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 Fee Amt: \$0.00 Page 1 of 12  
 Fauquier County, VA  
 Gail H Barb Clerk of Circuit Court  
 File# 2005-00023694

BK 1197 PG 21-32

Exempted from recordation taxes  
 under the Code of Virginia (1950), as amended,  
 Sections 58.1-811 (A) (3), 58.1-811(C) (4), and 10.1-1803  
 and from Circuit Court Clerk's fee under Section 17.1-266

DEED OF GIFT OF EASEMENT

THIS DEED OF GIFT OF EASEMENT made this 27<sup>th</sup> day of December, 2005 by and between NORTH WALES, L.L.C., a Delaware limited liability company, which with its successors in title to all or any portion of the property is herein called the Grantor, and the VIRGINIA OUTDOORS FOUNDATION, an Agency of the Commonwealth of Virginia, whose address is 203 Governor Street, Suite 302, Richmond, Virginia 23219, herein called the Grantee.

WITNESSETH:

WHEREAS, by Deed of Gift of Easement dated December 7, 1998 and recorded in Deed Book 824 at Page 872 among the land records of Fauquier County, Virginia, the Grantor herein gave a conservation easement (the "1998 Easement") to the Grantee governing approximately 1,042 acres lying along State Routes 802 (Springs Road), 681 (North Wales Road) and 744 (Lees Ridge Road) and adjacent to the Commonwealth of Virginia's Whitney State Park in the Marshall Magisterial District, Fauquier County, Virginia (the "Property");

WHEREAS, by Deed of Gift of Easement dated September 17, 2001 and recorded in Deed Book 922 at Page 1376 among the land records of Fauquier County, Virginia, the Grantor herein gave a conservation easement (the "2001 Easement") to the Grantee governing approximately one hundred (100) acres lying along State Route 744 (Lees Ridge Road) and adjacent to the land governed by the 1998 Easement in the Marshall Magisterial District, Fauquier County, Virginia;

WHEREAS, the Virginia Open Space Land Act of 1966 (Chapter 17, Title 10.1, §§10.1-1700 to 10.1-1705 of the Code of Virginia) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land;

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

WHEREAS, the Grantor is the owner of the fee of approximately 279.4783 acres of land known as "Pope's Camp" lying within the Springs Valley, in the Rappahannock River

PINS:  
 Portion of 6972-37-9216  
 Portion of 6972-45-1690  
 Portion of 6972-65-3507

Return to: Georgia H. Herbert, P.C.  
 P. O. Box 21  
 The Plains, VA 20198  
 Easement and  
 Return to *CHO Cardinal*

Document Prepared By:  
 Georgia H. Herbert, P.C.  
 The Plains, VA 20198

watershed, in Marshall District, Fauquier County, Virginia more particularly described below which it desires preserved as open-space land in the public interest;

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

WHEREAS, the Property is predominantly open pastureland; only agricultural buildings (two [2] barns, two [2] silos, a corn crib and a well house) stand on the Property on the date of this easement, and it lies within the viewshed and contributes to the open space values of "North Wales", Grantor's adjacent property which is under easement to the Grantee and is listed on the National Register of Historic Places and the Virginia Landmarks Commission;

WHEREAS, preservation of the present character of the Property will further the first three (3) goals of the Fauquier County Comprehensive Plan (1992-2010) adopted by the Board of Supervisors:

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;

WHEREAS, the conveyance of an easement on the Property by this Deed is in furtherance of and will serve clearly delineated federal, regional, state and local conservation policies, such as:

- (i) the Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C.A. Sub. Section 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";
- (ii) the Virginia Land Conservation Incentives Act of 1999 (§58.1-510, *et seq.*, of the Code of Virginia) which provides an income tax credit for individuals, estates, trusts and corporations that donate land or an interest in land for conservation and preservation purposes;
- (iii) the Agricultural and Forestal District Act (§15.1-506, *et seq.*, of the Code of Virginia);

(iv) legislation that designates the Rappahannock River, 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".

