

INTRODUCED: July 27, 2026

AN ORDINANCE No. 2026-194

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the City of Richmond and The Friends of East End Cemetery, Inc. for the purpose of providing maintenance services to include but not limited to vegetation management, grave care, and documentation at East End Cemetery and Evergreen Cemetery located at 1750 Stony Run Parkway, 1751 Evergreen Road, and 3600 East Richmond Road in the City of Richmond, and 50 Evergreen Road in the County of Henrico.

\_\_\_\_\_  
Patron – Mayor Avula

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: SEP 28 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to execute a License Agreement between the City of Richmond and The Friends of East End Cemetery, Inc. for the purpose of providing maintenance services to include but not limited to vegetation management, grave care, and documentation at East End Cemetery and Evergreen Cemetery located at 1750 Stony Run Parkway, 1751 Evergreen Road, and 3600 East Richmond Road in the City of Richmond, and 50 Evergreen Road in the County of Henrico.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

The License Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.



# City of Richmond

## Intracity Correspondence

### O&R Transmittal

**DATE:** June 23, 2026

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Odie Donald II, Chief Administrative Officer

**THROUGH:** Alfred Wiggins, DCAO – Operations

**FROM:** Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

**RE:** To execute a License Agreement between the City of Richmond and The Friends of East End for the purpose of performing vegetation management, grave care, and documentation at East End and Evergreen Cemeteries.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the City of Richmond and The Friends of East End for the purpose of performing vegetation management, grave care, and documentation at East End and Evergreen Cemeteries, located at 1750 Stony Run Parkway, 1751 Evergreen Road, and 3600 East Richmond Road in the City of Richmond, and 50 Evergreen Road in the County of Henrico, Virginia.

**BACKGROUND:** Under the License Agreement, The Friends of East End Cemetery will continue their work at East End and Evergreen Cemeteries by performing volunteer, non-profit services focused on the restoration, preservation, and documentation of the sites. Their primary activities include routine grounds maintenance such as clearing overgrowth (particularly invasive species), mowing, removing fallen branches, and collecting trash for City removal. They will also conduct grave-related work, including locating, cleaning, documenting, and, with City approval, resetting and repairing gravestones.

In addition to ongoing maintenance, the organization may undertake approved special projects, such as removing dead trees, conducting non-invasive research and mapping in partnership with universities, and hosting permitted events. They will also lead the development of a Cultural

Landscape Report, a more comprehensive study intended to guide long-term preservation and management of the cemeteries.

All work will be performed on a volunteer basis as an in-kind contribution to the City, with activities coordinated and, where required, approved by the Department of Parks, Recreation and Community Facilities.

**COMMUNITY ENGAGEMENT:** After introduction, the proposed ordinance will be referred to Finance and Economic Development Standing Committee meeting for discussion, where the public is encouraged to attend to provide comments. After the committee's recommendation to the City Council, Council will hold a public hearing regarding the proposed ordinance.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** Mayoral Action Plan: Thriving and Sustainable Built Environment, A City that Tells its Stories, Thriving and Inclusive Communities

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:**

**FISCAL IMPACT / COST:** The approximate value of the in-kind services donated is estimated to be less than \$20,000.00.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** July 27, 2026

**CITY COUNCIL PUBLIC HEARING DATE:** September 14, 2026

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development Standing Committee

**AFFECTED AGENCIES:** PRCF

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

**ATTACHMENTS:** Exhibit A – License Agreement

**STAFF:** Christopher Frelke, Director, PRCF  
Nissa Richardson, Deputy Director, PRCF  
Daniel Hazlett, Senior Management Analyst, PRCF

**LICENSE AGREEMENT**  
**(East End Cemetery and Evergreen Cemetery)**

THIS LICENSE AGREEMENT (this “Agreement”) entered into, the date of the City’s signature below (the “Effective Date”), by and between the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and The Friends of East End Cemetery, Inc., a Virginia nonstock corporation and 501(c)(3) nonprofit organization (the “Licensee”), collectively the “Parties” or individually as a “Party”.

**STATEMENT OF PURPOSE**

A. **WHEREAS**, the City is the fee simple owner of that certain 4.59± acre tract of land located in Richmond, Virginia, having a street address of 1750 Stony Run Parkway, Richmond, Virginia 23223 and identified as Tax Parcel No. E0003307012 (“Parcel 1”), that certain 1.810± acre tract of land located in Richmond, Virginia, having street address 1751 Evergreen Road, Richmond, Virginia 23223 and identified as Tax Parcel No. E00033077011 (“Parcel 2”), and that certain 14.225± acre tract of land located in County of Henrico, Virginia, having a street address of 50 Evergreen Road, Henrico, Virginia, and identified as Tax Parcel No. 8057215113 (“Parcel 3” and other together with Parcel 1 and Parcel 2, the “East End Cemetery”), and that certain 59.04± acre tract of land located in Richmond, Virginia, having street address 3600 East Richmond Road, Richmond, Virginia 23223 and identified as Tax Parcel No. E0003307004 (“Evergreen Cemetery”), all as more particular described on **Exhibit A**, attached hereto and incorporated by reference (as used in this Agreement, the “Property” is collectively East End Cemetery and Evergreen Cemetery) (all acreages are approximate).

B. **WHEREAS**, the Licensee is a 501(c) charitable organization and desires to enter upon the Property to conduct the Services (as hereinafter defined) for the charitable purposes set forth herein, in accordance with the terms and conditions of this Agreement.

C. **WHEREAS**, as part of the Services, the Licensee desires to provide grounds maintenance and related services on the Property as a voluntary, in-kind contribution to the City (the “Donation”). The approximate value of the Donation is less than Twenty Thousand 0/100 U.S. Dollars (\$20,000.00).

D. **WHEREAS**, the City desires to permit the Licensee to perform the Services on the Property as described herein.

E. **WHEREAS**, the City’s Chief Administrative Officer, for and on behalf of the City, is authorized pursuant to Richmond City Code § 2-89 to accept the Donation.

F. **WHEREAS**, the City is authorized to allow Licensee to perform the Services and execute this Agreement pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council for the City of Richmond, Virginia on \_\_\_\_\_, 20\_\_\_\_.

G. **WHEREAS**, the City hereby agrees to grant a license to Licensee, subject to the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in exchange of the mutual covenants below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the City and Licensee, intending to be legally bound, agree as follows:

1. **License.**

1.1. **Grant of License.** The City hereby grants and conveys to Licensee and Licensee's agents, contractors, representatives, employees, invitees, licensees, officers, musicians, entertainers, non-profit partners, sponsors, and volunteers (collectively, the "Licensee Parties") a non-exclusive, limited license to enter upon and use the Property during the Term (as hereinafter defined) for Licensee and the Licensee Parties, each at their sole cost and expense, to perform and donate the Services in accordance with this Agreement on a non-profit, volunteer basis for the purpose of restoring and preserving historical and natural qualities of the Property (the "License"). Such License shall be in effect seven (7) days per week and from 7:00 a.m. to sunset in accordance with Richmond City Code §7-22 (each, a "Workday"). Notwithstanding the foregoing, the City may temporarily restrict or prevent use of the License due to the City's maintenance, repair and restoration of the Property, weather conditions, the City's programs or events, or any other governmental circumstance by providing Licensee with reasonable prior written notice (except in the case of emergency).

