

Drafted by:

Mildred Fletcher Slater
P.O. Box 238
Upperville, Virginia 20185
VSB Number 12274

Return to:

The Land Trust of Virginia
P.O. Box 14
Middleburg, Virginia 20118

Fauquier County PINs:

6071-09-6237-000
6072-00-1765-000
6071-28-8393-000

Deed of Gift of Easement

Exempted from recordation tax under the Code of
Virginia (1950), as amended, §58.1-811 (D).

THIS DEED OF GIFT OF EASEMENT (the “Conservation Easement”), made this _____ day of December, 2015, between **JUNO FARM, LLC**, P.O. Box 1850, Middleburg, Virginia, 20118, (“Grantor”), and **THE LAND TRUST OF VIRGINIA, INC.**, P.O. Box 14, Middleburg, Virginia, 20118, (“Grantee”),

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of real property, consisting of 297.2887 acres, more or less, situated at 8170 Patrickswell Lane in the Scott Magisterial District, Fauquier County, Virginia (the “Property”); and

WHEREAS, Chapter 10.1, Title 10.1 of the Code of Virginia of 1950, as amended, entitled “Virginia Conservation Easement Act,” provides for the conveyance of a conservation easement to a charitable corporation declared exempt from taxation pursuant to 26 U.S.C. § 501(c)(3), when the primary purposes or powers of such corporation include “(i) retaining or protecting the natural or open-space values of real property; (ii) assuring the availability of real property for agricultural, forestal, recreational or open space use; (iii) protecting natural resources; (iv) maintaining or embracing air or water quality; or (v) preserving the historic architectural or archaeological aspects of real property”; and

WHEREAS, the Virginia Conservation Easement Act further provides that an

organization described in the preceding paragraphs may hold conservation easements which are perpetual in duration if, *inter alia*, it has maintained a principal office in the Commonwealth of Virginia for at least five years; and

WHEREAS, 26 U.S.C. §170(h)(1) of the Internal Revenue Code defines a qualified conservation contribution as a contribution of a “qualified real property interest” to a “qualified organization” exclusively for “conservation purposes;” and

WHEREAS, the Grantee is a charitable organization exempt from taxation pursuant to 26 U.S.C. § 501 (c)(3), and a “qualified organization” and an “eligible donee” under 26 U.S.C. § 501 (c)(3) and 26 CFR §1.170A-14(c)(1), with purposes including those specified in the Virginia Conservation Easement Act, and has maintained a principal office in the Commonwealth of Virginia for at least five years; and

WHEREAS, 26 U.S.C. §170(h)(2)(C) defines the term “qualified real property interest” to include “a restriction (*granted in perpetuity*) on the use which may be made of the real property,” and an easement granted in perpetuity qualifies as a qualified real property interest under this section, 26 CFR §1.170A-14(b)(2); and

WHEREAS, 26 U.S.C. §170(h)(4) defines a conservation purpose as “(i) the preservation of land areas for outdoor recreation by, or the education of, the general public, (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, (iii) the preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or (iv) the preservation of a historically important land area or certified historic structure;” and

WHEREAS, pursuant to the requirement of §10.1-1010 of the Virginia Conservation Easement Act, the limitations and obligations created by this Conservation Easement conform in all respects to the Fauquier County Comprehensive Plan (1992-2010), adopted on September 20, 1994, and last amended June 12, 2014; and

WHEREAS, the Property consists of approximately 296 acres of open fields and forested lands; and

WHEREAS, the Property is situated 0.7 miles east of Rectortown in an agricultural and rural area of Fauquier County, is zoned “Agriculture District” (RA), and contains productive agricultural and forestal land; and

WHEREAS, the Property is located on and is visible from Atoka Road (State Route 713), which is Virginia Bypass, and a designated Fauquier County Scenic Road, as identified on Map 2.13 “Scenic Roads and Areas of Impact” in the Fauquier County Comprehensive Plan; and

WHEREAS, the restrictions contained in Article II of this Conservation Easement protect the scenic views and the scenic enjoyment of the general public by restricting buildings and limiting further subdivision, 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; and

WHEREAS, the Property is in the watershed of Goose Creek, a State Designated Scenic River; and

WHEREAS, the Property contains four areas totaling approximately 7.2 acres of National Wetlands Inventory wetlands classified as “Freshwater Forested / Shrub Wetlands”; and

WHEREAS, the Property lies adjacent to land under conservation or open-space easement and contributes to the conservation or open-space values of such land under easement; and

WHEREAS, the Property contains 285 acres of soils defined by the Natural Resources Conservation Service of the United States Department of Agriculture as being either Prime Farmland or Farmland of Statewide Importance; and

WHEREAS, the Property is located in Cromwell’s Run Rural Historic District, which District is listed on the Virginia Landmarks Register as of June 19, 2008, Department of Historic Resources Reference Number 030-5434, and listed on the National Register of Historic Places with the United States Department of the Interior, National Park Service as of September 19, 2008, Reference Number 08001051; and

WHEREAS, the Property consists of historically significant land, as the Property is part of historic Patrickswell Farm, which contributes to Cromwell’s Run Rural Historic District described above, and is listed as Department of Historic Resources Reference Number 030-5434-0082. The Property also contains historically significant structures that contribute to Cromwell’s Run Rural Historic District, including the dwelling at 8170 Patrickswell Lane, and numerous other contributing resources; and

