

Ebinger, Matthew J. - PDR

From: Julie Phillips Drechsler [jrp8m@yahoo.com]
Sent: Monday, June 11, 2018 8:33 PM
To: Ebinger, Matthew J. - PDR
Subject: Bon Secours B-7 vote input
Attachments: Ground Lease w Notations 03-28-2017.pdf; Contract_between_EDA_and_Bon_Secours.pdf; Far West Master Plan .pdf

Matthew,

Attached, please find the EDA Contract and Ground Lease between the City and Bon Secours, as well as the Master Plan section specific to our area. I ask that these as supporting reference documents be included in the Planning packet for the Bon Secours vote, primarily to reinforce the fact that the contract was specifically about the school, while the current rezoning request is for 6 acres to complete the St. Mary's campus expansion.

Bon Secours has used the last FIVE YEARS since the agreement was penned to delay the process with multiple extensions, all under the guise of due diligence, in order to continue their acquisition of residential property to further their expansion goals, directly counter to the Master Plan. There is no due diligence in the world that requires 5 years. In fact, 7 of the 10 residential properties included in their rezone request were acquired after conversations with the EDA were underway, most in the last 2 years. Their due diligence ended up being a front for their expansion and to try to limit their community interaction exposure to one blanket request.

Not only was this NOT the original intention behind the EDA Contract and Ground Lease, the campus expansion is specifically called out in the Master Plan as being detrimental to the area and prohibited (pages 179 and 184). This fact was pointed out to them by Planning as well, and yet they've chosen to thumb their noses at us all by proceeding. Let alone the fact that the recent Master Plan amendment includes references to a 2-3 story height limitation and the critical need for a comprehensive traffic and parking study.

Please ask Bon Secours to pursue an SUP for the School site only and encourage transparency with the community, as there truly are no appropriate zoning categories. The community has offered to work with Bon Secours on an SUP, at least 3 times, and have been turned down each time.

Thanks!
Julie

DEED OF GROUND LEASE
(5800 Patterson Avenue)

THIS DEED OF GROUND LEASE (the "Lease") dated as of the th day of July, 2013, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Landlord"), and **BON SECOURS – ST. MARY'S HOSPITAL OF RICHMOND, INC.**, a Virginia non-stock, not-for-profit corporation (the "Tenant"), provides:

RECITALS:

1. The City Council of the City of Richmond, adopted Ordinance No. 2012-214-192 on November 26, 2012 which was amended and re-ordained by Ordinance No. 2012-230-218 on December 10, 2012 (collectively, the "Ordinance"), to provide a city-wide economic development package and declaring as surplus certain land, with improvements thereon, lying and being in the City of Richmond, Virginia, and more particularly described on the attached Exhibit A (the "Landlord Property"). The Ordinance authorizes the conveyance of the Landlord Property to the Economic Development Authority of the City of Richmond, Virginia ("EDA"), conditioned on the lease of the Landlord Property to Bon Secours – Richmond Health System, or an affiliate or designee approved by the EDA as the Landlord in this Lease.

2. The City of Richmond School Board declared the Landlord Property surplus by resolution dated June 15, 2009, and conveyed the Landlord Property to the City of Richmond by deed dated November 1, 2012, and recorded in the Clerk's Office (as defined below) as instrument number 12-23939. The City of Richmond conveyed the Landlord Property to Landlord by that Special Warranty Deed dated April 8, 2013, recorded in the Clerk's Office, as instrument number 138767.

3. Tenant desires to lease from the Landlord the portion of the Landlord Property described on the attached Exhibit B (the "Leased Land"), and construct, renovate or reconstruct thereon a building or buildings primarily for medical office space, including accessory office space, retail uses, and other compatible uses.

4. Located on the Landlord Property are the Westhampton School, and a playground and ball field which continue to provide recreational venues for the surrounding community. In authorizing the Landlord to ground lease the Premises to Tenant, the Richmond City Council expressed its desire that Tenant relocate the playground to another property near the Landlord Property, make an annual payment to defray part of the cost of maintaining the ball field and endeavor to maintain the historic nature of the Westhampton School buildings.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** The following terms shall have the meaning set forth in this Section 1 throughout the Lease:

“Affiliate”	A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Tenant.
“Annual Rent”	Shall have the meaning ascribed to it in Section 5.2.
“Assessments”	Shall have the meaning ascribed to it in Section 7.4.
“City of Richmond”	The City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.
“Clerk’s Office”	The Clerk’s Office of the Circuit Court of the City of Richmond, Virginia, or its successor repository of land records.
“Control”	“Control” as used in this Lease shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract, or otherwise.
“Environmental Laws”	Shall have the meaning ascribed to it in Section 20.1.
“Existing Improvements”	Shall mean the school buildings and other improvements existing on the Leased Land as of the date of this Lease.
“Fair Market Rent”	Shall have the meaning ascribed to it in Section 2.4.
“Fair Market Value”	Shall have the meaning ascribed to it in Section 15.5.
“Feasibility Period”	Shall have the meaning ascribed to it in Section 3.2.
“First Renewal Term”	Shall be twenty (20) Lease Years beginning upon the expiration of the Initial Term.
“Hazardous Wastes”	Shall have the meaning ascribed to it in Section 20.1.

“Improvements”	Shall mean the Existing Improvements, as now existing or hereafter modified, the MOB now or hereafter existing on the Leased Land, and any other improvements constructed by or on behalf of Tenant on the Premises from time to time, including without limitation, parking facilities.
“Improvements Deed”	Shall have the meaning ascribed to it in Section 2.1.
“Initial Term”	Shall be the sixty (60) Lease Years commencing on the Rental Commencement Date.
“Landlord”	Economic Development Authority of the City of Richmond, Virginia, and its permitted assigns.
“Landlord Property”	Shall have the meaning ascribed to it in the Recitals of this Lease.
“Lease”	This Ground Lease, together with all of the exhibits hereto.
“Leased Land”	Shall have the meaning ascribed to it in the Recitals of this Lease.
“Lease Year”	Shall mean a period of twelve (12) consecutive full calendar months commencing on the first day of the calendar month immediately following the Rental Commencement Date throughout the Term; provided that the first Lease Year shall also include the period from the Rental Commencement Date to the first day of the following calendar month. Each succeeding Lease Year shall commence upon the first day of the first calendar month following the expiration of the prior Lease Year.
“Leasehold Estate”	Shall mean the Tenant’s leasehold estate in the Premises created by this Lease.
“MOB”	A medical office building containing a minimum of 75,000 gross square feet of space. ✓
“MOL”	Shall have the meaning ascribed to it in Section 23.1.

