



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

MEMORANDUM

TO: MPCBPAA

FROM: Lewie Lawrence, Director of Regional Planning 

DATE: October 4, 2010

RE: October 8th PAA Meeting

This announcement serves as notice to call a meeting of the Public Access Authority on Friday, October 8th, 2010 at or about **11:00 a.m.** The meeting will be held in the MPPDC Regional Board Room in Saluda. Lunch will be provided.

As a reminder, we will be discussing the re-emergence of the Regional Shallow Water Dredging-Sediment Management project. Mark Mansfield with the USACE will be in attendance to discuss the ACE portion of the scope of work for the project (Part A). The PAA will address non ACE maintained creeks and rivers (Part B). Together, part A + B= Regional Shallow Water Dredging-Sediment Management Plan for the region.

If you cannot attend, please let me know your interest in participating in the study. The priority for the meeting will be to frame the project. The agenda packet contains more information about the project.

If you have any questions, please call (804-758-2311) or e-mail (LLawrence@mppdc.com) me at your convenience.

AGENDA

1. Welcome and Introductions
2. Approval of August 2010 Minutes
3. Financial Report
4. Public Comment
5. Shallow Water Dredging Master Plan Scope of Work Discussion
6. Policy consideration- PAA lands without management framework
7. Consideration- Approval of Deed of Gift: Hall Donation
8. Sportsman Hunt Club agreement
9. Working Waterfront Conference
10. Other Business –
11. Chairman Observations
12. Next Meeting
13. Adjourn

MEMBERS

Essex County
Mr. David S. Whitlow

Gloucester County
Hon. Louise Theberge
Chairman

King and Queen County
Hon. Doris H Morris

King William County
Ms Terri E. Hale

Mathews County
Mr. Steve Whiteway

Town of Tappahannock
Mr. G. Gayle Belfield, Jr.

Town of Urbanna
Vacant

Town of West Point
Mr. Trenton Funkhouser
Vice Chairman

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Saluda, VA 23149-0286
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PublicAccess@mppdc.com

MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY MINUTES

August 13, 2010
Middle Peninsula Planning District Commission
Saluda, Virginia

1. Welcome and Introductions

The Middle Peninsula Chesapeake Bay Public Access Authority held its meeting in the Middle Peninsula Planning District Commission Board Room in Saluda, Virginia, at 11 a.m. on August 13, 2010.

Chairman Louise Theberge called the meeting to order. Members and Alternates present were Trent Funkhouser, West Point Town Manager; Doris Morris, King and Queen Board of Supervisors; and David Whitlow, Essex County Administrator. Also present were Lewis Lawrence, Director of Regional Planning MPPDC; and Jackie Rickards, Regional Projects Planner I.

2. Approval of June 2010 Minutes

Chairman Theberge requested a motion to approve the June 2010 minutes. Mr. Whitlow moved that the minutes be approved. Ms. Morris seconded the motion. Motion carried by unanimous vote.

3. Financial Report

Chairman Theberge requested a motion to approve the July 2010 Revenue and Expenditure Report. Mr. Whitlow moved that the Report be approved. Mr. Funkhouser seconded the motion. Motion carried by unanimous vote.

4. Public Comment

None

5. Discussion of draft Regional Public Access Master Plan Framework

Since 2003, the PAA has worked continuously to enhance public access through a number of different approaches including acquisition of land, road ending research, resolving user conflicts, as well as legislative changes. Mr. Lawrence shared that PAA staff have begun to assemble a draft of a Regional Public Access Master Plan that not only reflects the work that has been done by the PAA, but the plan is intended to provide an understanding of current public access needs and issues. With the adoption of this plan, the PAA, and its member counties and towns, will position themselves for potential future funding through the passing of the Keep Our Working Waterfronts Working Act of 2009.

After a short review of the Draft Regional Public Access Master Plan, the Board supported the current framework of draft and supports the continued development of the report over the next year. See Appendix 1 for the framework of the draft report.

6. Policy consideration – PAA lands without management framework

Upon request of the Board at the June 2010 meeting, PAA staff drafted a policy for lands without a formal management framework. Mr. Lawrence reviewed the current policy for lands under grant management conditions. For example, CELCP states, “that any holding will be managed according to conditions dictated by the grantor as part of the public record or special terms associated with a grant

award specific to the acquisition. The PAA vests daily land management responsibilities to the land manager of the PAA. It is general policy that PAA land holding(s) without a management plan will be managed as limited access, special use sites.”

Mrs. Theberge suggested that this policy include a prescribed application process to provide equitable access opportunities for all organized community groups. She explained that she had recently overheard comments that the PAA favors some community groups over others; however with such an application process this would help to negate these negative perceptions of the PAA. Therefore, the Board decided that PAA staff draft an application for organized community groups to utilize in order to the gain access to the PAA tracts. This draft policy will be revisited in October.

7. Shallow Water Dredging Master Plan-Update

Mr. Lawrence explained that the US Army Corps of Engineers has a fund encumbrance date of September 30, 2010, but PDC matching funds will not become available until October 1, 2010 for the Section 22/Planning Assistance Program. Currently the Army Corps of Engineers are working through the reauthorization rules in order to reprogram funds for October 1st. Also Mr. Lawrence shared that the Northern Neck Planning District Commission has received section 22 planning funding for dredging sites that the Corps currently maintains, however the Middle Peninsula PAA is seeking funding for dredging sites that are not currently maintained by the Corps (ie. small creeks and tributaries) as well as the Corps current sites. This means that there will not be strong coordination or congruency between the two regions because the MP PAA scope is broader.

