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Exempted from recordation tax under the Code of Virginia (1950), as amended, Section 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803

THIS DEED OF GIFT EASEMENT, made this 20th day of November, 2000, between MICHAEL FRANCK CLAYTON and VIRGINIA TUTTLE CLAYTON, husband and wife, their assigns and successors in title, herein called the Grantors; and the VIRGINIA OUTDOORS FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA, herein called the Grantee, whose address is 203 Governor Street, Suite 317, Richmond, VA. 23219; and JAMES M. LEWIS, TRUSTEE, of 1750 Tysons Blvd., Suite 1800, McLean, VA 22102-3915, Sole Acting Trustee, herein called the Trustee, and THE FAUQUIER BANK, herein called the Bank.

WHEREAS, the Open Space Land Act of 1966 (Chapter 17, Title 10.1, §10.1-1700 to §10.1-1705 of the Code of Virginia, as amended) declares that the preservation of open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources, and authorizes the use of easements in gross to maintain the character of open-space land; and

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

WHEREAS, the hereinafter described property fronts on and is located within the Rappahannock River Watershed, an area planned for special environmental protection in the Fauquier County Comprehensive Plan and in the Critical Areas Report prepared by the Division of State Planning and Community Affairs for the General Assembly of the Commonwealth of Virginia, the Rappahannock River being a public water supply source for the City of Fredericksburg and having been designated a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia on March 25, 1976; and

WHEREAS, the hereinafter described property consists of 89.8154 acres of forested lands with access to State Route 798 and fronting on the Rappahannock River; and

WHEREAS, the hereinafter described property is contiguous with other lands under open space easement held by the Virginia Outdoors Foundation; and

Examined and Returned to:

Pin # 6943-46-7638

signed by & returned to

T.P. Parks
ALKER, JONES, LAWRENCE,
DUGGAN & SAVAGE, P.C.
ATTORNEYS AT LAW
CARTER HALL
31 WINCHESTER STREET
ARRENTON, VIRGINIA 20186

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WHEREAS, the hereinafter described property is located within an area of Fauquier County which is designated as a Rural Agriculture (RA) District and which also is located on the "Scenic Roads, Areas, & Rivers Map" (map 8.11 in the Fauquier County Comprehensive Plan); and

WHEREAS, the Comprehensive Plan of Fauquier County, Virginia (1992-2010), as adopted by its Board of Supervisors, includes the following goals: "To recognize the county's traditionally agricultural and rural character and the need for preservation of its open spaces and scenic beauty;" and, "To protect critical environmental resources and to maintain renewable natural resources so that they are not degraded but remain viable for future generations;" and

WHEREAS, preservation of the hereinafter described property will promote the public policies of Fauquier County by protecting open-space, scenic views, forestal land and natural resources; and

WHEREAS, the Grantors are the owners of the fee of the 89.8154 acres of real property hereinafter described which they desire preserved as open space land in the public interest.

NOW THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance by Grantee, the Grantors do hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate consisting of 89.8154 acres, more or less, described below and located in Marshall Magisterial District, Fauquier County, Virginia, and hereinafter referred to as the "Property:"

ALL THAT certain lot or parcel of land located in Marshall Magisterial District, Fauquier County, Virginia, more particularly described as Parcel "B" on a plat and survey by James G. Butler, Jr., C.L.S., dated November 8, 1974, and recorded with a Deed in Deed Book 312 at page 104 and containing 105.6805 acres, more or less.

LESS AND EXCEPT that parcel of land containing 16.000 acres, more or less, and more further described on plat by VH&D, Inc., Land Planners & Surveyors, dated July 26, 1979, and recorded with Deed in Deed Book 388, at page 100.

TOGETHER WITH a fifty foot (50') right of way for purposes of ingress and egress and for the purpose of running electric power lines and

telephone lines from the end of State Secondary Route 798.

AND BEING the same property conveyed to Virginia H. Farrar and James W. Timberlake, V, wife and husband, by Deed dated June 18, 1999 and found of record in the aforesaid Clerk's Office in Deed Book 842, at page 582.

AND ALSO BEING the same property conveyed to Michael Franck Clayton and Virginia Tuttle Clayton, husband and wife, by Deed from Virginia H. Farrar and James W. Timberlake, V, wife and husband, dated July 7, 2000, and recorded in Deed Book 872, at page 841 among the aforesaid land records.

