

This document was prepared by
Department of Historic Resources
2901 Kensington Avenue
Richmond, VA 23221

TAX MAP NOS. 033542 AND 033543

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 Circuit Court Clerk's Fees under section 17.1-266

DEED OF GIFT OF EASEMENT

EDGAR A. LONG BUILDING
CHRISTIANSBURG INDUSTRIAL INSTITUTE,
MONTGOMERY COUNTY

DHR file number: 154-5008

THIS DEED OF GIFT OF EASEMENT, made this 18th day of November, 2005,
between the **CHRISTIANSBURG INSTITUTE ALUMNI ASSOCIATION, INC.**, a Virginia
non-stock corporation and its successors and assigns ("Grantor"), and the **COMMONWEALTH
of VIRGINIA, BOARD OF HISTORIC RESOURCES** ("Grantee"),

WITNESSETH:

WHEREAS, Chapter 22 of 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 charged the Virginia 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 historic, architectural, archaeological, and/or cultural significance, and to receive
properties and easements in gross or interests in properties for the purpose, among other things, the
preservation and protection of such designated landmarks; and

WHEREAS, the section of the Montgomery County Comprehensive Plan titled "Cultural
Resources Montgomery County 2025" adopted October 12, 2004, states among the country's

15314/1/1339505.1

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WITNESSETH:

WHEREAS, Chapter 22 of 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
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or national historic, architectural, archaeological, and/or cultural significance, and to receive
properties and easements in gross or interests in properties for the purpose, among other things, the
preservation and protection of such designated landmarks; and

WHEREAS, the section of the Montgomery County Comprehensive Plan titled "Cultural
Resources Montgomery County 2025" adopted October 12, 2004, states among the country's

historic preservation goals (CRS.1.2.1) is: "Target specific areas of the county for conservation and historic preservation easements, allowed under the Virginia Historic Preservation Easement program (1996), thereby preserving both historic structures and districts by preserving the context in which they are situated and by affording long-term legal protection."

WHEREAS, the Grantor is the owner in fee simple of a property consisting of a tract of land, more particularly described in Attachment A attached hereto, which includes a building known as the Edgar A. Long Building, which is of historic and architectural significance and is listed in the Virginia Landmarks Register and the National Register of Historic Places; and

WHEREAS, the Edgar A. Long Building was constructed as part of the Christiansburg Industrial Institute, founded in 1866 by the Freedman's Bureau, and was part of federal efforts to educate formerly enslaved people; and

WHEREAS, The grant of a historic preservation easement of the herein described property will promote the policies of Christiansburg, Montgomery County, Virginia, and further the goals of the Grantor, which include the mission to preserve, exhibit, educate, and build community through the development of an archive, museum, and learning center, and to preserve the unique place of the Christiansburg Institute in the history of African-American education in ways that will exemplify its legacies of educational achievement and lifelong educational opportunity ("Mission"); and

WHEREAS, both the Grantor and the Grantee desire to ensure the preservation the Edgar A. Long Building and the protection of the historic and architectural features that led it to be named in the said registers;

NOW THEREFORE, in recognition of the foregoing, the Grantor does hereby grant and convey to the Grantee an easement in gross with right in perpetuity to restrict the use of the property described in Attachment A attached hereto ("Easement Property").

The Easement Property shall be considered to be one parcel for the purposes of this easement, and the restrictions and covenants of this easement shall apply to the Easement Property as a whole rather than to such individual parcels.

AND SUBJECT, HOWEVER, to the restriction that the Grantee may not transfer or convey the easement herein conveyed to the Grantee unless the 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 section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated there under.

