

# CLARKE COUNTY

## Conservation Easement Authority

THURSDAY – 15 OCTOBER 2015 - 10:00 AM

A/B Conference Room, 2<sup>nd</sup> Floor Government Center

### AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes of the meeting of 17 September 2015
4. Bank Account Report Balance as of

31 August 2015	\$108,587.19	Bank of Clarke County
+ Donations	<u>\$ 827.22</u>	
Balance as of September 30, 2015	\$109,414.41	
5. Stewardship Fund – balance as of

30 September 2015	\$72,709.50	Bank of Clarke County
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6. Campaign for the Authority – see attached report
7. Discussion – Susan Molden barn siting
8. Easement Donation/Purchase
  - a. George Greenhalgh – DUR purchase
  - b. Cool Spring Farm, LLC – grant application
  - c. Tavenner – easement donation, DUR purchase
  - d. Linda Armbrust – easement donation
  - e. Susan Digges – ALE grant application
  - f. Jay Taylor – easement donation
  - g. Ken Bell – easement donation

#### Report on Applications for Easement Purchase

*Possible Closed Session to discuss real estate*

*Motion to go into Closed Session pursuant to Section 2.2-3711-A3 of the Code of Virginia, as amended, to discuss the Acquisition or Sale of Property and Section 2.2-3711(A)(7) for consultation with legal counsel regarding specific legal matters requiring the providing of legal advice.*

9. Adjournment - next meeting – Thursday November 19<sup>th</sup> 10 am

**CLARKE COUNTY**  
**Conservation Easement Authority**  
**draft Minutes – 17 September 2015 draft**

A regular meeting of the Conservation Easement Authority was held at 10:00 am on Thursday, 17 September 2015, in the A/B Conference Room, 2<sup>nd</sup> Floor Government Center.

**Present:** R. Buckley, G. Ohrstrom, W. Thomas, L. Wallace, M. Hobert, P. Engel  
**Absent:** M. Jones  
**Staff:** A. Teetor, B. Stidham  
**Others Present** Robin Couch Cardillo, Carolyn Sedgewick, PEC  
**Call to Order :** Mr. Buckley, Chair, called the meeting to order at 10:00 a.m.

**Agenda** On motion of Ms. Wallace, seconded by Ms. Thomas, the Authority unanimously approved the agenda.

**Minutes** On motion of Ms. Wallace, seconded by Ms. Thomas, the Authority unanimously voted to approve the minutes of August 20, 2015, with corrections.

**Bank Account:** Ms. Teetor provided an updated bank statement. The general fund balance as of August 31, 2015 is \$108,587.19. There were a total of \$1,250 donations in August. Ms. Teetor also stated that the expenditures have not been deducted from the bank account balance as the County is in a transition to new accounting software, so the actual balance is approximately \$25,000 less than reported. An accurate balance will be provided as soon as the reporting component of the software is understood.

**Stewardship Fund:** The stewardship fund has a balance of \$72,685.60 as of August 31, 2015.

**Public Relations:** Ms. Cardillo reported that donations continue to be down a little from last year, thought the number of donors is similar. She also stated that the upcoming year-end appeal is typically the largest fundraiser of the year. As for the Farmers Market, it ended up being a very rainy day and Ms. Cardillo manned the booth by herself. She stated that there were several interested persons that we should follow up with, including Betsy Pritchard and Russ McKelway. She felt that it would be better if at least one easement authority member could be present to answer questions in the future. In regards to the photo contest photos, she stated that she had spoken to personnel at the Barns who thought they could be included in the holiday art show which is showcasing local artists. In addition, Ms. Cardillo shared some cost estimates for products using the photos. On motion of Ms. Wallace, seconded by Ms. Thomas, members unanimously approved ordering 100 folded note cards at \$55. It was suggested that ordering products could be spread out over several years. Other potential products are tote bags, posters, and calendars. Ms. Cardillo and Ms. Teetor met with the high school principal and environmental teacher to discuss how students could get involved with the Authority. The idea of a scholarship was discussed and staff was asked to determine if stewardship funds could be used. Finally, Ms. Cardillo asked members for story ideas for the fall newsletter.

