

**Prepared by:**  
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**1/21/10 draft**

TAX MAP NOS: 13002314, 13002313, 13001556, 13002316, 12007403, 12007404, 12007405, 12007407, 12007402, 13002316, 12007408, 12007589 & 12008073

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** (this "Easement"), made this \_\_\_ day of \_\_\_\_\_, 2010, between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, ("Grantor") and the **VIRGINIA OUTDOORS FOUNDATION**, an agency of the COMMONWEALTH OF VIRGINIA ("Grantee").

**RECITALS:**

**R-1** Grantor is the owner in fee simple of real property situated in Hampton, Virginia, containing in the aggregate 25.06 acres as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth;

**R-2** Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provision of any subsequent federal tax laws and regulations) (the "IRC") and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth;

**R-3** Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of permanent open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land;

**R-4** Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural

resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for open-space use by the public, all as more particularly set forth below;

**R-5** Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, 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;

**R-6** As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the City of Hampton Comprehensive Plan, Buckroe Master Plan adopted on 2005, as amended, and the Property is designated as Special Public Interest District- Buckroe (SPI-B) on the city's future land use map; and

**R-7** This open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. The Open-Space Land Act cited above;

b. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

c. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Hampton as delineated in:

a. the Hampton Community Plan (2006, as amended) to which plan the restrictions set forth in this deed conform and which contains the following;

Environmental Stewardship Objectives (pp. EN-3&4)

- "Protect and improve the natural features found in Hampton: wetlands, forested areas, coastal dunes and beaches, and habitats for rare, threatened and/or endangered species."
- "Promote partnerships with private groups and other levels of government to improve environmental quality."

- “Promote the open space environment as an asset, valued for aesthetics, recreation, and protection of wildlife habitats.”

Environmental Stewardship Policies (pp. EN-23-24)

- “EN Policy 3: Support regional efforts to promote sustainable use of regional natural assets. Support regional and multi-state efforts to acquire, develop, operate, and maintain regional open space, greenway, and waterway systems.”
- “EN Policy 16: Promote the implementation of environmental stewardship policies as part of small area, district and corridor master plans.”
- “EN Policy 18: Identify and protect highly valued natural resources in order to preserve their beneficial functions for clean water, clean air, and natural habitat.”
- “EN Policy 19: Promote the preservation and enhancement of functional open spaces such as greenways, blueways, and wildlife habitat corridors.”
- “EN Policy 24: Protect and enhance public access to waterways and waterfront areas.”

Community Facilities Objectives: (p. CF-3)

- “Promote partnerships with private, non-profit, and governmental agencies in the provision of community facilities.”
- “Locate, design and develop conservation areas and public open space to create a sense of community and to define and connect neighborhoods and districts.”; and

The Buckroe Master Plan (2005, as amended) to which plan the restrictions set forth in this deed conform and which contains the following:

Design Principles (p. 17)

- “Improve access to the parks and beaches, and rebuild the fishing pier.”

The Bayfront Initiative:

- “The beach and the park will remain the public center of the community.”
- “They (the park and beach) will forever remain public, an amenity for the neighborhood and the City.”

**R-8** This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below;

**R-9** Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II;

**R-10** Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement; and

**R-11** Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

**NOW, THEREFORE**, in consideration of the foregoing recitals incorporated herein and made a part hereof and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross (Easement) over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of approximately 25.06 ± acres located in Hampton, Virginia, fronting the Chesapeake Bay to-wit:

All those certain lots, pieces or parcels of land situate, lying and being in the City of Hampton, Virginia, containing 25.06 ± acres shown and designated as Conservation Easement on those certain plats entitled, “CONSERVATION EASEMENT PLAT OF THE BUCKROE AREA, PARCELS A1-A11 TO BE CONVEYED TO THE VIRGINIA OUTDOORS FOUNDATION, CITY OF HAMPTON, VIRGINIA” and “CONSERVATION EASEMENT PLAT OF THE BEACH AREA NORTH OF NORTH FIRST STREET, SALT PONDS AREA, PARCELS B1-B2 TO BE CONVEYED TO THE VIRGINIA OUTDOORS FOUNDATION, CITY OF HAMPTON, VIRGINIA” made by Michael Surveying & Mapping, P.C., dated October 15, 2009 and recorded in the Clerk’s Office of the Circuit Court of the City of Hampton, Virginia in Miscellaneous Plat Book \_\_\_\_ at pages \_\_\_\_ and \_\_\_\_\_.

