

**REQUEST FOR INTEREST**

# **GLOVER PARK BASEBALL COMPLEX HENRICO, VIRGINIA**

Issuance Date: September 29, 2022  
Submission Due: November 30, 2022

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RFI No. 22-2425-9JOK

**CONTACT:**

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Henrico Sports & Entertainment Authority

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(804) 501-5650



## Henrico, Virginia Overview

The Henrico Sports & Entertainment Authority is pleased to issue this Request For Interest (RFI) to gauge the interest of financially capable and experienced development teams in leasing and developing 21+/- acres of publicly owned property located at Glover Park (11217 Greenwood Road, Henrico, VA, 23059) into a multi-field, turf, college and youth tournament-level baseball complex.

Henrico County, Virginia, is home to over 340,000 people, and since 2013, the region has seen over 3 percent growth in population and an even higher growth in jobs. Both are projected to continue to grow as well. Its location in the metro area of Richmond, Virginia allows companies access to talent, educational institutions, world-class internet infrastructure, and a superior quality of life for their employees. Based on its strong assets to support a variety of industries, it is no surprise that Henrico County has over 50 legacy companies that have been located here for 50-plus years. And, according to CNBC, Virginia is the number one state for doing business.

With a regional labor force of nearly 700,000 people in the Richmond MSA, companies have access to a highly skilled pool of talent. Within the region, there are nearly 30 educational institutions, including a robust mix of community colleges and technical schools, as well as four-year universities. Henrico County has a higher educational attainment rate than comparison regions for high school, four-year and advanced degrees.

Glover Park, conveniently located along I-95 off Woodman and Greenwood Road, is positioned at the center of an extensive Mid-Atlantic transportation network, with 55% of the U.S. population located within 750 miles. Access to major interstates, railways, ports, and airports makes it easy to get visitors to their destinations. Situated centrally on the eastern seaboard, Henrico is within a day's drive of half of the U.S. population.



# Henrico by the Numbers

**4,569**

Developed Park Acreage

**180**

Athletic Fields

**164,250**

Sports Visitors Annually

**186**

Tournaments

**\$993.9M**

Visitor Spending

**\$60M**

Sports Tourism Spending Annually

**2.5M**

Park Visitors Annually

**55**

Developed Parks



Henrico County is a wonderful place to visit, as the community’s high quality of life, welcoming spirit and robust business climate shine through everything it does. As visitor spending totals show, tourism and sports tourism remain key drivers of Henrico’s local and regional economies. In 2019, Henrico County captured \$993.9 million in spending by domestic travelers, the most of any locality in central Virginia and the fifth highest in Virginia, according to a study for the Virginia Tourism Corp.

Sports tourism and its associated capital infrastructure has been a priority for Henrico for many years. Over the past decade, Henrico has increased the economic impact of sports visitors by nearly 100 percent to more than \$60M per year. In 2021, Henrico hosted 47 youth baseball tournaments with over 500 teams competing. The county also supports 11 youth baseball leagues, ten high school teams, two adult leagues, a collegiate wood bat league, and multiple American Legion teams. And with Henrico’s central location and tourism infrastructure such as hotels, restaurants and other visitor amenities, the growth potential for sports tourism is significant.

The development of new athletic facilities will not only maintain Henrico’s trajectory in sports tourism but will also provide more opportunities for local youth to play recreational sports and for residents to stay healthy, and the increased tourism activity will play a pivotal role in supporting businesses and schools in the region.

## The Opportunity

### The Site

Glover Park was constructed to serve the growing population of Henrico County and to enhance sports tourism with its soccer complex and other active recreation amenities. The Park is geographically well positioned to serve the sports tourism goals of the county, as well as serve a growing local population with recreational facilities. In addition, recent residential developments have increased the need for recreational facilities in the area, and large developments such as River Mill along the Woodman Road extension are expected to further increase the need in this area of the county.

The selected site, consisting of approximately 21 acres, would be situated within Glover Park as shown on the amended Glover Park Master Plan. Phase I of Glover Park has vehicular access only via Greenwood Road at this time. Future transportation access to this and other phases will include vehicular entry off (newly opened) Woodman Road extension which will include a pedestrian/bike path that connects to the 43-mile Fall Line Trail, a non-motorized multi-use trail between Ashland to Petersburg. The Fall Line Trail will offer connections to the Virginia Center Commons (VCC) area, a major sports and tourism hub that is being redeveloped to include Henrico County's indoor sports facility and convocation center. Ample hotel, shopping and dining options are nearby for visitors with VCC's close proximity and the large Short Pump retail district also only 10 miles away.

Water and sewer were extended into the park to serve the recreation fields and facilities as part of the first phase of Glover Park construction. The developer will be responsible for utilities on the baseball complex site; the Department of Public Utilities water and sewer connection fees and water and sewer usage will be metered separately. The County will bring the following utilities to the complex property line: water, sewer, and power. For clarity, internet and other communications infrastructure is not included in the utilities that the County will bring to the complex property line. The County and developer would need to coordinate these aspects of the design.

The Authority, in cooperation with the County, plans to provide the developer a rough graded area within one foot of desired finished grade for construction of the baseball complex. The parties' design teams would need to coordinate those aspects of development related to providing a suitable building pad. The developer would be responsible for satisfying the state of Virginia stormwater requirements for water quality and quantity. The Authority, in cooperation with the County, will provide the developer with stormwater approach and means to release the storm water.

The location and configuration of lighting and parking facilities should be carefully evaluated. Existing residences near the park should be given primary consideration if any tree preservation or supplemental planting is needed based on any anticipated use or improvements to the property. There is a required 25' transitional buffer between the park and abutting residential sites. Given the proximity to homes, the latest game start time at the baseball complex would be 9pm.

## The Opportunity

### The Site (continued)

The vision for the site will require review and approval of a Plan of Development (POD) to adjust the layout of park amenities and park roads, and to establish a property line around the site within Glover Park. The site-specific aspects of the design considerations above will be fully evaluated during the POD process.

The existing entry is at the western end of the park on Greenwood Road. The next phase of development includes a second entrance to be accessed from an existing internal park road extended eastward and connecting to Woodman Road Extended. This internal drive (Lambert Way) would offer access to the parts of the park planned for expansion which will include the field sports facilities.

The selected site is part of an 89.13-acre parcel donated from Riverview Green. The entire parcel is subject to the following preservation conditions:

- Buildings, structures, and impervious artificial surfaces (paved roads and paved parking lots) may not exceed 15% (approximately 13.37 acres) of the total area of the property. Natural and artificial athletic and recreational fields, paved trails and boardwalks do not count against the allotted coverage.
- Buildings and structures (excluding outdoor playing fields, roads, paths, and parking lots) may not exceed 1% (approximately 0.891 acres) of the total area of the property.

The amended Master Plan has been developed with these conditions in mind. For reference, a copy of the deed containing the preservation conditions is included as an exhibit to this RFI.



South-Facing Site View

## REQUEST FOR INTEREST

### The Vision

Henrico cannot meet many tournament requests each year due to lack of existing facilities and the fragmented supply across the county. The development of a baseball complex that could meet some of those needs and further create partnerships with local universities and new sports clients is of paramount interest to Henrico to better meet the demand and desire of tournament promoters to operate events here.