1.2. **Term.** The term of the License shall commence on the Effective Date and shall continue for a term of one (1) year (as the same may be extended as provided herein, the "Term"), unless otherwise (A) terminated pursuant to Section 2 ("Default and Early Termination") or (B) modified by mutual consent pursuant to Section 4.4 ("Modifications") of this Agreement. So long as neither the Licensee nor the Licensee Parties are not then in default under the terms and conditions of this Agreement beyond any applicable notice and cure period, the Licensee may, at its sole option, renew the License for up to four (4), one-year renewal terms by furnishing the City with written notice of its decision to renew at least sixty (60) calendar days before the expiration of the then-current term; provided, however, that if the City does not provide written confirmation of its desire to so renew the term of this Agreement within thirty (30) days after receipt of each notice from Licensee, then this Agreement shall automatically terminate at the expiration of the then-current one (1) year term. Upon the termination or expiration of this Agreement, this Agreement shall be of no further force and effect and Licensee shall cease access of the Property, and neither Party shall have any further obligations, except such obligations that expressly survive expiration or termination of this Agreement.

1.3. **Services.** For purposes of this Agreement, the term "Services" mean the Workday Services, the Special Projects and the Cultural Landscape Report described below:

1.3.1. **Workday Services.** "Workday Services" include: (A) cutting and clearing of overgrowth, with particular attention to invasive species; (B) removal of fallen branches and limbs; (C) routine maintenance of cleared areas, such as mowing and weed whacking, and watering in accordance with Richmond City Code §§ 7-31 and 7-32; (D) trash and litter collection for the City's removal; (E) grave marker recovery (in accordance with Richmond City Code Section 7-11), grave cleaning, and documentation of graves; (F) Resetting, repair, and restoration of gravestones, subject to plans and specifications approved by, and subject to the supervision of the Director of the City's Department of Parks, Recreation and Community Facilities ("DPRCF"), or the Director's designee(s), in accordance with Richmond City Code § 7-11; and (G) photo, video, audio, and textual documentation at the Property. Photographs taken as part of this documentation remain the intellectual property of the individual photographers; however, such photographs may be made publicly available through online platforms, the Richmond Cemetery Collaboratory database, either or both. The City shall have no responsibility or obligation for the maintenance, hosting, or operation of any such platforms or databases.

Notwithstanding anything in this Agreement to the contrary, Licensee shall not be responsible for hauling away or otherwise removing yard waste, garbage, or other similar debris, and shall not incur any cost related to such activities.

1.3.2. **Special Projects.** The Licensee may also carry out special projects as part of the Donation, provided that all such special projects are performed in accordance with the terms and conditions

of this Agreement. “Special Projects” shall mean: (A) Removal of dead trees, usually with hand tools but sometimes with chainsaws, in accordance with Richmond City Code §7-18; (B) Non-invasive research and mapping activities in collaboration with university partners; (C) hosting of special events requiring a permit under the Richmond City Code; and (D) any other services not listed under Workday Services.

Before initiating any Special Project, the Licensee shall submit a written proposal to the Director of DPRCF for review and approval. The proposal shall include (i) a detailed description of the proposed work, (ii) the anticipated methods, tools, and materials to be used, (iii) the qualifications of any third-party contractors involved, (iv) a proposed timeline for completion, and (v) any potential impacts on the Property or surrounding areas. The Director of DPRCF shall review the submitted proposal and may request additional information or modifications before issuing a decision. No Special Project may proceed without the prior written approval of the Director of DPRCF.

The Licensee shall submit a list of proposed Special Projects on or before January 31<sup>st</sup> of each calendar year for annual review. The Director of DPRCF may also consider additional project proposals on a rolling basis if the Licensee identifies new needs or opportunities during the year.

All approved Special Projects shall be performed under the supervision of the Licensee, in coordination with the Director of DPRCF and any designated representatives, and in accordance with applicable City codes and regulations. Once a Special Project is approved in writing by the Director of DPRCF, the approved scope of work, methods, and conditions shall be deemed incorporated into this Agreement by reference as an addendum or attachment, without the need for further amendment. Any material deviation from the approved scope of the Special Project shall require additional written approval to be similarly incorporated.

**1.3.3. Cultural Landscape Report.** In support of the City’s efforts to preserve and maintain the Property, and in furtherance of Licensee’s charitable mission, Licensee, at its sole cost, intends to commission a cultural landscape report of the Property (the “Cultural Landscape Report”) to be prepared by a qualified professional consultant to support future conservation and preservation efforts on the Property. The estimated cost of the Cultural Landscape Report is Two Hundred Thousand and No/100 Dollars (\$200,000.00). Upon the completion of the Cultural Landscape Report by such consultant, the Licensee shall deliver a copy of the Cultural Landscape Report to the City thirty (30) days after completion of the Cultural Landscape Report; provided, however, if the Cultural Landscape Report is not complete on the earlier of: (i) thirty (30) days after termination or expiration of this Agreement, if the Term is not renewed as provided herein, or (ii) three (3) years after the Effective Date of this Agreement, then, in lieu thereof, as soon as practicable thereafter, Licensee shall deliver to the City a copy of all such materials or supporting documentation related to the Cultural Landscape Report, to the extent such materials are in Licensee’s possession or control. The provisions of this Section 1.3.3 shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

**1.4. Conservation Easement, Rights of Others, and Compliance with Laws.** Notwithstanding anything to the contrary contained in this Agreement, the grant of the license pursuant to this Agreement is expressly subject to: (1) all matters validly of record, including, without limitation, that certain Deed of Open-Space Easement dated December 11, 2018 and recorded in the Clerk’s Office for the Circuit Court of the City of Richmond, Virginia (the “Clerk’s Office”) as Instrument No. 180026162, as amended by that certain Amended Deed of Open-Space Easement dated September 11, 2019 and recorded in the Clerk’s Office as Instrument No. 190019512 (together, and with any future amendments provided to Licensee, (the “Conservation Easement”)); (2) any and all rights, easements, title and interests of any and all persons or legal entities who have burial lots, or have purchased burial lots, and their relatives, and any rights of the public in the Property, including, without limitation, any and all rights of parties entitled thereto to keep therein the bodies and remains of deceased persons now interred therein, title to all of those

monuments, memorials, grave-markers, crypts or burial vaults, mausoleums, statuary, fences, or other personal property or fixtures associated with any burial lots or memorializing a person interred in the Property, any rights of parties to inter or disinter bodies within designated burial plots, any rights of access to various groups (religious or other groups) to access the Property in order to hold memorial services upon the Property; (3) the statutory rights and powers of the Commonwealth of Virginia and the City to regulate and control the use of the Property as a cemetery and also to regulate and control the interment or removal of remains in or from the Property, and (4) any and all laws, rules, regulations, ordinances or similar governmental requirements and restrictions imposed on land dedicated for cemetery purposes. Further, Licensee, for itself and on behalf of the Licensee Parties, agrees to comply in all material respects with the rules and regulations promulgated by the City concerning the use and enjoyment of the Property, including, without limitation, the guidance set forth in: (A) Virginia Department of Historic Resources: Virginia Historical African American Cemetery and Grave Fund Manual (Rev. 6/2019); (B) National Park Service: Preservation Brief 48 entitled Preserving Grave Markers in Historic Cemeteries; and (C) the findings, requirements and recommendations of the Cultural Landscape Report, once available. Licensee further agrees to conform to all applicable local, state and federal rules, regulations and laws affecting the Property, including without limitation, Chapter 7 - Cemeteries of the Richmond City Code.

1.5. **Storage.** During the Term, Licensee shall further have the right to use any unoccupied storage space in, and access, that certain forty-foot storage container (the “Storage Container”) located on Evergreen Cemetery, for the storage of lawn and maintenance equipment, cleaning supplies and related personal property items. Licensee shall be permitted to store equipment and to lock such Storage Container during and after each Workday; provided, however, that Licensee shall only access the Storage Container during the Workday. Licensee will not cause to be stored on the Property any hazardous materials in violation of any applicable state or federal law. The City will not be responsible for any lost, stolen or damaged items Licensee stores in the Storage Container. Licensee will provide DPRCF staff with the lock combination to access the Storage Container. Licensee shall maintain any and all Licensee personal property stored in the Storage Container in good working order and repair, and any and all such personal property of Licensee shall be clearly labeled as belonging to Licensee. Neither Licensee nor the Licensee Parties (defined below) shall have the right to use any of the City’s or any other party’s personal property or equipment which may be located in the Storage Container or otherwise located on the Property at any time without the prior written consent of the Director of DPRCF, in his or her sole and absolute discretion.

1.6. **Damage to Property.** Licensee shall not damage or in any manner deface the Property, or permit the same by any of the Licensee Parties. If the Property is damaged during the Term of this Agreement by any intentional act, default, negligence or willful misconduct of Licensee or any of the Licensee Parties, the City shall have the right to correct any damage and to make immediate repairs or replacements to the Property as needed to restore the Property to substantially the condition immediately prior to such damage. Licensee agrees to pay the City for any such damage, repairs, or replacements within thirty (30) days of receipt of written invoice detailing the expenses. The terms of this Section 1.6 shall survive the expiration or earlier termination of this Agreement.

1.7. **Prohibited Activities.** The Parties hereto acknowledge and agree that neither Licensee nor the Licensee Parties shall be permitted to conduct any of the following at the Property: (A) tree removal (except for removal of dead trees or fallen branches in accordance with terms and conditions of this Agreement); (B) new construction of structures, buildings or other improvements; (C) excavation or digging (other than that reasonably required for maintaining grave markers); (D) drainage or erosion mitigation.; and (E) carry or transport beverage, food or food product for use or consumption therein in accordance with Richmond City Code §7-27.

1.8. **Motor Vehicles.** Motor vehicles may only drive on designated roads, drive aisles and parking areas within the Property and shall not be operated on the Property at a speed in excess of 15 miles



per hour. Further, no motor vehicle shall be parked or stopped at or near an opened grave, motor vehicles may only be parked in designated parking areas within the Property, and no motor vehicles of Licensee or the Licensee Parties may be parked at the Property overnight. No motor vehicle shall be operated on the Property which is likely to injure or damage the Property, pursuant to Richmond City Code §7-25.

**1.9. Utility Protection.** Licensee and the Licensee Parties shall protect all private and publicly owned utilities located within the Property and shall not cause any utilities interruption.

**1.10. Access by Licensee Parties.** The right to use the Property may be exercised only by Licensee and the Licensee Parties. Further, anytime the Licensee Parties enter upon the Property to conduct the Services, any and all such Licensee Parties shall be accompanied by an authorized representative of Licensee at all times, and such entrance shall be deemed an acknowledgement by the applicable Licensee Parties that the Services are inherently dangerous.

**1.11. Advertisement and Promotion.** Licensee and the Licensee Parties shall not bring into the Property or display therein any advertisement or advertising matter of any kind, except that normally displayed on vehicles or uniforms in accordance with Richmond City Code §7-28.

## **2. Default and Early Termination.**

**2.1. Default.** It shall be an event of default if a party hereto or any of the Licensee Parties shall fail to comply with any provision of this Agreement in any material respect and such default shall continue for more than thirty (30) days after the non-defaulting party shall have given the defaulting party (or the Licensee, in the case of the default of any of the Licensee Parties) notice of such default (unless such default may not reasonably be cured within such 30-day period, in which event the defaulting party (which shall be Licensee in the case of the default of any of the Licensee Parties) shall have such additional time as may be reasonably required to cure such default, not to exceed sixty (60) days). During the continuance of an event of default (after the expiration of applicable notice and cure periods), as its sole and exclusive remedy, the non-defaulting party may terminate this Agreement upon written notice to the other party; provided and notwithstanding the foregoing, however, if the defaulting party is the Licensee or any of the Licensee Parties, such termination shall not limit Licensee's express obligations set forth in Section 1.3.3 ("Cultural Landscape Report") and Section 1.6 ("Damage to Property").

**2.2. Early Termination.** Notwithstanding anything else in this Agreement to the contrary, Licensee may terminate this Agreement for convenience at any time, in Licensee's sole discretion, upon thirty (30) days' prior written notice to the City. In addition, and notwithstanding anything to the contrary contained in this Agreement, the City may terminate this Agreement immediately upon written notice to Licensee if, in the City's reasonable judgment, Licensee's actions are dangerous to persons or the Property or could potentially cause irreversible harm to the Property.

## **3. Liability, Insurance, and Waiver & Release.**

**3.1. Limitation on Liability.** Notwithstanding any provision of this Agreement to the contrary, each the City and the Licensee (for itself and on behalf of the Licensee Parties) hereby waives all claims against each the other Party and their respective agents, contractors, employees, invitees, licensees, officers, musicians, entertainers, non-profits, sponsors, and volunteers for incidental, consequential, punitive, and special damages arising out of or related to this Agreement, the Property, either or both. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This Section 3.1 ("Limitation on Liability") will survive the expiration or earlier termination of this Agreement.

3.2. **Indemnity.** Licensee shall indemnify the City and its agents, contractors, employees, officers and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, that results from (i) Licensee's or any of the Licensee Parties' breach of or default under this Agreement; (ii) the use of, or the performance of the Services on (either or both), the Property by the Licensee or any of the Licensee Parties; and (iii) any negligent conduct or actions of the Licensee or the Licensee Parties pursuant to or in any way relating to this Agreement or Licensee's use of the Property, either or both. Notwithstanding anything contained in this Section 3.2 to the contrary, the indemnification obligations of Licensee pursuant to this Section 3.2 shall not be applicable to any claims to the extent arising from (i) hazardous substances or environmental conditions, existing on the Property prior to the date of this Agreement (to the extent not exacerbated by Licensee or the Licensee Parties), or (ii) the acts or conduct of the City or other third parties (other than Licensee or the Licensee Parties). This Section 3.2 will survive the expiration or earlier termination of this Agreement for a period of five (5) years.

3.3. **Insurance.** The Licensee, at its sole expense, shall obtain and maintain, throughout the Term of this Agreement, with an insurer licensed to transact insurance business in the Commonwealth of Virginia, an insurance policy (i) in substantially the same form and substance as set forth on **Exhibit B**, attached hereto and incorporated by this reference and (ii) containing provisions for insurance limits that match or provide greater coverage than the Liability of Limits of Insurance (Section III) set forth on **Exhibit B**.

3.3.1. **Policy Requirements.** Subrogation against the City shall be waived. The City, and its officers, employees, agents, and volunteers shall be listed as an Additional Insured, except for Workers Compensation. With respect to the Commercial General Liability Insurance and Automobile Liability Insurance, the Additional Insured status shall be provided on a primary and non-contributing basis with respect to any insurance or self-insurance maintained by the indemnitees. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise with the coverage of such policies. No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

3.3.2. **Endorsements and Certificates of Insurance.** The insurance policy or policies under which the required insurance is provided shall include the City as an Additional Insured and shall be effective before the Licensee or its agents, contractors, employees, invitees, licensees, officers, musicians, entertainers, non-profits, sponsors, or volunteers enter the Property. The Licensee shall furnish the City with copies of the required Additional Insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage, at least seven (7) days prior to entering the Property, which documentation will be reviewed promptly, and neither the Licensee nor any of the Licensee Parties performing Services for a fee shall enter the Property until the City's Chief of Risk Management has approved the required insurance.

