

1-27-23 VOF Model Deed of Open-Space Easement

This model deed is provided to assist landowners and their attorneys in preparing deeds of easement to be conveyed to the Virginia Outdoors Foundation (VOF). As each property contains unique conservation values, staff will recommend provisions appropriate to individual properties. Landowners should discuss present and future land management practices with staff before preparation of the deed of easement. VOF does not provide legal or tax advice or warrant that this model deed will meet all IRS or Virginia Department of Taxation requirements or the Virginia Land Conservation Foundation’s Conservation Value Review Criteria for easements valued at \$2.5 million dollars or more. An easement will permanently change how the property may be used and its market value. Because this change can have major estate planning and tax consequences, landowners should consult legal counsel prior to submission of their proposed easement to the VOF Board of Trustees for its consideration. Selection of alternative provisions should be made and guidance instructions in italics and brackets should be deleted.

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

Prepared by: [landowner’s attorney]

Return to: Virginia Outdoors Foundation
(Fill in regional office’s address here.)

TAX MAP NO(S). or PIN(S): _____

[Optional when tax map parcels are to be consolidated, for example -
Tax Map Parcels _____ and _____ are to be consolidated into a single tax parcel.]

Exempt from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk’s fees set forth in Sections 17.1-266, 17.1-275, and 17.1-279

THIS DEED OF GIFT OF EASEMENT [Optional: AND CONSOLIDATION OF TAX PARCELS] (this “Easement”), made this ___ day of _____, 20___, [between or among] _____, [Underline or capitalize surname of individuals.] [Include marital status of Grantor.] (collectively or together “Grantor”); the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, (“Grantee”) (the designations “Grantor” and “Grantee” refer to Grantor and Grantee and their respective successors and assigns); [if lien] _____ (“Lender”) to be indexed as Grantor; and _____, (“Trustee(s)”), to be indexed as Grantor.] [If applicable: and _____ County, Virginia, a political subdivision of the Commonwealth of Virginia, (the “County”)], witnesseth:

RECITALS

R-1 Grantor is the owner in fee simple of certain real property situated in _____ County, Virginia, containing _____ acres as further described below (the “Property”), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as set forth herein.

[*Optional: R-2* In addition, Grantor and Grantee wish to consolidate the _____ tax parcels that will be subject to this Easement as follows: Tax Parcels _____ and _____ will be consolidated into a single tax parcel. The said tax parcels were created by a plat recorded in the Clerk’s Office of the Circuit Court of _____ County in Plat Book/Plat Cabinet/Deed Book ____, Page _____. Pursuant to the second paragraph of Virginia Code Section 15.2-2275 the County is approving such consolidation as evidenced by its execution of this Easement.]

R-__ Grantee is a governmental agency of the Commonwealth of Virginia and a “qualified e organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code (the IRC”) (references to the Internal Revenue Code in this Easement are to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) and Treasury Regulations Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as set forth herein.

R-__ Chapter 461 of the Virginia Acts of 1966 provides in part “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. The balance of the Chapter is codified 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”).

R-__ Pursuant to the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitations on division, construction of buildings and other structures, and commercial and industrial activities contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal, or open-space use, all as more particularly set forth below.

R-__ Chapter 525 of the Virginia Acts of 1966, codified in Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia (1950), as amended, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-__ 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 _____ County Comprehensive Plan adopted on

_____, and the Property is located within an area that is designated as _____ on the county's future land use map.

R-__ This Easement is intended to constitute (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) and 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).

R-__ This Easement is intended to be a grant “exclusively for conservation purposes” under IRC Section 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 [*Optional addition: , is for the scenic enjoyment of the general public,*] and will yield a significant public benefit. [*In almost all VOF easements the above IRC purpose involving governmental conservation policies is applicable. One or more of the following three IRC purposes may also be applicable and may be added: and is for (1) the preservation of land areas for outdoor recreation by, or the education of, the general public under IRC Section 170(h)(4)(A)(i), (2) the protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem, under IRC Section 170(h)(4)(A)(ii) and/or (3) the preservation of an historically important land area or a certified historic structure under IRC Section 170(h)(4)(A)(iv).*]

R-__ This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is 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;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia (1950), as amended, cited above;

d. 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, cited above, 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 forested resources;

e. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered, and evaluated the benefits provided by this Easement to the public as set forth in these recitals, and has concluded that the protection afforded

the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia. Treasury Regulations Section 1.170A-14(d)(4)(iii)(B) states that such review and acceptance of a conservation easement by a governmental entity tends to establish a clearly delineated governmental conservation policy;

