

SCHEDULE A

All of Parcel A containing 71.5 acres, more or less, and Parcel B, containing 73.2 acres, more or less, more fully described in the certain deed dated September 9, 1994, from Wayne E. Dillon, et ux, to Glenn F. Crone, et ux, of Record in Deed Book 92, page 256;

LESS AND EXCEPT that certain tract designated "New 43.53 Acre Parcel" by Boundary survey dated November 20, 2008, prepared by B & B Consultants, Inc., of record in Deed Book 172, page 259, which 43.53 acre parcel was conveyed to David C. Duggins and Virginia A. Duggins by deed dated December 9, 2008, and of record in Deed Book 172, page 263; it being the intent of the Grantors herein to convey the remaining acreage originally conveyed to Glenn F. Crone, et ux as set forth above, shown for clarity purposes on the aforesaid Boundary Survey as Parcel B containing 100.58 acres, more or less;

TOGETHER WITH and subject to a nonexclusive perpetual easement of right-of-way fifty (50) feet in width identified on the aforesaid Boundary Survey as "proposed 50' ingress and egress easement". Said easement shall be for the purposes of ingress and egress to Virginia Route Number 621 for that Parcel A and that Parcel B as shown on the Boundary Survey dated November 20, 2008, referenced herein above;

LESS AND EXCEPT that strip or parcel of land conveyed to the Commonwealth of Virginia to make a 50' right-of-way for Route 621 by deed dated April 4, 2003, of record in the aforesaid Clerk's Office in Deed Book 135, page 50;

LESS AND EXCEPT any portion of the 10' dirt path that extends over or across Parcel A as shown on the Boundary Survey;

LESS AND EXCEPT that deed to Frederick R. Jones, Roy I. Brookman and Donald L. Webb, Trustees of New Canterbury Church dated October 21, 1997, of record in the aforesaid Clerk's Office in Deed Book 106, page 539; and,

SUBJECT TO a conservation easement granted to Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, which easement is of record in the aforesaid Clerk's Office in Deed Book 140, page 594.

Tax Map No. 117-A-2

VIRGINIA:

In the office of the Clerk of the Circuit Court of Craig County the 16th day of march 2009 this Deed DEED was presented and with the Certificate thereto annexed admitted to record at 12:09 o'clock P.M. The taxes imposed by sec. 58-54 58-54.1 & 58-65.1 of the Code of Virginia have been paid.

State Tax \$ 812.50
Local Tax 270.83
Add. Tax 325.00
Transfer Fee 1.00
Clerk Fee 145.00
VSLF 1.50
VOF 1.00
DP 10.00
TF 5.00

Teste:

Inst. # 158

By Peggy B. Burt Clerk
Kathy Martin Deputy Clerk

Deed prepared by the Office of the Attorney General

Exempted 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 Circuit Court Clerk's fee under Section 17.1-266

Tax Map No. 117-A-2, and 117-A-3

THIS DEED OF GIFT OF EASEMENT, made this 17th day of December, 2003, between GLENN FRANK CRONE and BETTY B. CRONE, husband and wife, herein called (collectively) the "Grantor", 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,

WITNESSETH:

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 Grantor is the owner in fee simple of the real property hereinafter described, (the "Property") and desires the Property preserved as open-space land in the public interest; and

WHEREAS, the Property is comprised of forest land on a ridge between Sinking Creek Mountain and Brushy Mountain and is visible from the Appalachian Trail at a distance of less than two miles; and

WHEREAS, the Property is bordered on three sides by the Jefferson National Forest; and

WHEREAS, the 1999 Craig County Comprehensive Plan includes as a goal the conservation of forest and recreation areas to "maximize the benefits, while preserving the natural resources for future generations."