“Mortgage”	A leasehold mortgage, deed of trust or collateral assignment encumbering the Tenant’s Leasehold Estate or the leasehold estate of any Prime Subtenant.
“Mortgagee”	The beneficiary of a Mortgage.
“Offer Notice”	Shall have the meaning ascribed to it in Section 15.1.
“Permitted Uses”	Shall have the meaning ascribed to it in Section 8.
“Person”	Shall mean any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governmental entities or other entities.
“Personal Property”	Shall have the meaning ascribed to it in Section 9.1.
“Playground Equipment”	Shall mean the playground equipment located on the Leased Land as of the date of this Lease.
“Playground Relocation Area”	Shall have the meaning ascribed to it in Section 4.4.
“Playing Field Area”	Shall mean that portion of the Landlord Property that is described in <u>Exhibit D</u> attached hereto.
“Playing Field Maintenance Amount”	Shall have the meaning ascribed to it in Section 5.3.
“Premises”	The Leased Land, together with all of the easements and rights appurtenant thereto and all of the easements and rights benefitting the Tenant pursuant to the REA.
“Prime Subtenant”	A Subtenant designated by Tenant in writing as a “Prime Subtenant,” which writing shall be executed by Landlord and recorded in the Clerk’s Office.
“Proposed Conveyance”	Shall have the meaning ascribed to it in Section 15.

“REA”	That certain Reciprocal Operating and Easement Agreement of even date herewith between Landlord and Tenant, and recorded in the Clerk’s Office, as amended from time to time.
“Renewal Term(s)”	Shall mean the First Renewal Term and/or the Second Renewal Term, collectively, or individually, as the context may require.
“Rental Commencement Date”	Shall be the <u>earlier</u> of (i) September 1, 2015 or (ii) the date Tenant or another or a Prime Subtenant commences conducting business in the Improvements.
“Sale” or “Sell”	Shall have the meaning ascribed to it in Section 15.2.
“Second Renewal Term”	Shall be twenty (20) Lease Years beginning upon the expiration of the First Renewal Term.
“Subject Property”	Shall have the meaning ascribed to it in Section 15.
“Sublease”	A lease or other agreement providing a Subtenant with the right to occupy all or any portion of the Premises or Improvements.
“Subtenant”	Shall have the meaning ascribed to it in Section 13.2.
“Taxes”	Shall have the meaning ascribed to it in Section 7.1.
“Tenant’s Offer”	Shall have the meaning ascribed to it in Section 15.1.
“Term”	Shall refer to the Initial Term and, if properly exercised pursuant to this Lease, the First Renewal Term and the Second Renewal Term, collectively.
“Termination Notice”	Shall have the meaning ascribed to it in Section 14.2.1.
“Third Party Offer”	Shall have the meaning ascribed to it in Section 15.

“Toxic Substances”

Shall have the meaning ascribed to it in Section 20.1.

“Unavoidable Delays”

Shall mean a delay in the performance of a party's obligations under this Lease caused by the other party to this Lease, a Mortgagee, labor disputes or strikes, lockouts, riots, or warlike operations, acts of terrorism, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental moratoria, fire or other casualty, unforeseeable inability to obtain any material or services, weather, acts of God, unforeseen governmental restrictions, regulations and controls, or any other cause, similar in impact to the foregoing, not within the reasonable control of the party.

“Utilities and Services Fees”

Shall have the meaning ascribed to it in Section 7.3.

2. Deed of Lease for Term; Premises.

2.1 Grant. The Landlord, for and in consideration of the rents to be paid and of the covenants and agreements herein contained, hereby grants, leases and demises unto the Tenant, and the Tenant hereby leases and takes from the Landlord, the Premises for the Term and upon the conditions hereinafter set forth. In addition, simultaneously with the execution of this Lease, Landlord shall deliver to Tenant a special warranty deed generally in the form attached hereto as Exhibit C (the “Improvements Deed”) conveying all of Landlord's right, title and interest in the Existing Improvements to Tenant.

2.2 Premises. The Premises do not include the Playing Field Area, except to the extent that the REA grants easement rights therein to, or for the benefit of, Tenant.

2.3 Renewal Terms. Provided that no event of default exists following the applicable notice and cure period, including the payment of any amount due hereunder, this Lease shall automatically renew for two (2) additional Renewal Terms unless at least twenty-four (24) months prior to the end of the Initial Term, or the applicable Renewal Term, as the case may be, Tenant provides Landlord with written notice pursuant to the notice provisions of this Lease that Tenant has elected not to renew this Lease. If this Lease is not so terminated, this Lease shall renew upon the same terms and conditions as this Lease except that (a) no Playing Field Maintenance Amount as provided in Section 5.3 of this Lease shall apply, (b) on the first day of the first Lease Year of the First Renewal Term the Rent shall be adjusted to Fair Market Rent, and beginning on the first day of the eleventh (11th) Lease Year of the First Renewal Term and on the first day of each tenth (10th) Lease Year thereafter, the Annual Rent shall increase at the rate of twenty five percent (25%) of the Annual Rent for the immediately preceding Lease Year, and (c) unless otherwise agreed to in writing by Landlord and Tenant, the First Renewal Term of this Lease may only be extended by the Second Renewal Term, and during the Second

Renewal Term this Lease shall have no further renewals of the Term. Notwithstanding the foregoing automatic extension of the Term, Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days after Tenant receives written notice of the Fair Market Rent.

