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Fauquier County, VA
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Warrenton, Virginia

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COUNTY PIN: 6091-74-1411-000

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

GREYSTONE

CONSERVATION EASEMENT

THIS DEED OF GIFT OF EASEMENT (the "Easement"), made this 31st day of March 2009, between **HALFWAY FARM, LLC**, a North Carolina limited liability company, (hereinafter the "Grantor"), and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY**, of the Commonwealth of Virginia (herein referred to as "Grantee"), whose address is 10 Hotel Street, Warrenton, Virginia 20186, the designations Grantor and Grantee including their successors and assigns.

RECITALS.

R-1 Grantor is the owner in fee simple of one (1) parcel of real property which is situated along Rock Hill Mill Road, Virginia State Route 702, in the Scott Magisterial District of Fauquier County, Virginia, containing approximately 33.99 acres, more thoroughly described below, hereinafter referred to as "the Property", and desires to give and convey to Grantee, for the public purpose identified herein, a perpetual conservation and open-space easement over the Property as herein set forth.

R-2 Grantee is the governing body of a political subdivision of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, hereinafter referred to as the "I.R.C.", and Treasury Regulation §1.170A-14(c)(1), is a public body under Section 10.1-1700, of the Code of Virginia, 1950, as amended, hereinafter referred to as the "Virginia Code" and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth.

R-3 Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Virginia Code, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land.

Rest to Henry Day

*Examined and
filed for
3/31/09*

R-4 Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below.

R-5 Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open Space Land Act, this Easement is granted exclusively for conservation purposes under I.R.C. Section 170(h)(1)(C) to preserve open-space land, including farm land and forest land, for the scenic enjoyment for the general public and pursuant to a clearly delineated governmental conservation policy, evidenced by the Open-Space Land Act and the Comprehensive Plan of Fauquier County (1992 – 2010), hereinafter referred to as the “Comprehensive Plan,” and this Easement will yield a significant public benefit, all as identified herein.

R-6 The Property is located adjacent to three (3) properties under open-space easement deeded to the Virginia Outdoors Foundation under the Open-Space Easement Act, totaling 290.36 acres, and will contribute to and enhance the overall preservation of wildlife habitat, prime farm and forest land, and open space in Fauquier County.

R-7 Portions of the Property are visible from Virginia State Route 626, the Halfway Road, a Virginia Scenic By-Way and a designated Fauquier County Scenic Road, and the Property is identified on Map 2.13, Scenic Roads and Areas of Impact, an area established to permit special treatment and protection of scenic views from the County Scenic Road under the Comprehensive Plan.

R-8 The Restrictions contained in Article II of this Easement protect the scenic views and the scenic enjoyment of the general public by restricting buildings and limiting further subdivisions and they further a public purpose of Fauquier County evidenced in its Comprehensive Plan, as well as the public purpose of the Commonwealth to preserve its designated scenic roads.

R-9 The Property is zoned Rural Agriculture (RA) District and contains 11.6 acres of farmland soils of statewide importance and approximately 4.65 acres of prime agricultural soils and 14 acres of mixed hardwood forest.

R-10 Chapter 8, Rural Land Use Plan of the Comprehensive Plan, establishes objectives for lands zoned RA of:

- (i) Encouraging farming;
- (ii) Directing growth to designated service districts and away from rural lands;
- (iii) Protecting environmental, cultural and visual resources; and
- (iv) Providing strict controls over all new development in rural areas.

R-11 The Comprehensive Plan, as adopted by the Board of Supervisors of Grantee, includes the following goals:

- (i) "To recognize the county's traditionally agricultural and rural character and the need for preservation of its open-spaces and scenic beauty";
- (ii) "To protect critical environmental resources and to maintain renewable natural resources so that they are not degraded but remain viable for future generations"; and
- (iii) "To protect and promote the agricultural industry."

R-12 The Restrictions contained in Article II of this Easement preserve open-space and protect scenic enjoyment for the general public and further the Comprehensive Plan's objectives by limiting subdivision and buildable lots, restricting building rights and building locations and preserving the rural and agricultural character of the Property and the area of the County in which it is located.

R-13 The Property is a part of The Plains Agricultural and Forestal District as designated by the Board of Supervisors of Fauquier County, pursuant to the Virginia Agricultural and Forestal Districts Act (§§15.2-4300 et seq. of the Virginia Code).

