

DEED OF OPEN-SPACE AND CONSERVATION EASEMENT

THIS DEED OF OPEN-SPACE AND CONSERVATION EASEMENT ("Easement") is made this 27th day of December, 2005, between Daniel H. DuVal, Clive L. DuVal III, and Karen L. Keys DuVal, Grantor, and the Fairfax County Park Authority ("Park Authority") and the Board of Supervisors of Fairfax County, Virginia ("Board") (collectively "Grantee"), for the sum of Sixteen Million Fifty Thousand Dollars (\$16,050,000.00).

WHEREAS:

A. Whenever used herein, the term "Grantor" shall include Daniel H. DuVal, Clive L. DuVal III, and Karen L. Keys DuVal and all personal representatives, heirs, successors and assigns, and the term "Grantee" shall include the Park Authority, its successors and assigns, and the Board, its successors and assigns. The term "Grantor" shall be interpreted to mean multiple Grantors as the case may be.

B. Grantor is the sole owner in fee simple of approximately 41 acres of certain real property identified by Fairfax County Tax Map Numbers 030-2-01-0040-Z, 46-Z, 63-Z and 64-Z ("Property"), in the McLean Planning District, Fairfax County Comprehensive Plan (2003 Edition, as amended) ("the Comprehensive Plan");

C. The Virginia Open-Space Land Act, Va. Code Ann. §§ 10.1-1700 through -1705 (LNMB 1998 & Supp. 2005) authorizes the Park Authority and the Board to acquire this Easement; and

D. The Virginia Conservation Easement Act, Va. Code Ann. §§ 10.1-1009 through -1016 (LNMB 1998 & Supp. 2005), authorizes the provision in any conservation easement of a third party right of enforcement to a charitable trust, which is not a holder of the conservation easement, in order to enforce any of its terms and provides that any person having an express third party right of enforcement has standing to bring an action affecting such conservation easement; and

E. Fairfax County has established the Open Space/Historic Preservation Easements Program, committed to conserving natural and heritage resources as allowed by the Code of Virginia, such as open space, sensitive environmental resources, trees, scenic vistas, historic sites and recreation uses such as trails. Fairfax County policy encourages the use of conservation easements to preserve Heritage Resources for the aesthetic, social, and education

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benefits of present and future citizens, and Heritage Resources are defined as "those sites or structures, including their landscape settings that exemplify the cultural, architectural, economic, social, political, or historic heritage of the County or its communities," including sites or structures listed on the Fairfax County Inventory of Historic Sites (The Fairfax County Policy Plan: The Countywide Policy Element of the Comprehensive Plan); and

F. The Grantor and Grantee recognize that the Property (as defined herein) possesses open, scenic, natural, and historic values (collectively "conservation values") of great importance to the Grantee, the people of Fairfax County, and the people of the Commonwealth of Virginia, including but not limited to, its value as an historic site in a heavily developed area of the County. The Property is significant as having been (1) owned by Henry Lee, (Light Horse Harry), hero of the Revolutionary war, Governor of Virginia and Congressman; (2) owned by Reverend William Maffitt, who officiated at George Washington's Funeral; and (3) part of Camp Griffin during the Civil War. In addition, the Property is adjacent to the property on which the house is located that the National Register nomination cites as serving as sanctuary for President Madison when the British burned Washington, D.C. during the War of 1812, as he sought to find his wife;

G. The Property's conservation values are documented in Baseline Documentation incorporated herein by reference, to be prepared by the Grantee and signed and acknowledged by the Grantor and to be maintained on file at the offices of the Grantee, and the Baseline Documentation is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement; and

H. The Grantor desires to grant to Grantee and Grantee desires to accept this Easement, which will restrict use of the Property by the Grantor by the imposition of the terms, conditions, and restrictions regarding the Property, as hereinafter expressed, and is more particularly shown and described on the plat dated December 20, 2005, entitled "Exhibit "A" Showing Parcels "B", "C", "D" and "E" and Various Easements on the Property of Clive L. DuVal, III and Daniel H. DuVal Deed Book 8443, Page 230 and Daniel H. DuVal and Karen L. Keys DuVal Deed Book 17881, Page 1282" which is attached hereto and incorporated herein by reference as Attachment A.

I. Preservation of the Property's open space is pursuant to state and local governmental conservation policies and will yield a significant public benefit under Internal Revenue Code Section 170(h)(4)(iii)(II) (hereinafter "Code") specifically:

(1) in 1966, the General Assembly of the Commonwealth of Virginia declared that the preservation of land as open space serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by encouraging more desirable and economical development of natural resources, and authorized the use of conservation easements to maintain the character of open space land (Virginia Open Space Land Act of 1966, Acts 1966, C.451; Va. Code Ann. §§10.1-1700 - 10.1-1705);

(2) the Virginia Open-Space Land Act authorizes public bodies, to be holders of conservation easements for the purposes of retaining or protecting natural or open space values of real property, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural or archaeological aspects of real property;

(3) the Virginia Land Conservation Incentives Act of 1999 (Va. Code Ann. §§ 58.1-510 - 58.1-513) encourages the donation of interests in land by providing a state income tax credit for donors of interests in land for conservation purposes to preserve Virginia's natural resources, wildlife habitats, open spaces, and forested resources; and

(4) Virginia is party to the multi-state Chesapeake 2000 Agreement, committing to the goal of preserving from development 20 percent of the land area in the Chesapeake Bay watershed by 2010 to help protect water quality of the Chesapeake Bay;

(5) The Fairfax County Policy Plan: The Countywide Policy Element of The Comprehensive Plan for Fairfax County, Virginia - 2000 Edition, as amended, states:

