real estate is assessed at 100% of its fair market value. The tax liability for the property is broken-down in the following table. Officially real estate in Virginia is taxed at 100% of its assessed value. The current real estate tax rate for Campbell County is \$0.45 per \$100. The subject's assessed values and property taxes for the current year are summarized in more detail in the following table.

TAX ASSESSMENT						
Tax Map/PRN #	Acreage	Land Value	Improvement Value	Total Value	Rate Per \$100	Tax Liability
77-A-5C	162.480	\$ 74,400	\$ -	\$ 74,400	\$ 0.450	\$ 334.80
Totals	162.480	\$ 74,400	\$ -	\$ 74,400		\$ 334.80

Real estate taxes are calculated by applying the tax rate to the assessed value per \$100. Based on the scope of this assignment, any pending tax liens are not considered in the value conclusion.

ZONING

The subject is located in the Agricultural (A-1) zoning area. The purpose of the Agricultural zoning district is to protect and preserve agricultural lands for the performance of agricultural functions, and to allow other open space and outdoor recreational uses which enhance the enjoyment of the natural environment and do not significantly impact adjacent agricultural production. .

ZONING	
Designation	Agricultural (A-1)
Zoning Authority	Campbell County
Permitted Uses	Single-family dwellings; modular homes; manufactured homes; Forestry; Horticultural nursery sales; Office for farm supply or farm services; Production of livestock and poultry products; Antique shops; Horse stables; Kennels; Veterinary hospital or clinic; General convenience stores
Lot Size Requirements	The minimum lot area shall be one and a half (1.5) acres, except for family single lot divisions for which the minimum lot area of any newly-created lot shall be one (1) acre, provided the residue area maintains the minimum lot area of one and a half (1.5) acres.
Current Use	Agriculture and Recreation
Current Use Legally Permitted	Yes
Conforming Use	The property conforms to the requirements of the Zoning Ordinance. For more particulars, a copy of the relevant portion of the county's Zoning Ordinance is included in the Addenda section of the report.
Zoning Change	Not Likely

Source: Campbell County Planning & Zoning Department

ZONING CONCLUSION

The current use for the subject property is agriculture and recreation and is a permitted use based on the current zoning guidelines. A zoning change for the subject does not appear likely. Based on the foregoing, it appears that the subject’s improvements are a legally conforming use of the subject site.

HIGHEST & BEST USE

INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

Highest and best use analysis uses the following steps for the subject:

- ▶ Highest & Best Use As Vacant
- ▶ Determination of the ideal improvements
- ▶ Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As-Vacant.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's Agricultural (A-1) include but are not limited to single-family dwellings; modular homes; manufactured homes; forestry; horticultural nursery sales; office for farm supply or farm services; production of livestock and poultry products; antique shops; horse stables; kennels; veterinary hospital or clinic; general convenience stores . Zoning change is not likely; therefore, uses outside of those permitted by the A-1 zoning are not considered moving forward in the as-vacant analysis.

The Open-Space Conservation easement limits the property so that it may never be divided or sold separately except as a whole. Also, the easement limits the property so that it may only be improved with one single-family dwelling which shall not exceed 3,000 square feet in above ground footprint. Also, at least 130 acres of the property must remain in forest. There are additional limitations and restrictions placed on the property as a result of the easement and for more particulars the reader's attention is directed to a copy of the easement included in the addenda section of the appraisal.

HIGHEST & BEST USE

(CONTINUED)

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 162.4800-acres, it is irregular in shape and has rolling topography. The site has a number of good building sites and contains 30 acres of open fields, while the balance of the property is wooded.

Financial Feasibility

The financially feasible use of the subject property is for recreational, managed timberland and limited agricultural use.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be recreational and residential, with limited forestry and agricultural use.

MOST PROBABLE BUYER

Based on the type of property, it is our opinion that the most probable buyer for the subject would be a local owner-user.

VALUATION METHODS

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

LAND SALES COMPARISON APPROACH

The site value is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of estimate of vacant land value is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

In this case the Land Sales Comparison Approach is the only applicable approach to value and was included in this report.

COST APPROACH

The cost approach considers the cost to replace the proposed improvements, less accrued depreciation, plus the market value of the land. The cost approach is based on the understanding that market participants relate value to cost. The value of the property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structure from all causes. Profit for coordination by the entrepreneur is included in the value indication.

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

INCOME CAPITALIZATION APPROACH

The income capitalization approach ("income approach") simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income developed in our analysis is the balance of potential income remaining after vacancy and collection loss, and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value or discounted by an appropriate yield rate over a typical projection period in a discounted cash flow analysis. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing appropriate capitalization rates and discount rates. The appropriate rates are ones that will provide both a return on the investment and a return of the investment over the life of the particular property.

The Income Approach is not a scope requirement for this assignment. The subject property type is not typically analyzed on an income basis by buyers and sellers, reducing the applicability of this valuation technique. Therefore, the Income Approach is not developed.

CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate)

SITE VALUATION

INTRODUCTION

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by a number of factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison for competing land is \$/Acres. All of the comparable sales presented in this section were reported on this basis.

ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights** - All of the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work. It is noted sale 1, 4, 5 and 6 are also encumbered with conservation easements with similar restrictions.
2. **Financing** - The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions** - None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale** - Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). No adjustments are warranted based on review of the land sales.
5. **Market Conditions (Time)** - Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, a market conditions adjustment of 5% is applied on a/an Annual basis reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

QUALITATIVE COMPARISONS

Qualitative comparisons are made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Rather than applying numerical adjustments, each comparable sale is evaluated relative to the subject property and rated as similar (Sim.), superior (Sup.), or inferior (Inf.) for each characteristic. These relational ratings help illustrate how the subject compares with the sales. This method supports a logical framework for forming an opinion of value through the Land Sales Comparison Approach. The emphasis is on the appraiser's judgment and experience in interpreting market behavior rather than on specific quantified adjustments.

COMPARABLE SELECTION

A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis.

SITE VALUATION

(CONTINUED)

PRESENTATION

The following Land Sales Comparison Table, location map and exhibits summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
GRANTOR:	Rigney	CMF Farms, LLC	Bell	Owen	Sterling Inv.	Teter	Edmunds
GRANTEE:		Lippitt	Davis	Barksdale	Berry	Allen	Vercellotti
LOCATION:	Campbell	Campbell	Campbell	Campbell	Prince Edward	Halifax	Halifax
SALE LOCATION:	Gladys	Gladys	Gladys	Gladys	Meherrin	Halifax	Halifax
SALE DATE:		5/4/2022	6/30/2025	2/5/2024	10/17/2023	6/27/2025	6/20/2024
AREA (Acres):	162.480	163.410	105.230	130.600	174.260	174.170	185.740
ZONING:	Agricultural	A-1	Agricultural	Agricultural	A-2	A-1	A-1
HIGH. & BEST USE:	CE - No Div.	CE - No Div.	Agri./Res.	Agri./Res.	CE - No Div.	CE - No Div.	CE - No Div.
							\$532,000
SALE PRICE:		\$380,000	\$300,000	\$430,000	\$258,100	\$450,000	\$450,000
							*not inc. imp
UNIT PRICE:		\$2,325	\$2,851	\$3,292	\$1,481	\$2,584	\$2,423
Property Rights:		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE:		\$2,325	\$2,851	\$3,292	\$1,481	\$2,584	\$2,423
Financing Terms:		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE:		\$2,325	\$2,851	\$3,292	\$1,481	\$2,584	\$2,423
Sales Conditions:		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE:		\$2,325	\$2,851	\$3,292	\$1,481	\$2,584	\$2,423
Post Sale Expend.:		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE:		\$2,325	\$2,851	\$3,292	\$1,481	\$2,584	\$2,423
Market Conditions:		20%	0%	5%	10%	0%	5%
ADJUSTED UNIT:		\$2,791	\$2,851	\$3,457	\$1,629	\$2,584	\$2,544
DEGREE OF COMPARABILITY:							
Location:	Gladys	Gladys - Sup.	Gladys - Sim.	Gladys - Sim.	Meherrin - Sim.	Halifax - Sim.	Halifax - Sim.
Coverage:	30 Acre Open	Mix - Sim.	Mostly Wooded - Sim.	Mix - Sup.	Cutover - Inf.	Mix - Sim.	Mix - Sup.
Water Features:	Pond, Creek	Ponds - Sim.	Creek	Ponds - Sim.	Creek	Creek	Creek, Pond
Access:	Good	State - Sim.	State - Sim.	State - Sim.	State - Sim.	State - Sim.	State - Sim.
View:	Average	Average	Similar	Similar	Similar	Similar	Similar
Topography:	Rolling	Rolling	Rolling	Rolling	Rolling	Rolling	Rolling
Size:	162.480	Similar	Similar	Similar	Similar	Similar	Similar
CONCLUSIONS:		Less than \$2,791	Less than \$2,851	Less than \$3,457	More than \$1,629	Similar to \$2,584	Less than \$2,544
ADOPTED UNIT:					\$ 2,500		
Median	\$ 2,687						
Average	\$ 2,643						

SITE VALUATION

(CONTINUED)

LAND SALE EXHIBITS

Conservation Easement - Pigeon Run Road

Comparable No. 1

Sale Information

Buyer	James Franklin Lippitt	
Seller	CMF Farms, LLC	
Sale Date	05/13/2022	
Transaction Status	Recorded	
Sale Price	\$380,000	\$2,325 /AC
Analysis Price	\$380,000	\$2,325 /AC
Estimated Land Value	\$380,000	\$2,325 /AC
Recording Number	220003259	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	
Marketing time	296 days	

Property

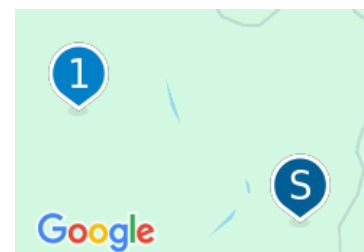
Land Area	163.4100 Acres (7,118,140 SF)
Number of Parcels	1
Zone Abbreviation	A-1
Shape	Irregular
Topography	Rolling
Water Features	Roanoke River and two ponds
Access	State-maintained road
Cover	Mostly open land
Utilities	Electric: Yes, Water: No - Water source is needed., Sewer: No - Private septic system is needed.
Easements	Conservation Easement and Nutrient Bank Easement
Frontage	1,825' Pigeon Run Road
Flood Zone	Zone A



Pigeon Run Road
Gladys,
VA 24554

County
Campbell

APN
60-A-34B



Confirmation

Campbell County Public Records, Lynchburg MLS #332664

Remarks

The sale property is located on the north side of Secondary Route 652 (Pigeon Run Road) in the Gladys area of Campbell County, Virginia. The site is a mostly open, rolling land. The northern property boundary is formed by the Roanoke River. The property has two ponds, one is 0.5 acre and the other pond is approximately 0.06 acre. The sale property has two older barns and fencing. The improvements on the property offer no contributing value to the overall sale. The sale property is encumbered with a conservation easement which encumbers the entire 163.41 acres. The easement is held by the Virginia Outdoors Foundation and recorded on December 27, 2016, with Instrument No. 160006434. The conservation easement limits the property so that it may never be divided or sold separately except as a whole. The easement also limits the property so that it may never be improved with more than two (2) dwelling units which shall not exceed an aggregate of 6,500 square feet of above-ground enclosed living area. The dwellings individually shall not exceed 4,500 square feet of above-ground enclosed living area. There are other limitations and restrictions which were placed on the property as a result of the conservation easement. On July 11, 2017, a Nutrient Bank easement was placed on a portion of the property held by CBAY-VA, LLC with Instrument No. 170003440. The Nutrient Bank easement limits a portion of the property. The property transferred from CMF Farms, LLC to James Franklin Lippitt with a consideration of \$380,000 on 5/13/2022. There have been no conveyances of this property within the preceding three (3) years.

SITE VALUATION

(CONTINUED)

Covered Bridge Road Land

Comparable No. 2

Sale Information

Buyer	Frank L. Jr. & Jacob L. Davis	
Seller	Richard W. & Evelyn C. Bell	
Sale Date	06/30/2025	
Transaction Status	Recorded	
Sale Price	\$300,000	\$2,851 /AC
Analysis Price	\$300,000	\$2,851 /AC
Estimated Land Value	\$300,000	\$2,851 /AC
Recording Number	S250003325	
Rights Transferred	Fee Simple	
Financing	Typical	
Conditions of Sale	Arm's Length	
Marketing time	739 days	

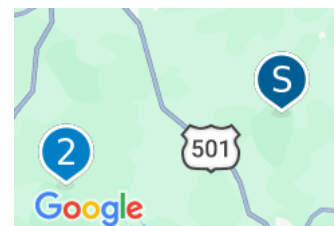
Property

Land Area	105.2300 Acres (4,583,819 SF)
Number of Parcels	1
Zone Abbreviation	A-1
Shape	Irregular
Topography	Rolling
Water Features	Creek
Access	State-maintained asphalt road
Cover	Mostly Wooded, 6+/- acres open
Utilities	Electric available, needs water and septic
Frontage	900' Covered Bridge Road



Covered Bridge Road
Gladys,
VA 24554

County
Campbell



APN
0860-03000-004-0

Confirmation

Campbell County Public Records, Lynchburg MLS #356052

Remarks

This property consists of 105.23+/- acres of mostly wooded land located in the Gladys area of Campbell County, Virginia. The property is located along the north side of Secondary Route 705 (Covered Bridge Road). There are approximately 6 acres of open hay fields at the front of the property. The remainder of the land consists of 12 acres of 13 year old pines, 52 acres of 9-year-old pines, and a balance of hardwoods. Swan Creek runs through the property. At the time of sale, the property was unimproved. The property transferred from Richard W. & Evelyn C. Bell to Frank L. Jr. & Jacob L. Davis with a consideration of \$300,000 on 6/30/2025. There have been no conveyances of this property within the preceding three (3) years.

SITE VALUATION

(CONTINUED)

221 Whipping Creek Road

Comparable No. 3

Sale Information

Buyer	Allison Brooke Barksdale	
Seller	James Gregory Sr. & Casey Owen	
Sale Date	02/05/2024	
Transaction Status	Recorded	
Sale Price	\$430,000	\$3,293 /AC
Analysis Price	\$430,000	\$3,293 /AC
Estimated Land Value	\$430,000	\$3,293 /AC
Recording Number	240000480	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's Length	
Marketing time	165 days	

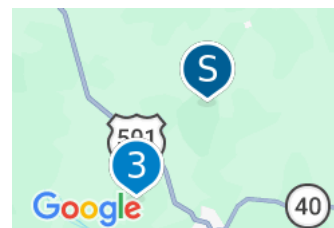
Property

Land Area	130.6000 Acres (5,688,936 SF)
Number of Parcels	2
Zone Abbreviation	A-1
Shape	Irregular
Topography	Rolling
Water Features	Small Pond, Creeks
Access	State-maintained asphalt road
Cover	20% Open, 80% Wooded
Utilities	Electric, needs water and septic
Frontage	3,040' Whipping Creek Road



221 Whipping Creek Road
Gladys,
VA 24554

County
Campbell



APN
1010-0A000-043-C, 1010-
0A000-043-B

Confirmation

Campbell County Public Records/Lynchburg MLS #343936

Remarks

This property consists of Approximately 130.6 rolling acres of about 25 acres of open land, with the balance of the property being wooded. The property is located along the east side of Rt. 605 (Whipping Creek Road) in the Gladys area of Campbell County, Virginia. There are multiple suitable homesites on the property. Additionally, the property features a small, stocked pond and there are multiple hunting stands and hunting sites. The property is improved with an older barn and shed but they offer no contributing value. The property transferred from James Gregory Sr. & Casey Owen to Allison Brooke Barksdale with a consideration of \$430,000 on 2/5/2024. There have been no conveyances of this property within the preceding three (3) years.

