


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

PIDNs: 513-39-0351-000 and 513-29-3372-000  
Return to: Northern Virginia Conservation Trust  
Packard Center  
4022-A Hummer Road  
Annandale VA 22003

  
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Loudoun County, VA      Pgs: 25  
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Gary M. Clemens, Clerk

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

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 27<sup>th</sup> day of October, 2015, by and between GARY L. PATRICK and BETTY A. PATRICK, husband and wife, whose address is 13465 Harpers Ferry Road, Purcellville, VA 20132-1720 ("Grantors"); and the NORTHERN VIRGINIA CONSERVATION TRUST, a Virginia non-profit corporation the address of which is Packard Center, 4022-A Hummer Road, Annandale, VA 22003, ("Grantee").

WITNESSETH:

RECITALS:

R-1 Grantors are the owners in fee simple of real property situated in the Blue Ridge District of Loudoun County, Virginia, consisting of two (2) separate but adjoining parcels, containing in the aggregate approximately 27.3699 acres (hereinafter the "Property") more particularly described as:

Parcel B containing 11.0472 acres, more or less, of the division of land of James L. Reilly, *et ux*, as the same appears duly dedicated, platted and recorded among the land records of Loudoun County, Virginia in Deed Book 718 at page 95, and amended by Boundary Line Adjustment recorded in Deed Book 1353 at page 701.

Subject to a thirty (30) foot non-exclusive easement for ingress and egress from Route 671, as shown on the plat recorded in Deed Book 718 at page 97 among the aforesaid land records.

And being the property conveyed to Gary L. Patrick and Betty A. Patrick, his wife, by deed from James L. Reilly and Janice A. Reilly, his wife, dated May 16, 1979 and recorded in Deed Book 729 at page 83 among the aforesaid land records.

The foregoing parcel is referred to herein as "Parcel B."

And

Parcel C, containing 16.3227 acres, more or less, of the division of land of James L. Reilly, *et ux*, as the same appears duly dedicated, platted and recorded among the land records of Loudoun County, Virginia in Deed Book 718 at page 95, and amended by Boundary Line Adjustment recorded in Deed Book 1353 at page 701.

Together with the use of a thirty (30) foot non-exclusive easement for ingress and egress from Route 671, as shown on the plat recorded in Deed Book 718 at page 97 among the aforesaid land records.

And being the property conveyed to Gary L. Patrick and Betty A. Patrick, husband and wife, by deed from Michael T. Patrick, Jr., dated January 29, 1993 and recorded in Deed Book 1210 at page 119 among the aforesaid land records.

The foregoing parcel is referred to herein as "Parcel C."

Grantors desire to give, grant, and convey to Grantee a perpetual conservation easement over the Property as herein set forth.

**R-2** Grantee, as a non-profit corporation incorporated under the laws of the Commonwealth of Virginia and as a tax-exempt publicly-supported exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose primary purpose is protecting the natural and historic resources of Northern Virginia, is a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be 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) (the "IRC") and Treasury Regulation Section 1.170A-14(c)(1), is qualified as a "holder" as defined under the Virginia Conservation Easement Act Section 10.1-1009, et seq. of the Code of Virginia, and is willing to accept a perpetual conservation easement over the Property as herein set forth.

**R-3** Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), provides "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.

**R-4** Pursuant to Section 10.1-1009 of the Virginia Conservation Easement 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 limitation on division, residential construction, and commercial and industrial uses contained in Section III ensures that the Property will remain perpetually available for agriculture, livestock production, forestry, recreation, or open-space use, all as more particularly set forth below.

**R-5** Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land.

**R-6** As required under Section 10.1-1010.E of the Virginia Conservation Easement Act, the use of the Property for open-space land conforms to the Loudoun County Comprehensive Plan as amended through December 11, 2013, and the Property is located within an area that is designated as Rural (Base Density 1 du/20 acres) on the County's Planned Land Use map.

**R-7** 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 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended).

**R-8** This Easement is intended to be a grant "exclusively for conservation purposes" under IRC Section 170(h)(1)(C), because it provides for (1) protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem; and (2) preservation of open space (including farmland and forest land) where such preservation is (a) for the scenic enjoyment of the general public, and (b) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, all as more particularly described below and in the Baseline Documentation Report (hereinafter described).

**R-9** This Easement is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Federal natural and cultural resource protection policies as set forth in:

a. Sections 401 through 411, Subtitle A, Title IV of Public Law 110-229, the Consolidated Natural Resources Act of 2008, which established the Journey Through Hallowed Ground National Heritage Area and established policies for the long-term protection of its natural, historical, educational, and recreational resources. The Property is wholly within the National Heritage Area; and

**(ii) Land conservation policies of the Commonwealth of Virginia as set forth in:**

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. The Virginia Conservation Easement Act cited above;

d. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

e. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia 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 forest resources; and

**(iii) Land use policies of Loudoun County as delineated in:**

a. its comprehensive plan as amended through December 11, 2013 to which plan the restrictions set forth in this Easement conform and which contains the following:

i. Green Infrastructure Policy 1: The County recognizes its Green Infrastructure as a collection of natural, cultural, heritage, environmental, protected, passive, and active resources that will be integrated in a related system. It will provide the framework for strategic land use planning policies, provide the context for all development, and ensure quality of life throughout the County. It includes major rivers, stream corridors, floodplains and wetlands, lakes, reservoirs and impoundments, limestone conglomerate, mineral resources and prime agricultural soils, steep slopes, ridges and mountainsides, protected forests and vegetative landscapes, wildlife and endangered species habitats, heritage resources, scenic corridors, parks, greenways, trails, and recreational facilities.