(a) that Fairfax County has established the Open Space/Historic Easements Program, committed to conserving natural and heritage resources as allowed by the Code of Virginia, such as open space, sensitive environmental resources, trees, scenic vistas, historic sites and recreation uses such as trails, and has entered into a public-private partnership with the Northern Virginia Conservation Trust ("Trust") to implement its easement program; and

(b) that it is a goal of Fairfax County to support the conservation of appropriate land areas in a natural state to preserve, protect, and enhance stream valleys, meadows, woodlands, wetlands, farmland, and plant and animal life, and that small areas of open space should be preserved in already congested and developed areas for passive neighborhood use, visual relief, scenic value, and screening and buffering purposes; and

(c) that Fairfax County should use open space/conservation easements to implement Fairfax County's goals and objectives for the preservation of natural and heritage resources within the context of Fairfax County's suburban and urbanizing character, in accord with the Comprehensive Plan; and

(d) that Fairfax County should use easements to help preserve small areas of open space in already developed areas to shape the character of

the community; to protect trees and other environmental resources; to provide visual relief; to preserve wildlife habitat; to provide buffering and screening; and to otherwise ensure that suburban and urban neighborhoods may retain open space;

(e) that Fairfax County should promote the "use of open space/conservation easements to preserve heritage resources. Encourage property owners to place easements on their properties, working with the County, a local non-profit land trust and/or a state or national entity authorized to hold easements for the purpose of heritage resource preservation. Heritage resources are those sites or structures, including their landscape settings that exemplify the cultural, architectural, economic, social, political, or historic heritage of the County or its communities;"

(6) The Comprehensive Plan states, as part of its Major Objectives:

(a) "Preserve significant heritage resources."

(b) "The Upper Potomac Planning District contains many of the most significant natural and heritage resource areas in Fairfax County."

I. The Property is unique to the immediate and surrounding area, and land development in the immediate and surrounding area is intense and the conservation of the Property is deemed to be a significant public benefit.

NOW THEREFORE, in recognition of the above and in consideration of the Salona Purchase and Sales Contract, and other valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Virginia and in particular but not limited to the Virginia Open-Space Land Act, Grantor and the Grantee agree as follows:

1. Purpose. It is the Purpose of this Easement to preserve the open, scenic, natural, and historic character and values of the Property, as well as certain public recreational values of the Property described herein, and assure that the conservation values of the Property be forever maintained and preserved;

2. Grant. Grantor hereby voluntarily grants and conveys to the Grantee this Easement in gross over the Property, forever and in perpetuity, of the nature and character and to the extent hereinafter set forth. Executed concurrently with this Deed of Easement and incorporated herein by reference is the Salona Purchase and Sales Contract between the Grantor and the Grantee;

3. Restrictions. The following restrictions shall apply to the Property:

3.1 Subdivision. The Property shall not be subdivided, in law or in fact, in any manner. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that the Grantee is notified in writing prior to the completion of any such boundary line adjustment and at least one of the following conditions is met: (1) the entire adjacent parcel is subject to an existing, recorded conservation easement in scope substantially similar to this Easement; or (2) the proposed boundary line adjustment is reviewed and approved in advance by the Grantee and does not result in a reduction of the total amount of property subject to the Easement.

3.2 Uses. Industrial or commercial activities other than the following are prohibited: (1) horticultural, (2) agricultural, (3) viticultural, (4) equestrian activities (including but not limited to the riding, stabling, boarding (for a fee), and breeding of horses), (5) forestal, (6) other activities that replicate the historical activities conducted on the Property, as such activities are identified in the Baseline Documentation, (7) temporary or seasonal activities which do not permanently alter the physical appearance of the Property and which are consistent with the conservation values herein protected, and (8) activities which can be and in fact are conducted within permitted buildings. Activities which cause extensive disturbance of the ground or denude areas in excess of 250 square feet must be reviewed and approved by the Grantee.

3.3 Dumping. There shall be no dumping, burying, or storing of waste, sewage, garbage, vehicles or appliances, or any toxic, hazardous or offensive materials on the Property, except:

(1) appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal;

(2) garbage and wastes which flow into proper septic or other appropriate waste disposal systems;

(3) materials, such as gasoline and diesel fuel, which are customarily used on rural residential, forestal, or agricultural properties and are properly stored pending such use;

(4) vehicles and equipment as necessary for permitted uses on the Property; and

(5) biodegradable materials generated, utilized, and/or processed on the Property to further the permitted uses of the Property while maintaining the

conservation purposes described herein, provided that all such materials comply with any applicable local, state and federal law or regulation.

3.4 Excavation/Fill/Changes to Topography. There shall be no mining, excavating, dredging, or removing from the Property of soil, loam, peat, gravel, sand, hydrocarbons, rock, or other mineral resource or natural deposit and no changing of the topography through the placement or movement of soil or other substance or material such as land fill or dredging spoils, except for:

(1) disturbance of soil to conduct activities on the Property otherwise permitted by this Easement, including gardening, agriculture, horticulture, and active and passive recreation;

(2) placement or movement of soil, rock, or other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding or to enhance habitat values; and

(3) disturbance of soil by or under the supervision of a professionally qualified archaeologist for the purpose of excavating archaeologically significant deposits, sites or features, provided that plans for such archaeological activity have been submitted to and approved by the Grantee in accordance with section 15 below.

(4) Viewshed: For the purpose of protecting the view of the Property, no major public or private utility installation, such as cellular telephone towers or exchanges, electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, or microwave relay stations shall be constructed or placed on the Property in a manner that would impair that viewshed. In addition to protecting the scenic values of the Property, this provision is intended to provide the Grantee such an interest in and to this Property as is sufficient to prohibit the exercise of eminent domain by public utility companies without prior written notice and approval by the Grantee ; and

(5) For the purpose of providing an acoustic and visual buffer between the public use areas of the Property and the adjacent properties, one or more soil berms with appropriate landscaping may be installed as provided in Section 3.9 .

