DEED OF GIFT OF CONSERVATION EASEMENT

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

Prepared by: _____, Esquire
VSB No._____
_____
_____

Return to: Tracy A. Gallehr, Esquire
Fauquier County Attorney
10 Hotel Street, Suite 204
Warrenton, Virginia 20186

TAX MAP NO(S). or PIN(S): _____

Exempt from recordation tax under the Code of Virginia (1950), as amended, Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803 and from any Circuit Court Clerk's fees pursuant to Section 17.1-266

DEED OF GIFT OF CONSERVATION EASEMENT

THIS DEED OF GIFT OF CONSERVATION EASEMENT made this ___ day of _____, 2024, referred to herein as this "Easement", [between or among] _____, [Include marital status of Grantor.] (collectively or together "Grantor"); **BOARD OF SUPERVISORS OF FAUQUIER COUNTY of the Commonwealth of Virginia**, a body politic, whose address is 10 Hotel Street, Warrenton, Virginia 20186 ("Grantee" and "County") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); *[if lien] to be indexed as Grantor. the designations Grantors and Grantee, including their successors and assigns, _____ BANK, a national banking association, whose address is _____, to be indexed as a grantor, herein the "Lender", and _____, a Virginia corporation, referred to herein as the "Trustee",* and all collectively the "Parties".

RECITALS

R-1. Grantor is the owner in fee simple of certain real property situated in the _____ Magisterial District of Fauquier County, Virginia, containing acres as further described below (the "Property"), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as set forth herein.

R-2. Grantee is a Virginia county and a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (the IRC") (references to the Internal Revenue Code in this Easement are to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) and Treasury Regulations Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as set forth herein.

R-3. Chapter 461 of the Virginia Acts of 1966 provides in part "that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic, and scenic areas, and to conserve land and other natural resources" and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, §§ 10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended, (the "Open-Space Land Act").

R-4. Pursuant to the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitations on division, construction of buildings and other structures, and commercial and industrial activities contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal, or open-space use, all as more particularly set forth below.

R-5. This Easement is intended to constitute (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) and as more particularly explained below and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (§§ 58.1-510 et seq. of the Code of Virginia (1950), as amended).

R-6. This Easement is intended to be a grant "exclusively for conservation purposes" under IRC Section 170(h)(1)(C), because it effects "the preservation of open space (including farmland and forest land)" under IRC Section 170(h)(4)(A)(iii); specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies [Optional addition: , is for the scenic enjoyment of the general public,] and will yield a significant public benefit and is for (1) the preservation of land areas for outdoor recreation by, or the education of, the general public under IRC Section 170(h)(4)(A)(i), (2) the protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem, under IRC Section 170(h)(4)(A)(ii) and/or (3) the preservation of an historically important land area or a certified historic structure under IRC Section 170(h)(4)(A)(iv).]

R-7. This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental 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 Open-Space Land Act cited above; and,

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 (1950), as amended, cited above, 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 forested resources.

R-8. Preservation of the Property will promote the public policies and further the local governmental conservation policies of Fauquier County, as delineated in its Comprehensive Plan dated August 13, 2015, herein the "Comprehensive Plan", as amended, by protecting open-space, scenic views, water resources, and agricultural and forest land, and by implementing the County's policies to:

"Identify and protect productive agricultural and silvicultural lands." (Ch. l, Policy # 2);

"Use conservation easements, Purchase of Development Rights and the Land Use Taxation programs to protect these resources." (Ch. 1, Policy# 4);

"Safeguard the environment with water and air quality and natural resource management." (Ch. 1, Policy# 5);

and by implementing the County's Rural Land Use Plan objectives (Ch. 8, Page 4) of:

(a) Encouraging farming;
(b) Directing growth to designated service districts and away from rural lands;
(c) Protecting environmental, cultural and visual resources; and
(d) Providing strict controls over a new development in rural areas.

R-9. The Property is zoned Rural Agriculture District (RA), and/or Rural Conservation District (RC), a district adopted to preserve agricultural lands, and the Property contains productive agricultural and forestal lands.

R-10. The Property is in the vicinity of and eligible for inclusion in the _____ Agricultural and Forestal District as designated by the Board of Supervisors of Fauquier County, pursuant to the Virginia Agricultural and Forestal Districts Act (§§ 15.2-4300 et seq. of the Virginia Code).

R-11. The Agricultural and Forestal District was created pursuant to the Agricultural and Forestal Districts Act, Chapter 43 of Title 15.2, §§ 15.2-4300 through 15.2-4314 of the Code of Virginia, which encourages the conservation, protection, development and improvement of agricultural and forestal lands for the production of food and other agricultural and forestal products as valued natural and ecological resources which provide essential open spaces for clean air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes and as an economic and environmental resource of major importance. This Easement will protect agricultural and forest land by limiting further subdivision and buildable lots on the Property and further a public purpose of the Grantee by protecting agricultural and forestal lands.