2.4. Fair Market Rent. Tenant shall have the right, in its sole discretion, to initiate the Fair Market Rent determination during the 51st Lease Year or at any time during the five (5) Lease Years prior to the expiration of the Initial Term. Tenant shall make such election at any time during such period by written notice to Landlord. Upon such election or, if Tenant has not made such election, at least twenty two (22) months prior to the commencement of the First Renewal Term, and in the event Landlord and Tenant are unable to agree on the fair market rental rate at least twenty two (22) months prior to the commencement of the first Renewal Term, each party shall appoint an experienced MAI commercial real estate appraiser familiar with the local market. The two appraisers shall afford each party a hearing and shall, within sixty (60) days after their appointment, make their determination in writing and give notice thereof to both parties. If the fair market rental rates so determined by the two appraisers differ by less than five percent (5%) from the average of the two appraisers' rental rates, such average shall be the fair market rental rate hereunder. If such difference is equal to or greater than five percent (5%) then, upon request of either party given, if at all, within ten (10) business days after the two appraisers provide the parties with written notice of their determination, the appraisers shall, within thirty (30) days after notice to do so select and appoint in writing a third appraiser and give written notice of such appointment to each of the parties. If the two appraisers fail to appoint a third appraiser or if they cannot agree on a third appraiser, within such thirty (30) day period, either party may apply to the Circuit Court for the City of Richmond, Virginia, in which the Premises are located, for the appointment of a third appraiser. The third appraiser so appointed shall have access to the first two appraisals and shall, within sixty (60) days after his appointment, make his or her determination in writing and give notice thereof to the parties. The appraisals shall be averaged to determine the fair market rent, which amount shall conclusively be deemed to be the fair market rent. However, if any appraisal is more than fifteen percent (15%) higher than the next highest appraisal or fifteen percent (15%) lower than the next lowest appraisal, such appraisal shall be disregarded. The average of the remaining appraisals shall be the fair market rental rate for the Premises (the "Fair Market Rent"). If there are two appraisers, the parties shall each pay the fees and expenses of the appraiser selected by each such party. One-half of the fees and expenses of the third appraiser shall be paid promptly by each party. Each appraisal shall be required to determine the Fair Market Rent based upon the terms and conditions of this Lease, including the Permitted Uses, and other relevant factors.

3. Tenant Feasibility Period and Conditions.

3.1 Zoning or Special Use Permit. Tenant shall have the right to terminate this Lease by written notice to Landlord if, on or before September 1, 2015, Tenant is unable, despite commercially reasonable efforts, to obtain a rezoning or a special use permit for the construction, development and use of the Premises for the MOB and other Improvements subject only to such proffered conditions or conditions as are commercially reasonable with respect to such construction, development and use.

3.2 Feasibility Period. Commencing on the date on which the Landlord delivers a fully executed original of this Lease to Tenant, the Tenant shall have from the date of delivery to and including March 1, 2015 (the "Feasibility Period") in which to conduct any and all studies surveys, tests, evaluations and investigations it may desire of the Landlord Property, the title thereto and the Tenant's intended development thereof. If any of the studies, surveys, tests, evaluations and investigations show adverse conditions that prevent the Premises from being used for construction and development of the MOB, then Tenant may elect to terminate this Lease upon written notice to Landlord provided such notice is sent to Landlord within fifteen (15) days after the expiration of the Feasibility Period. If Tenant fails to notify Landlord of its election to terminate within the fifteen (15) day period, these contingencies shall be deemed acceptable and satisfied. Should Tenant elect to terminate pursuant to this Section 3.2, thereafter the Parties shall have no further obligation to one another, except as otherwise provided in this Lease.

3.3 Right of Access. In connection with the studies and investigations to be performed by Tenant as permitted in this Section 3, Tenant and its representatives, agents, and employees shall have the right to take soil borings and other samples of the Landlord Property provided that such samples do not materially damage the Landlord Property and are approved by Landlord in advance, which approval shall not be unreasonably conditioned, withheld or delayed. Tenant shall indemnify and hold harmless Landlord for any acts of negligence by Tenant, its representatives, agents and employees that occur on the Landlord Property during inspection by Tenant, except to the extent caused by Landlord or its representatives, agents or employees. Landlord hereby grants to Tenant, and its representatives, agents, and employees access to the Landlord Property at reasonable times to permit the proper performance of such studies and investigation and the taking of such samples; provided that Tenant shall be responsible, at its sole expense, for (i) obtaining general liability insurance covering Tenant's activities at the Landlord Property in the amount of \$2 million per occurrence naming Landlord as additional insured prior to entering the Landlord Property; and (ii) to the extent practicable, returning the Landlord Property to its previous condition and repairing any damage to the Landlord Property caused as a result of taking such samples or the performance of such studies and investigations.

3.4 Notice of Termination. If Tenant elects to terminate this Lease pursuant to this Section 3, Tenant shall do so by providing Landlord with written notice of termination as provided herein.

4. Existing Improvements and Construction of the Improvements.

4.1 Landlord Approvals.

4.1.1. Plans and Specifications. Landlord agrees that Tenant shall at its own cost and expense, have the right to construct on the Premises the Improvements in accordance with plans and specifications approved by Landlord in accordance with this Section. Landlord and Tenant acknowledge that the design of the Improvements will be reviewed by the City of Richmond and various constituents in connection with the initial zoning amendment application or special use permit application submitted to the City of Richmond by or on behalf

of Tenant. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed and shall be limited to (a) the core and shell of the Improvements, and (b) confirming that the plans and specifications comply with applicable building codes and regulations. If Landlord determines that the plans and specifications violate building codes and regulations, Landlord shall notify Tenant in writing of such deficiencies in reasonable detail including specific codes or regulations that would be violated if the core and shell are constructed in accordance with the plans and specifications submitted by Tenant. Landlord may in its response also identify for Tenant other deficiencies or issues for Tenant's consideration and, if requested by Landlord in writing, appropriate representatives of Landlord and Tenant shall meet to review such deficiencies and issues, provided that Tenant shall not be required to modify the plans and specifications to address them. [In addition, Tenant shall not be required to modify the plans and specifications to the extent that Tenant intends to request relief from the codes or regulations cited by Landlord in its notice to Tenant pursuant to Tenant's rezoning applications or applications for special use permits, provided that such relief is actually granted. To the extent that Tenant agrees to modifications to the plans and specifications for the core and shell of the Improvements in connection with any zoning application or special use permit application submitted by or on behalf of Tenant, Landlord shall be deemed to have approved of such modifications.]