WHEREAS, the Property lies within the Mosby Heritage Area, a 1,800-square-mile area of Northern Virginia, designated a Heritage Area by the Commonwealth of Virginia in 1995 to increase awareness of the historic, scenic, and natural qualities of the region, which area was named for Civil War Confederate Cavalry Officer John S. Mosby, and which area is stewarded by the Mosby Area Heritage Association, Inc., with a goal of preserving the history, scenery, and culture of the region; and

WHEREAS, the Property possesses significant Conservation Values, set forth in Article I, the preservation of which will benefit the citizens of the Commonwealth and the public; and

WHEREAS, the conveyance of the Conservation Easement on the Property is in furtherance of and will serve clearly delineated federal, regional, state and local conservation policies, as set forth in:

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; and

The Virginia Conservation Easement Act (Code of Virginia, §§10.1-1009 *et seq.*), which provides for the conveyance of conservation easements in perpetuity to a private charitable organization such as the Land Trust of Virginia for the purposes noted above; and

The United States Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. Subsection 4201, the purpose of which is to “minimize the extent to which Federal Programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses and to assure that Federal Programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland”; and

The Code of Virginia (§10.1-1800 *et seq.*), which declares it to be the public policy of the Commonwealth to encourage the preservation of open space land; and

The Virginia Open Space Land Act (Code of Virginia, §§10.1-1700 *et seq.*), which declares that 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 which authorizes the use of open space easements to maintain the character of open-space land; and

The Virginia Land Conservation Incentives Act of 1999 (Code of Virginia, §§58.1-510 - 58.1-513), which provides an income tax credit for donors of interests in land for conservation purposes to encourage the preservation and sustainability of Virginia's unique natural resources, wildlife habitats, open spaces, and forested resources; and

The Code of Virginia (§§58.1-3229 *et seq.*), which provides for and promotes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open space use, said Property having been approved for use value assessment, and, as such, identified as having important agricultural values; and

Legislation that designates Goose Creek, a public water supply, as a scenic river under the Scenic Rivers Act (§§10.1-400 *et seq.* of the Code of Virginia), which provides for the administration of the scenic river “to preserve and protect its nature, beauty ... and to encourage the continuance of existing agricultural, horticultural, forestry and open space land and water uses;” and

WHEREAS, the Property is located within the Goose Creek and Potomac River Watersheds, areas planned for special environmental protection in the Fauquier County Comprehensive Plan, and in the Critical Areas Report prepared by the Division of State Planning and Community Affairs for the General Assembly of the Commonwealth of Virginia, Goose Creek and the Potomac River being public water supply sources; and

WHEREAS, preservation of the Property will promote the public policies of Fauquier County, as delineated in the Fauquier County Comprehensive Plan (1992-2010), adopted on September 20, 1994 and last amended June 12, 2014, by conforming with the following goals: 1. To sustain and enhance the quality of life of the county's citizens; 2. To recognize the county's traditionally agricultural and rural character and the need for preservation of its open spaces and scenic beauty; 3. To protect critical environmental resources and to maintain renewable natural resources so that they are not degraded but remain viable for future generations; and 4. To protect and promote the agricultural industry; and

WHEREAS, preservation of the Property will promote the public policies of Fauquier County as delineated in Article 2 of the Fauquier County Code that provides for use value assessment of certain real property in the county as real estate devoted to agricultural, forestal, horticultural or open-space uses, which ordinance was enacted pursuant to Virginia Code Section 58.1-3231, the Property having been approved for use value assessment; and

WHEREAS, preservation of the Property will promote the public policies of Fauquier County, as delineated in Chapter 8, Rural Land Use Plan of the Fauquier County Comprehensive Plan, establishes objectives for lands zoned "Agriculture District" (RA):

- (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; and

WHEREAS, the Property is included on the "Scenic Roads and Areas of Impact" map in the Fauquier County Comprehensive Plan at section 2.13; and

WHEREAS, the restrictions contained in this Conservation Easement preserve open-space and protect scenic enjoyment and further the Plan's objectives by limiting subdivision and buildable lots, restricting building rights and building locations and preserving the rural character of the Property and the area of the County in which it is located; and

WHEREAS, the specific Conservation Values of the Property, as set forth in Article I hereof, are further documented in an inventory of relevant features of the Property, "Juno Farm Baseline Documentation Report," incorporated herein by reference, acknowledged as an accurate description of the Property as of the date of donation and signed by the Grantor and the Grantee, to be maintained on file in the offices of the Grantee, and intended to serve as an accurate and objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the retention, preservation and protection of the Conservation Values will be a significant and substantial benefit to the citizens of the Commonwealth and the public; and

WHEREAS, the Grantor and Grantee intend that the Conservation Values of the Property be retained, preserved and protected by restricting the use of the Property as set forth in Article II, herein, by permitting only those uses on or development of the Property that will not

adversely affect, are not inconsistent with, do not conflict with, diminish, impair or interfere with such values; and

WHEREAS, the Grantor further intends, as to all or any portion of or interest in the Property, as owner of the Property, to grant and convey in perpetuity to the Grantee, the right in perpetuity (1) to retain, preserve and protect the Conservation Values of the Property by granting this Conservation Easement to the Grantee that will restrict use of the Property by the Grantor because of the imposition of the duties, restrictions, covenants, and other terms and conditions (“Terms and Conditions”) hereinafter expressed, and (2) to enforce such Terms and Conditions; and

WHEREAS, the Grantee intends and has hereby agreed to accept such conveyance and to protect the Conservation Values on the Property; and

WHEREAS, the Grantor and Grantee hereby agree that the Terms and Conditions will retain, preserve and protect in perpetuity the Conservation Values of the Property by limiting use of the Property to those uses that do not adversely affect, are not inconsistent with, do not conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values, both of which are defined in Article I.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants set forth herein and the acceptance of this conveyance by the Grantee, the Grantor does hereby give, grant and convey to the Grantee a Conservation Easement in gross over, and the right in perpetuity to restrict the use or development of, the Property, which is described in Schedule “A” attached hereto and made a part hereof, and which consists of 297.2887 acres, more or less, located in the Scott Magisterial District, Fauquier County, Virginia, near Rectortown, fronting on State Route 713 (Atoka Road), hereby referred to as the “Property”:

Legal Property Description is attached as Schedule A.

