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County of Mathews Map Id. No: 22 A 17

**DEED OF GIFT WITH  
DECLARATION OF RESTRICTIONS**

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**THIS DEED OF GIFT IS EXEMPT FROM RECORDATION TAXES UNDER THE CODE OF  
VIRGINIA §§58.1-811(D)**

**THIS DEED OF GIFT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE  
EXAMINATION.**

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THIS DEED OF GIFT WITH DECLARATION OF RESTRICTIONS is made  
this 27 day of October, 2010, by and between **CONRAD MERCER HALL** (the  
“Grantor”)[index as grantor]; and **MIDDLE PENINSULA CHESAPEAKE BAY**  
**PUBLIC ACCESS AUTHORITY**, a governmental entity (the “Grantee”)[index as  
grantee]. Grantee has a current notice address of P. O. Box 286, Saluda, Virginia, 23149.  
**MIDDLE PENINSULA LAND TRUST**, a not-for-profit Virginia corporation  
 (“MPL”)[index as grantee], joins in the execution hereto to acknowledge and accept the  
terms hereof.

**WITNESSETH:**

WHEREAS, Grantor owns the Property (as hereinafter defined);

WHEREAS, Grantor, in support of the ideals and mission of the Grantee to  
promote the history of Mathews County, Virginia, and to educate others as to the history,  
people and ecology of Mathews County, Virginia, desires to gift the Property to the  
Grantee; provided, however, the Grantor also desires that no part of the Property be used  
for commercial or industrial purposes, and that it hereafter be used, in perpetuity, only as

a nature park and waterfront center for the purpose of teaching about the history of the people of Mathews County, Virginia, and the ecology of the land and the surrounding waters, including, but not limited to, teaching skills associated with the traditional trades and crafts of the people of Mathews County, Virginia, including farming, fishing, boat building, seamanship, navigation, sailing and rowing;

WHEREAS, Grantee, desiring to receive the Property and further carry out its mission by using the Property as Grantor intends, has agreed (as evidenced by its execution hereof which is made pursuant to that certain resolution duly adopted by the Grantee's Board of Directors on October 8th, 2010), for itself and its successors and assigns, to accept the Property subject to the restrictions set forth herein; and

WHEREAS, Grantor and Grantee desiring to plan for the protection of the Property if the intended mission becomes impossible to carry out, have agreed that in the event the intended mission becomes impossible to carry out, the Property, in its entirety, shall automatically become subject to a conservation easement, the holder of which shall be MPL, which by its execution hereof, acknowledges and agrees to the terms hereof;

NOW THEREFORE, for and in consideration of the support for the conservation and educational goals and mission of the Grantee, and as a gift without monetary consideration, the Grantor does hereby give, grant and convey, with Special Warranty, to Grantee, the following described property (the "Property"), to-wit:

*[See Exhibit "A" attached hereto and incorporated herein by this reference.]*

This conveyance is made expressly subject to the terms set forth in this deed, as well as any and all unexpired covenants, conditions, restrictions, reservations and easements, if any, lawfully affecting the Property, duly of record and constituting constructive notice.



### **DECLARATION OF RESTRICTIONS**

It is understood, agreed and declared by Grantor and Grantee, with Grantee's declaration and agreement being made for itself and its successors and assigns, that the Property shall be held, leased, transferred, and sold subject to the following perpetual conditions and restrictions (the "Restrictions") which shall run with the land and be binding on all parties and persons claiming under them:

(i) There shall be no commercial or industrial use of the Property. Notwithstanding the foregoing, the Property may be used to operate a small retail shop primarily selling products associated with the Uses (as hereinafter defined) or produced in the carrying out of the Uses, provided that the profits therefrom are used to maintain the Property and/or carry out and fulfill the Uses. For purposes hereof, the phrase "small retail shop" shall mean and refer to one (1) enclosed area on the Property (either in the Existing Structure or in a Permitted Structure (as hereinafter defined)) that does not exceed a size greater than fifty percent (50%) of the floor space of the Existing Structure (as hereinafter defined) on the date of this deed. The construction and use of the small retail shop shall at all times be subject to the Restrictions.

(ii) There shall be no commercial recreational use of or on the Property.

(iii) The Property shall not be subdivided.