R-12. The Property is also located within the designated Virginia Piedmont Heritage Area, formerly referred to as the Mosby Heritage Area, established in 1995,

recognized by the Commonwealth of Virginia and endorsed by the Grantee, to increase awareness of the historic landscape and the cultural and natural qualities of an approximately eighteen hundred square mile area, linked to John Singleton Mosby, Confederate Civil War hero, and the areas in which he campaigned. The purpose of such area is to encourage preservation of historic landscape and the cultural and natural resources of the area.

R-13. The Restrictions contained in Article II, Restrictions of this Easement preserve open space and protect scenic enjoyment for the general public and further the Comprehensive Plan's objectives by limiting subdivision and buildable lots, restricting building rights and building locations, and preserving agricultural lands and the rural character of the Property and the area of the county in which it is located.

R-14. Preservation of the Property will promote, further and is pursuant to the clearly delineated governmental and public policies of Fauquier County envisioned by its Comprehensive Plan and the Open-Space Land Act, will further a public purpose of the Grantee by protecting open space, productive agricultural and forest lands, scenic views, natural resources and the historic character and fabric of the Rural Agricultural District (RA) (and the Rural Conservation District (RC)) of Fauquier County, and will therefore yield a significant public benefit.

R-15. The Grantee has determined that this Easement will yield significant public benefit to the citizens of Fauquier County and of the Commonwealth as set forth in these Recitals and in Article I, Easement below.

R-16. The conservation purpose of this Easement is to preserve open space land and to preserve and protect in perpetuity the conservation values of the Property, herein the "Conservation Values", as identified in the previous Recitals to this Easement and as documented in an inventory of relevant features of the Property by Grantee entitled "_____ Baseline Documentation Report", herein the "BDR", created prior to the execution of this Easement.

R-17. The Grantor intends to convey to the Grantee by this Easement the right to preserve and protect the Conservation Values of the Property in perpetuity and to further the public purposes established in the Comprehensive Plan and to qualify the grant of such Restrictions and associated rights as a qualified conservation contribution under Section 170(h)(2)(C) of the IRC

R-18. The Grantee has determined that the restrictions herein set forth in this Easement, herein the "Restrictions", will preserve and protect in perpetuity the Conservation Values of the Property, which will advance and are consistent with the Grantee's conservation policies and the public purposes established in its Comprehensive Plan and Zoning Ordinance and will therefore yield a significant public benefit.

R-19. The Grantee has determined that the Restrictions will limit the uses of the Property to those uses which are consistent with, and do not adversely affect, the Conservation Values of the Property, and the historic and scenic values enjoyed by the general public, and the governmental conservation policies of Grantee and the Commonwealth and that those policies are furthered by this Easement.

R-20. The Grantee, at its meeting of _____, 202___, adopted a resolution accepting this Easement, herein the "Authorizing Resolution", and thereby designates the Property as property to be retained and used in perpetuity for the preservation and provision of open space land pursuant to the Open-Space Land Act.

R-21. The Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

If there is a lien

R-22. The Property is subject to a certain deed of trust recorded in the Clerk's Office of Fauquier County, Virginia, in Deed Book _____, at page ____, herein the "Deed of Trust", which subjects the Property to the Lender's lien. The Lender joins in this Easement to subordinate its lien and interest in the Property to the rights, obligations, duties and privileges created in this Easement and to authorize the Trustee[s] to affect the subordination of its lien.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee and Grantor, Grantor does hereby give, grant, and convey to Grantee for the public purposes set forth in Article I, Easement below an open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below [or in SCHEDULE A attached hereto and made a part hereof] [and consists of _____ acres located in Fauquier County, Virginia, near_____, fronting on State Route _____ [or road name], to-wit:

_____
_____
_____
_____
_____
_____

The Property is shown as Parcel Identification No. (PIN) _____ among the tax records of the County of Fauquier, Virginia. [*Use if one tax parcel:* **Even though the Property currently consists of multiple parcels for real estate tax purposes and it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions of this Easement will apply to the Property as a whole and will bind Grantor and Grantor's successors in interest in perpetuity.**

ARTICLE I - EASEMENT

1.1. **Incorporation of Recitals**. The Recitals in this Easement above, herein the "Recitals", are incorporated herein and by agreement, each one is made an integral part of this Easement.

1.2. **Conservation Purpose**. The conservation purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Article II, Restrictions and providing for their enforcement in Article III, Enforcement. The Conservation Values of the Property are described in the above Recitals, are documented in the Baseline Documentation Report described in Article IV, Amendment and Diversion below and include the Property's open-space ***[and, if applicable: scenic, natural, historic, scientific, and/or recreational] values [Add if applicable: and its value as land preserved for rural uses such as forestry and agriculture (including livestock production)].*** *[In Article II add specific restrictions needed to provide protection for such values.]*

1.3. **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 Grantor and the Grantee, and their respective successors, and

assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations under this Easement of Grantor, or any owner of the Property succeeding in interest to Grantor, shall terminate upon proper transfer of such landowner's interest in the Property, except that any liability for acts or omissions occurring prior to transfer by landowner shall survive such transfer.

