

# CLARKE COUNTY

## Conservation Easement Authority

THURSDAY – 19 NOVEMBER 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 October 15, 2015 and November 4, 2015
4. Bank Account Report Balance as of

30 September 2015	\$109,414.41	Bank of Clarke County
+ Donations	<u>\$ 252.21</u>	
Balance as of October 31, 2015	\$109,666.62	
5. Stewardship Fund – balance as of

31 October 2015	\$72,734.20	Bank of Clarke County
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6. Campaign for the Authority – see attached report
7. Discussion – Bob Lee, Appalachian Trail Conference easement holdings
7. Easement Donation/Purchase
  - a. Edith Thompson – easement donation – final approval
  - b. Elizabeth Langhorne – easement donation - preliminary approval
  - c. George Greenhalgh – DUR purchase
  - d. Cool Spring Farm, LLC – grant application
  - e. Tavenner – easement donation, DUR purchase
  - f. Linda Armbrust – easement donation
  - g. Susan Digges – ALE grant application
  - h. Ken Bell – easement donation
8. 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 December 16<sup>th</sup> 10 am

**CLARKE COUNTY**  
**Conservation Easement Authority**  
**draft Minutes – 15 October 2015 draft**

A regular meeting of the Conservation Easement Authority was held at 10:00 am on Thursday, 15 October 2015, in the A/B Conference Room, 2<sup>nd</sup> Floor Government Center.

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

**Agenda** On motion of Mr. Engel, seconded by Ms. Jones, the Authority unanimously approved the agenda with an amendment to add a new application for Edith Thompson under item 8.

**Minutes** On motion of Mr. Engel, seconded by Ms. Jones, the Authority unanimously voted to approve the minutes of September 17, 2015.

**Bank Account:** Ms. Teetor provided an updated bank statement. The general fund balance as of September 30, 2015 is \$109,414.41. There were a total of \$827.22 donations in September. 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. Mr. Hobert requested that an account of the carry over funds be provided when available.

**Stewardship Fund:** The stewardship fund has a balance of \$72,709.50 as of September 30, 2015.

**Public Relations:** Ms. Cardillo reported that donations continue to be down a little from last year, though the number of donors is similar. The fall newsletter is scheduled to be delivered to the printer October 26<sup>th</sup>. This will be mailed to all County residents in the tax bills. Additional outreach activities include ordering the note cards for distribution in area stores. The cards will feature the photos from the photo contest. She is still working on the powerpoint presentation and hopes that will be ready in early December. She discussed again the possibility of setting up a scholarship for the High School. Members asked if this could be a special fund raising request as typically donated funds are said to be used toward easement acquisition.

**Discussion – Susan Molden Indoor Arena siting**

Ms. Molden has requested approval to construct an indoor riding arena on her property, located at 1 Morning Star Lane, Tax Map# 20-((2))-6. An easement was recorded for the property in 2005. Terms of the easement require that the Authority approve the construction of any farm building or structure exceeding 4,500 square feet. The proposed arena is anticipated to be 180' x 80' or 14,400 square feet. The Authority conducted a site visit on October 7<sup>th</sup> to review the location. Ms. Molden was present for the site visit and stated that the arena would be constructed using similar materials and colors as the existing barn and would be no higher in elevation than the existing barn. Members discussed the proposal and expressed concern that a large enclosed structure like this might be used for commercial activities which may negatively impact the conservation values of this and neighboring eased properties. As this was one of the earliest deeds recorded by the Authority a

now standard provision addressing industrial or commercial activities was not included in the original deed. As a result on motion of Mr. Hobert, seconded by Ms. Jones, the Authority approved the construction of the arena on condition that:

1) the deed be amended to include the following language:

*INDUSTRIAL OR COMMERCIAL ACTIVITIES. Industrial or commercial activities other than the following are prohibited: (i) agriculture, livestock production (animal husbandry), equine activities, forestry, and related small-scale incidental commercial or industrial operations that Grantee approves in writing as being consistent with the conservation values of this Easement; (ii) processing and sale of products produced on the Property; (iii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values herein protected; and (iv) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance. Notwithstanding the foregoing, temporary indoor or outdoor activities involving 100 or more people or exceeding 7 consecutive days in any 90-day period shall not be permitted without prior written approval of the Grantee.*

2) that the applicant provide written documentation regarding the type of materials, size, and the fact that the height of the arena will be the same or lower than the existing barn.

#### **Easement Donation/Purchase**

- a. **George Greenhalgh – DUR purchase** – staff received the signed purchase agreement and is waiting for approval for the draft deed from the land owner and VDACS.
- b. **Cool Spring Farm, LLC grant application** – Ms. Teetor stated that she is still waiting to hear if the grant applications will be funded.
- c. **Larry & William Tavenner – TM#’s 22-((A))-15 &15A - easement purchase DUR**  
Staff reported that the Tavenner’s are still reviewing their options and have not made a decision on completing the easement.
- d. **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. A site visit was conducted on October 7<sup>th</sup>. On motion of Mr. Hobert, seconded by Ms. Jones, members voted unanimously to give final approval for the easement donation and authorized staff to proceed with preparing the deed of easement and other necessary documents.
- e. **Susan Digges – easement purchase, ALE grant** – Ms. Teetor reported that the ALE (formally FRPP) grant had be approved and the County has received the signed contract. An appraisal has been ordered and work will begin on preparing the draft deed.
- f. **Jay Taylor – easement donation** – Ms. Teetor reported that all required documents have been received and the Board of Supervisors will vote on the approval at the October 20<sup>th</sup> meeting. Recordation is anticipated later that week.

