



*The forms in this Appendix are samples only, and should not be used for application purposes. Forms are subject to revision by the Jefferson County Farmland Protection Board without prior notice.*

## 6. SAMPLE DEED OF CONSERVATION EASEMENT

The Land Trust of the Eastern Panhandle shall assure that conservation easements or other interests in land acquired under this agreement:

- run with the land in perpetuity or a minimum of thirty years, in the case where a conservation easement is acquired for a term less than perpetuity, the Land Trust of the Eastern Panhandle must secure approval of the NRCS National Office.
- prevent the land from being converted to nonagricultural uses
- provide for the management and administration of the easement or other interests in land by the Land Trust of the Eastern Panhandle
- require management of the property in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office technical guide, 7 CFR, Part 12, and is approved by the Conservation District
- where parcels are being enrolled in FPP based on historical and archaeological resources, a paragraph identifying standards and guidelines for treatment and maintenance of these resources is required within the deed. These guidelines should be based on the Secretary of Interior's Standards and Guidelines for Historic Preservation. The Land Trust of the Eastern Panhandle will ensure that title restriction to protect any historical and archaeological structure(s) is appended to the deed and included in any succeeding transfers, and
- include the following "Contingent Right in the United States of America" provision where title is held by the Land Trust of the Eastern Panhandle:
- in the event that the Land Trust of the Eastern Panhandle fails to enforce any of the terms of this easement (or other interests in land), as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law. In the event that the Land Trust of the Eastern Panhandle attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement (or other interests in land) or extinguish the conservation easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement (or other interests in land) shall become vested in the UNITED STATES OF AMERICA"
- include signature of a responsible NRCS official on the Conservation deed, accepting the United States' property interest in the deed



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**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_, (Husband and Wife/Owners) OR \_\_\_\_\_ a [state of incorporation] corporation having an address at \_\_\_\_\_

\_\_\_\_\_ ("Grantors"), the Jefferson County Farmland Protection Board having its mailing address at P. O. Box 731, Charles Town, WV 25414-0731 ("Grantee"), and \_\_\_\_\_ having the same rights conveyed to the Grantee, and having its mailing address at \_\_\_\_\_ ("Co-holder"). For purposes of this agreement, references to the rights, duties and obligations of the Grantors apply equally and in full force to any successors to the parties to this agreement.

**WITNESSETH:**

WHEREAS, grantors are the sole owners in fee simple of certain real property in Jefferson County, West Virginia, consisting of \_\_\_\_\_ acres of land, more or less, being Tax Map Parcel # \_\_\_\_\_ and more particularly described in Exhibit A, incorporated by reference (the "Property"). The Property is also described in a deed record in the Jefferson County Clerk's offices at \_\_\_\_\_ [deed book page] and

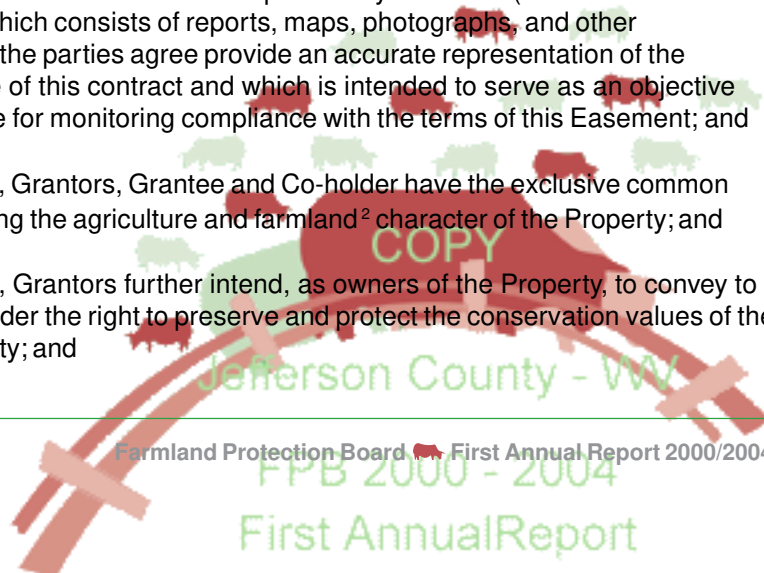
WHEREAS, the property possesses agricultural, farmland<sup>2</sup> and natural values (collectively, "conservation values") of great importance to the Grantors, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind; and

WHEREAS, in particular, \_\_\_\_\_ [describe specific conservation values]; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated \_\_\_\_\_, \_\_\_\_\_, on file at the offices of Grantee and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantors, Grantee and Co-holder have the exclusive common purpose of preserving the agriculture and farmland<sup>2</sup> character of the Property; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee and Co-holder the right to preserve and protect the conservation values of the Property in perpetuity; and





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APPENDIX — FARMLAND PROTECTION

WHEREAS, the Legislature of the State of West Virginia ("Legislature") recognizes the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, and scenic resources of the State of West Virginia; and