The Sports & Entertainment Authority envisions entering into a ground lease and development agreement with a qualified firm, which will lease the site and develop (including full design and construction services), finance, operate and maintain a college and youth tournament-level baseball complex that will include four artificial turf fields along with associated amenities:

- In-ground concrete dugouts
- Backstops
- Electronic scoreboards with video/graphics capability
- Artificial turf infield and outfield
- Fence Distances: 330 feet from the apex of home plate to each foul pole; 375 feet in both right- and left-center field; 400 feet in straightaway center field.
- Bullpen areas
- Mutually agreed upon number and type (industry standard) of seating
- Musco LED sports lighting for all four fields
- Dedicated admissions gate
- Maintenance/storage building
- Concession/restroom/press box & scouting tower located in the center of four fields
- Electrical system to support field and complex lighting (to exclude parking lot lighting)
- Extension of water service to the dugouts
- Sponsorship signage (allowable with Henrico Sports & Entertainment Authority approval)
- Live streaming/broadcast equipment and supporting communications infrastructure and internet

Henrico County and/or the Sports & Entertainment Authority would be responsible for:

- Roadways
- Sewer/Water extension to the property line (see the discussion of utilities under the heading, "The Site")
- Permanent signage
- Landscape plan and management for the facility perimeter
- Any adjacent complementary amenities such as trails, pathways, parking connections
- Parking
- Security infrastructure (cameras, etc.)

The Henrico Sports & Entertainment Authority anticipates that the conveyance of the property from Henrico County to the Authority will be completed in October 2022. The Authority envisions entering into a ground lease and development agreement with a financially capable and experienced developer which would lease, develop, and operate the property for a period of 20 to 30 years. Any lease and development agreement would be subject to approval by the Authority's Board of Directors.

## Submission Requirements

Statements of Interest (SOI) must be submitted in an electronic (.pdf) format to Oscar Knott by November 30, 2022. SOIs shall be submitted as a single .pdf file or as a single .zip folder. The file or folder shall be formally named after the interested party (e.g., ACME Developer will submit a single .pdf file named “ACME Developer”). Submissions must be made through Henrico’s Move-It website: <https://moveit.henrico.us>. The username and password are as follows:

- Username: glover-rfi
- Password: 2sr54b62sr54b6

Once logged into Move-It, click the “Upload” icon and complete the upload through a “drag and drop” action or “Browse” action. Interested parties will not be able to view the files that have been uploaded. Interested parties may email Oscar Knott at [kno008@henrico.us](mailto:kno008@henrico.us) to verify their upload was successful and has been received. Move-It will automatically notify Oscar Knott that an upload has occurred.

### SOI Contents:

Interested parties must submit a written SOI that presents the party’s understanding of and experience with developing, financing, operating, and maintaining a college and youth tournament-level baseball complex as described in this RFI. The SOI should include, at a minimum, the following information:

1. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into leases/ contracts.
2. Statement of Scope – In concise terms, interested parties should state their understanding of and experience with developing, financing, operating, and maintaining a college and youth tournament-level baseball complex as described in this RFI.
3. Experience, Qualifications, Resumes, References and Financial Stability – Interested parties should include specific information regarding their qualifications and experience in developing, financing, operating, and maintaining college and youth tournament-level baseball complexes, or projects of similar size and nature. Resumes of key personnel in the project should be provided along with current references for each. Interested parties must also provide key members/subconsultants that will be part of the overall project team, including the development team, construction team, operations team, etc. Finally, interested parties should provide documentation that indicates their financial stability and their ability to operate the complex over the term of the potential lease and development agreement with the Sports & Entertainment Authority.
4. Project Approach – Interested parties should provide, in detail, their approach to the project. This section must contain the following:
  - a. The projected construction budget, phasing, and timeline.
  - b. A description of the firm’s project management approach.
  - c. A business plan for the site, including anticipated and proposed sources of financing, a pro forma cash flows (projected revenues and expenses shown on an annual basis) with assumptions described in detail. The business plan must also contain rent and revenue-share proposals for the Authority.
  - d. A proposed ground lease template.
  - e. A marketing plan.
  - f. An operations plan, which must describe plans for maintenance, staffing (including job creation and workforce development), concessions, expected usage of the facility (e.g., tournaments, leagues), and the firm’s willingness to set aside weekend days for use by the Authority. The operations plan must also include a proposed number of weekend days when the complex will be reserved for use by the Authority.

## REQUEST FOR INTEREST

### Submission Requirements

(continued)

- g. The firm's expectations of the Henrico Sports & Entertainment Authority and County of Henrico
- h. Any contingencies or preconditions to entering into a lease and development agreement, including the proposed length of time required for any due diligence

5. Assumptions – Interested parties should list any assumptions made while developing their SOI.

#### Important Dates:

The following is a tentative schedule the Sports & Entertainment Authority plans to follow. The Authority reserves the right to alter this schedule at any time, with or without prior notice.

RFI Issued	September 29, 2022
Pre-submission Conference	October 17, 2022 at 3:30 p.m.
Questions Due by (All questions shall be submitted to Oscar Knott via email submission at kno008@henrico.us)	October 26, 2022
SOIs Due	November 30, 2022
Review of SOIs (estimated)	December 2022
Discussions with Interested Party(s) (estimated)	December 2022/January 2023
Lease Negotiations (estimated)	February/March 2023
Lease Executed (estimated)	March / April 2023
Glover Park Corps Permit Issued (estimated) (allows construction)	Summer 2023
Development Design and Permitting (estimated)	6 months
Fields Ready for Use (estimated)	Spring 2025

#### Pre-submission Conference:

A pre-submission conference will be held on October 17, 2022, at 3:30 p.m., virtually through a Microsoft Teams meeting. Interested parties are encouraged to attend the pre-submission conference. Anyone interested in attending the pre-submission conference shall send an email to Oscar Knott, Purchasing Director, at kno008@henrico.us to receive an electronic invitation with instructions for joining the virtual meeting.

**DISCLAIMER:** Submissions received in response to this RFI are subject to the provisions of the Virginia Freedom of Information Act. If an interested party provides information that it believes is exempt from mandatory disclosure under the Virginia Freedom of Information Act, the interested party must include the following language on the title page of the submission: "THIS STATEMENT OF INTEREST CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE." In addition, on each page that contains information that an interested party believes is exempt from mandatory disclosure under the Virginia Freedom of Information Act, the interested party must include the following language: "THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE." On each such page, the interested party must also clearly identify the information that it believes is exempt from mandatory disclosure and state the specific section of the Code of Virginia and exemption within which the interested party believes the information falls. If Henrico County and the Henrico Sports & Entertainment Authority determine an exemption properly applies to the information marked confidential or proprietary by the interested party, Henrico and the Authority will endeavor to keep such information confidential. Although Henrico and the Authority will endeavor not to disclose information



## **Submission Requirements**

(continued)

designated as confidential, proprietary, or otherwise exempt from disclosure, Henrico and the Authority will independently determine whether the information designated by interested parties is exempt from mandatory disclosure. Moreover, unless the release of such information is otherwise prohibited by law, Henrico and the Authority will have no liability for releasing any information regardless of whether it was exempt from disclosure.

### Other Considerations:

- The Authority reserves the right to negotiate with any or all interested parties and, at its sole discretion, to reject any or all submissions.
- The Authority will prepare any lease and development agreement.