The Property is shown as RPC Nos. 13002314, 13002313, 13001556, 13002316, 12007403, 12007404, 12007405, 12007407, 12007402, 13002316, 12007408, 12007589 & 12008073 among the land records of the City of Hampton, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

**SECTION I -PURPOSE**

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Documentation Report described in Section IV below and include its open-space, scenic, natural, and recreational values. Pursuant to the Virginia Land Conservation Foundation’s (VLCF’s) Conservation Value Review Criteria the further purpose of this Easement is

preservation of land for public recreation and preservation of open space designated by local government.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

## SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

**1. DIVISION.** The Property (which includes Parcel A, the Buckroe Area, containing 19.83± acres, and Parcel B, the Salt Ponds Area, containing 5.23± acres respectively, as shown on Exhibit A attached hereto) shall be considered one parcel for the purposes of this easement. Separate conveyance of a portion of the Property or division, or subdivision of the Property is prohibited. Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions or subdivisions of the Property, provided that Grantee approves such adjustments, is made party to any deed creating a boundary line adjustment, and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee.

**2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.**

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property:

(a) **Non-residential buildings and structures.** No buildings or structures shall be located on Parcel B. On Parcel A non-residential buildings and structures commonly and appropriately incidental to public recreational activities including, but not limited to, restroom facilities, picnic shelters, band stand pavilion, nets for public athletic contests and performance (beach volley ball, beach soccer) and concessions kiosks serving food and beverages to the public, all sized appropriately to serve as amenities to public recreational use;

(b) **Existing Pier, Observation Deck and Gazebo.** The existing Pier known as Pier One, observation deck and adjoining Gazebo and the Buckroe Fishing Pier with bait and tackle shop and associated infrastructure may be repaired and maintained but may not be extended or enlarged unless prior written

approval shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed expansion or enlargement of such structures and infrastructure on the conservation values of the Property;

(c) **Roads Public Parking Areas** and Trails. Operation and maintenance of existing public roads to serve permitted buildings or structures existing paved public parking on the Property and foot and bike trails shall be allowed. New public roads or parking areas shall not be constructed on the Property unless Grantee determines that the addition of such roads or parking will not impair the conservation values of the Property and Grantee gives prior written approval of such new construction; and

(d) **Utilities.** Public utilities to serve permitted buildings or structures and public park areas. Public or private utilities to be constructed in whole or in part to serve other properties shall not cross the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the conservation values of the Property and gives its prior written approval for such construction and maintenance, which approval shall take into consideration the visibility and other impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve such public or private utilities.

(ii) Grantor shall have the right to construct buildings, structures, roads, and utilities permitted in this Section II Paragraph 2 and to repair, maintain, renovate and replace all new and existing permitted buildings, structures, roads, and utilities on the Property, within the limitations set forth in this Easement.

(iii) The collective footprint of all buildings and structures on the Property, excluding the fishing piers, parking areas, and roads, shall not exceed 1% of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in (i) (a) through (c) above and all other impervious surfaces, excluding roads.

**3. INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities are prohibited with the exception of the following:

- (i) temporary or seasonal outdoor governmental, recreational, or social activities (which include the rental of existing spaces for weddings and other social events) that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values of the Property herein protected;
- (ii) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance; and
- (iii) all primary and accessory activities or uses associated with the operation and maintenance of a public park, fishing pier and public beach.

Temporary outdoor activities involving 100 or more people shall not exceed 7 consecutive days in any 90-day period without prior written approval of Grantee.

