

CLR210012975

THIS DEED IS EXEMPT FROM TAXATION UNDER VIRGINIA CODE §§58.1-811 (A)(3)
AND 58.1-811(C)(4)

JCC TAX ID NO.: 1230100018

ADDRESS: 2822 FORGE ROAD

CONSIDERATION: \$0.00

DEED OF CONSERVATION AND OPEN-SPACE EASEMENT

THIS DEED OF CONSERVATION AND OPEN-SPACE EASEMENT (the "Easement"), dated as of June 21, 2021, by and between **MG FARM PARTNERS, L.L.C.**, a Virginia limited liability company whose address is 4615 Dusty Sage Dr. #4, Fort Collins, Colorado 80526, (the "Grantor") and the **COUNTY OF JAMES CITY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County" or the "Grantee") whose address is 101-D Mounts Bay Road, Williamsburg, Virginia 23185.

WITNESSETH:

WHEREAS, MG Farm Partners, L.L.C. is the owner in fee simple of a parcel of property located at 2822 Forge Road in James City County, Virginia and further identified as James City County Real Estate Tax Parcel Number 1230100018 as more particularly described in Exhibit A (the "Property"); and

WHEREAS, under the County's Purchase of Development Rights Program (the "PDR Program"), codified as Chapter 16A in the Code of James City County, as amended (the "County Code"), the County is authorized to acquire perpetual conservation easements over qualifying properties in order to accomplish the purposes of the PDR Program and the Open-Space Land Act (§§ 10.1-1700 et seq. of the *Code of Virginia*, 1950, as amended (the "Virginia Code")); and

WHEREAS, the Grantor and Grantee desire to protect in perpetuity the historic, archaeological, aesthetic, agricultural, and open-space values on the Properties and the Grantor has voluntarily agreed to grant to Grantee the perpetual conservation easement described herein and have the Property be subject to the terms, limitations, and obligations of this perpetual conservation easement; and

Prepared by and return to:
County Attorney
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784

WHEREAS, the County's acquisition of the conservation easement identified herein furthers the purposes of the PDR Program in that such acquisition, among other things, assures that the County's resources are protected and efficiently used, establishes and preserves open space, and furthers the goals of the County's Comprehensive Plan by protecting the County's natural and scenic resources, conserving biological diversity and natural wildlife habitat, promoting the continuation of agricultural and forestal activities, and protecting the quality of the County's surface water and groundwater resources (collectively, "Conservation Values"); and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, the covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, conveys, covenants, and agrees as follows:

1. **GRANT AND CONVEYANCE OF EASEMENT.** The Grantor hereby grants and conveys to the Grantee and its successors and assigns, with General Warranty and the English Covenants of Title, this Easement in gross over the Property, restricting in perpetuity the use of the Property in the manner set forth in this Easement.

2. **PURPOSE.** The conservation purpose of this Easement is to preserve land for agricultural use, forestal use, watershed preservation, preservation of scenic open space, and preservation of open space designated by local government and to protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth herein and providing for their enforcement as provided herein. The conservation values of the Property are its open-space and scenic values and its values as land preserved for open-space and rural uses including agriculture, livestock production and forestry. Grantor covenants that no acts or uses that are inconsistent with the purpose and intent of this Easement or the Conservation Values herein protected shall be conducted on the Property.

3. **DESCRIPTION.** The Property consists of all of 2822 Forge Road, identified as James City County Real Estate Tax Map Number 1230100018, as shown among the land records of the County, all as more particularly described on "Exhibit A" attached hereto and made a part hereof.

4. **USES AND ACTIVITIES.** In order to accomplish the purposes of the PDR Program and the Open-Space Land Act and this Easement, the Property shall be subject to the following restrictions:

A. Construction, installation, location, placement of structures and improvements. There shall be no construction, placement, or maintenance of any structure or improvements on the Property unless the structure or improvements are either on the Property as of the date of this Easement or are authorized as follows:

1. *Existing dwellings.* None.

2. *Future dwellings.* Without prior Grantee approval, the Grantor may situate dwellings and/or structures within the shaded areas labeled "PROPOSED HOMESITE ZONE" as shown on the "MEADOWS PROPERTY HOMESITE EXHIBIT, Exhibit B"

attached hereto and made a part hereof. Placement of any dwelling or other structure in a location not within the shaded area as shown on the "MEADOWS PROPERTY HOMESITE EXHIBIT, Exhibit B" shall be approved in advance by the Grantee.

3. *Roads and Utilities.* Private roads and utilities to serve permitted buildings or structures, private roads, and utilities to parcels created by permitted divisions of the Property, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained. Farm trails and paths that are not paved or otherwise improved shall be permitted without limitation hereunder. Access to Forge Road from the Property shall be via three or fewer entrance roads each of which shall be no wider than twenty-five-feet (25') and shall be in substantially the same location as shown on "Exhibit B."

4. *Additional Restrictions.* To further protect the scenic and open-space values of the Property, no dwelling or other structure shall be constructed within 800 feet of the centerline of Forge Road except as follows: a total of two open sided "run in" sheds to shelter horses, each not to exceed eight hundred and seventy five (875) square feet in footprint, either or both of which may be constructed no closer than 500 feet of the centerline of Forge Road.