[*If applicable*: f. The Commonwealth's land conservation strategy of identifying and protecting high-value lands and conservation sites across the Commonwealth of Virginia. The Property or a portion thereof is located on the Commonwealth's Conserve Virginia Map under the (*Select*: Agriculture & Forestry, Natural Habitat & Ecosystem Diversity, Floodplains & Flooding Resilience, Cultural & Historic Preservation, Scenic Preservation and/or Protected Landscapes Resilience and/or Water Quality Improvement) category/categories;]

g., h., i., etc. (add any other applicable state policies); and

(ii) Land use policies of the County of _____ as delineated in:

a. its comprehensive plan, which contains the following: [*Enumerate below any applicable goals, objectives, strategies, visions, policies, etc. of the comprehensive plan.*];

. [b. *Applicable if locality has land use value assessment and the Property has been given such designation.* Section _____ of the _____ County Code, which provides for use value assessment of real estate devoted to agricultural, forestal, horticultural, or open-space use, the Property having been approved for use value assessment by the county;]

[c. *Applicable if Property is in an agricultural, forestal or agricultural and forestal district.* Section ____ of the _____ County Code, which provides certain tax benefits and other protections for agricultural and forestal use of land to landowners who voluntarily limit development of their property under the terms of the applicable district, which ordinance was enacted pursuant to the Virginia Agricultural and Forestal Districts Act. The Property is located within the _____ Agricultural and Forestal District, and, as such, has been identified by _____ County as worthy of protection for conservation purposes;]

[d. *If available, add this:* Correspondence dated _____ from _____ County acknowledging that contribution of this Easement to Grantee and the restrictions set forth herein conform to the land use plan and policies of the county;]

e., f., g., etc. [any other applicable local policies].

[*Add this if applicable:*

(iii) Land conservation policies of the United States as set forth in:
_____.]

[List in recitals below the particular conservation attributes of the Property, the public benefit they yield, and how the restrictions set forth below protect such attributes.]

R-___ Grantee has determined that this Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-___ Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I (the "Conservation Values of the Property") by restricting the use of the Property as set forth in Section II.

R-___ Grantee has determined that the restrictions set forth in Section II will preserve and protect in perpetuity the Conservation Values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values of the Property and the governmental conservation policies furthered by this Easement.

R-___ 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, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee and Grantor, Grantor does hereby give, grant, and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below [or in SCHEDULE A attached hereto and made a part hereof] [VOF prefers that the legal description be set forth below rather than in a SCHEDULE A.] and consists of _____ acres located in _____ County, Virginia, near _____, fronting on State Route _____ [or road name], to-wit:

_____ [attorney to insert legal description keyed to each tax parcel] _____

[If access to the Property is by private right-of-way, include a grant of access over said right-of-way to VOF for monitoring and enforcement purposes.]

The Property is shown as Tax Map No. [or PIN] _____ among the land records of the County of _____, Virginia. [Use if one tax parcel: **Even if the Property may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions of this Easement will apply to the Property as a whole and will bind Grantor and Grantor’s successors in interest in perpetuity. Use if more than one tax parcel: Even though the Property currently consists of _____ parcels for real estate tax purposes and it may have been acquired previously**

as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions of this Easement will apply to the Property as a whole and will bind Grantor and Grantor's successors in interest in perpetuity. If the Property is a portion of or contains a portion of a tax parcel, revise the language above accordingly.] [Optional: In addition, the parties hereto agree that Tax Map Parcels _____ and _____ are hereby consolidated into a single tax map parcel on the land records of the County for all purposes.]

SECTION I - PURPOSES

The conservation purpose of this Easement is to preserve and protect the Conservation Values of the Property 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. The Conservation Values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below, and include the Property's open-space, [*and if applicable: scenic, natural, historic, scientific, and/or recreational*] values [*Add if applicable: and its value as land preserved for rural uses such as forestry and agriculture (including livestock production)*]. [*In Section II add specific restrictions needed to provide protection for such values.*]

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose(s) of this Easement are [*Insert one or more from VLCF criteria as applicable: preservation of land for agricultural use, forestal use, natural habitat and biological diversity, and/or natural resource-based outdoor recreation or education, and/or any one or more of the following: historic preservation, watershed preservation, preservation of scenic open space, and/or preservation of open space designated by local government.*]

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property which are: (i) inconsistent with the conservation purposes of the donation or (ii) consistent with the conservation purposes of the donation, but destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the Conservation Values of the Property.

