

Prepared by and Return to:

Robyn E. Hill, Esquire
McGuireWoods LLP
901 East Cary Street
Richmond, VA 23219

Tax Parcel Nos.: 35(a)-150 and 35(a)-150C

DEED OF CORRECTION

THIS DEED OF CORRECTION is made as of July 11, 2006 between **ARVEL P. SHANNON, widow of Sidney L. Shannon, Jr.** (“Grantor”), and the **VIRGINIA OUTDOORS FOUNDATION**, an agency of the COMMONWEALTH OF VIRGINIA (“Grantee”), whose address is 203 Governor Street, Suite 302, Richmond, Virginia 23219, and is exempt from recordation taxes pursuant to Virginia Code Section 58.1-810.2.

RECITALS

1. A Deed of Gift of Easement dated May 13, 2006 from Grantor to Grantee was recorded June 1, 2006 in the Clerk’s Office of the Circuit Court of the County of Spotsylvania, Virginia, as Instrument No. 200600018905 (the “Deed”), conveying an open-space easement in gross over, and the right in perpetuity to restrict the use of, certain real estate located in Courtland Magisterial District, Spotsylvania County, Virginia, fronting on Courthouse Road (State Route 208) and Leavells Road (State Route 639), consisting of 37.5 acres.

2. The Deed was intended to convey an open-space easement over and the right to restrict the use of two parcels of real estate totaling 37.5 acres in the aggregate, but due to an oversight the Deed described the 37.5 acre parcel without regard to a subdivision of a 2.00 acre parcel from such 37.5 acre parcel, which 2.00-acre parcel which had been assigned a separate tax parcel number.

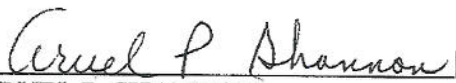
3. The undersigned desire to correct the Deed to better describe the parcels of real estate burdened by the easement and restrictions imposed by the Deed consisting of 37.5 acres in the aggregate, more or less, identified as Spotsylvania County Tax Parcel Nos. 35(a)-150 (35.5 acres, more or less) and 35(a)-150C (2.00 acres, more or less), described in Exhibit A attached hereto and made a part hereof (the "Property").

WITNESSETH

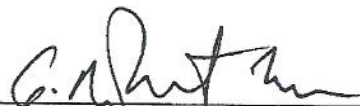
The undersigned agree that the Deed is hereby corrected to include Tax Parcel No. 35(a)-150C which consists of 2.00 acres, more or less and to amend and restate as Exhibit A attached the legal description of both parcels burdened by the easement and restrictions on use.

These conveyances are made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signatures and seal:

 [SEAL]
ARVEL P. SHANNON

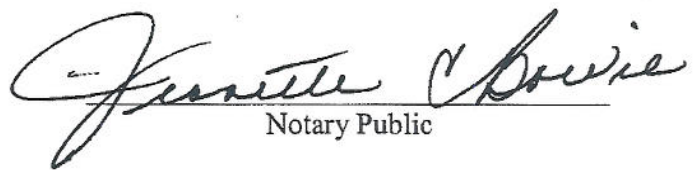
VIRGINIA OUTDOORS FOUNDATION

By 
Name: G. ROBERT LEE
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF SPOTSYLVANIA

The foregoing instrument was acknowledged before me this 17th day July,
2006 by ARVEL P. SHANNON.

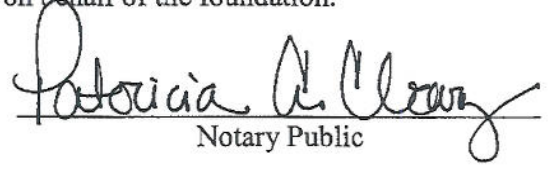

Notary Public

My commission expires: 3-31-2007

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF RICHMOND :

The foregoing instrument was acknowledged before me this 8th day AUGUST,
2006 by G. ROBERT LEE, EXECUTIVE DIRECTOR of the
VIRGINIA OUTDOORS FOUNDATION, on behalf of the foundation.


Notary Public

My commission expires: MAY 31, 2007

Grantee's Address:

Virginia Outdoors Foundation
203 Governor Street, Suite 302
Richmond, Virginia 23219

EXHIBIT A

PARCEL 1 – Tax Parcel No. 35(a)-150

42.1102± acres being Exhibit A in the Deed from Sovran Bank, N.A., Executor under the Will of Sidney L. Shannon, Jr. to Arvel P. Shannon dated September 6, 1988, recorded December 15, 1988 in the Clerk's Office, Circuit Court, Spotsylvania County, Virginia in Deed Book 827, page 196.

