

Memorandum

To: Albemarle County ACE Committee

From: Brian Fuller, Assistant Director of Stewardship, Virginia Outdoors Foundation

Date: 03/06/2018

Re: Central Virginia Electric Cooperative (CVEC) Request for Additional ROW and Increased Tower Height on VOF/ACE Open Space Easement ALB-02717 (Dowell Property)

Project Summary

For the last several months, VOF has been working with CVEC on this electric transmission line rebuild and upgrade project. CVEC is in the process of upgrading this final portion of their transmission network from the Cash's Corner Substation to the Zion's Substation from 46kV to 115kV. This project is intended to provide reliability and redundancy to the growing areas around Zion's Crossroads and is below the jurisdictional threshold for review and approval by the State Corporation Commission (SCC).

On the easement property, there is an existing 100' wide Right-of-Way (ROW) for the transmission line. Within that ROW, there are currently 7 wooden ~55' tall poles that are proposed to be upgraded to 8 weathering steel ~70' tall monopoles. This will require an amendment to the 55' height limitation in the current ROW dating back to 1963. In addition, CVEC is requesting an additional 0.106 acres of easement to encompass a slight realignment of the aerial wires leading into the Cash's Corner substation, which is located adjacent to the VOF easement property. No land disturbance is required and the land will continue to be used as livestock pasture. The increased height and the additional ROW are necessary to facilitate industry safety and engineering standards for the separation of lines at higher voltages.

Other than the slight additional request of ROW adjacent to the substation, the project will be contained within the existing ROW. CVEC has assured that no new structures will be placed within the new ROW with the submission of detailed engineering drawings. This is consistent with VOF conditions of approval for similar utility and infrastructure projects.

VOF and ACE Staff met onsite with CVEC and the landowner to discuss the improvement project on February 8, 2018. CVEC project managers and engineers explained the necessity of the project and the details regarding project construction. Given the location of the line along the property boundary and an existing hedgerow, and the proposed use of weathering steel (brown) monopoles, VOF Staff has determined that CVEC has made the best effort to minimize the visual impact of the project. The additional ROW will also not have a negative affect on the conservation values protected on the open-space easement property.

VOF Recommendations

VOF Staff is recommending approval of the Utility Application to amend the height limitation on the existing ROW and to expand the ROW by 0.106 as shown on the Plat provided by CVEC.

VOF is recommending the following conditions of approval:

1. Submission of a Deed of Amendment for the ROW to increase the height limitation from 55' to 75' and to add the required 0.106 acres for review and approval by VOF and ACE Counsel.
2. No above-ground structures or uses other than aerial electric transmission lines shall be permitted within the expanded ROW.
3. Additional screening (landscape buffer of evergreen trees) shall be required around the fencing of the Cash's Corner Substation to better minimize the visual impacts of the substation from the open-space easement property.

VOF Staff shall write a conditional approval letter to CVEC for review and approval by VOF Senior Staff and ACE Counsel.

Attachments

Reference Material (RM)	
RM-1	CVEC Utility Application to VOF
RM-2	VOF Request for Review (RFR) Form
RM-3	Site Visit Photo Album
RM-4	Map of VOF Easement along CVEC Line
RM-5	VOF Response Letter to CVEC
RM-6	Site Visit Email Correspondence with CVEC
RM-7	Pole Location Email Correspondence with CVEC
RM-8	CVEC Line Layout Details
RM-9	Deed of Open-Space Easement on Dowell Property
RM-10	Deed of Right-of-Way to CVEC (Original)
RM-11	VOF Co-Hold Agreement with Albemarle County

RM-1

**CVEC UTILITY APPLICATION
TO VOF**



COVER PAGE FOR VOF STEWARDSHIP FEE PROCESSING

APPLICANT The applicant may be a property owner, the owner's representative or the organization that intends to undertake the activity. VOF will direct its communication to the person, address, phone and email listed here. If multiple contact persons are essential, attach a page with names/info.					
Applicant Name		Joseph A. Key			
Applicant's Title and/or Business Name		Central Virginia Electric Cooperative			
Mailing Address		P.O. Box 247			
City	Lovingsston	State	VA	Zip	22949
Phone Number (with area code)	Home				
	Office	434-263-7630			
	Mobile	434-906-0468			
Email	jkey@mycvec.com				

PROPERTY INFORMATION Describe where the property is located and its size.			
Property Address (or road, if no address)		2425 Strawberry Hill Farm Gordonsville, VA	
Locality (County/City)	Albemarle County	Acreage in the VOF easement	329.92

PROPERTY OWNER(S) • List all owners and part-owners. Include any parties who have an interest in the eased property (e.g. registered agent or trustee, banks/lenders, lien holders, and/or neighbors whose land is under the same deed of open-space easement, if applicable). • Include title or descriptor of owner as pertains to their ownership (e.g. trustee, LLC member, lien holder, managing partner, spouse) • A current means of contact, phone and/or email, is required.	
Name Michael A. Dowell	Title
Phone and/or Email 540-832-0448	
Name H. Edmunds Coleman III	Title
Phone and/or Email	
Name John Gordon Coleman, Jr.	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Continue list on an additional sheet of paper if necessary.	

AUTHORIZATION Read all of the following carefully before signing.	
A fee is due with this application to cover VOF review. See the instruction block on page one of each application form for the particular dollar amount and explanation of the cost recovery fee.	
Please make checks payable to "Virginia Outdoors Foundation" and mail with this signed application to: VOF Finance Office 900 South Main Street Blacksburg, VA 24060	
Applications will be reviewed promptly upon receipt. To avoid delays in processing, complete and sign this cover page AND an application form, one or more of the forms numbered 1-6 as listed at the bottom of this page and available online at: www.virginiaoutdoorsfoundation.org	
I hereby authorize Virginia Outdoors Foundation to begin review of the information or activities I have described herein. I certify that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete.	
Applicant Signature	Joseph A. Key
Date	20 April 2017

OPTIONAL AUTHORIZATION • Complete this section <u>only</u> if applicant is NOT the landowner. • This section is <u>not</u> required for Form 3 (Access/Utility Easement) or Form 5 (Present Condition Report).	
Certification of authorization to allow applicant to act on landowner's behalf: I, _____, hereby certify that I have (LANDOWNER NAME) authorized _____ to act on my behalf (APPLICANT NAME) and take all actions necessary to the processing, issuance, and acceptance of this cover page and any attached application form(s). As landowner, I acknowledge that I am ultimately responsible for adherence to any and all special conditions attached to approvals that are granted.	
Landowner Signature	Date
Applicant Signature	Date
This section is optional. Sign here only if applicant is not the landowner.	

VOF OFFICE USE ONLY			DATE RECEIVED
Form	1 <input type="checkbox"/> Boundary Line Adjustment 2 <input type="checkbox"/> Commercial Ecosystem Service Project 3 <input checked="" type="checkbox"/> Access/Utility Easement 4 <input type="checkbox"/> Easement Amendment 5 <input type="checkbox"/> Present Condition Report for Property Sale 6 <input type="checkbox"/> Oil and Gas Drilling Plan Review	VOF Control Number(s)	ALB-03717 check #071903, 48417 copy Brian
		Comments	
			Received MAY = 4 2017 FINANCE

FORM 3: ACCESS OR UTILITY EASEMENT APPLICATION

INSTRUCTIONS

GENERAL

This form is provided to facilitate a request for the Virginia Outdoors Foundation (VOF) to undertake administrative or legal work related to a right-of-way, access or utility easement through an open space easement. Upon completing review of the proposed project, VOF staff will (in most cases) prepare a letter to the applicant that states whether or not approval to go ahead with the project is granted. If there are conditions placed upon approval, such conditions will be defined in the letter.

Who should use this form: (1) private companies such as power, water, gas, telecommunications, railroad, etc., seeking to cross over/under an open space property or modify an existing crossing; or (2) a neighbor to an open space property who needs a new driveway, power line, etc. run across the open space land to his/her house or business.

Exemption from this form/fee: if the new right-of-way, access, or utility serves the open-space property, then this form and the associated cost recovery fee do not apply. Examples of this include a new power line connection for a barn on the open-space property or a new driveway (with designated right-of-way) that connects a house on the open-space property to a public road.

COST RECOVERY

A \$1,000 flat fee is due to VOF with this application. An additional fee may be charged if VOF's review work exceeds 30 hours, with staff time billed at hourly rates.

DESCRIPTION OF NEW OR MODIFIED RIGHT-OF-WAY, ACCESS OR UTILITY EASEMENT

Please describe the proposed project in detail.

A. Use this area to describe the project in general terms. What work is proposed? If multiple companies will be engaged throughout planning, right-of-way acquisition and construction, indicate the company names and roles.

CVEC provides electric service to 7,000 customers along the I-64 corridor between Richmond and Charlottesville, including the rapidly growing Zion Crossroads area. The 115 KV transmission line serving the area is radial with no backup supply. In the 1960s, the line was constructed from the Cash's Corner substation near Gordonsville to serve this same load at 46 KV. As load grew, a higher capacity 115 KV delivery point was obtained near Columbia, and most of the original 46 KV line has been converted to 115 KV. Five miles of the original line remain to be converted to create a dual-source feed from Cash's Corner and Columbia, which will increase reliability and provide capacity for future growth. The upgrade of the original line requires the replacement of poles and conductors to meet current construction codes. New facilities will be constructed within the original easement with the exception of 200 feet of line at the Cash's Corner station. Seven poles averaging 55' in height will be replaced with eight poles averaging 75'. PowerServices, Inc. of Raleigh, NC will provide engineering design services.

B. How much area of the open space easement property is impacted by the project? Please describe the project corridor in terms of both length and width (upon the open space property). Estimate area of any fee simple land acquisition or temporary construction easement.

The existing easement on the property is 1,900 feet in length and 100 feet in width. The easement runs parallel to the northern property boundary, beginning at Route 231 and ending at the Cash's Corner substation. An additional 0.106 acres of easement is proposed adjacent to the substation to accommodate a slight change in line route between the substation and the first pole. See Sheets 1 and 2 of the property plat showing existing and proposed easements.

C. Describe how the project will change the open space property. Provide details for any new roads, tracks, structures, pipes or lines. Will excavation, grading, bridges, culverts, gravel or paving be required?

Seven 55' wood poles will be removed and replaced with eight steel poles ranging 60' to 85' in height. Five of the eight new poles will be in the same location as the pole removed. The remaining three pole positions will shift slightly. Old pole holes not used will be backfilled. New holes will accommodate poles approximately 18" in diameter. Other than augered holes for new poles, land will not be disturbed. No excavation, grading, culverts, gravel, or paving is required. Land beneath the line will continue to be available for use as a pasture by the owner.

<p>D. Please describe how erosion control will be implemented during construction and how site restoration will be carried out upon completion of the project.</p> <p>If this information is shown in detail on written project plans, you may provide an abridged response here. Include the plans as an attachment to this application and refer to them here by page number.</p>	<p>Only three sites will require earth to be disturbed for Structures 1 and 1.1. See P&P Sheet 1 of 11. These holes will be augured approximately 30" in diameter. Structure 1 is a two-pole H-frame structure. All other structures are single pole. Structure 1 depth is 8' and Structure 1.1 depth is 9.5'. Excess soil removed from holes will be moved off site. Native soil will be compacted around the new pole to grade. Erosion control measures will not be required.</p>
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ADDITIONAL INFORMATION FOR UNDERGROUND UTILITY LINES OR PIPES Complete this section only if the project includes an underground line or pipe.	
<p>At what depth below the surface will the new line/pipe be placed? Explain if blasting is expected. Is there a weight limit for vehicles that can drive across the new buried line, and if so, are hardened crossings planned? Describe surface features such as markers, valves, etc.</p>	

COUNTY TAX PARCEL NUMBERS FOR OPEN SPACE PARCELS AFFECTED BY THE PROJECT		
Tax Map Parcel #	County/City acreage	Notes (if some explanation is needed)
05000-00-00-04500	329.92	
<i>Continue list on an additional sheet of paper if necessary.</i>		

CONTACT INFORMATION FOR PREPARER OF THE NEW AGREEMENT, RIGHT-OF-WAY OR EASEMENT DOCUMENT

Same as APPLICANT on cover page ☒ YES (then skip this section)

Name

Mailing address

City

State

Zip

Phone number (with area code)

Email

MAP SHOWING THE PROJECT

Attach a map clearly showing the location of the proposed project. The map shall show specific locations of any relevant and important features like: boundary of the open space property, location and width of any new right-of-way, access or utility easement, and the location of any new or modified surface structures.

If you have a plat or engineering drawing that shows the project, please include it, otherwise the map need not be a professionally drawn rendering or plat.

NEW AGREEMENT, RIGHT-OF-WAY OR EASEMENT

Attach the draft agreement if a draft is prepared, or else work with VOF staff by sending a copy at a later date. VOF will review the agreement and may require edits. In some cases VOF will need to sign the agreement as a third party.

THIS BOX – VOF OFFICE USE ONLY

Date Received

Comment



Overview and Necessity Statement for Cash's Corner to Zion Transmission Line

In 1966 Central Virginia Electric Cooperative (CVEC) completed a transmission line from the Cash's Corner Substation southwest of Gordonsville to the Zion Crossroads Substation near the intersection of Route 250 and Route 15. The line was installed to operate at 46,000 volts, a standard transmission voltage at that time. Since the original installation, load growth has required CVEC to upgrade both of these substations plus add substations at Henson's Store, Ferncliff and Shannon Hill along the Interstate 64 corridor.