3.4. **Waiver & Release.** The City will not be responsible for any damage or loss to Licensee's property or the property of the Licensee Parties in connection with this Agreement, no matter what the cause of such damage or loss, unless such damage or loss is caused by or results from the gross negligence or intentional misconduct of the City. During the Term of this Agreement, Licensee and all Licensee Parties shall execute, prior to accessing the Property or commencing the performance of the Services on the Property, a liability waiver and release in favor of the City and its agents, contractors, employees, licensees, officers, and representatives (a "Waiver"), attached hereto as **Exhibit C**. The Waiver shall include a waiver of claims for incidental, consequential, punitive, and special damages arising out of or related to this Agreement, the Property, either or both. Such form may be modified from time to time pursuant to the

reasonable written request of either party. Electronic signatures shall suffice for purposes of execution of the Waiver. Upon written request from the City, Licensee shall provide copies of all Waivers executed during the Term. Licensee shall deliver copies of all Waivers to the City promptly, but not later than the expiration of the then-current year of the Term.

#### **4. Miscellaneous.**

##### **4.1. Assignment.**

4.1.1. **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Agreement by written notice delivered to the Licensee. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

4.1.2. **By Licensee.** The Licensee shall not assign its rights or delegate its duties, or any part thereof, under this Agreement without the prior written consent of the City. Further, the Licensee shall not assign, sublet or transfer its interest or any part thereof in this Agreement by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Licensee or the Licensee's services, as applicable, without the prior written consent of the City, in its sole and absolute discretion.

##### **4.2. Dispute Resolution.**

4.2.1. **Construction and Interpretation.** Each of the Parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

4.2.2. **Forum and Venue.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

4.2.3. **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and Licensee in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

4.3. **Due Authorization.** Each of the Parties executing this Agreement warrants to the other Party that this Agreement is being executed with full authority of such Party and that the representatives of such Party whose signature appears hereon is duly authorized and empowered to make and execute this Agreement in their respective Party's name.

4.4. **Modifications.** This Agreement contains the complete understanding and agreement of the Parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representatives of each of the Parties hereto. The CAO is authorized to act on behalf of the City for the purpose of amending or modifying this Agreement.

4.5. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.6. **Headings.** Paragraph and Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or any provision of this Agreement granted hereunder.

4.7. **No Relationship Between Parties.** The City and Licensee agree that Licensee is in no way to be considered an employee, partner, agent, or associate, whether by joint venture or otherwise, of the City in the conduct of its business and the performance of the Services.

4.8. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and Licensee hereby agree that: (A) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (B) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or Licensee; (C) no individual or entity shall obtain any right to make any claim against the City or Licensee under the provisions of this Agreement; and (D) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this Section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether that individual or entity is named in this Agreement.

4.9. **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

*To Licensee:*

The Friends of East End Cemetery, Inc.  
Attn: Mark Schmieder  
717 N. 33rd St.  
Richmond, Virginia 23223  
Email: m.j.schmieder.03@gmail.com

*and:*

The Friends of East End Cemetery, Inc.  
Attn: Brian Palmer  
717 N. 33rd St.  
Richmond, Virginia 23223  
Email: bxpnyx@fastmail.com

*To the City:*

City of Richmond  
c/o Department of Parks, Recreation and Community Facilities  
2401 Leigh Street  
Richmond, Virginia 23220  
Attn: Christopher Frelke  
Email: christopher.frelke@rva.gov

*With a copy to:*

City of Richmond  
Office of the City Attorney  
900 E. Broad Street, Suite 400  
Richmond, Virginia 23219  
Attn: Shannan Fitzgerald

Either Party may change any of its address information given above by giving notice in writing stating its new address to the other Party.

4.10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon City and Licensee and their respective successors and assigns, to the extent permitted under this Agreement.

4.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

4.12. **Subject to Appropriations.** Any payments and other performance by the City under this Agreement are subject to annual appropriations by the City Council for the City of Richmond; consequently, this Agreement shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

4.13. **Authorization to Act.** The Chief Administrative Officer (the “CAO”) of the City of Richmond, Virginia, or a designee thereof, is authorized to act on behalf of the City for all purposes of this Agreement, including, without limitation, executing this Agreement, providing any notice or authorization hereunder and extending the Term hereof.

4.14. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This Section 4.14 will survive the expiration or earlier termination of this Agreement.

4.15. **Electronic Signatures.** By signing this agreement, the Licensee acknowledges and certifies the Licensee’s agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. The Licensee hereby agrees that electronic signatures and signatures to this Agreement transmitted by .pdf shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4.16. **Removal at End of Term.** Upon termination or expiration of this Agreement, Licensee shall have removed from the Storage Container and the Property all of its personal property and equipment. If Licensee does not so remove the its personal property and equipment from the Storage Container and the Property, in the City’s sole and absolute discretion, the City may either: (i) do so at Licensee's cost and expense and without incurring liability to Licensee for damages that may directly or indirectly result therefrom; or (ii) allow such property to remain on the Property, in which case title to such personal property and equipment shall vest in the City. The provisions of this Section 4.16 shall survive the expiration or earlier termination of this Agreement.

4.17. **“AS-IS”.** Licensee, or itself and on behalf of the Licensee Parties, accepts the Property in “as is, where is, with all faults” condition as of the Effective Date. The City makes no representations as to the condition of the Property. The City shall have no obligation to Licensee or the Licensee Parties to perform any maintenance, improvements or alterations in order to prepare the Property for the Licensee’s use hereunder or otherwise during the Term. Further, no representation or warranty regarding the Property is made by the City as to any particular condition, absence of hazardous or toxic substances, absences of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Licensee is not relying, and will not later rely, upon any representations and warranties made by the City, oral or written, or anyone acting or claiming to act, by, through or under or on the City’s behalf concerning the Property. The City shall not be responsible to the Licensee or the Licensee Parties for the correction of any violations of any laws due to the presence of any hazardous

substances on the Property. This Section 4.17 shall survive the expiration or earlier termination of this Agreement.

*[Signatures to follow on next page(s).]*

EXECUTED to be effective as of the Effective Date.

**LICENSEE:**

**The Friends of East End Cemetery, Inc.,**  
a Virginia nonstock corporation

**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY:**

**City of Richmond, Virginia,**

a municipal corporation and political subdivision of the  
Commonwealth of Virginia:

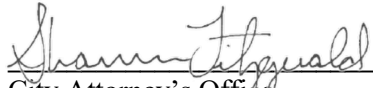
**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Administrative Officer