3.5 Use of Chemicals. The use of chemical fertilizers, herbicides, pesticides, fungicides, and natural controls will be permitted only if such use is in compliance with all applicable federal, state, and local statutes and regulations and only to the extent such use does not have a determinable detrimental effect on the conservation values of the Property.

3.6 Density Determinations. The Property shall not 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 which have been encumbered or extinguished by this Easement shall be transferred to any other land pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

3.7 Trees. Removal, destruction, and cutting of living trees with a diameter of greater than nine (9) inches at a height of four and one-half (4.5) feet from soil level is prohibited, except that:

- (a) Grantor shall have the right to maintain trees and shrubs on the Property in a healthy and safe condition using accepted tree care industry practices including standards contained in publications: *ANSI A300 Tree Shrub and Other Woody Plant Maintenance - Standard Practices*;
- (b) Grantor may, with notice in accordance with Sections 15 and 15.1 below, remove any tree which is determined to be diseased or a safety concern or threatens to impair the conservation values of the Property; and
- (c) Grantor may, in emergency cases where trees present an immediate threat to persons or property, take necessary action to remove the threat and notify the Grantee as soon as practicable thereafter; and
- (d) Removal, destruction and cutting of trees is permitted: to the extent necessary (1) for application of sound disease or insect control practices as set forth in section 3.5 above; (2) for construction and maintenance of structures and uses permitted under this Easement; (3) to prevent endangerment of life or danger to structures; (4) for removal of non-native invasive species; and (5) for sustainable management of the forest resources provided that such management is conducted in accordance with a Forest Management Plan that has been reviewed and approved by Grantee, and such Forest Management Plan incorporates the following goals: (i) to maintain, enhance, or improve water quality; (ii) to encourage the long-term health of the forest; (iii) to maintain, improve or enhance the scenic integrity of the forest. However, Grantor may, with approval of Grantee in accordance with Sections 15 and 15.1 below, submit a Management Plan that returns the Property to an earlier usage as open area, pasture and farmland, including the use of farmland for commercial agricultural purposes, subject to Grantee's permitted uses as set forth in Section 3.9, to the extent such activity complies with the Chesapeake Bay Preservation Ordinance.

3.8 Structures and Improvements. "Structures and improvements" as used in this Easement include buildings, swimming pools, tennis courts, walls, driveways, parking areas, and areas of impermeable surface, but do not include a reasonable number of small structures with minimal footprints, such as lawn sculptures, swing sets, and mailboxes, or structures placed on the Property for limited, short periods of time, such as a tent for a party.

No structure or improvement shall hereafter be placed, constructed, or maintained on the Property, except as specifically provided for in this Section and Section 3.9.

The existing structures and improvements on the Property, as identified in the Baseline Documentation, including, without limitation, the driveway, sheds, and fences may be maintained, repaired, removed, rebuilt, or replaced, and new normal and customary accessory structures may be built to serve the permitted uses of the Property, subject to the following limitations and other limitations in this Easement:

(a) new structures or improvements shall be limited to barns, sheds and structures that are consistent with agricultural, equestrian, horticultural, or other farm or similar uses consistent with the permitted uses of the Property;

(b) a driveway from Kurtz Road shall be permitted within the bounds of the Kurtz Road Easement recorded among the land records of Fairfax County, Virginia, contemporaneously herewith;

(c) modifications, removal, rebuilding, and/or replacement of existing structures or improvements shall be subject to easements existing at the time of the grant of this Easement;

(d) no sign, billboard, or advertisement shall exceed three feet by three feet except for temporary signs;

(e) any new fences, gates, and walls shall be constructed in a manner to have a low impact on the conservation values of the Property and such fences, gates, or walls shall not exceed six feet in height. If a fence exceeding six feet in height is deemed by the Grantor to be reasonably necessary to prevent damage to plants, trees or shrubs within an enclosed area or to contain animals within an enclosed area, Grantor may construct such fence after obtaining Grantee's approval in accordance with Sections 15 and 15.1;

(f) all the above-permitted construction activities must be conducted so as to minimize their potential negative impacts on the Property's conservation values, including soil erosion and damage to living trees.

(g) the construction, installation, and maintenance on the Property of water lines, storm or sanitary sewer lines, and natural gas lines, owned or permitted by Fairfax County or other regional service authority, is allowed on the condition that no more land is disturbed than is necessary to provide for the proposed utility installation and only after obtaining Grantee's approval in accordance with Sections 15 and 15.1;

(h) no structures or improvements other than trails or other exempted uses shall be made within the Resource Protection Area ("RPA") unless an exception is approved pursuant to the Fairfax Chesapeake Bay Preservation Ordinance allowing such encroachment in the RPA.

3.9 Recreation and Trail Uses. Grantee shall have the right to use approximately 10 acres of the Property for recreation purposes as long as such activity is conducted in the area bounded by Buchanan Street and Virginia Route 123 (more commonly known as Dolley Madison Boulevard) as agreed to by Grantor and Grantee and more specifically identified in Exhibit A. The activities that Grantee shall be entitled to conduct shall be limited to active and passive recreation uses and, as to active recreation uses, shall include no more than (i) two natural turf rectangular athletic fields not to exceed the dimensions of 230 feet by 360 feet for one and 265 feet by 420 feet for the other, including irrigation system with a building of approximately 170 square feet to house controls, (ii) a playground, (iii) a picnic area with shelter, each without lighting, but with typical athletic apparatus (benches, goals, etc.) associated with athletic facilities and paved or non-impervious surfaced parking for those using or watching the athletic fields or using the playground, picnic area or trail (up to a maximum of 100 vehicles), and stormwater management features to adequately control runoff from these facilities (where low impact stormwater management features will be utilized if feasible as determined by the Grantee), in each case for use during normal Park Authority hours, but which shall in no event include the period beginning at evening civil twilight and ending at morning civil twilight. No commercial activities (including, without limitation, food or beverage concession) shall be permitted, except for horticultural, agricultural, viticultural and equestrian activities or other activities that replicate the historical activities of the Property. No camping or fires shall be permitted by Grantee, except for fires specified by a resource management plan. For the purpose of providing an acoustic and visual buffer between the foregoing activities on the Property and the historic Salona house, one or more soil berms with appropriate landscaping as approved by Grantor and Grantee shall be installed by Grantee at or prior to

