Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]

Date of Instrument: [1/10/2020]
Instrument Type: [DG]
Number of Parcels: [1]
Number of Pages: [25]

City [ ] County [X] [Albemarle County]
First and Second Grantors

Last Name [UNIVERSITY OF VIRGIN] [ ]
First Name [ ]
Middle Name or Initial [ ]
Suffix [ ]

First and Second Grantees

[ALBEMARLE CONSERVATION EASEMENT AUTHORITY]

Grantee Address

(Name) [ALBEMARLE CONSERVATION EASEMENT AUTHORITY]
(Address 1) [401 Mcintire Road]
(Address 2) [CHARLOTTESVILLE]
(City, State, Zip) [VA] [22902]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City [ ] County [ ] Percent in this Juris. [100]
Book [ ] Page [ ]
Parcel Identification No (PIN) [09200000-00-0212 & OTHERS]
Tax Map Num. (if different than PIN) [SAME]
Short Property Description [29 PARCELS, 1.195 ACRES, MORE OR LESS]

Current Property Address

(Address 1) [ ]
(Address 2) [ ]
(City, State, Zip) [ ]

Instrument Prepared by [RICHARD G RASMUSSEN III]
Recording Paid for by [MCCALLUM & KUDRAVETZ PC]
Return Recording to (Name) [MCCALLUM & KUDRAVETZ PC]
(Address 1) [250 EAST HIGH STREET]
(Address 2) [CHARLOTTESVILLE]
(City, State, Zip) [VA] [22902]

Customer Case ID [15791.25283]
NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: Richard G. "Lee" Rasmussen, III, VSB # 40694
McCallum & Kudravetz, P.C.
250 E. High Street
Charlottesville, VA 22902
(434) 293-8191

Return to: Albemarle Conservation Easement Authority
401 McIntire Road
Charlottesville, Virginia 22902

PARCEL ID NOS: 09200-00-00-021A2, 09200-00-00-06400, 09200-00-00-064F0, 09200-00-00-064G0,
09200-00-00-064H0, 09200-00-00-064H1, 09200-00-00-064H2, 09200-00-00-064H3, 09200-00-00-064H4,
09200-00-00-064H5, 09200-00-00-064H6, 09200-00-00-064H7, 09200-00-00-064H8, 09200-00-00-064H9,
09200-00-00-064I0, 09200-00-00-064I1, 09200-00-00-064I2, 09200-00-00-064I3, 09200-00-00-064I4,
09200-00-00-064I5, 09200-00-00-064I6, 09200-00-00-064I7, 09200-00-00-064I8, 09200-00-00-064I9,
09200-00-00-064K0, 09200-00-00-064K1, 09200-00-00-064K2, 09200-00-00-064K3, 09200-00-00-064K4

Exempt from recordation tax under the Code of Virginia (1950), as amended, Sections 58.1-811 (A) (3) and/or 58.1-811 (C)(4) and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 10th day of January, 2020, by and between UNIVERSITY OF VIRGINIA FOUNDATION, a Virginia non-stock corporation ("Grantor"), and the ALBEMARLE CONSERVATION EASEMENT AUTHORITY, a public recreational facilities authority and political subdivision of the Commonwealth of Virginia, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Albemarle County, Virginia, containing in the aggregate 1,195 acres, more or less, as further described below (the "Property"), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a political subdivision of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be 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) (the “IRC”) and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 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, as amended (the “Open-Space Land Act”).

R-4 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, residential construction, and commercial and industrial uses contained in Section II ensure that the Property will remain perpetually available for agricultural, forestal, or open-space use, all as more particularly set forth below.

R-5 Chapter 56, Title 15.2 of the Code of Virginia authorizes the creation of public recreational facilities authorities, such as the Grantee, and further authorizes those authorities to acquire lands or rights in land.

R-6 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 of Albemarle Comprehensive Plan adopted on June 10, 2015, and the Property is located within an area that is designated as Rural Areas on the county’s future land use map.

