


Box 25

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

Prepared by:

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Return to: Henry Stribling, Executive Director
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Consideration: \$0.00

DEED OF GIFT OF EASEMENT

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

THIS DEED OF GIFT OF EASEMENT (this “**Easement**”), made this 8th day of June, 2022, by and among **CLUBHOUSE DR, LLC**, a Virginia limited liability company, grantor (the “**Grantor**”); and **OLD DOMINION LAND CONSERVANCY, INC.**, a Virginia nonstock corporation, the address of which is 621 West Main Street, Purcellville, Virginia 20132, its successors and assigns, grantee (the “**Grantee**”).

RECITALS:

- A. Grantor is the owner in fee simple of those certain parcels of real property situated in the Town of Leesburg, Virginia, at the intersection of State Route 7 (Harry Byrd Hwy) and State Route 15 (James Monroe Highway), in Loudoun County, Virginia, containing a total of 133.57053 acres, more or less, and desires to give and convey to Grantee a perpetual conservation and open-space easement over an approximately 133.23 portion thereof as set forth and described in Exhibit A attached hereto (the “**Property**”) as herein set forth; and
- B. Chapter 10.1, Title 10.1 of the Code of Virginia of 1950, as amended, entitled “**Virginia Conservation Easement Act**,” provides for the conveyance of a conservation easement to a

- charitable corporation declared exempt from taxation pursuant to § 501(c)(3) of the Internal Revenue Code (the “**Revenue Code**”), when the primary purposes or powers of such corporation include “(i) retaining or protecting the natural or open-space values of real property; (ii) assuring the availability of real property for agricultural, forestal, recreational or open space use; (iii) protecting natural resources; (iv) maintaining or embracing air or water quality; or (v) preserving the historic architectural or archaeological aspects of real property;” and
- C. The Virginia Conservation Easement Act further provides that an organization described in the preceding paragraph may hold conservation easements which are perpetual in duration if, *inter alia*, it has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- D. §170(h)(1) of the Revenue Code defines a qualified conservation contribution as a contribution (A) of a “qualified real property interest”, (B) to a “qualified organization”, (C) exclusively for “conservation purposes”; and
- E. Revenue Code §170(h)(2)(C) defines the term “qualified real property interest” as “a restriction (granted in perpetuity) on the use which may be made of the real property” and an easement granted in perpetuity qualifies as a qualified real property interest under this section, and Treasury Regulation §1.170A-14(b)(2); and
- F. Grantee is a charitable organization exempt from taxation pursuant to §501(c)(3) of the Revenue Code, and a “qualified organization” and an “eligible donee” under §170(h)(3) of the Revenue Code and Treasury Regulations §1.170A-14(c)(1), whose purposes include those specified in the Virginia Conservation Easement Act, and has maintained a principal office in the Commonwealth of Virginia for at least five years; and
- G. §170(h)(4) of the Revenue Code defines a conservation purpose as “(i) the preservation of land areas for outdoor recreation by, or the education of, the general public, (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, (iii) the preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or (iv) the preservation of an historically important land area or certified historic structure;” and
- H. The Property has significant conservation values including:
- a. SCENIC: The Property has:
 - i. approximately 900 linear feet of frontage on the west side of State Route 15 (James Monroe Highway) which is a National Scenic Byway (known as the Journey Through Hallowed Ground National Scenic Byway), designated as such by the U.S. Secretary of Transportation on October 16, 2009, and the County of Loudoun has identified the Route 15 corridor as part of an important cultural landscape, and is within the Leesburg Historic District.

- ii. The Property is entirely within, and is a contributing primary resource to, the Journey Through Hallowed Ground National Heritage Area, which was established on May 8, 2008 by the U.S. Congress with the Consolidated Natural Resources Act of 2008.
 - b. **WATERSHED:** The Property has approximately one mile of frontage along both banks of Dry Mill Branch and Tuscarora Creek (the “**Riverine Resources**”), which has been identified by the Virginia Department of Environmental Quality as an “Impaired Water” with a Virginia Category 5A rating indicating it requires a Total Maximum Daily Load Study; and floodplain associated therewith.
 - c. **GENERAL OPEN SPACE:** The Property is substantially undeveloped, and contains features such as open space and a stream, all of which provide general open space benefits to the public.
- I. This Easement in gross 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 policies protecting the aforementioned conservation values as set forth below:
- (i) Conservation Policies established by the United States as set forth:
 - a. in the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977, including the objective to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters.”
 - (ii) Land conservation policies of the Commonwealth of Virginia as set forth in:
 - a. Section 1 of Article XI of the Constitution of Virginia, which states that it is “the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth”;
 - b. The Virginia Conservation Easement Act (Code of Virginia, §§10.1-1009 *et seq.*), which provides for the conveyance of conservation easements in perpetuity to private charitable organizations like the Old Dominion Land Conservancy, Inc. for the purposes noted above;
 - c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, 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;
 - d. Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;
 - (iii) Land use policies and objectives of the Town of Leesburg as delineated in the Legacy Town Plan of the Town of Leesburg, adopted by the Town Council on

March 22, 2022 (the “**Town Plan**”) to which plan the restrictions set forth in this deed conform as follows:

- a. The Property is specifically identified as a parcel for “special consideration” in the Town Plan which states, “The Town should continue efforts to make this property accessible as a public park. This may include working with Loudoun County and other appropriate entities to that [sic] can preserve the land and make it available as open space . . .” (Town Plan, p. 214).
 - b. The Character Elements for Leesburg’s Future section includes the following goals that would or could be achieved by preservation of the Property: “Increasing access to natural resources”; “creating a variety of new parks and open spaces”; and “continuing stewardship of the natural environment” (Town Plan, p. 12).
 - c. The Wants and Needs identified include the following that would be supported by preservation of the Property: “Interest in more green space and a more connected open space system” and “A strong desire to preserve natural and historic resources” (Town Plan, p. 14).
 - d. The Property is specifically identified as an “Area to Preserve” in the Town Plan’s Area Based Land Use Initiatives Map (Town Plan, p. 72).
 - e. The Property is identified as “Parks/Open Space/Natural Areas” on the Character Areas for Preservation & Change Map in the Town Plan (Town Plan, p. 76).
 - f. The preservation of the Property as open space park land is in keeping with the strategies to provide “Larger Open Spaces,” “Protect Fragile Natural Environments,” “Expand the Type & Number of Parks, Greenways, & Open Spaces Throughout the Town,” and “Avoid Development in the Floodplain & Riparian Buffer Protected Floodplains” as set forth in the Town Plan (Town Plan, pp. 100, 156).
- J. Pursuant to Section 10.1-1010(E) of the Virginia Conservation Easement Act, the limitations or obligations created by this Easement conform in all respects to the Town Plan as confirmed by a memorandum from Brian Boucher, Deputy Director of Planning and Zoning dated June 3, 2022, a copy of which is in Grantee’s permanent files;
- K. The specific “**Conservation Values**” of the Property are its values as open-space land preserved for open-space and rural uses, agricultural use, forestal use, scenic, natural, and watershed aspects of the Property as enumerated in Recitals H through K above and as further documented in an inventory of relevant features of the Property in the Baseline Documentation Report incorporated herein by reference and hereby acknowledged as an accurate description of the Property as of the date of donation and signed by Grantor and Grantee, to be maintained on file in the offices of Grantee, and intended to serve as an

accurate and objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement;

