

This sample deed is provided to assist landowners and their attorneys in preparing deeds of conservation easement to be conveyed to Stafford County, Virginia and/or other eligible entities as appropriate. As each property contains unique conservation values, staff may recommend provisions appropriate to individual properties. Landowners should discuss present and future land management practices with staff before preparation of the deed of easement. Stafford County does not provide legal or tax advice or warrant that this sample will meet IRS or Virginia Department of Taxation requirements.

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

Prepared by:
Owners' attorney name and contact information

Return to:
Stafford County
Department of Planning and Zoning
P.O. Box 339
Stafford, VA 22555

TAX MAP PARCEL NO. _____

Exemption: VA Code § 58.1-811(A)(3)

Consideration: \$_____

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20__, by and between _____, having an address of _____, ("Grantors") and STAFFORD COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County" or "Grantee"), whose address is 1300 Courthouse Road, Stafford, Virginia 22554, *and other agency if applicable (collectively, "Grantees")*. Grantors and Grantee are sometimes collectively referred to in this Conservation Easement as the "Parties."

This Conservation Easement is acquired by Stafford County, Virginia under the authority of the Open Space Land Act, Va. Code §§ 10.1-1700 et seq. The protection of the Property (hereinafter defined) provided by this Conservation Easement is perpetual in nature and not

extinguishable at the option of the Grantors or Stafford County, except pursuant to the provisions of the Open Space Land Act, and the other provisions hereof.

RECITALS

WHEREAS, Grantors own in fee simple _____ acres, more or less, of certain real property in Stafford County, Virginia, and more particularly described in Exhibit A attached hereto, (the “Property”), and to be recorded herewith. The address of the Property is _____ . The Property is identified on Stafford County Tax Map __, as Parcel _____;

WHEREAS, the Property consists of ____ acres of agricultural lands, woodlands, and significant, relatively natural habitat for plants and animals *[insert/remove applicable lands]*;

WHEREAS, in recognition of the “Conservation Attributes,” defined below in Article II, Grantors intend hereby to grant this perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below;

WHEREAS, Grantee is a political subdivision of the Commonwealth of Virginia (“Commonwealth”) and a “qualified organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code (“IRC”) (references to the IRC in this Conservation 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 provision of any subsequent federal tax laws and regulations) and Treasury Regulations Section 1.170A-14(c)(1) and is willing to accept a perpetual conservation and open-space easement over the Property as set forth herein;

[Insert additional clauses needed for additional agencies]

WHEREAS, Virginia Code §§ 10.1-1700 through 10.1-1705 (“Open Space Land Act”) declare that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration, and encouraging more economic and desirable urban development; helping provide or preserve necessary park, recreational, historic, and scenic areas, and conserving 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;

WHEREAS, pursuant to the Open Space Land Act, the “Conservation Purposes” (hereinafter defined) of this Conservation Easement include retaining and protecting the open-space and natural resource values of the Property, assuring the Property’s availability for, among other uses, agricultural and forestal uses. The limitations on division, residential construction, and commercial and industrial uses contained in Article III ensure that the Property will remain perpetually available for agriculture, livestock production, forest, or open-space use, all as more

particularly set forth below;

WHEREAS, Virginia Code §§ 10.1-1700 *et seq.* and 10.1-1800 *et seq.* declare it to be the public policy of the Commonwealth to encourage preservation of open-space land, which includes land which is provided or preserved for agricultural and forestal production, and Virginia Code § 10-1700 *et seq.* authorizes the County to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth;

WHEREAS, as required under Virginia Code § 10.1-1701, the use of the Property as open-space land conforms to the Stafford County Comprehensive Plan 2016-2036, 2021 5-Year Update, dated September 22, 2021, and adopted November 16, 2021, as last amended (the “County Plan”), and the Property is designated as Agricultural/Rural [*or applicable designation*] on the County’s future land use map;

WHEREAS, this Conservation Easement is intended to constitute (i) a “qualified conservation contribution” as defined in IRC Section 170(h)(1) as more particularly explained below, and (ii) a qualifying “interest in land” under the Virginia Land Conservation Incentives Act of 1999 (Virginia Code § 58.1-510 *et seq.*);

WHEREAS, this Conservation Easement is intended to be a grant “exclusively for conservation purposes” under IRC Section 170(h)(1)(C) because it effects “the preservation of open space (including farmland and forest land)” under IRC Section 170(h)(4)(A)(iii). Specifically, the preservation of open-space on the Property is pursuant to clearly delineated federal, state, and local clearly delineated governmental conservation policies and will yield a significant public benefit;

WHEREAS, this Conservation Easement is an open-space easement in gross and constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

i. Land conservation policies of the Commonwealth as set forth in:

1. Article XI, Section 1 of the Virginia Constitution, 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.

2. The Open-Space Land Act which states in Virginia Code § 10.1-1700 that “assuring the availability of real property for agricultural...use” is one of the purposes of open-space easements and that open-space land means, among other lands, land which is provided or preserved for “agricultural and forestal production” and in § 10.1-1703, which states that “[w]henever practicable in the judgment of the public body, real property acquired pursuant to this chapter shall be made available for agricultural and timbering uses which are compatible with the purposes of this chapter.”

3. Virginia Code §§ 10.1-1804;

4. Agricultural and Forestal Districts Act, Virginia Code §§ 15.2-4300 through 15.2-4314, which declares that it is the policy of the Commonwealth to conserve and protect and to encourage the development and improvement of the Commonwealth's agricultural and forestal products; and

5. Virginia Land Conservation Incentives Act of 1999, §§ 58.1-510 through 58.1-519, 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.

ii. Land use policies of Stafford County as set forth in:

1. The County Plan, which the restrictions set forth in this Conservation Easement conform to, and which include, but are not limited to, the following: to “discourage growth in the Rural areas outside the Urban Services Area; preserve rural and agricultural areas of Stafford County and establish mechanisms for ensuring their continued protection from development, including continuing the support of the Purchase of Development Rights program and encourage private landowner dedication of conservation easements; retain the scenic quality of rural county roads; encourage active agricultural uses; encourage the local production and purchase of food and fiber; and promote alternative rural economic development (e.g. agritourism); maintain large stands of trees on forested tracts of land, and consider connectivity of open space areas to enhance wildlife movements;”

2. Stafford County Purchase of Development Rights Ordinance, Stafford County Code Chapter 22A-1, authorizes the County to acquire conservation easements for the conservation purposes described in said Ordinance.

3. The County's formal practices in reviewing and accepting this Conservation Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Conservation Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Conservation Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth. The Parties believe that such review and acceptance of this Conservation Easement by the Grantee establishes a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii); and

4. Stafford County Code Sec. 23-26 *et seq.* that provides for land-use value assessment of the Property to encourage the preservation of the Property as real estate devoted to agricultural, forestal, horticultural, or open-space uses, which ordinance was enacted pursuant to Virginia Code § 58.1-3231.

WHEREAS, the Property contains natural and open-space conservation values;

WHEREAS, the Property is located in the A-1, Agricultural Zoning District [*insert appropriate district if not A-1*];

WHEREAS, pursuant to Stafford County Code Sec. 28-34, “[t]he purpose of the A-1 district is to reserve areas for traditional agricultural activities and to provide for their continuation as well as preservation of areas of rural character [*amend as necessary*];”

WHEREAS, the Conservation Attributes of the Property are as described in the preceding paragraphs and in the Baseline Documentation Report (“BDR”) described in Article VIII below;

WHEREAS, this Conservation Easement will yield a significant public benefit to the citizens of Stafford County, the Commonwealth of Virginia, and the United States, as set forth in these recitals and in Article II below;

WHEREAS, Grantors and Grantee desire to protect in perpetuity the Conservation Attributes by restricting the use of the Property as set forth in Article III; and