the time of the uses by Grantee permitted under this Section. As to passive recreation uses, Grantee is entitled to conduct interpretive events and educational programs and construct and maintain public trails over the Property as shall be agreed to by the Grantor and the Grantee, such trails to allow public access to the County Pimmit Run trail system and the park features. Grantee shall install and maintain appropriate delineation of the trail by fencing or landscaping approved by Grantor, and signage, including interpretive signs and/or kiosks.

3.10 Archaeological Investigations. The Grantee and/or its agents may enter upon the Property from time to time, upon reasonable notice to, and with permission (which shall not be unreasonably withheld) from, the Grantor, for the sole purpose of archaeological excavations and cultural landscape studies as shall be agreed to by Grantor in accordance with paragraph 10(B) of the Salona Purchase and Sales Contract. Archaeological investigations may include excavations and other studies to complete a historic inventory of the Property, including but not limited to a cultural landscape report.

4. Monitoring. The Grantee, its agents, and/or the Trust, pursuant to Va. Code Ann. §§ 10.1-1009 and -1013, may enter upon the Property (but not within building interiors, and not more than twice annually) from time to time, upon reasonable notice to, and with permission (which shall not be unreasonably withheld) from, the Grantor, for the sole purpose of inspections and enforcement of the terms of the Easement granted herein as set forth in Section 5 below. Grantor may have their representative accompany Grantee and/or the Trust.

5. Enforcement. Upon any violation or threatened potential violation of this Easement by the Grantor, the Park Authority and/or the Trust, pursuant to Va. Code Ann. §§ 10.1-1009 and -1013, after reasonable notice to the Grantor, shall be entitled to pursue any cause of action which may be available to the Park Authority to enforce the covenants and restrictions set forth in this Easement. Upon any violation or threatened potential violation of this Easement by the Park Authority, the Grantor and/or the Trust, after reasonable notice to the Park Authority, shall be entitled to pursue any cause of action which may be available to the Grantor to enforce the covenants and restrictions set forth in this Easement. All equitable remedies, including injunctive relief and specific performance pursuant to this Section shall be available to the Park Authority and the Trust seeking to enforce the terms of this Easement. No failure on the part of any party to enforce any covenant or restriction herein or the waiver of any right hereunder by any party shall discharge or invalidate such covenant or restriction or any other covenant or restriction herein, or affect the right of one or more parties to enforce the same in the event of a subsequent breach or default. If the Grantor is found to have breached any of the terms of this Easement, the Grantor

shall be liable to the Park Authority or the Trust for any costs or expenses incurred by the Park Authority or the Trust in enforcing this easement, all costs of restoration necessitated by Grantor's violation of the terms of this Easement, court costs, and reasonable attorney's fees. If the Park Authority is found to have breached any of the terms of this Easement, the Park Authority agrees to reimburse the Grantor or the Trust for all costs of restoration of the Property necessitated by the Park Authority's violation of the terms of this Easement.

6. Multiple Grantees. Each party has independent authority to enforce the provisions of the Easement in accordance with Section 5. In the event that the Grantor, the Park Authority, and the Trust do not agree as to whether the Grantor or the Park Authority is complying with terms of this Easement, each party may proceed with enforcement actions without the consent of the other parties as set forth in Section 5.

7. Acts Beyond Grantor's or Grantee's Control. Nothing contained in this Easement shall be construed to entitle the Grantor, the Park Authority, or the Trust to bring any action against the other party for any injury to or change in the Property resulting from causes beyond Grantor's or the Park Authority's control, including without limitation, trespassers, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor or the Park Authority under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Terms of Easement Survive Merger. Grantor and Grantee acknowledge that should Grantee come to own all or a portion of the fee interest in the Property, (i) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Property by this Easement, as provided in Section 3; and (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement.

9. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Grantee to exercise physical or managerial control over the day-to-day operations of the Grantor's activities on the Property.

10. Sale or Transfer. Grantor agrees to incorporate in whole or by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property as more particularly set forth above and in the Salona Sales and Purchase Contract.

11. Assignment. Grantee may assign its rights under this Easement

to any entity that is a "holder" or "public body" as defined in and in accordance with the Virginia Open-Space Land Act, provided that (i) as a condition of any assignment, Grantee requires that the purpose of this Easement continues to be carried out, and (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and the laws of the Commonwealth of Virginia as an eligible donee to receive this Easement directly. Grantee agrees to notify Grantor in writing at least 60 days prior to any assignment of this Easement.

12. Successors and Assigns. This Easement shall be binding upon the Grantor, including all successors and assigns, future owners of all or any portion of the Property, and their personal representatives and heirs, and shall constitute a servitude upon and touching the Property and shall continue as a servitude running in perpetuity with the Property.

13. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect its stated purpose and the policy and purpose of the Virginia Open-Space Land Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15. Notice and Requests for Approval. When Grantee's approval is requested by Grantor for (i) any boundary line adjustment permitted under the provisions of Section 3.1(2); (ii) any archaeological investigation permitted under the provisions of section 3.4(3); (iii) any Forest Management Plan or Management Plan permitted under the provisions of Section 3.7(d); or (iv) the construction of any fence higher than six feet under the provisions of Section 3.8(e), or (v) the construction and installation of any utility line on the Property, Grantee shall grant or withhold its approval in writing and shall specify the reasons for withholding its approval and the conditions, if any, on which approval might otherwise be given.

