

CENTURY 21[®]

New Millennium



Boundary lines are approximate, not a survey

22031 MILKY WAY ELKWOOD, VA 22718

Mountain Valley Farm is a beautiful 242-acre farm with softly rolling fields located around 8 miles east of the Town of Culpeper off Carrico Mill Rd. The property is bounded by trees on every side, with 1.3 miles of stream frontage on Mountain Run for your recreational enjoyment. An existing farmhouse is perfectly situated on top of a knoll overlooking the farm, offering a panoramic view that encompasses five counties! The surrounding area was the scene of a notable Civil War battle and will appeal to history buffs and nature lovers alike. Hunters will appreciate the natural populations of white-tailed deer, turkey, dove, and coyotes.

The property was recently in use as a dairy farm, and has been used for farming and dairying since the area was settled in the late 18th century. Some farm buildings still exist from when Mountain Valley Farm was more fully utilized, but which are no longer being used or maintained. These include a dairy barn (which had a herringbone milking parlor with ten units and a 2,000 gal Mueller tank) with holding pen and a 110' x 170' stall-free barn that was built in 2007. Additional structures include a 40' x 90' machinery shed and 101' x 10' Slurrystore manure structure.

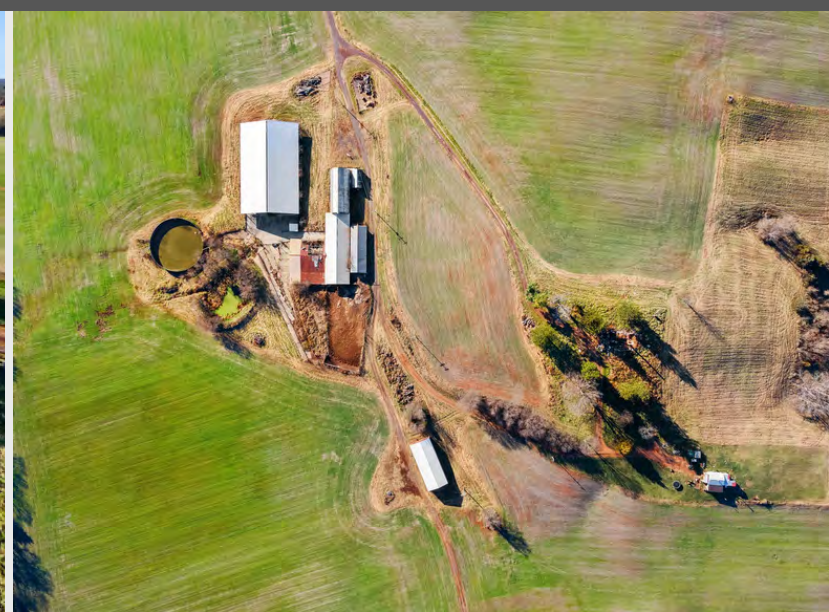
A conservation easement is in place through the Department of Historic Resources intended to preserve the rural beauty and historical significance of the farm while still allowing improvement and modernization. Owners may reconstruct one single-family home (up to 4,500 SF above ground) at the site of the current farmhouse, plus one tenant home (up to 3,500 SF above ground) and associated smaller buildings (like detached garages, sheds, gazebos, or a pool house). A swimming pool or tennis/sport court, and a parking pad are allowed, along with a wide variety of agricultural and farm-related buildings and structures. Commercial uses are also allowed as long as they are performed inside/within the structures. The property may not be subdivided; it is being sold as, and must remain, one parcel. Please refer to the full terms of the conservation easement in the offering memorandum to determine what can or cannot be built on the property. Mountain Valley Farm occupies a convenient location near Route 15 and Route 3 with easy access to Culpeper, Bealeton, Warrenton, and Fredericksburg.

FOR SALE

CENTURY 21
New Millennium



\$1,800,000



MOUNTAIN VALLEY FARM



All information deemed reliable but not guaranteed

CENTURY 21
New Millennium



Stephen Karbelk
Director/Team Leader
571-481-1037
stephen@realmarkets.com



Stephanie Young
Senior Sales Associate
571-223-9775
stephanie@realmarkets.com



Thank you for your interest in Mountain Valley Farm, **22031 Milky Way, Elkwood, VA 22718**. To assist you in preparing a contract, we provide the following documents:

1. BrightMLS Client Full Listing
 2. BrightMLS Tax Record
 3. Culpeper County Tax Record
 4. Culpeper County Tax Map
 5. Google Maps satellite view
 6. Conservation Easement
 7. Residential Property Disclosure Statement
 8. Lead-Based Paint Disclosure Statement
 9. Affiliated Business Arrangement Disclosure Statement
 10. NVAR Contingencies/Clauses (*SAMPLE only, showing "As Is" clause, please create and include your own with offer*)
 11. List of utilities, terms, and licenses for use in preparing your offer
- Seller is **IBU LLC**.
 - All buyer(s) names must be correctly spelled and included on the offer.
 - Buyers are encouraged to use seller's preferred title company, **RL Title & Escrow in Vienna, VA** (www.rltitleandescrow.com). They handle all types of closings (residential, commercial, legal, etc.) extremely well. The buyer's choice of title company is an important term in the seller's consideration of your offer.
 - Include a lender **Pre-Approval Letter** (if applicable) and copy of the **Earnest Money Deposit** check. The terms of the pre-approval letter must match the terms of the offer (buyer's name(s), purchase price, loan amount, down payment, etc.) and reflect a current date.
 - Submit your complete offer via email to Stephanie Young using email [**stephanie@realmarkets.com**](mailto:stephanie@realmarkets.com).

If you have any questions relating to status or contracts, please contact **Stephanie Young** with RealMarkets, a CENTURY 21 New Millennium Team, at 571-223-9775 or stephanie@realmarkets.com.

We look forward to working with you!

Sincerely,

Stephen Karbelk
Team Leader, RealMarkets, a CENTURY 21 New Millennium Team
571-481-1037 or stephen@realmarkets.com

Client Full

22031 Milky Way, Elkwood, VA 22718

Active

Land

\$1,800,000



Recent Change: **12/07/2023 : New Active : ->ACT**

MLS #: VACU2006646
Tax ID #: 44 42A
Ownership Interest: Fee Simple
Type: Land
Waterfront: No
Views: Creek/Stream, Mountain, Panoramic, Pasture, Scenic Vista, Trees/Woods

Lot Acres / SQFT: 241.96a / 10539778sf / Assessor
Price/Acre: \$7,439.25

Location

County:	Culpeper, VA	School District:	Culpeper County Public Schools
In City Limits:	No	Election District:	7

Taxes and Assessment

Tax Annual Amt / Year:	\$2,499 / 2022	Tax Assessed Value:	\$454,400 / 2022
County Tax:	\$2,499 / Annually	Imprv. Assessed Value:	\$254,900
City/Town Tax:	Annually		
Clean Green Assess:	No		
Zoning:	A1		

Land Information

Lot Acres / SQFT:	241.96a / 10,539,778sf / Assessor	Possible Use:	Agriculture, Land/Lot Only, Residential
Current Use:	Agriculture		
Views:	Creek/Stream, Mountain, Panoramic, Pasture, Scenic Vista, Trees/Woods		
Lease In Effect:	Yes		
Additional Parcels:	No		
Lot Features:	Backs to Trees, Not In Development, Open, Partly Wooded, Road Frontage, Stream/Creek, Trees/Wooded		
Location Type:	Rural		

Exterior Features

Exterior Features: Horse: Yes, Horses Allowed; Other Structures: Barn/Stable, Cattle/Dairy Barn, Shed, Tenant House

Utilities

Utilities: Water Source: Well; Sewer: Septic Exists

Remarks

Public: Mountain Valley Farm is a beautiful 242-acre farm with softly rolling fields located around 8 miles east of the Town of Culpeper off Carrico Mill Rd. The property is bounded by trees on every side, with 1.3 miles of stream frontage on Mountain Run for your recreational enjoyment. An existing farmhouse is perfectly situated on top of a knoll overlooking the farm, offering a panoramic view that encompasses five counties! The surrounding area was the scene of a notable Civil War battle and will appeal to history buffs and nature lovers alike. The property was recently in use as a dairy farm, and has been used for farming and dairying since the area was settled in the late 18th century. Some farm buildings still exist from when Mountain Valley Farm was more fully utilized, but which are no longer being used or maintained. These include a dairy barn (which had a herringbone parlor with ten milking units and a 2,000 gal Mueller tank) and a 110' x 170' stall-free barn that was built in 2007. Additional structures include a 40' x 90' equipment shed and 101' x 10' Slurrystone manure structure. A conservation easement is in place through the Department of Historic Resources intended to preserve the rural beauty and historical significance of the farm while still allowing improvement and modernization. Owners may reconstruct one single-family home (up to 4,500 SF above ground) at the site of the current farmhouse, plus one tenant home (up to 3,500 SF above) and associated smaller buildings (like detached garages, sheds, gazebos, or a pool house). A swimming pool or tennis/sport court, and a parking pad are allowed, along with a wide variety of agricultural and farm-related buildings and structures. Commercial uses are also allowed as long as they are performed inside/within the structures. The property may not be subdivided; it is being sold as, and must remain, one parcel. Please refer to the full terms of the

conservation easement in the offering memorandum to determine what can or cannot be built on the property. Mountain Valley Farm occupies a convenient location near Route 15 and Route 3 with easy access to Culpeper, Bealeton, Warrenton, and Fredericksburg.

Directions

From Culpeper, take Route 3 east approx. 8 miles, turn left onto Carrico Mills Rd (Rt 669), drive 2 miles, turn right onto Milky Way. Or from Warrenton, take US-15 south approx. 17 miles to Brandy Station, turn left onto Alanthus Rd (Rt 663), turn left at stop sign onto Brandy Rd, bear right at bend and continue straight onto Carrico Mills (Rt 669), drive 3 miles to left turn onto Milky Way.

Listing Details

Original Price:	\$1,800,000	DOM:	3
Sale Type:	Standard	Listing Terms:	As is Condition
Listing Term Begins:	11/26/2023		
Possession:	Negotiable, Settlement, Subject to Existing Lease		
Disclosures:	Subject to Agricultural Conservation Easement, Under Lease		

Compensation

For more information about offers of compensation, see BrightMLS.com/offer-comp.

Buyer Agency Comp:	2.5% Of Gross	Dual/Var Comm:	No
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Agent 360

22031 Milky Way, Unknown, VA

Unincorporated

Tax ID 44 42A

**Summary Information**

Owner:	Ibu Llc	Property Class:	Residential
Owner Address:	6120 Baltimore National Pike	Annual Tax:	\$2,499
Owner City State:	Catonsville MD	Record Date:	04/25/18
Owner Zip+4:	21228-2926	Sale Amount:	\$765,000
Owner Carrier Rt:	C003	Book:	2165
		Page:	1
		Doc Num:	180002165
		Tax Record Updated:	03/07/23

Geographic Information

County:	Culpeper, VA	Qual Code:	07
Municipality:	Unincorporated	Sub District:	5
High Sch Dist:	Culpeper County Public Schools		
Tax ID:	44 42A		
Tax Map:	44		
Tax ID Alt:	44 42A		
Old Tax ID:	44- - -42A		
City Council Dist:	7		

Assessment & Tax Information

Tax Year:	2022	Annual Tax:	\$2,499	Taxable Total Asmt:	\$454,400
County Tax:	\$2,499	Taxable Land Asmt:	\$199,500	Land Use Asmt:	\$199,500
Asmt As Of:	2022	Taxable Bldg Asmt:	\$254,900		
		State/County Tax:	\$2,499		

Lot Characteristics

Pavement Desc:	PAVED	SQFT:	10,539,778	Zoning:	A1
Topography Desc:	ROLLING/SLOPING	Acres:	241.9600	Zoning Desc:	AGRICULTURAL 5-ACRE MIN LOT

Building Characteristics

Total SQFT:	2,472	Total Rooms:	7	Basement Type:	Cellar
Stories:	2.00	Bed Rooms:	4	Water:	Shared Well
Abv Grd Fin SQFT:	2,472	Full Baths:	2	Sewer:	On Site Septic
Fireplace Total:	0	Total Baths:	2.0	Year Built:	1920
Interior Walls:	Sheet Rock	Exterior:	Siding - Alum/Viny	Interior Floor:	WOOD FLOORING
		Stories Desc:	2	Roof Desc:	GABLE
		Foundation:	Concrete	Fuel On Site:	Wood
		Roof:	Shingle - Composite	Other Amenities:	FULL OR PARTIAL AC
		Heat Delivery:	Unit/Space		
		Elec:	Yes		
		Septic:	Exists		
		Property Class	600R		
		Code:			

Codes & Descriptions

County Legal Desc: CARRICO MILLS

Use Type: Dwelling

MLS History

MLS Number	Category	Status	Status Date	Price
VACU2006654	FARM	Active	12/07/23	\$1,800,000
VACU2006646	LAND	Active	12/07/23	\$1,800,000

Annual Tax Amounts				
Year	County	Municipal	School	Annual
2022	\$2,499			\$2,499
2021	\$2,499			\$2,499
2020	\$2,536			\$2,536
2019	\$2,536			\$2,536
2018	\$2,482			\$2,482
2017				\$2,482

Annual Assessment						
Year	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2022	\$199,500	\$254,900	\$454,400			
2021	\$199,500	\$254,900	\$454,400			
2020	\$174,100	\$235,000	\$409,100			
2019	\$174,100	\$235,000	\$409,100			
2018	\$146,600	\$223,900	\$370,500			
2017	\$146,600	\$223,900	\$370,500			
2015	\$127,500	\$223,900	\$351,400			
2013	\$84,800	\$196,800	\$281,600			

Record Date: 04/25/2018 Book: 2165
Settle Date: Page: 1
Sales Amt: \$765,000 Doc Num: 180002165
Sale Remarks:
Owner Names: Ibu Llc

Mort Rec Date: 04/25/2018 Lender Name: MAINSTREET BK MAINSTREET BK
Mort Date: 03/23/2018 Term: 0
Mort Amt: \$720,000 Due Date:
Remarks: ARM, Conv

Record Date: 04/27/2004 Book: 2004
Settle Date: Page: 4060
Sales Amt: \$600,000 Doc Num:
Sale Remarks:
Owner Names: IBU LLC

Record Date: Book: 0
Settle Date: Page: 0
Sales Amt: \$297,000 Doc Num:
Sale Remarks:
Owner Names: Andrus Kaye

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

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school/district). Any offer of compensation is for MLS subscribers subject to Bright MLS policies and applicable agreements with other MLSs. Copyright 2023. Created: 12/09/2023 01:20 PM



22031 MILKY WAY

Location 22031 MILKY WAY**Parcel ID** 44/ / 42/ A /**Acct#** 166**Owner** IBU LLC**Assessment** \$554,400**Appraisal** \$554,400**PID** 157**Building Count** 2**Legal Description** CARRICO MILLS**Magisterial Dist:** 05**Historic District**

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$323,500	\$230,900	\$554,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$323,500	\$230,900	\$554,400

Parcel Addresses

Additional Addresses		
Address	City, State Zip	Type
22035 MILKY WAY	ELKWOOD, VA 22718	Secondary

Owner of Record

Owner	IBU LLC	Sale Price	\$765,000
Address	4535 ASHLEY CT ELLCOTT CITY, MD 21043-6045	Parcels in sale	1
		Book & Page	2165/1
		Sale Date	04/25/2018
		Validity Code	05

Ownership History

Ownership History

Owner	Sale Price	Parcels in sale	Book & Page	Validity Code	Sale Date	Instrument
IBU LLC	\$765,000	1	2165/1	05	04/25/2018	180002165
MAYHUGH, DOUGLAS L ET UX	\$600,000	0	4060/0		04/27/2004	4060
ANDRUS, KAYE ET UX	\$297,000	0	0316/686		07/15/1983	0

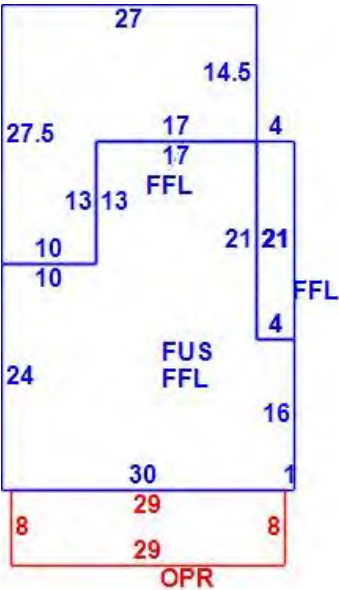
Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 2,472
Replacement Cost: \$309,999
Building Percent Good: 55
Replacement Cost Less Depreciation: \$170,500

Building Attributes	
Field	Description
Style	Colonial
Model	Residential
Grade	C -
Stories	2
Occupancy	1
Exterior Wall 1	ALUMINUM SIDING
Exterior Wall 2	Typical
Roof Type	GABLE
Roof Cover	COMPOSITION SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	
Interior Floor 1	WOOD FLOORING
Interior Floor 2	
Heat Fuel	WOOD/COAL
Heat Type	SPACE HEAT
AC Percent	0
Bedroom(s)	4
Full Bath(s)	2
Half Bath(s)	0
Extra Fixture(s)	
Total Room(s)	7
Bathrm Style	Average

Building Layout



([ParcelSketch.ashx?pid=157&bid=157](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FFL	First Floor	1,539	1,539
FUS	Finished Upper Story	933	933
OPR	Open Porch	232	0
		2,704	2,472

Kitchen Style	Average
Extra Kitchen(s)	0
FBM Quality	N/A
Interior Floor 3	
Interior Floor 1	
Basement Area	0
Fin Basement Area	0
Heat Fuel	
Gas Fireplace	
Fireplace(s)	0
BSMT Garage #	0.00
Extra FPL Opening	0
Interior Wall 3	
Flue/ IFPL	0
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Foundation	CONCRETE
Basement	CELLAR
Fin Bsmt Area	
# Cars - Garage 2	
Split Foyer	No
Split Level	No
Metal Flue(s)	

Building 2 : Section 1

Year Built: 1948
Living Area: 968
Replacement Cost: \$153,464
Building Percent Good: 53
Replacement Cost
Less Depreciation: \$81,300

Building Attributes : Bldg 2 of 2	
Field	Description
Style	Bungalow
Model	Residential
Grade	D
Stories	1