The Property is shown as PINs 6071-09-6237-000, 6072-00-1765-000, and 6071-28-8393-000 among the land records of Fauquier County. Even if the Property consists of more than one parcel for real estate tax or for any other purpose, it shall be considered to be one parcel for the purpose of this Conservation Easement, and the Terms and Conditions shall apply to the Property as a whole.

The term “the Property” as used herein shall also apply to any subdivided parcel created from the Property as permitted hereunder, so that the Terms and Conditions applicable to the Property shall be applicable to each divided parcel when created.

AND SUBJECT, HOWEVER, to the restriction that the Grantee may not transfer or convey the Conservation Easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all Terms and Conditions, and all the conservation purposes, set forth in this deed are to be continued in perpetuity, and (2) the transferee is an organization then authorized under Virginia law and qualifying as an eligible

donee as defined by U.S.C. 26 §170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

ARTICLE I – PURPOSE

The purpose and intent of this Conservation Easement (“Conservation Purpose”) is to retain, preserve and protect the Conservation Values of the Property in the public interest in perpetuity by imposing the restrictions on the use of the Property set forth in Article II and providing for their enforcement in Article III. By so doing, the Grantor and Grantee have the common purpose of preventing, through the enforcement powers granted to the Grantee, any use or development of the property that will adversely affect, be inconsistent with, conflict with, diminish, impair, or interfere with the Conservation Values. The Conservation Values of the Property (“Conservation Values”) are those values of the Property that implement the Conservation Purposes of this Conservation Easement, and that implement the conservation purposes and conservation and preservation interests set out in the Code of Virginia §10.1-1009 and §58.1-512 and Internal Revenue Code §170(h)(1)(C), and in the implementing regulations and other implementing provisions for each of the Codes. The Conservation Values of the Property include its values for preservation of open space, agricultural use, forestal use, and watershed preservation, as noted in the recitals to this instrument and as further documented in the “Juno Farm Baseline Documentation Report.”

ARTICLE II - RESTRICTIONS

Restrictions are hereby imposed on uses of the Property pursuant to the public policies herein above set forth and in accord with the policy of the Commonwealth of Virginia, as set forth in Chapter 10.1 of the Code of Virginia of 1950, as amended, *inter alia*, to preserve the Commonwealth’s scenic, natural, and open space lands. Any activity, development or use of the Property that would adversely affect or be inconsistent with the purpose and intent of this Conservation Easement, or with its Conservation Purpose or Conservation Values, or which will result in the intentional destruction or significant alteration of the Conservation Values other than for general maintenance or restoration or for activities deemed necessary for safety considerations, is prohibited. Without limiting the generality of the foregoing, the acts which the Grantor covenants to do and not to do upon the Property, and the Terms and Conditions which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISION/SUBDIVISION.** The Property shall not be divided or subdivided into, or separately conveyed as, more than two (2) individual properties. Boundary line adjustment between the existing interior parcels, of which three (3) exist on the date of this Conservation Easement, shall be permitted. Notwithstanding the foregoing, the terms and conditions of this Conservation Easement shall remain in full effect, in perpetuity, on the land described on the attached Schedule A.

The acquisition of a *de minimis* portion of the Property adjacent to Virginia Route 713 for minor road improvements shall not be considered a division or subdivision of the Property. For the purpose of this paragraph, “minor road improvements” does not include the addition of new

travel lanes.

Nothing in this paragraph shall restrict the sale, gift or transfer as a whole of the Property subject to this Conservation Easement.

2. BUILDINGS, STRUCTURES, ROADS AND UTILITIES. Grantor shall give Grantee written notice at least 60 days before beginning construction, replacement, or enlargement of any dwelling or other building, structure, road or utility on the Property.

(i) **Buildings and Structures:** No permanent or temporary building or structure (including, but not limited to, cell phone towers or commercial wind power facilities) shall be built or maintained on the Property other than:

(a) **Primary Dwellings:** Two (2) single-family primary dwellings, of which none exist on the date of the Conservation Easement. Such primary dwellings shall not exceed 6,500 square feet in ground area each, with said ground area being defined as the square footage of the foundation of the dwelling, inclusive of all roofed decks, porches, stoops, and other attached roofed structures (and hereafter referred to as "Ground Area"), unless written approval prior to the commencement of construction ("Prior Written Approval") shall have been obtained from the Grantee. In the event of a division of the Property in accordance with this instrument, permitted primary dwellings shall be allocated equally between the parcels in the instrument creating the division; and

(b) **Secondary Dwellings:** Four (4) single-family secondary dwellings, of which three exist on the date of the Conservation Easement. Such secondary dwellings shall not exceed 2,500 square feet in Ground Area each, unless Prior Written Approval shall have been obtained from the Grantee. In the event of a division of the Property in accordance with this instrument, permitted secondary dwellings shall be allocated between the parcels in the instrument creating the division as follows: equally, unless otherwise determined in the instrument creating the division; and