R-7 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-8 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 because it is for the scenic enjoyment of the general public and will yield a significant public benefit, is for the protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem, under IRC Section 170(h)(4)(A)(ii), and is for the preservation of an historically important land area under IRC Section 170(h)(4)(A)(iv).

R-9 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. 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 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; and

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

a. its comprehensive plan adopted on June 15, 2015, to which plan the restrictions set forth in this Easement conform and which contains the following:
   i. the Rural Area Chapter of the Albemarle County Comprehensive Plan includes the following goal, objective, and strategy:
      • GOAL: Albemarle's Rural Area will have thriving farms and forests, traditional crossroads communities, protected scenic areas, historic sites, and preserved natural resources.
      • Objective 2: Protect and preserve natural resources, which include mountains, hills, valleys, rivers, streams, groundwater, and retain continuous and unfragmented land for agriculture, forestry, biodiversity, and natural resource protection.
      • Strategy 2d: Continue to promote conservation easements to provide a financially attractive way for landowners to protect family farms in Albemarle County and their unique open space resources, to provide an opportunity for landowners to voluntarily sell a conservation easement to a public agency to be held in trust for perpetuity, and to preserve important features of the Rural Area for all.
   ii. the Natural Resources Chapter of the Albemarle County Comprehensive Plan includes the following goal, objectives, and strategy:
      • GOAL: Albemarle’s ecosystems and natural resources will be thoughtfully protected and managed in both the Rural and Development Areas to safeguard the quality of life of present and future generations.
      • Objective 1: Ensure clean and abundant water resources for public health, business, healthy ecosystems, and personal enjoyment by preventing shortages and contamination.
      • Objective 4: Protect the biological diversity and ecological integrity of the County in both the Rural Area and Development Areas.
      • Strategy 5b: Continue to protect critical slopes in the Rural Area.
b. Article VIII, Chapter 15 of the Albemarle County Code, which provides for use value assessment of real estate devoted to agricultural, forestal, horticultural, or open-space uses, the Property having been approved for use value assessment by the county;

c. Correspondence dated October 18, 2019, from Albemarle 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; and

d. 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 general 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 Regulation Section 1.170A-14(d)(4)(ii)(B) states that such review and acceptance of a conservation easement by a governmental entity tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii); and

(iii) Land conservation policies of the United States as set forth in: Federal Executive Order 13508 (5/19/2009), the goals of which include permanently protecting two million acres in the Chesapeake Bay Watershed by 2025.

R-10 Large portions of the Property are visible from Thomas Jefferson’s historic home, Monticello, which is a National Historic Landmark, UNESCO World Heritage Site, and an important tourism destination for Albemarle County, the Commonwealth of Virginia, and the United States. Conservation of the Property through the restrictions provided in this Easement will help protect Monticello’s viewshed in furtherance of the aforementioned local governmental conservation policies.

R-11 The Property is located in the Southern Albemarle Rural Historic District and the development restrictions and structure setbacks contained herein will enhance the historic character of this district.

R-12 The Property has approximately 6,032 linear feet of frontage on State Route 795 (James Monroe Parkway).

R-13 The Property has 374 acres of soils designated as Prime and 565 acres of soils designated as Locally Important for agriculture in the Albemarle County Comprehensive Plan. Furthermore, the Albemarle County Comprehensive Plan also designates 999 acres of the Property as productive for pine, 92 acres of the Property as productive for hardwoods, 56 acres of the Property as productive for sycamore, and 14 acres of the Property as productive for black walnut. The development restrictions contained herein will limit impacts on these soils and keep them available for productive rural uses.

R-14 The Property contains approximately 11,816 linear feet of streams within the area designated as 100-year floodplain of the Buck Island Creek Watershed. Buck Island Creek is a
tributary of the Rivanna River, which is a tributary of the James River, and in turn, the Chesapeake Bay. The Rivanna River and the James River are public drinking water sources for many downstream communities, and the Chesapeake Bay is one of the largest estuaries in North America and protection of its water quality is vitally important to the economies and ecologies of Virginia, Maryland, and other parts of the mid-Atlantic region of the United States. Protection of the Property by this Easement will help protect the water quality of these important water resources.