WHEREAS, Fauquier County has recognized the importance of the continued preservation of the Property as open-space and forestal land by providing Use Value Assessment of the Property for real property tax purposes;

WHEREAS, the Property has significant frontage along Great Run, a major tributary to the Rappahannock River whose watershed is planned for special environmental protection in the Fauquier County Comprehensive Plan (1992-2010) and in the Critical Environmental Areas Study (1972) conducted by the Division of State Planning and Community Affairs for the General Assembly of the Commonwealth of Virginia, the Rappahannock River being a public water supply source for the City of Fredericksburg and having been first designated a Scenic River in 1985 and extended in 1990 by a subsequent Act of the General Assembly;

WHEREAS, the Property lies within the Fauquier Springs Area, an area identified as scenic on Map 8.11, "Scenic Roads, Areas and Rivers" in the Fauquier County Comprehensive Plan (1992-2010), and identified in the Virginia Critical Environmental Areas Study (1972), conducted by the Virginia Division of State Planning and Community Affairs as a critical environmental area meeting two (2) of the surveyed criteria, said area being of unusual natural or man-made features worthy of protection by State or local governments and a natural, scenic or historic area presently endangered by the activities of man;

WHEREAS, the Property is adjacent to or visible from the Commonwealth of Virginia's Whitney State Forest and other properties subject to open space easements held by the Grantee and adds to the scenic values of such lands;

WHEREAS, the Grantor and Grantee agree that the development of the Property would lead to or contribute to degradation of the scenic, natural and open-space character of the area in which the Property is located and contribute to the deterioration of the water and air quality in the area;

WHEREAS, the specific conservation values of the Property are documented in a report to be kept on file at the offices of the Grantee and incorporated herein by this reference, which documentation ("Baseline Documentation") the parties agree provides an accurate representation of the Property as of the effective date of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant;

WHEREAS, the Grantor believes that open-space conservation easements serve to protect scenic, natural, agricultural, and open-space values of properties in a manner that permits continued private ownership of land while fulfilling public conservation purposes;

WHEREAS, the Grantor intends, as owner of the Property, to convey to the Grantee the right to preserve and protect the conservation values of the Property in perpetuity and such protection in perpetuity is the purpose of this easement;

WHEREAS, the Grantee represents that it is a "qualified conservation organization," as that term is defined in Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code");

WHEREAS, the Grantor and the Grantee recognize the scenic, natural, agricultural, and open space character (the "Open Space Values") of the Property, and have the common purpose of the conservation and protection in perpetuity of the Property through the use of restrictions (the "Restrictions") on the Property and with the transfer from the Grantor to the Grantee the right to enforce the Restrictions and protect the Open Space Values of the Property, intending the grant of such restrictions and rights to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h) of the Code; and

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

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee and pursuant to Section 170(h) of the Code and the laws of the Commonwealth of Virginia, in particular the Virginia Open Space Land Act of 1966, the Grantor does hereby grant and convey to the Grantee an open-space easement in gross of the nature and character and to the extent hereinafter set forth (the "Easement") over, and the right in perpetuity to restrict the use of, the following described real estate consisting of three (3) separate parcels of land comprising in the aggregate 279.4783 acres, more or less, fronting on State Routes 681 (North Wales Road) and 684 (Lees Ridge Road) in the Marshall Magisterial District of Fauquier County, Virginia (the "Property"):

- A. ALL THAT certain tract or parcel of land lying and being situate in Marshall Magisterial District, Fauquier County, Virginia, containing 150.6519 acres, more or less as shown on plat of survey by James G. Butler, Jr. & Associates, P.C. dated June 30, 1998 entitled "Plat of Boundary Survey Between Adjoining Propertics of John A. Cooper Company", (the "Butler Plat") as modified by that certain boundary line adjustment shown on plat of survey by Huntley, Nyce & Associates, Ltd. dated November 28, 2005, titled "Boundary Line Adjustment Plat

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of the Lands of North Wales, LLC" (the "Huntley, Nyce BLA Plat") which plats of survey are recorded in Deed Book 812 at Page 728 (the Butler Plat) and in Deed Book 1195 at Page 448 (the Huntley, Nyce BLA Plat) among the Fauquier County, Virginia land records.

AND BEING (as to 145.6519 acres, more or less,) the property conveyed to North Wales, L.L.C., a Delaware limited liability company, by Deed from Cooper Communities, Inc., a Delaware corporation, dated July 29, 1988 and recorded August 4, 1988 in Deed Book 812 at page 728 among the aforesaid County land records and (as to 5 acres, more or less) part of the property conveyed to North Wales, L.L.C., a Delaware limited liability company, by Deed from Cooper Communities, Inc., a Delaware corporation, dated July 29, 1988 and recorded in Deed Book 812 at page 722 among the aforesaid land records.