15.1 Notice to Grantee. Following the receipt of Grantee's approval under Section 15, and not less than 30 days prior to (i) the removal of any tree permitted under Section 3.7(b), or (ii) the construction of any new structure or

utility line permitted under Section 3.8, Grantor agrees to notify Grantee and the Trust in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee and the Trust to monitor such activity in accordance with Section 4 above. If such information was not previously provided to Grantee or the Trust, the notice shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At Grantee's sole discretion, Grantee may permit commencement of the activity less than 30 days after receiving Grantor's written notice.

Written requests and notices by Grantor and any subsequent response by the Grantee or the Trust shall be deemed given three (3) days after mailing by registered or certified mail, or on the day of delivery if sent by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, Director, Fairfax County Park Authority, 12055 Government Center Parkway, Suite 927, Fairfax VA 22035 and the Fairfax County Attorney's Office, 12000 Government Center Parkway, Suite 549, Fairfax, VA, 22035-0064; (b) if to Grantor, to Daniel H. DuVal at 1214 Buchanan Street, McLean, VA 22101, with a copy to Clive L. Duval III at 1 Hosier Road, Sharon, CT 06069 and (c) if to the Trust, to The Northern Virginia Conservation Trust, Packard Center, 4022 Hummer Road, Annandale, VA 22003.

Any party can change the address to which notices are to be sent by giving notice pursuant to this paragraph.

16. Limitations on Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a local court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of this Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of Section 16.1 (except with the value of the easement reduced by the bargain sale purchase consideration paid by the Grantee for this Easement), adjusted, if necessary, to

reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

16.1 Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Easement (for federal income tax purposes) on the effective date of this grant to the value of the Property, without deduction for the value of the Easement, on the effective date of this grant. The values on the effective date of this grant shall be those values used to calculate the value of the easement for federal income tax purposes, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

17. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. The recovered proceeds shall be divided in accordance with the provisions of Section 16.1, unless a different result is required by state law. The respective rights of Grantor and Grantee set forth herein shall be in addition to, and not in limitation of, any rights they may have at common law.

18. Limitations on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may mutually agree, in writing, to amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Code and the laws of the Commonwealth of Virginia. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit additional residences to be constructed on the Property, and shall not permit any impairment of the significant conservation values of the Property.

Any such amendment shall be executed by Grantee or by Grantee's successor in title to the benefits of this Easement and the record owner of the Property at the time of the amendment and shall be filed in the Office of the Clerk of the Circuit Court, Fairfax County, Virginia. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

19. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this DEED OF CONSERVATION EASEMENT is recorded in the Office of the Clerk of the Court, Fairfax County, Virginia, after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Easement.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this Easement as of the date and year first above written.

(Signatures Appear on the Next Page)

GRANTOR:

Daniel H. DuVal
Daniel H. DuVal

Clive L. DuVal III, by Daniel H. DuVal atty-in-fact
Clive L. DuVal III

Karen L. Keys DuVal
Karen L. Keys DuVal

COUNTY OF FAIRFAX, TO WIT:

I, Tuder S. Gourlay, a Notary Public for the Commonwealth aforesaid, hereby certify that Daniel H. DuVal, Clive L. DuVal, III, by Daniel H. DuVal, Attorney-in-Fact, and Karen L. Keys DuVal personally appeared before me this day and acknowledged the foregoing instrument.

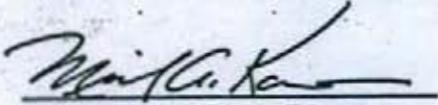
WITNESS my hand and official seal this 22nd day of December, 2005.

Tuder S. Gourlay
Notary Public

My commission expires: 02/21/06 (SEAL)

GRANTEE:

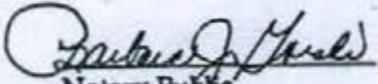
FAIRFAX COUNTY PARK AUTHORITY


By: Michael A. Kane, Director

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, TO WIT:

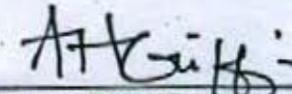
I, Barbara J. Goeski, a Notary Public for the Commonwealth aforesaid, hereby certifies that Michael Kane, Director of the Fairfax County Park Authority, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 20th day of November 2005.


Notary Public

My commission expires: 11/30/2009 (SEAL)

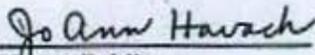
BOARD OF SUPERVISORS OF FAIRFAX COUNTY VIRGINIA


By: Anthony H. Griffin, County Executive

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, TO WIT:

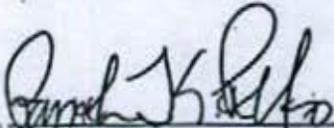
I, JO ANN HAVACH, a Notary Public for the Commonwealth aforesaid, hereby certifies that Anthony H. Griffin, County Executive of the Board of Supervisors of Fairfax County, Virginia, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 22 day of DECEMBER 2005.


Notary Public

My commission expires: July 31, 2008 (SEAL)

Approved as to Form:


Assistant County Attorney

NORTHERN VIRGINIA CONSERVATION TRUST

Michael Nardolilli
By: Michael Nardolilli, President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, TO WIT:

I, Carlos E. Lewis, a Notary Public for the Commonwealth aforesaid,
hereby certifies that Michael Nardolilli, President of the Northern Virginia
Conservation Trust, personally appeared before me this day and acknowledged
the foregoing instrument.

WITNESS my hand and official seal this 20th day of December 2005.