SITE VALUATION

(CONTINUED)

Conservation Easement – Mount Pleasant Road

Comparable No. 4

Sale Information

Buyer	Thomas L. Berry Jr & Lydia R & John	
Seller	Sterling Investments, LLC	
Sale Date	10/17/2023	
Transaction Status	Recorded	
Sale Price	\$258,100	\$1,481 /AC
Analysis Price	\$258,100	\$1,481 /AC
Estimated Land Value	\$258,100	\$1,481 /AC
Recording Number	DB 2023/1556	
Rights Transferred	Fee Simple	
Financing	Typical	
Conditions of Sale	Arms-Length	
Marketing time	4 days	

Property

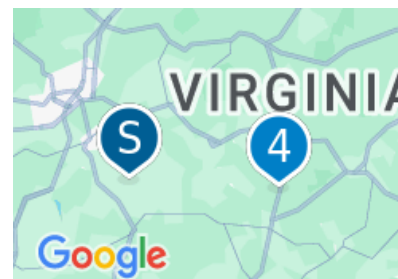
Land Area	174.2600 Acres (7,590,766 SF)
Number of Parcels	1
Zone Abbreviation	A-2
Shape	Irregular
Topography	Rolling
Water Features	Creek
Access	State-maintained asphalt road
Cover	Cutover
Utilities	Electric: Yes, Water: No, Sewer: No
Frontage	1,575' Mount Pleasant Road



Mount Pleasant Road
Meherrin,
VA 23954

County
Prince Edward

APN
103-10-1, 103-10-7, 103-
10-13, 103-10-12, 103-10-
11, 103-10-10, 103-10-9,
103-10-7



Confirmation

Brian Atkins (Listing Agent), Prince Edward County Public Records, Navica
MLS #L51876C

Remarks

This property is located along the south side of Secondary Route 633 (Mount Pleasant Road). This property is located in the Meherrin area of Prince Edward County, Virginia and consists of 174+ acres of land. The property consists primarily of open land with some wooded areas. There is a conservation easement encumbering the property which is held by Evergreen Team. The easement limits the property so that it may never be divided or sold separately, except as a whole. The easement additionally places restrictions on improvements allowed on the property. Two dwellings and two guest houses are allowed to be constructed on the property. It is noted that there are additional restrictions and limitations that are placed on the property as a result of the conservation easement. At the time of sale, the property was unimproved. The property transferred from Sterling Investments, LLC. to Thomas L. Berry Jr & Lydia R & John with a consideration of \$258,100 on 10/17/2023. There have been no conveyances of this property within the last three (3) years.

Conservation Easement - Oak Level Road

Comparable No. 5

Sale Information

Buyer	Jesse R. or Jessica M. Allen	
Seller	James J. Teter	
Sale Date	06/27/2025	
Transaction Status	Recorded	
Sale Price	\$450,000	\$2,584 /AC
Analysis Price	\$450,000	\$2,584 /AC
Estimated Land Value	\$450,000	\$2,584 /AC
Recording Number	DB250002461	
Rights Transferred	Fee Simple	
Financing	Typical	
Conditions of Sale	Arm's Length	

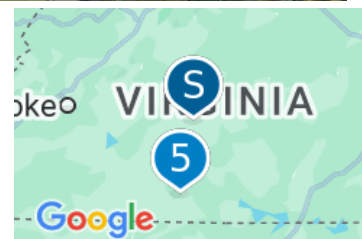
Property

Land Area	174.1700 Acres (7,586,845 SF)
Number of Parcels	1
Zone Abbreviation	A-1
Shape	Irregular
Topography	Rolling
Water Features	Streams
Access	State-maintained asphalt road
Cover	Cutover/Wooded
Utilities	Electric available, needs water and sewerage
Frontage	3,125' Oak Level Road



Oak Level Road
Terrys Corner,
VA 24558

County
Halifax



APN
9766

Confirmation

Halifax County Public Records, Seller, Appraisal

Remarks

This property consists of 174.17 acres of unimproved timberland located on the eastern margins of Secondary Route 683 (Oak Level Road) and Secondary Route 659 (River Road) in Halifax County, Virginia. The property consists of a mixture of planted pines, hardwood timber and cutover land. The property is identified for real estate tax purposes by the Halifax County Commissioner of Revenue as PRN 9766. Miry Creek forms portions of the eastern property boundary. The property is encumbered with an open-space conservation easement which is held by the Virginia Outdoors Foundation. The easement conveyed on October 31, 2023. The easement encumbers the entire 174.17 acres and limits the property so that it may never be divided, or sold separately, except as a whole. Also, the easement limits the property so that it may never be improved with more than one (1) single-family dwelling. No individual structure shall exceed 10,000 square feet of footprint area without prior approval by the Grantee. Further, the property is limited to a maximum of 25,000 square feet of impervious surface area. It is noted that there are other restrictions and limitations placed on the property as a result of the open-space conservation easement. The property transferred from James J. Teter to Jesse R. or Jessica M. Allen with a consideration of \$450,000 on 6/27/2025. There have been no conveyances of this property within the preceding three (3) years.

SITE VALUATION

(CONTINUED)

Conservation Easement - Mountain Road

Comparable No. 6

Sale Information

Buyer	Douglas W. or Debra S. Vercellotti	
Seller	James E. Edmunds III	
Sale Date	06/20/2024	
Transaction Status	Recorded	
Sale Price	\$532,000	\$2,423 /AC
Analysis Price	\$450,000	\$2,423 /AC
Estimated Land Value	\$450,000	\$2,423 /AC
Recording Number	D240001824	
Rights Transferred	Fee Simple	
Financing	Typical	
Conditions of Sale	Arm's Length	

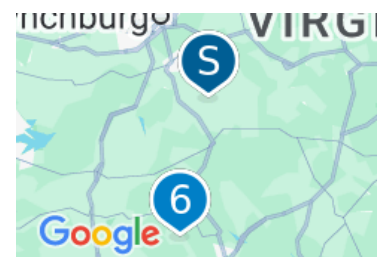
Property

Land Area	185.7400 Acres (8,090,834 SF)
Number of Parcels	1
Zone Abbreviation	A-1
Shape	Irregular
Topography	Rolling
Water Features	Creek
Access	State-maintained asphalt road
Cover	75 acres open, balance in hardwood timber
Utilities	Electric, Telecom, private water and septic
Frontage	780' Mountain Road



Mountain Rd
Mountain Road,
VA 24558

County
Halifax



APN
9582

Confirmation

Halifax County Public Records, Appraisal, Seller

Remarks

This property consists of 184.78 acres located on the south side of State Route 360 (Mountain Road) in Halifax County, Virginia. The property is commonly known as 7155 Mountain Road, Halifax, Virginia 24558. The property is composed of about 75 acres of open crop fields while the balance of the property is in hardwood timber. Miry Creek flows through the property for about 1,115 feet and Halifax County identifies the property as PRNs 9582 (part of), 16006 and 16008. Located on the property at 7149, 7155 and 7159 Mountain Road, Halifax, Virginia 24558 are three single-family dwellings. The dwellings are all considered to be in fair condition and offer minimal contributing value to the property. Also, there are a number of older miscellaneous farm buildings located on the subject site. These farm buildings also offer minimal contributing value to the property. The property is encumbered with an open-space conservation easement which is held by the Virginia Outdoors Foundation. The easement conveyed on November 14, 2023, with instrument 230003146. The easement encumbers the entire 184.78 acres and limits the property so that it may never be divided, or sold separately, except as a whole. Also, the easement limits the property so that it may never be improved with more than two (2) dwellings and no structure on the property shall exceed 10,000 square feet in ground area without prior approval. Further, the property is limited to a maximum of 30,000 square feet of impervious surface area. It is noted that there are other restrictions and limitations placed on the property as a result of the conservation easement. The improvements on the property are estimated to contribute approximately \$82,000 of value to the sale based on inspection, appraisal, and assessment data. The property transferred from James E. Edmunds III to Douglas W. or Debra S. Vercellotti with a consideration of \$532,000 on 6/20/2024. There have been no conveyances of this property within the preceding three (3) years.

LAND SALES ADJUSTMENT DISCUSSION

The comparable land sales indicate an overall unadjusted value range from \$1,481/Acre to /Acre, and average adjusted price of \$2,493/Acre. After adjustments, the comparables indicate a range for the subject site less than \$2,544 per acre and more than \$1,629 per acre, but similar to \$2,584 per acre, with an average adjusted price of \$2,643/Acre. Based on the subject's overall locational and physical features, a unit value conclusion of \$2,500/Acre is supported.

RECONCILIATION OF VALUE CONCLUSIONS

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate).

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

As previously discussed, the **Cost Approach** was not presented in this analysis. This approach has no application due to the fact that there are no improvements on the subject site. The exclusion of the Cost Approach does not diminish the credibility of the value conclusion.

The price per acre method has been presented within the **Sales Comparison Approach**. This approach reflects the principle of substitution, which holds that a prudent buyer will not pay more for a property than the cost of acquiring a comparable substitute with similar utility. Vacant land is typically bought and sold based on direct comparison with similar properties in the marketplace, making the Sales Comparison Approach the most applicable and reliable method for valuing the subject property. Accordingly, this approach is attributed single emphasis.

The **Income Approach** to value is not utilized herein given that there is not any income in place at the site.

After considering all factors relevant to the valuation of the subject property, single emphasis is attributed to the Sales Comparison only in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Estate
Date	April 27, 2026
LAND VALUE	
LAND CONCLUSION	\$405,000
\$/AC Total Land Area	\$2,493
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	\$405,000
\$/AC Total Land Area	\$2,493

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ▶ The statements of fact contained in this report are true and correct.
- ▶ The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ Wesley D. Woods, MAI has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ▶ The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- ▶ Wesley D. Woods, MAI inspected the property that is the subject of this report.
- ▶ No one provided significant real property appraisal assistance to the appraisers signing the certification.
- ▶ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ▶ As of the date of this report, Wesley D. Woods, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Wesley D. Woods, MAI
Certified General Real Estate Appraiser
Virginia License No. 4001003642
Expiration Date 5/31/2028

ASSUMPTIONS & LIMITING CONDITIONS

- ▶ Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- ▶ This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- ▶ This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- ▶ The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- ▶ The statements of value and all conclusions shall apply as of the dates shown herein.
- ▶ There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- ▶ Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the company with which the appraiser is connected.
- ▶ This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the author no portion of the report stands alone.
- ▶ We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- ▶ The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- ▶ The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- ▶ The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- ▶ The liability of Myers & Woods Appraisal Group, Inc., its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- ▶ The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Myers & Woods Appraisal Group, Inc. and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- ▶ The appraiser assumes no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). Myers & Woods Appraisal Group, Inc., its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance.
- ▶ This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- ▶ Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

ADDENDA

QUALIFICATIONS OF APPRAISER & APPRAISER LICENSE

**WESLEY D. WOODS, MAI
MYERS & WOODS APPRAISAL GROUP, INC.
P.O. BOX 363
LYNCHBURG, VIRGINIA 24505
TELEPHONE - (434) 316-9625**

PROFESSIONAL EXPERIENCE

From January 2003 to present – Owner & President, Myers & Woods Appraisal Group, Inc. Provide real estate appraisals for all types of properties. Also provide consultation services related to real estate investment.

From January 1996 to December 2002 - Partner, Myers & Woods Appraisal Group, Inc. Provide real estate appraisals for all types of properties. Also provide consultation services related to real estate investment.

From September 1995 to December 1995 - Employed by Blue Ridge Appraisal Company, LLC in Staunton, VA. Worked as a staff appraiser, performing residential appraisals for both banks and individuals.

From May 1994 to August 1995 - Employed by Blue Ridge Appraisal Company. Worked as a real estate tax assessor in the City of Covington, VA, Amherst County, and King George County, Virginia.

From May 1993 to August 1993 - Employed by Blue Ridge Appraisal Company as a part time employee during the summer. Worked as a real estate tax assessor in Highland County, VA.

From May 1992 to August 1992 - Employed by Blue Ridge Appraisal Company as a part time employee during the summer. Worked as real estate tax assessor in Albemarle County, VA.

EDUCATIONAL ATTAINMENTS

General:

Graduate of Robert E. Lee High School, Staunton, Virginia, 1990.

Graduate of Bridgewater College, Bridgewater, Virginia, 1994. B.S. Degree in Business Administration.

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

Certified General Real Estate Appraiser for State of Virginia, No. 4001 003642

Certified General Real Estate Appraiser for State of West Virginia, No. CG342.

Appraisal Institute, MAI Designation, June 2016.

Member National Association of Realtors, Virginia Association of Realtors and Rockbridge Highlands Board of Realtors.

Valley Conservation Council, Board of Directors 2006 – 2007.

Treasurer of the Nelson-Amherst Beef Producers Association, 2004-2005.

Stewardship Committee, Randolph Memorial Baptist Church. 2005 – 2007.

Recreation Committee. Randolph Memorial Baptist Church. 2006 – 2012.

Organizing Director and Board Member, Cornerstone Bank, N.A., Lexington, Virginia. 2009 - Present

Appraisal Institute, MAI Designation, June 2016.

Amherst County Service Authority Board of Directors. 2021 - Present

BUSINESS RELATED ACTIVITIES

Owned, Managed, Bought and Sold Multi-Family Rental units in Central Virginia.

Involved in the Development of Residential Properties in Central Virginia.

Bought and Sold Multiple Farms in Virginia.

Has Spoken as an Expert on the Valuation of Conservation Easements for The Piedmont Environmental Council, The Rappahannock Co. Conservation Alliance, Valley Conservation Council, Environment Virginia and the Association for the Preservation of Virginia Antiquities.

Has placed 4 farms under conservation easement.

Has Performed Several Aviation Easement Studies for Various Airports and Municipalities in the Commonwealth of Virginia.

Specialized in Conservation Easement Appraisals Throughout Virginia. To date I have performed over 1,200 conservation easement appraisals.

SPECIAL – COURSES & EDUCATION:

- Appraisal Institute (AI), "Appraisal Principles, Course "110". 03/1995.
- AI, "Appraisal Procedures, Course 120". Successfully completed in 07/1995.
- AI, "Standards of Professional Practice, Part A, Course 410". 10/1995.
- AI, "Standards of Professional Practice, Part B, Course 420". 10/1995
- AI, "Basic Income Capitalization, Course 310". 04/1997
- AI, "General Applications, Course 320". 08/1997
- AI, "Standards of Professional Practice, Part C, Course 430". 04/1998
- AI, "Advanced Income Capitalization, Course 510". 01/1999
- AI, "Highest and Best Use, Course 520". 02/2004

- AI, "Advanced Sales Comparison, Course 530". 02/2005
- AI, "Report Writing, Course 540". 05/2005
- AI, "General Applications, Course 550". 06/2005
- AI, "Uniform Appraisal Standards for Federal Land Acquisitions". 12/2006, and 06/2009
- McKissock, "Land and Site Valuation". 09/2010
- The Real Estate Academy, Inc., "Environmental Issues in Appraisal Practice". 11/2010
- AI, "Business Practices and Ethics". 06/2011
- Ted Whitmer Seminars, "Attacking & Defending an Appraisal in Litigation". 07/2011
- Virginia Forest Landowner Education Program, "Real Forestry for Real Estate Parts I & II". 08/2011
- AI, "7-Hour USPAP Update". 03/2012
- AI, "General Demonstration Report Writing". 02/2013
- American Society of Farm Managers and Rural Appraisers (ASFMRA), "Appraisal Review Under Uniform Appraisal Standards for Federal Land Acquisition". 05/2013
- ASFRMA, "Advanced Appraisal Review Case Studies". 05/2013
- AI, "Spotlight on USPAP: Extraordinary Assumptions and Hypothetical Conditions". 05/2014
- Piedmont Environmental Council, "Conservation Easement Donation Workshop". 06/2015
- AI, "7-Hour National USPAP Update Course". 02/2016
- AI, "Drone Technology and Its Impact on the Appraisal Industry". 09/2016
- AI, "Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications". 06/2017
- AI, "7-Hour National USPAP Update Course". 12/2017
- AI, "Introduction to the Capstone Program & Introduction to FMA". 01/2018
- AI, "Feedback on FMA". 01/2018
- AI, "General Demonstration Report-Capstone Program". 02/2018
- AI, "Supervisory Appraiser/Trainee Appraiser Course". 06/2018
- AI, "Appraising Automobile Dealerships". 10/2018
- AI, "Attack and Defending an Appraisal in Litigation". 3/2019
- AI, "7-Hour National USPAP Update Course". 01/2020
- AI, "Measure It Right! - Using the ANSI-Z765-2013 Standard for Residential Properties". 12/2020
- AI, "Valuation Resources for Solar Photovoltaic Systems". 12/2020
- AI, "Subdivision Valuation". 12/2021.
- AI, "Fundamentals of Apartment Appraising". 12/2021
- AI, "2022-2023 7-Hour National USPAP Update Course". 03/2022
- AI, "Supervisory Appraiser/Trainee Appraiser Course". 07/2022
- AI, "Inconsistency: It's Hiding in Plain Sight in Your (commercial) Appraisal". 06/2022.