AND

B. ALL THOSE TWO certain lots or parcels of land lying and being situate in Marshall Magisterial District, Fauquier County, Virginia and more particularly described as follows:

Lot 1, Pope's Camp, containing 64.7732 acres, more or less, and Lot 3, Pope's Camp, containing 64.0532 acres, more or less, as shown on the Huntley, Nyce BLA Plat described above.

AND BEING a portion of the property conveyed to North Wales, L.L.C., a Delaware limited liability company, by Deed from Cooper Communities, Inc., a Delaware corporation, dated July 29, 1988 and recorded in Deed Book 812 at page 722 among the aforesaid land records.

AND SUBJECT, HOWEVER, to the restriction that the Grantee, its successors and assigns may not transfer or convey the Easement unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by Section 170(h)(3) of the Code, as amended, and the applicable Treasury Regulations promulgated thereunder. Further, it is the intent of the Grantor that no part of the Property be converted or diverted from open space use as permitted by §10.1-1704 of the Code of Virginia and that no request for conversion or diversion of any part of the Property from open space use shall be considered by the Grantee except pursuant to Va. Code §10.1-1704 as it is written on the date of this deed.

AND FURTHER SUBJECT to all easements of record which may lawfully affect the Property and to the provision that although the above-described tracts are shown as three (3) parcels of record on the Fauquier County Tax Map, the Property shall be treated as one parcel for purposes of interpreting this Easement, and the restrictions and covenants of the Easement shall apply to the Property as a whole as if it were one parcel of record.

The Grantor declares that the Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which Restrictions shall be deemed to run with the land and to burden the Property in perpetuity; and the Grantor covenants that no acts or uses which are inconsistent with the Easement shall be conducted on the Property. The Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above. It is the purpose of this Easement to ensure that the Property will be retained forever predominantly in its scenic and open-space condition for conservation purposes in the public interest and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property and the Property's natural resources and associated ecosystems. The acts which the Grantor, its successors and assigns, covenants to do and not to do upon the Property and the Restrictions which the Grantee is hereby entitled to enforce are and shall be as follows:

1. **TRASH.** Accumulation or dumping of trash, refuse, or junk is not permitted on the Property. This Restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable governmental laws and regulations.

2. **SIGNS.** Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to: (i) state the name and/or address of the owners or Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary signs for other purposes may be maintained on the Property for no longer than eight (8) consecutive weeks and for no more than sixteen (16) weeks in any calendar year. No permitted sign shall exceed nine (9) square feet in size.

3. **DIVISION.** The Property shall not be divided or subdivided in any manner. Boundary line adjustments with adjoining parcels of land shall not be considered divisions or subdivisions of the Property, provided the Grantee is made a party to any boundary line adjustment and one of the following conditions is met:

- (i) The entire adjacent parcel is subject to an open-space easement to the Grantee; or
- (ii) The proposed boundary line adjustment is reviewed and approved by the Board of Trustees of the Grantee.

4. **FOREST MANAGEMENT AND RIPARIAN BUFFERS.**

A. **Forest Management.** Management of forest resources shall be in accord with a forest stewardship plan prepared for the Grantor by a professional forester (the "Forest Management Plan"). The Grantor will provide the Grantee a copy of the Forest Management

Plan and any amendments to it. All forest management activities shall be carried out so as to maintain biodiversity, enhance wildlife habitat, and preserve the environmental and scenic quality of the area. Forestry Best Management Practices as defined by the Virginia Department of Forestry shall be used to control erosion and protect water quality. The Grantor shall do no commercial timbering except in accordance with the Forest Management Plan as it may be amended from time to time.

B. Riparian Buffers. A vegetative buffer of no less than one hundred (100) feet, measured from the bank, shall be maintained along each side of Great Run which flows through the Property. These buffers shall be protected from degradation by livestock. Selective harvest of individual trees within the buffers shall be permitted, provided the ability of the buffers to protect water quality is not impaired. This buffer provision shall not be interpreted to prohibit the creation of private roads with permeable surfaces or ponds on the Property as provided in Paragraph 5 below.

