PITTSYLVANIA COUNTY, VIRGINIA

PLANNING COMMISSION

JANUARY 7, 2020

PLANNING COMMISSION
2020
LIST OF MEMBERS

Richard Motley, Chairman 796 Woodlawn Academy Drive Chatham, Virginia 24531 Home: 434-432-1721 Cell: 434-203-3651 richardmotley@comcast.net	November 30, 2020	Chatham-Blairs District
Timothy W. Dudley, Vice-Chairman 284 Clover Road Hurt, Virginia 24563 Cell: 434-534-4292 timdudley83@gmail.com	October 31, 2021	Staunton River District
Morris Stowe 776 Mosco Road Axton, Virginia 24054 Cell: 434-251-5192 Work: 793-5511 NO EMAIL	December 4, 2021	Tunstall District
Janet Mease 11495 West Gretna Road Sandy Level, Virginia 24161 Cell: 540-525-6344 Home: 927-5245 NO EMAIL	July 31, 2020	Callands-Gretna District
Colette Henderson 848 East Gretna Road Gretna, VA 24557 Cell: 710-3176 chenderson0052@gmail.com	November 30, 2023	Banister District
H. F. Haymore, Jr. 2361 Afton Road Danville, VA 24540 Home: 434-836-6318 hfhaymorejr@gmail.com	March 23, 2020	Westover District
Brian K. Horne 356 Barker Road Ringgold, VA 24586 Home: 822-6991 bkcchorne@verizon.net	December 31, 2021	Dan River District
Dr. Charles H. Miller, Jr. 181 Friendship Road Ext. Chatham, Virginia 24531 Cell: 770-9807 charles.miller@pittgov.org	January 3, 2020	Board of Supervisors Rep.

PITTSYLVANIA COUNTY PLANNING COMMISSION

REGULAR MEETING

January 7, 2020

GENERAL DISTRICT COURTROOM

7:00 p.m.

Agenda

1. Deputy Director of Community Development Calls Meeting to Order **(Deputy Director remind Commissioners and Staff to turn on and adjust microphones)**

2. Roll Call

3. **Election of Chairman & Vice Chairman for the Year 2020**

   A. Deputy Director of Community Development Announces Election of Chairman
      1. Nominations Are Taken
      2. Chairman is Announced
   B. New Chairman Announces Election of Vice Chairman
      1. Nominations Are Taken
      2. Vice Chairman is Announced

4. Hearing of Citizens

5. Approval of Agenda

6. Approval of Minutes
   a. December 3, 2019

7. Chairman's Report

Public Hearing

Case S-20-001 Rock Solid Hardscapes, LLC – Tunstall Election District
Special Use Permit for a Campground

9. Old Business
   2019 Annual Report

10. New Business
    Proposed Revision to Pittsylvania County Zoning Ordinance
    B-2, BUSINESS DISTRICT, GENERAL: Remove Amusement Centers; Game Rooms, Electronic Games; Game Machines; Machine Arcades Amusement Shops from **SEC. 35-365. PERMITTED USES**. and add to **SEC. 35-366. SPECIAL USE PERMITS.**

    Conservation Easement – OAK GROVE FARMS, LLC

11. Adjournment

PITTSYLVANIA COUNTY PLANNING COMMISSION

REGULAR MEETING

December 3, 2019

MINUTES

VIRGINIA: The Pittsylvania County Planning Commission met on Tuesday, December 3, 2019, in the General District Courtroom, Chatham, Virginia. Mr. Motley, Chairman, called the meeting to order at approximately 7:00 p.m. Mr. Motley called the roll.

PRESENT

Richard Motley	Chatham-Blairs District
Timothy Dudley	Staunton River District
Morris Stowe	Tunstall District
Janet Mease	Callands-Gretna District
Colette Henderson	Banister District
H. F. Haymore, Jr.	Westover District
Brian Horne	Dan River District
Dr. Charles H. Miller, Jr.	Board of Supervisors Representative
Karen N. Hayes	Deputy Director of Community Development
Greg Sides	Assistant County Administrator
J. Vaden Hunt	County Attorney

MOMENT OF SILENCE

The Board observed a moment of silence.

PLEDGE OF ALLEGIANCE

The Board recited the Pledge of Allegiance.

HEARING OF THE CITIZENS

No citizens came forward to speak.

APPROVAL OF THE AGENDA

A motion was made by Mr. Haymore, seconded by Mr. Stowe, and by a unanimous vote, the agenda was approved as presented.

APPROVAL OF THE MINUTES

A motion was made by Mr. Stowe, seconded by Mr. Dudley, and by a unanimous vote, the November 7, 2019, minutes were approved as presented.

CHAIRMAN'S REPORT

Mr. Motley congratulated Mrs. Henderson on her reappointment for four more years as a member of the Planning Commission. He then thanked Mr. Dudley, who will serve as the representative for the Staunton River Election District on the Pittsylvania County Board of Supervisors, for his service as a member of the Planning Commission. He also thanked Dr. Miller for his excellent service as a member of the Planning Commission. He then congratulated Mr. Sides on his upcoming retirement and thanked him for his service to Pittsylvania County.

THE ZONING PRECEPTS WERE READ by Mr. Motley **TO OPEN THE PUBLIC HEARING** at approximately 7:06 p.m.

Case R-19-033, Brenda B. Reagan & Mark Winston Stevens – Mr. Motley opened the public hearing at 7:06 p.m. Mrs. Hayes, Deputy Director of Community Development, reported that Brenda Reagan and Mark Stevens had petitioned to rezone 0.028 of an acre from R-1, Residential Suburban Subdivision District to A-1, Agricultural District, and 0.062 of an acre from A-1, Agricultural District to R-1, Residential Suburban Subdivision District to combine with the adjacent parcels. She stated the petitioners are swapping property lines. She also stated the parcels are located on Old Richmond Road in the Dan River Election District. She then stated once the properties are rezoned to A-1 and R-1, all uses listed under Section 35-178 and Section 35-222 are permitted. Brandi Reagan and Mark Stevens were present to represent the petition. They stated they had nothing to add. There was no opposition to the petition. Mr. Motley closed the public hearing at 7:07 p.m. A motion was made by Mr. Horne, seconded by Mr. Dudley, to recommend the Board of Supervisors **grant** the rezoning request. Motion passed unanimously.

Case R-19-034, John Wayne Lewis & Mona C. Lewis – Mr. Motley opened the public hearing at 7:08 p.m. Mrs. Hayes, Deputy Director of Community Development, reported that John and Mona Lewis had petitioned to rezone 0.32 of an acre, located on Tom Fork Road in the Dan River Election District from B-2, Business District, General to RC-1, Residential Combined Subdivision District to allow for placement of a single-wide mobile home on the property. She then stated once the property is rezoned to RC-1, all uses listed under Section 35-267 are permitted. Danny Lewis was present to represent the petition. He stated he had nothing to add. There was no opposition to the petition. Mr. Motley closed the public hearing at 7:09 p.m. During the discussion, it was stated the property is surrounded by mobile homes. A motion was made by Mr. Horne, seconded by Mr. Haymore, to recommend the Board of Supervisors **grant** the rezoning request. Motion passed unanimously.

This concludes the Rezoning cases.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Mrs. Hayes reported there is one Special Use Permit case for the month of January, located in the Tunstall Election District, for a campground.

Mr. Sides gave a brief overview of two proposed Conservation Easements submitted for the Board members review. Ms. Megan Cupka, Assistant Director of Blue Ridge Land Conservancy in Roanoke, Virginia, then provided a brief summary of the first conservation easement as follows: **REW LAND, LLC** (owner Richard E. Wallace) and **RLP INVESTMENTS, LC** (owner Ronald L. Pembelton). The properties are located in Hurt, Virginia, in the Staunton River Election District with a total of approximately 220 acres, four parcels of land, that were previously used for timberland. The properties were never developed due to the topography of the land. She then stated the owner desires to have four homes on two of the parcels in the future.
Ms. Cupka then provided a brief summary of the second conservation easement as follows: **SUZANNE BROWNE, TRUSTEE OF THE SUZANNE B. BROWNE REVOCABLE TRUST OF 2015** (owners Mr. and Mrs. Roger Browne). The properties are located in the Callands-Gretna Election District with a total of approximately 700 acres, three parcels of land, that are used for cattle now. A dry branch and smaller creeks run through the properties. The owners desire for the land to be used for farming, and they desire to have two parcels, one for each of their daughters.
A motion was made by Mr. Dudley, seconded by Mrs. Henderson, that these properties support conservation and are consistent with the Pittsylvania County Comprehensive Plan. Motion passed unanimously.

Mr. Motley reported the Federal Energy Regulatory Commission (FERC) has revised the schedule for completion of the final environmental impact statement for the Mountain Valley Pipeline (MVP) Southgate Project, and the due date for the document has been pushed back to February 14, 2020.

Mr. Motley wished everyone a Merry Christmas.

The meeting was adjourned at approximately 7:21 p.m.

_____
Richard G. Motley, Chairman

_____
Kathy H. Belton, Clerk

ZONING PRECEPTS

(To be read by Chairman prior to opening public hearing)

Ladies and Gentlemen:

Pursuant to Article V, Division 7 of the Pittsylvania County Zoning Ordinance, we the Planning Commission have been empowered to hear and decide specific applications in support of said ordinance and to make recommendations to the Board of Supervisors or the Board of Zoning Appeals. In accomplishing this important task, we are charged with promoting the health, safety, and general welfare of the citizens of Pittsylvania County. We must insure that all our decisions and recommendations be directed to these goals and that each be consistent with the environment, the comprehensive plan and in the best interest of Pittsylvania County, its citizens and its posterity. Anyone here to speak to the board regarding zoning cases will be limited to (3) three minutes.

PUBLIC HEARING PROCEDURE

A. Prior to opening Hearing, Chairman reviews zoning law precepts for all present.

B. Open Hearing by Chairman.
"Public Hearing in zoning case (case number) is now open. The time is (time)."

C. Zoning staff presents case and makes staff recommendations.

D. Chairman calls on applicant to state case and present supporting documentation.

E. Chairman calls for any citizen input.

1. Each side proceeds without interruption.
2. Arguments are presented to the Board/Commission
3. No questioning or arguments between individuals.

The Board/Commission may direct questions to the applicant, to the citizens, or to the zoning staff in attendance.