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 Chapter 22 of Title 10.1 of the Code of Virginia of 1950, as amended, to preserve the designated landmarks of the Commonwealth of Virginia. 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. **DOCUMENTATION:** The parties agree that the photographs of the Easement Property taken by Michael Pulice of the Virginia Department of Historic Resources (VDHR negative number 21896) on November 8, 2005, accurately document the appearance and condition of the Easement Property as of the date of this easement. The negatives of the said photographs shall be stored permanently in the archives of the Virginia Department of Historic Resources, which is located at 2801 Kensington Avenue, Richmond, Virginia. Hereafter, the Easement Property shall be maintained and preserved in its documented state as nearly as practicable, except for changes that are expressly permitted hereunder.
2. **PERMITTED BUILDINGS:** No building or structure shall be built or maintained on the Easement Property other than (i) the Edgar A. Long Building, (ii) such ancillary structures as may be necessary to facilitate the Edgar A. Long Building's function as an educational institution, and (iii) reconstructions of historic structures which are documented through professional historical or archaeological investigation to have been located on the Easement Property.
3. **ALTERATIONS AND NEW CONSTRUCTION:** The Edgar A. Long Building shall not be demolished or removed from the Easement Property, nor shall it be altered, restored, renovated, or extended 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. Any such alteration, restoration, renovation, or extension shall be consistent with the Secretary of the Interior's Standards for Rehabilitation. No other structure shall be constructed, altered, restored, renovated, or extended, 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. The location and design of any new structure on the Easement Property is expressly made subject to the prior written approval of the Grantee.
4. **DESTRUCTION:** In the event that the Edgar A. Long Building 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 Edgar A. Long Building or return it to its condition prior to such calamity.
5. **MASONRY:** No cleaning, repointing, waterproofing, or painting of the exterior masonry of the

Edgar A. Long Building shall be undertaken unless the prior written approval of the Grantee shall have been obtained.

6. **INTERIORS:** The interior floor plan and circulation pattern of the Edgar A. Long Building shall not be permanently altered without the prior written approval of the Grantee.
7. **TRASH:** No permanent dump of junk, trash, rubbish, or any other unsightly or offensive material shall be permitted on the Easement Property.
8. **SUBDIVISION:** The Easement Property shall not be divided, subdivided, or conveyed in fee other than as a single tract.
9. **TREES AND VEGETATION:** Trees and vegetation on the Easement Property shall be managed to prevent damage to the Edgar A. Long Building.
10. **ARCHAEOLOGY:** Archaeologically significant deposits, sites, or features on the Easement Property shall not be intentionally disturbed or excavated except 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 the Virginia 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.
11. **PUBLIC ACCESS:** The parties hereby acknowledge that the Easement Property is visible from a public right-of-way and that members of the general public may view the Easement Property from said right-of-way. The Grantor also agrees that photographs of the Easement Property taken by the Grantee for purposes of documenting the appearance, condition, and features of the Easement Property, or for other purposes pursuant to this Easement, may be published or otherwise made available to the public at the discretion of the Grantee. The Grantor further agrees that the Easement Property may be made accessible upon reasonable request to persons affiliated with education organizations, professional architectural associations, and, historical societies.
12. **ROADS AND UTILITY LINES:** 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. **SIGNS:** 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 nine square feet for any or all of the following purposes: (i) to provide information necessary for the normal

conduct of any permitted business or activity on the Easement Property, (ii) to advertise the property for sale or rental, and (iii) to provide notice necessary for the protection of the property and for giving directions to visitors.

14. **INSPECTIONS:** 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.
15. **EASEMENT MARKER:** 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.
16. **VIOLATIONS:** 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 and assert the cost of such restoration as a lien against the Easement Property.
17. **APPROVALS:** 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.
18. **NOTIFICATION OF TRANSFER:** Prior to any inter vivos transfer of the Easement Property, excluding deeds of trust given for the purpose of securing loans, the Grantor shall notify the Grantee in writing within 60 days following the sale or transfer of the Easement Property. In any deed conveying the Easement Property, this easement shall be referenced by Deed Book and Page Number or other appropriate reference.
19. **EXTINGUISHMENT.** The Grantor and the Grantee intend that this easement be perpetual and not be extinguished. Restrictions set forth in the easement can be extinguished only by judicial proceeding. In any sale or exchange of the Property subsequent to such extinguishment, the Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set forth below, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. The Grantor agrees that the donation of the perpetual conservation restriction in this easement gives rise to

a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. The Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this easement.