R-14 The Agricultural and Forestal District was created pursuant to the Agricultural and Forestal Districts Act, Chapter 43 of Title 15.2, §§15.2-4300 through 15.2-4314 of the Virginia Code, which encourages the conservation, protection, development and improvement of agricultural and forestal lands for the production of food and other agricultural and forestal products as valued natural and ecological resources which provide essential open-spaces for clean air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes and as an economic and environmental resource of major importance. This Easement will protect agricultural and forest land by eliminating further subdivision and buildable lots on the Property and further a public purpose of the Grantee by protecting agricultural and forestal lands.

R-15. The Property contains Greystone, a two-story, Federal style quarried stone house, and a large fieldstone barn, both ca. 1807, potentially eligible for inclusion on the Virginia Landmarks Register and the National Register of Historic Places, as designated in file 030-5343 of the Virginia Department of Historic Resources ("DHR"). The file notes "The stonework is unlike any other noted in the county. The exterior appears to have great integrity." These historic resources are clearly visible to the public from Virginia State Routes 626 and 602.

R-16 The Property is contained within the proposed "Little River Rural Historic District" (the "District") pursuant to registration for the Virginia Register of Historic Places and on the National Register of Historic Places with the United States Department of the Interior Natural Park Service. The district "encompasses approximately 20,000 acres of pristine hunt country, equestrian and agricultural estates containing architecturally significant, picturesque and historic mansions, outbuildings, family cemeteries, and Little River, an important tributary of Goose Creek and the Potomac River."

R-17 This Easement will protect historic properties and historic landscapes, identified in the application for the Little River Rural Historic District by limiting further subdivision, by restricting buildings and their locations and preventing willful destruction of historic structures, and will further a public purpose of the Commonwealth and Fauquier County by protecting scenic and historic landscapes.

R-18 The Property contains areas that are adjacent to portions of Little River, the "Protected Stream," a tributary of Goose Creek.

R-19 The Property is located within the Goose Creek Watershed, an area designated as worthy of special environmental protection in the Comprehensive Plan as a scenic and environmentally sensitive area. Goose Creek has been designated a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia under the Virginia Scenic River Act.

R-20 This Easement establishes riparian buffers and restricts forestal activities and thereby furthers the public purposes of Grantee's Comprehensive Plan, the Virginia Scenic Rivers Act, and will yield a significant public benefit.

R-21 This Easement constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies of the Commonwealth of Virginia set forth below:

(a) Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

(b) The Open-Space Land Act cited above;

(c) Chapter 18, of Title 10.1, §§10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

(d) The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;

(e) Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use.

R-22 Preservation of the Property will promote, further and are pursuant to the clearly delineated governmental and public policies of Fauquier County envisioned by its Comprehensive Plan and the Open-Space Land Act, will further a public purpose of the Grantee by protecting open-space, productive agricultural and forest lands, scenic views, natural resources and the historic character and fabric of the Rural Agricultural District of the County, and will therefore yield a significant public benefit.

R-23 The Grantor and the Grantee desire to protect in perpetuity the open-space values identified in the previous paragraphs, including, but not limited to, conserving and protecting agricultural and forestal lands as natural resources, protecting rural agricultural lands by prohibiting further subdivisions and limiting buildings and building lots, protecting scenic views, protecting the historic resources of the Commonwealth and intend to accomplish such protection by restricting the use of the Property as hereinafter set forth.

R-24 The conservation values of the Property are its agricultural, forestal, scenic and natural values, its historic preservation value, and its value as open-space land preserved for open-space and rural uses, as referenced in I.R.C. Section 170(h)(4)(A)(iii) and Treasury Regulation Section 1.170A-14(d)(4), collectively herein referred to as the "Open Space Values", and as more particularly described in the preceding Recital paragraphs and in Article I hereof, and as further documented in an inventory of relevant features of the Property by Grantee, Grantee's Baseline Documentation Report, the "BDR", which is further described in Section IV below.

R-25 The conservation purpose of this Easement is to preserve and protect in perpetuity the Open-Space Values of the Property and to preserve open space land.

R-26 The Grantee has determined that the restrictions hereinafter set forth in this Easement (the "Restrictions") will preserve and protect in perpetuity the Open-Space Values of the Property, which advance the public purposes established in its Comprehensive Plan and will therefore yield a significant public benefit.