**Easement Donation/Purchase**

- a. **George Greenhalgh – DUR purchase** – Mr. Greenhalgh has applied to place 2 properties (Tax Map#'s 22-((A))-123 & 22-((A))-123A) in easement using the DUR purchase option. The properties are located on the west side of Ellerslie Road. The 2

parcels consist of 94 acres with 4 DURs, and 41 acres with 3 DURs, for a total of 135 acres and 7 remaining DURs. The applicant would like to retire 5 of the remaining 7 DUR's leaving 1 DUR per parcel. The application will be discussed further in closed session.

- b. **Cool Spring Farm, LLC grant application** – Ms. Teetor stated that the state grant application has been submitted and we will be notified in September if we have been approved. The federal grant application was submitted September 2<sup>nd</sup>. A site visit was conducted on July 29<sup>th</sup>.
- c. **Larry & William Tavenner – TM#'s 22-((A))-15 &15A - easement purchase DUR**  
Ms. Teetor stated that since the last meeting the Tavenner's would like the Authority to consider approval of retiring both of the remaining DUR's. A site visit was conducted on July 29<sup>th</sup>. The item will be discussed further in closed session.
- d. **Sue Ross – TM# 23-((A))-47 – easement donation** – The applicant has had the property on the market for several years and recently received an offer and therefore is withdrawing the application.
- e. **Linda Armbrust – easement donation** - The parcel consists of 10 acres located on the north side of Pyletown Road (Route 620) at 1886 Pyletown Road approximately 1.8 miles west of the intersection of Pyletown Road and Route 340. The property has one (1) unused Dwelling Unit Right (DUR), and one (1) Exception/Exemption. The applicant would like to retire the remaining DUR. In reviewing the parcel, at three of 4 criteria have been met. The Property Resource Score is 76.98, one DUR is being extinguished, it is next to an existing easement, it is less than 40 acres in size. The parcel is open pasture with the existing residence and associated out buildings. It is within the groundwater recharge area and the Prospect Hill Spring drainage. The parcel has frontage on Pyletown Road, a State scenic byway for 600'. The parcel is within the Chapel Rural Historic District and the house, built in 1886, is a contributing structure. On motion of Mr. Engel, seconded by Ms. Wallace, members voted unanimously to give preliminary approval and schedule a site visit.
- f. **Susan Digges – easement purchase, ALE grant** – Ms. Teetor reported that the ALE (formally FRPP) grant had been approved and the County is waiting for the signed contract documents prior to initiating deed development.
- g. **Jay Taylor – easement donation** – Ms. Teetor reported that the Mr. Taylor had applied and been approved for the easement donation in November 2014. He has been negotiating with a buyer for the property and is now ready to record, retiring both DURs.
- h. **Ken Bell – easement donation** – Mr. Bell had previously applied to place 3 parcels in easement and was preliminarily approved in November 2011. Since that time Mr. Bell acquired a 4<sup>th</sup> parcel consisting of 5.86 acres with an existing house, bringing his total ownership to 4 parcels, 51.72 acres, located at the end of Greenstone Lane (Carefree

Acres). Members affirmed the preliminary approval for the donation and requested staff to schedule a site visit.

### Report on Applications for Easement Purchase

On motion of Mr. Engel, seconded by Mr. Ohrstrom the Authority unanimously approved going into Closed Session pursuant to Section 2.2-3711-A3 of the Code of Virginia, as amended, to discuss the Acquisition or Sale of Property. On motion of Mr. Ohrstrom, seconded by Mr. Buckley, the Authority unanimously approved reconvening in Open Session. Mr. Engel moved, seconded by Ms. Thomas, to certify that to the best of the member's knowledge:

(i) only public business matters lawfully exempted from Open Meeting requirements under Chapter 2.2-3700, et sec., of the Code of Virginia, as amended, pursuant to Section 2.2-3711-A3 of the Code of Virginia, as amended, to discuss the Acquisition or Sale of Property, and

(ii) only such public business matters as were identified in the motion by which the Closed meeting was convened were heard, discussed, and considered in the meeting by the Authority. The vote on the above motion was:

Mr. Hobert	Aye	Ms. Wallace	Aye	Mr. Buckley	Aye
Mr. Engel	Aye	Ms. Thomas	Aye	Mr. Ohrstrom	Aye
Ms. Jones	Absent				

The following action was taken subsequent to the Closed Session:

On motion of Ms. Wallace, seconded by Mr. Ohrstrom, the Authority voted to give final approval for the DUR easement purchase of Larry and William Tavenner and authorized staff to prepare a purchase agreement for \$40,000 per DUR retired on condition that Mr. Mitchell does not identify any conflicts. Mr. Hobert left the meeting during discussion and abstained from the vote.

On motion of Ms. Wallace, seconded by Mr. Ohrstrom, the Authority voted to approve the DUR easement purchase for George Greenhalgh and authorized staff to offer \$40,000 per DUR retired pending the site visit. Ms. Thomas abstained. Members requested that the minutes reflect that Mr. Greenhalgh meets the income criteria for 100% payment, and that any additional value of the retired DURs, as determined by an appraisal, are considered a charitable donation.

**Other** Ms. Sedgewick from the Piedmont Environmental Council, informed the group that PEC is hosting a Farmland Leasing Workshop November 5<sup>th</sup> in Middleburg. They will also be participating in the annual Conservation Fair held at Powhatan School for area 4<sup>th</sup> graders.

**Adjournment** There being no further business, Mr. Ohrstrom moved and Ms. Thomas seconded that the Authority adjourn to the Thursday October 15<sup>th</sup> at 10:00 am. The motion was approved unanimously.

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Randy Buckley, Chair

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Alison Teetor, Clerk to the Authority

Starting Tax Year: 5514 Ending Tax Year: 5514 Starting Date: 09/01/2015 Ending Date: 09/30/2015

DATE	DEPT	CL TICKET/SEQ.	DISTRICT NO./NAME	TAX AMT	PEN. AMT	INT. AMT	ADJ. AMT
9/15/2015	CONRAD	1540001	CONSERVATION EASEMENT	75.00	.00	.00	.00
9/15/2015	CONRAD	1550001	CONSERVATION EASEMENT	50.00	.00	.00	.00
9/15/2015	CONRAD	1560001	CONSERVATION EASEMENT	225.00	.00	.00	.00
9/17/2015	CONRAD	1570001	CONSERVATION EASEMENT	25.00	.00	.00	.00
9/18/2015	CONRAD	1580001	CONSERVATION EASEMENT	160.00	.00	.00	.00
9/21/2015	CONRAD	1590001	CLARKE CO EASEMENT	50.00	.00	.00	.00
9/24/2015	CONRAD	1600001	CONSERVATION EASEMENT	100.00	.00	.00	.00

TOTAL ITEMS BY YEAR	5514	7	ALL ITEMS	7
CLASS TOTAL	685.00	.00	.00	.00
DEPT TOTAL	685.00	.00	.00	.00
FINAL TOTAL	685.00	.00	.00	.00