8. Adoption of habitat management plans for PAA holdings

Mr. Lawrence provided updated habitat management plans from the Virginia Department of Game and Inland Fisheries, The U.S. Department of Agriculture- Natural Resources Conservation Services (NRCS), the Conservation Management Institutes, and Department of Forestry to the Board for review. Mr. Lawrence explained that along with the plans, NRCS staff and DOF staff worked together to develop a habitat management schedule from 2011-2029 to appropriately manage the habitat on Brown Tract, Haworth Tract, and the Clay Tract. Mr. Lawrence recommended that the habitat management plans for the Brown Tract, Clay Tract and Haworth Track be adopted. Mr. Whitlow moved to adopt the habitat management plans for PAA holdings as presented. Mr. Funkhouser seconded the motion. Motion carried by unanimous vote. Ms. Doris Morris abstained.

Brown Tract Timber Thinning: The neighboring farmer to the north is currently participating in the National Resource Conservation Service Wildlife Habitat Incentives Program, which does not make access to the Brown Tract from the north possible, since logging trucks would damage buffers created through NRCS funds. Therefore Mr. Lawrence shared that he is working with locals to understand how the Brown Tract was originally accessed for timbering and if accessing tract the south is a possibility.

9. Request to discuss Sportsman Hunt Club agreement and hunting violation

Mr. Lawrence shared that in December 2009 a hunting violation occurred on the Clay Tract. Ms. Morris explained that the gentleman who received the ticket has been recently summoned to court. She advised Mr. Lawrence that he may be contacted by an attorney with regard to this incident.

Also Mr. Whitlow asked if the King and Queen Hunt Club has fulfilled its contract obligations, and Mr. Lawrence explained that the contract has not yet been fulfilled.

10. Mathews County Land Donation Update- Update

Mr. Lawrence explained that PAA legal counsel drafted and sent a Deed of Gift to Mr. Hall's legal counsel for consideration. With no response from the letter, Mr. Lawrence called Mr. Hall's Broker in Mathews County. Again there was no response. However Mr. Lawrence recently received an email from the Mr. Hall's legal counsel who explained that a draft deed was sent to Mr. Hall to review. Once Mr. Hall's legal counsel receives the deed back from Mr. Hall, the donation can occur to the PAA.

11. Update on the claim of a prescriptive ROW across the Hawarth Tract

PAA staff received a letter from the title insurance company that denies Mr. Norman's claim that there is public record of a prescriptive right of way (ROW) across the Hawarth Tract.

12. Road Ending Technical Assistance

a. Perrin Creek – Recently in Gloucester County, Cooks Seafood was sold which was used as location for commercial workboats to tie up. Since it was sold, 20-30 workboats are now in need of a location to tie up. It was found that this road ending was taken in by the VDOT Secondary Road System and resides in the Bridge Division. The implications of this designation mean that no tie-ups are allowed to the pier. Through more research the last substantial reconstruction of the pier was funded through VMRC. With VMRC's permission for workboats to tie up to the pier, VDOT had to concur. However after much thought VDOT didn't feel it was permissible to allow commercial work boats to tie up to the dock. At this point there are several strategies to explore and discuss. Therefore Mr. Lawrence has organized a meeting on August 24, 2010 with VDOT, Delegate Morgan and Jamie Porter, Fredericksburg Assistant District Administrator to discuss these strategies.

b. Wares Landing – VDOT has sent some files with regard to Wares Landing to PAA staff. Mr. Lawrence will be contact with VDOT Regional Office in Saluda to attempt to gather additional records of the landing that were misplaced during the move to the VDOT regional office in Saluda.

c. Prince Street (Tappahannock) - Currently at this location there seems to be a fence partially infringing on the Right-of-way. Mr. Whitlow recommended that the PAA have a survey done of the parcel to get an understanding of what we are dealing with before approaching the adjacent land owner with this infringement issue. Mr. Lawrence explained that this road ending could become the model parcel for transferring a road ending to the PAA for management.

13. Other Business

None

14. Chairman Observations

None

15. Next Meeting

The next meeting of the Middle Peninsula Chesapeake Bay Public Access Authority is scheduled for Friday, October 8, 2010 at 11:00pm.

14. Adjournment

Meeting was adjourned.

Appendix 1: Framework of Draft Public Access Master Plan Report

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Chapter 1: **FRAMING THE ISSUE**

Introduction

Our Coast and Working Waterfront

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VDOT Road Ending Inventory

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Chapter 4: **REGIONAL PUBLIC ACCESS**

Public Access in the Middle Peninsula

Public Boat Ramps

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Chapter 5: **SPECIFIC REGIONAL TRENDS AND NEEDS** (including PAA Tools and Solutions)

Chapter 6: **SPECIFIC COUNTY AND TOWN TRENDS AND NEEDS**

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II. Town of West Point

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II. Town of Tappahannock

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Chapter 7: **IMPROVING PUBLIC ACCESS**

***Keep America's Working Waterfronts Working Act of 2009
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Chapter 8: ***CONCLUSIONS***

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IMPROVEMENTS AS PER SURVEY RESULTS***

Appendix 2: Draft Policy for PAA lands without management framework

MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY POLICY STATEMENT ON LANDS UNDER AUTHORITY OWNERSHIP WITHOUT A FORMAL MANAGEMENT FRAMEWORK

August 3, 2010

Introduction

The Middle Peninsula Chesapeake Bay Public Access Authority was enabled by the Virginia General Assembly in 2003 and has been granted various powers and duties according to § [15.2-6600](#) et al.

As a general practice of the Middle Peninsula Chesapeake Bay Public Access Authority (PAA), lands owned and managed by the PAA for use by the general public shall have a community based management plan developed to reflect the needs and wants of the community. The planning process shall be inclusive and at a minimum address use conflict management and resource conservation and protection.

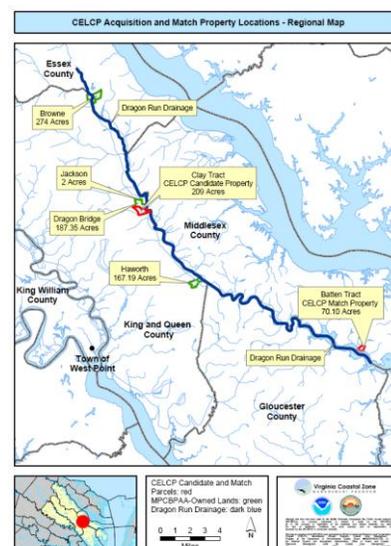
The Governing Board of the PAA is ultimately responsible for setting policy for land management and reserves the right to amend policy at any time. The PAA currently has management plans in place for the Browne Tract and the Thurston Hayworth Recreation area.