ii. Green Infrastructure Policy 9: The County will proactively promote private, state and federal conservation programs and their allocated resources to advance conservation programs within the County through public and private means such as grants, voluntary easements, dedications, etc.

iii. River and Stream Corridor Resources Policy 11: River and stream segments draining less than 100 acres are not included in the RSCOD. The County encourages the protection and preservation of these smaller stream segments through the application of conservation design techniques that will minimize disturbance and modification of such streams through the land development process.

iv. Prime Agricultural Soil Policy 5: The County will seek the preservation of prime agricultural soil resources for agricultural, horticultural, and forestal use through regulatory and incentive programs such as the Purchase of Development Rights (PDR) program.

v. Plant and Wildlife Habitats Policy 5: The County promotes the preservation and management of existing vegetative cover, and riparian, habitat and wildlife travel corridors (i.e., fencerows and stream valleys) for their native biological diversity and to protect wildlife access to streams and other water sources. Planting of indigenous vegetation will be encouraged and priority will be given to those corridors that connect one or more large, intact nature preserves.

vi. Open Space Easement Policy: The County will continue to encourage the use of open space easements as a way to complement and enhance the Green Infrastructure and its elements.

vii. Rural Policy Area, Land Use Pattern and Design Strategy Policy 2: The County recognizes that the vitality of the rural economy and the rural way of life require the protection and enhancement of the County's Green Infrastructure. The County will protect its natural and cultural-resource base (including stream corridors, wetlands, steep slopes, ridges, mountains, working landscapes, woodlands, historic and archaeological resources, habitats, greenways, trails, reservoirs and public facilities) in order to preserve the rural character of the land and the social and experiential aspects of the rural way of life.

viii. Rural Policy Area, Land Use Pattern and Design Strategy Policy 3: The County will protect its land resources for farming, bio-agricultural industries, vineyards, Christmas trees, forestry, nurseries, fruit and specialty vegetable production, and other innovative agricultural uses that contribute to the rural economy, as part of an overall rural economy strategy by reducing substantially the County's development density, thereby increasing the investment potential and attractiveness of agricultural land for families and businesses.

ix. Rural Policy Area, Land Use Pattern and Design Strategy Policy 4: The County will preserve agricultural land, natural resources, open space and historic landscapes through the implementation of the Purchase of Developments Rights Program, the Agricultural and Forestal District Program, conservation-design regulations and other land use programs.

x. Rural Economy Policy 2: The County supports its rural tourism industry through the preservation and enhancement of the County's unique rural character, specifically its Green Infrastructure and cultural resource base and will protect this rural character to help to achieve the County's economic, as well as social and environmental goals.

xi. Rural Policy Area, Green Infrastructure Policy 2: Land development in the Rural Policy Area will retain rural economic opportunities, preserve farms, forests, open space, and the rural character of the landscape through conservation subdivision design, clustering, and the preservation of large lots at low density.

**R-10** The Property contains 5.9 acres or 20.7% prime farmland soils and 7.9 acres or 27.5% soils of statewide importance, as classified by the United States Department of Agriculture Natural Resources Conservation Service. Conservation of this Property, by restricting the use of the Property as set forth in Section III, will safeguard agricultural soils and farmland, and advance the policies articulated in state law, local policy, and local land use plans as detailed above.

**R-11** The Property contains approximately 750 linear feet of Piney Run and segments of several unnamed tributary streams. Piney Run is a tributary of the Potomac River. Conservation of this Property, by restricting the use of the Property as set forth in Section III, will safeguard the water quality of the Potomac River and the Chesapeake Bay, and advance the policies articulated in state law, local policy, and local land use plans as detailed above.

**R-12** The Property fronts on Harpers Ferry Road, also known as Virginia Route 671, a designated Virginia Byway (state-designated scenic highway). Conservation of this Property, by restricting the use of the Property as set forth in Section III, will safeguard the scenic view of the property for the traveling public, and advance the policies articulated in state law, local policy, and local land use plans as detailed above.

**R-13** The Property includes habitat that is possibly suitable for the green floater mussel (*Lasmigona subviridis*) and the wood turtle (*Glyptemys insculpta*), two species listed by the Commonwealth of Virginia as threatened, which also have State Conservation Status ranks of S2 (imperiled) and Global Conservation Status ranks of G3 (vulnerable), according to the Virginia Natural Heritage Data Explorer. Conservation of the Property by this Easement will contribute to the overall preservation of habitat and water quality supporting these species.

**R-14** The preservation of the Property by this Easement will limit the creation of impervious surfaces, thereby helping to control storm water runoff, thus protecting soils from erosion and the water quality of the Chesapeake Bay from sediment; thereby preserving the existing riparian areas on the Property, thus providing water filtration and the preservation of the existing habitat for native wildlife; thereby preserving significant open space in Loudoun County; and thereby protecting undeveloped land viewed by the traveling public.

**R-15** The natural resource and publicly significant open-space values of the Property described above are further described in the "Baseline Documentation Report" provided for in Section V. Such values are collectively referred to in this Easement as the "Conservation Values." The Conservation Values are of importance to Grantors, the people of Loudoun County, the people of the Commonwealth of Virginia, and the people of the United States.

**R-16** This Easement will yield significant public benefit as set forth in these recitals and in Section I.

**R-17** Grantors and Grantee desire to protect in perpetuity the Conservation Values by restricting the use of the Property as set forth in Section III.

**R-18** Grantee has determined that the restrictions set forth in Section III will preserve and protect in perpetuity the Conservation Values and will limit use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values and the governmental conservation policies furthered by this Easement.

