


NOTE TO TITLE EXAMINERS: This conservation easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by and return to:

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Loudoun County VA Pgs 25
12/30/2015 9 30 08AM
Gary M. Clemens Clerk

Consideration: \$0.00

PARCEL ID #: 467-38-4589
466-19-6389

DEED OF GIFT OF EASEMENT
Exempted from recordation tax
Under the Code of Virginia (1950), as amended,
Pursuant to Section 58.1-811 (D)

THIS DEED OF GIFT OF EASEMENT (this "**Easement**"), made this 30th day of December, 2015, by and among **RUTLEDGE FARM, LLC**, grantor (the "**Grantor**"); and **OLD DOMINION LAND CONSERVANCY, INC.**, a Virginia nonstock corporation, the address of which is 621 West Main Street, Purcellville, Virginia 20132, its successors and assigns, grantee (the "**Grantee**").

RECITALS:

- A. Grantor is the owner in fee simple of real property situated at 22805 and 22956 Carters Farm Lane, Middleburg, Virginia 20117 in Loudoun County, Virginia, known as "Rutledge Farm" containing in the aggregate, 128.894 acres, more or less, as further described below (the "**Property**"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and
- B. Chapter 10.1, Title 10.1 of the Code of Virginia of 1950, as amended, entitled "**Virginia Conservation Easement Act**," provides for the conveyance of a conservation easement to a charitable corporation declared exempt from taxation pursuant to 26 U.S.C. 501(c)(3), when the primary purposes or powers of such corporation include "(i) retaining or protecting the natural or open-space values of real property; (ii) assuring the availability of real property for agricultural, forestal, recreational or open space use; (iii) protecting natural resources; (iv) maintaining or embracing air or water quality; or (v) preserving the historic architectural or archaeological aspects of real property;" and

- C. The Virginia Conservation Easement Act further provides that an organization described in the preceding paragraph may hold conservation easements which are perpetual in duration if, inter alia, it has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- D. 26 U.S.C.A. §170(h)(1) of the Internal Revenue Code, the “**Revenue Code**”, defines a qualified conservation contribution as a contribution (A) of a “qualified real property interest”, (B) to a “qualified organization”, (C) exclusively for “conservation purposes”; and
- E. §170(h)(2)(C) defines the term “qualified real property interest” as “a restriction (granted in perpetuity) on the use which may be made of the real property.” An easement granted in perpetuity qualifies as a qualified real property interest under this section, Treasury Regulations §1.170A-14(b)(2); and
- F. The Grantee is a charitable organization exempt from taxation pursuant to 26 U.S.C. 501 (c)(3), and a “qualified organization” and an “eligible donee” under Section 170(h)(3) of the Revenue Code and Treasury Regulation §1.170A-14(c)(1), whose purposes include those specified in the Virginia Conservation Easement Act, and has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- G. §170(h)(4) of the Revenue 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 an historically important land area or certified historic structure;” and
- H. This conservation easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies set forth below:
 - (i) Land conservation policies of the Commonwealth of Virginia as set forth in:
 - a. 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”;
 - b. The Virginia Conservation Easement Act (Code of Virginia, §§10.1-1009 et seq.), which provides for the conveyance of conservation easements in perpetuity to private charitable organizations like the Old Dominion Land Conservancy, Inc. for the purposes noted above;
 - c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation

programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;

d. Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;

(ii) Land use policies of the County of Loudoun as delineated in the Revised General Plan of Loudoun County, adopted by the Board of Supervisors on September 17, 1991, revised on July 23, 2001 (as amended through December 11, 2013) (the "**Revised General Plan**") to which plan the restrictions set forth in this deed conform as follows:

- a. The County's policy to "encourage the use of open space easements as a means of strengthening the County's Green Infrastructure" (Revised General Plan, Chapter 5, Open Space Easements).
- b. The County's policy to "pursue acquisition of appropriate river and stream corridor assets through open space dedication or easement, purchase of development rights, and other such programs to ensure the protection of these resources for the public good" (Revised General Plan, Chapter 5, River and Stream Corridor Resources).
- c. The County's policy to protect its river and stream corridor resources by "preserving, conserving, and restoring their water quality, flood protection, aquatic and wildlife habitat, and scenic value" (Revised General Plan, Chapter 5, River and Stream Corridor Resources).
- d. The County's policy to encourage the "donation of easements" for the protection of "prime agricultural soils" from residential development (Revised General Plan, Chapter 5, Geologic and Soil Resources)
- e. The County's policy that "encourages that mountainside areas be placed under open space easement using voluntary donation." (Revised General Plan, Chapter 5, Geologic and Soil Resources);
- f. The County's policy to protect areas of steep slopes from disturbance and erosion (Revised General Plan, Chapter 5, Geologic and Soil Resources);
- g. The County's policy to "promote the preservation of forested areas through the use of Agricultural and Forestal Districts, easement and other voluntary means" and to "continue to encourage the use of open space easements as a way to complement and enhance the Green Infrastructure and its elements" (Revised General Plan, Chapter 5, Forests, Trees and Vegetation) and the property is located within the Catoctin South Agricultural District;
- h. The County's policy to "preserve both its heritage and cultural history for the benefit of present and future citizens" (Revised General Plan, Chapter 5, Historic and Archaeological Resources").