1.4. **Inconsistent Uses**. Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property which are: (i) inconsistent with the conservation purposes of the donation or (ii) consistent with the conservation purposes of the donation, but destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the Conservation Values of the Property.

1.5. **Definitions**.

1.5.1. Agricultural: Pertaining to Agriculture as defined in the next paragraph.

1.5.2. Agriculture: The following active uses: agronomy, aquaculture, forestry, fisheries, honey production, silviculture, including the harvesting of timber, horticulture, floriculture, animal husbandry, equine and equestrian activities, viticulture, but not viniculture.

1.5.3. Buildings: An assembly of materials having one or more stories and roof, designed primarily for the shelter, support or closure of persons, animals or property of any kind.

1.5.3.1. Dwelling: A Building intended to be used for living that contains cooking, sleeping and bathing facilities.

1.5.3.2. Primary Dwelling: The principal Dwelling on the Property.

1.5.3.3. Secondary Dwellings: A Dwelling, which is detached from, but the use of which is associated with, but subordinate to, the Primary Dwelling, and which is located on the same parcel as the Primary Dwelling.

1.5.3.4. Farm Buildings: A Building or structure used for Agriculture or the operation of seasonal markets for the sale of Agricultural products produced on the Property.

1.5.3.5. Building Envelopes: An area or areas of the Property designated for the construction of all new buildings and structures provided for in subparagraph 2.2.5. entitled Siting of Buildings and Structures.

1.5.4. Grantee: Fauquier County, Virginia and any and all successor holders of this Easement.

1.5.5. Grantor: The original donor of this Easement and any and all successors in title to the Property.

1.5.6. Ground Area: The square footage of a Dwelling or Farm Building or other structure, inclusive of all roofed decks, porches, stoops, and other attached roofed structures, as measured at the exterior of the foundation (perimeter load bearing) walls and/or piers.

1.5.7. Impervious Coverage: Impervious coverage is the ground area measured in square feet of all three-dimensional buildings and structures excluding walls or fences and the Ground Area measured in square feet of all impervious two-dimensional surfaces exceeding 2,000 square feet in area not including roads or driveways. For the purpose of this Easement the surfaces of solar panels are to be considered impervious surfaces.

1.5.8. Industrial/Commercial Activities: Non-residential and non-Agricultural business uses.

1.5.9. Prior Written Approval: An approval as defined under the terms of subparagraph 6.4.3. entitled Prior Written Approval located below.

1.5.10. Road: A private way specifically designated and/or built on the Property for the movement of vehicles.

1.5.11. Structures: Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fencing, run-in sheds for livestock, mailboxes, gate posts, permitted signs, roads or utilities.

1.5.12. Utilities: Facilities for the provision of infrastructure services including wells, water storage tanks; septic systems; electricity and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass.

1.5.13. Viniculture: The commercial production of wines for distribution to the public.

1.5.14. Viticulture: The cultivation and growing of grapes.

1.6. **No Public Access**. Although this Easement in gross will benefit the public as described in the Recitals, the Grantor and the Grantee agree that no right of public access is granted by this Easement and that nothing herein shall be construed to convey to the public, or any member thereof, a right of access to or use of the Property. Grantor retains the exclusive right to such access and use, subject to the specific terms of this Easement.

1.7. **Failure To Enforce**. The failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge or relieve Grantor from thereby complying with any such term. Furthermore, the Grantor hereby waives any defense of waiver, laches, estoppel, or prescription.

1.8. **VLCF**. Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose(s) of this Easement are *[Insert one or more from VLCF criteria as applicable: preservation of land for agricultural use, forestal use, natural habitat and biological diversity, and/or natural resource-based outdoor recreation or education, and/or any one or more of the following: historic preservation, watershed preservation, preservation of scenic open space, and/or preservation of open space designated by local government.]* (OPTIONAL)

ARTICLE II - RESTRICTIONS

Restrictions expressly set forth in this Article II are hereby imposed on the uses of the Property pursuant to the public policies set forth above. The acts that Grantor hereby covenants to do and not to do upon the Property and the restrictions that Grantee is hereby entitled to enforce are as follows:

2.1. **Division**.

[Alternative #1]

2.1.1. No Subdivision Permitted. The Property shall not be divided or subdivided into, or separately conveyed as, more than one (1) parcel.

[*Alternative#2]* Division Permitted. The Property shall not be divided or subdivided into, or separately conveyed as, more than three (3) parcels. Grantor agrees to give Grantee thirty (30) days prior written notice of the exercise of this right of subdivision and the proposed subdivision. Grantee shall approve the configuration of the subdivision for the purposes of this Easement unless Grantee determines that the proposed subdivision would adversely affect, be inconsistent with, diminish, impair, or interfere with the Conservation Values.