F. Chairman closes Hearing.
"Public Hearing in zoning case (case number) is now closed at (time)."

G. Board/Commission commences internal discussions.

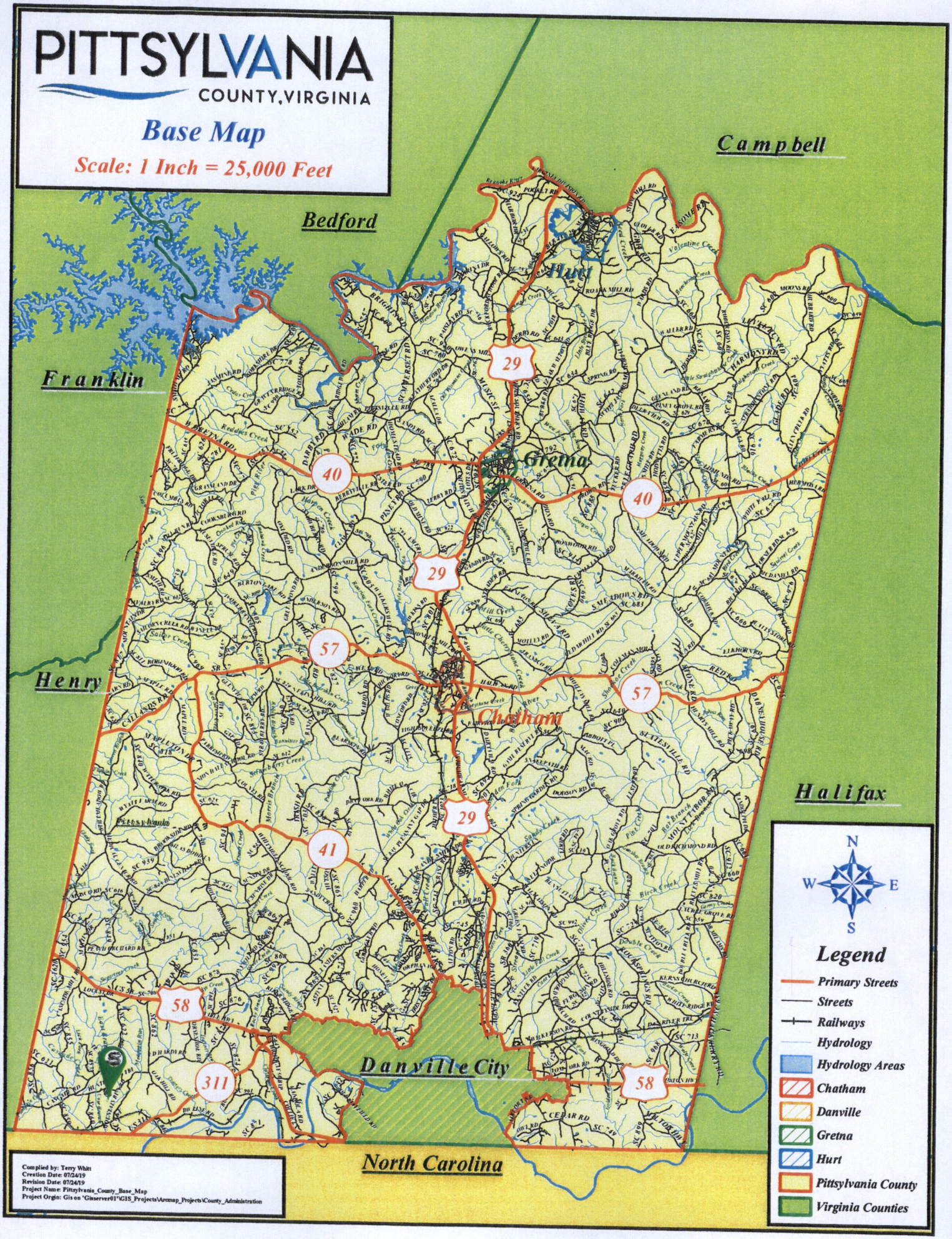
H. Board/Commission makes decision (votes) or delays as appropriate.

I. Chairman announces decision on case.

J. Chairman opens next Hearing.
"Public Hearing in zoning case (case number) is now open. The time is (time)."

K. Continue as before - repeating procedure.

L. Chairman adjourns meeting at end of final case decision.


PITTSYLVANIA
COUNTY, VIRGINIA
Base Map
Scale: 1 Inch = 25,000 Feet
Campbell
Bedford
Franklin
Henry
Halifax
North Carolina
Hurt
Gretna
Chatham
Danville City
29
40
57
41
58
311
Legend
Primary Streets
Streets
Railways
Hydrology
Hydrology Areas
Chatham
Danville
Gretna
Hurt
Pittsylvania County
Virginia Counties
N
W
E
S
Complied by: Terry Whitt
Creation Date: 07/24/19
Revision Date: 07/24/19
Project Name: Pittsylvania_County_Base_Map
Project Orgin: Gis on 'Ginserver01'\GIS_Projects\Arcmap_Projects\County_Administration

PITTSYLVANIA COUNTY CITIZENS
NOTICE OF PUBLIC HEARING
PITTSYLVANIA COUNTY PLANNING COMMISSION

The Pittsylvania County Planning Commission will hold a PUBLIC HEARING on Tuesday, January 7, 2020, beginning at 7:00 p.m., in the General District Courtroom, second floor, Edwin R. Shields Courthouse Addition, Chatham, Virginia, on the following ZONING matters:

Case S-20-001 – Requested by Rock Solid Hardscapes, LLC, for a Special Use Permit for a campground. The properties are a total of 86.53 acres, two (2) parcels of land, located off State Road 621/Huntington Trail, in the Tunstall Election District and shown on the Pittsylvania County Tax Map as GPIN#s 1347-70-1582 (77.65 acres) and 1347-70-9101 (8.88 acres). The Comprehensive Plan indicates the area is suitable for A-1, Agricultural District, R-1, Residential Suburban Subdivision District, RC-1, Residential Combined Subdivision District, B-2, Business District, General, M-1, Industrial District, Light Industry, and M-2, Industrial District, Heavy Industry, uses. Zoning conditions and Ordinance standards shall control the density of allowable development.

During the Public Hearing, concerns from interested citizens supporting or opposing these matters will be solicited. The application is on file and can be viewed in the Pittsylvania County Community Development Office, 53 North Main Street, Chatham, Virginia, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Case S-20-001

ROCK SOLID HARDSCAPES, LLC

CODE COMPLIANCE SUMMARY

CASE	ZONING	CYCLE
S-20-001	A-1	January 2020
SUBJECT/PROPOSAL/REQUEST Rock Solid Hardscapes, LLC, is requesting a Special Use Permit for a campground.		**PLANNING COMMISSION:** January 7, 2020 **BOARD OF ZONING APPEALS:** January 14, 2020
DISTRICT: Tunstall		**ADVERTISED:** December 25, 2019 & January 1, 2020 **REVIEWED BY:** KNH

BACKGROUND/DISCUSSION

Rock Solid Hardscapes, LLC, petitioned the Planning Commission/Board of Zoning Appeals on November 26, 2019, requesting a Special Use Permit on a total of 86.53 acres, shown on the Pittsylvania County Tax Maps as GPIN#s 1347-70-1582 and 1347-70-9101, located on State Road 621/Huntington Trail, in the Tunstall Election District.

The applicant would like a Special Use Permit for a campground.

DIRECTIONS

See Map Quest Directions. The petitioned parcels are located on Huntington Trail (please refer to GIS map).

RELATIONSHIP TO THE SURROUNDING LAND USE AND NEIGHBORING AREAS

Mostly surrounded by A-1, Agricultural District, R-1, Residential Suburban Subdivision District, RC-1, Residential Combined Subdivision District, B-2, Business District, General, M-1, Industrial District, Light Industry, and M-2, Industrial District, Heavy Industry, zoned properties.

ZONING OF SURROUNDING PROPERTIES

No change to the zoning.

SITE DEVELOPMENT PLAN

A Site Development Plan is enclosed in the Board packet.

RECOMMENDATION

Staff recommends Planning Commission review and make a recommendation to the Board of Zoning Appeals.

bing maps

A 53 N Main St, Chatham, VA 24531
B 1733 Huntington Trail, Cascade, VA 24069

49 min , 28.3 miles
Light traffic
Via US-29 S, R and L Smith Dr

TURN RIGHT ONTO FARM ROAD DIRECTLY ACROSS THE HIGHWAY FROM THIS SITE ADDRESS; THE PETITIONED CAMPGROUND SITE IS LOCATED ON THE LEFT SIDE OF THE ROAD (REFER TO GIS MAP).

A 53 N Main St, Chatham, VA 24531

↑	1.	Head **southwest** on **US-29 BR** toward Center St	1.3 mi
↑	2.	Keep **straight** onto **S Main St**	0.1 mi
29	3.	Take ramp **left** and follow signs for **US-29 South** Pass Exxon in 1.3 mi	6.3 mi
↱	4.	Turn **right** onto **R and L Smith Dr**	3.7 mi
↰	5.	Turn **left** onto **VA-41 / Franklin Tpke**, and then immediately turn **right** onto **Robertson Ln**	1.2 mi
↱	6.	Turn **right** onto **Golf Club Rd**	0.7 mi
↱	7.	Turn **right** onto **Laniers Mill Rd**	3.3 mi
↑	8.	Road name changes to **Moorefield Bridge Rd**	3.0 mi
↱	9.	Turn **right** onto **VA-51 / Westover Dr**	0.5 mi
↑	10.	Keep **straight** onto **US-58 W BR**	0.9 mi
↑	11.	Keep **straight** onto **US-58 W / Martinsville Hwy**	1.1 mi
↰	12.	Turn **left** onto **Horseshoe Rd**	2.8 mi
↰	13.	Turn **left** onto **Ed Hardy Rd**	1.7 mi
↰	14.	Turn **left** onto **Oak Hill Rd**	0.3 mi

↱	15.	Turn **right** onto **Huntington Trail**	1.5 mi
		Arrive at **Huntington Trail**	
	16.	The last intersection is Valhalla Ln If you reach Leaksville Junction Rd, you've gone too far	

B **1733 Huntington Trail, Cascade, VA 24069**

November 26, 2019

Mrs. Karen Hayes
Deputy Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Hayes:

Rock Solid Hardscapes, LLC, as Owner, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on a total of 86.53 acres, located on State Road 621/Huntington Trail, in the Tunstall Election District. The property is shown on the Tax Maps as GPIN #s 1347-70-1582 and 1347-70-9101.

Rock Solid Hardscapes, LLC, would like a Special Use Permit for a campground.