## Appendices

Instrument Control Number

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LR 201400028456 10/14/2014 10:45:00 AM

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

[ILS Cover Sheet Agent Online Version 2.3.1.27]

BK5303PG1614

T A X R P E X E M P T	C	Date of Instrument	[ 08/06/2014 ]
	O	Instrument Type	[ DG ]
	P	Number of Parcels	[ 1 ]
		Number of Pages	[ 26 ]
		City <input type="checkbox"/> County <input checked="" type="checkbox"/> [ Henrico County ]	

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RG Investment Partners, LLC	
<input type="checkbox"/>	<input type="checkbox"/>		

First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Henrico County	
<input type="checkbox"/>	<input type="checkbox"/>		

Grantee Address (Name)	[ Henrico County ]
(Address 1)	[ P. O. Box 90775 ]
(Address 2)	
(City, State, Zip)	[ Henrico ] [ VA ] [ 23273 ]
Consideration [ 0.00 ]	Existing Debt [ 0.00 ] Assumption Balance [ 0.00 ]

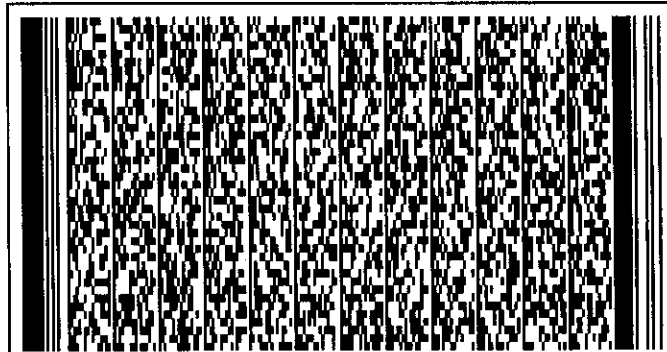
Prior Instr. Recorded at: City <input type="checkbox"/> County <input checked="" type="checkbox"/> [ Henrico County ]	Percent. in this Juris.(%) [ 100 ]
Book [ ] Page [ ] Instr. No [ ]	

Parcel Identification No (PIN)	[ 777-771-6782 ]
Tax Map Num. (if different than PIN)	[ 777-771-6782 ]
Short Property Description	[ see instrument ]

Current Property Addr(Address 1)	
(Address 2)	
(City, State, Zip)	[ ] [ ] [ ]

Instrument Prepared by	[ Henrico Real Property ]
Recording Paid for by	[ Henrico Real Property ]
Return Recording to (Name)	[ Henrico Real Property - file ]
(Address 1)	[ File ]
(Address 2)	[ JT ]
(City, State, Zip)	[ Henrico ] [ VA ] [ 23228 ]
Customer Case ID	[ ] [ CS-891500 ]

COUNTY OF HENRICO, VA  
REAL PROPERTY DEPT



Prepared by:

Consideration:\$0.00

David S. Lionberger, Esquire (VSB#39625)  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218-0500

Parcel No: 777-771-6782

**THIS DEED IS EXEMPT FROM RECORDATION TAX  
PURSUANT TO SECTION 58.1-811(A)(3) AND (D) OF THE CODE  
OF VIRGINIA, 1950, AS AMENDED**

DEED OF GIFT

THIS DEED is made as of the 6th day of August, 2014, by and between **RG INVESTMENT PARTNERS, LLC**, a Virginia limited liability company (“Grantor”), and the **COUNTY OF HENRICO, VIRGINIA** (“Grantee”).

RECITALS:

A. Grantor is the fee simple owner of a parcel of land in Henrico County, Virginia, containing approximately 89.13 ± acres, more or less, situated in the Brookland Magisterial District of Henrico County, Virginia, which parcel is identified as GPIN 777-771-6782 among the land records of Henrico County, Virginia, and being more particularly described below (the "Property").

B. Grantee is a political subdivision of the Commonwealth of Virginia.

C. Grantor desires to donate the Property to the Grantee and that the Property be preserved in perpetuity for scenic open space use and use for natural resource-based outdoor recreation and education of the general public.

D. Preservation of the Property is consistent with state governmental conservation policies and will yield a significant public benefit, including:

(1) Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

(2) the General Assembly declared that the preservation of 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 (Open Space Land Act of 1966, Acts 1966, C.451; Va. Code Ann. §§10.1-1700 - 10.1-1705);

(3) the Virginia Land Conservation Incentives Act of 1999 (Va. Code Ann. §§58.1-510 - 58.1-513) provides an income tax credit for donors of interests in land for conservation purposes to encourage the preservation of Virginia's natural resources, wildlife habitats, open spaces and forested resources; and

(4) Virginia is party to the multi-state 2014 Chesapeake Bay Agreement, committing to the goal of preserving from development two million acres of land throughout the multi-state watershed by 2025 to help protect water quality of the Chesapeake Bay (Chesapeake Bay Preservation Act, Va. Code Ann. §§10.1-2100 - 10.1-2116).

E. The Grantor intends this Deed to constitute (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) as more particularly explained below, (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (Va. Code Ann. §58.1-510 et seq.) with respect to the Property, and (iii) a donation of "open space land" pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act.

F. The Grantor intends this Deed to be a grant "exclusively for conservation purposes" under Section 170(h)(1)(C) of the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent tax laws)("IRC") because it affects "the preservation of land areas for outdoor recreation by, or the education of, the general public" under IRC Section 170(h)(4)(A)(i), because it affects "the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" under IRC Section 170(h)(4)(A)(ii) and because it affects "the preservation of open space (including farmland and forest land)" under IRC Section 170(h)(4)(A)(iii), and the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and will yield a significant public benefit.

G. Grantor desires that the Property be preserved to further governmental conservation policies and to yield a significant public benefit, specifically:

(1) The 2013 Virginia Outdoors Plan ("VOP"), discussing the Richmond Regional Council (Region 15), which includes all of Henrico County, notes for the district that:

- "The U.S. Census Bureau estimates that the Richmond region had a population of 994,425 in 2010. With a projected increase in population of 11.15 percent from 2010 to 2020, the population will be 1,119,227 by 2020, comprising 12.55 percent of Virginia's population. To compare population and population change by locality in Virginia, see the 2010 Census Total Population Maps." See VOP, Ch. 10, page 10.180.
- "Trails: There is need for walking, hiking, bicycling and horseback riding trails. If developed with multiple uses in mind, a comprehensive trail system could link communities and destinations, thus providing fitness and transportation alternatives." See VOP, Ch. 10, page 10.180.

- “Specifically, local and regional agencies and organizations should protect water quality and the health of riparian lands adjacent to the James River and its tributaries.” See VOP, Ch. 10, page 10.181.

- “Regional featured projects:

- Support the James River Heritage Trail that follows the river and its headwaters from the Chesapeake Bay to the foothills of the Appalachian Mountains. The James River from Iron Gate to the Chesapeake Bay is also part of the Captain John Smith Chesapeake National Historic Trail. The National Park Service manages this trail in cooperation with a number of partners at the local, state and federal levels.” See VOP, Ch. 10, page 10.183.

- “Trails and greenways:

- Multistate trails or routes

- Trails recognized under the National Trails System Act include the Captain John Smith Chesapeake National Historic Trail, the East Coast Greenway, the Washington-Rochambeau National Historic Trail, U.S. Bike Route 1 and U.S. Bike Route 76.” See VOP, Ch. 10, page 10.186.

- “Historic and Landscape Resources:

- County leaders should continue to develop and promote the Captain John Smith Chesapeake National Historic Trail along the James, Chickahominy, Mattaponi, Pamunkey and York rivers.” See VOP, Ch. 10, page 10.187.

- “Scenic Resources:

- The following scenic resources were identified through Virginia Outdoors Plan public meetings or in collaboration with Scenic Virginia, a private, nonprofit organization that is building a registry of Virginia places of significant scenic beauty.