5. GRADING, BLASTING, and MINING. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds, or as required in the construction of permitted buildings and utilities as described in Paragraph 6. Generally accepted agricultural activities shall not be considered material alteration. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted trails. Notwithstanding the foregoing, no grading, blasting, or earth removal shall be permitted on the Property if it will materially diminish or impair the conservation values protected by this Easement. Mining on the Property is prohibited.

6. BUILDINGS AND STRUCTURES. No buildings or structures other than farm buildings and structures, private farm roads, and underground utilities shall be built or maintained on the Property at any time. No farm building or structure which exceeds four thousand five hundred (4,500) square feet in ground area shall be constructed on the Property without the prior written approval of the Grantee. In considering whether to grant such approval, the Grantee shall consider the size (including height) and setting of the proposed structure and its impact on the conservation and Open Space Values protected by this easement. For the purposes of interpreting this Paragraph 6, "farm building or structure" shall refer to a building or structure originally constructed and used for the activities specified in Paragraph 7(i).

7. INDUSTRIAL OR COMMERCIAL ACTIVITIES. Industrial or commercial activities other than the following are prohibited: (i) agriculture, including horse and cattle breeding and training, silviculture, viticulture, horticulture and equine activities, (ii) temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property and which are consistent with the conservation values herein protected, (iii) activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities, involving one hundred (100)

people or more, shall not exceed seven (7) days in duration without prior written approval of the Grantee.

8. **MONITORING AND ENFORCEMENT.** The Grantor hereby grants the following rights to the Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee:

(i) to enter upon the Property at reasonable times and in a reasonable manner in order to monitor the Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to the Grantor, and the Grantee in the exercise of its monitoring rights shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property as restricted by this Easement;

(ii) to prevent the Grantor or third persons (whether or not claiming by, through, or under the Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of the Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(iii) to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring removal of offending structures and restoration of the Property to the condition that existed prior to any such violation (it being agreed that the Grantee will have no adequate remedy at law); and

(iv) to enforce this Easement in the case of breaches by the Grantor or by third persons (whether or not claiming by, through, or under the Grantor) by appropriate legal proceedings after providing the Grantor with reasonable written notice and a reasonable opportunity to cure.

Notwithstanding all of the above, this Easement shall not entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control. In connection with any action to enforce the terms of this Easement, if the Court determines that the Grantor failed to comply with this Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including cost of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such Court. However, Grantor's obligation to reimburse Grantee for attorneys' fees shall not exceed an amount of money equal to \$25,000 in 1998 dollars.

9. **NOTIFICATION OF TRANSFER AND OF EXERCISE OF CERTAIN RESERVED RIGHTS.** A. The Grantor shall notify the Grantee in writing at, or prior to, closing on any *inter vivos* transfer or sale of the Property. This Easement shall be referenced by deed book and page number in any deed conveying any interest in the Property.

B. If the Grantor believes or reasonably should believe that the exercise of a right not prohibited by this Easement may have a significant adverse effect on the purpose of this Easement or the conservation interests or Open Space Values



associated the Property, the Grantor shall notify the Grantees in writing before exercising such right.

C. The failure of the Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Easement or limit its enforceability in any way.

D. This easement shall not be construed to permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation.

10. **EXTINGUISHMENT, CONVERSION/DIVERSION AND AMENDMENT**

The Grantor agrees that the donation of the perpetual conservation Restrictions in this Easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation Restriction at the time of the gift bears to the value of the Property as a whole at that time. The parties hereto intend that this Easement be perpetual and not be extinguished. Extinguishment is not permitted under the Open-Space Land Act, Va. Code §10.1-1700, *et seq.*, as written on the date of this Easement, and this Easement shall be interpreted and enforced consistent with the Open-Space Land Act as written on the date of this deed. If a subsequent unexpected change in the conditions surrounding the Property makes impossible the continued use of the Property for the conservation purposes specified herein, one or more of the Restrictions set forth in the Easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of Va. Code §10.1-1704 as written on the date of this Easement. Further, no part of the Property may be converted or diverted from its open-space use except in accordance with Va. Code §10.1-1704 as written on the date of this Easement. In any sale or exchange of the Property subsequent to such extinguishment, the Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation Restriction computed as set out above, but not to be less than the proportionate value that the perpetual conservation Restriction at the time of the extinguishment bears to the then value of the Property as a whole. The Grantee shall use its entire share of the proceeds from the sale of such property in a manner consistent with the conservation purposes of this Easement and of the Open-Space Land Act. Nothing in this paragraph shall prevent the Grantor and Grantee from agreeing in writing to amend or modify some provisions of this Easement to strengthen its terms, add to the property governed by it, or further protect the conservation values and natural resources of the Property. No such amendment or modification shall be effective unless documented in a notarized writing signed by all parties hereto and recorded among the land records for Fauquier County, Virginia.