LESS AND EXCEPT

- 1) 2.0057 acres (Parcel A on plat of survey dated June 16, 1995, prepared by Edison L. Sullivan, Land Surveyor, recorded in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia in Plat Book 5, page 193) conveyed to Kenneth R. Cooper, Sr. and Mary Jane Cooper by Deed from Arvel P. Shannon dated September 1, 1995, recorded September 12, 1995 in Deed Book 1320, page 78.
- 2) 2.0057 acres (Parcel B on plat of survey dated June 16, 1995, prepared by Edison L. Sullivan, Land Surveyor, recorded in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia in Plat Book 5, page 193) conveyed to Brian Lee Earhart and Patricia Ann Earhart by Deed from Arvel P. Shannon dated September 1, 1995, recorded September 12, 1995 in Deed Book 1320, page 80.
- 3) Those parcels conveyed to the Commonwealth of Virginia by Deed from Arvel P. Shannon dated January 3, 2002, recorded January 17, 2002 in Deed Book 2101, page 270.

PARCEL 2 – Tax Parcel No. 35(a)-150C

2.0000± acres (Parcel C on a plat entitled "Plat of Subdivision on the land of Arvel P. Shannon, known as Tax Map 35(a)-150 'SUNNYSIDE FARM' Located in Courtland District, Spotsylvania County, Virginia" was subdivided out of the remainder parcel by the above referenced plat recorded on May 12, 2005 in the Clerk's Office of the Circuit Court of the County of Spotsylvania, Virginia as Instrument No. 200500018319.

Prepared by and return to:
Robyn E. Hill, Esq.
McGuireWoods LLP
901 East Cary Street
Richmond, Virginia 23219

Tax Map Nos.35-A-150

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT, made this 13th day of May, 2006, between ARVEL P. SHANNON, the widow of Sidney L. Shannon, Jr., herein called the "Grantor", whose address is 10524 Courthouse Road, Fredericksburg, Virginia 22407, and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, herein called the "Grantee", whose address is 203 Governor Street, Suite 302, Richmond, Virginia 23219.

WITNESSETH:

WHEREAS, the Open Space Land Act of 1966, Chapter 461 of the 1966 Acts of the Assembly, (Chapter 17, Title 10.1, §§10.1-1700 through 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 through 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, historic, scientific, open-space and recreational lands of the Commonwealth; and

WHEREAS, the Grantor is the owner in fee simple of the real property hereinafter described (the "Property"); and

WHEREAS, the Property is an iconic 19th century Virginia Farmstead, consisting of open rolling fields, a house built in the 1800's with the typical period farmstead of classic barn and silo and agricultural outbuildings, and a pond; and

WHEREAS, the preservation of the Property will further the goals of the Spotsylvania County Comprehensive Plan, which states "Our historical and cultural resources shall be preserved" and "Scenic approaches and buffers to preserve viewsheds around Civil War battlefields and other historic sites shall be secured" and "Growth shall preserve or enhance our aesthetic environment"; and

WHEREAS, the Property is an excellent example of a surviving residential complex that demonstrates the ordeal of Spotsylvania's Civil War wartime population and was a destination for many prominent Confederate officers during 1862 and 1863; and

WHEREAS, the Property fronts on State Route 208, which was the Potomac supply line during the Civil War and the Battle of Spotsylvania Courthouse in May 1864, during the Civil War, and which is documented by a Virginia Department of Historic Resources historical marker on the property; and

WHEREAS, the Property is mentioned in contemporary accounts of the Civil War and has been identified by representatives of the National Park Service as an important symbol of Spotsylvania County's cultural heritage and historic past, including the experience of Spotsylvania County's civilian population during the Civil War; and

WHEREAS, the Property is visible from Courthouse Road (State Route 208) and Leavells Road (State Route 639) both of which are highly traveled roadways, and provides a visual respite from ever increasing commercial and industrial development along those roadways; and

WHEREAS, the Property possesses significant historic, scenic, and open-space values (the "Open Space Values"), the preservation of which will benefit the citizens of the Commonwealth, which Open Space Values include, but are not limited to, those described in the preceding paragraphs; and

WHEREAS, the Grantor and the Grantee desire to protect in perpetuity the historic character and other Open Space Values of the Property herein specified; and

WHEREAS, the Grantor and the Grantee intend to accomplish such protection by restricting the use of the Property as hereinafter set forth; and

WHEREAS, the Grantee has determined that the restrictions hereinafter set forth (the "Restrictions") will preserve and protect in perpetuity the Open Space Values of the Property, which values are reflected in the preceding paragraphs, the Grantee's evaluation of the Property, and the documentation of the condition of the Property as contained in its files and records; and

WHEREAS, the conservation purpose of this easement is to preserve and protect in perpetuity the Open Space Values of the Property; and

WHEREAS, the Grantee has determined that the Restrictions will limit the uses of the Property to those uses consistent with, and not adversely affecting, the Open Space Values of the Property, the scenic values enjoyed by the general public, and the governmental conservation policies furthered by this easement.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantor does hereby give, 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 37.5 acres described below, located in Courtland Magisterial District, Spotsylvania County, Virginia, fronting on Courthouse Road (State Route 208) and Leavells Road (State Rout 639), and herein referred to as the "Property".