(c) **Non-Residential Buildings and Other Structures:** Non-residential outbuildings and other structures commonly and appropriately incidental to the dwellings permitted under subparagraph (a) and sized appropriately to serve as an amenity to single family residential use, but the aggregate Ground Area of such non-residential outbuildings and other structures on the Property shall not exceed 6,000 square feet in Ground Area, unless Prior Written Approval shall have been obtained from Grantee. In the event of a division of the Property in accordance with this instrument, permitted square footage of non-residential buildings and other structures shall be allocated between the parcels in the instrument creating the division as follows: equally, unless otherwise determined in the instrument creating the division; and

(d) **Farm Buildings and Other Farm Structures:** Farm buildings and other farm structures, provided the aggregate Ground Area of said farm buildings and structures on the Property, existing or new, does not exceed 71,000 square feet in Ground Area, unless Prior

Written Approval for the building or structure shall have been obtained from Grantee. An Indoor Riding Arena shall not be included in this square footage, and said arena shall not exceed 25,000 square feet in Ground Area. If said Indoor Riding Arena is constructed within "Building Envelope One," as shown on Exhibit A, it shall be constructed in the area defined by cornerpoints A, B, C, and D. For purposes of this subparagraph, a farm building or other farm structure shall mean a building or structure constructed and used for the activities specified in Article II, section 4 sub-paragraph (i). In the event of a division of the Property in accordance with this instrument, permitted square footage of farm buildings and other farm structures shall be allocated between the parcels in the instrument creating the division equally, unless otherwise determined in the instrument creating the division.

(ii) **Location of Buildings and Structures:** The following restrictions apply to the location of permitted new buildings or other structures:

(a) **Building Envelopes:** Unless otherwise noted herein, no building or structure may be constructed beyond the "Building Envelopes" as shown on Exhibit A, unless Prior Written Approval shall have been obtained from the Grantee. Notwithstanding the foregoing, wells, drainfields, and utilities serving allowable buildings and structures, and reasonable grading related to the construction thereof, may be constructed outside the Building Envelopes.

(b) Each Building Envelope shall be surveyed and staked prior to construction of any new buildings or structures within said Building Envelopes. A copy of each survey shall be provided to Grantee prior to such construction.

The Building Envelope restrictions shall not apply to existing buildings, fencing, stone walls, permitted signs, mailboxes, feeding and watering troughs, or small run-in sheds for horses or other animals that are consistent with generally accepted agricultural, animal husbandry or equine practices; provided, no more than eight (8) run-in sheds, each of which shall not be larger than 288 square feet in size each, may be constructed anywhere on the Property, except that said run-in sheds, which are considered to be farm structures, shall not be constructed within 400 feet of the centerline of State Route 713 (Atoka Road). In the event of a division of the Property in accordance with this instrument, said eight (8) run-in sheds permitted to be constructed beyond the bounds of the Building Envelopes shall be allocated between the parcels in the instrument creating the division as follows: equally, unless otherwise determined in the instrument creating the division.

(iii) **Other Restrictions Applicable to Buildings and Structures:**

(a) **Building height:** Building height of any dwelling or non-dwelling structure shall not be more than thirty-five (35) feet, as measured from final grade to ridge of roof.

(b) **Downlighting:** Use of exterior lighting in all areas shall be limited to fully horizontally-shielded lighting fixtures. The light element (lamp or globe) of a fixture shall not extend below the cut off shield.

(c) **No Demolition:** The existing historic structures on the Property that are listed

as contributing to Cromwell's Run Rural Historic District ("Contributing Structures"), shall not be demolished or removed without the Prior Written Approval of Grantee. Approval of Grantee shall include consideration of any individual Contributing Structure's historic and structural integrity. To that end, Grantee may, in its discretion, require that Grantor obtain a report written by a structural engineer or professional architectural historian regarding said Contributing Structure's historic and structural integrity. In the event that (1) Prior Written Approval is granted to demolish or remove any Contributing Structure, (2) any such Contributing Structure is destroyed by causes beyond Grantor's reasonable control, including, but not limited to, fire, flood, storm, or earth movement, or (3) any such Contributing Structure is damaged by causes beyond Grantor's reasonable control to such an extent that, in the opinion of Grantee, the Contributing Structure's historic or structural integrity is irremediably compromised, nothing herein shall obligate Grantor to reconstruct the Contributing Structure, or return it to its prior condition, and Grantor shall have the right to build a replacement structure, provided that any replacement structure shall be constructed at the same location as the original Contributing Structure, unless Grantor demonstrates that an alternate site would provide better or equal protection of the Conservation Values of the Property, and Grantee gives Prior Written Approval of the alternate site.

The aforementioned Contributing Structures are listed in the Virginia Department of Historic Resources Architectural Survey for "Patrickswell" farm (DHR ID: 030-5434-0082) as "Secondary Resource" numbers 1, 2, 3, 5, 6, 10, 12, 13, 15, 16, 17, 18, 19, 21, 23 and 24. The location of each Contributing Structure is shown on a plat attached as "Exhibit B", and titled "Juno Farm, LLC Property – DHR Historic District Survey Map (2007)".

(iv) **Aggregate Ground Area.** The aggregate Ground Area of all buildings and other structures on the Property, excluding roads, shall not exceed 125,000 square feet without Prior Written Approval of Grantee. For the purpose of this sub-paragraph the aggregate Ground Area is the measurement in square feet of the footprint of all of the buildings and structures, existing or new, set forth in subsections (i) through (iii) above. In the event of a division of the Property in accordance with this instrument, permitted square footage of Ground Area shall be allocated between the properties in the instrument creating the division equally, unless otherwise determined in the instrument creating the division.