- AI, "Getting it Right from the Start: A Workout Plan for Your Scope of Work". 06/2022
- AI, "Spotlight on Common Errors and Issues". 12/2023
- AI, "Appraising in Floodplains and Wetlands". 04/2023
- AI, "Avoiding Bias: Building a Bias Defense". 04/2023
- AI "Leadership and Advisory Council 2023". 05/2023
- AI, "Business Practices and Ethics". 09/2023
- AI, "Bank Valuation Professionals View of the Current Real Estate Environment". 01/2024
- AI, "2024-2025 7-Hour National USPAP Update Course". 03/2024
- AI, "Leadership and Advisory Council 2024". 05/2024
- AI, "Appraiser's Guide to Expert Witnessing". 09/2024

CONSERVATION EASEMENT LECTURES AND EDUCATION

- Guest Speaker: Potomac Conservancy, Winchester, Virginia, 2003
- Guest Speaker: P.E.C. Conservation Easement Seminar, Berryville, Virginia, 2004
- Guest Speaker: P.E.C. Easement Appraisal Seminar, Charlottesville, Virginia, 2005
- Speaker: Conservation Partners 2006 Appraiser's Roundtable, Crozet, Virginia
- Presenter: Lorman – Law of Easements, Roanoke, Virginia, 2006
- Speaker: Rappahannock County Conservation Alliance, Washington, Virginia, Fall, 2005, Spring 2006; Fall, 2006; Spring, 2007; Fall 2007; Fall 2008
- Attendee: P.E.C. Maintaining the Quality and Integrity of Conservation Easements, 2004
- Attendee: Conservation Partners 2004, 2005, 2006, 2007, 2008 Appraiser's Roundtable
- Attendee: "Valuation of Conservations Easements" Appraisal Institute, LTA and ASFMRA, 1st Class Held, Successfully Completed, Fall 2007, Denver, CO.
- Speaker: Virginia Preservation Conference, Lynchburg, Virginia, 2005
- Speaker: Western Virginia Council Trust, Blacksburg, VA, Summer 2008
- Speaker: Conservation Easement Seminar, Fredericksburg, VA, Fall 2008
- Attendee: "Advanced Conservation Easement Appraisal Issues" ASFRMA, Denver, CO., Fall, 2008
- Presenter: Multiple Meetings and Seminars

QUALIFIED AS AN EXPERT WITNESS IN THE FOLLOWING LOCALITIES:

Albemarle County, VA
 Amherst County, VA
 Augusta County, VA
 Grayson County, VA
 Nelson County, VA
 Stafford County, VA

Frederick County, VA
 Pittsylvania County, VA
 City of Lynchburg, VA
 United States District Court, Northern District of WW
 United States District Court, Western District of Virginia

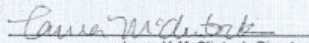
PARTIAL CLIENT LIST

Bank of the James
 First National Bank of Altavista
 Truist Bank
 Roanoke Regional Airport
 Shenandoah Valley Regional Airport
 Tappahannock-Essex County Regional Airport
 Winchester Regional Airport
 Delta Airport Consultants
 W. D. Shock Company
 WestRock (formerly MeadWestvaco)
 The Conservation Fund
 George Washington's Fredericksburg Foundation
 Shenandoah Valley Battlefields Foundation
 The Nature Conservancy (TNC)
 NRCS/USDA
 United States Park Service
 Piedmont Environmental Council
 American Battlefield Trust
 Alleghany County
 Amherst County
 Amherst County Service Authority
 City of Covington
 Nelson County
 City of Winchester
 Frederick County
 Frederick County Sanitation Authority
 Frederick County School Board
 Internal Revenue Service
 Virginia Department of Taxation
 Virginia Department of Conservation and Recreation/Div. of Natural Heritage
 Virginia Department of Forestry
 Virginia Department of Historic Resources
 Virginia Department of Game and Inland Fisheries

Numerous miscellaneous lending institutions, individuals, estates, attorneys, etc

ADDENDA

(CONTINUED)

COMMONWEALTH of VIRGINIA		
Department of Professional and Occupational Regulation		
9960 Mayland Drive, Suite 400, Richmond, VA 23233		
Telephone: (804) 367-8500		
EXPIRES ON 05-31-2028		NUMBER 4001003642
REAL ESTATE APPRAISER BOARD		
CERTIFIED GENERAL REAL ESTATE APPRAISER		
	WESLEY DOUGLAS WOODS 304 HUNT CLUB DR MADISON HEIGHTS, VA 24572	
Status can be verified at http://www.dpor.virginia.gov		 Laura V. McClintock, Director

ADDENDA

(CONTINUED)

DEED OF GIFT OF EASEMENT

170006127

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

Prepared by:

Peter Holstead Davies, VSB No. 82031
Jonathan E. Davies, VSB No. 18710
DAVIES & DAVIES
725 Church Street, 11th Floor
Lynchburg, VA 24504
434-528-5500

After recording return to:

Virginia Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903
Attn.: Mike Santucci

Insurer: Old Republic National Title Insurance Company

PARCEL ID NO. 77-A-5C

Consideration: \$0.00

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

THIS DEED OF GIFT OF EASEMENT is made and entered into this 22nd day of November, 2017 (the "Effective Date"), by and between ,WILLIE L. RIGNEY, TRUSTEE OF THE WILLIE L. RIGNEY TRUST AGREEMENT U/A/D NOVEMBER 9, 2017, whose address is 2789 Lewis Ford Road, Brookneal, Virginia 24528 ("Grantor"); and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF FORESTRY, whose address is 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903 ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns).

WITNESSETH:

R1. WHEREAS, Grantor is the owner in fee simple of real property situated on State Route (SR) 643 (Lewis Ford Road) in Campbell County, Virginia, containing approximately 162.483 acres as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth (the "Easement");

R2. WHEREAS, the specific conservation values of the Property (“Conservation Values”) include the following:

A. *FOREST*: Approximately 134 acres of the Property are covered in stands of working forests. According to the Natural Resources Conservation Service of the United States Department of Agriculture (“NRCS”) Web Soil Survey, approximately ninety-nine percent (99%) of the soils on the Property are considered highly or very highly productive, exhibiting good to excellent site indices for loblolly pine. According to the Virginia Department of Forestry’s (VDOF) *Forest Conservation Priority Map* as of the Effective Date, seventy-nine percent (79%) of the forestland on the Property has been classified as having a high level of forest conservation value;

B. *WATERSHED PROTECTION*: The Property contains frontage on approximately 5593 feet of two unnamed streams, both of which are tributaries of Falling River and are protected by existing vegetated and forested buffers. Falling River flows into the Roanoke (Staunton) River, which in turn flows into the John H. Kerr Reservoir, and contributes to the public water supply for downstream communities, including the Town of Clarksville and City of Virginia Beach in Virginia, as well as the Cities of Henderson and Oxford in North Carolina;

C. *NATURAL HABITAT*: The Property’s forest cover, fields, edge areas, and streams provide habitat for a variety of wildlife and plant species, and the maintenance of such natural habitat helps support wildlife and fisheries populations in the local ecosystem, which is largely in a natural, undeveloped state. Falling River has been designated by the Virginia Department of Game and Inland Fisheries (VDGIF) as a Threatened and Endangered Species Water due to the presence of state-threatened Carolina darters (*Etheostoma collis*);

D. *AGRICULTURE*: Approximately twenty-seven (27) acres of the Property are open fields used for pasture; the soils present on ninety-nine percent (99%) of the Property are considered prime farmland or Farmland of Statewide Importance according to the NRCS Web Soil Survey;

E. *GENERAL OPEN SPACE*: The Property is substantially undeveloped, is used primarily for forestal and wildlife habitat purposes, and contains features such as forests and riparian areas which provide general open space benefits to the public;

R3. WHEREAS, 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 (as defined below in Section I) shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provision of any subsequent federal tax laws and regulations) (the “IRC”) and Treasury Regulation §1.170A-14(c)(1) and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth;

R4. WHEREAS, Section I of Article XI of the 1971 Constitution of the Commonwealth of Virginia provides that “[I]t shall be the policy of the Commonwealth to conserve, develop, and

utilize its natural resources, its public lands, and its historical sites and buildings. Further, it shall be 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.”;

R5. WHEREAS, Chapter 461 of the Acts of 1966, codified in part in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended (the “Open-Space Land Act”) provides “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;

R6. WHEREAS, as required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Comprehensive Plan (as defined in R10 below) as confirmed by email from Paul Harvey, Director of Community Development for Campbell County, dated May 9, 2017, a copy of which is retained in the Grantee's permanent files;

R7. WHEREAS, pursuant to the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal and open-space use, protecting natural resources, and maintaining and enhancing air and water quality, all as more particularly set forth below;

R8. WHEREAS, this Easement constitutes (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) 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);

R9. WHEREAS, this Easement is granted “exclusively for conservation purposes” under IRC §170(h)(1)(C) because it 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 and local governmental conservation policies, as more particularly described herein below, and will yield a significant public benefit;

R10. WHEREAS, this open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

A. Land conservation policies of the Commonwealth of Virginia as set forth in:

1. Section 1 of Article XI of the Constitution of Virginia;

2. The Open-Space Land Act cited above, which in Section 10.1-1700 authorizes the acquisition of non-possessory interests in real property by Grantee for the purposes of “retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, [...]” and that open-space land means, among other lands, land which is provided or preserved for “agricultural and forestal production”. Section 10.1-1703 of said Act further states that “[w]henever practicable in the judgment of the public body, real property acquired pursuant to this chapter shall be made available for agricultural and timbering uses which are compatible with the purposes of this chapter”;

3. Chapter 11 of Title 10.1 of the Code of Virginia (1950), as amended, which establishes the Virginia Department of Forestry and sets forth its powers and authority;

4. 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 (1950), as amended, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth’s unique natural resources, wildlife habitats, open spaces and forest resources;

5. The Agricultural and Forestal Districts Act, Sections 15.2-4300 through 4314 of the Code of Virginia, which states that: “It is the policy of the Commonwealth to conserve and protect and to encourage the development and improvement of the Commonwealth’s agricultural and forestal lands for the production of food and other agricultural and forestal products. It is also the policy of the Commonwealth to conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open spaces for clean air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes”;

6. Grantee’s practices in reviewing and accepting this Easement, which practices include a Forestland Conservation staff review and evaluation of the Property using its Forest Conservation Value criteria, which is a geographic information system analysis that assesses the Property’s forestal, water quality protection, and terrestrial and aquatic habitat attributes, and relative threat of conversion;

B. Land use policies of the County of Campbell (the “County”) as follows:

1. The County’s Comprehensive Plan adopted December 2, 2014 (the “Comprehensive Plan”)

- a) Chapter 4 (Land Use) of the Comprehensive Plan includes the following objectives: “Preserve agricultural and forested lands in designated rural areas”, and “[e]ncouraging] development that respects the scenic qualities of the County through appropriate ordinances or voluntary proffers that limit the adverse visual effects of items including but not limited to signs, communication towers, and aboveground utility lines” as a way to “[e]ncourage orderly, efficient

and environmentally appropriate land use patterns for Campbell County, taking into consideration the unique characteristics of the County's make-up" (see the Comprehensive Plan, pages 4-1 to 4-2)

- b) Chapter 7 of the Comprehensive Plan states two goals in reference to the county's natural environment, including: Goal 1, which is to "[p]erpetuate a healthy natural environment in Campbell County" by achieving various objectives such as "managing water resources to ensure the quality remains good," "ensuring the continuation of native wildlife and vegetation," and "preserving and protecting scenic areas of exceptional quality"; and Goal 2, which is to "promote an environmentally sound land use strategy for the County" by "ensuring that development occurs in targeted areas and imposes minimal negative consequences on the scenic and environmental character of the County" (see the Comprehensive Plan, page 7-1)
- c) The Property is shown on the Comprehensive Plan's "Land Use" map as lying within an area designated as "Rural," and such Rural areas have been designated in the Comprehensive Plan's "Land Use Plan" for the purpose of protecting agricultural, forestal and open space resources and the preservation of the County's traditional rural character;

2. According to the County's zoning classification for the Property, it is zoned as A-1, Agricultural. Pursuant to Article VII of the Campbell County Code of 1988, the legislative intent in such zoning is as follows: "The purpose of the Agricultural zoning district is to protect and preserve agricultural lands for the performance of agricultural functions, and to allow other open space and outdoor recreational uses which enhance the enjoyment of the natural environment and do not significantly impact adjacent agricultural production."

3. The County has determined that it is desirable to encourage the continued preservation of the Property as open space and agricultural/forest land by providing for preferential use value taxation of the Property under Section 9-7.1 et seq. of the County Code and Sections 58.1-3230 through 58.1-3244 of the Code of Virginia (1950), as amended, which authorize special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;

R11. WHEREAS, Grantee has engaged in the review described above, 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 and Conservation Values by this Easement will yield a significant public benefit and further the conservation objectives of Grantee and the Commonwealth of Virginia;

R12. WHEREAS, in 1987, Congress amended the Clean Water Act to authorize the United States Environmental Protection Agency (EPA) to establish the National Estuary Program with the purpose of protecting estuaries of "national significance." Congress specifically directed the

EPA to give “priority consideration” to the Albemarle Sound in the establishment of the program, giving rise to the present-day Albemarle–Pamlico National Estuary Program (APNEP). In its 2012–2022 Comprehensive Conservation and Management Plan, the Policy Board of the APNEP stated:

“Protection of existing land cover is critical for making improvements in water quality, and the survival of important species will depend on our ability to preserve critical and connected habitats along estuarine, riverine, and upland systems. [...]

