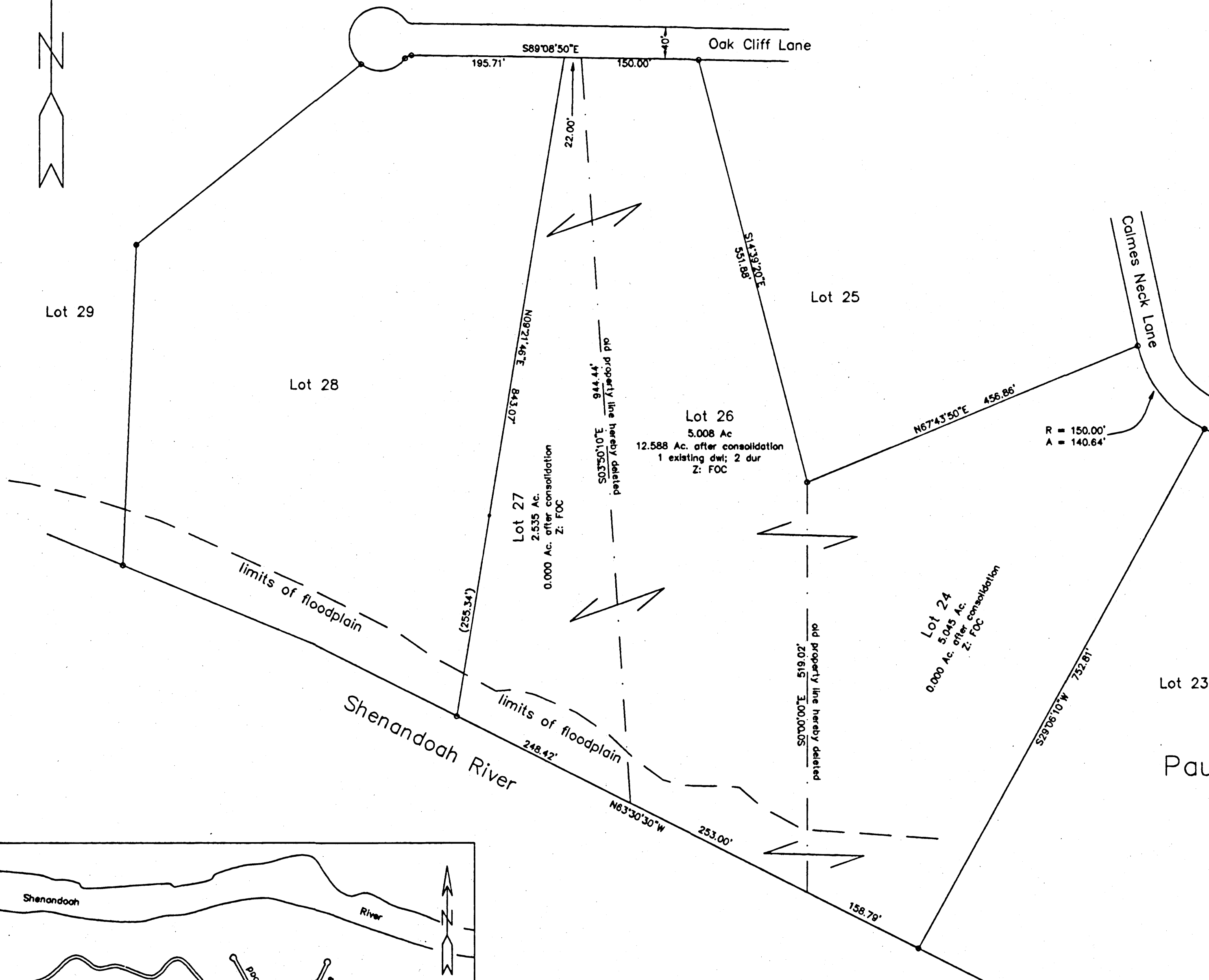
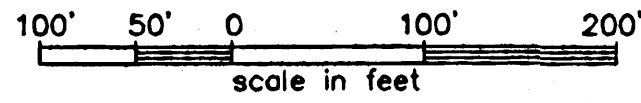


#02-4072



Surveyor's Certificate: I, W. Stuart Dunn, a duly authorized Land Surveyor in the State of Virginia, do hereby certify that the lands herein consolidated are in the names of Paul T. Zeisset and Dorean M. Day, and were acquired by them as stated in the Owners' Certificate. I certify that the tracts of land are properly and accurately described and are within the boundaries of the original tracts.

