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BOOK 655 PAGE 0807

Exempted from recordation taxes
under the Code of Virginia (1950), as amended,
section 58.1-81 1(A)(3)

DEED OF EASEMENT

FRASCATI, ORANGE COUNTY

THIS DEED OF EASEMENT, made this 28 day of June, 1999,
by MARILYN C. BARROW (widow), and her heirs, successors and assigns, herein
collectively called the Grantor, and the COMMONWEALTH of VIRGINIA, BOARD
OF HISTORIC RESOURCES, an agency of the Commonwealth of Virginia, (BHR),
address of which is 2801 Kensington Avenue, Richmond, Virginia 23221, and the
VIRGINIA OUTDOORS FOUNDATION, an agency of the Commonwealth of
Virginia, (VOF), the address of which is 203 Governor Street, Suite 317, Richmond,
Virginia 23219, as Grantees.

WITNESSETH:

WHEREAS, Chapter 22, Title 10.1 of the Code of Virginia of 1950, as amended,
was enacted to support the preservation and protection of the Commonwealth of
Virginia's significant historic, architectural, archaeological, and cultural resources, and
charges the Board of Historic Resources to designate as historic landmarks to be listed in
the Virginia Landmarks Register such buildings, structures, districts, and sites which it
determines to have local, statewide, or national significance, and to receive properties and
easements in gross or other interests in properties for the purpose of, among other things,
the preservation and protection of such designated landmarks; and

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

Prepared by:
Shackelford, Hosenberger, Thomas
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P. O. Box 871
Orange, Va. 22960

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TO

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

WHEREAS, the Grantor is the owner of a property known as Frascati consisting of a tract of farmland containing 62.744 acres, more or less, herein described, which includes on its curtilage a manor house which is of historic and architectural significance; which together with its surrounding acreage has historic, scenic, agricultural, and open-space value, and is listed on the Virginia Landmarks Register and the National Register of Historic Places, and is a contributing property in the Madison-Barbour Rural Historic District, which district is also listed on the Virginia Landmarks Register and the National Register of Historic Places; and

WHEREAS, both the Grantor and the Grantees desire to ensure the preservation of the scenic and agrarian character of Frascati and the protection of the historic and architectural features that led it to be placed on such Registers; and

WHEREAS the Property hereinafter described abuts Virginia State Route 231 which has been designated a scenic byway by the Commonwealth of Virginia; and

WHEREAS the Property hereinafter described has been designated to Agricultural use by the Comprehensive Plan of Orange County, Virginia; and

WHEREAS the Comprehensive Plan of Orange County, Virginia declares the following as goals of such plan "Shield the rural character of the County from uncontrolled growth;" "Preserve historic sites, areas and buildings, and promote them as cultural attractions;" and "Preserve productive agricultural land for farm use."

NOW THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantees an easement in gross and right in perpetuity to restrict as herein provided the use of the property described in "Attachment A" (hereinafter called the Easement Property).