R-27 The Grantee has determined that the Restrictions will limit the uses of the Property to those uses which are consistent with, and do not adversely affect the Open-Space Values of the Property, and the historic and scenic values enjoyed by the general public, or the governmental conservation policies furthered by this Easement.

R-28 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-29 The Grantee, by its Board of Supervisors, at its meeting of October 9, 2008, adopted a resolution accepting this Easement, hereinafter the "Authorizing Resolution," and thereby designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

R-30 The Grantor intends to convey to the Grantee by this Easement the right to preserve and protect the Open-Space Values of the Property in perpetuity and to further the public purposes established in the Comprehensive Plan and to qualify the grant of such restrictions and associated rights as a qualified conservation contribution under Section 170(h)(2)(C) of the I.R.C.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein and the acceptance hereof by Grantee, the Grantor does hereby give, grant and convey to Grantee a conservation and perpetual open-space easement in gross over, and the right in perpetuity to restrict the use of the Property, consisting of 33.99 acres in one (1) parcel, located in Scott Magisterial District, Fauquier County, as more thoroughly described as follows:

ALL THAT certain tract of real estate containing 33.996 acres, more or less, with all improvements thereon, located near Halfway, in Scott Magisterial District, Fauquier County, Virginia, more particularly described by plat of J. Horace Jarrett, CLS, dated October 25, 1976, recorded in the Office of the Clerk of the Circuit Court for Fauquier County, Virginia in Deed Book 338, at page 741.

AND BEING the same property conveyed to Halfway Farm LLC, a North Carolina limited liability company, by deed from Richard G. Smith III, Successor Trustee of that certain Testamentary Trust for the benefit of Margaret Richardson White established under the Will of Lunsford Richardson, dated January 13, 2005, in Deed Book 1139, at page 1166.

The Property is further identified on Fauquier County Tax Maps as PIN-6091-74-1411-000. The restrictions and covenants of this Easement shall apply to the Property as a whole, and the Property shall be considered one parcel for the purposes of this Easement.

ARTICLE I – EASEMENT

1. **PURPOSE.** The purpose of this Easement is to preserve and protect the Open-Space Values and the conservation value of the Property in perpetuity by imposing the Restrictions on the use of the Property set forth in Article II, and by providing for their enforcement in Article III, while allowing the Property to be used for all other uses by the owner as long as such uses do not conflict with, interfere with or significantly impair the conservation value of the Property. The conservation value of the Property is its value as open-space land preserved for open-space and rural uses, including agriculture, livestock production, forest land, historic preservation, and preservation of open space land designated by local governments, all as more specifically identified as the Open-Space Values described in the Recitals to this Easement which are hereby incorporated.
2. **DURATION.** This Easement shall be perpetual. It is an easement in gross which runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the Grantor and the Grantee, and their respective successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations under this Easement of Grantor, or any owner of the Property succeeding in interest to Grantor, shall terminate upon proper transfer of such landowner's interest in the Property, except that any liability for acts or omissions occurring prior to transfer by landowner shall survive such transfer.

3. **NO PUBLIC ACCESS.** 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 retains the exclusive right to such access and use, subject to the terms hereof.

ARTICLE II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property to protect the Open-Space Values of the Property pursuant to the public policies set forth in the Recitals. The acts that the Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISION.**

- A. **Parcels.** The Property shall not be further subdivided or sold or conveyed except as a whole.

- B. **Boundary Adjustments.** Boundary line adjustments between the existing parcels or with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement conveyed to Grantee or other public body as defined in Section 10.1-1700 of the Virginia Code; or

- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of the Grantee or the governing body of any successor in interest to the Grantee.

2. **BUILDINGS AND STRUCTURES.** No permanent or temporary building or structures may be constructed or maintained on the Property other than as follows:

- A. **Primary Residence.** Greystone, the existing primary residential dwelling, containing approximately three thousand, three hundred (3,300) square feet of above ground living space, may be maintained, repaired, renovated, expanded or replaced, subject to the limitations on alteration and willful destruction contained in subparagraph II.2.D., below and after any additions or alterations to the dwelling shall not exceed four thousand (4,000) square feet of above ground living space without Grantee's prior review and written approval. Such approval shall take into consideration protection of the Open Space Values.