W. Stuart Dunn, CLS #2000  
Berryville, Virginia

Owners' Certificate: The undersigned fee simple owners hereby certify that the foregoing lot consolidation of three existing parcels: Lot 24, TM 31-1-24, 5.045 acres, and Lot 26, TM 31-1-26, 5.008 acres, both parcels recorded in the name of Paul T. Zeisset and Dorean M. Day in Deed Book 159, Page 606 and Lot 27, TM 31-1-27, 2.535 acres, recorded in the name of Paul T. Zeisset in Deed Book 353, Page 868; with 12.588 acres being the consolidated total of Lot 26, and no area remaining in Lot 24 and Lot 27, is made with the free consent and in accordance with the desires of the undersigned owners of said lands and the same is hereby confirmed and submitted for record in the Office of the Clerk of the Circuit Court of Clarke County, Virginia.

Paul T. Zeisset *Paul T. Zeisset*

State of Virginia, County of CLARKE, to wit:  
Acknowledged before me in my State and County aforesaid this 15<sup>th</sup> day of October, 2002.

Notary Public: *Pamela K. Wafford* My commission expires: 9-30-03

Dorean M. Day *Dorean M. Day*

State of New York County of Green, to wit:  
Acknowledged before me in my State and County aforesaid this 6<sup>th</sup> day of November, 2002.

Notary Public: *Dorean M. Day* My commission expires: 11-13-04

Notes:

- (1) A portion of these tracts are in the 100 year flood plain designated by HUD, established from FIRM Community Panel no. 510036 A 09, dated September 24, 1984.
- (2) Zoned: FOC; use: residential.
- (3) Building setbacks as follows: 50 feet from edge of Oak Cliff Lane, a 40 foot R/W, and 50 feet from all property lines.
- (4) l.p.f = iron peg found; l.p.s. = iron peg set; c.m. = concrete monument.
- (5) The resulting 12.588 acres have 1 existing dwelling and 2 dur.
- (6) The 2 dur on the resulting 12.588 acres are to be released in a deed of easement to Virginia Outdoors Foundation to be recorded concurrently with this plat.

Lot Consolidation of the Lands of  
Paul T. Zeisset and Dorean M. Day  
and Paul T. Zeisset

Deed Book 159, Page 606 Tracts 24 and 26 ((1)), Tax Map 31  
Deed Book 353, Page 868 Tract 27 ((1)), Tax Map 31  
Deed Book 58, Page 506  
Lot 24, Lot 26 and Lot 27 - Calmes Neck Estates  
Chapel Magisterial District, Clarke County, Virginia

Clarke Co., SCT.  
This instrument of writing was produced to me on  
the 15<sup>th</sup> day of November, 2002  
at 11:18 A.M. and with certificate of  
acknowledgment thereto attached was  
admitted to record.  
Teste: *Helen Cutts*, Clerk