Any permitted dwellings, buildings or structures visible from Forge Road shall be designed and sited to minimize their visibility from said location(s) in any season of the year, provided that the Grantee acknowledges and agrees that any structure or dwelling situated in substantially the same location as identified on "Exhibit B" shall be deemed to be sited to minimize its visibility from said location(s) in satisfaction of the requirements of this paragraph. The building height of any permitted dwelling or non-dwelling structure shall not be more than thirty-five (35) feet, as measured from final grade at the foot of the dwelling or structure to ridge of roof.

B. Types of structures. The following structures may be established on the Property without the prior written consent of the Grantee:

1. There shall be no more than a total of three (3) dwelling units situated on the Property, each of which shall be a single family detached dwelling unit.

2. Accessory structures, as defined by the County Code and incidental to a permitted dwelling or otherwise incidental to a *bona fide* agricultural or forestal use conducted on the Property shall be permitted subject to the provisions of Section 4(C) below.

C. Size of structures. Each altered, relocated, or new dwelling shall have a structural footprint of not more than five thousand (5,000) square feet without prior written approval of the Grantee, which approval shall be limited to consideration of the impact of the size, height, and siting of the proposed structure on the Conservation Values of the Property. Each altered, relocated, or new accessory structure shall have a structural footprint of not more than four thousand (4,500) square feet without prior written approval of the Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. Total dwellings, buildings, structures, and impervious surfaces (excluding roads and driveways) shall not exceed three percent (3%) of the

surface area of the Property, provided that if Grantors can demonstrate that an increase in the collective footprint would result in increased protection of the Conservation Values protected herein, Grantee may approve such increase. For the purpose of this Section the collective footprint is the ground area measured in square feet of the permitted dwellings, buildings and structures identified herein and all other impervious surfaces, excluding roads and driveways. In the event of division of the Property, the collective footprint of all dwellings, buildings and above-ground structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed 3% of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

D. Improvements.

1. *Miscellaneous.*

a. Fencing.

i. The Grantor may enclose any portion of the Properties with electric tape fence, wooden fencing (excluding privacy fencing) or materials that simulate the appearance of wood without prior written approval from the Grantee, provided, however, that such fencing shall not exceed five and one-half feet in height.

ii. Upon prior written approval of the Grantee, Grantor may install fences of other materials (including privacy fencing, chicken wire, and hardware cloth) and exceeding five and one-half feet in height as may be reasonably necessary to control livestock, to protect crops from damage by animals, to restrict access to pools, play areas or yards, provided that such fencing is at least 800 feet distant from the center line of Forge Road.

iii. Grantor may install fencing of other materials, including privacy fencing, and exceeding five and one-half feet in height as may be reasonably necessary to control livestock, to protect crops from damage by animals, to restrict access to pools, play areas or yards, without prior written approval of the Grantee, provided that such fencing is at least 1600 feet distance from Forge Road.

iv. Privacy fencing is discouraged and will be approved only in locations with no or minimal views from Forge Road and only in the minimum amount necessary. Materials such as chain link and woven plastic are prohibited. All privacy fencing should be kept to a maximum of six feet in height and shall be of natural tones in color. Privacy fencing shall be landscaped along all sides visible from Forge Road for the purpose of minimizing the views of the privacy fence from Forge Road. Upon erecting the privacy fence, such landscaping shall be installed as soon as reasonably possible. Privacy fencing restrictions do not apply to fencing that is at least 1600 feet distance from Forge Road.

v. All fencing shall be kept in good repair.

b. Landscaping. No permanent vegetation (e.g., bushes or trees) with a mature height of three feet or more may be located on the Property within eight hundred feet (800') of the centerline of Forge Road; provided, however, that the Assistant Community Development Director may approve the planting of trees and bushes exceeding three feet in height on either side of the entrance roads, trees in small clusters located along the edges of pastures, and for front yard landscaping within 30 of the dwelling, all pursuant to an approved conceptual, site or subdivision plan.

c. Conceptual drawing, marked as Exhibit C and attached hereto. Fencing and landscaping as shown in, or substantially consistent with, Exhibit C are deemed to be acceptable.

2. *Commercial and industrial uses prohibited; description of uses not deemed to be commercial and industrial uses.* There shall be no industrial or commercial uses or activities conducted on the Property, provided, however, the following uses are NOT deemed to be commercial or industrial uses for the purposes of this Easement:

a. Single-family residential uses.

b. Agricultural uses, consisting of establishing, reestablishing, maintaining or using cultivated fields, orchards, vineyards, or pastures in accordance with generally accepted agricultural practices for the purpose of producing or maintaining crops, including horticultural specialties; livestock, including all domestic and domesticated animals; and livestock products; and processing and sale of agricultural products produced on the Property. Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the Property in a manner consistent with a conservation plan, which includes best management practices, prepared in consultation with the local Soil and Water District or the Natural Resources Conservation Service representative.

c. The Grantors, and their successors and assigns, shall be allowed to have and board large animals (e.g., horses and cattle) on the Property; provided, however, that the total number of large animals boarded or otherwise held by the Grantors and their successors and assigns on the Property shall not exceed a ratio of one (1) large animal per one (1) acre of pastureland on the Property.

d. Forestal uses, consisting of reforestation, timber harvesting and forest management activities undertaken to produce wood products and/or improve the health and productivity of the woodland are permitted. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee or the Virginia Department of Forestry. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 45 days before beginning any material timber harvest. The objectives of the Forest Stewardship Management

