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Please Return to:  Land Trust of Virginia
P.O. Box 14
Middleburg, Virginia 20118

Orange County Parcel Numbers:

05400040000100
05400040000110
05400040000120
05400040000130
05400040000140
05400040000150
05400040000160
05400040000170
05400040000180

Tax Exempt: § 58.1-811.D VA. CODE

DEED OF GIFT OF CONSERVATION EASEMENT

THIS DEED OF GIFT OF CONSERVATION EASEMENT (the “Easement”), made this 29th day of December, 2022, by and between **PERDUE BARBOURSVILLE, LLC**, a Virginia limited liability company (herein the “Grantor”), whose mailing address is 4243 Jackson Street, The Plains, Virginia 20198, and the **LAND TRUST OF VIRGINIA, INC.**, a Virginia non-stock corporation (herein the “Grantee”), whose mailing address is P. O. Box 14, Middleburg, Virginia 20118. All references to Grantor and Grantee herein shall include their respective successors and assigns.

RECITALS

R-1 The Grantor is the owner in fee simple of certain real property, consisting of 126.747 acres, more or less, situated in Magisterial District One, Orange County, Virginia (the “Property”).

R-2 The Virginia Conservation Easement Act, §§10.1-1009 *et seq.* VA. CODE (the “Virginia Act”), provides for the conveyance of a conservation easement to a charitable corporation declared exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code (the “Code”), 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.”

R-3 Section 170(h)(4) of the Code 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.”

R-4 The Grantee is a charitable organization exempt from taxation pursuant to § 501 (c)(3) of the Code, and a “qualified organization” and an “eligible donee” under §501 (c)(3) of the Code, and the Treasury Regulations adopted pursuant thereto (the “Treasury Regulations”), and specifically §1.170A-14(c)(1), with purposes including those specified in the Virginia Act; Grantee has maintained a principal office in the Commonwealth of Virginia for at least five years; and Grantee is willing to accept a perpetual open space conservation easement over the Property as set forth herein.

R-5 This Easement is intended to constitute (i) a Conservation Easement under Chapter 10.1 of the Virginia Act; and (ii) a “qualified conservation contribution” as defined in §170(h)(1) of the Code and as more particularly explained below, and (iii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (§§58.1-510 *et seq.* VA. CODE.)

R-6 This Easement is intended to be a grant “exclusively for conservation purposes” under §170(h)(1)(C) of the Code, because it effects “the preservation of open space (including farmland and forest land)” under §170(h)(4)(A)(iii) of the Code; specifically, the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and for the scenic enjoyment of the general public and will yield a significant public benefit.

R-7 The Property consists of approximately 126.747 acres of open fields and forested lands.

R-8 The Property is situated 0.75 miles east of Barboursville, Virginia in an agricultural and rural area of Orange County (the “County”).

R-9 The Property is highly visible from and has frontage on State Route 738 (Old Barboursville Road). The Property is also visible from State Route 652, State Route 33 and State Route 20.

R-10 The Property lies within the Journey Through Hallowed Ground National Heritage Area, officially established by the U.S. Congress with the enactment of the Consolidated Natural Resources Act on May 8, 2008. As stated above, the Property is visible from Constitution Highway (State Route 20), which serves as the primary route through the National Heritage Area. State Route 20 is also a Virginia Byway, designated as such by the Virginia Commonwealth Transportation Board on November 19, 1987.

R-11 The Restrictions contained in Article II of this Easement protect the scenic views and the scenic enjoyment of the public by restricting buildings and limiting further subdivision and they further public purposes of Orange County evidenced in its Comprehensive Plan.

R-12 The Property contains or fronts on Blue Run for a total of 3,985 feet (0.755 miles), which is designated as a perennial stream on the United States Geological Survey 7.5 minute quadrangle map for Barboursville, Virginia. The Property is in the Blue Run, Rapidan River, Rappahannock River and Chesapeake Bay watersheds.

R-13 The Property lies adjacent to and in the vicinity of land under conservation or open-space easement and contributes to the conservation or open-space values of such land under easement, including an adjacent easement held by the Virginia Board of Historic Resources.

R-14 The Property contains approximately 57.5 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 the provisions of this Easement help to preserve the Property for agricultural and forestal uses.

R-15 The conveyance of a conservation easement on the Property by this Easement is in furtherance of and will serve clearly delineated federal, regional, and state 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.

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

The Virginia Outdoors Foundation Act (§§10.1-1800 *et seq.* VA. CODE), which declares it to be the public policy of the Commonwealth to encourage the preservation of open space land and which establishes an Open Space Land Preservation Trust Fund enabling a foundation and regional advisory boards to provide grants to assist persons conveying conservation easements.

The Virginia Open-space Land Act (§§10.1-1700 *et seq.* VA. CODE), which declares that open space land serves a public purpose by retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural or archaeological aspects of real property.

The Virginia Land Conservation Incentives Act of 1999 (§§58.1-510 *et seq.* VA. CODE), 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.

Legislation that designates the Rapidan and Rappahannock Rivers, of which Blue Run is a tributary, both of which are public water supplies, as scenic rivers under the Scenic Rivers Act (§§10.1-400 et seq. VA. CODE), 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.”