4. **SHORELINE PROTECTION AND LANDSCAPING.** To protect water quality and preserve the sandy beachfront area, the width of which may change over time, no plowing, cultivation, filling, grading or other earth-disturbing activity is permitted, except as may be reasonably necessary for (i) wetland or shoreline restoration, or erosion control, pursuant to a government permit, (ii) fencing as may be necessary to protect sand dunes or wildlife habitat, (iii) construction and maintenance of jetties or groins to protect the shoreline from erosion, pursuant to any applicable governmental permit (iv) creation and maintenance of foot trails with unimproved surfaces, (v) permitted utilities, and (vi) sand replenishment activities, pursuant to any applicable governmental permits.

Grantor specifically reserves the right to landscape non-beachfront land located on the Property to maintain public park atmosphere and aesthetics and to perform all activities necessary to maintain such landscape such as irrigation, removal of dead plant material, mulching and mowing.

5. **GRADING, BLASTING, FILLING AND MINING.** Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except for (i) wetlands or shoreline restoration pursuant to a government permit, (ii) erosion and sediment control pursuant to an erosion and sediment control plan, or (iii) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iii) above require 30 days' prior notice to Grantee. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited.
6. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted wildlife management practices, such as creation of brush piles, composting, or the storage of organic matter on the Property.
7. **SIGNS.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise public activities, programs or festivals on 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 participation in a

conservation program. No sign visible from outside the Property shall exceed thirty two square feet in size.

### **SECTION III – ENFORCEMENT**

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
  
2. **ENFORCEMENT.** 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 (i) to require restoration of the Property to its condition at the time of the donation or to its condition prior to the violation, provided that such prior condition was in compliance with the Restrictions set forth herein; (ii) to recover any damages arising from non-compliance; and (iii) to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent or mitigate such damage to or changes in the condition of the Property from such causes.

### **SECTION IV – DOCUMENTATION**

Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the gift. The Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the Documentation Report contained in the files of Grantee is an accurate representation of the Property.

## SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** This Easement will benefit the public as described above and shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use to the exclusion of the public in the case of an emergency or a disaster. Grantor may regulate and shall be responsible for regulating access to the public in order to protect public health, safety and welfare. Grantor, in its discretion, may charge fees for access to the Property.
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record) including, but not limited to, any mortgages or deeds of trust not subordinated to this Easement.
4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1801 and is evidenced by the signature of a Deputy Director, by authority granted by Grantee's Board of Trustees.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to

effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property.

7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Capitol Place Building, 1108 East Main Street, Suite 700, Richmond, Virginia 23219, and any notice to Grantor shall be given to the recipient at the address at City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669, Attn: City Manager. Failure to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.

Grantor agrees to notify Grantee in writing (i) before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property (the purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement); and (ii) at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.
9. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
10. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity.
11. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is 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.

12. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit loss of open space.
13. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement, such extinguishment can be carried out only by judicial proceedings and only if in compliance with Section 10.1-1704. In a sale or exchange of the Property resulting from an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Paragraph 11 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.
14. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, or (iii) reduce the protection of the conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the City of Hampton, Virginia.
15. **SEVERABILITY.** If any provision of this Easement 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.
16. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
17. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the City of Hampton, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

**19. COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

WITNESS the following signatures:

CITY OF HAMPTON, VIRGINIA

By: \_\_\_\_\_  
City Manager/Authorized Designee

COMMONWEALTH OF VIRGINIA,  
CITY OF HAMPTON, TO WIT:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, City Manager/Authorized Designee of the City Manager of the City of Hampton on its behalf. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Katherine K. Glass, Clerk

COMMONWEALTH OF VIRGINIA,  
CITY OF HAMPTON, TO WIT:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2010, by Katherine K. Glass, Clerk of Council of the City of Hampton, on its behalf. She is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

Approved as to form & legal sufficiency:

\_\_\_\_\_  
Sr. Deputy City Attorney

Accepted:  
VIRGINIA OUTDOORS FOUNDATION,

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, TO WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, a Deputy Director of the Virginia Outdoors Foundation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_