(v) **Consistency With Conservation Values.** Any construction of a new, replaced or enlarged permitted building or structure must not adversely affect, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values.

(vi) **Exceptions.** The prohibitions and restrictions above shall not preclude the repair or replacement of any structures existing as of the date of this Conservation Easement or the construction or maintenance of reasonably sized fencing, mailboxes, gate posts, or permitted signs, provided said activities do not adversely affect, are not inconsistent with, and do not conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values.

(vii) **Roads and Utilities.** Private roads or access ways, and utilities that serve only permitted buildings or structures, roads to parcels created by permitted divisions of the Property, and roads or access ways with permeable surfaces for safety needs or other permitted uses, such as farming or forestry, may be constructed and maintained, with Prior Written Approval of Grantee. Utilities, other than those serving the Property, may be permitted if the Grantee, in its sole and absolute discretion, determines in writing, that construction and maintenance of said utilities will not have significant impacts upon, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values.

(viii) **Alterations, Demolition, and Ground-Disturbing Activities.** Other than as otherwise allowed under this Section or Section 8 of this Article, there shall be no alterations, demolition, or ground-disturbing activity with regard to buildings, other structures, roads and utilities that may impact on historic, cultural, or natural heritage resources.

3. RIPARIAN BUFFER/WETLANDS.

(i) To protect water quality, a 100-foot buffer strip shall be maintained in forest or be permitted to revegetate naturally, and there shall be no damaging or filling of wetlands in a 100-foot buffer strip, except as set forth below, along the outer edge of the wetlands on the Property, as identified on Exhibit A. "Wetlands" are defined as any area marked as wetlands on county, state or federal maps, and any lands with characteristic hydric soils that are saturated or inundated by surface or ground water at a frequency or duration sufficient to support, and that under normal conditions do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, or any land below an identifiable debris line left by water action. Nothing contained herein shall prohibit or prevent the Grantor from undertaking efforts to restore or create additional wetlands upon the Property.

(ii) Within this buffer strip there shall be no construction of buildings, structures, roads, or other impervious surfaces, no storage of compost, manure, fertilizers, chemicals, machinery or equipment, and no cultivation, dumping, filling or damaging of wetlands, plowing, or other earth disturbing activity conducted, except as may be reasonably necessary for (a) wetland or stream bank restoration and erosion control pursuant to a government permit, (b) fencing along or within the buffer area, (c) removal of individual trees presenting a danger to persons or property and removal of diseased, dead, non-native trees, shrubs or plants, or invasive trees, shrubs or plants (as defined in the Virginia Department of Conservation and Recreation's publication: "Invasive Alien Plant Species of Virginia" or other, independent authoritative source).

(iii) Livestock are prohibited from grazing in, and shall be fenced out of the buffer strip. Any fencing so required shall be established within a period of no more than two years from the date the Conservation Easement is recorded, and shall thereafter be maintained.

The prohibitions in (i), (ii), and (iii) above shall not preclude the repair or replacement of any structures existing as of the date of this Conservation Easement or the construction or maintenance of reasonably sized fencing, mailboxes, gate posts, or permitted signs, provided said activities do not adversely affect, are not inconsistent with, and do not conflict with, diminish,

impair, or interfere with the Conservation Purpose or Conservation Values.

4. INDUSTRIAL OR COMMERCIAL ACTIVITIES. Industrial or commercial activities are prohibited, with the exception of the following activities, which shall be permitted only if they are not inconsistent with and do not adversely affect, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values: (i) agriculture, including, but not limited to, viticulture (including the growing of grapes, but not including wineries), horticulture, floriculture and animal husbandry, silviculture, forestry, and equine and equestrian activities; (ii) temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property; (iii) activities which can be and are in fact conducted wholly within permitted buildings without alteration to the external appearance thereof; and (iv) operation of seasonal markets for the sale of agricultural products produced on the property. Notwithstanding the above, commercial recreational activity or use beyond a *de minimis* level is prohibited.

5. HUNTING. Nothing in this Conservation Easement shall be construed to limit non-commercial hunting, including foxhunting with hounds and horses, provided said activities do not adversely affect, conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values.

6. MANAGEMENT OF FOREST.

(i) The landowner shall have in place a current, written Virginia Forest Stewardship Plan prior to the commencement of timber harvesting or other significant forest management activities. The forest stewardship plan shall include a provision that all forest management and harvesting activities be developed by, or in consultation with, the Virginia Department of Forestry, or be consistent with Virginia's Forestry Best Management Practices for Water Quality Guide. The primary purposes of the forest stewardship plan may include, but need not be limited to, maintenance of the health and biological diversity of the forest, as well as management of woodlands to improve wildlife habitat, forest stand management to maintain the health of the forest, management of timber for income, and soil and water conservation.

(ii) Forest Management – Commercial. Clear cutting is prohibited. Best Management Practices, as defined in by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any forest management, timber harvesting, or land clearing activity is undertaken. The Grantor shall notify the Grantee, in writing, no later than thirty (30) days prior to the start of any such activity, and again within seven (7) days of its completion. All forestry activities shall comply with the forest stewardship plan and shall be carried out so as to preserve the Conservation Values of the property. To the extent that a Property falls under this paragraph solely because its forest is used for commercial purposes, the term “commercial purposes” and the provisions of paragraph (i) above shall not be construed so as to prohibit the harvest of forest products for personal use by Grantor on the Property, such as lumber, firewood, and raw material for small-scale home industry, nor of the incidental sale of forest products harvested in the exercise of Grantor's noncommercial cutting rights.