R-16 Preservation of the Property will promote the public policies of Orange County, as delineated in its Comprehensive Plan dated December 17, 2013 and amended July 14, 2015, October 27, 2015 and May 8, 2018 (herein the “Comprehensive Plan”) by protecting open-space, scenic views, water resources, and agricultural and forest land, and by implementing the County’s goals, objectives, and strategies to:

- i) “Promote and preserve our unique historic and environmental resources”
- ii) “Promote the development of historic and environmental overlays”
- iii) “Consider transfer of development rights and conservation easements where appropriate”
- iv) “Sustain and enhance agricultural and forestal uses”
- v) “Develop plans to protect the County’s prime, class I & II, farm lands such as those with Davidson and Rabun-Davidson soils”
- vi) “Maintain the agricultural, forestal, and open space land use taxation programs”
- vii) “The rural areas of the County should remain agricultural and forestal in character and density. Development of rural areas should preserve agricultural areas for agricultural use, as well as other accessory and residential uses in conjunction with agriculture activities”
- viii) “Permit and encourage agricultural and forested uses, outdoor recreational uses, uses based on cultural, natural or historic resources or open spaces, and accessory uses in direct support of these uses”
- ix) “Develop plans to protect the quality and supply of surface water and groundwater and other valuable environmental resources”
- x) “Promote Best Management Practices in all land uses to minimize surface and groundwater pollution”
- xi) “Preserve historic and agricultural resources with adequate buffers from incompatible commercial, residential and industrial activities”

R-17 Pursuant to the requirement of §10.1-1010(E) of the Virginia Act, this Easement, and the limitations and obligations created by this Easement, conform in all respects to the Comprehensive Plan, as confirmed by e-mail from Josh Frederick, Orange County Planning & Zoning Services Manager, dated November 18, 2022, a copy of which is in the Grantee’s permanent files.

R-18 The Property possesses significant conservation values, the preservation of which will benefit the citizens of the Commonwealth and the public. The conservation values of the Property (the “Conservation Values”), are its agricultural, forestal, scenic and natural values, and

its value as open-space land preserved for open-space and rural uses, as referenced in §170(h)(4)(A)(iii) of the Code and Treasury Regulation §1.170A-14(d)(4), §10.1-1009 and §58.1-512 VA. CODE, as the same are more particularly described in these Recitals, and as further documented in the Grantee's Baseline Documentation Report dated November 2, 2022 (herein the "Baseline Documentation Report"), which is further described in Article IV below. This Baseline Documentation Report, which is incorporated by reference herein, was signed by the Grantor and the Grantee, and is to be maintained on file in the offices of the Grantee. This Report is intended to serve as an accurate and objective, though nonexclusive, information baseline for monitoring compliance with the "Restrictions" (hereinafter defined) and the "Terms and Conditions" (hereinafter defined) of this Easement.

R-19 The retention, preservation and protection of the Conservation Values will be a significant and substantial benefit to the citizens of the Commonwealth, Orange County and the public.

R-20 The Grantor and Grantee intend that the Conservation Values of the Property be retained, preserved and protected in perpetuity by restricting the activities on, uses or development 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, and do not conflict with, diminish, impair or interfere with the perpetual protection of the Conservation Values.

R-21 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 in perpetuity the Conservation Values of the Property by granting this Easement to the Grantee that will restrict use of the Property by the Grantor because of the imposition of the restrictions set forth in Article II ("Restrictions"), and other duties, covenants, terms and conditions ("Terms and Conditions") hereinafter expressed; and (2) to enforce such Restrictions as well as the Terms and Conditions.

R-22 The Grantee intends and has hereby agreed to accept such conveyance and to protect in perpetuity the Conservation Values on the Property.

R-23 The Grantor and Grantee hereby agree that the Restrictions as well as 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 Values.

R-24 Grantee's Board of Directors adopted a resolution at its meeting on December 14, 2022, accepting this Easement.

R-25 A portion of the Property is subject to a Deed of Easement of Restricted Development dated August 31, 2006 and of record in the Clerk's Office of the Circuit Court of Orange County, Virginia as Instrument Number 060009669, in which the Board of Supervisors of Orange County is the beneficiary.

R-26 The Grantor has entered into the Rappahannock Environmental Bank Nutrient Reduction Implementation Plan, dated April 26, 2012 (the "Plan"), with the Virginia Department of Environmental Quality ("DEQ"), and the Virginia Department of Conservation and Recreation ("DCR") which requires that certain restrictions be imposed on specific portions of the Property. It is the intention of the Grantor to record a Declaration of Restrictions related to the Plan immediately after the recordation of this Easement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein and the acceptance of this conveyance by the Grantee, and for no monetary or other consideration from Grantee to Grantor, 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 consists of 126.747 acres, more or less, situated in Orange County, Virginia, 0.75 miles east of Barboursville, Virginia, and which is more particularly described in Schedule "A" attached hereto and made a part hereof (the "Property"). The Property tract is identified as Parcel Numbers 5400040000100, 5400040000110, 5400040000120, 5400040000130, 05400040000140, 05400040000150, 05400040000160, 05400040000170, 05400040000180 among the tax records of Orange County. Even if the Property consists of more than one parcel for real estate tax or for any other legal purpose, it shall be considered to be one parcel for the purpose of this Easement, and the Restrictions, and the Terms and Conditions of this Easement shall apply to the Property as a whole.

ARTICLE I

PURPOSE AND DEFINITIONS

1.1 PURPOSE. The purpose of this Easement is to retain, preserve, and protect the Conservation Values of the Property in the public interest, in perpetuity, by imposing the Restrictions on the activities on, and uses and development of the Property set forth in Article II, and by providing for their enforcement in Article III, while allowing the Property to be used by the owner to the extent that such uses do not conflict with, interfere with or significantly impair the Conservation Values of the Property (herein the "Conservation Purpose"). By doing so, the Grantor and Grantee have the common purpose of preventing, through the enforcement powers granted to the Grantee, any activities on, uses or development of the Property that will adversely affect, be inconsistent with, conflict with, diminish, impair, or interfere with the Conservation Values of the Property.

1.2 DEFINITIONS.

1.2.1 Agricultural: Pertaining to Agriculture.

1.2.2 Agriculture: The following uses: agronomy, aquaculture, forestry, honey production, silviculture (including the harvesting of timber), Viticulture (but not Viniculture,) horticulture and floriculture. The term "Agriculture" as used herein does not include activities that are expressly restricted herein.

1.2.3 Alternative Energy Structures: Utility structures, including any associated equipment, used to harness natural renewable energy sources such as sunlight, wind, water, or biomass, including, but not limited to, wind turbine structures, solar panels and micro-hydro installations.

