

#01-18

BOOK 321 PAGE 785

THIS DEED OF GIFT OF EASEMENT, made this 7th day of November, 2000, between James E. Clark, III, herein called the Grantor, and the Land Trust of Virginia, herein called the Grantee.

WHEREAS, the Virginia Conservation Easement Act (Virginia Code §10.1-1009 to 10.1-1016) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land, and

WHEREAS, the Grantor owns real property hereinafter described; which is improved by an existing residence, and now desires to limit further development of the property so as to preserve it as open space land in the public interest.

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantor does hereby grant and convey to the Grantee the right in perpetuity to restrict the use of the real estate consisting of 12.581 acres described below and located in Chapel Magisterial District, Clarke County, Virginia near the Shenandoah River and fronting on Hickman Avenue and Robin Drive and hereinafter referred to as the "Property":

All that certain lot of parcel of land in Chapel Magisterial District, Clarke County, Virginia, described as Lot 33 on that certain Deed of Boundary Line Adjustment and Lot Merger between James E. Clark, III and J. William Oberman, dated the 27th day of March, 2000, of record in the Office of the Circuit Court of Clarke County, Virginia, in Deed Book 311 Page 566.

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successors and assigns may not transfer or convey the rights herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and

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ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170 (h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

This conveyance is further made subject to all matters of record which may affect said parcel of land.

Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. The acts which the Grantor, his heirs, successors, personal representatives and assigns, covenant not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. Subdivision of the property in any manner is prohibited.
2. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the property.
3. Display of billboards, signs or other advertisements is not permitted on or over the property except to state the name and/or address of the owners, to advertise the sale or lease of the property or to provide notice necessary for the protection of the property and for giving directions to visitors. No such sign shall exceed three by three foot in size.
4. Management of timber shall be in accord with sound forestry practices. Selective cutting may be practiced so as not to alter the character of forest lands except such as will be cleared for cultivation or grazing.
5. Grading, blasting or earth removal shall not alter the topography of the Property except for dam construction to create private conservation ponds or lakes, or as required in construction of permitted buildings and connecting private roads described in paragraph 6,

below. Mining on the property is prohibited.

6. Industrial or commercial activities other than farming, silviculture or horticulture are prohibited.

7. Representatives of the Grantee may enter the Property from time to time for the purpose of inspection and enforcement of the terms of this restriction after permission from or reasonable notice to the owner or the owner's representative.

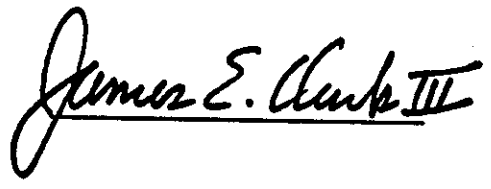
8. The Grantor, his heirs, successors, personal representatives and assigns shall notify Grantee in writing prior to closing on any proposed transfer or sale of the Property. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number in the deed of conveyance.

Although this restriction 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. Grantors, their heirs, successors, personal representatives and assigns hereby retain exclusive right to such access and use, subject to the terms hereof.

Acceptance of this conveyance by the Grantee is authorized by Section 10.1-1801 of the Code of Virginia and is evidenced by the signature of the President of the Land Trust of Virginia, hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

WITNESS the following signature and seals:

JAMES E. CLARK, III



WARRISON & JOHNSTON
ATTORNEYS AT LAW
WINCHESTER, VIRGINIA

Accepted:

Land Trust of Virginia

By [Signature] (SEAL)
President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Clarke To-Wit:

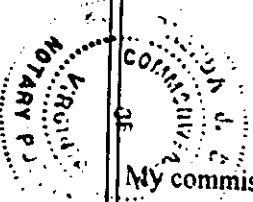
I, [Signature], a Notary Public for the Commonwealth aforesaid, hereby certify that James E. Clark, III, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and official seal this 7 day of November 2000.

[Signature]
Notary Public

My commission expires: My Commission Expires August 31, 2004

(SEAL)



COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Loudoun To-Wit:

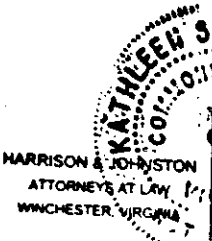
I, Kathleen S. Crosson, Notary Public for the Commonwealth aforesaid, hereby certify that James E. Rich, Jr., President of the Land Trust of Virginia, personally appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and official seal this 23rd day of December 2000.

[Signature]
Notary Public

My commission expires: 12/31/03

(SEAL)



Clarke Co., SC1.

This instrument of writing was produced to me on the 3 day of January, 2001 at 3:10 P.M. and with certificate of acknowledgement thereto attached was admitted to record.

Teste: [Signature], Clerk

James E. Clark, III