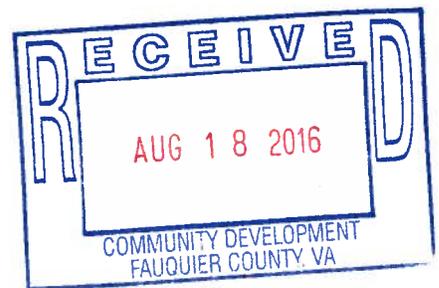


Exhibit B



BK 0824PG0189

9814047

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

Examined and Returned to: Andrea Brown

MAILING ADDRESS OF GRANTEE:

Virginia Outdoors Foundation
263 Government St, #316
Richmond, VA 23219

DEC 10 1998
VA

Tax Map Nos.:
Lot 4R-1 -6022-98-4602-000
Lot 7R -6032-17-9614-000
Lot 8 -6022-94-5679-000
Lot 9R -6022-86-4391-000

Prepared By:

WALKER, JONES, LAWRENCE,
DUGGAN & SARGENT, PC
ATTORNEYS AT LAW
CARTER MALL
31 WINCHESTER STREET
WARRENTON, VIRGINIA 2018

THIS DEED OF GIFT EASEMENT, made this 4th day of December, 1998, between MEHRMAH PAXANDEH, widow and not remarried, herein called the Grantor, and the VIRGINIA OUTDOORS FOUNDATION, an Agency of the COMMONWEALTH OF VIRGINIA, herein called the Grantee.

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 contains high elevation open meadows, remnant orchards, and forested slopes, ridges and peaks of Goose Creek Mountain, also known as Brushy Mountain; and

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WHEREAS, the hereinafter described property contains springs and tributaries of Kettle Run and Crooked Run, both streams which flow into Goose Creek; and

WHEREAS, the hereinafter described property is located within the Goose Creek Watershed, an area planned for special environmental protection in the Fauquier County Comprehensive Plan and in the Critical Environmental Areas Report by the General Assembly of the Commonwealth of Virginia, Goose Creek being a public water supply source 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 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, the hereinafter described property is located on the "Scenic Roads, Areas, & Rivers Map" (map 8.11 in the Comprehensive Plan of Fauquier County); and

WHEREAS, areas of the hereinafter described property are visible from and contribute to the scenic views from State Route 688, a Virginia Byway and a Fauquier County designated scenic

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road, as well as Interstate Route 66, U.S. Route 50, and U.S. Route 17; and

WHEREAS, the hereinafter described property is within the viewshed of the G. Richard Thompson Wildlife Management Area and the Appalachian National Scenic Trail; and

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

WHEREAS, the Grantor is the owner of the fee of real property hereinafter described which she desires 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 Grantor does hereby grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of the real estate consisting of 587.5088 acres described below and located in the Marshall Magisterial District, Fauquier County, Virginia, north of Markam, VA, and accessed from State Route 688, hereinafter referred to as the "Property:"

ALL THOSE tracts or parcels of land containing in the aggregate of 587.5088 acres, more or less, consisting of the following lots of record which shall be treated as one tract of land for the purposes of this easement.

LOT 4R-1 containing 131.0991, acres, more or less, on plat entitled "Plat Showing Boundary Line Adjustment Lot 11R and Lot 4R, Apple Manor Subdivision (also known as Leeds Manor Orchard Subdivision)" prepared by

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Carson, Harris & Associates dated April 7, 1998, said plat being attached to Boundary Line Agreement Deed recorded in Deed Book 806, page 138, in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.

AND BEING the same property conveyed to Mehrmah Payandeh, widow and not remarried, by Deed dated June 25, 1997, from Virginia Beef Corporation, a Virginia Corporation, recorded in Deed Book 780, page 1538, in the aforesaid Clerk's Office.

AND FURTHER being the same property conveyed to Mehrmah Payandeh, widow and not remarried, by Boundary Line Agreement Deed dated April 17, 1998, from Virginia Beef Corporation, a Virginia Corporation, recorded in Deed Book 806, page 138, in the aforesaid Clerk's Office.

LOT 7R, containing 181.8244 acres, more or less, and LOT 8, containing 152.1932 acres, more or less, on plat of survey prepared by James H. Harris & Associates, Inc., entitled "Boundary Line Adjustment Plat (Plat Two) on Apple Manor Subdivision (Also known as Leeds Manor Orchard Subdivision)", dated April 30, 1993, and recorded in Deed Book 696, page 1546, in the aforesaid Clerk's Office.

AND BEING the same property conveyed to Mehrmah Payandeh by Deed dated July 29, 1997, from Shawn A. Hamrick, Trustee for the A. K. Land Trust, recorded in Deed Book 782, page 1521, in the aforesaid Clerk's Office.