The above described tract of land is shown as P.I.N. #6943-48-9638 in the Fauquier County land records.

AND SUBJECT, HOWEVER, to the restriction that the Grantee or its successors and assigns may not transfer or convey the open-space easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

Except as to the hereinafter described Deed of Trust for the benefit of the Bank, this conveyance is further made subject to all matters of record, which may affect said parcel of land.

The Grantors declare that the Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to burden the Property in perpetuity. Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. It is the purpose of this Easement to ensure that the Property will be retained forever predominantly in its scenic and open-space condition for conservation purposes in the public interest and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property and the Property's natural resources and associated ecosystems. The acts which the Grantors,

their heirs, successors, personal representatives and assigns, covenant to do and not to do upon the Property, and the restrictions which the Grantee is hereby entitled to enforce, are and shall be as follows;

1. Accumulation of trash, refuse, junk, or any other unsightly material is not permitted on the Property.

2. Display of billboards, signs, or other advertisements is not permitted on or over the Property except to state the name and/or address of the owners, to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions to visitors. No such sign shall exceed nine square feet in size.

3. Subdivision of the Property is prohibited. Boundary line adjustments with adjoining parcels of land shall not be considered a subdivision of the Property, provided that the Grantee is notified in writing prior to any conveyance and one of the following conditions is met:

i) The entire adjacent parcel is subject to an open space easement to the Grantee; or


ii) The property boundary line adjustment is reviewed and approved by the Board of Trustees of the Grantee, which approval shall not be unreasonably withheld.

4. Management of forest resources shall be in accord with a forest stewardship plan approved by the Grantee. All forestry activities shall be carried out so as to maintain biodiversity and preserve the environmental and scenic quality of the area. Best Management Practices as defined by the Department of Forestry, shall be used to control erosion and protect water quality. The Grantors, or their successors and assigns shall notify the Grantee no later than 30 days prior to the start of any such activity as well as within 7 days of its completion.

5. Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction operations to create or repair private conservation ponds, or as required in construction or repair of permitted buildings and connecting private roads described in paragraph 6, below. Mining on the Property is prohibited.

6. A) Except as otherwise provided in this Paragraph 6, no permanent or

temporary building or structure shall be built or maintained on the Property, other than: (i) one permanent single-family dwelling and non-residential outbuildings commonly and appropriately incidental thereto, (ii) two (2) secondary dwellings, and non-residential outbuildings commonly and appropriately incidental thereto, (iii) farm buildings or structures, and (iv) connecting private roads. No farm building or structure exceeding 4,500 square feet in ground area may be constructed on the Property without the prior written approval of the Grantee. The Grantee's approval shall not be unreasonably withheld.

 B) No building or structure may be constructed or maintained within two hundred (200) feet of the center line of the Rappahannock River, except that Grantors shall have the right to construct and maintain the dwelling described in 6.A(i) no closer than one hundred ninety (190) feet from the center line of the Rappahannock River. This prohibition shall not apply to the construction or maintenance within the prohibited area of (i) customary fencing, livestock watering troughs and sheds not served by electricity or water and (ii) garden structures, such as decks, gazebos, benches and steps.

7. Industrial or commercial activities other than the following are prohibited: (i) agriculture, silviculture, and horticulture, (ii) temporary or seasonal outdoor activities which do not permanently alter the physical appearance of the Property, and which are consistent with the conservation values herein protected, (iii) activities which can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 people or more shall not exceed seven days in duration unless approved by the Virginia Outdoors Foundation. Notwithstanding any other provision of this easement, no commercial recreational use (except for de minimis commercial recreational uses) shall be allowed on the Property.

8. Representatives of the Grantee may enter the Property (but not building interiors) from time to time for the purpose of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative.

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

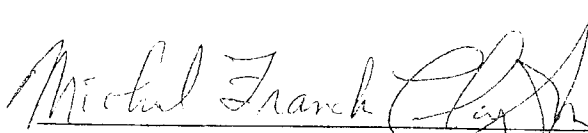
The Fauquier Bank, herein the Bank, is the Noteholder under a certain Deed of


Trust dated July 7, 2000, and recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia in Deed Book 872 at Page 843, which subjects the Property to the Bank's lien. The Bank and the Trustee hereby consent to the terms and intent of this Easement, and agree that the lien represented by the Deed of Trust shall be held subject to and subordinate to this Deed of Gift of Easement. James M. Lewis has authority to act as sole Trustee under the aforesaid Deed of Trust, and, at the consent and direction of the Bank, executes this instrument to confirm his consent to the terms and conditions of this Easement and to the subordination of the lien of the aforementioned Deed of Trust to this Deed of Gift Easement.