(iii) Forest Management – Non Commercial. Grantor reserves the right to manage forested land by selective cutting, pruning, and planting for noncommercial purposes, which may include forest management for the creation of trails and recreational areas; for safety of users of the Property; for control of active fire, and prevention of fire and disease; for prevention or removal of invasive species (as defined in the Virginia Department of Conservation and Recreation’s publication: “Invasive Alien Plant Species of Virginia,” or other, independent, authoritative source); for restoration or enhancement of wildlife habitat and riparian areas (as to riparian areas, subject to the Terms and Conditions applicable to riparian buffer areas in Section 3 of this Conservation Easement); for household gardening and landscaping in the Building Envelope or the general maintenance of the high scenic character and healthy wildlife habitat of the Property. The prohibition against commercial purposes should not be construed to prohibit the harvest of forest products for personal use by Grantor on the Property, such as lumber, firewood, and raw material for small-scale home industry, nor the incidental sale of forest products harvested in the exercise of Grantor’s noncommercial cutting rights. No more than three new openings or clearings, and no new opening or clearings greater than 1,000 square feet, in the forest are permitted for noncommercial purposes, unless approved in advance and in writing by Grantee as necessary to safeguard the health of forested acreage, to prevent or mitigate greater harm to the Conservation Values of the Property or to enhance wildlife habitat.

7. **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 and burn piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts incidental to operation of the farm on the Property, or temporary accumulation of construction trash during any period of construction on the Property, as long as such practices are conducted in accordance with applicable governmental laws and regulations and are not inconsistent with and do not adversely affect, conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values.

8. **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 and/or address of the owners, (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) advertise political candidates or parties. No such sign shall exceed nine square feet in size.

9. **CHANGES IN TOPOGRAPHY; GRADING, BLASTING, MINING, FILLING, EARTH REMOVAL.** Grading, blasting, filling or earth moving or removal shall not alter the topography of the Property except for wetlands or stream bank restoration pursuant to a government permit, or for erosion and sediment control pursuant to a government-required erosion and sediment control plan, or as required in the construction of permitted buildings, other structures, private connecting roads, and utilities as described in Article II, Section 2, or for farm ponds. 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 any such alteration. Notwithstanding the foregoing, no grading, blasting, filling or earth moving or removal is permitted on the Property if it will adversely affect, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Values protected by this Conservation Easement, or if it may impact historic, cultural, or natural heritage resources. Mining by surface mining or any other method, dredging on or from the Property, or drilling for oil and gas on or under the Property is prohibited.

10. LANDS IN AGRICULTURAL USE.

As long as the Property is used for agricultural purposes, including, but not limited to, viticulture (but not including viniculture or wineries), horticulture, floriculture and animal husbandry, silviculture, forestry, and equine and equestrian activities, it shall have, and shall be managed in accord with, a written Farm Conservation Plan, which shall be prepared for the Property by, or in consultation with, the John Marshall Soil and Water Conservation District or Natural Resources Conservation Service representative, within six (6) months of the date hereof. The Farm Conservation Plan shall stipulate the use of Best Management Practices for water quality protection, be approved in advance by the Grantee, and may, from time to time, be modified or amended by mutual agreement of the Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not adversely affect, be inconsistent with, conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values protected by this Conservation Easement.

ARTICLE III - ENFORCEMENT

1. ENTRY/RIGHT OF INSPECTION. Representatives of the Grantee may enter the Property at reasonable times for purposes of inspection (including the taking of photographs) and enforcement of the terms of this Conservation Easement after reasonable notice to the Grantor or the Grantor's representative, provided however, that in the event of an emergency, as defined solely by the Grantee, Grantor consents to allow entrance onto the property to inspect, evaluate, prevent, terminate or mitigate a potential violation of these restrictions with notice to the Grantor or Grantor's representative being given at the earliest practicable time. Reasonable notice for non-emergencies shall be considered as not exceeding fifteen (15) days.

2. ACTION TO ENFORCE. Grantee has the right to bring an action at law or in equity to prevent or stop any violation of the Terms and Conditions of this Conservation Easement or any use that adversely affects, is inconsistent with, conflicts with, diminishes, impairs, or interferes with the Conservation Purpose or Conservation Values. Grantee also has the right to bring such an action to enforce the Terms and Conditions contained herein. This right specifically includes: (i) the right of entry onto the property for the purposes of evaluating the extent and nature of any potential violation; (ii) the right to require restoration of the Property to its condition at the time of donation, including the removal of any offending buildings or structures; (iii) the right to require restoration of the Property to a condition of compliance with the Terms and Conditions of this Conservation Easement; (iv) the right to recover any damages, including monetary damages, arising from non-compliance, the loss of Conservation Values, or

the inability to return the Property to its condition at the time of donation; and (v) the right to enjoin non-compliance by *ex parte* temporary or permanent injunction. These remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. If the court determines that the Grantor failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any costs of enforcement, including costs of investigating, preventing, stopping and correcting the non-compliance, restoration costs, court costs and expenses, including expert witness fees and attorney's fees, in addition to any other payments ordered by such court. The Grantee shall not, by any failure to discover non-compliance or otherwise to act, or by any prior forbearance to exercise rights under this Conservation Easement, waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure or forbearance by the Grantee.