- i. The County's policy to "protect its natural and cultural-resource base (including stream corridors, wetlands, steep slopes, ridges, mountains, working landscapes, woodlands, historic and archaeological resources, habitats, greenways, trails, reservoirs, and public facilities) in or to preserve the rural character of the land and the social and experiential aspects of the rural way of life" (Revised General Plan, Chapter 7, Land Use Pattern and Design Strategy Policies).
- I. As required by Section 10.1-1010(E) of the Virginia Conservation Easement Act, the limitations or obligations created by this Easement conform in all respects to the Revised General Plan;
- J. The Property is within the viewshed of the Journey Through Hallowed Ground National Heritage Area. The Journey Through Hallowed Ground is a nonprofit partnership project produced by the National Park Service's National Register of Historic Places, Scenic America, the Virginia Department of Historic Resources and the National Conference of State Historic Preservation Officers that recognizes a 75 mile route through all or parts of nine counties of Virginia's countryside;
- K. The existing Rutledge Farm House is believed to have been constructed in the early 1800's and may be eligible for listing on the National Register of Historic Places or with the Virginia Department of Historic Resources; and
- L. The Property contains approximately 52.58 acres of Prime Farmland Soils (name types Middleburg Silt Loam, Eubanks Loam, Philomont and Tankersville Soils, and Purcellville Silt Loam); and
- M. The specific "**Conservation Values**" of the Property are its values as open-space land preserved for open-space and rural uses, agricultural use, scenic, natural, historic, and watershed aspects of the Property as enumerated in Recitals H through L above and as further documented in an inventory of relevant features of the Property in the "**Rutledge Farm Baseline Documentation Report**," incorporated herein by reference, acknowledged as an accurate description of the Property as of the date of donation and signed by the Grantor and the Grantee, to be maintained on file in the offices of the Grantee, and intended to serve as an accurate and objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement; and
- N. The retention, preservation and protection of the Conservation Values will be a significant and substantial benefit to the public; and
- O. The Grantor and Grantee intend that the Conservation Values of the Property be retained, preserved and protected by restricting the use of the Property as set forth in Section II, herein, by permitting only those uses on or development of the Property that will not adversely affect, and are not inconsistent with and do not conflict with, diminish, impair or interfere with such values; and
- P. The Grantor further intends, as to all or any portion of or interest in the Property, as owner of the Property, to grant and convey in perpetuity to the Grantee, the right in perpetuity (1) to

retain, preserve and protect the Conservation Values of the Property by granting this Easement to the Grantee that will restrict use of the Property by the Grantor because of the imposition of the duties, restrictions, covenants, and other terms and conditions ("Terms and Conditions") hereinafter expressed, and (2) to enforce such Terms and Conditions; and

- Q. The Grantee hereby accepts such conveyance; and
- R. The Grantor and Grantee hereby agree that the Terms and Conditions will retain, preserve and protect in perpetuity the Conservation Values of the Property by limiting use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values of the Property and the governmental conservation policies furthered by this Easement.

NOW, THEREFORE, pursuant to Chapter 10.1, Title 10.1 of the Code of Virginia (1950), as amended, in recognition of the foregoing and of the mutual covenants set forth herein and the acceptance of this conveyance by the Grantee, the Grantor does hereby give, grant and convey to the Grantee a Conservation Easement in gross over, and the right in perpetuity to restrict the use or development of the Property, consisting of 128.894 acres, located in the Blue Ridge Election District, Loudoun County, Virginia described as follows:

Parcel 1 (Loudoun County PIN: 466-19-6389)

Beginning at (1) an iron peg found at approximately the center of a gate and on the south side of Road No. 627 and in the line of the land of Edwin P. Conquest, Jr.; thence with said land and generally following a stone fence S. 33 degrees 13 minutes 00 seconds W. 867.43 00 feet to (2) a large White Oak Tree, said point being S 59 degrees 48 minutes 05 seconds E. 4.93 feet from an iron peg set; thence with three new division lines throughout the land of Elizabeth R. Harris; generally following a board fence N. 59 degrees 48 minutes 05 seconds W. 350.44 feet to (3) an iron peg set; thence N. 60 degrees 15 minutes 07 seconds W. 70.83 feet to (4) an iron peg set; thence generally following a board fence N. 78 degrees 05 minutes 52 seconds W. 25.68 feet from an iron peg set on the east side of the road; thence with Road No. 627 for the following two courses: N. 34 degrees 46 minutes 50 seconds E. 841.73 feet to (6) a point at the angle of Road No. 627, said point being S. 73 degrees 45 minutes 20 seconds E. 11.40 feet from a set stone on the west side of the road, thence with Road No. 627 S. 73 degrees 45 minutes 20 seconds E. 1,309.39 feet to a point of beginning, containing 23.304 acres more or less, of which 0.741 acres are in Road No. 627.

AND

Parcel 2 (Loudoun County PIN: 467-38-4589)

The tract of land shown on the drawing recorded in Deed Book 1559 at Page 1468 on the southeast side of Road No. 627 and on the northeast side of Road No. 838 and situate in the Blue Ridge (formerly Mercer) Magisterial District, Loudoun County, Virginia, and bounded as follows:

Beginning at (1) a point in the center of Road No. 627 and a corner to the land of DuPont, said point being N. 78 deg. 05 min. 52 sec. E. 25.68 feet from an iron peg found on the east side of the road; thence with the land of DuPont for the following three courses: S. 78 deg. 05 min. 52 sec. E. 917.43 feet to (2) an iron peg found; thence S. 60 deg. 15 min. 07 sec. E. 70.83 feet to (3) an iron peg found; thence S. 59 deg. 48 min. 05 sec. E. 350.44 feet to (4) a large white oak tree in the line of Conquest, said point being S. 59 deg. 48 min. 05 sec. E 4.93 feet from an iron peg found l thence with the land of William P. Conquest, Jr., S. 33 deg. 17 min. 06 sec. W. 3529.67 feet to (5) an iron peg found in the line of William P. Conquest, Jr. and a corner to the land of Monroe; thence with the land of Monroe and then with the northeast side of Road No. 838 N. 68 deg. 11 min. 13 ec. W. 1095.78 feet to (6) a point in the center of Road No. 838, said point being N. 68 deg. 11 min. 13 sec. W. 55.00 feet from an iron peg found on the northeast side of the road; thence with the center of Road NO. 838 for the following two courses: N. 34 deg. 34 min. 40 sec. W 28.86 feet to (7); thence N. 20 deg. 59 min. 40 sec. W. 104.87 feet to (8) a point in the center of Road No. 627; thence with the center of Road No. 627 for the following seven courses:

N. 34 deg. 15 min. 10 sec. E. 216.66 feet to (9); thence
N. 15 deg. 41 min. 10 sec. E. 266.44 feet to (10); thence
N. 12 deg. 25 min. 50 sec. E. 376.90 feet to (11); thence
N. 23 deg. 24 min. 40 sec. E. 176.76 feet to (12); thence
N. 44 deg. 36 min. 30 sec. E. 90.65 feet to (13); thence
N. 41 deg. 14 min. 20 sec. E. 649.66 feet to (14); thence
N. 34 deg. 53 min. 29 sec. E. 1589 feet to the point of beginning containing 105.59 acres more or less.

AND BEING the same property conveyed to Grantor by deed recorded as 20151229-0085388 among the land records of Loudoun County, Virginia.

The Property is shown as Property Identification Number **466-19-6389** and **467-38-4589** among the land records of the County of Loudoun. Even if the Property consists of more than one parcel for real estate tax or for any other purpose, it shall be considered to be one parcel for the purpose of this Easement, and the Terms and Conditions shall apply to the Property as a whole, except where noted, in cases where specific Terms and Conditions apply to certain sections of the property.

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

AND SUBJECT, HOWEVER, to the restriction that the Grantee may not transfer or convey the Conservation Easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all Terms and Conditions, and all the Conservation Purposes, set forth in this deed are to be continued

in perpetuity, and (2) the transferee is an organization then authorized under Virginia law and qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

SECTION I – PURPOSE

The purposes of this Easement are to retain, preserve and protect the Conservation Values of the Property in the public interest in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. By so doing, the Grantor and Grantee have the common purpose of preventing, through the enforcement powers granted to the Grantee, any use or development of the property that will adversely affect, or is inconsistent with or will conflict with, diminish, impair or interfere with the Conservation Values.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected, shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above and in accord with the policy of the Commonwealth of Virginia, as set forth in Chapter 10.1 of the Code of Virginia of 1950, as amended, to preserve the Commonwealth's scenic, natural, and open space lands, inter alia. Any activity, development or use of the Property inconsistent with the purpose and intent of this Easement, or with its Conservation Purposes or Conservation Values, is prohibited. Without limiting the generality of the foregoing, the acts which the Grantor covenants to do and not to do upon the Property, and the Terms and Conditions which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION/SUBDIVISION.

- A. The Property may be subdivided into no more than three (3) parcels, which may thereafter be separately conveyed. Only boundary line adjustments between such subdivided parcels and created under the restrictions of this Easement are permitted and shall not be considered divisions of the Property provided that the following conditions are met:
- (i) Grantee is made party to the deed creating the boundary line adjustment;
 - (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Grantee;
 - (iii) The terms and conditions of this Easement shall remain in full effect, in perpetuity, on the Property.

- B. In addition, the acquisition by a governmental entity (whether pursuant to powers of eminent domain for minor road improvements, or by dedication required for a permitted subdivision of the Property) of a portion of the Property adjacent to Carters Farm Lane (State Route 627) for minor road improvements shall not be considered a division or subdivision of the Property. For the purpose of this paragraph, "minor road improvements" do not include the addition of new travel lanes required by the State or the County. Notwithstanding the forgoing, in event of any such acquisition, the conditions of this Easement shall remain in full effect, in perpetuity, on the portion of the Property so acquired (except pursuant to extinguishment proceedings as set forth in Section V.8(iii)).
- C. Nothing in this paragraph shall restrict the sale, gift or transfer as a whole of the Property subject to this easement.

2. DWELLINGS, STRUCTURES, ROADS, AND UTILITIES.

No buildings or structures other than the following, are permitted to be constructed on the Property:

A. DWELLINGS AND STRUCTURES

The following structures may be maintained, constructed, repaired or replaced upon the Property:

- (i) Primary Dwellings. Three (3) primary single-family dwellings (two of which exist on the date of this Easement), only one on each of the permitted parcels under Section II. A dwelling shall be regarded as a "primary dwelling" if it is the only dwelling located within a parcel or, in the event there is more than one dwelling on the parcel, if it is the largest dwelling located on the parcel. The existing primary dwellings on the Property shall be counted in the number and footprint of permitted structures. In the event of a division, one of the existing accessory dwellings must be designated as the third primary dwelling. No primary dwelling shall exceed:
 - a. 4,500 square feet of Ground Area (as defined in this below) and the Predominate Ridgeline (as defined below) shall not exceed feet (40').
 - b. For the purposes of this Easement, the term "**Ground Area**" means the impervious surface footprint of a building including covered porches, attached garages, and other impervious surfaces structures physically or structurally connected thereto but excluding connecting terraces, walkways, and driveways.
 - c. For the purposes of this Easement, the term "**Predominate Ridgeline**" shall be measured from the average grade of the building's front façade. Cupolas,

chimneys, antennae and similar appurtenances or adornments shall not be considered in such measurement.

- d. The 1800s-era portion of the historic house “**Rutledge Farm House**” shall not be demolished or removed without the prior written approval of Grantee. Approval of Grantee shall include consideration of the building’s structural and historic integrity. To that end, Grantee may, in its discretion, require that Grantor obtain a report written by a structural engineer or professional architectural historian regarding the building’s structural and historic integrity. In the event that (1) prior written approval is granted to demolish or remove the 1700s-era portion of the house (2) the house is destroyed by causes beyond Grantor’s reasonable control, including, but not limited to, fire, flood, storm or earth movement, or (3) the house is damaged by causes beyond Grantor’s reasonable control as above to such an extent that, in the opinion of Grantee, the house’s historic integrity is irremediably compromised, nothing herein shall obligate Grantor to reconstruct the house or return it to its condition prior to such calamity, and Grantor shall have the right to build a replacement dwelling, provided that any replacement dwelling shall be constructed at the same location as the original dwelling unless Grantor demonstrates that an alternate dwelling site would provide better or equal protection of the conservation values of the Property and Grantee gives prior written approval of the alternate site.
- (ii) Accessory Dwellings. Three (3) accessory dwellings (three of which exist on the date of this Easement); provided, however, that in the event of a permitted division of the Property pursuant to Section II.1 of this Easement to create a third parcel, the number of permitted accessory dwellings shall be reduced to two (2) and one of the existing accessory dwellings shall be included in the third parcel and designated as a primary dwelling. An accessory dwelling shall be defined as a building or structure (other than a primary dwelling or accessory dwelling) used or intended to be used for permanent or temporary human habitation. No permitted accessory dwelling shall exceed 2,500 square feet in Ground Area or have a Predominate Ridgeline in excess of thirty (30) feet. In the event of a permitted division, the accessory dwellings shall be allocated one on each permitted parcel unless otherwise set forth in the deed of subdivision or conveyance (whether expressly or as documented in the Rutledge Farm Baseline Documentation Report).
- (iii) Accessory Apartments. Two (2) accessory apartments (one of which exists on the date of this Easement) incidental to a permitted primary dwelling (under Section I.A.2(i)), an accessory structure (under Section I.2(iv)) or a permitted farm building (under Section I.A.2(v)). An accessory apartment shall be defined as a portion of a building used or intended to be used for

temporary or permanent human habitation. No permitted accessory apartment shall exceed 1,500 square feet nor fifty (50%) of the gross floor area of the permitted structure of which it is a part. In the event of a permitted division, the accessory apartments shall be allocated one on each parcel existing on the date of this Easement unless otherwise set forth in the deed of subdivision or conveyance (whether expressly or as documented in the Rutledge Farm Baseline Documentation Report).

- (iv) Non-residential outbuildings. Non-residential outbuildings and structures commonly and appropriately incidental to the dwellings permitted in Section II.A, paragraphs (i) and (ii), provided such structures are sized appropriately to serve as amenities to single-family residential use, provided that the aggregate footprint of such non-residential outbuildings and structures for the permitted dwelling shall not exceed: (a) 2,000 square feet in Ground Area for each permitted primary dwelling, or (b) 1,000 square feet in Ground Area for each accessory dwelling.
- (v) Farm Buildings. Farm buildings or structures are permitted, however, no new farm building or farm structure exceeding 4,500 square feet in Ground Area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II.4.B(i) or (i). Existing farm buildings shall be counted in the number and footprint of permitted structures.
- (vi) Miscellaneous. Small-scale miscellaneous structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, run-in sheds, fences including deer fences to protect crops (provided any fence over five feet in height shall be constructed with materials that will not block the public view of the Property from a state maintained road), boardwalks, or structures for crossing of streams or wetlands. Any such structure shall not exceed 200 square feet in Ground Area unless prior, written approval shall have been obtained from the Grantee in accord with Section V.6;
- (vii) Modification. Any building may be expanded, demolished and replaced subject to the restrictions of this Easement. Subject to the collective footprint limitation in Section II.2.E, the restrictions in Section II.2.A may be modified or adjusted only with the prior written approval of the Grantee and only upon a finding that the adjustment will not negatively impact or impair the Conservation Values and Conservation Purposes of this Easement and that

scale of the proposed building or structure is proportional to those in the surrounding area.

B. LOCATION RESTRICTIONS

- (i) No new dwellings, buildings, or structures permitted in Section II.2.A shall be constructed:
 - a. within fifty feet (50) of any area designated by Loudoun County as a Flood Plain nor within one hundred feet (100) landward on either side of the bank of any perennial stream, nor shall there be any building constructed within an area designated by Loudoun County as having Very Steep Slopes (slopes of greater than 25%); and
 - b. within any area designated as a riparian buffer pursuant to Section II.3 (except for structures for stream or wetland crossing permitted therein).
 - c. Within two hundred feet (200') of Carters Farm Lane (State Route 627).
- (ii) Notwithstanding the forgoing, all existing structures may be maintained, repaired and replaced without regard to the location restrictions of this paragraph, provided their footprint shall not be expanded in Ground Area except in accordance with the provisions of this Easement.

C. ROADS.

Private roads to serve permitted dwellings or structures, private roads to parcels created by permitted divisions of the Property, private roads required to be constructed in conjunction with permitted subdivisions of the Property, and roads with permeable surfaces for other permitted uses under Section II.B.4 may be constructed and maintained.

D. UTILITIES

- (i) Energy structures used to harness natural renewable energy sources such as the sun, wind, water, or biomass and scaled to provide electrical energy or pump water for permitted dwellings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment including, but not limited to, solar panels, wind turbines, and micro-hydro installations, if approved in writing by Grantee, to provide electrical energy to neighboring properties; and
- (ii) Public or private utilities to serve permitted dwellings or structures, and public or private utilities to serve parcels created by permitted divisions of the Property may be constructed and maintained.
- (iii) Utilities that do not serve permitted structures on the Property require the Grantee's review and prior written determination that the construction and

maintenance of such utility will not impair the conservation value of the Property.

E. COLLECTIVE FOOTPRINT LIMITATION.

The collective footprint of all buildings and structures on the Property shall not exceed 1.2% (67,375.47) square feet of Ground Area) of the total area of the Property, excluding roads. Unless otherwise allocated in the deed of subdivision or conveyance (whether expressly or by reason of existing structures as documented in the Rutledge Farm Baseline Documentation Report), in the event of subdivision or deed of conveyance, the collective footprint of each parcel, excluding roads, shall not exceed 1.2% of the total area of each parcel. Provided, however, that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values protected herein, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the Ground Area measured in square feet of the structures set forth in Section II.2.A above and all other impervious surfaces, excluding roads; and

F. GRANTEE APPROVAL REQUIRED.

To ensure that the conservation values of the Property will not be adversely affected, Grantor must obtain Grantee's written approval of the location of any new buildings, utilities, and structures permitted under Section II.2 prior to applying for a building permit or commencing construction. The location of new roads or access ways, shall require review and written approval of Grantee prior to construction in accord with Section V.6. Grantee's approval shall be based on a consideration of the impact on the Conservation Values, including the minimization of the impact on the scenic views of the Property from the adjoining roads.

G. RESERVATION OF RIGHTS.

Grantor reserves the right to continue all manner of existing residential and agricultural use and enjoyment of the Property as documented in the Baseline Documentation Report including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, watering troughs, and paths with the use of same or similar surface materials (or improved materials if prior written approval of Grantee is obtained); the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Conservation Purpose and Conservation Values and as limited in this conservation easement.

3. RIPARIAN BUFFER/WETLANDS.

To protect water quality, a one hundred (100) foot vegetated buffer strip (as measured from the top of the bank) shall be maintained in forest or be permitted to re-vegetate

naturally along both edges of the perennial stream on the Property. Within each buffer strip there shall be:

- (i) no new buildings, structures, roads, and other impervious surfaces constructed (existing roads and structures may be maintained but not enlarged within the buffer, and provided no greater burden would be imposed upon the Conservation Values than the existing structure or road, restored and replaced, with prior written approval of Grantee);
- (ii) no storage or dumping of compost, manure, fertilizers, chemicals, machinery or equipment;
- (iii) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard;
- (iv) The existing fencing shall be maintained so long as necessary to exclude livestock from the stream, and no livestock will be permitted to graze inside the stream.
- (v) no cultivation, plowing, dumping, or other earth-disturbing activity, except as may be reasonably necessary for (a) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (b) fencing along or within the buffer area; (c) construction and maintenance of the existing stream crossings for vehicular and pedestrian traffic which do not obstruct water flow, livestock crossings shall be limited and designated in accordance with the conservation plan required at Section II.9, (d) creation and maintenance of foot or horse trails with unimproved surfaces, (e) maintenance of existing ponds.
- (vi) Mowing in Buffer Strip shall be permitted as necessary to control invasive species or protect trees and other plants planted in any Buffer Strip; provided Grantee shall have the right to restrict or prohibit mowing within the Buffer Strip if Grantee reasonably determines that the mowing is causing erosion within the Buffer Strip.

4. INDUSTRIAL OR COMMERCIAL ACTIVITIES.

A. Definitions.

Unless otherwise defined herein, the terms set forth in this section shall have the same meaning as set forth in the Revised 1993 Loudoun County Zoning Ordinance, as amended through July 2, 2014. Subsequent amendment of the ordinance, including any expansion of allowed uses thereunder, shall not increase the Permitted Uses in Section B below to the extent that any amendment would permit uses more intrusive than the Permitted Uses or inconsistent with the Conservation Purpose or Conservation Values of this Easement in the reasonable opinion of the Grantee.

B. Permitted Uses.

The Property may be used for Household Living and Group Living uses, all other uses, including Public and Institutional, Commercial, and Industrial uses are prohibited except for the following uses, subject to the limitations of the applicable zoning ordinance and provided they are consistent with and do not adversely affect, conflict with, diminish, impair or interfere with the Conservation Purpose or Conservation Values:

- (i) Agriculture, horticulture, animal husbandry, silviculture and forestry, and equestrian uses and equestrian events.
- (ii) Agriculture support and services directly related to ongoing uses on the Property set forth in Section II.4.B(i).
- (iii) Agriculture support and services not directly related to ongoing uses on the Property set forth in Section II.4.B(i) which the Grantee approves in writing to be consistent with the Conservation Purposes of this Easement.
- (iv) Agricultural cultural center, arboretum, and botanical garden uses.
- (v) Park for passive recreational uses.
- (vi) Outdoor rural recreational establishment.
- (vii) Day camp, boarding camp within permitted structures, and eco-tourism uses.
- (viii) The following visitor accommodation uses are permitted within the permitted structures on the Property: bed and breakfast homestay and bed and breakfast inn, rural agricultural corporate retreat, rural resort and retreat, and guest farm or ranch uses.
- (ix) hunting and fishing;
- (x) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance;
- (xi) Notwithstanding the above:
 - a. commercial recreational activity or use beyond a *de minimis* level is prohibited.

5. MANAGEMENT OF FOREST.

- (i) Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be

submitted to Grantee for approval no later than 14 days before beginning any material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with Virginia's Forestry Best Management Practices for Water Quality Guide and the purposes of this Easement. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

- (ii) The following activities do not constitute material timber harvesting or land clearing and do not require the use of BMPs or a pre-harvest plan: the cutting, clearing, or removal of trees on less than 10 acres of the Property at any one time (i) for the construction or maintenance of permitted roads, trails, utilities, buildings, structures, or ponds, (ii) for firewood for Grantor's domestic use, (iii) which are invasive species, (iv) which pose a threat to the health or safety of persons, property, or livestock, (v) which are dead, diseased, or dying, or (vi) minimal removal of trees for other permitted uses of the Property including the uses set forth in Section II.2 and II.4, except timber harvesting or land clearing.

6. 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, as long as such practices are conducted in accordance with applicable governmental laws and regulations and are not inconsistent with the Conservation Values of the Property.

7. SIGNS.

Billboards, signs, or display of other advertisements that are visible from outside the Property are not permitted on or over the Property except to: (i) state the name and/or address of the owners and the name of the farm or activity thereon, such as the name of a stable, winery, vineyard, etc., (ii) advertise the sale or lease of the Property, or any portion thereof, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property or an event being held thereon, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, (vi) recognize historic status or participation in a conservation program, (vii) advertise political candidates or parties, and (viii) to comply with the law or any regulatory requirements. No such sign shall exceed nine square feet in size unless required by law.

8. CHANGES IN TOPOGRAPHY; GRADING, BLASTING, MINING.

Grading, blasting or earth removal shall not alter the topography of the Property except for wetlands or stream bank restoration pursuant to a government permit, or for erosion and sediment control pursuant to a government-required erosion and sediment control plan, or as required in the construction of permitted buildings, structures, and

improvements (including riding rings), private connecting roads, and utilities as described in Section II.A. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Generally accepted agricultural activities shall not constitute any such alteration. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will be inconsistent with or will conflict with, diminish, impair or interfere with the Conservation Values protected by this Easement. Mining by surface mining or any other method, dredging on or from the Property, or drilling for oil and gas on, under, or adjacent to the Property is prohibited.

9. FARM CONSERVATION PLAN.

As long as at least five acres of the Property are in agricultural production, the Property shall be managed in accordance with a written Farm Conservation Plan for this Property prepared by the Loudoun County Soil and Water Conservation District, within six (6) months of the date hereof, which terms and conditions are incorporated herein by reference. The Farm Management Plan shall incorporate Best Management Practices for water quality protection, be approved by the Grantee, and may, from time to time, be modified or amended by mutual agreement of the Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not be inconsistent with or conflict, diminish, impair, or interfere with the Conservation Values protected by this Deed of Easement.

SECTION III – ENFORCEMENT

1. ENTRY/RIGHT OF INSPECTION.

Representatives of the Grantee may enter the Property at reasonable times for purposes of inspection and enforcement of the terms 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 prevent, terminate or mitigate a potential violation of these restrictions with notice to 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. Grantee shall exercise reasonable care not to harm or disrupt activity on the Property or any permitted operations thereon.

2. GRANTEE'S REMEDIES.

Grantee has the right to bring an action at law or in equity to prevent or stop any violation of the terms and conditions of this easement and any use that is inconsistent with the Conservation Purpose or Conservation Values of this Easement. Grantee also has the right to bring such an action to enforce the Terms and Conditions contained herein. This right specifically includes: (i) the right of entry onto the property for the purposes of evaluating the extent and nature of any potential violation; (ii) the right to require restoration of the Property to its condition at the time of donation, including the removal

of any offending buildings or structures; (iii) the right to require restoration of the Property to a condition of compliance with the Terms and Conditions of this Easement; (iv) the right to recover any damages, including monetary damages, arising from non-compliance, the loss of Conservation Values, or the inability to return the Property to its condition at the time of donation; and (v) the right to enjoin non-compliance by ex parte temporary or permanent injunction. These remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The prevailing party shall be entitled to an award of attorney's fees and court costs; additionally, 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 costs of restoration, in addition to any other payments ordered by the court. The Grantee shall not, by any failure to discover non-compliance or otherwise to act, or by any prior forbearance to exercise rights under this Easement, waive 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.

SECTION IV – DOCUMENTATION

1. 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, and signed by the Grantor and the Grantee prior to the donation, and to 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 Property as of the date of this Easement. The Baseline Documentation Report may be used by Grantee to determine compliance with and enforcement of the terms 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 as of the date of this Easement. For the purposes of Stewardship of this Easement and pursuant to Section III.1, the Grantee shall retain the right to photograph all natural and man-made features on the Property, whether by ground or air, and changes thereto, though this right shall not include photography of the interior of any structure on the Property.

SECTION V - GENERAL PROVISIONS

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 covenants, terms, conditions and restrictions 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.

2. NO PUBLIC ACCESS.

The parties hereby acknowledge that the Property is visible from the public right-of-way adjoining the Property and that members of the general public may view the Property from said right-of-way. 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 retains the exclusive right to such access and use, subject to the terms hereof.

3. TITLE WARRANTY.

Grantor covenants and warrants that Grantor has good and sufficient 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 promises to defend same and hold Grantee harmless against any and all claims that may be made against it. The holders of all liens or other encumbrances arising from borrowing have subordinated their interests in the Property to the operation and effect of this Easement, by their execution hereof. Nothing herein shall prevent Grantor from obtaining, without Grantee approval, future financing secured by all or part of the Property or improvements thereon at any time. Any such financing shall be subordinated to this Easement.

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. 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. CONSTRUCTION.

Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the purposes of the Easement and the policies and purposes of Grantee. If any provision of this Easement 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. Notwithstanding the forgoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor intends that the grant of this Easement

qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be, where possible, construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

6. NOTICES TO GRANTEES; GRANTEE APPROVAL.

- (i) 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.
- (ii) The Grantor shall notify the Grantee in writing prior to undertaking any activity or exercising any reserved right that may be inconsistent with or that may conflict with, diminish, impair or interfere with the Conservation Values, Purposes or Terms and Conditions of this Easement.
- (iii) Whenever a written request for Grantee's approval is submitted pursuant hereto and Grantee fails to respond in writing within 30 days of receipt of such request, then Grantee shall be deemed to have approved the request, and Grantor may proceed with the action for which approval was requested. Nothing herein shall be construed, however, to require Grantee to issue a final decision on such request within such 30-day period, provided that such final decisions are issued in as timely a fashion as is practicable under the circumstances. Such circumstances shall include the complexity of the request or proposed project, the amount of information submitted with the initial request, and the need for on-site inspections or consultations. No approval required hereunder shall be unreasonably withheld or conditioned by Grantee.
- (iv) The failure of the Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

7. FORMS OF NOTICE.

Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent by registered or certified mail, or overnight delivery service such as UPS or FedEx to Grantor or Grantee respectively, to such addresses as the parties may designate by notice.

8. PROPERTY RIGHT OF GRANTEE; EXTINGUISHMENT.

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

- (ii) The Grantor and the Grantee intend that this Easement be perpetual and that it not be terminated or extinguished.
- (iii) If, notwithstanding subparagraph (ii), this Easement should be terminated or extinguished by condemnation or by judicial proceedings, any condemnation proceeds or the proceeds of any sale or exchange of the property resulting from or subsequent to a termination or extinguishment of the Conservation Easement by judicial proceedings must be divided between the Grantor and the Grantee according to the allocation of the value described in subparagraph (i) of this section. The Grantee must use any such proceeds in a manner consistent with the Conservation Purposes of the original Conservation Easement donation.

9. HAZARDOUS SUBSTANCES OR WASTES - NO CONTROL; WARRANTY; INDEMNITY.

Nothing in this 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 Loudoun County ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substance or waste or violation of environmental laws.

10. TAXATION.

The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Old Dominion Land Conservancy makes no express or implied warranties regarding availability of tax deductions or credits 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.

11. SUCCESSORS IN INTEREST.

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

12. INCLUSION OF TERMS IN SUBSEQUENT DEEDS.

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

13. MERGER.

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

14. ASSIGNMENT BY GRANTEE.

Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all Conservation Purposes 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 Section 170(h)(3) of the Revenue Code as amended and the applicable Treasury Regulations (or any successor provisions to either then applicable).

15. AMENDMENT.

Grantee and the owner of the Property may amend or modify the Easement to enhance protection of the Property's Conservation Values and natural resources, or add to the restricted property, provided that no amendment shall be allowed that, as determined by the Grantee or its designated consultant, affects the Easement's perpetual duration or reduces the Conservation Values of the Property. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and Grantor, or their Successors in Interest, and recorded among the land records of Loudoun County, Virginia. Grantee reserves the sole and absolute discretion to approve or deny requests for amendments.

16. VESTING OF CONSERVATION EASEMENT.

Should the Grantee, including any of its Successors in Interest, cease to exist, or not qualify as a "qualified organization" under section 170(h) of the Revenue Code (or any successor provision then applicable) or otherwise cease to be eligible to hold this Conservation Easement directly under the laws of the Commonwealth of Virginia, unless the Conservation Easement has been assigned prior to cessation to another holder

qualified according to the provisions of the laws of the Commonwealth of Virginia and the provisions of Section 14 above, this Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation. If the qualifying holding entity or the successors or assigns thereof, or the Virginia Outdoors Foundation, should cease to exist, or should not qualify as a "qualified organization" under section 170(h) of the Revenue 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 by this Easement.

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 the subject matter hereof.

18. APPLICABLE LAW.

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

19. ENTIRE AGREEMENT.

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

20. ACCEPTANCE.

Acceptance by the Grantee of this conveyance is authorized by Section 10.1-1010 of the Code of Virginia (1950), as amended, and is evidenced by the signature of its authorized representative below.

21. EFFECTIVE DATE/RECORDING.

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

22. COUNTERPARTS.

This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

23. NO LIEN. The Property is not subject to the lien of any deed of trust.

WITNESS the following signatures and seals.

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

RUTLEDGE FARM, LLC
a Virginia limited liability company

By: ABG Investors, LLC, a Virginia limited liability company

By: [Signature] (SEAL)
ALECO BRAVO-GREENBERG
Managing Member

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

The foregoing instrument was acknowledged before me this 30th day of December, 2015, by Aleco Bravo-Greenberg as Managing Member of ABG Investors, LLC, Manager of RUTLEDGE FARM, LLC.

[Signature] (SEAL)
Notary Public

My commission expires:
Registration #:

TERESA E. BRICKERD
NOTARY PUBLIC
REGISTRATION # 280869
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JULY 31, 2019

ACCEPTED:

Old Dominion Land Conservancy, Inc.

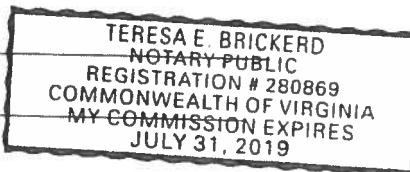
By: *Henry Stribling* (SEAL)
Henry Stribling, Executive Director

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF *Roanoke*, TO WIT:

I, *Teresa E. Bricker*, a Notary Public for the Commonwealth aforesaid, hereby certify that Henry Stribling, Executive Director of Old Dominion Land Conservancy, Inc., a Virginia nonstock corporation, personally appeared before me this *30th* day of *December*, 2015 and acknowledged the foregoing instrument on behalf of the corporation.

Teresa E. Bricker
Notary Public

My commission expires: _____
Registration No.: _____



A COPY-TESTE
Gary M. Clemens, Clerk
By *[Signature]*
Deputy Clerk