(iv) The Property may only be used as a nature park and waterfront center for the purpose of teaching about the history of the people of Mathews County, Virginia, and the ecology of the land and the surrounding waters, including, but not limited to, teaching skills associated with the traditional trades and crafts of the people of Mathews County, Virginia, including farming, fishing, boat building, seamanship, navigation, sailing and rowing (the foregoing uses are hereafter referred to as the "Uses").

(v) Except as expressly permitted by the terms hereof, there shall be no construction, maintenance, or placement of any structures or fills on the Property, including, but not limited to, buildings, mobile homes, billboards or signs. Notwithstanding the foregoing restriction, the foregoing shall be permitted (the "Permitted Structures"):

(A) Maintenance and repair of the building that exists on the Property as of the date of this Deed (the "Existing Structure") may be performed.

(B) New structures may be constructed and maintained on the Property if the same are necessary to carry out and fulfill the Uses; provided, however, the structures shall be architecturally similar to that of the Existing Structure, and shall replicate the design standards customarily found in Mathews County, Virginia during the late nineteenth century or early twentieth century.

(C) Boardwalks, parking lots, wildlife management structures, observation decks, picnic areas, foot trails, and informative signs directing invitees to any of the foregoing may be placed on the Property, provided that any such structure (1) permits the natural movement of water, (2) preserves the natural contour of the ground, and (3) is in compliance with all applicable federal, state and local laws pertaining to wetlands, fish and wildlife, natural resources and/or the environment.

(D) A sign on the Property identifying the Park Name (as hereinafter defined) may be constructed and maintained on the Property.

(vi) There shall be no mining, drilling, destroying of wetlands, placing of trash and yard debris, and/or removing topsoil, sand, or other materials from the Property, except as may be (a) necessary on a case-by-case basis with the prior written approval of the U.S. Army Corps of Engineers ("USACE"), and/or (b) reasonably appropriate to develop and maintain the Property as a place of wildlife habitat and to protect the ecosystems existing on the Property. There shall be no dumping of trash, garbage or waste or other unsightly or offensive materials on the Property.

(vii) Any ditching, draining, diking, damming, filling, excavating, grading, plowing, and/or flooding/ponding on the Property shall be performed in compliance with all applicable Federal, State and local laws and regulations.

(viii) There shall be no cultivating, harvesting, cutting (other than either (a) pruning or limbing of dead, diseased or damaged material only, (b) selective cutting to insure plant growth and healthy wooded lots, and/or (c) the cultivating of plants on small areas of the Property for instructional purposes associated with the Uses), logging and/or using fertilizers and spraying with biocides on the Property, except as may be necessary on a case-by-case basis with prior approval by USACE (if USACE has jurisdiction over the same); and, in any event, the same be performed in compliance with all applicable Federal, State and local laws and regulations. Notwithstanding the foregoing, sixty-seven percent (67%) (approximately 6.0 acres) of the Property may be cleared of forest if such



clearing is necessary to carry out and fulfill the Uses or construct the Permitted Structures, provided the same shall be performed in compliance with all applicable Federal, State and local laws and regulations.

(ix) The Property shall be known as the "Mathews Heritage Park: In memory of Elsie M. and Otey W. Hall and the generations of Halls of Mathews County, Virginia" (the "Park Name").

**CONSERVATION OF THE PROPERTY IF THE RESTRICTIONS ARE  
VIOLATED OR EXTINGUISHED**

(A) If Grantee or its successor or assigns use and/or develop the Property in contravention of the Restrictions, or (b) if a change in conditions takes place which makes it impossible for Grantee or its successors or assigns to continue to use the Property for the Uses and in accordance with the Restrictions and the Restrictions are extinguished by judicial proceeding after a court of competent jurisdiction determines that the Restrictions can no longer be carried out, then, in either event, it is understood, agreed, granted and declared by Grantor and Grantee, for themselves and their respective successors and assigns, that upon either (a) the failure to cease using the Property in contravention of the Restriction within thirty (30) days after notice from MPL, or (b) the aforementioned judicial determination, the Property, in its entirety, shall automatically become subject to a perpetual conservation easement (as defined in § 10.1-1009 of the Code of Virginia, 1950, as amended) for the benefit of MPL (who shall be the holder (as defined in § 10.1-1009 of the Code of Virginia, 1950, as amended) thereof), and its successors and assigns as the "holder" of the conservation easement, and restrictions shall automatically be imposed on the use of the Property in accordance with the policy of the Commonwealth of Virginia as set forth in Chapter 10.1 of Title 10.1 of the Code of Virginia, 1950, as amended.