[Alternative #1]

2.1.2. Boundary Line Adjustments. Pursuant to U.S. Treasury Department and Internal Revenue Service Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

[Alternative #2] Boundary Adjustments. Boundary line adjustments of the Property with adjoining parcels of land are permitted, upon the Prior Written Approval of Grantee, and shall not be considered a prohibited division, subdivision or separate conveyance of the Property or a portion thereof, provided that the entire adjacent parcel is, or becomes prior to the proposed boundary line adjustment conveyance, subject to a recorded conservation or open space easement held by a qualified holder under either the Virginia Conservation Easement Act or the Virginia Open-Space Land Act. Boundary line adjustments which meet these conditions shall also fulfill all of the requirements of the following subparagraphs.

2.1.3. Deed of BLA. Grantee shall be made a party to the deed of boundary line adjustment.

2.1.4. Amendment of Easement. This Easement shall be amended to subject any newly acquired land by boundary adjustment to the terms and conditions of this Easement at transfer. Any land transfer by Grantor, or Grantor's successors, by boundary adjustment shall, at transfer, become subject to a

recorded conservation or open space easement held by a qualified holder under either the Virginia Conservation Easement Act or the Virginia Open-Space Land Act that is at least as restrictive as this Easement as determined by Grantee in its sole discretion.

2.1.5. No Reduction in Restrictions. The boundary line adjustment shall not result in the granting of any rights or the release of any Restrictions on any parcels of land whose boundaries are adjusted.

2.1.6. Protection of Conservation Values. The boundary line adjustment shall not adversely affect, be inconsistent with or conflict with, diminish, impair or interfere with the Conservation Values protected by this Easement, or protected by any easement encumbering the other parcel(s) which are party to such boundary line adjustment.

2.2. **Imperious Coverage Limitations**.

2.2.1. Coverage. Total impervious coverage, including that of both existing and future improvements, may not exceed [*If applicable*: _____ percent (__%) of the total area of the Property. (approximately _____ square feet.)

2.2.2. Increase. If Grantor can demonstrate that an increase in the permitted impervious coverage would result in increased protection of the Conservation Values of the Property, Grantee may approve such increase.

2.2.3. Division. [Addition when division of the Property is permitted (iii) In the event of division of the Property, each parcel should be allocated a certain square footage based on the respective sizes of the parcels created and any existing impervious structures or surfaces on such parcels. Should allocation not be specified in the instrument of transfer or another recorded instrument, each parcel will be automatically allocated _____ percent (___%) of the land area of such parcel. Such automatic allocation may be overridden by a subsequent allocation between or among the landowners in a recorded instrument.]

2.3. **Buildings, Structures, Roads, Driveways, Trails, and Utilities**.

No buildings, structures, roads, driveways, trails, or utilities, other than the following, are permitted on the Property:

2.3.1. Existing Buildings and Structures. Existing and new buildings and structures on the Property with the right to construct, use, enlarge, maintain, and replace such buildings and structures, all subject to the impervious coverage limitations set forth in Paragraph 2.2., entitled Impervious Coverage Limitations located above, and the siting restrictions set forth in Paragraph 2.3.5., entitled Siting of Buildings and Structures located below.

2.3.2. Dwellings. No more than ____ detached (freestanding) dwellings may be maintained or constructed on the Property. [*If applicable*: In the event of division of the Property as permitted in Paragraph 2.1, entitled Division located above, permitted dwellings shall be allocated between the parcels in the instrument creating the division or other recorded instrument.]

2.3.3. Large Structures. Any new building or structure exceeding 10,000 square feet in ground area must have Grantee's prior review and written approval, which approval will take into consideration the impact of the size, height, and siting of the proposed building or structure on the Conservation Values of the Property.

2.3.4. Height. No building may exceed 35 feet in height, measured from the average grade of the foundation thereof except for cupolas, chimneys, antennas, silos, or other structural features having the prior written approval of Grantee.

2.3.5. Siting of Buildings and Structures. All new buildings and structures on the Property exceeding 500 square feet in ground area other than renewable energy facilities must be located in specific areas of the Property designated as "Building Envelopes". Grantor and Grantee have identified such Building Envelopes as shown on the plan attached hereto as **Exhibit A.**

[*Optional*: collectively comprising less than ___ percent (__%) of the total acreage of the Property]. Such buildings and structures are supportive of the permitted activities on the Property, and the location of any such buildings and structures in Building Envelopes is intended to support the conservation purposes of this Easement and to help prevent adverse impact on the Conservation Values of the Property. Any detached (freestanding) dwelling must be located in a Building Envelope.

2.3.6. Permitted Roads, Driveways, and Trails.

2.3.6.1. Private roads and driveways to serve permitted buildings and structures and roads for permitted uses and activities such as farming or forestry.

2.3.6.2. Private roads or driveways and access easements over same to serve adjacent properties, provided that the location and configuration of such roads or driveways and access easements therefor have the prior written approval of Grantee, which approval will take into consideration the impact of the roads or driveways on the Conservation Values of the Property.

2.3.6.3. Trails including, but not limited to, hiking, biking, and equestrian trails.

2.3.6.4. [*If applicable*: Public roads required to be constructed and dedicated in conjunction with (the) permitted division(s) of the Property, provided that Grantee determines that the construction, maintenance, and dedication of such public roads will not impair the Conservation Values of the Property and gives prior written approval of such construction, maintenance, and dedication. Any such dedication will not be considered a separate conveyance of a portion of the Property or an additional division of the Property, and this Easement will remain in effect with respect to the portion of the Property so dedicated.]