- B. **Secondary Residence.** The existing Main Barn Apartment may be repaired, expanded, renovated or replaced or relocated to the existing Carriage Barn, provided that after any and all alterations or replacement, there shall be no more than one secondary residence on the Property, and such secondary residence shall not exceed the existing footprint of the Carriage Barn, unless a more restrictive limitation is imposed by the Zoning Ordinance of Grantee at such time.

C. **Non-Residential Outbuildings and Structures.** Any non-residential outbuildings and structures associated with the primary dwelling permitted in this Article II, other than farm structures permitted in Section 2.H, shall be sized appropriately for use with a single family dwelling, but the aggregate footprint of all such non-residential buildings and structures for such primary dwelling shall not exceed two thousand five hundred (2,500) square feet above ground unless prior written approval shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Open Space Values of the Property.

D. **Alteration and Willful Destruction.** The historic main house, Greystone, the "Historic Building", identified in the BDR, shall not be demolished or removed from the Property without the prior written approval of the Grantee. The Historic Building shall not be altered or modified, including the grounds surrounding such building, in any material manner that detracts from or adversely affects its historic value, recognizing however that repairs and modifications will be needed from time to time to maintain the house and the grounds surrounding. In the event that the Historic Building is destroyed or damaged by causes beyond the Grantor's reasonable control including but not limited to fire; flood, storm, or earth movement, to such an extent that in the opinion of the Grantee, in consultation with Virginia Department of Historic Resources the building or structure'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. Upon such determination by Grantee, the owner of the Property shall have the right to remove the remains of such structure and replace it subject to the other restrictions and site limitations contained in this Easement.

E. **Siting.** Any new permitted structures shall be located and constructed so as to minimize their visibility from the Halfway Road, Virginia State Route 626, at any season of the year. Acceptable strategies for minimizing visibility include, but are not limited to:

- (a) Screening buildings with appropriately sited evergreen plants;
- (b) Retaining existing forest cover;
- (c) Employing architectural forms, materials and colors that blend with the natural landscape rather than contrast with it; and
- (d) Using the natural topography of the Property to minimize the visual impact of the new structure.

F. **Construction and Replacement.** Any residential dwelling permitted hereunder, primary or secondary, whether existing as of the donation of this Easement or subsequently constructed as authorized hereunder may be constructed, reconstructed, maintained, repaired, remodeled, restored, enlarged or, if permissible hereunder, demolished and replaced, if located in the existing dwelling's present location, or within one-hundred (100) feet of its present location, or such other location approved by Grantee which does not affect the Opens-Space Values, subject to the acceptable strategies for minimizing visibility contained in the previous paragraph II.2.E, unless a more restrictive limitation is imposed by the Zoning Ordinance of Grantee at such time.

G. Limitation to Structures. The total collective footprint of all buildings or structures permitted on the Property shall not exceed one percent (1%) of the total area of the Property; provided that Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation purposes and values protected in this Easement, Grantee may approve such increase. The collective footprint of buildings shall be measured in square feet around the perimeter of structures and shall be compared to the total square footage of the Property.

H. Farm Structures. Farm buildings or structures shall be permitted on the Property subject to the restriction contained in the previous subparagraph, II.2.G, except that a new farm building or farm structure, other than those existing at the date of donation of this Easement, exceeding one thousand five hundred (1,500) square feet in ground area, may not be constructed on the Property unless prior written approval of the building or structure shall have been obtained from the Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Open Space Values and the Conservation Value of the Property. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activity specified in subparagraph II.3(i) of this Article II.

I. Roads and Utilities. Existing private roads, paved or unpaved, and utilities that serve permitted buildings or structures in this subparagraph II.2, or that serve adjacent parcels by recorded easements, and unpaved, farm or forest roads, may be constructed, reconstructed and maintained. New private roads for farming and forestry, and new utilities serving permitted structures, may be constructed and maintained on the Property if approved in writing by Grantee and Grantee determines that such roads or utilities will not impair the Property's Open Space Values.

J. Notice. Grantor shall give Grantee at least thirty (30) days written notice before beginning construction or enlargement of any dwelling on the Property permitted under this Easement.

3. INDUSTRIAL OR COMMERCIAL ACTIVITIES. Industrial or commercial activities other than the following are prohibited:

(i) Agriculture, livestock production, including animal husbandry, aquaculture, silviculture, equine activities, and forestry, as well as related small-scale incidental commercial or industrial operations that Grantee shall approve in writing as being consistent with the conservation values of this Easement; provided, however, that large-scale industrial or commercial operations such as race tracks or livestock feedlots are permitted only with the prior written approval of Grantee.