1.2.4 Building: An assembly of materials having one or more stories and roof, designed primarily for the shelter, support or closure of persons, animals or property of any kind.

1.2.4.1 Primary Dwelling: A Building intended to be used for living that contains cooking, sleeping and bathing facilities.

1.2.4.2 Secondary Dwelling: A Building or a portion of a Building intended to be used for living that contains cooking, sleeping and bathing facilities, which is subordinate to the Primary Dwelling.

1.2.4.3 Accessory Building: A Building commonly and appropriately incidental to a Dwelling, sized appropriately to serve as an amenity to such a Dwelling, including but not limited to a garage and storage shed.

1.2.4.4 Agricultural Building: A Building used for Agriculture.

1.2.5 Building Envelope: The area shown on the attached exhibit in which new Buildings permitted by this Easement must be constructed, unless otherwise provided for in this Easement.

1.2.6 Commercial: Any use or activity undertaken for profit.

1.2.7 Effective Date: The effective date of the gift is when the fully executed Easement is recorded in the Clerk's Office of the Circuit Court of Orange County.

1.2.8 Grantee: Land Trust of Virginia, Inc. and any and all successor holders of this Easement.

1.2.9 Grantor: The original grantor herein and any and all successors in title to the Property.

1.2.10 Ground Area: The square footage of a Building, inclusive of all roofed decks, porches, stoops, and other attached roofed Structures, as measured at the exterior of the foundation (perimeter load-bearing) walls and/or piers, but excluding fencing, mailboxes, gate posts, permitted signs, and non-roofed decks, patios, terraces, walkways and swimming pools.

1.2.11 Home Occupation Use: A business, professional, occupational or trade use conducted for gain or support within Primary Dwellings, Secondary Dwellings or Accessory Buildings which use is incidental and secondary to the primary uses of such Buildings as described in the Definitions for each (see Section 1.2.4 herein).

1.2.12 Mitigation Bank Activities: Activities involving monetary compensation or remuneration to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to stream bank restoration, wetland and stream mitigation, biological carbon sequestration, biodiversity mitigation, and implementation of a nutrient reduction implementation plan approved by the Virginia Department of Environmental Quality, or a similar governmental agency.

1.2.13 Parking Area: A portion of the Property on which the parking of motor vehicles is the principal use.

1.2.14 Road: A private way specifically designated and/or built on the Property for the movement of vehicles.

1.2.15 Structure: An assembly of materials forming a construction for use (other than Buildings, Roads and Utilities), including, but not limited to, platforms, observation towers, pipelines and energy generators, but excluding fencing, mailboxes, gate posts, permitted signs, and uncovered decks, terraces, and patios.

1.2.16 Utility: A facility for the provision of infrastructure services including wells, water storage tanks; septic systems; electricity and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; and Alternative Energy Structures.

1.2.17 Viniculture: The process or business of making and selling wine.

1.2.18 Viticulture: The cultivation of grapes and grapevines.

1.3 INCORPORATION OF RECITALS. The Recitals in this Easement are incorporated herein and by agreement, each one is made an integral part of this Easement.

ARTICLE II **RESTRICTIONS**

The following Restrictions are hereby imposed on uses of the Property pursuant to the public policies described in the Recitals to protect the Conservation Values of the Property. Any use of the Property inconsistent with the Conservation Purpose, is prohibited. Any use permitted by the following provisions shall be undertaken only in a manner that is consistent with the Conservation Purpose. Without limiting the generality of the foregoing, the acts which Grantor covenants to do and not to do upon the Property, and the Restrictions that Grantee is hereby entitled to enforce (herein "the Restrictions") are and shall be as follows:

2.1 NO SUBDIVISION. Separate conveyance of a portion of the Property or division or subdivision of the Property is prohibited. The Property may not be sold or transferred by deed of conveyance (including a deed of trust), except as a whole.

2.2 BOUNDARY LINE ADJUSTMENTS. Boundary line adjustments of the Property with adjoining parcels of land are permitted, upon the Prior Written Approval of Grantee, and shall not be considered a prohibited division, subdivision or separate conveyance of the Property or a portion thereof, provided that the entire adjacent parcel is, or becomes prior to the proposed boundary line adjustment conveyance, subject to a recorded conservation or open space easement held by Grantee or, with Grantee's Prior Written Approval, another qualified holder under either the Virginia Conservation Easement Act or the Virginia Open-space Land Act. Boundary line adjustments which meet these conditions shall also fulfill all of the requirements of the following subsections.

2.2.1 Deed of BLA: Grantee shall be made a party to the deed of boundary line adjustment.

2.2.2 Amendment of Easement: This Easement shall be amended to subject any newly acquired land by boundary adjustment, not already subject to a recorded conservation or open space easement held by a qualified holder under either the Virginia Conservation Easement Act or the Virginia Open-space Land Act, to the terms and conditions of this Easement at transfer. Any land transfer by Grantor by boundary adjustment shall, at transfer, remain subject to this Easement.

2.2.3 No Reduction in Restrictions: The boundary line adjustment shall not result in the granting of any rights or the release of any Restrictions on any parcels of land whose boundaries are adjusted.

2.2.4 Protection of Conservation Values: As an amendment of this Easement, the boundary line adjustment shall comply with all the requirements of Section 5.15.

2.3 BUILDINGS AND STRUCTURES. No Buildings or Structures, whether permanent or temporary, shall be built or maintained on the Property other than as follows:

2.3.1 Primary Dwelling: One (1) Primary Dwelling is permitted on the Property. No Primary Dwelling exists on the Effective Date. The Primary Dwelling shall not exceed three thousand five hundred (3,500) square feet in Ground Area, unless Prior Written Approval shall have been obtained from the Grantee.