Plan may include, but are not limited to, forest health, biodiversity, timber management, wildlife habitat, scenic forest, aesthetics, recreation, water and air quality, carbon or other mitigation banking programs, natural area preservation, or any combination thereof. Grantee shall be notified 30 days prior to the clearing of over 10 acres of forestland for grassland, crop land, or in association with the construction of permitted buildings. Non-commercial de minimis harvest of trees for trail clearing, firewood or Grantor's domestic use, trees that pose an imminent hazard to human health or safety, or removal of invasive species, shall not require a Forest Stewardship Management Plan. Grantors, their heirs, successors, or assigns, shall conduct all forestal operations on the Property in a manner consistent with a conservation plan, which includes best management practices, prepared in consultation with the local Soil and Water District or the Natural Resources Conservation Service representative. The processing of wood products is not a forestal use, except as an accessory use with prior written approval of the Grantee.

e. Seasonal activities that do not permanently alter the physical appearance of the Property that are related to and consistent with an authorized use of the Property delineated herein and do not diminish the Conservation Values of the Property herein protected, including the granting of licenses to enter and use the Property for non-commercial recreational hunting or fishing, trapping, hiking, horse riding and similar rights for private use consistent with the Conservation Values protected herein, in accordance with local, state and federal regulations.

f. Horse and pony farms (including the raising and keeping of horses), riding stables, and horse show areas.

g. Uses that are subordinate and customarily accessory to a principal use of the Property (such as, for example, a shed for a residence, a garage, a patio, a deck, etc.) that are not expressly prohibited by this Easement and are otherwise consistent with IRC § 170(h) and its Regulations, the purposes of this Easement, the PDR Program and the County Code are hereby allowed.

h. Notwithstanding any other provision of this Easement, any use of the Property is prohibited that will destroy or significantly alter the Conservation Values of the Property protected by this Easement. The Grantee shall approve, in writing, any alterations, demolition, or ground-disturbing activity on or to the Property that may impact cultural or natural heritage resources contained on the Property.

3. *Repairs.* Grantors shall have the right to maintain, remodel, rebuild and repair permitted dwellings, structures, fences, utilities, and other improvements, and in the event of their destruction, to reconstruct any such existing improvement with another of similar size, function, capacity, location and material. Any new, replaced or enlarged permitted building or structure must not be inconsistent with and must not conflict with, diminish, impair or interfere with the purpose and intent of this Easement or with its Conservation Values.

E. Grantee Approvals. Grantors shall give Grantee written notice at least 60 days before beginning construction, replacement, or enlargement of any dwelling on the Property or of any other building, structure, road or utility for which prior review by Grantee and/or prior written approval of Grantee is required. The Grantee shall act promptly upon the receipt of a

request for approval to review such request and grant or deny approval.

5. **CONFIGURATION/SUBDIVISION OF THE PROPERTY.** The maximum number of lots on the Property shall be limited to no more than three (3) lots as depicted on "Exhibit B". The lots shall be configured in substantial conformance with "Exhibit B", provided, however, that any of the lots may be combined to result in fewer than three (3) lots. All driveways shall be situated in substantially the same location as shown on "Exhibit C", as determined by the Grantee. The parties acknowledge that a shared entrance is planned to serve "New Parcel 2" and "Parcel ID #1230100019" as shown on Exhibit A. In the event of division of the Property as provided in this Section, permitted dwellings shall be allocated between or among the parcels in the instrument creating the division or other recorded instrument. Grantors shall give Grantee written notice prior to making any division of the Property. In the event of a division of the Property as provided in this Section, the grantor making the division retains the right to make any further permitted division(s) of the Property unless permitted divisions are allocated by that grantor in the instrument creating the division or other recorded instrument. Boundary line adjustments with adjoining parcels of land not already included in this Easement are permitted and shall not be considered divisions of the Property, provided that Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met:

(i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or

(ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Grantee.

6. **BILLBOARDS AND SIGNS.** There shall be no display of billboards, signs or other advertisements on or over the Property, except signs that: (1) state solely the name of the owners, the name of the farm, and/or the address of the Property; (2) advertise the sale or lease of the Property; (3) advertise the sale of goods or services produced pursuant to a permitted use of the Property; (4) give directions to visitors; (5) recognize historic status or participation in a conservation program; (6) provide warnings pertaining to trespassing, hunting, dangerous conditions, notices necessary for the protection of the Property and other similar such warnings; or (7) temporary political signs. No such sign shall exceed sixteen (16) square feet in size.

7. **GRADING, EXCAVATION, EARTH REMOVAL, BLASTING, AND MINING.** Earth removal on the Property, except in connection with (i) wetlands or stream bank restoration pursuant to a government permit, (ii) erosion and sediment control pursuant to a government-required erosion and sediment control plan, or (iii) as required in the construction of permitted buildings, structures, roads and driveways, and utilities allowed pursuant to Section 4 of this Easement, is prohibited. Grading or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iii) above require 30 days prior notice to Grantee. Grading and excavation as required in the construction of permitted buildings, structures, roads and driveways, and utilities shall not materially alter the topography of the Property. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion

and protect water quality in permitted construction. Grading and excavation shall be allowed for dam construction to create private conservation ponds with prior written approval by the Grantee. Any blasting on the Property is prohibited. The exploration for, or development and extraction of minerals and hydrocarbons, or drilling for oil or gas, on the Property, whether by surface mining, subsurface mining, dredging or any other method on or from the Property, is prohibited. Common agricultural activities such as plowing, erosion control, and restoration are permitted activities not subject to this Section provided that they do not materially alter the topography of the Property. Any dam existing as of the date of execution of this document shall be permitted and may be restored, repaired, and maintained without the permission of the County pursuant to this document; provided, however, that this does not excuse the owner from obtaining any other required permits for the existing dam.