Sincerely,

William H. Lewis III

William Herbert Lewis, III, President
Rock Solid Hardscapes, LLC

PITTSYLVANIA COUNTY
APPLICATION FOR SPECIAL USE PERMIT

Rock Solid Hardscapes, LLC, as Owner of the below described property, hereby applies to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Names: Rock Solid Hardscapes, LLC
   Address: P. O. Box 90, 352 Leaksville Junction Road, Cascade, VA 24069

2. Location of Property: off State Road 621/Huntington Trail

3. Tax Map Number 1347-70-1582, 1347-70-9101 (223323)

4. Election District: Tunstall

5. Size of Property: A Total of 86.53 Acres

Telephone: (434) 203-3795
(Bert Lewis)
Total Amt: $ 150.00
Taken By: KNB CK#6365

6. Existing Land Use: 1347-70-1582 = Single Family Dwelling, Tenant House, Tobacco Barn, Log Stable, (5) Frame/Log Miscellaneous Buildings, Covered Deck at Pond
   1347-70-9101 = Vacant

   Existing Zoning: A-1, Agricultural District

7. Proposed Land Use: Campground

8. Check completed items:

_X_ Letter of Application	_X_ Site Development Plan	_X_ Legal Forms
___ 11"x 17" Concept Plan	_X_ Application Fee	_X_ List of Adjoining Properties
_X_ Copy of Plat	_X_ Copy of Deed	___ Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

William H. Lewis

William Herbert Lewis, III, President
Rock Solid Hardscapes, LLC

OFFICE USE ONLY
Application Deadline: 11/26/19
Received By: KNH
B.Z.A. Meeting Date: 01/14/20

Application No. S-20-001
P.C. Meeting Date: 01/07/20
Date Received: 11/26/19
Action: _____

TREASURER OF PITTSYLVANIA COUNTY

VIRGINIA:
BEFORE THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY

A total of 86.53 acres, two parcels of land generally located on State Road 621/Huntington Trail within the Tunstall Election District, and recorded as parcel # 1347-70-1582 & 1347-70-9101 in the Pittsylvania County tax records.	)	**PETITION**

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, Rock Solid Hardscapes, LLC, respectfully files this petition pursuant to Sections 35-713 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

(1) The Petitioner is the owner of the above-referenced parcels of land, or is filing with the owner's consent.

(2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1, Agricultural District.

(3) Your petitioner now desires to have a Special Use Permit issued for a campground.

WHEREFORE, your Petitioner respectfully requests that the above-referenced parcels of land be issued a Special Use Permit as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Deputy Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

William Herbert Lewis, III, President
Rock Solid Hardscapes, LLC

OFFICE OF ZONING/CODE
COMPLIANCE
P.O. DRAWER D,
Chatham, Virginia 24531

(434)432-1771
(434)432-7919 FAX

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-
At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-
When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.
Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case S-20-001 Applicant Willie H Lewis Date 12-4-19

William Herbert Lewis, III, President
Rock Solid Hardscapes, LLC

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 1347-70-1582, 1347-70-9101 (223323)

Name: Rock Solid Hardscapes, LLC
Tax Map Number: 1346-69-5345, 1347-73-7075, 1347-70-9101 (223323)
Address: Same As Applicant

Name: John Faulkner & Joann Faulkner
Tax Map Number: 1347-61-1535 (202882)
Address: 12820 Honeybrook Drive Hudson, FL 34669

Name: Jennifer V. Lampkin, Et Als, Jason L. Lampkin, Et Als, William M. Lampkin, Et Als, Keith M. Lampkin, Et Als
Tax Map Number: 1347-61-9933, 1347-72-4210 (173430)
Address: P. O. Box 191 Cascade, VA 24069

Name: Hancock Timberland XII, Inc.
Tax Map Number: 1347-93-2652 (237083)
Address: 197 Clarendon Street Boston, MA 02116

Name: Johnny D. Robertson & Lori J. Robertson
Tax Map Number: 1347-92-3287, 1347-91-2922 (185713)
Address: 701 Valhalla Lane Cascade, VA 24069

Name: John E. Robinson, III, & Samantha R. Joyce
Tax Map Number: 1347-91-9537 (186144)
Address: 595 Valhalla Lane Cascade, VA 24069

Name: Edwin Rodriguez & Pattie D. Rodriguez
Tax Map Number: 1347-81-9264, 1346-99-3466 (173151)
Address: 1500 Huntington Trail Cascade, VA 24069

Name: Arthur F. Crisp & Shirley M. Crisp
Tax Map Number: 1347-90-0508, 1347-90-1041 (162958)
Address: 517 Valhalla Lane Cascade, VA 24069

Name: Carlene B. Stewart, Et Als, Eugene W. Bailey, Et Als, Evelyn Bailey Wilson, Et Als, Peggy Bailey Haley, Et Als
Tax Map Number: 1346-99-7168 (219924)
Address: c/o Peggy Haley 1501 Huntington Trail Cascade, VA 24069

Name: John S. Jones, Jr.
Tax Map Number: 1346-98-1364, 1346-88-6293 (4691)
Address: 1733 Huntington Trail Cascade, VA 24069

Name: Larry R. Gray & Sandra L. Gray
Tax Map Number: 1346-87-8849 (195508)
Address: 1785 Huntington Trail Cascade, VA 24069

Name: Melvin Lee Haymore
Tax Map Number: 1346-88-7130 (214017)
Address: 1801 Huntington Trail Cascade, VA 24069

PG 0128 JAN 15 ±
14-00260

Tax Account 1347-70-1582 and 1347-70-9101

Prepared by: Robert T. Vaughan, Jr., VSB No. 18722

Title Insurer: Unknown

Grantee's Address: P. O. Box 90, Cascade, VA 24069

Return to: Robert T. Vaughan, Jr., P.C.
772 Main Street
Danville, VA 24541

THIS DEED, made this 14th day of January, 2014, by and between **JOHN S. JONES, JR.**, Grantor, party of the first part; and **ROCK SOLID HARDSCAPES, LLC, a Virginia limited liability company,** Grantee, party of the second part;

WITNESSETH

THAT for and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey with General Warranty and English Covenants of Title, unto Rock Solid Hardscapes, LLC, a Virginia limited liability company, Grantees, all those certain tracts or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, Virginia, and more particularly described as follows:

PARCEL NO. 1: ALL that certain tract of land about three miles east of Cascade, adjoining the lands formerly belonging to Mrs. P. P. Ross on the east (now owned by Claude Cross); the lands formerly belonging to D. A. Still on the west (now owned by Bennie Cross); the lands of J. D. Estes and Mrs. P. P. Ross on the north; and the lands of J. D. Estes and the lands formerly belonging to John Lewis (now owned by Burley L. Jones) on the south; on both sides of the public road leading from Cascade to Danville, and containing 166 acres, more or less; and

BEING, in fact, a part of the property conveyed to John S. Jones by Deed from Bank of Virginia Trust Company, Trustee under the Will of B. L. Jones, dated June 14, 1985, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 761, at page 459, to which map and deed reference is here made for a more particular description of the property herein conveyed.

SAVE AND EXCEPT the following three parcels of land previously conveyed away by Burley L. Jones and Jennie O. Jones, his wife, by deed dated March 5, 1947, recorded in Deed Book 281, page 35 to David C. Hunt; by deed dated April 10, 1958, recorded in Deed Book 380, page 306 to Stanford C. Denny and wife, Virginia J. Denny, and deed dated April 22, 1966, recorded in Deed Book 469, page 608, to Dewey L. Jones.

SAVE AND EXCEPT a strip of land 30 feet in width designated as "farm road" as shown on map dated March 17, 1966, recorded in Deed Book 469, at page 610, conveyed by Deed dated May 28, 1969 to Dewey L. Jones, recorded in Deed Book 511, at page 569.

SAVE AND EXCEPT Tract B containing 27.54 acres situate off the northerly side of State Road No. 621, as shown on map dated April 11, 1986, recorded in Map Book 39, at page 1, conveyed by Deed dated May 5, 1986, to William H. Hopkins and Reba C. Hopkins, husband and wife, recorded in Deed Book 778, at page 451.

SAVE AND EXCEPT Tract A containing 85.22 acres fronting on State Road No. 621, shown as Tract A on survey for John S. Jones dated April 11, 1986, revised November 10, 1987, made by E. L. Wilmarth, C.L.S., conveyed by Deed dated August 16, 1988, to Clarence P. Shatto and Patricia A. Shatto recorded in Deed Book 836, at page 92.

PARCEL NO. 2: BEGINNING at Cedar on north margin of the Cascade and Danville Road; thence along said road South 88° 15' West 1275.5 feet; thence North 78° 45' West 447 feet to stone near wire fence; thence North 5° 15' East 814 feet to stake; thence North 16° 45' East 183 feet to stake and pointers on branch; thence up said branch North 8° West 135 feet to willow corner; thence North 40° West 126 feet to a large willow on west margin of branch; thence North 11° 30' West 160.5 feet to a large poplar; thence North 1° 15' West 126 feet to a sycamore; thence North 35° 30' West 156 feet to poplar tree; thence North 27° 15' West 573 feet to corner stake in D. A. Still's line; thence with said line North 24° East 927 feet to hickory stump corner; thence North 63° East 229 feet to black gum; thence east 475 feet to stake and pointer on branch; thence South 10° West 871 feet to pointer; thence South 20° East 1029.5 feet; thence South 22° East 924 feet to the beginning, containing 77.65 acres, as per survey made by C. G. Watson, March 23rd and 24th, 1920; and

BEING, in fact, a part of the property conveyed to John S. Jones by Deed from Bank of Virginia Trust Company, Trustee under the Will of B. L. Jones, dated June 14, 1985, recorded in

Robert T. Vaughan, Jr., P.C.
Law Office
P. O. Box 1704
Danville, Virginia 24543

the aforesaid Clerk's Office in Deed Book 761, at page 459, to which map and deed reference is here made for a more particular description of the property herein conveyed.

John S. Jones (one and the same person as John Stanley Jones, Sr.) died testate August 1, 1992. By his Last Will and Testament dated January 4, 1988, recorded in the aforesaid Clerk's Office in Will Book 45, at page 156, he devised the above described property unto his wife, Claudine Roberts Jones.

Claudine Roberts Jones (one and the same person as Claudine R. Jones) died testate October 10, 2012. By her Last Will and Testament dated January 7, 2011, recorded in the aforesaid Clerk's Office as Will Instrument No. 12-958, at page 12, she devised the above described property unto her son, John S. Jones, Jr.

This conveyance is further made **SUBJECT** to all recorded easements, conditions, restrictions and agreements as they may lawfully apply to the real estate hereby conveyed or any part thereof.

WITNESS the following signature and seal:

John S. Jones, Jr. (SEAL)
JOHN S. JONES, JR.

STATE OF Virginia

CITY/~~COUNTY~~ OF Danville, to-wit:

The foregoing instrument was acknowledged before me this 15th day of January, 2013, by John S. Jones, Jr.

My commission expires: July 31, 2017.