- g. Ken Bell – easement donation** – A site visit was conducted on October 7<sup>th</sup>. Of particular interest was an existing house that he would like to convert into an accessory structure so as to retire the DUR. Staff suggested Mr. Bell speak with the building inspector to reissue the occupancy permit so that it reflects the structures use as an accessory building. It was also discussed that the existing stove electrical connection be removed. A deed and plat of merger would be recorded prior to the deed of conservation easement. On motion of Mr. Engel, seconded by Mr. Hobert members gave final approval for the easement donation.
- h. Edith Thompson – easement donation-** Edith Thompson has submitted an application for an easement donation. Ms. Thompson owns 6 <1 acre parcels fronting on Route 50 approximately 200feet east of the intersection of Rt. 50 and Howellsville Road. In addition she owns a 8.6 acre parcel with an existing house and an additional DUR. She would like to merge the 7 parcels and retire 7 DURs. Staff only scored the 8.6 acre parcel as the remaining parcels will be merged into this one. The parcel meets 3 of the 4 criteria, next to an existing easement, retiring at least 1 DUR, the property resource score was 82.39. Points for having 2 sides adjacent to an existing easement, frontage on a primary highway, and retiring 7 DUR's. In addition, the parcel has been owned by the Ms. Thompson since 1977. On motion of Mr. Engel, seconded by Ms. Jones, members gave preliminary approval and requested staff to schedule a site visit.

**Adjournment** There being no further business, Mr. Ohrstrom moved and Ms. Thomas seconded that the Authority adjourn to the Thursday November 19<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

**CLARKE COUNTY**  
**Conservation Easement Authority**  
**draft Minutes – 4 November 2015 draft**

A special meeting of the Conservation Easement Authority was held at 3:00 pm on Wednesday, 4 November 2015, in the A/B Conference Room, 2<sup>nd</sup> Floor Government Center.

**Present:** R. Buckley, G. Ohrstrom, L. Wallace, M. Hobert, W. Thomas  
**Absent:** P. Engel, M. Jones  
**Staff:** A. Teetor, B. Stidham  
**Others Present** No one  
**Call to Order :** Mr. Buckley, Chair, called the meeting to order at 3:00 p.m.

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

**Discussion – Susan Molden Indoor Arena siting**

Ms. Molden has requested approval to construct an indoor riding arena on her property, located at 1 Morning Star Lane, Tax Map# 20-((2))-6. An easement was recorded for the property in 2005. Terms of the easement require that the Authority approve the construction of any farm building or structure exceeding 4,500 square feet. The proposed arena is anticipated to be 180' x 80' or 14,400 square feet. The Authority conducted a site visit on October 7<sup>th</sup> to review the location. Ms. Molden was present for the site visit and stated that the arena would be constructed using similar materials and colors as the existing barn and would be no higher in elevation than the existing barn. Members approved the construction of the arena on condition that 1) the deed is amended to include a paragraph regarding the industrial or commercial activities; and 2) that the applicant provide written documentation regarding the type of materials, size, and the fact that the height of the arena will be the same or lower than the existing barn.

A letter was sent to Ms. Molden outlining the approval with the aforementioned conditions. Upon receipt Ms. Molden called and stated that the excavator indicated the arena would likely be 18" taller than the existing barn. She is requesting that the Authority approve the additional height. After discussion on motion of Mr. Ohrstrom, seconded by Ms. Thomas the Authority approved the request to increase the height of the arena to a maximum of 18" above the existing barn with the following additional conditions:

- 1) The deed of amendment is recorded prior to initiating construction;
- 2) A signed letter from you which includes:
  - a. elevation drawings of the arena in relation to the barn – these can be 3-D renderings, they don't have to be construction drawings, but should show an accurate depiction of the barn and arena with regards to color, windows, roofing, etc.
  - b. A statement indicating that you agree to the conditions required by the Authority
- 3) A certification letter from a surveyor showing the height of the arena and barn after the completion of the arena to be provided to the Authority within 30 days of the arena's completion.

**b. Monastery Tree Planting** – Staff was by Jay Norman of Blue Line Conservation Incentives regarding a tree planting project they would like to conduct on the Holy Cross Abbey property. The County purchased an easement on the parcel in 2009. Their proposal is to convert approximately 56 acres of cropland into forestland. Staff explained that since the easement purchase was funded by a number of agencies, Virginia Department of Agriculture and Consumer Services, Natural Resource Conservation Service, Virginia Land Conservation Funds, and the County. All agencies have been asked to weigh in on the project. To date, staff has heard from VLICF who was supportive of the project. After discussion, members agreed that the Deed of Easement did not prohibit the conversion of farmland to forest land.

**Adjournment** There being no further business, Mr. Ohrstrom moved and Ms. Thomas seconded that the Authority adjourn to the Thursday November 19<sup>th</sup> at 10:00 am. The motion was approved unanimously.

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Randy Buckley, Chair

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Alison Tector, Clerk to the Authority

Starting Tax Year: 5514 Ending Tax Year: 5514 Starting Date: 10/01/2015 Ending Date: 10/31/2015

DATE	DEPT	CL	TICKET/SEQ.	DISTRICT NO./NAME	TAX AMT	PEN. AMT	INT. AMT	ADJ. AMT
10/08/2015	CONRAD		1610001	DOWNTOWN BERRYVILLE I	57.00	.00	.00	.00
10/13/2015	CONRAD		1620001	CONSERVATION EASEMENT	20.21	.00	.00	.00
10/15/2015	CONRAD		1630001	CONSERVATION EASEMENT	175.00	.00	.00	.00
				CLASS TOTAL	252.21	.00	.00	.00
				DEPT TOTAL	252.21	.00	.00	.00
				FINAL TOTAL	252.21	.00	.00	.00

TOTAL ITEMS BY YEAR  
5514 3

ALL ITEMS 3



2 East Main Street  
Berryville, VA 22611

**October 2015**

Reporting Activity 10/01 - 10/31

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	\$72,734.20

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
10/01/2015	Beginning Balance	\$72,709.50
	0 Debit(s) this period	\$0.00
	1 Credit(s) this period	\$24.70
10/31/2015	Ending Balance	\$72,734.20