8. **ACCUMULATION OF WASTE MATERIAL.** There shall be no accumulation or dumping of trash, refuse, or junk on the Property. This restriction shall not prohibit customary agricultural, horticultural or wildlife management practices including, but not limited to, establishing brush piles, composting, the routine and customary short-term accumulation of household trash, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.

9. **NOTICE AND PERMISSION.** Whenever notice is to be given pursuant to any of the provisions of this Easement, or where a request for permission is required of the Grantee, or for a change of address, such notice or request for permission shall be in writing and shall be deemed to have been given upon (i) delivery by hand, (ii) three days after deposit in the U.S. mail with postage prepaid, for delivery by certified mail, return receipt requested, or (iii) one day after delivery to a recognized national courier service for overnight delivery to:

If to Grantor:

MG Farm Partners, L.L.C
4615 Dusty Sage Dr. #4
Fort Collins, CO, 80526

With Copy To:

S. M. Franck, Esquire
1177 Jamestown Rd.
Williamsburg, VA 23185

If to County:

County Administrator
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23185

With Copy To:

County Attorney
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23185

As any lot or parcel is subdivided from the Property and conveyed to another party ("New Owner"), such New Owner shall advise the Grantee in writing of the new name and address to which future notices regarding this Easement pertaining to the lot or parcels shall be sent. In the absence of such notice, the name and address shown on the James City County real estate records shall be used for all notices pertaining to lots conveyed to New Owners.

10. MISCELLANEOUS PROVISIONS.

A. No public right-of-access to Property. Although this Easement will benefit the public as described herein, this Easement does not create, and shall not be construed to create, any right of the public to enter upon or to use the Property or any portion thereof, except as Grantors may otherwise allow in a manner consistent with the terms of this Easement and the PDR Program. Grantors retain the exclusive right to access and use of the Property, subject to the terms hereof. The public has views of substantially all of the Property from Forge Road.

B. Continuation; Notice to Grantee.

1. *Continuation.* The covenants, terms, conditions, and restrictions of this Easement are perpetual, shall apply to the Property as a whole and shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs, and be considered a servitude running with the land in perpetuity. This Easement is an easement in gross that runs with the land as an incorporeal interest in the Property. A Landowner's rights and obligations under this Easement terminate upon proper transfer of Landowner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

2. *Notice to Grantee.* The Grantors shall notify the Grantee in writing prior to undertaking any activity or exercising any reserved right that the Grantors believe may be inconsistent with or that may conflict with, diminish, impair or interfere with the Conservation Values or terms and conditions of this Easement. The Grantee shall act promptly upon the receipt of a request for approval to review such request and grant or deny approval.

C. Enforcement. In addition to any remedy provided by law or equity to enforce the terms of this Easement, the parties shall have the following rights and obligations:

1. *Monitoring.* Employees or agents of Grantee may enter the Property from time to time, at reasonable times, for the purpose of monitoring compliance with the terms of this

Easement. The Grantee shall give reasonable prior notice before entering the Property, when practicable, 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 Grantors or Grantors' representative being given at the earliest practicable time.

2. *Action at law inadequate remedy.* Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. The parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and restrictions herein contained, and therefore, in the event that the Grantors, their successors or assigns, violate or breach any of the terms, conditions and restrictions herein contained, the Grantee, its successors, or assigns, may institute a suit, and shall be entitled, to enjoin by *ex parte* temporary and/or permanent injunction such violation. This right specifically includes the right to require the restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; and to recover any damages arising from non-compliance. Notwithstanding any other provision of this Easement, Grantors shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantors' control or any prudent action taken by Grantors to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

3. *Restoration.* Upon any breach of the terms of this Easement by Grantors, Grantee may require by written demand to the Grantors that the Property be restored promptly to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions. Furthermore, the Grantee retains the right to restore the Property to a condition consistent with the terms of this Easement and assess the cost of such restoration against the owner of the parcel in violation of this Easement and as a lien against the Property in violation of this Easement, provided however, that no such lien shall affect the rights of a subsequent bona fide purchaser for value, unless an accurate, legally sufficient, and enforceable memorandum of such lien was recorded among the land records prior to such purchase, and such lien shall be subordinate to any deed of trust recorded prior to the recordation of a memorandum of such lien.

4. *Failure to enforce or perform does not waive right to enforce.* The delay or failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve Grantors from thereby complying with any such term. The failure of the Grantors to perform any act required by this Easement shall not impair the validity of this Easement or limit its enforceability in any way.

5. *Costs of enforcement.* Any reasonable and ordinary costs incurred by the Grantee in enforcing the terms of this Easement against the Grantors, including, without limitation, costs of suit and reasonable attorneys' fees shall be borne by the Grantors, provided, however, if the Grantors prevail in any claim, litigation, or administrative order or ruling, the Grantee shall not be entitled to any of the costs or fees described herein.

6. *No right of enforcement by the public.* This Easement does not create, and shall not be construed to create, any right of the public to maintain a suit for any damages against the Grantors for any violation of this Easement.