Occupancy	1
Exterior Wall 1	CINDERBLOCK
Exterior Wall 2	Typical
Roof Type	GABLE
Roof Cover	METAL
Interior Wall 1	DRYWALL
Interior Wall 2	
Interior Floor 1	WOOD FLOORING
Interior Floor 2	
Heat Fuel	GAS
Heat Type	SPACE HEAT
AC Percent	0
Bedroom(s)	2
Full Bath(s)	1
Half Bath(s)	0
Extra Fixture(s)	
Total Room(s)	5
Bathrm Style	Average
Kitchen Style	Average
Extra Kitchen(s)	0
FBM Quality	N/A
Interior Floor 3	
Interior Floor 1	
Basement Area	0
Fin Basement Area	0
Heat Fuel	
Gas Fireplace	
Fireplace(s)	0
BSMT Garage #	
Extra FPL Opening	0
Interior Wall 3	
Flue/ IFPL	0
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Foundation	CINDERBLOCK

Building Layout



[\(ParcelSketch.ashx?pid=157&bid=30008\)](#)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FFL	First Floor	968	968
FEP	Finished Enclosed Porch	173	0
		1,141	968

Basement	CRAWL SPACE
Fin Bsmt Area	
# Cars - Garage 2	
Split Foyer	No
Split Level	No
Metal Flue(s)	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 600R
Description Agricultural over 99 - Res
Zone A1
Neighborhood C201
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 241.96
Frontage
Depth
Assessed Value \$230,900

Outbuildings

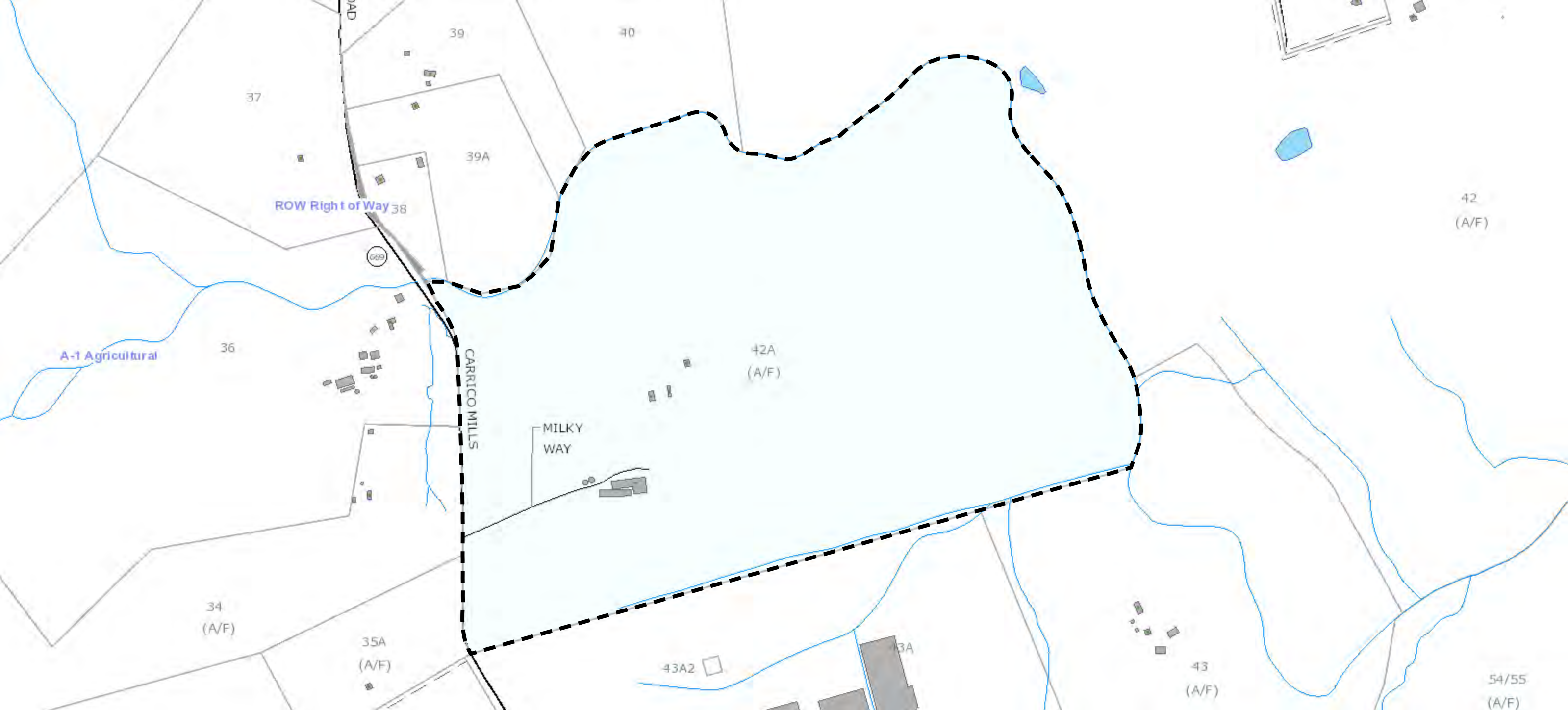
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
DARY	DAIRY STORAGE	CB	CINDERBLOCK	720.00 UNITS	\$2,900	1
BRN	BARN	AT	ATTACHED	2652.00 UNITS	\$6,600	1
LOAF	LOAFING ATTACHED	TY	TYPICAL	5280.00 UNITS	\$5,300	1
LOAF	LOAFING ATTACHED	TY	TYPICAL	3920.00 UNITS	\$3,900	1
BRN	BARN	FV	FRAME & VINYL	1920.00 UNITS	\$4,800	1
BRN	BARN	HY	HAY	7600.00 UNITS	\$7,600	1
BRN	BARN	FV	FRAME & VINYL	3510.00 UNITS	\$8,800	1
BRN	BARN	HY	HAY	16800.00 UNITS	\$16,800	1
MSC615	HARVESTOR SLURRY			1.00 UNIT	\$15,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total

2023	\$323,500	\$230,900	\$554,400
2023	\$323,500	\$230,900	\$554,400
2023	\$323,500	\$230,900	\$554,400
2022	\$302,800	\$199,500	\$502,300
2022	\$254,900	\$199,500	\$454,400

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$323,500	\$230,900	\$554,400
2023	\$323,500	\$230,900	\$554,400
2023	\$323,500	\$230,900	\$554,400
2022	\$302,800	\$199,500	\$502,300
2022	\$254,900	\$199,500	\$454,400



Satellite image from Google Maps (November 2023)



120002704

This document was prepared by:

Samuel R. Walker, Esq.
FRAY, HUDSON, CLARK & WALKER, L.L.P.
115 S. West Street
Culpeper, Virginia 22701

The preparer is unaware of any Title Insurance issued on the property herein conveyed.

Tax Map No.: 44-42A

Exempted from recordation taxes
under the Code of Virginia (1950), as amended,
§§58.1-811(A)(3) and 58.1-811(D)
and from Clerk's Fees under §17.1-266

DEED OF GIFT OF EASEMENT

**MOUNTAIN VALLEY FARM
on the Brandy Station Battlefield**

**CULPEPER COUNTY
DHR FILE NO.: 023-5055-0004**

THIS DEED OF GIFT OF EASEMENT made this 12th day of April, 2012,
by **DOUGLAS L. MAYHUGH and JANICE B. MAYHUGH**, husband and wife, and their heirs,
successors and assigns, whose address is: P. O. Box 99, Brandy Station, Virginia, 22714,
(collectively "Grantor"), and the **COMMONWEALTH of VIRGINIA, BOARD OF HISTORIC
RESOURCES ("VBHR")**, whose address is: Virginia Department of Historic Resources, 2801
Kensington Avenue, Richmond, Virginia, 23221, ("Grantee") and **THE FAUQUIER BANK**,
whose address is: 10 Courthouse Square, Warrenton, Virginia, 20186, ("Lender").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a property known as Mountain Valley
Farm on the Brandy Station Battlefield, consisting of a tract of land containing 241.96 acres, more
or less, as more particularly described below (the "Property"), which Property contains the following
non-historic buildings and structures:

One (1) frame single-family dwelling, one (1) concrete block tenant house, one (1) woven-
wire dog run, one (1) concrete block office, one (1) frame calf barn, one (1) frame dairy barn, one
(1) dry cow and heifer barn, one (1) frame shed, one (1) free-stall barn, and two (2) concrete pads;

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Sandra B. Stevens
Virginia Conservation Easement
Consulting, Inc.
6800-517 Fleetwood Road
McLean, VA 22101

and

WHEREAS, Grantor desires to give and convey to Grantee a perpetual conservation, historic preservation, and open-space easement over the Property (the "Easement"); and

WHEREAS, Grantee is a "qualified organization" and "eligible donee" as defined in Internal Revenue Code §170(h)(3) (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent Federal Tax Laws) (the "IRC"); and

WHEREAS, Grantee is a qualified public body, under the herein defined Open-Space Land Act, to receive properties and easements in gross or other interests in properties for the purpose of, among other things, the preservation and protection of historic resources in Virginia; and Grantee, as an agency of the Commonwealth of Virginia, has the resources to enforce the restrictions in this Easement and represents that: (i) it is a publicly supported, tax-exempt nonprofit organization exempt from taxation under IRC §501(c)(3); (ii) its mission is to preserve and promote "the state's irreplaceable historic structures, landscapes, collections, communities and archaeological sites" which ensures "the vitality of Virginia's distinctive heritage, resulting in cultural, economic and educational benefits for the public"; (iii) Grantee is authorized to acquire and hold conservation easements under the Open-Space Land Act; and (iv) Grantee is willing to accept a perpetual historic preservation and open-space easement over the Property as herein set forth; and