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the protection of agricultural land. The legislature authorizes the state of West Virginia and its counties so desiring to protect agricultural land and woodland as land, to develop programs and to accept qualifying properties voluntarily entered into the program; and

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agriculture products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls the urban expansion which is consuming land, topsoil and woodland of the County; and

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program; and

WHEREAS, the Grantee is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property; and

WHEREAS, the Co-holder is a non-profit corporation incorporated under the laws of the State of West Virginia and a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code and qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve land for natural, historic, scenic, recreational, environmental, agricultural, scientific, charitable, educational and aesthetic purposes; and

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantors hereby voluntarily grant, bargain, and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural,



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agricultural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

### I. TERMS, CONDITIONS AND RESTRICTIONS

Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns (Property Owner), all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of the Grantor and Grantee:

- 1. Use and Quiet Enjoyment.** The Property Owner has the right to reside on the property and to benefit from all aspects of the quiet enjoyment of the Property. The Property Owner has the right to engage in any and all personal recreational uses of the property, including but not limited to hiking; touring; swimming; biking; hunting and fishing; and all those other uses; that require no development of the land.
- 2. Agricultural Uses of the Land.** The Property Owner may engage in any and all agricultural uses of the Property.
  - (a)** These agricultural uses include the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts and vegetables of all kinds; nursery, floral, greenhouse products and production of plant food; aquaculture; a winery, microbrewery or grain mill; the primary processing and storage of the agricultural production of the Property; and agritourism.
  - (b)** Any structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property shall be considered an agricultural use of the land.
  - (c)** Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use.
- 3. Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products.
- 4. Activities for Religious, Charitable or Education Purposes or to Foster Tourism.** Activities or businesses undertaken for religious, charitable or education purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural character of the Property.
  - (a)** Non-agricultural commercial and industrial structures are prohibited.



- (b) Accommodation of tourists and visitors shall take place within permitted residential structures and appurtenances, and/or agricultural structures.
- (c) Accommodation of overnight guests shall take place within permitted residential structures.
- (d) Any commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism shall be prohibited.
- (e) Extensive commitment of land resources as required by golf courses, racetracks for uses other than equestrian use, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism shall be prohibited.
- 5. Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, subject to current Jefferson County Planning and Zoning ordinances.
- 6. Residential Dwellings.** The Grantors and Grantee acknowledge the existence of a single residential dwelling currently existing on the property, as more fully described in Exhibit A. No other single residential dwellings shall be constructed or placed on the Property.
  - (a) The Property Owner has the right to maintain, repair, enlarge or replace such single residential dwellings, as they so desire, subject to current Jefferson County Planning and Zoning ordinances.
  - (b) The Property Owner has the right to construct appurtenances such as garages, sheds and recreational facilities, subject to current Jefferson County Planning and Zoning ordinances.
  - (c) Notwithstanding the above, each single residential dwelling may house one or more families or occupants.
- 7. Subdivision.** It is the intention of the Grantors to protect the land<sup>2</sup> values of the Property. Accordingly, subdivision of land shall not be permitted except for each single residential dwelling.
  - (a) The Property Owner shall obtain the written approval, which shall not be unreasonably withheld, of the Grantee prior to filing any sketch, preliminary plat or final plat for such subdivision.
  - (b) Grantee may refuse such written approval if such subdivision of the Property is inconsistent with or potentially detrimental to the expressed purposes of this Easement.
  - (c) All terms, conditions and restrictions under this Easement, shall continue to apply to the Property as a whole and not independently to each subdivided portion of the Property.
- 8. Removal of Natural Resources.** The commercial extraction of minerals, including limestone and shale by surface mining and the extraction and removal from the Property of topsoil, by bulk, shall be prohibited. With the prior written approval of the Grantee, the Property Owner may extract limestone, shale, and similar resources for private use.





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- 9. Commercial Forestry.** The harvesting of timber, either existing naturally on the Property or grown for commercial purposes, for trade or profit shall be prohibited. The growing of Christmas trees, orchards and nursery stock; or the removal, sale and renewal of such, shall not be deemed to be commercial forestry or harvesting of timber. In addition, ornamental plants and woodland products grown for human consumption are not considered commercial forestry or harvesting of timber.
- 10. Non-Commercial Forestry.** The harvesting of timber is acceptable by an approved Timber Management Plan approved by a West Virginia forester and utilizing best timber management practices.
- 11. Hazardous Wastes.** There shall be no storage or dumping of garbage, hazardous substance or toxic waste, nor any placement of underground storage tanks in, on or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils.
- 12. Utilities.** The Property Owner shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground storage tank or above-ground public utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations and cellular telephone or other communication towers.
- 13. Streams, Wetlands and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds.

## II. GENERAL PROVISIONS

- 1. Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
- 2. Rights of the Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee or their agent by this Easement:
  - (a) To preserve and protect the conservation values of the Property;
  - (b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
  - (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision—Grantee's Remedies*.



**3. Grantee Notification/Approval.** The Grantors reserve for themselves the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of the Grantee.