NOTARY PUBLIC

JOYCE S. KELLY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #199139
My Commission Expires 7/31/2017

Robert T. Vaughan, Jr., P.C.
Law Office
P. O. Box 1704
Danville, Virginia 24543

INSTRUMENT #140000260
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
JANUARY 15, 2014 AT 03:45PM
$242.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $121.25 LOCAL: $121.25

H. F. HAYMORE, CLERK
RECORDED BY: GLT

Virginia Department of Health
Office of Environmental Health Services
109 Governor St
Richmond, Virginia 23219

APPLICATION FOR A CAMPGROUND OPERATION PERMIT

$40.00 FEE

Attach a site map of campground showing all campsites, sanitary facilities, and other amenities

Name of Campground: LOBLOLLY LAKE RV PARK

☐Physical Address of Campground: 1680 HUNTINGTON TRAIL CASCADE VA 24069

Please place a ✓ next to the address where you would like VDH to send correspondence

Owner Name: BERT LEWIS Phone: 434-203-3795

☐ Owner Mailing Address: PO BOX 90 CASCADE VA 24069 Email: BERT@LEWISNURSERY INC.COM

Operator Name: SAME Phone

☐Operator Mailing Address: Email:

select one:

PERMANENT CAMPGROUND

Total number of campsites: 36 Number of primitive campsites: 0

Will this campground allow Recreational Vehicles (RVs)? ✓Yes ___No

Number of RV-only sites with direct sewer connections: 36

Number of toilet seats and urinals: 2 Number of privy seats:

Number of showers: 0 Number of lavatories (sinks):

Number of dump stations: 1

Greywater disposal method:

WATER SUPPLY: ✓private well(s) ___public water

SEWAGE DISPOSAL: ✓onsite sewage disposal system(s) ___public sewer ___ discharge system

TEMPORARY CAMPGROUND

Total number of campsites: 0 Maximum number of campers:

Will this campground allow Recreational Vehicles (RVs)? ___Yes ___No

Number of portable toilets: Greywater disposal method:

Portable toilet/RV service provider name: Phone #:

Portable toilet service schedule:

RV holding tank service schedule/availability:

WATER SUPPLY: ___private well(s) ___public water ___commercially bottled

Water hauler name and phone (if water will be hauled in from off-property):

Dates of permit period(maximum 60 days):

Dates of campground operation (maximum 14 days in permit period):

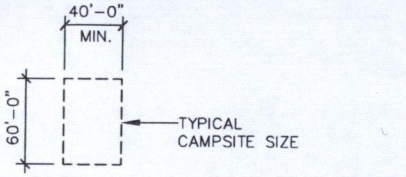
I understand this form contains information subject to disclosure under §2.2-3700 of the Code of Virginia.

A separate plan review is required for all permanent campgrounds prior to any construction, renovation, or addition. No plan review for temporary campgrounds is required in addition to the operation permit application.

Applicant Signature BERT Date: 12-2-19

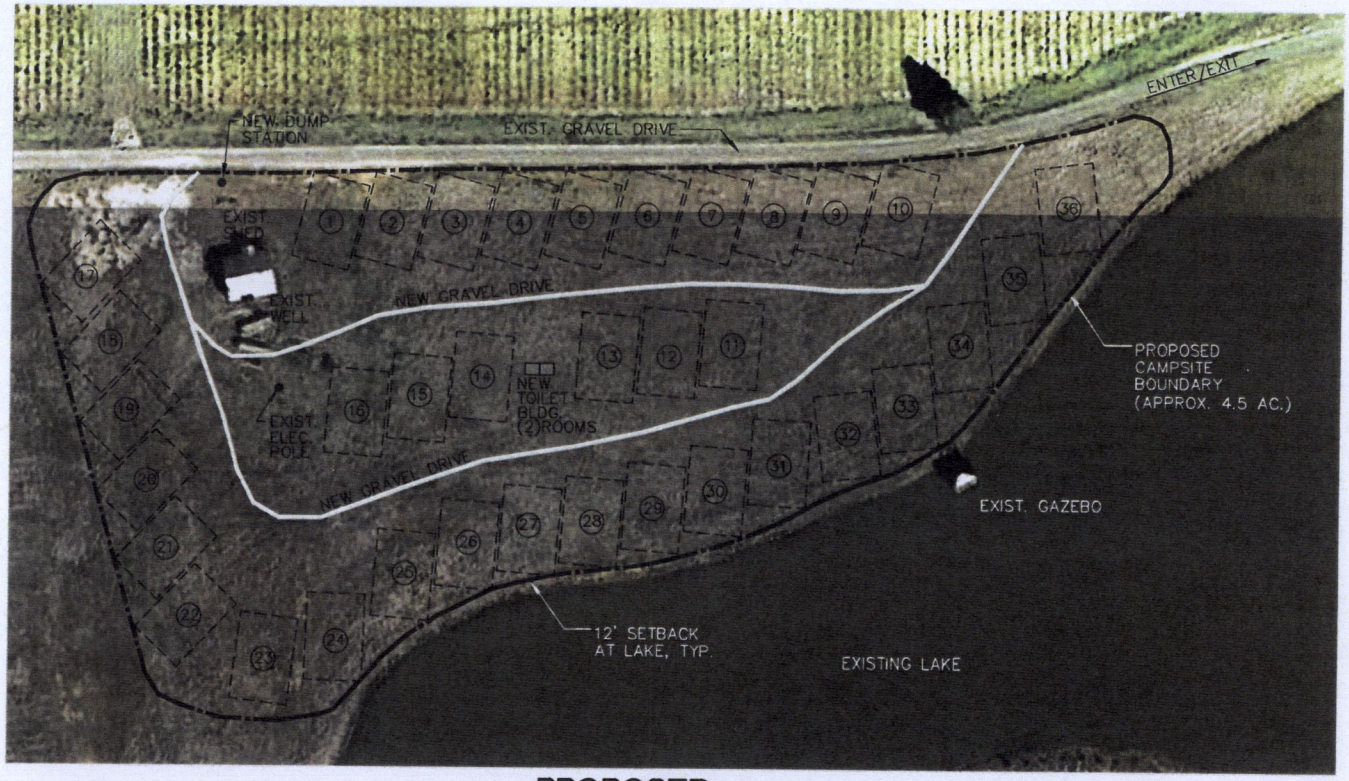
PROPOSED SCOPE OF WORK:

DEVELOPMENT OF (36) CAMP SITES ON EXISTING PROPERTY OWNED BY ROCK SOLID HARDSCAPES LLC. EACH SITE WILL HAVE HOOK-UPS FOR ELECTRICITY AND WATER. NEW DEVELOPMENT AREA WILL BE ON APPROXIMATELY 4.5 ACRES OF THE OVERALL 115 ACRE TRACT.



(1) CAMPSITE DESIGNATION (TOTAL OF 36)

CAMPSITE BOUNDARY (APPROX. 4.5 AC.)



PROPOSED CAMPSITE LAYOUT PLAN

NOT TO SCALE

NOTE: AERIAL IMAGE PROVIDED BY THE PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook
DRAFTING BY DESIGN
PHONE: 434-489-4781
wendy.draftingbydesign@gmail.com

PROPOSED CAMPSITE LAYOUT FOR:

LOBLOLLY LAKE RV PARK

PARCEL ID - 1347-70-9101

1680 HUNTINGTON TRAIL
CASCADE VIRGINIA 24069

SHEET	SK-1 OF 2
DATE	12/2/2019
FILE	2019-51
SCALE	N.T.S.

PROPOSED CAMPSITE VICINTY MAP

NOT TO SCALE

ZONING DESIGNATION: A-1 AGRICULTURAL

NOTE: AERIAL IMAGE PROVIDED BY THE PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook
DRAFTING BY DESIGN
PHONE: 434-489-4781
wendy.draftingbydesign@gmail.com

PROPOSED CAMPSITE LAYOUT FOR:

LOBLOLLY LAKE RV PARK

PARCEL ID - 1347-70-9101

1680 HUNTINGTON TRAIL
CASCADE VIRGINIA 24069

SHEET	SK-2 OF 2
DATE	12/2/2019
FILE	2019-51
SCALE	N.T.S.

PITTSYLVANIA COUNTY, VIRGINIA

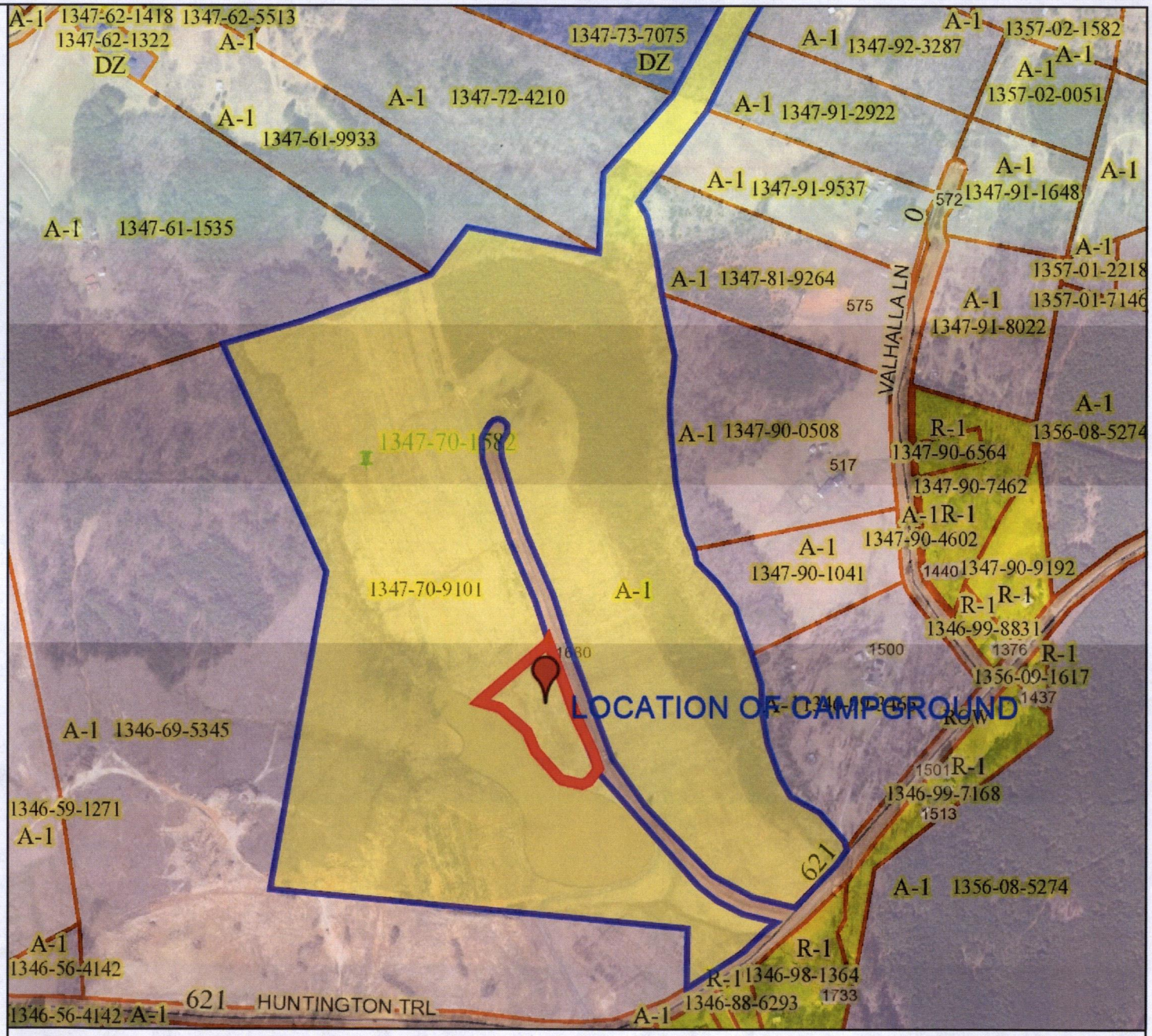
Legend

- Assessed Parcels
- Parcel ID Number
- Parcels
- General Location Parcels
- Route Numbers
- Appeals
- Rezoning
- Signs
- Special Uses
- Variances

