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Prepared by: Mildred F. Slater, Esq.
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Fee Amt: \$0.00 Page 1 of 10
Fauquier County, VA
Gail H Barb Clerk of Circuit Court
File# 2004-00020902

BK 1128 PG 2172-2181

TAX MAP NO. OR PIN: # 6032-58-7311

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT, made this 21st day of October, 2004, between
WILLIAM J. CLINTON and SHARON J. CLINTON, husband and wife, herein called together the
"Grantor", 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 and, FARM CREDIT OF THE VIRGINIAS, ACA, herein called the Bank, and John S. Day
and Carroll Laycock, Trustees either of whom may act, herein called Trustees,

WITNESSETH:

WHEREAS, the Open Space Land Act of 1966, Chapter 461 of the 1966 Acts of the Assembly,
(Chapter 17, Title 10.1, §§10.1-1700 through 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 through 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, historic, scientific, open-space and recreational
lands of the Commonwealth; and

WHEREAS, the Grantor is the owner in fee simple of the real property hereinafter described (the
"Property"); and

WHEREAS, the Property possesses significant natural, scenic, historic, scientific, open-space and
recreational values the preservation of which will benefit the citizens of the Commonwealth; and

WHEREAS, the Property is located on a south-facing slope projecting from Goose Creek
Mountain, also known as Brushy Mountain, near the village of Scuffleburg; and

Examined and
Returned to:
Erika Richardson
45 Hornerst.
Warrenton, Va 20186

WHEREAS, the Property consists primarily of hardwood forest land on the higher elevations and some open lands on the lower elevations of the property; and

WHEREAS, the Property is located within two miles of the Appalachian National Scenic Trail and the G. Richard Thompson Wildlife Management Area and contributes to the scenic views enjoyed by the public therefrom; and

WHEREAS, the Property is adjacent to other lands subject to open space easement held by the Grantee and contributes to the open space values of such land under easement; and

WHEREAS, the Comprehensive Plan of Fauquier County, Virginia (1992-2010), 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 so that they are not degraded but remain viable for future generations;" and

WHEREAS, the Property is located within an area of Fauquier County which is designated as a rural Conservation (RC) District and a rural Agriculture (RA) District for zoning purposes and which also is located on the "Scenic Roads, Areas, & Rivers Map" (map 8.11 in the Fauquier County Comprehensive Plan); and

WHEREAS, the Property is located within the Crooked Run Valley which is a part of the John S. Mosby Heritage Area, an area of recognized historic significance, and the Property is located in the Crooked Run Valley Rural Historic District, an historic district listed on the Virginia Landmarks Register (March 2004) and pending listing on the National Register of Historic Places; and

WHEREAS, a branch and tributaries of Crooked Run flow through the Property and on to Goose Creek and the Property is located within the Goose Creek watershed, an area identified as worthy of special environmental protection in Fauquier County, Goose Creek being a public water supply source and Goose Creek having been designated a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia; and

WHEREAS, preservation of the Property will promote the public policies of Fauquier County by protecting open-space, scenic views, forestal land and natural resources; and

WHEREAS, the Grantor and the Grantee desire to protect in perpetuity the open-space values herein specified; and

WHEREAS, the Grantor and the Grantee intend to accomplish such protection by restricting the use of the Property as hereinafter set forth; and

WHEREAS, the Grantee has determined that the restrictions hereinafter set forth (the "Restrictions") will preserve and protect in perpetuity the open-space values (the "Open Space Values") of the Property, which values are reflected in the preceding paragraphs, the Grantee's evaluation, and the documentation of the condition of the Property as contained in its files and records; and

WHEREAS, the conservation purpose of this easement is to preserve and protect in perpetuity the Open-Space Values of the Property; and

WHEREAS the Grantee has determined that the Restrictions will limit the uses of the Property to those uses consistent with, and not adversely affecting the Open Space Values of the Property, the scenic values enjoyed by the general public, or the governmental conservation policies furthered by this easement;

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the 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 203.6942 acres, more or less, described below and located in Marshall Magisterial District, Fauquier County, Virginia near Scuffleburg, accessed off State Route 826 and hereinafter referred to as the "Property:"

ALL THAT certain lot or parcel of land situate in "Scuffleburg," Marshall Magisterial District, Fauquier County, Virginia containing 203.6942 acres, more or less, and described as PARCEL 1 on that plat of survey by James G. Butler, Jr. and Associates, P.C., dated September 14, 1998, and recorded in Deed Book 816, at page 1214 in the Clerk's Office of the Circuit Court of Fauquier County.