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

  
\_\_\_\_\_  
City Attorney's Office

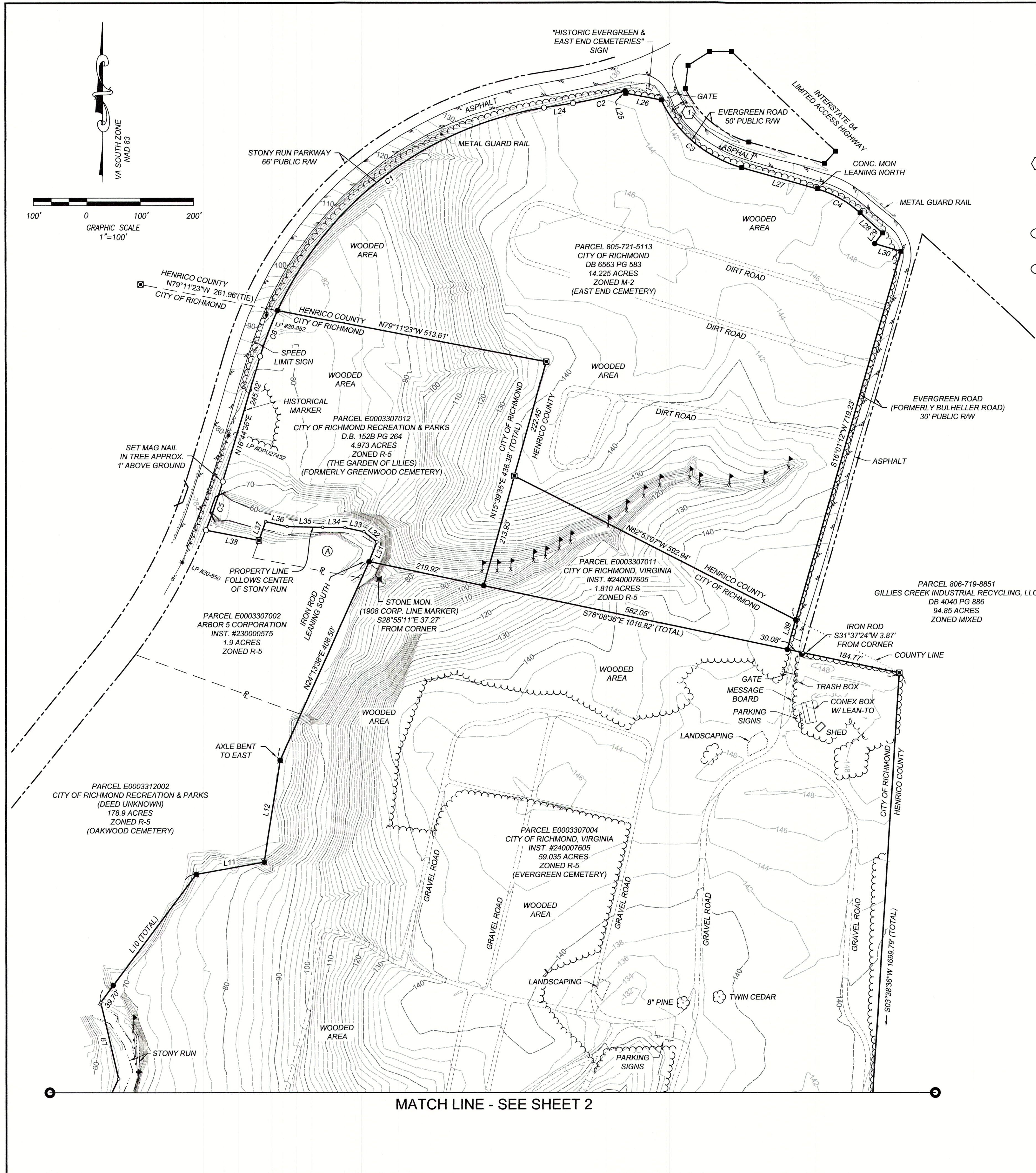
5/26/2026



**EXHIBIT A**  
**PROPERTY**



# Exhibit A



PROPERTY OWNERS

- (A)  
PARCEL E0003307008  
ARBOR 5 CORPORATION  
INST. #230000575  
0.45 ACRES  
ZONED R-5

STORM DRAIN

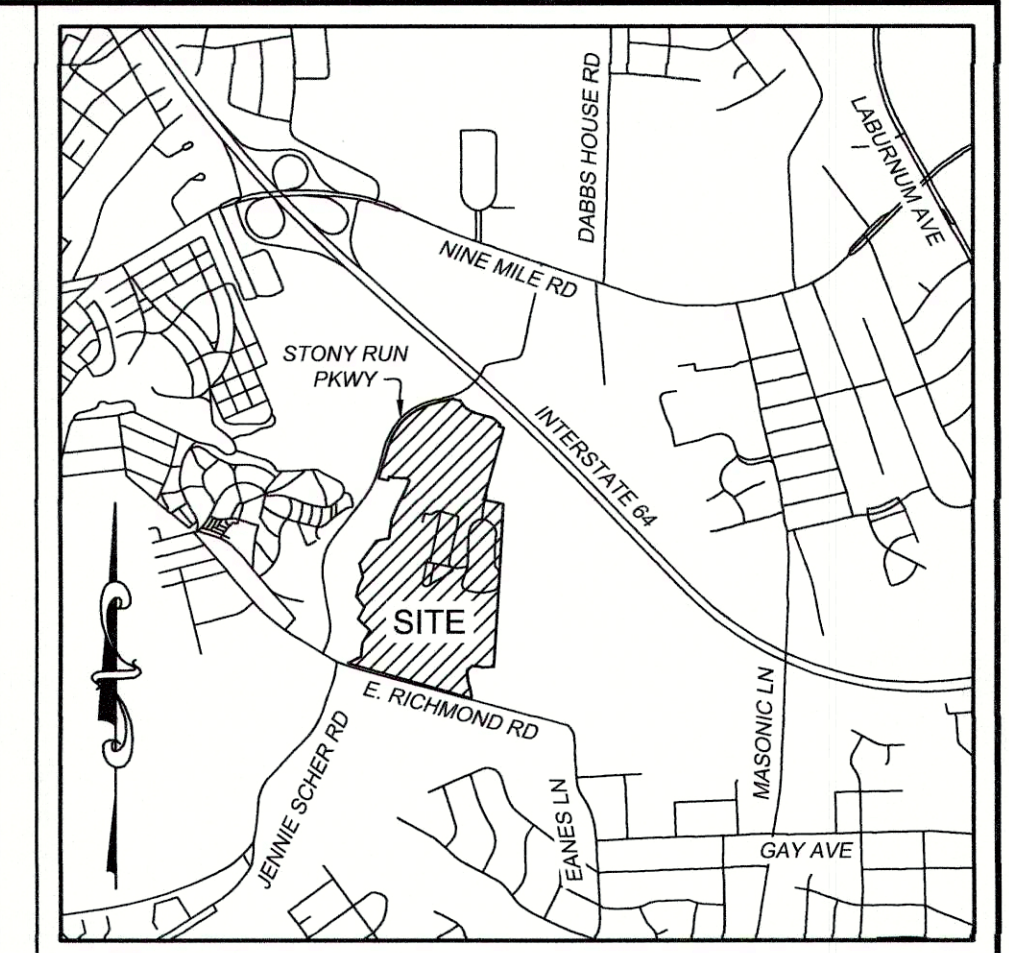
- 1 15" RCP  
W/ CONC. HEADWALLS  
138.04 INV IN (SW)  
137.44 INV OUT (NE)

SANITARY SEWER

- ① SANITARY SEWER MANHOLE  
51.18 RIM  
(DID NOT OPEN)
- ② SANITARY SEWER MANHOLE  
55.16 RIM  
(DID NOT OPEN)

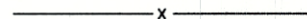
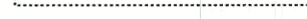
GENERAL NOTES

1. THE PROPERTY AS SHOWN HEREON IS BASED ON A CONVENTIONAL FIELD-RUN BOUNDARY SURVEY FROM NOVEMBER 13, 2024 TO JANUARY 14, 2025.
2. HORIZONTAL DATUM: VIRGINIA COORDINATE SYSTEM OF 1983, SOUTH ZONE, EPOCH 2010, BASED ON RTN GPS OBSERVATION.
3. VERTICAL DATUM: NAVD88, BASED ON RTN GPS OBSERVATION.
4. ALL DISTANCES ARE HORIZONTAL GROUND.  
PROJECT COMBINED SCALE FACTOR: 0.9999503641  
SCALE POINT (GRID = SCALE): JMT2 N=3,720,174.21 E=11,805,818.97
5. STONY RUN AND GILLIES CREEK ARE REGULATORY FLOODWAYS LOCATED IN FLOOD ZONE 'AE' WHICH IS DEFINED AS A SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS DEFINED, AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAPS (FIRM) FOR RICHMOND, VIRGINIA, MAPS NO. 510730042D & 510139004D, HAVING EFFECTIVE DATES OF APRIL 2, 2008, THE NORTHERN TAX PARCEL, 805-721-5113, IS DESIGNATED AS ZONE 'X' (UNSHADED) PER THE FIRM MAP FOR HENRICO COUNTY, MAP NO. 51087C0142D, HAVING AN EFFECTIVE DATE OF APRIL 25, 2024.
6. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL ENCUMBRANCES TO THE SUBJECT PARCEL.
7. WETLANDS ARE PRESENT ON SITE AS DELINEATED HEREON.
8. SEE SHEET 2 FOR LINE AND CURVE TABLES.