WHEREAS, Grantee has determined that the restrictions set forth in Article III will preserve and protect in perpetuity the Conservation Attributes and will limit the use of the Property to those uses consistent with, and not adversely affecting, the Conservation Attributes and the governmental conservation policies furthered by this Conservation Easement;

WHEREAS, Grantee, by accepting this Conservation Easement, designate the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act, the County Plan, and the Stafford County Purchase of Development Rights Ordinance;

WHEREAS, Grantee’s acquisition of this Conservation Easement furthers the purposes of Stafford County’s Purchase of Development Rights Program in that the acquisition, among other things, assures that Stafford County resources are protected and efficiently used, establishes and preserves open-space, and furthers the goals of the County Plan to protect Stafford County’s natural, scenic, and historic resources; to promote the continuation of a viable agricultural and forestal industry and resource base; and to protect the quality of Stafford County surface water and groundwater resources;

WHEREAS, the County has agreed to pay the sum of _____ Dollars (\$_____) to Grantors as partial monetary consideration for granting this Conservation Easement;

WHEREAS, [*insert other funding source and information*];

WHEREAS, the County and Grantors have entered into a purchase agreement under

which the County has agreed to pay the Grantors the sum of _____ (\$_____) for this Conservation Easement;

WHEREAS, the Parties intend that any difference between the amount paid by Grantee to Grantors for this Conservation Easement, and the fair market value of this Conservation Easement, as defined in Treasury Regulations section 1.170A-1(C)(2), be a charitable contribution from Grantors to Grantee and that the sale of this Conservation Easement be a “bargain sale” within the meaning of Sections 1011(b) and 170 of the IRC and Section 1.170A-1(h) of the Treasury Regulations; and

WHEREAS, for purposes of this Conservation Easement, the term “Grantors” shall mean the Grantors, or any of them, and their successors in title to the Property, any portion thereof, or interest therein, and the term “Grantee” shall mean the Grantee, its their duly authorized employees and agents, and its successors in title to this Conservation Easement.

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$_____) cash in hand paid, the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions hereinafter set forth, and as a bargain sale, as aforesaid, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantors unconditionally and irrevocably hereby do grant and convey unto Grantee, their successors and assigns in title to this Conservation Easement, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The above paragraphs are incorporated as if more fully set forth herein.

ARTICLE I. GRANT AND DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantee against Grantors and their successors and assigns in title to the Property, any portion thereof, or interest therein.

ARTICLE II. CONSERVATION PURPOSES

The “Conservation Attributes” of the Property are described in the Recitals, and in the BDR, described in Article VIII below, and include certain natural, agricultural, forestry, environmental, rural, woodland and wetland characteristics *[insert/remove other attributes as applicable]* of the Property. The provisions of this Conservation Easement seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition for the following purposes: (1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; and (2) the preservation of open space pursuant to a clearly delineated Federal, State, and local governmental conservation policies and which yields a significant public benefit.

The purposes of this Conservation Easement (the “Conservation Purposes”) are (i) to preserve and protect in perpetuity the Conservation Attributes, and other significant conservation interests (to the extent that it is not necessary to impair such other interests to protect the Conservation Attributes); and (ii) to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes. The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures (as defined below) governed by this Conservation Easement. Other than the specifically enumerated uses and activities described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purposes is permitted. All manner of industrial activities and uses are prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purposes of this Conservation Easement, Grantors shall notify Grantee in writing before undertaking such activity pursuant to Article V. All activities permitted on the Property by the provisions of this Conservation Easement shall be undertaken only in a manner that is consistent with the Conservation Purposes.