WHEREAS, the Virginia Department of Historic Resources, under the leadership of its Director, administers such easements on behalf of Grantee; and

WHEREAS, the Open-Space Land Act of 1966, Chapter 461 of the 1966 Acts of the Assembly, (Chapter 17, Title 10.1, Chapter 17 §§10.1-1700 to 10.1-1705 of the Code of Virginia of 1950, as amended), declares that the preservation of open-space land, including land preserved for historic or scenic purposes, 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 any public body to receive easements in gross or other interests in properties for the purpose of preserving such historic or scenic open-space lands; and

WHEREAS, Article XI of the 1971 Constitution of the Commonwealth of Virginia declares the preservation of historic properties and sites to be a goal and obligation of State government, and Section 1 "Natural resources and historical sites of the Commonwealth," provides that "[I]t shall be the policy of the Commonwealth to conserve, develop, and utilize its natural resources, its public lands and its historical sites and buildings. Further, it shall be 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"; and

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WHEREAS, pursuant to §§10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting historic, open space and scenic resource values of the Property and the limitations on division, residential construction and commercial and industrial uses 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, as required under §10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Culpeper's 2010-2030 Comprehensive Plan adopted on August 3, 2010, and the Property is designated as Floodplain and Agricultural on the County's future land use map; and

WHEREAS, this Easement is intended to constitute (i) a "qualified conservation contribution" as that term is defined in IRC §170(h)(1), and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (§58.1-510 et seq. of the Code of Virginia (1950), as amended), as more particularly explained below; and

WHEREAS, this Easement is granted "exclusively for conservation purposes" under IRC §170(h)(1)(C) because it affects "the preservation of a historically important land area" under IRC §170(h)(4)(A)(iv); 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 this Property is pursuant to clearly delineated state and local governmental conservation policies and will yield a significant public benefit; and

WHEREAS, this Easement constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to clearly delineated governmental policies set forth below:

- (i) Land conservation policies of the Commonwealth of Virginia as set forth in:
 - a. The Open-Space Land Act cited above; and
 - b. Section 1 of Article XI of the Constitution of Virginia cited above; and
 - c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§ 58.1-510 through 58.1-513 of the Code of Virginia cited above, 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; and
 - 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 historic and open-space character of the Property by this Easement will yield a significant public benefit and further the conservation objectives of Grantee and the Commonwealth of Virginia. Grantor believes that such review and acceptance of this Easement by Grantee tends to establish a clearly delineated conservation policy as require under IRC §170(h)(4)(A)(iii); and

- (ii) Land use policies of the County of Culpeper as delineated in the 2010-2030 Culpeper County Comprehensive Plan, adopted by the Board of Supervisors on August 3, 2010, which on page 9-2 of Chapter 9 (Historic Resources) identifies the Brandy Station and Kelly's Ford battlefields as Areas of Historic Interest to the County and further includes among its statements, goals and objectives:
 - a. On page 1-4 of Chapter 1 (Introduction): "Culpeper County was the site of several battles during the Civil War, most notably the Battles of Cedar Mountain and Brandy Station. Both the Union and Confederate Armies marched through, fought and camped in the County repeatedly through the duration of the War. The Battle of Brandy Station, which occurred on June 9, 1863, was the *greatest cavalry battle ever to take place in the western hemisphere*"; and
 - b. On page 3-16 of Chapter 3 (Economics): "Encourage tourism related industries focusing on enjoyment and exploration of local history, agriculture, and the natural beauty of the County"; and
 - c. On page 4-30 of Chapter 4 (Environment): "Maintain the rural character of Culpeper County"; and
 - d. On page 4.31 of Chapter 4: "Protect water resources and water quality from deterioration from all sources of pollution"; and
 - e. On page 4-32 of Chapter 4: "Encourage water supply protection and flood prevention"; and
 - f. On page 5-9 of Chapter 5 (Agriculture): "Maintain agriculture as a significant portion of the County's economic base"; and
 - g. On page 9-4 of Chapter 9 (Historic Resources): "Two important interests of the County are: 1) the preservation of areas of historic interest as open space contributing to the County's legacy viewshed; and 2) managing development to ensure that historic resources are protected and, if possible, enhanced"; and

- h. On page 9-5 of Chapter 9 (Historic Resources): "Encourage the use of preservation easements"; and
- i. On page 9-18 of Chapter 9 (Historic Resources): "Identify, preserve, and protect significant historic characteristics of Culpeper County", and "preserve and enhance significant historical places and buildings in the County"; and
- j. On page 14-7 of Chapter 14 (Implementation): "Conservation easements are being used increasingly by private property owners in order to protect lands and realize tax benefits. The County should encourage, and facilitate to the extent possible, the establishment of such easements"; and

WHEREAS, portions of the Property fall within the study area of the Brandy Station battlefield where the Battle of Brandy Station occurred (June, 1863) as determined by the Civil War Sites Advisory Commission, which Commission was appointed by Congress and the Secretary of the Interior in 1990 to identify and evaluate the nation's historically significant battlefield sites, and the Commission has given the Brandy Station Battlefield a Preservation Priority Rating of I.3 Class B; and

WHEREAS, on June 9, 1863, Union Cavalry under the command of Major General Joseph Hooker crossed the Rappahannock River and attacked Major General J.E.B. Stuart's cavalry and several Confederate foot brigades, initiating the Battle of Brandy Station, the largest cavalry battle of the Civil War and the inaugural action of the Gettysburg Campaign. The Property saw fighting between two of Stewart's cavalry brigades, under the command of Col. Thomas Munford and Brig. Gen. William H. F. Lee, and those of Federal Brig. Gen. John Buford, setting the scene for the larger conflict. The Battle of Brandy Station lasted all day, with 21 separate engagements centering on both sides' attempts to capture and hold artillery positions on the high ground at Fleetwood Hill. Both sides claimed victory in spite of some 1400 casualties; and

WHEREAS, the Battle of Brandy Station is a marked point on The Journey Through Hallowed Ground National Heritage Area that stretches from Pennsylvania to Virginia; and

WHEREAS, conservation of the Property under a historic preservation and open-space easement will assist in preserving the Brandy Station Battlefield, approximately 1513 acres of which are currently held in historic preservation and open-space easement with Grantee; and

WHEREAS, the Property contains approximately seven thousand, two hundred eighty-six (7,286) linear feet of frontage along Mountain Run, which flows into the Rappahannock River, and this frontage is protected by a 50 foot-wide naturally vegetated buffer; and

WHEREAS, the Rappahannock River is a public drinking water supply source for the City of Fredericksburg and adjacent counties, and has been designated a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia, therefore protection of the

Property will ensure continued protection of water quality within the Rappahannock River's watershed; and

WHEREAS, the Property falls within the Stevensburg Agricultural and Forestal District as determined by the County of Culpeper, whose Comprehensive Plan states that such districts "identify the areas where significant commitments have been made to agricultural production"; and

WHEREAS, the Property consists of a central ridgeline descending to wide, fertile floodplains along Mountain Run, offering unobstructed views of the valley and surrounding pastoral landscapes; and

WHEREAS, the Property is currently in use as a dairy farm, and has been used for farming and dairying since the area was settled in the late 18th Century; and

WHEREAS, the Property is of historic, archaeological, open-space, natural, and scenic value (the "Conservation Values"); and

WHEREAS, Grantor and Grantee desire to protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor and Grantee intend to accomplish such protection by restricting the use of the Property as hereinafter set forth (the "Restrictions"); and

WHEREAS, Grantee has determined that the Restrictions will preserve and protect in perpetuity the Conservation Values of the Property, which values are reflected herein and in Grantee's evaluation of the Property, and the documentation of the condition of the Property is contained in its respective files and records; and

WHEREAS, Grantee has determined that the Restrictions will limit the uses of the Property to those uses consistent with, and not adversely affecting, the Conservation Values of the Property and the other governmental conservation policies furthered by this Easement; and

NOW THEREFORE, in recognition of the foregoing recitals incorporated herein and made a part hereof and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a historic preservation and open-space Easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 241.96 acres on Carrico Mills Road (VA Route 669) in the County of Culpeper, Virginia, to wit:

Tax Map No. 44-42A:

ALL that certain tract or parcel of land with all improvements thereon and appurtenance thereonto belonging, situate, lying and being in the Stevensburg Magisterial District of

Culpeper County, Virginia, on Mountain Run, and Virginia State Route 669, containing 242.5 acres, more or less:

LESS AND EXCEPT that portion conveyed to the Commonwealth of Virginia in Deed Book 600, at page 228 for improvements to State Route 669.

The Property is shown as Tax Map No. 44-42A among the land records of the County of Culpeper, 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.

AND SUBJECT, HOWEVER, to the Restriction that Grantee may not transfer or convey the Easement herein conveyed to Grantee unless Grantee conditions such transfer or conveyance on the requirement that (1) all Restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by IRC §170(h)(3) and the applicable Treasury Regulations promulgated thereunder.

