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#1254

Exempted from recordation tax  
under the Code of Virginia (1950), as amended,  
Section 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803

DEED OF GIFT EASEMENT

THIS DEED OF GIFT OF EASEMENT is made this 26<sup>th</sup> day of November, 1997,  
between **GEORGE DUDLEY IVERSON, V** and **LYNNE M. IVERSON**, husband and wife,  
herein called "the Grantors", the **VIRGINIA OUTDOORS FOUNDATION**, an Agency of the  
**COMMONWEALTH OF VIRGINIA**, herein called "the Grantee", **ROBERT A. COX, JR.**,  
sole acting trustee, herein called "the Trustee", and **FIRST UNION NATIONAL BANK OF**  
**VIRGINIA**, herein called "the Bank".

## WITNESSETH

WHEREAS the Open Space Land Act of 1966 (Chapter 17, Title 10.1, SS 10.1-1700 to 10.1-1705 of the Code of Virginia) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land; and

WHEREAS Chapter 18, Title 10.1 of the Code of Virginia (SS 10.1-1800 to 10.1-1804) 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, historical, scientific, open-space and recreational lands of the Commonwealth; and

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WHEREAS the Grantors are the owners of the fee of real property hereinafter described, which they desire preserved as open-space land in the public interest;

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantors do hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate consisting of 398.4 acres described below and located in Newtown Magisterial District of King and Queen County, Virginia, near St. Stephens Church and fronting on U.S. Route 360 East and hereinafter referred to as the "Property":

**PARCEL I**

ALL that certain tract or parcel of land, together with buildings and improvements thereon and appurtenances thereto belonging, lying and being in the Newtown Magisterial District, King and Queen County, Virginia, being a part of "Holly Hill", containing one hundred and eighty six (186) acres, more or less, (with the exception of the cemetery hereinafter definitely described) bounded by Route #360, leading from Richmond to Tappahannock, the road leading to Mill Lot, a swamp, etc. For a more definite and accurate description of said parcel of land reference is hereby made to a certain plat of L. D. Robinson, Certified Land Surveyor, dated April 10 and 15, 1946, designated "Area 186 Acres", and according to same is described as follows:

BEGINNING at a stob on Route #360, corner with Fauntleroy, thence in an easterly direction along southern boundary of highway 2120 feet to road leading to Mill Lot, thence in a southeasterly direction along said Mill Lot road 1446 feet to a point, thence S. 15° E. 175 feet, plus or minus to swamp, thence in a southwesterly direction along swamp as it meanders 3772 feet to a point, thence N. 34 1/2° W. 3373 feet along line with Fauntleroy to stob, thence N. 12 3/4° W. 900 feet to stob on Route #360, the point of beginning.

LESS AND EXCEPT that portion of the property conveyed by instruments recorded in Deed Book 46, page 453, Deed Book 59, page 361 and in Deed Book 62, page 326.



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**PARCEL II**

ALL that certain piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, situate in Newtown Magisterial District, King and Queen County, Virginia, being a part of "Holly Hill", containing thirty-eight and one-half (38 1/2) acres, more or less, bounded by Route No. 360, leading from Tappahannock to Richmond, the lands now or formerly of M. C. Chenault and the Old County Road. For a more definite description of said tract of land reference is hereby made to a certain plat of L. D. Robinson, Certified Land Surveyor, dated April 10 and 15, 1946.

LESS AND EXCEPT that portion of the property conveyed by instrument recorded in Deed Book 45, page 241.

**PARCEL III**

ALL that certain tract or parcel of land, together with all improvements thereon and appurtenances thereto belonging, situate in Newtown Magisterial District, King and Queen County, Virginia, containing 35.2 acres, more or less, as shown on a plat entitled "Map of 35 2/10 Acres, more or less, in Newtown District, King and Queen County, Virginia. Prepared for Conveyance from R. T. Carlton to Edwin and Virginia D. Cox", made by LaPrade Bros., Civil Engineers & Surveyors, Richmond, Virginia, and dated October 1, 1955.