B. Agricultural Uses and Activities. “Agriculture” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, silviculture, shrubs, plants and other vegetation including hops, and viticulture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, provided that the application of such chemicals does not impair the Conservation Attributes; harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

No feedlot is permitted on the Property. For purposes of this provision “feedlot” means an enclosed area where livestock is fed and fattened for commercial slaughter as opposed to the grazing of livestock on growing vegetation in open fields or pastures, or winter feeding of livestock in open fields or pastures.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other economic benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which a Grantor is a nonprofit corporation, such Grantor may conduct only those Commercial uses or activities that are (i) directly related to such Grantor’s mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that

are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

- (1) Commercial timber management and harvesting pursuant to Article III. M below;
- (2) Mitigation activities, pursuant to Article III.K below; and
- (3) Commercial Agriculture.

D. Private Passive Recreational Uses and Activities. “Private” means the intensity of activity that could reasonably be expected in proportion to the number of owners of the Property. “Passive Recreation,” or “Passive Recreational” as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, horseback riding, camping, and cross-country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all-terrain vehicle (“ATV”) courses, off road vehicle (“ORV”) courses and the use of off-road vehicles for purposes other than Property maintenance and inspection, and off highway vehicle (“OHV”) courses are prohibited on the Property. The use of ATVs, ORVs, and OHVs for purposes other than Property maintenance and inspection is prohibited.

E. Structures, Buildings, Dwellings, and Means of Access. “Structure” means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. “Building” means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. “Dwelling” means a structure which is designed and used for residential purposes. “Means of Access” means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

There are, as of the “Effective Date” (the date upon which this Conservation Easement was first put to record in the Office of the Clerk of the Circuit Court of Stafford County, Virginia), *[describe as applicable]* _____ Structures, Buildings or Dwellings located on the Property. Structures, Buildings, Dwellings, and Means of Access are prohibited on the Property, except the following:

(1) One (1) single-family detached Dwelling, not to exceed _____ (____) square feet Gross Floor Area. A permitted Dwelling may be occupied, remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee;

(2) Non-residential Structures and Buildings designed, constructed and utilized in connection with the permitted Agricultural uses of the Property and non-residential structures such as hunting stands and blinds, and wildlife feeding stations, provided that any such Structure and/or Building is/are subject to Grantee’s approval in accordance with the provisions of this Conservation Easement. This provision shall not be construed as to permit what is otherwise

defined herein as a Dwelling, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property

(3) All new Buildings, Structures and Dwellings on the property exceeding 500 square feet in ground area must be located in specific areas of the Property designated as “Building Envelopes”. Grantor and Grantee have identified such Building Envelopes as shown on the sketch attached hereto as Exhibit _____. Such buildings, structures and dwellings are supportive of the permitted activities on the Property, and the location of any such buildings, structures and dwellings in the Building Envelopes is intended to support the conservation purpose of this Conservation Easement and to help prevent adverse impact to the Conservation Values of the Property.

(4) Means of Access to support the Agricultural use of the Property, including timber management and harvesting as provided for in Article III.M, below; provided, however, that such Means of Access is subject to Grantee’s approval in accordance with the provisions of this Conservation Easement; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed _____ (_____) square feet [*typically 1.5% of total property size*]. “Impervious Surface” means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

F. Utilities. Grantors may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property, except for utilities located within existing rights-of-way, provided that use of such rights-of-way is consistent with the terms of such rights-of-way. “Utilities” include, but are not limited to, electric power lines and facilities, and communication lines and facilities, but exclude cell towers and wind generators. Utilities that do not serve permitted structures on the subject property require Grantee’s review and prior written determination and approval that the construction and maintenance of such utilities will not impair the Conservation Purposes, as specified by this Conservation Easement.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantee as specified by this Conservation Easement.

H. Division. The division, partition or subdivision of the Property or the conveyance of any part of the Property separately from any other part of the Property (collectively “Division”), including the lease of any portion of less than one hundred percent (100%) of the Property for a

term in excess of twenty (20) years, is prohibited.