42.1102+ acres being Exhibit A in the Deed from Sovran Bank, N.A. Executor under the Will of Sidney L. Shannon, Jr. to Arvel P. Shannon dated September 6, 1988, recorded December 15, 1988 in the Clerk's Office, Circuit Court, Spotsylvania County, Virginia in Deed Book 827, page 196.

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- 1) 2.0057 acres (Parcel A on plat of survey dated June 16, 1995, prepared by Edison L. Sullivan, land Surveyor, recorded in the Office of the Clerk of the Circuit Court of Spotsylvania County, Virginia in Plat Book 5, page 193) conveyed to Kenneth R. Cooper, Sr. and Mary Jane Cooper by Deed from Arvel P. Shannon dated September 1, 1995, recorded September 12, 1995 in Deed Book 1320, page 78.
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- 3) Those parcels conveyed to the Commonwealth of Virginia by Deed from Arvel P. Shannon dated January 3, 2002, recorded January 17, 2002 in Deed Book 2101, page 270.

The above-described tract is shown as Tax Map and parcel number: 35 ((A))-150-2 among the land records of Spotsylvania County and totals 37.5 acres.

AND SUBJECT, HOWEVER, to the restriction that the Grantee 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.

Restrictions are hereby imposed on use of the Property pursuant to the public policies set forth above. The Grantor covenants that no acts or uses that are inconsistent with the conservation purposes of this easement shall be conducted or undertaken on the Property. The acts that the Grantor covenants to do and not to do upon the Property, and the Restrictions that the Grantee is hereby entitled to enforce, are and shall be as follows:

1. **TRASH.** Accumulation or dumping of trash, refuse, or junk 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 on the Property, as long as such practices are conducted in accordance with applicable laws and regulations.

2. **SIGNS.** Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except to: (i) state the name and/or address of the owners or Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. No such sign shall exceed nine square feet in size.
3. **DIVISION.** Division or subdivision of the Property in any manner is prohibited: the Property may not be sold or conveyed except as a whole.
4. **MANAGEMENT OF FOREST.** No timber harvesting shall be permitted on the Property other than for the Grantor's or her successors' domestic consumption, except that the cutting of trees that (i) have died naturally, (ii) are removed for the permitted uses hereunder, (iii) were they not removed, would jeopardize the health of the forest or (iv) would present an imminent hazard to human health or safety is permitted. It is the intent of the Grantor that the existing woodlands be maintained in their natural state.
5. **RIPARIAN BUFFER.** A forested or vegetated buffer extending a minimum of 35 feet from the bank of the pond shall be maintained on the Property. This buffer shall be protected from degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted, provided that the function of the buffer to protect water quality is not impaired.
6. **GRADING, BLASTING, MINING.** Grading, blasting, or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds, or as required in the construction of permitted buildings, structures, connecting private roads, and utilities as described in Paragraph 7. Generally accepted agricultural activities shall not constitute any such material alteration. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted buildings and private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the Open Space Values of the Property. Mining on the Property by surface mining or any other method is prohibited.
7. **BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure may be built or maintained on the Property other than:
 - (i) The existing main house of 3,140 square feet, built in the early 1800's, standing on the Property on the date of the deed (the "Historic House"), which may be repaired, restored, renovated, or replaced at the same location; provided, the Historic House may only be replaced (at a size of no greater than 3,140 square feet in enclosed living area) if it is totally or substantially destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty beyond the control of the Grantor and provided further any renovation or replacement shall be consistent with the historic character of the Property and shall be approved by the Grantee prior to beginning construction, which approval shall not be unreasonably withheld and shall be limited to consideration of whether the proposed structure is consistent with the historic character of the Property;

- (ii) The existing barn of approximately 4,852 square feet, built at the turn of the century, standing on the Property on the date of the deed (the "Historic Barn"), which may be repaired, restored, renovated, or replaced at the same location, provided the Historic Barn may only be replaced (at a size of no greater than 4,852 square feet of enclosed usable area) if it is totally or substantially destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty beyond the control of the Grantor provided further any renovation or replacement shall be consistent with the historic character of the Property and shall be approved by the Grantee prior to beginning construction, which approval shall not be unreasonably withheld and shall be limited to consideration of whether the proposed structure is consistent with the historic character of the Property;
- (iii) The existing secondary dwelling of 1,281 square feet which may be repaired, replaced at the same location, or renovated, but not enlarged;
- (iv) non-residential outbuildings or structures commonly and appropriately incidental to the Historic House and Historic Barn or any replacements thereof; and
- (v) Farm buildings or structures, currently existing on or consistent with the historic character of the Property; provided, however, that a farm building or structure exceeding 2,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure is obtained from the Grantee, which approval shall not be unreasonably withheld and shall be limited to consideration of the impact of the size, height and sitting of the proposed structure on the Open-Space Values of the Property and whether the proposed structure is consistent with the historic character of the Property; for the purposes of this subparagraph a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in paragraph 8.