20. UNENFORCEABLE PROVISIONS: 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.

21. SUBORDINATION – There are no liens on this Property

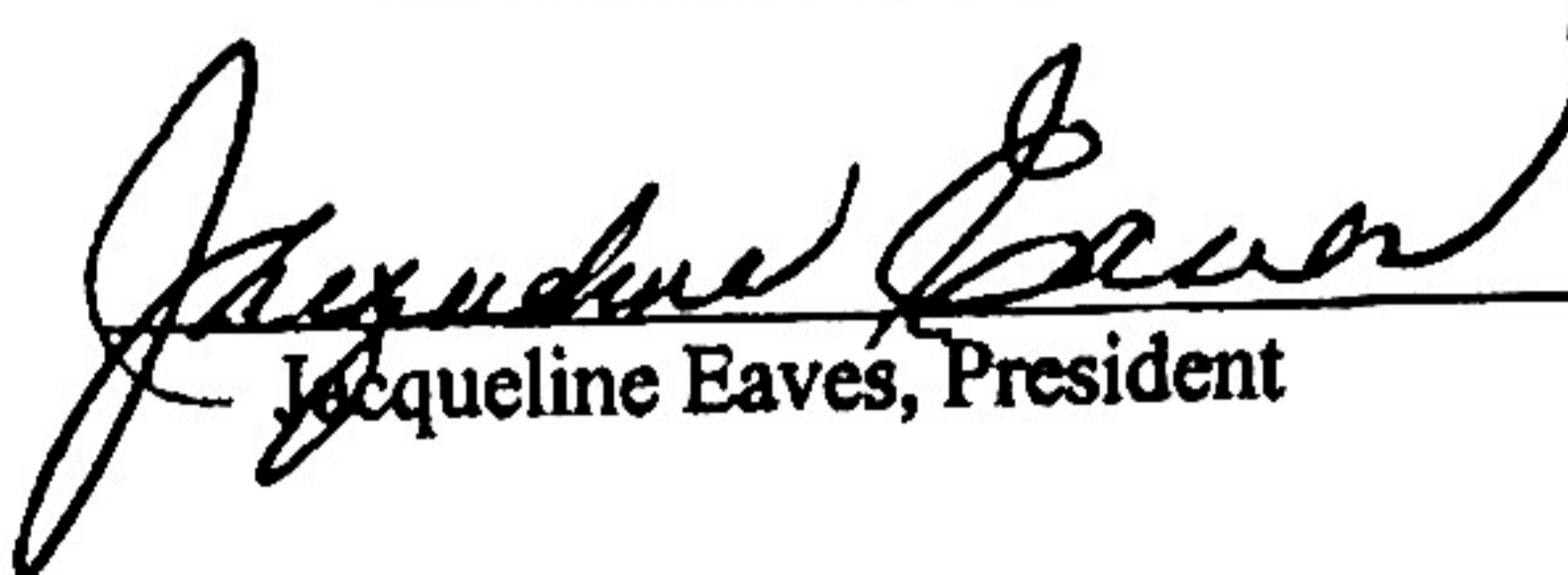
Although this easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the property, and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

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

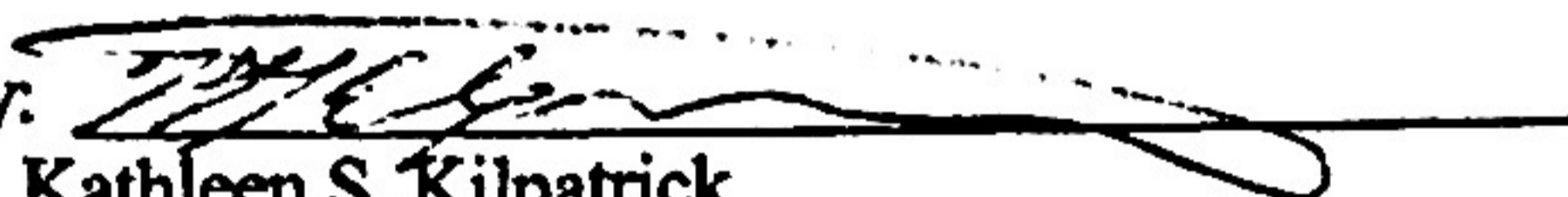
(SIGNATURES APPEAR ON THE NEXT PAGE FOLLOWING)

Witness the following signatures and seal:

THE CHRISTIANSBURG INSTITUTE
ALUMNI ASSOCIATION, INC.

 (SEAL)
Jacqueline Eaves, President

Accepted:
VIRGINIA BOARD OF HISTORIC RESOURCES

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

Date: 11/30/05

Consented to:
(BANK OR LENDING AGENT)

By: _____
name

title

Date: _____

STATE of VIRGINIA)
CITY/COUNTY of) to-wit:

The foregoing instrument was acknowledged before me this 18th day of November, 2005, by Jacquelin Leves, the Grantor therein.

Ashley Vaughn
Notary Public

My commission expires: 2-28-07

STATE of VIRGINIA)
CITY of RICHMOND) to-wit:

The foregoing instrument was acknowledged before me this 30TH day of November, 2005, by Kathleen S. Kilpatrick, Director, Department of Historic Resources, on behalf of the Virginia Board of Historic Resources, Grantee therein.

Amela S. Doak
Notary Public

My commission expires: 7/31/2006

EXHIBIT A**DESCRIPTION OF PROPERTY****Parcel 1**

All of "New Lot 1B", containing 1.2877 acres, as shown upon a plat of survey entitled "Final Plat For Resubdivision of Lot 1 VIA INDUSTRIAL PARK, etc." prepared by Rainey Engineering, dated August 26, 1996, which plat was attached to and recorded with a deed from Grantor to Grantee dated September 13, 1996 and recorded in the Circuit Court Clerk's Office of Montgomery County, Virginia in Deed Book 934, page 616, and to which plat reference is specifically made for a further description of the property herein conveyed.

AND BEING the same property acquired by Christiansburg Institute Alumni Association, Inc. from Jack E. Via by deed dated June 28, 2000, which deed is of record in the Circuit Court Clerk's Office of Montgomery County, Virginia, in Deed Book 1131, Page 288.

Parcel 2

Being all of "New Lot 1C" containing one and one-half (1.5) acres as shown upon a plat of the same entitled, "Final Plat for Resubdivision of Lot 1, Via Industrial Park," prepared by Rainey Engineering, dated August 26, 1996, and recorded in the Circuit Court Clerk's Office of Montgomery County, Virginia, in Plat Book 16, Page 670.

AND BEING the same property acquired by Christiansburg Institute Alumni Association, Inc. from Jack E. Via by deed dated September 13, 1996, which deed is of record in the Circuit Court Clerk's Office of Montgomery County, Virginia, in Deed Book 934, Page 616.

INSTRUMENT #05015005
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
DECEMBER 7, 2005 AT 08:47AM
ALLAN C. BURKE, CLERK

15314/1/1339505.1

RECORDED BY: DCV

Instrument Control Number

05015005

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

Hold for Vicki Rhett
Will Pick up at 8:30
Thursday 12.09.2005

[ILS VLR Cover Sheet Agent 1.0.83]

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Date of Instrument: [11/18/2005]

Instrument Type: [COR]

Number of Parcels [2]

Number of Pages [9]

City County [Montgomery County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[The Christiansburg Instit]	[[[
[[[[

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Commonwealth of Virgin]	[[[
[[[[

Grantee Address (Name) [Commonwealth of Virginia]
 (Address 1) [Board of Historic Resources]
 (Address 2) [2801 Kensington Avenue]
 (City, State, Zip) [Richmond] [VA] [23221]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Montgomery County] Percent. in this Juris. [100]

Book [] Page [] Instr. No [05011944]

Parcel Identification No (PIN) [033542]

Tax Map Num. (if different than PIN) []

Short Property Description [New Lot 1B containing 1.2877 acres]

[]

Current Property Address (Address 1) [Via Industrial Park]

(Address 2) []

(City, State, Zip) [Christiansburg] [VA] []

Instrument Prepared By [Dept of Historic Resources]

Recording Paid for By [Gentry Locke Rakes & Moore]