Grantors retain the right to adjust the boundaries of the Property (but not the boundaries of this Conservation Easement) and to convey separately any portions of the Property absorbed into adjoining parcels as a result of such adjustment, provided that (i) all land subject to this Conservation Easement prior to such adjustment remains subject to this Conservation Easement after the adjustment; (ii) the boundary adjustment does not result in any development that could not occur but for such adjustment; and (iii) that the boundary adjustment does not increase the intensity or extent of use of the Property beyond that which could exist without such boundary adjustment. Grantors shall notify Grantee in writing prior to undertaking any such boundary adjustment and shall include with such notice a map showing the existing and proposed new boundary resulting from the adjustment.

I. Buffer Requirements. To protect water quality and natural habitat, the following must be maintained on the property:

A one hundred (100)-foot vegetative buffer area located adjacent to and landward of any water bodies with perennial flow; tidal wetlands; non-tidal wetlands connected by surface flow and contiguous to tidal wetlands or water bodies with perennial flow; and tidal shores, as shown in the BDR. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. *[Add 50-foot buffer for intermittent streams, as agreed upon by Grantor and Grantee]* Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses as defined in Article III.D which require water access, subject to Grantee's approval as specified by this Conservation Easement; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees; (5) access to portions of the Property which are accessible only by crossing said water body (including the provision of access for Forest Management, as provided in Article III.M ; (6) livestock stream crossings in accordance with an approved Agricultural/Soil and Water Conservation Plan; (7) enhancement of Wetlands, wildlife habitat or water quality, and Mitigation as provided in Article III.K; and/ or (8) installation of facilities as necessary to control and manage stormwater run-off from neighboring property. *[Add any other permitted activities agreed upon by Grantors and Grantee]*. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip. Livestock shall be excluded from the buffer strips.

J. Wetlands. "Wetlands" mean portions of the Property defined by Virginia state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited. All Wetlands existing on the Property as of the Effective Date are identified in the BDR.

K. Mitigation. Within the buffers required by this Conservation Easement and the Wetlands described herein, Grantors may undertake activities to restore or enhance wetlands or

streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, nutrient offsets (including re-forestation), biological carbon sequestration and biodiversity mitigation.

(1) 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, the Virginia Department of Environmental Quality, and/ or another governmental agency.

(2) Grantors agree to provide written notice to Grantee as specified by this Conservation Easement, 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.

(3) 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 permitted herein.

(4) Grantee shall have neither responsibility nor liability for mitigation activities on the Property, including monitoring and enforcement.

L. Agricultural Plan, Conservation Plan and/or Soil Conservation and Water Quality Plan. The application of Best Management Practices, as such term is currently defined (or, if agreed to by the Parties, as such term may be defined in the future) and established by the Virginia Department of Conservation and Recreation, *[or other applicable agency]* shall be undertaken in all agricultural activities conducted upon the Property to control erosion and sedimentation and to protect water quality, pursuant to a "Conservation Plan." A Conservation Plan shall be submitted by Grantors to Grantee for approval within two (2) years of the Effective Date, unless additional time is requested in writing by Grantors and approved in writing by Grantee. The Conservation Plan shall be developed using said Best Management Practices.

Furthermore, Grantors may implement new, improved methods for agricultural activities on the Property, and in general for management of the natural resources of the Property, as those methods become available; provided that such methods are consistent with the Conservation Plan, which may be amended to accommodate such new methods if necessary, but only pursuant to said Best Management Practices.

In the event that any or all of the land area under this easement is converted from its current forested state to agriculture use, then, for the portion converted, within one (1) year of the conversion date, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and

Water Plan”) prepared and approved by the local Soil Conservation District or similar entity as agreed upon by Grantors and Grantee which lists soil erosion and water quality problems on the Property and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of approval of the Soil and Water Plan. Exceptions may be considered by Grantee on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

M. Forest Management. Best Management Practices, as such term is currently defined (or, if agreed to by the Parties, as such term may be defined in the future) and established by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest (other than those excluded by following paragraph) or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for review thirty (30) days before beginning any material timber harvest to allow Grantee to determine that the pre-harvest plan is in compliance with the Forest Stewardship Management Plan. Without limiting the foregoing requirement regarding submission of pre-harvest plans, Grantee shall be notified thirty (30) days prior to the clearing of over ten (10) acres of forestland for conversion into grassland, crop land, or in association with the construction of permitted buildings.