SECTION II – RESTRICTIONS

Restrictions expressly set forth in this Section II are hereby imposed on the uses of the Property pursuant to the public policies set forth above. The acts that Grantor hereby covenants to do and not to do upon the Property and the restrictions that Grantee is hereby entitled to enforce are as follows:

1. DIVISION.

(i) The Property must be maintained as a whole, and separate conveyance of a portion of the Property is prohibited, [*Add if more than one tax parcel: regardless of the number of tax map parcels or tracts it currently encompasses and*] regardless of the subdivision regulations of _____ County as they now exist or may change from time to time. [*Alternate language where division rights are retained: The Property*

may not be divided into or separately conveyed as more than _____ parcels, regardless of the number of tax parcels or tracts it currently encompasses, and regardless of the subdivision regulations of _____ County as they now exist or may change from time to time.] For purposes of this Easement, division of the Property also includes, but is not limited to, (a) recordation of a subdivision plat, (b) judicial partitioning of the Property, (c) testamentary partitioning of the Property, or (d) pledging for debt of a portion of the Property [If applicable: unless such portion is a parcel of the Property that has been divided off pursuant to a division right set forth above.]

[If applicable: (ii) Grantor must give Grantee written notice prior to making the/a division of the Property.] [If applicable: In the event of a division and conveyance of a portion of the Property as permitted in this Section II, Paragraph 1, the grantor making the conveyance retains the right to make the further permitted division(s) of the remainder of the Property not so conveyed, except to the extent the/any permitted division(s) is/are allocated by that grantor in the instrument creating the division or by another recorded instrument.]

[If the Property has road frontage: (iii) The taking or conveyance of a *de minimis* portion of the Property adjacent to State Route(s) _____ for minor road improvements will not be considered a division of the Property. Neither the taking or conveyance of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired will be prohibited by this Easement, provided that Grantee approves such taking or conveyance, which approval will be contingent upon the project including all reasonable actions, such as making landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to the Conservation Values of the Property. Grantor reserves its separate right to approve such taking or conveyance. Use of the Property for such a project is limited to minor improvements to Route(s) _____ in its/their present alignment(s), including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road(s). Such improvements may include, but are not limited to, (a) the addition or renovation of ditches, box culverts, drainage swales, side slopes, or curbing, (b) road re-grading, or (c) enhancements such as pull-offs, bike or pedestrian lanes, trails, or restoration projects. For purposes of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except pedestrian lanes, trails, or bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph will remain subject to the terms and restrictions of this Easement.]

[If applicable: (iv) In the event that a road or street is to be dedicated in connection with the/a permitted division of the Property, such dedication will not be considered a separate conveyance of a portion of the Property or a division of the Property, and this Easement will remain in force with respect to the dedicated portion.]

2. IMPERVIOUS COVERAGE LIMITATIONS.

- (i) Impervious coverage is the ground area measured in square feet of all three-dimensional buildings and structures excluding walls or fences and the ground area measured in square feet of all impervious two-dimensional surfaces exceeding 500

square feet in area not including roads or driveways. Total impervious coverage, including that of both existing and future improvements, may not exceed _____ percent (___%) of the total area of the Property. (approximately _____ square feet) [*Percentages from ¼% to ½% depending on the size and characteristics of the Property and the Conservation Values being protected.*] [*Carefully calculate the permitted impervious coverage for any parcel(s) with small acreage in order for the landowner to have enough square footage for desired buildings and structures.*]

(ii) If Grantor can demonstrate that an increase in the permitted impervious coverage would result in increased protection of the Conservation Values of the Property, Grantee may approve such increase.

[*Addition when division of the Property is permitted* (iii) In the event of division of the Property, each parcel should be allocated a certain square footage based on the respective sizes of the parcels created and any existing impervious structures or surfaces on such parcels. Should allocation not be specified in the instrument of transfer or another recorded instrument, each parcel will be automatically allocated _____ percent (___%) of the land area of such parcel. Such automatic allocation may be overridden by a subsequent allocation between or among the landowners in a recorded instrument.]

