

RAP-VOF-710

99-1836-1

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Section 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803

THIS DEED OF GIFT EASEMENT, made this 27th day of October, 1999,
between ROGER W. JONES, herein called the Grantor, and the VIRGINIA
OUTDOORS FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA,
herein called the Grantee, whose address is 203 Governor Street, Suite 317, Richmond,
VA. 23219.

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

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

WHEREAS, the hereinafter described property located south of the town of Sperryville is comprised of meadow lands, woodlands, a series of ponds and a fifty (50) acre lake situated at the base of Fielding Mountain and encompasses the northwest facing slopes to the top of the mountain; and

WHEREAS, the hereinafter described property is managed as a preserve for waterfowl and native plants and animals; and

WHEREAS, the hereinafter described property provides waterfowl and wildlife habitat, protects steep slopes in woodland cover, contributes to water quality protection, and enhances the natural resources and scenic character of the surrounding area; and

WHEREAS, Fielding Mountain and the hereinafter described property lie within the viewshed and contribute to the scenic views enjoyed by the public from the Shenandoah National Park, the Appalachian National Scenic Trail and the Skyline National Scenic Drive; and

10/29- Ret to J. Lake

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WHEREAS, the Comprehensive Plan of Rappahannock County includes as a goal "To preserve and protect the mountains with special concern for scenic ridgetops", and

WHEREAS, the preservation of the hereinafter described property will further the policy of the Comprehensive Plan of Rappahannock County, Virginia, to "encourage and facilitate the donation of open-space easements on land that is identified as having important scenic, historic, open-space, conservation, agricultural, and wildlife-habitat qualities"; and

WHEREAS, the Grantor is the owner of the fee of real property hereinafter described which he desires preserved as open space land in the public interest.

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantor does hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate consisting of **221.44** acres more or less described below and located in Hawthorne and Piedmont Magisterial Districts, Rappahannock County, Virginia approximately 3 miles south of Sperryville fronting on State Route 621 and hereinafter referred to as the "Property:"

ALL those certain tracts or parcels of land acquired by Roger W. Jones by the following deeds:

ALL that tract or parcel of land situated in Piedmont Magisterial District, Rappahannock County, containing 137.486 acres, bounded and described, according to plat and survey made by Bobby L. Owens, C.L.S., dated June 27, 1985 recorded in Plat Book 4 page 78 among the land records of Rappahannock County.

BEING the same tract or parcel of land containing 137.486 acres described by metes and bounds in deed of conveyance from Orchard Hill Farm Partnership, a Virginia Limited Partnership (Allen Y. Stokes and Harriet B. Stokes, General Partners), Grantor to Roger W. Jones, Grantee dated July 5, 1985 recorded in Deed Book 152 page 577 in Clerk's Office of the Circuit Court of Rappahannock County.

The above-described tract is a portion of the lands acquired by Orchard Hill Farm Partnership from Allen Y. Stokes and Harriet B. Stokes by deed dated December 29, 1980 recorded in Deed Book 137 page 594 among the land records of Rappahannock County.

ALL that tract or parcel of land situated in Hawthorne Magisterial District, Rappahannock County containing 83.95 acres described by metes and bounds in deed of conveyance from Mary B. Varner, widow of Samuel J. Varner, deceased, Grantor to Roger W. Jones and Doris

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S. Jones, husband and wife, Grantees dated August 14, 1975 and recorded in Deed Book 116 page 400 in Clerk's Office of the Circuit Court of Rappahannock County, the said Doris S. Jones having conveyed her interest in said property to Roger W. Jones by deed dated October 26, 1999, recorded as Document 99-1822 in the aforesaid Clerk's Office.

The above-described tract of land is one of the tracts of land conveyed from W.V. Ford, Special Commissioner to Samuel J. Varner and Mary B. Varner, jointly, by deed dated March 27, 1945 recorded in Deed Book 45 page 475 in the land records of Rappahannock County.

The above described tracts of land total 221.436 acres shown as Tax Map 38 parcel 102B and Tax Map 48 parcel 26 among the land records of Rappahannock County and shall be treated as one parcel for the purposes of this easement

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successors and assigns may not transfer or convey the open-space easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

This conveyance is further made subject to all matters of record, which may affect said parcel of land.

Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. The acts which the Grantor, his heirs, successors, personal representatives and assigns, covenant 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. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the Property.
2. Display of billboards, signs, or other advertisements is not permitted on or over the Property except to state the name and/or address of the owners, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed nine square feet in size.
3. Division or subdivision of the Property in any manner is prohibited.