**PARCEL IV**

ALL that certain tract or parcel of land, together with all buildings and improvements thereon and all privileges and appurtenances thereto belonging or in anywise appertaining, containing thirty-seven and one-half (37.5) Acres, more or less, situate in Newtown Magisterial District, King and Queen County, Virginia, as shown on a plat entitled "Map of 37.5 Acres, more or less, in Newtown District, King and Queen County, Virginia. Prepared for Conveyance from George Washington to Edwin and Virginia D. Cox", made by LaPrade Bros., Civil Engineers & Surveyors, Richmond, Virginia, and dated October 1, 1955.

**PARCEL V**

ALL that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, situate in Newtown District, King and Queen County, Virginia, containing 21.17 acres, more or less, as shown on plat made by LaPrade Brothers, Civil Engineers and Surveyors, dated July 2, 1957, a copy of which is recorded in the Clerk's Office, Circuit



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Court, King and Queen County, Virginia in Deed Book 50, page 287 and in Plat Book 3, page 173-B.

**PARCEL VI**

ALL that certain piece or parcel of land, lying and being in Newtown Magisterial District, King and Queen County, Virginia, containing three and one-half (3 1/2) acres, more or less, being more fully described as follows, to wit:

BEGINNING at an old iron pipe on Sawyer's Creek, where property of W. Tarrant Fox and land of McCauley Chenault corners, thence down Sawyer's Creek to the Mattaponi River, thence west up the Mattaponi for a distance of 390+ feet to a 2 inch iron pipe, thence N 5° 07' E. 638+ feet to 1 1/4 inch iron pin at old cedar stake, thence S 32° 57 1/2' E. 665.4 feet to the point of beginning. For a more accurate description, reference is made to plat prepared by LaPrade Bros., Civil Engineers & Surveyors, Richmond, Virginia, dated October 1, 1955, and recorded with a deed in Deed Book 46, page 304.

**PARCEL VII**

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in Newtown Magisterial District, King and Queen County, Virginia, containing seventy-five (75) acres, more or less, being a portion of that tract of land bought by McCauley Chenault from Eugene Fauntleroy, deed duly recorded in Clerk's Office of King and Queen County, Virginia in Deed Book 34, page 240, being more fully described as follows, to-wit:

MEASURING from a point on the south side of Route #360, where the property of McCauley Chenault and Edwin Cox join and measuring along this line for a distance of 1107.1 feet at a reading of S 11° 48' E to a point where old line made a slight bend to the left and up the hill, thus using this point as the point of beginning, the boundary shall read as follows: from the point of beginning along line S 11° 48' E. 2119.1 feet to a concrete center stone, thence S 51° 49' W 867.6 feet to another concrete center stone; thence S 32° 45 1/2' E. 735.4 feet to iron at old cedar stake, thence S 35° 06' E. for 224.1 feet to iron pin at old cedar stake, thence S 32° 57 1/2' E. 665.4 feet to iron pipe driven in the ground at edge of Sawyer's Creek, where Sawyer's Creek empties into Mattaponi River, thence up Sawyer's Creek to boundary line between Chenault and Cox, thence along said boundary line N 34 1/2° W for 3373 feet to point of beginning. For a more accurate description, reference is made to Plat prepared by LaPrade Bros., Civil Engineers &

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side by lands of Edwin Cox and Virginia D. Cox and the 110 foot right of way, of Route 360 as relocated; and extending from said right of way, southwesterly, to the lands now or formerly owned by Chenault, and containing 0.83 acre, more or less.

ALL OF THE FOREGOING BEING the same property conveyed to George Dudley Iverson, V and Lynne M. Iverson, husband and wife, by deed from Virginia Meade Cox and others, dated July 9, 1993 and recorded July 12, 1993, in the Clerk's Office, Circuit Court, King and Queen County, Virginia in Deed Book 133, page 391.

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successors and assigns may not transfer or convey the open-space easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations promulgated thereunder.

This conveyance is further made subject to all matters of record which may affect said parcel of land.



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Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above. The acts which the Grantors, their heirs, successors, personal representatives and assigns, covenant to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the Property.
2. Display of billboards, signs, or other advertisements is not permitted on or over the Property except to state the name and/or address of the owners, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property, or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed three by three feet in size.
3. Subdivision of the Property in any manner is prohibited.
4. No timbering shall be permitted on the Property other than for the Grantors' or their successors' domestic consumption or for the enhancement of wildlife habitat except for the cutting of trees which have died naturally or which are removed for the permitted uses hereunder, or which, were they not removed, would jeopardize the character of the forest on the Property or adjacent properties, or which would present an imminent hazard to human health or safety. It is the intent of the Grantors that the existing woodlands be maintained in their natural state.

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5. Management of forest resources shall be in accord with a forest stewardship plan or wildlife management plan approved by the Grantee. Best Management Practices, as defined by the Department of Forestry, shall be used to control erosion and protect water quality.
6. Grading, blasting or earth removal shall not alter the topography of the Property except for dam construction to create private conservation ponds or lakes, or as required in construction of permitted buildings and connecting private roads described in paragraph 7, below. Mining on the Property is prohibited.
7. No permanent or temporary building or structure shall be built or maintained on the Property other than (i) a permanent single family dwelling and non-residential outbuildings commonly and appropriately incidental thereto, (ii) three secondary detached residential dwellings such as a farm manager's, tenant, or guest house, and (iii) farm buildings or structures. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written permission for said building or structure is obtained in writing from the Grantee.
8. Industrial or commercial activities other than the following are prohibited: (i) agriculture, silviculture or horticulture, (ii) temporary or seasonal activities which do not permanently alter the physical appearance of the Property and which are consistent with the conservation values herein protected, (iii) activities which can be and in fact are conducted within buildings permitted under Paragraph 7, above,



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without alteration of the external appearance thereof. "Temporary" activities involving 100 people or more shall not exceed seven days in duration.

9. The present Holly Hill house, which is listed on the National Register of Historic Places and which is a Virginia Historic Landmark, shall not be demolished without prior written permission of the Grantee.
10. Representatives of the Grantee may enter the Property from time to time for the purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.
11. Grantors, their heirs, successors, personal representatives and assigns shall notify Grantee in writing prior to closing on any proposed transfer or sale of the Property. This easement shall be referenced by deed book and page number in the deed of conveyance.

The Bank is a noteholder under a certain deed of trust dated July 12, 1993 and recorded in the Clerk's Office of the Circuit Court of King and Queen County, Virginia in Deed Book 133 at page 399, which subjects the Property to the Bank's lien. The Bank and the Trustee hereby consent to the terms and intent of this easement and agree that the lien represented by the deed of trust shall be held subject to this Deed of Gift of Easement.

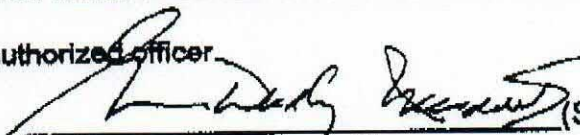
Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or use of the Property. Grantors, their heirs, successors, personal representatives and assigns hereby retain exclusive right to such access and use, subject to the terms hereof.

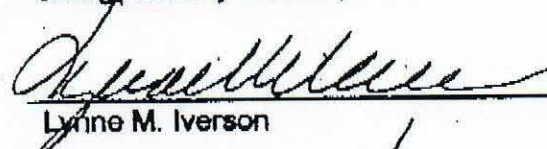


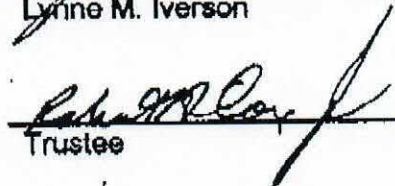
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Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

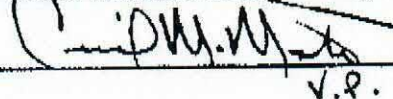
IN WITNESS WHEREOF the Grantors, the Trustee and the duly authorized representative of the Grantee have set their hands and seals and the Bank has caused its name to be signed hereto by its duly authorized officer.

 (SEAL)  
George Dudley Iverson, V

 (SEAL)  
Lynne M. Iverson

 (SEAL)  
Trustee

First Union National Bank of Virginia


By:  (SEAL)  
V.P.

Accepted:

VIRGINIA OUTDOORS FOUNDATION,

By:  (SEAL)  
Executive Director

COMMONWEALTH OF VIRGINIA  
County OF Harrois, to-wit:

I, , a Notary Public for the Commonwealth aforesaid, hereby certify that George Dudley Iverson, V, Grantor, personally appeared before me this

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day and acknowledged the foregoing instrument. WITNESS my hand and official seal this 26<sup>th</sup> day of November, 1997.

My commission expires: 1/31/2001

Jo Ann Heiny  
Notary Public

COMMONWEALTH OF VIRGINIA

County OF Hanover, to-wit:

I, Jo Ann Heiny, a Notary Public for the Commonwealth aforesaid, hereby certify that Lynne M. Iverson, Grantor, personally appeared before me this day and acknowledged the foregoing instrument. WITNESS my hand and official seal this 26<sup>th</sup> day of November, 1997.

My commission expires: 1/31/2001

Jo Ann Heiny  
Notary Public

COMMONWEALTH OF VIRGINIA

City OF Richmond, to-wit:

I, Deborah L. Tiller, a Notary Public for the Commonwealth aforesaid, hereby certify that Robert A. Cox, Sr., Trustee, personally appeared before me this day and acknowledged the foregoing instrument. WITNESS my hand and official seal this 5<sup>th</sup> day of November, 1997.

My commission expires: 10/31/98

Deborah L. Tiller  
Notary Public

COMMONWEALTH OF VIRGINIA

City OF Richmond, to-wit:

I, Linda J. Cox, a Notary Public for the Commonwealth aforesaid, hereby certify that Emerald Vane, Executive Director of the Virginia Outdoors

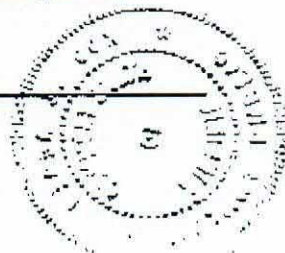


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Foundation, personally appeared before me this day and acknowledged the foregoing instrument. WITNESS my hand and official seal this 11<sup>th</sup> day of November, 1997.

My commission expires: 11/31/98 December

James J. Carl  
Notary Public



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF KING AND QUEEN COUNTY;

THIS DEED was presented with \$ Exempt State and County Grantors Tax (58.1-802) paid, and together with the certificate annexed, admitted to record at 1:26 o'clock P.M. on December 12, 19 97.

TESTE: Deborah F. Longest, Clerk

Betty Walden, Dep. Clerk

## IMPORTANT INFORMATION ABOUT CONSERVATION EASEMENTS

### For easement donors not advised by an attorney:

Donation of an easement is an act of stewardship which will permanently affect how your land may be used. Donation of an easement is completely voluntary, and the property owner may change his or her mind at any time until the easement is signed. All restrictions on the use of the property are contained in the easement document. After the easement is recorded, these restrictions on the use of your property will become permanent and binding on you and all subsequent owners of the property. The easement and other information related to the donation that you provide to The Virginia Outdoors Foundation will become a matter of public record.

The Virginia Outdoors Foundation recommends that you consult with your advisors on real estate and tax matters and that you have your attorney review the terms of the easement. This is particularly important as the easement could affect your estate planning. The Virginia Outdoors Foundation does not provide legal advice.

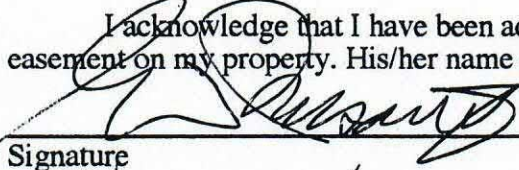
Please confirm by your signature below that you understand the foregoing and terms of your easement and that you have decided not to be represented by legal counsel in the execution of this easement.

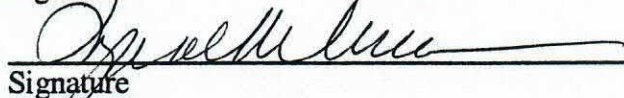
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

### For easement donors advised by an attorney:

I acknowledge that I have been advised by an attorney concerning the donation of an easement on my property. His/her name and address are listed below.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Eugene W. McCaul  
\_\_\_\_\_  
Attorney's Name (Please print)

McCaul, Martin, Evans & Cook P.C.  
\_\_\_\_\_  
Attorney's Address

P.O. Box 279  
Mechanicsville, Virginia 23111  
\_\_\_\_\_