The Restrictions hereby imposed on the use of the Property are in accord with the policy of the Commonwealth of Virginia, as set forth in Title 10.1, Chapters 17 and 22 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 Grantor covenants to do and not to do upon the Property, and the Restrictions which Grantee is hereby entitled to enforce, shall be as follows:

1. **BASELINE DOCUMENTATION REPORT:** The parties agree that the photographs of the Property taken by Joanna Wilson, Easement Program Archaeologist, of the Virginia Department of Historic Resources on December 20, 2011 (Virginia Department of Historic Resources negative number 24950) accurately document the appearance and condition of the Property as of the date of this Easement. The negatives of the photographs shall be stored permanently in the archives of the Virginia Department of Historic Resources, which is located at 2801 Kensington Avenue, Richmond, Virginia, or its successors. Hereafter, the Property shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes that are expressly permitted hereunder. Grantor warrants that it has made available to Grantee, prior to the time the donation is made, baseline documentation sufficient to establish the condition of the property at the time of the gift. The parties agree that the Baseline Documentation Report supplied and contained in the files of Grantee accurately describes the conditions and character of the Property at the time of this Easement.
2. **DIVISION:** The property shall not be divided, subdivided into, or separately conveyed as more than one parcel. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions or subdivisions of the Property, provided

that Grantee approves such adjustments, is made party to any 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 granted to and held by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by Grantee.

The parties hereto acknowledge that the Virginia Department of Transportation ("VDOT") and/or the County of Culpeper ("County") may undertake the widening or improvement of Carrico Mills Road (Route 669), which may require the use of a portion of the Property. Such use, and any necessary sale of needed land to the VDOT and/or the County, shall not be considered a subdivision and shall not be prohibited by this Easement provided that (i) the VDOT and/or the County certifies that there is no prudent and feasible alternative to using a portion of the Property (ii) the project includes all reasonable action, which may include landscaping and other topographic improvements, to minimize harm to the Property resulting from such use, and (iii) the parties hereto are consulted in planning such actions to minimize harm to the Property. Use of the Property for public road projects is limited to the widening or improvement of Carrico Mills Road (Route 669).

3. PERMITTED BUILDINGS, STRUCTURES AND AMENITIES: No permanent or temporary building, structure, or amenity shall be built or maintained on the Property other than:

- (i) Existing Buildings. The following buildings and structures exist on the Property as of the date of this Easement: One (1) frame single-family dwelling, one (1) concrete block tenant house, one (1) woven-wire dog run, one (1) concrete block office, one (1) frame calf barn, one (1) frame dairy barn, one (1) dry cow and heifer barn, one (1) frame shed, one (1) free-stall barn, and two (2) concrete pads. These buildings and structures may be maintained in place, or may be expanded, demolished, or removed from the Property with Grantee's prior approval; and
- (ii) Primary Dwelling. One (1) single-family dwelling not to exceed four thousand, five hundred (4,500) square feet of aboveground enclosed living area or thirty-five (35) feet in height, to be reconstructed in the area of the existing primary home located on the center hill top of the property as depicted on "Attachment A" attached hereto or in another location approved Grantee at the time of construction; and
- (iii) Secondary Dwelling. One (1) single-family tenant or secondary dwelling, not to exceed three thousand, five hundred (3,500) square feet of aboveground enclosed living area or thirty-five (35) feet in height to be

reconstructed in the area of the existing secondary home location; and

- (iv) **Outbuildings and Structures.** Outbuildings and structures commonly and appropriately incidental to the single-family dwellings permitted under subparagraphs (i), (ii) and (iii) above and sized appropriately to serve as an amenity to single family residential use, not to exceed in the aggregate one thousand, five hundred (1,500) square feet of ground area or footprint. Grantor shall be entitled to a swimming pool or a tennis/sport court accessory to the principal and secondary dwellings upon written approval from Grantee, which approval is limited to, location, size and screening as Grantee deems reasonably necessary to protect the Conservation Values; and
- (v) **Farm Buildings.** Farm buildings and structures, commonly or appropriately incidental to the activities permitted in subparagraph 6(ii); and
- (vi) **Battlefield Amenities.** Amenities such as walking trails, nature trails, footpaths, parking facilities, signs, and markers appropriate for the preservation, maintenance, exhibition, and interpretation of the property as a Civil War Battlefield, and which do not interfere with farming activities. The construction by Grantor of walking trails or footpaths to aid in the historical interpretation of the Property as a Civil War battlefield are permitted, provided the prior written approval of Grantee has been obtained. Such final approval shall be based on Grantee's evaluation of the proposal, methodology, and review of detailed site plans and the impact of the proposed project on the Conservation Values of the Property; and
- (vii) **Silage Laydown Area.** One two hundred fifty (250) by two hundred fifty (250)-foot pad, to be graveled or asphalted, for the express purpose of filling and maintaining silage storage bags; and
- (viii) **Parking Pad.** One ninety (90) by sixty (60)-foot parking pad, to be constructed adjacent to the existing frame shed, for use as a turnaround for tractor-trailer deliveries; and
- (ix) **Private Connecting Roads and Utilities.** Private roads, ingress/egress roads and utilities that serve only permitted dwellings and associated structures, or access to an adjoining property and roads with permeable surfaces for other permitted uses, buildings or structures, may be constructed and maintained, with prior written approval of Grantee and with sixty (60) days advance written notice to Grantee. Public or private utilities that do not serve the Property shall not cross the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the Conservation Values of the Property and gives its prior written

approval for such construction and maintenance, which approval shall take into consideration the visibility and other impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve such public or private utilities. Grantor also reserves its right to construct a private connecting road between the Silage Laydown Area and the frame shed; and

- (x) **Collective Footprint.** The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 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 may approve such increase. For the purpose of this paragraph, the collective footprint is the ground area measured in square feet of the permitted buildings, structures, and amenities as set forth in subsections (i) through (vii) above and all other impervious surfaces, excluding roads.

Grantor reserves the right to continue all manner of existing residential and agricultural use and enjoyment of the Property including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials (or improved materials if permitted); the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Restrictions and purposes of this Easement.

4. **ALTERATIONS AND NEW CONSTRUCTION:** No buildings, structure, or amenity permitted in Paragraph 3(i) – 3(viii) above shall be constructed, altered, restored, renovated, extended, or demolished except in a way that would, in the opinion of Grantee, be in keeping with the historic and architectural character of the Property and consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* ("Secretary's Standards") as these may be amended from time to time, specifically, the *Standards for Reconstruction*, and provided the prior written approval of Grantee to such actions shall have been obtained. The location, size (in keeping the size limitations set forth in Paragraph 3 above), and design of any new building, structure or amenity permitted in Paragraph 3 (i)–3(vii) are subject to the prior written approval of Grantee.
5. **STANDARD FOR REVIEW.** In exercising any authority created by this Easement to inspect the Property or to review any construction, reconstruction, alteration, repair, or maintenance activity, Grantee shall apply the Secretary's Standards.
6. **INDUSTRIAL AND COMMERCIAL ACTIVITY:** Industrial or commercial activities other than the following are prohibited:

- (i) activities related to the preservation, maintenance and interpretation of the Property as a Civil War battlefield, provided that prior to each such event, all affected areas are completely surveyed by a professional archaeologist who meets or exceeds the Secretary of the Interior's Professional Qualification Standards and provided that all archaeological sites, deposits and features are avoided during such activities. All work performed pursuant to this subsection shall be reviewed and approved in writing by Grantee; and
 - (ii) agriculture, livestock production (animal husbandry), crop or grain farming, horticulture, viticulture, silviculture, equine activities, and forestry; and
 - (iii) processing and sale of products produced on the Property so long as no additional buildings are required; and
 - (iv) small scale incidental commercial or industrial operations related to activities set forth in (i) and (ii) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement; and
 - (v) game hunting and fishing; and
 - (vi) 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
 - (vii) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance; and
7. **ARCHAEOLOGY:** Ground-disturbing activity or earth removal may require archaeological survey or investigation, if, in the opinion of Grantee, such ground disturbing activity or earth removal may impact archaeologically significant deposits, sites, or features on the Property. Archaeological survey or investigation may be undertaken on the Property only if a scope of work for such survey or investigation is reviewed and approved in writing in advance by Grantee and only if said survey or investigation is performed in accordance with the *Secretary of the Interior's Standards for Archeology and Historic Preservation* and under the supervision of a professionally qualified archaeologist. Any such survey or investigation shall be designed to protect, preserve or recover archaeologically significant deposits, sites, or features in the area of the proposed ground disturbing activity. Artifacts and objects of antiquity recovered from the Property shall remain in Grantor's possession. Grantor may choose to donate any or all artifacts and objects of antiquity to Grantee or to another museum or educational organization with Grantee's approval. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features on the Property shall be preserved and curated according to the Virginia Department of Historic Resources *State Collection Management Standards* (March 22, 2007). Grantor shall take reasonable precautions to protect archaeological deposits, sites, or features on the Property

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from looting, vandalism, erosion, mutilation, or destruction.