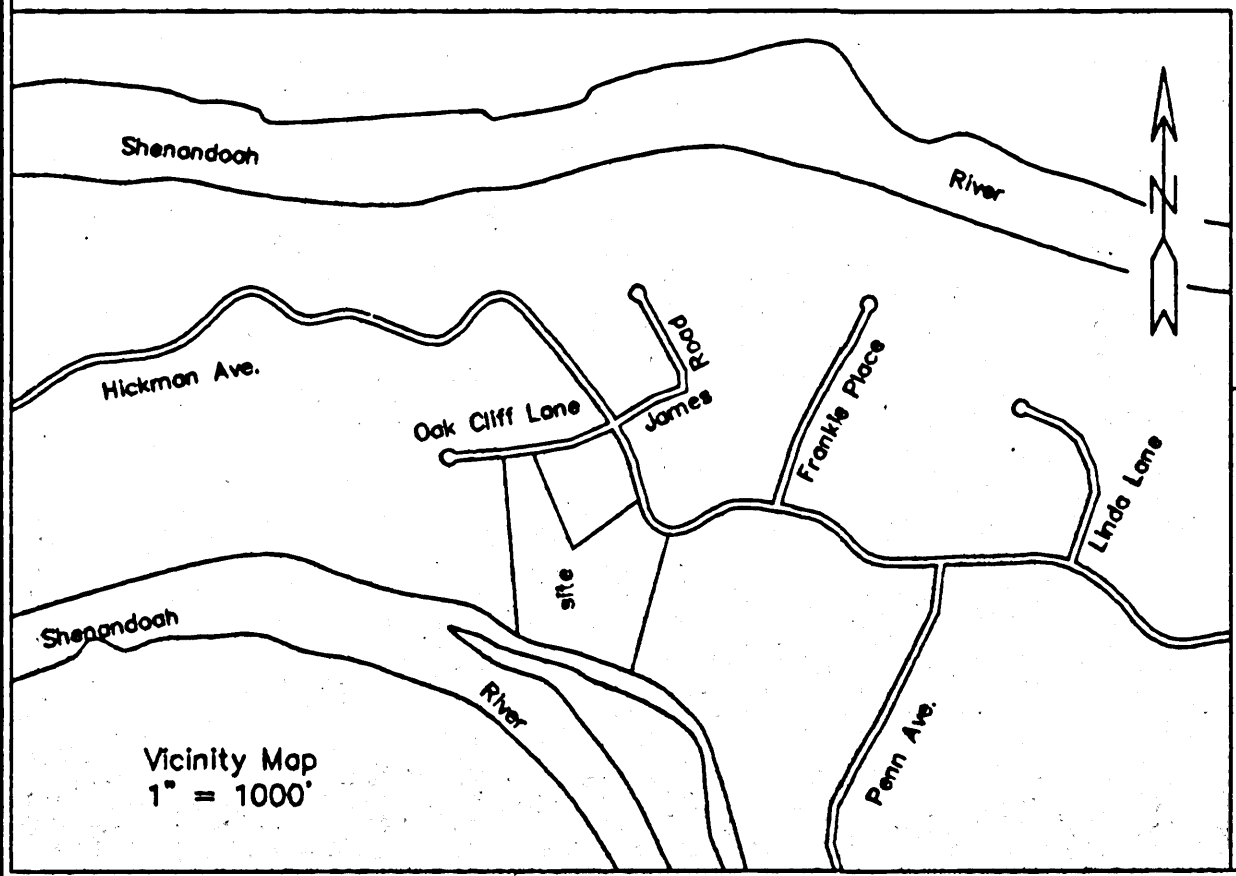


Dunn Land Surveys, Inc.  
30 East Main Street  
Berryville, Virginia 22611  
Tel: 540-955-3388  
August 12, 2002  
Revised August 30, 2002  
Revised October 18, 2002

Area Tabulation:

5.008 acres	Area of Lot 26
+ 2.535 acres	Area of Lot 27
+ 5.045 acres	Area of Lot 24
12.588 acres	Adjusted area of Lot 26
2.535 acres	Area of TM Lot 27
- 2.535 acres	Merged into Lot 26
0.000 acres	Adjusted area of Lot 27
5.045 acres	Area of Lot 24
- 5.045 acres	Merged into Lot 26
0.000 acres	Adjusted area of Lot 24
0.0000 acres	Area dedicated for public use

Approval:  
This rearrangement of property lines is excepted from the Clarke County Subdivision Ordinance pursuant to Section 10-D of said ordinance and Section 15.1-483.1 of the Virginia State Code.  
*W. Stuart Dunn* 11-15-02  
Clarke County Zoning Administrator date:



#02-4073

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

Clarke County Tax Map: 31-1-26

THIS DEED OF GIFT OF EASEMENT, made this 31st day of October, 2002, between PAUL T. ZEISSET and DAREAN M. DAY, husband and wife, herein called the "Grantors", and the VIRGINIA OUTDOORS FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA, herein called the "Grantee", whose address is 203 Governor Street, Suite 317, Richmond, VA. 23219.