PAA Holdings Without Management Plans

The PAA holds title to land for a variety of reasons and under various terms and conditions. In the absence of a prescribed land management plan for a PAA holding, any holding will be managed according to conditions dictated by the grantor as part of the public record or special terms associated with a grant award specific to the acquisition. In addition, the PAA vests daily land management responsibilities to the land manager of the PAA. It is general policy that PAA land holding(s) without a management plan will be managed as limited access, special use sites. Limited access or special use can be, but not limited to: scientific research, church group usage, Boy Scout usage, assistive hunts for those with disabilities, habitat improvement /maintenance relationship. The PAA land manager is responsible for the daily management, maintenance and coordination for all limited access, special use activities.

For example:

The Dragon Bridge, Jackson and Clay tracts (see map) were acquired by the Middle Peninsula Chesapeake Bay Public Access Authority under a 2005 *National Oceanic and Atmospheric Administration (NOAA)* federal grant



award under the Coastal Estuarine Land Conservation Program (CELCP).

Collectively, these three parcels are managed as a 400 acre holding referred to as the “Clay Tract”. Due to cost associated with the development of a management framework, the Clay Tract currently does not have a framework in place (PAA staff is currently partnering with USDA, DGIF and DOF to develop a strategy for long-term conservation stewardship)

The PAA land manager defers to the *2003 Coastal and Estuarine Land Conservation Program Final Guidelines* to provide a management framework for the Clay Tract. The PAA land manager relies upon:

2.6 Ownership, Use and Long-term Stewardship

- b. In general, lands acquired with CELCP funds will allow access to the general public. However, access may be limited or controlled in an equitable manner for resource protection, public safety, or for other reasonable cause. User fees should not be charged to access lands acquired through this program. However, if user fees are charged, they should comply with any applicable state standards for user fees. In such cases, all income or other revenues derived from the fees shall be used for the maintenance or management of the property.
- c. The property shall be managed in a manner that is consistent with the purposes for which it was entered into the program and shall not convert to other uses. As a condition of the grant award, a strategy for long-term stewardship must be developed for each project that identifies the entity(ies) responsible for ongoing stewardship, including financial or staff support, and monitoring of conservation easements or ongoing activities to ensure that they are consistent with long-term conservation. Activities that may be considered to be consistent with conservation purposes include: resource protection; restoration and enhancement, such as vegetative erosion control or restoration of natural water flow to the area; recreational activities, such as: hiking, hunting, and fishing; access for swimming, canoeing, kayaking; and research and educational activities. Construction of facilities on a minor scale, such as restrooms or boardwalks, to facilitate these activities and/or for the purpose of minimizing harm to coastal resources due to public access and recreation may be allowed depending on the proposed use of the property and the site environment. Activities that are considered to be inconsistent include: active agricultural or aquaculture production; shoreline armoring or other hard erosion control structures; construction or expansion of roads, buildings or facilities except as noted above, or such facilities for active recreation as sports facilities, water parks, playgrounds, or similar uses.
- d. Non-governmental organizations, corporations, or individuals may participate in the acquisition and long-term stewardship of lands through this program, except as provided under sections 2.2 and 2.4 of these guidelines.

- e. Leasing or renting of the property or interest in property acquired through the CELCP to a third party is prohibited unless specifically authorized by NOAA. The recipient agrees that any authorized arrangement for leasing or renting property involved in the project must be: consistent with the authorized general and special purpose of the award; for adequate consideration; and consistent with applicable Department of Commerce requirements concerning, but not limited to, nondiscrimination and environmental compliance. All income or other revenues derived from an approved lease or rent arrangement shall be used to maintain or manage the property.

Revenue and Expenditure Report by Project

Middle Peninsula Planning District Commission

Run Date: 10/04/2010
Run Time: 2:07:21 pm
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Period 07/01/10 to 09/30/10

