

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

Prepared by: Allyson Manson Davies
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Office of the City Attorney
City of Charlottesville
PO Box 911,
Charlottesville, VA 22902

Return to: Virginia Outdoors Foundation
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

Parcel ID Nos.: 41A094000 and 42A002000

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), Virginia Code §§ 58. 1- 811(C)(4),
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF OPEN-SPACE EASEMENT (this "Easement"), made this ___ day of _____, 2022, between THE CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia with an address of Post Office Box 911, Charlottesville, Virginia 22902, ("Grantor") and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

RECITALS:

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

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 The Commonwealth of Virginia has authorized the creation of open-space easements pursuant to the "Open Space Land Act." Va. Code Ann. Title 10.1, Subtit. II, Ch. 17 provides in

part that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”), and Grantor and Grantee wish to avail themselves of the provisions of that law.

R-4 Pursuant to Section 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II which ensures that the Property will remain perpetually available for open-space use all as more particularly set forth below.

R-5 Chapter 18, Title 10.1, Sections 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.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the City of Charlottesville Comprehensive Plan adopted on November 15, 2021, and the Property is located within an area that is designated as Open space and Parks on the City’s future land use map.

R -7 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

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

- a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;
- b. The Open-Space Land Act cited above;
- c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;
- d. Grantee’s formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered, and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded

that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Charlottesville as delineated in its comprehensive plan adopted on November 15, 2021, to which plan the restrictions set forth in this Easement conform and which contains the following vision and goals such that preservation of this land as open space will further the City's goals:

1. Charlottesville will be an environmental leader, with healthy air, water, and ecosystems, as well as ample, high-quality, and accessible open space and natural areas, and a preserved and enhanced tree canopy. The Rivanna River and other waterbodies will be celebrated and protected, and environmentally-sound community access will be enhanced. Charlottesville's built environment will utilize green infrastructure and encourage healthy and low carbon lifestyles by supporting walking, bicycling, and transit use, and access to outdoor public spaces and natural areas.
2. City will continue to work toward meeting the citywide goal of a 45% reduction in greenhouse gas emissions by 2030 (from 2011 levels) and carbon neutrality by 2050, accelerating greenhouse gas emission reductions where possible.
3. City will utilize resilience and adaptation to prepare for and work to minimize the impacts of climate change.
4. City will promote Urban Ecosystems which are healthy, interconnected ecosystems that deliver valuable ecosystem services, and support diverse native plant communities and wildlife habitats.
5. City will contribute to the creation, protection, and expansion of robust urban forests through an urban tree canopy.

R-8 The Property will be used for public park purposes. Specifically, the Property will include a section of the U.S. Route 250 bypass shared use path which will be used as a public trail. The overall U.S. Route 250 bypass trail will connect U.S. Route 29 with McIntire Park, and will connect to Schenk's Greenway leading into downtown, and John Warner Parkway trail north to Rio Road. Destinations along the trail include shopping in the Hydraulic Road/ U.S. 29 area, public housing along Hydraulic Road, McIntire Park which includes the YMCA and new skate park, and the future botanical garden. Preservation of the Property in its natural state hereunder will ensure that trail users enjoy forested surroundings amid an otherwise developed area of the City. Pursuant to this Easement Grantor will be allowed to engage in urban forest management, remove invasive plants, and provide for public enjoyment of the land outside of the trail corridors.

R-9 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$50,000 to Grantor as an entity conveying an open-space easement on open-space land for partial purchase of the Easement and costs associated with the conveyance of this Easement to Grantee.

R-10 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-11 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-12 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-13 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

R-14 Grantor and Grantee have the common purpose of conserving the above - described conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, and in further consideration of an Open-Space Lands Preservation Trust Fund grant in the amount of \$50,000, Grantor does hereby grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of five acres more or less, located in the City of Charlottesville, Virginia, within and near McIntire Park, fronting U.S. Highway Route 250, to-wit:

All those certain lots or parcels of land, with improvements thereon and appurtenances thereto, situated in the City of Charlottesville, Virginia, shown as Tax Map Nos. 41-A-94 and 42-A-2 among the land records of the City of Charlottesville, Virginia. **Even though the Property consists of more than one parcel for real estate tax purposes, and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole and will bind Grantor and Grantor's successors in interest in perpetuity.**

SECTION I -PURPOSES

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open-space, scenic, natural, and public recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is preservation of land for natural resource-based outdoor recreation or education, preservation of scenic open space, and preservation of open space designated by local government.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property, which are inconsistent with the conservation purposes of this Easement or the conservation values herein protected.