**R-19** 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 Virginia Conservation Easement Act.

**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, Grantors do hereby GIVE, GRANT and CONVEY to Grantee this Easement over, and the right in perpetuity to restrict the use of, the Property, upon the following terms and conditions.

The Property is shown as parcels 513-39-0351-000 and 513-29-3372-000 among the land records of Loudoun County, Virginia. Even though the Property consists of two parcels for real estate tax and other purposes and was acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

#### **SECTION I – PURPOSES**

The purposes of this Easement (the “Conservation Purposes”) are (i) to preserve and protect the Conservation Values, and other significant conservation interests (to the extent that it is not necessary to impair such other interests in order to protect the Conservation Values), and (ii) to restrict the use of the Property to those uses that are consistent with such values and interests.

Pursuant to the Virginia Land Conservation Foundation’s Conservation Value Review Criteria the further purpose of this Easement is preservation of land for scenic open space and watershed preservation.

Grantors covenant that no acts or uses that are inconsistent with the Conservation Purposes shall be conducted on the Property, and that all rights reserved by them to the future use of the Property shall be undertaken in a manner that is consistent with the Conservation Purposes.

#### **SECTION II – DEFINITIONS**

For purposes of this Easement, the following terms shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. Where a term used in this Easement is not expressly defined herein, it shall be defined according to the law governing the interpretation of contracts as applicable in the Commonwealth of Virginia.

1. The terms “currently” or “existing,” and variations thereof, shall mean existing or current at the time of the recordation of this Easement.
2. The terms “day” or “days” shall mean business days, not calendar days.
3. The term “footprint” shall mean the area occupied by a building or other structure, measured from the outside of the walls of any building, or the outside edges of the foundation of any other structure or, if there is no foundation or four (4) walls, then measured from the outside edges of the roof of a structure.
4. The term “Grantee” shall mean the Northern Virginia Conservation Trust and its successors and/or assigns in title to this Easement.
5. The term “Grantors” shall mean Grantors jointly and severally, and Grantors’ successors and assigns in title to the Property or any portion thereof or interest therein.
6. The term “guest house” shall refer to a structure that is used to house guests of the Property’s owners or residents, does not contain cooking facilities, and is therefore not a dwelling.
7. The term “impervious surface” shall mean any paved surface (by concrete, asphalt and the like, but excluding gravel or packed earth) and the area covered by the footprint of any building or other structure (exclusive of roof overhangs), including patios and/or ground level decks.
8. The term “Indemnified Parties” shall, with respect to Grantee, mean Grantee’s officers, employees and Board members, and their heirs, successors and assigns. Said term with respect to Grantors shall mean Grantors’ heirs, successors and assigns.
9. The term “paragraph” shall refer to the referenced paragraph or subparagraph, and any and all of the subparagraphs of a paragraph, if any, unless otherwise specifically stated.
10. The term “reserved” shall mean a use of the Property that is expressly reserved by Grantor as a right under the terms of this Easement.
11. The term “structure” shall mean a building or other object constructed from several parts of which one may be a foundation or footing, and shall include a sign, sculpture or statue that may consist of a single part without a foundation or footing.

### **SECTION III – RESTRICTIONS**

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The rights that Grantors reserve with respect to future use of the Property, the acts that Grantors covenant to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:



**1. DIVISION. Separate conveyance of a portion of the Property or division of the Property is prohibited.**

Adjustments of the boundaries of the Property (but not of this Easement) with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions of the Property, provided that Grantee approves such adjustments, is made party to any deed creating a boundary line adjustment, and at least one of the following conditions is met:

(a) The entire adjacent parcel is subject to a recorded conservation easement held by Grantee; or

(b) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee.

Furthermore, no boundary adjustment may result in the creation of any development potential, on or off from the Property, that did not exist prior to such adjustment.

**2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.**

(i) The structures and improvements described below, but no others, may be used (for purposes of this Paragraph 2 "used" or "use" to mean own, construct, locate, use, lease for purposes consistent with this Easement, maintain, repair, renovate, replace and/ or reconstruct) on the Property, subject to the limitations and conditions hereinafter provided:

(a) **Dwellings and non-residential outbuildings and structures.** The Property is currently improved with one (1) single-family dwelling with an attached garage, one (1) detached garage, one (1) storage shed and several small unenclosed, non-habitable structures, all of which improvements are located on Parcel B and are more particularly described in the Baseline Documentation Report. Grantors may continue to use these improvements provided that any replacement or reconstruction of any such improvement shall take place in the same location on the Property as the existing improvement being replaced or reconstructed.

The total above-ground enclosed living area of the single-family dwelling, including any renovations, reconstructions, or replacements thereof, shall not exceed four thousand (4,000) square feet without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed dwelling on the Conservation Values and shall conform to the location requirements of this Paragraph 2.

There shall be no more than one (1) single-family dwelling on the Property at one (1) time; however, Grantors may, in addition to the existing single-family dwelling, use one (1) guest house on Parcel B which guest house shall not exceed one thousand two hundred (1,200) square feet of above-ground enclosed living area, the exact location to be

subject to Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed guest house on the Conservation Values and shall conform to the location requirements of this Paragraph 2.