The restrictions hereby imposed on the use of the Easement Property are in accord with the policy of the Commonwealth of Virginia, as set forth in Chapters 22 and 17 of Title 10.1 of the Code of Virginia of 1950, as amended, to preserve the Commonwealth's designated historic landmarks, and to preserve historic and scenic open-space lands in the Commonwealth. The acts which the Grantor covenants to do and not to do upon the Easement Property, and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. The parties agree that the photographs of the Easement Property taken by Calder Loth of the Department of Historic Resources on July 1, 1999 (Department of Historic Resources negative numbers 17278 and 17279) accurately document the appearance and condition of the Easement Property. The negatives of the said photographs shall be stored permanently in the archives of the Virginia Department of Historic Resources or its successors. Hereafter, the Easement Property shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes which are expressly permitted hereunder, or as may be caused by casualty or act of God.
2. The Easement Property shall not be divided, subdivided, or conveyed in fee other than as a single tract.
3. Archaeologically significant deposits, sites, or features on the Easement Property shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archaeologist and provided plans for such archaeological activity have been submitted and approved by the Grantee BHR prior to any ground-disturbing activities. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features on the Easement Property shall be treated and preserved according to the Department of Historic Resources State Curation Standards (March 24, 1998). The Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Easement Property from looting, vandalism, erosion, mutilation, or destruction from any cause.
4. No building or structure shall be built or maintained on the Easement Property other than (i) the buildings and structures existing on the date of this Easement, (ii) new buildings and structures relating to farm operations or that are appropriate to the historic and scenic character of a rural historic estate, and (iii) reconstructions of historic farm buildings, outbuildings, or other structures which are documented through professional historical or archaeological investigation to have been located on the Easement Property. No building or structure permitted herein shall be constructed, altered, restored, renovated, or extended except in a way that would, in the opinion of the Grantee BHR, be in keeping with the historic, agricultural, scenic, and agrarian character of the Easement Property and provided that the prior written approval of the Grantee BHR, to such actions shall have been obtained. The location and design of any new building or structure is expressly made subject to the prior written approval of the Grantee BHR. Subject to the foregoing restrictions, farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written permission has been obtained for said building or structure in writing from Grantor VOF.
5. No new roads or utility lines shall be constructed on the Easement Property (except over existing rights-of-way) without the prior written approval of the Grantee BHR.

6. Grading and earth removal shall not materially alter the topographic aspect of the Easement Property, except as required for the construction of permitted buildings, structures, or roads. The construction of ponds on the Easement Property outside of Parcel A is permitted provided the prior written approval of the location and size of such ponds shall have been obtained from the Grantee BHR. Mining is prohibited on the Easement Property.
7. Management of forest resources shall be in accord with a forest stewardship plan approved by the Grantee VOF. All forestry activities shall be carried out so as to maintain biodiversity and preserve the environmental/scenic quality of the area. Best Management Practices, as defined by the Department of Forestry, shall be used to control erosion and protect water quality. The Grantor, or its successors and assigns shall notify the Grantee VOF no later than 30 days prior to the start of any such activity as well as within 7 days of its completion.
8. No dumping or accumulation of junk, trash, rubbish, or any other unsightly or offensive material shall be permitted on the Easement Property. This paragraph shall not prohibit the accumulation of brush in "burn" piles.
9. No sign, billboard, or outdoor advertising structure shall be displayed on the Easement Property without the consent of the Grantees, other than signs not exceeding three (3) feet square for any or all of the following purposes: (i) to state the name and address of the property or property owners, (ii) to provide information necessary for the normal conduct of any permitted business or activity on the Easement Property, (iii) to advertise the Easement Property for sale or rental, and (iv) to provide notice necessary for the protection of the Easement Property and for giving directions to visitors.
10. Industrial or commercial activities other than the following are prohibited: 1. agriculture, silviculture or horticulture, 2. temporary or seasonal activities which do not permanently alter the physical appearance of the Property and which are consistent with the conservation values herein protected, 3. activities which can be and in fact are conducted within buildings permitted under Paragraph 6, above, without material alteration of the external appearance thereof. "Temporary" activities involving 100 people or more shall not exceed seven days in duration without prior written approval from the Grantee VOF.
11. The Grantees and their representatives may enter the Easement Property from time to time, upon reasonable notice to the Grantor, for the sole purpose of inspections and enforcement of the terms of the easement granted herein.
12. Either Grantee, in its discretion, and upon reasonable notice to the Grantor, may erect at a location acceptable to the Grantor, a single marker or sign, not exceeding two feet by two feet, which states the name of the Grantee and advises that the Grantee owns the easement granted herein.