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantor does 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 144 acres more or less described below, located in Craig Creek Magisterial District, Craig County, Virginia near Canterbury Church, fronting on State Route 621 (Craig Creek Road), and hereinafter referred to as the "Property:"

Parcel A:

BEGINNING at a point on the north side of Virginia Highway Route 621 (30 ft. wide) on the west line of the now or formerly D. L. Francisco property; thence leaving Virginia Highway Route 621 and with the now or formerly Francisco property, N. 14 degrees 15' W. 460 ft., more or less, to a stone and iron pipe on the east side of a flat ridge; thence leaving the now or formerly Francisco property and with the southwest line of the U. S. Forest Service Tract 831, N. 67 degrees 30' W. 2878.92 ft. to a stone on top of a ridge in the edge of an old skid road; thence S. 85 degrees 00' W. 379.50 ft. to a stone on the south bank of a deep gully; thence N. 15 degrees 15' W. 217.80 ft. to a stone on the southeast slope of a hill and on the southeast line of the U. S. Forest Service Tract 394-a; thence with the same, S. 47 degrees 00' W. 280.00 ft. to a point; thence leaving the U. S. Forest Service property and with a new line through the property of Craig Valley Partners, being the northeast line of Parcel "B", S. 46 degrees 58' 35" E. 3465.81 ft. to a point on the northwesterly side of Virginia Highway Route 621; thence with the same, N. 28 degrees 36' 50" E. 205.03 ft. to a point of curve; thence with a curved line to the right whose radius is 345.00 ft. and whose chord is N. 42 degrees 08' 20" E. 161.37 ft., the arc length of 162.88 ft. to a point of tangent; thence N. 55 degrees 39' 50" E. 252.53 ft. to a point; thence N. 47 degrees 44' E. 207.34 ft. to a point; thence N. 54 degrees 58' E. 244.54 ft. to a point; thence N. 50 degrees 04" E. 63.53 ft. to a point; thence N. 43 degrees 42' E. 90 ft. more or less to THE PLACE OF BEGINNING, containing 71.5 acres, more or less and being designated as Parcel A on plat from records showing property of "Craig Valley Partners, to be conveyed to Wayne E. Dillon", prepared by Raymond C. Weeks, Certified Land Surveyor, dated March 17, 1978; and

Parcel B:

BEGINNING at a point on the northwest side of Virginia Highway Route 621 (30 ft. wide) at the south corner of Parcel A as shown on Plat prepared from records by Raymond C. Weeks, Certified Land Surveyor, dated March 17, 1978; thence leaving Virginia Highway Route 621 and with the southwest line of Parcel A, N. 46 degrees 58' 35" W. 3465.81 ft. to a point on the southeasterly line of the U. S. Forest Service Tract 394-a; thence with the same, S. 47 degrees 00' W. 492.20 ft. to a stone; thence with the east line of the same, S. 00 degrees 15' E. 1118.70 ft. to a chestnut oak with U.S.F.S. concrete post #1045 at the southeast corner of U. S. Forest Service Tract 394-a; thence leaving the same and with seven new lines through the property of Craig Valley Partners, being the northerly line of Parcel C, N. 68 degrees 41' E. 303.24 ft. to a point; thence S. 70 degrees 59' E. 343.76 ft. to a point; thence S. 45 degrees 19' E. 639.94 ft. to a point; thence S. 62 degrees 16' E. 590.88 ft. to a point; thence S. 42 degrees 34' E. 133.05 ft. to a point; thence S. 1 degree

39° E. 243.10 ft. to a point; thence S. 40 degrees 45' 47" E. 607.23 ft. to an iron pin at the west corner of the New Canterbury Christian Church property; thence with northwesterly and northeasterly lines of the same, N. 79 degrees 17' E. 179.00 ft. to an iron pin; thence S. 8 degrees 43' E. 147.67 ft. to a point on the northwest side of Virginia Highway Route 621; thence with the same with a curved line to the left whose radius is 385.00 ft. and whose chord is N. 40 degrees 49' E. 46.75 ft., the arc length of 46.77 ft. to a point of tangent; thence N. 37 degrees 20' 10" E. 574.65 ft. to a point of curve; thence with a curved line to the right whose radius is 285.00 ft. and whose chord is N. 42 degrees 40' 35" E. 53.05 ft., the arc length of 53.13 ft. to a point of tangent; thence N. 48 degrees 01' E. 184.37 ft. to a point of curve; thence with a curved line to the left whose radius is 285.00 ft. and whose chord is N. 38 degrees 18' 55" E. 96.05 ft., the arc length of 96.51 ft. to THE PLACE OF BEGINNING, containing 73.2 acres, more or less, and being designated as Parcel B on Plat from records showing property of "Craig Valley Partners, to be conveyed to Wayne E. Dillon", prepared by Raymond C. Weeks, Certified Land Surveyor, dated March 20, 1978.