Grantors shall give Grantee thirty (30) days' written notice before beginning any site work, construction or enlargement of the existing single-family dwelling, guest house or other accessory structures as are described in Paragraph 2.(i)(a) of this Section; and

**(b) Farm structures.** In addition to the existing structures on the Property, farm structures such as barns, stables and/ or run-in sheds may be constructed, located and used on Parcel B subject to Grantee's prior review and written approval, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Conservation Values and shall conform to the location requirements of this Paragraph 2; and

**(c) Structures for certain animal-related uses.** Structures not exceeding a footprint of one thousand (1,000) square feet in the aggregate may be constructed, located and used on Parcel B subject to Grantee's prior review and written approval, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Conservation Values and shall conform to the location requirements of this Paragraph 2. Such structures may be used for kennels, wildlife rehabilitation centers, veterinary services, or similar enterprises; and

**(d) Drives and pathways.** Grantors may continue to use the existing drives and unpaved pedestrian pathways on the Property and may construct, locate and use new drives and new unpaved pedestrian pathways to serve permitted structures and uses; and

**(e) Utilities.** Public or private utilities to serve permitted buildings, structures, or activities on the Property, or as may be located within existing rights of way dedicated for such utilities. Except for existing above-ground utilities, new utilities shall be located underground if practical. Except for utilities to be located within existing rights of way dedicated for such utilities, public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the Conservation Values and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the Conservation Values. Grantors reserve their separate rights to approve such public or private utilities; and

**(f) Alternative energy structures.** Alternative energy structures (excluding wind generators or turbines) used to harness natural renewable energy sources, such as sunlight, water, or biomass, and scaled to provide electrical energy or pump water for permitted structures, or uses on the Property only, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment; provided that any such structures that are not in use

for a period of three hundred sixty-five (365) consecutive days shall, at the written request of Grantee, be removed from the Property and the area occupied by such removed structure shall be restored to the approximate condition of the surrounding undisturbed land to the reasonable satisfaction of Grantee; and

(g) **Small-scale miscellaneous structures or improvements.** Small-scale miscellaneous structures, the existence of which is consistent with the Conservation Purposes, such as hunting stands, wildlife observation structures, fences, and boardwalks.

(ii) **Height limitation.** To protect the scenic values of the Property, no structure on the Property shall exceed thirty-five (35) feet in height, measured from the highest point of the roof or top of such building or structure (excluding chimneys or antennas) to the lowest point of finished grade adjoining such building or structure.

(iii) **Lighting limitation.** To protect the scenic values of the Property, except for existing lighting not in conformity with this requirement, all external lighting (including the replacement of existing lighting fixtures) shall be attached to a permitted structure, and shall be 90° horizontal cutoff downcast fixtures.

(iv) **Impervious surface limitation.** To protect the open-space values of the Property, the total impervious surface footprint of all structures and other improvements on the Property (except for existing or future drives permitted by this Easement) shall not exceed **nine thousand (9,000) square feet**, provided that if Grantors can demonstrate that an increase in this allowed area would result in increased protection of the Conservation Values, Grantee may approve such increase.

(v) **Location limitation.** To protect the scenic values and watershed and riparian areas of the Property, except for existing drives and utilities and an existing equipment shed, all structures and improvements including any portion thereof, shall be located within the two (2)-acre Building Envelope shown on Exhibit A attached hereto and made a part hereof. The corners of the Building Envelope are identified by GPS coordinates, as shown on Exhibit A.

### **3. ACTIVITIES ON THE PROPERTY.**

(i) Industrial activities are prohibited.

(ii) Commercial activities are prohibited with the exception of the following, none of which may take place on Parcel C of the Property:

(a) agriculture (including livestock production), equine activities (except for racing or other events for which admission is directly, or indirectly, charged), or gardening;

(b) processing or sale of garden and/ or farm products the majority in quantity of which have been produced on the Property, such processing to be contained within, and such sales to be from, structures permitted in Paragraphs 2.i.(a), (b) or (c) of this Section.

(c) small-scale commercial activities incidental to and compatible with activities set forth in Paragraph 3(ii)(a) of this Section, provided that Grantee approves such activities in advance and in writing as being consistent with the Conservation Purposes;

(d) home-occupancy commercial, or professional, uses contained entirely within the reserved single-family dwelling and generating no more than a minimal increase in traffic on the Property. Such uses shall involve no outdoor storage of materials, or storage or parking of equipment on the Property, beyond what is otherwise permitted by the express provisions of this Easement; and

(e) the sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment as provided in Paragraph 2.i.(f) of this Section.

(iii) After first providing written notice to Grantee, Grantors may undertake activities on the Property 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, nutrient offsets (including re-forestation), biological carbon sequestration and biodiversity mitigation.

(iv) In addition to the restoration or enhancement activities permitted by Paragraph 3(iii) of this Section, Grantors may grant one (1) or more mitigation easements along streams and over wetlands on the Property ("Mitigation Areas"), and Grantors or agents of Grantors may undertake mitigation activities within such Mitigation Areas for the restoration or improvement of streams and wetlands on the Property, and to allow access to such areas across the Property as necessary to conduct such mitigation activities. Mitigation easements and mitigation activities may only be undertaken pursuant to a mitigation plan approved by the United States Army Corps of Engineers and/or the Virginia Department of Environmental Quality.

Grantors agree to provide written notice to Grantee prior to the grant of a mitigation easement, which notice shall include a copy of the mitigation easement. Grantors also agree to provide written notice to Grantee prior to commencement of any mitigation activities on the Property and to provide Grantee with a copy of the mitigation plan, and any amendments thereto, prior to commencement of the mitigation activities, or activities provided for in any amendment of the plan.

Grantors retain the exclusive and sole rights to any payment or other benefits resulting from the grant of a mitigation easement on the Property and the undertaking of any mitigation activities as described in this Paragraph 3(iv).

Grantee is not responsible for monitoring any mitigation activities described in this Paragraph 3(iv), and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor other than the provisions of this Easement.