4142.22

## CEA Expenses - May 2015 - to Sept 2015

EFF DATE	SRC	AMOUNT	P	CHECK NO	VDR NAME/ITEM DESC	COMMENTS
'09/23/2015	API	\$28.00	Y	'1367	'Winchester Printers Inc	'Take a Hike Poster
'09/16/2015	API	\$12.05	Y	'1285	'Federal Express Corporati	'Overnight to Elizabeth Ve
'09/16/2015	API	\$230.40	Y	'1334	'Progressive Printing	'Summer 2015 newsletter
'09/16/2015	API	\$960.00	Y	'10813	'Robin Couch Cardillo	'Summer newsletter prep
'09/09/2015	API	\$425.00	Y	'1198	'Gloria Marconi Illustrati	'Production of summer '15
'08/19/2015	API	\$1,202.11	Y	'1004	'BB&T	'Photo Contest
'08/20/2015	API	\$25.00	Y	'1037	'Downstream Project	'Domain name registration/
'08/13/2015	API	\$1,762.98	Y	'10634	'Robin Couch Cardillo	'prep work for photo conte
'08/03/2015	API	\$301.58	Y	'10609	'Alison Teetor	'3-\$100.00 Gift Cards
'08/03/2015	API	\$601.58	Y	'10609	'Alison Teetor	'3-\$200.00 Gift Cards
'07/24/2015	API	\$500.00	Y	'807	'Myers & Woods Appraisal G	'Appraisal Report of Cool
'07/13/2015	API	\$80.00	Y	'694	'One Time Vendor	'Advertisement in the 2015
'06/30/2015	API	\$36.32	Y	'772	'BB&T	'Labels from Staples
'06/30/2015	API	\$800.00	Y	'10486	'Robin Couch Cardillo	'Services for CEA
'06/30/2015	API	\$290.00	Y	'10407	'Hall	Monahan
'06/24/2015	API	\$490.00	Y	'677	'Jordan Springs Market	'Donor Dinner catered by J
'06/23/2015	API	\$1,345.00	Y	'677	'Jordan Springs Market	'CEA Donor Dinner catered
'06/12/2015	API	\$1,280.00	Y	'10318	'Robin Couch Cardillo	'Robin Cardillo prep work
'06/09/2015	API	\$785.00	Y	'10241	'Hall	Monahan
'06/09/2015	API	\$62.00	Y	'10285	'Winchester Printers Inc	'Photo contest reprint
'06/03/2015	API	\$150.00	Y	'435	'Gloria Marconi Illustrati	'Design & production color
'06/03/2015	API	\$189.54	Y	'10278	'Alison Teetor	'Bird Bath
'06/03/2015	API	\$23.96	Y	'10278	'Alison Teetor	'Flowers for Walker
'06/03/2015	API	\$145.60	Y	'10278	'Alison Teetor	'Richmond mtg w/VDACS
'05/27/2015	API	\$100.00	Y	'424	'Malcolm Harlow	'Stone cutting for bronze
'05/27/2015	API	\$200.00	Y	'435	'Gloria Marconi Illustrati	'Design & Production-postc
'05/13/2015	API	\$806.81	Y	'10005	'BMS Direct	'15 CEA Newsltr printed/f
'05/11/2015	API	\$235.00	Y	'10040	'Winchester Printers Inc	'Printing photo contest po
'05/06/2015	API	\$1,120.00	Y	'70	'Robin Couch Cardillo	'Fair ad/photo contest fly
'05/06/2015	API	\$1,370.29	Y	'70	'Robin Couch Cardillo	'finalize spring 2015 news
'05/04/2015	API	\$425.00	Y	'31	'Gloria Marconi Illustrati	'Conservation Easement des
'05/04/2015	API	\$450.00	Y	'31	'Gloria Marconi Illustrati	'Design and production of



2 East Main Street  
Berryville, VA 22611

**September 2015**

Reporting Activity 09/01 - 09/30

Page 1 of 2

**ADDRESS SERVICE REQUESTED**

COUNTY OF CLARKE VIRGINIA  
CONSERVATION EASEMENT STEWARDSHIP  
101 CHALMERS CT STE B  
BERRYVILLE VA 22611-1387

**Managing Your Accounts**

- Phone (540) 955-2510
- Toll-Free 1-800-650-8723
- EAGLE-24 Banking 1-888-378-1881
- Online Access [www.bankofclarke.com](http://www.bankofclarke.com)
- Mailing Address P.O. Box 391  
Berryville VA 22611

**Summary of Accounts**

Account Type	Account Number	Ending Balance
NOW-Public Fund	XXX2089	\$72,709.50

Our new One Loudoun branch is NOW OPEN! Stop by 44810 Saranac Street in Ashburn and meet our energetic staff. COMING SOON-our Leesburg branch at 504 East Market Street.