R-15 The Property shares approximately 8,950 linear feet of boundaries with other parcels under open-space easements deeded to Grantee and other eligible donees within the meaning of IRC Section 170(h)(3) and the protection of the Property hereunder contributes to the open-space values of the area containing such lands under easement;

R-16 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-17 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-18 Grantee has determined that the restrictions set forth in Section II (the Restrictions) 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-19 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, 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 (this “Easement”) over, and the right in perpetuity to restrict the use of, the Property, which is described in SCHEDULE A hereto and made a part hereof and consists of 1,195 acres, more or less located in Albemarle County, Virginia, near Rolling Road, fronting on State Route 795 (James Monroe Parkway).

The Property is shown as Parcel ID Nos. 09200-00-00-021A2, 09200-00-00-06400, 09200-00-00-064F0, 09200-00-00-064G0, 09200-00-00-064H0, 09200-00-00-064H1, 09200-00-00-064H2, 09200-00-00-064H3, 09200-00-00-064H4, 09200-00-00-064H5, 09200-00-00-064H6, 09200-00-00-064H7, 09200-00-00-064H8, 09200-00-00-064H9, 09200-00-00-064J0, 09200-00-00-064J1, 09200-00-00-064J2, 09200-00-00-064J3, 09200-00-00-064J4, 09200-00-00-064J5, 09200-00-00-064J6, 09200-00-00-064J7, 09200-00-00-064J8, 09200-00-00-064J9, 09200-00-00-064K0, 09200-00-00-064K1, 09200-00-00-064K2, 09200-00-00-064K3, and 09200-00-00-064K4 among the land records of the County of Albemarle, Virginia. Even though the Property consists of 29 parcels for real estate tax purposes and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this
Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I - 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, scenic, natural, and historic values and its value as land preserved for rural uses such as forestry and agriculture (including livestock production).

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose of this Easement is preservation of land for agricultural use, forestal use, 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 at any time on the Property if such acts or uses are: (i) inconsistent with the conservation purposes of the donation as provided in Treasury Regulation Section 1.170A-14(g)(1) or (ii) consistent with the conservation purposes of the donation, but are destructive of other significant conservation interests as provided in Treasury Regulation Section 1.170A-14(c)(2) unless such acts or uses are necessary for the protection of the conservation interests that are the subject of the donation as provided in Treasury Regulation Section 1.170A-14(e)(2).

SECTION II - RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property and the restrictions that Grantee is hereby entitled to enforce are and shall be as follows:

1. DIVISION.

(i) The Property shall not be divided into, or separately conveyed as, more than nine (9) parcels [eight (8) divisions permitted]. For purpose of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) Grantor shall give Grantee written notice prior to making a division of the Property. In the event of a division and conveyance of a portion of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted divisions of the remainder of the Property not so conveyed, except to the extent
any permitted divisions are allocated by that grantor in the instrument creating the division or another recorded instrument.

(iii) The acquisition of a portion of the Property adjacent to State Route 795 (James Monroe Parkway) for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall 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 its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route 795 (James Monroe Parkway) in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects. For the purpose of this paragraph, “minor road improvements” does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

(iv) In the event that the/a permitted division of the Property requires a road or street dedication, such dedication shall not be considered a separate conveyance of a portion of the Property or a division of the Property, and this Easement shall remain in force with respect to the dedicated portion.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) Buildings, structures, roads, and utilities. No buildings, structures, roads, or utilities, other than the following, are permitted on the Property, provided, however, that certain permitted buildings and structures are subject to the siting restrictions set forth in Section II Paragraph 2(iv) below:

(a) Dwelling unit(s) and non-residential outbuildings and structures.
Eighteen (18) dwelling units (“dwellings”), such as detached or attached dwellings, barn or garage apartments, or cabins.

