

THIS DEED OF GIFT OF EASEMENT is entered into this ____ day of _____, by and between _____, Grantors, and the THOMAS JEFFERSON SOIL AND WATER CONSERVATION DISTRICT, Grantee:

- - W I T N E S S E T H - -

WHEREAS, the parties to this deed recognize the need to promote and assure the protection of the riparian zone as a means of water quality preservation and desire to improve and maintain wildlife habitat; and,

WHEREAS, the Virginia Conservation Easement Act, Section 10.1-1009 et sec of the Code of Virginia (1950), as amended, contemplates the creation of nonpossessory interests in real estate for the purposes of maintaining or enhancing water quality; the Virginia Open-Space Land Act, Section 10.1-1700 et sec of the Code of Virginia (1950), as amended, defines land held for conservation purposes as open-space land and provides that public bodies may acquire interests in land for those purposes; and Section 10.1-547 of the Code of Virginia (1950), as amended, authorizes the acquisition of easements for those purposes by the Grantee;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantor does hereby GRANT and CONVEY unto the Grantee a riparian easement as described herein over the following parcel of real estate herein referred to as the "Riparian Buffer Easement":

That certain easement, shown and designated as the "Riparian Buffer Easement" on the plat by _____, dated _____, [a copy of which is attached hereto to be recorded with this deed (the "Plat")]. [*or ... and recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia, as described below (the "Plat")*]. Reference is made to the Plat for a more particular description of the land conveyed herein.

The property conveyed herein is a portion of a parcel of land situated in _____ County, Virginia, identified as Tax Map __, Parcel __, and is shown as a "Riparian Buffer Easement" on the Plat [*recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia in Deed Book _____, page _____*], being the same property conveyed to the Grantors by deed of _____ dated _____, of record in said Clerk's Office in Deed Book _____, page _____.

The Riparian Buffer Easement is that land being ____ feet in width from the tops of stream-banks.

This easement is granted IN PERPETUITY to the Grantee and its successors as may be determined by modification of the enabling statutes cited herein. This easement may be assigned by the Grantee or its successors only with the consent of the Grantor or his successors in interest. The covenants and restrictions herein recited shall be binding on the successors and assigns of both the Grantor and the Grantee.

The Grantor, grantor's heirs, successors, personal representatives and assigns shall notify the Grantee within 60 days of the conveyance of the ownership of the property designated as "Riparian Buffer Easement", and agree to inform successors of the restrictions herein. In any deed conveying all or any part of the "Riparian Buffer Easement", this Easement shall be referenced by Deed Book and Page Number in the deed of conveyance.

The Grantor hereby covenants for himself and his successors in interest that the following restrictions shall be observed in the use of the described Riparian Buffer Easement:

1. The Riparian Buffer Easement shall be preserved in perpetuity in its natural state.
2. Construction of buildings is prohibited; however, by way of example and not limitations, structures such as boardwalks, foot trails, wildlife management structures, observation decks, and picnic tables may be constructed with the advance written consent of, and according to designs approved by, the Grantor and Grantee.
3. In order to maintain the ecological values of the Riparian Buffer Easement, indigenous vegetation shall be preserved, or allowed to evolve by natural succession where it does not exist, to the maximum extent possible. The target vegetative cover in the Riparian Buffer Easement shall be indigenous riparian forest with ground cover, shrub, and tree canopy layers.
4. The Grantor may remove vegetation determined to pose a health or safety risk to users of the easement area or the lands of the Grantor abutting the easement area. The Grantor also may remove or control vegetation that is determined to be an invasive species. Before removing vegetation, the Grantor shall confer with Grantee to agree on the extent and method of vegetation removal.
5. The Grantor may remove dead, diseased, and dying trees. Fallen trees that are blocking stream channels, or trees with undermined root systems in imminent danger of falling, may be removed where stream bank erosion is a current or potential problem that outweighs any positive effects the fallen tree or trees may have on the stream ecosystem.
6. Grantor nor Grantor's successors shall not deposit or allow to accumulate any trash or refuse in the Riparian Buffer Easement. It is understood that poor management practices in the rest of the

watershed inevitably results in the deposit of trash in the riparian zone by floodwaters, and the Grantor shall be under no affirmative obligation to continually remove such debris.

7. Other than as shown on the referenced plat, there shall be no vehicular crossing of the Riparian Buffer Easement.
8. No livestock crossing shall be constructed across the Riparian Buffer Easement without the prior approval of Grantee as to location, design and construction and such crossing shall be maintained according to standards established by Grantee.
9. The provisions hereon shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

The easement provided for herein shall include the right of the Grantee, including its officers, employees and agents, to the following within the easement area:

1. The Grantee shall have the right and easement of ingress and egress over the easement area and any other lands of the Grantor abutting the easement area for the purposes of inspecting the condition of the easement area. Grantee shall notify the Grantor if the activities or the conditions within the easement area are not in accordance with the provisions of this deed of easement.
2. Grantee shall have the right to periodically enter along the Riparian Buffer Easement and place along its boundaries durable conspicuous markers (which shall not exceed 144 square inches in area) identifying the boundaries of the Riparian Buffer Easement and giving information on the means of contacting Grantee. Such markers shall not be spaced less than fifty feet from each other. Nothing contained herein shall obligate Grantee to place such markers, nor shall the failure to place such markers in any way waive any right herein granted to Grantee.

The Grantee covenants that it will exercise this easement on the following terms:

1. Although this easement will benefit the public, nothing herein shall be construed to grant any right of public use or right of public access to the subject property from either the public road or otherwise whatsoever. Except as required to supervise, inspect, and control the Riparian Buffer Easement, this easement does not convey to the Grantee any right of access to the property without the consent of the Grantor or his successors. It is anticipated that at least an annual inspection by the Grantee or its agents will be scheduled.

The provisions hereof shall be enforceable by any proceeding at law by the Grantor or Grantee. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

WITNESS the following signatures.

GRANTOR(S):

GRANTEE:

THOMAS JEFFERSON SOIL AND WATER
CONSERVATION DISTRICT:

Chair, Thomas Jefferson Soil and Water Conservation
District Board of Directors

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of
_____, _____ by _____, Grantor.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of
_____, _____ by _____, Grantor.

Notary Public

My Commission Expires:

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of
_____, _____, by _____, on behalf of the Thomas Jefferson Soil
and Water Conservation District.

Notary Public

My Commission Expires: