

Exempted from recordation tax  
under the Code of Virginia (1950), as amended,  
Section 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803

THIS DEED OF GIFT EASEMENT, made this 18th day of  
December, 2000, between JOSEPH SNIDER and JACQUELINE SNIDER,  
husband and wife, herein called the Grantors, the VIRGINIA OUTDOORS  
FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA, herein  
called the Grantee, whose address is 203 Governor Street, Suite 317, Richmond,  
VA. 23219, THE MIDDLEBURG BANK, PO Box 5, Middleburg, Virginia  
20117, herein called the Bank, and ARCH A. MOORE, III, as Sole Acting  
Trustee.

WHEREAS, the Open Space Land Act of 1966 (Chapter 17, Title 10.1,  
§§10.1-1700 to 10.1-1705 of the Code of Virginia, as amended) declares that the  
preservation of open-space land 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 the use of easements in gross to maintain the character of open-  
space land; and

WHEREAS, Chapter 18, Title 10.1 of the Code of Virginia (§§ 10.1-1800  
to 10.1-1804, as amended) declares it to be the public policy of the  
Commonwealth to encourage preservation of open-space land and authorizes the  
Virginia Outdoors Foundation to hold real property or any estate or interest  
therein for the purpose of preserving the natural, scenic, historical, scientific,  
open-space and recreational lands of the Commonwealth; and

WHEREAS, the hereinafter described property fronts on Virginia Route  
635 (Hume Road), a designated Virginia Scenic By-way, and contributes to the  
scenic views enjoyed by the public there from, and

WHEREAS, the Comprehensive Plan of Fauquier County (1992-2000), as  
adopted by its Board of Supervisors, includes the following goals: "To recognize  
the county's traditionally agricultural and rural character and the need for  
preservation of its open spaces and scenic beauty", and "To protect critical  
environmental resources and to maintain renewable natural resources that they are  
not degraded but remain viable for future generations," and

DEC 28 2000

Return to: Virginia Outdoors Foundation

Examined and  
Returned to:  
D.A.K.

pin # 6938 - 14 - 6709

WHEREAS, the Grantors are the owners of the fee of real property hereinafter described which he desires preserved as open space land in the public interest.

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantor does hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate consisting of 129.1498 acres, more or less described below, shown as Fauquier County Tax Map 6938-14-6709, located in Marshall Magisterial District, about ½ miles East of Hume, Fauquier County, Virginia, and hereinafter referred to as the "Property:"

ALL THAT certain tract or parcel of land containing 129.1498 acres, more or less, fronting on Route 635, near Hume, Marshall District, Fauquier County, Virginia, as shown on the survey and metes and bounds prepared by Dunn Land Surveys, Inc. dated October 2, 2000 and further described as:

BEGINNING at a point in the center of Road No. 635, a corner of James Poles; thence with the center of Road No. 635 for the following two courses: with a curve to the right having a radius of 2235.00 feet and a chord bearing and distance of south 88 deg. 56 min. 39 sec. East 657.88 feet for an arc distance of 660.28 feet; thence South 80 deg. 28 min. 51 sec. East 57.88 feet to a point in the center of Road No. 635, a corner to Purkowsky; thence with Purkowsky for the following seven courses: South 08 deg. 36 min. 35 sec. East 796.95 feet to an iron peg found; thence South 19 deg. 35 min. 00 sec. West 346.35 feet to an iron peg set; thence South 46 deg. 35 min. 00 sec. West 69.30 feet to an iron peg set; thence South 02 deg. 05 min. 00 sec. West 132.00 feet to an iron peg set; thence South 87 deg. 06 min. 00 sec. East 277.14 feet to an iron peg set; thence South 06 deg. 46 min. 32 sec. West 675.34 feet to an iron peg set by a 6 inch maple; thence South 87 deg. 37 min. 29 sec. East 454.14 feet to an iron peg set, a corner to Purkowsky and Patten; thence with Patten for the following three courses: South 87 deg. 56 min. 43 sec. East 713.29 feet to an iron peg found; thence North 07 deg. 29 min. 42 sec. East 354.20 feet to an iron peg found; thence North 69 deg. 29 min. 38 sec. East 396.12 feet to an iron peg found, a corner to Purkowsky; thence continuing with Purkowsky and Sands South 66 deg. 22 min. 06 sec. East 1131.21 feet to an iron peg found by a black oak in the line of Sands, a corner to Fink; thence with Fink, Mann and Harr South 25 deg. 27 min. 04 sec. West 1772.23 feet to a point, a corner to Harr; thence continuing with Harr North 71 deg. 32 min. 40 sec. West passing over an iron peg set at 5.30 feet for a total distance of 682.14 feet

to an iron peg found, a corner to Harr and Henke; thence with Henke North 71 deg. 32 min. 40 sc. West passing over an iron peg set at 1383.08 feet for a total distance of 1385.08 feet to a dead white oak, a corner to Henke and Clara Poles; thence with Clara Poles for the following five courses: North 71 deg. 25 min. 25 sec. West 784.62 feet to an iron peg set; thence North 24 deg. 35 min. 57 sec. East 926.12 feet to an iron peg set; thence North 50 deg. 28 min. 14 sec. West 515.80 feet to a persimmon; thence North 58 deg. 15 min. 54 sec. West 254.75 feet to an iron peg set; thence North 06 deg. 39 min. 12 sec. East 587.29 feet to an iron peg set, a corner to Clara Poles in the line of James Poles; thence with James Poles for the following two courses: North 80 deg. 03 min. 59 sec. East 85.94 feet to a drill hole found in a rock outcrop; thence North 04 deg. 26 min. 53 sec. East passing over an iron peg found at 779.45 feet for a total distance of 803.85 feet to the point of beginning, containing 129.1498 acres, more or less.

AND BEING the same property conveyed to Joseph R. Snider and Jacqueline Snider, husband and wife, as tenants by the entirety by Deed from Mary Elizabeth Smith, Viola Virginia Gaskins, Emily L. Colbert, Marianetta Francine Cropp, sole survivor of French B. Poles, Jr., deceased and Samuel Lewis Poles, dated September 28, 2000 and recorded October 4, 2000 in Deed Book 878 at page 1756 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.

The above-referenced tract is shown as tax map#6938-14-6709 among the land records of Fauquier County and total 129.1498 acres in the aggregate. The 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 Property as a whole rather than to such individual parcels.

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successors and assigns may not transfer or convey the open-space 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 thereunder.

This conveyance is further made subject to all easements of record, which may affect said parcel of land.

Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. The acts which the Grantor, his heirs, successors, personal representatives and assigns, covenant to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows;

1. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices such as creation of brush 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 governmental laws and regulations.
2. Display of billboards, signs, or other advertisements is not permitted on or over the Property except to state the name and/or address of the owners, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed nine square feet in size.
3. The Property may not be divided or subdivided into more than two (2) parcels. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that the Grantee is notified in writing prior to the completion of any such boundary line adjustment and at least one of the following conditions is met:
  - i) The entire adjacent parcel is subject to an open space easement to the Grantee; or
  - ii) The proposed boundary line adjustment is reviewed and approved by the Board of Trustees of the Grantee.
4. Management of forest resources, including commercial timber harvest, shall be in accord with a forest stewardship plan approved by the Grantee. All forestry activities shall be carried out so as to preserve the environmental and scenic qualities of the area. Best Management Practices, as defined by the Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. The Grantors, or their successors and assigns shall notify the Grantee no later than 30 days prior to the start of any material forest activity as well as within 7 days of its completion. The primary

objectives of the forest stewardship plan shall include management of woodlands to provide wildlife habitat, forest stand management to maintain the health of the forest, and soil and water conservation. A stream buffer of fifty (50) feet from the unnamed stream shall be maintained in natural vegetative (or forested) cover. Selective harvest of individual trees is permitted, provided that the function of the buffer to protect water quality is not impaired.

5. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds or lakes, or as required in construction of permitted buildings, their immediate surroundings and connecting private roads described in paragraph 6, below. Generally accepted agricultural activities shall not constitute any such material alteration. Best Management Practices in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted private roads. Notwithstanding the foregoing, no grading, blasting or earth removal is permitted on the Property if it will materially diminish or impair the conservation values protected by this Easement. Mining on the property is prohibited.
  
6. No permanent or temporary building or structure shall be built or maintained on the Property other than (i) a single family dwelling and non-residential outbuildings or structures commonly and appropriately incidental thereto, (ii) one (1) secondary dwelling, not to exceed 2,500 square feet in living area, and non-residential outbuildings commonly and appropriately incidental thereto, and (iii) farm buildings or structures. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the property unless prior written approval for said buildings or structure is obtained in writing from Grantee. Grantee's approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. No building or structure may be constructed or rebuilt within 300 feet of the centerline of State route 635, a designated State Scenic By-Way. Residential dwellings within view of State Scenic By-Way may not be constructed on the Property unless prior written permission for such building or structure is obtained in writing from the Grantee. Approval shall be limited to consideration of the impact of size, height, and siting of the proposed structure on the conservation values of the Property. This prohibition shall not apply to the construction or maintenance of fencing, livestock feeding or watering troughs, mailboxes, gate posts, or permitted signs, or to the repair or replacement of any buildings or structures existing as of the date of this Deed of Gift of Easement. Private roads and utilities that serve permitted buildings or structures may be constructed. In the event of subdivision of the property as provided in Paragraph 3 above,

permitted buildings or structures, connecting private roads and utilities may be constructed on each parcel. Notwithstanding the foregoing, all presently existing structures on the Property may be maintained, renovated, and reasonably enlarged.

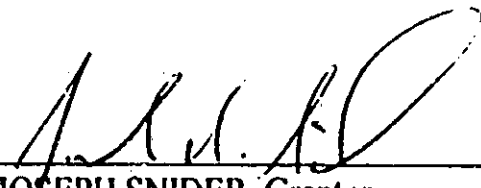
7. Industrial or commercial activities other than the following are prohibited:  
1. agriculture, silviculture, and horticulture, 2. temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property, and which are consistent with the conservation values herein protected, 3. activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 people or more shall not exceed seven days in duration unless approved by the Virginia Outdoors Foundation.
8. Representatives of the Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.
9. Grantor, their heirs, successors, personal representatives and assigns shall notify Grantee in writing within 60 days following any transfer or sale of the Property. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number in the deed of conveyance.

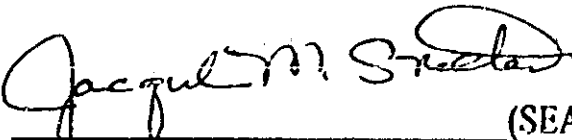
The Middleburg Bank, herein, the Bank, is the Noteholder under a certain Deed of Trust dated October 3, 2000 and recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia in Deed Book 878 at page 1761 which subjects the Property to the Bank's lien. The Bank and Arch A. Moore, III, as the Sole Acting Trustee (under the Deed of Trust), hereby consent to the terms and intent of this Easement, and agree that the lien represented by the Deed of Trust shall be held subject to this Deed of Gift of Easement.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or use of the Property. Grantor, his heirs, successors, personal representatives and assigns hereby retain exclusive right to such access and use, subject to the terms hereof.

Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director, hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals.

  
\_\_\_\_\_  
JOSEPH SNIDER, Grantor (SEAL)

  
\_\_\_\_\_  
JACQUELINE SNIDER, Grantor (SEAL)

Accepted:  
VIRGINIA OUTDOORS FOUNDATION,

By   
\_\_\_\_\_  
Tamara A. Vance, Executive Director

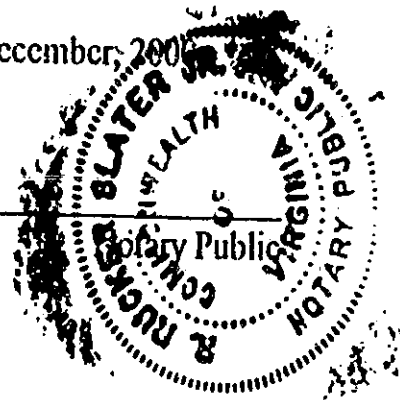
COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF LEWISBURG, TO WIT:

I, R. Rucke Slater, Jr., a Notary Public for the Commonwealth  
aforesaid, hereby certify that Joseph Snider and Jacqueline Snider, husband and wife,  
Grantors, personally appeared before me this day and acknowledged the foregoing  
instrument.