(1) Such dwellings shall not individually exceed 10,500 square feet of above-ground enclosed living area without Grantee’s prior review and written approval, which approval shall take into consideration the impact of the size, height, and siting of the proposed dwellings on the conservation values of the Property.

(2) Notwithstanding the permitted size of individual dwellings set forth above, the aggregate size of all dwellings constructed on each parcel created and permitted pursuant to Section II, Paragraph 1 above shall
not exceed 10,500 square feet of above-ground enclosed living area. No more than two dwellings shall be constructed on each parcel.

(3) Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of a dwelling on the Property.

(4) In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights and the rights under Section II, Paragraph 2(iii) below unless such rights are allocated among the parcels in the instrument creating the division or another recorded instrument. If permitted dwelling rights and/or rights under Section II, Paragraph 2(iii) below are allocated among the parcels, the square footage of above-ground enclosed living area should also be so allocated. Nothing in this Section shall be construed to permit a grantor from constructing more than two (2) dwellings on a parcel or exceeding the overall collective footprint limitation or the limit on above-ground square footage.

(5) Non-residential outbuildings and structures are permitted only if they are (i) commonly and appropriately incidental to permitted dwelling(s) (such as swimming pools, cabanas, bath houses, tennis or basketball courts, decking detached from the single-family dwelling units, gazebos, garages, and tool sheds), (ii) sized appropriately to serve as amenities to residential use, and (iii) neither designed, equipped nor furnished for sleeping or cooking, and (iv) if such outbuildings and structures do not individually exceed 2,500 square feet in ground area;

(b) **Farm buildings and structures.** Farm buildings and structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee. Approval shall be limited to consideration of the impact of the size, height, and siting of the proposed building or structure on the conservation values of the Property. For purpose of this paragraph (b), a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II, Paragraph 3(i)(a) below;

(c) **Buildings for the processing and sale of farm or forest products or for certain animal-related uses.** Buildings not exceeding four thousand five hundred (4,500) square feet of enclosed area in the aggregate and not individually exceeding two thousand five hundred (2,500) square feet of enclosed area for the processing and sale of farm or forest products produced or partially produced on the Property or, with Grantee's prior written approval, buildings for boarding kennels, wildlife rehabilitation centers, veterinary clinics, or similar enterprises. For purpose of this paragraph (c), a building for the processing and sale of farm or forest products or for animal-related uses shall mean a building
originally constructed and used for the activities specified in Section II, Paragraph 3(i)(b) below. Approval of buildings for animal-related uses shall be contingent upon Grantee’s determination that the construction of such buildings is consistent with the conservation purposes of this Easement and protective of the conservation values identified herein and that the buildings are located at sites on the Property not adversely impacting such conservation values. In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted rights to buildings for the processing and sale of farm or forest products or for certain animal-related uses unless the right to construct such building or buildings is allocated among the parcels in the instrument creating the division or another recorded instrument;

(d) Roads, driveways, and trails.

(1) Paved driveways or graveled or pervious-surface roads or access ways to serve permitted buildings and structures, and roads with permeable surfaces for public safety needs or permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over same to serve adjacent properties which are not subject to this Easement, provided that any such roads or driveways serving more than one adjacent dwelling have the prior written approval of Grantee, which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property.

(3) Public roads required to be constructed and dedicated in conjunction with the permitted divisions 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. Any such dedication shall not be considered a separate conveyance of a portion of the Property or an additional division of the Property, and this Easement shall remain in effect with respect to the portion of the Property so dedicated.

(4) Unpaved trails, including, but not limited to, hiking, biking, and equestrian trails;

(e) Utilities and alternative energy structures.

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

(2) Public or private utilities to serve permitted buildings, structures, or activities on the Property. In addition, public or private utilities (except for community wells and/or sewage treatment) to be constructed in whole or in part to serve other properties are permitted, provided Grantee determines that the location, construction, and maintenance of such utilities will cause no impairment of the
conservation values of the Property and gives its prior written approval for such location, construction, and maintenance. Approval of such location, construction, and maintenance shall take into consideration the visibility and any other possible adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate right to approve any public or private utilities.