- Chickahominy River from Route 360 to the Hanover, Henrico and New Kent county line. See VOP, Ch. 10, page 10.188.

- “Scenic rivers:

- Currently, sections of the James, Appomattox and Chickahominy rivers have been designated state scenic rivers. The following river segments have been evaluated and found to qualify for designation as state scenic rivers:

- Chickahominy River at the New Kent, Henrico and Charles City County line to the Route 618 Bridge.” See VOP, Ch. 10, page 10.188.

(2) The land use and conservation vision, goals and policies of County of Henrico, as set forth in the Henrico County Vision 2026 Comprehensive Plan (the “Plan”), adopted August 11, 2009, which provides, in part, as follows:

- Chapter 5: “Encourage the preservation of private open space by supporting the use of conservation and open space easements to preserve land use in each Land Use Group/Classification, provided such easements do not adversely impact planned infrastructure or the pattern of development in the area;” and

- Chapter 5: “Promote a continuation of the historic, rural pattern, including farms, pasture land, and preserved natural and historic sites as the desired character for [rural] areas...;” and

- Chapter 8: “The natural resources of Henrico County contribute to the quality of life enjoyed by its residents. The county recognizes these resources can be protected and enjoyed in conjunction with population growth and even enhance economic development;” and

- Chapter 8: “The county desires to protect, preserve and conserve its natural resources;” and

- Chapter 8: “The following policies should be used to guide development decisions related to natural environmental features in the county:

- Encourage public and private cooperation in the preservation and use of environmentally sensitive areas for public open space, or park and recreation activities with minimal impact on environmentally valuable sites;” and

- Promote the preservation and enhancement of the scenic, historic, natural, and open-space qualities of the James River and Chickahominy River Corridors in balance with economic development;” and

- Chapter 9: “The county recognizes the importance of recreational, open space and access to cultural resources to the quality of life for the residents and businesses in the county;” and

- Chapter 9: “Walking, picnicking and other leisure pursuits are long established American pastimes, while more structured recreational activities such as softball, golf, soccer, tennis and similar activities continue to increase in popularity. The enjoyment these activities provide for residents of all ages has become a county priority, in addition to being important to quality of life. Parks and recreation opportunities are now considered integral community features. The economic, conservation, social and psychological benefits derived from park, recreation and leisure opportunities, which difficult to quantify, are increasingly important as development increases and pace of life quickens;”

(3) The restrictions set forth in this Deed conform to the above stated goals and policies delineated in the Plan.

H. The Property consists of significant open fields and grassy areas, forestland and riverfront area, possesses natural resource based outdoor recreational and educational values, natural, scenic, and open space values (collectively, “conservation values”) of great importance to the Grantor, the citizens of Henrico County and the citizens of the Commonwealth of Virginia, including, but not limited to: agricultural lands, pervious surfaces, wildlife habitat, and mature trees with over half of the Property being forested.

I. Bent Pine Road borders the Property for approximately 215 feet, Winfrey Road borders the Property for approximately 300 feet, the Chickahominy River borders the Property for approximately 1,500 feet, and the Property can also be seen from future Woodman Road Extended. A substantial portion of the Property is visible from such roads and River, and members

of the general public regularly view a substantial portion of the Property and take scenic enjoyment of the Property from such roads and River, therefore the Property is consistent with the requirements for “visual public access” as defined in IRS regulations §§ 170A-14(d)(4)(ii)(B). The protection of this viewshed provided by the no-build provisions provided herein contributes to the scenic views enjoyed by the public therefrom.

J. Both banks of approximately 3,315 feet of intermittent streams are located on the Property, which streams flow into the Chickahominy River, and the protection of the Property by this Deed will protect the water quality of such streams and the Chickahominy River, as well as the downstream James River and Chesapeake Bay.

K. The Property fronts on the Chickahominy River upriver from the segment of the Chickahominy River that is part of The Captain John Smith Chesapeake National Historic Trail, the nation’s first national historic water trail, and protection of the Property will protect the water and scenic qualities of the Chickahominy River for users of the River as well as users of The Captain John Smith Chesapeake National Historic Trail downriver from the Property.

L. The Property is an important green infrastructure and recreational structure because the Property is adjacent to approximately 88 acres of land owned by the Grantee and designated on the Grantee’s future land use map for use by the citizens of Henrico County as a community park, open space and recreational area known as Greenwood Park to be operated by the Henrico County Division of Recreation and Parks. Greenwood Park is comprised of approximately 88 acres and will provide the public with access to the Chickahominy River through watercraft and canoe landing and launching facilities, fishing opportunities and picnic shelters. Various oaks, pines, sycamores and similar trees are located within the park and it provides the public with access to a variety of aquatic and avian wildlife. The protection of the Property will further the conservation purposes set forth herein and will protect the scenic qualities of Greenwood Park and the near-by Chickahominy River, will help protect the views and viewsheds viewed by users of Greenwood Park and the Chickahominy River, as well as protect the continuity of natural habitats in the area of the Property and the significant viewshed in the area of the Property.

M. The Virginia Department of Conservation and Recreation has developed the Virginia Natural Landscape Assessment project (the “VNLA”) as part of the Virginia Conservations Lands Needs Assessment to identify, prioritize and link natural lands as targets for protection activities such as conservation easements and habitat restoration, and the VNLA identifies the Property as being adjacent to an identified recreation area (Greenwood Park), within a watershed integrity area of moderate to high value, and within an area of highest vulnerability for all growth threats based on predicted growth patterns in Virginia.

N. This Deed and the protection of the Property provided for herein will yield significant public benefit to the citizens of the County of Henrico and the Commonwealth of Virginia. Grantee, a political subdivision of the Commonwealth of Virginia, has rigorously reviewed this donation, the terms hereof and the conservation purposes being served hereby before agreeing to accept the donation of the Property.



O. Grantor and Grantee desire to ensure the preservation and protection of the Property and its conservation values in perpetuity by restricting the use of the Property as set forth herein.

P. Grantor wishes to donate the Property to the Grantee, and the Grantee wishes to accept such donation. Grantee has determined that the restrictions set forth herein 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 this Deed.

WITNESSETH:

**AS A GIFT**, Grantor does hereby gift, grant and convey, subject to the limitations set forth below, with special warranty of title to the Grantee, the Property as is more particularly described below, and consisting in the aggregate of approximately 89.13 ± acres, more or less, located in the Brookland Magisterial District of Henrico County, Virginia, to-wit:

ALL those certain pieces, parcels or tracts of land with all improvements thereon and appurtenances thereto belonging, lying and being in Brookland District, Henrico County, Virginia, containing 89.13 ± acres in the aggregate, and being more particularly shown and designated as "Parcel A" containing 88.21 ± acres and "Parcel B" containing 0.92 ± acre on that certain compiled plat prepared by Koontz-Bryant, P.C., dated February 19, 2014, entitled "COMPILED PLAT SHOWING 2 PARCELS OF LAND LYING WEST OF WINFREY ROAD, BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA" recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia at Plat Book 130, page 105, and which plat is attached to that certain Deed recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia, as Instrument No. 7548.

BEING the same real property conveyed to RG Investment Partners, LLC, by Deed from K.C.A. Holdings, L.C., and Hot Rod II, LLC, recorded March 26, 2014, in the Clerk's Office for the Circuit Court of Henrico County, Virginia, in Deed Book 5244 at page 1992.

The foregoing conveyance is made expressly subject to all valid easements, covenants, conditions, restrictions and agreements of record which are applicable to the Property or any portion thereof. In addition, the Property is conveyed subject to the perpetual conservation and preservation restrictions set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Preservation Restrictions").