Neither a Forest Stewardship Management Plan nor a pre-harvest plan shall be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures, (ii) cutting of trees for trail clearing, (iii) cutting of trees for firewood, or for other domestic uses of Grantors, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

N. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited. Soil, rock, other earth materials, vegetative matter, or compost may not be placed on the Property except when reasonably required for (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become operators or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

O. Excavation; Surface and Subsurface Extraction of Minerals. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other

permitted uses on the Property, (3) Wetlands or stream bank restoration, (4) permitted Mitigation activities, or (5) the construction and/or maintenance of permitted Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of surface or subsurface mining or mineral extraction is prohibited.

P. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners of the Property; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the Property's protection under this Conservation Easement; (6) provide directions to permitted uses on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law. Any signs permitted herein shall also comply with all applicable sign laws, regulations, and ordinances. No sign may be internally lighted.

Q. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or activities or uses not prohibited by this Conservation Easement shall be exercised in a manner that is consistent with the Conservation Purposes, and so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, and the natural topographic and open space character of the Property.

R. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantors' Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the terms of this Conservation Easement.

S. Management of Destructive Species. Grantors may take such reasonable actions as are necessary to control depredation by destructive species, such as beavers, on the Property.

T. Height Restrictions.*[if applicable]* The erection, construction, installation, or alteration, whether public or private, of any structure, building, antenna, tower, wire, or other obstruction, whatever its nature, extending more than one hundred and ten (110) feet above ground level is prohibited without the prior expressed written consent of *[applicable agency]*.

U. Lighting Equipment. *[if applicable]* Lighting equipment, including floodlights and searchlights, and all protective lighting, such as streetlights, shall have positive optical control so that no direct light is emitted above the horizontal plane of the light fixture and located so that

lighting does not interfere with military training activities associated with the Installation and Demolitions Military Operations Area *[if applicable in areas near MCB Quantico]*.

V. Visual Hazards. *[if applicable]* No operations of any type are permitted on the Property that produce smoke, glare or other visual hazards that may pose a danger to aircraft operating from the Installation *[if applicable in areas near MCB Quantico]*. Notwithstanding the above, (1) controlled burns for agricultural purposes, habitat improvement and/or mitigation of fire hazards are permitted with Grantors notification of Grantee no less than forty-eight (48) hours prior to commencement of said activities, and (2) the burning of reasonable amounts of yard debris is permitted without prior notification.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property, or to enter into and realize the income from wetlands restoration or mitigation on the Property pursuant to any governmentally approved mitigation banking plan or scheme. Grantors hereby grant to Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE'S APPROVAL PROCESS

A. 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 *[and other agency if applicable]* is expressly required by the terms of this Conservation Easement, until they have notified Grantee in accordance with this Article V and obtained approval therefor from Grantee.

B. In addition to the requirements of the preceding paragraph, this Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions on the Property Grantee must first give their permission, consent or approval. Whenever the provisions of this Conservation Easement require the permission, consent or approval of Grantee, or where such provisions require Grantors to provide notice to Grantee, Grantors shall submit to Grantee a written and visual description of the request for which approval is sought or notice is provided, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request or notice. Said materials shall be submitted prior to any site work, or the start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall evaluate the submission for completion and may require of Grantors additional information necessary for a

complete submission. When Grantee deems the submission complete (“Request”), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, each Grantee shall consider the specific provision or provisions of this Conservation Easement requiring the approval and said approval shall be granted or denied based on such Grantee’s sole discretion as to whether the Request conforms to the Conservation Attributes and the Conservation Purposes. *[Approval is required by both Grantees, if applicable]*.