3. BUILDINGS, STRUCTURES, ROADS, DRIVEWAYS, TRAILS, AND UTILITIES

No buildings, structures, roads, driveways, trails, or utilities, other than the following, are permitted on the Property:

(i) **Buildings and structures.**

- (a) Existing and new buildings and structures on the Property with the right to construct, use, enlarge, maintain, and replace such buildings and structures, all subject to the impervious coverage limitations set forth in Section II Paragraph 2 above and the siting restrictions set forth in Section II Paragraph 3(ii) below.
- (b) No more than _____ detached (freestanding) dwellings may be maintained or constructed on the Property.
- (c) Any new building or structure exceeding 10,000 square feet in ground area must have Grantee's prior review and written approval, which approval will take into consideration the impact of the size, height, and siting of the proposed building or structure on the Conservation Values of the Property.
- (d) No building may exceed 35 feet in height, measured from the average grade of the foundation thereof except for cupolas, chimneys, antennas, silos, or other structural features having the prior written approval of Grantee.

(ii) **Siting of buildings and structures.** All new buildings and structures on the Property exceeding 500 square feet in ground area other than renewable energy facilities must be located in specific areas of the Property designated as “Building Envelopes”. Grantor and Grantee have identified such Building Envelopes as shown on the sketch attached hereto as Exhibit ___ [*Optional*: collectively comprising less than ___ percent (___%) of the total acreage of the Property]. Such buildings and structures are supportive of the permitted activities on the Property, and the location of any such buildings and structures in Building Envelopes is intended to support the conservation purposes of this Easement and to help prevent adverse impact on the Conservation Values of the Property. Any detached (freestanding) dwelling must be located in a Building Envelope.

(iii) **Roads, driveways, and trails.**

(a) Private roads and driveways to serve permitted buildings and structures and roads for permitted uses and activities such as farming or forestry.

(b) Private roads or driveways and access easements over same to serve adjacent properties, provided that the location and configuration of such roads or driveways and access easements therefor have the prior written approval of Grantee, which approval will take into consideration the impact of the roads or driveways on the Conservation Values of the Property.

(c) Trails including, but not limited to, hiking, biking, and equestrian trails.

[*If applicable*: (d) Public roads required to be constructed and dedicated in conjunction with (the) permitted division(s) of the Property, provided that Grantee determines that the construction, maintenance, and dedication of such public roads will not impair the Conservation Values of the Property and gives prior written approval of such construction, maintenance, and dedication. Any such dedication will not be considered a separate conveyance of a portion of the Property or an additional division of the Property, and this Easement will remain in effect with respect to the portion of the Property so dedicated.]

(iv) **Utilities and renewable energy facilities.**

(a) Public or private utilities within existing rights-of-way therefor, consistent with any recorded instrument granting such rights-of-way;

(b) Public or private utilities and renewable energy facilities used to harness natural renewable energy sources such as sunlight, wind, water, or biomass to serve permitted buildings, structures, or activities on the Property. Such limitation will not prohibit the sale of excess power generated incidentally in the operation of renewable energy facilities; and

(c) Public or private utilities, including renewable energy facilities as described above, to be constructed in whole or in part to serve other properties, provided Grantee determines, in its sole discretion, that the construction and maintenance of such utilities or facilities will cause no impairment of the Conservation Values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance will take into consideration the visibility and any other possible adverse impact of such utilities or facilities on the Conservation Values of the Property. Grantor reserves its separate right to approve any public or private utilities.

(v) **Signs.** Signs not exceeding 32 square feet in area.

4. ACTIVITIES PERMITTED ON THE PROPERTY.

No activities other than the following are permitted on the Property, provided, however, that such activities may not be carried out in a way that is inconsistent with the conservation purposes of this Easement:

- (i) Agricultural, forestal and equine activities, including processing of agricultural and forestal products;
- (ii) Residential, religious, educational, and scientific activities in compliance with the limitations on buildings, structures, impervious surfaces, and ground disturbance contained herein and in compliance with local, state, and federal laws and regulations;
- (iii) Commercial activities in compliance with the limitations on buildings, structures, impervious surfaces, and ground disturbance contained herein and in compliance with local, state, and federal laws and regulations,
- (iv) Management of wildlife;
- (v) Development of ecosystem functions on the land, including necessary equipment and structures, with the prior written approval of Grantee, taking into consideration the effect of such development on the Conservation Values of the Property; and
- (vi) Outdoor recreational activities requiring little or no surface alteration of the land, including hunting and fishing.