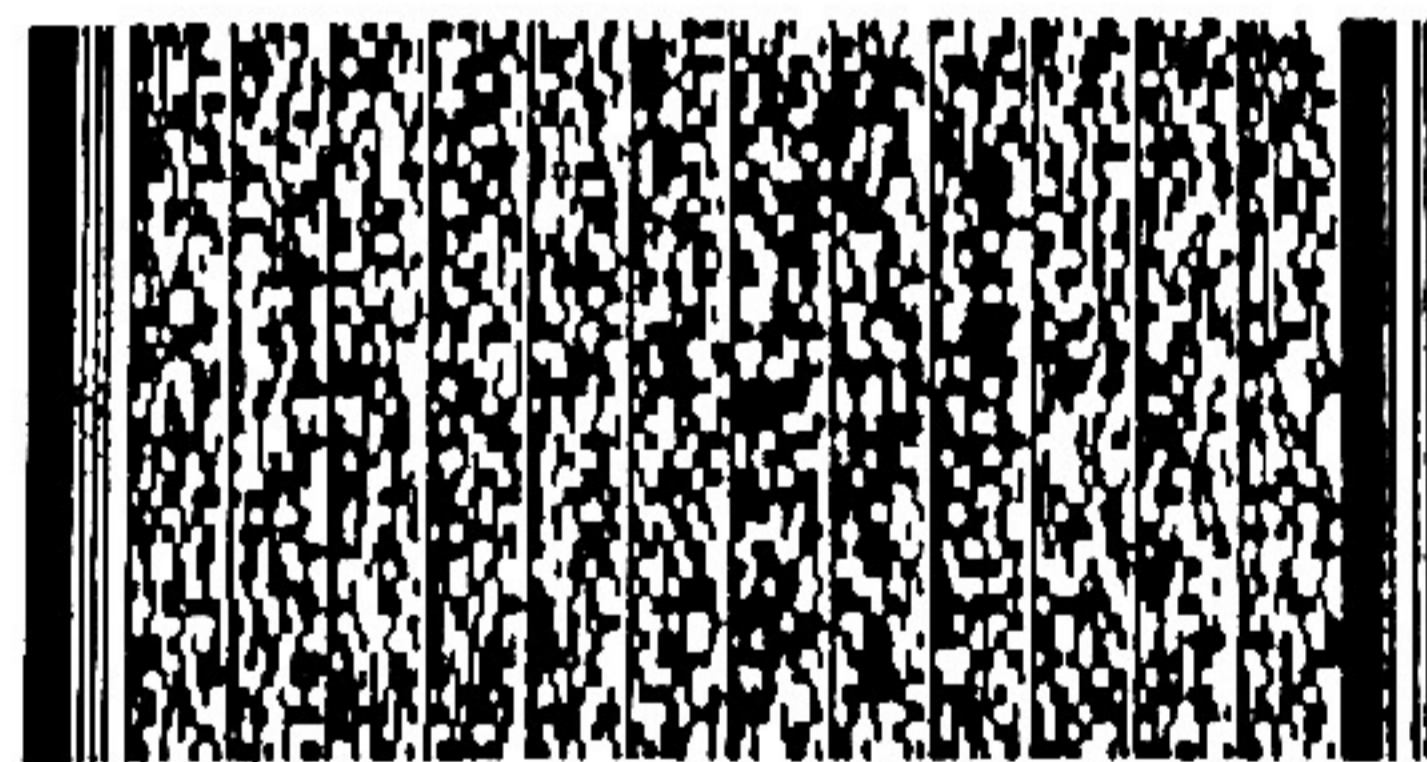
Return Recording To (Name) [Gentry Locke Rakes & Moore]

(Address 1) [ATTN: Genie Rich]

(Address 2) [P. O. Box 40013]

(City, State, Zip) [Roanoke] [VA] [24022]

Customer Case ID [] [] []



Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C

[LS VLR Cover Sheet Agent 1.0.83]

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Date of Instrument: [11/18/2005]

Instrument Type: [COR]

Number of Parcels [2]

Number of Pages [9]

City County [Montgomery County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

Last Name	First Name	Middle Name or Initial	Suffix
[]	[]	[]	[]
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[]	[]	[]	[]

Prior Instr. Recorded at: City County [Montgomery County] Percent. In this Juris. [100]

Book [] Page [] Instr. No [05011944]

Parcel Identification No (PIN) [033543]

Tax Map Num. (if different than PIN) []

Short Property Description [New Lot 1C containing 1.5 acres]

Current Property Address (Address 1) [Via Industrial Park]

(Address 2) []

(City, State, Zip) [Christiansburg] [VA]

Prior Instr. Recorded at: City County [] Percent. In this Juris. []

Book [] Page [] Instr. No []

Parcel Identification No (PIN) []

Tax Map Num. (if different than PIN) []

Short Property Description []

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) [] [] []