(3) Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, provided that any such structure(s):

(a) serve only permitted buildings, structures, or activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment; (b) are reviewed by the Grantee who determines that the location, construction, and maintenance of such utilities will cause no impairment of the conservation values of the Property and gives prior written approval for such location, construction, and maintenance, and (c) are not be visible from any public road or historic viewshed, including, without limitation, the view from Monticello.

(b) Small-scale miscellaneous buildings and structures. Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, boardwalks, structures for crossing streams or wetlands or portions of docks or piers (all subject to the limitations set forth in Section II, Paragraph 5(ii) below); and

(c) Signs. Signs (but not billboards or other signs larger than 32 square feet in area).

(ii) Construct, use and maintain. Grantor shall have the right to construct and use any dwellings, other buildings, structures, roads, driveways, trails, and utilities permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted dwellings, other buildings, structures, roads, driveways, trails, and utilities on the Property, within the limitations set forth in this Easement.

(iii) Alternative use of square footage of dwellings. All or a portion of the allowable square footage for dwellings set forth in Section II, Paragraph 2(i)(a) above may be allocated to any number of buildings to be used for natural resource-based educational, scientific, or recreational purposes, provided that Grantee determines that the conversion of dwellings or the construction of new buildings for such purposes is consistent with the conservation purposes of this Easement, determines that such conversion or construction will not impair the conservation values protected herein, and gives prior written approval of such conversion or construction. The approval of such construction shall take into
consideration the impact of the size, height, and siting of the proposed building(s) on the conservation values of the Property.

(iv) **Siting of buildings and structures.** To protect the scenic and water-quality values of the Property, no buildings or structures shall be constructed within five hundred feet (500') of State Route 795 (James Monroe Parkway) as measured from the center line of the road as shown on Exhibit A attached hereto or as set forth in Section II, Paragraph 5(i) below.

Buildings or structures exceeding 1,000 square feet in ground area that are visible from Monticello shall be designed and sited to minimize, to the extent reasonably practical, their impact on the scenic panorama viewed by the visiting public at Monticello. Acceptable strategies for minimizing visibility include, but are not limited to, (a) screening buildings and structures with appropriately-sited evergreen plants and (b) employing architectural forms, materials, and colors that blend with the natural landscape rather than contrast with it. To that end, (a) colors that are muted and blend with the natural landscape (e.g., mid-spectrum browns and grays or sandy tones) shall be used instead of bright pastels or whites on exterior facades, and (b) any metal roofing shall be made of copper or painted to avoid high reflection once it has weathered to the point where the surface will hold paint.

(v) **Collective footprint limitation.** For the purpose of this paragraph, the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a) through (c), (e), and (f) and Section II, Paragraph 2(iii) above and all other impervious surfaces, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks. The collective footprint shall not exceed one percent (1%) of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. In the event of division of the Property, the collective footprint of each created parcel shall not exceed one percent (1%) percent of the total area of such parcel unless otherwise allocated in the instrument of transfer or another recorded instrument or allocated de facto by conveyance of a parcel with existing structures.

3. **INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.**

(i) Industrial or commercial activities on the Property are limited to the following:

(a) agriculture (including livestock production), equine activities, or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property and approved animal-related uses in buildings permitted in Section II, Paragraph 2(i)(c) above;

(c) small-scale commercial operations, events, or industrial operations, provided that any such operations or events (i) are incidental to and compatible with the activities
set forth in subsection (a) above and (ii) receive the Grantee’s prior written approval as consistent with the conservation purposes of this Easement;

(d) activities, other than those already permitted in (a) and (b) above, that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance, provided that such activities to be conducted in buildings exceeding 10,000 square feet in ground area are subject to the prior written approval of Grantee, which approval shall take into consideration the impact of the activities and any proposed associated infrastructure improvements on the conservation values of the Property;

(e) the sale of excess power generated in the operation of alternative energy structures and associated equipment to serve permitted buildings, structures, and activities on the Property as provided in Section II, Paragraph 2(i)(e)(3) above;

(f) activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration, and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee’s approval, Grantor is free to participate in same in Grantor’s discretion and to retain any remuneration derived therefrom;

(g) outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected; and

(h) natural resource-based educational, scientific, or recreational activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein.