In 1994, CVEC began a 20 year project to provide a loop feed for this increasingly important string of substations. The loop was started in Columbia and runs to Shannon Hill, then to Ferncliff, Henson's Store and Zion Substations. Each of those stations is now operating at 115,000 volts (115 kV), as does the Cash's Corner substation.

The last link in this two-way feed is the Cash's Corner to Zion transmission line being modified to operate at 115 kV.

Original Line Easements and Approvals

CVEC purchased easements for the right to construct electric transmission facilities from the landowners in Albemarle County and other counties in 1964 and 1965. An easement for one property in Albemarle County was granted by court order in a condemnation case using eminent domain. The easements are recorded in Albemarle County.

System Statistics and Electric Loading

The transmission loop feed, when completed from the Cash's Corner substation, will extend 35 miles through four counties. It will connect five substations and more than 6,500 accounts representing almost 19% of the members of Central Virginia Electric Cooperative. The peak load on the system will be more than 50 megawatts (MW).

Industry best practices provide loop connectivity for connected loads in excess of 50 MW.

Reliability Issues

In the past three years, the transmission feed along the Interstate 64 corridor has experienced several reliability failures. With a single source feed, transmission outages generally result in longer periods without service. The problems are more difficult to find due to the long length of the lines, and the problems take longer to repair due to the higher voltage and taller structures. CVEC members from Keswick to Gum Spring have experienced four outages affecting the entire line and totaling 20 hours without power. In addition, several other outages affecting part of the line have been longer duration due to the lack of a second feed into the area.

The line serves mostly residential areas in Albemarle, Fluvanna, Louisa and Goochland counties but there are a number of large accounts that are very sensitive to reliability concerns in these areas. The women's prison in Fluvanna, a Louisa County Elementary School, the dialysis center at Zion Crossroads, the Walmart Distribution Center which includes about twenty acres of refrigerated storage within its facility, plus numerous industrial and commercial accounts are connected to these lines. The cell towers and other communication facilities along the I-64 corridor are connected to the local lines served from this transmission system.

Reliability for all members from the Cash's Corner substation to Keswick in Albemarle County, along with all other CVEC members from Zion to Hadensville will benefit from more reliable electricity with this looped feed in place.

Impending Extended Outage

The CVEC 115 kV looped transmission line will connect to Dominion Power transmission lines at each end. The Dominion transmission facilities at the southern end of the loop are antiquated and designated for replacement as part of a large Dominion transmission upgrade project. When the line connecting the CVEC Columbia breaker station is being upgraded, there will be an extended outage while the four mile segment is being rebuilt. The timeline for that upgrade has already been pushed back from its 2016 date, but will have to be completed within the next several years.

If CVEC does not have an alternate feed, extraordinary measures will be required to allow service to be continued during the construction. A second, parallel and temporary 115 kV line would need to be constructed then removed increasing costs for all CVEC members.

Benefits to Albemarle County

Citizens of Albemarle will benefit in several ways from the modifications to the existing 46 kV transmission line. Most importantly, and as previously mentioned, reliability will be improved. In addition, the tax base for the annual CVEC equipment taxes will be increased, as will the land and improvements tax base.

A 10 MW solar project is in final planning stages and will be constructed next year along the Interstate 64 corridor. The new line will help support the move by CVEC to add the output of a significant renewable generating facility to its power supply portfolio, and will physically connect Albemarle members to the "green" power.



Joseph A. Key, PE
Manager
Engineering Services

V: 434.263.7630

M: 434.906.0468

jkey@mycvec.com

CENTRAL VIRGINIA ELECTRIC COOPERATIVE
POB 247, Lovington, VA 22949 | www.MycVEC.com