4.1.2. Landlord Review Process. Within ten (10) business days after Landlord's receipt of proposed drawings and specifications submitted by or on behalf of Tenant to the City for building permit approval for the Improvements, Landlord shall review and approve or disapprove such plans and specifications in accordance with Section 4.1.1. Any failure to timely respond shall be deemed to be Landlord's approval.

4.1.3. Contractor. Tenant and any Subtenant shall have the right to engage one or more developers and contractors of Tenant's choice, and such developers and contractors may perform such tasks or obligations prescribed to Tenant hereunder. Nothing herein shall be construed as releasing the Tenant from the performance of any tasks or obligations hereunder.

4.1.4. Construction. Construction of the Improvements shall be completed in a good and workmanlike manner substantially in accordance with the plans approved by Landlord in accordance with Section 4.1.1 or deemed approved in accordance with Section 4.1.2 and with all laws, statutes, orders, regulations and requirements of any governmental authority or department having jurisdiction free and clear of and from any and all mechanics', materialmen's and other liens, charges or claims of any kind against the Landlord Property and against the Landlord. The full payment of the entire cost of all charges therefor shall be the responsibility of Tenant.

4.1.5. Permits. Tenant shall be responsible for procuring all necessary permits for construction of the Improvements and shall deliver to Landlord promptly upon receipt a copy of all certificates of occupancy for any shell building.

4.1.6. Confirmation of No Liens. During the course of construction by or on behalf of Tenant, Tenant shall furnish to Landlord, within thirty (30) days after written

request, which request shall not be made more than once in any thirty (30) day period, a title insurance search or other evidence reasonably satisfactory to Landlord, confirming that there has not been filed with respect to the Landlord Property or any part thereof, or upon the Tenant's or any leasehold mortgagee's interest therein, any vendor's, mechanic's laborer's materialmen's or similar lien which has not been released of record in accordance with Section 4.5.

4.1.7. Landlord's Review. During the Term, Landlord may engage at its expense any architect, engineer or other representative to act on behalf of Landlord to make reviews and approvals of plans, to inspect construction, and to conduct other activities in connection with any development by Tenant on the Leased Land or otherwise contemplated by this Lease. Tenant shall reimburse to Landlord within thirty (30) days after written demand up to five thousand and No/100 Dollars (\$5,000.00) of the cost of Landlord's consultants' review of the plans for the initial Improvements. Landlord shall provide Tenant with reasonable prior written notice of any inspection of construction on the Premises. The inspector shall comply with all applicable safety rules provided by Tenant or any Subtenant and for construction sites generally and any inspection shall be performed at the risk of the inspector.

4.2 Landlord Cooperation.

4.2.1. Permits and Approvals. Landlord shall cooperate with Tenant in applying for and obtaining all approvals and permits necessary for the Improvements, including, without limitation, zoning and rezoning approvals, special use permits, special exceptions, variances, site plans, demolition permits, building permits, erosion and sediment control permits, wetlands delineations and permits. Landlord shall execute, at Tenant's request, such applications and agreements as Tenant reasonably determines are required to obtain such permits and approvals, provided, however, that Tenant shall be responsible for paying any permit and approval fees, and posting any surety required for such approvals and permits.

4.2.2. Easement Agreements. Tenant shall have the right to enter into agreements with utility companies and public utilities creating easements in favor of such companies and public utilities as may be required to service the Improvements; provided, however, that Landlord agrees to join in the grant of any such utility easements and to execute any and all documents, agreements and instruments in order to effectuate the same, at no expense to the Landlord. Landlord agrees to cause any Landlord encumbrances on the Premises to be subordinated to such easements, as may be required by any utility companies and public utilities.

4.3 Existing Improvements. Tenant shall endeavor to maintain the historic nature of the Leased Land located at 5800 Patterson Avenue by using commercially reasonable efforts to preserve the Existing Improvements or a portion thereof; provided, however, notwithstanding the foregoing, Tenant shall be permitted to develop and redevelop the Leased Land and the Existing Improvements in any manner consistent with the zoning and any special use permit applicable to the Leased Land from time to time.

4.4 Playground Equipment Relocation. Tenant shall, at no cost to Landlord, relocate and upgrade the Playground Equipment to a location and in a manner prescribed by Landlord (the "Playground Relocation Area"). Provided Landlord designates the Playground

Relocation Area on or before December 31, 2013, the Tenant shall complete the relocation and upgrade of the playground on or before February 28, 2014. Tenant shall not be required to invest in excess of \$40,000 in the aggregate toward the relocation and upgrade of the Playground Equipment.

4.5 Tenant's Mechanics' Liens. All liens filed against the Landlord Property arising out of work performed by or on behalf of Tenant shall be released or "bonded off" within thirty (30) days of notice of such to Tenant or, if agreed to by Landlord in its sole discretion, Tenant shall post with Landlord such security as Landlord may reasonably require until such liens are released of record.

5. Rent and Playing Field Maintenance Amount.

5.1 Payment; Confirmation of Rental Commencement Date. The Tenant covenants and agrees to pay to the Landlord, at the address designated for the Landlord as set forth in this Lease, or to such other person or entity or to such other address as the Landlord may designate by written notice to the Tenant, in lawful money of the United States of America, the Annual Rent, in advance. During the Renewal Terms, Tenant may elect to pay the Annual Rent in monthly installments. After the Rental Commencement Date has been determined, and upon the demand of either the Landlord or the Tenant, the parties hereto will execute a written declaration in recordable form expressing the specific Rental Commencement Date.

5.2 Annual Rent Amount. The annual rent for each Lease Year during the Initial Term following the Rental Commencement Date shall be Five Thousand and No/100 Dollars (\$5,000.00) ("Annual Rent"). Annual Rent during the Renewal Terms shall be calculated in accordance with Section 2.3.

5.3 Playing Field Maintenance Amount. Tenant shall pay Landlord annually during the Initial Term the amount of Twenty Eight Thousand and No/100 Dollars (\$28,000.00) ("Playing Field Maintenance Amount") for the cost of maintaining the Playing Field Area as a ball field or other recreational purposes.