**Interest Summary**

Description	Amount
Interest Earned From 10/01/2015 Through 10/31/2015	
Annual Percentage Yield Earned	0.40%
Interest Days	31
Interest Earned	\$0.00
Interest Paid This Period	\$24.70
Interest Paid Year-to-Date	\$241.87
Interest Withheld Year-to-Date	\$0.00
Minimum Balance	\$72,709.50

**Deposits**

Date	Description	Amount
10/31/2015	Accr Earning Pymt Added to Account.	\$24.70

**Daily Balances**

Date	Amount	Date	Amount
10/01/2015	\$72,709.50	10/31/2015	\$72,734.20

**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





**CHANGE OF ADDRESS** Please visit one of our Branch locations to tell us about a change of address.

**IMPORTANT NOTICE CONCERNING ELECTRONIC FUND TRANSFERS** In case of errors or questions about your electronic transfers: call us at 540-955-2510 (toll-free: 800-650-8723) or write us at P.O. Box 391, Berryville, Virginia 22611, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. A. Provide us your name and account number. B. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. C. Tell us the dollar amount of the suspected error. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, we will re-credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For information or help on Electronic Fund Transfers, please call us at the telephone number indicated above.

**IMPORTANT NOTICE CONCERNING FAIR CREDIT BILLING** In case of errors or inquiries about your **ACCOUNT statement** Send your inquiry in writing on a separate sheet to: P.O. Box 391, Berryville, Virginia 22611. We must receive it within 60 days after your statement was mailed to you. Your written inquiry must include: 1. Your name and account number; 2. A description of the error and why (to the extent you can explain) you believe it is an error; and 3. The dollar amount of the suspected error. You can call us, but doing so will not preserve your rights. You remain obligated to pay the part of your statement not in dispute, but you do not have to pay any amount in dispute during the time we are resolving the dispute. During the same time, we may not take any action to collect disputed amounts or report disputed amounts as delinquent. This is a summary of your rights; a full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to an Account Statement error notice.

**IMPORTANT NOTICE FOR BANK OF CLARKE COUNTY LOAN CUSTOMERS FINANCE CHARGES** Begin to accrue on the day an advance is taken on your account. The FINANCE CHARGE is computed by applying the daily periodic rate to the "average daily balance" of your loan account for the billing cycle and multiplying that amount by the total number of days in the billing cycle. The "average daily balance" is computed by applying new advances and principal reductions to the beginning balance of the account each day to get the daily balance. Then, we add up all of the daily balances for a billing cycle and divide the total by the number of days in the billing cycle to obtain the "average daily balance."



ROBIN COUCH CARDILLO

November 12, 2015

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

**Donor Statistics**

See attached Master Report

- Summer newsletter to date: \$1,672, 21 donors
- Total: \$8,744 , 91 donors

**Ongoing**

*-Publicity*

- Barns of Rose Hill – exhibit of photo contest winners in spring 2016; meeting with Kelli Hart, executive director, Dec 9 or 11, 11:00 a.m.; discuss promotion of exhibit, potential sale of photos

*-Notecards*

- Bundling in sets of six; developing point-of-purchase display
- Discuss pricing (cost to CCCEA is \$3.82/set of 6; purchased 100 sets, 50 of two sets)
- Report on shops to sell notecards (Firehouse Gallery, Locke's Store, Berryville Farm Supply, Mt. Airy in Waterloo, Holy Cross Abbey Gift Shop, where else?)

*-Fall newsletter*

- Mailed with taxpayer letters in late October

*-End-of-year appeal letter*

- In the works; angle is fragile nature of funding for land conservation/easements
- Potential matching gift

*-Speaking engagements*

- PowerPoint in process; outreach to potential speaking venues

*- 2015 Wingate Mackay-Smith Clarke County Land Conservation Award*

- Review potential recipients
- Discuss timing

*-School outreach*

- Update on partnering with Clarke County High School student conservation group



From: **bob lee** gboblee@icloud.com  
Subject: **Raven Rocks ATC property**  
Date: **October 27, 2015 at 3:15 PM**  
To: **ateetor@clarkelandconservation.org**  
Cc: **Don Owen** djowenhome@gmail.com, **Ashton Cole** ashtondcole@hotmail.com, **Carlen Emanuel** cemanuel@appalachiantrail.org  
Bcc: **Judith McGuire** judithsmcguire@gmail.com

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Alison,

I have been a volunteer for Appalachian Trail organizations for more than 30 years, and most recently I have concentrated my efforts on land conservation matters working with the Appalachian Trail Conservancy (ATC). The ATC holds easements on properties referred to as Raven Rocks Estates that are located in Clarke County, Virginia and Jefferson County, West Virginia. ATC was granted a perpetual conservation easement on a parcel (56.9680 acres, more or less) by Scenic Holdings, L.L.C. (Grantor) on 19 November 2003 (DB 395, beginning on page 468). On 22 August 2007, Scenic Holdings, L.L.C. conveyed General Warranty Title for the aforesaid 56.9680 acre property to ATC (DB 487, page 218). The latter conveyance created a merger of property interests all vested with the ATC. Now, ATC has determined that the above styled property is not significant to the ATC vision and mission, and it might be sold to a willing buyer subject to an appropriate conservation easement held by a qualified easement holder.

I hope that I can meet with you in the near future to begin discussion of possible transfer/assignment of ATC easement interests in Clarke County. I can be reached at 540-341-364, and I look forward to your suggested scheduling call. I have copied several other ATC stalwarts who may also be involved in this discussion and possible project process.