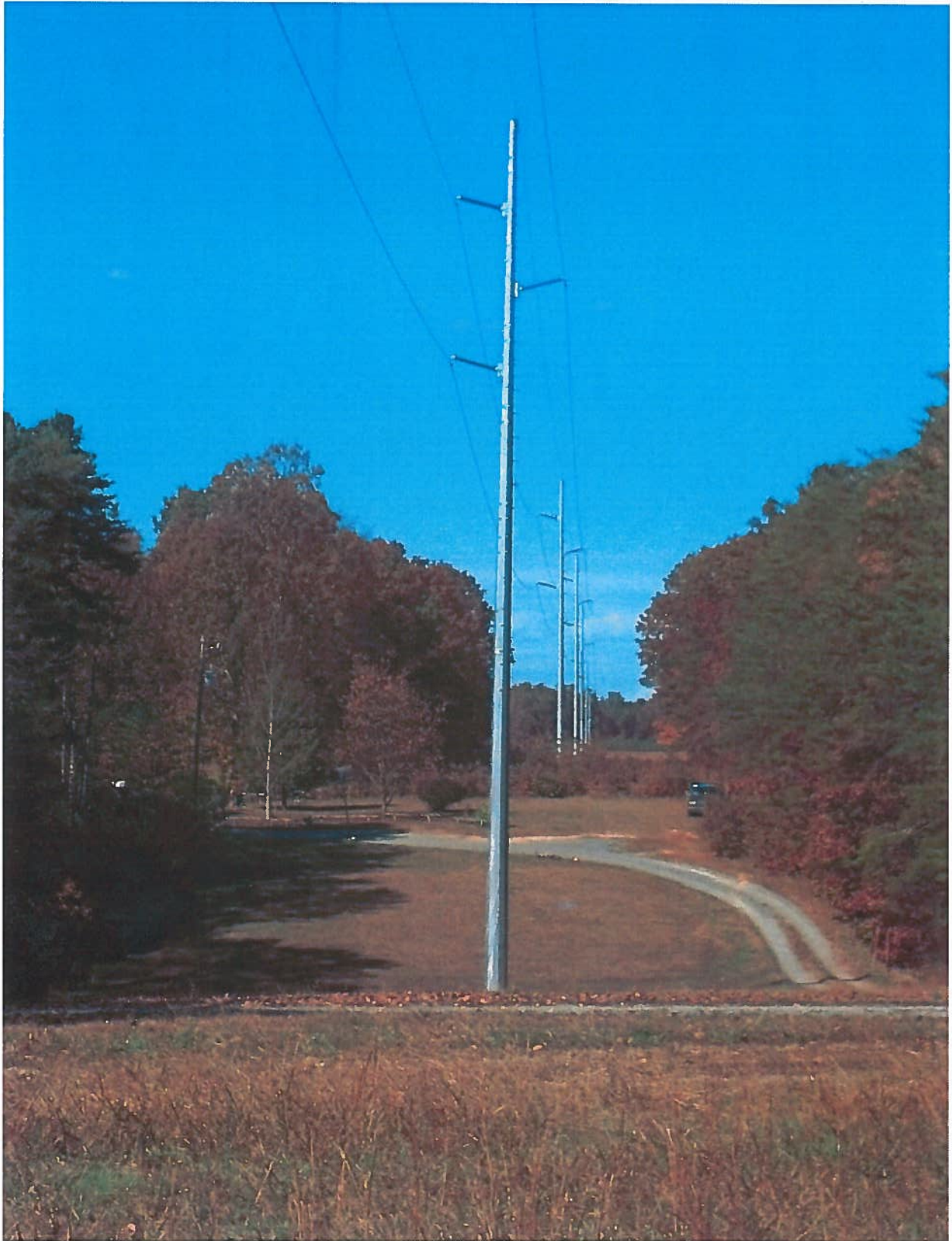


Cash's Corner Transmission Line Rebuild

Removal of Old 46 KV Line



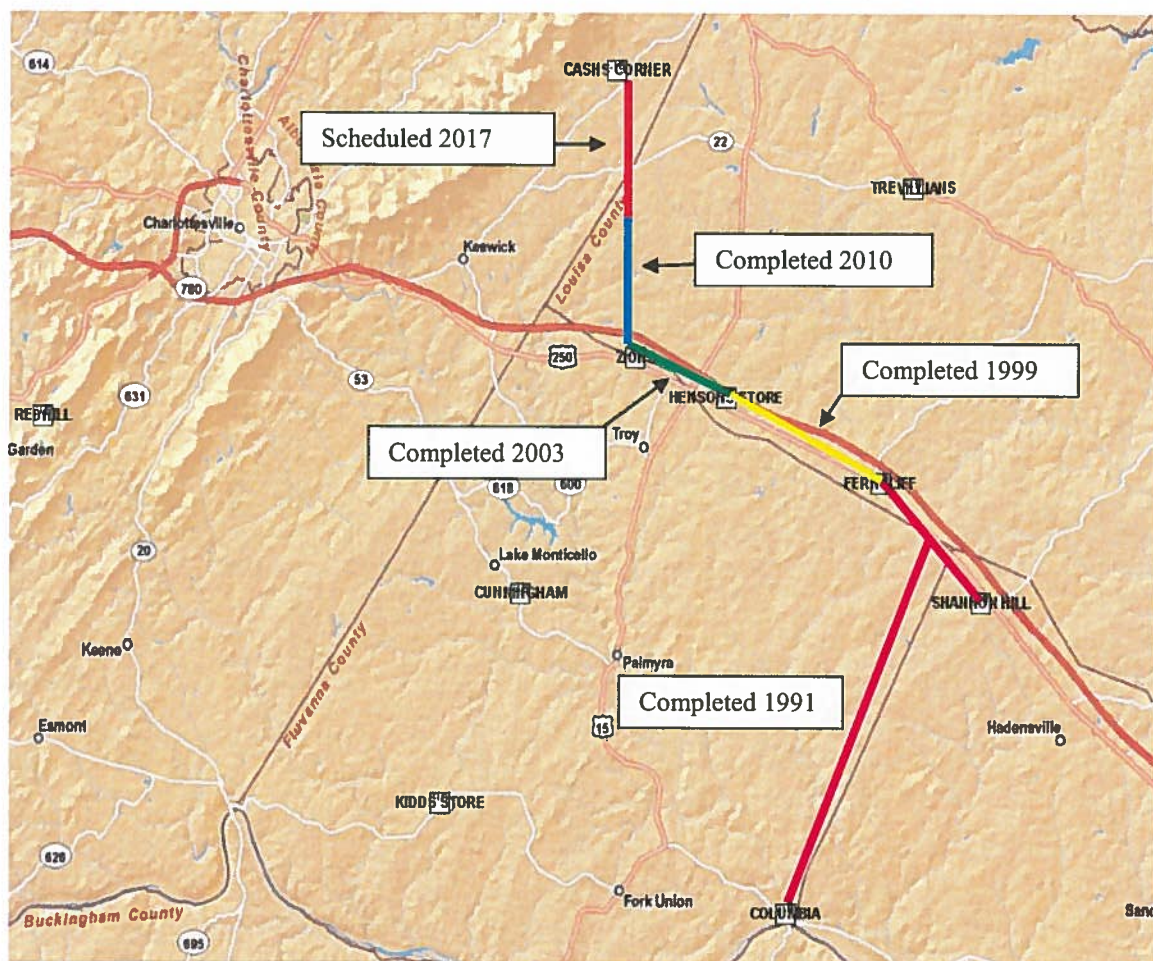
Completed 115 KV Line

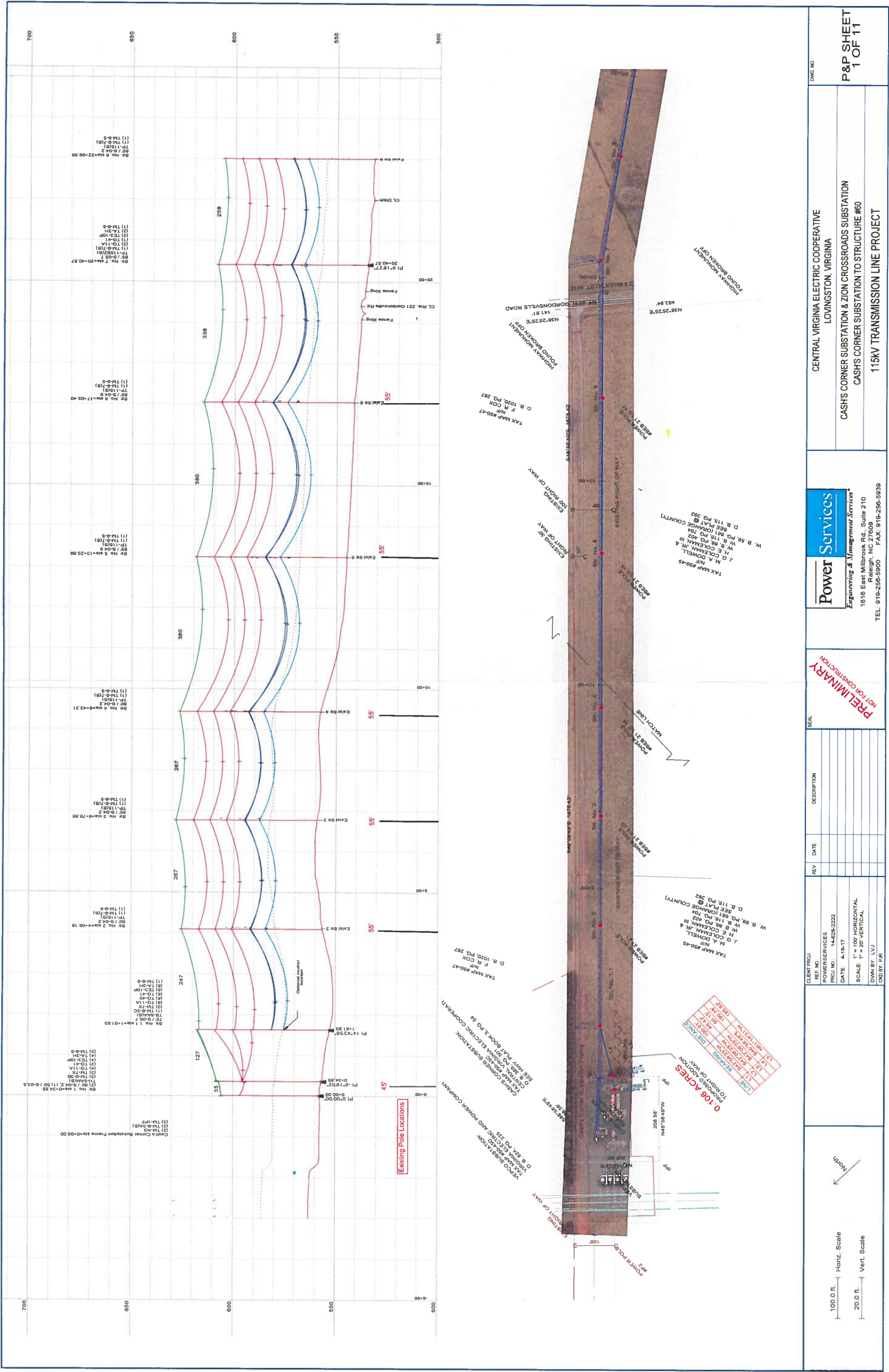




**CENTRAL
VIRGINIA
ELECTRIC
COOPERATIVE**

115 KV TRANSMISSION LINE PROJECT ZION'S CROSSROADS TO CASH'S CORNER





100.0 ft

20.0 ft

Horz. Scale

Verl. Scale

North

CLIENT PROJ. REF. NO. POWER SERVICES PROJ. NO. 14-628-2222 DATE: 4-15-17 SCALE: 1" = 100' HORIZONTAL 1" = 20' VERTICAL DWN BY: LVJ CHK BY: P.R.

REVISIONS

NO.	DATE	DESCRIPTION
1	4-15-17	ISSUED FOR CONSTRUCTION

Power Services

Engineering & Management Services

1616 East Willbrook Rd., Suite 210 Raleigh, NC 27609 TEL: 919-256-5900 FAX: 919-256-5938

CENTRAL VIRGINIA ELECTRIC COOPERATIVE LOVINGSTON, VIRGINIA

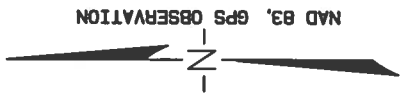
CASH'S CORNER SUBSTATION & ZION CROSSROADS SUBSTATION CASH'S CORNER SUBSTATION TO STRUCTURE #60

115KV TRANSMISSION LINE PROJECT

DWG NO.

P&P SHEET 1 OF 11

- LEGEND:
- IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - FENCE
 - OVERHEAD UTILITIES
 - UNDERGROUND ELECTRIC
 - EXISTING ROAD
 - POWER POLE
 - PEDESTAL
 - ELECTRIC BOX
 - VIRGINIA DEPARTMENT OF HIGHWAYS MONUMENT



EXISTING VEPKO SUBSTATION:
TAX MAP #50-450
VIRGINIA ELECTRIC AND POWER COMPANY
D. B. 824, PG. 235

EXISTING CASH'S CORNER SUBSTATION:
TAX MAP #50-450
CENTRAL VIRGINIA ELECTRIC COOPERATIVE
D. B. 389, PG. 501
SEE HWY. PLAT BOOK 3, PG. 53 & 54

EXISTING CASH'S CORNER SUBSTATION:
TAX MAP #50-47
D. B. 1020, PG. 267

CASH'S CORNER SUBSTATION
1.0 AC.

0.106 ACRES
PROPOSED ADDITION
TO RIGHT OF WAY

APPROVAL:

AGENT FOR ALBEMARLE COUNTY _____ DATE _____

THE ENGINEER AND/OR SURVEYOR TAKES NO RESPONSIBILITY FOR THE LOCATION OR ACCURACY OF THE UTILITIES SHOWN HEREON OR ANY UTILITIES WITHIN THE PROJECT THAT MAY NOT BE SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES TO SEE IF ANY UTILITIES EXIST WITHIN THE AREA OF THE PROJECT BEFORE ANY CONSTRUCTION BEGINS. ANY COST INCURRED BY DAMAGING ANY UTILITY WITHIN THE PROJECT SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

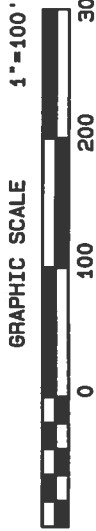
NOTES:

- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE, NECESSARILY, INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
- THIS DRAWING HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY MADE AS PER DATE OF THIS PLAT. MONUMENTATION AS INDICATED ON THIS DRAWING.
- THIS PLAT WAS PREPARED AT THE REQUEST OF JOSEPH KEY WITH CENTRAL VIRGINIA ELECTRIC COOP.
- THE PURPOSE OF THIS DRAWING IS TO SHOW THE EXISTING EASEMENTS, ETC. SERVING THE CASH'S CORNER SUBSTATION AND A SMALL ADDITION TO THE EASEMENT FOR REQUIRED UPGRADES TO THE LINES.
- THE OWNERS OF TAX MAP #50-45 ARE LISTED AS MICHAEL A. DOWELL, H. EDMUNDS COLEMAN, III AND JOHN GORDON COLEMAN, JR. THEIR ADDRESS IS P. O. BOX 487, KESWICK VA 22947-0487. THIS INFORMATION WAS OBTAINED FROM THE COMMISSIONER OF REVENUE OF ALBEMARLE COUNTY.
- THE 0.106 ACRES SHOWN TO BECOME AN ADDITION TO THE EXISTING RIGHT OF WAY DOES NOT FALL IN THE FLOOD OVERLAY DISTRICT.
- THE 0.106 ACRES DOES NOT LIE IN A WATER SUPPLY PROTECTION AREA. THE PROPERTY LIES IN THE MECHUNK CREEK WATERSHED.
- THE 0.106 ACRES IS A PORTION OF TAX MAP #50-45 AND IS ZONED RURAL AREA.

SAUNDERS' SURVEYS, INC.

329 CRABTREE FALLS HIGHWAY
ROSELAND, VIRGINIA 22967
434-277-8574

GRAPHIC SCALE

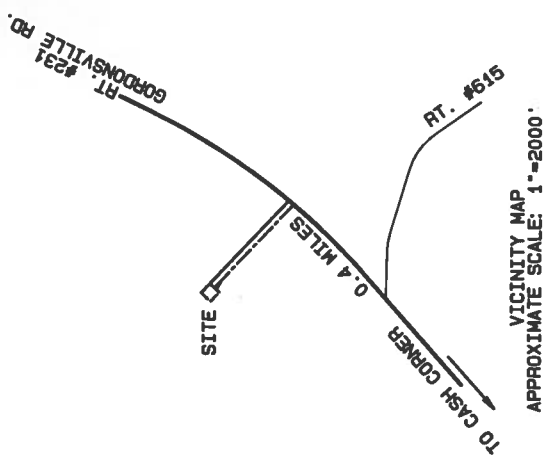


PLAT SHOWING EXISTING EASEMENTS
AND A NEW PROPOSED ADDITION TO THE EASEMENT
WITHIN THE PROPERTY OF

MICHAEL A. DOWELL,
JOHN G. COLEMAN, JR., III
& H. EDMUNDS COLEMAN, III
SERVING A SUBSTATION OF
CENTRAL VIRGINIA ELECTRIC COOPERATIVE
KNOWN AS
CASH'S CORNER

RIVANNA DISTRICT ALBEMARLE COUNTY, VIRGINIA
COMM. #215027 DATE: MAY 5, 2015 FILE #2676-C

215027.CRD 215027A.PRD
MC



METES AND BOUNDS AROUND
NEW PROPOSED ADDITION TO
RIGHT OF WAY AND TIES TO
EXTERIOR BOUNDARIES:

LINE	BEARING	DISTANCE
L1	S42°08'25"W	100.01'
L2	S42°08'25"W	48.42'
L3	S42°08'25"W	60.15'
L4	S46°58'49"E	190.28'
L5	N61°18'31"W	195.62'

EXISTING 30' RIGHT OF WAY
SEE D. B. 389, PG. 501 & D. B. 824, PG. 235

EXISTING 100' RIGHT OF WAY
SEE D. B. 389, PG. 501

POWER POLE
#BEB 21 21

POWER POLE
#BEB 21 1/2 20

POWER POLE
#BEB 21 1/2 19

SHEET 1 OF 2

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, 0.106 ACRES AS SHOWN ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

MICHAEL A. DOWELL _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

COUNTY/CITY OF: _____ A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____, MY COMMISSION EXPIRES: _____

NOTARY REGISTRATION NUMBER _____ NOTARY, _____

JOHN G. COLEMAN, JR. _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

COUNTY/CITY OF: _____ A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____, MY COMMISSION EXPIRES: _____

NOTARY REGISTRATION NUMBER _____ NOTARY, _____

H. EDMUNDS COLEMAN, III _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

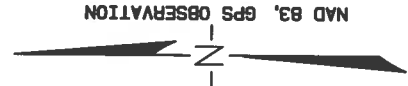
COUNTY/CITY OF: _____ A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____, MY COMMISSION EXPIRES: _____

NOTARY REGISTRATION NUMBER _____ NOTARY, _____

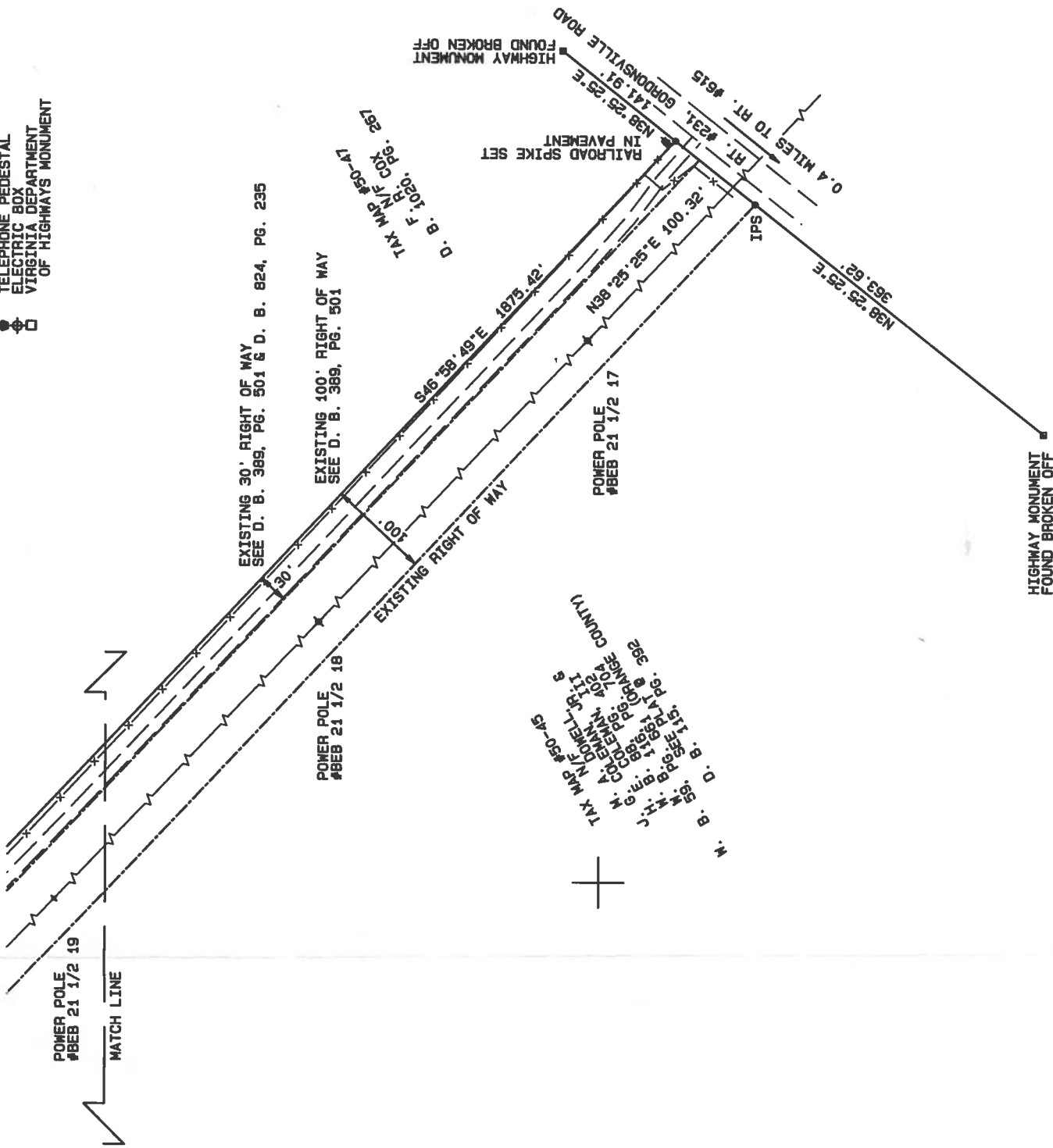
SAUNDERS' SURVEYS, INC.