Zoning

- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing Park District
- R-1 = Residential Suburban Subdivision District
- RC-1 = Residential Combined Subdivision Distric
- RE = Residential Estates District
- RMF = Residential Multi-Family Subdivision Distric
- RPD = Residential Planned Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary

Feet
0 200 400 600 800



Title: ROCK SOLID - CASE S-20-001 **Date: 12/5/2019**

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

CONSERVATION EASEMENT

OAK GROVE FARMS, LLC

NOTE TO TITLE EXAMINERS: This conservation 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: Kerry Brian Hutcherson, VSB # 75018
Rudy, Coyner & Associates, PLLC
9910 Wagners Way
Chesterfield, VA 23832

TAX MAP NOs.: 2584-64-9598, 2584-76-5030, 2584-77-3872, 2584-85-3755, 2594-05-2243, 2594-06-1239

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

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this ___ day of _____, 20___, among OAK GROVE FARMS, LLC, a Virginia limited liability company, "Grantor"; the BLUE RIDGE LAND CONSERVANCY, a Virginia nonprofit non-stock corporation ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); CORNERSTONE BANK (the "Lender"); and _____ and _____, Trustees, witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Pittsylvania County, Virginia, containing in the aggregate 314 acres, more or less, as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation easement over the Property as herein set forth.

R-2 Grantee is a charitable corporation exempt from taxation under Section 501(c)(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) (hereinafter the "IRC"), and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the IRC and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual conservation easement over the Property as herein set forth.

R-3 The Virginia Conservation Easement Act, Chapter 10.1 of Title 10.1, Section 10.1-1009 through 10.1-1016 of the Code of Virginia, as amended (the "Virginia Conservation Easement Act") authorizes a charitable corporation, association or trust exempt from

taxation, pursuant to 26 U.S.C.A. 501(c)(3) to hold a non-possessory interest in real property for the purposes of retaining or protecting natural or open-space values of real property and the Blue Ridge Land Conservancy qualifies as such a charitable corporation.

R-4 The limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below.

R-5 The limitations and obligations created under this Easement conform in all respects to the County of Pittsylvania Comprehensive Plan adopted on May 18, 2010, and the Property is designated as Agricultural/Rural Residential on the county's future land use map.

R-6 This Easement is intended to constitute (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) 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-7 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 governmental conservation policies and will yield a significant public benefit.

R-8 This Easement constitutes a restriction granted in perpetuity on the use which 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 Virginia Conservation Easement Act cited above; and

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 forest resources; and

d. ConserveVirginia, which is Governor Ralph Northam's land conservation strategy and is based on a data-driven process for identifying Virginia's

highest priority lands for protection. ConserveVirginia has designated areas within this property as significant areas for Natural Habitat and Ecosystem Diversity, Agriculture and Forestry, and General Conserve Virginia priority lands. Protection of the Property by this Easement will help further the conservation policy goals of ConserveVirginia.

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

a. Its comprehensive plan adopted on May 18, 2010 (the "Comprehensive Plan") to which plan the restrictions set forth in this Easement conform and which contains the following goals, objectives, and strategies:

Chapter II, Natural and Cultural Environment:

Goal #1: "To protect and enhance the natural environment." (See Comprehensive Plan, Ch. II, p. 21)

Strategy #5: "Support the use of conservation easements to protect and preserve open space, agricultural areas and environmentally sensitive areas where such uses are compatible with the Future Land Use Map." (See Comprehensive Plan, Ch. II, p. 23)

Chapter VIII, Natural and Cultural Environment:

"There are a number of tools and programs available for use by the County, as well as private efforts that rural property owners may want to take to preserve their agricultural land. Some of these tools are voluntary and may involve a partnership between the landowner and a government agency. Among the options are: ...

Conservation Easements
A conservation easement is a legal agreement in which a landowner retains ownership of his/her property while conveying certain specified rights to the easement holder. Conservation easements are usually given to a non-profit, charitable land conservation organization or a public entity. Easements can be tailored to meet the owner's wishes regarding the future use of his/her land. They can be for a specific time period, or can be granted in perpetuity. Typically a conservation easement restricts development or uses that would destroy natural, scenic, or historic areas while at the same time allowing other traditional uses such as farming. Depending upon the terms and timing of the easement, significant tax savings can accrue to the property owner granting the easement. Conservation easement requests have to be reviewed and approved by the Planning Commission to verify that the area of the potential easement is proposed for agricultural or conservation use in the Future Land Use Map, or that protection of the specific parcels involved is consistent with the overall intent of the Future

Land Use Map and there is a public benefit to the easement. The Commission needs to verify that an easement is not granted in a prime commercial or industrial growth area. It also needs to verify that the landowner fully understands the terms of the conservation easement." (See Comprehensive Plan, Ch. VIII, p. 12)

"The Future Land Use Map seeks to encourage the appropriate future land uses based on the following land use categories: ...

Agricultural and Rural Residential
This category is characterized by agriculture, farming, forestry, open space and low density residential, commercial or recreational uses. Residential lots should be larger to accommodate private wells and septic systems and the extension of public water and sewer into these rural areas should generally not be expected. Lots should also be larger to maintain the rural, open space atmosphere, with an option for cluster developments with smaller lots. Residential development should accept the agricultural nature of these areas and accept the environmental conditions associated with agricultural activities. Local commerce and service needs can be met through small business cluster areas scattered throughout the rural area." (See Comprehensive Plan, Ch. VIII, pp. 13-14)

"Support efforts of conservation organizations and the Virginia Outdoors Foundation to acquire and provide stewardship for locally obtained conservation easements where such land conservation and preservation is compatible with the Future Land Use Plan and approved by the Planning Commission." (See Comprehensive Plan, Ch. VIII, p. 23)

b. Chapter 6, Article II, Section 6-12 of the Pittsylvania 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.

R-9 The Property has certain important attributes, referred to herein collectively as the "conservation values of the Property," the protection of which by this Easement will provide significant benefits to the citizens of the Commonwealth of Virginia. The conservation values of the Property include, but are not limited to, the following:

Agriculture and Forest: Significant portions of the Property consist of open fields suitable for livestock, crop production, or future forestry use. A portion of the Property scores Class IV on a scale of Class I (Low Suitability) to Class V (High Suitability) on the Virginia Department of Conservation and Recreation's Agricultural Model. The Virginia Agricultural Model was developed to quantify the relative suitability of lands for agricultural activity across the state. In this model, agricultural value is assessed primarily based on inherent soil suitability, but also accounts for current land cover as well as travel time between agricultural producers and consumers. Significant portions of the Property score Moderate to

High on a scale of Average to Outstanding on the Virginia Department of Conservation and Recreation's Forest Conservation Value Model. The Forest Conservation Value (FCV) model is a tool designed by the Virginia Department of Forestry (VDOF) to strategically identify the highest priority forestland for conservation in Virginia. The intent is to maximize the efficiency of limited resources by focusing conservation efforts on the highest quality, most productive, and most vulnerable forestland statewide. This Easement prevents uses and development of the Property that would impair the availability of the Property for productive agricultural or forestry use, thus providing an important benefit to the general public.

Watershed Preservation: Approximately a half mile of the Property is adjacent to the Roanoke River. Additionally, approximately 1.0 mile of unnamed NDH streams are contained within the property that flow directly into the Roanoke river. The Roanoke River eventually empties into the Atlantic Ocean. Impounds along the Roanoke River such as the Kerr Reservoir and Lake Gaston provide significant recreational opportunities for the boating and fishing public, and preservation of the Property by this Easement helps to improve water quality in the Roanoke River watershed. Significant portions of the Property score Class II and Class III, on a scale of Class I (Lowest Priority) to Class V (Highest Priority) on the Virginia Department of Conservation and Recreation's ConservationVision Watershed Model. The Property also contains a few areas of Class IV Conservation areas. Significant areas of Class I, II Restoration or BMP Priority Areas are also found on the Property. The ConservationVision Watershed Model was developed to establish geographic priorities for conservation of existing land cover, restoration or implementation of best management practices, or urban stormwater management. The National Wetlands Inventory designates the area around Roanoke River and the unnamed tributaries as Riverine Wetland areas. The riparian buffers required by this Easement and the preservation of the open-space character of the Property prevents excessive development, soil disturbance, and pollution on the Property, thus enhancing water quality as well as aquatic and riparian habitat.

Scenic: A portion of the Property provides prominent scenic views enjoyed by the public from a portion of the Roanoke River that has qualified to be designated as a State Scenic River. This Easement will protect the public viewshed on the Property and ensure the public will continue to have the opportunity to appreciate the Property's scenic values.

General Open Space: The Property is 314 acres. The preservation of the open-space character of the Property helps to preserve the scenic local and regional landscape in general, which attracts tourism and commerce to the area and enhances the quality of life for area residents. The preservation of the open-space character of the Property prevents development of the Property, which existing and foreseeable trends in the vicinity of the Property indicate is increasing and which would lead to or contribute to the degradation of the scenic, natural, and historic character of the

area. The preservation of the open space character of the Property is consistent with existing conservation programs in the area.

Natural Habitat: The Property's fields, forests, and streams provide habitat for a variety of wildlife and plant species, and the maintenance of such natural habitat helps support wildlife and fisheries populations in the local ecosystem, which is largely in a natural, undeveloped state. Portions of the Property are listed as Rank 4, "Moderate," and Rank 5, "General," in the Virginia Natural Landscape Assessment (VaNLA). VaNLA is a landscape-scale GIS analysis that has identified, prioritized, and linked important lands to form natural land networks throughout Virginia. Maintaining vital natural landscapes is essential for basic ecosystem services such as cleaning our air and filtering our water. These parts of the landscape also provide us with recreational opportunities and open space resources.

R-10 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 concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the natural or open-space conservation objectives of Grantee and the Commonwealth of Virginia.

R-11 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; and

R-12 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 the Easement.

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 a conservation easement in gross ("Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 314 acres, more or less, located in Pittsylvania County, Virginia, between Long Island and Hurt, fronting on State Route 602 (Moons Road) and on Mill Branch Road (a private road) to-wit:

PARCEL 1: Mill Branch Rd. – 2584-76-5030 – 5.784 acres, more or less:
All that certain tract or parcel of land located in Staunton River Magisterial District, Pittsylvania County, Virginia, containing 5.784 acres, more or less, as shown by plat of survey entitled "PLAT OF SURVEY FOR R. DALE DAWSON AND MARY B. DAWSON . . .". dated May 18, 1997, made by John D. Jacobs, C.L.S., said plat being recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 224D; and,

TOGETHER with a non-exclusive right of way along a forty-foot access road shown as Mill Branch Road on the aforesaid plat together with a right of way across Mill Branch Road to State Route 602 (Moons Road).