2.3.7. Permitted Utilities and Renewable Energy Facilities.

(a) Public or private utilities within existing rights-of-way therefor, consistent with any recorded instrument granting such rights-of-way;

(b) Public or private utilities and renewable energy facilities used to harness natural renewable energy sources such as sunlight, wind, water, or biomass to serve permitted buildings, structures, or activities on the Property. Such limitation will not prohibit the sale of excess power generated incidentally in the operation of renewable energy facilities; and

(c) Public or private utilities, including renewable energy facilities as described above, to be constructed in whole or in part to serve other

properties, provided Grantee, in its sole discretion, gives its prior written approval.

(d) Grantor reserves its separate right to approve any public or private utilities.

2.3.8. Alternative Energy Structures. Alternative energy structures 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.

2.3.9. Notice. The owner of the Property, or any portion thereof, shall give Grantee at least thirty (30) days prior written notice before beginning construction or enlargement of any dwelling or structure permitted on the Property under this Easement.

2.3.10. Down Lighting. Any exterior lighting installed, after the recording of this Easement, shall be horizontally shielded to direct such lighting downward. The lighting element, lamp or globe, of any such fixture shall not extend below the horizontal light shield.

2.4. **Grading, Blasting, Mining**.

2.4.1. Permitted Activities. Grading, blasting, importation of nonagricultural fill or earth removal shall not materially alter the topography of the Property except for:

(a) dam construction to create private ponds; or

(b) wetlands or stream bank restoration and erosion control pursuant to a government permit; or

(c) as required in the construction of permitted buildings, structures, private roads, and utilities as permitted in this Article II.

2.4.2. Approvals. Grading, blasting or earth removal in excess of one (1) acre for the purposes permitted in this paragraph shall require Prior Written Approval of Grantee. 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 a material alteration. Surface mining, subsurface mining dredging on or from the Property or drilling for oil or gas on the Property is prohibited. Notwithstanding the foregoing, the removal of surface rocks or boulders for agricultural purposes is permitted. In addition, any conversion of forested property shall be governed by the following practices:

(a) Clearing shall be done when the soil moisture content is such that soil structural damage or compaction is minimized.

(b) A fifty (50) foot wide undisturbed area will be left between the area being cleared and all wetlands, water bodies and perennial streams except where greater riparian buffers are required herein.

(c) Temporary cover will be established as necessary to control sheet and rill and/or wind erosion on the cleared area until the planned land use is in place.

(d) The cleared area shall be left in a neat and sightly condition that will facilitate the planned use and treatment of the land.

(e) Clearing debris shall not be pushed into standing or green timber. Debris piles shall not be closer than one hundred (100) feet from adjacent woodland, buildings or roads.

2.5. **Accumulation of 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 on the Property.

2.6. **Signs**. Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to:

(a) State the name of the Property, its age and its address and/or the name and address of the owners of the Property;
(b) Advertise the sale or lease of the Property;
(c) Advertise the sale of goods or services produced incidentally to a permitted use of the Property;
(d) Provide notice necessary for the protection of the Property;
(e) Give directions to visitors;

(f) Recognize historic status or participation in a conservation program; or
(g) Endorse political candidates.

No such sign shall exceed six (6) square feet in size.

2.7. **Inconsistent Uses**. Grantor covenants and agrees that the retained rights and uses in this Article II shall not be exercised in a manner that is inconsistent with the Conservation Purposes of this Easement.

2.8. **Industrial or Commercial Activities**. Industrial or commercial activities other than the following are prohibited on the Property:

2.8.1. Agriculture. Agriculture, as defined herein, as well as related small-scale incidental or commercial or industrial operations that Grantee shall approve in writing as being consistent with the Conservation Values of this Easement.

2.8.2. Outdoor Activities. Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the Conservation Purposes and Conservation Values herein protected.

2.8.3. Agricultural Products. Processing and sale of agricultural products produced on the Property.

2.8.4. Indoor Activities. Activities that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance.

2.8.5. Power. The sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment as provided in subparagraph 2.3.8., Alternative Energy Structures.

2.8.6. Wetlands. Activities to restore or enhance wetlands or streams or restore, enhance or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the Conservation Purposes of or the Restrictions set forth in this Easement and that Prior Written Approval for the same shall have been obtained from

Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefore.

2.8.7. Outdoor Agricultural Activities. Temporary outdoor activities related to agricultural uses permitted under Section 2.8.1 entitled Agriculture which involve fifty (50) or more people at any one event, provided that any such activities shall not exceed three (3) consecutive days and further provided that the total of such outdoor events shall not exceed seven (7) events in any twelve (12) month period, without Prior Written Approval of Grantee.