2.3.2 Secondary Dwelling: One (1) Secondary Dwelling is permitted on the Property. No Secondary Dwelling exists on the Effective Date. The Secondary Dwelling shall be permitted as an apartment within a permitted Agricultural Building (e.g. a barn apartment), but said Secondary Dwelling shall not exceed thirty percent (30%) of the Ground Area of the associated Agricultural Building, which amount shall not exceed a total of one thousand five hundred (1,500) square feet of above ground enclosed living space.

2.3.3 Accessory Buildings: Accessory Buildings are permitted, but the aggregate Ground Area of all Accessory Buildings combined on the Property shall not exceed two thousand (2,000) square feet, unless Prior Written Approval shall have been obtained from Grantee.

2.3.4 Agricultural Buildings: Agricultural Buildings are permitted, but the aggregate Ground Area of all Agricultural Buildings combined on the Property shall not exceed sixteen thousand five hundred (16,500) square feet, unless Prior Written Approval shall have been obtained from Grantee.

2.3.5 Alternative Energy Structures: Alternative Energy Structures are permitted only with Prior Written Approval. Notwithstanding the foregoing, approved Alternative Energy Structures must be located within a permitted Building Envelope, and must be scaled to provide electrical energy or pump water for permitted Buildings, Structures, and activities on the Property. Regarding the sale of excess power generated incidentally in the operation of such approved Alternative Energy Structures, see Section 2.9.1(g) herein.

2.3.6 Structures: Existing Structures are permitted. Other Structures associated with the permitted activities under this Easement may be built only when Prior Written Approval shall have been given by the Grantee.

2.4 ADDITIONAL BUILDING AND STRUCTURE RESTRICTIONS. The following Restrictions apply to all Buildings and Structures.

2.4.1 Building Envelope: All new Buildings and Structures must be located within the area marked on the attached **Exhibit A** as the “Building Envelope”. Prior to construction of any new Buildings or Structures, Grantor shall survey the area to ensure said Building or Structure is located within the Building Envelope. A copy of each survey shall be provided to Grantee prior to such construction.

2.4.2 Prior Notice: Grantor must give Grantee written notice pursuant to Section 5.6 before beginning construction, replacement, relocation, or enlargement of any Building, Structure, Road or Utility on the Property.

2.4.3 Exemptions: The Restriction of Section 2.4.1 shall not apply to Structures (addressed in Section 2.3.6 above), fencing, stone walls, permitted signs, mailboxes, feeding and watering troughs, temporary tents or other temporary shelter for Grantor’s personal non-Commercial use, or to 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 three (3) run-in sheds may be constructed outside of the Building Envelopes without Prior Written Approval, and each of said run-in sheds shall not be larger than 288 square feet in size without Prior Written Approval. Such run-in sheds shall not be constructed within three hundred (300) feet of the centerline of State Route 738, unless Prior Written Approval shall have been obtained from the Grantee.

2.4.4 Building Height: The height of any Building or Structure shall not be more than thirty-five (35) feet, as measured from final grade to ridge of roof, unless Prior Written Approval shall have been obtained from Grantee.

2.4.5 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.

2.5 AGGREGATE GROUND AREA. The Aggregate Ground Area of all Buildings and Structures on the Property shall not exceed twenty-two thousand (22,000) square feet without Prior Written Approval of the Grantee. For purposes of calculating Aggregate Ground Area, all Buildings and Structures, including those existing on the Effective Date and those added after that time, shall be included.

2.6 CONSISTENCY WITH CONSERVATION VALUES. New, replaced, relocated, repaired, renovated, or enlarged Buildings or Structures must not adversely affect, be inconsistent or conflict with, diminish, impair nor interfere with the Conservation Values of the Property.

2.7 RIGHT TO CONSTRUCT, REPAIR, MAINTAIN, RENOVATE, AND REPLACE. Except for restrictions herein regarding Aggregate Ground Area, the Restrictions above shall not preclude the repair or replacement of any Buildings, Structures, fencing, mailboxes, gate posts, and permitted signs existing on the Effective Date.

2.8 ROADS, PARKING AREAS AND UTILITIES.

2.8.1 Roads: No new Roads may be constructed on the Property without Prior Written Approval except Roads to serve permitted Buildings or Structures and Roads with permeable surfaces for permitted uses and activities, including Agriculture and forestry.

2.8.2 Parking Areas: Parking Areas may be constructed as follows.

2.8.2.1 Small Parking Areas: Small Parking Areas of less than one thousand (1,000) square feet in surface area may be constructed around permitted Buildings but may not be expanded beyond one thousand (1,000) square feet in surface area without Prior Written Approval.

2.8.2.2 Large Parking Area: One (1) large Parking Area may be constructed to accommodate activities permitted in Section 2.9.1(a) to (c) herein, provided said large Parking Area 1) shall not exceed five thousand (5,000) square feet of surface area without Prior Written Approval, 2) shall be located entirely within the permitted Building Envelope, and 3) shall be constructed of permeable materials.

2.8.3 Utilities: No Utilities are permitted on the Property other than public or private Utilities to serve permitted Buildings, Structures or activities on the Property, or public or private Utilities to be constructed in whole or in part to serve other properties, which shall not be constructed on, under or over the Property unless Grantee gives Prior Written Approval for the construction, which approval shall take into consideration the factors set forth in Section 5.7.1 and the visibility of such Utilities.