ARTICLE IV - DOCUMENTATION

1. **DOCUMENTATION.** The Conservation Values of the Property and its condition, use, character and state of improvement are described in the Juno Farm Baseline Documentation Report, incorporated herein by reference. The Juno Farm Baseline Documentation Report was signed by the Grantor, and made available to and signed by the Grantee, prior to the donation, and will be maintained on file in the offices of the Grantee. Grantor and Grantee have copies of the Juno Farm Baseline Documentation Report, and acknowledge that the Juno Farm Baseline Documentation Report is an accurate representation of the condition of the Property as of the date of this Conservation Easement. The Juno Farm Baseline Documentation Report may be used by Grantee to determine compliance with and enforcement of the terms of this Conservation Easement, including specifically to establish that a change in the condition, use, character or state of improvement of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition, use, character or state of improvement of the Property as of the date of this Conservation Easement.

ARTICLE V - GENERAL PROVISIONS

1. **DURATION.** This Conservation Easement shall be perpetual. It is an easement in gross which runs with the land as an incorporeal interest in the property. The Terms and Conditions contained in this Conservation Easement are binding upon, and inure to the benefit of, the parties hereto and their successors in interest, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Conservation Easement terminate upon proper transfer of such owner's interest in the Property, except that liability to Grantee for acts or omissions by Grantor in violation of this easement occurring prior to transfer shall survive transfer.

2. **NO PUBLIC ACCESS.** Although this Conservation 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.

3. **TITLE WARRANTY.** Grantor covenants and warrants that Grantor has good and marketable title to the Property, free and clear of all encumbrances (except utility and access easements of record), including, but not limited to, any mortgages, judgments or other liens not subordinated to this Conservation Easement, and hereby promises to defend same and hold Grantee harmless against any and all claims that may be made against it. The holders of all liens or other encumbrances arising from borrowing have subordinated their interests in the Property to the operation and effect of this Conservation Easement, by their execution hereof.

4. **INTERACTION WITH OTHER LAWS.** This Conservation 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 Conservation 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. Specifically, neither the Property, nor any portion thereof, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to or counted towards development of any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

5. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Grantee to effect the purposes of the Conservation Easement and the policies and purposes of Grantee. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the forgoing, lawful acts or uses consistent with the purposes of, and not expressly prohibited by, this Conservation Easement are permitted on the Property. Grantor intends that the grant of this Conservation Easement qualify as a “qualified conservation contribution” as that term is defined in 26 U.S.C. §170(h)(1) of the Internal Revenue Code, and the restrictions and other provisions of this instrument shall be, where possible, construed and applied in a manner that will not prevent this Conservation Easement from being a qualified conservation contribution.

6. NOTICES TO GRANTEE; GRANTEE APPROVAL.

(i) The Grantor shall notify the Grantee in writing prior to dividing or subdividing the Property, and shall notify the Grantee in writing prior to closing on any *inter vivos* transfer or sale of the Property or any part thereof, other than a deed of trust or mortgage on all or any part of the Property.

(ii) The Grantor shall notify the Grantee in writing prior to exercising any reserved right or undertaking any activity that may have an adverse impact on the conservation interests associated with this Conservation Easement or that may adversely affect, be inconsistent with,

conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values.

(iii) In any case where the terms of this Conservation Easement require notice to the Grantee, Grantor shall provide written notice to the Grantee at least 60 days prior to commencing the activity requiring the notice.

(iv) In any case where the terms of this Conservation Easement require approval of the Grantee, Grantor shall make a written request for such approval to the Grantee, herein "Prior Written Approval". Unless otherwise provided for in the Conservation Easement, the Grantee shall have sixty (60) days from the receipt of a request for Prior Written Approval, or such longer period as the parties may agree in writing, within which to review such request and grant approval. Failure by Grantee to respond within sixty (60) days shall not constitute denial, unless the parties agree otherwise. In considering whether or not to grant any Prior Written Approval to the Grantor, the Grantee shall determine in each instance whether the proposed activity on, use, or development of the Property (including the size, setting, or height of the proposed Building or Structure) will not adversely affect, will not be inconsistent with, and will not conflict with, diminish, impair or interfere with the Conservation Values. These determinations will be in the sole discretion of the Grantee. Should the Grantee determine that the granting of Prior Written Approval would authorize an activity, use, or development that would adversely affect, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Values, the Grantee may deny to grant such approval. These determinations will be in the sole discretion of the Grantee.

(v) Notices and requests for Grantee's approval must describe the situation or activity in question in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Conservation Values, Conservation Purpose, and Terms and Conditions of this Conservation Easement.

(vi) The failure of the Grantor or Grantee to perform any act required by this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

7. FORMS OF NOTICE. Any notices or requests for approval required by this Conservation Easement shall be in writing and shall be personally delivered or sent by registered or certified mail, to Grantor or Grantee respectively, to such addresses as the parties may designate by notice.

8. PROPERTY RIGHT OF GRANTEE; EXTINGUISHMENT.

(i) The Grantor agrees that the donation of this Conservation Easement gives rise to a property right, immediately vested in the Grantee, with fair market value that is at least equal to the proportional value that the Conservation Easement at the time of the gift bears to the value of the Property as a whole at that time (minus the value attributable to improvements since the gift), and that the percentage value of the Grantee's rights, thereby established, shall remain constant.

(ii) The Grantor and the Grantee intend that this Conservation Easement be perpetual and

that it not be terminated or extinguished.