Project Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
32007 PAA Administration				Project Period	7/1/2007	to	6/30/2010
Revenues							
41700 VDCR	75,900.00	75,900.00	0.00	0.00	75,900.00	0.00	100.00
44010 MPLT/BFI Award	12,160.27	12,160.27	0.00	0.00	12,160.27	0.00	100.00
44012 PAA Prior Year's Un	9,782.58	-26,022.13	0.00	35,804.71	9,782.58	0.00	100.00
44200 Interest Income	8.15	5.13	0.24	0.48	5.61	2.54	68.83%
44300 PAA Hunting License	4,150.00	2,050.00	550.00	600.00	2,650.00	1,500.00	63.86%
44900 Miscellaneous Incom	1,342.25	1,342.25	0.00	0.00	1,342.25	0.00	100.00
Revenues	<u>103,343.25</u>	<u>65,435.52</u>	<u>550.24</u>	<u>36,405.19</u>	<u>101,840.71</u>	<u>1,502.54</u>	<u>98.55%</u>
Expenses							
50000 SALARIES	18,727.66	16,802.66	0.00	0.00	16,802.66	1,925.00	89.72%
50500 FRINGE BENEFITS	6,246.16	5,591.67	0.00	0.00	5,591.67	654.49	89.52%
52251 website	91.51	91.51	0.00	0.00	91.51	0.00	100.00
53100 Equipment	57.54	57.54	0.00	0.00	57.54	0.00	100.00
53400 Office Supplies	2,335.32	2,335.32	0.00	0.00	2,335.32	0.00	100.00
53500 Meeting Supplies	4,058.18	1,058.18	0.00	75.21	1,133.39	2,924.79	27.93%
54100 Private Mileage	385.19	385.19	0.00	0.00	385.19	0.00	100.00
54500 Lodging/ Staff Expen	93.68	93.68	0.00	0.00	93.68	0.00	100.00
54900 Travel Expense Other	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00%
55150 Subscriptions/Publica	29.95	29.95	0.00	0.00	29.95	0.00	100.00
55300 Conferences	325.00	325.00	0.00	0.00	325.00	0.00	100.00
56300 Legal Services	13,960.69	3,960.69	60.00	280.00	4,240.69	9,720.00	30.38%
56400 Consulting/Contractur	22,379.55	12,379.55	0.00	840.00	13,219.55	9,160.00	59.07%
56600 Construction	2,694.21	694.21	0.00	0.00	694.21	2,000.00	25.77%
56700 Contractural Other	500.00	500.00	0.00	0.00	500.00	0.00	100.00
57100 Postage	154.00	154.00	0.00	0.00	154.00	0.00	100.00
57300 Promotion/Advertisin	47.50	47.50	0.00	0.00	47.50	0.00	100.00
57400 Public Officials Insur	5,472.00	4,216.00	0.00	1,256.00	5,472.00	0.00	100.00
57500 Miscellaneous Other	6,363.58	6,363.58	0.00	0.00	6,363.58	0.00	100.00
59700 INDIRECT COSTS	11,768.29	10,349.29	0.00	0.00	10,349.29	1,419.00	87.94%
Expenses	<u>97,690.01</u>	<u>65,435.52</u>	<u>60.00</u>	<u>2,451.21</u>	<u>67,886.73</u>	<u>29,803.28</u>	<u>69.49%</u>
Project Revenues:	<u>103,343.25</u>	<u>65,435.52</u>	<u>550.24</u>	<u>36,405.19</u>	<u>101,840.71</u>	<u>1,502.54</u>	<u>98.55%</u>
Project Expenses:	<u>97,690.01</u>	<u>65,435.52</u>	<u>60.00</u>	<u>2,451.21</u>	<u>67,886.73</u>	<u>29,803.28</u>	<u>69.49%</u>
Project Balance:	<u>5,653.24</u>	<u>0.00</u>	<u>490.24</u>	<u>33,953.98</u>	<u>33,953.98</u>		

Product #2

Title: Local Planning Coordination

Percent total project budget: 33%

Description: The MPPDC will host monthly and quarterly meetings as a forum and information exchange between the local planning staff and local government appointed committees. This forum provides for coordination of coastal local planning efforts, specialized training opportunities and the impetus for leadership in progressive coastal zone planning techniques. Forums, training and meeting activity will serve as a conduit for information exchange to various user groups about state/federal initiatives and to solicit input from each locality on state/federal initiatives. Local coordination will occur with the local level for administrators and planners (monthly, bi monthly and quarterly), and other appropriate committees as necessary.

At least 4 specialized training opportunities will be offered throughout the grant year to assist and improve local planning efforts. Training topics and presenters will be determined during the grant year in coordination with Coastal Program staff.

Product Format: The final report for product #2 will be based on the performance based assessment focusing on modifications and/or changes to existing public policy (directly or indirectly) or the reframing of public policy debate as a result of assistance provided under product #2. One hard copy report and one digital file will be submitted.

Timeframe: Start: October 2010
End: September 2011

Product #3

Title: MP CBAA Annual Work Plan & Dredging Plan Support (Special Project)

Percent of total project budget: 33%

Description: MPPDC Coastal Technical Assistance staff will assist the Middle Peninsula Chesapeake Bay Public Access Authority with project facilitation and data collection to support a study by the Army Corps of Engineers to develop a Middle Peninsula Shallow Water Dredging and Sediment Management Master Plan. MPPDC staff will identify the dredging and sediment management needs in the geographic area of impact, namely the counties of Essex, Gloucester, King and Queen, King William, Mathews, and Middlesex including the Towns of Tappahannock, Urbanna, and West Point. This will include gathering information from site visits, interviews with public officials, marina operators, yacht clubs and marine contractors as well as a review of Town and County files.

Product Format: A final report will be transmitted to the Middle Peninsula Chesapeake Bay Public Access Authority for inclusion into a regional dredging and sediment plan being developed co-operatively by the Middle Peninsula Chesapeake Bay Public Access Authority, Army Corps Engineers, VIMS Marine Advisory Services. One hard copy report and one digital file will be submitted.

Timeframe: Start: October 2010
End: September 2011



Middle Peninsula Chesapeake Bay Public Access Authority

Organized Community Group Application: *Request to visit PAA lands without Active Management Plans*

The Middle Peninsula Chesapeake Bay Public Access Authority (PAA) is excited to offer Organized Community Groups and Special Users the opportunity to visit PAA lands without Active Management Plans. Of the four tracts of land that the PAA has acquired only two currently have management plans (ie. Brown Tract and the Thurston Haworth Tract).

Therefore since the Shank Parcel and the Clay Tract do not have an active management plan, the PAA Board believes that providing limited access, under certain user conditions, is important and desires to offer the highest level of outdoor experience under semi-managed conditions.

The PAA offers outdoor experiences for a variety of special conditions, including but not limited to scientific research, for those with disabilities, for those interested in gathering information pertaining to wildlife patterns, historic and cultural features of note as well as safety issues, such as abandoned wells and home sites, old fence lines, garbage dumps and debris piles, as well as information related to establishing new public hunting areas and new trail locations.

Ultimately this information and usage will assist the PAA in the updating and development of future management plans for these lands.

The Clay Tract is a 209 acre tract of mixed hard woods that abut the Dragon Run in King & Queen County. The Shank Parcel, located in Gloucester County, is a 14 acre parcel consisting wetlands as well as pine trees.