(v) Grantors may undertake non-commercial recreational uses such as hiking, hunting, fishing, horseback riding, wildlife observation, photography, or other non-motorized, non-commercial recreational, educational, or scientific activities on the Property, provided that such activities do not require the construction or location of structures or other improvements on the Property not otherwise permitted by the express provisions of this Easement, and provided that such activities do not permanently alter the physical appearance of the Property and do not impair the Conservation Values.

Notwithstanding any other provision of this Easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** On Parcel B only, Grantors may remove dead trees that pose a threat of injury to people, domestic animals or permitted structures or other improvements, and to cut limited amounts of firewood for use in the single-family dwelling or guest house on the Property. In addition, Grantors reserve the right to clear vegetation as necessary (a) for work on permitted structures or other permitted improvements on the Property; (b) for the installation of permitted utilities; (c) for the construction and maintenance of permitted drives; (d) for fire prevention; and (e) to stop the spread of infestation or disease.

5. **RIPARIAN BUFFER.** To protect water quality, a forested riparian buffer area shall be maintained on the entirety of Parcel C of the Property.

(i) Except as may be reasonably necessary for the activities permitted in this paragraph and the following paragraph, within the buffer area there shall be (a) no buildings or other substantial structures constructed, (b) no new paved roads or drives or paving of existing roads or drives without Grantee's approval, (c) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (d) no removal of trees, except removal of invasive species, removal of dead, diseased or dying trees, removal of trees posing a threat to human or livestock health or safety, or removal of trees for the purpose of maintaining existing roads or constructing new permitted roads, and (e) no plowing, cultivation, filling, dumping, or other earth-disturbing activity.

(ii) Permitted within the buffer area are (a) activities permitted by Paragraphs 3(iii) and 3(iv) of this Section, (b) fencing along or within the buffer area, (c) creation and maintenance of trails with unimproved surfaces, and (d) planting of trees, shrubs, grasses, or other vegetation, provided that such plantings are limited to species native to Northern Virginia.

(iii) Should Piney Run meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted by the express provisions of this Easement, such that it no longer lies within Parcel C of the Property, the buffer area shall remain on Parcel C and extend to a 100-

foot strip along each edge of Piney Run on the Property as measured from the tops of the banks and extending outward and away from such watercourse. In such event, any buildings or structures that were outside of the original buffer area and are determined to be within the new buffer area shall not be considered in violation of these restrictions and may be used and maintained at such location(s).

(iv) Livestock shall be excluded from the buffer area.

**6. GRADING, BLASTING, FILLING AND MINING.**

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for activities undertaken pursuant to Paragraphs 3(iii) and/ or 3(iv) of this Section; (b) for erosion and sediment control pursuant to an erosion and sediment control plan approved in writing in advance by Grantee; or (c) as required in the use (within the meaning of Paragraph 2) of permitted structures or other permitted improvements. Grantee may require appropriate sediment and erosion control practices to be undertaken for the construction, location, renovation, or replacement of permitted structures or other permitted improvements that require Grantee's approval, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal disturbing more than one-quarter (1/4) acre of contiguous land within a thirty (30)-day period for the purposes set forth in the preceding paragraph require thirty (30) days' prior notice to Grantee.

(iii) Surface mining on the Property, subsurface mining on or from the surface of the Property, and dredging on or from the Property are prohibited.

**7. 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.

**8. SIGNS.** No billboards or other signs may be displayed on the Property, except for signs that identify the Property, provide safety, instructional, directional, and educational information, or indicate permitted activities thereon. Temporary political signs are allowed. No sign visible from outside the Property shall exceed nine (9) square feet in size.

**9. OTHER USES.** Grantors may make any other use of the Property that is consistent with the Conservation Purposes, provided that Grantors shall obtain the written approval of Grantee prior to undertaking such uses, which approval shall not be unreasonably withheld. Uses reserved pursuant to this Paragraph shall not be deemed "expressly reserved" for any other purpose of this Easement.

Notwithstanding the foregoing, no use may be approved pursuant to this Paragraph 9 unless the approval is consistent with the requirements set forth in Section VII Paragraph 15 for the amendment of this Easement.

#### **SECTION IV – ENFORCEMENT**

- 1. RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice (in accord with the provisions of Section VII Paragraph 9) to Grantors or Grantors' duly designated representative, provided, however, that in the event that Grantee determines, in its reasonable discretion, that an emergency threatening any of the Conservation Values exists, Grantee or its agents may enter the Property without notice to prevent, terminate or mitigate a potential violation of this Easement.

In the event of entry on the Property without notice, Grantee shall limit its actions to those necessary to prevent or mitigate a violation of this Easement and shall as soon after such entry as reasonably possible, provide to Grantors a written description of the actions taken during such entry.

- 2. ENFORCEMENT.** Grantee, in accepting this Easement, commits to protecting the Conservation Values and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition existing on the date of recordation of this Easement, except for any changes in the Property permitted by the provisions of this Easement; (ii) to recover any damages arising from non-compliance; and (iii) to enjoin non-compliance by temporary or permanent injunction. If the court determines that Grantors failed to comply with this Easement, Grantors shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, and attorney's fees and expenses, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantors hereby waive any defense of waiver, estoppel or laches with respect to any failure to act by Grantee.

Notwithstanding any other provision of this Easement, Grantors shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantors' control or (ii) resulting from prudent action taken by Grantors to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee, and neither Grantors nor Grantee intend, by the conveyance and acceptance of this Easement, to create any form of trust, including a charitable trust.