D. Property Right; Extinguishment or Conversion.

(i). Extinguishment and exchange. The Parties intend that this conservation easement be perpetual and not extinguished, and agree that extinguishment of the conservation easement is not permitted under the Open Space Land Act (Virginia Code §§ 10.1-1700 et seq.), except in conformity with Virginia Code § 10.1 – 1704. The Parties further agree that the Properties shall not be converted or diverted, as the Open-Space Land Act employs those terms, from the uses permitted by the Deed of Easement until and unless twenty-five (25) years have elapsed between the recordation date of this Deed of Easement and the date of the Grantor's petition to the County Board of Supervisors for such conversion or diversion, which shall conform to all procedures and requirements set forth in the PDR Ordinance (County Code Chapter 16A) on the recordation date of this Deed of Easement. Furthermore, the Parties intend and agree that pursuant to any decision by the County Board of Supervisors to extinguish this Deed of Easement, the Grantor shall convey to the Grantee a Deed of Easement on a different but similar parcel approved by the Grantee, located in James City County and in accordance with the PDR Ordinance in place at the time of the recording of this Deed of Easement.

(ii). Property right. Grantors agree that Grantee's acquisition of the perpetual conservation easement, servitudes, conditions, limitations, and restrictions contained in this Deed of Easement gives rise to a property right, immediately vested in Grantee, with a monetary value. If a subsequent unexpected change in the conditions surrounding the Properties make impossible or impractical the continued use of the Properties for the conservation purposes specified herein, and the restrictions set forth in this Deed of Easement are extinguished, whether in whole or part, by a judicial proceeding, such extinguishment shall also satisfy the requirements of the Open-Space Land Act and Chapter 16A of the County Code. The Grantee, upon a sale, exchange or involuntary conversion due to an extinguishment, shall be entitled to a portion of any monetary proceeds derived therefrom, which shall be determined by a court of competent jurisdiction. The Grantee shall not receive any portion of the proceeds attributable to improvements, timber, or crops.

All proceeds to which Grantee is thereafter entitled to retain from such sale, exchange or involuntary conversion shall be used by the Grantee in a manner consistent with the original conservation purposes of this Deed of Easement and the Open-Space Land Act.

E. Notice of proposed transfer or sale. The Grantors shall notify the Grantee in writing (i) before exercising any reserved right that Grantors believe may have an adverse effect on the conservation or open-space values or interests associated with the Property, and (ii) prior to or at

the time of closing on any transfer, sale, gift or conveyance of any interest in the Property other than a deed of trust or mortgage. In any deed or other legal instrument conveying any interest in the Property, this Easement shall be referenced by deed book and page number in the deed of conveyance and shall state that this Easement is binding upon all successors in interest in the Property in perpetuity. This Easement will be binding on the Grantors and Grantee (and their successors in interest) even if the Grantors fail to notify any successor in interest or to insert the Deed Book and Page Number reference for this Deed of Gift of Easement in any subsequent deed or other legal instrument.

F. Assignment by Grantee. Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations.

G. Relation to applicable laws. This Easement shall not be construed to violate any applicable federal, state, or local law. In the event of a conflict between any applicable law and this Easement, the more restrictive provision shall apply. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation.

H. No Quid Pro Quo. This Easement is not given in respect to any law or code requiring density or residential development standards and, further, is not given by the Grantors expecting any quid pro quo, from the County or otherwise. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. 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. 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 Grantors in consideration of the grant of the Easement.

I. Severability. If any provision of this Easement is determined to be invalid by a court of competent jurisdiction, the remainder of this Easement shall not be affected thereby. The Grantors shall remunerate Grantee for the proportionate loss of value in the Easement as determined by the Board of Supervisors due to any invalidated provision.

J. Recordation. Upon execution by the parties, this Easement shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of James City County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement. The Grantee shall provide the Grantors with one (1) certified copy of the Deed of Easement.

K. Authority to convey easement. The Grantors covenant that they will be vested with good title to the Property and may convey this Easement at the time of closing.

L. Authority to accept easement. The Grantee is authorized to accept this Easement pursuant to the Virginia Code, 1950, as amended, Section 10.1-1701.

M. Proceeds from eminent domain. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or part, Grantors and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount received. Grantee's share of the balance of the amount recovered shall be determined by multiplying the proceeds by a fraction, the numerator of which shall be the value of the Easement as determined in Section 10(D) and the denominator of which shall be the value of the Property. Grantee shall have the right to appear as a party in any eminent domain proceeding concerning the Property.

N. Construction. This Easement shall be construed to promote the purposes of this Easement and the PDR Program. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purposes of the 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. Notwithstanding the foregoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantors, with the cooperation of the Grantee, intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §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.

O. Liability and Indemnification. Grantors agree that Grantee has no obligations, express or implied, relating to the maintenance or operation of the Property. Grantors agree to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, damage, or any claim relating to the Property. Grantors warrant that they have no actual knowledge of a prior release or threatened release of hazardous substances or wastes on the Property and agrees to hold harmless, indemnify, and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or out of the existence, actual or alleged, of any and all environmentally hazardous or toxic substances or materials on or under the Property.

P. Taxes and Assessments. Grantors shall be responsible for paying all taxes, levies, assessments and other governmental charges which may become a lien on the Property.

Q. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia. The venue for any cause of action

brought under this Easement shall be the Circuit Court for the City of Williamsburg and the County of James City, Virginia. In the event of a conflict between the activities permitted by this Easement and those permitted by the Code of James City County, Virginia, the more restrictive shall prevail.