Private roads and utilities that serve permitted buildings or structures in this Paragraph 7 may be constructed.

- 8. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, viticulture, aquaculture, silviculture, horticulture, and equine activities, (ii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the conservation values herein protected, and (iii) activities that can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof. Temporary outdoor activities involving 100 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing. Notwithstanding any other provision of this easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.
- 9. **ENFORCEMENT.** Representatives of the Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this easement after permission from or reasonable notice to the owner or the owner's representative. The Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms

of this easement as existed on the date of the gift of the easement except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that the Grantor failed to comply with this easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by the Grantee.

10. **NOTICES TO GRANTEE.** The Grantor shall notify the Grantee in writing at, or prior to, closing on any *inter vivos* transfer or sale of the Property. This deed of easement shall be referenced by deed book and page number, or instrument number, in any deed conveying any interest in the Property. The Grantor shall notify the Grantee in writing not less than 60 days prior to beginning construction of any building requiring the Grantee's approval under paragraph 7. The Grantee shall have 30 days to object to the proposed construction, after which the construction shall be deemed to have been approved by the Grantee.
11. **EXTINGUISHMENT.** The Grantor and the Grantee intend that this easement be perpetual and not be extinguished, and extinguishment of this easement is not permitted under the Open-Space Land Act, Virginia Code Section 10.1-1700 *et seq.* Restrictions set forth in the easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of section 10.1-1704 of the Virginia Code. In any sale or exchange of the Property subsequent to such extinguishment, the Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set forth below, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. The Grantor agrees that the donation of the perpetual conservation restriction in this easement gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. The Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this easement and of the Open-Space Land Act. No part of the Property may be converted or diverted from open space uses as herein defined except in accordance with Virginia Code Section 10.1-1704.
12. **DOCUMENTATION.** Documentation retained in the offices of the Grantee describes the condition and character of the Property at the time of the gift. The Documentation may be used to determine compliance with and enforcement of the terms of the easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination.
13. **SUCCESSORS IN INTEREST.** The covenants, terms, conditions and restrictions contained in this easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

14. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement. This easement shall not be construed to permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation.

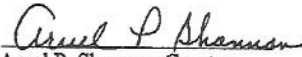
If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this easement shall not be affected thereby.

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


The parties hereto agree and understand that 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 IRS regulations (see section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit, and challenge by all appropriate tax authorities. The Virginia Outdoors Foundation makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. The parties hereto intend that the easement conveyed herein shall be a qualified conservation contribution within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this easement from being a qualified conservation contribution. By its execution hereof, the Grantee acknowledges and confirms receipt of the Easement and further acknowledges that the Grantee has not provided any goods or services to the Grantor in consideration of the grant of the Easement.

Acceptance of this conveyance by the Virginia Outdoors Foundation is authorized by §§ 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Deputy Director, Leslie H. Grayson, by authority granted by the Board of Trustees of the Grantee at its September 23, 2004 meeting in Charlottesville, Virginia. Assignment of this easement is governed by §§ 10.1-1801 of the Code of Virginia.

WITNESS the following signatures and seals.


Arvel P. Shannon, Grantor

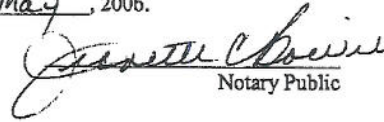
Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: 
Leslie H. Grayson, Deputy Director

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

I, Jeanette C. Bowie, a Notary Public for the Commonwealth aforesaid, hereby certify that ARVE P. SHANNON Grantor, personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 13th day of May, 2006.

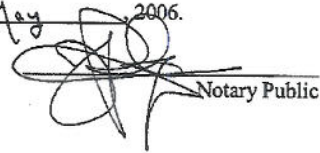

Notary Public

My commission expires: 03-31-2007 (SEAL)

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

I, Jennifer L. Perkins, a Notary Public for the Commonwealth aforesaid, hereby certify that Leslie H. Grayson, Deputy Director of the Virginia Outdoors Foundation, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Virginia Outdoors Foundation.

WITNESS my hand and official seal this 26th day of May, 2006.


Notary Public

My commission expires: 31 July 2008 (SEAL)

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