“Riparian buffers trap and filter polluted runoff, preventing sediments, nitrogen, phosphorus, pesticides, and other substances from entering the sounds. APNEP will support the purchase of land or conservation easements to protect buffers. APNEP will promote and endorse policies that encourage leaving riparian zones in a natural state”;

R13. WHEREAS, this Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in the Recitals above and, more particularly, as set forth below:

A. The preservation of the open space character of the Property prevents development of the Property which would lead to or contribute to the degradation of the natural and rural character of the area;

B. This Easement will operate as a covenant to assure that sustainable forest management practices are observed, which covenant will run with the Property in perpetuity, thus providing:

1. The potential for continuous supplies of forest products;
2. Natural benefits such as clean air and water, wildlife habitat, and biodiversity;
3. Opportunity for natural resource-based educational, scientific, and recreational pursuits;

C. The preservation of the open space character of the Property prevents excessive development, soil disturbance, and pollution on the Property, thus enhancing water quality in Roanoke River Basin by:

1. Protecting the public drinking water for various downstream communities, including the Town of Clarksville, and the Cities of Virginia Beach, Virginia, Henderson, North Carolina, and Oxford, North Carolina, that use the Roanoke (Staunton) River and John H. Kerr Reservoir as a potable water supply;
2. Protecting aquatic and riparian habitat downstream;

R14. WHEREAS, Grantor and Grantee desire to protect in perpetuity the Conservation Values as specified in Section I and R2 by restricting the use of the Property as set forth in Section II;

R15. WHEREAS, Grantee has determined that the restrictions set forth in Section II (the "Restrictions") will preserve and protect in perpetuity the Conservation Values, which values are reflected in Section I and R2;

R16. WHEREAS, Grantee has determined that the Restrictions will limit use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values and the governmental conservation policies furthered by the Easement;

R17. WHEREAS, 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 and of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property which is described below, and consists of approximately 162.483 acres in gross located in the Patrick Henry Magisterial District, Campbell County, Virginia, fronting on Lewis Ford Road (State Route 643), to wit:

That certain tract or parcel of land, together with any improvements thereon and privileges and appurtenances thereunto belonging, consisting of 162.483 acres, more or less, shown as the residue on a plat of survey made by James C. May and Associates, P.C., dated July 17, 2017, titled, "Plat Showing Family Subdivision and Reconfiguration of Land Belonging to Willie L. Rigney as described in D.B. 509, PG. 267 & D.B. 518, PG. 294 A.K.A. T.M. # 77-A-5A & T.M. # 77-A-5C, respectively, Patrick Henry Mag. Dist., Campbell Co., Virginia." The plat was recorded in the Clerk's Office for the Circuit Court for the County of Campbell, Virginia, on August 16, 2017, indexed as Instrument Number 170004133, located in Plat Cabinet C, slide 169, pages 1684 and 1685. The plat, which was done in conjunction with a family subdivision and reconfiguration, is incorporated herein by reference.

Being the same property conveyed to the grantor herein by deed dated November 9, 2017, from Willie L. Rigney, recorded in said Clerk's office as Instrument Number 170005712.

The Property is shown as Tax Map No. 77-A-5C among the land records of the County of Campbell, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, or has 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 - PURPOSE

The purpose of this Easement is to preserve and protect the Conservation Values 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. More specifically, Grantor and Grantee acknowledge that the purpose of this Easement is to apply the following principal and secondary objectives to the Property:

A. The principal objectives of this Easement are to assure in perpetuity:

1. That sustainable forest management practices will be observed, operating as a covenant that will run with the Property, thus making available continuous supplies of forest products and natural benefits such as clean air and water and wildlife habitat.
2. That productive forest resources will be established and maintained on the Property.
3. The long-term, silviculturally-sound management of those resources in a manner that minimizes negative impact and the duration of impact on surface water quality, wildlife habitat, and the other Conservation Values.

B. The additional objectives of this Easement are to encourage sustainable management of soil and water resources and to conserve the watershed, natural habitat, agricultural, and open space Conservation Values as described in the above Recitals and documented in the Baseline Documentation Report (the "BDR") described in Section IV below.

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. **DIVISIONS:** Separate conveyance of a portion of the Property or division of the Property is prohibited. The Property shall not be sold or conveyed except as a whole. For purposes of this Easement, division of the Property includes, but shall not be 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.

The parties acknowledge that widening or improvement to SR 643 (Lewis Ford Road) may be necessary and may require expansion of the current right of way. The acquisition of a *de minimis* portion of the Property adjacent to said public right of way for minor road improvements by either voluntary conveyance or eminent domain shall not be considered a division or subdivision 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 in writing 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. If not approved, then the conveyance or taking shall be subject to the provisions of Section 10.1-1704 of the Open-Space Land Act. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to the widening or minor improvement of the aforementioned road in its present alignment, by a maximum additional width of twenty-five (25) feet of the Property, as measured from the edge of the existing right-of-way. For the purpose of this paragraph "minor road improvements" include, but may not be limited to, maintenance, correction, repair, or upgrading of the existing public road. "Minor road improvements" does not include the addition of new travel lanes or relocation of the roadbed. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. **DWELLINGS, STRUCTURES, ROADS, AND UTILITIES:** No buildings, structures, roads or utilities other than those specified in this Paragraph 2 are permitted on the Property. For the purpose of this Paragraph, a "Dwelling" shall be defined as a building or structure, or a portion of a building or structure, such as a residence, cottage, cabin (improved or unimproved), or barn or garage apartment, used or intended to be used for permanent, temporary, seasonal, or periodic human habitation by one or more persons or families. "Above-ground footprint" shall be defined as the total area occupied by a Dwelling or structure at the ground level or above, including but not limited to porches, decks, patios, attached garages, overhangs, or other impervious surface.

A. DWELLINGS AND STRUCTURES

(i) One (1) "Main Dwelling", which does not exist as of the Effective Date. Such Main Dwelling shall not individually exceed 3000 square feet of above-ground footprint or forty (40) feet in height as measured from lowest point of final grade to highest ridge of roof without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed Dwelling on the Conservation Values.

(ii) Outbuildings and structures commonly and appropriately incidental to the Dwelling permitted in subparagraph (i) of this paragraph, and sized appropriately to serve as amenities to residential use, provided that the non-residential outbuildings and structures shall be located within 200 feet of the Dwelling, and the aggregate footprint of the non-residential outbuildings for the permitted Dwelling shall not exceed 2,000 square feet in ground area unless prior, written approval shall have been obtained from Grantee that a larger footprint is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area.

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

(iv) Small-scale miscellaneous structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the Conservation Values, such as hunting stands, wildlife observation structures, fences, boardwalks, or structures for crossing of streams or wetlands. Any such structure shall not exceed 150 square feet in ground area unless prior, written approval shall have been obtained from the Grantee.

(v) The following specific "Other" structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the Conservation Values:

1. One (1) dock, not to exceed 300 square feet; and
2. One (1) gazebo, not to exceed 300 square feet unless prior written approval shall have been obtained from the Grantee.

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

Grantor shall give Grantee thirty (30) days' written notice as provided in Section V, Paragraph 8 before beginning construction (including replacement) or enlargement of any Dwelling or structure permitted by subparagraphs (i), (iii), and (v) on the Property (or, as applicable, before any ground clearing in preparation for such activity).

Nothing contained in this Section II(2)(A) shall obviate the requirements of Grantor, its successors or assigns to comply with applicable local land use and zoning requirements for the construction of any improvements.

B. ROADS

- (i) Private roads or driveways to serve the permitted Dwelling or structures.
- (ii) Roads with permeable surfaces for other permitted uses, such as farming or forestry.

The Grantor may not construct any roads with a non-permeable surface or improve any existing roads by placement of a non-permeable surface without the written approval of Grantee.

Construction of any new roads must be done in accordance with either: (i) an approved Plan (defined in Paragraph 5A below); (ii) an approved pre-harvest plan (defined in Paragraph 5B below); or (iii) otherwise upon written approval of Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed. Construction of any new roads and maintenance of existing roads must be done in accordance with applicable Best Management Practices for water quality.

C. UTILITIES

(i) 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 the permitted Dwelling, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment including, but not limited to, solar panels, wind turbines, and micro-hydro installations, and such structures, if approved in writing by Grantee, to provide electrical energy to neighboring properties; and

(ii) Public or private utilities to serve the permitted Dwelling or structures only. New public or private utilities that do not serve the Property shall not cross the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the Conservation Values and gives its prior, written approval for such construction and maintenance, which approval shall take into consideration the visibility and other impact of such utilities on the Conservation Values. Grantor reserves its separate rights to approve such public or private utilities.

D. LOCATION RESTRICTIONS

(i) The Dwelling, outbuildings and incidental structures, and farm buildings permitted in Paragraph 2 subparagraphs A(i) through A(iii) above shall not be located outside the "Allowable Building Areas" as shown on Exhibit A, attached hereto and made part hereof, without the prior, written approval of Grantee, which approval shall be limited to consideration of the impact of the siting and other attributes of the proposed Dwellings, structures, or farm buildings on the Conservation Values, particularly, but not limited to preservation of large and contiguous forest blocks, forest fragmentation and edge effect, impact to sustainable forest management, protection of water quality, and impact to natural heritage resources and wildlife habitat.

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

(iii) The dock permitted in Paragraph 2, subparagraph A(v) above may be constructed within the Riparian Buffers, the location of which is subject to the prior, written approval from Grantee.

E. COLLECTIVE FOOTPRINT

(i) The collective footprint of impervious surfaces on the Property is limited by this Easement. For the purpose of this Paragraph, the collective footprint is the ground area measured in square feet of the Dwelling, buildings, and other structures set forth in Section II, Subparagraphs 2A(i) through 2A(v) above and all other impervious surfaces (i.e. patios, swimming pools, tennis courts, basketball courts, etc.) located on the Property, excluding roads.

(ii) The collective footprint on the Property shall not exceed 15,000 square feet, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the Conservation Values, Grantee may approve such increase.

F. DEVELOPED AREAS

(i) The amount of developed area on the Property is limited by this Easement. "Developed Area" is defined as the combined acreage of the collective footprint described above and associated clearings maintained as yard, gardens, landscaping, or other open space other than in forestry, agriculture, or wildlife habitat, excluding roads and driveways.

(ii) The combined Developed Area shall not exceed five (5) acres, provided that if Grantor can demonstrate that an increase in the Developed Area would result in increased protection of the Conservation Values, Grantee may approve such increase.

3. **INDUSTRIAL OR COMMERCIAL ACTIVITIES:** Industrial or commercial activities are prohibited with the exception of the following:

A. Agriculture (including livestock production), equine activities, and forestry.

B. Small-scale incidental commercial or industrial operations related to activities set forth in (A) above, such as the processing and sale of products produced on the Property, that Grantee approves in writing as being consistent with the purpose of this Easement.

C. Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the Conservation Values.

D. Activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

E. Hunting and fishing, including membership-based hunting and/or fishing clubs, and the sale of permits to guests for hunting and/or fishing.

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 written approval, Grantor is free to participate in same at Grantor's sole discretion and to retain any remuneration derived therefrom.

4. PRESERVATION OF FOREST ACREAGE: The forested area of the Property shall not be converted to another land cover, except in the following cases:

- A. To accommodate buildings and structures permitted under Paragraph 2 above.
- B. For agricultural or equine uses as provided for in Paragraph 3(A) above.
- C. For providing or improving wildlife habitat.

Notwithstanding the foregoing, in each instance where more than three (3) acres of forest is converted to another use in any ninety (90)-day period, a written forest conversion plan approved in advance, in writing by Grantee, is required. Such forest conversion plan shall be submitted to the Grantee for approval sixty (60) days before beginning the conversion of any forest in excess of three (3) acres as set forth above and shall provide, at a minimum, a description and map of the area to be converted, a description of the land use to be established, and a description of the Best Management Practices to be implemented in connection with the conversion.

In any event and notwithstanding anything contained herein to the contrary [or any other provision in this Easement], at least 130 acres of the Property shall remain in forest cover in perpetuity.

No forest within the Riparian Buffers hereinafter defined in Paragraph 6 below shall be converted, provided that if Grantor can demonstrate that converting forests

within the Riparian Buffers would result in increased protection of the Conservation Values, Grantee may approve such conversion.

5. FOREST MANAGEMENT:

A. **FOREST STEWARDSHIP MANAGEMENT PLAN.** All forest management activities conducted on the Property shall be in accordance with an approved Forest Stewardship or multiple resource forest management plan (the "Plan").

(i) The Plan shall be prepared, and reviewed and approved by Grantee as set forth in subparagraphs (ii) and (iii) below, within one (1) year of the Effective Date.

(ii) The Plan shall only be prepared or updated by a forester meeting the qualifications specified in Section 10.1-1181.9 of the Code of Virginia (1950), as amended.

(iii) The Plan and any updates must be approved in writing by Grantee, which approval shall be limited to consideration of whether (1) the Plan accurately and adequately describes the forest conditions of the Property and (2) the recommendations in the Plan comply with sound silvicultural practices and are consistent with the purpose of this Easement.

(iv) The Plan may be updated at any time, and shall be updated within six (6) months after either: (a) a significant change in forest conditions as determined by Grantee or (b) the transfer of all or any part of the Property to a new owner.

(v) The Plan must have been prepared or last updated no more than ten (10) years before any material forest management activity or harvest.

B. **PRE-HARVEST PLAN.** All material timber harvesting activities, including salvage harvests, conducted on the Property shall be in accordance with an approved pre-harvest plan.

(i) At least thirty (30) days in advance of any material timber harvest or associated activity, a pre-harvest plan consistent with the Plan shall be submitted to Grantee for approval in writing.

(ii) The pre-harvest plan shall be prepared according to Virginia Department of Forestry guidelines, in sufficient detail to protect site, soil, and water quality.

(iii) Upon the approval of the pre-harvest plan by the Grantee, timber harvesting may commence.

(iv) Grantor shall notify Grantee no later than seven (7) days after completion of the harvest.

(v) Notwithstanding any other provision of this Easement, the following activities shall be permitted without a pre-harvest plan or further permission from Grantee: non-commercial, *de minimis* harvest of trees for trail clearing, daylighting of forest roads (not to exceed ten (10) feet on either side of the road), firewood for Grantor's domestic use; removal of trees that pose an imminent hazard to human health or safety; and removal of invasive species.

C. **BEST MANAGEMENT PRACTICES.** Best Management Practices, as defined by the Virginia Department of Forestry ("BMP Guidelines"), shall be used to control erosion and protect water quality when any forestry activity is undertaken.

D. **FOREST PROTECTION.** The Plan shall include reasonable recommendations to prevent wildfires. The Plan shall likewise address and recommend appropriate measures to prevent or treat damage to the forest caused by disease and insects.

E. **INVASIVE SPECIES.** No plant species that is listed as a "Highly Invasive Alien Plant Species" by the Virginia Department of Conservation and Recreation, Division of Natural Heritage (or as a highly invasive alien plant species on any successor list promulgated by the Commonwealth of Virginia) shall be purposely introduced onto the Property. The Plan shall include reasonable recommendations for removing or preventing the establishment of such invasive species.

F. **WOODLAND GRAZING.** The grazing of livestock in the forest shall be prohibited except in areas where Grantee determines that tree growth, water quality, wildlife habitat, and other Conservation Values are not likely to be damaged by such grazing. Such allowed woodland grazing areas, if any, are designated in the BDR; such areas may be designated and/or revised in subsequent addenda to the BDR as described in Section IV.

6. **RIPARIAN BUFFERS:** To protect water quality, riparian buffer strips ("Riparian Buffers") shall be maintained along all streams, watercourses, and water bodies as streamside management zones ("SMZs"), as described in the BMP Guidelines and as set forth below. The width of the SMZs shall be a minimum of one hundred (100) feet, or as defined in the BMP Guidelines, whichever is greater.

Riparian Buffer widths shall be measured on a horizontal plane from the top of the bank.

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

(i) Grazing of livestock.

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

(iii) Application of fertilizers or biosolids.

(iv) Removal of trees except: (a) as part of a timber harvest in accordance with the aforementioned Plan, (b) removal of invasive species, (c) removal of dead, diseased or dying trees, including salvage harvests in response to a natural disaster, such as a tornado, hurricane, wildfire, flood, or other acts of nature, (d) removal of trees posing a human health or safety hazard, and (e) construction of ponds.

(v) Plowing, cultivation, road-building, grading or other earth-disturbing activity, except as may be reasonably necessary for: (a) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (b) establishing or maintaining fencing along or within the buffer area, (c) construction and maintenance of approved stream crossings as provided for in Paragraph 2B above, (d) creation and maintenance of foot or horse trails with unimproved surfaces, and (e) dam construction to create ponds.

(vi) Building construction, except for the dock permitted in Paragraph 2, subparagraph A(v) above, the location of which is subject to the prior, written approval from Grantee.

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

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

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

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

7. **BIOCIDES:** Biocides may be used in the course of forest management in accordance with the Plan, to control invasive species, as a part of agricultural operations, around improvements on the Property, or as needed for general maintenance or pest control. Biocides shall not be applied in any manner that is inconsistent with the purpose of this Easement, or that will negatively affect the Conservation Values. If used, all biocides shall be applied in accordance with all labeling and appropriate safety measures.
8. **GRADING, BLASTING, MINING:** Grading, blasting or earth removal shall not materially alter the topography of the Property except for:

- A. Dam construction, repair, or rehabilitation to create or maintain ponds.
- B. Wetlands or stream bank restoration pursuant to a government permit.
- C. Erosion and sediment control pursuant to a government-required erosion and sediment control plan.
- D. Construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality during such construction.