329 CHATREE FALLS HIGHWAY
ROSELAND, VIRGINIA 22967
434-277-8574

GRAPHIC SCALE 1"=100'



- LEGEND:
- IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - FENCE
 - OVERHEAD UTILITIES
 - UNDERGROUND ELECTRIC
 - EXISTING ROAD
 - POWER POLE
 - TELEPHONE PEDESTAL
 - ELECTRIC BOX
 - VIRGINIA DEPARTMENT OF HIGHWAYS MONUMENT



SHEET 2 OF 2

PLAT SHOWING EXISTING EASEMENTS
AND A NEW PROPOSED ADDITION TO THE EASEMENT
WITHIN THE PROPERTY OF

MICHAEL A. DOWELL,
JOHN G. COLEMAN, JR., III
& H. EDMUNDS COLEMAN, III
SERVING A SUBSTATION OF
CENTRAL VIRGINIA ELECTRIC COOPERATIVE
KNOWN AS
CASH'S CORNER

RIVANNA DISTRICT ALBEMARLE COUNTY, VIRGINIA
COMM. #215027 DATE: MAY 5, 2015 FILE #2676-C

215027.CRD 215027A.PRO

RM-2

**VOF REQUEST FOR REVIEW
(RFR) FORM**

Request For Review (RFR)



Staff Name	Property ID	Control Number	Landowner/Representative Name <small>Note interest in property if requestor is not landowner/representative</small>	Date

PURPOSE OF REQUEST: *(To be completed by Stewardship Staff)*

Notice	Approval	Interpretation
<input type="checkbox"/> As required by deed <input type="checkbox"/> Other: _____	<input type="checkbox"/> As required by deed <input type="checkbox"/> Upon request (not required by deed) <input type="checkbox"/> Other: _____	<input type="checkbox"/> Unique situation <input type="checkbox"/> Not addressed within deed <input type="checkbox"/> Other: _____

SUMMARY OF REQUEST AND ANALYSIS: *(To be completed by Stewardship Staff)*

Description of request:

Attachments (Including all applicable memos, emails, maps, photos, etc.):

Relevant deed language and analysis:

STAFF RECOMMENDATION: *(The request was reviewed and the following was recommended by Staff)*

Staff Signature: _____ Date: _____

SUPERVISOR APPROVAL: *(Staff recommendation was reviewed by management and the following determined)*

- | | |
|--|---|
| <input type="checkbox"/> Approved As Submitted <i>(Include any comments below)</i> | <input type="checkbox"/> Approved With Changes <i>(Include any comments below)</i> |
| <input type="checkbox"/> Denied <i>(Include reasons below)</i> | <input type="checkbox"/> 1704 is required <i>(Include any comments below)</i> |
| <input type="checkbox"/> Additional Information Needed <i>(List/describe additional information needed)</i> | |

Manager's Signature: _____ Date: _____

RM-3

SITE VISIT PHOTO ALBUM



CVEC Easement Request Application in Albemarle County

RFR Site Visit Photographs

Unless otherwise noted, all pictures taken by Brian Fuller using an iPhone SE on November 29, 2017.

*Number of photographs is as taken in the field and may represent merged panoramic images; some photographs have been omitted because of poor quality or duplicate images.



View of Existing Powerline Crossing Route 231; McDowell Property on left.
20171129_VOF-02717_McDowell_UtilityApplication_001



View of Substation in distance across Property from Route 231.
20171129_VOF-02717_McDowell_UtilityApplication_002



View under existing powerline looking east across Route 231 from Property.
20171129_VOF-02717_McDowell_UtilityApplication_003



View into Property under existing powerline along access road and Property line.
20171129_VOF-02717_McDowell_UtilityApplication_004



View of substation on Property along access road (not in easement).
20171129_VOF-02717_McDowell_UtilityApplication_005



CVEC Substation in foreground; Dominion Gordonsville Substation in rear.
20171129_VOF-02717_McDowell_UtilityApplication_006



CVEC Substation at end of access road along Property line.
20171129_VOF-02717_McDowell_UtilityApplication_007



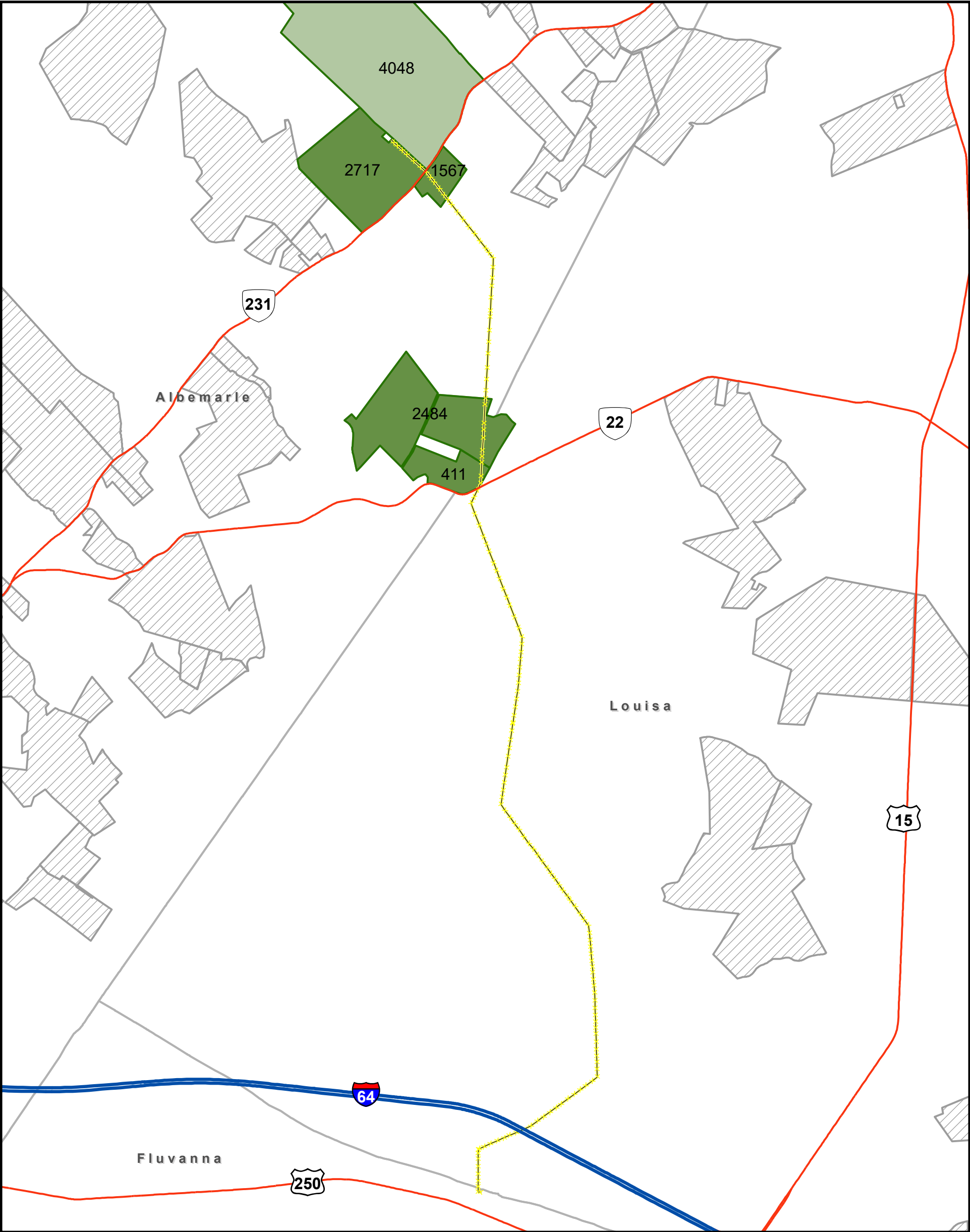
View of existing powerline toward Route 231.
20171129_VOF-02717_McDowell_UtilityApplication_008

RM-4

**MAP OF VOF EASEMENTS
ALONG CVEC LINE**

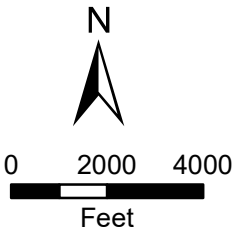
VOF Easements along Proposed CVEC

Cash's Corner to Zion's 115kV Transmission Line Upgrade



Easements Near Transmission Line

- Easement Crossed by Transmission Line
- Easement Near Transmission Line
- Other VOF Easement
- Transmission Line
- County Boundary



Projection: Lambert Conformal Conic
GCS North America 1983
Datum: D North America 1983

Map created 2/6/2018 by VOF-mHS
Source data provided by: Transmission Line - CVEC; County Boundaries - US Census/VOF; all else - VOF

This map is for general reference and display purposes only.

RM-5

**VOF RESPONSE LETTER
TO CVEC**



January 18, 2018

VIA EMAIL

Mr. Joseph A. Key
Central Virginia Electric Cooperative
Engineering Services
PO Box 247
Lovingston, VA 22949

RE: CVEC Cash's Corner to Zion's 115kV Transmission Line Upgrade and Rebuild

Dear Mr. Key:

The Virginia Outdoors Foundation (VOF) has reviewed a utility easement application concerning the above-referenced project. VOF, an agency of the Commonwealth, was established by the General Assembly in 1966 to promote the preservation of Virginia's natural and cultural resources by encouraging private philanthropy in fulfillment of state policy. As a result of Virginia's commitment to ensure a vibrant natural environment for today and future generations, VOF owns thousands of acres managed for public access and holds more than 4,000 easements across the Commonwealth, and these easements protect in perpetuity over 823,000 acres of open-space.

The Central Virginia Electric Cooperative (CVEC), represented by you, is proposing the rebuild and upgrade of the existing 46 kilovolt ("kV") electric transmission line running through VOF open-space easements in Albemarle and Louisa Counties. You are proposing to upgrade the line to 115kV service, mostly within its existing right-of-way (ROW), located between the Cash's Corner Substation and Zion's Substation.

According to your application, the project is the final leg of a 20-year project to upgrade the loop feed between 5 substations in 4 counties in a developing area along I-64 in Central Virginia. The existing line at 46kV, constructed in the mid-1960's, is no longer adequate to serve the current and projected electrical demand. The existing wooden poles, averaging 55' in height, would be removed and replaced with galvanized steel monopole structures, averaging 75' in height. The increase in height is necessary for industry engineering and safety standards.

The Cash's Corner Substation is located on an outparcel surrounded by and accessed through the Strawberry Hill farm along Route 231, owned by the Dowell and Coleman families (TMP 50-45). In 2008, the farm was placed under an open-space easement co-held by VOF and the Albemarle County ACE Program. The purpose of the easement is the preservation of the land

virginiaoutdoorsfoundation.org

for agricultural use and for the preservation of rural, scenic, and historic open-space. While CVEC will be reconstructing the line mostly within its existing 100' wide ROW, you have requested an additional 0.106-acres of additional ROW adjacent to the Substation.

The existing ROW also has height and construction-type limitations requested by the landowner at the time of the ROW establishment in 1963. Page 2 of the ROW Deed states that “the supports and for the transmission and/or distribution line or system to be located on said easement shall be of single pole structure with a maximum height of 55 feet.” You have also requested an amendment of this deed to permit taller structures.

VOF, in coordination with the current landowner, has evaluated your requests. Due to the open nature of the livestock fields on the property under the existing transmission line, a small increase in ROW would not have an adverse effect on the protected conservation values of the property, and could be permitted. However, we are concerned about the additional height and the type of material proposed for the new structures, and the potential visual impacts they would have on the scenic viewshed and pastoral setting of this protected property. The new tower structures would range from 20-30' taller than the existing poles.

For several years, VOF has been a cooperative participant in the DEQ-coordinated utility review process under the jurisdiction of the SCC for large-scale projects. While we are respectful of the fact that this project falls below the threshold of SCC jurisdiction, CVEC is requesting changes and impacts to our open-space property that VOF must fully-evaluate. We are concerned about the potential visual impacts of this project. As such, VOF requests that full consideration be given to the importance of our open-space property and its extensive conservation values in the upgrading of this transmission corridor. Alternatives of less-visual impact should be fully-considered and modifications to materials and height in the design of the transmission line should be made to avoid or minimize any adverse impacts to this open-space property.

Furthermore, we believe that this specific line crosses several other open-space easement properties held by VOF. We are requesting that you provide us with the GIS shapefiles of your transmission lines so that we may verify and fully-evaluate the potential visual impacts of the upgrade of this line on any other open-space easements. VOF is also willing to provide CVEC with shapefiles of our open-space easements within your service area. This type of cooperative information sharing is beneficial to both parties for long-term planning and service purposes.

At this point, VOF believes an on-site meeting with CVEC, the landowner, VOF, and Albemarle County would also be beneficial to all parties to discuss the impacts of the current proposal and any alternatives that may be possible. Further discussing the rationale for the current proposal, and the impacts of the alternatives, would be advantageous in the final processing of this application. Albemarle County ACE would like to provide their input on the project at their next meeting on February 12, 2018.