11. **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. The Grantor, for itself and its successors and assigns, hereby retains exclusive right to such access and use, subject to the terms hereof, and any lawful acts or uses not expressly prohibited by or inconsistent with the purpose of this Deed of Gift of Easement shall be permitted on the Property.

12. **GENERAL PROVISIONS.**

(a) **Governing law.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.

(b) **Liberal construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of the Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remaining provisions of this Easement shall not be affected thereby.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) **Tax Matters.** The parties hereto agree and understand that any value of this donation claimed for tax purposes must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. The Grantee makes no express or implied warranty regarding whether any tax benefits will be available to the Grantor from the donation of this Easement, whether any such tax benefits might be transferable, or whether there will be any market for any tax benefits which might be transferable. The parties intend that the gift of this Easement by the Grantor shall be a qualified conservation contribution within the meaning of Section 170(h) of the Code, as amended, and the Restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution. By its execution hereof, the Grantee acknowledges and confirms receipt of the Easement and further acknowledges that the Grantee has not provided any goods or services to the Grantor in consideration of the grant of the Easement.

(g) **Acceptance and Assignment.** Acceptance of this conveyance by the Grantee is authorized by §10.1-1801 of the Code of Virginia and is evidenced by the signature of the Deputy Director of the Grantee, Leslie H. Grayson, by authority granted by the Board of

Trustees of the Grantee at its March 20, 2002, meeting in Richmond, Virginia. Assignment of this Easement is governed by §10.1-1014 and 10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals:

NORTH WALES, L.L.C., a Delaware limited liability company, GRANTOR

By: [Signature] (SEAL)  
Michael Prentiss, Manager

ACCEPTED:  
VIRGINIA OUTDOORS FOUNDATION, GRANTEE

By: [Signature] (SEAL)  
Leslie H. Grayson, Deputy Director

STATE OF TEXAS;  
CITY/COUNTY OF Dallas, to-wit:

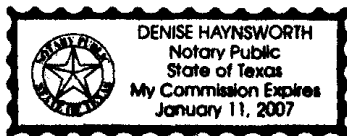
The foregoing Deed of Gift of Easement was acknowledged before me in the jurisdiction aforesaid this 27<sup>th</sup> day of December, 2005, by Michael V. Prentiss, Member of North Wales, L.L.C., a Delaware limited liability company, and who, being sworn by me, testified and affirmed that (i) North Wales, L.L.C. is a member-run limited liability company, (ii) he is the only member of North Wales, L.L.C., and (iii) he has executed this Deed of Gift of Easement on behalf of the limited liability company.

WITNESS my hand and official seal this 27<sup>th</sup> day of December, 2005.

SEAL

[Signature]  
NOTARY PUBLIC

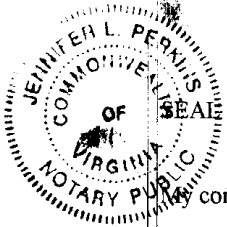
My commission expires 1-11-07



COMMONWEALTH OF VIRGINIA, AT-LARGE;  
COUNTY OF FAUQUIER, to-wit:

I, Jennifer L. Perkins, a Notary Public in and for the Commonwealth aforesaid, hereby certify that Leslie H. Grayson, acting in her capacity as Deputy Director of the Virginia Outdoors Foundation, Grantee, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 29<sup>th</sup> day of December, 2005.



[Signature]  
NOTARY PUBLIC

My commission expires July 31, 2008

RECORDED IN CLERKS OFFICE OF  
FAUQUIER ON  
December 29, 2005 AT 2:11:08 PM  
\$0.00 GRANTOR TAX PD  
AS REQUIRED BY VA CODE § 58.1-802  
STATE: \$0.00 LOCAL: \$0.00  
FAUQUIER COUNTY, VA  
GAIL H BARB CLERK OF CIRCUIT COURT  
Gail Barb