Grading, blasting, or earth removal in excess of one-half acre for the purposes set forth in subparagraphs (A) through (D) above require thirty (30) days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration.

E. PROHIBITED ACTIVITIES. The following activities are prohibited:

- (i) Surface or subsurface mining.
- (ii) Dredging on or from the Property (except for the purpose of pond construction and maintenance).
- (iii) Drilling for oil or gas on the Property.

9. **ACCUMULATION OF TRASH:** Accumulation or dumping of trash, refuse, or junk is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable government laws and regulations.
10. **SIGNS:** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to:
 - A. State the name and/or address of the owners of the Property.
 - B. Advertise the sale or lease of the Property.
 - C. Advertise the sale of goods or services produced incidentally by a permitted use of the Property.
 - D. Provide notice necessary for the protection of the Property.
 - E. Give directions to visitors.

F. Recognize historic status or participation in a conservation program.

Temporary political signs are allowed. Notwithstanding anything contained herein to the contrary, no single sign, visible from outside the Property, shall exceed thirty-two (32) square feet in size without prior Grantee approval. Total signage, visible from outside the Property, excluding boundary line posting signs, shall not exceed sixty-four (64) square feet.

11. **INCONSISTENT USES:** Notwithstanding the foregoing, no acts or uses that are inconsistent with the purpose of this Easement or the Conservation Values herein protected shall be conducted on the Property.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION:** Representatives of Grantee may enter the Property from time to time to inspect the Property (including photographic documentation of the condition of the Property) and to enforce 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 has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right includes without limitation the right (i) to require restoration of the Property to its condition as of the Effective Date or, in Grantee's discretion, to require restoration of the Property to its condition prior to the violation, provided that such prior condition was in compliance with the Restrictions and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance, including but not limited to disgorgement of any monies received by Grantor connected with such non-compliance; and (iii) to enjoin non-compliance by *ex parte* temporary or permanent injunction without the need for bond or other surety. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse to Grantee any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney and expert 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 defenses 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

1. **BASELINE REPORT:** Documentation retained in the office of Grantee including, but not limited to the BDR describes the condition and character of the Property as of the Effective Date. The BDR 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. Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property as of the Effective Date. The parties hereby acknowledge that the BDR contained in the files of Grantee at the time of the gift, an original of which having been provided to Grantor by Grantee, is an accurate representation of the Property as of the Effective Date.
2. **MONITORING; ADDENDA TO BASELINE REPORT:** The parties herewith understand and acknowledge that the Grantee will monitor the Property for compliance with this Easement on an annual basis, and Grantee will create addenda to the BDR from time to time to document changes to the Property. Grantee will forward copies of such addenda to Grantor for Grantor's records.

SECTION V – GENERAL PROVISIONS

1. **DURATION; SUCCESSORS IN INTEREST:** 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 entire interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS:** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Grantor retains the exclusive right to such access and use, subject to the terms hereof.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** Grantor hereby 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) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements recorded in the land records of Campbell County, Virginia, prior to the execution of this Easement) and including, but not limited to, any liens, leases, or option contracts not subordinated to this Easement; (c) Grantor has all requisite power and authority to enter into this Easement and to grant and convey this Easement; and (d) no consents of any lender or any third party are required for Grantor to enter into this Easement that have not already been obtained and made known to Grantee.

4. **ACCEPTANCE:** Acceptance of this conveyance by Grantee is authorized by Virginia Code Sections 10.1-1700 through 10.1-1705 and is evidenced by the signature of the State Forester.
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 dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; 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:** Any general rule of construction to the contrary notwithstanding, it is the intent of the parties hereto that this Easement, and all the language contained herein, 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, or in otherwise evaluating the provisions hereof, an interpretation consistent with the purpose of this Easement (i.e. one that restricts or constrains disruptive land uses in favor of furthering the Conservation Values protected hereunder) and that would find the provision valid and enforceable shall be favored over any interpretation that would render it invalid. Grantor and Grantee intend that the grant of this Easement qualifies as a “qualified conservation contribution” as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.
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; APPROVALS BY GRANTEE:** For the purpose of giving notices hereunder the current address of Grantee is 900 Natural Resources Drive, Suite 800, Charlottesville, Virginia 22903. 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 2789 Lewis Ford Road, Brookneal, Virginia 24528.

Grantor agrees to notify Grantee in writing:

- A. 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.
- B. 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.

Except as otherwise specifically provided herein, any approval, consent or action required or to be made hereunder by the Grantee shall be at the Grantee's sole and absolute discretion.

- 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 IRS regulations (see 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 donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
- 10. **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:** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations.
- 12. **GRANTEE'S PROPERTY RIGHT:** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction bears to the value of the Property as a whole as of the Effective Date.
- 13. **CONVERSION, DIVERSION OR EXTINGUISHMENT; EMINENT DOMAIN:** Should an attempt be made to extinguish any portion of this Easement or convert or divert any portion of the Property subject to this Easement, the same may be carried out only by a judicial proceeding and only if in compliance with the Open Space Land Act

and IRC Section 170(h) and applicable Treasury Regulations. Pursuant to Sections 10.1-1704 and 10.1-1705 of the Open Space Land Act as of the Effective Date, no such conversion, diversion or extinguishment may occur unless (i) the same is determined by the Grantee to be (a) essential to the orderly development and growth of the locality and (b) in accordance with the official comprehensive plan for the locality in effect at the time of such conversion, diversion or extinguishment and (ii) there is substituted other real property which is (a) of at least equal fair market value, (b) of greater value as permanent open-space land than the land converted or diverted and (c) of as nearly as feasible equivalent usefulness and location for use as permanent open-space land as is the land subject to diversion, conversion or extinguishment. In any sale or exchange of the Property or a portion of the Property subsequent to or as a part of such a proceeding (including, but not limited to, any such transaction resulting from a party exercising its rights of eminent domain over all or a portion of the Property), 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 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. Grantee shall use all its share of these proceeds in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.

14. **AMENDMENT:** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add to the restricted property, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the Conservation Values (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (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 among the land records of the County of Campbell, Virginia.
15. **JOINT OWNERSHIP:** If Grantor, or its successors, at any time owns the Property, any portion of the Property 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.
16. **SEVERABILITY:** It is the express intent of the parties that all provisions of this Easement be considered and construed as part of the whole and that no provision shall be applied in isolation without regard to the overall purposes of this Easement. However, 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.
17. **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.

18. **CONTROLLING LAW; CHOICE OF VENUE:** 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. Any litigation arising out this Easement shall be brought in the Circuit Court for the County in which the majority of the Property lies (by measure of acreage) and by execution of this Easement, the Grantor and Grantee irrevocably consent to the jurisdiction of such Court and waive, to the extent otherwise available, now or in the future, any defense of inconvenience of forum.
19. **RECORDING:** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Campbell, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
20. **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, provided each appears in its original typewritten form without deletions, strike-throughs or modifications of any type. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement. Any signature page of any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Easement; provided, however, a fully-assembled Easement, bearing original, notarized signatures shall be assembled for proper recordation.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

GRANTOR:

WILLIE L. RIGNEY TRUST AGREEMENT
U/A/D NOVEMBER 9, 2017

By: Willie L. Rigney
Willie L. Rigney
Trustee

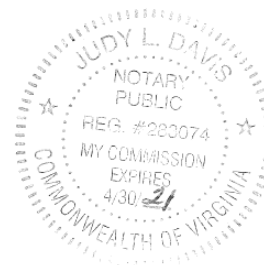
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Lynchburg, TO WIT:

The foregoing instrument was acknowledged before me this 22nd day of November, 2017, by Willie L. Rigney, Trustee of the WILLIE L. RIGNEY TRUST AGREEMENT U/A/D NOVEMBER 9, 2017, Grantor.

Judy L. Davis
Notary Public

My commission expires: 4/30/2021 (SEAL)

Registration No.: 283074

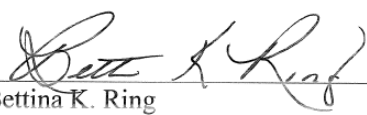


[Counterpart signature page 2 of 2]

By acceptance hereof, Grantee hereby designates the Property as open-space land pursuant to Virginia Code § 10.1-1701.

GRANTEE:

VIRGINIA DEPARTMENT OF FORESTRY,

By: 
Bettina K. Ring
State Forester

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

The foregoing instrument was acknowledged before me this 1st day of December ~~November~~ 2017, by Bettina K. Ring, State Forester, on behalf of the VIRGINIA DEPARTMENT OF FORESTRY.


Notary Public

My commission expires: May 31, 2019 (SEAL)

Registration No.: 7642281



Approved as to form:

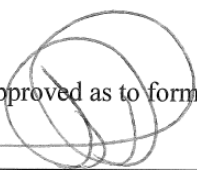
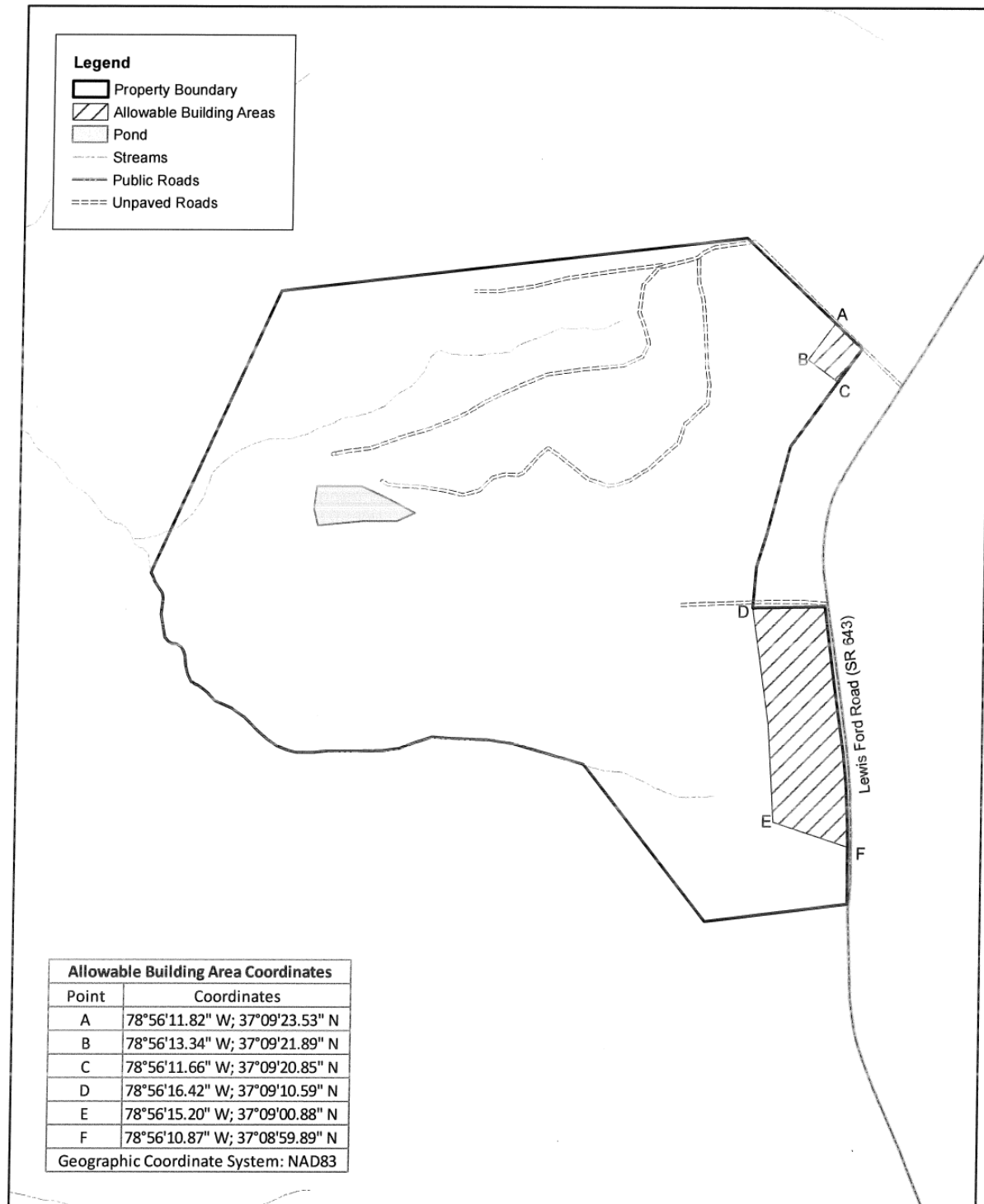

J. Duncan Pitchford
Assistant Attorney General

Exhibit A
Rigney Open Space Easement
Tax Parcel No. 77-A-5C



This map is for general reference purposes only and is not to be construed as a survey.
The omission of any stream on this map shall not invalidate protections in the easement afforded every stream.

0 250 500 1,000 Feet



ADDENDA

(CONTINUED)

INSTRUMENT 170006127
RECORDED IN THE CLERK'S OFFICE OF
DAMPBELL COUNTY CIRCUIT COURT ON
December 6, 2017 AT 10:46 AM
VALERIE P. YOUNGER, CLERK
RECORDED BY: CSM

SUBJECT TAX CARD(S)


Campbell County, Virginia
Map #: 77-A-5C

Parcel ID: 77-A-5C
Property Address: LEWIS FORD RD BROOKNEAL, 24528
Tax ID #: 1712100
Owner: RIGNEY WILLIE L TRS
Owner(Secondary):
Mailing Address: 2789 LEWIS FORD RD BROOKNEAL, VA 24528-0000

Summary

Property Description
Parcel ID: 77-A-5C
Legal Description: NARUNA & HOBSON MILL ROAD
Neighborhood No: 19017
Property Class: 6
Land Information
Area: 162.48 acres

Location Information
Property Address(es): 2901 LEWIS FORD RD
Plat: C169-1684
Voting Precinct: MORRIS CHURCH
Polling Place: MORRIS CHURCH
Election District: BROOKNEAL
For additional Information consult the Registrar's website .
Fire District: GLADYS VFD
EMS District: CITIZENS VRS
For additional Information consult the Public Safety website .

School Zones
Elementary School: Brookneal
Middle School: William Campbell
High School: William Campbell
For additional Information consult the School website .
Zoning
Zoning: Agricultural
For additional Information consult the Zoning website .



Campbell County, Virginia
Map #: 77-A-5C

Improvements

Property Description	Footage
PropExt: R02	Finished SQFT: N/A
Improvement Type: OTHER	Open Porch SQFT: 0
Building Type: N/A	Deck SQFT: 0
Grade: N/A	Attic SQFT: N/A
Condition: N/A	Basement SQFT: N/A
Stories: N/A	Basement Finished SQFT: N/A
Year Built: N/A	Enclosed Porch SQFT: 0
Structure	Features
Attic: N/A	Number of Rooms: N/A
Foundation: N/A	Number of Bedrooms: N/A
Frame: N/A	Number of Full Baths: 0
Roof Type: N/A	Number of Half Baths: N/A
Roof Material: N/A	Masonry Fireplaces: N/A
Attached Garage: N/A	Fuel Description: N/A
Detached Garage: N/A	Heat Type: N/A
Attached Carport SQFT: N/A	Air Condition: N/A
Walls: N/A	
Exterior Wall Type: N/A	
Floors: N/A	

Sketch	Photo
0102	No photo available



Campbell County, Virginia
Map #: 77-A-5C

Ownership History

Sale Date	Sale Amount	Document No.	Deed Bk / Pg	Seller's Name
11/09/2017	\$0	170005712	N/A	RIGNEY WILLIE L & BARBARA R
N/A	\$0	N/A	0518 0294	N/A
N/A	N/A	N/A	N/A	N/A

Assessment History

Date	Land Value	Improvement Value	Total Value
1/1/2023	\$74,400	\$0	\$74,400
1/1/2023	\$359,100	\$0	\$359,100
1/1/2019	\$65,800	\$0	\$65,800
1/1/2019	\$284,500	\$0	\$284,500

* indicates a Supplemental Assessment

Property Tax Information

Due Date	Date Paid	Balance	Billed	Paid
12/07/2026	04/29/2026	\$167.4	\$167.4	\$0
06/05/2026	04/15/2026	\$167.4	\$167.4	\$0
12/05/2025	10/29/2025	\$0	\$167.4	\$-167.4
06/05/2025	05/27/2025	\$0	\$167.4	\$-167.4
12/05/2024	10/21/2024	\$0	\$167.4	\$-167.4
08/05/2024	06/20/2024	\$0	\$167.4	\$-167.4
12/05/2023	12/07/2023	\$0	\$167.4	\$-167.4
06/05/2023	06/09/2023	\$0	\$167.4	\$-167.4
12/05/2022	12/02/2022	\$0	\$171.08	\$-171.08
08/12/2022	12/02/2022	\$0	\$171.08	\$-171.08

For additional Property Tax information, please consult the [Treasurer's website](#).