- L. The retention, preservation and protection of the Conservation Values pursuant to the public policies set forth above will be a significant and substantial benefit to the public;
- M. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this 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 Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia.
- N. Grantor and Grantee intend that the Conservation Values of the Property be retained, preserved and protected by restricting the use of the Property as set forth in Section III, herein, by permitting only those uses on or development of the Property that will not adversely affect, and are not inconsistent with and do not conflict with, diminish, impair, or interfere with such Conservation Values;
- O. Grantor further intends, as to all or any portion of or interest in the Property, as owner of the Property, to grant and convey in perpetuity to Grantee, the right in perpetuity (1) to retain, preserve, and protect the Conservation Values of the Property by granting this Easement to Grantee that will restrict use of the Property by Grantor because of the imposition of the duties, restrictions, covenants, and other terms and conditions ("**Terms and Conditions**") hereinafter expressed, and (2) to enforce such Terms and Conditions;
- P. Grantor and Grantee hereby agree that the Terms and Conditions will retain, preserve and protect in perpetuity the Conservation Values of the Property by limiting use of the Property to those uses consistent with, and not adversely affecting, the Conservation Values of the Property and the governmental conservation policies furthered by this Easement;
- Q. Grantee hereby accepts such conveyance.

NOW, THEREFORE, pursuant to Chapter 10.1, Title 10.1 of the Code of Virginia (1950), as amended, in recognition of the foregoing and of the mutual covenants set forth herein and the acceptance of this conveyance by the Grantee, the Grantor does hereby give, grant, and convey to the Grantee a conservation easement in gross over, and the right in perpetuity to restrict the use or development of the Property, which is described below and consists of approximately 133.23 acres, more or less, located in the Town of Leesburg, Loudoun County, Virginia, as follows:

See Exhibit A attached hereto and incorporated herein by reference.

AND BEING a portion of the same Property acquired by Grantor by deed dated December 28, 2020 recorded as Instrument No. 20201231-0129971 among the aforesaid land records.

The Property is shown as Property Identification Numbers 272-16-6306-000, 272-38-7700-000, 272-17-3068-000, 273-46-3338-000, among the land records of the County of Loudoun. Even if the Property consists of more than one parcel for real estate tax or for any other purpose, it shall be considered to be one parcel for the purpose of this Easement, and the Terms and Conditions shall apply to the Property as a whole, except where noted in cases where specific Terms and Conditions apply to certain sections of the Property.

AND SUBJECT, HOWEVER, to the restriction, in perpetuity, that Grantee may not transfer or convey this Easement except as provided in Section VI.14 below.

SECTION I – CONSERVATION PURPOSES

The purposes of this Easement (the “**Conservation Purposes**”) are (i) to retain, preserve and protect the Conservation Values, and other significant conservation interests (to the extent that it is not necessary to impair such other interests in order to protect the Conservation Values), in the public interest in perpetuity by imposing the restrictions on the use of the Property set forth in Section III and providing for their enforcement in Section IV; and (ii) to restrict the use of the Property to those uses that are consistent with the Conservation Values and such other interests. By so doing, Grantor and Grantee have the common purpose of preventing, through the enforcement powers granted to Grantee, any use or development of the Property that will adversely affect, or be inconsistent with or conflict with, diminish, impair or interfere with the Conservation Values.

Grantor covenants that no uses that are inconsistent with the Conservation Purposes shall be conducted on the Property. Grantor further covenants that all uses permitted on the Property by the provisions of this Easement will be undertaken only in a manner that is consistent with the Conservation Purposes.

Grantee covenants that it shall neither allow nor approve any use on the Property that is inconsistent with the Conservation Purposes.

SECTION II – DEFINITIONS

For purposes of this Easement, the capitalized terms set forth in this Easement shall have the meanings as set forth in **Exhibit B**, or as expressly provided in the body of this Easement. Any term that has not been expressly defined herein shall be defined in a manner consistent with the interpretation of contracts pursuant to the laws of the Commonwealth of Virginia.

SECTION III – RESTRICTIONS

Restrictions are hereby imposed on uses of the Property pursuant to the public policies set forth above and in accord with the policy of the Commonwealth of Virginia, as set forth in Chapter 10.1 of the Code of Virginia of 1950, as amended, to preserve the Commonwealth’s scenic, natural, and open space lands, *inter alia*. Any activity, development or use of the Property inconsistent with the purpose and intent of this Easement, or with its Conservation Purposes or Conservation Values, is prohibited. Without limiting the generality of the foregoing,

the acts which Grantor covenants to do and not to do upon the Property, and the Terms and Conditions which Grantee is hereby entitled to enforce, are, and shall be, as follows:

1. SUBDIVISION/BOUNDARY LINE ADJUSTMENTS.

A. Subdivision Prohibited.

The Property may not be subdivided or separately conveyed. Nothing in this paragraph shall restrict the sale, gift, or transfer of the Property as a whole, subject to this Easement.

B. Boundary Line Adjustments

Consolidation of the separate parcels composing the Property into a single parcel is permitted. Boundary line adjustments of the areas excluded from and not subject to this Easement as set forth and described in Exhibits A and Exhibit C attached hereto and incorporated herein by reference shall not be prohibited, and the excluded areas may be divided off the Property in a boundary line adjustment and are not subject to the Restrictions. Any other boundary line adjustment is prohibited except in compliance with all the requirements of Section VI.15.

C. Public Road Improvements.

The acquisition by or dedication to a governmental entity of a *de minimus* portion or portions of the Property located adjacent to edge of U.S. Route 15 (James Monroe Highway) or Clubhouse Drive for public road improvements shall not be considered a division of the Property, and neither the acquisition of such *de minimus* portion or portions of the Property nor the use of the portion or portions of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such acquisition or dedication, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its Conservation Values. Grantor reserves its separate rights to approve such acquisition or dedication. Use of the Property for such a project is limited to road improvements to U.S. Route 15 (James Monroe Highway) or Clubhouse Drive in their present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public right-of-way. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, turn lanes, pull-offs, bike lanes, and restoration projects, provided such projects shall not exceed fifteen (15') feet into the Property.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

A. Collective Footprint Limitation.

The Ground Area of all Structures and impervious parking areas on the Property shall not exceed 116,000 square feet (two percent of the total square footage of the Property) (the "Impervious Surface Cap") (In calculating the existing Ground Area of Structures and impervious parking areas on the Property, Structures in the encroachment areas, excluded from this Easement as set forth in Exhibit C, shall not be counted).

B. Permitted Structures and Improvements

No Structures, Improvements, Roads or Utilities, other than the following, are permitted to be maintained (as used in this Easement, the term “**maintain**” shall include the right to construct, repair, and replace unless otherwise stated) on the Property:

(i) Farm Buildings or Park Structures.

Farm Buildings and Park Structures are permitted subject to the Impervious Surface Cap and location restrictions set forth herein.

(ii) Improvements.

Improvements (as defined in Exhibit B) to serve the permitted uses on the Property are permitted to be maintained consistent with the Conservation Purposes of this Easement and provided they shall not impair the Conservation Values protected herein. Any fence or wall over five (5) feet in height shall be constructed with materials that will not block the public view of the Property from a state-maintained road.