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

Acceptance of this conveyance by the Grantee is authorized by §10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director, hereto. Assignment of this easement is governed by §10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals:

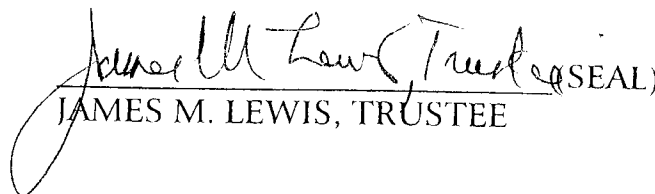
 (SEAL)
MICHAEL FRANCK CLAYTON

 (SEAL)
VIRGINIA TUTTLE CLAYTON

THE FAUQUIER BANK

By:  (SEAL)

Its: Mike President

 (SEAL)
JAMES M. LEWIS, TRUSTEE

Accepted:

VIRGINIA OUTDOORS FOUNDATION,

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

District of Columbia
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

I, Sarah E. Fontana, a Notary Public for the Commonwealth aforesaid, hereby certify that Michael Franck Clayton and Virginia Tuttle Clayton, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 20th day of November, 2000.

Sarah E. Fontana

Notary Public

SARAH E. FONTANA

NOTARY PUBLIC DISTRICT OF COLUMBIA

My Commission Expires January 1, 2002

My commission expires: January 1, 2002

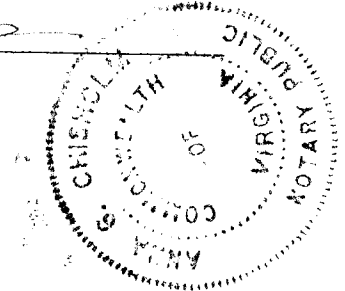
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Montgomery, TO WIT:

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

WITNESS my hand and official seal this 7th day of December, 2000.

Anna G. Chisholm
Notary Public

My commission expires: 31 Oct 2002

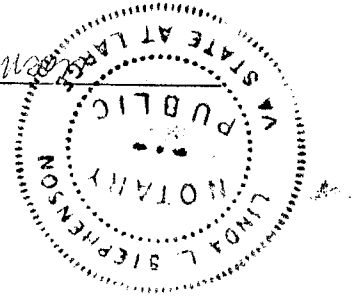


COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF FAUQUIER, TO WIT:

I, Linda L. Stephenson, a Notary Public for the Commonwealth aforesaid,
hereby certify that Jeffrey A. Sisson, as Vice President
of The Fauquier Bank personally appeared before me this day and acknowledged the
foregoing instrument.

WITNESS my hand and official seal this 30th day of November, 2000.

Linda L. Stephenson
Notary Public



My commission expires: 12/31/00

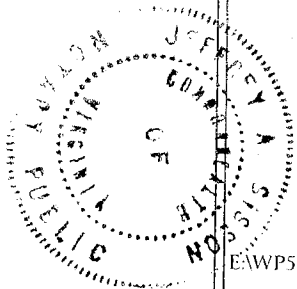
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fauquier, TO WIT:

I, Jeffrey A. Sisson, a Notary Public for the Commonwealth aforesaid,
hereby certify that James M. Lewis, Trustee, personally appeared before me this day and
acknowledged the foregoing instrument.

WITNESS my hand and official seal this 29 day of November, 2000.

Jeffrey A. Sisson
Notary Public

My commission expires: 5/31/02



VIRGINIA: IN THE CLERK'S OFFICE OF THE FAUQUIER CIRCUIT COURT
This instrument was received in this Office and with

certificate admitted to record on **DEC 27 2000**

at 4:10 p.m. Tax of \$ _____ imposed by Section

58.1-802 Paid. Consideration: \$ _____

State Tax \$ _____ County Tax \$ _____

Transfer Fee \$ _____ VSLF \$1.00 Technology Fee \$3.00

Clerk's Fee \$ 16.00 8 Total: \$ 20.00

Teste: Gail H Barb Clerk + 12.00 (313-2 certified copies)

\$ 32.00 TOTAL

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