PARCEL 2: 1082 Mill Branch Rd. – 2584-77-3872 – 51.36 acres, more or less:
That certain tract or parcel of land lying and being in Staunton River Magisterial District, Pittsylvania County, Virginia, approximately 2 miles north of Level Run, bounded on the north by the waters of Staunton River, on the west by the lands formerly of C. F. Booker, Julia B. Dunn, and Mrs. Earl Booker Saxe, and bounded on the south and east by the lands formerly of C. T. Moon, originally containing 188.05 acres, more or less; and,

This conveyance is LESS AND EXCEPT 130.863 ACRES conveyed by deed dated December 11, 1998, to Reuben Dale Dawson and Mary B. Dawson, husband and wife, said deed being of record in the aforesaid Clerk's Office in Deed Book 1138, Page 423; and LESS AND EXCEPT 5.784 acres, more or less, conveyed by deed dated June 3, 1997, unto R. Dale Dawson and Mary B. Dawson, said deed being of record in the aforesaid Clerk's Office in Deed Book 1137, Page 796.

TOGETHER with a non-exclusive right of ingress and egress along a 40' access road shown as Mill Branch Road on a plat entitled "PLAT SHOWING 40' EASEMENT FOR INGRESS & EGRESS TO BRYAN D. DAWSON PROPERTY", dated September 30, 2013, revised October 3, 2013, made by Elizabeth R. Rosser, L.S., a copy of said plat being of record in Map Book 43, Page 224D. Said easement being recorded in Deed Book 825, Page 319, as shown on Map Book 40, Page 199.

PARCEL 3: Off Moons Rd./602 – 2584-64-9598 – 49.02 acres, more or less:
All that certain tract or parcel of land lying and being in Pittsylvania County, Virginia, containing 49.015 acres, more or less, as shown by plat of survey dated September 15, 2008, made by Patrick T. Crane, L.S., entitled "PLAT OF BOUNDARY SURVEY FOR: BRYAN DALE DAWSON & ANGELA GOODMAN DAWSON", a copy of said plat being recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 44, Page 93K; and,

TOGETHER with the right to use the 20' right of way of ingress and egress to and from said property to State Route 602 (Moons Road) as shown on the aforesaid plat.

PARCEL 4: 424 Mill Branch Rd. – 2584-85-3755 – 130.863 acres, more or less:
All that certain tract or parcel of land lying and being in Staunton River Magisterial District, Pittsylvania County, Virginia, containing 130.863 acres as shown on a plat of survey prepared by Jacobs Surveying entitled "PLAT OF SURVEY FOR ROBERT RAYMOND DAWSON AND LUCILLE COMPTON DAWSONOF PROPERTY TO BE CONVEYED TO REUBEN DALE DAWSON AND MARY B. DAWSON", dated November 25, 1998, said plat being recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, Page 224J; and,

TOGETHER with a non-exclusive right of way for ingress and egress to and from the property herein conveyed, said right of way along a road crossing a 1.928 acre parcel owned by R. Dale Dawson to State Road 602, said road shown on that survey dated October 17, 1994, by John D. Jacobs, C.L.S., recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 1000, Page 172.

PARCEL 5: 3441 Moons Rd. – 2594-05-2243 – 1.75 acres, more or less:
All of that certain lot or parcel of land lying in Pittsylvania County, Virginia, in Staunton River Magisterial District, described as containing 1.75 acres, more or less, a map of said property being duly recorded in Deed Book 490, Page 421, of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia.

PARCEL 6: 220 Mill Branch Rd. – 2594-06-1239 – 29.451 acres, more or less:
All that certain tract or parcel of land located in Staunton River Magisterial District, Pittsylvania County, Virginia, containing 29.451 acres, as shown on a plat of survey dated November 1, 1995, for Reuben Dale Dawson by Berkley-Howell & Associates, P.C., said plat being recorded
in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 1038, Page 572; and,

TOGETHER with a 40' right of way to State Route 602 as shown on the said plat; and,

BEING those six parcels further described in Deed to Oak Grove Farms LLC, from Brandon I. Dawson, dated December 19, 2018, of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as Instrument No. 180006041.

The Property is shown as Tax Map No. 2584-64-9598, 2584-76-5030, 2584-77-3872, 2584-85-3755, 2594-05-2243, 2594-06-1239 among the land records of the County of Pittsylvania, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, 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.

Grantee hereby accepts the grant of this Easement and agrees to hold this Easement in perpetuity exclusively for the Purpose set forth in Section I below.

SECTION I - PURPOSE

The 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 Documentation Report described in Section IV below and include the Property's open-space 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 ("VLCF") Conservation Value Review Criteria the further purpose of this Easement is preservation of land for agricultural use.

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 are destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the conservation interests that are the subject of the donation.

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.** The Property shall not be divided or subdivided into, or separately conveyed as, more than three (3) parcels (two (2) divisions permitted). Grantor shall give Grantee written notice prior to making a division of the Property. In the event of a division of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted division of the Property unless the permitted division is allocated by that grantor in the instrument creating the division or other recorded instrument. **For purpose of this Easement, division of the Property includes, but is not limited to, creation or 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.**

   Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions or subdivisions of the Property, provided that all of the following conditions are met:

   (i) any portion of the Property transferred and incorporated into the adjacent parcel remains expressly subject, in perpetuity, to the restrictions as set forth in this Easement;
   (ii) Grantee approves such adjustments;
   (iii) Grantee is made party to any deed creating a boundary line adjustment;
   (iv) The entire adjacent parcel is subject to a recorded conservation easement owned by Grantee or an "eligible donee" as defined in Section 1.170A-14(c) of the IRC, and
   (v) Such boundary line adjustments do not affect this Easement's perpetual duration, conflict with or be contrary to or inconsistent with the conservation

purpose of this Easement, or reduce the protection of the conservation value of the Property protected by this Easement.

The acquisition by the Virginia Department of Transportation or Pittsylvania County of a *de minimis* portion of the Property adjacent to Route 602 for minor road improvements shall not be considered a division or subdivision of the Property, and neither the acquisition of such a *de minimis* 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 landscaping and/or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to the improvement of Route 602 in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public roads. 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 for non-motorized travel such as bicycle lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

In the event that the 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.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) Terms used herein such as buildings, structures, dwellings and other terms shall be as defined by the Virginia Uniform Statewide Building Code.

(ii) Grantor shall submit plans sixty (60) days before beginning construction or enlargement of any new structure, building, road or utility permitted by Section II Paragraph 2(ii) below to Grantee for its review and approval prior to commencement of construction, which review and approval shall be limited to consideration of the impact of the quantity, footprint, size, height, siting, colors and materials of the proposed improvement on the scenic and conservation values of the Property, and to ensure that they promote a rural building presentation from (conservation value to be protected). Grantor shall have the right to repair, maintain, renovate and replace any existing structure, building, road or utility permitted by Section II Paragraph 2(iii) below within the limitations set forth in this Easement.

(iii) No buildings, structures, roads or utilities, other than the following, are permitted on the Property:

(a) **Dwellings and non-residential outbuildings and structures.** Three (3) single-family dwellings or dwelling units such as detached or attached dwellings or barn or garage apartments, which shall not exceed an aggregate of 13,500 square feet of above-ground enclosed living area and non-residential outbuildings and structures commonly and appropriately incidental to such dwellings sized appropriately to serve as amenities to residential use. Such dwellings shall not individually exceed 4,500 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 scenic and other conservation values of the Property. The dwelling currently existing on the Property shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area.

(b) **Farm buildings or structures.** Farm buildings or 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. For purposes 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.** Buildings for the processing and sale of farm or forest products produced or partially produced on the Property not exceeding 4,500 square feet of enclosed area in the aggregate and not individually exceeding 2,500 square feet of enclosed area. For purposes of this paragraph (c), a building for the processing and sale of farm or forest products shall mean a building originally constructed and used for the activities specified in Section II Paragraph 3(i) below.

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

(1) Private roads and driveways to serve permitted buildings or structures, private roads and access easements to parcels created by permitted divisions of the Property, and roads with permeable surfaces for permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over same to serve adjacent properties, provided that such roads or driveways have the 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 in conjunction with permitted divisions of the Property, provided that Grantee determines that the construction and maintenance of such public roads will not impair the conservation values of the Property and gives prior written approval of such construction.

Dedication of required roads for such divisions shall not be considered (additional divisions) of the Property;

(4) Pervious trails for non-motorized use, including, but not limited to, hiking, biking, and equestrian trails;

(e) **Utilities**. Public or private utilities to serve permitted buildings or structures. Grantor reserves its separate rights to approve such public or private utilities. Public or private utilities to be constructed in whole or in part to serve other adjacent properties shall not be constructed on, under, or over the Property unless Grantee determines that the 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 construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve or disapprove such public or private utilities.

(f) **Small-scale miscellaneous buildings or 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, or structures for crossing of streams or wetlands (subject to the restrictions contained in Section II Paragraph 5); and

(g) **Alternative energy structures**. Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, and scaled to provide electrical energy or pump water for permitted dwellings, other buildings, structures, and 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; and alternative energy structures constructed in whole or in part to serve other properties, provided Grantee determines that the construction and maintenance of such structures 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 shall take into consideration the visibility and any other possible adverse impact of such structures on the conservation values of the Property

(iv) All or a portion of the aggregate allowable square footage for dwellings set forth in Section II Paragraph 2(i)(a) above may be used for other kinds of buildings or structures, such as educational, recreational, or religious buildings or structures, provided that Grantee determines that the construction of such buildings or structures and their intended use(s) are consistent with the conservation purposes of this Easement, will not impair the conservation values protected herein, and gives prior written approval of such construction.

(v) To protect the scenic and forestal values of the Property, the permitted dwellings shall be constructed within either of the two building envelopes, as shown on the attached EXHIBIT A, which is incorporated herein by this reference.

(vi) The collective footprint of all buildings and structures on the Property, excluding roads, 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. 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(iii)(a) through (c), (f), and (g) and Section II Paragraph 2(iv) above and all other impervious surfaces, excluding roads.

(vii) 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(ii) 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

3. ACTIVITIES ON THE PROPERTY.

(i) . Industrial or commercial activities are prohibited, with the exception of the following:

(a) agriculture (including livestock production), equine activities, agritourism (as defined by Section 3.2-6400 of the Code of Virginia), or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property in buildings permitted in Section II Paragraph 2(ii)(c) above;

(c) small-scale incidental commercial or industrial operations compatible with activities set forth in (a) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(d) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

(e) the sale of excess power generated incidentally in the operation of approved alternative energy structures.

(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 purpose 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. Grantee reserves the right to impose a cost recovery charge for evaluation of ecosystem function projects on the Property.