8. **TRASH:** Accumulation or permanent dumping of trash, refuse, junk, or any other unsightly or offensive material is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush or "burn" piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable laws and regulations.
9. **TREES AND VEGETATION:** Management of trees and vegetation on the Property shall be in accordance with sound arboreal, horticultural, and/or agricultural, practices and in such a way that is consistent with the Conservation Values of the Property. 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 and the Virginia Department of Forestry. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 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. The mature forest on the Property shall not be materially disturbed except in connection with a forest management plan approved in writing by Grantee which plan shall provide for the management of the forest on the Property to maintain, preserve, or enhance the conservation values. This provision does not prevent the non-commercial *de minimis* harvest of trees for trail clearing, firewood for domestic uses on the Property, removal of dead, diseased, or dying trees that are hampering the farming or residential use of the Property or pose an imminent safety hazard to human health or safety, or removal of invasive species as defined in the Virginia Department of Conservation and Recreation's publications: *Invasive Alien Plant Species of Virginia*. In the event of a natural disaster or upon the event of converting the property from forest cover to open field, or open field to forest cover, in order to restore the property to its documented historic tree cover related to the Civil War battlefield, landscape restoration shall be permitted with a plan having been first approved in writing by Grantee. Such approval shall be based on Grantee's evaluation of the project and written approval indicating that the removal or planting of timber will not harm or destroy the battlefield's historic setting, nor any character defining landscape features, nor any archaeologically significant deposits, sites, or features within the project area.

GRADING, BLASTING, AND MINING: Grading, blasting, or earth removal shall not alter the topographic aspect of the Property, except (i) as required in the construction of permitted buildings, structures, trails, or roads and (ii) to remove or redistribute accumulated sand and dirt from the lands adjacent to Mountain Run as needed for agricultural uses or to restore the Property after damages or changes incurred by acts of nature. Generally accepted agricultural activities shall not constitute any such alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on or beneath

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the Property is prohibited.

10. **VEGETATED BUFFER:** To protect water quality a thirty-five (35) foot buffer strip ("Buffer Strip") shall be maintained in all forested areas, along each edge of any wetland, perennial stream or river, sinking streams, or lakes, ponds, or other waterbodies with perennial outflow on the Property, and at a width of fifty (50) feet along Mountain Run, as measured from the top of the bank, except as set forth below. In non-forested areas adjoining said wetland, perennial stream or river, sinking streams, or lakes, ponds, or other waterbodies with perennial outflow, there shall be no plowing, cultivation, or other each disturbing activity in a thirty-five (35) foot vegetated buffer strip ("Buffer Strip") along each edge of said wetland, perennial stream or river, sinking streams, or lakes, ponds, or other waterbodies with perennial outflow on the Property and at a width of fifty (50) feet along Mountain Run, as measured from the top of the bank, except as set forth below. Further, there shall be no damaging or filling of wetlands, except as set forth below. "Wetlands" are defined as any area marked as wetlands on county, state or federal maps, and any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils, or any land below an identifiable debris line left by water action. Nothing contained herein shall prohibit or prevent the Grantor from undertaking efforts to create additional wetlands on the Property.

(i) Within any Buffer Strip there shall be no buildings, substantial structures, or other impervious surfaces constructed or placed; no dumping or storage of compost, manure, fertilizers, chemicals, machinery, or equipment; no mowing, cultivation or other earth disturbing activity conducted, except as may be reasonably necessary for (a) wetland or stream bank restoration and erosion control pursuant to a government permit, (b) fencing along or within the buffer area, (c) removal of individual trees presenting a danger to persons or property and removal of diseased, dead or invasive trees, shrubs or plants (as defined in the Virginia Department of Conservation and Recreation's publication: *Invasive Alien Plant Species of Virginia* or other, independent authoritative source), (d) construction and maintenance of two (2) stream crossings of no more than thirty (30) feet in width for vehicular and pedestrian traffic which do not obstruct of water flow, livestock crossings shall be limited and designated in accordance with the conservation plan required pursuant to Paragraph 11, (e) creation and maintenance of foot or horse trails with unimproved surfaces, (f) limited mowing up to three (3) times in a single calendar year, is permitted in the months of September through March to control non-native or invasive species or protect trees and other plants planted in the Buffer Strip; and (g) archaeological investigation subject to Paragraph 7.

(ii) Livestock shall be fenced out of all Buffer Strips. To the extent required, new fencing to exclude livestock from the Buffer Strips shall be established within two (2) years of the recordation of this Easement and thereafter maintained.

(iii) Stream channel and riparian buffer preservation and restoration programs are permitted along Mountain Run and its tributaries. A preservation and/or restoration plan must be submitted for Grantee's review and written approval prior to initiation of any such .

The prohibitions in (i), (ii) and (iii) shall not preclude the repair or replacement of any structures existing as of the date of this Deed of Gift of Easement or the construction or maintenance or reasonably sized fencing, mailboxes, gate posts, or permitted signs that do not diminish, impair, or interfere with the purpose and intent of this Easement.

11. **AGRICULTURAL PRODUCTION:** As long as the Property is used for agricultural purposes, it shall have, and shall be managed in accord with, a written Farm Conservation Plan, which shall be prepared for the Property by, or in consultation with, the Culpeper County Soil and Water Conservation District or the Natural Resources Service Conservation Service representative, within six (6) months of the date hereof. The Farm Conservation Plan shall stipulate the use of Best Management Practices for water quality protection, be approved in advance by Grantee, and may, from time to time, be modified or amended by mutual agreement of Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not be inconsistent with or conflict with, diminish, impair or interfere with the Conservation Values protected by this Easement.
12. **SIGNS:** No sign, billboard, or outdoor advertising structure shall be displayed on the Property without the consent of Grantee, other than signs not exceeding nine (9) 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 Property, (iii) to advertise the Property for sale or rental, (iv) to provide notice necessary for the protection of the Property and for giving directions to visitors, and (v) to provide historical interpretation and information to visitors to the Property as a Civil War battlefield site, (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed.
13. **PUBLIC ACCESS:** The parties hereby acknowledge that the Property is visible from the public right-of-way on Carrico Mills Road (Route 669) in Culpeper County and that members of the general public may view the Property from said right-of-way. Grantor shall make the Property accessible to the public on a minimum of one (1) day per year. This requirement may be fulfilled through a battlefield tour, or similar event that is open to the general public. Grantor may have a representative present during such public access, and access may be subject to reasonable restrictions to ensure security of the Property and safety of the visitors. At other reasonable times but not to exceed one (1) day per year, upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the property at a date and time convenient to Grantor. In addition, Grantee may take photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property

and may use or publish them (or authorize others to do so) to fulfill its charitable or educational purposes. The access granted hereunder or any permission to enter the Property by Grantors or Grantee shall not be construed as an invitation or license, and Grantor and Grantee do not assume any liability to the general public for accidents, injuries, acts, or omissions beyond that defined by the standard of care owed by landowners under Virginia Recreational Use Statutes § 29.1-509 and any other applicable law. Although this Easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Property, and Grantor shall retain exclusive right to such access and use.

14. **INSPECTIONS:** Grantee and its representatives may enter the Property from time to time, upon reasonable notice to Grantor, for the sole purpose of inspections (including photographic documentation of the Property) and enforcement of the terms of the Easement granted herein.
15. **EASEMENT MARKER:** Grantee, in its discretion, and upon reasonable notice to Grantor, may erect at a location acceptable to Grantor, a single marker or sign, not exceeding two feet by two feet, which states the name of Grantee and advises that Grantee owns the easement granted herein.
16. **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 restrictions, covenants, conditions, and utility and access easements of record) including, but not limited to, any mortgages not subordinated to this Easement.
17. **ENFORCEMENT:** Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to (i) require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of this Deed of Gift of Easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; (ii) to recover any damages arising from non-compliance, and (iii) 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 Grantee any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantors hereby waive any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. 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. Further, this easement shall not be construed to impose any affirmative obligation upon Grantor to reconstruct any building or structure

destroyed by fire, wind, or any other cause, or to restore any real property so damaged or changed.

18. **APPROVALS:** Whenever a written request for Grantee's approval is submitted pursuant hereto and Grantee fails to respond in writing within thirty (30) days of receipt of such request, then Grantee shall be deemed to have approved the request, and Grantor may proceed with the action for which approval was requested. Nothing herein shall be construed, however, to require Grantee to issue a final decision on such request within such 30-day period, provided that such final decisions are issued in as timely a fashion as is practicable under the circumstances. Such circumstances shall include the complexity of the request or proposed project, the amount of information submitted with the initial request, and the need for on-site inspections or consultations. No approval required hereunder shall be unreasonably withheld by Grantee.
19. **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 intentional or grossly negligent acts or omissions occurring prior to transfer shall survive transfer.
20. **TRANSFER OF TITLE:** Prior to any *inter vivos* transfer of title to the Property, excluding deeds of trust given for the purpose of securing loans, Grantor shall notify Grantee in writing.
21. **AMENDMENT:** Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add to the restricted property, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the Conservation Values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land" or (v) affect the status of Grantee as a "qualified organization" or "eligible donee". No amendment shall be effective unless documented in a notarized agreement executed by Grantee and Grantor and recorded among the land records of the County of Culpeper, Virginia.
22. **SEVERABILITY:** 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.
23. **GRANTEE'S PROPERTY RIGHT:** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the

sale bears to the value of the Property as a whole at that time.

