

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

Return to:  
Pamela S. Doak  
Dept. of Historic Resources  
2801 Kensington Avenue  
Richmond, VA 23221

**DEED OF GIFT OF EASEMENT**

WILTON, MIDDLESEX COUNTY (59-10)

**THIS DEED OF GIFT OF EASEMENT** made this 17<sup>th</sup> day of October, 2005,  
by the **ASSOCIATION FOR THE PRESERVATION OF VIRGINIA ANTIQUITIES**, a  
Virginia non-profit corporation, and its heirs, successors and assigns, ("Grantor"), and the  
**COMMONWEALTH of VIRGINIA, BOARD OF HISTORIC RESOURCES** ("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 property known as Wilton, consisting of a tract  
of land containing 25.708 acres, more or less, as more particularly described on Attachment A

Tax Map Parcel Number:  
43-32

attached hereto, which land includes a manor house that is of historic and architectural significance; which together with its surrounding acreage has historic, scenic, and open-space value, and is listed on the Virginia Landmarks Register and the National Register of Historic Places; and

**WHEREAS**, the Grantor acquired Wilton with funds from the Virginia Historic Preservation Foundation revolving fund with the intent of ensuring the Wilton's permanent preservation through a preservation easement upon transfer of title; and

**WHEREAS**, both the Grantor and the Grantee desire to ensure the preservation of Wilton 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, 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 property described in "Attachment A" attached hereto ("Easement Property").

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

1. The parties agree that the photographs of the Easement Property taken by Calder Loth of the Department of Historic Resources on July 11, 2005 (Department of Historic Resources negative numbers 21887 and 21888) accurately document the appearance and condition of the Easement 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 Easement Property shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes that are expressly permitted hereunder.
2. No building or structure shall be built or maintained on the Easement Property other than (i) the manor house, (ii) the servants' quarters outbuilding, (iii) the log cottage, (iv) buildings or structures commonly or appropriately incidental to a rural single-family residence, including but not limited to a garage, garden structures, and guest house, (v) farm buildings and structures, (vi) reconstructions of historic outbuildings or structures which are documented through professional historical or archaeological investigation to have been located on the Easement Property, and (vii) such structures as may be necessary to use or exhibit the manor house as a historic attraction.
3. The manor house and servants' quarters outbuilding shall not be demolished or removed from

the Easement Property, nor shall they be materially 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, and provided that the prior written approval of the Grantee to such actions shall have been obtained. No other building or structure shall be constructed, altered, restored, renovated, extended, or demolished except in a way that would, in the opinion of the Grantee, be in keeping with the historic, architectural, and scenic 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.

4. In the event that the manor house or any other building or structure named in Paragraph 2 above is destroyed or damaged by causes beyond the Grantor's reasonable control including fire, flood, storm, earth movement, or other acts of God, to such an extent that in the opinion of the Grantee the building's historic integrity is irremediably compromised, nothing herein shall obligate the Grantor to reconstruct the building or return it to its condition prior to such calamity.
5. No cleaning, repointing, waterproofing, or painting of the exterior masonry of the manor house shall be undertaken unless the prior written approval of the Grantee shall have been obtained.
6. The character-defining historic interior architectural elements of the manor house, including paneling, mantels, windows, window frames, doors, door frames, stairs, staircase, stair railings, baseboards, cornices, chair rails, floorboards, hardware, and historic plaster shall not be altered or removed from the Easement Property without the prior written approval of the Grantee. Care shall be taken to preserve original paint surfaces on the historic paneling and other historic woodwork.
7. The installation of modern systems in the manor house, including heating, air conditioning, plumbing, electricity, and security systems, shall be undertaken in such a manner as to prevent permanent damage or alteration to historic woodwork.
8. Archaeologically significant deposits, sites, or features on the Easement Property, including sites of historic outbuildings and garden features, 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 to, 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 Department of Historic Resources **State Curation Standards (March 24, 1998)**. The Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Easement Property from looting, vandalism, erosion, mutilation, or destruction from any cause.
9. No permanent dump of junk, trash, rubbish, or any other unsightly or offensive material shall be

- permitted on the Easement Property visible from a public right of way or from the manor house.
10. Trees and vegetation on the Easement Property shall be managed in accordance with sound arboreal and horticultural practices and in such a way as to prevent damage to the manor house.
  11. 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. Mining is prohibited on the Easement Property.
  12. 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.
  13. The Easement Property shall not be divided, subdivided, or conveyed in fee other than as a single tract.
  14. No sign, billboard, or outdoor advertising structure shall be displayed on the Easement Property without the consent of the Grantee, other than signs not exceeding three square feet for any or all of the following purposes: (i) to state the name and address of the property or property owners, (ii) to provide information necessary for the normal conduct of any permitted business or activity on the Easement Property, (iii) to advertise the Easement Property for sale or rental, and (iv) to provide notice necessary for the protection of the Easement Property and for giving directions to visitors.
  15. The Grantor agrees that the Easement Property may be opened to the public, which may be the public at large, or in smaller groups, as designated by the Grantee, for one day from 10 AM to 5 PM every year hereafter, provided that the Grantee makes a written request for such opening by no later than February 1 in any such year. The scheduling of the date for such opening shall be by mutual consent. Any such public admission may be subject to restrictions mutually agreed upon as reasonably designed for the protection of the property. Such admission may also be subject to a reasonable fee. The Grantor also agrees that the Easement Property may be opened by appointment with the Grantor to persons affiliated with educational organizations, professional architectural associations, and historical societies.
  16. 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.
  17. 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.
  18. 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.

19. Whenever a written 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. Nothing herein shall be construed, however, to require the 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 the Grantee.
20. Prior to any inter vivos transfer of title to the Easement Property, excluding deeds of trust given for the purpose of securing loans, the Grantor shall notify the Grantee in writing.
21. 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.
22. In this easement "Grantor" shall include Grantor and its successors and assigns, and "Grantee" shall include Grantee and its successors and assigns.

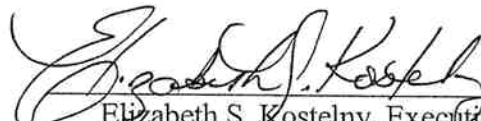
Although this easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein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


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Witness the following signatures and seal:

 (SEAL)  
Elizabeth S. Kostelny, Executive Director  
Association for the Preservation of Virginia Antiquities

Accepted:  
BOARD of HISTORIC RESOURCES

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

Date: 10/17/05