(iii) Modification.

Any Structure or Improvement may be expanded, demolished, and replaced subject to the restrictions of this Easement; provided, however, no Structure may be relocated or expanded beyond its existing Ground Area except in compliance with the location restrictions set forth in Section III.2.D(i). The Ground Area restrictions in this Section III.2.B may be modified or adjusted only with the prior written approval of Grantee and only upon a finding that the adjustment will not adversely affect or impair the Conservation Values and Conservation Purposes of this Easement, that the scale of the proposed Structure is proportional to that of the surrounding area, and that the increase would not permit a violation of the Impervious Surface Cap.

C. Building Height

No new Building on the Property shall exceed thirty-five (35) feet in height. Building height is the vertical distance between (a) the average finished grade adjoining the Building, and (b) the highest point of the roof for flat roofs; the deck line of mansard roofs; and the average height between eaves and the ridge for gable, hip and gambrel roofs. Fill that is not necessary to achieve positive drainage or slope stabilization shall not be considered finished grade.

D. Structure Location Restrictions

Currently existing Structures, if any, may be maintained without regard to the location or size restrictions of this Section, provided their footprint shall not be expanded in Ground Area except in accordance with the provisions of this Easement. No new Structures permitted in Section III.2.B shall be constructed:

- (i) Within four hundred feet (400) of State Route 15 (James Monroe Highway).

- (ii) Within any Riparian Buffer designated under Section III.4 or within fifty (50) feet of any area designated as floodplain.

E. Roads, Parking Areas, and Trails.

No Roads shall be permitted on the Property except as follows:

- (i) Currently existing Roads, Parking Areas, and Trails may be maintained; provided, however, no such Roads or Parking Areas shall be expanded or improved with **impervious surface** except in compliance with Section III.2.E(ii) or (iii) below.
- (ii) New Impervious Surface Roads, Parking Areas and Trails for use of the Property as a public park may be permitted subject to the prior written approval of the Grantee.
- (iii) Pervious Surface Roads and Trails reasonably necessary to serve permitted uses of the Property under Section III.3, or are for public safety needs serving the Property, may also be maintained. Pervious Surface Parking Areas reasonably necessary to serve the permitted uses of the Property are permitted only with the prior written approval of the Grantee.
- (iv) The location of new Roads, Parking Areas, and Trails shall require prior written approval from Grantee prior to commencement of any site work. Provided, however new Roads within any currently existing easements shall not require prior written approval but shall be constructed solely within and in accordance with the restrictions imposed thereon existing on the Effective Date of this Easement.

F. Utilities

No Utilities may be maintained on the Property except for the following:

- (i) Grantor may maintain public or private Utilities to serve permitted Structures, Improvements, and permitted uses of the Property. The location of any new Utilities shall require prior written approval from Grantee to ensure the Conservation Values will not be adversely affected prior to commencement of any site work.
- (ii) Grantor may maintain Utilities to harness natural renewable energy sources such as the sun, wind, water, or biomass and scaled to provide electrical energy or pump water only for permitted Structures, Improvements, and uses on the Property with the prior written approval of Grantee. Any such Utilities approved by Grantee shall be located to ensure such placement does not negatively impact the Conservation Values of the Property.
- (iii) The sale of excess power generated incidentally in the operation of such Utilities and associated equipment including, but not limited to, solar panels,

wind turbines, and micro-hydro installations may only be permitted if the applicable regulations and restrictions permit such a sale.

- (iv) Grantor may maintain, or permit to be maintained, currently existing Utilities within recorded easements and rights of way recorded prior to the Effective Date and solely in compliance with any restrictions set forth therein. The expansion or creation of new easements for Utilities not serving the Property is not permitted without the Grantee's review and prior written determination that the construction and maintenance of such utilities will not negatively impact the Conservation Value of the Property.

G. Notice to Grantee and Approval Required

In accordance with Section VI.6.B, to ensure compliance with the restrictions of this Easement, Grantor must:

- (i) Stake the location of the intended Structure or Road prior to any site work for review by Grantee.
- (ii) Provide Grantee thirty (30) days' prior written notice of the location, size, and dimensions of any new Structures, Roads, or Utilities, permitted by right under Section III.2.B prior to applying for a building permit or commencing construction. In the event prior written approval is required by the terms of this Easement, Grantor shall not commence construction until written approval is obtained from Grantee in accordance with Section VI.6.C.

3. INDUSTRIAL OR COMMERCIAL ACTIVITIES.

A. Prohibited Uses.

Industrial uses are prohibited on the Property. All uses, including all Residential and Commercial Uses not expressly permitted herein that are inconsistent with the Conservation Values and Purposes of this Easement are prohibited.

B. Permitted Uses

Subject to any additional requirements of the applicable zoning ordinance and this Easement, and the general condition that they be carried on in a manner that does not adversely affect, conflict with, diminish, impair, or interfere with the Conservation Purpose or Conservation Values, Grantee has determined that the following uses (which may be commercial or non-commercial) are consistent with the Conservation Purpose and Values and are permitted on the Property:

- (i) Agriculture subject to the following conditions:
 - a. Grazing shall be managed in a way that does not result in denuding the land of vegetation.
 - b. As long as at least five (5) acres of the Property are in Agricultural use, the Property shall be managed in accordance with a written Farm

Conservation Plan for the Property to be prepared by the Loudoun Soil and Water Conservation District within six (6) months of the date hereof, which terms and conditions are incorporated herein by reference. The Farm Conservation Plan shall incorporate Best Management Practices for water quality protection, be approved by Grantee, and shall, from time to time, be modified or amended by mutual agreement of Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not be inconsistent with the Conservation Purposes.

- c. Agricultural chemicals may be used for permitted Agricultural or Horse Farm uses, and other chemicals appropriate for the control of noxious weeds and pests on the Property may also be used. Chemicals shall be used only in those amounts necessary for such purposes, and according to manufacturer's instructions.
- (ii) Operation of a Horse Farm and Equestrian activities, including the pasturing, keeping, training of horses and riders, polo and equestrian events, and fox hunting, subject to the provisions of Sections III.3.B.(i) (a) and (b).
- (iii) Agriculture Support and Services Directly Associated with On-going Agricultural Activity On Site under Section III.3.B(i) (including but not limited to Farm Stands, and Winery and Brewery uses within Agricultural Buildings).
- (iv) Hunting and fishing, including leasing portions of the Property for such purposes.
- (v) Passive recreational uses, including use of the Property for a Park or Nature Study Area.

4. RIPARIAN BUFFER.

To protect the Riverine Resources, a vegetated riparian buffer strip of one hundred fifty (150) linear feet shall be maintained in forest or be permitted to re-vegetate naturally with warm-season grasses (lawns and grazed pastures shall not constitute vegetative cover for this provision) along each edge of Dry Mill Branch and Tuscarora Creek (the "**Riparian Buffer**"). The Riparian Buffer shall be measured from the top of the bank of the streams, horizontally, in a landward direction, and perpendicular thereto.