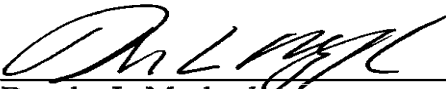
- 24. CONVERSION OR DIVERSION:** Grantor and Grantee intend that this Easement shall be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of §10.1-1704 of the Open-Space Land Act which does not permit extinguishment of open-space easements or loss of open space.
- 25. EXTINGUISHMENT:** Notwithstanding the provisions of §10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement, such extinguishment can be carried out only by judicial proceedings and only if in compliance with §10.1-1704 and IRC §170(h) and applicable Treasury Regulations. In any sale or exchange of the Property subsequent to an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Paragraph 24 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. Grantee shall use off its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this easement, of Virginia Code §10.1-2200 *et seq.*, and of the Open-Space Land Act.
- 26. APPRAISAL:** 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 IRC §1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. Grantee makes 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. The parties hereto intend that the Easement conveyed herein shall be a qualified conservation contribution within the meaning of IRC §170(h) 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. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
- 27. DEFINITIONS:** In this easement "Grantor" shall include Grantor and its successors and assigns, and "Grantee" shall include Grantee and its successors and assigns.
- 28. NOTEHOLDER CONSENT:** The Fauquier Bank, herein Lender, is the Noteholder under a certain²Deed of Trust dated April 12, 2012, and recorded in the Clerk's Office of the Circuit Court of Culpeper County Virginia in Deed Book _____ at Page _____, or as instrument No. 120002146*, which subjects the Easement Property to Lender's lien. As evidenced by _____, the signature hereto of its authorized representative, Lender hereby consents to the terms and intent of this and No. 120002148

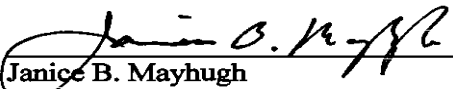
301000 ..
easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement.

Acceptance by Grantee of this conveyance is authorized by §§10.1-2204 and 10.1-1701 of the Code of Virginia of 1950, as amended.

Witness the following signatures and seal:

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

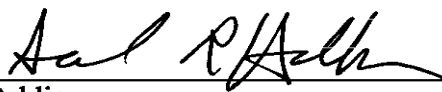
 (SEAL)
Douglas L. Mayhugh

 (SEAL)
Janice B. Mayhugh

COMMONWEALTH of VIRGINIA)
COUNTY of CULPEPER), to-wit:

The foregoing instrument was acknowledged before me this 12th day of
April, 2012, by Douglas L. Mayhugh and Janice B. Mayhugh collectively
Grantor therein.




Notary Public

My commission expires: _____

Registration Number: _____

[SEAL]

[Counterpart Signature Page 2 of 4]

Accepted:

VIRGINIA BOARD of HISTORIC RESOURCES

By: [Signature]
Kathleen S. Kilpatrick
Director, Department of Historic Resources

COMMONWEALTH of VIRGINIA)
CITY of RICHMOND), to-wit:

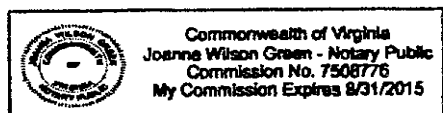
The foregoing instrument was acknowledged before me this 17th day of May, 2012, by Kathleen S. Kilpatrick, Director, Department of Historic Resources, on behalf of the Virginia Board of Historic Resources, Grantee therein.

[Signature]
Notary Public

My commission expires: 8/31/2015

Registration Number: 7508776

[SEAL]



[Counterpart Signature Page 3 of 4]

Consented to:

FAUQUIER BANK

By:

Name

Title

Date:

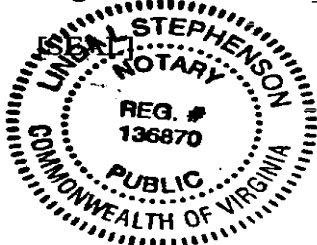
COMMONWEALTH of VIRGINIA)
FAUQUIER COUNTY), to-wit:

The foregoing instrument was acknowledged before me this 24th day of April, 2012, by Giffney A. Sisson (name of officer), Senior Vice President (title of officer) of Fauquier Bank, a Virginia (state of incorporation) corporation, on behalf of the corporation.

Linda L. Stephenson
Notary Public

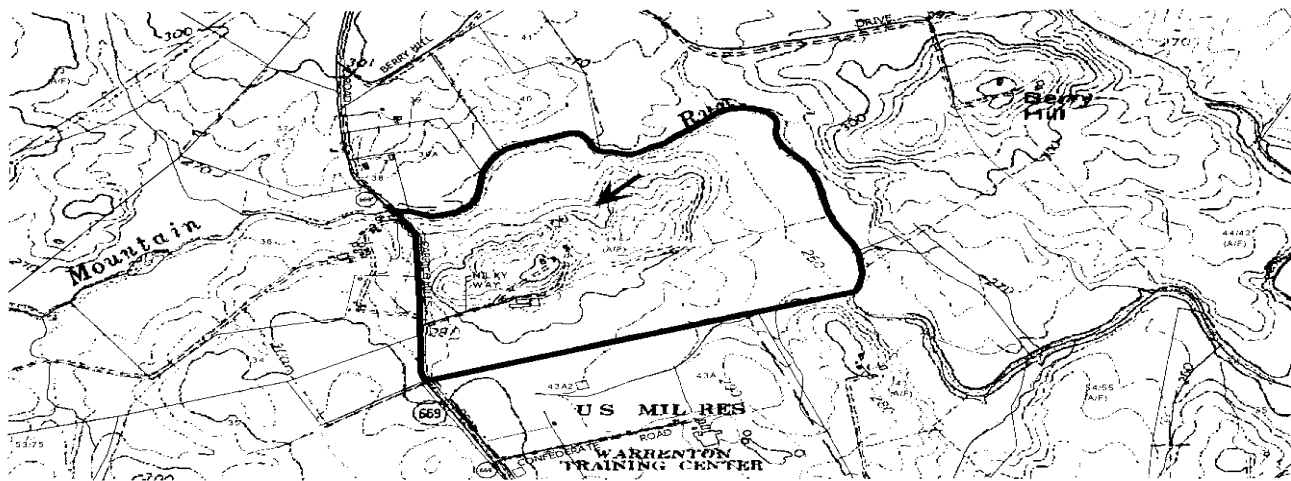
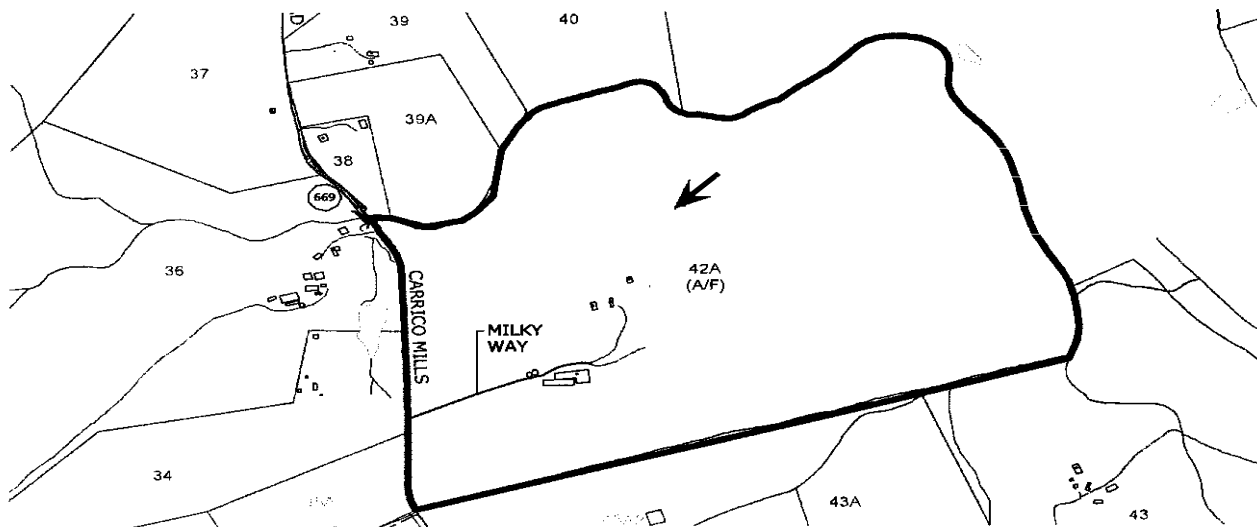
My commission expires: 12/31/13

Registration Number: 136870



ATTACHMENT A

Douglas L. Mayhugh Et Ux / Mountain Valley Farm
 22031 Milky Way, Elkwood, VA 22718 / P. O. Box 99, Brandy Station, VA 22714
 Culpeper County Parcel 44-42A (241.96 acres)



000111

000111

INSTRUMENT #120002704
RECORDED IN THE CLERK'S OFFICE OF
CULPEPER ON
MAY 7, 2012 AT 02:30PM

JANICE J. CORBIN, CLERK
RECORDED BY: SAR



Virginia Real Estate Board
https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

22031 Milky Way, Elkwood, VA 22716

PROPERTY ADDRESS/
LEGAL DESCRIPTION:

CARRICO MILLS

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Owner

Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date

DPOR /rev 07/2021

SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: 22031 Milky Way, Elkwood, VA 22718

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

- 2/1 (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- 2/1 ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the seller (check one below):

- ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

1 (c) Purchaser has received and had an opportunity to review copies of all information listed above.

1 (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

1 (e) Purchaser has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Sales Associates' Acknowledgments (initial)

SW 1 (f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Sellers' obligations under this law as evidenced by Seller and Purchaser having completed this form.