VICINITY MAP  
SCALE: 1"=2000'±

**LEGEND**

- |                                                                                       |                                              |                                                                                       |                                                                  |
|---------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------|
|    | FOUND STONE MONUMENT                         |    | ASPHALT                                                          |
|    | FOUND CONCRETE VDOT MONUMENT                 |    | FENCE                                                            |
|    | FOUND IRON ROD                               |    | WETLANDS LIMITS                                                  |
|    | FOUND AXLE                                   |    | METAL GUARD RAIL                                                 |
|    | SET 5/8" IRON REBAR (UNLESS OTHERWISE NOTED) |    | TREE DRIP LINE                                                   |
|    | DIMENSION POINT (NOTHING SET)                |    | EDGE OF WATER                                                    |
| CONC.                                                                                 | CONCRETE                                     |    | LANDSCAPING                                                      |
|    | PROPERTY LINE                                |    | PROPERTY LINE                                                    |
| R/W                                                                                   | RIGHT OF WAY                                 |    | ADJACENT PROPERTY LINE (NOT SURVEYED)                            |
|  | KEYNOTE - SEE PROPERTY OWNER TABLE           |  | RIGHT OF WAY LINE                                                |
|  | KEYNOTE - SEE SANITARY SEWER TABLE           |  | EXISTING EASEMENT                                                |
|  | KEYNOTE - SEE STORM DRAIN TABLE              |  | UTILITY - SANITARY SEWER LINE                                    |
|  | LIGHT POLE                                   |  | UTILITY - OVERHEAD LINE (TYPE AND NUMBER OF LINES NOT SPECIFIED) |
|  | POWER POLE                                   |                                                                                       |                                                                  |
|  | GUY ANCHOR                                   |                                                                                       |                                                                  |
|  | SANITARY SEWER MANHOLE                       |                                                                                       |                                                                  |
|  | SIGN                                         |                                                                                       |                                                                  |
|  | WETLAND FLAG                                 |                                                                                       |                                                                  |

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|----------|------------|--------------|---------------|-------------|
| C1    | 667.00'  | 635.08'    | 629.07'      | S52°47'28"W   | 56°16'18"   |
| C2    | 633.00'  | 100.52'    | 100.41'      | S76°44'06"W   | 9°05'53"    |
| C3    | 238.70'  | 203.61'    | 197.49'      | N49°50'10"W   | 48°52'20"   |
| C4    | 199.99'  | 92.71'     | 91.88'       | N60°59'30"W   | 26°33'37"   |
| C5    | 1033.00' | 96.90'     | 96.87'       | S19°25'50"W   | 5°22'29"    |
| C6    | 667.00'  | 92.11'     | 92.03'       | S20°41'57"W   | 7°54'43"    |

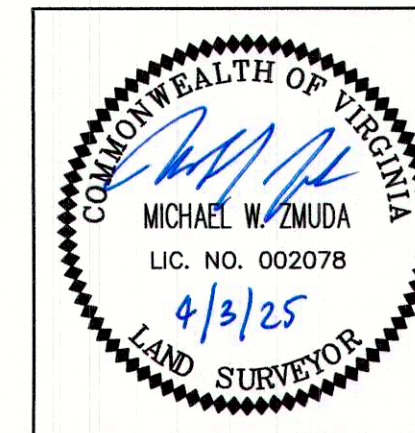
| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N63°20'21"E | 151.38'  |
| L2   | N05°45'38"E | 140.57'  |
| L3   | N32°02'58"E | 151.06'  |
| L4   | N45°23'26"W | 170.70'  |
| L5   | N27°17'40"E | 141.28'  |
| L6   | N38°05'00"W | 140.18'  |
| L7   | N13°03'40"E | 104.52'  |
| L8   | N25°56'48"E | 108.08'  |
| L9   | N13°17'19"W | 147.14'  |
| L10  | N36°43'56"E | 300.09'  |
| L11  | N79°54'26"E | 130.18'  |
| L12  | N08°50'00"E | 193.20'  |
| L13  | N74°10'57"W | 23.50'   |
| L14  | S87°23'15"W | 104.88'  |
| L15  | N77°28'06"W | 44.44'   |
| L16  | N88°58'21"W | 48.27'   |
| L17  | S55°43'16"W | 60.55'   |
| L18  | S10°00'52"W | 39.51'   |
| L19  | S06°45'48"E | 103.24'  |
| L20  | S18°01'49"E | 52.17'   |
| L21  | S17°31'44"E | 49.85'   |
| L22  | S09°48'59"E | 41.28'   |
| L23  | S03°39'14"W | 15.41'   |
| L24  | N81°18'23"E | 55.12'   |
| L25  | S17°54'42"E | 7.72'    |
| L26  | S79°19'48"E | 67.65'   |
| L27  | S74°16'20"E | 147.57'  |
| L28  | S47°50'50"E | 56.31'   |
| L29  | S36°02'22"W | 24.67'   |
| L30  | S73°26'38"E | 51.11'   |
| L31  | N21°13'25"E | 39.49'   |
| L32  | N51°35'36"W | 30.97'   |
| L33  | N78°09'59"W | 36.58'   |
| L34  | N88°37'02"W | 41.57'   |
| L35  | N88°48'57"W | 66.77'   |
| L36  | N76°47'41"W | 41.28'   |
| L37  | S19°50'43"W | 37.47'   |
| L38  | N79°09'17"W | 101.63'  |
| L39  | S16°01'12"W | 57.56'   |

**SURVEYOR'S CERTIFICATION**

I, MICHAEL W. ZMUDA, A DULY LICENSED SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY LINES AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE BASED ON AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION; THAT THE DATA WAS OBTAINED FROM NOVEMBER 13, 2024 TO JANUARY 14, 2025; AND THAT THIS PLAT MEETS MINIMUM ACCURACY STANDARDS AS SET FORTH IN 18VAC10-20-370 AND 18VAC10-20-382 UNLESS OTHERWISE NOTED.

  
MICHAEL W. ZMUDA, L.S. #002078

4/3/25  
DATE

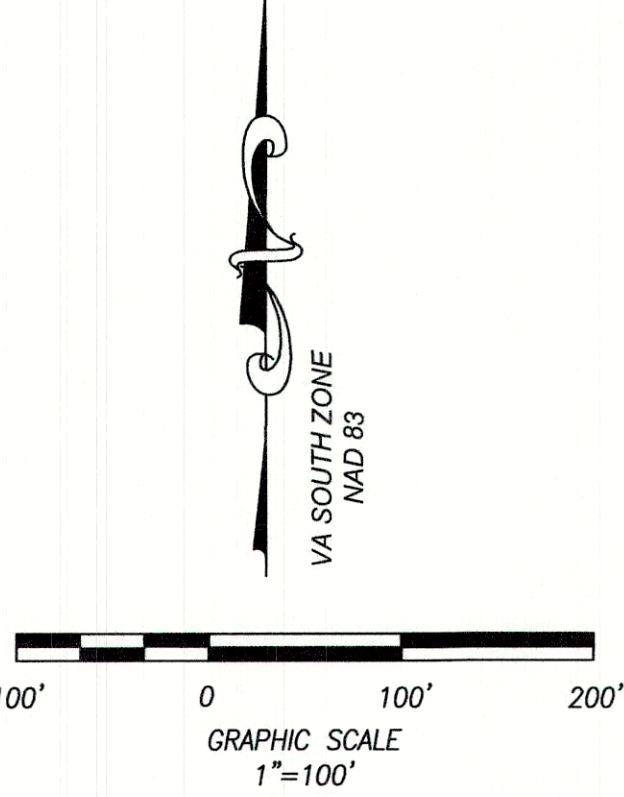


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|                                                                                                                                                                                                                                                                      |                |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------|
| REVISION #                                                                                                                                                                                                                                                           | DATE           | REASON FOR REVISION |
|                                                                                                                                                                                                                                                                      |                |                     |
|                                                                                                                                                                                                                                                                      |                |                     |
| <p align="center"><b>BOUNDARY &amp; TOPOGRAPHIC SURVEY</b></p> <p align="center">PREPARED FOR<br/>THE CITY OF RICHMOND</p> <p align="center">EVERGREEN CEMETERY, EAST END CEMETERY<br/>AND THE GARDEN OF LILIES</p> <p align="center">CITY OF RICHMOND, VIRGINIA</p> |                |                     |
| DRAWN BY: JSZ                                                                                                                                                                                                                                                        | PROJECT#:      |                     |
| CHECKED BY: MWZ                                                                                                                                                                                                                                                      | CONTRACT#:     | JMT# 21-01283-014   |
| DATE: 04/03/2025                                                                                                                                                                                                                                                     | SCALE: 1"=100' | SHEET 1 OF 2        |



MATCH LINE - SEE SHEET 1



LEGEND

- |       |                                              |                                                        |                                                                  |
|-------|----------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------|
| ■     | FOUND STONE MONUMENT                         | —                                                      | ASPHALT                                                          |
| ●     | FOUND CONCRETE VDOT MONUMENT                 | — x —                                                  | FENCE                                                            |
| ●     | FOUND IRON ROD                               | — x — x —                                              | WETLANDS LIMITS                                                  |
| ■     | FOUND AXLE                                   | — x — x — x —                                          | METAL GUARD RAIL                                                 |
| ○     | SET 5/8" IRON REBAR (UNLESS OTHERWISE NOTED) | ~~~~~                                                  | TREE DRIP LINE                                                   |
| ○     | DIMENSION POINT (NOTHING SET)                | ~~~~~                                                  | EDGE OF WATER                                                    |
| CONC. | CONCRETE                                     | ~~~~~                                                  | LANDSCAPING                                                      |
| R     | PROPERTY LINE                                | —                                                      | PROPERTY LINE                                                    |
| R/W   | RIGHT OF WAY                                 | ---                                                    | ADJACENT PROPERTY LINE (NOT SURVEYED)                            |
| (A)   | KEYNOTE - SEE PROPERTY OWNER TABLE           | ---                                                    | RIGHT OF WAY LINE                                                |
| (1)   | KEYNOTE - SEE SANITARY SEWER TABLE           | ---                                                    | EXISTING EASEMENT                                                |
| (1)   | KEYNOTE - SEE STORM DRAIN TABLE              | --- SAN ---</td <td>UTILITY - SANITARY SEWER LINE</td> | UTILITY - SANITARY SEWER LINE                                    |
| *     | LIGHT POLE                                   | --- OHL ---                                            | UTILITY - OVERHEAD LINE (TYPE AND NUMBER OF LINES NOT SPECIFIED) |
| ■     | POWER POLE                                   |                                                        |                                                                  |
| ○     | GUY ANCHOR                                   |                                                        |                                                                  |
| ⊙     | SANITARY SEWER MANHOLE                       |                                                        |                                                                  |
| ▲     | SIGN                                         |                                                        |                                                                  |
| x     | WETLAND FLAG                                 |                                                        |                                                                  |

PARCEL E0003312002  
CITY OF RICHMOND RECREATION & PARKS  
(DEED UNKNOWN)  
178.9 ACRES  
ZONED R-5  
(OAKWOOD CEMETERY)

PROPOSED 20'  
PERMANENT SEWER  
EASEMENT PER CITY  
DRAWING #O-21071

SANITARY SEWER

- ① SANITARY SEWER MANHOLE  
51.18 RIM  
(DID NOT OPEN)
- ② SANITARY SEWER MANHOLE  
55.16 RIM  
(DID NOT OPEN)

PARCEL 806-719-8851  
GILLIES CREEK INDUSTRIAL RECYCLING, LLC  
DB 4040 PG 886  
94.85 ACRES  
ZONED MIXED

PARCEL E0003307004  
CITY OF RICHMOND, VIRGINIA  
INST. #240007605  
59.035 ACRES  
ZONED R-5  
(EVERGREEN CEMETERY)

PARCEL E0003307003  
BRICKYARD PROPERTIES LLC  
INST. #2022-20482  
1.77 ACRES  
ZONED R-5

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N63°20'21"E | 151.38'  |
| L2   | N05°45'38"E | 140.57'  |
| L3   | N32°02'58"E | 151.06'  |
| L4   | N45°23'26"W | 170.70'  |
| L5   | N27°17'40"E | 141.28'  |
| L6   | N38°05'00"W | 140.18'  |
| L7   | N13°03'40"E | 104.52'  |
| L8   | N25°56'48"E | 108.08'  |
| L9   | N13°17'19"W | 147.14'  |
| L10  | N36°43'56"E | 300.09'  |
| L11  | N79°54'26"E | 130.18'  |
| L12  | N08°50'00"E | 193.20'  |
| L13  | N74°10'57"W | 23.50'   |
| L14  | S87°23'15"W | 104.88'  |
| L15  | N77°28'06"W | 44.44'   |
| L16  | N87°58'21"W | 48.27'   |
| L17  | S55°43'16"W | 60.55'   |
| L18  | S10°00'52"W | 39.51'   |
| L19  | S06°45'48"E | 103.24'  |
| L20  | S18°01'49"E | 52.17'   |
| L21  | S11°31'44"E | 49.85'   |
| L22  | S09°48'59"E | 41.28'   |
| L23  | S03°39'14"W | 15.41'   |
| L24  | N81°18'23"E | 55.12'   |
| L25  | S17°57'42"E | 4.72'    |
| L26  | S79°19'48"E | 67.65'   |
| L27  | S74°16'20"E | 147.57'  |
| L28  | S47°50'50"E | 56.31'   |
| L29  | S36°02'22"W | 24.67'   |
| L30  | S73°26'38"E | 51.11'   |
| L31  | N21°13'25"E | 39.49'   |
| L32  | N51°35'36"W | 30.97'   |
| L33  | N78°09'59"W | 36.58'   |
| L34  | N88°37'02"W | 41.57'   |
| L35  | N88°48'57"W | 66.77'   |
| L36  | N76°47'41"W | 41.28'   |
| L37  | S19°50'43"W | 37.47'   |
| L38  | N79°09'17"W | 101.63'  |
| L39  | S16°01'12"W | 57.56'   |

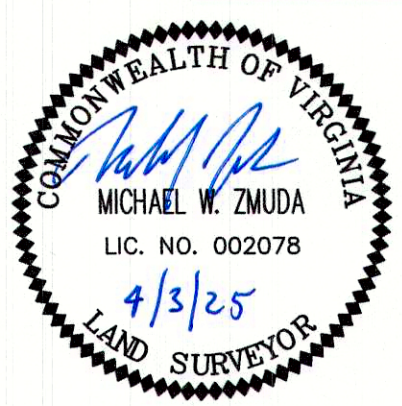


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| REVISION # | DATE | REASON FOR REVISION |
|------------|------|---------------------|
|            |      |                     |
|            |      |                     |

**BOUNDARY & TOPOGRAPHIC SURVEY**  
PREPARED FOR  
THE CITY OF RICHMOND  
EVERGREEN CEMETERY, EAST END CEMETERY  
AND THE GARDEN OF LILIES  
CITY OF RICHMOND, VIRGINIA

|                  |            |                    |
|------------------|------------|--------------------|
| DRAWN BY: JSZ    | PROJECT#:  | JMT#: 21-01283-014 |
| CHECKED BY: MWZ  | CONTRACT#: | SCALE: 1"=100'     |
| DATE: 04/03/2025 |            | SHEET 2 OF 2       |





**EXHIBIT B**  
INSURANCE POLICY



## Exhibit B

Enclosed you will find **a non-admitted** Businessowners quote for Friends of East End Cemetery Inc. The quote number is NBP025C1114 Version 4 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

**We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.**

Thank you for the opportunity to quote this account!