2.9. **Management of Forest**. A forest pre-harvest plan prepared by a professional forester shall be provided to, and approved by, Grantee prior to any commercial timber harvesting. The primary purposes of the forest pre-harvest plan shall be to maintain a working forest, improve wildlife habitat, maintain the health of the forest and conserve soil and water. At least thirty (30) days before beginning any commercial timber harvesting, a pre-harvest plan or other documentation of the intended harvest shall be submitted to Grantee. Best Management Practices, as defined by the Virginia Department of Forestry in Virginia's Forestry Best Management Practices for Water Quality Guide, shall be used to control erosion and protect water quality when any commercial forestry or land clearing activity is undertaken. Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial timber harvesting:

(a) The cutting and removal of trees for Grantor's domestic consumption;

(b) The cutting and removal of trees or brush in connection with the construction of permitted structures, roads, trails and fences and to accommodate other permitted activities hereunder; and

(c) The cutting and removal of diseased or dead trees or trees, which, were they not removed, would present a hazard to health or safety.

2.10. **Riparian Buffer**.

2.10.1. Size, Location, and Prohibited Uses. Notwithstanding other restrictions contained herein, to protect water quality, a _____ foot buffer strip shall be maintained in vegetated cover, including, but not limited to forest, shrubs and/or grasses, along the edge of _____, the "Protected Stream", as measured from the tops of each bank of the "Protected Stream",

herein the "Riparian Buffer(s)". Within these Riparian Buffers there shall be (a) no buildings or other substantial structures constructed; (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment; (c) no removal of trees, except that, with Prior Written Approval, the removal of invasive species or removal of dead, diseased or dying trees or trees posing a human health or safety hazard; and (d) no plowing, cultivation or other earth-disturbing activity, except as may be reasonably necessary for the activities permitted in the following Paragraph 2.10.2, Permitted Uses.

2.10.2. Permitted Uses. Permitted within the Riparian Buffers are (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section 2.8.6 entitled Wetlands located above; (b) fencing along or within the Riparian Buffers; (c) construction and maintenance of stream crossings (including improvements and roads over the Riparian Buffers to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow; (d) creation and maintenance of trails with unimproved surfaces; (e) creation and maintenance of wildlife plots and natural heritage habitat; (f) planting of trees, shrubs, grasses, or other vegetation; and (g) clearing, grading and dam construction to create farm ponds.

2.10.3. Meander. Should the Protected Stream meander or change course naturally, the Riparian Buffers created hereunder shall remain the same width but move relative to the movement of the Protected Stream. In such event any buildings or structures that were outside of the original buffer strips and are determined to be within the new buffer strip shall not be considered in violation of the restrictions contained in this Easement and may be maintained at such locations.

2.10.4. Livestock Watering Facilities. Livestock watering facilities, which draw water from, and return it to the Protected Stream may be constructed with Prior Written Approval. The livestock watering facilities must be located outside of the Riparian Buffers; however, the pipelines serving such watering facilities are permitted to be installed in the buffer. Any such facilities shall be of a design approved and permitted by the USDA, Natural Resources Conservation Services, or its successor organization.

2.10.5. Roads. No new roads shall be constructed within the Riparian Buffers created herein; except, that private roads to parcels created by permitted divisions and private roads that access stream crossings as set forth

in 2.10.2 may be constructed as crossings of the Riparian Buffer with Prior Written Approval.

ARTICLE III - ENFORCEMENT

3.1. **Right of Inspection**. Grantor covenants and agrees that representatives or agents of Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this Easement after permission from, or reasonable notice to, the Grantor or the Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of the Restrictions contained herein with notice to the Grantor or Grantor's representative being given at the earliest practicable time.

3.2. **Enforcement**. The parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and Restrictions herein contained. Grantor hereby grants and conveys to Grantee the right to bring a judicial proceeding 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 the gift of the 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 Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable out-of-pocket costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by the court.

3.3. **Natural Causes**. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damages or changes to the Property from such causes.

3.4. **No Public Enforcement Rights**. Grantor and Grantee agree that this Easement does not create and shall not be construed to create, any rights of the general public or any individual to maintain any action for enforcement against Grantor, or his successors or assigns, for any violation of the terms of this Easement.

3.5. **Failure To Enforce**. The failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge

or relieve Grantor from thereby complying with any such term. Furthermore, the Grantor hereby waives any defense of waiver, laches, estoppel, or prescription.

ARTICLE IV – AMENDMENT AND DIVERSION

4.1. **Grantee's Property Right**. Grantor and Grantee agree that the donation of this perpetual conservation easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation easement, at the time of the gift, bears to the fair market value of the Property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation easement.

4.2. **Extinguishment**. Grantor and Grantee agree that if a subsequent unexpected change in the conditions surrounding the Property that is the subject of the donation of this perpetual conservation easement renders impossible or impractical the continued use of the Property or a portion thereof for conservation purposes, the conservation purpose may nonetheless be treated as protected in perpetuity if (1) the easement is extinguished by a judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the Property or portion thereof are used by Grantee in a manner consistent with the conservation purposes of the original contribution.