Grantee, for itself and its successors and assigns, does hereby agree (a) that the following conditions and restrictions, which shall be perpetual, run with the land, and be enforceable by MPL and its successors and assigns, shall become effective immediately upon the conservation easement taking effect (the "Conservation Easement"), and (b) to execute, upon the request of MPL or its successors and assigns, any additional documents necessary to effectuate, grant and preserve the Conservation Easement:

(i) There shall be no commercial, institutional or industrial use of the Property.

(ii) There shall be no commercial recreational use of or on the Property.

(iii) The Property shall not be subdivided or developed.

(iv) There shall be no construction, maintenance, or placement of any structures or fills on the Property, including, but not limited to, buildings, mobile homes, billboards or signs. Notwithstanding the foregoing, the following shall be permitted: (a) Boardwalks, parking lots, wildlife management structures, observation decks, picnic areas, foot trails, and informative signs directing invitees to any of the foregoing may be placed on the Property, provided that any such structure (1) permits the natural movement of water, (2) preserves the natural contour of the ground, and (3) is in compliance with all applicable federal, state and local laws pertaining to wetlands, fish and wildlife, natural resources and/or the environment; (b) a sign on the Property identifying the Park Name may be constructed and maintained on the Property; and (c) the Existing Structure and the Permitted Structures that were constructed prior to the Conservation Easement taking effect shall be maintained and repaired, as and when necessary. MPL and its successors and assigns shall have the right to require that the Grantee and its successors and assigns remove any structure constructed on the Property in violation of the Restrictions and/or the terms of this paragraph.

(v) There shall be no mining, drilling, destroying of wetlands, placing of trash and yard debris, and/or removing topsoil, sand, or other materials from the Property, except as may be (a) necessary on a case-by-case basis with the prior written approval of the U.S. Army Corps of Engineers ("USACE"), and/or (b) reasonably appropriate to develop and maintain the Property as a place of wildlife habitat and to protect the ecosystems existing on the Property. There shall be no dumping of trash, garbage or waste or other unsightly or offensive materials on the Property.



(vi) Any ditching, draining, diking, damming, filling, excavating, grading, plowing, and/or flooding/ponding on the Property shall be performed in compliance with all applicable Federal, State and local laws and regulations.

(vii) There shall be no cultivating, harvesting, cutting (other than either (a) pruning or limbing of dead, diseased or damaged material only, and/or (b) selective cutting to insure plant growth and healthy wooded lots), logging and/or using fertilizers and spraying with biocides on the Property, except as may be necessary on a case-by-case basis with prior approval by USACE (if USACE has jurisdiction over the same); and, in any event, the same be performed in compliance with all applicable Federal, State and local laws and regulations.

(viii) There shall be no manipulation or alteration of natural water courses, lake shores, marshes or other water bodies nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow.

Notwithstanding the foregoing restrictions applicable upon the Conservation Easement taking effect, Grantee, and its successors and assigns, shall have the right to conduct and carry-out the Uses at any time after the Conservation Easement takes effect.

MPL agrees to hold the Conservation Easement exclusively for preservation and conservation purposes, and it shall not transfer the Conservation Easement, or its rights to enforce the Restrictions and/or effectuate the Conservation Easement, in exchange for money, property or other consideration. MPL may not transfer or assign the Conservation Easement except to a public or private agency that is an organization engaged in promoting the conservation and preservation purposes for which the rights are herein granted to MPL, and that is an eligible donee "qualified organization" within Section 170 of the Internal Revenue Code or any successor provision and regulations thereunder. MPL may not transfer the rights herein granted or the Conservation Easement, whether or not for consideration, unless the transferee, as a condition of the

transfer, requires that the conservation purposes which Grantor's gift was originally intended to advance continues to be carried out.

It is understood, agreed and declared by Grantor and Grantee, with Grantee's declaration and agreement being made for itself and its successors and assigns, that the Property shall be held, leased, transferred, and sold subject to foregoing, which shall run with the land and be binding on all parties and persons claiming under them

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