A. Prohibited Activities

The following activities are prohibited within the Riparian Buffer:

- (i) Dumping, plowing, cultivation, Road or Impervious surface Trail, Building, grading, or other earth-disturbing activity, except as may be reasonably necessary for: (a) wetland or stream bank restoration, or erosion control, pursuant to Section III.5 below, (b) establishing or maintaining fencing along or within the Riparian Buffer, and (c) creation and maintenance of additional

Trails with Pervious surfaces with the prior written approval of the Grantee, (d) construction and maintenance of no more than six stream crossings for vehicular and pedestrian traffic which do not obstruct water flow, provided their location must be approved by Grantee and any crossing or associated Road with a width of more than fifteen (15) feet in width shall require prior written approval of Grantee, and

- (ii) Construction of new Structures, Roads (except for unimproved Roads necessary for the stream crossings set forth above), or Utilities. Any currently existing Structure may be maintained, but not expanded or restored if destroyed.
- (iii) Storage or dumping of compost, manure, fertilizers, chemicals, machinery, or equipment.
- (iv) Removal of trees or vegetation except only as necessary for: (a) removal of invasive species, (b) removal of dead, diseased, or dying trees, (c) removal of trees posing human health or safety hazard, (d) for the mitigation provided in Section III.5 below.
- (v) Livestock are prohibited within the Riparian Buffer. Any necessary fencing shall be installed prior to introduction of livestock into the Property and shall be maintained as necessary to prevent livestock from entering the Riparian Buffer.
- (vi) Mowing in buffer strips shall be limited to up to three (3) times per calendar year to control invasive species or protect trees and other vegetation planted in any buffer strip, except that Grantor shall have the right to mow and maintain the permitted Trails and Roads set forth in Section III.4.A(i)(d) above.

B. Change In Location Of Watercourse

If the wetlands meander, the Riparian Buffers shall remain the same width, but move relative to the movement of the watercourse. In such event, any Structures, Improvements, Roads, or Utilities, that were outside of the original buffer strip and are determined to be within the new buffer strip shall not be considered in violation of these restrictions and may be maintained at such locations.

5. MITIGATION ACTIVITIES

A. Ecological Offsets and Environmental Credits.

Grantor may undertake activities on the Property to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, including all activities required for maintenance, environmental credit practices, stormwater management nutrient offsets (including re-forestation), MS4 permit compliance activities, biological carbon sequestration and biodiversity mitigation.

B. Mitigation Easements.

Grantor may grant one (1) or more mitigation easements along streams and over wetlands on the Property, or over portions of the Property to be reforested (“**Mitigation Areas**”), and Grantor or agents of Grantor may undertake mitigation activities within such Mitigation Areas for the restoration or improvement of streams and wetlands, and reforestation 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, or another authorized governmental agency.

C. Written Notice Required.

Grantor shall provide written notice to Grantee prior to the grant of a mitigation easement, which notice shall include a copy of the mitigation easement. Grantor also agrees 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.

D. Right to Proceeds.

Grantor retains the exclusive and sole rights to any payment for, or other benefits resulting from, the grant of a mitigation easement on the Property and for undertaking of any mitigation activities as reserved in this Section III.5.

E. Grantee’s Responsibility.

Outside of enforcing compliance with this Easement, Grantee is not responsible for monitoring any mitigation activities provided for in this Section III.5 and has no obligation to enforce the separate provisions of any such permits, restrictions, or easements therefor.

6. MANAGEMENT OF FOREST.

A. Restrictions

Clear-cutting is prohibited on the Property. Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than fourteen (14) days before beginning any timber harvest, which approval shall be subject to the restrictions set forth in Section III.4 and require that the pre-harvest plan is consistent with Virginia’s Forestry Best Management Practices for Water Quality Guide and the Conservation Purposes. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

B. Permitted Activities

The following activities do not require a pre-harvest plan and are permitted on the Property: the cutting, clearing, or removal of trees on less than ten thousand (10,000)

square feet of the Property at any one (1) time for any of the following purposes: (i) the construction or maintenance of permitted Roads, Trails, Utilities; (ii) for firewood for Grantor's domestic use; (iii) removal of invasive species; (iv) removal of trees which pose a threat to the health or safety of persons, property, or livestock; (v) removal of trees which are dead, diseased, or dying; or (vi) removal of trees as necessary for other permitted uses of the Property including the uses set forth in Sections III.2, III.3.B, and III.5. Such activities will be done in accordance with Virginia's Forestry Best Management Practices for Water Quality Guide.

7. TRASH.

Accumulation or dumping of trash, refuse, junk, or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts incidental to operation of the farm on the Property, as long as such practices are consistent with the Conservation Purposes.

8. SIGNS.

Billboards, signs, or display of other advertisements that are visible from outside the Property are not permitted on or over the Property except to: (i) state the name and/or address of the owners and the name of the farm or activity thereon, (ii) advertise the sale or lease of the Property, or any portion thereof, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property or an event being held thereon, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, (vi) recognize participation in a conservation program, or (vii) temporarily advertise political candidates or political parties. No sign shall exceed nine (9) square feet in size unless required by law. No sign shall be internally lighted.

9. CHANGES IN TOPOGRAPHY; GRADING, BLASTING, MINING.

Grading, blasting or earth removal shall not alter the topography of the Property except for (i) wetlands or stream bank restoration pursuant to a government permit (including mitigation for which Grantor is compensated); (ii) for erosion and sediment control pursuant to a government-required erosion and sediment control plan; (iii) as part of a permitted mitigation project; or (iv) as required in the location or construction of permitted Structures, Roads, and Utilities as provided in Section III.2.

Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction.

Mining by surface mining or any other method, dredging on or from the Property, or surface drilling for oil and gas or other minerals on the Property is prohibited. Directional drilling under the Property from adjacent properties shall be permitted

provided that it does not impair water quality on, or under, the Property, or result in any disturbance of the surface of the Property.

SECTION IV – ENFORCEMENT

1. ENTRY/RIGHT OF INSPECTION.

Representatives of Grantee may enter the Property at reasonable times for purposes of inspection and enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's designated representative; provided however, that in the event of an emergency, Grantee's entry may be determined in Grantee's sole discretion, Grantor consents to allow entrance onto the Property to prevent, terminate or mitigate a potential violation of this Easement with notice to Grantor or Grantor's designated representative being given at the earliest practicable time, which notice shall include a description of any actions taken by Grantee on the Property and the reasons therefor. Reasonable notice for non-emergencies shall be considered as not exceeding fifteen (15) days. Grantee shall exercise reasonable care not to harm or disrupt activity on the Property or any permitted operations thereon.

2. GRANTEE'S REMEDIES.

Grantee has the right to bring an action at law or in equity to prevent or stop any violation of the terms and conditions of this Easement and any use that is inconsistent with the Conservation Purposes. Grantee also has the right to bring such an action to enforce the Terms and Conditions contained herein. This right specifically includes: (i) the right of entry onto the Property for the purposes of evaluating the extent and nature of any potential violation; (ii) the right to require restoration of the Property to its condition on the Effective Date, unless the condition of the Property has changed as a result of activities consistent with this Easement, in which case restoration shall be to such changed condition; restoration may include the removal of any buildings or structures constructed or located in a manner inconsistent with this Easement; (iii) the right to recover any damages, including monetary damages, arising from non-compliance, the loss of Conservation Values, or the inability to restore the Property as provided in proviso (ii) of this paragraph; and (iv) the right to enjoin non-compliance by *ex parte* temporary or permanent injunction.