Grantor covenants and warrants that Grantor has good and marketable title to the Property, that Grantor has all right and authority to grant and convey this Deed and that the Property is free and clear of all encumbrances (other than any restrictions, covenants, conditions, and utility and access easements of record at the time of recordation of this Deed) including, but not limited to, any mortgages or deeds of trust or other unrecorded encumbrances.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -  
SEE ATTACHED PAGE FOR SIGNATURE]***

WITNESS the following signatures:

**GRANTOR:**

**RG INVESTMENT PARTNERS, LLC,**  
a Virginia limited liability company

By: Atack Properties, Inc.  
Its: Manager

By: CW Weinstock  
Name: Cindy S Weinstock  
Its: President

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2014, by Cindy S Weinstock, as President of Atack Properties, Inc., the manager of RG Investment Partners, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 4/30/17  
Notary registration number: 7255404

Frances B. Shahan  
Notary Public

Commonwealth of Virginia  
Frances B. Shahan - Notary Public  
Commission No. 7255404  
My Commission Expires 4/30/2017

Accepted:
<u>[Signature]</u>
County Of Henrico
County Manager
Authority Board of Supervisors
Resolution Of <u>8/12/14</u> agenda # <u>22</u> 14
Approved as to Form:
<u>[Signature]</u>
Sr. Assistant County Attorney <u>[Signature]</u>

**EXHIBIT A****Preservation Restrictions**

The restrictions hereby imposed in perpetuity on use of the Property are in accord with the policy of the Commonwealth of Virginia to preserve the Commonwealth's scenic open-space land, to protect and provide outdoor recreation and education to the general public. Beginning upon the recordation of this Deed and continuing thereafter in perpetuity, the Grantee covenants and agrees for itself, its successors and assigns that the Property is subject to Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended and the following covenants and restrictions, which covenants and restrictions may be enforced by Grantee, or its permitted successors and assigns, and the Attorney General of Virginia as an intended beneficiary hereof, and which may be modified by agreement of the Grantee and the Attorney General of Virginia consistent with IRC §170(h)(4)(A)(i) and (iii) and the regulations promulgated thereunder:

1. **DIVISION**. Separate conveyance of a portion of the Property or division or subdivision of the Property is prohibited except division to accommodate utility use on (i) the Property and (ii) adjoining properties and additional properties connecting to such adjoining properties, to provide environmental mitigation sites, or to allow outdoor recreational, trail or park use of the Property. 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.

The acquisition by a governmental entity of a portion of the Property adjacent to Bent Pine Road, Winfrey Road or for the future extension of Woodman Road, for road improvements shall not be considered a division or subdivision of the Property, and neither the acquisition of such a portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by the Preservation Restrictions, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Use of the Property for such a project is limited to improvements to Bent Pine Road, in its present alignment, or Winfrey Road, in its present alignment, or Woodman Road in its future extension alignment, including, but not limited to, maintenance, correction, repair, or upgrading or widening of the existing public road. Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects.

The parties acknowledge that the Property (or a portion of the Property) may be acquired by a public body for a public use project under the threat or use of eminent domain. Such public use, and any sale of needed land for such use, shall not be considered a division or subdivision of the Property and shall not be prohibited by the Restrictions set forth in this Exhibit A provided that (i) such project includes all reasonable action, which may include landscaping and other topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values, (ii) the planning and design includes such actions to minimize the project's impact on the Property and prevent harm to its conservation values, and (iii) such acquisitions or

uses are conducted in a manner consistent with Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended, except no replacement or substituted property shall be required under such Chapter for any portion of the Property acquired by a governmental entity for extensions or improvements of roads as listed in the preceding paragraph.

2. TRASH. Accumulation or dumping of trash, refuse or junk is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable laws and regulations.

3. GRADING, BLASTING, FILLING, MINING. Except as permitted in this Section 3, grading, blasting, filling or earth removal shall not alter the topography of the Property except as required for (i) dam construction to create or enlarge ponds, (ii) the construction of recreational and athletic fields, playgrounds, roads, utilities and facilities, irrigation systems, buildings, structures, surface parking lots, bridges, boardwalks, curbing, walking and hiking trails and paths, and bike trails and paths as permitted by the Preservation Restrictions in connection with the use of the Property exclusively for the Permitted Purposes (defined in Section 8 below) or as necessary to run utilities to adjoining properties and additional properties connecting to such adjoining properties, (iii) facilitating carbon sinks and wetland mitigation and restoration, carbon sequestration and biodiversity mitigation on the Property as permitted under the Preservation Restrictions and pursuant to a government permit as required, (iv) filling of mine shafts, pits and depressions, and (v) erosion and sediment control pursuant to a government-required erosion and sediment control plan. 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. No grading, blasting or earth removal is permitted on the Property if it will materially diminish or impair the conservation values protected by the Preservation Restrictions. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, dredging on or from the Property, or drilling for oil or gas on the Property are prohibited.

4. INDUSTRIAL OR COMMERCIAL ACTIVITIES. In order that the activities permitted hereunder are consistent with the conservation values of the Property and the Permitted Purposes under this Exhibit A of the Deed and do not materially impair or destroy the Property's conservation values to be conserved by the Preservation Restrictions, industrial or commercial activities are prohibited with the exception of the following:

(i) outdoor public recreation (including, but not limited to, visitor center, restrooms, outdoor education facilities, fishing, hunting, horseback riding, camping, hiking, cycling, soccer and other athletic and playground endeavors, and facilities and trails, paths, signs, scoreboards, concession stands, equipment and kiosks for the same);

(ii) agriculture (including livestock production), equine activities and forestry;

(iii) administrative activities related to activities set forth in (i) or (ii) above consistent with the conservation values of this Exhibit A of the Deed;

(iv) small-scale incidental commercial or industrial operations related to activities set forth in (i) or (ii) above that Grantee approves in writing as being consistent with the conservation values of this Exhibit A of the Deed;

(v) processing and sale of products produced on the Property as long as no additional buildings are required;

(vi) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values of the Property herein protected; and

(vii) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

Except for interpretive and educational signage and displays provided by the Grantee and displayed on the Property, display of billboards, signs or other advertisements is not permitted on or over the Property except to state the name and/or address of the owner of the Property or a permitted lessee, to advertise a permitted use of the Property or to provide notice necessary for the protection of the Property and for giving directions and recreational related information to visitors or users of the Property, including scoreboards and concession information supporting the Permitted Purposes, and/or providing the rules and regulations for use of the Property. The leasing or renting of all or part of the Property for and consistent with the Permitted Purposes shall be allowed subject to the restrictions stated herein.

As long as at least five acres of the Property is in agricultural production, a written conservation plan shall be developed or be in place that stipulates the use of best management practices for water quality protection (such as proper nutrient management, utilization of cover crops and stabilization of highly erodible lands) on such lands in agricultural use. The plan shall be developed in consultation with a representative of the James River Soil and Water Conservation District or Natural Resources Conservation Service representative, or their successor organizations.

Nothing in this paragraph shall prevent Grantee from developing ecosystem functions on the Property including, but not limited to, carbon sinks, biodiversity mitigation, carbon sequestration and wetland mitigation (other than creation of wetlands from historically upland property, such as hillsides or sites with no more than one of the following: current or historical evidence of hydric soils, hydrophytic vegetation, or wetland hydrology), provided that such developments are not in conflict or inconsistent with the Permitted Purposes.