Your friend,

Bob Lee

#03-5376

RETURN TO: CHARLES W. SLOAN, ESQ.  
107 Pleasant St., N.W.  
Vienna, VA 22180

Tax Map No. 17-A-3  
157.8500 acres in Clarke County, VA  
Consideration: 0

Grantee's Address:  
Box 807  
Harpers Ferry, WV

CONSERVATION EASEMENT

THIS INDENTURE, made this 19th day of November, 2003, by SCENIC HOLDINGS, LLC, GRANTOR and THE APPALACHIAN TRAIL CONFERENCE, a District of Columbia non-profit corporation whose business address is Box 807, Harpers Ferry, West Virginia, GRANTEE.

WITNESSETH:

WHEREAS, SCENIC HOLDINGS, LLC, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called the "Protected Property," which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which property is more particularly described in Exhibit A attached hereto and incorporated hereto by reference; and

WHEREAS, THE APPALACHIAN TRAIL CONFERENCE, a Not For Profit Corporation, whose business address is P.O. Box 807, Harpers Ferry, West Virginia 25425; and

WHEREAS, the National Trails System Act, 82 Stat. 919, as amended (and as codified in 16 U.S.C. Section 1241 *et seq.*) (hereafter "Act"), designated the Appalachian National Scenic Trail (hereafter "Trail") as part of a national system of trails in order to provide for the conservation and enjoyment of the nationally significant scenic, historic, natural and cultural qualities of the Trail; and

WHEREAS, Section 7(k) of the Act (16 U.S.C. Section 1246(k)) provides for landowners to donate conservation easements to qualified organizations such as the Appalachian Trail Conference without regard to any limitation on the nature of the estate or interest transferable within the state wherein the land is located, and the conveyance of such interest shall be deemed to further a Federal conservation policy and yield a significant public benefit; and

WHEREAS, the Appalachian Trail Conference is a qualified organization to receive donations of interests in real property consistent with section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section); and

WHEREAS, the Grantors seek to promote the purposes of the Act and, in particular, seeks to preserve permanently the existing scenic and natural qualities of the land herein encumbered for the benefit of present and future generations; and

WHEREAS, the protected Property described herein contains unique and outstanding qualities the protection of which in their predominantly natural condition will be a benefit to the public; and

WHEREAS, the Grantors and Grantee recognize the natural, scenic, aesthetic, and special character of the Protected Property and have the common purpose of conserving the natural values of the Protected Property by the conveyance to the Grantee of a Conservation Easement on, over, and across the Protected Property which shall conserve the natural values of the Protected Property, conserve and protect the special animal and plant populations on the Protected Property, and prevent the use or development of that property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its current natural, scenic, and open condition for this generation and future generations; and

WHEREAS, "ecological, scientific, educational and aesthetic value," "natural, scenic and open condition" and "natural value" as used herein shall, without limiting the generality of the terms, mean the condition of the Protected Property at the time of this grant evidenced by reports, photographs, maps, and scientific documentation possessed (at present or in the future) by either the Grantee or the Grantors, and which the Grantee or the Grantors shall each make available to the other upon any reasonable request by the other or its successors, assigns, or transferees, and which more particularly may include, but are not limited to, the following described items:

- a) the appropriate quadrangle maps from the United State Geological Survey, showing the property lines and other contiguous or nearby protected areas;
- b) a map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
- c) an aerial photograph of the property at an appropriate scale taken as close as possible to the date the donation is made;
- d) on-site photographs taken at appropriate locations on the property; and
- e) an easement documentation report including, among other things, an owner

acknowledgement of condition, background information, legal information, ecological features information, and land use and man-made features information.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey to the Grantee, its successors, assigns, or transferees forever a Conservation Easement in perpetuity over the Protected Property consisting of the following:

1. The right of visual access to and view of the Protected Property in its natural, scenic, and open condition.
2. The right of the Grantee, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to the right to require the restoration of the Protected Property to the condition at the time of this grant. The Grantee, or its successors, assigns, or transferees does not waive or forfeit the right to take action as may be necessary to ensure compliance with the covenants and purposes of this grant by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm, or the unauthorized wrongful acts of third persons. In the event that the Grantee becomes aware of an event or circumstance of non-compliance by the Grantor with the terms and conditions herein set forth, the Grantee shall give notice to the Grantor, its successors, assigns, or transferees at its last known post office address, via certified mail, return receipt requested, of such event or circumstance of non-compliance and request corrective action sufficient to abate such event or circumstance of noncompliance and restore the Protected Property to its previous condition. Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be requested by Grantee within sixty (60) days after receipt of such notice shall entitle Grantee to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this agreement, and/or to recover any damages arising from such non-compliance. Prior to such action, however, the parties agree that they will seek mediation of the perceived non-compliance. Such damages, when recovered, may be applied by the Grantee, in its discretion, to corrective action on the Protected Property, if necessary. If such court determines that the Grantor has failed to comply with this agreement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration or court costs and reasonable attorney fees, in addition to any other payments ordered by such court. Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors, assigns, or transferees in acting to enforce any restriction or exercise any rights under this Easement.

3. The right to enter the Protected Property at all reasonable times and, if necessary, to cross other lands retained by the Grantor, for the purposes of (a) inspecting the Protected Property to determine if the Grantor, or its successors, assigns, transferees or lessees is complying with the covenants and purposes of this grant; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; and (d) observing and studying nature and making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor, its lessees, successors, assigns, and transferees.
4. The right, but not the obligation, to monitor the condition of the rare plant and animal populations and plant communities on the Protected Property, and to manage them, if necessary, for their continued survival and quality on the Protected Property.