PAA is appreciative of previous assistance and recent offers to help with the exploration and maintenance of various lands owned by the PAA - land currently open to the public as well as lands not currently open to the general public. Hence, while the PAA is offering Organized Community Groups or Special Users the chance to visit and enjoy the natural amenities of PAA lands, those requesting to visit the Shank Parcel or Clay Tract, should consider ways to assist the PAA in either the maintenance and/or exploration of the tract.

Please take some time to fill out the following application if you are interested in visiting PAA lands. Also if you have any questions or need any assistance please feel free to contact PAA staff at 804-758-2311

APPLICATION		Date of Application:
Name of Group/Organization/Special User:	Type of Group/Organization <i>(please check those that apply)</i> : <input type="checkbox"/> Boy scout / Girl scout group <input type="checkbox"/> Religious Group <input type="checkbox"/> School Affiliated Group <input type="checkbox"/> Other _____	
Name of Group/Organization Contact:	Contact Phone Number:	
Visit Description		
Reason for Visit Request:	Land Requested to Visit:	
	<input type="checkbox"/> Clay Tract <i>(King & Queen County)</i> <input type="checkbox"/> Shank Parcel <i>(Gloucester County)</i>	
	<input type="checkbox"/> Day Visit <input type="checkbox"/> Overnight Visit	
Requested Date(s) of Visit:		
Proposed Actions to assist the exploration and maintenance of PAA land:		
<p>Please Send you Request to:</p> <p>Middle Peninsula Chesapeake Bay Public Access Authority P.O. Box 286 Saluda, VA 23149</p>		



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

October 8, 2010

RESOLUTION ACCEPTING A DEED OF GIFT FROM CONRAD MERCER HALL OWNER OF PARCEL 22 A 17 MATHEWS COUNTY, VIRGINIA

MEMBERS

Essex County

Mr. David S. Whitlow

Gloucester County

Hon. Louise Theberge
Chairman

King and Queen County

Hon. Doris H Morris

King William County

Ms Terri E. Hale

Mathews County

Mr. Steve Whiteway

Town of Tappahannock

Mr. G. Gayle Belfield, Jr.

Town of Urbanna

Vacant

Town of West Point

Mr. Trenton Funkhouser
Vice Chairman

WHEREAS, the Middle Peninsula Chesapeake Bay Public Access Authority is authorized to accept and receive gifts of real estate pursuant to the provisions of Title 15.2 - Counties, Cities and Towns- Chapter 66 Middle Peninsula Chesapeake Bay Public Access Authority Act (15.2-6600 thru 15.2-6625), Code of Virginia; and

WHEREAS, Conrad Mercer Hall desires to donate a certain parcel of land with improvements located in Mathews County, Virginia identified in the land records of Mathews County as parcel 22 A 17 and further described in Plat Book 8, Page 109; and

WHEREAS, the Middle Peninsula Chesapeake Bay Public Access Authority is desirous of acquiring said property with declaration of restrictions for public benefit;

NOW THEREFORE BE IT RESOLVED that the Middle Peninsula Chesapeake Bay Public Access Authority, pursuant to the above cited statutory authority, hereby accepts the offer from Conrad Mercer Hall for this gift to be named as the **Milford Haven Park: In memory of Elsie M. and Otey W. Hall and the generations of Halls of Mathews County, Virginia**; and further authorizes the Chairman to receive and execute any and all necessary documents to receive said generous donation.

COPY TESTE:

(Chairman)

Saluda Professional Center
125 Bowden Street
P. O. Box 286
Saluda, VA 23149-0286
Phone: (804) 758-2311
FAX: (804) 758-3221
email:
PublicAccess@mppdc.com

Prepared By:
Kaufman & Canoles
150 West Main Street, Suite 2100
Norfolk, VA 23510

County of Mathews Map Id. No: 22 A 17

**DEED OF GIFT WITH
DECLARATION OF RESTRICTIONS**

**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.**

THIS DEED OF GIFT WITH DECLARATION OF RESTRICTIONS is made
this ____ day of August, 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.
MATHEWS COUNTY LAND CONSERVANCY, a not-for-profit Virginia corporation
having a fictitious name of **MATHEWS LAND CONSERVANCY** (“MLC”)[index as
grantee], joins in the execution hereto to acknowledge and accept the terms hereof.

W I T N E S S E T H:

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 _____, 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 MLC, 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 “Milford Haven 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 MLC, 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 MLC (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 MLC 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 MLC 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. MLC 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.

MLC 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. MLC 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 MLC, and that is an eligible donee "qualified organization" within Section 170 of the Internal Revenue Code or any successor provision and regulations thereunder. MLC 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

[The remainder of this page left blank intentionally.]

WITNESS the following signatures and seals:

GRANTOR:

_____ (Seal)

Conrad Mercer Hall

COMMONWEALTH OF VIRGINIA
AT LARGE

The foregoing signature was acknowledged before me in _____,
Virginia, this ____ day of August, 2010, by Conrad Mercer Hall. He is personally
known to me or has produced _____ as identification.

Notary Public

My commission expires: _____ [AFFIX SEAL]

Notary Registration Number: _____

*[Grantee's signature contained on page immediately following. The remainder of this
page left blank intentionally.]*

GRANTEE:

**MIDDLE PENINSULA CHESAPEAKE BAY
PUBLIC ACCESS AUTHORITY**

By: _____ (Seal)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
AT LARGE

The foregoing signature was acknowledged before me in _____,
Virginia, this ____ day of August, 2010, by _____, in his capacity as
_____ of Middle Peninsula Chesapeake Bay Public Access
Authority, on its behalf. He is personally known to me or has produced
_____ as identification.