## SECTION VI – DOCUMENTATION

Grantors have made available to Grantee, prior to conveyance of this Easement, documentation establishing the condition of the Property at the time of the recordation of this Easement, such documentation to be known as the Baseline Documentation Report. The Baseline Documentation Report shall be kept in the permanent files of Grantee, and may be used to determine compliance with and enforcement of the terms of this Easement. However, Grantors and Grantee are not precluded from using other relevant evidence or information to assist in that determination. Grantors and Grantee hereby acknowledge that the Baseline Documentation Report is an accurate representation of the Property; was received by Grantors and Grantee prior to recordation of this Easement; and contains a statement signed by Grantors and a representative of Grantee as required by Treasury Regulation 1.170A-14(g)(5)(i).

## SECTION VII – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns in interest to the Property and the Easement, as the case may be, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTORS' RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantors retain the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property.
3. **TITLE.** Grantors covenant and warrant that Grantors have good title to the Property (including the mineral rights located under the surface of the Property), that Grantors have all right and authority to grant and convey this Easement, and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any mortgages or deeds of trust not subordinated to this Easement.
4. **CONTROL OF THE PROPERTY.** Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantee to exercise physical or managerial control over the day-to-day operations of the Property or any of the Grantors' activities on the Property, or otherwise to "participate in management" of the Property, within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or similar federal, state, or local laws.



5. **EXTINGUISHMENT OF DEVELOPMENT RIGHTS.** Grantors hereby grant to Grantee all of the development rights pertaining to the Property, except for those development rights expressly reserved by Grantors herein. Development rights shall be deemed to include, but not be limited to, all development rights and development potential that are now or hereafter allocated to, implied, reserved or inherent in the Property or any portion thereof, including, but not limited to (i) all subdivision and development density rights and potential and (ii) the right to use any of the acreage of the Property in any acreage calculation having the effect of creating, or contributing to, additional development on or off the Property, whether such rights exist now or in the future under federal, state or local law, or otherwise.

Grantors unconditionally and irrevocably relinquish the right to transfer such development rights to any other property adjacent or otherwise, or to use them for the purposes of calculating permissible lot yield, density, and development potential etc., of the Property or any other property.

The Parties agree that all such development rights are hereby terminated and extinguished in perpetuity.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph 5, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly reserved by Grantors in this Easement.

6. **RELATION TO GOVERNMENTAL LAND USE REGULATIONS.** The restrictions imposed by the terms of this Easement are independent of any and all governmental regulations that apply to the use of the Property, including the zoning, subdivision and planning regulations of Loudoun County, Virginia. The relationship of this Easement and any such regulations is such that, although the terms of this Easement and such regulations apply simultaneously to the Property, on a case-by-case basis, the more restrictive regulation or Easement restriction will govern the use of the Property. This provision is intended by Grantors and Grantee as a clarification of the relationship of the restrictions of the Easement and applicable governmental regulations only, and is not intended to, and does not impose any additional restrictions on the use of the Property.
7. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to advance the Conservation Purposes. If any provision of this Easement is found to be ambiguous, the interpretation that most effectively advances the Conservation Purposes shall be favored over any other interpretation. Grantors and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this Easement shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

Neither Grantors nor Grantee shall be deemed to be the draftsman of this Easement or any part thereof, each having had the benefit of counsel of their own choosing in negotiating its terms.

8. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantors to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way, or the validity of any conveyance of the Property.
9. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Packard Center, 4022-A Hummer Road, Annandale VA 22003, and any notice to Grantors shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 13465 Harpers Ferry Road, Purcellville, VA 20132-1720.

(i) Any notices, demands or other communications required or permitted to be given by the terms of this Easement shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt); (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; or (iv) by regular U.S. Mail.

Such notices shall be deemed to have been "given" (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by an official return receipt if sent by certified mail; (iii) within two (2) business days of deposit with a courier in the case of U.S. Express Mail, or commercial overnight courier; or (iv) when actually received, in the case of U.S. Mail. Such notices shall be sent to the addresses of the parties set forth above, or such other address as a party may, pursuant to the notice provisions of this Paragraph 9, direct.

Notice of change of address shall be effective only when done in accordance with this Paragraph 9.

(ii) Grantors hereby relinquish any right to use the Property in ways that may be inconsistent with the Conservation Purposes, or with respect to which permission of Grantee is expressly required by the terms of this Easement, until it has notified Grantee in accordance with this Paragraph 9, and obtained approval therefor from Grantee.

(iii) Grantee shall, within thirty (30) days from receipt of a request hereunder, respond in writing to any request for approval by Grantors made in compliance with this Paragraph 9. Until expressly permitted in writing by Grantee, Grantors shall not commence the activity described in the notice. In the event that Grantee fails to respond to such a request within such period, the requested approval shall be "deemed" granted.

All activities requiring prior written approval by Grantee shall be conducted consistently with such approval when granted, or, in the case of a "deemed" approval, according to the preceding paragraph, conducted consistently with the terms of the request. Nevertheless, no such "deemed" approval shall allow any activity on the Property that is inconsistent with the Conservation Purposes.

In the event that Grantee objects to the proposed activity it shall inform Grantors in writing of the manner, if any, in which the proposed activity can be modified to satisfy its objections. Thereafter, Grantors may submit a revised proposal accommodating the objections, and Grantee shall review and respond to such revision in the same manner as to the original notice.

Any objection by Grantee to a proposed activity shall be based upon its opinion that the proposed activity is inconsistent with this Easement, and/or upon any specific standards provided for herein. Grantee shall have reasonable discretion in determining whether or not a proposed activity is consistent with the terms of this Easement, and/or any such standards.

In no event may Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

(iv) All notices required by this Easement shall be in writing, and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow, in the case of notice to Grantee, Grantee to determine whether the proposal is consistent with the Conservation Purposes. In the case of notice to Grantors, the notice shall inform Grantors of the purpose of the notice, and the provision(s) of this Easement with respect to which the notice has been sent.