13. In the event of a violation of this easement, either Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to the right to restore any historic or character-defining features of the Easement Property to their documented condition as shown in the photographs referenced in Paragraph 1 and assert the cost of such restoration as a lien against the Easement Property.
14. Whenever a request for a Grantee's approval is submitted pursuant hereto and such Grantee fails to respond in writing within 30 days of receipt of such request, then such Grantee shall be deemed to have approved the request, and the Grantor may proceed with the action for which approval was requested.
15. Prior to any *inter vivos* transfer of the Easement Property, excluding deed of trust given for the purpose of securing loans, the Grantor shall notify the Grantees in writing.
16. The invalidity or unenforceability of any provision of this easement shall not affect the validity or enforceability of any other provision of this easement or any ancillary or supplementary agreement relating to the subject matter hereof.
17. This easement shall not be construed to impose any affirmative obligation upon the Grantor to reconstruct any building or structure destroyed by fire, wind, or any other casualty.

The Grantee BHR is hereby entitled to enforce the following additional restrictions to the manor house and its curtilage, which hereinafter are referred to collectively as Parcel A. For the purposes of this easement the curtilage shall include the historic garden to the north of the manor house, the historic kitchen outbuilding, and the driveway and adjacent grounds extending from route 231 to the manor house. A more specific description of Parcel A is found on Attachment B. These additional restrictions are as follows:

- 1a. No building shall be built or maintained on Parcel A other than (i) the manor house, (ii) the historic kitchen outbuilding, (iii) the smokehouse, (iv) other buildings or structures commonly or appropriately incidental to a rural single-family residence, including but not limited to a garage, garden structures, and guest house, and (v) reconstructions of historic outbuildings or structures which are documented through professional historical or archaeological investigations to have been located on Parcel A.
- 2a. The manor house and the historic kitchen outbuilding shall not be demolished or removed from the Easement Property, nor shall they be altered, restored, renovated, or extended, except in a way that would, in the opinion of the Grantee BHR, be in keeping with the historic, architectural, and scenic character of the Easement Property, and provided that the prior written approval of the Grantee BHR to such actions shall have been obtained. No other building or structure shall

be constructed, altered, restored, renovated, extended, or demolished except in a way that would, in the opinion of the Grantee BHR, be in keeping with the historic, architectural, and scenic character of the Easement Property, and provided that the prior written approval of the Grantee BHR to such actions shall have been obtained. The location and design of any new building or structure is expressly made subject to the prior written approval of the Grantee BHR.

- 3a. The conditions relating to archaeological deposits, sites, and features in Paragraph 3 shall apply to Parcel A, in particular to the historic garden to the north of the manor house.
- 4a. No cleaning, repointing, waterproofing, or painting of the exterior masonry of the manor house shall be undertaken unless the prior written approval of the Grantee BHR shall have been obtained.
- 5a. The character-defining historic interior architectural elements of the manor house, including mantels, windows, window frames, doors, door frames, entrance transom, stairs, staircases, baseboards, cornices, ornamental plasterwork, chair rails, wainscoting, floorboards, and hardware shall not be altered or removed from the Easement Property without the prior written approval of the Grantee BHR.
- 6a. Trees and vegetation on Parcel A shall be managed in accordance with sound horticultural practices and in such a way as to prevent damage to the manor house and the historic kitchen outbuilding.
- 7a. Grading and earth removal shall not alter the topographic aspect of Parcel A, except as required in the construction of permitted building, structures, or roads.
- 8a. Parcel A shall not be subdivided from Parcel B.
- 9a. The Grantor agrees that Parcel A may be opened to the public, which may be the public at large, or in smaller groups, as designated by the Grantee BHR, for one day from 10 AM to 5 PM every year hereafter, provided that the Grantee BHR makes a written request for such opening by no later than February 1 in any such year. The scheduling of the date for such opening shall be by mutual consent. Any such public admission may be subject to restrictions mutually agreed upon as reasonably designed for the protection of the property. Such admission may also be subject to a reasonable fee. The Grantor also agrees that Parcel A may be opened by appointment with the Grantor to persons affiliated with educational organizations, professional architectural associations, and historical societies.
- 10a. In the event of the violation of this easement the Grantee BHR shall have the right to seek all appropriate legal and equitable relief, including but not limited to the right to restore any historic or character-defining features on Parcel A to their documented condition as shown in Paragraph I and assert the cost of such restoration as a lien against Parcel A.