R. 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 this Easement, all of which are merged herein.

S. Amendments. This Easement may be amended to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall affect this Easement's perpetual duration or reduce the Property's conservation values, and only with the written consent of the Grantee and Grantors. No amendment shall be effective unless documented in a notarized writing executed by the Grantee and Grantor (or its successor) and recorded among the land records of James City County, Virginia. Any amendment shall be consistent with the Open-Space Land Act and Chapter 16A of the County Code, and Grantee shall determine whether to execute any amendment in its sole discretion. Any such amendment shall also be consistent with the overall purposes and intent of this Easement. Further, such amendment shall not be of a kind or nature that would disqualify any income tax benefits that have or may have been applicable to the Grantors.

T. Merger. Grantors 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.

U. Counterparts. This Easement may be executed in counterparts by the parties. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single instrument.

V. Additional Rights Retained by Grantor. The Grantors retain any and all rights related to the Property not expressly conveyed to Grantee herein, including:

(i) The Grantors retain the right to undertake or continue any activity or use of the Property not expressly prohibited by this Easement. Prior to making any change in use of the Property, Grantors shall notify Grantee in writing to allow Grantee a reasonable opportunity to determine whether such change would violate the terms of this Easement.

(ii) The Grantors retain the right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Easement.

(iii) No provisions of this Easement shall be construed as impairing the ability of the Grantors to use the Property as collateral for prior or subsequent borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing would be subordinate to this Easement.

W. Baseline Documentation. Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation, describes the condition, use, character and state of improvement of the Property at the time of the gift of this Easement. The Baseline Documentation may be used to determine compliance with and enforcement of the terms of this Easement, including specifically to establish that a change in the condition, use, character or state of improvement of the Property has occurred; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantors have made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition, use and character of the Property at the time of such gift. Such documentation is designed to protect the Conservation Values associated with the Property and protected in perpetuity by this Easement. The parties hereby acknowledge that the Baseline Documentation contained in the files of Grantee is an accurate representation of the Property as of the date of this Easement. The documents contained within the Baseline Documentation shall be fully incorporated into this Easement as though attached hereto and made a part hereof, and such documents shall be archived at the Grantee's office.

WITNESS the following signatures and seals:

GRANTOR:

MG FARM PARTNERS, L.L.C.

By [Signature]
Manager

State On Colorado As
COMMONWEALTH OF VIRGINIA
City/County of James City, to-wit:
FORT COLLINS, Larimer County

The foregoing Amended Deed of Conservation and Open-Space Easement was signed, sworn to and acknowledged before me this 11th day of May, 2021, by E. Richard Meadows, Jr., Manager of MG Farm Partners, L.L.C., Grantor.

DUSTIN EDWARD MARTIN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174008184
MY COMMISSION EXPIRES FEB 22, 2025
[SEAL]

WITNESS my signature and notarial seal.

[Signature]
Notary Public

My Commission Expires: 2/22/2025

My Notary Commission Number: 20174008184

GRANTEE:

THE COUNTY OF JAMES CITY, VIRGINIA

By: [Signature]
Its: County Administrator

COMMONWEALTH OF VIRGINIA
City/County of James City, to-wit:

The foregoing Amended Deed of Conservation and Open-Space Easement was signed, sworn to and acknowledged before me this 21st day of June, 2021, by Scott A. Stevens on behalf of the County of James City, Virginia, Grantee.

WITNESS my signature and notarial seal.

[Signature]
Notary Public

[SEAL]

My Commission Expires: February 28, 2023

My Notary Commission Number: 7651910

APPROVED AS TO FORM:

[Signature]
Adam R. Kinsman
County Attorney



EXHIBIT A

2822 Forge Road
Williamsburg, Virginia 23188

All those lots or parcels of land situate in James City County, Virginia, shown and designated as NEW PARCEL 1, NEW PARCEL 2 and NEW PARCEL 3 on a certain plat entitled "PLAT OF SUBDIVISION AND BOUNDARY LINE ADJUSTMENT TAX PARCEL ID #1230100018 CONTAINING 124.167 ACRES ± ON FORGE ROAD OWNED BY: MG FARM PARTNERS, L.L.C., STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated November 05, 2019 and last revised on March 08, 2021 and made by AES Consulting Engineers of Williamsburg, Virginia, a copy of which is recorded simultaneously herewith in the Clerk's Office of the Circuit Court for the County of James City as Instrument No.

210012973

Being a portion of the same property as that conveyed to MG Farm Partners, L.L.C., a Virginia Limited Liability Company by deed of contribution dated March 24, 2016 from Eugene Richard Meadows, Jr. and Susan H. Meadows, husband and wife, Willis Clinton Meadows, Kirt Alan Meadows and Frances J. Meadows, husband and wife, and Jeanette M. Cooper and Stephen M. Cooper, her husband, filed for record in the aforesaid Clerk's Office in Instrument No. 160006738 and corrected by Instrument No. 210011433.