If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantee shall consider the impact of such utilities or roadways on the Conservation Attributes and the consistency of such utilities or roadways with the Conservation Purposes. Grantee shall also consider the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantee for Grantee’s actual administrative costs and/or attorneys’ fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project; and
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Structure or are seeking approval of a Division, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

C. Grantee shall provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the Parties. Failure of Grantee to act within the time provided shall not be deemed an approval by such Grantee.

D. If an independent qualified biologist, based upon a physical examination of the Property, advises Grantee of the existence of a rare, threatened, or endangered species on the Property that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise

result in a violation of a Provision of this Conservation Easement, Grantee, in its sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantee and Grantee's employees and agents shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the provisions of this Conservation Easement. Grantee shall provide at least ten (10) days' prior written notice to Grantors at their address set forth in this Conservation Easement, unless Grantee determines that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required. Nevertheless, in the event of such immediate entry, Grantee shall provide written notice to Grantors as soon as practical after such entry, describing the reason for such entry, the actions taken during such entry, and the provision(s) of this Conservation Easement supporting such entry. During such immediate entry, Grantee shall limit its actions to those necessary to prevent, terminate or mitigate such threatened or actual violation.

In the course of such inspection, Grantee may inspect the interior of Structures and Buildings permitted by Article III.E(1) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Grantee and Grantors as to whether a Structure or Building is a Dwelling which would not otherwise be permitted by this Conservation Easement, such Structure or Building shall be deemed to contain a Dwelling unless proven otherwise by the Grantors.

B. Upon any breach of a provision of this Conservation Easement by Grantors, Grantee may institute suit to enjoin any such breach or enforce any provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition existing on the Effective Date, except for changes in such original condition that occurred in compliance with the provisions of this Conservation Easement, at the expense of Grantors. Before instituting such suit, Grantee shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Grantee need not provide such notice and cure period if Grantee determines that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Grantee to enforce any provision of this Conservation Easement shall discharge or invalidate such provision or any other provision or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

[D. Each Grantee has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Grantee does not agree as to whether the Grantors are complying with the Provisions, each Grantee may proceed with enforcement actions without the consent of the other Grantee].

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

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever. With the approval of Grantee, as specified by this Conservation Easement, Grantors shall have the right to make rules and regulations for different types of public uses, and to control or limit any such public access, by posting or other means, to assure compliance with the Conservation Purposes and in order to prevent unreasonable interference with Grantors' reserved rights hereunder and other lawful uses of the Property. Grantors claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law.

ARTICLE VIII. BASELINE DOCUMENTATION

Grantors have made available to Grantee, prior to conveyance of this Conservation Easement, documentation sufficient to establish the condition of the Property on the Effective Date, such documentation to be known as the Baseline Documentation Report (BDR). The BDR describes the condition and character of the Property on the Effective Date. The BDR may be used to determine compliance with and enforcement of the terms of this Conservation Easement. However, the Parties are not precluded from using other relevant evidence or information to assist in that determination. The Parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property on the Effective Date, and contains a statement signed by Grantors and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is conveyed. Grantors, and their successors and assigns in title to the Property, any portion thereof, or interest therein, further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

C. Warranties. Grantors who signed this Conservation Easement on the Effective Date (“Original Grantors”) are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. *[If applicable, the Original Grantors warrant that there are no Dwellings located on the Property on the Effective Date].*

D. Continuing Duties of Grantors. For purposes of this Conservation Easement, if any owner of the Property has violated any term of this Conservation Easement, they shall continue to be liable therefor even after conveying the Property to a third party.

ARTICLE X. GRANTEE’S PROPERTY RIGHT; EXTINGUISHMENT; CONVERSION or DIVERSION

A. Property Right of Grantee. Grantors agree that the conveyance of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Easement, on the Effective Date, bears to the value of the Property as a whole at that time. That proportionate value shall remain constant.

