

**DEED OF EASEMENT**

**MENOKIN, RICHMOND COUNTY**

***THIS DEED OF EASEMENT***, made this 21<sup>st</sup> day of August, 1997, by **THE MENOKIN FOUNDATION**, a Virginia non-stock corporation, and its heirs, successors and assigns, herein collectively called the Grantor, and the **COMMONWEALTH of VIRGINIA, BOARD OF HISTORIC RESOURCES**, herein called the Grantee,

**WITNESSETH:**

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

**WHEREAS**, Chapter 17, Title 10.1 of the Code of Virginia of 1950, as amended, entitled "Open-Space Land Act," was enacted to preserve open-space lands for historic or scenic purposes, 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**, the Grantor is the owner of a certain tract or parcel of land in Marshall Magisterial District, Richmond County, Virginia, known as "**MENOKIN**", fronting on Cat Point Creek (formerly Rappahannock Creek), containing five hundred (500) acres, more or less, in gross, and being the same property conveyed to the Menokin Foundation by deed of Thomas Edgar Omohundro dated July 4, 1995, recorded in the Office of the Clerk of the Circuit Court of Richmond County in Deed Book 167, pages 558 to 561; and

**WHEREAS**, Menokin includes the ruins of a manor house and its curtilage (together with the **MENOKIN CURTILAGE**) which is of historic and architectural significance and which, together with the surrounding acreage, has historic, scenic, archaeological, and open-space value, and is listed on the Virginia Landmarks Register and the National Register of Historic Places, and has been designated by the Secretary of the Interior as a National Historic Landmark; and

**WHEREAS**, Chapter 1-102 of the 1996 Acts of Assembly, Item 417, appropriated \$50,000 for **MENOKIN** for the purpose described in Section 10.1-2213 of the Code of Virginia; and

**WHEREAS**, Section 10.1-2213(b)(4) of the Code of Virginia conditions the award of these funds on the protection of the property by perpetual easement restrictions satisfactory to the Grantee to preserve those features of the property which led it to be placed on such registers; and

**WHEREAS**, both the Grantor and the Grantee desire to ensure the preservation of the **MENOKIN CURTILAGE** and the protection of the historic and architectural features that led it to be placed on such registers;

**NOW THEREFORE**, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee an easement in gross and right in perpetuity to restrict as herein provided the use of the **MENOKIN CURTILAGE**, which is defined as that portion of the Menokin property surrounding the ruins of the Menokin house which is located within a rectangle, each side of which is a straight line located two hundred feet from and parallel to the nearest side of the foundation of the ruins of the Menokin manor house. The Menokin Curtilage as so described is hereinafter called the **EASEMENT PROPERTY**.

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

1. No building or structure shall be built or maintained on the Easement Property other than (i) the ruins of the manor house, (ii) the ruins of the office dependency, (iii) reconstructions of historic outbuildings or structures which are documented through professional historical or archaeological investigation to have been located on the Easement Property, (iv) permanent or temporary structures as may be necessary for the protection, stabilization, and/or restoration of the ruins of the manor house and office dependency, (v) permanent or temporary buildings or structures as may be necessary for the use of the Easement Property as an architectural conservation and archaeological field school, and (vi) permanent or temporary buildings or structures as may be necessary for the use of the Easement Property as a museum facility.
2. The ruins of the manor house and office dependency shall not be demolished or removed from the Easement Property, nor shall they be altered, restored, or renovated, except in a way that would, in the opinion of the Grantee, be in keeping with the historic character of the Easement Property, as determined by professional architectural, archaeological, and historical research, and provided that the prior written approval of the Grantee to such actions shall have been obtained. Stabilization of the ruins shall be undertaken according to a professional architectural and/or engineering plan approved by the Grantee. No other building or structure shall be constructed, altered, restored, renovated, extended, or demolished except in a way that would, in the opinion of the Grantee, be in keeping with the historic and architectural character of the Easement Property, and provided that the prior written approval of the Grantee to such actions shall have been obtained. The location and design of any new building or structure is expressly made subject to the prior written approval of the Grantee.
3. Scientific conservation of the historic fabric of the ruins of the manor house and office dependency, including stone, brick, mortar, stucco, and timber elements, shall be undertaken according to a professionally developed plan of work approved by the Grantee.
4. Archaeologically significant deposits, sites, or features on the Easement Property shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archaeologist and provided plans for such archaeological activity have been submitted and approved by the Grantee prior to any ground-disturbing activities. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features on the Easement Property shall be treated and preserved according to the Virginia Department of Historic Resources **State Curation Standards (Rev. Nov. 1993)**. The Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Easement Property from looting, vandalism, erosion, mutilation, or destruction from any cause.
5. Trees and vegetation on the Easement Property shall be managed in accordance with sound horticultural practices and in such a way as to prevent damage to the ruins of the manor house and the office dependency, and identified archaeological sites. Trees and

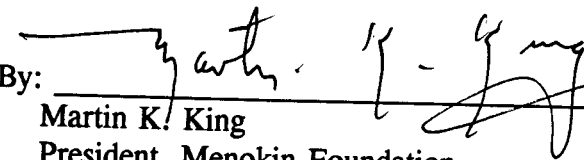
vegetation may be removed from the Easement Property in order to re-establish historic vistas and open space as determined by professional historical and archaeological research.

6. Grading and earth removal shall not alter the topographic aspect of the Easement Property, except as required in the construction of permitted buildings, structures, or roads, for archaeological survey and excavation, and for the restoration of historic grades as determined by professional historical and archaeological research.
7. The location of any new roads or any new utility lines on the Easement Property (except over existing rights of way) shall be subject to the prior written approval of the Grantee.
8. The Easement Property shall not be divided, subdivided, or conveyed in fee other than as a single tract.
9. The Grantee and its representatives may enter the Easement Property from time to time, upon reasonable notice to the Grantor, for the sole purpose of inspections and enforcement of the terms of the easement granted herein.
10. The Grantee, in its discretion, and upon reasonable notice to the Grantor, may erect at a location acceptable to the Grantor, a single marker or sign, not exceeding two feet by two feet, which states the name of the Grantee and advises that the Grantee owns the easement granted herein.
11. In the event of a violation of this easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to the right to restore the Easement Property to its present documented condition as shown in the photographs referenced in Paragraph 1 and assert the cost of such restoration as a lien against the Easement Property.
12. Whenever a request for the Grantee's approval is submitted pursuant hereto and the Grantee fails to respond in writing within 30 days of receipt of such request, then the Grantee shall be deemed to have approved the request, and the Grantor may proceed with the action for which approval was requested.
13. Prior to any inter vivos transfer of the Easement Property, excluding deed of trust given for the purpose of securing loans, the Grantor shall notify the Grantee in writing.
14. 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 thereof.

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 Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

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

Witness the following signatures and seal:

By:  (SEAL)  
Martin K. King  
President, Menokin Foundation

Accepted:  
BOARD of HISTORIC RESOURCES

By: \_\_\_\_\_  
H. Alexander Wise, Jr.  
Director, Department of Historic Resources

Date: \_\_\_\_\_