**NOW-Public Fund - XXX2089**

**Account Summary**

Date	Description	Amount
09/01/2015	Beginning Balance	\$72,685.60
	0 Debit(s) this period	\$0.00
	1 Credit(s) this period	\$23.90
09/30/2015	Ending Balance	\$72,709.50

**Interest Summary**

Description	Amount
Interest Earned From 09/01/2015 Through 09/30/2015	
Annual Percentage Yield Earned	0.40%
Interest Days	30
Interest Earned	\$0.00
Interest Paid This Period	\$23.90
Interest Paid Year-to-Date	\$217.17
Interest Withheld Year-to-Date	\$0.00
Minimum Balance	\$72,685.60

**Deposits**

Date	Description	Amount
09/30/2015	Accr Earning Pymt Added to Account	\$23.90

**Daily Balances**

Date	Amount	Date	Amount
09/01/2015	\$72,685.60	09/30/2015	\$72,709.50

**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





ROBIN COUCH CARDILLO

October 9, 2015

Clarke County Conservation Easement Authority  
Fundraising and Public Relations Report  
October 2015 meeting

**Donor Statistics**

See attached Master Report

- Summer newsletter to date: \$867, 13 donors
- Total: \$7,882, 82 donors

**Ongoing**

*-Publicity*

- Barns of Rose Hill – exhibit of photo contest winners in spring 2016; meeting with Kelli Hart, executive director, week of Oct 26; discuss potential sale of photos
- Note cards with photo contest winners ordered; 2 sets of 6 images each, encourage to buy both sets; should be delivered before end of October

*-Speaking engagements*

- PowerPoint in process; set meeting with Alison, George, and Winkie to polish

*-Fall newsletter*

- In the works; goes with taxpayer letters in late October

*-School outreach*

- Revisit possibility of using stewardship dollars for scholarship and/or other support for Clarke County High School student conservation group



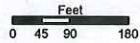
# Fundraising Results: Clarke County Conservation Easement Authority

As of October 9, 2015

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Amount	\$13,345	\$19,090	\$20,871	\$25,649	\$26,396	\$25,843	\$23,530	\$42,266	\$36,260	\$7,882.00
# Donations	115	161	208	209	203	195	181	200	169	82
<b>YE Donor Appeal</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
YE Donor Appeal Amount	\$8,465	\$8,310	\$8,477	\$10,134	\$8,376	\$12,815	\$7,250	\$15,706	\$17,635	
Donor Respondents	73	59	87	86	76	68	50	69	51	
YE Prospect Amount	\$2,115	\$2,115	\$425				\$40		\$1,650	
Prospect Respondents		24	7				1		3	
<b>Winter Newsletter</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Dollar Amount			\$2,700	\$2,065	\$2,865	\$2,126	\$3,611	\$4,805	\$3,335	\$2,700
Respondents			23	27	32	21	32	39	26	25
<b>Spring Newsletter</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Donor: Dollar Amount	\$3,775	\$455	\$2,074	\$5,820	\$2,810	\$2,520	\$3,415	\$1,975	\$3,705	\$3,420
Donor: Respondents	35	5	19	38	26	27	32	28	26	27
Donor: Spring Newsletter: Dollar Amt	\$2,200	\$2,200	\$940	\$460	\$450	\$825	\$765	\$165	\$1,380	\$100
Donor: Spring Newsletter: Respondents	16	16	19	10	4	11	5	4	9	1
<b>Summer Newsletter</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Dollar Amount	\$2,370	\$2,370	\$2,020	\$1,330	\$1,883	\$2,735	\$1,580	\$5,040	\$3,215	\$810
Respondents	20	20	27	22	33	26	21	22	27	12
<b>Fall Newsletter</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Donor: Dollar Amount	\$2,210	\$2,210	\$765	\$260	\$7,300	\$2,946	\$4,630	\$2,660	\$2,325	
Donor: Respondents	12	12	5	7	25	26	30	27	14	
Donor: Fall Newsletter: Dollar Amt	\$1,430	\$1,430	\$90	\$1,405	\$65	\$605	\$715	\$240	\$760	
Donor: Fall Newsletter: Respondents	25	25	4	8	2	8	9	5	5	
<b>Over the Transom</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Dollar Amount			\$3,380	\$4,175	\$1,900	\$868	\$1,457	10,500	\$1,550	\$257
Donor Respondents			17	11	5	6	2	2	2	3
<b>Donor Thank-You Party</b>	<b>2006</b>							<b>2013</b>	<b>2014</b>	<b>2015</b>
Dollar Amount	\$1,105							\$1,175	\$705	\$595
Donor Respondents	6							4	6	14
<b>Photo Revenue</b>					\$747	\$57	\$67			
<b>Gift-in-Kind (admin work donated by Kate Petracech)</b>						\$346	\$473	\$469		