PORTION OF ZONING ORDINANCE

ARTICLE VII. AGRICULTURAL ZONING DISTRICTS.

LEGISLATIVE INTENT

The purpose of the Agricultural zoning district is to protect and preserve agricultural lands for the performance of agricultural functions, and to allow other open space and outdoor recreational uses which enhance the enjoyment of the natural environment and do not significantly impact adjacent agricultural production.

Sec. 22-16. Agricultural zoning district A-1.

A. **Principal uses permitted.** The principal uses permitted in districts zoned A-1 shall be the following:

1. Single family dwellings, modular homes, and manufactured homes, but provided, however, that no more than two (2) single family dwellings shall be allowed per minimum lot area. The second dwelling on the lot shall be allowed only for use by a member of the immediate family as defined in [§22-2](#) of this Code, and shall be allowed only on a lot of sufficient size and shape such that if the lot or parcel of land is ever divided to separate the dwellings, no substandard lots, deficient setbacks, or non-conforming buildings are created.
2. An arrangement of two (2) manufactured homes used as dwellings in compliance with the requirements of this subsection and of this district shall not be considered to be a manufactured home park for purposes of this Chapter.
3. No more than one (1) accessory dwelling unit on each lot, in addition to any single family dwelling, modular home, or manufactured homes allowed by right.
4. Forestry (silviculture).
5. Agricultural and horticultural uses including the tilling of soil, the raising and/or production of crops and horticulture, including the keeping and breeding of livestock, except that intensive agricultural activities, as defined in Article VII(A) of this chapter, shall comply with the setback requirements, minimum area requirements, and other requirements set out in Article VII(A) of this chapter.
6. Horticultural nursery sales.
7. Office for farm supply or farm services.
8. Production of livestock and poultry products, including dairy products, eggs, meat, fur, and honey, incidental to an existing agricultural operation on the premises.
9. Antique shops.

10. Horse stables.
11. Kennels and kennels incidental to a veterinary hospital or veterinary clinic, and pet services.
12. Veterinary hospital or clinic.
13. Cabinet or woodworking shops, not to include retail sales, contained within a structure less than five thousand square feet (5,000 ft.²) in total area.
14. General convenience stores.
15. Private sawmills.
16. Home occupations.
17. School support facilities.
18. Child care centers, adult foster care, family day homes and similar establishments.
19. Church or summer camps with interior dining facilities, community centers and similar places of non-profit organizations.
20. Churches built on a permanent foundation.
21. Parks, lakes, playgrounds, pedestrian trails, walkways and similar recreational facilities.
22. Rooming House.
23. Tourist Houses that are minimum lot size of twenty-five (25) acres, fifty feet (50') from the road, and two hundred fifty feet (250') from the next nearest property line of the nearest property not under common ownership.
24. Preserves, conservation areas, wildlife areas or game refuges.
25. Off-site school athletic practice and training facilities, not open to the public and not intended to accommodate spectators.
26. Signs, as regulated in Article IX.
27. Flood control or watershed structures.
28. Emergency service facilities.
29. Railroad stations or yards.

30. Accessory buildings and structures customarily incidental to existing A-1 District permitted uses. No manufactured home shall be used for storage or as an accessory use.
31. Accessory structures customarily incidental to A-1 District permitted uses.
32. Existing cemeteries adjacent to an operating church, provided that (i) a minimum lot size of one (1) acre shall be required, and (ii) the requirements set forth in [Va. Code §57-26](#) and [§6-1](#) of this Code are satisfied.
33. Wastewater treatment facility, fewer than ten (10) connections served (For any person, including municipal corporations, that proposes to establish a sewage system, or an extension of any existing system, used for conducting or treating sewage. See requirements of [§18-25](#) of this Code).
34. Transmitting or receiving stations or towers for communication not more than fifty feet (50') in height pursuant to [Va. Code §15.2-2316.3 et seq.](#)
35. Landscape service business.

(Permitted Uses *REQUIRING SPECIAL USE PERMIT*:)

36. Public utility structures and facilities, including facilities for construction, repair service, or storage of utility equipment, excluding accessory structures as identified herein.
37. Governmental buildings and libraries.
38. Uses of a temporary nature (site plan and sign requirements are exempted) that are neither subject to the special entertainment permit issued pursuant to [§3-6 et seq.](#) of this Code, nor otherwise exempt under applicable law.
39. Fairgrounds and similar facilities.
40. Recreation resorts, campgrounds and similar uses subject to the following:
 - i. Each recreation resort use shall occupy a site not less than five acres.
 - ii. No less than ten (10) percent of the gross site area shall be devoted to recreational area, child play areas, swimming pools, etc.
 - iii. Camping area shall contain no less than two thousand square feet (2,000 ft.²) per camping unit and the maximum density of campsites or camping units shall not exceed fifteen (15) per gross acre.
 - iv. Any camping area or camping unit shall be occupied by the day or week only and shall not be utilized as a permanent, year-round residence.

- v. All other uses customarily incidental to the operation of a resort camping area shall be permitted provided such facilities are intended primarily for the use and service of those people staying at the campground.
- vi. The Zoning Administrator shall insure compliance with these requirements prior to issuance of a Zoning Permit as described in [§22-31](#) of this Code.
- 41. Extraction of sand, gravel and rock.
- 42. Schools, public, private, or parochial.
- 43. Cemeteries.
- 44. Clubs, lodges, country clubs, swimming and/or tennis clubs, hunting and fishing clubs, golf courses and golf driving ranges.
- 45. Recreation, amusement and entertainment enterprises, outside a building, for profit, and not otherwise listed.
- 46. Automobile graveyard or junkyard, if screened from view as required by [§15-48 et seq.](#) of this Code.
- 47. Automobile, truck and equipment sales, assembling, painting, upholstering, rebuilding, reconditioning and body and fender work establishments.
- 48. Airports, heliports and private landing areas.
- 49. Transmitting or receiving stations or towers for communication.
- 49. Livestock sales and/or auction markets or slaughterhouses.
- 50. Outdoor theaters.
- 51. Truck stops.
- 52. Adult day center.
- 53. Assisted living facility.
- 54. Shooting ranges or sport shooting ranges, whether operated indoors or outdoors, provided i. the applicant satisfactorily demonstrates that proper design and supervision are present to ensure public safety, ii. that the range shall not operate or be used between the hours of 10:00 p.m. to 6:00 a.m., and iii. that the operation and use of the range shall be in compliance with all ordinances relating to noise control in effect at the time the construction or

operation of the range initially was approved, or at the time any application was submitted for the construction or operation of the range, whichever is earliest.

55. Time-share or similar use.
56. Storage of sewage sludge, expressly subject to the requirements of [§13-28](#) of this Code and [§22-4.3](#) of this Code and of [Va. Code §62.1-44.19:3\(R\)](#), and such other applicable County, Federal, and State statutes, ordinances, and regulations as may be adopted from time to time. *However*, a special use permit shall not be required to begin the storage of sewage sludge on property in an Agricultural (A-1) zoning district as long as such sewage sludge is being stored (i) solely for land application on the farm on which the storage facility is located *and* (ii) for a period no longer than forty-five (45) days.
57. Towing and recovery of automobiles.
58. Children's residential facilities.
59. Crisis Centers.
60. Museums, art galleries, cultural centers.
61. Commercial sawmills.
62. Pallet assembly operations.
63. Automobile and equipment repair shops.
64. Automobile service stations.
65. Production of livestock and poultry products, including dairy products, eggs, meat, fur, and honey for commercial purposes and not otherwise permitted by right.
65. Tourist House not more than a minimum lot size of twenty-five (25) acres, fifty feet (50') from the road, and two hundred fifty feet (250') from the next nearest property line of the nearest property not under common ownership.
66. Dormitory, primary use on property.
67. Flea market or swap meet.
68. Wastewater treatment facility, ten (10) or more connections served (For any person, including municipal corporations, that proposes to establish a sewage system, or an extension of any existing system, used for conducting or treating sewage. See requirements of [§18-25](#) of this Code).
69. Wastewater treatment facility, accessory to permitted use

70. Water treatment plant, publicly owned
71. Solar energy projects.
72. Pet cemeteries.
73. Bulk storage and sale of mulch, gravel, rock, sand, soil, and other similar landscaping materials.
74. Salvage dealers.
75. Vehicle removal operators.

B. **Minimum lot requirements.** The minimum lot requirements in a district zoned A-1 shall be as follows:

1. Minimum lot area. The minimum lot area shall be one and a half (1.5) acres, except for family single lot divisions for which the minimum lot area of any newly-created lot shall be one (1) acre, provided the residue area maintains the minimum lot area of one and a half (1.5) acres.

2. Lot width. The minimum lot width shall be one hundred and fifty feet (150') at the front lot line, with the exception of (i) lots abutting on a cul-de-sac which shall be subject to the requirements of [§21-13](#) of this Code, and (ii) flag lots which shall be subject to the following requirements: (a) the front lot line and frontage requirements of the elongated strip of land ("pole") providing access to the street shall meet the requirements of [§21-13](#) of this Code; and (b) the minimum lot width, as measured at the top of the elongated strip of land ("pole") opposite the front lot line, shall be at least one hundred and fifty feet (150').

3. Yard requirements. The minimum front setback requirement for all structures shall be fifty (50) feet; however, *for flag lots* the fifty foot (50') minimum front setback requirement shall apply to the "pole" or elongated strip of land connecting the lot to a street or other means of ingress/egress, and a minimum front setback requirement of twenty-five feet (25') shall apply to the remainder of the front lot line of a flag lot. The minimum front setback for new additions or modifications to buildings and structures existing as of October 6, 1997 and nonconforming due to the front setback requirement shall be twenty-five feet (25'). The minimum rear yard setback requirement for all uses shall be twenty-five feet (25') and the side yard setback shall be fifteen feet (15'), except as excluded herein. Provided, however, that on undivided parcels, each dwelling and/or manufactured home shall be so situated on the lot and so separated from each other such that if the lot or parcel of land is ever divided, no substandard lots, deficient setbacks, or nonconforming buildings are created.

4. Height limitation. There is no maximum height limitation in this district, except where airport district height limitations may apply.

C. **Setbacks for Accessory Buildings.** Detached accessory buildings which are customarily incidental to use in an A-1 District shall comply with the front setback lines of the district and have rear and side lot line setbacks of not less than five feet (5').

D. **Requirements for Accessory Structures.** Detached accessory structures which are customarily incidental to use in an A-1 District shall:

1. The minimum front setback for Accessory Structures shall be fifty feet (50') from the front lot line.
2. Shall have rear and side lot line setbacks of not less than five feet (5').
3. Ornamental, horticultural, general agricultural uses as regulated in [§22-31](#) of this Code, identification, ingress/egress, docks and dock houses, illumination sources, postal service and similar structures which shall not be subject to setback or yard requirements set forth herein; and

E. **Production agriculture or silviculture activity permitted.** Nothing in this Code shall require that a *special exception or special use permit* be obtained for any production agriculture or silviculture activity in an area that is zoned as an agricultural district or classification. For the purposes of this section, production agriculture and silviculture is the bona fide production or harvesting of agricultural products as defined in [Va. Code §3.2-6400](#), including silviculture products but shall not include the processing of agricultural or silviculture products or the above ground application or storage of sewage sludge, or the storage or disposal of nonagricultural excavation material, waste and debris if the excavation material, waste and debris are not generated on the farm, subject to the provisions of the Virginia Waste Management Act. However, land used for agriculture or silviculture activity within an agricultural district is subject to setback requirements, minimum area requirements, and other requirements prescribed by the County.

F. **Licensed farm wineries, limited breweries, and limited distilleries permitted.** Nothing in this Code shall restrict the usual and customary activities and events at licensed farm wineries, limited breweries, or limited distilleries unless there is a substantial impact on the health, safety, or welfare of the public pursuant to [Va. Code §15.2-2288.3 et seq.](#) See [§22-31\(A\)](#) of this code for exemptions.

G. **Use of recreational vehicle or recreational camper for temporary residence permitted while constructing primary residence in A-1 zone; limitations.** Notwithstanding other provisions of this Code, one recreational vehicle or recreational camper, as defined in [§22-2](#) of this Code, may be used as a temporary residence in an A-1 zone, subject to the following conditions:

1. The recreational vehicle or recreational camper shall be located on the same lot on which the primary residence is being constructed;
2. Such temporary residential use shall be allowed for a period not to exceed six (6) months;

3. The recreational vehicle or recreational camper must be operable and have a current state inspection sticker and licenses or be marked as a rental unit from a rental agency, insurance company or governmental entity;
4. There shall be no delinquent personal property taxes owed on the recreational vehicle or recreational camper;
5. The recreational vehicle or recreational camper shall have available onboard electrical service, plumbing, and waste management facilities;
6. Proper building, water, and septic permits have been issued for the building site; and
7. The building site, whereupon the recreational vehicle or recreational camper is temporarily situated, shall be hooked up to a permanent permitted water supply, a permanent permitted waste disposal system, and a permitted temporary electrical power source.

For state law authority, see [Va. Code §15.2-2283](#), [§15.2-2288.1](#), [§15.2-2290](#), [§15.2-2247](#), [§15.2-2288](#), and [§15.2-2288.3](#). See also [Va. Code §3.2-301](#). For state law authority regarding cemeteries, see [Va. Code §57-26](#).

Editor's note: Pursuant to [Va. Code §15.2-2290](#), the County may, in order to provide for the general purposes of zoning ordinances, adopt uniform standards, so long as they apply to all residential structures erected within the A-1 or equivalent zoning district. Such standards shall *not* have the effect of excluding manufactured housing. However, it should be noted that local zoning ordinances adopting provisions consistent with [Va. Code §15.2-2290](#) shall *not* relieve lots or parcels from the obligations relating to manufactured housing units imposed by the terms of a restrictive covenant.

Cross references: For provisions regarding family single lot divisions, see [§21-23](#) of this Code. For standards applicable to telecommunication antennas and towers, see [§22-17.10 et seq.](#) of this Code. For provisions of Right to Farm Act, see [Va. Code §3.2-300 et seq.](#) For development standards for intensive agricultural facilities, see [§22-16.01 et seq.](#) of this Code. For requirement of zoning *permit* for intensive agricultural activities, see [§22-16.02\(B\)](#) and [§22-31](#) of this Code.

Cross-reference regarding storage of sewage sludge: For provisions requiring compliance with all applicable Federal, State, and local statutes, ordinances, and regulations prior to application to State Health Department or Department of Environmental Quality for permit, variance, or permit modification to authorize storage of sewage sludge, and, especially for provisions requiring certification by Board of Supervisors of Campbell County as to whether or not a proposed site for storage of sewage sludge is consistent with all applicable local ordinances, see [§13-28\(A\)](#) of this Code.