And in furtherance of the foregoing affirmative rights, the Grantor and the Grantee make the following mutual covenants, on behalf of their respective lessees, successors, assigns, or transferees, which covenants shall run with and bind the Protected Property in perpetuity:

#### COVENANTS

Without prior express written consent of Grantor and Grantee, the following covenants apply:

1. There shall be no construction or maintenance of buildings, permanent camping accommodations, or mobile homes, fences, signs, billboards or other advertising material, or other structures on the Protected Property.
2. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any maintenance on or building of roads (except as needed for access by Grantor or in furtherance of a forestry management plan approved by Grantor and Grantee) or change in the topography of the land in any manner excepting the maintenance of existing foot trails.
3. There shall be no removal, destruction, or cutting of trees or plants (except as is necessary to construct and maintain foot trails or in furtherance of a Forest Management Plan administered by SCENIC HOLDINGS, LLC.), use of fertilizers, spraying with insecticides or biocides (except when, in the opinion of Grantor, such use is necessary to preserve the forest), introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner.
4. There shall be no dumping of trash, garbage, or other unsightly or offensive material, no



changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property which could cause erosion or siltation on the Protected Property.

5. There shall be no manipulation or alteration of natural water courses, marshes, or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level and/or flow.
6. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles, except for those vehicles required for ingress and egress to buildings along established roads or in furtherance of a Forest Management Plan administered by Grantor.
7. There shall be no hunting or trapping except to the extent specifically approved by the Grantor and Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.
8. Prior to undertaking any changes in the use of the property, the Grantor shall consult with the Grantee regarding the proposed changes to determine the effect of such changes on the natural values being protected on the property. Grantee shall have the right to approve such changes in use, and such approval shall not be unreasonably withheld.
9. In the event that the Grantor or Grantee become aware of a use or an activity by a third party or parties on property adjacent to the Protected Property which use or activity is shown to have a substantial adverse impact on the conservation purposes and natural features which are intended to be protected by this conservation easement on the Protected Property, either the Grantee or the Grantor shall have the right but not the obligation to pursue an action at law or in equity to prevent or abate such use or activity. Such activities may include but are not limited to:
  - a) surface use inconsistent with the preservation of the water or land areas intended to be protected hereunder;
  - b) activities affecting drainage, flood control, water conservation, erosion control or soil conservation, or fish and wildlife habitat preservation; or
  - c) any other acts or uses which have an impact on the preservation of the water or land area intended to be protected hereunder.

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for themselves and their successors,

assigns, transferees and lessees the following rights, which may be exercised after providing written notice to the Grantee; provided, however, that the exercise of such rights will not interfere with or have an adverse impact on the essential natural, open, and scenic quality of or the conservation interest associated with the Protected Property:

1. The right to use the property for all purposes not inconsistent with this grant.
2. The right to sell, give, or otherwise convey the Protected Property or any portion or portions of the Protected Property, provided the document evidencing such conveyance expressly indicates that the Protected Property is transferred subject to the terms of this easement.
3. The right to maintain views from established overlooks and to maintain existing foot trails on the Protected Property.
4. The right to clear brush and, consistent with any forest management plan approved by Grantors and Grantee, to remove trees from the Protected Property.

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

The Grantor, for and on behalf of its successors, assigns, transferees, and lessees agree to pay any real estate taxes or other assessments levied by competent authorities on the Protected Property and to relieve the Grantee from any duty or responsibility to maintain the Protected Property. If the Grantor, or its successors, assigns, transferees or lessees, become delinquent in payment of its taxes or assessments, such that a lien against the land is created, the Grantee may, at its option (but without any obligation to do so), pay such taxes or assessments, and the Grantor, or its successors, assigns, transferees or lessees, shall pay to the Grantee the amount of any such sum so paid, with interest thereon at the prime rate plus one percent (1%).

Notwithstanding the foregoing provisions, the Grantor, or its successors, assigns, or transferees, shall have the right to contest the validity or amount of any such real estate taxes or other assessments or liens in appropriate proceedings, provided that the Grantor, or their successors, assigns, or transferees, shall (i) give the Grantee written notice of its intent to contest, (ii) diligently prosecute such contest, (iii) at all times effectively stay or prevent any official or judicial sale of the Protected Property or any part thereof relating to such real estate

taxes, assessments, or liens, and (iv) establish or post such reserves, bonds, or security for the liabilities relating to such taxes, assessments, or liens as may be reasonably required by the Grantee.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by it in any subsequent deed or other legal instrument by which the Grantors divest themselves of title to the Protected Property. In the event of such a divestment, Grantor agrees to notify Grantee prior to the transfer.

Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified in writing:

Grantor: SCENIC HOLDINGS, LLC  
Neil Rackham and Ava Abramowitz, Managers  
38454 John Wolford Rd.  
Waterford, VA 20197.

Grantee: The Appalachian Trail Conference  
P.O. Box 807  
Harpers Ferry, West Virginia 25425.

If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

The covenants agreed to and the terms, conditions, restrictions, and purposes imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, assigns, or transferees, and all other successors to its interest and shall continue as a servitude running in perpetuity with the Protected Property.

The Grantor does further covenant and represent that the Grantor owns the Protected Property in fee simple and have good right to grant and convey the aforesaid Conservation Easement, and that the Protected Property is free and clear of any and all encumbrances, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

The Grantee hereby covenants and agrees, that in the event it transfers or assigns the easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

For purposes of compliance with Treasury Regulations Section 1.170A-14(g)(6)(ii), the Grantor hereby agrees that at the time of the conveyance of this Conservation Easement to the Grantee, the donation of this Conservation Easement by the Grantors gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Conservation Easement as of the date of contribution that is at least equal to the proportionate value that this Conservation Easement at the time of the contribution bears to the fair market value of the property as a whole at that time.

That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange, or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Conservation Easement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time

of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests as specified above; all expenses incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds.

This Conservation Easement shall be effective when the Grantor and Grantee have executed it, and it has been recorded in the land records of Clarke County, Virginia.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee, its successors, assigns, or transferees forever.