[*Optional addition:* Notwithstanding any other provisions of this Easement, no more than a *de minimis* use for a commercial recreational activity is permitted on the Property,]

5. MANAGEMENT OF FOREST.

- (i) A pre-harvest plan must be submitted to Grantee for approval no later than fourteen (14) days before the proposed date of a material timber harvest or land clearing activity, which

approval will take into consideration whether the pre-harvest plan is consistent with the terms of this Easement. Best Management Practices for Water Quality Field Guide as promulgated by the Virginia Department of Forestry must be used when a material timber harvest is undertaken.

(ii) The cutting, clearing, or removal of trees on less than ten (10) acres of the Property at any one time does not constitute a material timber harvest or land clearing activity and does not require the submission of a pre-harvest plan to Grantee.

[*If applicable* (iii) All cutting, clearing, or removal of trees must comply with all other restrictions set forth in this Easement involving protected areas of the Property.]

6. PROTECTION OF WATERS. [*Make riparian buffer and/or riparian protection zone plural if there are two or more riparian buffers and/or two or more riparian protection zones on the Property, e.g. if a creek traverses the Property and both sides are buffered.*]

To protect water quality and natural habitat, the following must be maintained on the Property:

[*Option 1 buffered watercourse*] A _____-foot riparian buffer along the edge of the [*Add as appropriate:* _____ River, _____ Creek, perennial stream, etc.] on the Property, as measured [*Select:* from the top(s) of the bank(s) of the _____ (*or if tidal watercourse*) from the high-water mark(s) of the _____.] Subsequent to the Effective Date, the _____ [*whatever watercourse*] may meander or change course naturally or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 4 (v) above. In such event, the riparian buffer(s) must remain the same width but move relative to the movement of the _____ [*whatever watercourse*]. Any buildings or structures that were outside of the original riparian buffer(s) and are determined to be within the new riparian buffer(s) will not be considered in violation of these restrictions and may be maintained and replaced at such locations, but not enlarged.

(and/or)

[*Option 2 riparian protection zone (RPZ) for wetlands*] A riparian protection zone (RPZ). Such zone is made up of marshland, swampland, or other wetlands as delineated on Exhibit ____.

(i) **PROHIBITED ACTIVITIES.** The following activities are prohibited within the riparian buffer(s) and/or the RPZ(s):

(a) Storage of compost, manure, fertilizers, or chemicals;

(b) Construction of buildings or structures except as set forth in subparagraph (ii) below;

- (c) Construction, maintenance, or paving of roads except as set forth in subparagraph (ii) below;
 - (d) Removal of trees except (1) removal of invasive species, (2) removal of dead, diseased or dying trees, including salvage harvests in response to a natural disaster, (3) removal of trees posing a threat to human health or safety, (4) minimal removal of trees for creation of small wildlife plots, (5) removal of trees for construction and maintenance of permitted roads, stream crossings, or other structures permitted in subparagraph (ii) below, and (6) material harvesting of trees with submission of a pre-harvest plan and in compliance with Best Management Practices for Water Quality Guide as promulgated by the Virginia Department of Forestry; and
 - (e) Plowing, cultivation, filling, dumping, or other earth-disturbing activities except as may be necessary for the activities permitted in subparagraph (ii) below.
- (ii) PERMITTED ACTIVITIES. The following activities are permitted within the riparian buffer(s) and/or the RPZ(s):
- (a) Fencing along or within such area(s);
 - (b) Construction and maintenance of stream crossings for pedestrians, livestock, and vehicles, which crossings minimize obstruction of water flow;
 - (c) Creation and maintenance of improvements over such area(s) to access crossings;
 - (d) Creation and maintenance of trails;
 - (e) Maintenance of existing roads;
 - (f) Creation and maintenance of natural habitat and small wildlife plots;
 - (g) Planting of trees, shrubs, grasses, and other vegetation;
 - (h) Development of ecosystem functions on the land using necessary equipment and structures, with the prior written approval of Grantee as permitted in Section II, Paragraph 4 (v) above;
 - (i) Outdoor recreational activities, including hunting and fishing; and
 - (j) Construction of new unpaved roads or paving of existing roads both with Grantee's written approval.