Thank you for your patience in the processing of this application and we look forward to working with CVEC and Albemarle County ACE in the continued planning of this project. If you have any further questions, please feel free to contact me at (434) 906-0879 or via e-mail at bfuller@vofonline.org.

Sincerely,



Brian G. Fuller
Assistant Director of Stewardship

CC: Martha Little, Director of Stewardship, VOF (via email)
Mike Hallock-Solomon, GIS/IT Specialist, VOF (via email)
Andy Herrick, Albemarle County Assistant County Attorney (via email)
Ches Goodall, Albemarle County ACE Program Coordinator (via email)
Philip Payne, Attorney for CVEC (via email)

RM-6

**SITE VISIT EMAIL
CORRESPONDENCE**

Brian Fuller

From: Joseph Key <jkey@MyCVEC.com>
Sent: Tuesday, February 06, 2018 8:17 AM
To: Brian Fuller
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)
Attachments: CVEC Transmission Zions to Cash's Corner.zip

Mr. Fuller,

Please find attached the GIS shapefiles for CVEC's transmission line route beginning at the Zion substation on Route 250 and ending at the Cash's Corner substation off of Route 231. The file includes pole locations and pole attributes.

I reviewed the line route through Albemarle county and it looks like there are a total of three parcels with a conservation easement that the line crosses. The one parcel we have been discussing is the only one with restrictive language in the easement regarding pole height. The other parcels have no restrictions and will not require any changes to the existing easements.

I look forward to meeting you on site this Thursday at 2:00 PM.

Joseph Key
Engineering Services Manager
Central Virginia Electric Cooperative
Office (434) 263-7630
Mobile (434) 906-0468

From: Brian Fuller [mailto:bfuller@vofonline.org]
Sent: Monday, January 22, 2018 2:26 PM
To: Joseph Key
Cc: Phillip Payne; Martha Little; Mike Hallock-Solomon; Ches Goodall; Andy Herrick; Dowell, Michael Allen (mad4n)
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Mr. Key,

Thanks for your response. We appreciate the GIS data, and please feel free to coordinate with Mike Hallock-Solomon directly on that. He's copied on this email, and his contact info is below:

Mike Hallock-Solomon, GIS/IT Specialist, 804-337-9780, mhallock-solomon@vofonline.org

I've spoken with Albemarle County, and it's not necessary to have the site visit before the February 12 meeting; however, I'd prefer it, because I think it will provide information for the meeting and I don't want to delay this any further. I'm tied up through February 2 with an assignment for our Board of Trustees. I'm available February 5, 6, 8, 9, and 12.

I've copied Mike Dowell (the landowner) on this email as well. I've spoken with him and he works full-time, but would like to request leave to meet with us. I'm confident that we can pull together something soon. Thanks again!

Brian Fuller

From: Ches Goodall <cgoodall@albemarle.org>
Sent: Wednesday, January 24, 2018 3:52 PM
To: Brian Fuller; Joseph Key
Cc: Dowell, Michael Allen (mad4n)
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Works for me too.

Ches

From: Brian Fuller [mailto:bfuller@vofonline.org]
Sent: Wednesday, January 24, 2018 9:52 AM
To: Joseph Key <jkey@MyCVEC.com>
Cc: Ches Goodall <cgoodall@albemarle.org>; Dowell, Michael Allen (mad4n) <mad4n@virginia.edu>
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Mr. Key,

That works for me. I've reduced our email list to only those who would need to attend. We'll see what Mr. Dowell's availability is. Thanks,

Brian G. Fuller
Assistant Director of Stewardship
Virginia Outdoors Foundation
(Cell) 434.906.0879

-----Original Message-----

From: Joseph Key [<mailto:jkey@MyCVEC.com>]
Sent: Wednesday, January 24, 2018 9:40 AM
To: Brian Fuller <bfuller@vofonline.org>
Cc: Phillip Payne <phillipdpayne@gmail.com>; Martha Little <mlittle@vofonline.org>; Mike Hallock-Solomon <mhallock-solomon@vofonline.org>; Ches Goodall <cgoodall@albemarle.org>; Andy Herrick <aherrick@albemarle.org>; Dowell, Michael Allen (mad4n) <mad4n@virginia.edu>
Subject: Re: Dowell/Coleman Easement (aka Cash's Corner)

Brian,

Could we meet on site at 2 PM on Feb. 8th?

Joseph Key

On Jan 22, 2018, at 2:26 PM, Brian Fuller <bfuller@vofonline.org<<mailto:bfuller@vofonline.org>>> wrote:

Mr. Key,

Thanks for your response. We appreciate the GIS data, and please feel free to coordinate with Mike Hallock-Solomon directly on that. He's copied on this email, and his contact info is below:

Mike Hallock-Solomon, GIS/IT Specialist, 804-337-9780, mhallock-solomon@vofonline.org<mailto:mhallock-solomon@vofonline.org>

I've spoken with Albemarle County, and it's not necessary to have the site visit before the February 12 meeting; however, I'd prefer it, because I think it will provide information for the meeting and I don't want to delay this any further. I'm tied up through February 2 with an assignment for our Board of Trustees. I'm available February 5, 6, 8, 9, and 12.

I've copied Mike Dowell (the landowner) on this email as well. I've spoken with him and he works full-time, but would like to request leave to meet with us. I'm confident that we can pull together something soon. Thanks again!

Brian G. Fuller
Assistant Director of Stewardship
Virginia Outdoors Foundation
(Cell) 434.906.0879

From: Joseph Key [mailto:jkey@MyCVEC.com]
Sent: Monday, January 22, 2018 11:27 AM
To: Brian Fuller <bfuller@vofonline.org<mailto:bfuller@vofonline.org>>
Cc: Phillip Payne <phillipdpayne@gmail.com<mailto:phillipdpayne@gmail.com>>; Martha Little <mlittle@vofonline.org<mailto:mlittle@vofonline.org>>; Mike Hallock-Solomon <mhallock-solomon@vofonline.org<mailto:mhallock-solomon@vofonline.org>>; Ches Goodall <cgoodall@albemarle.org<mailto:cgoodall@albemarle.org>>; Andy Herrick <aherrick@albemarle.org<mailto:aherrick@albemarle.org>>
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Mr. Fuller,

Thank you for your detailed response regarding CVEC's proposal to upgrade the transmission line across the Strawberry Hill farm. CVEC will be providing the requested GIS shapefiles for your review. You mentioned in your letter that we should have an on-site meeting between CVEC, the landowner, VOF, and Albemarle County to discuss the project and any available alternatives. Should this meeting occur before or after the Albemarle County ACE meeting on February 12, and can you propose some possible dates for the meeting?

Thank you.

Joseph A. Key, PE
Engineering Services Manager
Central Virginia Electric Cooperative
P.O. Box 247
Lovingston, VA 22949
Office: (434) 263-7630
Mobile: (434) 906-0468

From: Brian Fuller [mailto:bfuller@vofonline.org]
Sent: Thursday, January 18, 2018 1:24 PM
To: Joseph Key
Cc: Phillip Payne; Martha Little; Mike Hallock-Solomon; Ches Goodall; Andy Herrick
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Mr. Key,

Please see attached letter. I look forward to working with you further on this project. Thanks,

Brian G. Fuller
Assistant Director of Stewardship
Virginia Outdoors Foundation
(Cell) 434.906.0879

From: Joseph Key [mailto:jkey@MyCVEC.com]
Sent: Tuesday, January 16, 2018 2:38 PM
To: Brian Fuller <bfuller@vofonline.org<mailto:bfuller@vofonline.org>>
Cc: Phillip Payne <phillipdpayne@gmail.com<mailto:phillipdpayne@gmail.com>>
Subject: RE: Dowell/Coleman Easement (aka Cash's Corner)

Mr. Fuller,

Could you provide an update on the progress you've made on CVEC's application to modify the Dowell/Coleman easement?

Thank you.

Joseph A. Key, PE
Engineering Services Manager
Central Virginia Electric Cooperative
P.O. Box 247
Lovingston, VA 22949
Office: (434) 263-7630
Mobile: (434) 906-0468

RM-7

**POLE LOCATION EMAIL
CORRESPONDENCE**

Brian Fuller

From: Joseph Key <jkey@MyCVEC.com>
Sent: Monday, March 05, 2018 6:53 PM
To: Brian Fuller
Cc: Phillip Payne; mad4n@virginia.edu; Martha Little; cgoodall@albemarle.org
Subject: Fwd: Easement Exhibit at Cash's Corner
Attachments: cvec transmission REV-Layout1.pdf; ATT00001.htm

Mr. Fuller,

I just received the attached drawing of the Cash's Corner property from our engineering consultant. I believe this provides you with the information you requested. The drawing indicates structure heights and their locations only within the original easement or the substation property. If you need any additional information prior to your meeting next Monday, please let me know.

Thank you.

Joseph Key
Central Virginia Electric Cooperative

Begin forwarded message:

From: Edd Lovette <elovette@powerservices.com<mailto:elovette@powerservices.com>>
Date: March 5, 2018 at 5:34:48 PM EST
To: "Joseph Key (jkey@MyCVEC.com<mailto:jkey@MyCVEC.com>)" <jkey@MyCVEC.com<mailto:jkey@MyCVEC.com>>
Cc: Peter Rant <prant@powerservices.com<mailto:prant@powerservices.com>>, Andrew Emerson <aemerson@powerservices.com<mailto:aemerson@powerservices.com>>
Subject: Easement Exhibit at Cash's Corner

Joseph,

We have edited the drawing per your conversation with Peter this afternoon. Please review and let us know if this meets your needs.

Edd

Edd H. Lovette III, P.E., LEED-AP
Operations Manager
PowerServices, Inc.
919.208.9917<tel:919.208.9917> mobile
1616 E. Millbrook Road, Suite 210<x-apple-data-detectors://2/2> Raleigh, NC 27609<x-apple-data-detectors://2/2>
elovette@powerservices.com<mailto:elovette@powerservices.com>

Brian Fuller

From: Joseph Key <jkey@MyCVEC.com>
Sent: Tuesday, March 06, 2018 9:45 AM
To: Brian Fuller
Subject: Cash's Corner drawing

Mr. Fuller,

I wanted to check with you and see if you had any questions on the drawing I sent yesterday. There is a lot of information on the drawing. The notes above each pole indicate structure number and height. For example, 80' / S-04.2 indicates a pole with 80' total length, S indicates it is a steel pole, and 04.2 is a designation for pole strength. Keep in mind that each pole will have 10% of its total length, plus two feet, embedded in the ground. "10% + 2" is an industry standard for pole depth. The remaining information below the pole height is a set of work order designations for the various hardware assemblies on the pole. The important information in the block of data above each pole is height. I wanted to make sure you knew where to find that detail in the small print, which is hard to read on paper. You can zoom in on the computer screen and see it better.

If you would like for me to furnish paper documents in 11"x17" format, I can do that. Just let me know.

Str. No. 2 sta=4+09.19
80' / S-04.2
TP-115(S)
(1) TM-9-7(S)
(1) TM-9-5

Str. No. 3 sta=6+76.66
80' / S-04.2
TP-115(S)
(1) TM-9-7(S)
(1) TM-9-5

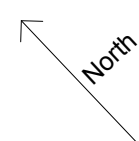
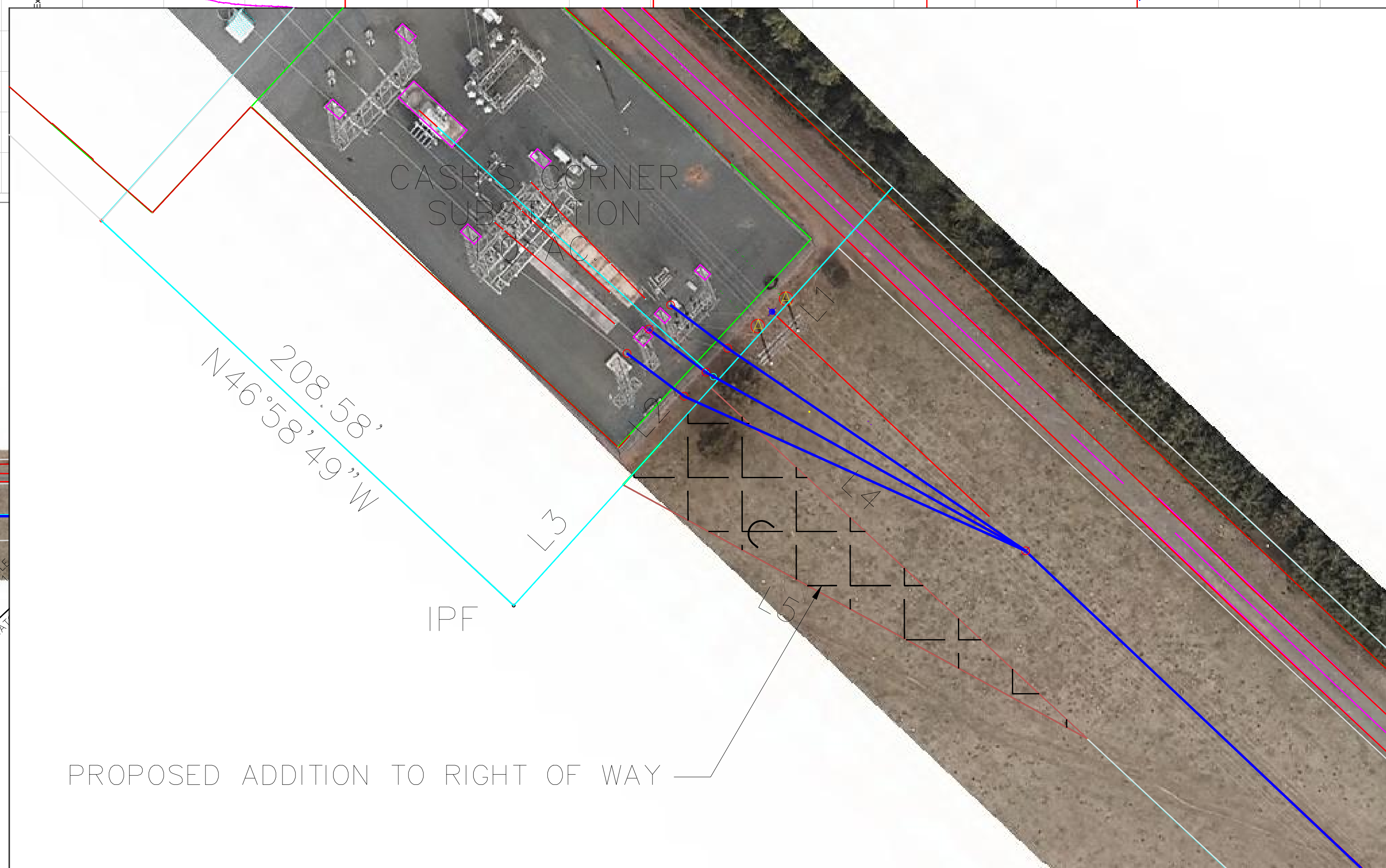