Notary Public

My commission expires: _____

[AFFIX SEAL]

Notary Registration Number: _____

*[Grantee's signature contained on page immediately following. The remainder of this
page left blank intentionally.]*

MLC:

MATHEWS COUNTY LAND CONSERVANCY, a not-for-profit Virginia corporation having a fictitious name of Mathews Land Conservancy

By: _____ (Seal)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
AT LARGE

The foregoing signature was acknowledged before me in _____, Virginia, this ____ day of August, 2010, by _____, in his capacity as _____ of Mathews County Land Conservancy, a not-for-profit Virginia corporation having a fictitious name of Mathews Land Conservancy, on its behalf. He is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____ [AFFIX SEAL]
Notary Registration Number: _____

Exhibit A

ALL THAT certain piece, parcel or tract of land, together with the improvements thereon and the appurtenances thereunto belonging, including all riparian rights and rights-of-way, situate, lying and being in the Westville Magisterial District of the County of Mathews and State of Virginia, containing eight (8) acres, more or less, the same being conveyed in gross and not by the acre, and bounded as follows: On the North and West by the land now or formerly owned by the estate of W. Luther Smith; East by a creek known as Billups Creek; and South by the center of a ditch between the land herein conveyed and the land now or formerly owned by Joseph T. Peters. A plat of the foregoing property is recorded in the Clerk's Office of the Circuit Court of Mathews County, Virginia (the "Clerk's Office") in Plat Book 8, Page 109.

IT BEING the same land conveyed to Otey W. Hall and Elsie M. Hall, husband and wife, pursuant to (a) that certain deed from Olive Gladys Jukes, widow, dated March 15, 1957, and recorded in the Clerk's Office in Deed Book 56, Page 354, which deed conveyed to the Halls an undivided one-half interest in the Property, and (b) that certain deed from Hunter R. Rawlings, Jr. and Tucker T. Rawlings, husband and wife, dated February 27, 1959, and recorded in the Clerk's Office in Deed Book 63, Page 560, which deed conveyed to the Halls the remaining undivided one-half interest in the Property. Otey W. Hall predeceased his wife, Elsie M. Hall, and by operation of law and/or pursuant to the Last Will and Testament of her husband, Elsie M. Hall became the sole owner of the Property. Elsie M. Hall, died testate, on July 16, 1999, and the Property was devised to her son, Conrad Mercer Hall. Elsie M. Hall's Last Will and Testament was probated in the City of Norfolk, Virginia as Probate Case File No. 990000763

1641223

The Maine Working Waterfront Loan Fund means jobs for Maine families and income for coastal communities.

The Maine Working Waterfront Loan Fund offers fixed rate financing for acquiring and maintaining commercial fishing access and marine related infrastructure serving the coast of Maine.

- ▶ **Eligibility:** Private pier, fishing co-ops, wharf operations, marine related businesses, and long-term leaseholders servicing cargo and marine service operations, commercial fishing, aquaculture, boat repair, and boat building.
 - ▶ **Use of funds:** Use of funds may include dredging, pier maintenance and expansion to service marine industries and property acquisition.
 - ▶ **Loan sizes:** Loans will range from \$10,000 to \$200,000.
 - ▶ **Rates/Terms:** Below market fixed, no prepayment penalty; 5-15 year terms.
 - ▶ **Security:** Business assets and personal guarantees.
 - ▶ **Others:** Origination fee of 1%, borrower pays filing and recording fees, credit reports and legal documentation. Loan subject to conditions consistent with federal, state, and local permits.
- CEI's primary goal is to see that the land improved by the MWWL program continues to provide access for marine related businesses beyond the term of the loan.

Is Maine's working waterfront the next endangered species?

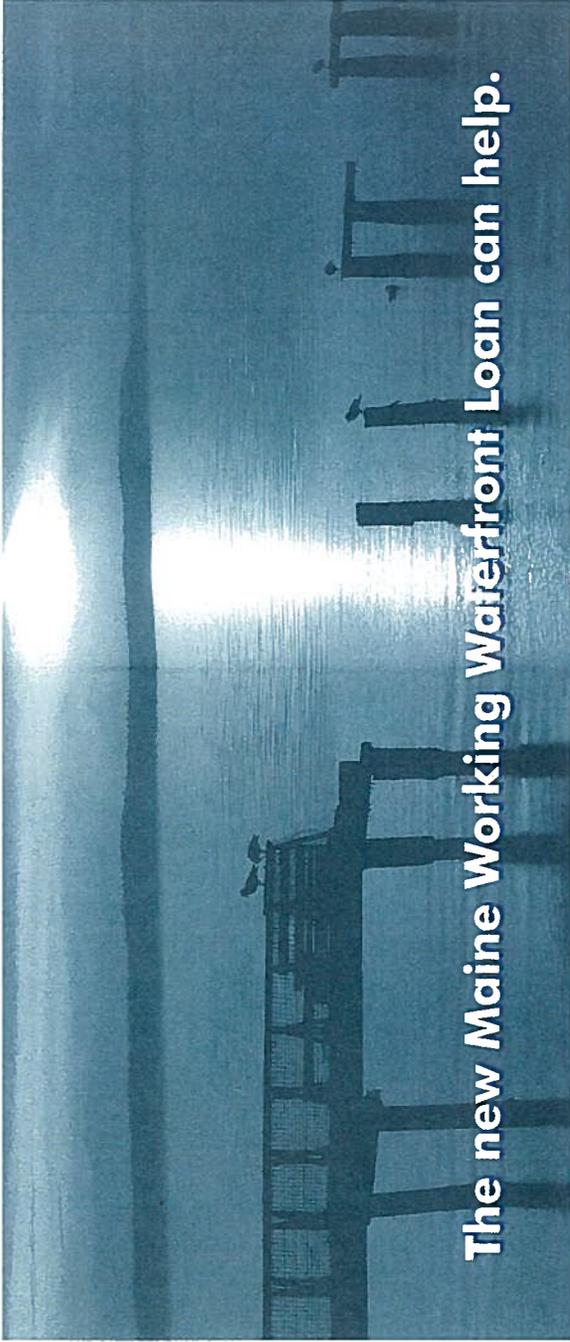


For more information, please contact us:

Coastal Enterprises, Inc.
2 Portland Fish Pier
Portland, ME 04101
Telephone: 207/772-5356
FAX: 207/772-5503
E-mail: mes@ceimaine.org



CEI is a private, nonprofit community development corporation founded in 1977 to provide financial and technical assistance to the people, businesses and communities of Maine. CEI raises capital and program support from a variety of sources including private foundations, banks, and federal and state agencies.