IN WITNESS WHEREOF, SCENIC HOLDINGS, LLC, Grantor, have caused the above deed to be executed all as of the day, month and year first herein above written.

Neil R

(Name)

member + manager

(Title)

AJC

(Name)

member + manager

(Title)

COMMONWEALTH OF VIRGINIA  
COUNTY OF CLARKE, to wit:

Jason

I the undersigned, a Notary Public in and for the County aforesaid, in the Commonwealth of Virginia, do hereby certify that Neil R, as Member + Manager, and AJC, as Member + Manager, respectively of the SCENIC HOLDINGS, LLC, whose names are signed to the above deed, bearing date the 19th day of November, 2003, have personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand and Notarial Seal this 19th day of November, 2003.

David P. Stowers

Notary Public

My commission expires: March 31, 2004

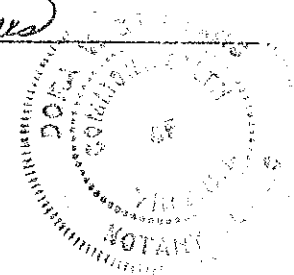


EXHIBIT A

All that certain lot and parcel of land, situate, lying and being in the County of Clarke, in the Commonwealth of Virginia, and more particularly described as follows:

Beginning at an iron rod, set as a corner of Parcel 1 in the east line of the Shenandoah Development Company land (Shenandoah Retreat); thence with the said line N 15° 28' 27" E 1213.16 feet to an iron rod found in a stone pile in the State Line of Virginia and West Virginia at a corner of Rolling Ridge Foundation and Parcel 3 (situate in West Virginia); thence with Parcel 3 and the State Line, S 49° 39' 27" E. 2988.97 feet to a monument found on the State Line in a line of the land of the United States of America; thence with the said line, S 38° 02' 47" W 663.72 feet to an iron rod set in a corner of Parcel 1; thence with Parcel 1, N 59° 33' 45" W 2543.29 feet to the beginning, containing 56.9680 acres, more or less; and

This parcel of land is a portion of the property conveyed to Raven Rock Estates, Inc., by deed of record in the Clerk's Office, Circuit Court of Clarke County, Virginia, in Deed Book 81, at Page 560, as shown on the plat of H. Bruce Edens, L.S., dated November 14, 2001.

AND BEING the same property conveyed to SCENIC HOLDINGS, L.L.C., a Virginia limited liability company, by deed from RAVEN ROCK ESTATES, INC., dated December 5, 2001 and recorded January 15, 2002 in Deed Book 342 at Page 887 among the land records of Clarke County, Virginia.

Clarke Co., SCT.

This instrument of writing was produced to me on the 9 day of Dec. 2003 at 1:10 P. M. and with certificate of acknowledgement thereto attached was admitted to record.

Teste: Helen Ruth, Clerk.

DEED OF GIFT

THIS DEED , made and entered into this 22 day of August, 2007, by and between SCENIC HOLDINGS, L.L.C., a Virginia limited liability company, party of the first part, and APPALACHIAN TRAIL CONSERVANCY, a District of Columbia non-profit corporation, whose business address is 799 Washington Street, Harper's Ferry, W. Va. 25425, and is a successor to THE APPALACHIAN TRAIL CONFERENCE, party of the second part

WITNESSETH:

That for and in consideration of the sum of TEN Dollars (\$ 10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the aforesaid party of the first part does hereby grant, bargain, sell and convey, with General Warranty of Title, unto the said party of the second part, all that certain lot and/or parcel of land, situate, lying and being in the County of Clarke, in the Commonwealth of Virginia, and more particularly described as follows:

Beginning at an iron rod, set at a corner of Parcel 1 in the east line of the Shenandoah Development Company land (Shenandoah Retreat); thence with the said line N 15° 28' 27" E 1213.16 feet to an iron rod found in a stone pile in the State Line of Virginia and West Virginia at a corner of Riling Ridge Foundation and Parcel 3 (situate in West Virginia); thence with Parcel 3 and the State Line, S 49° 39' 27" E 2988.97 feet to a monument found on the State Line in a line of the land of the United States of America; thence with the said line, S 38° 02' 47" W 663.72 feet to an iron rod set a corner to Parcel 1; thence with Parcel 1, N 59° 33' 45" W 2543.29 feet to the beginning, containing 56.9680 acres, more or less; and

This parcel of land is a portion of the property conveyed to Raven Rock Estates, Inc. By deed of record in the Clerk's Office, Circuit Court of Clarke County, Virginia, in Deed Book 81, at Page 560, as shown on the plat of H. Bruce Eden, L.S., Dated November 14, 2001.

And being the same property conveyed to the party of the first part in Deed Book 342 at Page 887 of the land records of Clarke County, Virginia. This conveyance includes any rights of way conveyed in a Deed of Ingress and Egress to the party of the first part in Deed Book 342 at Page 889 in the land records of Clarke County, Virginia.

The aforesaid party of the first part covenants that it has the right to convey the said land to the said party of the second part; that it has done no act to encumber the same; that the said party of the second part shall have and enjoy quiet and peaceable possession of the same, free from all encumbrances, and that it, the aforesaid party of the first part, will execute such further assurances of the same as may be deemed requisite.

WITNESS the following signature and seal.

SCENIC HOLDINGS, L.L.C.

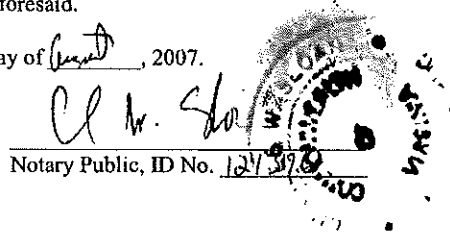
By Neil R. [Signature]

Title: MANAGING MEMBER

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fauquier, to-wit:

I, the undersigned, a Notary Public in and for the County of Fauquier, in the Commonwealth of Virginia, do hereby certify that this day personally appeared before me in my County and Commonwealth aforesaid, Neil R. [Signature], WHO ACKNOWLEDGED HIMSELF TO BE Managing Member of Scenic Holdings, L.L.C., and that he, as such Officer of Scenic Holdings, L.L.C., being authorized to do so, subscribed the foregoing Deed of Gift, dated the 22 date of August, 2007, before me in my said Commonwealth and County and aforesaid.