Thanks,

Joseph Key
Engineering Services Manager
Central Virginia Electric Cooperative
Office (434) 263-7630
Mobile (434) 906-0468

RM-8

CVEC LINE LAYOUT DETAILS



Power Services
Engineering & Management Services

115kV TRANSMISSION LINE PROJECT

P&P SHEET
1 OF 11

RM-9

**DEED OF OPEN-SPACE
EASEMENT ON DOWELL
PROPERTY**



LARRY W. DAVIS
COUNTY ATTORNEY

GREG KAMPTNER
DEPUTY COUNTY ATTORNEY

COUNTY OF ALBEMARLE
Office of County Attorney
401 McIntire Road, Suite 325
Charlottesville, Virginia 22902-4596
PHONE: (434) 972-4067
FAX: (434) 972-4068

ANDREW H. HERRICK
ANNIE KIM
SENIOR ASSISTANT
COUNTY ATTORNEYS

November 6, 2008

Ms. Kristin Ford
Virginia Outdoors Foundation
1010 Harris Street, Suite 2
Charlottesville VA 22903

Re: Strawberry Hill Deed

Dear Kristin:

As you requested, please find enclosed a copy of the deed for the Strawberry Hill Farm conservation easement, recorded October 29 in Albemarle Deed Book 3658, pages 8-30. I've also enclosed a copy of the relevant Schedules from the title insurance policy.

It has been a pleasure working with you. Let us know if you need anything else from us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew H. Herrick".

Andrew H. Herrick
Senior Assistant County Attorney

Albemarle County, VA
Debra M. Shipp Clerk
501 East Jefferson St.
Charlottesville, VA 22902
Phone Number: (434)972-4083
Fax Number: (434)293-0298
DEEDS Receipt

Official Receipt: 2008-00018234
Printed on 10/29/2008 at 09:51:37 AM

RECEIVED OF ALBEMARLE COUNTY
Date Recorded: 10/29/2008

Instrument ID	Recorded Time	Amount
Bk 3658 Pg 8	09:51:32 AM	\$0.00

Instrument:200800018665

DE- DEED OF EASEMENT/RIGHT OF WAY

GRANTOR:DOWELL, MICHAEL ALLEN EX:N

GRANTEE:VIRGINIA OUTDOORS FOUNDATION

EX:Y

Address1:

Address2:

City/State/Zip:

Description: 329.92 ACRES, MORE OR
LESS, RT 231, ALBEMARLE COUNTY,
VA

Consideration:\$1,130,290.00

Assumption:\$0.00

Locality:CO

Percent:100.00%

Pages:21

Names:0

Accounts

Amount

035 - OPEN SPACE PRESERVATION \$0.00

036 DEED PROCESSING FEE \$0.00

039- DEEDS & CONTRACTS \$0.00

106- TECHNOLOGY TRUST FUND FEE \$0.00

145- VSLF \$0.00

213- COUNTY GRANTEE TAX \$0.00

301- DEEDS \$0.00

Total Due: \$0.00

Change Tendered: \$0.00

Cashier:TRAVIS MORRIS Reg:CIRCOURT_004474

Instrument Control Number

13657

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]



Doc ID: 004968480023 Type: DEE
 Recorded: 10/29/2008 at 09:51:32 AM
 Fee Amt: \$0.00 Page 1 of 23
 Albemarle County, VA
 Debra M. Shipp Clerk
 File# 2008-00013657

BK 3658 PG 8-30

T
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Date of Instrument: [8/15/2008]

Instrument Type: [DE]

Number of Parcels [1]

Number of Pages [21]

City ☐ County ☒ [Albemarle County] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[Dowell]	[Michael]	[Allen]	[]
[Coleman]	[H.]	[Edmunds]	[III]

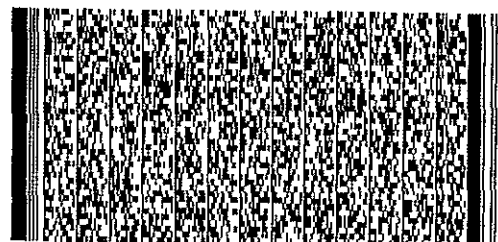
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
<input checked="" type="checkbox"/> [Virginia Outdoors Found]	[]	[]	[]
<input checked="" type="checkbox"/> [County of Albemarle, VA]	[]	[]	[]

Grantee Address (Name) [VOF & County of Albemarle, VA]
 (Address 1) [401 McIntire Road]
 (Address 2) []
 (City, State, Zip) [Charlottesville] [VA] [22902]
 Consideration [1,130,290.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Albemarle County] Percent. in this Juris. [100]
 Book [662] Page [111] Instr. No []
 Parcel Identification No (PIN) [05000-00-00-04500]
 Tax Map Num. (if different than PIN) []
 Short Property Description [329.92 acres, more or less, Rt 231, Albemarle County, VA]
 Current Property Address (Address 1) [2425 Strawberry Hill Farm]
 (Address 2) []
 (City, State, Zip) [Gordonsville] [VA] [22942-1707]

Instrument Prepared by [Frank A. Thomas, III, Esq]
 Recording Paid for by [Albemarle County]
 Return Recording to (Name) [Albemarle County Attorney's Office]
 (Address 1) [401 McIntire Rd, Suite 325]
 (Address 2) []
 (City, State, Zip) [Charlottesville] [VA] [22902]
 Customer Case ID [] [] []



Instrument Control Number

13657

**Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form B**

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [8/15/2008]

Instrument Type: [DE]

Number of Parcels [1]

Number of Pages [21]

City ☐ County ☒ [Albemarle County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form B

				Last Name				First Name				Middle Name or Initial				Suffix			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[Coleman]	[John]	[Gordon]	[Jr.]								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[]	[]	[]	[]								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	[]	[]	[]	[]								
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August 15, 2008

Prepared by: Frank A. Thomas, III

TAX MAP NO. OR PIN: 05000-00-00-04500

**Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266**

THIS DEED OF EASEMENT (this "Easement"), made this 15th day of August, 2008, among **MICHAEL ALLEN DOWELL, H. EDMUNDS COLEMAN, III, and JOHN GORDON COLEMAN, JR.** (collectively "Grantor"); the **VIRGINIA OUTDOORS FOUNDATION**, an agency of the Commonwealth of Virginia, ("Grantee VOF") and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County") as Grantees (the designations "Grantor" and "Grantee" refer to the Grantor and the Grantees and their respective successors and assigns).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property situated on State Route 231 in Albemarle County, Virginia, containing in the aggregate 329.92 acres, more or less, as further described below (the "Property"), and desires to convey to the Grantees a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Grantee VOF is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent tax laws)(IRC) and Treasury Regulation §1.170A-14(c)(1), and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

WHEREAS, pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and 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; and

WHEREAS, Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, §§10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

WHEREAS, under the County's Acquisition of Conservation Easements ("ACE") Program, codified in Appendix A.1 of the Albemarle County Code, the County is authorized to acquire conservation easements over qualifying properties in order to accomplish the purposes of the ACE Program and the Open-Space Land Act (Virginia Code §10.1-1700 *et seq.*); and

WHEREAS, the Grantor has voluntarily agreed to have the Property be subject to the terms of this conservation easement (hereinafter, the "Easement"); and

WHEREAS, the Grantees' acquisition of this easement furthers the purpose of the ACE Program in that such acquisition, among other things, assures that Albemarle County's resources are protected and efficiently used, establishes and preserves open space, preserves the rural character of Albemarle County, and furthers the goals of the Albemarle County Comprehensive Plan to protect Albemarle County's natural, scenic, and historic resources, promotes the continuation of a viable agricultural and forestal industry and resource base, and protects Albemarle County's surface water and ground water supplies; and

WHEREAS, this Easement is granted "exclusively for conservation purposes" under IRC §170(h)(1)(C) because it effects "the preservation of open space (including farmland and forest land)" under IRC 170(h)(4)(A)(iii). Specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies and will yield a significant public benefit; and

WHEREAS, this open-space easement in gross 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 policies set forth below:

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

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, §§10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, 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;

e. Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;

WHEREAS, the Rural Areas Plan of the Albemarle County Comprehensive Plan adopted on March 2, 2005, states in its Introduction that: "Agricultural and forestal resources have been identified as the most critical County resources and the desired primary land use in the Rural Areas. Such uses play an important and long-standing role in the environment, heritage, and economy of the County. Loss of these resources to development is irreversible and irreplaceable. Stewardship of these resources also provides an opportunity to conserve and efficiently use other resources such as: (1) water resources (with use of property conservation techniques); (2) natural, scenic, and historic resources with the maintenance of pasture land, farmland, and forested areas; and (3) fiscal resources by limiting development and lessening the need to provide public services to wide areas of the County."; and

WHEREAS, this Rural Areas Plan in its section titled "Guiding Principles For The Rural Areas" states the following "defining principles":

- (i) Agriculture - Protect Albemarle County's agricultural lands as a resource base for its agricultural industries and for related benefits they contribute towards the County's rural character, scenic quality, natural environment, and fiscal health.
- ii) Forestry resources - Protect Albemarle County's forests as a resource base for its forestry industries and watershed protection.
- iii) Land Preservation - Permanently preserve and protect Albemarle County's rural land as an essential and finite resource through public ownership or through conservation easements.

- iv) Land Conservation - Protect Albemarle County's rural land through planned management of open spaces to prevent exploitation, destruction, or neglect.
- v) Water supply resources - Protect the quality and supply of surface water and groundwater resources.
- vi) Natural resources - Preserve and manage the Rural Areas' natural resources in order to protect the environment and conserve resources for future use.
- vii) Scenic resources - Preserve the County's rural scenic resources as being essential to the County's character, economic vitality, and quality of life.
- viii) Historical, archeological and cultural resources - Protect the Rural Areas' historic, archeological and cultural resources."; and

WHEREAS, this Rural Areas Plan further notes in its section titled "Land Preservation Or Voluntary Land Conservation" that: "Some landowners are willing to donate easements that protect important resources by eliminating development potential. The Virginia Outdoors Foundation and other organizations hold such easements."; and

WHEREAS, the conveyance of this easement on the Property will further these principles and goals of the Albemarle County Comprehensive Plan and that Plan's strategies to: (i) "Encourage the protection of prime agricultural soils and working farms from non-agricultural development through ... conservation easements, ...", (ii) "Encourage protection of prime forestal soils from non-forestal development through ... conservation easements, ..." and (iii) "Continue to actively promote conservation easements."; and

WHEREAS, the Property has a total of twenty (20) division rights, as that term is defined in Appendix A.1 of the Albemarle County Code which, if fully exercised, could result in the creation of twenty (20) parcels and a total of twenty (20) dwelling units (one on each parcel created); this Easement will protect the Property by providing that it will not be divided into more than two (2) parcels, and allowing up to two (2) principal dwellings, one of which is existing at the time of the granting of this Easement and two (2) accessory dwellings, thereby resulting in the extinguishment of the right to create eighteen (18) parcels and establish sixteen (16) dwelling units; and

WHEREAS, the Virginia Outdoors Foundation has accepted numerous open-space easements in the area known as the Southwest Mountains situated in northeastern Albemarle County between "Monticello" and "Montpelier," an area possessing houses and farms of historic significance as well as extraordinary natural and pastoral beauty and in recognition thereof, the Virginia Department of Historic Resources has designated the Southwest Mountains area of Albemarle County as a Virginia Rural Historic District

which is now listed on the Virginia Register and the National Register of Historic Places; and

WHEREAS, the Property lies within said Southwest Mountains Rural Historic District; and

WHEREAS, the Property lies on State Route 231, said road having been designated by the General Assembly as a Virginia Scenic Byway, and contributes in its undeveloped state to the scenic view enjoyed by the public therefrom; and

WHEREAS, the Property lies adjacent to other parcels of land under open-space easements deeded to the Grantee VOF and contributes to the open-space values of the area containing such lands under easements; and

WHEREAS, the Grantor and the County have entered into an agreement under the terms of which the County has agreed to pay the Grantor the sum of One Million One Hundred Thirty Thousand Two Hundred Ninety Dollars (\$1,130,290.00) for the Easement, a portion of which is funded by a grant from VOF to the County from the Open-Space Land Preservation Trust Fund; and

WHEREAS, this Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in Section I; and

WHEREAS, Grantor and Grantees 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

WHEREAS, Grantees have determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property, which values are reflected in Section I; and

WHEREAS, Grantees have determined that the Restrictions 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; and

WHEREAS, Grantees, by acceptance of this Easement, designate the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein and their acceptance by Grantees, Grantor does hereby give, grant and convey to Grantees a conservation and open-space easement in gross ("Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described in Schedule "A" attached hereto and made a part hereof, and consists of 329.92 acres, more or less, located in Rivanna Magisterial District, Albemarle County, Virginia, near

Cismont, fronting on State Route 231. The Property is also identified as Tax Map and Parcel No. 0500-00-00-0450 among the tax records of the County of Albemarle, 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.