The new Maine Working Waterfront Loan can help.

Access to the water, well-maintained piers, and adequately dredged berths are the keys to continuing that economic ripple, and the Maine Working Waterfront Loan Fund will promote those aims in a number of different ways:

- ▶ Low interest loans to fishing and marine related businesses
- ▶ Strategic partnerships with local banks to stimulate waterfront investments
- ▶ Interim financing to acquire development rights
- ▶ Direct technical assistance

CEI is positioned to provide legal and business guidance to fund clients and to ensure that each project incorporates best environmental practice decisions into new construction or ongoing business operations.

Contact Coastal Enterprises for more details.

This exciting initiative from Coastal Enterprises will harness the diversity and interest of Maine’s marine related businesses, organizations, and agencies to assist in preserving waterfronts. **For more information on the Maine Working Waterfront Loan program, contact Elizabeth Sheehan, Fisheries Project Director at 772-5356, ext. 103. Or email: mes@ceimaine.org.**

Fund. It is designed to contribute financial and technical resources to help fishing families and marine related businesses preserve their access to waterfront facilities.

The fund will strengthen Maine’s marine industries by providing low-cost financing to private pier owners for maintenance, repairs, dredging, environmental upgrades and in some cases supporting real estate or access rights acquisitions.

Protecting the working waterfront is smart economic development.

Maine’s commercial connection to the sea is a sound reason for communities to unite. Bankers and borrowers, local officials and business owners can attest to the impact of capital that the marine industries flow through the local economy.

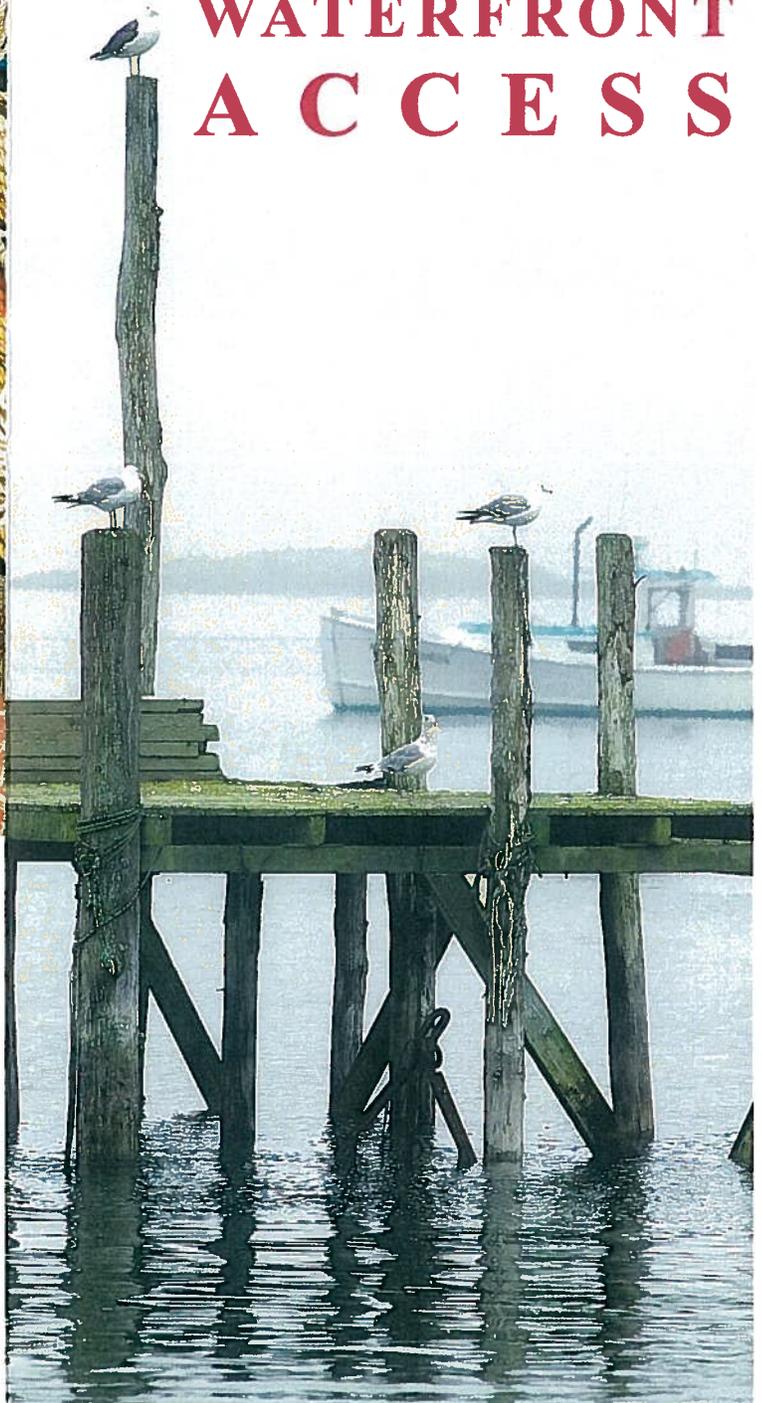
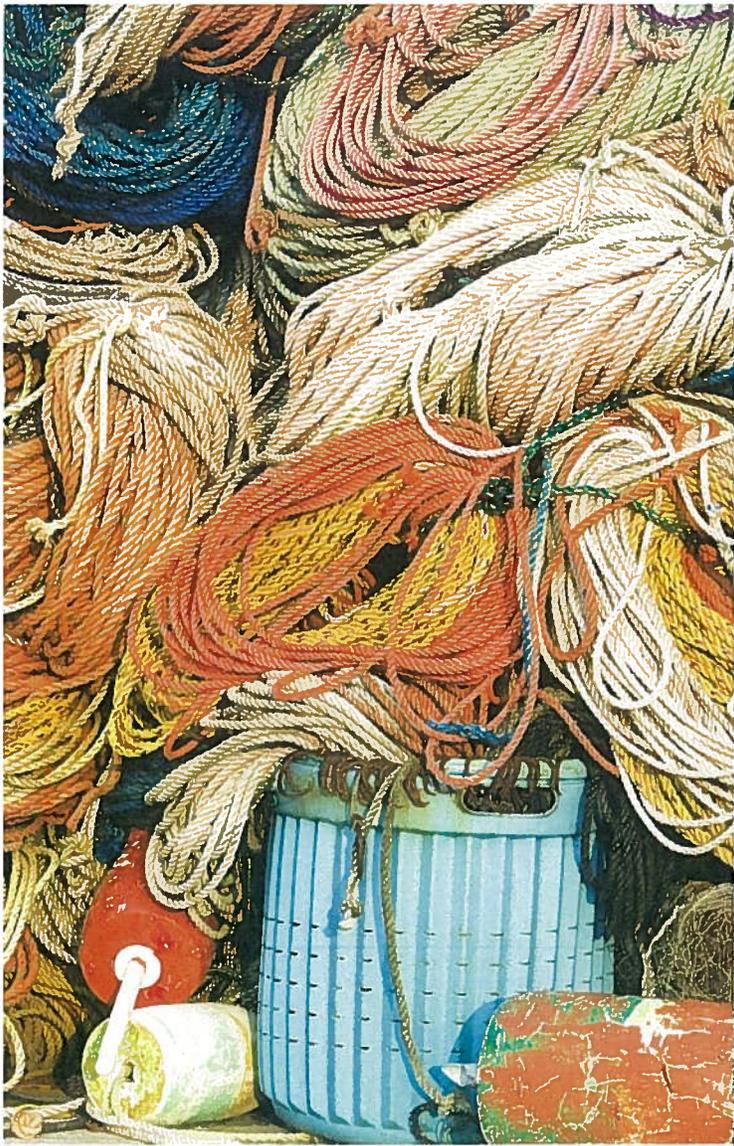
For centuries, the working waterfront has been part and parcel of Maine’s coastal communities. And yet, today along the 5,300 miles of Maine’s shoreline, you’ll find only 25 miles still in service to our traditional fishing and marine industries.