The above-described tracts are shown as parcel A-2 and A-3 on Tax Map 117 among the land records of Craig County and total 144 acres more or less. 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 may not transfer or convey the open-space easement herein conveyed to the Grantee 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 there under.

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

1. **TRASH.** 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 laws and regulations.
2. **SIGNS.** Display of billboards, signs, or other advertisements which are visible from outside the Property 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.** The Property shall not be divided or subdivided into more than two (2) parcels.
4. **MANAGEMENT OF FOREST.** Management of forest resources, including commercial timber harvest, shall be in accord with a forest stewardship plan approved by the Grantee. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material forestry activity is undertaken. No clear-cutting shall be permitted on the property unless it is found to be necessary for the health of the forest and prior written approval has been obtained from the Grantee. The primary objectives of the forest stewardship plan shall be forest stand management to maintain the health of the forest and maintenance of a scenic forest. The Grantor shall notify the Grantee no later than 30 days prior to the start of any material forest activity as well as within 7 days of its completion.
- 4a. **RIPARIAN BUFFER.** A forested buffer extending 35 feet where property lines permit from each bank of California Hollow Creek and Ruben Springs and from both banks of Muddy Branch shall be maintained. This buffer shall be protected from degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted, provided that the function of the buffer to protect water quality is not impaired.
5. **GRADING, BLASTING, MINING.** 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 6. 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.
6. **BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure shall be built or maintained on the Property other than:
 - (i) two single family dwellings and non-residential outbuildings or structures commonly and appropriately incidental thereto,
 - (ii) two secondary dwellings not to exceed 2,500 square feet of livable space and non-residential outbuildings or structures commonly and appropriately incidental thereto, and
 - (iii) farm buildings or structures, provided that farm buildings or structures exceeding 2,500 square feet in ground area may not be constructed on the Property unless prior written approval for said building or structure is obtained in writing from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property; for the purposes of this subparagraph

- a farm building or structure shall refer to a building or structure originally constructed and used for the activities specified in paragraph 7(i);
- (iv) private roads and utilities that serve permitted buildings or structures may be constructed.

- 7. INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, viticulture, aquaculture, silviculture, horticulture, and equine activities, (ii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that are consistent with the conservation values herein protected, (iii) activities that 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.
- 8. ENFORCEMENT.** 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. The Grantor hereby grants to the Grantee the right to bring an action at law or in equity to enforce the conservation restrictions contained herein, specifically including the right to require restoration of the Property to a condition of compliance with the terms of this easement, to recover any damages arising from non-compliance, and to enjoin non-compliance by ex parte temporary or permanent injunction. If the court determines that the Grantor failed to comply with this easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by the Grantee.
- 9. NOTIFICATION OF TRANSFER.** The Grantor 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 or other appropriate reference.
- 10. EXTINGUISHMENT.** The Grantor agrees that the donation of the perpetual conservation restriction in this easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. If a subsequent unexpected change in the conditions surrounding the Property makes impossible or impractical the continued use of the Property for the conservation purposes specified herein, the restrictions set forth in the easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of section 10.1-1704 of the Virginia Code. In any sale or exchange of the Property subsequent to such extinguishment, the Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set out above, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. The Grantee shall use all its share of the

proceeds from the sale of such property in a manner consistent with the conservation purposes of this easement and of the Open-Space Land Act.

11. PARTIES TO EASEMENT: The covenants, terms, conditions and restrictions contained in this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" used herein shall include, respectively, the above-named Grantor and his/her personal representatives, heirs, successors and assigns, and the above-named Grantee and its successors and assigns.

If any provision of this easement or the application thereof to any person or circumstance is found to be invalid, the remaining provisions of this easement shall not be affected thereby.

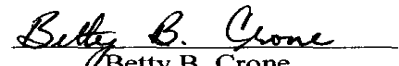
Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to or, use with respect to the Property. The Grantor hereby retains the exclusive right to such access and use, subject to the terms hereof.

The parties hereto agree and understand that any value of this donation claimed for tax purposes must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS 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 Virginia Outdoors Foundation makes no express or implied warranties regarding whether any tax benefits will be available to Grantor from 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.

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.

WITNESS the following signatures and seals.


Glenn Frank Crone


Betty B. Crone

P.O. # Glenn Frank Crone

Accepted:

VIRGINIA OUTDOORS FOUNDATION,

By:


Tamara A. Vance, Executive Director