SECTION I - PURPOSE

The conservation purpose of this Easement is to preserve land for agricultural use, preservation of scenic open space, 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 in Section II and providing for their enforcement in Section III. The conservation values of the Property are its open-space scenic, historic values, and its values as land preserved for open-space and rural uses including agriculture, livestock production and forestry.

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 Grantees are hereby entitled to enforce, are and shall be as follows:

1. **DIVISION.** The Property shall not be divided into, or separately conveyed as, more than two (2) parcels. Grantor shall give each Grantee written notice prior to making any division of the Property.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions of the Property, provided that each 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 VOF; or

(ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee, VOF and the Board of Supervisors of Albemarle County.

2. **BUILDINGS AND STRUCTURES.** No buildings or structures other than the following are permitted on the Property:

(i) two (2) single-family dwellings, of which one (1) exists on the date of this Easement; and

(ii) two (2) secondary dwellings, or dwelling units such as barns or garage apartments. Such dwellings shall not individually exceed two thousand (2,000) square feet of above-ground enclosed living area; and

(iii) non-residential outbuildings and structures commonly and appropriately incidental to the dwellings permitted in subsections (i) and (ii) of this paragraph, and sized appropriately to serve as an amenity to single-family residential use, and located near such dwellings. For the purpose of this paragraph (iii), "near" means within two hundred (200) feet of such dwelling, unless prior written approval shall have been obtained from Grantee VOF that a greater distance is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area; and

(iv) farm buildings or structures, except that a farm building or farm structure exceeding four thousand five hundred (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 VOF, 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. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Paragraph 3(i).

In the event of division of the Property as provided in Paragraph 1, permitted dwellings shall be allocated between the parcels in the instrument creating the division or other recorded instrument.

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

To protect the scenic values of the Property, no new dwelling, building or other structure shall be constructed within one thousand two hundred (1,200) feet of the western boundary of State Route 231. This prohibition shall not apply to the construction or maintenance of fencing, livestock feeding or watering troughs, mailboxes, gateposts, or permitted signs, or to the repair or replacement of any buildings or structures existing as of the date of this Deed of Easement.

Private roads and utilities to serve permitted buildings or structures on the Property, and private roads and utilities to parcels created by the permitted division of the Property, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained. Public and private utilities that do not serve the Property shall not cross the Property unless Grantees determine that the construction and maintenance of such utilities will not impair the conservation values of the Property and give its prior written approval for such construction and maintenance. Grantor reserves and retains separate rights to approve such public or private utilities.

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 protected herein, Grantee VOF may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the structures set forth in subsections (i) through (iv) above and all other impervious surfaces, excluding roads. In the event of division of the Property, the collective footprint of all structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed one percent (1%) of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

3. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, livestock production (animal husbandry), equine activities and forestry, and related small-scale incidental commercial or industrial operations that Grantee VOF approves in writing as being consistent with the conservation values of this Easement; (ii) processing and sale of products produced on the Property as long as no additional buildings are required; (iii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values herein protected; and (iv) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance. Temporary outdoor activities involving one hundred (100) or more people shall not exceed seven (7) consecutive days in any ninety (90) day period without prior written approval of the Grantee VOF.
4. **MANAGEMENT OF FOREST.** 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 VOF or the Virginia Department of Forestry. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee VOF for approval thirty (30) days before beginning any material timber harvest. The objectives of the Forest Stewardship Management Plan may include, but are not limited to, forest health and timber management. Grantee VOF shall be notified thirty (30) days prior to the clearing of over ten (10) acres of forestland for grassland, crop land, or in association with the construction of permitted buildings.

Non-commercial harvest of trees for trail clearing, firewood or Grantor's domestic use, trees that pose a hazard to human health or safety or to property, or removal of invasive species shall not require a Forest Stewardship Management Plan.

5. **RIPARIAN BUFFER.** To protect water quality there shall be no plowing, cultivation or other earth-disturbing activity in a thirty-five (35) foot buffer strip along each edge of the Mechunk Creek as measured from the top of the bank (or if applicable from the high water mark in tidal creeks, streams, etc.), except as may be reasonably necessary for (i) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (ii) fencing along or within the buffer area, (iii) construction and maintenance of stream crossings that do not obstruct water flow, (iv) creation and maintenance of foot or horse trails with unimproved surfaces, and (v) dam construction to create ponds. Within this buffer strip there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, and (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard. Mowing within buffer areas is permitted.
6. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) wetlands or stream bank restoration pursuant to a government permit, (iii) erosion and sediment control pursuant to a government-required erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee VOF. Generally accepted agricultural activities 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.
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.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed. No signs visible from outside the Property shall exceed nine (9) square feet in size.
9. **GENERAL.** Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property. This paragraph shall not be construed to prevent any

matter permitted under the Restrictions set forth in Paragraphs 1 through 8 of this Section II as the Grantees have determined that the Restrictions 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 values furthered by this Easement.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of each 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.** Grantees have the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the conveyance of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance; and 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 Grantees 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. Either Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to insure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by either Grantee. Notwithstanding any other provision of this Easement, Grantor 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 Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

SECTION IV – DOCUMENTATION

Documentation retained in the offices of the Grantees including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the gift. The 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. Grantor has made available to Grantees, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance. The parties hereby acknowledge that the Documentation Report contained in the files of Grantee is an accurate representation of the Property.

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. 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. **NO PUBLIC ACCESS.** 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. Grantor retains the exclusive right to such access and use, subject to the terms hereof.
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than utility and access easements) including, but not limited to, any mortgages not subordinated to this Easement.
4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee VOF is authorized by Virginia Code Section 10.1-1801 and is evidenced by the signature of a Deputy Director, by authority granted by VOF's Grantee's Board of Trustees and the County acting by and through its County Executive, duly authorized by resolution adopted by the Board of Supervisors of the County of Albemarle, Virginia, accepts the conveyance of this property pursuant to Virginia Code Section 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed.

5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. 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.
6. **CONSTRUCTION.** 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 the Easement and the policy and purposes of each 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. Grantor and Grantees 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.
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.
8. **NOTICE TO GRANTEES.** Grantor agrees to notify Grantees in writing (i) 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; and (ii) 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.
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 IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantees make 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, each Grantee acknowledges and confirms receipt of the Easement and further acknowledges that such Grantee has not provided any goods

or services to Grantor in consideration of the grant of the Easement, except for the cash consideration recited herein.

10. **MERGER.** Grantor and Grantees 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 GRANTEES.** Neither Grantee may transfer or convey this Easement unless such 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.
12. **GRANTEES' PROPERTY RIGHT.** Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantees, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the conveyance bears to the value of the Property as a whole at that time.
13. **EXTINGUISHMENT, CONVERSION, DIVERSION.** Grantor and Grantees intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit extinguishment of open-space easements or loss of open space. Nevertheless, should an attempt be made to extinguish this Easement, such extinguishment can be made only by judicial proceedings and only if in compliance with Section 10.1-1704. In any sale or exchange of the Property subsequent to an extinguishment, Grantees 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 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. Grantees shall use all their share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this easement and the Open-Space Land Act.
14. **AMENDMENT.** Grantees and Grantor may amend this Easement 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. No amendment shall be effective unless documented in a notarized writing executed by each Grantee and Grantor and recorded among the land records of the County of Albemarle, Virginia.
15. **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.

16. **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.
17. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Albemarle, Virginia, and either Grantee may re-record it any time as may be required to preserve its rights under this Easement.
19. **MISCELLANEOUS.** If the County of Albemarle, Virginia should cease to exist, this Easement shall vest solely in the VOF; provided, however, that VOF within two (2) years of the date the County of Albemarle ceases to exist shall convey the interest hereunder previously held by the County of Albemarle to another qualified local holder within the meaning of Virginia Code Section 10.1-1801.1.D.

(This space intentionally left blank. Signatures on next page.)

(Signatures for Deed of Easement among Michael Allen Dowell, H. Edmunds Coleman, III, and John Gordon Coleman, Jr. as Grantor and the Virginia Outdoors Foundation and the County of Albemarle Virginia as Grantee.)

WITNESS the following signatures and seals:


MICHAEL ALLEN DOWELL, Grantor

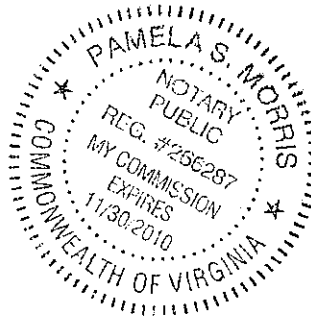
COMMONWEALTH OF VIRGINIA

~~CITY~~COUNTY OF Orange, to-wit:

I, Pamela S. Morris, a Notary Public for the Commonwealth aforesaid, hereby certify that Michael Allen Dowell, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 8th day of October, 2008.

Pamela S. Morris
Notary Public
My Commission expires: 11/30/2010
Notary Registration No. 266287
(SEAL)



(Signatures continued on next page.)

(Signatures for Deed of Easement among Michael Allen Dowell, H. Edmunds Coleman, III, and John Gordon Coleman, Jr. as Grantor and the Virginia Outdoors Foundation and the County of Albemarle Virginia as Grantee.)

H. Edmunds Coleman III
H. EDMUNDS COLEMAN, III

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Winchester, to-wit:

I, Kara Elizabeth Edmonson, a Notary Public for the Commonwealth aforesaid, hereby certify that H. Edmunds Coleman, III, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

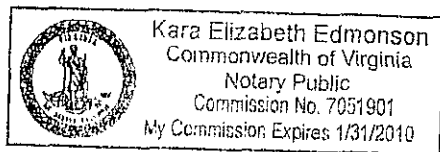
WITNESS my hand and official seal this 8th day of September, 2008.

Kara Elizabeth Edmonson
Notary Public

My Commission expires: January 31, 2010

Notary Registration No. 7051901

(SEAL)



(Signatures continued on next page.)

(Signatures for Deed of Easement among Michael Allen Dowell, H. Edmunds Coleman, III, and John Gordon Coleman, Jr. as Grantor and the Virginia Outdoors Foundation and the County of Albemarle Virginia as Grantee.)

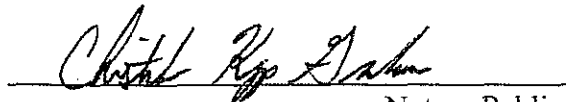

JOHN GORDON COLEMAN, JR.

~~State of Alabama~~
~~COMMONWEALTH OF VIRGINIA~~

CITY/COUNTY OF Tuscaloosa, to-wit:

I, Christopher Kipp Graham, a Notary Public for the Commonwealth aforesaid, hereby certify that John Gordon Coleman, Jr., Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 16th day of September, 2008.


Notary Public
My Commission expires: My Commission Expires 12-28-11
Notary Registration No. _____
(SEAL)

(Signatures continued on next page.)

(Signatures for Deed of Easement among Michael Allen Dowell, H. Edmunds Coleman, III, and John Gordon Coleman, Jr. as Grantor and the Virginia Outdoors Foundation and the County of Albemarle Virginia as Grantee.)

Accepted:

VIRGINIA OUTDOORS FOUNDATION

By: F. Bruce Stewart
Name: F. Bruce Stewart
Title: Staff Attorney

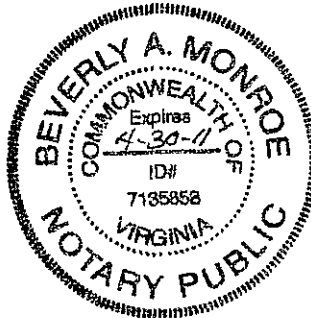
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Williamsburg, to-wit:

I, BEVERLY A. MONROE, a Notary Public for the Commonwealth aforesaid, hereby certify that F. Bruce Stewart, Deputy Director or Staff Counsel of the Virginia Outdoors Foundation, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Virginia Outdoors Foundation.

WITNESS my hand and official seal this 17th day of October, 2008.