CL E Lewis
Notary Public

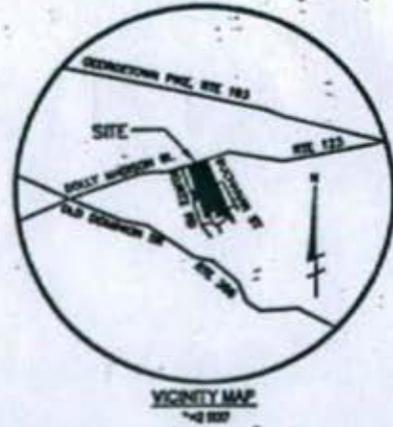
My commission expires: 8/31/08 (SEAL)

GENERAL NOTES

- 1) THE PROPERTY SHOWN HEREON IS IDENTIFIED ON THE FAIRFAX COUNTY TAX ASSESSMENT MAP
 030-3-01-0040-Y & 030-3-01-0040-Z,
 030-3-01-0041-Y & 030-3-01-0041-Z,
 030-3-01-0042-Y & 030-3-01-0042-Z AND
 030-3-01-0043-Y & 030-3-01-0043-Z AND
 030-3-01-0044-Y & 030-3-01-0044-Z.
- 2) HORIZONTAL DATUM IS VIRGINIA STATE GRID NORTH.
- 3) NO EVIDENCE OF CONCRETE WAS NOTED ON THE SUBJECT PROPERTY.
- 4) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO AND FROM A DAILY DEDICATED PUBLIC STREET OR HIGHWAY.
- 5) EXCEPT AS SHOWN NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITIES OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES CONTACT "WIS UTILITY" 1-800-251-7777.
- 6) THE SUBJECT PROPERTY IS SERVED BY PUBLIC WATER AND SANITARY SEWER.
- 7) ALL MEASUREMENTS AND DISTANCES ARE IN U.S. SURVEY FEET.
- 8) THE SUBJECT PROPERTY IS LOCATED IN FURIAL ZONE 3, AS SHOWN ON COMMUNITY PANELS MAPPER 55525 003 0, REVISED MARCH 5, 1990 AND MAPPER SERIES 030 0, REVISED MARCH 5, 1990.
- 9) TITLE REPORT FURNISHED BY LAWRENCE TITLE INSURANCE CORPORATION, COMMENT # 001, DATED MAY 24, 2004.
- 10) BOUNDARY INFORMATION BASED ON PUBLIC RECORD AND A FIELD SURVEY BY RICE ASSOCIATES CONDUCTED ON DECEMBER 7, 2006.

SYMBOL LEGEND

UL	UTILITY POLE
SM	SANITARY MH
LM	LINEMAN MH
PR	PRICE
WV	WATER VALVE
WM	WATER METER
UG	UNDERGROUND GAS LINE
AP	APPROX-APPROXIMATE
ASPH	ASPH-ASPHALT
BLDG	BLDG-BUILDING
CL	CL-CONCRETE
CLF	CLF-CHAIN LINK FENCE
COMP	COMP-COMPUTER
CONC	CONC-CONCRETE
DRN	DRN-SEWER
DRN	DRN-SEWER
EMT	EMT-EMERALD
FNC	FNC-FENCE
IR	IR-IRON ROD FOUND
IRP	IRP-IRON PIPE FOUND
IRB	IRB-IRON ROD SET
IRH	IRH-IRON ROD
NONF	NONF-NON-FUNCTION FOUND
OM	OM-OVERHEAD WIRE
REC	REC-RECORD
RPA	RPA-RESURVEY PROTECTION AREA
SM	SM-SANITARY
SEM	SEM-SEWER
STM	STM-STORM
TRNS	TRNS-TRANSFORMER



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD BEARING
C1	31.25	2034	125.000	31.25	N62.5000W
C2	37.22	1822	140.000	37.22	N70.0000W
C3	34.11	2244	110.000	34.11	N57.5000W
C4	42.08	1718	150.000	42.08	N77.5000W
C5	36.25	2124	115.000	36.25	N65.0000W
C6	42.68	2034	125.000	42.68	N72.5000W
C7	45.58	1822	140.000	45.58	N77.5000W
C8	33.42	2244	110.000	33.42	N62.5000W
C9	33.42	2244	110.000	33.42	N62.5000W
C10	33.42	2244	110.000	33.42	N62.5000W
C11	33.42	2244	110.000	33.42	N62.5000W
C12	33.42	2244	110.000	33.42	N62.5000W
C13	33.42	2244	110.000	33.42	N62.5000W
C14	33.42	2244	110.000	33.42	N62.5000W
C15	33.42	2244	110.000	33.42	N62.5000W
C16	33.42	2244	110.000	33.42	N62.5000W
C17	33.42	2244	110.000	33.42	N62.5000W
C18	33.42	2244	110.000	33.42	N62.5000W

LINE TABLE

LINE	LENGTH	BEARING
L1	10.00	S12.0000W
L2	21.57	N81.0000W
L3	20.00	S81.0000W
L4	10.00	N12.0000W
L5	40.00	S12.0000W
L6	10.00	S12.0000W
L7	10.00	S12.0000W
L8	10.00	S12.0000W
L9	10.00	S12.0000W
L10	10.00	S12.0000W
L11	10.00	S12.0000W
L12	10.00	S12.0000W
L13	10.00	S12.0000W
L14	10.00	S12.0000W
L15	10.00	S12.0000W
L16	10.00	S12.0000W
L17	10.00	S12.0000W
L18	10.00	S12.0000W

AREA TABULATION

PARCEL "A"	7.7418 ACRES
PARCEL "C"	1.4836 ACRES
CONSERVATION AREA	41.8881 ACRES
TOTAL AREA	50.9135 ACRES

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	EXISTING CONDITIONS
SHEET 3	PROPOSED PARCELS AND EASEMENTS PER CONTRACT