Certification of Accuracy

The undersigned have reviewed the information above and certify that to the best of their knowledge the information they have provided is true and accurate.

SELLER:

11/21/2021 [Signature]
 Date Signature

11/22/23 [Signature]
 Date Signature

11/22/23 [Signature]
 Date Signature of Listing Associate

PURCHASER:

1 [Signature]
 Date Signature

1 [Signature]
 Date Signature

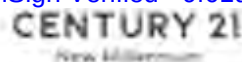
1 [Signature]
 Date Signature of Selling Associate



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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (Virginia)

To: Ibu LLC

From: CENTURY 21® New Millennium

Property: 22031 Milky Way, Elkwood, VA 22718

Date: 11/21/2023

This is to give you notice that CENTURY 21® New Millennium ("Real Estate Broker") has business relationships with First County Mortgage, LLC ("FCM"), which provides mortgage services, Bay County Title, LLC ("BCT") and Bay County Settlements, LLC ("BCS"), which both provide settlement services and title insurance services, and Harbour, LLC ("Harbour"), and Capstone Insurance Group, Inc. ("CIG"), both of which provide homeowners' and flood insurance services. NM Management, Inc. ("NM"), which owns Real Estate Broker, is the 100% owner of FCM and BCS. NM has an 82% ownership interest in BCT, and Hazelwood Title & Escrow, Inc. ("Hazelwood"), a title insurance agency, has a 18% ownership interest in BCT. NM has a 49% ownership interest in Harbour and a referral relationship with CIG. Because of these relationships, Real Estate Broker's referral of business to FCM, BCT, BCS, Harbour and/or CIG may provide Real Estate Broker, NM, and/or their employees or affiliates a financial or other benefit.

In addition, in connection with the purchase or sale of this property, you may desire to purchase a home warranty. Be advised that Real Estate Broker has entered into a marketing and advertising arrangement with HSA Home Warranty ("HSA"). While Real Estate Broker has no ownership interest in HSA, Real Estate Broker does receive fees from HSA for its promotional and advertising services.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider, or HSA, as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AT THE BEST RATE FOR THESE SERVICES.

<u>Provider</u>	<u>Settlement Services</u>	<u>Charge/Range of Charges</u>																								
First County Mortgage	Loan Origination Fee	1 % of loan amount																								
	Loan Discount Fee/Points	% of loan amount																								
	Underwriting Fee																									
	Processing Fee																									
SA Home Warranty	Home Warranty Service																									
Bay County Settlement																										
Bay County Title	Title Insurance	<table> <tr> <th></th><th>Rate per 1</th><th>% of coverage</th></tr> <tr> <td>First 2 0,000</td><td></td><td>4.10 4.92</td></tr> <tr> <td>2 0,001 100,000</td><td></td><td>.89 4.</td></tr> <tr> <td>100,001 1,000,000</td><td></td><td>. 4.24</td></tr> <tr> <td>1,000,001 2,000,000</td><td></td><td>2. 2.8</td></tr> <tr> <td>2,000,001 5,000,000</td><td></td><td>2.10 2. 2</td></tr> <tr> <td>Over 5,000,000</td><td>Call Company for Quote</td><td></td></tr> <tr> <td>Simultaneous Issue Rate</td><td></td><td>200</td></tr> </table>		Rate per 1	% of coverage	First 2 0,000		4.10 4.92	2 0,001 100,000		.89 4.	100,001 1,000,000		. 4.24	1,000,001 2,000,000		2. 2.8	2,000,001 5,000,000		2.10 2. 2	Over 5,000,000	Call Company for Quote		Simultaneous Issue Rate		200
	Rate per 1	% of coverage																								
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Over 5,000,000	Call Company for Quote																									
Simultaneous Issue Rate		200																								
Bay County Settlement	Binder Fee	11																								
Bay County Title	Settlement Fee	2																								
	Title Examination Fee	12 2																								
	Delivery / Copies	1																								

C 99 909 v1 0 10088 00001

Seller [Signature] / Buyer /

ar our LLC
Cap tone In urance Group Inc

Homeowner's Insurance, Flood Insurance
Other Personal Insurance Products

The cost of homeowners insurance, flood insurance, and/or personal insurance products varies depending on several factors, including but not limited to: size, value, and age of the structures, geographical location, construction type, value of contents, intended use, and credit scores.

AC NOWLE GMENT

I/we have read this disclosure form, understand that Real Estate Broker is referring me/us to purchase the above described settlement service(s) and that Real Estate Broker, NM, their employees and/or affiliates may receive a financial or other benefit as a result of this referral, and understand that Real Estate Broker receives a fee for performing promotional and advertising services for HSA.



Tenant or Landlord's Signature /DWDSP

Date 11/21/2023

Tenant or Landlord's Signature

Date

Tenant or Landlord's Signature

Date

Tenant or Landlord's Signature

Date

2. CLAUSES

A. BACK-UP CONTRACT This Contract is first back-up to another contract dated _____ between Seller and _____ as Buyer.

This Contract becomes the primary contract immediately upon Notice from Seller that the other contract is void. All deadlines contained in this Contract shall be measured from ☐ Date of Ratification **OR** ☐ date this Contract becomes primary. Additionally, Settlement Date will be _____ days after the date this Contract becomes primary. Buyer may void this back-up Contract at any time by Delivering Notice to Seller prior to Delivery of Notice from Seller that this Contract has become the primary contract. If the other contract settles, this Contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up Contract.

B. "AS IS" PROPERTY CONDITION The following terms in this Contract are hereby amended (check all that apply):

- ☒ All clauses pertaining to delivery of Property free and clear of trash and debris and broom clean are deleted
- ☒ Buyer assumes responsibility for compliance with all laws and regulations regarding smoke detectors
- ☒ All clauses pertaining to termites and wood-destroying insects are deleted
- ☒ All clauses pertaining to Seller's compliance with all orders or notices of violation of any county or local authority are deleted
- ☒ All requirements for Seller to comply with Property Owners' or Condominium Owners' Associations notices of violations related to the physical condition of Property are deleted

C. UNREPRESENTED SELLER OR BUILDER AND BUYER'S BROKER Upon Seller's irrevocable instruction, it is understood and agreed by all parties that _____ (Cooperating Broker's name) of _____ (Cooperating Broker's firm) is acting as an agent solely representing Buyer in this transaction ("Buyer's Broker"). Seller agrees to pay Buyer's Broker a payment of \$_____ ☐ in cash **OR** ☐ _____ % of the total sales price. Settlement Agent is hereby irrevocably directed to deduct Buyer's Broker fee from Seller's proceeds of the sale at Settlement. The parties acknowledge that Buyer's Broker relationship was disclosed to Seller and/or Seller's agent prior to showing Property to Buyer.

D. 1031 EXCHANGE (BUYER) Property is being acquired to complete an IRC Section 1031 tax-deferred exchange pursuant to an exchange agreement. This Settlement will be coordinated with _____,



C:

O:

Want to Make an Offer?

PROPERTY ADDRESS:

Please see View Docs in Bright MLS for disclosures and information on making an offer.

CONVEYANCES:

Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated.

#	ITEMS	#	ITEMS	#	ITEMS
	Alarm System		Fireplace		Screens
	Built-In Microwave		w/ Screen/Door		Shades/Blinds
	Ceiling Fan		w/ Gas Log Insert		Storage Shed
	Central Vacuum		Freezer		Storm Doors
	Clothes Dryer		Furnace Humidifier		Storm Windows
	Clothes Washer		Garage Opener		Stove or Range
	Cooktop		w/ Remote		Trash Compactor
	Dishwasher		Hot Tub, Equipment & Cover		TV Antenna
	Disposer		Intercom		Wall Mount TV Bracket
	Draperies/Curtains		Playground Equipment		Wall Oven
	Drapery/Curtain Rods		Pool, Equipment & Cover		Water Treatment System
	Electronic Air Filter		Refrigerator		Window A/C Unit
	Exhaust Fan		w/ Ice Maker		Window Fan
	Existing Wall-to-Wall Carpet		Satellite Dish		Wood Stove

OTHER:

AS-IS ITEMS:

LEASED ITEMS:

FUEL TANKS, SOLAR PANELS, AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:



Want to Make an Offer?

UTILITIES:

Water Supply:	Public	Well			
Sewage Disposal:	Public	Septic			
Heating:	Oil	Gas	Electric	Heat Pump	Other
Hot Water:	Oil	Gas	Electric	Other	
Air Conditioning:	Gas	Electric	Other		

Useful Information for Making an Offer:

Property Information:

Address:
TAX MAP/ID:
Subdivision:
County:
Legal Description:

Seller Information:

FIRPTA Addendum (if applicable):

Homeowners Association: YES NO

Preferred Terms:

Financing	— Please include lender letter and copy of EMD with your offer.
Contract	— Please use appropriate state and jurisdictional forms for offer.
Disclosures	— Please see documents section in Bright MLS for disclosures and conveyances.
Delivery	— Deliver to seller by EMAIL to:
Title Company	—
Mortgage Company	—

Listing Broker & Agent Information:

Listing Broker Name:	Agent Name:
Address:	Agent Email:
Phone:	Agent Phone:
MLS Broker Code:	MLS Agent ID #:
Firm License #:	Agent License #: