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 Fauquier County, VA
 Gail H Barb Clerk of Circuit Court
 File# 2009-00009777

BK **1329** PG **1541-1558**

This document was prepared by
 Virginia Department of Historic Resources
 2801 Kensington Avenue
 Richmond, VA 23221

A policy of title insurance in favor of the Grantor exists for the
 property herein conveyed
 Parcel #6877-87-4119,
 Parcel #6877-97-5211,
 Parcel #6877-97-4160 4168
 and Parcel 6877-97-6392

Exempted from recordation taxes
 under the Code of Virginia (1950), as amended,
 sections 58.1-811(A)(3) and 58.1-811(D)
 and from Clerk's Fees under section 17.1-266

DEED OF EASEMENT

**RAPPAHANNOCK STATION
 FAUQUIER COUNTY
 DHR FILE NO. 030-5504**

THIS DEED OF EASEMENT made this 3rd day of April, 2009, between
 the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY**, a political subdivision of the
 Commonwealth of Virginia whose address is 10 Hotel Street, Warrenton, Virginia, 20186,
 ("Grantor") and the **COMMONWEALTH of VIRGINIA, BOARD OF HISTORIC
 RESOURCES**, whose address is: Department of Historic Resources, 2801 Kensington Avenue,
 Richmond, Virginia, 23221 ("Grantee VBHR") and **THE PIEDMONT ENVIRONMENTAL
 COUNCIL**, a private non-profit conservation organization which is a Virginia non-stock
 corporation, whose address is 45 Horner Street, Warrenton, Virginia 20186 ("Grantee PEC")
 (hereinafter also referred to collectively as the "Grantees"),

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of a property known as Rappahannock
 Station consisting of a tract of land containing 26.5231 acres, more or less, as more particularly
 described herein, which land is of historic, archeological, open-space, and scenic value (the
 "Property"); and

WHEREAS, the Open Space Land Act of 1966, Chapter 461 of the 1966 Acts of the
 Assembly, (Chapter 17, Title 10.1, §§10.1-1700 to 10.1-1705 of the Code of Virginia of 1950, as
 amended), declares that the preservation of open-space land, including land preserved for historic or

EXAMINED & RETURNED
 County of Fauquier Attorney

scenic purposes, 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 any public body to receive easements in gross or other interests in properties for the purpose of preserving such historic or scenic open-space lands; and

WHEREAS, VBHR is a political subdivision of the Commonwealth of Virginia and a “qualified organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code (the Code) and Treasury Regulation §1.170A-14(c)(1), is a public body under Section 10.1-1700 of the Code of Virginia, 1950 as amended and is willing to accept an open-space easement over the Property as herein set forth; and

WHEREAS, the Virginia Conservation Easement Act, §10.1-1009 *et seq.* of the Code of Virginia authorizes certain charitable corporations, associations or trusts exempt from taxation pursuant to 26 U.S.C.A. 501(c)(3) to hold a nonpossessory interest in real property for purposes of retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural or archaeological aspects of real property; and

WHEREAS, the Grantee PEC meets the statutory requirements of Virginia Code §10.1-1009 for a holder of a perpetual easement under the Virginia Conservation Easement Act and has had its principal office in Virginia for more than five (5) years, as required by Virginia Code §10.1-1010.C; and

WHEREAS, Article XI of the 1971 Constitution of the Commonwealth of Virginia declares the preservation of historic properties and sites to be a goal and obligation of State government, and Section 1 “Natural resources and historical sites of the Commonwealth,” provides that “[I]t shall be the policy of the Commonwealth to conserve, develop, and utilize its natural resources, its public lands and its historic sites and buildings. Further, it shall be 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”; and

WHEREAS, the Property contains a portion of the battlefield where the Rappahannock Station battle occurred on August 22-25, 1862 during the Northern Virginia Campaign of the Civil War; and

WHEREAS, the Property also contains a key portion of the Rappahannock Station battlefield, where, on November 7, 1863, during the Bristoe Station Campaign of the Civil War, Union forces succeeded in capturing a critical and heavily fortified Confederate bridgehead. The decisive Union victory here ensured Union control of all territory north of the Rappahannock River for the remainder of the war; and

WHEREAS, the Property encompasses portions of the areas of the most intensive battle actions of the Rappahannock Station battle and therefore includes significant archeological resources which are granted certain protections by state law. The Property possesses high cultural and historic value, as well as high scenic value; and

WHEREAS, the Property was acquired by the Grantor for the purposes of preserving it as a Civil War battlefield and a public recreational access point to the Rappahannock River; and

WHEREAS, the Chesapeake Bay Preservation Act, §§10.1-2100 to 10.1-2116 of the Code of Virginia, established the Chesapeake Bay Local Assistance Board to promulgate regulations and criteria for land use controls to protect water quality in the Chesapeake Bay and its tributaries; and

WHEREAS, the Property has 1,775 linear feet of frontage on the Rappahannock River, the Rappahannock River being a public drinking 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; and protection of the Property will ensure continued protection of the water quality within the watershed; and

WHEREAS, the Fauquier County Comprehensive Plan, adopted in 1994, lists in among its goals and objectives: “To sustain and enhance the quality of life of the County’s citizens;” “To recognize the county’s traditionally agricultural and rural character and the need for preservation of its open spaces and scenic beauty;” “To protect critical environmental resources and to maintain renewable natural resources so that they are not degraded but remain viable for future generations;” “To protect environmental, cultural, and visual resources;” and “To protect significant archaeological/historic sites and areas”; and

WHEREAS, pursuant to Chapter Ten, Title 10.1 of the Code of Virginia (§§10.1-1017 through 10.1- 1026) as amended, the Virginia Land Conservation Foundation (VLCF) awarded a grant in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) from the Virginia Land Conservation Fund to PEC which PEC has donated to the Grantor to facilitate the acquisition of this Property by the Grantor; and

WHEREAS, with the assistance of PEC, the Grantor applied to the National Park Service’s American Battlefield Protection Program (ABPP) and received a grant from the Land and Water Conservation Fund, under the authority of the American Battlefield Protection Act of 1996, 16 U.S.C. 469(k), in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) to facilitate the Grantor’s acquisition of the Property; and

WHEREAS, in accordance with the American Battlefield Protection Act and Section 6(f)(3) of the Land and Water Conservation Fund Act, lands and interests in land acquired with Land and Water Conservation Fund assistance can be converted to a use other than conservation only upon the written permission of the Secretary of the Interior, acting through the ABPP, and

only upon the substitution of other land of equal market value and usefulness for conservation/recreation purposes to be perpetually protected for conservation purposes; and

WHEREAS, Grantee PEC has contributed FIFTY THOUSAND DOLLARS (\$50,000) in privately raised funds to aid the Grantor in the acquisition and protection of the Property; and

WHEREAS, a requirement of each grant described above is Grantor's conveyance of a conservation easement to perpetually protect the features of the Property which contribute to its historic, archeological, open-space and scenic significance; and

WHEREAS, pursuant to §10.1-1020(2) of the Virginia Land Conservation Foundation Act, the terms of the Virginia Land Conservation Foundation (VLCF) grant conditions the award of these funds on the Grantor's donation of a perpetual easement for the purpose of preserving those features which contribute to the historic, open-space, and scenic significance of the Property; and

WHEREAS, The American Battlefield Protection Program (ABPP) promotes the preservation of significant historic battlefields associated with wars on American soil. The goals of the program are 1) to protect battlefields and sites associated with armed conflicts that influenced the course of our history, 2) to encourage and assist all Americans in planning for the preservation, management, and interpretation of these sites, and 3) to raise awareness of the importance of preserving battlefields and related sites for future generations; and

WHEREAS, the Grantor and the Grantees desire to protect in perpetuity the historic, archeological, open space, and scenic values herein specified; and

WHEREAS, the Grantor and the Grantees intend to accomplish such protection by restricting the use of the Property as hereinafter set forth; and

WHEREAS, the Grantees have determined that the restrictions hereinafter set forth (the "Restrictions") will preserve and protect in perpetuity the historic, archeological, open space, recreational and scenic values of the Property, which values are reflected herein and in the Grantees evaluation of the Property, and the documentation of the condition of the Property is contained in its respective files and records; and

WHEREAS, the conservation purpose of this easement is to preserve and protect in perpetuity the historic, archeological, open space, recreational and scenic values (the "Conservation Values") of the Property as set forth above; and

WHEREAS, the Grantees have determined that the Restrictions will limit the uses of the Property to those uses consistent with, and not adversely affecting, the historic, archeological, open space, recreational and scenic values of the Property and the other governmental conservation policies furthered by this easement; and

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantees, and pursuant to the laws of the Commonwealth of Virginia, in particular the Virginia Open Space Land Act of 1966, the Grantor does hereby give, grant and convey to the Grantees a conservation and 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 an aggregate of 26.5231 acres, more or less, fronting on the Rappahannock River and James Madison Highway located in Lee Magisterial District, in Fauquier County near the Town of Remington:

All those certain tracts or parcels of land comprising in the aggregate approximately 26.5231 acres of land designated as PIN # 6877-97-6392-000 (Tract 1 Public Facilities Lot), PIN # 6877-97-5211-000 (Lot 1 of Kelly's Vineyard), PIN # 6877-97-4168-000 (Lot 2 of Kelly's Vineyard), and PIN # 6877-87-4119-000 (Park Land Lot) on that plat of survey prepared by Carson Ashley entitled "Plat Showing 'Rappahannock Station Battlefield Park', Being the Properties of Board of Supervisors of Fauquier County, Virginia" dated August 22, 2008 (the "Carson Ashley Plat") attached to and by this reference incorporated in this Deed.

AND BEING the exact same property conveyed to the Board of Supervisors of Fauquier County by three separate deeds from Danforth-Remington, LLC dated May 26, 2005 and June 12, 2008 and recorded in Deed Book 1158 at Pages 1180-1202, in Deed Book 1297 at Pages 916-942, and in Deed Book 1297 at Pages 943-946 among the land records of Fauquier County, Virginia.

TOGETHER WITH a non-exclusive right of ingress and egress to and from the Property and U.S. Business Routes 15 and 29 (James Madison Highway) over that thirty (30) foot right of way designated as "East Street" on the 2008 Carson Ashley Plat.

This Easement is subject to all the covenants, restrictions and easements set forth in the deeds conveying the Property to Grantor and all other covenants, restrictions and easements of record.

The above-described tracts are shown as four separate parcels among the land records of Fauquier County, Virginia and total 26.5231 acres, more or less, in the aggregate. The Property shall be considered to be one parcel for the purpose of this Easement, and the Restrictions and covenants of this Easement shall apply to the Property as a whole.

AND SUBJECT, HOWEVER, to the restriction that the Grantees or their successors and assigns may not transfer or convey the easement herein conveyed to the Grantees unless the Grantees condition such transfer or conveyance on the requirement that (i) all Restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (ii) 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. The provisions of Paragraph 21 shall likewise apply to any assignment of the interests granted herein.

The Restrictions hereby imposed on the use of the Property are in accord with the policies of the Commonwealth of Virginia, as set forth above and in Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended, to preserve historic and scenic open-space lands in the Commonwealth. The acts which the Grantor covenants to do and not to do upon the Property, and the Restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. **DOCUMENTATION:** The parties agree that the photographs of the Property taken by Wendy Musumeci of the Virginia Department of Historic Resources on March 5, 2008 (Virginia Department of Historic Resources negative number 24124) and other documentation created by Grantee PEC and retained in the offices of Grantees including, but not limited to the Baseline Documentation Report, accurately describes the condition and character of the Property at the time of the grant of this Easement. The negatives of the photographs taken by Grantee VBHR shall be stored permanently in the archives of the Virginia Department of Historic Resources, which is located at 2801 Kensington Avenue, Richmond, Virginia, or its successors. Hereafter, the Property shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes that are expressly permitted hereunder. Such documentation is designed to protect the Conservation Values associated with the Property. The parties agree that the documentation supplied and contained in the files of the Grantees is an accurate representation of the Property.

2. **PERMITTED BUILDINGS, STRUCTURES, AND AMENITIES:** Subject to the provisions of Paragraph 3 below, the following buildings, structures, and amenities (and no others) may be built or maintained on the Property:
 - (i) Buildings and structures which support recreational, educational, and interpretative uses of the Property which shall not exceed a collective Three Thousand (3,000) square feet in ground area without the prior written approval of the Grantees. To protect the Conservation Values of the Property, the buildings permitted under this paragraph 2(i) shall be constructed within either "Area A" or "Area B" as identified on the sketch plat (the "Easement Plat") prepared by Grantee PEC, dated September 2, 2008, attached hereto as Exhibit A and incorporated herein by this reference. The design, size, and location of any building or structure to be constructed within Area A shall be subject to the review and prior written approval of Grantee VBHR. The design, size, and location of any building or structure to be constructed within area B shall be subject to the review and prior approval of both Grantees. In determining whether to approve the design and/or location of any building or structure to be constructed within Area B, Grantees shall consider the impact of the proposed building or structure on the Conservation Values of the Property, especially archaeological values. In the event that Grantor obtains permission to construct

any building or structure within Area B, Grantor will survey the contour line which establishes the outer limit of Area B and stake the line prior to any such construction and on an annual basis if requested by either Grantee prior to any annual stewardship visit; and

- (ii) Informational kiosks necessary to provide historical interpretation of the battlefield and to provide recreational information for visitors, which kiosks shall not exceed a collective roofed area of more than Five Hundred (500) square feet without the prior written approval of Grantees; and
- (iii) One (1) dock or pier and one (1) boat ramp which shall be: (a) designed for access to the Rappahannock River by non-motorized boats and (b) co-located with the dock or pier within the single river access point described in Paragraph 8 of this Easement; and
- (iv) One (1) late 19th century single family residence of approximately Two Thousand Seven Hundred Fifty-Eight (2,758) square feet in enclosed living area which stands on the date of this Easement in the area shown as "19th C. House" on the Easement Plat. This structure may be maintained in its current size and location, but not enlarged, or may be replaced or demolished at the discretion of the Grantor. Any replacement building shall be limited to Two Thousand (2,000) square feet in ground area, its replacement location shall be approved by Grantee VBHR, and its use shall be subject to the further provisions of Paragraph 4 of this Easement; and
- (v) One (1) shed of approximately Six Hundred Thirteen (613) square feet in ground area which stands on the date of this Easement in the area shown as "Existing Shed" on the Easement Plat. This shed may be maintained at its current size and location (but not enlarged or moved) or demolished and replaced with the prior written approval of Grantee VBHR; and
- (vi) Amenities such as walking trails, footpaths, unroofed parking facilities, signs, fences, benches, picnic tables, charcoal grills and markers appropriate for the preservation, maintenance, exhibition, and interpretation of the Property as a Civil War battlefield and as a public recreational facility. Notwithstanding anything to the contrary herein, Grantor shall be permitted to install, repair, replace, or maintain benches, picnic tables, and charcoal grills within Areas A and B as identified on the attached "Easement Plat" without the prior written approval of the Grantees; and
- (vii) Roads, trails, and utilities serving the Property, subject to the further provisions of Paragraph 10 of this Easement; and
- (viii) Additional structures and buildings may be approved by both Grantees subject to their location and design approval, and such approval shall be made based on the proposed structure's impact on the Conservation Values protected by this Easement and subject to the provisions of Paragraph 3.

3. ALTERATIONS AND NEW CONSTRUCTION: No building, structure, or amenity shall be constructed, altered, restored, renovated, extended, or demolished except in a way that would, in the opinion of the Grantee VBHR, be in keeping with the historic,

archeological, open-space, and scenic character of the Property and consistent with the applicable *Secretary of the Interior's Standards for the Treatment of Historic Properties*, and provided that the prior written approval of the Grantee VBHR to such actions shall have been obtained. The location, size, and design of any new building, structure, or amenity permitted under Paragraph 2 above are expressly made subject to the prior written approval of Grantee VBHR.

4. **INDUSTRIAL AND COMMERCIAL ACTIVITY:** It is the intent of the parties hereto that the Property shall be used as an historical, educational, open-space, and recreational resource for the benefit of the public. Industrial or commercial activities other than the following are prohibited: (i) activities that foster the preservation and interpretation of the historic battlefield and accommodation of the public amenities permitted under Paragraphs 2-3, (ii) agriculture, silviculture, or horticulture, (iii) temporary or seasonal activities which do not permanently alter the physical appearance of the Property, and do not diminish the Conservation Values herein protected, (iv) activities related to the non-motorized recreational use of the Rappahannock River, and (v) activities related to the preservation, maintenance, exhibition, and interpretation of the Property as a Civil War battlefield, provided that prior to the first such event the affected areas are surveyed and archaeologically significant deposits, sites, or features identified during the survey are protected and avoided during permitted activities. All such work shall be reviewed and approved by Grantee VBHR in writing and shall be completed in accordance with the *Secretary of the Interior's Standards for Archaeology and Historic Preservation*.

5. **ARCHAEOLOGY:** Archaeologically significant deposits, sites, or features on the Property, both known and unknown, shall not be disturbed or excavated except by or under the supervision of a professionally qualified archaeologist meeting or exceeding the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* and provided plans for such archaeological activity have been submitted to, and approved by the Grantee VBHR prior to any ground-disturbing activities. This includes any activity related to the exercise of the provisions of Paragraph 2 for changes permitted under the terms of this Easement. Archeological investigations on the Property must be a project or program of an established educational, governmental, or historical institution, or be performed by a qualified professional cultural resource management firm approved by the Grantee. Such excavation, collection, and exploration will be conducted only pursuant to a research design approved in writing by the Grantee after formal review process outlining the scope, purpose, and exact goals of the project including resources reclamation goals, reviewed and commented upon by the Grantee VBHR prior to implementation. Artifacts and objects of antiquity professionally excavated from archaeological deposits, sites, or features on the Property shall be treated, curated, and preserved according to the Virginia Department of Historic Resources **State Collection Management Standards** as promulgated at the time the artifacts are excavated. The Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Property from looting, vandalism, erosion, mutilation, or destruction from any cause. The Grantor shall not authorize the use of metal detectors or other devices for the purpose of excavation and

removal of archaeological remains.

6. **TRASH:** Accumulation or permanent dumping of trash, refuse, junk, debris, or any other unsightly or offensive material is not permitted on the Property. This Restriction shall not prevent generally accepted agricultural or wildlife management practices, such as 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 laws and regulations.
7. **TREES AND VEGETATION:** Management of trees and vegetation, including removal of timber consistent with established forestry practices, and removal of fallen trees, branches, or dead trees that pose a hazard to the permitted buildings and structures, on the Property shall be in accordance with sound arboreal, horticultural, and/or agricultural practices and in such a way that is consistent with the historic, archeological, open-space, and scenic character of the Property. If significant portions of forested land require conversion to open field or if significant portions of open field require conversion to forest cover, such as in the event of a natural disaster or other necessity, the Grantor must receive written approval from the Grantees indicating that the proposed removal and disposal or planting of timber will not harm or destroy the battlefield's historic setting, nor any character defining landscape features, nor any archeologically significant deposits, sites, or features within the project area. Prior to clearing significant portions of forested land or converting open space land to forested cover, a pre-harvest plan must be approved in writing by the Grantees. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. Landscaping or other horticultural projects, including planting or removal of plantings, vegetation, or natural screening shall be subject to the prior written approval of the Grantees.
8. **RIPARIAN BUFFER:** To protect water quality, a fifty (50) foot buffer strip shall be maintained in forest or be permitted to revegetate naturally along the edge of the Rappahannock River, as measured horizontally from the top of the bank. Within this buffer strip there shall be (a) no buildings or other structures except for the dock or pier and boat ramp described in Paragraph 2(iii) above, picnic tables, benches, fences, and minimal signage necessary for historic interpretation, recreational instruction, and public safety, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no cultivation, (d) no other earth disturbing activity, except as may be reasonably necessary for (i) wetland or stream bank restoration, stormwater management or erosion control, pursuant to a government permit and (ii) fencing along or within the buffer area, (iii) creation and maintenance of foot or horse trails with permeable, unimproved surfaces, (iv) archaeological survey subject to the provisions of Paragraph 5 of this Easement; and (v) creation and maintenance of one (1) river access point which shall not extend further than 100 feet along the river bank and within which any permitted dock or pier and boat ramp shall be constructed, and (e) no removal of trees

except removal of invasive species, removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard, or removal of trees necessary to maintain an effective water-quality buffer.

- 9. TOPOGRAPHY:** Grading, blasting, or earth removal shall not alter the topographic aspect of the Property, except as required in the construction of permitted buildings, structures, roads, and for the creation of stormwater management facilities consistent with the Property's historic, archaeological, and recreational values in the areas shown on the plat attached to the deed of conveyance by which Grantor acquired the Property. Generally accepted agricultural activities shall not constitute any such alteration. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property without prior written approval of Grantee VBHR that it will not diminish or impair the historic, archeological, scenic, recreational or open-space values of the Property. Mining is prohibited on the Property.
- 10. ROADS, TRAILS AND UTILITY LINES:** The location of any new roads, parking facilities and utility lines to be constructed on the Property after the date of this Easement (except within existing rights of way) shall be subject to the prior written approval of both Grantees. The construction by the Grantor of walking trails or footpaths to aid in the historical interpretation of the Property as a Civil War battlefield and to provide for public recreation and limited multi-purposes trails to access other permitted park facilities is permitted, provided the prior written approval of Grantee VBHR has been obtained. Notwithstanding the foregoing, trails with permeable surfaces designed for use by people with limited mobility may be built and maintained on the Property subject to the prior written approval of both Grantees with respect to location and design of such trails. Erosion and sediment control and protection of environmentally sensitive areas shall be given primary consideration in the design, construction and maintenance of all permitted roads, trails and parking areas.
- 11. SUBDIVISION:** The Property shall not be divided, subdivided, or conveyed in fee other than as a single tract.
- 12. SIGNS:** No sign, billboard, or outdoor advertising structure shall be displayed on the Property without the consent of the Grantees, other than signs not exceeding nine feet square for any or all of the following purposes: (i) to state the name and address of the Property or Property owners, (ii) to provide information necessary for the normal conduct of any permitted business or activity on the Property, (iii) to advertise the Property for sale or rental, (iv) to provide notice necessary for the protection of the Property and for giving directions to visitors, and (v) to provide historical interpretation and information to visitors to the Property as a Civil War battlefield site; (vi) to provide environmental and recreational interpretation; and (vii) advertising signage in the temporary sign easement reserved on the plat attached to the deed by which the Grantor acquired the Property for the purpose of advertising lots within the adjoining subdivision known as Rappahannock Landing. This right to erect temporary signage shall expire upon the sale of the 68th

residential lot.

- 13. PUBLIC ACCESS:** The parties hereby acknowledge that the Property is visible from a public right-of-way U.S. Highway 29 and that members of the general public may view the Property from said right-of-way. The Grantor also agrees that photographs of the Property taken by the Grantees for purposes of documenting the appearance, condition, and features of the Property, or for other purposes pursuant to this Easement, may be published or otherwise made available to the public at the discretion of the Grantees. The Grantor further agrees that the Property shall be opened to the public (which may be the public at large or in smaller groups) at reasonable times and on reasonable terms, including a reasonable fee, taking into consideration Grantor's need to manage the Property to protect its Conservation Values, interpret the Property as an historic site, enable public use of the Property for passive recreation and educational purposes, and ensure the safety of all visitors to the Property. Grantees agree that the planned use of the Property as a public park meets the requirement of public access under Section 502 of the Rehabilitation Act of 1973. The Grantor also agrees that the Property may be opened by appointment with the Grantor to persons affiliated with educational organizations, professional architectural associations, and historical societies.
- 14. INSPECTIONS:** The Grantees and its representatives may enter the Property from time to time, upon reasonable notice to the Grantor, for the sole purpose of inspections and enforcement of the terms of the easement granted herein.
- 15. EASEMENT MARKER:** The Grantees, in their discretion, and upon reasonable notice to the Grantor, may erect at a location acceptable to the Grantor, a single marker or sign, not exceeding two feet by two feet, which states the name of the Grantees and advises that the Grantees own the easement granted herein.
- 16. ENFORCEMENT:** The Grantees have the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of this Deed of Easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by ex parte temporary or permanent injunction. If the court determines that the Grantor failed to comply with this Easement, the Grantor shall reimburse the Grantees any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. The Grantees do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppels or laches with respect to any failure to act by the Grantees.
- 17. GRANTEES' PROPERTY RIGHT.** The Grantor agrees that the grant of this Easement gives rise to a property right, immediately vested in the Grantees, 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.

- 18. CONVERSION OR DIVERSION.** The Grantor and the Grantees intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit loss of open space land. In the event of a proposed conversion of the Property to a use other than those specified herein, the Grantor shall consult with the Grantees. If following that consultation, the Grantees determine that conversion is appropriate, the Grantees shall, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act (16 USC 460L-8 (f)(3)), propose such conversion to the Secretary of the Interior, acting through the ABPP or its successors. Any such proposal shall also include the proposed mitigation for the conversion. The proposal shall include a letter from the Grantees setting out their opinion on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary, acting through the ABPP or its successors, shall approve such conversion only upon such conditions as he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market and conservation values and of reasonably equivalent usefulness and location.
- 19. MERGER:** The Parties agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property.
- 20. APPROVALS:** Whenever a written request for the Grantees approval is submitted pursuant hereto and the Grantees fail to respond in writing within 30 days of receipt of such request, then the Grantees shall be deemed to have approved the request, and the Grantor may proceed with the action for which approval was requested unless it is inconsistent with the purposes of this Easement or in conflict with the Easement terms. Nothing herein shall be construed, however, to require the Grantees 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 by the Grantees. Nothing contained herein shall affect the authority of the Secretary of the Interior under Section 6(f) (3) of the Land and Water Conservation Act.
- 21. TRANSFER OF TITLE:** Prior to any inter vivos transfer of title to the Property, excluding deeds of trust given for the purpose of securing loans, the Grantor shall notify the Grantees in writing. This deed of easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed conveying an interest in the Property.

- 22. ASSIGNMENT:** Assignment may only be done with the written permission of the United States by and through the Secretary of the Interior.
- 23. UNENFORCABLE PROVISIONS:** 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 any ancillary or supplementary agreement relating to the subject matter hereof.
- 24. EXTINGUISHMENT and COMPENSATION:** The Grantor and the Grantees intend that this Easement shall be perpetual and not be extinguished, and extinguishment of this Easement is not permitted under the Open-Space Land Act, Virginia Code Section 10.1-1700 *et seq.* Restrictions set forth in the Easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of Section 10.1-1704 of the Virginia Code and if approved by the Secretary of the Interior in accordance with the requirements of section 6(f)(3) of the Land and Water Conservation Fund Act. In any sale or exchange of the Property subsequent to such extinguishment, the Grantees and the Virginia Land Conservation Foundation shall, collectively, be entitled to a portion of the proceeds of such sale or exchange (the "Proportionate Share") at least equal to the proportionate value that the perpetual conservation restrictions at the time of the extinguishment bears to the then value of the Property as a whole. The Proportionate Share shall be allocated among and paid to the Grantees and to VLCF as follows: (a) Fifty (50) percent shall be paid to Grantee VBHR, Ten (10) percent shall be paid to Grantee PEC, and Forty (40) percent shall be paid to VLCF. Each of the Grantees and the VLCF shall be entitled to use all their portion of the Proportionate Share in a manner consistent with the conservation purposes of this Easement, Virginia Code Section 10.1-2200 *et seq.*, the Open-Space Land Act, the Virginia Conservation Easement Act, and the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act. Nothing herein is to be construed as a waiver of the Grantees', individual or collective, rights of Sovereign Immunity or a waiver of their rights to require strict adherence to the provisions of § 10.1-1704 for replacement of the Property or a portion of the Property herein that may be converted or diverted.
- 25. DEFINITIONS:** In this Easement "Grantor" shall include Grantor and its successors and assigns, and "Grantees" shall include both Grantees and their successors and assigns.

Although this easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Property and the Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Acceptance by the Board of Historic Resources of this conveyance is authorized by Section 10.1-1701 of the Code of Virginia of 1950, as amended and is evidenced by the signature of the Director of the Department of Historic Resources on behalf of the Commonwealth of Virginia, Board of Historic Resources. Acceptance by The Piedmont Environmental Council is authorized by

the Conservation Easement Act, Sections 10.1-1009 et seq. of the Code of Virginia, and is evidenced by the signature of its President below.

Witness the following signatures and seals:

BOARD OF SUPERVISORS OF FAUQUIER COUNTY

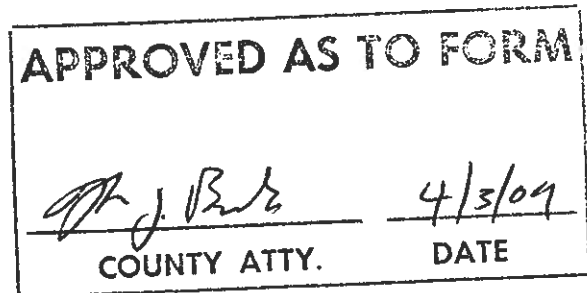
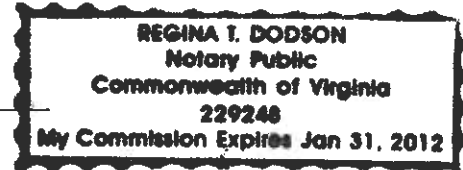
BY: [Signature] (SEAL)
Paul S. McCulla,
Fauquier County Administrator

COMMONWEALTH of VIRGINIA)
COUNTY of FAUQUIER), to-wit:

The foregoing instrument was acknowledged before me this 3rd day of April, 2009, by Paul S. McCulla, County Administrator on behalf of the Board of Supervisors of Fauquier County, Grantor therein.

[Signature]
Notary Public

My commission expires: Jan 31, 2012
Notary Registration No. 229248
(SEAL)



Accepted:
COMMONWEALTH OF VIRGINIA, BOARD of HISTORIC RESOURCES

By: [Signature]
Kathleen S. Kilpatrick
Director, Department of Historic Resources

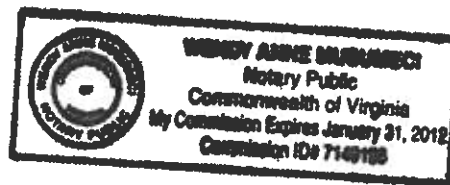
Date: 4/8/09

COMMONWEALTH of VIRGINIA)
CITY of RICHMOND), to-wit:

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by Kathleen S. Kilpatrick, Director, Department of Historic Resources, on behalf of the Commonwealth of Virginia, Board of Historic Resources, a Grantee therein.

Wendy Anne Musumeci
Notary Public

My commission expires: 01/31/2012
Notary Registration No. 7149196
(SEAL)



ACCEPTED:
THE PIEDMONT ENVIRONMENTAL COUNCIL

By: *Christopher G. Miller*
CHRISTOPHER G. MILLER
President, The Piedmont Environmental Council

Date: 04/08/09

COMMONWEALTH of VIRGINIA)
CITY/COUNTY of Fauquier), to-wit:

The foregoing instrument was acknowledged before me this 6th day of April, 2009, by CHRISTOPHER G. MILLER, President on behalf of The Piedmont Environmental Council, a Virginia non-stock corporation and a Grantee therein.