(g) temporary or seasonal outdoor activities or events ("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, except that such activities involving 100 or more people shall not exceed seven consecutive days or more than fourteen (14) days in the aggregate in any 30-day period unless Grantee gives its prior written approval of such activities, which approval shall take into consideration the number of people involved, the duration of such activities, and any other aspects thereof that may have an impact on the conservation values being protected herein. Approval may be subject to the requirement that at the conclusion of the activity Grantor shall restore the Property to its pre-existing condition.

(ii) Educational, recreational, scientific, or religious activities are permitted on the Property, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein. (Recreational activities may include use of all or a portion of the Property as a park for passive recreational activities, such as hiking, photography, bird watching, and nature study.)

4. **MANAGEMENT OF FOREST**. When any timber harvest or land-clearing activity (other than those in the following paragraph) of 1 acre in total or more per occurrence is undertaken, Grantor shall adhere to the following: Best Management Practices, as defined by the Virginia Department of Forestry at the time, shall be used to control erosion and protect water quality. All timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval no earlier than one year nor later than thirty (30) days before beginning any material timber harvest, which approval shall be limited to determination of whether or not the pre-harvest plan is in compliance with the Forest Stewardship Management Plan and is consistent with the purpose of this Easement. The pre-harvest plan shall require the marking of Stream Management Zones (SMZs) by appropriate means before any harvesting is undertaken. Without limiting the foregoing requirement regarding submission of pre-harvest plans, Grantee shall be notified not later than thirty (30) days prior to the clearing of forestland for conversion into grassland, crop land, or in association with the construction of permitted buildings.

Provided that their scope is less than 1 acre in total per occurrence, neither a Forest Stewardship Management Plan nor a pre-harvest plan shall be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures, (ii) cutting of trees for trail clearing, (iii) cutting of trees for firewood, or for other domestic uses

of Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of non-native or invasive species or trees that are diseased or have died naturally.

5. **RIPARIAN BUFFER.** To protect water quality, forested riparian buffer strips shall be maintained as follows:

A 35-foot forested buffer strip shall be maintained along the edge of the Roanoke River, and a 35-foot forested buffer strip shall be maintain along each edge of those streams shown on the exhibit map, incorporated herein and attached hereto as EXHIBIT B, as measured from the tops of the banks or the centerline of the watercourse.

(i) Within the buffer strips there shall be (a) no buildings or other substantial structures constructed, (b) no new paved roads or paving of existing roads without Grantee's approval (c) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (d) no removal of trees except removal of non-native or invasive species or removal of dead, diseased or dying trees, or trees posing a threat to human or livestock health or safety, (e) no mowing, bushhogging or disturbance of the understory or root mat, (f) 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. Minimal removal of trees for the purpose of maintaining existing roads or for construction and maintenance of new permitted roads, stream crossings, dams, and any other structures permitted in subparagraph (ii) below shall be permitted. If present, livestock shall be excluded from the buffer strip within twenty-four (24) months after the recordation date of this Easement by fencing, except during emergencies, at permitted stream crossings, or with the approval of the Grantee.

(ii) Notwithstanding the foregoing, permitted within the buffer strips, subject to any applicable laws and regulations, 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 strip(s), (c) construction and maintenance of up to four (4) stream crossings (including improvements over the buffer strip to access crossings) for pedestrians, livestock and vehicles, which crossings are designed to USDA Natural Resource Conservation Service engineering standards at the time, (d) creation and maintenance of trails with unimproved surfaces, (e) removal of non-native or invasive species or dead, diseased or dying trees, (f) minimal removal of individual trees or trees posing a threat to human or livestock health or safety, (g) planting of trees, shrubs, grasses, or other vegetation, (h) dam construction to create ponds, and (i) diversion of water for agricultural use on the Property.

(iii) Should the Roanoke River or any of the streams shown on EXHIBIT B 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 strip(s) shall remain the same width, but move relative to the movement of the watercourse. 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**. Grading, blasting, filling, excavation, dredging or earth removal shall not materially alter the topography of the Property, including any water courses on the Property, except for (i) dam construction to create ponds, (ii) the maintenance of any ponds on the property, (iii) restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above, (iv) erosion and sediment control pursuant to an erosion and sediment control plan, or (v) as required in the construction or maintenance of permitted buildings, structures, roads, and utilities. Such maintenance shall not impair the conservation values of the Property. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, or utilities that require Grantee approval in Section II Paragraph 2 (i) above, as a condition of such approval.

Grading, blasting, filling, excavation or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require thirty (30) days' prior notice to Grantee. Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited. Extraction of minerals, sand, or gravel from the Property is prohibited.

7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.

8. **SIGNS.** No billboards or other signs may be displayed on the Property, except for signs that relate to the Property or to permitted activities (including commercial activities) thereon. Temporary political signs are allowed. No sign visible from outside the Property shall exceed thirty-two (32) square feet in size.

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.** 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 (i) to require restoration of the Property to its condition at the time of the donation; (ii) in Grantee's discretion, to require restoration of the Property to its condition prior to a violation of the terms hereof, provided that such prior condition was in compliance with the restrictions and consistent with the purpose of this Easement; (iii) to recover any damages arising from non-compliance; and (iv) to enjoin non-compliance by *ex parte* temporary or permanent injunction. 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 and 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 defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. 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 (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or (ii) 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. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee. Nothing shall prohibit Grantee from seeking enforcement assistance from the Commonwealth of Virginia or any political subdivision or agency thereof.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift, and documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the gift. The Baseline Documentation Report 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 Baseline Documentation Report 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 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, the parties hereto and their successors and 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 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.

3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (a) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant and convey this Easement, (c) 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, (d) no consent of any third party is required for Grantor to enter into this Easement, (e) each person and/or entity signing on behalf of Grantor is authorized to do so, and (f) Grantor is and shall be duly organized and legally existing under the laws of the Commonwealth of Virginia.

4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by its Board and is evidenced by the signature of its Executive Director.

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 dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; 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 policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Lawful acts or uses consistent with the purpose 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 instrument shall be construed and applied in a manner that will not prevent this Easement 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 limit its enforceability in any way.

8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is 722 First Street, Suite L, Roanoke, Virginia 24016, 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 569 Oak Grove Drive, Madison Heights, VA 24572.

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 that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property (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 purpose 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 purpose 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 donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. 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.

10. **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.

11. **ASSIGNMENT BY GRANTEE**. 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 and (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations.

12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation 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 the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. The proportionate value shall remain constant.

13. **PERPETUAL EASEMENT.** Grantor and Grantee intend that this Easement be perpetual.

14. **EXTINGUISHMENT.** Should an attempt be made to extinguish this Easement in whole or in part, such extinguishment can be carried out only by judicial proceedings and only if in compliance with IRC Section 170 (h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from 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 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement.

15. **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 any amendment shall (i) be consistent with the public interest and the mission of the Grantee; (ii) comply with all applicable Federal, state, and local laws; (iii) not affect this Easement's perpetual duration; (iv) not conflict with or be contrary to or inconsistent with the conservation purpose of this Easement; (v) not reduce the protection of the conservation values; (vi) be consistent with the documented intent of the Grantor, and any direct funding source used, if applicable; (vii) produce a net beneficial or neutral effect on the relevant conservation values protected by this Easement; (viii) not affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", ix) not affect the status of Grantee as a "qualified organization" or "eligible donee"; (x) not affect the Grantee's tax-exempt status or status as a charitable organization under Federal or state law; and (xi) not create an impermissible private benefit or private inurement in violation of federal tax law. In the case that an amendment is requested by the Grantor, the Grantee reserves the right to require compensation for the actual and reasonable expenses associated with processing the amendment, and to require a stewardship fee in accordance with the policies of the Grantee at the time the amendment is proposed. 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 Pittsylvania County, Virginia.

16. **JOINT OWNERSHIP**. If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.

17. **SEVERABILITY**. 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.

18. **ENTIRE AGREEMENT**. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.

19. **CONTROLLING LAW**. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.

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

21. **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.

22. **REVIEW FEES.** Grantee reserves the right to charge Grantor, and Grantor agrees to pay to Grantee, a fee to reimburse Grantee for its actual and reasonable expenses (including those of its staff) incurred for Grantee to review and approve any right that is reserved by Grantor in this Deed, and which is required by this Deed to be reviewed and approved by Grantee before being exercised, in accordance with the policies of the Grantee at the time the review is made. Grantee also 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, and access or utility easements over the Property.

23. **INDEMNIFICATION OF GRANTEE.** Grantor hereby agrees to indemnify and hold harmless Grantee and its directors, officers, agents, volunteers, and employees (collectively, the Indemnified Parties) from and against any and all liabilities, penalties, causes of action, claims, demands, orders, judgments, or administrative actions against Indemnified Parties, including, without limitation, reasonable attorney's fees arising from Grantee's interest in the Property as Grantee under this Easement and in connection with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties or arising out of Indemnified Parties' physical presence on the Property; Indemnified Parties acknowledge that the Property is an active farming, forestry and agritourism property and that there are inherent dangers in connection with same; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, ordinance or requirement, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property which directly lead to a loss suffered by Indemnified Parties; (iii) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, ordinance or requirement as hazardous, toxic, polluting or otherwise contaminating or harmful to human health or the environment which directly lead to a loss suffered by Indemnified Parties unless caused solely by any of the Indemnified Parties.

_____, herein the Lender, is the Noteholder 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 to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Easement and joins in this Deed 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. 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.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 4]

OAK GROVE FARMS, LLC,
A Virginia limited liability company,
Grantor

By: _____(SEAL)

Name:_____

Its: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 201__ by _____, the _____ of Oak Grove Farms, LLC, a Virginia limited liability company.

_____
Notary Public

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

[Counterpart signature page 2 of 4]

Accepted:
BLUE RIDGE LAND CONSERVANCY,

By: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by David C. Perry, _____, the Executive Director of the Blue Ridge Land Conservancy.

_____
Notary Public

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

Lender:

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by_____ [*name of officer*], _____ [*title of officer*] of Cornerstone Bank, a _____ [*state of incorporation*] corporation, on behalf of the corporation.