Failure of Grantors to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

10. **TAX MATTERS.** Grantors and Grantee hereby agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by a qualified appraisal (as defined in Treasury Regulation Section 1.170A-13(c)(3)) from a qualified appraiser (as defined in Treasury Regulation Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantors from conveyance of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. The conveyance and perpetual nature of this Easement is not contingent upon the availability of tax benefits for this conveyance. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantors in consideration of the grant of the Easement.

11. **NO MERGER.** Grantors 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.
12. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all Restrictions and Conservation Purposes set forth in this Easement are to be continued and enforced in perpetuity and (ii) the transferee qualifies at the time of the transfer as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations and meets the statutory requirements of the Virginia Conservation Easement Act (Virginia Code § 10.1-1009 et seq. as amended) for a holder of a perpetual conservation easement or the definition of a public body under the Open-Space Land Act (Virginia Code § 10.1-1700 et seq. as amended).
13. **GRANTEE'S PROPERTY RIGHT.** Grantors agree that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the Easement at the time of the conveyance bears to the value of the Property as a whole at that time. The values applicable for purposes of the calculations required by this Paragraph 13 shall be the values finally determined for purposes of any federal income tax deduction allowed with respect to the conveyance of this Easement, provided an income tax deduction is sought. In the event that no deduction is sought then such values shall be determined by a qualified appraisal (as defined in Treasury Regulations Section 1.170A-13(c)(3)) of the value of this Easement the cost of which appraisal shall be borne equally by Grantors and Grantee.
14. **EXTINGUISHMENT.** Should an attempt be made to extinguish this Easement in whole or in part, such extinguishment shall be carried out by judicial proceedings in compliance with IRC Section 170(h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from such an extinguishment, Grantee shall be entitled to a portion of the proceeds of any subsequent sale of the underlying Property at least equal to the proportionate value of this Easement computed as set forth in Paragraph 13 of this Section, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use its entire share of the proceeds from the sale of the Property in a manner consistent with the Conservation Purposes.
15. **AMENDMENT.** Grantee and Grantors may amend this Easement to enhance the protection of the Conservation Values, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) release this Easement from any portion of the Property or the Property as a whole, (iii) conflict with or be contrary to or inconsistent with the Conservation Purposes, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) 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 Grantors and recorded in the Clerk's Office of the Circuit Court of Loudoun County, Virginia.

16. **JOINT OWNERSHIP.** If Grantors at any time own the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantors set forth herein.
17. **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.
18. **ENTIRE AGREEMENT.** This Easement, the exhibit(s) attached hereto, and the Baseline Documentation Report, set forth the entire agreement of the parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Easement.
19. **CONTROLLING LAW, VENUE AND JURISDICTION.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia and the United States and shall be in accord with the provisions of Paragraph 7 of this Section.

Grantors and Grantee agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Loudoun County, Virginia, and no proceeding shall be initiated in any other court, except for appeals from the decision of such trial court.

20. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of Loudoun County, Virginia, and Grantors or Grantee may re-record it any time as may be required to preserve their rights under this Easement.
21. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.
22. **PAYMENT OF COSTS, TAXES OR ASSESSMENTS.**

(i) Grantors shall bear all costs of operation, upkeep and maintenance of the Property.

(ii) Grantors shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement and/or upon Grantee as a result of its holding this Easement, and Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

(iii) Grantors shall indemnify Grantee and Grantee's officers, directors, and employees and their heirs, successors and assigns (the "Indemnified Parties") from any liability or expenses incurred by Grantee in connection with the payment of the costs and/or taxes that are the subject of this Paragraph 22.

**23. INDEMNIFICATION.**

Grantors and Grantee acknowledge and agree that Grantee has neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except to enforce the restrictions on use of the Property provided for in this Easement), nor to maintain, or keep up the Property, and Grantors and Grantee agree that Grantors retain all such rights and control exclusively.

Grantors shall indemnify Grantee, and the Indemnified Parties, from any court awarded damages, together with reasonable attorney's fees and expenses incurred by Grantee and/or the Indemnified Parties, and all attorney's fees and expenses assessed against Grantee and/or the Indemnified Parties, resulting from any and all of the following:

(i) Personal injury or property damage that occurs on the Property not due to the negligence of Grantee and/or its agents;

(ii) Liability, including, but not limited to, liability under CERCLA, and/or similar local, state or federal laws, relating to cleanup of hazardous substances that were released or in any way deposited on the Property, other than by Grantee and/or its agents.

Grantee shall indemnify Grantors, and/or Grantors' Indemnified Parties, from any court awarded damages, together with reasonable attorney's fees and expenses incurred by Grantors, and/or Grantors' Indemnified Parties, and all reasonable attorney's fees and expenses assessed against Grantors, and/or Grantors' Indemnified Parties, resulting from any and all of the following:

(i) Personal injury or property damage that occurs on the Property due to the negligence of the Grantee and/or its agents;

(ii) Liability, including, but not limited to, liability under CERCLA, and/or similar local, state or federal laws, relating to cleanup of hazardous substances that were released or in any way deposited on the Property, by the Grantee and/or its agents.

A party's rights and obligations pursuant to this Easement shall terminate upon transfer of that party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such party during the time that such party held an interest in the Property shall survive transfer of any interest in the Property with respect to such party.

WITNESS the following signatures and seals:

Gary L. Patrick  
Gary L. Patrick, Grantor

Betty A. Patrick  
Betty A. Patrick, Grantor

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

The foregoing instrument was acknowledged before me this 23 day of October, 2015 by  
Gary L. Patrick.