[Add and number any other permitted activities agreed upon, such as -

- () diversion of water for agricultural use on the Property;
- () construction and maintenance of shoreline stabilization structures and/or portions of piers or docks for recreational or aquaculture purposes with access thereto;
- () construction and maintenance of buildings and structures not exceeding _____ square feet in ground area for water-based recreation;
- () construction and maintenance of dams for ponds;]

[If applicable:

- (iii) In addition, livestock must be excluded from the [*Select:* riparian buffer(s) and/or the RPZ(s)] except (a) during times of drought or other emergencies, (b) for stream crossings or (c) for watering at limited access points.]

7. LANDSCAPE ALTERATION, EXCAVATION, AND MINING.

- (i) Grading, blasting, filling, excavation, or earth removal may not materially alter the topography of the Property except (a) for clearing, grading, and dam construction to create and maintain ponds (but not storm water retention or detention ponds to serve other properties), (b) for restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 4 (v) above, (c) as required in the construction of permitted buildings, structures, driveways, roads, trails, and utilities, or (d) for erosion and sediment control pursuant to an erosion and sediment control plan.
- (ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraph (i) above requires 30 days' prior notice to Grantee.
- (iii) Generally accepted agricultural activities will not constitute a material alteration of the topography.
- (iv) Surface mining on the Property, subsurface mining from the surface of the Property, and drilling for oil or gas or other minerals on the Property are prohibited. Dredging on or from the Property is prohibited, except for creation and maintenance of any ponds on the Property.

8. MEASUREMENTS AND DETERMINATION OF PERMEABILITY

All measurements of length, width, square footage, height, and quantity set forth in Section II Paragraphs 1 through 7 above may be made only by employees, agents, or other representatives of Grantee in accordance with common and standard methods of measurement. In addition, determination of whether a particular surface is permeable or

impermeable may be made only by employees, agents, or other representatives of Grantee.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Employees, agents, and other representatives of Grantee may enter the Property or use remote inspection methods from time to time for purpose of (i) inspection (including photographic documentation of the condition of the Property), (ii) flagging or otherwise marking the boundaries of specific areas or zones on the Property that are restricted as to the structures or activities allowed thereon in Section II above, and (iii) enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency entrance may be made to observe, document, 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.**
 - (i) Grantee, in accepting this Easement, commits to protecting the Conservation Values of the Property and advancing the conservation purposes of this Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth in Section II of this Easement; (d) to require Grantor to replant or pay for the replanting of trees on the Property harvested in violation of the restrictions involving timber or trees set forth in Section II of this Easement, (e) to require Grantor to pay the costs of ascertaining the value of the timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement; (f) to pay to Grantee three times the value of the timber on the stump for the value (at the time of harvesting) of such timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement, constituting the agreed-upon harm to the Conservation Values of the Property protected herein caused by such wrongful harvest; (g) to enjoin non-compliance by temporary or permanent injunction; and (h) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor must reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay will 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 defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

- (ii) Notwithstanding any other provision of this Easement, Grantor will not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) 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.
- (iii) Nothing in this Easement creates any right in the public or any third party to maintain a judicial proceeding against Grantor or Grantee. The conveyance of this Easement to Grantee does not affect the property rights of contiguous landowners or vest in any contiguous or nearby landowner rights in the Property or in the administration of this Easement by Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to describe the condition and character of the Property, and the Baseline Documentation Report (BDR) describes the condition and character of the Property on 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. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

Grantee may compile written reports and photographic or other visual media documentation of the condition of the Property from time to time as a result of inspection of the Property pursuant to Section III Paragraph 1. Right of Inspection above.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement will 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, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and will 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 interest in the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein may be construed to convey to the public or any third party a right of access to or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access to and use of the Property.

3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is not subject to any purchase options, deed of trust liens, mortgage liens, or other liens not subordinated to this Easement, and (iv) no consent of any third party is required for Grantor to enter into this Easement. [*Add if applicable:* (v) each person and/or entity signing on behalf of Grantor is authorized to do so, *and/or* (vi) Grantor is duly organized and legally existing under the laws of the Commonwealth of Virginia *and/or* (vii) all beneficiaries' consents have been obtained to enter into this Easement.]
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
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. Therefore, even though certain structures, infrastructures, or activities are permitted on the Property by this Easement, this does not guarantee that such structures, infrastructures, or activities will be permitted by federal, state, or local governments, which permission will depend upon federal, state, or local laws or regulations. Neither the Property, nor any portion of it, has been or may be proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered 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 may be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise. Grantor and Grantee intend by this Easement to permanently and irrevocably terminate and extinguish all development rights (except such rights as are specifically reserved to Grantor by this Easement) that are now, or hereafter may be, allocated to, implied, reserved, or inherent in or to the Property.
6. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein be liberally construed in favor of the grant to effect the purposes of this Easement. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the Conservation Values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this

Easement qualify as a “qualified conservation contribution” as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this Easement will be construed and applied in a manner that will not prevent it from being a qualified conservation contribution.