PLAT ATTACHED

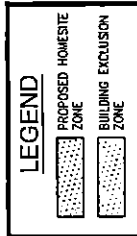
INSTRUMENT 210012975
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
JUNE 25, 2021 AT 02:23 PM
MONA A. FOLEY, CLERK
RECORDED BY: EEO

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S72°03'04"E	148.74	L34	S73°26'04"E	239.73
L2	S62°47'11"W	404.07	L35	S71°00'1"E	354.80
L3	N10°59'02"W	184.21	L36	S18°32'41"W	291.05
L4	N15°17'45"W	236.58	L37	S13°07'07"W	343.08
L5	N2°34'31"W	297.30	L38	N82°10'22"E	616.41
L6	N2°15'71"W	198.93	L39	S82°10'22"W	152.28
L7	N8°09'48"W	158.72	L40	N7°38'55"W	550.45
L8	N10°13'37"W	201.75	L41	N22°05'31"W	309.87
L9	N7°37'49"W	276.87	L42	N43°29'10"W	329.78
L10	N2°35'28"W	332.79	L43	N67°41'47"W	165.96
L11	N6°59'10"W	119.01	L44	N64°30'17"W	606.02
L12	N87°29'27"W	188.98	L45	N41°22'20"W	273.99
L13	N81°59'42"W	241.31	L46	N26°04'30"W	305.14
L14	N2°35'35"W	97.02	L47	N72°26'04"E	47.54
L15	N7°26'11"W	268.68	L48	N72°26'04"E	101.21
L16	N30°45'31"W	311.13	L49	S70°26'23"E	25.15
L17	S84°32'08"E	100.90			

CURVE #	DELTA	RADIUS	TANGENT	CHORD	CHORD BEARING
C1	144°32'0"	3024.91'	777.26'	775.12'	N72°29'32"E
C2	173°33'3"	3024.91'	923.03'	487.18'	S88°43'07"E
C3	159°08'	2999.91'	103.96'	51.99'	S76°56'46"E
C4	170°09'0"	3024.91'	640.30'	321.96'	S69°52'41"E
C5	211°14'	793.94'	293.71'	148.55'	N01°12'17"W
C6	146°57'	793.94'	25.15'	12.39'	N89°06'19"E
C7	192°48'	793.94'	268.55'	135.57'	N87°14'8"W
C8	65°144'	793.94'	95.08'	47.60'	S84°45'9"W

PROPERTY OWNERS INFORMATION

- (A) FREDERICK WILLS BOETT, TRUSTEE
2886 FORGE ROAD
T.M. 1230100019
INST. #10022510
ZONED: A1-GENERAL AGRICULTURAL
- (B) JEFFREY D. AND ANN N. BEATTY
2820 FORGE ROAD
T.M. 1230300001
D.B. 700, P.G. 679
ZONED: A1-GENERAL AGRICULTURAL
- (C) MARK W. NEWMAN
1116 PACE ROAD
T.M. 1230300005
INST. #15021758
ZONED: A1-GENERAL AGRICULTURAL
- (D) IVY OAKS LLC
2718 IVY HILL ROAD
T.M. 1130100013
INST. #120025957
ZONED: A1-GENERAL AGRICULTURAL
- (E) BARBARA T. MCKOWN, ET ALS
1491 FORD ROAD
T.M. 1230100012
INST. #09002510
ZONED: A1-GENERAL AGRICULTURAL
- (F) FRED A. NICE
3002 FORGE ROAD
T.M. 1230300005
INST. #05009887
ZONED: A1-GENERAL AGRICULTURAL
- (G) EDDIE B. AND ELIZABETH C. BARKER
2828 FORGE ROAD
T.M. 1230100017A
INST. #120016002
ZONED: A1-GENERAL AGRICULTURAL
- (H) WILLIS C. MEADOWS
2824 FORGE ROAD
T.M. 1230100017A
INST. #10001720
ZONED: A1-GENERAL AGRICULTURAL



REF. JCC CASE NO. S-19-0112

MEADOWS PROPERTY HOMESITE EXHIBIT
TAX PARCEL ID #1230100018
CONTAINING 124.167 ACRES±
ON FORGE ROAD
OWNED BY: MG FARM PARTNERS, L.L.C.
STONERHOUSE DISTRICT JAMES CITY COUNTY VIRGINIA