5. BUILDINGS AND STRUCTURES. In order that the structures and improvements permitted hereunder are consistent with the conservation values of the Property and Permitted Purposes of this Exhibit A of the Deed and do not adversely affect the Property's conservation values, no buildings, structures, roads or utilities, other than the following, are permitted on the Property:

- (i) Facilities normally associated with the recreational and outdoor opportunities supported and promoted on the Property and consistent with the Permitted Purposes, including recreational and athletic fields (natural and artificial turf), playground equipment, scoreboards, concession stands, stands and bleachers, open-air pavilions, lighting and sound systems equipment, a visitor center, pavilions, boardwalks, hiking and walking trails and paths, biking trails and paths, picnic facilities, bathrooms, maintenance and storage structures, fencing, storage and support structures and facilities, paths, trails, curbing, unroofed parking facilities with impermeable or permeable surfaces, and other roads, utilities, facilities and structures described in Section 4 of this Exhibit A.
- (ii) farm buildings or structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may only be constructed on the Property after minimizing the impact of the size, height and siting of the proposed structure on the conservation values of the Property.
- (iii) Grantee shall have the right to construct new buildings and structures permitted in this Section 5 and to repair, maintain, renovate and replace all new and existing permitted buildings and structures on the Property, within the limitations set forth in this Exhibit A of the Deed.
- (iv) Public or private utilities including but not limited to septic or sewer and water supply systems to serve permitted buildings, structures, facilities, recreational and athletic fields and/or equipment on the Property or the Grantee's adjoining property only may be constructed and maintained. Public or private utilities, including easements for communication facilities, storm water drainage, and sewer, septic and water supply systems that do not serve the Property shall not cross the Property unless the construction and maintenance of such utilities will not significantly impair the conservation values of the Property protected hereby and the impact of the height and siting of the proposed utilities on the conservation values of the Property is minimized. Grantee reserves its separate rights to approve such public or private utilities and to grant necessary easements for such purposes.
- (v) Roads, trails and paths, and parking lots, with impermeable or permeable surfaces, to serve permitted buildings, structures, facilities, recreational and athletic fields and/or equipment, and roads, paths and trails with permeable surfaces for other permitted uses, such as outdoor public recreation, farming or forestry, may be constructed and maintained. New roads or access ways may only be constructed on the Property after minimizing the impact of the siting of the proposed roads and access ways on the conservation values of the Property.
- (vi) No new or replacement buildings or structures may be constructed on the Property except as permitted by this Section 5, subparts (i) through (v) above.
- (vii) To protect the scenic and conservation values of the Property, no building or other substantial structure shall be constructed within 1,000 feet of Greenwood Road (in its current alignment), or within 300 feet of Bent Pine Road (in its current alignment), Winfrey Road (in its current alignment) or the Chickahominy River, as measured from the centerline of such roads or the top of the bank of such river.
- (viii) Grantor has already made available to Grantee maps and other documentation sufficient to establish the condition of the Property, which accurately represent the Property at the time this

Deed is recorded, and the parties acknowledge that the activities and improvements permitted hereunder do not materially impair or destroy the Property's conservation values to be conserved by this Exhibit A of the Deed.

(ix) The collective footprint of all buildings and structures on the Property, excluding outdoor playing fields, roads, paths and parking lots, shall not exceed 1% of the total area of the Property, except if an increase in the collective footprint would result in increased protection of the conservation values of the Property. 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 subsections (i) through (iv) above and all other impervious surfaces, excluding outdoor playing fields, roads, paths and parking lots. The collective footprint of all buildings, structures and impervious artificial surfaces including paved roads and paved parking lots (but excluding natural and artificial athletic and recreational fields, paved trails and boardwalks) on the Property shall not exceed 15% of the total area of the Property.

(A) In accordance with 4 V.A.C. 50-85-130 and 50-85-140 (formerly 4 Va. Admin. Code 5-15-150), the Grantee shall have and fully implement a current nutrient management plan on the Property according to the Virginia Nutrient Management Standards and Criteria revised 2005, which nutrient management plan shall be approved by the Virginia Department of Conservation and Recreation and shall be in place prior to the first application of fertilizer to any permitted fields or facilities constructed on the Property.

6. FOREST MANAGEMENT. To the extent that a forest is actively maintained for timber harvesting purposes on the Property, Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest (other than those in the following paragraph) or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by the Virginia Department of Forestry ("VDF"). A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to the VDF for approval 30 days before beginning any material timber harvest, which approval shall be limited to determination of whether or not the pre-harvest plan is in compliance with the Forest Stewardship Management Plan and is consistent with the purpose of this Exhibit A of the Deed. Without limiting the foregoing requirement regarding submission of pre-harvest plans, VDF shall be notified 30 days prior to the clearing of over 10 acres of forestland for conversion into grassland, crop land or in association with the construction of permitted buildings, structures, facilities roads, parking lots, paths or recreational areas.

Neither a Forest Stewardship Management Plan nor a pre-harvest plan shall be required for the following permitted non-commercial activities: (i) cutting of 10 acres or less of trees for the construction of permitted recreational and athletic fields, playgrounds, irrigation systems, roads, utilities, buildings, structures, facilities, parking lots, paths, equipment and utilities, (ii) cutting of trees for trail clearing, (iii) cutting of trees for firewood or for other domestic uses by the owner of the Property, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species, or (iv) removal of trees as is necessary to facilitate

carbon sinks, wetland mitigation and restoration, carbon sequestration and biodiversity mitigation on the Property as permitted and limited under this Exhibit A of the Deed.

To protect the scenic and conservation values of the Property and subject to the other provisions of this Exhibit A of the Deed, no clear cutting of forest or cover is permitted on the Property within 1,000 feet of Greenwood Road (in its current alignment) or within 300 feet of Bent Pine Road (in its current alignment), Winfrey Road (in its current alignment) or the Chickahominy River, as measured from the centerline of such roads or the top of the bank of such river, provided that select cutting of forest or timber on the Property within such buffer may occur, such as cutting of trees for the construction of permitted recreational and athletic fields, playgrounds, roads, utilities, buildings, structures, facilities, parking lots, hiking and walking paths and trails, and biking paths and trails. Any forest management activities occurring within 35 feet of the Chickahominy River shall be performed in accordance with Virginia's Forestry Best Management Practices for Water Quality Guide.

Trees and vegetation on the Property shall be managed in accordance with sound horticultural and arboreal practices and in such a way as to further the outdoor and recreational opportunities supported and promoted on the Property as well as the water quality of the Chickahominy River.

7. RIPARIAN BUFFER. To protect water quality, a vegetative riparian buffer strip shall be maintained in forest, shrubs or warm-season grasses as follows: a 35-foot vegetated buffer strip shall be maintained along the Chickahominy River and along the edge of all wetlands on the Property as measured from the top of the bank of such river and in a landward direction from the edge of the wetlands. Livestock shall be excluded from the riparian buffer.

(i) Within the vegetated buffer strip there shall be (a) no new buildings, structures, roads or other improvements with impervious surfaces constructed or placed other than those permitted in subparagraph (ii) below, (b) no plowing, cultivation, filling, dumping or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in subparagraph (ii) below.

(ii) Notwithstanding the restrictions set forth in (i) above and provided they do not impair the conservation value of the Property, permitted within the buffer strip are the following water-dependent structures: two (2) water-dependent structures, such as docks, and four (4) stream crossings for livestock, pedestrians, or vehicles (including improvements over the buffer strip to access crossings), which minimize obstruction of water flow.