Given under my hand and notarial seal this 22 day of August, 2007.

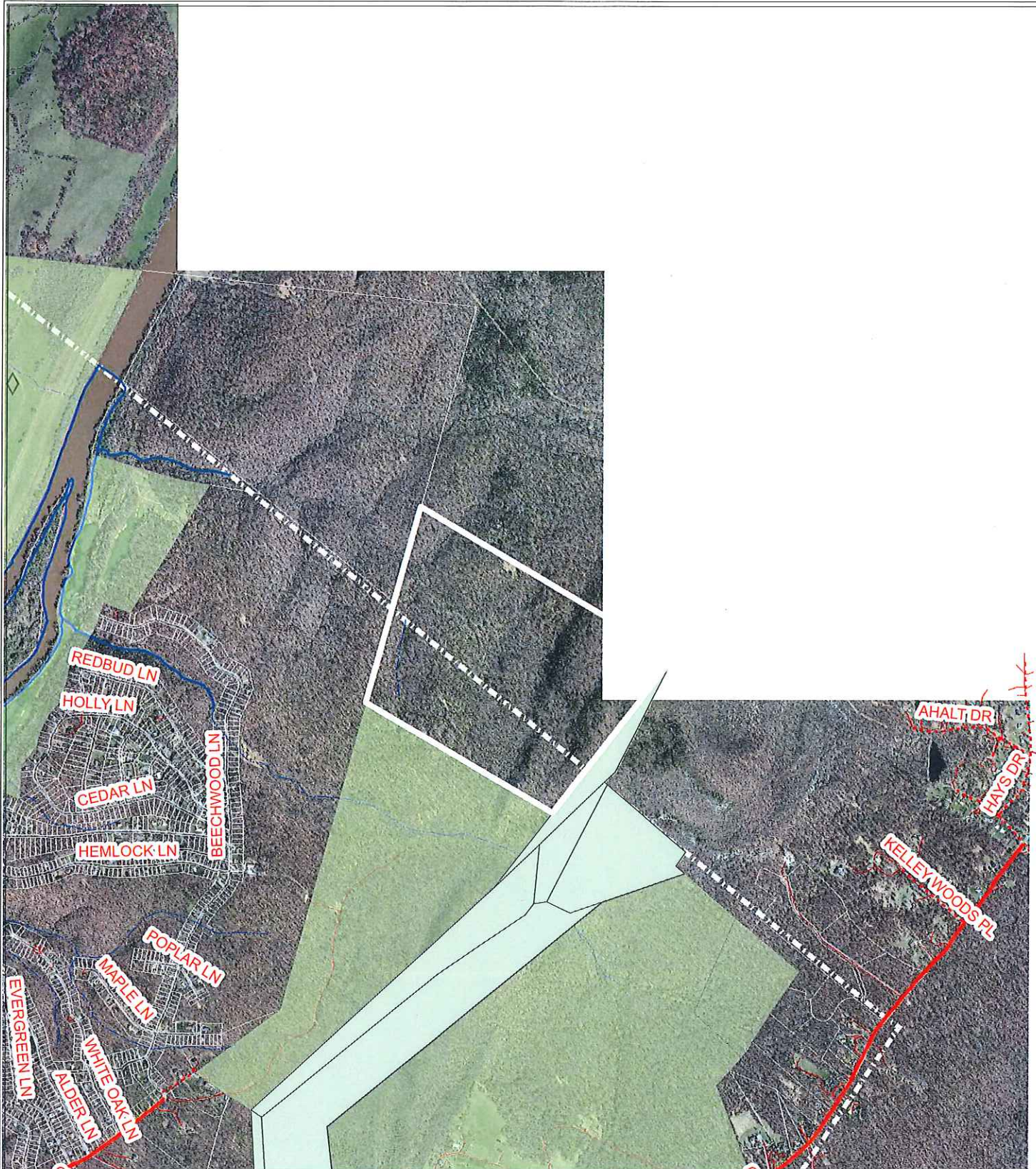


My Commission Expires: 8-30-08

VIRGINIA: in the Clerk's Office of Clarke County Circuit Court  
Sept. 25, 2007. This Deed was presented and with  
the annexed certificate of acknowledgment admitted to record at  
.....1:30 p. M. The taxes imposed by Section 58-54.1 in the  
amount of \$.....0. and by Section 58-54 of the Code  
of Virginia have been paid.

TESTE: Helen [Signature] CLERK

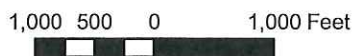




Appalachian Trail Conservancy  
 TM# 17-((A))-3E, 57 acres



Clarke County GIS  
 November 13, 2015



Appalachian Trail Corridor



Conservation Easements

Parcel Boundary

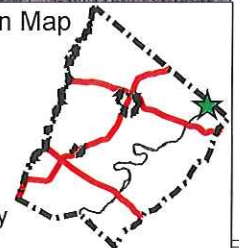
Public Road

Private Road

Scenic Byway

County Boundary

Location Map



MEMORANDUM

TO: Conservation Easement Authority  
FROM: Alison Teetor  
DATE: November 12, 2015  
SUBJECT: Application for Donation – Elizabeth Langhorne

Elizabeth Langhorne has submitted an application for an easement donation. Ms. Langhorne recently purchased 3 parcels on the corner of Browntown Rd and Old Chapel Road, known as New Market. The house is addressed at 1371 Old Chapel Road. The parcels are identified as Tax Map#’s 22-((A))-96 8.2 acres with an existing house (New Market) and a <600 square foot apartment, 22-((A))-96A, 2.6 acres is vacant with 1 DUR, and 22-((A))-96B, 5.4 acres is vacant with 1 DUR. She would like to merge the 3 parcels and retire the two remaining DURs.