WHEREAS, the Open Space Land Act of 1966 (Chapter 17, Title 10.1, §§10.1-1700 to 10.1-1705 of the Code of Virginia, as amended) 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, Chapter 18, Title 10.1 of the Code of Virginia (§§ 10.1-1800 to 10.1-1804, as amended) declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historical, scientific, open-space and recreational lands of the Commonwealth; and

WHEREAS, the property hereinafter described fronts on a segment of the Shenandoah River that is designated a Virginia Scenic River, and contributes to the scenic views enjoyed by the public therefrom; and

WHEREAS, the property hereinafter described contains forested habitat that supports a diversity of bird and mammal species; and

WHEREAS, the property hereinafter described provides a forested riparian buffer that helps protect the water quality of the Shenandoah River; and

WHEREAS, the property hereinafter described lies in close proximity to land under open-space easement deeded to the Grantee and contributes to the open-space values of such land under easement; and

WHEREAS, the property hereinafter described is located in an area of the County of Clarke zoned for forestal, open space, and conservation uses; and

WHEREAS, the preservation of the hereinafter described property will further the primary goal of the 1994 Clarke County Comprehensive Plan: to "preserve and protect the natural, rural, and open-space character of unincorporated areas" and the following objectives and policies set forth in the Plan: Objective 1) to "encourage agricultural operations and productivity and ensure the

preservation and availability of agricultural lands for the continued production of crops and livestock", and Policy 1.11 to "encourage and facilitate the donation of open-space and conservation easements on land that... Is identified as having important scenic, historic, open-space, conservation, agricultural, or wildlife habitat qualities"; and

WHEREAS, at the time of execution of this Deed of Gift of Easement, the 12.588 acres hereinafter described has allocated to it two (2) Dwelling Unit Rights (DURs) and one (1) exemption (being the existing family dwelling), as part of the Clarke County Dwelling Unit Right Allocation Master Plan, and the two (2) existing DURs will be extinguished as a result of this Deed of Gift of Easement; and

WHEREAS, the Grantors are the owners in fee simple of the real property hereinafter described, which they desire preserved 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 hereof by the Grantee, the Grantors do hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of, the real estate consisting of 12.588 acres, described below, located in Chapel Magisterial District, Clarke County, Virginia, fronting on the Shenandoah River on Calmes Neck, and hereinafter referred to as the "Property:"

All that certain lot or parcel of land, together with the improvements thereon and all easements, privileges and appurtenances thereunto belonging, located on the northeast side of the Shenandoah River in the subdivision known as Calmes Neck Estates, containing 12.588 acres according to plat of lot consolidation survey thereof prepared by W. Stuart Dunn, Land Surveyor, dated August 12, 2002 (revised August 30, 2002; revised October 18, 2002), which plat is recorded simultaneously herewith in Plat Book 3 at Page 52 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia; and being the same property conveyed to Paul T. Zeisset and Darean M. Day, husband and wife, by Deed of Merger from Paul T. Zeisset and Darean M. Day, husband and wife, dated October 25, 2002 and recorded immediately prior hereto in the aforesaid Clerk's Office.

The above-described tracts are shown as Parcel Nos. 31-1-24, 31-1-26, and part of 31-1-27 on the Clarke County Real Property Tax Identification Maps. The Property shall be considered to be one parcel for the purposes of this easement, and the restrictions and covenants of this easement shall apply to the Property as a whole rather than to such individual parcels.

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

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

1. Accumulation or dumping of trash, refuse, or junk 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, as long as such practices are conducted in accordance with applicable governmental laws and regulations.
2. 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, to advertise the sale of goods or services produced incidentally to a permitted use 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 nine square feet in size.
3. Division or subdivision of the Property in any manner is prohibited.
4. No timber harvesting shall be permitted on the Property other than for the Grantors' or their successors' domestic consumption, except for the cutting of trees that have died naturally, that are removed for the permitted uses hereunder, that, were they not removed, would jeopardize the health of the forest on the Property or adjacent properties, or that would present an imminent hazard to human health or safety. It is the intent of the Grantor that the existing woodlands be maintained in their natural state.
5. A forested buffer extending a minimum of 150 feet from the bank of the Shenandoah River shall be maintained. This buffer shall be protected from degradation by livestock. Selective cutting of some individual trees is permitted, provided that the function of the buffer to protect water quality is not impaired.
6. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds or lakes, or as required in the construction of permitted buildings, connecting private roads, and utilities as described in Paragraph 7. Generally accepted agricultural activities shall not constitute any such material alteration. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the conservation values protected by this Easement. Mining on the Property is prohibited.
7. No permanent or temporary building or structure shall be built or maintained on the Property other than the existing single family dwelling which can be renovated, repaired, reasonably enlarged or replaced and non-residential outbuildings or structures commonly and appropriately incidental thereto. Private roads and utilities that serve permitted buildings or


structures may be constructed. No building or structure may be constructed within 150 feet of the bank of the Shenandoah River.