LOT 9R, containing 122.3921 acres, more or less, on plat of survey prepared by James H. Harris & Associates, Inc., entitled "Boundary Line Adjustment Plat (Plat Two) on Apple Manor Subdivision (Also known as Leeds Manor Orchard Subdivision)", dated April 30, 1993, and recorded in Deed Book 696, page 1546, in the aforesaid Clerk's Office.

AND BEING the same property conveyed to Mehrmah Payandeh, widow and not remarried, by Deed dated July 29, 1997, from Virginia Beef Corporation, a Virginia Corporation, recorded in Deed Book 782, page 1509, in the aforesaid Clerk's Office.

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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.

This conveyance is further made subject to all matters of record which may affect said parcel of land.

Restrictions are hereby imposed on uses of the property pursuant to the public policies set forth above. The acts which the Grantor, her 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 three by three feet in size.
3. Subdivision of the Property into more than nine (9) parcels is prohibited. Boundary line adjustments between the nine parcels on the Property shall not be considered a subdivision of the property provided that no such adjustment shall create any additional building rights or parcels.
4. Management of forest resources shall be in accord with a forest stewardship management plan approved by the Grantee. The forest stewardship plan shall be written by the Virginia Department of Forestry or a licensed

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practicing forester. The Property currently contains approximately 450 acres of forested land comprised of oak-hickory, yellow poplar-maple, and orchard-mixed forest types, among others. In order to preserve the forested character of the property and its' natural and scenic resource values, a minimum of two thirds of the area of any parcel shall remain in forest. Nothing in this clause, however, shall be deemed to require the owner of any parcel to reforest any area which is constituted open, unforested lands as of the date of signing of this easement. Clearing of the forest shall be permitted for the purpose of creating sites for permitted buildings and constructing private roads and for creating pasture, meadow, wildlife enhancement, or planted areas provided that the open area acreage of any parcel shall not exceed one third of the total parcel. All forestry activities shall be carried out so as to maintain biodiversity, preserve the environmental and scenic quality of the area and to develop and maintain a well-distributed composite of uneven aged trees comprised of multiple tree species. The naturally occurring vegetation within one hundred (100) feet of all stream corridors must be left substantially in its natural state and protected from degradation by livestock; minimal pruning, limbing and tree cutting are excepted for maintenance, safety and aesthetic purposes. Best Management Practices, as defined by the Department of Forestry, shall also be used to control erosion, protect water quality and riparian corridors. The Grantor, or her successors and assigns shall notify the Grantee no later than 30 days prior to the start of any such activity requiring a forest stewardship management plan 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 to create private conservation ponds, or as required in construction of permitted buildings and connecting private roads described in paragraph 6, below. Mining on the Property is prohibited.
6. No permanent or temporary building or structure shall be built or maintained on any parcel on the Property other than (i) one (1) single family dwelling and one (1) secondary dwelling, (ii) non-residential outbuildings or structures commonly and appropriately incidental to such dwellings, and (iii) farm buildings or structures. Farm buildings or structures exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written permission for said building or structure is obtained in writing from

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Grantee. Any building or structure, dwellings included, shall be constructed, sited, designed and landscaped to harmonize or be complementary with the existing landscape, shall not diminish the scenic views enjoyed by the public, and shall minimize impact on the natural, scenic, and open space qualities of the property.

7. Industrial or commercial activities other than the following are prohibited: 1. agriculture, silviculture, and horticulture, 2. 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, 3. 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 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. Grantor, her 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.

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

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

WITNESS the following signatures and seals.

Mehrmah Payandeh (SEAL)
MEHRMAH PAYANDEH, Grantor

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: Tamara A. Vance (SEAL)
Tamara A. Vance, Executive Director

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

I, LORA S. GOFF, a Notary Public for the Commonwealth aforesaid, hereby certify that MEHRMAH PAYANDEH, Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 4th day of December, 1998.

Lora S. Goff
Notary Public



My commission expires: June 30, 2001

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COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF MONTGOMERY, to-wit:

I, Deborah B. Clay, 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, 1998.

Deborah B. Clay
Notary Public

My commission expires: 9-30-01

HPW/lsg



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 10 1998 at 10:19 A.m. Tax of \$ imposed by Section 58.1-802 Paid. Consideration: \$ 0
State Tax \$ 0.15 County Tax \$ 0.05
Transfer Fee \$ VSLF \$1.00 Technology Fee \$3.00
Clerk's Fee \$ 17.00 Total \$ 21.20
Teste: Wm O'Harris Clerk