WITNESS my hand and official seal this 18 day of December, 2000

R Rucke Slater Jr



My commission expires: 8-31-02

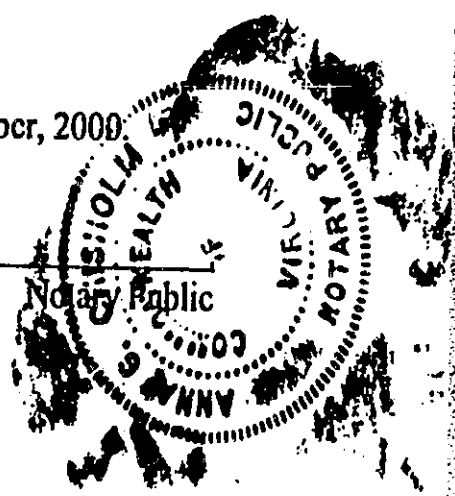
COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Montgomery, TO WIT:

I, Anna G. Chiskolm, a Notary Public for the  
Commonwealth aforesaid, hereby certify that Tamara A. Vance, Executive Director of  
the Virginia Outdoors Foundation, personally appeared before me this day and  
acknowledged the foregoing instrument.

WITNESS my hand and official seal this 26<sup>th</sup> day of December, 2000

Anna G. Chiskolm



My commission expires: 31 OCT 2003



THE MIDDLEBURG BANK

By: R. Rucker Slater (SEAL)

Its: Att (SEAL)

Arch A. Moore III (SEAL)

ARCH A. MOORE, III, Trustee

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF London, TO WIT:

I, Ann L. Campbell, a Notary Public for the Commonwealth aforesaid,

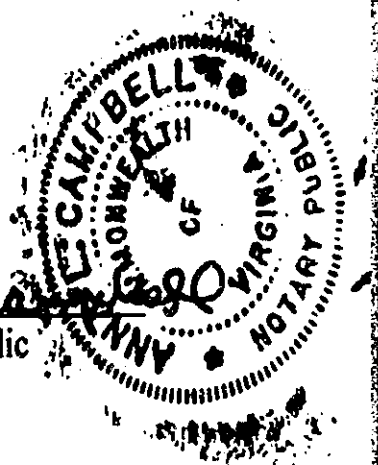
hereby certify that R. Rucker Slater as ATP of The Middleburg

Bank, personally appeared before me this day and acknowledged the foregoing

instrument.

WITNESS my hand and official seal this 18<sup>th</sup> day of December, 2000.

Ann L. Campbell  
Notary Public



My commission expires: 11/30/03

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Virginia, TO WIT:

I, R. Rucker Slater Jr, a Notary Public for the Commonwealth aforesaid,

hereby certify that Arch A. Moore, III, Sole Acting Trustee, personally appeared before

me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 18 day of December, 2000

R. Rucker Slater Jr  
Notary Public



My commission expires: 8-31-02

**VIRGINIA: IN THE CLERK'S OFFICE OF THE FAUQUIER CIRCUIT COURT**

This instrument was received in this Office and with

certificate admitted to record on DEC 28 2000

at 12:32 m. Tax of \$ \_\_\_\_\_ imposed by Section

58.1-802 Paid. Consideration: \$ 0

State Tax \$ \_\_\_\_\_ County Tax \$ \_\_\_\_\_

Transfer Fee \$ \_\_\_\_\_ VSLF \$1.00 Technology Fee \$3.00 *EXEMPT*

Clerk's Fee \$ 17.00 Total: \$ 18.00

Teste: Gail H Barb Clerk