(ii) Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the conservation and open-space values herein protected.

(iii) Processing and sale of agricultural products produced on the Property as long as no additional buildings are required to conduct such activities.

(iv) Activities that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance.

(v) Temporary outdoor activities related to agricultural uses permitted under this subparagraph II.3 which involve one hundred (100) or more people at any one event, provided that any such activities shall not exceed seven (7) consecutive days and further provided that the total of such outdoor events shall not exceed seven (7) events in any twelve (12) month period, unless such events are approved by Grantee in advance in writing.

(vi) Notwithstanding any other provision of this easement, no commercial recreational use, except for de minimis commercial recreational uses, shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** A current, written forest stewardship plan prepared by a professional forester shall be provided to, and approved by, Grantee prior to any commercial timber harvesting. The primary purposes of the forest management plan shall be to maintain a working forest, improve wildlife habitat, maintain the health of the forest and conserve soil and water. At least thirty (30) days before beginning any commercial timber harvesting, a pre-harvest plan or other documentation of the intended harvest shall be submitted to Grantee. Best Management Practices, as defined by the Virginia Department of Forestry in Virginia's Forestry Best Management Practices for Water Quality Guide, shall be used to control erosion and protect water quality when any commercial forestry or land clearing activity is undertaken. Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial timber harvesting:

- (i) The cutting and removal of trees for Grantor's domestic consumption;
- (ii) The cutting and removal of trees or brush in connection with the construction of permitted structures, roads, trails and fences and to accommodate other permitted activities hereunder;
- (iii) The cutting and removal of invasive species, diseased or dead trees or trees, which, were they not removed, would present a hazard to health or safety; and

5. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create private ponds; and (ii) wetlands or stream bank restoration and erosion control pursuant to a government permit, or (iii) as required in the construction of permitted buildings, structures, private roads, and utilities as permitted in this Article II. Grading, blasting or earth removal in excess of one (1) acre for the purposes permitted in this paragraph shall require thirty (30) days prior written notice to Grantee. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, subsurface mining dredging on or from the Property or drilling for oil or gas on the Property is prohibited. Notwithstanding the foregoing, the removal of surface rocks or boulders for agricultural purposes is permitted.

6. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials 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.
7. **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:
- (i) State the name of the Property, its age and its address and / or the name and address of the owners of the Property;
 - (ii) Advertise the sale or lease of the Property;
 - (iii) Advertise the sale of goods or services produced incidentally to a permitted use of the Property;
 - (iv) Provide notice necessary for the protection of the Property;
 - (v) Give directions to visitors;
 - (vi) Recognize historic status or participation in a conservation program; or
 - (vii) Endorse political candidates.

8. **RIPARIAN BUFFER.**

A. **Size, Location, and Permitted Uses.** To protect water quality, any portion of the Property which is located within fifty (50) feet of any edge of the Protected Stream, Little River, the "Buffer", shall be maintained in vegetative cover, including but not limited to, forest shrubs and / or grasses. The Buffer shall be measured from the tops of the stream bank, as documented in the BDR. Within the Buffer there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing a human health or safety hazard, and (d) no plowing, cultivation or other earth-disturbing activity, except as may be reasonably necessary for (i) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (ii) fencing along or within the buffer area; (iii) construction, repair and maintenance of bridges, roads or stream crossings that minimize the obstruction of water flow, (iv) creation and maintenance of foot or horse trails with unimproved surfaces, (v) tree planting and forest management in accordance with Virginia's Forestry Best Management Practices for Water Quality Guide, and (vi) dam construction to create or to repair ponds. Mowing within these buffer strips shall be limited to no more than three times per calendar year. There shall be no grazing of livestock in the Buffer.

B. **Meander.** Should Little River meander or change course naturally, the Buffer shall remain the same width, but move relative to the movement of such stream. In such event any buildings or structures that were outside of the original Buffer and are determined to be within the new Buffer shall not be considered in violation of these restrictions and may be maintained at such locations.

C. **Livestock Watering Facilities.** The owner of the Property may construct livestock watering facilities on the Property which draw water from, and return it to, Little River. The livestock watering facilities must be located outside of the Buffer; however, the pipelines serving watering facilities are permitted to be installed in the Buffer. The location of any such facilities shall be approved by the Grantee prior to construction and shall be a design approved and permitted by the USDA, Natural Resources Conservation Services, or its successor organization.