(iii) Further notwithstanding the foregoing, and provided they do not impair the conservation value of the property, permitted within the buffer strip are (a) erosion control or restoration, enhancement, or development of ecosystem functions and activities on the Property as permitted and limited under this Exhibit A, (b) fencing along or within the buffer strip, (c) creation and maintenance of trails with unimproved surfaces, (d) archaeological investigations; (e) planting of trees, shrubs, grasses, or other vegetation; and (f) mowing up to three times per year.

8. RECREATION AND CONSERVATION ACTIVITIES IN PERPETUITY. The purposes of the Preservation Restrictions include retaining and protecting the natural resource based



outdoor recreation or education, scenic and open-space values of the Property, as well as its value as land preserved for rural uses such as agriculture (including livestock production) and forestry. Pursuant to the Virginia Land Conservation Foundation's (VLCF's) Conservation Value Review Criteria the further purposes of the Preservation Restrictions are preservation of land for agricultural and forestal use, scenic open space and preservation of land for natural resource based outdoor recreation or education, all as more particularly provided in this Exhibit A of the Deed. The use of the Property shall be limited in perpetuity exclusively for conservation and preservation of the Property for the Permitted Purposes, which are (i) the substantial and regular natural resource based educational and outdoor recreational use by the public and by the Grantee to serve the people of the County of Henrico and the Commonwealth of Virginia within the meaning of IRC § 170(h)(4)(A)(i), or by any subsequent grantee in perpetuity for the substantial and regular use by the public exclusively for the conservation purposes specified herein, (ii) conservation of scenic open space land areas, all within the meaning of IRC §170(h)(4)(A)(i) and (iii) the activities permitted under Section 4 hereof.

9. INSPECTIONS. If the Property is conveyed or transferred by Grantee, following such transfer Grantee and/or the Attorney General of Virginia and their representatives, or its permitted assigns, may enter the Property from time to time, upon reasonable notice of at least seven days to the owner of the Property, for the sole purpose of inspections and enforcement of the terms of this Exhibit A of the Deed; provided, however, that in the event of an emergency, entrance may be made by the Grantee and/or the Attorney General of Virginia and their representatives, or its permitted assigns, to prevent, terminate or mitigate a potential violation of these restrictions with notice to the then-current owner of the Property or such owner's representative being given at the earliest practicable time.

10. ENFORCEMENT. Grantee and/or the Attorney General of Virginia have the right to bring an action at law or in equity to enforce the restrictions contained herein, provided that no action shall be brought against a predecessor in title for violation of a restriction or restrictions committed by a current owner of the Property. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Exhibit A of the Deed as existed on the date of the gift of the Deed, except to the extent such condition thereafter changed in a manner consistent with the restrictions imposed under this Exhibit A of the Deed; to recover any damages arising from non-compliance, and to enjoin non-compliance by ex parte temporary or permanent injunction. If a court determines that an owner of the Property has failed to comply with this Exhibit A of the Deed, such owner shall reimburse Grantee and/or the Attorney General of Virginia for their reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. Grantee and the Attorney General of Virginia do not waive or forfeit the right to take action as may be necessary to insure compliance with this Exhibit A of the Deed by any prior failure to act, and Grantor and any successor owner of the Property hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee and/or the Attorney General of Virginia. Notwithstanding any other provision of this Exhibit A of the Deed, the owner of the Property shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of such owner's control or resulting from any prudent action taken by such owner to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

11. DURATION. The restrictions binding the Property as provided by this Exhibit A of the Deed shall be perpetual and shall run with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Exhibit A of the Deed 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 under this Exhibit A of the Deed of an owner of the Property shall terminate with respect to such owner, and shall be binding upon such owner's successor(s) in interest in the Property, upon a proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive any such transfer to the extent permitted by law.

12. NOTICES. The Deed shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed conveying any interest in the Property. Any subsequent owner of the Property after the County agrees to notify the County and Attorney General in writing (i) before exercising any reserved right that such owner believes may have an adverse effect on the conservation values or interests associated with the Property (the purpose of requiring such notice is to afford the County and/or Attorney General an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the conservation values of the Property and the Permitted Purposes of this Exhibit A of the Deed; such notice shall describe the proposed activity in sufficient detail to allow the County and/or Attorney General to judge the consistency of the proposed activity with the purpose of this Exhibit A of the Deed); 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.

13. SUCCESSORS IN INTEREST. The covenants, terms, conditions and restrictions contained in the Deed (including, but not limited to, this Exhibit A of the Deed) shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. A party's rights and obligations under the Deed (including, but not limited to, this Exhibit A of the Deed) terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to such transfer shall survive such transfer to the extent permitted by law.

14. ASSIGNMENT. Grantee may assign, upon prior written notice to the then-current owner of the Property, its rights of inspection and/or enforcement under the Deed to any "qualified organization" within the meaning of IRC Section 170(h)(3) and only with assurances that the Permitted Purposes will be maintained in perpetuity. No assignment may be made by Grantee, or any permitted assignee thereof, of its rights under the Deed unless Grantee, or any permitted assignee thereof, as a condition of such assignment, requires the assignee to carry out and protect the conservation values of the Property and Permitted Purposes of this Exhibit A of the Deed.

15. TAX MATTERS. The parties hereto agree and understand that any value of the Property claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in applicable IRS regulations, and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Grantee makes no express or implied warranties regarding whether any tax benefits will be available to Grantor from

donation, in whole or in part, of the Deed, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits that might be transferable. The Grantor intends that the conveyance of the Property made by the Deed shall be a qualified conservation contribution within the meaning of IRC Section 170(h) and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent the Deed from being a qualified conservation contribution with respect to the Property. By its execution hereof, the Grantee acknowledges and confirms receipt of the Property and further acknowledges that the Grantee has not provided any goods and services to the Grantor in consideration of the grant of the Deed.

16. INTERACTION WITH OTHER LAWS. The Deed does not permit any use of the Property which is otherwise prohibited by federal, state or local law or regulation. Neither the Property, nor any portion of it, has been, nor shall be, included as part of the gross area of other property not subject to the Deed for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Neither the Property, nor any portion of it, has been, nor 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 the Deed shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

17. CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, the Deed and the Exhibit attached thereto shall be liberally construed in favor of the grant to effect the conservation values of this Exhibit A of the Deed and the public policy and purposes of Grantee. If any provision of the Deed is found to be ambiguous, an interpretation consistent with the purpose of this Exhibit A of the Deed 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 purposes of and not expressly prohibited by this Exhibit A of the Deed are permitted on the Property. Grantor intends that the conveyance of the Property by the Deed qualifies as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and Grantee agrees that the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent the Deed from being a qualified conservation contribution with respect to the Property.

18. SEVERABILITY. If any provision of the Deed and the Exhibit attached thereto or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of the Deed shall not be affected thereby.

19. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to the Deed and supersedes all prior discussions, negotiations, understandings or agreements relating to the Deed.