2.9 PROHIBITED COMMERCIAL ACTIVITIES.

2.9.1 Permitted Activities: Commercial activities are prohibited, with the exception of the following:

- (a) Agriculture;
- (b) temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property;
- (c) seasonal markets for the sale of Agricultural products (excluding alcoholic beverages) produced entirely from crops grown or livestock raised on the Property.
- (d) Home Occupation Uses, with such uses being contained entirely within a permitted Dwelling or Accessory Building and generating no more than a minimal increase in traffic to the Property. Such uses shall involve no outside storage of materials, or storage or parking of equipment on the Property unless Prior Written Approval is obtained from Grantee.
- (e) The leasing of permitted Dwellings for residential uses, and the leasing of other Buildings or the Property itself for uses permitted by this Easement in Section 2.9.1(a) to (c) herein.
- (f) Mitigation Bank Activities.
- (g) the sale of excess power generated incidentally in the operation of approved Alternative Energy Structures, as provided for in Section 2.3.5 herein.
- (h) implementation of the Plan, which has been reviewed and approved by Grantee in advance of this Easement as being consistent with the Conservation Purpose of and Restrictions and the Terms and Conditions set forth in this Easement, such that Prior Written Approval of same by Grantee is obtained by its acceptance of this Easement. Grantee is not responsible for monitoring any activities pursuant to the Plan and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Grantor is free, therefore, to retain any remuneration derived therefrom (including, but not limited to, the acquisition and sale of any and all nutrient bank credits).

2.9.2 Public Visitation: In instances where the activities permitted under Section 2.9.1(a) to (c) involve public visitation to the Property, the following limitations apply.

2.9.2.1 Activities Within Buildings: In any instance where activities permitted in Section 2.9.1(a) to (c) involve participation of the public, unless Prior Written Approval is obtained from Grantee, such activities shall not be conducted within Buildings on the Property that are in excess of a total of two thousand (2,000) square feet of Ground Area, whether such total involves the Ground Area of one individual Building, involves a portion of a Building that is already larger than two thousand (2,000) square feet of Ground Area, or involves an aggregate Ground Area of more than one Building.

2.9.2.2 Parking: In any instance where activities permitted in Section 2.9.1(a) to (c) involve participation of the public and associated parking of vehicles, such parking shall take place within the permitted Parking Area provided for in Section 2.8.2.2 herein.

2.10 NUTRIENT/MITIGATION BANKS; RIPARIAN BUFFERS.

2.10.1 Nutrient/Mitigation Banks: Grantor reserves the right to construct, maintain, repair, restore, and operate one or more wetland, stream and/or nutrient mitigation banks on the Property (“Mitigation Banks”). Such Mitigation Banks would be designed to restore, preserve and

enhance wetland and stream functions on the Property, or to develop nutrient credits, consistent with United States Army Corps of Engineers and/or DEQ requirements under Section 404 of the Clean Water Act and/or, the State Water Control Law, and/or the Chesapeake Bay Watershed Nutrient Credit Exchange Program, as applicable, and any other related federal and/or state laws regarding nutrient or mitigation bank activities.

2.10.2 Riparian Buffers.

2.10.2.1 Buffers: Vegetated buffer strips shall be maintained around the perennial stream referenced in Recital # 12, the location of which perennial stream is shown on the attached Exhibit A. To protect water quality, said buffer strips shall be thirty-five feet (35 feet) in width, and such buffer strips shall be maintained in forest, or be permitted to revegetate naturally if not already in forest, along each edge of such perennial stream, with the edge of the perennial stream being measured from the top of the bank, and only to the extent that such a width of buffer strip remains within the boundary of the Property. Except as set forth below, there shall be no dredging, filling, or cutting of vegetation in said buffer strips. Nothing contained herein shall prohibit or prevent the Grantor from undertaking efforts to restore or create additional wetlands upon the Property.

2.10.2.2 Buffer Restrictions: After the Effective Date, 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, plowing, or other earth disturbing activity conducted in any buffer strips, except as may be reasonably necessary for (a) wetland or stream bank restoration and erosion control pursuant to a government permit, or as described in Section 2.10.1; (b) fencing along or within a buffer strip; (c) maintenance of Buildings, Structures, Roads, or other impervious surfaces existing as of the Effective Date; or (d) 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"); (e) creation and maintenance of foot or horse trails with unimproved surfaces and (f) maintenance and/ or construction of crossings over or through the perennial stream and buffer strips for vehicles, farm machinery, pedestrians or livestock (including horses), which crossings shall not obstruct water flow and shall conform to the standards for such crossings as developed by the Natural Resources Conservation Service. The total number of such crossings on the Property shall not exceed two (2) without the Prior Written Approval of the Grantee.

2.10.2.3 Buffer Vegetation: The buffer strips shall be composed of vegetative cover that includes, but is not limited to, forest, shrubs, or warm-season grasses, as may be appropriate for each buffer strip. Lawns or grazed pastures shall not constitute vegetative cover for the purposes of satisfying this requirement. Buffer strips shall not be mowed except to maintain trails and crossings permitted under Sections 2.10.2.2(e) and (f) above.

2.10.2.4 Livestock Prohibition: Livestock are prohibited from grazing in, and shall be fenced out of, any buffer strip.

2.10.2.5 Exception to Restrictions: The prohibitions in 2.10.2.1 through 2.10.2.4 above shall not:

a. preclude implementation of any Mitigation Bank plan allowed under this Easement;

b. preclude the repair or replacement of any Building or Structures existing as of the Effective Date in any buffer strip or the construction or maintenance of reasonably sized fencing, mailboxes, gate posts, or permitted signs in a buffer strip, provided such 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.

2.10.2.6 Nutrient Bank Instrument: Grantee acknowledges that Grantor intends to create a nutrient bank on the Property pursuant to the Plan. According to the Plan, the Property is to be subject to the terms of a Declaration of Restrictions that is to be recorded immediately after the recordation of this Easement. Nothing in this Section 2.10 shall prohibit any activities necessary under the Plan.

2.11 MANAGEMENT OF FOREST.

2.11.1 Stewardship Plan Requirement: Grantor 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, protection of uncommon, rare or unique biological communities or natural areas, and soil and water conservation.

2.11.2 Forest Management-Commercial: Clear-cutting is prohibited, except as may be necessary to construct, maintain, repair, restore, and operate approved Mitigation Banks on the Property as allowed according to Section 2.10 above. 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, including Commercial thinning, 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 Section 2.11.1 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 non-Commercial cutting rights.