D. **Roads.** No new roads shall be constructed within the Buffer; except, that private roads to parcels created by permitted divisions and farm roads may be constructed as crossings of the Buffer.

9. **INCONSISTENT USES.** Grantor covenants and agrees that the retained rights and uses in this Article II shall not be exercised in a manner that is inconsistent with the conservation purposes of this Easement.

ARTICLE III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Grantor covenants and agrees that representatives or agents of 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 Grantor or the Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of the restrictions contained herein with notice to the Grantor or Grantor's representative being given at the earliest practicable time.
2. **ENFORCEMENT.** The parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and restrictions herein contained. Grantor hereby grants and conveys to Grantee 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 Grantor failed to comply with this Easement, Grantor shall reimburse 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 the court.
3. **NATURAL CAUSES.** Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

4. **NO PUBLIC RIGHTS.** The parties agree that the Easement does not create, and shall not be construed to create, any rights of the general public to maintain any action for enforcement against Grantor, or their successors or assigns, for any violation of the terms of this Deed.
5. **FAILURE TO ENFORCE.** The failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve Grantor from thereby complying with any such term. Furthermore, the Grantor hereby waives any defense of waiver, laches, estoppel, or prescription.

ARTICLE IV – AMENDMENT

1. **GRANTEE’S PROPERTY RIGHT.** Grantor covenants and agrees that the donation of this Easement gives rise to a property right, immediately vested in 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.
2. **EXTINGUISHMENT, CONVERSION, DIVERSION.** Grantor and Grantee covenant and agree (i) that this Easement is perpetual and shall not be extinguished; and (ii) that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Virginia Code Section 10.1-1704, or any successor provisions, of the Open-Space Land Act. Nevertheless, should any attempt be made to extinguish the Easement, any such extinguishment can be made only by judicial proceedings and only if such extinguishment also complies with Virginia Code Section 10.1-1704 and the provisions of Section 170 of the I.R.C. and the applicable Treasury Regulations. In any sale or exchange of the Property subsequent to an extinguishment, 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 in Article I above, 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. Grantee covenants and agrees to use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
3. **AMENDMENT.** Grantor and Grantee, or Grantee and the then owner of the Property, may amend or modify the Easement to strengthen its terms, increase protection of the Property’s conservation value and natural resources, add to the restricted property, provided that no amendment shall be allowed which affects the Easement’s perpetual duration or reduces the Property’s conservation values. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and the then owner of the Property and recorded among the land records of Fauquier County, Virginia.

ARTICLE V – DOCUMENTATION

DOCUMENTATION. Documentation retained in the office of Grantee including, but not limited to the baseline documentation report, 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. Grantor has made available to Grantee, prior to the donation, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the documentation supplied and contained in the files of Grantee is an accurate representation of the Property.

ARTICLE VI – GENERAL PROVISIONS

1. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances, other than customary utility or access easements, including but not limited to, any mortgages not subordinated to this Easement.
2. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1701 and is evidenced by the signature of Paul McCulla, County Administrator, by authority granted by Grantee’s Board, in its Authorizing Resolution.
3. **ASSIGNMENT BY GRANTEE.** Grantee may transfer or convey this Easement to a public body, as the same is defined by the Open-Space Land Act, but only if Grantee conditions such transfer or conveyance on the requirements that:
 - (i) All restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity;
 - (ii) The transferee agrees not to convert or divert the Property from open-space land uses except as permissible under Section 170 of the I.R.C., as amended, and under Section 10.1-1704 of the Open-Space Land Act;
 - (iii) The transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the I.R.C., as amended, and the applicable Treasury Regulations; and
 - (iv) The transferee records among the land records where the Easement is recorded an assignment of the Easement and provides written notice of such assignment to the Grantor or the then current owner of the Property.
4. **NOTICES TO GRANTEE.** Grantor shall notify Grantee in writing at, or prior to, closing on any inter vivos transfer or sale of the Property. Any notices, requests for approval or other communications to Grantee or any notices, responses to requests for approval or other communications to Grantor under any section of this Easement shall be in writing and sent to the following addresses or to such addresses as may hereafter be specified in writing:

Grantee:

Board of Supervisors
of Fauquier County
10 Hotel Street
Warrenton, Virginia 20186

Grantor:

Halfway Farm LLC
c/o Megan Gallagher
5618 Rock Hill Mill Road
The Plains, Virginia 20198

5. **INCLUSION OF TERMS IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the I.R.C. and Treasury Regulations §1.170A-14, 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.
7. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
8. **ZONING ORDINANCE.** Notwithstanding any other provision of this Easement, Grantee's Zoning Ordinance shall apply to the Property and shall take precedence over this Easement to the extent that the Zoning Ordinance regulations are more restrictive than the terms of this Easement.
9. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

10. **TAX MATTERS.** 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 Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
11. **WARRANTIES.** THE COUNTY OF FAUQUIER AND ANY CO-HOLDER MAKE NO EXPRESS OR IMPLIED WARRANTIES REGARDING WHETHER ANY TAX BENEFITS WILL BE AVAILABLE TO GRANTOR FROM THE DONATION OR ANY PARTIAL DONATION OF THIS EASEMENT, NOR WHETHER ANY SUCH TAX BENEFITS MIGHT BE TRANSFERABLE, NOR WHETHER THERE WILL BE ANY MARKET FOR ANY TAX BENEFITS WHICH MIGHT BE TRANSFERABLE, NOR WHETHER THIS DEED OR ANY OTHER FORM OR DOCUMENTATION PREPARED BY THE COUNTY WILL SATISFY ANY STATE OR FEDERAL REQUIREMENT, LAW OR REGULATION RELATED TO TAX CREDITS OR DEDUCTIONS FOR THE DONATION OR PARTIAL DONATION OF THIS EASEMENT.
12. **RIGHT TO DESIGNATE EASEMENT CO-HOLDER.** Grantee shall have the right, in its sole discretion, now and at any time in the future, to transfer part or all interest it has under this Easement to a public body as the same is defined in Section 10.1-1700 of the Open-Space Land Act. Such transfer shall not require the consent of the Grantor or any trustee under a deed of trust which has been subordinated to this Easement, but shall be subject to the conditions and requirements of Paragraph 3 of this Article VI.
13. **SEVERABILITY.** 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.
14. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
15. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.
16. **RECORDING.** This Easement shall be recorded in the land records office of the Circuit Court of Fauquier County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Gift to be executed by its Manager, Margaret Richardson White, pursuant to a due authority.

GRANTOR:

HALFWAY FARM, LLC
a North Carolina limited
liability company

Margaret Richardson White (SEAL)
Margaret Richardson White, Manager

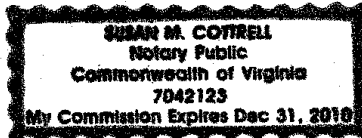
COMMONWEALTH OF VIRGINIA,
CITY / COUNTY OF Fauquier, TO WIT:

I, Susan M. Cottrell, a Notary Public for the Commonwealth aforesaid, hereby certify that Margaret Richardson White, Manager of Halfway Farm, LLC, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 31st day of March, 2009.

Susan M. Cottrell (SEAL)
Notary Public

My commission expires:
Notary I.D.



ACCEPTED:

BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA
A body corporate and politic

By:  (SEAL)
Paul McCulla, Its County Administrator

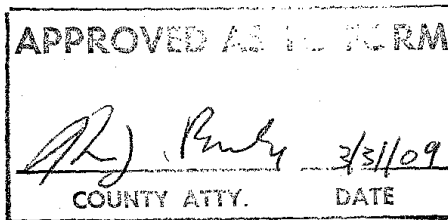
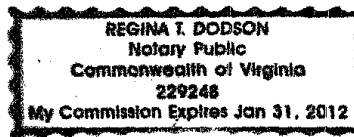
COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, Regina T. Dodson, a Notary Public for the Commonwealth
aforesaid, hereby certify that Paul McCulla, Fauquier County Administrator, personally appeared
before me this day and acknowledged the foregoing instrument on behalf of the Board of
Supervisors of Fauquier County, Virginia.

WITNESS my hand and official seal this 2nd day of April, 2009.

Regina T. Dodson (SEAL)
Notary Public

My commission expires: Jan. 31, 2012
Notary I.D. 229248



RECORDED IN CLERKS OFFICE OF
FAUQUIER ON
April 03, 2009 AT 9:52:10 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
FAUQUIER COUNTY, VA
GAIL H BARB CLERK OF CIRCUIT COURT

Gail H Barb, clerk