Those vibrant components of our coastal communities are in danger of disappearing forever as growing oceanside property values, property taxes, and the costs of maintaining safe, efficient piers present a daunting challenge to the future of Maine’s waterfront legacy.

Introducing the Maine Working Waterfront Loan Fund from CEI.

Coastal Enterprises, Inc. is pleased to announce the launch of a financing effort called the Maine Working Waterfront Loan

TOOLS TO PRESERVE MAINE'S WATERFRONT ACCESS



In complying with the letter and spirit of applicable laws and pursuing its own goals of diversity, the University System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, citizenship status, age, disability, or veteran's status in employment, education, and all other areas of the University System. The University provides reasonable accommodations to qualified individuals with disabilities upon request.

A tide of demographic and economic change is moving through Maine's coastal towns, harbors, and communities.

Escalating coastal and island real-estate values are putting affordable property beyond the reach of working families who depend on the water for a living.

As surrounding real-estate values skyrocket, the tax burden on existing property becomes more than many year-round residents can bear.

Access points disappear as new waterfront development eclipses traditional uses, and a way of life vanishes with them.

Communities confronting the current conflicts over access to beaches, shorelines and working waterfronts now recognize the need for effective tools and solutions. Maine has emerged as a leader in identifying and using successful strategies to preserve our waterfront access.



SOLUTIONS & TOOLS

This Waterfront Access Toolkit contains innovative solutions and strategies that landowners, municipalities, water-dependent businesses, community members and others can use to secure, enhance, and expand coastal access for recreational and "working" purposes. These tools could include the following:

- State Tax-Incentive Programs
- Capital Investments
- Land-Use Research
- Land-Conservation Tools
- Partnerships and Coalitions
- Municipal Planning and Grant Programs
- Property Acquisition
- Private Landowner Agreements
- National and State Legislation
- Education and Outreach



The term "**Coastal Access**" means land along the shore that is available for use by recreational or commercial interests.

Nearly 60% of Maine's "coastal access" is privately owned and therefore at risk of being sold and lost forever.

The term "**Working Waterfront**" means land that provides access to coastal waters for persons engaged in water-dependent marine-related business.

Nearly 70% of Maine's "working-waterfront" access is privately owned and therefore vulnerable to conversion to another use if sold on the open market.

Source: The Last 20 Miles, Island Institute, 2007



TAXATION
TOOL



LAND-USE RESEARCH
TOOL



OUTREACH
& EDUCATION
TOOL



LOAN FUNDS
TOOL



COALITIONS
TOOL



INTERNET RESOURCE
TOOL



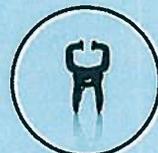
PUBLIC INVESTMENT
TOOL



ECONOMIC
DIVERSIFICATION
TOOL



3 PLANNING & GRANT
PROGRAMS FOR LOCAL
GOVERNMENTS
TOOL



GRANT FUNDS
TOOL

Towns and other local governments seeking to protect visual and physical access to the coast have several planning and grant options.

During the comprehensive planning process, towns can identify access needs and actions to address those needs, such as harbor planning.

Contact:
STATE PLANNING OFFICE
Land Use Planning Team
www.maine.gov/spo/landuse/index.htm

In February 2007, the Island Institute launched the Affordable Coast™ Fund, a grant program designed to address two critical issues facing Maine's year-round island communities: diminishing working waterfront access and the lack of affordable housing. The Working Waterfront Grants support professional development and provide technical assistance and capital-improvements grants in tandem with the Working Waterfront Access Pilot Program and the Working Waterfront Covenant.