5.4 Initial Payment. Upon execution of this Lease, Tenant shall pay to Landlord the amount of Thirty Three Thousand and No/100 Dollars (\$33,000.00), which may be cash or in the form of a letter of credit and which will be credited to the first Annual Rent payment and the first Playing Field Maintenance Amount.

6. Mortgages of Leasehold Interest. Tenant and any Prime Subtenant may, at any time and from time to time during the Term, but without any obligation to do so, mortgage or otherwise pledge Tenant's Leasehold Estate or the Prime Subtenant's leasehold estate. Every Mortgage shall be subject and subordinate to Landlord's rights hereunder and its ownership of the fee simple title to the Premises, provided, however, that Landlord further agrees to subordinate only its lien rights provided in Chapter 13 of Title 55 of the Code of Virginia and Chapter 3 of Title 43 of the Code of Virginia to the lien of any Mortgage. Nothing contained in this Lease shall be construed as Landlord's agreement to encumber its reversionary interest or

fee interest in the Premises to any mortgage or lien. So long as any such Mortgage remains unsatisfied of record, the following provisions shall apply:

6.1 General. Mortgagee shall have the right: (a) to do any act or thing required of Tenant hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Tenant's rights hereunder, as if done by the Tenant, including, without limitation, exercise any right of first refusal and/or option to extend the Term of this Lease; and (b) to exercise its remedies pursuant to the Mortgage wherein it holds a security interest in Tenant's Leasehold Estate in the Premises and fee interest in the Improvements or any Prime Subtenant's leasehold interest and fee interest in any Improvements; and, to transfer, convey, and assign any such interests to any purchaser at any foreclosure sale, trustee's sale, or other sale held pursuant to the Mortgage, and to acquire and succeed to the interest of Tenant hereunder or any Prime Subtenant's interest by virtue of any such sale, without the consent of Landlord, and, if Mortgagee is the successful bidder at such sale held pursuant to the Mortgage, then Mortgagee may further assign or transfer such interests without the prior written consent of Landlord; and (c) to accept an assignment in lieu of foreclosure under such Mortgage without the consent of Landlord and to further assign this Lease and any Prime Subtenant's interests without the prior written consent of Landlord.

6.2 Notice of Default. Landlord, upon serving on Tenant any notice of default under the provisions of or with respect to this Lease, shall also serve a copy of the notice upon each Mortgagee and Prime Subtenant at the address provided to Landlord by such Mortgagee and Prime Subtenant. No notice by Landlord to Tenant hereunder shall be deemed to have been duly given unless and until a copy thereof has been so served on such Mortgagee and Prime Subtenant. The written notice shall describe the default in reasonable detail. Such notice shall be given to each Mortgagee and Prime Subtenant either (a) personally delivered to the person designated to Landlord by the Mortgagee and Prime Subtenant to receive such notice, or in the event no such designation is made and the Mortgagee and Prime Subtenant is a corporation, to a corporate officer of the Mortgagee and Prime Subtenant, or (b) shall be given by depositing such notice in the United States mails, certified or registered mail, postage prepaid, addressed to the Mortgagee and Prime Subtenant at the address so designated to Landlord by the Mortgagee and Prime Subtenant, which notice if mailed shall be deemed complete seventy-two (72) hours after the same is deposited in the United States mails.

6.3 Cure by Mortgagee. Should Tenant fail to cure a default by Tenant hereunder within the applicable time frames provided herein, then, upon such failure to cure, Landlord shall so notify each Mortgagee and Prime Subtenant of such failure and such Mortgagee and Prime Subtenant shall have the right to cure such default as provided in this Section 6.3. Any Mortgagee or Prime Subtenant, if Tenant is in default hereunder, may, within the period and otherwise as herein provided, remedy such default or cause it to be remedied. Landlord shall accept such performance by or at the instance of such Mortgagee or Prime Subtenant as if it had been made by Tenant. Landlord shall not be entitled to exercise any of its rights or pursue any of its remedies which arise by reason of such default (except for the right to pursue money judgments against Tenant and the right to pursue and obtain applicable injunction relief, all of which Landlord may pursue), until the events described in the remainder of this Section 6.3 have occurred:

6.3.1 Right to Cure Default. Mortgagee and Prime Subtenant shall have failed to cure any default described in such notice that can be cured by the payment of money within thirty (30) days after such notice is given to the Mortgagee and Prime Subtenant pursuant to Section 6.3; or if the default so described is in the performance of any other covenant or condition of this Lease which cannot be cured by the payment of money, then the Mortgagee or Prime Subtenant shall have failed to cure such default within forty-five (45) days after such notice is given; provided, however that if such cure requires Mortgagee's or Prime Subtenant's entry upon the Premises or the Improvements and Mortgagee and Prime Subtenant are prevented by either Landlord or Tenant from entering upon the Premises or Improvements, then Mortgagee and Prime Subtenant shall have sixty (60) days from the date Mortgagee or Prime Subtenant is permitted free and unrestricted entry upon the Premises or the Improvements within which to cure such default; and further provided, however, that if the default is of such a nature that it cannot reasonably be cured within such forty-five (45) day period, then Mortgagee and Prime Subtenant shall have such additional time as is reasonably necessary to cure such default, provided that Mortgagee or Prime Subtenant has commenced the curing of such default within such forty-five (45) day period, and thereafter has proceeded diligently to cure the same. Landlord agrees that Mortgagee and Prime Subtenant may enter upon the Premises and the Improvements to cure any default of Tenant hereunder at all times, and that Landlord shall not in any way obstruct or limit Mortgagee's or Prime Subtenant's right of entry upon the Premises or the Improvements. Nothing contained herein shall in any manner obligate Mortgagee or Prime Subtenant to cure any default of Tenant.