AND BEING the same property conveyed to WILLIAM J. CLINTON AND SHARON J. CLINTON by Deed from CONCORDIA COLLEGE a/k/a CONCORDIA SEMINARY, a Missouri nonprofit corporation dated September 15, 1998 and recorded on October 6th, 1998 in Deed Book 818, at pages 22 through 24 among the aforesaid land records.

The above-described tract is shown as P.I.N. # 6032-58-7311 among the land records of Fauquier County and totals 203.6942 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.

AND SUBJECT, HOWEVER, to the restriction that the Grantee 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 there under.

Restrictions are hereby imposed on use of the Property pursuant to the public policies set forth above. The acts that the Grantor covenants to do and not to do upon the Property, and the Restrictions that the Grantee is hereby entitled to enforce, are and shall be as follows:

1. **TRASH.** Accumulation or dumping of trash, refuse, or junk 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 laws and regulations.
2. **SIGNS.** Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to state the name and/or address of the owners or Property, 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, to provide notice necessary for the protection of the Property or to give directions to visitors. No such sign shall exceed nine square feet in size.
3. **DIVISION.** The Property shall 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 made party to the deed creating the boundary line adjustment and at least one of the following conditions is met: (A) The entire adjacent parcel is subject to an existing, recorded open-space easement conveyed to the Grantee; or (B) The proposed boundary line adjustment is reviewed and approved in advance by the Board of Trustees of the Grantee.
4. **MANAGEMENT OF FOREST.** Management of forest resources, including commercial timber harvest, shall be in accord with a forest stewardship plan approved by the Grantee or the Virginia Department of Forestry. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. The primary objective(s) of the forest stewardship plan shall include management of woodlands to provide wildlife habitat, and forest stand management to maintain the health of the forest.
- 4a. **RIPARIAN BUFFER.** There shall be no ploughing, cultivation, or similar earth disturbing activity within 35 feet of each bank of all perennial streams, except as contemplated by a forestry stewardship or wildlife habitat plan approved by the Virginia Department of Forestry. This buffer shall be protected from degradation by livestock. Removal of non-native invasive species, planting of non-invasive native species, and minimal harvest of trees is permitted, provided that the function of the buffer to protect water quality is not impaired.
5. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds, or as required in

the construction of permitted buildings, structures, connecting private roads, and utilities as described in Paragraph 6. 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 buildings and private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the Open-Space Values of the Property. Mining on the Property by surface mining or any other method is prohibited.

- 6. BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure shall be built or maintained on the Property other than:
- (i) the existing single family dwelling, which may be repaired, renovated, enlarged, or replaced in the approximate same location in the event of destruction, but shall not exceed a total of 3,000 square feet of living area, and non-residential outbuildings or structures commonly and appropriately incidental thereto,
 - (ii) one (1) additional single family dwelling and non-residential outbuildings or structures commonly and appropriately incidental thereto,
 - (iii) two (2) secondary dwellings, such as a guest house, caretaker cottage, or tenant house, neither of which may exceed 1,500 square feet of livable space and non-residential outbuildings or structures commonly and appropriately incidental thereto,
 - (iv) in addition to the buildings described above, the Josiah Adams cabin may be restored and shall not count against the dwellings permitted in paragraphs 6(ii) and (iii),
 - (v) farm buildings or structures, and
 - (vi) private roads and utilities that serve permitted buildings or structures may be constructed.

This Deed of Gift of Easement recognizes that as of the date of this deed two dwellings exist on the Property. The single family dwelling, known as Inglewood, is located near the site of the original home (Inglewood) on the Property. The Josiah Adams cabin is a small early 19th C. log cabin that has been stabilized but is not currently habitable or served by electricity or plumbing. The additional single family dwelling permitted on the Property shall be located to the west of the Josiah Adams cabin and one of the two new secondary dwellings permitted on the Property shall be located within 100 yards of Inglewood. In no case shall any dwelling be constructed above the 780 foot elevation contour as shown on the Upperville Quadrangle Map prepared by the U.S. Geological Survey. It is the intent of the Grantor and Grantee that no dwelling shall be built on the ridge that forms the northern boundary of the property.

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 building or structure is obtained in writing from Grantee, which 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; for the purposes of this subparagraph a farm building or structure shall refer to a building or structure originally constructed and used for the activities specified in paragraph 7(i).

Any additional electric, telephone and other utility lines installed on open field areas of the Property after the date of this easement shall be installed underground.

In the event of subdivision of the Property as provided in Paragraph 3 above, permitted dwellings shall be allocated among the parcels in the instrument creating the subdivision, and private roads and utilities may be constructed on each parcel.

7. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, viticulture, aquaculture, silviculture, horticulture, and equine activities, (ii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the conservation values herein protected, (iii) activities that can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing. Notwithstanding any other provision of this easement, no commercial recreational use (except for de minimis commercial recreational uses) shall be allowed on the Property.
8. **ENFORCEMENT.** Representatives of the Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative. The Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this easement as existed on the date of the gift of the easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that the Grantor failed to comply with this easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by the Grantee.
9. **NOTICES TO GRANTEE.** The Grantor shall notify the Grantee in writing within 60 days following any *inter vivos* transfer or sale of the Property or any part thereof. The Property may not be conveyed by deed unless this deed of easement is referenced by Deed Book and page number or other appropriate reference.
10. **EXTINGUISHMENT.** The Grantor and the Grantee intend that this easement be perpetual and not be extinguished, and extinguishment of this easement is not permitted under the Open-Space Land Act, Virginia Code Section 10.1-1700 *et seq.* Restrictions set forth in the easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of section 10.1-1704 of the Virginia Code. 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 and of the Open-Space Land Act. No part of the Property may be converted or diverted from open-space uses as herein defined except in accordance with Virginia Code Section 10.1-1704.

11. DOCUMENTATION: Documentation retained in the offices of the Grantee describes the condition and character of the Property at the time of the gift. The Documentation may be used to determine compliance with and enforcement of the terms of the easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination.

12.SUCCESSORS IN INTEREST: The covenants, terms, conditions and restrictions contained in 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.

If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this easement shall not be affected thereby.

Farm Credit of the Virginias, ACA, herein, the Bank, is the Noteholder of a note for Five Hundred Thousand Dollars (\$500,000.00) secured by a certain Deed of Trust dated July 24, 2001 and recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia in Deed Book 908 at Page 869, which subjects the Property to the Bank's lien. The Bank hereby consents to the terms and intent of this easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement and joins in the Deed to reflect its direction to the Trustee to execute this Deed to give effect to the subordination of such Deed of Trust to this Deed of Easement.

Farm Credit of the Virginias, ACA, herein, the Bank, is the Noteholder of a note for One Hundred Thousand Dollars (\$100,000.00) secured by a certain Deed of Trust dated May 16, 2002 and recorded May 23, 2002 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia in Deed Book 955 at Page 1458, which subjects the Property to the Bank's lien. The Bank hereby consents to the terms and intent of this easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement and joins in the Deed to reflect its direction to the Trustee to execute this Deed to give effect to the subordination of such Deed of Trust to this Deed 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. The Grantor retains the exclusive right to such access and use, subject to the terms hereof.

The parties hereto agree and understand that any value of this easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and

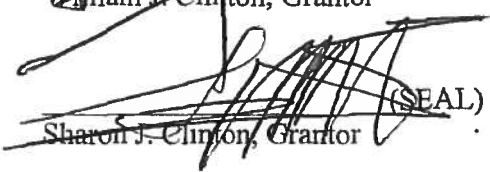
challenge by all appropriate tax authorities. The Virginia Outdoors Foundation makes no express or implied warranties regarding whether any tax benefits will be available to Grantor from donation of this easement, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits that might be transferable. The parties hereto intend that the easement conveyed herein shall be a qualified conservation contribution within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this easement from being a qualified conservation contribution. By its execution hereof, the Grantee acknowledges and confirms receipt of the Easement and further acknowledges that the Grantee has not provided any goods or services to the Grantor in consideration of the grant of the Easement.

Acceptance of this conveyance by the Virginia Outdoors Foundation is authorized by §§ 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Director of the Grantee's Northern Virginia Office, Leslie H. Grayson, by authority of a resolution adopted by the Board of Trustees of the Grantee at its March 20, 2002, meeting in Richmond, Virginia. Assignment of this easement is governed by §§ 10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals.