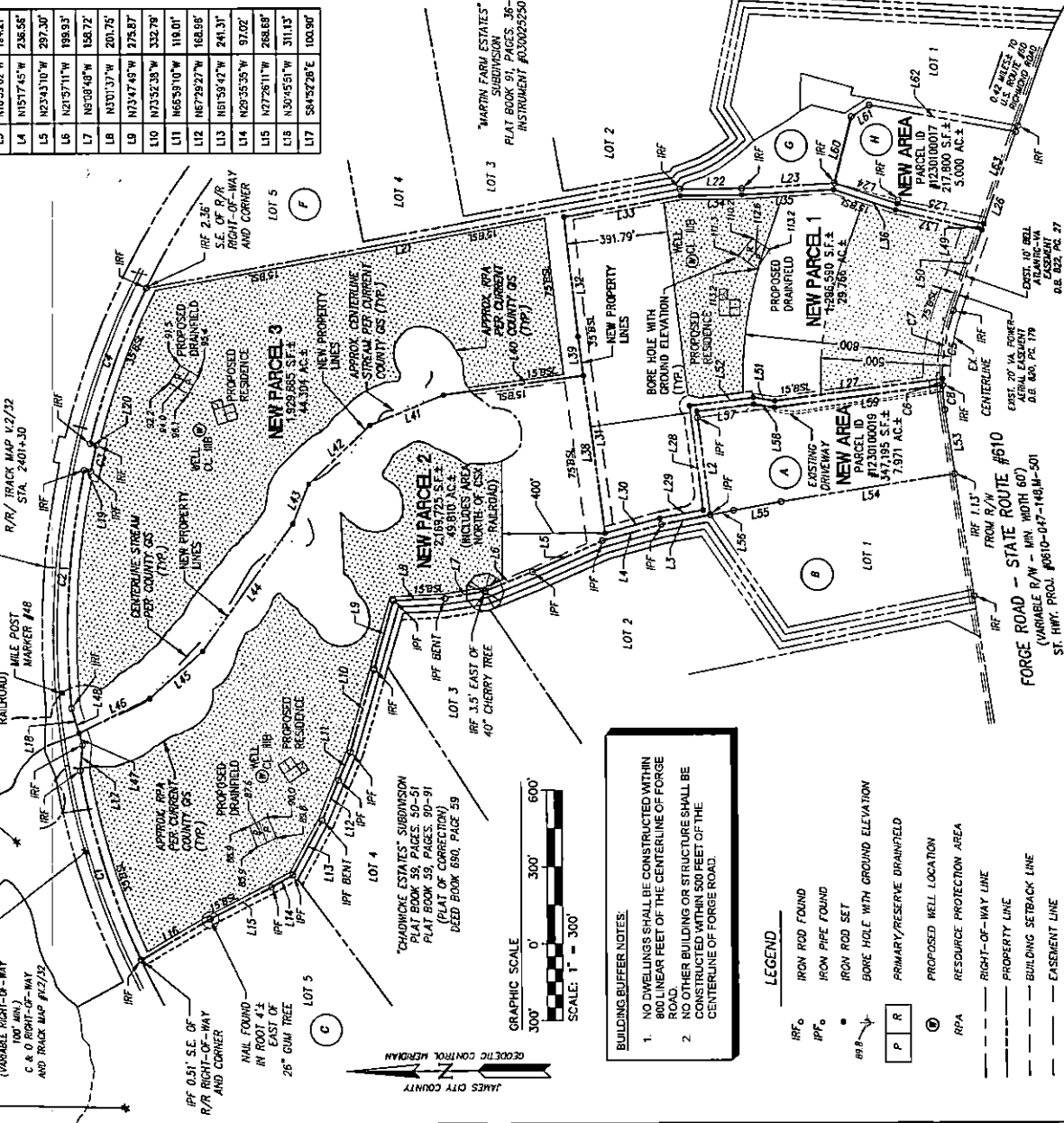
NOTE: PALEROAD RIGHT-OF-WAY IS BASED ON A BEST FIT LOCATION ALONG THE EXISTING TRACKS. EXISTING R/W FENCE, MILE POST MARKER #48. EXISTING CULVERT LOCATIONS AS SHOWN AND R/R TRACK MAP V2/232.

APPROXIMATE LOCATION OF PRIVATE CROSSING RAILROAD CROSSING STA. 2401+30

NEW PARCEL 2 2,169,725 S.F. ± 49.810 AC. ± (INCLUDES AREA SOUTH OF CSK RAILROAD)

NEW PARCEL 3 1,929,895 S.F. ± 44.304 AC. ±

NEW PARCEL 4 2,169,725 S.F. ± 49.810 AC. ± (INCLUDES AREA NORTH OF CSK RAILROAD)



- BUILDING BUFFER NOTES:**
- NO DWELLINGS SHALL BE CONSTRUCTED WITHIN 80 LINEAR FEET OF THE CENTERLINE OF FORGE ROAD.
 - NO OTHER BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN 500 FEET OF THE CENTERLINE OF FORGE ROAD.

- LEGEND**
- IRF₀ IRON ROD FOUND
 - IRP₀ IRON PIPE FOUND
 - IRB₀ IRON ROD SET
 - BHE BORE HOLE WITH GROUND ELEVATION
 - PPA PRIMARY/RESERVE DRAINFIELD
 - PMW PROPOSED WELL LOCATION
 - RPA RESOURCE PROTECTION AREA
 - ROW RIGHT-OF-WAY LINE
 - PL PROPERTY LINE
 - BSL BUILDING SETBACK LINE
 - EAS EASEMENT LINE

AIDS
CONSULTING ENGINEERS
Hampden Roads | Centerville, VA | Middle Peninsula

5245 Oak Towne Road, Suite 1
Williamsburg, Virginia 23188
Phone: (757) 255-0844
Fax: (757) 255-0864
www.aidsva.com

REV	DATE	DESCRIPTION

PARCEL TWO

PARCEL THREE

FENCE LINE

OPTIONAL 150' x 250' RIDING RING - EXACT LOCATION TO BE DETERMINED

OPTIONAL PRIVACY FENCE - EXACT LOCATION TO BE DETERMINED WITH SCREEN PLANTING

OPTIONAL PASTURE FENCE TO DIVIDE HOUSE FROM PASTURE EXACT LOCATION TO BE DETERMINED

4,500 SF BARN TYPICAL EXACT LOCATION TO BE DETERMINED

PARCEL ONE

APPROX 2.0 AC OF RESIDENTIAL AREA

PASTURE SHADE TREES 120'-0"

FENCE LINE

30' FRONT YARD RESIDENTIAL LANDSCAPING

72' x 12' HORSE RUN-IN

FENCE LINE

PASTURE SHADE TREES

DECIDUOUS TREES

HOUSE CAN BE LOCATED BACK FROM THE 800' SETBACK PER CONSERVATION EASEMENT EXHIBIT B

PASTURE SHADE TREES OR EVERGREENS

500' SETBACK

72' x 12' HORSE RUN-IN

PASTURE SHADE TREES

FORGE ROAD

THE MEADOWS
Exhibit "C"

1"=200'-0"
03-08-21

HESS DESIGN & PLANNING, PLLC