Caveat: *The Board of Supervisors shall confirm or deny such consistency within thirty (30) days of receiving a request for certification. If the Board of Supervisors does not so respond, the site shall be deemed consistent.*

ARTICLE VII-A. DEVELOPMENT STANDARDS FOR INTENSIVE AGRICULTURAL FACILITIES.

Sec. 22-16.01. Purpose of article; findings.

The Board of Supervisors of Campbell County, Virginia, recognizes that normal operation of some agricultural and forestal uses produces noise, odors, and other effects, and that a certain level of tolerance for these effects is to be expected of those who choose to live in a district where such uses are intended. However, the Board also finds that intensive agricultural facilities, commonly known as confinement operations in which large numbers of animals or fowl are confined to a relatively small space, when not subject to appropriate regulations, may produce offensive odors and noise, and may provide conditions conducive to the spread of flies, rats, and other vermin, and may contaminate ground and surface waters. Therefore, the Board of Supervisors deems it necessary to promulgate development standards for intensive agricultural facilities in order to provide for the orderly development of such uses at appropriate locations and to protect the health, safety and welfare of the citizens of Campbell County. Such standards shall include, but not be limited to, setback requirements, minimum area requirements, and such other requirements as the Board may adopt from time to time to protect the health, safety, and general welfare of its citizens.

Accordingly, it is the intent of this article of the Campbell County Zoning Ordinance to encourage economic development and to preserve farmland by providing for the continued security of Campbell County's agricultural sector by encouraging the orderly and responsible growth of its dairy, livestock, poultry, and swine industry, while protecting the public health, safety, and welfare and preserving the environment.

For state law authority, see [Va. Code §15.2-1200](#), [Va. Code §15.2-2283](#) and [§15.2-2288](#), [Va. Code §3.2-301](#), [Va. Code §62.1-44.17:1](#), [§62.1-44.17:1.1](#), and [Va. Code §3.2-6544](#).

Sec. 22-16.02. Applicability.

A. **General agriculture or general production agriculture**, as defined in this article, that is undertaken in accordance with the provisions of [§22-16](#) of this Code and in compliance with other local, state, and federal laws and regulations shall be a use of right within an A-1, Agricultural District in Campbell County. Such general agricultural activities shall be subject to setback requirements, minimum area requirements, and other requirements prescribed in [§22-16](#) of this Code. However, pursuant to [§22-31\(A\)\(1\)](#) of this Code, a zoning permit shall *not* be required for such general agricultural activities.

B. **Intensive agriculture**, as defined in this article, that is undertaken in accordance with the development standards prescribed in this article and in compliance with other local, state, and federal laws and regulations shall be a use of right within an A-1, Agricultural District in Campbell County. Such intensive agricultural activities shall be subject to setback requirements, minimum area requirements, and other requirements prescribed in this article. In addition, in accordance with the exclusionary language of [§22-31\(A\)\(1\)](#) of this Code and the stated purpose and intent of this article, a

zoning permit *shall* be required for such intensive agricultural activities in order to effectively protect the health, safety, and general welfare of the citizens of Campbell County.

C. Nothing contained within this Chapter shall be construed as requiring that a special exception or special use permit be obtained for the small-scale conversion of biomass if: (i) at least 50 percent of the feedstock is produced either on site or by the owner of the conversion equipment; (ii) any structure used for the processing of the feedstock into energy occupies less than four thousand square feet (4,000 ft.²), not including the space required for storage of feedstock; and (iii) the owner of the farm notifies the County Administrator in which the processing occurs. Such small-scale conversion of biomass shall be subject to setback requirements, minimum area requirements, and other requirements prescribed in [§22-16](#) of this Code. “Biomass” means agricultural-related materials including vineyard, grain or crop residues; straws; aquatic plants; and crops and trees planted for energy production. “Small-scale conversion of biomass” means the conversion of any renewable biomass into heat, power, or biofuels.

For state law authority, see [Va. Code §15.2-2288](#), [Va. Code §3.2-301](#), and [Va. Code §15.2-2288.01](#). See also [Va. Code §62.1-44.17:1](#), especially subsection (C)(3).

Editor’s note: [Va. Code §15.2-2288](#) and [Va. Code §3.2-301](#) prohibit counties from requiring a special exception or special use permit for any production agriculture or silviculture activity in an area that is zoned as an agricultural district, but authorize counties to adopt setback requirements, minimum area requirements, and other requirements. For the purposes of those sections, “production agriculture or silviculture means the bona fide production or harvesting of agricultural products as defined in [Va. Code §3.2-6400](#), including silvicultural products but shall not include the processing of agricultural or silvicultural products or the above ground application or storage of sewage sludge, or the storage or disposal of nonagricultural excavation material, waste and debris if the excavation material, waste and debris are not generated on the farm, subject to the provisions of the Virginia Waste Management Act.” Furthermore, those sections provide that “No county, city, or town shall enact zoning ordinances which would unreasonably restrict or regulate farm structures or farming and forestry practices in an agricultural district or classification unless such restrictions bear a relationship to the health, safety and general welfare of its citizens.”

[Va. Code §3.2-300](#), for purposes of limiting the circumstances under which agricultural operations may be deemed to be a nuisance, defines “agricultural operation” broadly so as to include “any operation devoted to the bona fide production of crops, or animals, or fowl, including but not limited to the production of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery and floral products; and the production and harvest of products from silviculture activity,” and [Va. Code §3.2-302\(A\)](#) provides that no agricultural operation shall be deemed “a nuisance, private or public, if such operations are conducted in substantial compliance with any applicable best management practices in use by the operation at the time of the alleged nuisance and with existing laws and regulations of the Commonwealth.” This statutory protection does not apply whenever a “nuisance results from the negligent or improper operation of any such agricultural operation or its appurtenances.”

Sec. 22-16.03 Definitions.

As used in this article unless the context requires a different meaning:

“Accessory structures” or **“accessory uses”** shall mean all uses or structures associated with intensive agricultural facility including but not limited to litter storage sites, incinerators, manure storage sites, manure disposal pits or lagoons, and/or disposal pits, or cold storage chests used for the collection of dead animals. Ordinary and customary uses and structures such as silos, garages, and workshops customarily associated with non-intensive agriculture shall not for the purposes of this article be deemed accessory structures or accessory uses.

“Agricultural animals” means all livestock and poultry as defined herein.

“Animal unit” means a unit of measurement for general and intensive livestock and poultry operations used to determine the total number of particular animal types or combinations of animal types which have been, are, or will be fed, confined, maintained, or stabled in an animal feeding operation. An animal unit is approximately equivalent to one thousand (1,000) pounds of live animal weight. The following scale and chart, which shall be deemed to be an integral part of this ordinance, will be used to calculate total animal units:

**Scale for Calculation of Animal Units and
Chart of Equivalents of 300 Animal Units (200 for poultry)**

Animal Type	Multiplier	Equivalent Animal Units
(a) Slaughter cattle	each multiplied by 1.00	300
(b) Feeder cattle	each multiplied by 1.00	300
(c) Milking dairy cows	each multiplied by 1.50	200
(d) Young dairy stock	each multiplied by 0.60	500
(e) Swine, breeding stock	each multiplied by 0.40	750
(f) Swine, finishing hog over 55 pounds	each multiplied by 0.15	2,000
(g) Swine, piglets under 55 pounds	each multiplied by 0.03	10,000
(h) Sheep, lambs, and goats	each multiplied by 0.25	1,200
(i) Horses	each multiplied by 2.00	150
(j) Turkeys	each multiplied by 0.02	10,000
(k) Laying hens and broilers	each multiplied by 0.01	20,000

(l) Veal calves	each multiplied by 0.08	3,750
(m) Other animals not listed above	to be determined case by case *	*

* Classification of other animals not listed above shall be determined by the Campbell County Zoning Administrator upon consultation with the Soil and Water Conservation District Official and/or other appropriate official, based upon identified criteria which may include, but not be limited to, size of the animal, behavioral characteristics, feeding habits.

“Buffering” or “screening” shall include the meaning ascribed in [§22-2\(B\)](#) of this Code.

“Confinement area” shall mean the smallest area around which one can draw a line wherein any intensive agricultural activity as hereinafter defined is being conducted.

“Dairy” or “dairy cows” means cows raised mainly for their milk; also, a facility in the business of producing milk.

“Dead livestock” or “dead poultry” means livestock or poultry, respectively, exclusive of those intentionally slaughtered, which die as a result of disease, injury, or of natural causes, upon any premises in Campbell County.

“Enclosure” means a structure used to house or restrict agricultural animals from running at large.

“Existing dwelling” for the purpose of this article, means either:

1. A structure, designed for residential use, which is occupied on the date a completed application for an intensive dairy, livestock, poultry, or swine facility, zoning permit or building permit is received by the office of the Zoning Administrator; or

2. A structure, designed for residential use, which is not occupied on the date a completed application for an intensive dairy, livestock, poultry, or swine facility zoning permit or building permit is received in said office, but which has been issued a certificate of occupancy or which has been occupied for any period of time within the one (1) year immediately preceding the date on which a completed application for an intensive dairy, livestock, poultry, or swine facility zoning permit or building permit is received by the office of the Zoning Administrator; or

3. A structure, designed for residential use, which has a current building permit on the date a completed application for an intensive dairy, livestock, poultry, or swine facility zoning permit or building permit is received by the office of the Zoning Administrator.

“Existing intensive dairy, livestock, poultry, or swine facility” (only for the purposes of determining residential setbacks in an A-1, Agricultural District, under this article), means an intensive dairy, livestock, poultry, or swine facility which is occupied or has been occupied by a commercial livestock or swine raiser, dairy or feed lot operator, poultry grower, or similar facility for any period of time within the one (1) year immediately preceding the date on which zoning approval is sought for a

dwelling, including sites or structures which are accessories to the dairy, livestock, poultry, or swine facility.

“General agriculture” or “General production agriculture” means the art or science of cultivating the ground, including the bona fide production or harvesting of agricultural or silvicultural products, the rearing and management of livestock; tillage; husbandry; farming. The term shall include farming, horticulture, aquaculture, and forestry (silviculture), but shall *not* include intensive agriculture as defined in this article, livestock markets, commercial slaughtering or processing of animals or poultry, the processing of other agricultural or silvicultural products, or the above-ground application or storage of sewage sludge, or the storage or disposal of nonagricultural excavation material, waste and debris if the excavation material, waste and debris are not generated on the farm, subject to the provisions of the Virginia Waste Management Act.

“Intensive agriculture” means the bona fide production or harvesting of agricultural or silvicultural products, the rearing and management of livestock, tillage, husbandry, farming, etc., on a more intensive basis than associated with general agricultural activities, including especially the method of land cultivation or animal husbandry whose purpose is to increase the productivity of a given area by means of an increase in the capital and labor and which results in more intensive use of agricultural land than involved in traditional agricultural practices. The term shall *not* include livestock markets, commercial slaughtering or processing of animals or poultry, the processing of other agricultural or silvicultural products, or the above-ground application or storage of sewage sludge unless specifically included under provisions of an approved nutrient management plan. For the purposes of this article, the term shall include, but not be limited to, those intensive agricultural facilities commonly known as confinement operations, and defined hereinafter as “intensive dairy facility,” “intensive livestock facility,” “intensive poultry facility,” or “intensive swine facility,” in which large numbers of animals or fowl are confined in a relatively small space:

1. ***“Intensive dairy facility”*** means a dairy operation, with accessory uses or accessory structures, including litter storage sites, manure storage sites, manure disposal pits, which at any one time has at least three hundred (300) equivalent animal units as referenced in the scale and chart above and where (i) such animals have been, are or will be stabled or confined and fed or maintained for a total of forty-five (45) days or more in any twelve (12) month period; and (ii) crops, vegetation, forage growth or post-harvest residues are not sustained on the operation of the lot or facility.

2. ***“Intensive livestock facility”*** means a livestock operation, with accessory uses or accessory structures, including litter storage sites, incinerators, manure storage sites, manure disposal pits or lagoons, and/or disposal pits, which at any one time has at least three hundred (300) equivalent animal units as referenced in the scale and chart above and where (i) such animals have been, are or will be stabled or confined and fed or maintained for a total of forty-five (45) days or more in any twelve (12) month period; and (ii) crops, vegetation, forage growth or post-harvest residues are not sustained on the operation of the lot or facility.

3. ***“Intensive poultry facility”*** means a poultry operation, with accessory uses or accessory structures, including litter storage sites, incinerators, disposal pits or cold storage chests used for collection of dead birds, which at any one time has at least two hundred (200) equivalent animal units as referenced in the scale and chart above and where (i) such animals have been, are or will be stabled or confined and fed or maintained for a total of forty-five (45) days or more in any twelve (12) month period; and (ii) crops, vegetation, forage growth or post-harvest residues are not

sustained on the operation of the lot or facility. Intensive poultry facilities shall not be permitted to maintain more than five hundred (500) equivalent animal units of poultry per facility at any time.

4. ***“Intensive swine facility”*** means a swine operation with accessory uses or accessory structures, including litter storage sites, incinerators, manure storage sites, manure disposal pits or lagoons, and/or disposal pits, which at any one time has at least three hundred (300) equivalent animal units as referenced in the scale and chart above and where (i) such animals have been are or will be stabled or confined and fed or maintained for a total of forty-five (45) days or more in any twelve (12) month period; and (ii) crops, vegetation, forage growth or post-harvest residues are not sustained on the operation of the lot or facility. Intensive swine facilities shall not be permitted to maintain more than five thousand (5,000) swine per facility at any time.

“Livestock” means all domestic or domesticated: bovine animals, including but not limited to cattle, cows, oxen; equine animals, including but not limited to horses; ovine animals, including but not limited to sheep; porcine animals, including but not limited to swine, hogs, finishing or slaughter hogs, pigs, feeder pigs, and piglets; cervidae animals, including but not limited to reindeer, etc.; caprae animals, including but not limited to goats; animals of the genus Lama or Vicugna, including but not limited to llamas; ratites, including but not limited to ostriches, emus, etc.; fish or shellfish in aquaculture facilities, as defined in [Va. Code §3.2-2600](#); enclosed domesticated rabbits or hares raised for human food or fiber; or any other animal specifically raised for food or fiber, except companion animals. “Livestock” shall be deemed to include dairy cows and swine unless the context clearly requires otherwise.

“Parcel of land” means a measured portion of real estate separated from other portions of land by a metes and bounds description or described as a separate, discrete tract of land in an instrument of conveyance or devise and recorded in the Office of the Clerk of the Circuit Court of Campbell County. However, contiguous parcels of land which are owned by producers as defined in this section or are under common ownership or control shall be considered a single parcel of land for the purposes of this section.

“Poultry” includes all domestic or domesticated chickens, ducks, turkeys, geese or other fowl being raised or kept on any premises in Campbell County, including gamebirds lawfully raised in captivity.

“Premises” means the entire tract of land including, but not limited to, any buildings thereon, its grounds and other appurtenances, owned, leased, or used by any person for intensive agricultural activity.

“Processing” or “to process” means to change the physical form or characteristics of products of intensive agricultural activity by slaughtering, dressing, butchering, freezing, dehydrating, smoking, curing, canning, or otherwise, except for personal consumption or use.

“Producer” means a person, firm, corporation, association, or cooperative who or which is engaged in intensive agricultural activity as an owner or operator of an intensive livestock, dairy, or poultry facility within Campbell County. The term shall include **livestock raisers, dairy owners and operators, and poultry growers**.

“Property Line” means, for the purposes of this article, the perimeter around the parcel of land upon which the producer’s intensive livestock facility is located.

“Structure” means any building, structure, installation, storage container, or storage site used in the operations of an intensive livestock, dairy, or poultry facility, including, but not limited to, litter storage sites, incinerators, manure storage sites, poultry houses, poultry disposal pits, dead poultry cold storage chests, etc.