2.11.3 Forest Management-Non-Commercial: Grantor reserves the right to manage

forested land by selective cutting, pruning, and planting for non-Commercial 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, maintenance or enhancement of wildlife habitat and riparian areas (as to riparian areas, subject to the Restrictions applicable to riparian buffer areas described in Section 2.10.2 of this 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 non-Commercial cutting rights. No more than one (1) new opening or clearing in the forest, which opening or clearing shall not be greater than one thousand (1,000) square feet, is permitted for non-Commercial purposes, without the Grantee's Prior Written Approval. Additional opening or clearing shall be permitted by Grantee only 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.

2.11.4 Nutrient Bank Instrument: Grantee acknowledges that Grantor intends to create a nutrient bank on the Property pursuant to the Plan. According to the Plan, the Property is to be subject to the terms of a Declaration of Restrictions that is to be recorded immediately after the recordation of this Easement. Nothing in this Section 2.11 shall prohibit any activities necessary under the Plan.

2.12 LANDS IN AGRICULTURAL USE. As long as the Property is used for Agricultural purposes, it shall have, and shall be managed in accord with, a written farm conservation plan, which shall stipulate the use of best management practices for water quality and soil 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 of amendment thereof) shall not permit activities that would adversely affect, be inconsistent with, conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values protected by this Conservation Easement. Such Agricultural use shall be managed in accord with a farm conservation plan, as described above, which must be created and implemented within twelve (12) months of the Effective Date.

2.13 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 incidental to operation of the farm on the Property or use of other such practices that do not adversely affect, are not inconsistent with, and do not conflict with, diminish, impair or interfere with the Conservation Values.

2.14 SIGNS. No billboards, signs, or other advertisements that are visible from outside the Property are permitted on or over the Property except to: (i) state the name and/or address of the

owners, including property name, (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) advertise the conduct of permitted activities (including without limitation the existence of Mitigation Banks), (v) provide notice necessary for the protection of the Property, (vi) give directions to visitors, (vii) recognize historic status or participation in a conservation program, or (viii) advertise political candidates or parties. No such sign shall exceed nine (9) square feet in size or the applicable restriction under the County's zoning ordinance, whichever is less.

2.15 CHANGES IN TOPOGRAPHY; MINING, GRADING, BLASTING, FILLING, EARTH REMOVAL. 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. Grading, blasting, filling or earth moving or removal shall not alter the topography of the Property except for wetlands or stream bank restoration, or the construction, maintenance, repair, restoration and operation of Mitigation Banks on the Property (as allowed under Section 2.10.1 above), all of which require Prior Written Approval from Grantee, and all requisite government permits and approvals, 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, Structures, Roads, and Utilities 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 activities. 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 Easement, or if it may impact historic, cultural, or natural heritage resources.

ARTICLE III ENFORCEMENT

3.1 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 Restrictions and the Terms and Conditions of this 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, or the Terms and Conditions 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.

3.2 ACTION TO ENFORCE. Grantee has the right to bring an action at law or in equity to prevent or stop any violation of the Restrictions and the Terms and Conditions of this Easement or any use that adversely affects, is inconsistent with, conflicts with, diminishes, impairs, or interferes with the Conservation Purpose or Conservation Values. 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 on the Effective Date (except for any change in such condition that is consistent with the provisions of

this Easement), including the removal of any prohibited Buildings, Structures, Roads or Utilities; (iii) the right to require restoration of the Property to a condition of compliance with the Restrictions and the Terms and Conditions of this 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 on the Effective Date; 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 Easement, the Grantor shall pay to the Grantee for any costs of enforcement, including costs of investigating, preventing, stopping and correcting the non-compliance, restoration costs, court costs 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 any delay to act, or by any prior forbearance to exercise rights under this Easement, waive any Restrictions or Terms and Conditions or forfeit the right to take action as may be necessary to ensure compliance with this Easement and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure or forbearance by the Grantee.

3.3 ENFORCEMENT OF THE PLAN. For avoidance of doubt, Grantee shall, in no way, be responsible for enforcement of the terms, conditions, and/or restrictions of the Plan or the Declaration of Restrictions to be recorded immediately after the recordation of this Easement.

ARTICLE IV DOCUMENTATION

The Conservation Values of the Property and its condition, use, character and state of improvement are described in a Baseline Documentation Report, incorporated herein by reference. The Baseline Documentation Report was signed by the Grantor, and made available to and signed by the Grantee, prior to the execution of this Easement, and will be maintained on file in the offices of the Grantee. Grantor and Grantee have copies of the Baseline Documentation Report and acknowledge that the Baseline Documentation Report is an accurate representation of the condition of the Property on the Effective Date. The Baseline Documentation Report may be used by Grantee to determine compliance with and enforcement of the Restrictions and Terms and Conditions of this 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 on the Effective Date.

ARTICLE V GENERAL PROVISIONS

5.1 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 Restrictions and the Terms and Conditions contained in this 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 Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or

omissions occurring prior to transfer shall survive transfer.

5.2. NO PUBLIC ACCESS. Although this Easement 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.

5.3 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 Easement, and hereby covenants 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 Easement, by their execution hereof.

5.4 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. 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 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.

5.5 CONSTRUCTION. Notwithstanding any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Easement— to retain, preserve and protect in the public interest in perpetuity the Conservation Values of the Property— by restricting the use of the Property as set forth, herein, and by permitting only those activities on, uses or development of the Property that will not adversely affect, are not inconsistent with, and do not conflict with, diminish, impair or interfere with the Conservation Values.

If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purposes of this Easement and in favor of the Restrictions and the Terms and Conditions protecting its Conservation Values shall be favored over the free use of the Property. Grantor intends that the grant of this Easement qualify as a “qualified conservation contribution” as that term is defined in §170(h)(1) of the Code, and the Restrictions and other provisions of this Easement shall be, where possible, construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

5.6 NOTICES TO GRANTEE.

5.6.1. Transfer. The Grantor 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.

5.6.2 Exercise of Retained Rights. 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 Values protected by this Easement or that may adversely affect, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values.