The foregoing remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. If a court determines that Grantor has failed to comply with the terms of this Easement, Grantee shall be entitled to an award of attorneys' fees and expenses, court costs and reimbursement for any reasonable costs of enforcement, including costs of restoration, in addition to any other payments ordered by the court.

Grantee shall not, by any failure to discover non-compliance or otherwise to act, or by any prior forbearance to exercise rights under this Easement, waive or forfeit the right to

take action as may be necessary to ensure compliance with this Easement and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure or forbearance by Grantee.

3. ACTS FOR WHICH GRANTOR NOT LIABLE.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to, or change in, the Property, resulting from causes beyond Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and tree disease, or from any prudent action necessarily taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any of such causes; provided that Grantor has taken reasonable measures to prevent damage to the Conservation Values by trespassers and third parties.

SECTION V – DOCUMENTATION

1. DOCUMENTATION.

The Conservation Values and the condition, use, character and state of improvement of the Property on the Effective Date are described in a Baseline Documentation Report, incorporated herein by reference, and signed by Grantor and Grantee prior to the donation, and to be maintained on file in the offices of Grantee. Grantor and Grantee have copies of the Baseline Documentation Report, and acknowledge that said Baseline Documentation Report is an accurate representation of the Property as of the Effective Date.

The Baseline Documentation Report may be used by the Parties to determine compliance with and enforcement of the terms of this Easement, including specifically to establish that a change in the condition, use, character or state of improvement of the Property has occurred, but its existence shall not preclude the use by the parties of other evidence to establish the condition, use, character or state of improvement of the Property as of the Effective Date. For the purposes of stewardship of this Easement, Grantee shall retain the right to photograph all natural and man-made features on the Property, whether by ground or air, and changes thereto, though this right shall not include photography of the interior of any structure on the Property.

SECTION VI - GENERAL PROVISIONS

1. DURATION.

This Easement shall be perpetual. It is an easement in gross which runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and Grantor's successors in interest to the Property or any portion thereof or interest therein, and Grantee and its successors in interest to this Easement, and shall continue as a servitude running in perpetuity with the Property. §

2. NO PUBLIC ACCESS.

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 of, the Property. Grantor retains the exclusive right to such access and use, subject to the terms hereof.

3. TITLE WARRANTY.

Grantor covenants and warrants that Grantor has good and sufficient title to the Property, free and clear of all encumbrances (except utility and access easements of record), including, but not limited to, any mortgages, judgments, or other liens not subordinated to this Easement, and hereby promises to defend same and hold Grantee harmless against any and all claims that may be made against it. The holders of all liens or other encumbrances arising from borrowing have subordinated their interests in the Property to the operation and effect of this Easement, by their execution hereof. Nothing herein shall prevent Grantor from obtaining, without Grantee approval, future financing secured by all or part of the Property or improvements thereon at any time. Any such financing shall be subordinated to this Easement.

4. INTERACTION WITH OTHER LAWS.

This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open-space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to or counted towards development of any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

5. CONSTRUCTION.

Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the Conservation Purposes. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid. Grantor intends that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in §170(h)(1) of the Revenue Code and in Treasury Regulations §1.170A-14, and the restrictions and other provisions of this Easement shall be, where possible, construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

Neither Party shall be deemed to have intended by the conveyance of this Easement to have created a charitable, or any other form of, trust.

6. NOTICES TO GRANTEES; GRANTEE APPROVAL.

- A. Grantor shall notify Grantee in writing prior to closing on any *inter vivos* transfer or sale of the Property or any part thereof, other than a deed of trust or mortgage on all or any part of the Property.
- B. Grantor shall notify Grantee in writing prior to undertaking any activity or exercising any reserved right that may be inconsistent with the Conservation Purposes.
- C. Grantee shall respond in writing to any request for approval by Grantor made in compliance with this Section VI.6 within thirty (30) days of receipt of such request. Unless expressly permitted in writing by Grantee, Grantor shall not commence the activity described in the notice. If Grantee fails to respond to such a request within such period, Grantor may either deem the request denied, or may re-submit the request to Grantee.
- D. Grantee may not approve any activity on, or use of, the Property that is inconsistent with the Conservation Purposes.
- E. Grantee's approval or denial of any request by Grantor shall be based upon Grantee's reasonable discretion in interpreting the provisions of this Easement, and upon Grantee's determination of the consistency of such request with the Conservation Purposes, in Grantee's reasonable discretion.
- F. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

7. FORMS OF NOTICE.

Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent by registered or certified United States mail, or overnight delivery service such as UPS or FedEx, or via e-mail with confirmation of delivery, to Grantor or Grantee respectively, to such addresses and e-mail addresses as the parties may designate below or hereinafter designate by written notice to the other party:

If to Grantor:

Clubhouse Rd, LLC
 Att: Charles S. Kuhn, Manager
 44112 Mercure Circle
 Sterling, Virginia 20166
 Email: Chuck.Kuhn@jkmoving.com

If to Grantee:

Old Dominion Land Conservancy, Inc.
 Att: Henry Stribling, Executive Director
 621 West Main Street

Purcellville, Virginia 20132
Email: henry@odlc.us

8. PROPERTY RIGHT OF GRANTEE; EXTINGUISHMENT.

- A. The donation of this Easement gives rise to a property right, immediately vested in Grantee, with fair market value that is at least equal to the proportional value that this Easement, at the time of the gift, bears to the value of the Property as a whole at that time, and that such percentage value of Grantee's rights, thereby established, shall remain constant.
- B. This Easement is perpetual and shall not be extinguished. Nevertheless, in the event of an unexpected change in the conditions surrounding the Property that makes impossible or impractical the continued use of the Property for the Conservation Purposes, this Easement may be extinguished, but only by judicial proceedings.
- C. In the event of an extinguishment of this Easement pursuant to Section VI.8.B, 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 the proportionate value of this Easement computed as set forth in Section VI.8.A above.
- D. Grantee shall use all of its share of the proceeds from a sale, exchange, or involuntary conversion of the Property, as described in Section VI.8.C, in a manner that is consistent with the Conservation Purposes.

9. HAZARDOUS SUBSTANCES OR WASTES - NO CONTROL; WARRANTY; INDEMNITY.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), any corresponding Commonwealth of Virginia statute or regulation, or Loudoun County ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substance or waste or violation of environmental laws.

10. TAXATION.

Any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in the Treasury Regulations (see §1.170A-13(c)(5)), and the appraisal is subject to review, audit and challenge by all appropriate tax authorities. Grantee makes no express or implied warranties regarding availability of tax deductions or credits to Grantor from donation of this Easement, or whether any such tax benefits might be transferable, or whether there will be any market for any tax benefits which might be transferable.

11. ACKNOWLEDGMENT OF GIFT

By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

12. INCLUSION OF TERMS IN SUBSEQUENT DEEDS.

Grantor agrees that this Easement will be referenced by Instrument Number in any subsequent deed or other legal instrument by which Grantor divests itself of the Property or any interest therein or portion thereof. This Easement will be binding on Grantor and Grantee even if Grantor fails to notify any transferee of the Property or any portion thereof or interest therein, or to insert the Instrument Number reference for this Easement in any subsequent deed or other legal instrument conveying the Property or any portion thereof or interest therein.