Sincerely,  
Brian Wiersch  
HIGHSTREET INSURANCE SERVICES NORTHEAST, LLC (EMMAUS)

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 3600 E Richmond Rd, Richmond, VA 23223

Construction: Frame / Protection Class: 1

Property Coverage

Perils: Special

| Coverage                          | Limit    | Deductible | Valuation        | Rate | Premium  |
|-----------------------------------|----------|------------|------------------|------|----------|
| Business Personal Property        | \$5,000  | \$1,000    | Replacement Cost |      | Included |
| Business Income and Extra Expense | \$50,000 | N/A        | Not Applicable   |      | Included |

Property Coverage Premium for Location #1: [REDACTED]

Coverages automatically provided by Businessowners coverage form

|                                                 |                                                                          |                                                        |                                                  |
|-------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------|
| Business Personal Property - automatic increase | 25% during peak season                                                   | Business Personal Property at newly acquired locations | \$100,000                                        |
| Business Personal Property not at premises      | \$10,000                                                                 | Outdoor Property (including trees, shrubs, and plants) | \$500 per tree/shrub/plant - \$2,500 total limit |
| Exterior Building Glass                         | Up to Business Personal Property                                         | Signs attached to the Building                         | \$1,000                                          |
| Increased Cost of Construction                  | \$10,000 - Only when Building coverage with Replacement Cost is provided | Valuable Papers & Records                              | \$10,000 (\$5,000 not at premises)               |
| Accounts Receivable                             | \$10,000 (\$5,000 not at premises)                                       | Personal Effects                                       | \$2,500                                          |
| Forgery and Alteration                          | \$2,500                                                                  | Money Orders and Counterfeit Paper Currency            | \$1,000                                          |
| Fire Department Service Charge                  | \$1,000                                                                  |                                                        |                                                  |

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Liability Coverage

| Description                                                                           | Fire Code | Class Code | Basis                  | Exposure               | Prod/CompOps Rate | All Other Rate | Prod/CompOps Premium | All Other Premium |
|---------------------------------------------------------------------------------------|-----------|------------|------------------------|------------------------|-------------------|----------------|----------------------|-------------------|
| Waiver of Rights of Recovery                                                          |           | 49956      | Person Or Organization | 2                      | 0.000             | 0.000          | Incl                 | Incl              |
|                                                                                       |           |            |                        | Person Or Organization |                   |                |                      |                   |
| Non-Owned & Hired Automobile Liability - Specialty Product                            |           | 90099      | Flat                   | Flat                   | 0.000             | 225.000        | \$0                  | [REDACTED]        |
| Blanket Additional Insured - Non-Profit Package                                       |           | 49950      | Flat                   | 1                      | 0.000             | 100.000        | \$0                  | [REDACTED]        |
|                                                                                       |           |            |                        | Flat                   |                   |                |                      |                   |
| Membership Organization (Charity) - no premises owned or leased - Not-for-Profit only | 0757      | 41670      | Members                | 25                     | 0.000             | 2.313          | \$0                  | [REDACTED]        |
|                                                                                       |           |            |                        | Per Members            |                   |                |                      |                   |
| Primary and Non-Contributory - Written Contract                                       |           | 44448      | Person Or Organization | 2                      | 0.000             | 50.000         | \$0                  | [REDACTED]        |
|                                                                                       |           |            |                        | Person Or Organization |                   |                |                      |                   |

Liability Coverage Premium for Location #1: [REDACTED]

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

| Description                      | Retention (each claim) | Premium |
|----------------------------------|------------------------|---------|
| Directors and Officers Liability | \$0                    |         |
| Employment Practices Liability   | \$0                    |         |

Management Liability Coverages Premium for Location #1:

Total for Location:

III. LIABILITY LIMITS OF INSURANCE

BUSINESSOWNERS GENERAL LIABILITY

|                                  |             |
|----------------------------------|-------------|
| Liability and Medical Expense    | \$1,000,000 |
| Medical Expense (Any One Person) | \$5,000     |
| Damage To Premises Rented to You | \$100,000   |
| General Aggregate                | \$2,000,000 |
| General Liability Deductible     | \$0         |

HIRED AND NON-OWNED AUTO

|                                         |          |
|-----------------------------------------|----------|
| Each Occurrence                         | Included |
| Aggregate Included in General Aggregate |          |

DIRECTORS & OFFICERS LIABILITY

|                   |             |
|-------------------|-------------|
| Claims Made Limit | \$1,000,000 |
|-------------------|-------------|

EMPLOYMENT PRACTICES LIABILITY

|                                                                     |             |
|---------------------------------------------------------------------|-------------|
| Claims Made Limit                                                   | \$1,000,000 |
| Optional Additional Limit- Must be less than or equal to D&O limit. |             |

IV. REQUIRED FORMS & ENDORSEMENTS

Non Profit Management Liability Endorsements

|        |                                                                                     |                      |                                                                          |
|--------|-------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------|
| DO-100 | (05/17) Directors and Officers Coverage Part                                        | DO-GTC               | (05/17) General Terms and Conditions                                     |
| DO-101 | (05/17) Employment Practices Coverage Part                                          | DO-VA                | (12/18) Virginia State Amendatory Endorsement                            |
| DO-209 | (05/17) Absolute Professional Liability Exclusion                                   | PL 1 PFAS            | (03/23) Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) |
| DO-239 | (05/17) Specified Person or Entity Exclusion                                        | SNPP                 | (04/08) Specialty Non Profit Package Application                         |
| DO-283 | (11/17) Data and Security Plus Endorsement                                          | VA Disclosure Notice | (01/21) Virginia Disclosure Notice                                       |
| DO-290 | (05/17) Fair Labor Standards Act Endorsement - Defense Costs and Indemnity Coverage | VA Notice            | (01/21) Virginia Notice                                                  |
| DO-314 | (03/21) Biometric Information Exclusion                                             |                      |                                                                          |

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

**EXHIBIT C**  
**FORM OF WAIVER**



## Exhibit C

### ***WAIVER AND RELEASE OF LIABILITY***

In consideration of the risk of injury while participating in ..... (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge City of Richmond, located at 900 E. Broad St., Richmond, Virginia 23219, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless City of Richmond against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If City of Richmond incurs any of these types of expenses, I agree to reimburse City of Richmond.

I acknowledge that City of Richmond and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of City of Richmond.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge City of Richmond and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against City of Richmond for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of City of Richmond, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any

actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and City of Richmond agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

| <u>Emergency Contact</u> | <u>Contact Relationship</u> | <u>Contact Telephone</u> |
|--------------------------|-----------------------------|--------------------------|
| _____                    | _____                       | _____                    |
| _____                    | _____                       | _____                    |
| _____                    | _____                       | _____                    |

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's Name:** \_\_\_\_\_

**Participant's Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:**

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**Relationship to Minor:**

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**Signature:**

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**Date:**

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