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

TAX MAP NO. 15-8D

THIS DEED OF GIFT OF EASEMENT, made this 27th day of December, 2000, between CHARLES W. STRITTMATTER and SUSAN B. STRITTMATTER, husband and wife, herein called the "Grantors", 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, Virginia. 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 is bordered by property under permanent easement to the Grantee; and

WHEREAS, the hereinafter described property fronts on and is located within the Rappahannock River Watershed, an area planned for special environmental protection in the Rappahannock County Comprehensive Plan the Rappahannock River being a public water supply source for the City of Fredericksburg and having been designated a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia on March 25, 1976; and

WHEREAS, the hereinafter described property consists of 50.006 acres of open rolling land, forested land, steep slopes with access to State Route 637 and fronting on the Rappahannock River; and

WHEREAS, the preservation of the hereinafter described property will further the policy of the Comprehensive Plan of Rappahannock County, Virginia to "promote the placement of conservation easements on land adjoining or visible from the Rappahannock River and other state designated scenic rivers and roads and seek to protect the scenic value of those lands when land use decisions and plans are made;" 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, open space, conservation, agriculture, and wildlife-habitat qualities; and

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WHEREAS, the preservation of the hereinafter described property will further the policy of the Comprehensive Plan of Rappahannock County, Virginia to "promote placement of conservation easements on land adjoining (the) Rappahannock River; and

WHEREAS, the Grantors are the owners in fee simple of the real property hereinafter described, which they desire 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 hereof by the Grantee, the Grantors do 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 **50.006 acres** described below, located in Wakefield District, Rappahannock County, Virginia near Flint Hill, fronting on State Route 637, and hereinafter referred to as the "Property:"

ALL THAT certain parcel of land located in the Wakefield Magisterial District (formerly referred to as Jackson Magisterial District, in Deed Book 46 at page 113), Rappahannock County, Virginia designated as Parcel C, containing 50.006 acres, according to plat and survey of James G. Butler, Jr., dated July 13, 1977, which is attached to and made part of that deed recorded in Deed Book 126 at page 407 among the land records of Rappahannock County, Virginia.

AND BEING the same property conveyed to Peter P. Joran and Helen C. Joran, husband and wife by deed dated May 26, 1978, from Colonial Ice Cream Company, a Delaware Corporation, and recorded on May 31, 1978, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia. The said Peter P. Jordan died on February 14, 1986, thereby vesting title to the aforementioned property in his wife, Helen C. Jordan, as surviving tenant in the entirety.

AND BEING the same property conveyed by the Grantors by deed from Helen C. Joran, widowed, dated August 29, 1988, recorded in the Clerk's Office of the Circuit Court in Deed Book 170 at Page 584.

The above-described tract is shown as parcel 8D on Tax Map 15 among the land records of Rappahannock County.

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.

Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above. The acts which the Grantors, their heirs, successors, personal representatives and assigns,

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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 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. 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.
4. Management of forest resources, including commercial timber harvest, shall be in accord with a forest stewardship plan approved by the Grantee. All forestry activities shall be carried out so as to preserve the environmental and scenic qualities of the area. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. The Grantors, or their successors and assigns, shall notify the Grantee no later than 30 days prior to the start of any material forest activity as well as within 7 days of its completion. The primary objectives of the forest stewardship plan shall include management of woodlands to provide wildlife habitat, forest stand management to maintain the health of the forest, maintenance of a scenic forest, management of timber for income, and soil and water conservation.
5. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds or lakes, or as required in the construction of permitted buildings, connecting private roads, and utilities as described in Paragraph 6. Generally accepted agricultural activities shall not constitute any such 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 private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is 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. No permanent or temporary building or structure shall be built or maintained on the Property other than (i) one existing single family dwelling, which may be repaired, replaced, renovated, and reasonably enlarged, which shall include a planned addition not yet constructed at the date of this easement, and non-residential outbuildings or structures commonly and appropriately incidental thereto, (ii) one existing secondary dwelling, which may be repaired, replaced, renovated, and reasonably enlarged which shall include a planned addition but not as yet constructed at the date of this easement, and non-residential outbuildings commonly and appropriately incidental thereto, and (iii) one additional secondary dwelling not to exceed 2,500 square feet in livable area (iv)

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farm buildings or structures. Farm buildings or structures exceeding 2,500 square feet in ground area may not be constructed on the Property unless prior written approval for said building or structure is obtained in writing from Grantee.

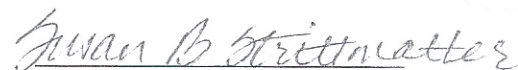
7. Industrial or commercial activities other than the following are prohibited: 1. agriculture, viticulture, silviculture, horticulture, and equine activities, 2. temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property, and which are consistent 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 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing.
8. Representatives of the Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.
9. The Grantors, their heirs, successors, personal representatives and assigns, shall notify the Grantee in writing within 60 days following any transfer or sale of the Property or any part thereof. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number.

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 with respect to the Property. The Grantors, their heirs, successors, personal representatives and assigns, hereby retain the 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 signatures and seals.


Charles W. Strittmatter


Susan B. Strittmatter

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: 
Tamara A. Vance, Executive Director

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COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Prince William, TO WIT:

I, Dennis J. Hall, a Notary Public for the Commonwealth
aforesaid, hereby certify that Charles W. Strittmatter, Grantor, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 27 day of December, 2000.

Dennis J. Hall
Notary Public

My commission expires: 1/31/02 (SEAL)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Prince William, TO WIT:

I, Dennis J. Hall, a Notary Public for the Commonwealth
aforesaid, hereby certify that Susan B. Strittmatter, Grantor, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 27 day of December, 2000.

Dennis J. Hall
Notary Public

My commission expires: 1/31/02 (SEAL)

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

I, Anna G. Chisholm, 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 on behalf of the Virginia Outdoors Foundation.

WITNESS my hand and official seal this 26th day of December, 2000.

Anna G. Chisholm
Notary Public

My commission expires: 31 OCT 2003 (SEAL)

INSTRUMENT #000001733
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
DECEMBER 29, 2000 AT 01:17PM
DIANE BRUCE, CLERK