B. Extinguishment. If any unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the Property for the Conservation Purposes, the provisions of this Conservation Easement can be extinguished through a judicial proceeding. When a change in conditions gives rise to such extinguishment the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement described in Article X.A above. Grantee shall use any such proceeds in a manner consistent with the Conservation Purposes.

C. Conversion or Diversion. To comply with the mandatory requirements of the Open-Space Land Act pursuant to which this Conservation Easement is granted, Grantors and Grantee agree that this Conservation Easement is perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use unless (i) the same is determined by the Grantee to be (a) essential to the orderly development and growth of Stafford County, Virginia,

and (b) in accordance with the official comprehensive plan for Stafford County, Virginia in effect at the time of such conversion or diversion; and (ii) there is substituted other real property which is (a) of at least equal fair market value, (b) of greater value as permanent open-space land than the land converted or diverted, and (c) of as nearly as feasible equivalent usefulness and location for use as permanent open-space land as is the land subject to diversion, conversion or extinguishment. In such case, the County shall assure that the property substituted will be subject to the provisions of the Open-Space Land Act.

Further, any conversion or diversion shall comply with Article X.B. above.

D. Merger. Grantors and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Deed of Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any “qualified organization” within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances from such assignee that the Conservation Purposes will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the non-assigning Grantee. If said non-assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a “qualified organization” within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless it is a condition of such assignment that the assignee will carry out the Conservation Purposes.

B. Amendment. Grantors and Grantee recognize that circumstances could arise that justify an amendment of certain of the provisions contained in this Conservation Easement. To this end, Grantors and Grantee may agree to amend to this Conservation Easement; provided, however, that:

- (1) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;
- (2) Proposed amendments will not be approved unless, in the opinion of each Grantee, *[as well as other party if applicable]*, the requested amendment satisfies the more

stringent of the following: (i) the amendment either enhances or has no adverse effect on the Conservation Purposes; and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity;

(3) The amendment must be in conformity with Grantee's policies in effect at the time of the amendment;

(4) The amendment must be executed by all Grantors and Grantee and must be recorded in the Office of the Clerk of the Circuit Court of Stafford County, Virginia; and

(5) No amendment may reduce the area of land originally made subject to this Conservation Easement.

C. Compliance with Other Laws. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

Although this Conservation Easement is granted to, and will be held and administered in part by the County, none of the provisions of this Conservation Easement shall be deemed to allow a use of, or activity on, the Property that is inconsistent with the ordinances or regulations of Stafford County, Virginia, or any other state or federal law or regulation (collectively, "Regulation"). In the event of any conflict between a provision of this Conservation Easement and the provision of any Regulation, the more restrictive provision shall govern.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantors, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the Conservation Purposes, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia and the United States, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

Grantors intend that the grant of this Conservation Easement qualify as a "qualified

liability company or corporation, shall include such company's members and such corporation's shareholders. Any reference to a Grantor that is a partnership shall include the partners in such partnership.

J. Counterpart Signatures. The Parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

K. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto Stafford County, Virginia, its successors and assigns in title to this Conservation Easement, [*and unto other agent as applicable,*] forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, and their successors and assigns in interest to the Property, any portion thereof or interest therein, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

[Signatures begin on the following page.]

GRANTOR:

STAFFORD COUNTY, VIRGINIA, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

The forgoing Conservation Easement is hereby accepted by Stafford County, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept the Conservation Easement on behalf of the County, as evidenced by Resolution R_____, adopted by the Stafford County Board of Supervisors on _____, 20__.

STAFFORD COUNTY, VIRGINIA

By: _____
Randal E. Vosberg, County Administrator

STAFFORD COUNTY
COMMONWEALTH OF VIRGINIA:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Randal E. Vosberg known to me (or satisfactorily proven) to be Stafford County Administrator and acknowledged that he executed the same on behalf of Stafford County for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

Approved as to form:
Virginia Code § 15.2-1802

Stafford County Attorney's Office

[Remainder of page intentionally left blank.]

[OTHER AGENCY]

By: _____

[LOCATION]

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____