“Swine” means all porcine animals, including but not limited to swine, hogs, finishing or slaughter hogs, pigs, feeder pigs, piglets, etc. For the purposes of this article the term “piglet” shall include swine weighing under 55 pounds and the term “finishing hog” shall include swine weighing more than 55 pounds.

For state law basis for definitions, see [Va. Code §3.2-300](#), [Va. Code §62.1-44.17:1](#), [§62.1-44.17:1.1](#), [Va. Code §3.2-6024](#), [Va. Code §3.2-2000](#), [Va. Code §3.2-1300](#), [Va. Code §3.2-5900](#), [Va. Code §3.2-6500](#), [Va. Code §15.2-2288](#), and [Va. Code §33.2-804](#).

Sec. 22-16.04. Acreage requirements.

A. The minimum contiguous acreage requirements on which any new intensive dairy facility may be established or maintained shall be the larger of either the number of acres required by the nutrient management plan or a minimum of one hundred (100) acres per three hundred (300) animal units, or portion thereof, provided that all other requirements of this article are met.

B. The minimum contiguous acreage requirements on which any new intensive livestock or intensive swine facility may be established or maintained shall be the larger of either the number of acres required by the nutrient management plan or a minimum of one hundred (100) acres per three hundred (300) animal units, or portion thereof, provided that all other requirements of this article are met.

C. The minimum contiguous acreage requirements on which any new intensive poultry facility may be established or maintained shall be the larger of either the number of acres required by the nutrient management plan or a minimum of fifty (50) acres per two hundred (200) animal units, or portion thereof, provided that all other requirements of this article are met.

D. Existing intensive dairy, livestock, poultry, or swine facilities in use as of the effective date of this article which do not have sufficient acres, as required above, shall be considered non-conforming uses and may continue in operation so long as the facility is not abandoned for a period of twelve (12) consecutive months and there is no diminution in the size of the parcel of land containing the intensive dairy, livestock, poultry, or swine facility.

E. Application for a variance, as defined in [§22-2\(B\)](#) of this Code, from the acreage requirements prescribed above may be made in accordance with the procedure set forth in [§22-27](#) of this Code. No such variance shall be authorized except after notice and hearing in accordance with [Va. Code §15.2-2204](#). Notwithstanding other provisions of this chapter, in no event shall the Zoning Administrator grant a variance from the acreage requirements of this section.

F. Two or more intensive dairy, livestock, poultry, or swine facilities, in any combination, **under common ownership or control** are considered to be a *single* intensive operation if they adjoin each other or if they use a common area or system for the disposal of liquid waste.

For state law authority, see [Va. Code §62.1-44.17:1](#).

Sec. 22-16.05. Setback requirements.

A. Any new intensive dairy, livestock, poultry, or swine facility confinement area shall be located in accordance with the following minimum setback requirements:

Minimum Required Setbacks (measured in feet)	Dairy	Livestock	Poultry	Swine
(1) From any property line	250	250	500	1,000
(2) From any existing dwelling in an A-1 district	300	300	1,000	2,500
(3) From any existing structure in an adjoining District Zoned Business (B) or Industrial (I)	300	300	1,000	2,500
(4) From an incorporated town	1,000	1,000	2,000	5,000
(5) From a Residentially Zoned District	500	500	2,000	5,000
(6) From public or private schools, churches; county, town, or community recreation areas; public or private campgrounds, summer camp facilities, retreat centers, etc.	1,000	1,000	2,000	5,000
(7) From public wells, public springs and public water intakes.	1,000	1,000	2,000	5,000
(8) From “blue line” * streams and rivers	250	250	2,000	3,000
(9) From public roads or public street	250	250	1,000	2,500
(10) Portions of a River designated as a Scenic River	1,000	1,000	2,000	5,000

For the purposes of this article, “blue line” streams and rivers shall be deemed to mean those streams and rivers indicated in blue on the official map of the U. S. Geological Survey 1993 Edition Topographic Map No. 37079-C1-CF-050,1:50,000 Scale of Campbell County and the City of Lynchburg.

B. The setbacks prescribed above shall apply to all accessory uses or accessory structures associated with the intensive agricultural facility including, but not limited to, litter storage sites, incinerators, manure storage sites, manure disposal pits or lagoons, and/or disposal pits or cold storage chests or other means used for the collection and/or disposal of dead animals and/or their wastes.

C. Existing intensive dairy, livestock, poultry, or swine facilities in use as of the effective date of this article which do not meet the prescribed setback requirements, as required above, shall be considered non-conforming uses and may continue in operation so long as the facility is not abandoned for a period of twelve (12) consecutive months and there is no diminution in the size of the parcel of land containing the intensive dairy, livestock, poultry, or swine facility.

D. Application for a variance, as defined in [§22-2\(B\)](#) of this Code, from the setback requirements prescribed above may be made in accordance with the procedure set forth in [§22-27](#) of this Code. No such variance shall be authorized except after notice and hearing in accordance with [Va. Code §15.2-2204](#). Notwithstanding other provisions of this chapter, in no event shall the Zoning Administrator grant a variance from the setback requirements of this section.

For state law authority, see [Va. Code §62.1-44.17:1](#), especially at subsection (E)(3). See also [Va. Code §15.2-1200](#) generally.

Editor's note: Pursuant to the August 15, 2005 amendments to [§22-12 et seq.](#) and [§22-14 et seq.](#) of this Code in which the zoning provisions concerning Business Districts and Industrial Districts were revised, the former reference to "in an adjoining District Zoned B-1 or M-1" in item (3) in the chart at subsection (A) of this section has been replaced editorially by a reference to "in an adjoining District Zoned Business (B) or Industrial (I)" in order to conform the reference to the cited amendments.

Sec. 22-16.06. Buffering or screening requirements.

A. Any new intensive dairy, livestock, poultry, or swine facility established after the effective date of this article shall provide for buffering and/or screening along the perimeter of the confinement area upon which the intensive agricultural facility, or any of its appurtenances, is located. The buffer or screen may incorporate existing mature tree growth, natural land forms on the perimeter of the premises, or other natural or man-made materials that effectively reduce visibility of the facility and dissipate the noise from support buildings or structures from adjacent properties.

B. The standard buffer shall consist of a landscaped strip of land at least ten feet (10') wide at or outside the perimeter of the confinement area. In determining the sufficiency of the buffering and/or screening proposed or provided, the Zoning Administrator shall consider the following factors:

1. The proximity to residential structures and residential district boundaries;
2. The nature of the uses on adjacent and nearby property;

3. The surrounding topography;
4. The surrounding tree coverage and foliage, and whether such foliage is evergreen or deciduous; which tree coverage must be calculated to be six feet (6') in height within two years, at a minimum.
5. The means of ingress and egress to and from the premises;
6. The usual direction of the prevailing winds in the area; and
7. Other factors peculiar to the location of the facility.

C. The buffering and/or screening requirements above shall apply to all accessory uses or accessory structures associated with the intensive dairy, livestock, poultry, or swine facility, including, but not limited to, litter storage sites, incinerators, manure storage sites, manure disposal pits and/or disposal pits or cold storage chests for the collection of dead animals.

D. Buffering and/or screening on or around the perimeter of the premises of an intensive dairy, livestock, poultry, or swine facility shall not be deemed a substitute, in whole or in part, for the setback requirements prescribed by this article.

E. Existing intensive dairy, livestock, poultry, or swine facilities in use as of the effective date of this article which do not meet the prescribed buffering or screening requirements, as required above, shall be considered non-conforming uses and may continue in operation so long as the facility is not abandoned for a period of twelve (12) consecutive months and there is no diminution in the size of the parcel of land containing the intensive dairy, livestock, poultry, or swine facility.

F. Application for a variance, as defined in [§22-2\(B\)](#) of this Code, from the buffering and screening requirements prescribed above may be made in accordance with the procedure set forth in [§22-27](#) of this Code. No such variance shall be authorized except after notice and hearing in accordance with [Va. Code §15.2-2204](#). Notwithstanding other provisions of this chapter, in no event shall the Zoning Administrator grant a variance from the buffering and screening requirements of this section.

Sec. 22-16.07. Strict compliance required.

All intensive agricultural facilities, especially intensive dairy, livestock, poultry, and swine facilities, shall be operated in compliance with the requirements of this article and other applicable local, state, and federal laws and regulations, particularly those provisions requiring that areas wherein livestock, swine, or poultry are repeatedly assembled and which may harbor diseases of livestock, swine, or poultry shall be maintained in a sanitary condition and those provisions requiring the proper disposal of dead poultry, dead livestock, and dead swine. All such requirements shall be strictly construed and enforced in order to preserve and protect the health, safety, and general welfare of the citizens of Campbell County and to protect the livestock, poultry, and swine in the County against unsanitary conditions which may encourage the development and spread of contagious and infectious diseases among livestock, poultry, and swine and then to other animals and humans.

No parcel of land upon which an intensive agricultural facility is located shall be subdivided, conveyed or otherwise alienated when the result of such subdivision, conveyance or other alienation would create a parcel of land that is smaller than the minimum acreage required for the permitted intensive agricultural facility use and/or which thereafter does not meet the setbacks required by this Code.

For state law authority, see [Va. Code §15.2-1200](#); [Va. Code §3.2-5200 et seq.](#), [Va. Code §3.2-5900 et seq.](#), especially [§3.2-6012](#), and [§3.2-6025](#). See also [Va. Code §18.2-510](#).

Editor's note: Section §4-3.1 of the Campbell County Code of 1988, adopted by the Board of Supervisors pursuant to [Va. Code §18.2-510](#), requires the owner of any animal or grown fowl which has died to have its body cremated or buried. Violation of this ordinance is punishable as a Class 4 misdemeanor. See also [Va. Code §3.2-6025](#) and [§3.2-6026](#) regarding state law requiring proper disposal of dead poultry.

Cross references: For other state laws applicable to livestock (including swine) and poultry, see [Va. Code §3.2-5900 et seq.](#), especially [§3.2-6012](#), and [Va. Code §3.2-6032](#).

Sec. 22-16.08. Replacement and reconfiguration of non-conforming dairy, livestock, poultry, or swine facilities.

Notwithstanding the provisions of [§22-7](#), [§22-7.1](#) and [§22-8](#) of this Code, replacement or reconfiguration of existing intensive dairy, livestock, poultry, and swine facilities in operation as of the effective date of this article, but which do not meet the requirements of this article, may be permitted provided that:

- A. There is no increase in the square footage outside the scope of the original development plan in effect on the date of adoption devoted to the intensive dairy, livestock, poultry, or swine operation or facility on the parcel; and
- B. Replacement facilities or the reconfiguration of existing facilities shall not encroach upon any setbacks required under this article to a greater extent than the facilities being replaced; and
- C. A nutrient management plan is obtained as provided for in this article; and
- D. It is the intent of this ordinance to allow any existing intensive livestock operation to continue to exist after enactment and to allow the number of animal units to expand to the originally designed capacity.

Sec. 22-16.09. Plat required.

Each application for an intensive dairy, livestock, poultry, or swine facility shall be accompanied by a plat of the entire confinement area, with location of the proposed facility, prepared by a certified land surveyor or licensed professional engineer, certifying that the proposed intensive dairy, livestock, poultry, or swine facility meets all applicable acreage and setback requirements of this article. This plat shall also show the direction and distances to nearest residences, adjoining

zoning districts, public and private schools, recreation areas, public wells, public springs, and water intakes, etc., “blue line” streams and rivers as indicated on the official maps of the U. S. Geological Survey and which generally denote streams and rivers which flow continuously under normal conditions, Scenic Rivers, etc. listed in this article. The plat shall also indicate location and composition of required buffering and/or screening and, when practicable, the approximate dimensions of same. For the purpose of this section a certification by the certified land surveyor or licensed professional engineer of acreage and setback requirements will not require actual survey but may be done by reference to U. S. Geological Survey maps. Minimum setbacks shall be as specified and applicable under the provisions of [§22-16.05](#) of this Code.

Sec. 22-16.010. Intensive dairy, livestock, poultry, or swine facility development plans to be filed; contents; effects of approval.

A. In the A-1 Agricultural District, an intensive livestock or swine raiser, intensive dairy or feed lot operator, intensive poultry grower, or such potential raiser, operator, or grower, shall file with the Zoning Administrator a development plan which indicates the number, size and location of intensive dairy, livestock, poultry, or swine facilities planned for the subject parcel. When such development plan is approved and filed with the Zoning Administrator and during the period in which it remains in effect, the planned facilities shall be obliged to meet setbacks only from those dwellings and uses existing at the time the development plan is filed.

B. The development plan shall be based on the requirements of this article and shall be accompanied by a plat pursuant to [§22-16.09](#) of this Code verifying the accuracy of the distances shown in the development plan and containing all of the data required on plats hereinabove required.

C. The development plan shall remain in force only so long as the facilities proposed are constructed in accordance with the development plan and are placed in service in a timely manner, in accordance with the time frames stated in the development plan.

D. The raiser, operator, or grower shall notify the Zoning Administrator in writing within thirty (30) days of placement into service of any facilities indicated in his development plan.

E. Each parcel for which a development plan has been approved by the Zoning Administrator shall display at its entrance a sign no smaller than two square feet (2 ft.²), or larger than four square feet (4 ft.²), clearly visible from the nearest roadway, indicating that a development plan is in effect for the parcel and containing the words “Certified _____ Development Site.”

Sec. 22-16.010:1. Agreement for long term maintenance of facilities

Security for performance is a condition precedent to approval of any development plan hereunder. The raiser, operator or grower of the facility and the owner of the land upon which the facility is proposed to be located shall enter into a legally binding agreement with the Board of Supervisors of Campbell County establishing the maintenance requirements of the facility, detailing the owner’s, raiser’s, operator’s, and grower’s responsibilities for long term maintenance of the facility, identifying any other person responsible for performing such maintenance, and specifying such other requirements as may be adopted from time to time, by the Board of Supervisors. The agreement shall be acceptable in form and in content to the County Attorney and, upon execution by

necessary parties, shall be duly recorded among the land records of the Clerk's Office of the Circuit Court of Campbell County, Virginia and shall constitute a covenant running with the land.

The foregoing provisions of this section shall not apply to closed subsurface disposal systems.

Sec. 22-16.011. Nutrient management plan required.

A. After the effective date of this article, no intensive dairy, livestock, poultry, or swine facility shall commence operation until a nutrient management plan, if required by the Commonwealth of Virginia, for the proposed facility has been reviewed and approved by the Virginia Department of Conservation and Recreation, the Virginia Department of Environmental Quality, and/or other required agencies, or by a person certified or employed by the Commonwealth as a nutrient management planner. A copy of the approved nutrient management plan shall be filed with the Zoning Administrator of Campbell County.

B. Each intensive dairy, livestock, poultry, or swine facility already in operation in Campbell County or approved by the County prior to the effective date of this article shall have an approved nutrient management plan, if required by the Commonwealth of Virginia. A copy of the approved nutrient management plan shall be filed with the Zoning Administrator of Campbell County.

C. After two (2) years from the effective date of this article, no facility subject to this article shall operate without an approved nutrient management plan.

D. Nutrient management plans shall be subject to review and updating by the above-cited appropriate state agencies or qualified persons at regular intervals and/or at such time as additional area devoted to intensive raising or housing of dairy cows, livestock, poultry, or swine, litter storage, manure storage, composting of dead birds or other activity which would increase nutrient output of the facility is placed into service on the same parcel, whichever shall occur first. A copy of the approved updated nutrient management plan shall be filed with the Zoning Administrator of Campbell County.

For state law requiring general permit and other permits for confined animal feeding operations, see [Va. Code §62.1-44.17:1](#); see especially subsection (C)(3) therein. For state law regarding poultry waste management program, see [Va. Code §62.1-44.17:1.1](#).

Cross-reference: For Virginia Freedom of Information Act, see [Va. Code §2.2-3700 et seq.](#)

Sec. 22-16.012. Severability.

If any part, section, subsection, sentence, clause, or phrase in this article is for any reason declared to be unconstitutional or invalid, by the valid final judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the validity of the

SOIL MAP