(iii) If, notwithstanding subparagraph (ii), an attempt is made to terminate or extinguish this Conservation Easement, it can be terminated or extinguished only through a judicial proceeding, and only if in compliance with IRC § 170(h) and applicable Treasury Regulations. In such case, any condemnation proceeds or the proceeds of any sale or exchange of the property resulting from or subsequent to a termination or extinguishment of the Conservation Easement by judicial proceedings must be divided between the Grantor and the Grantee according to the allocation of the value described in sub-paragraph (i) of this section. The Grantee must use any such proceeds in a manner consistent with the conservation purposes of the original Conservation Easement donation.

9. HAZARDOUS SUBSTANCES OR WASTES - NO CONTROL; WARRANTY; INDEMNITY. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding Commonwealth of Virginia statute or regulation or Fauquier County ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substance or waste or violation of environmental laws.

10. TAXATION. The parties hereto agree and understand that any value of this Conservation 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 §1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Land Trust of Virginia makes no express or implied warranties regarding availability of tax benefits to the Grantor from donation of this Conservation 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. By its execution hereof, Grantee acknowledges and confirms receipt of the Conservation Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Conservation Easement.

11. SUCCESSORS IN INTEREST. This Conservation Easement, its grant, and its Terms and Conditions, shall be binding upon, and inure to the benefit of, the parties hereto and their respective agents, personal representatives, heirs, successors, and assigns (herein "Successors in Interest") and shall continue as a servitude running in perpetuity with the Property.

12. INCLUSION OF TERMS IN SUBSEQUENT DEEDS. The Grantor agrees that

this Conservation Easement will be referenced by Deed Book and Page Number in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property. This Conservation Easement will be binding on the Grantor and Grantee (and their Successors in Interest) even if the Grantor fails to notify any Successor in Interest or to insert the Deed Book and Page Number reference for this Conservation Easement in any subsequent deed or other legal instrument.

13. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Conservation Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

14. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Conservation Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all Purposes and Terms and Conditions set forth in this Conservation Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in §170(h)(3) of the IRC as amended and the applicable Treasury Regulations (or any successor provisions to either then applicable).

15. **AMENDMENT.** The Grantee and Grantor may amend or modify the Conservation Easement to enhance protection of the Property's Conservation Values and natural resources, or add to the restricted property, provided that no amendment shall be allowed that, as determined by the Grantee, diminishes the Conservation Easement's perpetual duration, reduces the protection of the Conservation Values of the Property, or adversely affects, is inconsistent with, conflicts with, diminishes, impairs or interferes with the Conservation Purpose or Conservation Values. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and Grantor, or their Successors in Interest, and recorded among the land records of Fauquier County, Virginia. Grantee reserves the sole and absolute discretion to approve or deny requests for amendments.

16. **VESTING OF CONSERVATION EASEMENT.** Should the Grantee, including any of its Successors in Interest, cease to exist, or not qualify as a "qualified organization" under §170(h) of the Internal Revenue Code (or any successor provision then applicable) or otherwise cease to be eligible to hold this Conservation Easement directly under the laws of the Commonwealth of Virginia, this Conservation Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation, unless the Conservation Easement has been assigned prior to cessation to another holder qualified according to the provisions of the laws of the Commonwealth of Virginia and the provisions of Section 14 above. If the qualifying holding entity or the Virginia Outdoors Foundation, or the successors or assigns thereof, should cease to exist, or should not qualify as a "qualified organization" under §170(h) of the Internal Revenue Code (or any successor provision then applicable) or should otherwise cease to be eligible to receive this Conservation Easement directly under the laws of the Commonwealth of Virginia, a court of competent jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement.

17. LIMITATION ON EFFECT OF INVALIDITY OR UNENFORCEABILITY. The invalidity or unenforceability of any provision of this Conservation Easement shall not affect the validity or enforceability of any other provision of this Conservation Easement, or of any ancillary or supplementary agreement relating to the subject matter hereof.

18. APPLICABLE LAW. This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia.

19. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement.

20. ACCEPTANCE. Acceptance by the Grantee of this conveyance is authorized by §10.1-1010 of the Code of Virginia of 1950 as amended and is evidenced by the signature of its authorized representative below.

21. EFFECTIVE DATE/RECORDING. This Conservation Easement shall be effective upon execution by both the Grantor and Grantee and when it has been recorded in the land records office of Fauquier County, Virginia. The Grantee may re-record this Conservation Easement at any time as may be required to preserve its rights hereunder.

WITNESS the following signatures and seals.

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

JUNO FARM, LLC

_____ [SEAL]

Joseph A. Spytek, Manager

_____ [SEAL]

Stephanie J. Spytek, Manager

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

I, _____, a Notary Public for the Commonwealth aforesaid, hereby certify that Joseph A. Spytek, Manager for Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of December, 2015.

_____ [SEAL]
Notary Public
Registration Number: _____
My Commission Expires: _____

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

I, _____, a Notary Public for the Commonwealth aforesaid, hereby certify that Stephanie J. Spytek, Manager for Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of December, 2015.

_____ [SEAL]
Notary Public
Registration Number: _____
My Commission Expires: _____

[Counterpart signature page 2 of 2]

ACCEPTED:

Land Trust of Virginia, Inc.

By: _____ [SEAL]

Carole J. Taylor, Chairman

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

I, _____, a Notary Public for the Commonwealth aforesaid, hereby certify that Carole J. Taylor, Chairman of the Land Trust of Virginia, Inc., personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Land Trust of Virginia, Inc.

WITNESS my hand and official seal this _____ day of December, 2015.

_____[SEAL]
Notary Public
Registration Number: _____
My Commission Expires: _____

Schedule A

Legal Description