Clarke County Easement Authority  
 Tim Hardon & Susan Molden  
 Tax Map #'s 20-((2))-6 40.63 acres



October 7, 2015  
 Clarke County GIS  
 /gis/projects/ceaclowser.mxd



- Intermittent Stream
- Perennial Stream
- Parcel Boundary
- County Boundary
- Private Road
- Sinkhole
- Structures

**Location Map**



Aerial Imagery Copyright 2011, Commonwealth of Virginia

#05-3306

**DEED OF EASEMENT**

Exempt from recordation taxes under §58.1-801  
pursuant to Sections 58.1-811(A)(3)

**THIS DEED OF EASEMENT** made and dated this 7 day of April,  
2005, by and between **KEVIN CLOWSER** and **LEAH TAYLOR**, parties of the first part,  
hereinafter called the "Grantors", and **COUNTY OF CLARKE, VIRGINIA** ("County"), and the  
**CLARKE COUNTY CONSERVATION EASEMENT AUTHORITY** ("Authority"), herein  
collectively called "Grantees", parties of the second part.

**WITNESSETH:**

**WHEREAS**, Grantors are the fee simple owners of that certain tract of land known  
as Lot 6, Our Lady of Good Success, containing 40.6317 acres located in Greenway  
Magisterial District, Clarke County, Virginia, said property being more particularly  
described on Exhibit A, attached hereto and made a part hereof, (the "Property"); and

**WHEREAS**, the aforesaid Property has agricultural, natural, scenic and historic  
resources; and

**WHEREAS**, in furtherance of the purpose of the Open Space Land Act, Title 10.1,  
Chapter 17, of the Code of Virginia, the Grantors are willing to perpetuate open space  
conservation easement over the property on the terms and conditions hereinafter set forth;  
and

**WHEREAS**, the Grantees are willing to accept such easement; and

**WHEREAS**, the County and the Authority are authorized by the Open Space Land  
Act to accept, hold , and administer open space easements, and possess the Authority to  
accept and are willing to accept this easement under the terms and conditions hereinafter  
set forth.

BENJAMIN M. BUTLER, ESQ.  
KUYKENDALL, JOHNSTON, MCKEE & BUTLER, P.L.C.  
Post Office Drawer 2097  
Winchester, Virginia 22604

**NOW, THEREFORE**, for good and valuable consideration, receipt of which all properties acknowledge, and in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantors hereby grant and convey to the Grantees a perpetual open space conservation easement ("Easement") over the Property and do hereby subject, in perpetuity, the property to the following terms, conditions and restrictions:

1. This Easement is perpetual. It is an easement in gross and runs with the land.
2. This Easement shall be enforceable by any one or more of the Grantees.
3. The Property currently has one (1) Dwelling Unit Rights ("DURs") pursuant to paragraph 3-D-2 of the Clarke County Zoning Ordinance. Pursuant to Section 3-D-3 of the Clarke County Zoning Ordinance, the Grantees do hereby voluntarily and permanently terminate future DURs on the property leaving one (1) DUR remaining on the property.
4. The Property shall not be divided or subdivided in any manner.
5. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that each of the Grantees are notified in writing prior to the completion of any such boundary line adjustment and at least one of the following conditions is met:
  - (a) The entire adjacent parcel is subject to an existing, recorded open space easement conveyed to the Grantees; or
  - (b) The proposed boundary line adjustment is reviewed and approved in advance by each of the Grantees.
6. No permanent or temporary building or structure shall be erected or constructed on the Property other than (i) one (1) single family dwelling and non-residential outbuildings or structures commonly and appropriately incidental thereto; (ii) accessory dwellings, such as guest or tenant houses, and non-residential outbuildings commonly and appropriately incidental thereto,

and (iii) farm buildings or structures. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for said building or structure is obtained in writing from Grantees. Grantees' approval shall be limited to consideration of the impact of the size, height, and siting of the proposed structure on the conservation values of the Property. Private roads and utilities that serve permitted buildings or structures may be constructed. (In the event of the division or subdivision of the Property as provided in Paragraph 4 above, permitted buildings or structures, connection private roads, and utilities may be constructed on each parcel.)

7. Grading, blasting or earth removal shall not materially alter the topography of the Property, except for dam construction to create private ponds or lakes, or as required in the construction of permitted buildings, connecting private roads, and utilities as described in Paragraph 6, above. Generally accepted agricultural activities shall not constitute any such material alteration. Best management practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the conservation values protected by this Easement. Mining on the Property is prohibited.

8. Display of Billboards, signs, or other advertisements on the Property is prohibited, except to: (1) state solely the name of the Grantors, the name of the farm, and/or the address of the Property; (2) advertise the sale or lease of the Property; (3) advertise the sale of goods or services produced pursuant to a permitted use of the Property; (4) give directions to visitors; or (5) provide warnings pertaining to trespassing, hunting, dangerous conditions, and other similar such warnings. No sign shall exceed nine (9) square feet or the County's Zoning Ordinance requirements, whichever is more restrictive.

9. 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 governmental laws and regulations. The dumping into, or filing in of, any pond, wetland, or waterway is prohibited, except as may be applicable by laws for the purpose of combating erosion. The dumping, storage, or placement on the property of stumps, brush, grass, or other land-clearing debris from off-site is prohibited.

10. Management of forest resources, including commercial timber harvest, shall be in accord with a forest stewardship plan approved by the Grantees. All forestry activities shall be carried out so as to preserve the environmental and scenic qualities of the area. Best management practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. The Grantors, or their successors and assigns, shall notify the Grantees no later than thirty (30) days prior to the start of any material forestry activity as well as within seven (7) days of its completion.

11. Notwithstanding any of the foregoing provisions, the Grantors expressly reserve to themselves, their successors and assigns, the right to:

(a) Continue the agricultural, forestry, and naturalistic uses of the Property.

(b) Continue to hunt, fish, or trap on the Property, subject to relevant laws.

(c) Improve, repair, restore, alter, remodel, or replace the existing and the permitted structures with structures of similar size and purpose, provided that the changes are compatible with the conservation purposes of the Property and all other provisions of this Easement.

(d) Continue the use of the Property for all purposes not inconsistent with this Easement.

12. Representatives of each of the Grantees may enter the Property from time to time for purposes of inspection and enforcement of the terms of this Easement after permission from or

reasonable notice to the owner or the owner's representative. This right of inspection does not include the interior of any dwelling.

13. The Grantors, their heirs, successors, personal representatives, and assigns shall notify each of the Grantees in writing within sixty (60) days following any transfer or sale of the Property or any part thereof.

14. Grantees's Approval:

(a) The Grantors shall notify the Authority (hereafter "Grantors' Notice") prior to undertaking any activities permitted hereunder, including, without limitations, activities permitted under paragraphs 5, 6, 7 and 10.