5.6.3 Time Frame of Notice. In any case where the terms of this Easement require notice to the Grantee, Grantor shall provide written notice to the Grantee at least 60 days prior to commencing the activity or exercising the right requiring the notice.

5.6.4 Content of Notice. 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 this Easement. Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent by certified mail, to Grantor or Grantee respectively, to the Grantor at the address of the Property and to the Grantee at the address of its principal office as registered with the Commonwealth of Virginia, or to such addresses as the parties may designate by written notice.

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

5.7 PRIOR WRITTEN APPROVAL.

5.7.1 Prior Written Approval. In any case where the terms of this Easement require approval of the Grantee, such approval from Grantee must be in writing (herein "Prior Written Approval"). Grantor shall make a written request for such approval to the Grantee, and 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 consider whether to grant or deny approval. Failure by Grantee to respond within sixty (60) days shall constitute denial. 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, is not inconsistent with, and does not conflict with, diminish, impair or interfere with the Conservation Values. 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, in its discretion, refuse to grant such approval.

5.7.2 Impermissible Private Benefit. Any Prior Written Approval shall not result in

impermissible private benefit to the Grantor.

5.8 PROPERTY RIGHT OF GRANTEE; EXTINGUISHMENT.

5.8.1 Property Right. The Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in the Grantee, with fair market value that is at least equal to the proportionate value that the Easement on the Effective Date bears to the value of the Property as a whole at that time, and that proportionate value of the Grantee's property rights shall remain constant.

5.8.2 Extinguishment. If, notwithstanding subparagraph 5.1, a subsequent unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for conservation purposes, the restrictions of this Easement may only be extinguished by judicial proceeding. In such case, on a subsequent sale, exchange, or involuntary conversion of the Property, Grantee shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Easement as determined in Section 5.8.1. The Grantee must use all such proceeds in a manner consistent with the Conservation Purpose of this Easement donation.

5.9 HAZARDOUS SUBSTANCES OR WASTES - NO CONTROL; WARRANTY; INDEMNITY. Nothing in this 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 Orange 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.

5.10 TAXATION. 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 Treasury 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, Inc. makes no express or implied warranties regarding availability of tax benefits to the Grantor from donation of this Easement, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits which 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.

5.11 SUCCESSORS IN INTEREST. This Easement, its grant, and its Restrictions and its Terms and Conditions, shall be binding upon, and inure to the benefit of, the Grantee and its

successors and assigns in interest to this Easement, and the Grantor and its successors and assigns in interest to the Property and any portion thereof or interest therein (including leasehold interests), and shall continue as a servitude running in perpetuity with the Property.

5.12 INCLUSION OF TERMS IN SUBSEQUENT DEEDS. The Grantor agrees that this Easement will be referenced by deed book and page number, or instrument number, in any subsequent deed or other legal instrument by which the Grantor conveys any interest in the Property.

5.13 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.

5.14 ASSIGNMENT BY GRANTEE. Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) the Conservation Values are to be protected, and all Restrictions and Terms and Conditions set forth in this 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 Code and the applicable Treasury Regulations, or any successor provisions to either then applicable.

5.15 AMENDMENT. Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values, or add additional land to the Property which is subject to the restrictions set forth in this Easement, provided that no amendment shall: (i) affect this Easement's perpetual duration; (ii) permit development, improvements, or uses prohibited by this Easement on the Effective Date; (iii) conflict with or be contrary to or inconsistent with the Conservation Purpose; (iv) reduce the protection of the Conservation Values; (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land"; (vi) affect the status of Grantee as a "qualified organization" or "eligible donee"; or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of the County where the Property is located. Grantee reserves the sole and absolute discretion to approve or deny requests for amendments.

5.16 VESTING OF CONSERVATION EASEMENT. Should the Grantee cease to exist, or not qualify as a "qualified organization" under §170(h) of the Code, or any successor provision then applicable, or otherwise cease to be eligible to hold this Easement directly under the laws of the Commonwealth of Virginia, this Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation, unless the Easement has been assigned prior to cessation to another holder qualified according to the provisions of the laws of the Commonwealth of Virginia. 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 Code or any successor provision then applicable, or should otherwise cease to be eligible to receive this Easement directly under the laws of the Commonwealth of Virginia, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed upon the Grantee by this Easement.

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

5.18 APPLICABLE LAW. This Easement shall be interpreted under the laws of the Commonwealth of Virginia and the United States, except as limited or changed by Subsection 5.5 and the Restrictions and Terms and Conditions of this Easement.

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

5.20 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.

5.21 COST RECOVERY. Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as consideration of the granting of Prior Written Approval, interpretation of the Restrictions, or the Terms and Conditions of this Easement, boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or utility easements over the Property. In the event that the Grantee is joined in litigation as a proper party, the Grantee may employ an attorney to protect its interests, and a reasonable fee to such attorney and any costs and expenses of such litigation shall be paid by the Grantor, if the then owner of the Property, and if not, the then successor in title.

WITNESS the following signatures and seals.

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

PERDUE BARBOURSVILLE, LLC,
A Virginia limited liability company

By: [Signature] [SEAL]
B. Chandler Van Voorhis Manager

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Fauquier); to-wit:

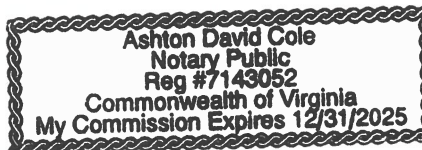
I, Ashton David Cole, a Notary Public for the Commonwealth aforesaid, hereby certify that B. Chandler Van Voorhis, **Manager of Perdue Barboursville, LLC**, a Virginia limited liability company, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 29 day of December, 2022.