4. MANAGEMENT OF FOREST

(i) Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest (whether of healthy or diseased trees) or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than fourteen (14) days before the proposed date of a timber harvest, which approval shall take into consideration whether the pre-harvest plan is consistent with the terms of this Easement. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

(ii) The cutting, clearing, or removal of trees on less than ten (10) acres of the Property at any one time does not require a pre-harvest plan, if:
(a) the cutting, clearing or removal of trees is necessary for the construction or maintenance of permitted roads, driveways, trails, utilities, buildings, structures, food plots, or ponds;

(b) the trees are used for firewood for Grantor’s domestic use;

(c) the trees are invasive species;

(d) the trees pose a threat to the health or safety of persons, property or livestock;

(e) the trees are dead, diseased, or dying; or

(f) the cutting, clearing, or removal of trees is necessary for other permitted activities on the Property, except timber harvesting or land clearing, provided that the clearing of land to preserve or reclaim fields is permitted.

(iii) Notwithstanding the other provisions of this Section II, Paragraph 4, prior to the commencement of timber harvesting, land clearing, or other significant forest management activities on any portion of the Property which contains twenty (20) acres or more of forest lands, Grantor shall obtain a Virginia Forest Stewardship Plan. The Virginia Forest Stewardship Plan shall require that all forest management and harvesting activities be developed by, or be in consultation with, the Virginia Department of Forestry, or be consistent with Virginia’s Forestry Best Management Practices for Water Quality Guide.

4A. AGRICULTURAL CONSERVATION PLAN. If five acres or more of the Property are in commercial agricultural production, a written conservation plan shall be developed or be in place that stipulates the use of Best Management Practices for water quality protection (such as proper nutrient management, utilization of cover crops, and stabilization of highly erodible lands) on such lands in agricultural use. The plan shall be developed in consultation with a representative of the Thomas Jefferson Soil and Water Conservation District, the Natural Resources Conservation Service (NRCS), or their successor organizations, and shall be implemented and periodically updated by Grantor. Grantee’s responsibility with respect to such plan is to periodically ascertain from the Thomas Jefferson Soil and Water Conservation District, the NRCS, or their successor organizations that Grantor is in compliance with the plan.

5. RIPARIAN BUFFER.

A one hundred foot (100’) vegetated buffer strip shall be maintained along each edge of each stream on the Property as measured from the tops of the banks as shown on Exhibit A attached hereto. The vegetative cover may include, but is not limited to, forest, shrubs, or warm-season grasses. Lawns or grazed pastures shall not constitute vegetative cover for the purposes of this provision.

(i) Within the buffer strips there shall be:
(a) no buildings or other structures constructed,
(b) no new roads or paving of existing roads,
(c) no dumping or storage of compost, manure, fertilizers, chemicals, machinery or equipment,
(d) no removal of trees, except removal of invasive species, removal of dead, diseased or dying trees, removal of trees posing a threat to human or livestock health or safety or property, removal of trees for the purpose of maintaining existing roads, or minimal removal of individual trees,
(e) no plowing, cultivation, filling, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below, and
(f) no mowing or haying of the buffer strips more than three (3) times per calendar year.

In addition, livestock shall be excluded from the buffer strips and the streams, except for stream crossings constructed in accordance with the terms of any written agricultural conservation plan that addresses riparian buffer protections described in Section II Paragraph 4A above.