**4. Grantee's Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee

(b) **Injunctive Relief.** The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require the Grantors to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including without limitation costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Any costs incurred by Grantee in enforcing the terms of this Easement against any third party shall be borne by Grantee.

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

**5. Grantee and Co-holder's Rights and Obligations.** The Grantee shall have the primary responsibility for stewardship and monitoring of this Easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by the Grantee or its agent, or the Grantee may arrange to have the Co-holder fulfill these duties. Grantee will share with the Co-holder



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monitoring and stewardship information, including but not limited to written notices to Grantee and monitoring reports, in the event that the Co-holder is not acting to complete these duties through an arrangement with the Grantee.

The Grantee is responsible for any costs incurred in enforcing the terms of the Easement, including any attorney's fees and any costs of a suit. The Grantee and Co-holder shall make every good faith effort to determine a unified course of action should a potential or actual violation of the Easement arise.

The Co-holder shall have the right to enforce the terms of the easement if the Grantee becomes unable or refuses to enforce the Easement, or if the Co-holder in its sole discretion finds that Grantee's enforcement action or consent fails to protect the conservation purposes of this Easement. In such case where the Co-holder individually enforces the terms of the Easement without the agreement or consent of the Grantee, then the Co-holder shall be individually responsible for its own costs.

- 6. Acts Beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee or the Co-holder to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantors could not reasonably have anticipated or prevented, Grantors agree that Grantee has the right to pursue enforcement action against the responsible parties.
- 7. Costs, Legal Requirements and Liabilities.** Grantors, their heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.
- 8. Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or Co-holder to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.) and the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101 et seq.).
- 9. Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.
- 10. Hold Harmless.** Grantors shall hold harmless, indemnify, and defend Grantee and Co-holder and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with





- (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection;
- (b) the result of a violation or alleged violation of, the enforcement of an/or any contribution action relating to any state or Federal environmental statute or regulation including, but not limited to, the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101 et seq.) and statutes or regulation concerning the storage or disposal of hazardous or toxic chemicals or materials;
- (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, state, or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties and only that negligent party shall be deprived of this protection;

**11. Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantor, Grantee, and Co-holder shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined in accordance with the formulas below.

This Easement constitutes a real property interest immediately vested in Grantee and the Co-holder, which, for the purpose of extinguishment, the parties stipulate to have a fair market value determined as the difference in the Property's fair market value on a before and after easement basis. An appraisal made on the Before and After Method is to be obtained from a qualified appraiser, as defined under Section 155 of the Tax Reform Act of 1984. The Grantor, Co-holder and Grantee shall select a single appraiser. If the parties are unable to agree on the selection of a single appraiser, then each party shall name one appraiser and the three appraisers thus selected shall select a fourth appraiser.

**(A) The value to paid to the Grantee:**

- Reimbursements for the value of payments previously made to purchase the Easement, or amounts previously expended in order to complete the Easement acquisition process.

**(B) The value to be paid to the Grantor is to be based upon the following formula:**

- [Fair market value of the Property as encumbered by the Easement divided by Fair market value of the Property unencumbered by the Easement] multiplied by



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- Net of the sale price of the Property **Minus** payments to the Grantee under (A) above.

**(C)** The value to be **paid to the Co-holder** is to be based upon the following formula:

- [Fair market value of the Property unencumbered by the Easement minus Fair market value of the Property as encumbered by the Easement] **divided by** [Fair market value of the Property unencumbered by the Easement] **multiplied by**
- Net of the sale price of the Property **Minus** payments to the Grantee under (A) above.

In making this Easement, Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

**12. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantors shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement. The Grantee and the Co-holder shall be entitled to no compensation under the exercise of eminent domain.

**13. Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the Jefferson County Farmland Protection Board ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to the Co-holder. If there is no Co-holder, or the Co-holder has ceased to exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995).

Any Co-holder to the Easement may assign its rights and obligations under the Easement only with the written approval of both the Grantee and the Grantor.

The Grantee and Co-holder further covenant and agree that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantors.

**14. Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.





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**15. Estoppel Certificates.** Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

**16. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantors \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee     Jefferson County Farmland Protection Board  
                    P. O. Box 731  
                    Charles Town, WV 25414-0731

To Co-holder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party from time to time shall designate by written notice to the other.

**17. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

**18. Amendment.** If compelling circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Jefferson County, West Virginia.

**19. Other Provisions.**

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.



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- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.
- (f) The law governing this agreement shall be the law of the **State of West Virginia.**

IN WITNESS WHEREOF Grantors and Grantee have set their hand:

GRANTOR:

GRANTEE:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

**Jefferson County Farmland  
Protection Board**  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

GRANTOR

CO-HOLDER:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF , to-wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

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STATE OF \_\_\_\_\_

COUNTY OF , to-wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_,

Chairman on behalf of the Jefferson County Farmland Protection Board.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF , to-wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, President on behalf of the \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

### SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Legal Description of Area of Retained Development Rights
- C. Site Descriptions/Map

[End of Form 6]