_____
Notary Public

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

[Counterpart signature page 4 of 4]

_____, Trustee

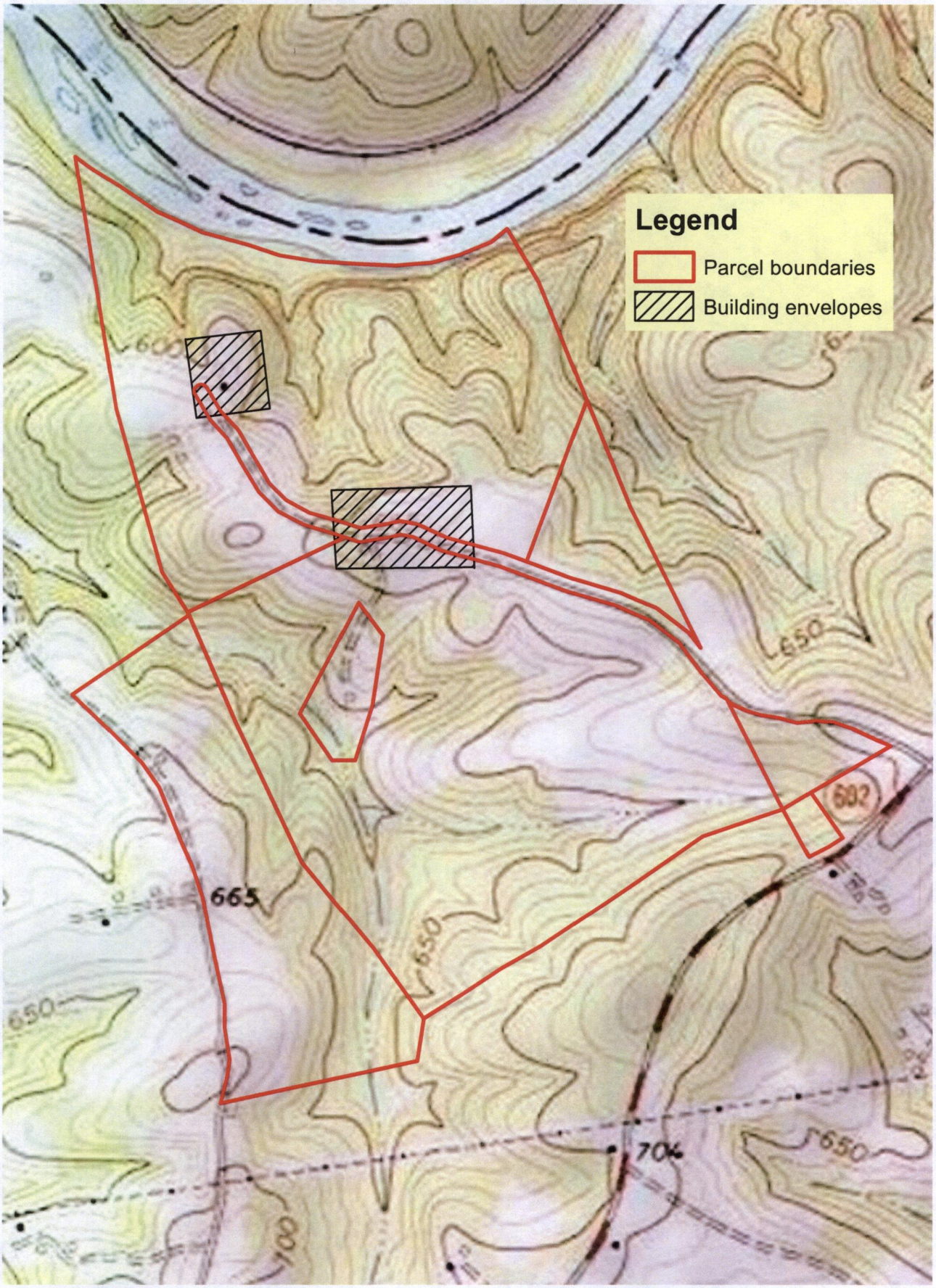
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____, Trustee.

_____
Notary Public

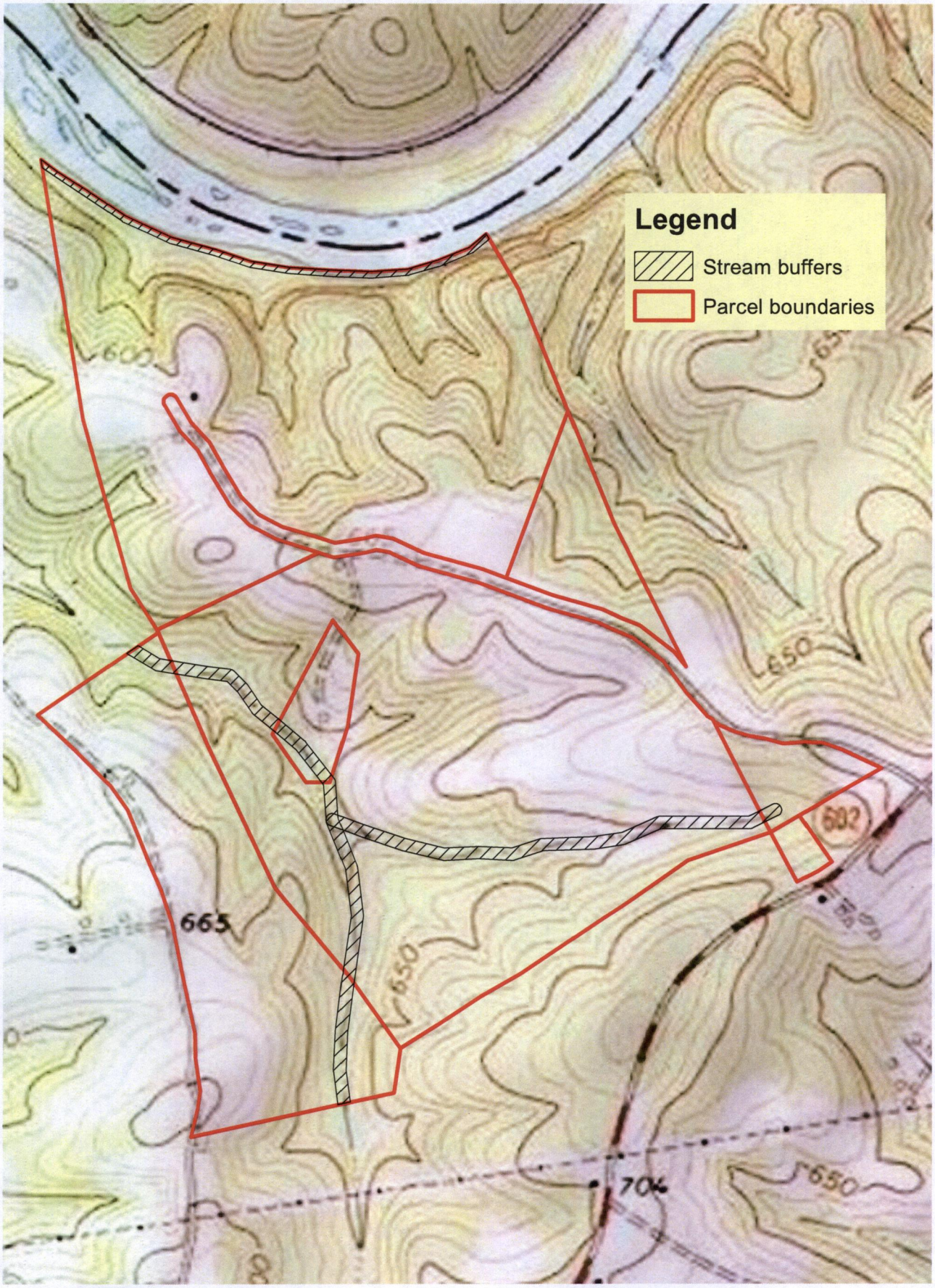
My commission expires: _____
(SEAL) Registration No. _____

Exhibit A



BLUE RIDGE
LAND CONSERVANCY

Exhibit B



BLUE RIDGE
LAND CONSERVANCY

2019

ANNUAL REPORT

2019 ANNUAL REPORT

Total Revenue:	**$9,606.09**			***Total Amount of Expenditures:***			**$25,322.20**						
Total Cases:	**50**			***Cost of Advertisement:***			**$21,678.21**	*(Calculated into Expenditures)*					
	January	***February***	***March***	***April***	***May***	***June***	***July***	***August***	***September***	***October***	***November***	***December***	***Totals***
Rezoning													
Fees	$515.83		$732.80	$564.90	$782.50	$181.50	$349.40	$397.00	$834.00	$682.80	$209.80	$358.40	$5,608.93
Certified	$94.36		$170.00	$142.80	$360.40	$40.80	$68.00	$115.60	$231.20	$142.80	$74.80	$88.40	$1,529.16
Registered	$46.47		$62.80	$47.10	$47.10	$15.70	$31.40	$31.40	$62.80				$344.77
Granted	3		7	3	3	3	2	2	4	4	1	2	34
Denied	0		0	0	0	0	0	0	0	0	0	0	0
Withdrawn	1		0	0	0	0	0	0	0	0	0	0	1
Total Cases	4		7	3	3	3	2	2	4	4	1	2	35
Special Use													
Fees	$187.67	$645.99			$601.00	$412.70	$694.10	$517.40	$300.00	$150.00	$300.00		$3,808.86
Certified	$47.18	$505.50			$319.60	$47.60	$272.00	$374.00					$1,565.88
Registered	$15.49	$15.49			$31.40	$15.70	$47.10	$15.70					$140.88
Granted	0	1			1	1	3	1	2	1	2		12
Denied	1	0			0	0	0	0	0	0	0		1
Withdrawn	0	1			0	0	0	0	0	0	0		1
Total Cases	1	2			1	1	3	1	2	1	2		14
Variance													
Fees				$188.30									$188.30
Certified				$47.60									$47.60
Registered				$15.70									$15.70
Granted				1									1
Denied				0									0
Withdrawn				0									0
Total Cases				1									1

2019 ANNUAL REPORT

	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Sign													
Fees													
Certified													
Registered													
Granted													
Denied													
Withdrawn													
Total Cases													
Appeal													
Fees													
Certified													
Registered													
Upheld													
Denied													
Withdrawn													
Total Cases													

PITTSYLVANIA COUNTY
ZONING CASES FOR THE PAST 19 YEARS

	MH R-1	SIGN	SPECIAL USE	VARIANCE	REZONING	APPEAL	CASES	REVENUE
2001	0	0	22	8	56	0	**86**	**$12,296.35**
2002	0	2	23	3	50	0	**78**	**$11,834.41**
2003	0	4	19	5	54	0	**82**	**$12,614.85**
2004	0	3	24	2	70	0	**99**	**$14,941.92**
2005	0	1	16	3	62	0	**82**	**$13,322.32**
2006	0	0	7	3	72	2	**84**	**$13,790.00**
2007	0	0	19	4	71	0	**94**	**$15,557.13**
2008	0	2	19	3	76	2	**102**	**$16,159.68**
2009	0	1	16	1	49	0	**67**	**$10,511.26**
2010	0	5	14	2	54	0	**75**	**$12,010.44**
2011	0	1	16	2	44	1	**64**	**$10,472.98**
2012	0	4	19	1	52	0	**76**	**$12,844.24**
2013	0	0	11	2	65	1	**79**	**$13,469.52**
2014	0	2	16	3	47	0	**68**	**$12,330.14**
2015	0	1	14	6	41	1	**63**	**$11,085.01**
2016	0	2	14	2	32	2	**52**	**$10,054.57**
2017	0	0	17	4	48	1	70	**$11,548.34**
2018	0	3	14	1	31	0	49	**$8,595.13**
2019	0	0	14	1	35	0	50	**$9,606.09**