(ii) Permitted within the buffer strips are:

(a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(f) above,
(b) fencing along or within the buffer strips,
(c) construction and maintenance of up to thirteen (13) stream crossings (including improvements over the buffer strip(s) to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow,
(d) creation and maintenance of trails with unimproved surfaces, and
(e) planting of trees, shrubs, grasses, or other vegetation.

(iii) If the streams 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 3(i)(f) above, the buffer strips shall remain the same width, but move relative to the movement of the streams. In such event, any buildings or structures that were outside of the original buffer strips and are determined to be within the new buffer strips shall not be considered in violation of these restrictions and may be maintained at such locations.

6. GRADING, BLASTING, FILLING AND MINING.

(i) Grading, blasting, filling, or earth removal shall 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 3(i)(f) above, (c) for erosion and sediment control pursuant to an erosion and sediment control plan, or (d) as required in the construction of permitted buildings, structures, roads, driveways, trails, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, driveways, trails, or utilities that require Grantee’s approval in Section II, Paragraph 2(i) above, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (d) above require 30 days’ prior notice to Grantee. Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration of the topography. 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 maintenance of any ponds on the Property.

SECTION III – ENFORCEMENT

1. RIGHT OF INSPECTION. Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor’s representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor’s representative being given at the earliest practicable time.

2. ENFORCEMENT.

(i) Grantee, in accepting this Easement, commits to protecting the conservation purposes of the 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 require restoration of the Property 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 herein; (d) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (e) to enjoin non-compliance by temporary or permanent injunction; and (f) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and reasonable attorney’s fees, in addition to any other payments ordered by the court. Grantee’s delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee. If the court determines that Grantor had complied with this Easement, Grantee shall reimburse Grantor for any reasonable costs of defense,
including court costs, expert-witness costs, and reasonable attorney's fees, in addition to any other payments ordered by the court.

(ii) Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (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 shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report (BDR), describes the condition and character of the Property at the time of the conveyance. 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).

SECTION V – GENERAL PROVISIONS

1. DURATION. This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and Grantee and its successors or assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

2. NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE. Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or right to use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property, or to lease such rights to others.
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 free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, (iv) no consent of any third party is required for Grantor to enter into this Easement, (v) each person and/or entity signing on behalf of Grantor is authorized to do so, and (vi) Grantor is duly organized and legally existing under the laws of the Commonwealth of Virginia.

4. **ACCEPTANCE.** Grantee accepts this conveyance, which acceptance is evidenced by the signature of the Chair, duly authorized by the Grantee.

5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be 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 shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

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 shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policies and purposes of Grantee. 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 shall 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 shall 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.** This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure
of Grantor to comply with this requirement shall not impair the validity of the Easement or the conveyance or limit the Easement’s enforceability in any way.

8. NOTICE TO GRANTEE AND GRANTOR. For the purpose of giving notices hereunder the current address of Grantee is 401 McIntire Road, Charlottesville, Virginia 22902, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently P.O. Box 400218, Charlottesville, VA 22904-4218.

Grantor shall notify Grantee in writing at or prior to closing on any inter vivos transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right, which may have an adverse effect on the conservation interests associated with the Property as encumbered by this Easement. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purposes of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purposes of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

9. TAX MATTERS. The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in 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 might be transferable, or that there will be any market for any tax benefits that might be transferable.

10. GOODS AND SERVICES. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

11. NO MERGER. Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

12. ASSIGNMENT BY GRANTEE. Assignment of this Easement is permitted, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes 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.

13. **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.

14. **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.

15. **EXTINGUISHMENT.** If any unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for the conservation purposes of this Easement, the provisions of this Easement can be extinguished through a judicial proceeding. In such case, on a sale or exchange of the Property subsequent to and resulting from such an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section V, Paragraph 13 above. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this Easement and the Open-Space Land Act.

16. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property’s conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement’s perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a “qualified conservation contribution” or “interest in land”, (v) affect the status of Grantee as a “qualified organization” or “eligible donee”, or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia.

17. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, access or utility easements over the Property, and review of gas or oil plans. Such cost recovery charges shall be determined and periodically adjusted by the Grantee, as set forth in a published fee schedule.

18. **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 shall be jointly and severally liable for all obligations of Grantor set forth herein.
19. **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 shall 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 shall not be affected thereby.

20. **ENTIRE AGREEMENT.** This instrument, Schedule A, and Exhibit A set forth the entire agreement of the parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Easement.

21. **CONTROLLING LAW.** The interpretation and performance of this Easement shall 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.

22. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**
This Easement cites various federal and state 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.

23. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk’s Office of the County of Albemarle, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

24. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

25. **DEFINITIONS.** For purposes of this Easement, the phrase “Effective Date” shall mean the date upon which this Easement was first put to record in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia. The words “currently” or “existing” shall mean currently or existing on the Effective Date. Time shall be calculated in calendar days, not business days.
WITNESS the following signatures and seals:

[Counterpart signature pages follow.]
UNIVERSITY OF VIRGINIA FOUNDATION,
a Virginia non-stock corporation, Grantor

By: ____________________________________________
Tim R. Rose, Chief Executive Officer

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

The foregoing instrument was acknowledged before me this 10th day of December, 2019,
by Tim R. Rose, Chief Executive Officer of University of Virginia Foundation, a Virginia non-
stock corporation, on behalf of the corporation.

Mary J. Bredder
Notary Public

My commission expires: 12-31-2020
Registration No. 7679041
[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
ALBEMARLE CONSERVATION EASEMENT AUTHORITY,

By: [Signature]
Jay G. Fennell, Chairman

COMMONWEALTH OF VIRGINIA,
CITY OF CHARLOTTESVILLE, TO WIT:

The foregoing instrument was acknowledged before me this 15th day of January, 2020, by Jay G. Fennell, Chairman of the Albemarle Conservation Easement Authority.

[Signature]
Notary Public

My commission expires: 7/31/22
Registration No. 77-P 3361

(Seal)

Approved as to Form:

[Signature]
Albemarle County Attorney
SCHEDULE A

Property Description

All those 29 parcels of land, with improvements thereon and appurtenances thereto belonging, containing in the aggregate 1,195 acres, more or less, situated in the Scottsville Magisterial District of Albemarle County, Virginia, and designated by the following Tax Map Parcel Nos:

09200-00-00-021A2, 09200-00-00-06400, 09200-00-00-064F0, 09200-00-00-064G0, 09200-00-00-064H0, 09200-00-00-064H1, 09200-00-00-064H2, 09200-00-00-064H3, 09200-00-00-064H4, 09200-00-00-064H5, 09200-00-00-064H6, 09200-00-00-064H7, 09200-00-00-064H8, 09200-00-00-064H9, 09200-00-00-064J0, 09200-00-00-064J1, 09200-00-00-064J2, 09200-00-00-064J3, 09200-00-00-064J4, 09200-00-00-064J5, 09200-00-00-064J6, 09200-00-00-064J7, 09200-00-00-064J8, 09200-00-00-064J9, 09200-00-00-064K0, 09200-00-00-064K1, 09200-00-00-064K2, 09200-00-00-064K3, and 09200-00-00-064K4; and

BEING a portion of the properties conveyed to University of Virginia Foundation, a Virginia non-stock corporation, by two deeds from JWK Properties, Inc., a Delaware corporation authorized to do business in Virginia, dated January 8, 2001, recorded May 25, 2001, in the Clerk’s Office of the Circuit Court of the County of Albemarle, Virginia, in Deed Book 2029, page 237, and in Deed Book 2029, page 244. By Articles of Merger dated October 9, 2003, effective as of December 31, 2003, University of Virginia Real Estate Foundation and University of Virginia Foundation adopted a Plan of Merger by which University of Virginia Real Estate Foundation was merged with and into University of Virginia Foundation. Pursuant to the provisions of Virginia Code Section 13.1-897, all of the properties owned by University of Virginia Real Estate Foundation at the time of the merger were automatically vested in University of Virginia Foundation, as the survivor entity.