6.3.2. Forbearance of Landlord. Anything herein contained to the contrary notwithstanding, upon the occurrence of an Event of Default by Tenant hereunder, Landlord shall take no action to exercise any remedy it may have against Tenant, without first giving to each Mortgagee written notice thereof and a reasonable time thereafter within which either (i) to obtain possession of the mortgaged property (including possession by a receiver) or (ii) to institute, prosecute and complete foreclosure proceedings or otherwise acquire Tenant's Leasehold Estate or the interests of the Prime Subtenant, as applicable. A Mortgagee, upon obtaining possession or acquiring Tenant's Leasehold Estate or the interests of the Prime Subtenant, shall promptly cure all defaults by Tenant hereunder that are then reasonably susceptible of being cured by it (which shall be deemed to include all defaults by Tenant hereunder that are curable by the payment of money), provided, however, such Mortgagee shall not be obligated to continue possession or foreclosure proceedings after the defaults by Tenant hereunder have been cured. Any default or Event of Default of Tenant hereunder that is not reasonably susceptible of being cured by a Mortgagee shall be deemed to have been waived by Landlord upon completion of the foreclosure proceedings or upon such Mortgagee's acquisition of Tenant's Leasehold Estate or the Prime Subtenant's interests; provided, however, that any default or Event of Default by Tenant hereunder that is reasonably susceptible of being cured after such completion or acquisition shall then be cured with reasonable diligence.

6.4 Right to a New Lease.

6.4.1. Notice of Termination of Lease. If this Lease terminates before its Term expires for any reason (other than pursuant to Section 12 (Condemnation) or Section 10

(Insurance; Damage or Destruction), Landlord shall serve upon each Mortgagee written notice of such termination, together with a statement of all sums which would at that time be due under this Lease but for the termination, and of all other defaults by Tenant hereunder then known to Landlord. A Mortgagee may then obtain a new lease and a bill of sale for all personal property and fixtures in the Improvements previously owned by Tenant and if then owned by Landlord arising out of such termination, all in accordance with and upon the following terms and conditions. Upon the written request of a Mortgagee, given by such Mortgagee to Landlord within thirty (30) days after service of notice that this Lease has been terminated, Landlord shall enter into a new lease of the Premises and the Improvements with such Mortgagee, such Mortgagee's successor by merger, or a designee of such Mortgagee that is an entity wholly owned by such Mortgagee.

6.4.2. New Lease Terms. A new lease of the Premises and the Improvements executed pursuant to this Section 6.4 shall be: (a) entered into at the reasonable cost of the new tenant thereunder, (b) effective as of the date of termination of this Lease, (c) for the remainder of the Term together with any then remaining Renewal Terms not then included in the Term, (d) upon all the agreements, terms, covenants and conditions hereof (including the reversion of all Improvements upon expiration or earlier termination of such new lease to Landlord), and (e) executed within fourteen (14) business days after the same has been tendered by Landlord to such new tenant. The new lease shall require the tenant thereunder to perform all of Tenant's unfulfilled obligations under this Lease that are reasonably susceptible of being performed by such new tenant. Upon execution of the new lease, such new tenant shall pay all sums that would then be due under this Lease but for the termination hereof. Subject to the preceding sentence, upon execution of the new lease, Landlord shall refund or credit to such new tenant, and such new tenant shall be entitled to, an amount equal to the net income derived by Landlord from the Premises and the Improvements during the period from the date of termination of this Lease to the date of execution of such new lease.

6.4.3. Assignment of Subleases. Effective upon the commencement of the term of any new lease executed under Section 6.4.2, all existing Subleases shall be assigned and transferred without recourse by Landlord to the tenant under such new lease. All moneys on deposit with Landlord which Tenant would have been entitled to use but for the termination of this Lease may be used by such tenant under the new lease for the purposes of and in accordance with its provisions.

6.4.4. Multiple Mortgagees. If at the time that this Lease is terminated by Landlord there is more than one (1) Mortgagee holding a valid mortgage on Tenant's Leasehold Estate in the Premises, Landlord shall be obligated to enter into only one (1) new lease under this Section 6.4 with the Mortgagee holding the Mortgage with the first and highest priority secured lien on Tenant's Leasehold Estate in the Premises.

6.5 Notices. Any notice or other communication which Landlord shall desire or is required to give to or serve upon a Mortgagee with respect to this Lease shall be given in accordance with Section 18 and addressed to such Mortgagee at its address as set forth in the records of Landlord, or at any other address that such Mortgagee designates by written notice given to Landlord. Any notice or other communication which a Mortgagee or a Prime Subtenant

shall desire or is required to give to or serve upon Landlord affecting this Lease shall be in writing and given in accordance with Section 18.

6.6 Prior Consent. No agreement between Landlord and Tenant modifying, canceling, terminating or surrendering this Lease shall be effective or binding on a Mortgagee or Prime Subtenant without such Mortgagee's or Prime Subtenant's prior written consent.

6.7 Nonmerger. No union of the interests of Landlord and Tenant herein shall result in a merger of this Lease with the fee interest in the Premises; provided, however, that a merger may take place only upon the written agreement of the Person acquiring all such interests and the mortgagee(s) of each such interest (including each Mortgagee), which agreement shall be recorded in the Clerk's Office.

6.8 Mortgagee's Liability Hereunder. No Mortgagee shall be liable to Landlord as an assignee of Tenant, unless, and until such time as, such Mortgagee shall have acquired the Tenant's Leasehold Estate through foreclosure or other appropriate proceedings in the nature thereof, or by assignment in lieu of foreclosure, or as a result of any other action or remedy provided for by the Mortgagee's Mortgage, or which may otherwise be provided by law. Any Mortgagee which so acquires Tenant's Leasehold Estate shall be entitled to assign the same and from and after the date of such assignee's written assumption of Tenant's obligations hereunder, Mortgagee shall thenceforth be relieved of all liability under this Lease.

6.9 Implementation of Mortgagee Protection Provisions. Landlord and Tenant shall cooperate to include in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Mortgagee for the purpose of implementing the "lender protection" provisions contained in this Lease and allowing such Mortgagee reasonable means to protect or preserve such Mortgagee's lien and security interest in Tenant's Leasehold Estate or Prime Subtenant's Leasehold Estate on the occurrence of a default under the terms of this Lease. Landlord and Tenant shall execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the Term or the Annual Rent under this Lease, and that Landlord shall not be obligated to encumber its reversionary interest or fee interest in the Premises (i.e., "subordinate the fee"), execute any document creating personal liability on the part of Landlord, or otherwise subject Landlord or Landlord's fee interest in the Premises to liability whatsoever for such loan. Notwithstanding the foregoing, Landlord and/or its lender shall be required to execute any reasonable subordination and non-disturbance agreement requested by any Mortgagee to ensure that Mortgagee's interest in the leasehold interest in the Premises shall not be disturbed by any of Landlord's lenders on the Landlord's Property (if any) in the event of a foreclosure action.