EXHIBIT "A"
 REVISED
PARCELS "B", "C", "D" AND "E"
 AND VARIOUS EASEMENTS
 ON THE PROPERTY OF
CLIVE L. DUVAL, III AND DANIEL H. DUVAL
 DEED BOOK 8443, PAGE 230
 AND
DANIEL H. DUVAL AND KAREN L. KEYS DUVAL
 DEED BOOK 17881, PAGE 1282

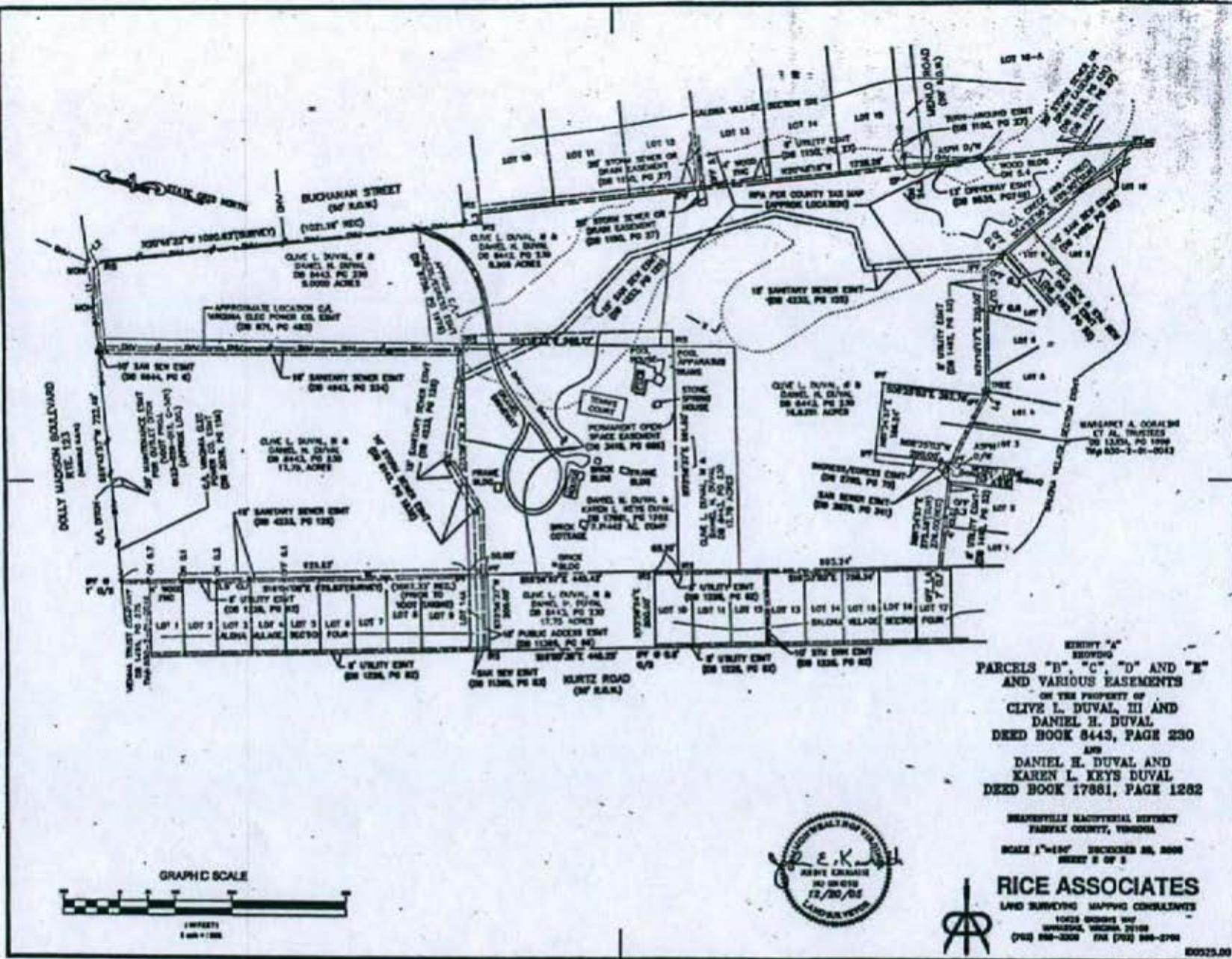


MEASUREMENTS MADE BY
 FAIRFAX COUNTY, VIRGINIA
 SCALE 1"=40' DIMENSIONS IN, DIM
 SHEET 1 OF 3
RICE ASSOCIATES
 LAND SURVEYING AND CIVIL ENGINEERING
 10010 MARKET WAY
 WINSTON-SALEM, VIRGINIA 27158
 (703) 486-2000 FAX (703) 486-0200

NO.	DATE	DESCRIPTION	BY	CHKD.