20. AMENDMENT. Grantor and Grantee recognize that circumstances could arise that justify an amendment of certain of the provisions contained in these Restrictions set forth in Exhibit A. These Restrictions and the Exhibit attached to this Deed may be amended only through a notarized writing, signed by Grantee (or its successors and assigns) and the Attorney General of Virginia, that is recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia; provided that any such amendment shall not (i) adversely affect this Deed's perpetual duration, (ii) adversely affect, conflict with or be contrary to or inconsistent with the conservation purposes of this Deed or the intent of the Grantor and obligation of Grantee, or its permitted assigns, to protect the Property for the benefit of the public in perpetuity, (iii) reduce the Property (except in the event a portion of the Property is acquired under threat, use or in lieu of eminent domain as provided under Exhibit A, Section 1) or protection of the conservation values identified herein, or (iv) affect the qualification of this Deed as a "qualified conservation contribution" or "interest in land" under Section 170(h) of the Internal Revenue Code, or (v) create any private inurement or private benefit. Such amendments shall be conducted in a manner consistent with Chapter 17 of Title 10.1 of the Code of Virginia of 1950, as amended, except no such amendment shall require replacement or substituted property under such Chapter for any portion of the Property acquired by a governmental entity for extensions or improvements of roads as listed under Exhibit A, Section 1. Nothing in this section shall require Grantee to agree to any amendment to this Deed or consult or negotiate regarding any amendment to this Deed.

21. RECORDING. The Deed and Exhibit thereto shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Henrico, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under the Deed.

BK 5303 Pg 1632

BK 5303 Pg 1632

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-723-1901. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

*Melanie Carr*

Authorized Countersignature

Kanawha Land Title Services  
1802 Bayberry Court  
Suite 305A  
Richmond, VA 23226  
(804) 648-7600  
Agent ID: 460638  
Title No. KLT14-3716

**stewart**  
title guaranty company



*Matt Morris*

**Matt Morris**  
President and CEO

*Denise Carraux*

**Denise Carraux**  
Secretary

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**COVERED RISKS (Continued)**

BK5303FG1633

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or  
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**CONDITIONS**

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



BK 5303FG1634

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
 Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



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CONDITIONS (Continued)

BK 5303 PG 1635

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



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BK5303PG1636

**SCHEDULE A**

**Name and Address of  
Title Insurance Company:**  
**File No.:** 01262-2689

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252  
**Policy No.:** O-9301-002882378

**Address Reference:** 0000 Winfrey Road, Henrico, VA  
(For Company Reference Purposes Only)

**Amount of Insurance:** \$2,866,688.00

**Premium:** \$5,733.38

**Date of Policy:** Date and Time of Recording of Deed 10/14/4  
10:53

**1. Name of Insured:**

County of Henrico, Virginia

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

County of Henrico, Virginia

**4. The Land referred to in this policy is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

2a



EXHIBIT "A"

LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land with all improvements thereon and appurtenances thereto belonging, lying and being in Brookland District, Henrico County, Virginia, containing 89.13 ± acres in the aggregate, and being more particularly shown and designated as "Parcel A" containing 88.21 ± acres and "Parcel B" containing 0.92 ± acre on that certain compiled plat prepared by Koontz-Bryant, P.C., dated February 19, 2014, entitled "COMPILED PLAT SHOWING 2 PARCELS OF LAND LYING WEST OF WINFREY ROAD, BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA" recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia at Plat Book 130, page 105, and which plat is attached to that certain Deed recorded in the Clerk's Office for the Circuit Court of Henrico County, Virginia, as Instrument No. 7548.



**SCHEDULE B**

File No.: 01262-2689

Policy No.: O-9301-002882378

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Tax subsequent years to date and time of record of the Deed. (Insured is tax exempt)
2. Any inaccuracy in the area, square footage, or acreage of land described in Exhibit 'A' or attached plat, if any. The Company does not represent or insure the area, square footage, or acreage of the land.
3. Easement granted to VEPCO by Agreement dated January 22, 1931 and recorded February 18, 1931 in Deed Book 251A, page 334 (see Instrument for particulars).
4. Easement granted to VEPCO by Agreement dated February 7, 1931 and recorded March 13, 1931 in Deed Book 251C, page 341 (see Instrument for particulars).
5. Easement granted to VEPCO by Agreement dated August 21, 1946 and recorded October 18, 1946 in Deed Book 373, page 313 (see Instrument for particulars).
6. Easement granted to VEPCO by Agreement dated March 30, 1953 and recorded May 1, 1953 in Deed Book 634, page 537 (see Instrument for particulars).
7. Easement granted to VEPCO by Agreement dated May 16, 1955 and recorded June 27, 1955 in Deed Book 743, page 301 (see Instrument for particulars).
8. Easement granted to VEPCO by Agreement dated April 6, 1956 and recorded May 3, 1956 in Deed Book 794, page 246 (see Instrument for particulars).
9. Easement granted to VEPCO by instrument dated May 4, 1961 and recorded August 10, 1961 in Deed Book 1030, page 73 (see Instrument for particulars).
10. Easement granted to Commonwealth Propane, Inc. by Agreement dated January 12, 1995 and recorded January 18, 1995 in Deed Book 2565, page 1063, for underground propane gas storage tank (see Instrument for particulars).
11. Water Agreement with County of Henrico, dated March 22, 2007 and recorded July 16, 2007 in Deed Book 4377, page 1584 (see Instrument for particulars).
12. Sewer Agreement with County of Henrico, dated March 22, 2007 and recorded July 16, 2007 in Deed Book 4377, page 1593 (see Instrument for particulars).
13. Counterpart Water and Sewer Agreement with County of Henrico, dated October 31, 2007 and recorded November 19, 2007 in Deed Book 4438, page 1707 (see Instrument for particulars).
14. Amended Counterpart Water and Sewer Agreement with County of Henrico, dated October 8, 2008 and recorded October 29, 2008 in Deed Book 4574, page 655 (see Instrument for particulars).



File No.: 01262-2689

Policy No.: O-9301-002882378

15. Plat prepared by Koontz-Bryant, P.C., dated February 19, 2014, entitled "COMPILED PLAT SHOWING 2 PARCELS OF LAND LYING WEST OF WINFREY ROAD, BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA", a copy of which plat is recorded March 26, 2014 in Plat Book 130, page 105, shows: a) Portion of the northern property line of Parcel A is along the center line of Chickahominy River; b) Southern property line of Parcel B is along the center line of creek and a portion of southern property line of Parcel A is along the center line of creek; c) Rights of others to drain through or otherwise use the creek or stream that crosses or abuts the subject property; and d) AS TO PARCEL A Rights of others entitled thereto in and to the continued uninterrupted flow of Chickahominy River.
16. Terms, conditions, restrictions, rights, conservations and preservations contained in the Deed of Gift dated August 6, 2014 and recorded in Deed Book # 28436, page 6; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

# NOTICE

## Important Information to Policy Holders

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number.

Kanawha Land Title Services  
1802 Bayberry Court  
Suite 305A  
Richmond, VA 23226  
(804) 648-7600

Stewart Title Guaranty Company  
P.O. Box 2029  
Houston, Texas 77252-2029  
(713) 625-8100 or (800) 729-1900

For your information, the notice provisions of the policy of title insurance issued to you as insured requires all notices required under the policy be directed in writing to Stewart Title Guaranty Company at the above address.

If you have been unable to contact or obtain satisfaction from the company or agent, you may contact the Virginia Bureau of Insurance at:

Property and Casualty Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, Virginia 23209  
In State (800) 552-7945 and Out Of State (804) 371-9185

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or Bureau of Insurance, have your policy number available.

BK5303PG1641

**CLERK'S CERTIFICATE**

(DO NOT REMOVE FROM DOCUMENT)

INSTRUMENT #28456  
RECORDED IN THE CLERK'S OFFICE OF  
HENRICO COUNTY ON  
OCTOBER 14, 2014 AT 10:45AM

YVONNE G. SMITH, CLERK  
RECORDED BY: JXS