SECTION II – RESTRICTIONS

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

1. DIVISION.

(i) Separate conveyance of a portion of the Property or division of the Property is prohibited. For purposes of this Easement, division of the Property includes, but is not limited to, creating a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) The acquisition of a *de minimis* portion of the Property adjacent to Meadowbrook Heights Road, U.S. Route 250 bypass (John W. Warner Parkway) for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to U.S. Highway Route 250 (John W. Warner Parkway) and access to the Property therefrom, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. BUILDINGS, STRUCTURES, AND UTILITIES.

(i) No buildings, structures, or utilities, other than the following, are permitted on the Property. Such buildings and structures are subject to subparagraph 2(iii). **Siting of buildings and structures** below:

(a) Non-residential park-related buildings and structures.

Non-residential buildings and structures commonly and appropriately incidental to public recreational activities including, but not limited to, restroom facilities, picnic shelters, and informational kiosks, all sized appropriately to serve as amenities for public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching and natural resource-based educational or scientific activities; and

(b) Public Parking Areas and Trails.

Parking areas and trails; and

(c) Utilities and renewable energy facilities.

Public or private utilities and renewable energy facilities used to harness natural renewable energy sources such as sunlight, wind, water, or biomass to serve permitted buildings, structures, or activities on the Property. Such limitation will not prohibit the sale of excess power generated incidentally in the operation of renewable energy facilities; and

Public or private utilities to be constructed in whole or in part to serve other properties, provided Grantee determines, in its sole discretion, that the construction and maintenance of such utilities or facilities will cause no impairment of the Conservation Values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance will take into consideration the visibility and any other possible adverse impact of such utilities or facilities on the Conservation Values of the Property. Grantor reserves its separate right to approve any public or private utilities; and

(e) Signs.

Signs necessary to provide information to the public about the use of the Property, the trail system, and its resources. At least one sign shall include acknowledgement that the Virginia Outdoors Foundation contributed funding for this project.

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

(iii) The collective footprint of all buildings and structures and impervious parking areas on the Property, excluding linear surfaces, such as trails, walls, fences, bridges, and boardwalks, shall not exceed 5,000 square feet provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose

of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a), (b), and (c) and all other impervious surfaces, excluding linear surfaces.

3. ACTIVITIES PERMITTED ON THE PROPERTY.

No activities other than the following are permitted on the Property:

(i) outdoor public recreational activities, such as nature study, photography, hiking, biking, walking, and bird watching, but not activities requiring ballfields, tennis courts, or similar facilities;

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

(iii) small-scale incidental commercial operations compatible with activities set forth in (i) and (ii) above;

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

- 4. PUBLIC ACCESS.** This Easement will benefit the public. The public shall have a right of daily access to the Property for the activities described above at times set by Grantor, subject to reasonable restrictions to ensure the security of the Property and the safety of visitors. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster), for maintenance of the Property, and as may be necessary for resource management and protection. Grantor, in its discretion, may charge fees for access to the Property.

SECTION III – ENFORCEMENT

- 1. RIGHT OF INSPECTION.** Employees, agents, and other representatives of Grantee may enter the Property from time to time for purposes of (i) inspection (including photographic documentation of the condition of the Property), (ii) flagging or otherwise marking the boundaries of specific areas or zones on the Property that are restricted as to the structures or activities allowed thereon in Section II above, and (iii) enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to observe, document, prevent, terminate, or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
- 2. ENFORCEMENT.**

- (i) Grantee, in accepting this Easement, commits to protecting the Conservation Values and advancing the conservation purposes of this Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth in Section II of this Easement; (d) to require Grantor to replant or pay for the replanting of trees on the Property harvested in violation of the restrictions involving timber or trees set forth in Section II of this Easement, (e) to require Grantor to pay the costs of ascertaining the value of the timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement; (f) to pay to Grantee three times the value of the timber on the stump for the value (at the time of harvesting) of such timber harvested in violation of restrictions involving timber or trees set forth in Section II of this Easement, constituting the agreed-upon harm to the Conservation Values protected herein caused by such wrongful harvest; (g) to enjoin non-compliance by temporary or permanent injunction; and (h) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor must reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, in addition to any other payments ordered by the court. Grantee's delay will not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.
- (ii) Notwithstanding any other provision of this Easement, Grantor will not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.
- (iii) Nothing in this Easement creates any right in the public or any third party to maintain a judicial proceeding against Grantor or Grantee. The conveyance of this Easement to Grantee does not affect the property rights of contiguous landowners or vest in any contiguous or nearby landowner rights in the Property or the administration of this Easement by Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to describe the condition and character of the Property, and the

Baseline Documentation Report (BDR), describes the condition and character of the Property on the Effective Date. The BDR may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee.