BK 18082 0354

00025.00

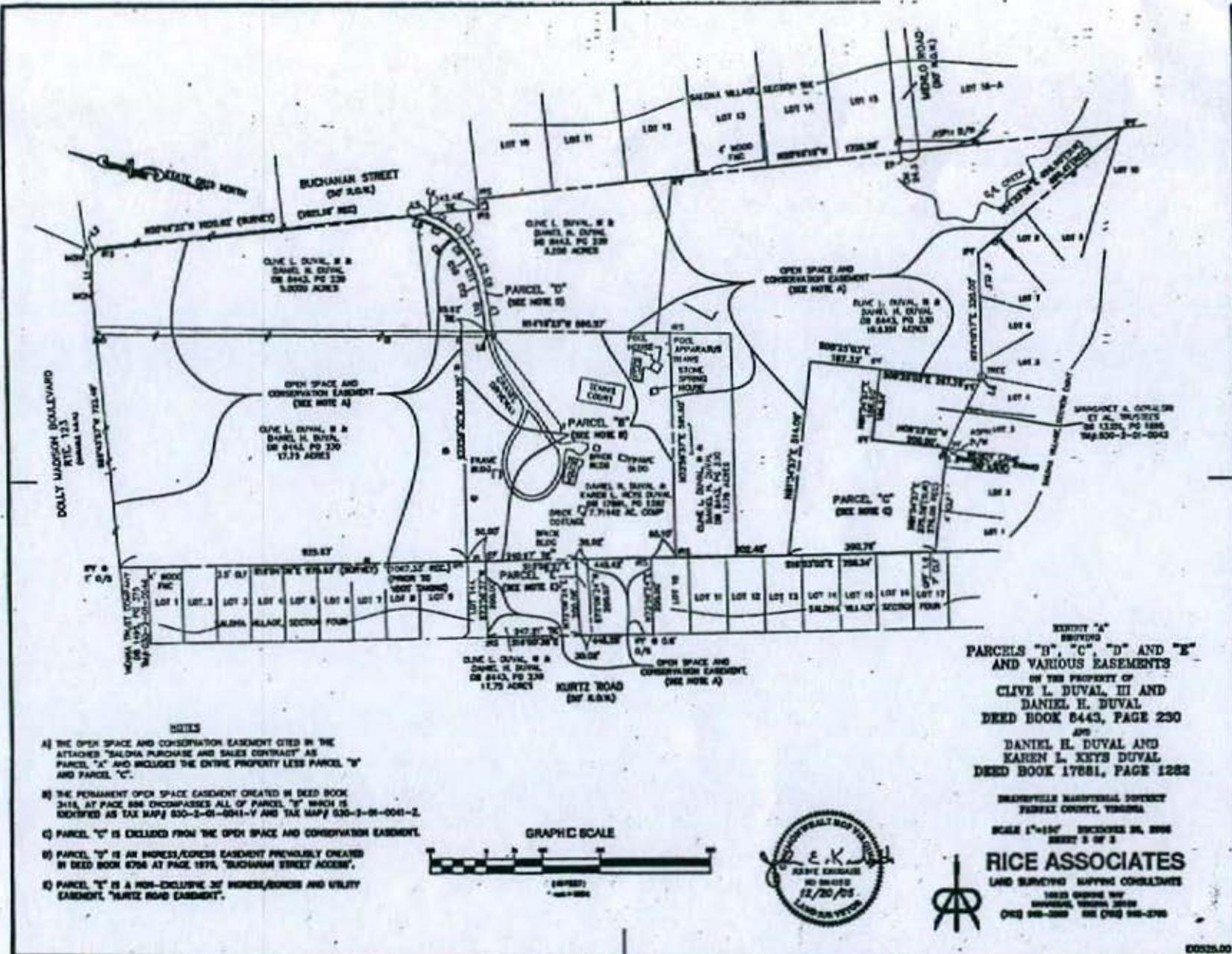


SEVENTY "A"
 SHOWING
PARCELS "B", "C", "D" AND "E"
 AND VARIOUS EASEMENTS
 ON THE PROPERTY OF
 CLIVE L. DUVAL, III AND
 DANIEL H. DUVAL
 DEED BOOK 8443, PAGE 230
 AND
 DANIEL H. DUVAL AND
 KAREN L. KEYS DUVAL
 DEED BOOK 17881, PAGE 1282

MANASSAS METROPOLITAN DISTRICT
 FAYETTE COUNTY, VIRGINIA
 SCALE 1"=50' DECEMBER 20, 2008
 SHEET 2 OF 2

RICE ASSOCIATES
 LAND SURVEYING MAPPING CONSULTANTS
 10222 BRIDGEWAY
 MANASSAS, VIRGINIA 20108
 (703) 790-3200 FAX (703) 790-2700





- NOTES**
- A) THE OPEN SPACE AND CONSERVATION EASEMENT CITED IN THE ATTACHED "SALOMA PURCHASE AND SALES CONTRACT" AS PARCEL "A" AND INCLUDES THE ENTIRE PROPERTY LESS PARCEL "B" AND PARCEL "C".
 - B) THE PERMANENT OPEN SPACE EASEMENT CREATED IN DEED BOOK 3418, AT PAGE 806 ENCOMPASSES ALL OF PARCEL "B" WHICH IS IDENTIFIED AS TAX MAP# 630-2-01-0041-V AND TAX MAP# 630-2-01-0041-Z.
 - C) PARCEL "C" IS EXCLUDED FROM THE OPEN SPACE AND CONSERVATION EASEMENT.
 - D) PARCEL "D" IS AN EGRESS/EGRESS EASEMENT PREVIOUSLY CREATED IN DEED BOOK 6704 AT PAGE 1879, "BUCHANAN STREET ACCESS".
 - E) PARCEL "E" IS A NON-EXCLUSIVE 30' EGRESS/EGRESS AND UTILITY EASEMENT, "KURTZ ROAD EASEMENT".

GRAPHIC SCALE

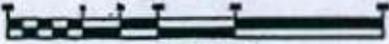


EXHIBIT "A"
 DRAWING
PARCELS "B", "C", "D" AND "E"
 AND VARIOUS EASEMENTS
 OF THE PROPERTY OF
 CLIVE L. DUVAL, III AND
 DANIEL H. DUVAL
 DEED BOOK 8443, PAGE 230
 AND
 DANIEL H. DUVAL AND
 KAREN L. KEYS DUVAL
 DEED BOOK 17881, PAGE 1282

MANASSAS HARBORLAND DISTRICT
 FARMEX COUNTY, VIRGINIA
 SCALE 1"=100' EXCERPT NO. 806
 SHEET 2 OF 2

RICE ASSOCIATES
 LAND SURVEYING MAPPING CONSULTANTS
 1823 GARDNER WAY
 MANASSAS, VIRGINIA 20108
 (703) 798-3888 FAX (703) 798-3700