7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** It is the intention of Grantor and Grantee that this Easement 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, provided that any failure of Grantor to comply with this requirement will not impair the validity of this Easement, limit this Easement’s enforceability in any way, or constitute a violation of this Easement.

8. **NOTICE TO GRANTEE AND GRANTOR.**

(i) For the purpose of giving notices hereunder the current address of Grantee is PO BOX 85073 PMB 38979, Richmond, Virginia 23285-5073, US, and any notice to Grantor should be given to Grantor 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 _____ . Notice to such Grantor’s address will constitute notice to all record owners of the Property.

(ii) Grantor must notify Grantee in writing at or prior to closing on any *inter vivos* transfer other than a deed of trust or mortgage on all or part of the Property. Failure to give such notification will not impair the validity of this Easement, limit its enforceability in any way, or constitute a violation of this Easement.

9. **NOTICE AND APPROVAL.**

(i) Grantor agrees to notify Grantee in writing at least 30 days before undertaking any activity or exercising any reserved right that may have an adverse effect on (a) any conservation interests associated with this Easement as required by Treasury Regulation 1.170A-14(g)(5) or (b) the Conservation Values of the Property as encumbered by this Easement.

(ii) Grantor and Grantee acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee (a) all potential future land uses, (b) future technologies, and (c) future evolution of the land and its resources affecting the Property or the conservation purpose of this Easement. In addition, Grantor and Grantee recognize that (a) best management practices, (b) climate, (c) the ecological state of the region, and (d) scientific knowledge will change over time. Because of this acknowledgement and recognition, Grantor further agrees to notify Grantee in writing at least 30 days before undertaking any activity or exercising any reserved right that, because of unforeseen or changed circumstances, involves activities regarding which the restrictions in this Easement are silent or indeterminate.

- (iii) Such notice under subparagraph (i) or (ii) must describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to allow Grantee to ensure that such activity will not have an adverse effect on (a) any conservation interests associated with this Easement or (b) the Conservation Values of the Property as encumbered by this Easement. Such notice affords Grantee an adequate opportunity to either prohibit or approve and monitor such activities to ensure that they are carried out in a manner not having such adverse effect.
 - (iv) Grantee may grant its consent to such activities if it determines, in its sole discretion, that the performance of such activities (a) does not confer upon Grantor an impermissible private benefit, (b) does not violate any of the terms of this Easement, and (c) does not have an adverse effect on any conservation interests associated with this Easement or the Conservation Values of the Property.
 - (v) Circumstances that may justify Grantee's approval of activities regarding which this Easement is silent or indeterminate include: (a) disease, pests, fire, storms, or natural disasters; (b) changes in scientific knowledge, technology, or best management practices; (c) the existence of threatened or endangered species on or abutting the Property; (d) changes in climate affecting the condition of the Property or property in the surrounding area; or (e) other unforeseen circumstances that threaten or have an adverse effect on the Property or its Conservation Values.
 - (vi) Grantor may not undertake any such proposed activity or exercise any such reserved right unless and until Grantor receives Grantee's approval in writing.
- 10. 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 Treasury Regulation 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 conveyance of this Easement, that any such tax benefits will be transferable, or that there will be any market for any tax benefits that might be transferable.
- 11. GOODS AND SERVICES.** By its execution hereof, Grantee acknowledges and confirms receipt of this Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of this Easement.
- 12. NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement will not merge into the fee interest, but will survive the deed and continue to encumber the Property.
- 13. ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions set forth in this Easement are to be continued in perpetuity, (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury

Regulations, and (iii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act. Grantee must notify Grantor in writing at or prior to closing that this Easement is being assigned and to whom it is being assigned.

14. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that this Easement on the Effective Date bears to the value of the Property as a whole at that time.
15. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
16. **EXTINGUISHMENT.** This Easement may be extinguished, in whole or in part, only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in the conditions surrounding the Property has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment to Grantee of a share of the proceeds from a subsequent sale, exchange, or involuntary conversion of the Property at least equal to the proportionate value of this Easement computed as set forth in Section V, Paragraph 14 above. Grantee must use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this Easement. For purposes of this Easement, an extinguishment involves the removal of all or any part of the Property from this Easement.
17. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Conservation Values of the Property or add acreage to the restricted property by an amended deed of easement, provided that no amendment may (i) affect this Easement's perpetual duration or remove this Easement from any portion of the Property, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, (iii) reduce the protection of the Conservation Values of the Property, (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 will be effective unless documented in a notarized document executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia.
18. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, access or utility easements over the Property, and requests for approval under Section V Paragraph 9 above. Such cost recovery charges will be determined and periodically adjusted by Grantee's Board of Trustees, as set forth in a published fee schedule.

19. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants will be jointly and severally liable for all obligations of Grantor set forth herein.
20. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision will be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, 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 will not be affected thereby.
21. **ENTIRE AGREEMENT.** This instrument [*Add if applicable:* (including Schedule _____ and/or Exhibit(s) _____)] sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement whether verbal or written.
22. **CONTROLLING LAW.** The interpretation and performance of this Easement will be governed by the laws of the Commonwealth of Virginia and the United States, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 6 above in order to give maximum effect to its conservation purposes.
23. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**
This Easement cites various federal statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.
24. **RECORDING.** This Easement will be recorded in the land records in the Clerk’s Office of the Circuit Court of _____ County, Virginia, and Grantee may take any steps necessary in said clerk’s office to preserve its rights under this Easement in the future.
25. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, will be an original, but all of which will constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto will not affect the validity of this Easement.
26. **DEFINITIONS.** For purposes of this Easement, the phrase “Effective Date” means the date upon which this Easement was first put to record in the Clerk’s Office of the Circuit Court of _____ County, Virginia. The words “currently” or “existing” mean currently or existing on the Effective Date. Time will be calculated in calendar days, not business days.

[Add Additional Grantor paragraph, when only one spouse owns the Property or portions thereof.]

_____, Additional Grantor, husband/wife of Grantor, joins in the execution of this Easement to evidence his/her consent to the gift of easement herein made and its exclusion from the augmented estate of Grantor pursuant to Virginia Code §64.2-305 B.(i) as now written or hereafter amended.

[Subordination, if applicable

_____, herein the Lender, is the note holder under a certain deed of trust dated _____ and recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia in Deed Book _____ at Page _____, which subjects the Property [*or a portion of the Property*] to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said deed of trust will be held subject to this Easement and all of Grantee's rights hereunder, and joins in this Easement to reflect its direction to the Trustee(s) to execute this Easement to give effect to the subordination of such deed of trust to this Easement and to Grantee's said rights. The Trustee(s) join(s) in the execution of this Easement to confirm that in the event of foreclosure under the deed of trust or other sale of the property described in the deed of trust under judicial or non-judicial proceedings, the property will be sold subject to this Easement and to all of Grantee's rights hereunder. [*If applicable: It is understood by the parties hereto that the granting of the deed of trust on a portion or portions of the Property constitutes a division of the Property unless and until such deed of trust has been released of record.*]

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of __ of deed of open-space easement]

Grantor

Grantor

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

The foregoing instrument was acknowledged before me this ___ day of _____,
20___ by _____.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by
_____.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 2 of ___ of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, a Deputy Director/Staff Attorney of the Virginia Outdoors Foundation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 3 of ___ of deed of open-space easement]

Lender:

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [*name of officer*], _____ [*title of officer*] of _____ [*name of corporation*], a _____ [*state of incorporation*] corporation, on behalf of the corporation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 4 of ____ of deed of open-space easement]

_____, Trustee

_____, Trustee

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, Trustee.

Notary Public

(SEAL) My commission expires: _____
Registration No. _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, Trustee.

Notary Public

(SEAL) My commission expires: _____
Registration No. _____

(OPTIONAL SIGNATURE PAGE IF THERE IS CONSOLIDATION OF TAX PARCELS)

[Counterpart signature page of 5 of _____ of deed of open-space easement]

_____ COUNTY, VIRGINIA

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, _____ of the County of _____, Virginia.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Approved as to form:

County Attorney