4.3. **Conversion or Diversion**. Grantor and Grantee covenant and agree that this Easement shall be perpetual and that no part of the Property may be converted or diverted from its open space use except in compliance with the provisions of §10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.

4.4. **Amendment**. Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add to the restricted property by an amended deed of easement, provided that no amendment shall:

(a) affect this Easement's perpetual duration;

(b) permit development, improvements or uses specifically prohibited by this Easement on its effective date;

(c) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Easement;

(d) reduce the protection of the Conservation Values;

(e) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land;"

(f) affect the status of Grantee as a "qualified organization" or "eligible done;" or

(g) create an impermissible private benefit or private inurement in violation of federal tax law.

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.

ARTICLE V – DOCUMENTATION

Documentation retained in the office of Grantee, including, but not limited to, the BDR identified in the Recitals, describes the condition and character of the Property at the time of the gift. The documentation may be used to determine compliance with, and enforcement of, the terms of the Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to the donation, the BDR which is documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the BDR supplied and contained in the files of Grantee is an accurate representation of the Property.

ARTICLE VI – GENERAL PROVISIONS

6.1. **Title**. Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances, other than customary utility or access easements including, but not limited to, any mortgages not subordinated to this Easement.

6.2. **Acceptance**. Acceptance of this conveyance by Grantee is authorized by Virginia Code § 10.1-1701 and is evidenced by the signature of the Fauquier County

Administrator, by authority granted by Grantee's Board in its Authorizing Resolution.

6.3. **Assignment By Grantee**. Grantee may transfer or convey this Easement to a public body, as the same is defined by the Open-Space Land Act, but only if Grantee conditions such transfer or conveyance on the requirements that:

(a) All restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity;

(b) The transferee agrees not to convert or divert the Property from open space land uses except as permissible under Section 170 of the IRC, as amended, and under § 10.1-1704 of the Open-Space Land Act;

(c) The transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC, as amended, and the applicable Treasury Regulations; and

(d) The transferee records among the land records where the Easement is recorded, an assignment of the Easement and provides written notice of such assignment to the Grantor or the then current owner of the Property.

6.4. **Notices**.

6.4.1. Notices to Grantee and Grantor. Grantor shall notify Grantee in writing at, or prior to, closing on any inter vivos transfer or sale of the Property. Any notices, requests for approval or other communications to Grantee or any notices, responses to requests for approval or other communications to Grantor under any section of this Easement shall be in writing and sent to the following addresses or to such addresses as may hereafter be specified in writing:

Grantor:

_____
_____
_____
_____

Grantee:

Board of Supervisors of Fauquier County
c/o Fauquier County Administrator
10 Hotel Street
Warrenton, Virginia 20186

Upon any inter vivos transfer, all notices thereafter shall be sent to the owner of the Property at the address at which the real estate tax bill is mailed.

6.4.2. Exercise of Retained Rights. In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the Conservation Values associated with the Property. The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

6.4.3. Prior Written Approval. In any case where the terms of this Easement require approval of the Grantee, Grantor shall make a written request for such approval to the Grantee. Unless otherwise provided for in the Easement, the Grantee shall have sixty (60) days from the receipt of a request for Prior Written Approval, or such other period as the parties may agree in writing, within which to review such request and grant approval. Failure by Grantee to respond within sixty (60) days shall constitute denial. In considering whether or not to grant any Prior Written Approval to the Grantor, the Grantee shall determine in each instance whether the proposed activity, use or development of the Property, including the size, setting or height of the proposed Building or Structure, will not be adversely affected, is not inconsistent with, and does not conflict with, diminish, impair or interfere with the Conservation Values. These determinations will be in the sole discretion of the Grantee. Should the Grantee determine that the granting of Prior Written Approval would authorize an activity, use or development that would adversely affect, be inconsistent with, conflict with, diminish, impair or interfere with the Conservation Values, the Grantee shall decline granting

such approval. These determinations will be in the sole discretion of the Grantee.

6.4.4. Private Benefit. Any Prior Written Approval shall not create either an impermissible private benefit to the Grantor or result in private inurement which violates federal tax law.

6.5. **Inclusion of Terms in Subsequent Deeds**. This Easement shall be referenced by deed book, page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.

6.6. **Construction**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purposes of the Easement and the policy 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 foregoing, lawful acts or uses consistent with the purpose of, and not expressly prohibited by, this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h) (1) of the IRC and Treasury Regulations Section 1.170A-14, and the Restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

6.7. **Interaction With Other Laws**. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other properties 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 any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

6.8. **Zoning Ordinance**. Notwithstanding any other provision of this Easement, Grantee's Zoning Ordinance shall apply to the Property and shall take precedence over this Easement to the extent that the Zoning Ordinance regulations are more restrictive than the terms of this Easement.

6.9. **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.

6.10. **Tax Matters**. 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 Internal Revenue Service 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 Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement.