Beverly A. Monroe
Notary Public
My Commission expires: April 30 2011
Notary Registration No. 7135858
(SEAL)

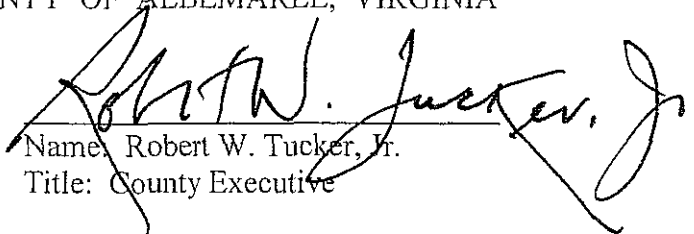


(Signatures continued on next page.)

(Signatures for Deed of Easement among Michael Allen Dowell, H. Edmunds Coleman, III, and John Gordon Coleman, Jr. as Grantor and the Virginia Outdoors Foundation and the County of Albemarle Virginia as Grantee.)

COUNTY OF ALBEMARLE, VIRGINIA

By:


Name: Robert W. Tucker, Jr.
Title: County Executive

COMMONWEALTH OF VIRGINIA

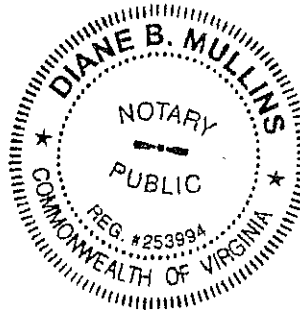
CITY/COUNTY OF Charlottesville, to-wit:

I, Diane B. Mullins, a Notary Public for the Commonwealth aforesaid, hereby certify that Robert W. Tucker, Jr., County Executive, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the County of Albemarle, Virginia.

WITNESS my hand and official seal this 28th day of October, 2008.

Diane B. Mullins
Notary Public

My Commission expires: June 30, 2009
Notary Registration No. 253994
(SEAL)



Approved as to form:

Jay M. Clain
Albemarle County Attorney

SCHEDULE A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situated in the County of Albemarle, Virginia, fronting on the west side of State Route 231, containing 332 ¼ acres, more or less, as shown on plat by J. T. E. Simms, S. A. C., dated September 1899, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, in Deed Book 115, Page 392; **LESS AND EXCEPT** the following:

FIRST: those strips of land conveyed to the Commonwealth of Virginia in instrument recorded in the aforesaid Clerk's Office in Deed Book 241, Page 281;

SECOND: 1 acre, more or less, conveyed to Central Virginia Electric Cooperative in instrument recorded in the aforesaid Clerk's Office in Deed Book 389, Page 501; and

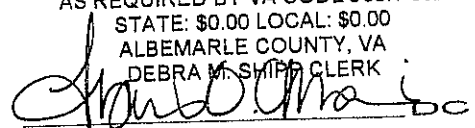
THIRD: Parcel "A" containing 1.29 acres, and Parcel "B" containing 0.72 acre, conveyed to Virginia Electric and Power Company in instrument recorded in the aforesaid Clerk's Office in Deed Book 824, Page 235, with plat attached at Page 238.

This being the same property as was conveyed to Louis Dowell, Bennie Dowell and William Dowell by Deed from Elizabeth G. Knight and John S. Knight, her husband, dated December 29, 1978, recorded December 29, 1978, in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 662, Page 111. Lewis Alvin Dowell (a/k/a Louis Dowell) died testate December 11, 1992, and by his Will dated December 27, 1991, probated December 28, 1992, in Albemarle Will Book 75, Page 398, he devised his undivided interest in the subject property to W. E. Dowell, Bennie B. Dowell and Lois D. Coleman. Bennie B. Dowell died testate August 12, 1997, and by his

Will dated September 8, 1993, probated October 2, 1997, in Albemarle Will Book 88, Page 402, he devised his undivided interest in the subject property to W. E. Dowell and Michael Allen Dowell. Lois D. Coleman died intestate November 5, 1997, as evidenced by her list of heirs recorded in Orange Will Book 59, Page 661, and by operation of law, her undivided interest in the subject property vested in John Gordon Coleman, Jr. and H. Edmunds Coleman, III. W. E. Dowell, a/k/a Bill Dowell and Willy Edward Dowell, died testate April 28, 2006, and by his Will dated August 10, 1998, together with Codicil dated November 22, 2002, probated May 16, 2006, in Albemarle Will Book 116, Page 704, he devised his undivided interest in the subject property to Michael A. Dowell.

\\Carolyn's Documents\Easements\1 A - J old easements\Dowell\dowell estate new rev 8-15-08.doc

RECORDED IN CLERKS OFFICE OF
ALBEMARLE COUNTY ON
October 29, 2008 AT 9:51:32 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
DEBRA M. SHIPP CLERK



RM-10

**DEED OF RIGHT-OF-WAY
TO CVEC (ORIGINAL)**

Witness the following signatures and seals.

Boyd C. Sutherland (SEAL)

Alice P. Sutherland (SEAL)

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, TO-WIT:

I, Jane Shields, a Notary Public for the County aforesaid in the State of Virginia, do hereby certify that Boyd C. Sutherland and Alice P. Sutherland, whose names are signed to the foregoing writing, bearing date on the 10th day of July, 1963, have acknowledged the same before me in my County and State aforesaid.

Given under my hand this 11th day of July, 1963.

My commission expires April 4, 1967.

Jane Shields, Notary Public

VIRGINIA,

IN THE CLERK'S OFFICE OF ALBEMARLE CIRCUIT COURT, JULY 12, 1963.

This deed was presented to me in said office and with certificate annexed admitted to record at 10:50 A. M.

Teste:

Eva M. Mangin

, Clerk.

THIS DEED, made this 15th day of May, 1963, by and between Elizabeth G. Augustus and E. H. Augustus, her husband, parties of the first part, and Central Virginia Electric Cooperative, a Virginia cooperative corporation, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the parties of the first part do hereby GRANT, BARGAIN, SELL AND CONVEY with GENERAL WARRANTY OF TITLE unto Central Virginia Electric Cooperative, all that certain tract or parcel of land situated in the Rivanna Magisterial District of Albemarle County, Virginia, containing one (1) acre, and designated "Sub-station" on plat of Johnson and Williams Associates, Engineer, dated April 26, 1963, and hereto attached and made a part of this deed, and, on said plat, being more particularly described as follows: Beginning in the boundary line between Robinson and Augustus at a point 1875.76 feet along said line northwest of State Route 231; thence S 49° 01' W 208.72'; thence N 40° 6' 14" W 208.72' thence N 49° 01' E 208.72' to the aforesaid boundary line between Robinson and Augustus; thence along said boundary line S 40° 6' 14" E 208.72' to the point of beginning, and being a portion of the property in all respects conveyed to Elizabeth G. Augustus by W. Haggin Perry and wife by deed dated May 1, 1951, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in D. B. 295 p. 185.

Exd.
Elizabeth G.
Augustus &c

To: B/S

Central Virginia
Electric Cooper-
ative

St. Tax	1.50
Co. Tax	.50
Trans.	1.00
Plats	1.00
Fee	3.50

Pd. \$ 7.50

Withdrawn
By M. E. Danner
Central VA Electric
Coop.
11/23/82

This conveyance is made together with a right of way for ingress, egress and utilities 30 feet wide running from the above described one (1) acre tract of land to State Route 231 along the boundary line between Robinson and Elizabeth G. Augustus as more particularly described on the aforementioned attached plat.

In further consideration of the \$1,000.00 above mentioned, the parties of the first part do hereby GRANT unto Central Virginia Electric Cooperative, its successors and assigns, the perpetual right to place, construct operate, repair, maintain, reconstruct, relocate and replace thereon an electric transmission and/or distribution line or system; to cut, trim and uproot by machinery or otherwise, and by chemical means to control the growth of, trees, shrubbery and undergrowth; to keep the right of way clear of all buildings or structures (except fences of reasonable heights); to license or permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes; and at its option to remove all poles, wires and other facilities so installed. Said easement shall be 100 feet wide and a more particular description of the location of the same appears on the two (2) attached plats of Johnson and Williams Associates, Engineers, dated April 26, 1963. Said easement crosses two separate tracts of land as is shown on said plats, and the two tracts of land which said easement crosses are the same tracts conveyed to Elizabeth G. Augustus by the aforesaid deed of W. Haggin Perry and wife of record in said Clerk's Office in D. B. 295, p. 185. The supports for the transmission and/or distribution line or system to be located on said easement shall be of single pole structure with a maximum height of 55 feet.

The parties to this conveyance agree that all trees cut by the party of the second part shall remain the property of the parties of the first part.

In addition to the \$1,000.00 consideration above mentioned, the party of the second part agrees to pay to the parties of the first part the sum of \$25.00 for each pole installed along the aforesaid 100 foot wide transmission line easement.

The parties of the first part covenant that they have a right to convey said land to grantee; that the grantee shall have quiet possession of said land, free from all encumbrances; that they have done no act to encumber said land and that they will execute such further assurances of said land as may be requisite.

Witness the following signatures and seals.

Elizabeth G. Augustus (SEAL)

E. H. Augustus (SEAL)

STATE OF VIRGINIA,

COUNTY OF ALBEMARLE, TO-WIT:

I, Mildred Purvis, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Elizabeth G. Augustus

RM-11

**VOF CO-HOLD AGREEMENT
WITH ALBEMARLE COUNTY**

COOPERATIVE AGREEMENT
Between the VIRGINIA OUTDOORS FOUNDATION and
the COUNTY OF ALBEMARLE, VIRGINIA

WHEREAS, the Code of Virginia has been amended in 1997 to add sections 10.1-1801.1 and 10.1-1801.2, which provide for the creation of an Open-Space Lands Preservation Trust Fund to be administered by the Virginia Outdoors Foundation; and

WHEREAS, Code of Virginia section 10.1-1801.1(D)2 states "to be eligible for a grant award the conservation easement shall provide that ... the easement is conveyed to the Foundation and a local co-holder;"

NOW, THEREFORE BE IT AGREED that the Virginia Outdoors Foundation, a state-created body politic, and the County of Albemarle a co-holder under the definition provided in the above section of the Code of Virginia, wish in principal to undertake the co-holding of conservation easements receiving grant awards from the Open-Space Lands Preservation Trust Fund according to the following terms:

GUIDELINES FOR ACCEPTANCE OF EASEMENTS TO BE CO-HELD:

Any jointly held easements shall be consistent with VOF's Guidelines.

DEVELOPING THE DEEDS OF EASEMENT:

The Virginia Outdoors Foundation shall provide the Co-holder with its Sample Easement Form, Guidelines, and Application and Data Proposal forms. The VOF Sample Easement Form (modified to enable the co-holding of the easement) along with the Guidelines shall serve as the basis for negotiating the language of the deeds of easement. VOF staff shall take the lead in negotiating specific easement provisions with potential donors.

PREPARATION OF OPEN-SPACE LANDS PRESERVATION TRUST FUND APPLICATION:

The co-holder shall assist VOF and the property owner in the preparation of the easement proposal and application for grant funds by providing information to the property owner and may prepare or cooperate in the preparation of maps and documentary photographs of the property.

RECORD KEEPING AND INFORMATION SHARING:

The VOF and Co-Holder shall make information and files pertaining to existing or prospective easements co-held, or to be co-held, available to each other and the U.S. Internal Revenue Service, the State Treasurer or Office of the Attorney General.

VOF shall be responsible for developing and maintaining a master file on each easement property. This information shall be available to the Co-holder. A copy of any correspondence pertaining to the easement and the Co-holder and easement donor or of monitoring photographs and other documentation shall be sent to VOF for inclusion in this master file.

MONITORING VISITS

The Co-holder and VOF shall arrange a monitoring visit on a regular basis but not less frequently than once every five years. The monitoring visit may be performed jointly or by one or the other of the parties by mutual written agreement. VOF will contact landowners by mail or telephone annually to verify ownership and condition of property. Information obtained will be documented in the master file and available to the Co-holder upon request.

ADMINISTRATION AND INTERPRETATION OF TERMS OF EASEMENT

When questions arise concerning interpretation of easement provisions, VOF and the co-holder shall consult each other before a determination is made. If VOF and the Co-holder do not agree, every effort shall be made to reach agreement. In the case where that is not possible, VOF shall, in consultation with the Office of the Attorney General, make a determination. VOF shall take primary responsibility in communicating any determinations to the landowner.

VIOLATIONS AND ENFORCEMENT:

If a violation is discovered by the monitoring party, the party shall contact the other holder in writing to review all possible remedies before any remedy is required of the landowner. Where a disagreement in the legal meaning of the easement occurs, the opinion of the Office of the Attorney General shall be sought. The Co-holder shall cooperate with and assist VOF and the Virginia Office of the Attorney General in enforcing the terms and conditions of each jointly held easement. Notwithstanding the above, either VOF if the Co-holder shall have the right to enforce any jointly held easement.

This agreement, signed this 2nd day of May 2002, is intended to create a cooperative relationship between the County of Albemarle and the Virginia Outdoors Foundation. Specific terms of easement acceptance and funding will be enumerated in each individual case.

COUNTY OF ALBEMARLE

By:

Robert W. Tucker, Jr.
Robert W. Tucker, Jr.
County Executive

VIRGINIA OUTDOORS FOUNDATION

By:

Tamara A. Vance
Tamara A. Vance
Executive Director

Approved as to form:

Gary Karpis
County Attorney