Grantee may compile written reports and photographic documentation of the condition of the Property from time to time as a result of inspection of the Property pursuant to Section III 1. above.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement will be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and will continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deed of trust liens, or other liens not subordinated to this Easement, and (iv) no consent of any third party is required for Grantor to enter into this Easement (v) each person and/or entity signing on behalf of Grantor is authorized to do so.
3. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation.
5. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein be liberally construed in favor of the grant

to effect the purposes of this Easement and the policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the Conservation Values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property.

6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement must be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement will not impair the validity of this Easement or the conveyance or limit this Easement's enforceability in any way.

7. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor should be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently City of Charlottesville, PO Box 911, Charlottesville, Virginia 22902.
 - (a) **Grantor must notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.**
 - (i) In addition, Grantor agrees to notify Grantee in writing before exercising any reserved or permitted right that may have an adverse effect on the Conservation Values of the Property as encumbered by this Easement or that, because of unforeseen or changed circumstances, involves activities or structures regarding which this Easement is silent or ambiguous. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to either (a) prohibit or approve and monitor such activities to ensure that they are carried out in a manner not having an adverse impact on the Conservation Values of the Property or (b) to prohibit or permit the construction of such structures, depending upon whether the construction of such structures will have an adverse impact on the Conservation Values of the Property.) Such notice must describe the proposed activity or structure in sufficient detail to allow Grantee to judge the consistency of the proposed activity or construction of the proposed structures with the purposes of this Easement. Grantee may grant its consent if it determines, in its sole discretion, that the performance of such activities or the construction of such structures does not violate any of the terms of this Easement and does not have an adverse impact on the Conservation Values of the Property. Grantor may not engage in the proposed activities or construction of such structures unless and until Grantor receives Grantee's approval in writing.
 - (ii) Failure of Grantor to comply with these requirements will not impair the validity of this Easement or limit its enforceability in any way.

8. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement will not merge into the fee interest, but will survive the deed and continue to encumber the Property.
9. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions set forth in this Easement are to be continued in perpetuity and (ii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
10. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
11. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add acreage to the restricted property by an amended deed of easement, provided that no amendment may (i) affect this Easement's perpetual duration or remove this Easement from any portion of the Property, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, or (iii) reduce the protection of the Conservation Values, No amendment will be effective unless documented in a notarized document executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of City of Charlottesville, Virginia.
12. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as easement amendments, and access or utility easements over the Property. Such cost recovery charges will be determined and periodically adjusted by Grantee's Board of Trustees, as set forth in a published fee schedule.
13. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants will be jointly and severally liable for all obligations of Grantor set forth herein.
14. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision will be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, if any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement will not be affected thereby.
15. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement.

16. **CONTROLLING LAW.** The interpretation and performance of this Easement will be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 5 above in order to give maximum effect to its conservation purposes.
17. **RECODIFICATION AND AMENDMENT OF STATUTES**
This Easement cites various state statutes applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes most closely corresponding to those cited herein and carrying out the purposes recited herein.
18. **RECORDING.** This Easement will be recorded in the land records in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia, and Grantee may take any steps necessary in said clerk’s office to preserve its rights under this Easement in the future.
19. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, will be an original, but all of which will constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto will not affect the validity of this Easement.
20. **DEFINITIONS.** For purposes of this Easement, the phrase “Effective Date” means the date upon which this Easement was first put to record in the Clerk’s Office of the Circuit Court of the City of Charlottesville, Virginia. The words “currently” or “existing” mean currently or existing on the Effective Date. Time will be calculated in calendar days, not business days.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of deed of open-space easement]

The City of Charlottesville, Virginia, GRANTOR

By: _____

(title)

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2022
by _____ of the City of Charlottesville,
Virginia

Notary Public

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

Attest: _____
_____, Clerk

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by
_____, Clerk of the Council of the City of Charlottesville, Virginia.

Notary Public

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

Approved as to form and legal sufficiency:

City Attorney

[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, a Deputy Director/Staff Attorney of the Virginia Outdoors Foundation.

Notary Public

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