13. NO MERGER.

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

14. ASSIGNMENT BY GRANTEE.

Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the following requirements: (1) the transferee shall continue to ensure all Conservation Purposes and Terms and Conditions set forth in this Easement are to be protected in perpetuity; (2) the transferee shall then qualify as an eligible donee as defined in §170(h)(3) of the Revenue Code as amended and the applicable Treasury Regulations (or any successor provisions to either then applicable); and (3) the transferee shall then be qualified to hold conservation easements pursuant to the Virginia Conservation Easement Act or the Open-space Land Act.

15. AMENDMENT.

Grantee and Grantor may amend or modify this Easement to enhance protection of the Conservation Values, provided that no amendment shall be allowed that, as determined by Grantee, affects this Easement's perpetual duration or is inconsistent with the Conservation Purposes. No amendment may reduce the area of land originally protected by this Easement, or confer any private benefit, or constitute an excess benefit transaction

within the meaning of the Treasury Regulations. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of Loudoun County, Virginia. Grantee reserves the sole and absolute discretion to approve or deny requests for amendments.

16. VESTING OF CONSERVATION EASEMENT.

Should Grantee, while holding this Easement, cease to exist, or cease to be a “qualified organization” under §170(h)(3) of the Revenue Code (or any successor provision then applicable) (“Qualified Organization”) or otherwise cease to be eligible to hold this Easement directly under the laws of the Commonwealth of Virginia, this Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation, provided that it is then a Qualified Organization. If the Virginia Outdoors Foundation, should cease to exist, or should not then be a Qualified Organization, or should otherwise cease to be eligible to receive this Easement directly under the laws of the Commonwealth of Virginia, a court of competent jurisdiction shall transfer this Easement to a Qualified Organization that meets all of the requirements for an assignee of this Easement pursuant to Section VI.14.

17. LIMITATION ON EFFECT OF INVALIDITY OR UNENFORCEABILITY.

The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or of any ancillary or supplementary agreement relating to the subject matter hereof.

18. APPLICABLE LAW.

This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia.

19. ENTIRE AGREEMENT.

This Easement, the Exhibits hereto, and the Baseline Documentation Report, set forth the entire agreement of the Parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to this Easement.

20. ACCEPTANCE.

Acceptance by Grantee of this conveyance is authorized by Section 10.1-1010 of the Code of Virginia (1950), as amended, and is evidenced by the signature of its authorized representative below.

21. COUNTERPARTS.

This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

22. NO DEED OF TRUST.


Grantor hereby represents and warrants to Grantee that the Property is not subject to the lien of any deed of trust or other lien for which subordination would be required.

WITNESS the following signatures and seals.

[Counterpart signature pages follow]

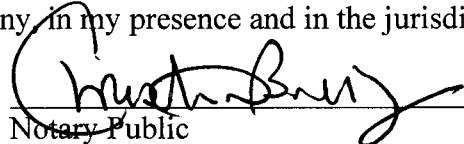
[Counterpart signature page 1 of 2]

CLUBHOUSE RD, LLC,
a Virginia limited liability company

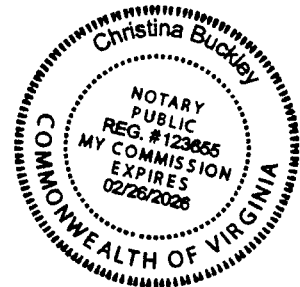
 (SEAL)
By: Charles S. Kuhn
Its: Manager

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

The foregoing instrument was acknowledged before me this 8 day of June, 2022, by Charles S. Kuhn, in his capacity as Manager of CLUBHOUSE RD, LLC, a Virginia limited liability company, in my presence and in the jurisdiction aforesaid.

 (SEAL)
Notary Public

My commission expires: 02/26/2026
Registration #: 123655



[Counterpart signature page 2 of 2]

ACCEPTED:

OLD DOMINION LAND CONSERVANCY, INC.

By:  (SEAL)
Henry Stribling, Executive Director

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

I, Teresa E. Bricker, a Notary Public for the Commonwealth aforesaid, hereby certify that Henry Stribling, Executive Director of Old Dominion Land Conservancy, Inc., a Virginia nonstock corporation, personally appeared before me this 10th day of June, 2020 and acknowledged the foregoing instrument on behalf of the corporation.


Notary Public

My commission expires: _____

(SEAL)

Registration No.: _____

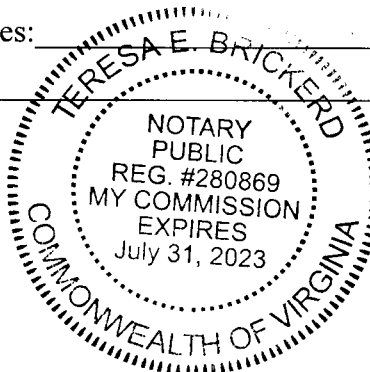


EXHIBIT A: LEGAL DESCRIPTION**PARCEL ONE (PIN 272-46-3338-000):**

Beginning at a point marking the northwesterly corner of Lot 113, Section Three, Leesburg Country Club Subdivision, said point also being in the southerly right-of-way line of Bradfield Drive at its present termination; thence with the westerly line of said Lot 113 and continuing with a westerly line of the property of The Estate of Roy G. Allman, Trustee, S. 04° 03' 52" E. 358.21 feet to a point marking a northeasterly corner of the property of Oliver-Hoffman Corporation; thence departing the Estate of Roy G. Allman, Trustee and running with the line common to Oliver-Hoffman Corporation and the property herein described the following courses and distances:

S. 85° 56' 08" W. 80. feet,

S. 15° 45' 00" W. 302.00 feet,

S. 31° 00' 00" W. 298.00 feet,

S. 41° 15' 00" W. 87 feet,

S. 06° 45' 00" W. 164.00 feet,

S. 43° 30' 00" W. 97.00 feet,

N. 88° 45' 00" W. 126.00 feet,

N. 21° 45' 00" W. 126.00 feet,

N. 01° 15' 00" E. 485.00 feet,

N. 36° 30' 00" E. 426.00 feet,

N. 51° 45' 00" E. 312.00 feet,

N. 64° 45' 00" E. 164.00 feet,

N. 05° 00' 00" E. 135.00 feet,

N. 63° 30' 00" E. 230.93 feet, and

N. 72° 50' 08" E. 91.39 feet to the point of beginning, containing 15.56136 acres of land more or less.

PARCEL TWO (PIN 272-17-3068-000):

Beginning at a point in the southwesterly right-of-way line of Country Club Drive, said point also marking the northeasterly corner of Outlot "A", Section Three, Leesburg Country Club Subdivision; thence departing Country Club Drive and running with the line common to Section Three, Leesburg Country Club Subdivision and the property herein described the following courses and distances:

S. 70° 51' 38" W. 110.01 feet,
 S. 30° 14' 38" W. 120.99 feet,
 S. 20° 19' 08" W. 203.04 feet,
 S. 30° 14' 38" W. 400.00 feet,
 S. 16° 04' 08" W. 167.08 feet,
 S. 59° 30' 38" W. 195.25 feet,
 S. 72° 50' 08" W. 480.22 feet, and

S. 04° 03' 52" E. 5.30 feet to a point in the westerly line of Lot 114, Section Three, Leesburg Country Club Subdivision, said point also marking a northeasterly corner of the property of Oliver-Hoffman Corporation; thence departing said Lot 114 and running with the line common to Oliver-Hoffman Corporation and the property herein described the following courses and distances:

S. 73° 10' 00" W. 214.06 feet,
 S. 02° 30' 00" E. 40.00 feet,
 S. 19° 20' 00" W. 90.00 feet,
 S. 65° 10' 00" W. 110.00 feet,
 N. 87° 00' 00" W. 260.00 feet,
 N. 80° 40' 00" W. 260.00 feet,
 N. 65° 20' 00" W. 100.00 feet,
 N. 31° 50' 00" W. 520.00 feet,
 N. 16° 50' 00" W. 250.00 feet,
 N. 53° 20' 00" E. 50.00 feet,
 S. 57° 30' 00" E. 210.00 feet,
 N. 56° 50' 00" E. 70.00 feet, and
 N. 43° 20' 00" E. 120.00 feet;

thence continuing with the line common to Oliver-Hoffman Corporation and the property herein described and then with a southerly line of Lot 253, Section Four, Leesburg Country Club Subdivision, N. 65° 10' 00" E. 305.00 feet to an angle point in the southerly line of said Lot 253; thence with a southerly line of Lot 253 and continuing with the southerly line of Lots 254, 255, 256 and 257, Section Four, Leesburg Country Club Subdivision, N. 89° 31' 00" E. 353.82 feet to the southeasterly corner of said Lot 257;

thence with the easterly line of Lot 257, N. 00° 29' 00" W. 125.00 feet to a point in the southerly right-of-way line of Wright Street;

thence with the southerly right-of-way line of Wright Street N. 89° 31' 00" E. 43.00 feet and along the arc of a 25.00 feet radius curve (the chord bearing and distance of which is S. 45° 29' 00" E. 35.36 feet) and arc distance of 39.27 feet to a point in the westerly right-of-way line of Wright Street;

thence with the westerly right-of-way line of Wright Street, S. 00° 29' 00" E. 103.74 feet to a point in the northerly line of the property of First American Bank of Virginia, Trustee; thence

with the line common to First American Bank of Virginia, Trustee and the property herein described the following courses and distances:

S. 86° 46' 18" W. 21.59 feet,
 S. 49° 20' 00" W. 220.00 feet,
 S. 71° 50' 00" W. 130.00 feet,
 S. 82° 50' 00" W. 100.00 feet,
 S. 54° 50' 00" W. 110.00 feet,
 S. 61° 50' 00" W. 70.00 feet,
 S. 74° 50' 00" W. 130.00 feet,
 S. 31° 50' 00" W. 180.00 feet,
 S. 41° 50' 00" E. 100.00 feet,
 S. 56° 50' 00" E. 60.00 feet,
 S. 84° 10' 00" E. 90.00 feet,
 S. 74° 40' 00" E. 110.00 feet,
 N. 79° 10' 00" E. 280.00 feet and

N. 58° 30' 00" E. 278.52 feet to a point marking the southwesterly corner of Lot 305, Section Four, Leesburg Country Club Subdivision;

thence with a line common to Section Four, Leesburg Country Club Subdivision and the property herein described the following course and distances:

N. 59° 15' 00" E. 390.39 feet,
 N. 41° 02' 00" E. 613.88 feet,
 N. 04° 04' 30" E. 311.00 feet,
 N. 20° 06' 00" E. 131.99 feet,
 N. 65° 48' 00" W. 150.90 feet,
 S. 72° 28' 00" W. 414.00 feet,
 S. 46° 55' 00" N. 356.00 feet and

S. 00° 29' 00" E. 103.60 feet to a point in the northerly right-of-way line of Wright Street, said point also marking the southwesterly corner of Lot 273, Section Four, Leesburg Country Club Subdivision;

thence with the northerly right-of-way line of Wright Street, S. 89° 31' 00" N. 288.69 feet to a point marking the southeasterly Corner of Lot 258, Section Four, Leesburg Country Club Subdivision;

thence departing Wright Street and running with a line common to Section Four, Leesburg Country Club Subdivision and the property herein described the following courses and distances:

N. 10° 49' 30" E. 101.98 feet,
 N. 00° 29' 00" W. 75.57 feet,
 N. 40° 25' 00" E. 505.44 feet,
 N. 58° 29' 00" E. 152.86 feet,
 N. 86° 04' 38" E. 197.93 feet, and

N. 32° 06' 38" E. 104.10 feet to a point in the aforementioned southwesterly right-of-way line of Country Club Drive, said point also marking the most easterly corner of Lot 272, Section Four, Leesburg Country Club Subdivision;

Thence with the said right-of-way line of Country Club Drive the following courses and distances:

Along the arc of a 440.00 foot radius curve (the chord bearing and distance of which is S. 75° 54' 22" E. 272.18 feet) an arc distance of 276.71 feet,
 N. 86° 04' 38" E. 54.00 feet and

along the arc of a 380.00 feet radius curve (the chord bearing and distance of which is S. 56° 31' 52" E. 461.52 feet) an arc distance of 495.98 feet to the point of beginning, containing 30.79543 acres of land, more or less.

Together with that portion of property acquired in Boundary Line Adjustment recorded in Deed Book 1036, page 1741, Parcel Two no contains 30.85002 acres, more or less.

LESS AND EXCEPTING FROM THIS CONSERVATION EASEMENT those areas identified in the "Encroachment Table" as Encroachments 15 (506 S.F.), 16 (92 S.F.), 17 (2,368 S.F.), 18 (808 S.F.), 19 (224 S.F.), and 21 (38 S.F.) and as shown on that certain ALT/NSPS Land Title Survey on the Property of Clubhouse Dr, LLC dated June 10, 2022 prepared by the surveyor and attached hereto as Exhibit C.

PARCEL THREE (PIN 272-38-7700-000):

LOT 1 of the Clubhouse Dr, LLC Subdivision containing 87.04731 acres as set forth and described in that certain plat entitled "PLAT SHOWING SUBDIVISION OF PARCEL 3 OF THE LANDS OF CLUBHOUSE DR, LLC" dated April 26, 2022 and prepared by Eric W. Erickson, C.L.S. of J2 Engineers, Inc., Leesburg, Virginia (herein, the "Surveyor"), recorded as Instrument Number 20220518-0030045 among the land records of Loudoun County, Virginia.

LESS AND EXCEPTING FROM THIS CONSERVATION EASEMENT those areas identified in the "Encroachment Table" as Encroachments 1 (94 S.F.), 2 (264 S.F.), 3 (12 S.F.), 4 (692 S.F.), 5 (73 S.F.), 6 (3,312 S.F.), 7 (33 S.F.), 8 (65 S.F.), 9 (480 S.F.), 10 (780 S.F.), 11 (1,743 S.F.), 12 (18 S.F.), 13 (1,318 S.F.), 14 (291 S.F.), and 20 (349 S.F.) and as shown on that certain ALT/NSPS Land Title Survey on the Property of Clubhouse Dr, LLC dated June 10, 2022 prepared by the surveyor and attached hereto as Exhibit C.

PARCEL FOUR (272-16-6306-000)

Parcel G, Phase 1, Woodlea Manor, containing .0596 acres, more or less, as the same appears duly dedicated, platted subdivided and recorded in Deed Book 1013 at Page 1508 among the land records of Loudoun County, Virginia.