[Signature] [SEAL]
Notary Public

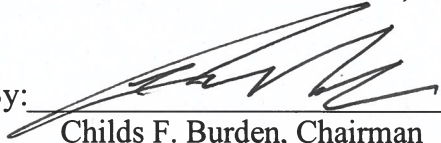
My Commission Expires: 12/31/25

Registration No.: 7143052



ACCEPTED:


LAND TRUST OF VIRGINIA, INC.

By:  [SEAL]
Childs F. Burden, Chairman

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Loudoun); to-wit:

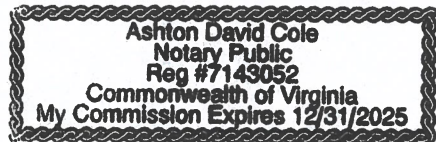
I, Ashton David Cole , a Notary Public for the Commonwealth aforesaid, hereby certify that Childs F. Burden, Chairman of the Land Trust of Virginia, Inc., personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Land Trust of Virginia, Inc.

WITNESS my hand and official seal this 29 day of December , 2022.

 [SEAL]
Notary Public

My Commission Expires: 12/31/25

Registration No.: 7143052

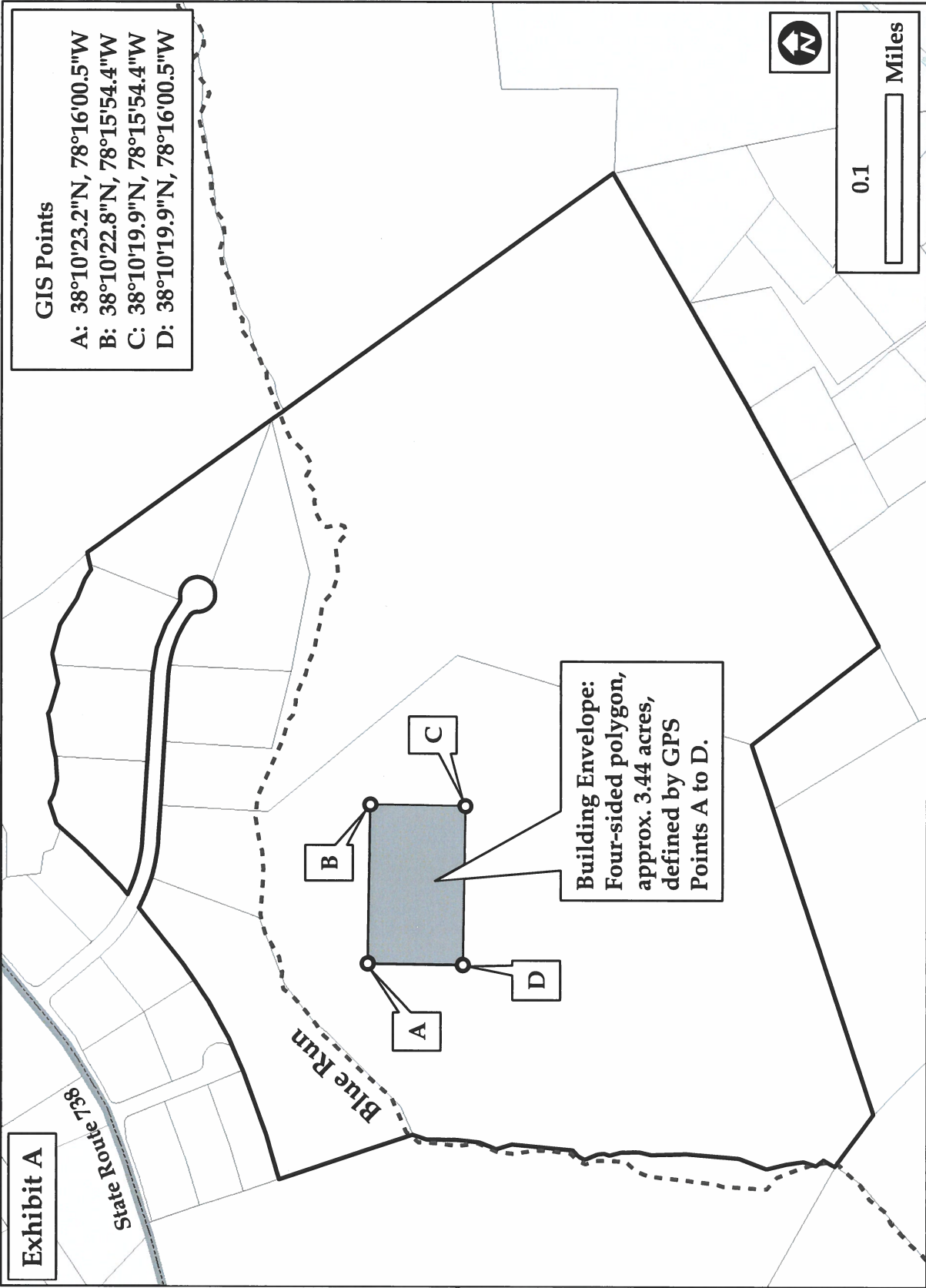


Schedule A

All those certain lots or parcels of land situate in Orange County, Virginia, near Glenbrooke Lane, containing in the aggregate 126.747 acres, more or less, and more particularly described as follows:

TAX MAP NOS. 05400040000100, 05400040000110, 05400040000120, 05400040000130, 05400040000140, 05400040000150, 05400040000160, 05400040000170, and 05400040000180

ALL those nine (9) certain lots or parcels of land situate in Orange County, Virginia, fronting on Glenbrooke Lane, containing in the aggregate 126.747 acres, more or less, and more particularly described as Lots 1 through 9, inclusive, Glenbrooke Estate Subdivision on plat dated October 11, 2007, recorded in the Clerk's Office of the Circuit Court of Orange County, Virginia, in Plat Cabinet M-315-319.



INSTRUMENT 220007484
RECORDED IN THE CLERK'S OFFICE OF
ORANGE CIRCUIT COURT ON
DECEMBER 30, 2022 AT 10:57 AM
TERESA T. CARROLL, CLERK
RECORDED BY: AXZ