6.11. **WARRANTIES. THE COUNTY OF FAUQUIER AND ANY CO-HOLDER MAKE NO EXPRESS OR IMPLIED WARRANTIES REGARDING WHETHER ANY TAX BENEFITS WILL BE AVAILABLE TO GRANTOR FROM THE DONATION OR ANY PARTIAL 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, NOR WHETHER THIS DEED OF EASEMENT OR ANY OTHER FORM OR DOCUMENTATION PREPARED BY THE COUNTY WILL SATISFY ANY STATE OR FEDERAL REQUIREMENT, LAW OR REGULATION RELATED TO TAX CREDITS OR DEDUCTIONS FOR THE DONATION OR PARTIAL DONATION OF THIS EASEMENT.**

6.12. **Right To Designate Easement Co-Holder**. Grantee shall have the right, in its sole discretion, now and at any time in the future, to transfer part or all interest it has under this Easement to a public body as the same is defined in § 10.1-1700 of the Open-Space Land Act. Such transfer shall not require the consent of the Grantor or any trustee under a deed of trust which has been subordinated to this Easement but shall be subject to the conditions and requirements of Paragraph 6.3. entitled Assignment by Grantee of this Easement.

6.13. **Severability**. If any provision of this Easement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.

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

6.15. **Controlling Law**. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.

6.16. **Recording**. This Easement shall be recorded in the land records office of the Circuit Court of Fauquier County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

6.17. **Gift Acknowledgement**. The Grantee hereby represents, warrants and acknowledges that it, as Grantee, has not provided any valuable goods or services, or cash or property, to the Grantor in consideration, in whole or in part, for the donation of this Easement. Grantor and Grantee intend this paragraph of this Easement to qualify as a contemporaneous written acknowledgement of the contribution by Grantee under Section 170(f) (8) of the IRC

6.18. **Subordination**. The Lender is the noteholder of a lien secured by the Deed of Trust. The Lender hereby consents to the granting of this Easement and hereby subordinates the lien of the Deed of Trust to the terms, conditions, and restrictions of this Easement, and agrees that the lien represented by the Deed of Trust shall be held subject to this Easement and joins in this Easement to direct the Trustees to execute this Easement and to subordinate the lien of the Deed of Trust to this Easement. The Trustees hereby subordinate the lien of the Deed of Trust and confirm that in the event of foreclosure of the Deed of Trust, or other sale of the Grantors' Property described in the Deed of Trust under judicial or non-judicial proceedings, the Grantors' Property shall be sold subject to this Easement and the terms, restrictions, and conditions of this Easement.

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[SIGNATURE PAGES BEGIN ON THE FOLLOWING PAGE]

[Counterpart signature page 1 of __of Deed of Gift of Easement]

WITNESS the following signatures and seals:

GRANTOR:

_____ (SEAL)

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that _____, whose name is signed to the foregoing, has acknowledged the same before me this _____ day of _____, 2024.

Given under my hand this _____ day of _____, 2024

_____
NOTARY PUBLIC

GRANTOR:

_____ (SEAL)

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that _____, whose name is signed to the foregoing, has acknowledged the same before me this _____ day of _____, 2024.

Given under my hand this _____ day of _____, 2024

_____
NOTARY PUBLIC

[Counterpart signature page 2 of ___of Deed of Gift of Easement]

GRANTEE:
GRANTEE:

BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA,
a body politic

By:_____(SEAL)
Janelle J. Downes,
its County Administrator

Approved as to form:

By:_____(SEAL)
Tracy A. Gallehr, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that hereby certify that Janelle J. Downes, Fauquier County Administrator, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Board of Supervisors of Fauquier County, Virginia.

WITNESS my hand and official seal this _____ day of _____ 2024.

_____
NOTARY PUBLIC

[Counterpart signature page 3 of ___of Deed of Gift of Easement]

LENDER:
[Bank]

By:_____(SEAL)

Its: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that hereby certify that _____, _____ of [bank] _____, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____ 2024.

_____
NOTARY PUBLIC

[Counterpart signature page 4 of ____of Deed of Gift of Easement]

TRUSTEE:

_____, a _____

By:_____(SEAL)
_____, its _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that hereby certify that _____, _____ of _____, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2024.

_____
NOTARY PUBLIC

[Counterpart signature page 5 of ____of Deed of Gift of Easement]

TRUSTEE:

_____, a _____

By:_____(SEAL)
_____, its _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that hereby certify that _____, _____ of _____, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2024.

_____
NOTARY PUBLIC

(OPTIONAL SIGNATURE PAGE IF THERE IS CONSOLIDATION OF TAX PARCELS)

[Counterpart signature page of __ of _____ of Deed of Gift of Easement]

GRANTEE:

BOARD OF SUPERVISORS OF
FAUQUIER COUNTY, VIRGINIA,
a body politic

Approved as to form:

By:_____(SEAL)
Tracy A. Gallehr, Esq.,
County Attorney

By:_____(SEAL)
Janelle J. Downes
Its County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, TO WIT:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that hereby certify that Janelle J. Downes, Fauquier County Administrator, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Board of Supervisors of Fauquier County, Virginia.

WITNESS my hand and official seal this _____ day of _____ 2024.

_____
NOTARY PUBLIC