LESS AND EXCEPTING FROM THIS CONSERVATION EASEMENT those areas identified in the "Encroachment Table" as Encroachment 22 (767 S.F.) on that certain ALT/NSPS Land Title Survey on the Property of Clubhouse Dr, LLC dated June 10, 2022 prepared by the surveyor and attached hereto as Exhibit C.

EXHIBIT B: DEFINITIONS

Agriculture: Includes the following activities: horticulture, floriculture, plant nurseries, animal husbandry, growing and harvesting hay, hops, grains and other crops on the Property, and viticulture, mowing and clearing (subject to other provisions of this Easement) necessary to maintain open fields and fence lines, and access for farm equipment, together with such other activities as are necessary to the foregoing activities; and leasing the Property to others for such activities but subject to the terms of this Easement. The term "Agriculture" as used herein does not include the use or maintenance of feedlots, abattoirs, or concentrated animal feeding operations (CAFOs), or other activities that are expressly prohibited herein. Agriculture does not include: (i) a grocery store or the retail or wholesale sale of products remotely related to the production of agricultural products, or (ii) the use or maintenance of feedlots, or concentrated animal feeding operations (CAFOs), or other activities that are expressly prohibited herein.

Abattoir: A commercial slaughterhouse.

Baseline Documentation Report. The report prepared for the Old Dominion Land Conservancy by Kurt Johnson, Phd., documenting the Conservation Values and condition of the Property at the time of the execution of this Easement, including photographs and maps of the Property.

Building: A structure having one or more stories and a roof, designed primarily for shelter of persons, animals, or property of any kind.

Commercial Use: Non-residential and non-agricultural for profit uses (but excluding activities on the Property to protect or enhance the Conservation Values undertaken in exchange for grants from governmental or tax-exempt organizations, or as part of a governmentally sponsored mitigation project for which Grantor may, or may not, receive payment).

Current/ Currently: Existing or occurring on the Effective Date.

Day or Days: Shall mean calendar days.

Dwelling: A Building used or intended to be used for permanent or temporary human habitation that contains cooking, sleeping, and bathing facilities.

Eco-tourism: Tourism activities and facilities which focus on visitation and observation of or education about natural history, indigenous ecosystems, native plant or animal species, or natural scenery.

Effective Date: The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia.

Farm Building: A non-residential agricultural Building used for storing farm products, animal feed, farm equipment and for sheltering livestock, including horses.

Farm Stand: A Structure used for the sale of Agricultural products grown or raised on the Property.

Feedlot: 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.

Grantee: Old Dominion Land Conservancy, Inc. and any and all of Grantee's successors in title to this Easement.

Grantor: The original Grantor herein and any and all of Grantor's successors in title to the Property or any portion thereof or interest therein.

Ground Area: The impervious surface footprint of a Building, Structure, including covered porches, attached garages, impervious surface patios, and other impervious surface structures physically or structurally connected thereto but excluding connecting terraces, walkways and Roads and Trails. A wooden pervious surface deck or pervious surface patio shall not be included in Ground Area.

Horse Farm: A place where horses are kept for Commercial or non-Commercial purposes, including pasturing, breeding, boarding, training, riding, showing or selling of horses, but excluding veterinary practices or the sale of feed or equipment. A Horse Farm may include, as an accessory use, instruction for no more than ten (10) students in any week, and training events as part of such on-site instruction. Included in a Horse Farm are Equestrian Structures.

Residential Use: Uses characterized by the residential occupancy of a dwelling unit by a household, whether owned by the occupant or otherwise where tenancy is arranged on a month-to-month or longer basis. Residential Use includes single family residential uses as well as Group Living, Co-Housing, and Convent uses as defined herein.

Impervious: Any material such as paved parking areas, sidewalks, or trail surfaces, which prevents absorption of storm water in or through such surface, but shall not include permeable or "Pervious" paving materials approved by Grantee.

Improvements: Man-made additions to the Property and/or man-made changes in topography, excluding Structures, Roads and Utilities, as defined herein, but including maintenance of berms, ditches, culverts (associated with permitted Roads), ponds, watering troughs, fountains, fencing, cattle guards, pipes, pipelines, mailboxes, gates, gate posts, and signs, as well as unroofed riding rings, hunting stands, blinds, decks and patios that constitute a Pervious Surface (defined below). Agricultural activities, such as plowing, mowing, planting hay or crops, and the planting of trees and other vegetation, shall not be deemed "Improvements."

Industrial Use: Feedlots and Abbatoirs, mining, milling, and heavy manufacturing, and uses characterized tending to injure the Conservation Values by reason of odor, fumes, dust,

smoke, vibration, or creation or use of hazardous materials, beyond that required by normal Agricultural uses.

Livestock: Animals, especially farm animals, raised for use, profit or enjoyment including horses and very small equine, bison, cattle, pigs, mules, sheep, goats, alpacas, llamas, emus, and other similar domesticated animals. Livestock does not include animals meeting the definition of “Pet”.

Nature Study Area: A natural place set aside for the observation or study of flora or fauna, where structures and changes to the landscape are limited to facilities that enable study or observation, such as benches, trails, markers or observation platforms.

Park: Uses of land that are characterized primarily by natural areas, large areas consisting mostly of vegetative landscaping for Passive Recreational Uses for the general public, community clubs or charitable organizations, or community gardens in which persons not owning or residing on the Property grow plants or flowers for personal consumption.

Park Structures: Structures that are limited to those Structures that facilitate the use of the land as a Park, such as picnic shelters, primitive camp sites, maintenance facilities, restrooms, concessions, park office, nature center, visitor center, meeting rooms, interpretive kiosks.

Passive recreational uses: Recreational uses not requiring Structures (except for basic facilities such as parking lots, bathrooms, benches, picnic tables), but making use of areas which are largely left in their natural state except for access trails and gardens. Such uses may include hiking, picnicking, disc golf, hunting, trapping, horseback riding, cross-country skiing, wildlife observation, photography (including commercial photography), or other traditional non-motorized activities.

Pervious Surface: A material, composition or arrangement of materials (including materials of a small size or narrow profile), that allows the penetration or percolation of water into the underlying soil so as not to cause a material increase or concentration of surface water runoff. Gravel surfaces and slatted board walks shall be regarded as a pervious surface.

Road: A private way or driveway located on the Property for the movement of vehicles.

Structure: An assembly of materials forming a construction, including, among other things, Buildings, pools (including swimming pools), sport courts, platforms, observation towers, trestles, piers, open sheds, stone/paved patios, pavilions, roofed tree houses, and including temporary structures having no foundation or footing, such as a tent, constituting Impervious Surfaces, but excluding Improvements, Roads, Parking Areas, Trails, and Utilities.

Trail: A Pervious or Impervious Surface pathway for walking or biking not exceeding ten feet in width for the passage of non-motorized and non-vehicular traffic. Use of electric motorized equipment for handicap access. Use of gas powered or electric motorized equipment for property maintenance may be also be permitted on Trails.

Utility: A facility for the provision of infrastructure services including wells, water storage tanks; septic systems; electricity, telephone and internet transmission lines and cables; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass.

EXHIBIT C:
ALTA SURVEY SHOWING EXCLUSIONS FROM CONSERVATION
EASEMENT

(Recorded Herewith)