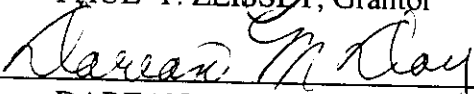
- 8. Industrial or commercial activities other than the following are prohibited: 1. agriculture, viticulture, aquaculture, silviculture, horticulture, and equine activities, 2. temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property, and which are consistent with the conservation values herein protected, 3. activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing. Notwithstanding any other provision of this easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.
- 9. Representatives of the 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 owner or the owner's representative.
- 10. The Grantors, their heirs, successors, personal representatives and assigns, shall notify the Grantee in writing within 60 days following any transfer or sale of the Property or any part thereof. In any deed conveying all or any part of the Property, this easement shall be referenced by Deed Book and Page Number.

Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or, use with respect to the Property. The Grantors, their heirs, successors, personal representatives and assigns, hereby retain the 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 its Executive Director hereto. Assignment of this easement is governed by Section 10.1-1801 of the Code of Virginia.

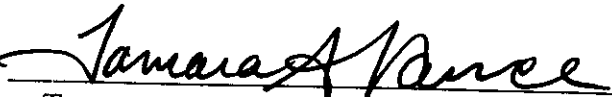
WITNESS the following signatures and seals:

  
 \_\_\_\_\_  
 PAUL T. ZEISSET, Grantor

  
 \_\_\_\_\_  
 DAREAN M. DAY, Grantor

Accepted:

VIRGINIA OUTDOORS FOUNDATION

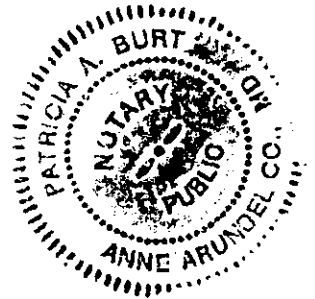
By:   
 \_\_\_\_\_  
 Tamara A. Vance, Executive Director

STATE OF Maryland  
CITY/COUNTY OF Anne Arundel, TO WIT:

I, PATRICIA A BURT, a Notary Public for the State aforesaid, hereby certify that Paul T. Zeisset, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 31 day of October, 2002.

Patricia A. Burt  
Notary Public



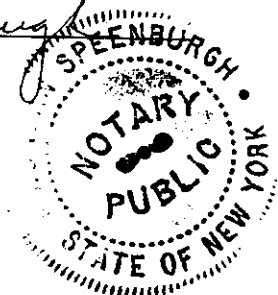
My commission expires: May 1, 2006

STATE OF New York  
CITY/COUNTY OF Greene, TO WIT:

I, Norean Speenburgh, a Notary Public for the State aforesaid, hereby certify that Darean M. Day, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 6<sup>th</sup> day of November, 2002.

Norean Speenburgh  
Notary Public



My commission expires: 11-13-06

**NOREAN SPEENBURGH**  
Notary Public, State of New York  
No. 01SP4974534  
Qualified in Greene County  
Commission Expires November 13, 06

COMMONWEALTH OF VIRGINIA,

~~CITY~~/COUNTY OF Montgomery, TO WIT:

I, Anna G. Chisholm, a Notary Public for the Commonwealth aforesaid, hereby certify that Tamara A. Vance, Executive Director of the Virginia Outdoors Foundation, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Virginia Outdoors Foundation.

WITNESS my hand and official seal this 12<sup>th</sup> day of November, 2002.

  
\_\_\_\_\_  
Notary Public

My commission expires: 310012003



Clarke Co., SGT.

This instrument of writing was executed to me on the 15<sup>th</sup> day of November 02 at 4:20 P.M. and with due care and acknowledgement thereto attached was admitted to record.

Taste: Helen Rust, Clerk