Agnes J. Bruce  
Notary Public

(SEAL)

My commission expires: Feb 28, 2018  
Registration No. 195683

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

The foregoing instrument was acknowledged before me this 23 day of October 2015 by  
Betty A. Patrick.

Agnes J. Bruce  
Notary Public

(SEAL)

My commission expires: Feb 28, 2018  
Registration No. 195683

Accepted:  
NORTHERN VIRGINIA CONSERVATION TRUST  
Grantee

By: Margaret H. Stevens  
Its: Executive Director

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

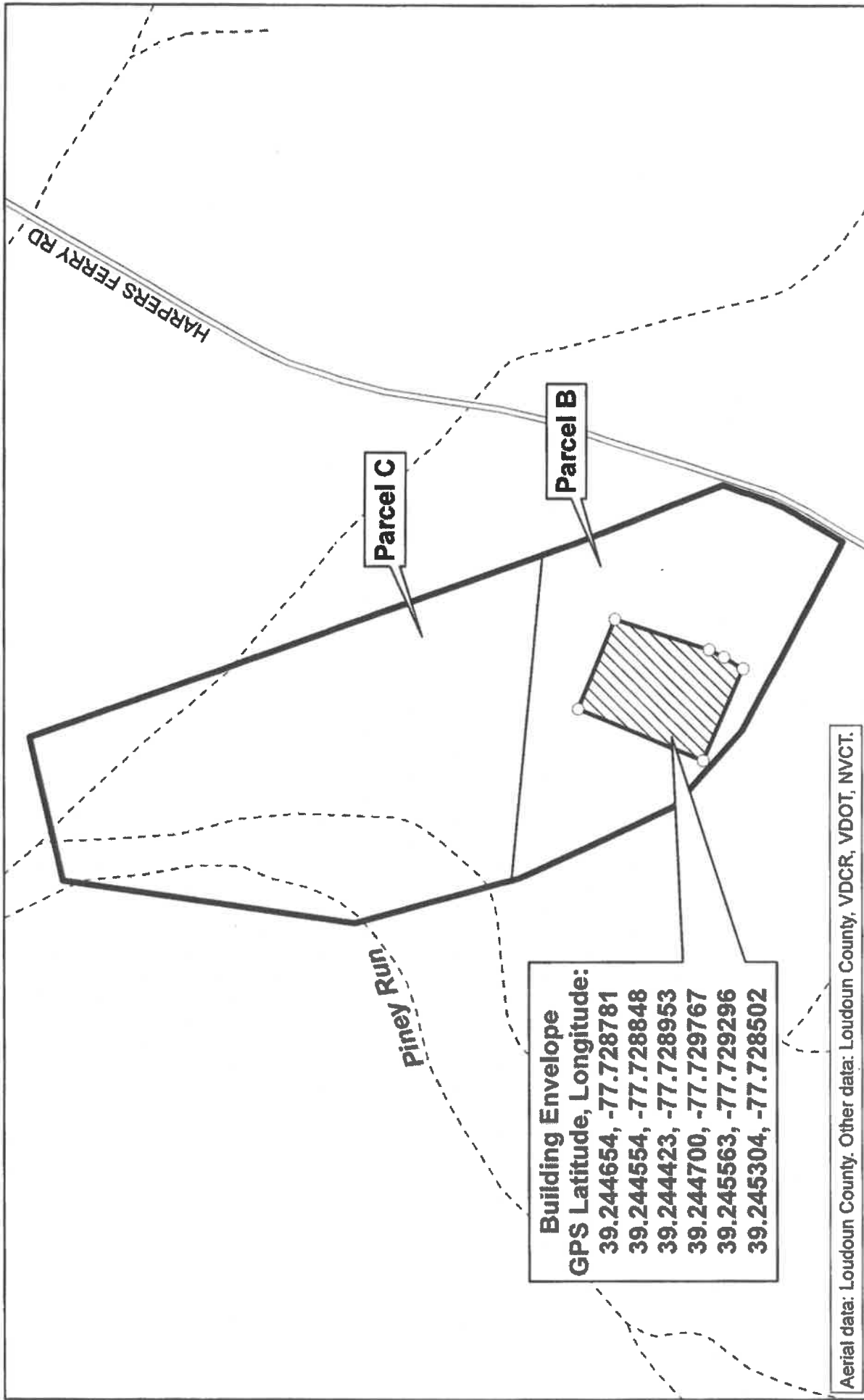
The foregoing instrument was acknowledged before me this 27 day of October,  
2015 by Margaret Stevens [name of officer], Executive Director [title of officer]  
of the Northern Virginia Conservation Trust, a Virginia corporation, on behalf of the corporation.



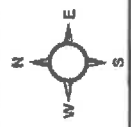
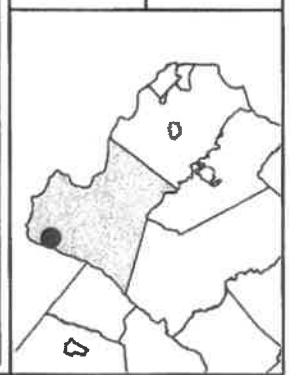
Michele Braithwaite  
Notary Public

My commission expires: July 31, 2018  
Registration No. 7588525





Aerial data: Loudoun County. Other data: Loudoun County, VDCR, VDOT, NVCT.



- Patrick easement area
- Building envelope (2 acres)
- GPS corners of Building Envelope
- Patrick parcels
- Roads
- Streams (NHD hydro line)

# Patrick easement, 27.3699 acres

## Exhibit A