(b) Grantors's Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to enable the Grantees to make informed judgments as to its consistency with the terms of this Easement.

(c) In addition, if such permitted activity requires Grantors to obtain a permit or other governmental approval, Grantors shall disclose on the application for such permit or other governmental approval that the property is subject to this Easement.

(d) It shall be the responsibility of the Authority to determine its position and to notify and determine County's and any other co-holder's position on the request for approval. The Authority shall respond to the Grantors within thirty (30) days of receipt of Grantors's Notice, advising the Grantors of the approval or disapproval of the request or advising the Grantors that circumstances require additional time to respond to the request. Such circumstances shall include the complexity of the request or proposed project, the amount of information submitted with the request, and the need for on-site inspections or consultations.

(e) If the Authority does not notify Grantors of the decision on the request within ninety (90) days of receipt of the Grantors's Notice, then the Grantees and any co-holder shall be deemed to have approved the request, and the Grantors may proceed with the action for which approval was requested.

(f) In order for a request to be approved, it must be approved by each Grantee and any other co-holder.

(g) If the Authority, the County, and /or any other co-holder should disagree on whether a request should be approved or disapproved, the parties should review possible remedies prior to the expiration of the ninety (90) day period. If no resolution to the disagreement can be found prior to the end of the ninety (90) day period, the disagreement shall be documented in writing and the Authority should notify the Grantors of the disapproval of the request.

(h) No approval required hereunder shall be unreasonably withheld. In no event, however, shall approval be given to any activity which would result in the termination of this Easement or the development or construction of any structures not provided for herein.

15. General Terms:

(a) Although this Easement in gross will benefit the public in ways recited above, nothing herein shall be construed to convey a right to the public of access or use of the Property. The Grantors, their successors and assigns, retain the exclusive right to such access and use, subject to the terms of this Easement.

(b) The Easement shall be construed to promote the purposes of the Virginia Open Space Land Act, the Virginia Conservation Easement Act, the Comprehensive Plan of Clarke County, and the conservation purposes of this Easement.

(c) Notwithstanding any other provision of this Deed of Easement, Clarke County Zoning Ordinance shall also apply to the Property and shall take precedence over this Easement to the extent that the Zoning Ordinance regulations are more restrictive than the terms of this Easement.

(d) If any provision of this Easement is determined to be invalid by a court of competent jurisdiction, the remainder of this Easement shall not be affected thereby.

(e) The terms of this Easement shall inure to the benefit of, and be binding upon, the parties hereto, their agents, successors, and assigns.



(f) Assignment of this Easement by the County and/or the Authority shall be governed by the Open Space Land Act. It is specifically agreed by the parties that this Easement may be assigned by the Grantees, without further approval by Grantors, to the Virginia Outdoors Foundation as a co-holder of this Easement.

(g) The parties agree that monetary damages would not be an adequate remedy for the breach of any of the terms, conditions, and restrictions herein contained, and therefore, in the event that the Grantors, their successors or assigns, violates or breaches any of such terms, conditions, and restrictions herein contained, any one or more of the Grantees, their successors or assigns, shall be entitled to enjoin by ex parte temporary and/or permanent injunction such violation, to require the restoration of the Property to its propr condition, and to obtain such other and further specific performance or relief as is necessary to enforce the terms of this Easement. The Grantees or any one of them, by any prior failure to act shall not waive or forfeit, and shall not be deemed to have waived or forfeited, the right to take any action as may be necessary to obtain compliance with the terms, conditions, and purposes of this Easement. In the event of a breach of the terms of this Easement, if the Grantees, or any of them, are required to take legal action to enforce the terms of this Easement, the owner of the property shall be responsible for all costs incurred by the Grantees therein, including reasonable attorney's fees.

(h) The Grantees, by their execution of this Deed of Easement, do hereby accept the conveyance of this Easement as set forth herein.

*(This portion left intentionally blank.)*