6.10 Landlord Review of Loan Documents. Landlord shall have the right to approve the loan documents securing any Mortgage for the purpose of confirming that such loan documents do not encumber Landlord's fee title to the Landlord Property. Within ten (10) days following receipt of the loan documents, Landlord shall notify Tenant of any objection to the loan documents, identifying the provisions that purport to encumber Landlord's fee title to the Landlord Property.

6.11 Reimbursement of Attorney's Fees and Costs. Tenant shall reimburse Landlord for its reasonable attorney's fees and costs in complying with Sections 6.1 to 6.10 including those incurred by any attorney employed by Landlord or by The City of Richmond; provided, however, that the legal fees and costs incurred pursuant to Section 6.10 shall not exceed \$2,500.

6.12 Designation of Prime Subtenant. Tenant shall provide Landlord with a written instrument in recordable form designating any Prime Subtenant. Landlord shall execute and return such written instrument to Tenant within thirty (30) days of receipt of such written instrument.

7. Taxes, Utilities, Services and Assessments.

7.1 Obligation to Pay Taxes. The Tenant shall during the Term pay (i) all real estate taxes assessed against and with respect to its interest in the Premises and any improvements thereon, and any fees or charges in lieu thereof pursuant to Section 7.6, and (ii) all taxes, charges, and levies assessed against the Improvements and Tenant's Personal Property and any fees or charges in lieu thereof pursuant to Section 7.6 (items (i) and (ii) collectively, the "Taxes"). Tenant agrees to forward to Landlord a copy of all notices of Taxes and Assessments within ten (10) days of the receipt of such by Tenant. If the Premises are not separately assessed and are instead assessed as part of a larger parcel, Landlord shall fairly and equitably allocate to the Premises an assessed value consistent with the City of Richmond's assessment method for substantially equivalent land and buildings. Landlord shall apply to the City of Richmond to separately assess the Premises and the Playing Field Area.

7.2 Right to Contest. Tenant shall have the right to contest the amount or validity of any Taxes or payments in-lieu of Taxes (as provided in Section 7.6 below) by appropriate legal proceedings, in the name of Landlord if required by applicable law, provided that (i) Tenant shall first make all such contested payments, under protest, on or before the date on which such Taxes or payments in-lieu of any of the foregoing become due and payable, (ii) all expenses incurred in connection with such proceedings shall be paid by Tenant, and (iii) Tenant diligently conducts such proceedings in good faith so as to reach a final conclusion as expeditiously as possible.

7.3 Utilities and Services Fees. Except as may be otherwise provided in the REA, from and after the date of this Lease, the Tenant shall procure for its own account, all utilities and services required in connection with its occupancy and use of the Premises, including, without limitation, all water, sewer, fuel, gas, heat, light, power, telephone, communications, janitorial, and trash removal services and shall pay directly to the service provider all user fees, tap fees and connection fees for such utilities and services (collectively "Utilities and Services Fees"). Landlord shall not be liable to Tenant for any cessation of any utility services unless caused by Landlord's gross negligence or gross misconduct.

7.4 Assessments. Except as may be otherwise provided in the REA, during the Term, the Tenant agrees to pay directly to the appropriate payee all governmental charges,

general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever including, but not limited to, assessments for sewer, water, drainage, road and any other public improvements and any other improvements or benefits which shall during the Term be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon, the Premises or the improvements thereon (collectively "Assessments").

7.5 Payment. Subject to Tenant's right to contest, Tenant shall pay all Taxes, Utilities and Services Fees, and Assessments as the same may become due and payable and before any lien, fine, penalty, interest, or other charge may be added for nonpayment. The Landlord agrees to send to the Tenant promptly (to allow Tenant sufficient time to pay and/or consider contesting any tax or assessment in a timely manner) copies of any tax bills and notices received by Landlord from the taxing or other authority for any such Taxes or Assessments. The Landlord shall request that the appropriate taxing or other authority send future notices, bills, statements, and assessments for any Taxes or Assessments attributable to the Tenant directly to the Tenant at the address fixed for notices in Section 18 herof. Landlord shall have no further obligation to Tenant if the appropriate taxing or other authority fails to comply with Landlord's request, and Tenant shall remain liable for payment of all such Taxes, Utilities and Service Fees, and Assessments as provided herein.

7.6 In-Lieu Payments. If for any reason Tenant or the Premises are not subject to real estate taxation or business personal property taxation arising from Tenant's tenancy or activities at or upon the Premises, Tenant shall pay to the City of Richmond annually an amount equal to the real estate taxes and business personal property taxes that would be required to be paid if Tenant were subject to such taxation. Tenant acknowledges that neither it nor any Subtenant shall be entitled to exemptions from real estate taxes for the Premises or any business personal property taxes for any business personal property located upon the Premises, and Tenant agrees that it shall endeavor to disclose this provision in its leases with Subtenants but Tenant shall have no responsibility for the collection or payment of any such taxes by any Subtenant. For the purposes of this Section 7.6 only, the parties acknowledge that the City of Richmond shall be deemed a third party beneficiary.