Dawn M. Wilmot
Notary Public

7096154

DAWN M. WILMOT
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires August 31, 2011

My commission expires:
Notary Registration No.
(SEAL)

Aug. 31, 2011

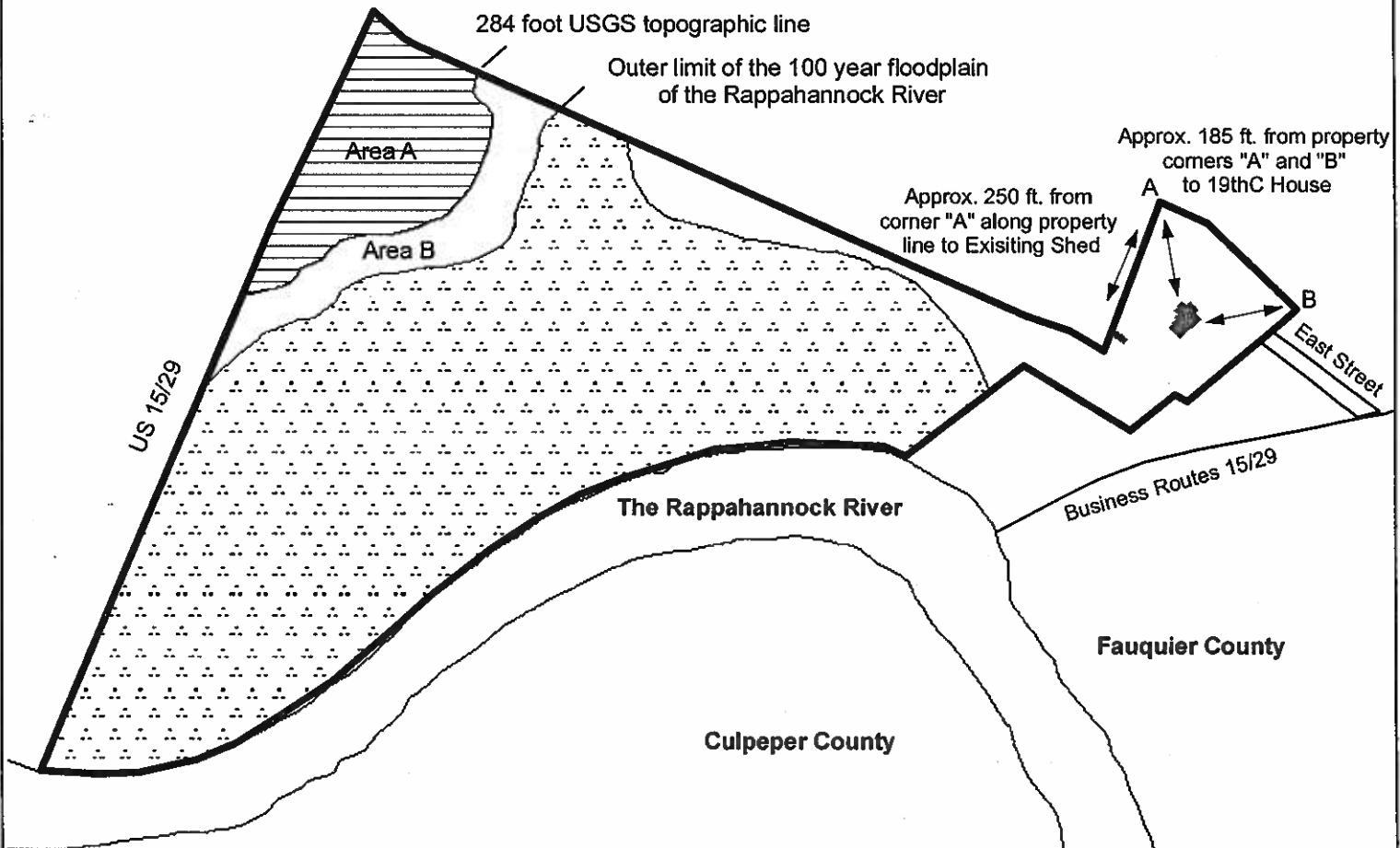
7096154







Exhibit A

Rappahannock Station Conservation Easement Sketch Plat

26.5231 Acres, Fauquier County, VA

Tax Maps: 6877-97-6392, 6877-87-4119, 6877-97-5211, 6877-97-4168



-  Property Boundary
-  100 year floodplain
-  The Rappahannock River
-  Existing buildings
-  Area A
-  Area B



0 175 350 700 Feet

This plat is for the sole purpose of
Recording an exhibit
This plat has not been reviewed for compliance with zoning and subdivision ordinance requirements and does not constitute an approval of new lots of record under the Fauquier County Subdivision Ordinance.

Susan K. Eddy
Agent, Board of Supervisors

3/3/09
Date

Sketch Plat Created by the Piedmont Environmental Council, September 2, 2008.
The information contained in this parcel file is not to be construed or used as a "legal description".
Parcel boundaries are believed to be accurate, but accuracy is not guaranteed.

RECORDED IN CLERKS OFFICE OF
FAUQUIER ON
October 07, 2009 AT 1:53:09 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, Clerk