11a. These additional restrictions shall not be construed to impose any affirmation obligations upon the Grantee to reconstruct any building or structure destroyed by fire, wind, or any other casualty.

Although this easement in gross will benefit the public in the ways recited above, except as provided in paragraph 9a above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Acceptance by the Board of Historic Resources of this conveyance is authorized by sections 10.1-2204 and 10.1-1701 of the Code of Virginia of 1950, as amended.

Acceptance of this conveyance by the Grantee VOF is authorized by §10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director hereto.

Assignment of this easement is governed by §10.1-1801 of the Code of Virginia.

Witness the following signatures and seals:

 (SEAL)
Marilyn C. Barrow

Accepted:
BOARD of HISTORIC RESOURCES

By:  (SEAL)
H. Alexander Wise, Jr. Director,
Department of Historic Resources

Date: 8/2/99

Accepted:
Virginia OUTDOORS FOUNDATION

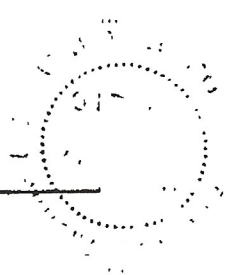
By:  (SEAL)
Executive Director

Date: 8/10/99

STATE of VIRGINIA
CITY/COUNTY of ORANGE, to-wit:

The foregoing instrument was acknowledged before me this 28 day of July 1999, by Marilyn C Brown, the Grantor therein.

[Signature]
Notary Public



My commission expires: October 31, 2002

STATE of VIRGINIA
CITY/COUNTY of RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of AUGUST 1999, by H. Alexander Wise, Jr., Director, Department of Historic Resources, on behalf of the Board of Historic Resources, the Grantee therein.

[Signature]
Notary Public



My commission expires: 7/31/02

COMMONWEALTH OF Virginia
CITY/COUNTY OF Montgomery to-wit:

I, Cynthia Scott Babson, a Notary Public for the Commonwealth aforesaid, hereby certify that JAMIE A VANCE, Executive Director of the Virginia Outdoors Foundation, personally appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and official seal this 10th day of August 1999.

[Signature]
Notary Public

My commission expires: June 30 2002.
Easement/Deed of Easement

Attachment A

All that certain tract of land with improvements and appurtenances, lying in Barbour District, Orange County, Virginia, fronting on Virginia Route 231, and running to the center of State Secondary Route 679, containing sixty-two and 744/10000ths (62.744) acres, more or less, being the portion of the property known as "Frascati" containing the mansion house, shown on a plat of survey made by Stearns L. Coleman, C.L.S., dated December 10, 1980, (revised), a copy of which is recorded in the Clerk's Office of the Circuit Court of Orange County, Virginia in Plat Cabinet A, Slot 117.

The above described property is all and the same property conveyed to John C. Barrow and Marilyn C. Barrow as tenants by the entirety with rights of survivorship as at common law by Deed of Hazle Jaffray Edens et al. dated January 14, 1981 and recorded in the Clerk's Office of the Circuit Court of Orange County, Virginia at Deed Book 331, Page 662. John C. Barrow died on July 24, 1987 thereby vesting title in the above described property in Marilyn C. Barrow.

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Attachment B

For purposes of this Deed of Easement, Parcel A shall consist of the area around the main house of Frascati bounded by Virginia State Route 231 on one side and wooden and wire fences forming a complete enclosure around the main house and its appurtenances following the outline marked on an aerial photograph of the easement property, which is stored permanently in the archives of the Virginia Department of Historic Resources.

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