The parcels are zoned AOC and are currently in landuse, in accord with the Commissioner of Revenue’s requirements, therefore a donation may be considered if at least two of the following four guidelines are met:

- 1) the parcel’s Property Resource Score is at least 35;
- 2) at least one dwelling unit right is extinguished by the conservation easement;
- 3) the parcel is adjacent to a parcel already under permanent conservation easement;
- 4) the property has a minimum area of 40 acres.

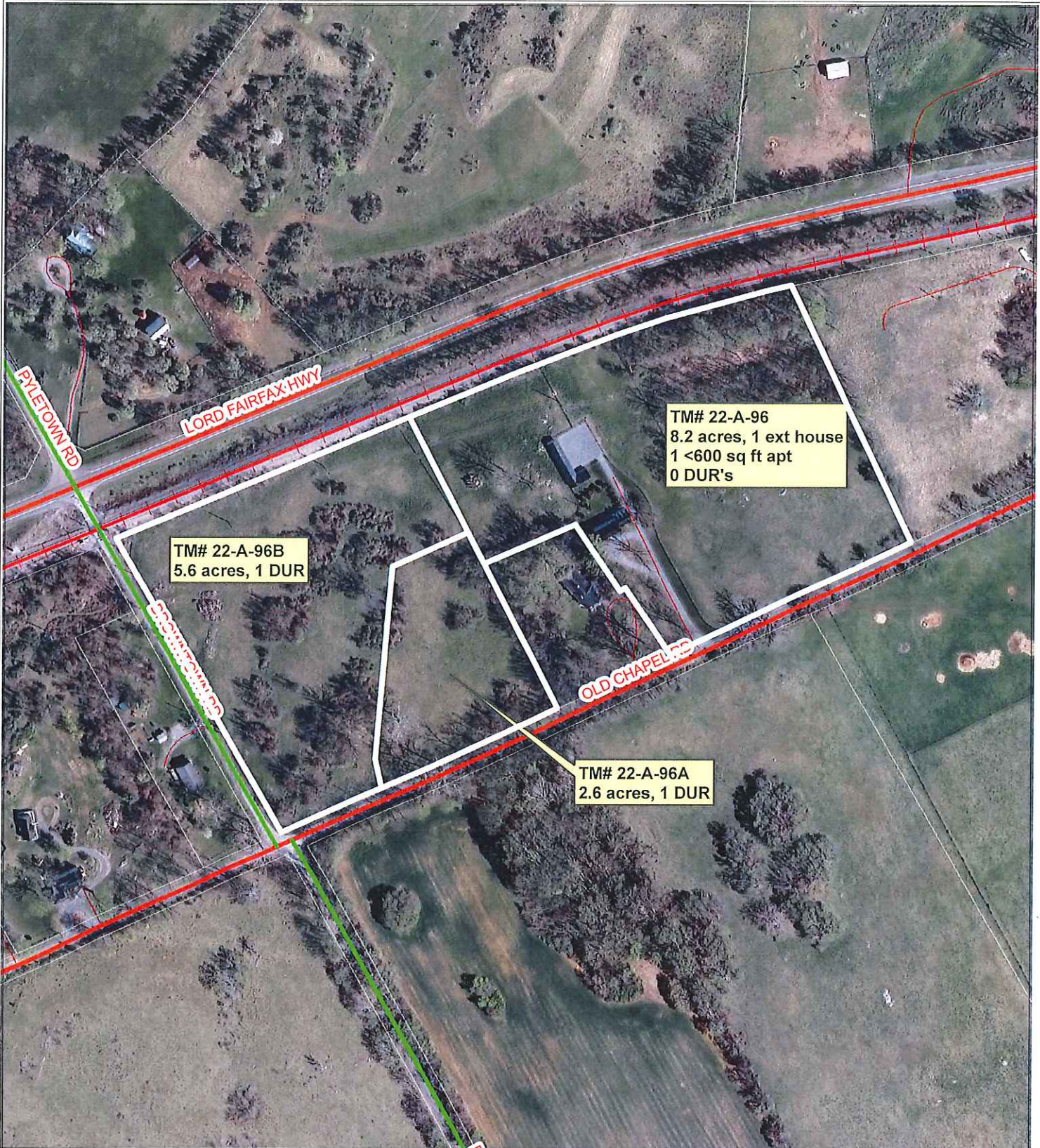
Tax Map#	Acres	Score	#DURs	# Houses
22-((A))-96	8.2	53.47	0	1
22-((A))-96A	2.6	39.8	1	0
22-((A))-96B	5.4	43.45	1	0

The parcel 96 by itself does not meet the guidelines as it meets 1 of the criteria, a score over 35. The other 2 parcels do meet as they are giving up a DUR and have a score over 35. As the parcels are intended to be merged as a result of the easement, the parcel in its entirety would meet, as it could be considered as giving up a DUR. Points were given for being adjacent to a scenic byway, Browntown Rd, retiring 2 DUR’s, and have a contributing structure in the Chapel Historic Rural District.

Recommendation

Give preliminary approval and schedule a site visit.





**Elizabeth Langhorne**  
**22-((A))-96, 96A & 96B**  
**16 acres, 2 DURs, 1 exempt.**



Clarke County GIS  
 October 29, 2015



- Conservation Easements
- Parcel Boundary
- Public Road
- Private Road
- Scenic Byway

Location Map



Aerial Imagery 2011 Commonwealth of Virginia