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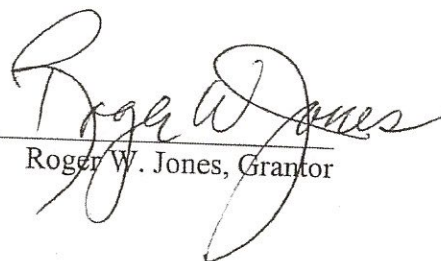
4. No timber harvesting shall be permitted on the Property other than for the Grantor's or his successors' domestic consumption except for the cutting of trees which have died naturally or which are removed for the permitted uses hereunder, or which, were they not removed, would jeopardize the health of the forest on the Property or adjacent properties, or which would present an immanent hazard to human health or safety. It is the intent of the Grantor that the existing woodlands be maintained in their natural state.
5. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private conservation ponds or lakes, or as required in construction of permitted buildings and connecting private roads described in paragraph 6, below. Mining on the Property is prohibited.
6. No permanent or temporary building or structure shall be built or maintained on the Property other than (i) the two existing single family dwellings, which may be repaired, renovated, replaced or reasonably enlarged, (ii) non-residential outbuildings or structures commonly and appropriately incidental to the above described dwellings, (iii) farm buildings or structures, including those related to use of the property as a wildlife refuge. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written permission for said building or structure is obtained in writing from Grantee. In no event, however, may any building or structure be constructed above the 800 foot elevation contour as shown on the Woodville and Washington quadrangle maps prepared by the U.S. Geological Survey.
7. Industrial or commercial activities other than the following are prohibited: 1. agriculture, silviculture, and horticulture, 2. 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, 3. activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 people or more shall not exceed seven days in duration unless approved by the Virginia Outdoors Foundation. Notwithstanding any other provision of this easement, no commercial recreational use (*except for de minimis commercial recreational uses*) shall be allowed on the Property.
8. Representatives of the Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.
9. Grantor, his heirs, successors, personal representatives and assigns shall notify Grantee in writing prior to closing on any proposed transfer or sale of the Property. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number in the deed of conveyance.

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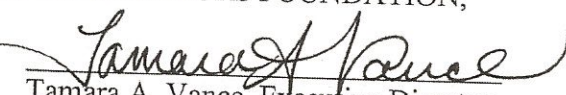
Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or use of the Property. Grantor, his heirs, successors, personal representatives and assigns hereby retain exclusive right to such access and use, subject to the terms hereof.

Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director, hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

WITNESS the following signature and seal.


Roger W. Jones, Grantor

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: 
Tamara A. Vance, Executive Director

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

99-1836-6

I, Anna E. Lanebnd, a Notary Public for the Commonwealth
aforesaid, hereby certify that Roger W. Jones, Grantor, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 27th day of October, 1999.

Anna E. Lanebnd
Notary Public

My commission expires: March 31, 2000 (SEAL)

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

I, Anna G. Christolm, a Notary Public for the
Commonwealth aforesaid, hereby certify that Tamara A. Vance, Executive Director of
the Virginia Outdoors Foundation, personally appeared before me this day and
acknowledged the foregoing instrument.

WITNESS my hand and official seal this 29th day of October,
1999.

AGC
Notary Public

My commission expires: 31 OCT 2003 (SEAL)

INSTRUMENT #990001836
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
OCTOBER 29, 1999 AT 01:11PM
DIANE BRUCE, CLERK

6 BY: Jane M. [Signature] (DC)
10/29/99

Revised January 1999

Important Information about Conservation Easements

Virginia Outdoors Foundation

Donation of an easement is an act of stewardship which will permanently affect how your land may be used. Donation of an easement is completely voluntary, and the property owner may change his or her mind at any time until the easement is signed. All restrictions on the use of the property are contained in the easement document. After the easement is recorded, these restrictions on the use of your property will become permanent and binding on you and all subsequent owners of the property. The easement and other information related to the donation that you provide to the Virginia Outdoors Foundation will become a matter of public record.

The Virginia Outdoors Foundation recommends that you consult with your advisors on real estate and tax matters and that you have your attorney review the terms of the easement. This is particularly important as the easement could affect your estate planning. The Virginia Outdoors Foundation does not provide legal advice.

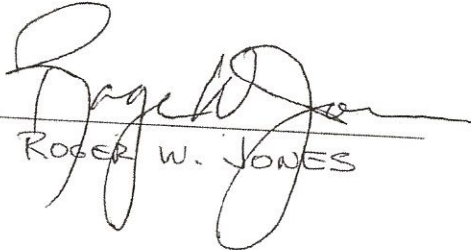
For those easement donors advised by an attorney:

I acknowledge that I have been advised by an attorney concerning the donation of an easement on my property. His/her name and address are listed below.

Attorney's name and address:

SHARON LUKE
WASHINGTON, VA.

Donor's signature


ROGER W. JONES

For those easement donors not advised by an attorney:

Please confirm by your signature below that you understand the foregoing and the terms of your easement and that you have decided not to be represented by legal counsel in the execution of this easement.

Donor's signature _____