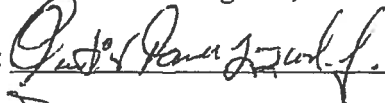


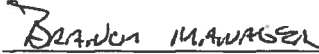
William F. Clinton, Grantor (SEAL)



Sharon J. Clinton, Grantor (SEAL)

Bank: Farm Credit of the Virginias, ACA

By: 

Its: 

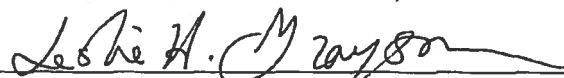

_____, Trustee

John S. Day
_____, Trustee

Carroll Laycock

Accepted:

VIRGINIA OUTDOORS FOUNDATION,

By: 

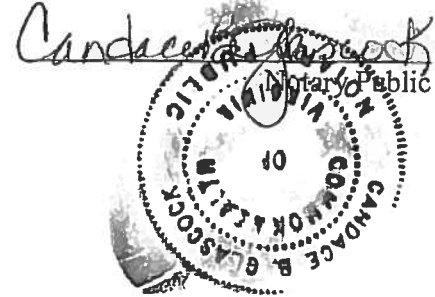
Leslie H. Grayson, Director of the Northern Virginia Office

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

I, CANDACE B. GLASCOCK, a Notary Public for the Commonwealth
aforesaid, hereby certify that WILLIAM J. CLINTON, Grantor, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 2nd day of Nov., 2004.

My commission expires: 5/31/08 (SEAL)

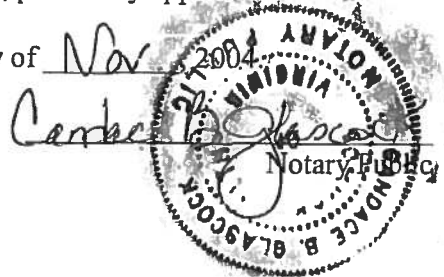


COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fauquier, TO WIT:

I, CANDACE B. GLASCOCK, a Notary Public for the Commonwealth
aforesaid, hereby certify that SHARON J. CLINTON, Grantor, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 2nd day of Nov, 2004.

My commission expires: 5/31/08 (SEAL)

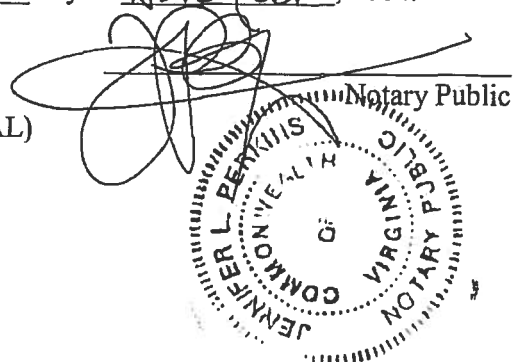


COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fauquier, TO WIT:

I, Jennifer L. Perkins, a Notary Public for the
Commonwealth aforesaid, hereby certify that Leslie H. Grayson, Director of the Northern Virginia
Office of the Virginia Outdoors Foundation, personally appeared before me this day and
acknowledged the foregoing instrument on behalf of the Virginia Outdoors Foundation.

WITNESS my hand and official seal this 15th day of November, 2004.

My commission expires: 31 July 2008 (SEAL)



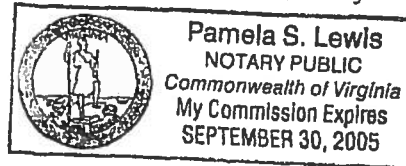
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Loudoun, TO WIT:

I, Pamela S. Lewis, a Notary Public for the Commonwealth
aforesaid, hereby certify that Curtis Carroll Laycock, Jr. as Branch Manager of Farm Credit of
the Virginias, ACA personally appeared before me this day and acknowledged the foregoing
instrument.

WITNESS my hand and official seal this 21st day of October, 2004.

Pamela S. Lewis
Notary Public

My commission expires: Sept 30, 2005 (SEAL)



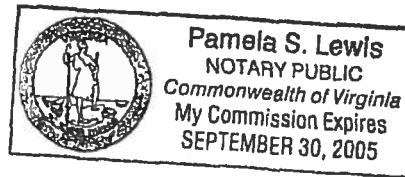
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Loudoun, TO WIT:

I, Pamela S. Lewis, a Notary Public for the Commonwealth
aforesaid, hereby certify that John S. Day, as Trustee, personally
appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 21st day of October, 2004.

Pamela S. Lewis
Notary Public

My commission expires: Sept 30, 2005 (SEAL)



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

I, _____, a Notary Public for the Commonwealth
aforesaid, hereby certify that Carroll Laycock, as Trustee, personally
appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2004.

My commission expires: _____ (SEAL)

RECORDED IN CLERKS OFFICE OF iblic
FAUQUIER ON

November 19, 2004 AT 12:58:23 PM

\$0.00 GRANTOR TAX PD

AS REQUIRED BY VA CODE §58.1-802

STATE: \$0.00 LOCAL: \$0.00

FAUQUIER COUNTY, VA

GAIL H BARBCLERK OF CIRCUIT COURT

Gail H Barb, clerk