8. Use and Occupancy. The Premises may be used for (a) medical offices, hospital and clinical services, medical education, medically related administrative offices, and related restaurant and retail services (collectively, "Medical Uses"), (b) general office subject to the provisions of this Section 8, and (c) any other retail and residential purposes permitted by the zoning applicable to the Premises from time to time, including, without limitation, any special use permit and any other applicable laws, rules or regulations, provided that the Improvements contain at least 75,000 gross square feet of space used for Medical Uses at the time that a site plan for such other uses is submitted to the City of Richmond (the "Permitted Uses"). Notwithstanding the foregoing, 80% of the occupied space of the Improvements must be used for Medical Uses during the first ten (10) Lease Years. Thereafter, if the Tenant is unable to lease vacant space for Medical Uses after using commercially reasonable efforts for six (6) months to lease such vacant space, then such vacant space in the Improvements may be used for any other lawful use subject to Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. In addition, if Bon Secours - St. Mary's Hospital ceases to operate as a full service hospital for more than six (6) months, and Tenant is unable to, following

commercially reasonable efforts, lease space in the Improvements that is vacant or scheduled to become vacant within one (1) year following cessation of operation of the hospital, then Tenant may use the Premises for any uses permitted by the zoning applicable to the Property from time to time, including, without limitation, any special use permit.

9. Alterations and Improvements; Maintenance and Repairs.

9.1 Title to Improvements. Subject to the terms of Section 9.2, the Existing Improvements, and any improvements owned by the Tenant and incorporated into the Premises, including but not limited to the MOB, shall become the property of the Landlord at the end of the Term or earlier termination of this Lease. Upon the termination or expiration of this Lease, the Tenant shall peaceably deliver the improvements on the Premises owned by it to the Landlord. Until the termination of this Lease, title to any improvements, fixtures, or personal property located on the Premises, and any alterations, changes, or additions thereto, shall remain the sole and exclusive property of the Tenant. Anything contained herein to the contrary notwithstanding, upon the termination of this Lease, Tenant shall remove all trade fixtures, inventory, and personal property of the Tenant (collectively "Personal Property") unless otherwise agreed to in writing by Landlord.

9.2 Compliance with Regulations. Tenant shall be responsible for complying with all building, zoning, and all other governmental regulations, rules, laws, and ordinances now in effect or which may be promulgated during the Term by any municipal, state, or federal authority with respect to the Premises and the Improvements. Upon request of Tenant, the Landlord shall, without cost to the Landlord, promptly execute any instruments that the Tenant may reasonably require to enable it to (i) comply with all building, zoning, and all other governmental regulations, rules, laws, and ordinances now in effect or which may be promulgated during the Term by any municipal, state, or federal authority with respect to the Premises and any improvements now or hereafter located thereon, and (ii) effectively exercise the rights and privileges granted or reserved by the Tenant, its successors or assigns, under the provisions of this Lease including, without limitation, applications for building permits, demolition permits, special use permits, zoning and proffer amendments, and variances. Notwithstanding the foregoing, if Tenant is required to make any capital improvements or capital repairs to the Improvements (but excluding any improvements, repairs or restoration from casualty damage or condemnation for which Tenant receives insurance proceeds or a condemnation award or non-structural improvements to individual Subtenant spaces) pursuant to the terms of this Section 9.2 at any time within the last ten (10) years of the Term, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event Tenant shall have no obligation to make any required capital improvements or repairs and the parties shall have no further obligations hereunder. For purposes of the preceding sentence, "required" means any replacement, repair or alterations made to comply with applicable building, zoning, and all other governmental regulations, rules, statutes, laws, codes and ordinances.

9.3 No Maintenance Responsibility for Landlord. Landlord shall have no responsibility for any maintenance or replacements to the Improvements or the Premises during the Term except for any repairs, maintenance or replacements to the Improvements arising out of the gross negligence or willful misconduct of Landlord, its employees or agents.

10. **Insurance; Damage or Destruction.**

10.1 **Liability.** From and after the date of this Lease until the expiration or termination of this Lease, the Tenant shall, at its expense, insure the Premises, improvements, and business activities conducted thereon under a commercial general liability insurance policy or policies with minimum limits as the Landlord may reasonably, from time to time, require. Limits of \$2,000,000.00 for injury to person (including death) and \$2,000,000.00 for property damage in the aggregate are deemed reasonable as of the date hereof. Such policy or policies shall name the Landlord as an additional insured as its interest may appear. During the Term, Landlord may require Tenant to increase the limit of the insurance coverage required above, provided such is requested by Landlord in writing to Tenant and such modified or amended insurance coverage is standard in the community for similar facilities and is generally available in the community for like facilities at commercially reasonable rates, and Tenant shall have thirty (30) days to provide to Landlord such modified or amended insurance coverage in full force and effect. For so long as Tenant is Bon Secours – St. Mary's Hospital of Richmond, Inc., or any Affiliate thereof, the policy to be maintained by Tenant may be written on a claims made basis (with coverage for prior acts), and may be provided by Bon Secours Assurance Company, Ltd., an Affiliate of Tenant which need not be licensed to do business in Virginia. If the Tenant is not Bon Secours – St. Mary's Hospital of Richmond, Inc., or an Affiliate thereof, then such liability insurance shall be written on an occurrence basis with an insurance carrier rated A- or better by Best's Insurance Reports and licensed to conduct business in Virginia.

10.2 **Fire and Extended Coverage.** From and after the date of this Lease until the expiration or termination of this Lease, the Tenant shall maintain or cause to be maintained in force, at its expense, insurance against loss or damage by fire and other hazards within the meaning of "Extended Coverage" with respect to any Improvements (including Builders' Risk insurance during construction of improvements) in an amount that will provide for payment of 100% of the replacement cost of such improvements (exclusive of foundations) in case of total loss. Such insurance policy shall name the Landlord as an additional insured as its interest may appear. Landlord agrees to subordinate its interest in all proceeds derived from such policies to that of Tenant's Mortgagee. Unless Tenant terminates this Lease pursuant to Section 10.4, Tenant shall restore the Premises to the extent that Tenant receives insurance proceeds to fund such restoration, and subject to changes required by applicable ordinances, building codes and regulations. If Tenant desires to restore the Premises other than to the condition that existed prior to such damage, Tenant's plans and specifications for the restoration shall be subject to Landlord's prior review approval in accordance with section 4.1.1.

10.3 **Certificates of Insurance and Subrogation.** The Tenant shall furnish the Landlord with a certificate of any insurance and any endorsements thereto required by this Lease upon the execution of this Lease, and thereafter within thirty (30) days prior to the expiration of such policies. If reasonably obtainable, each policy shall provide for at least thirty (30) days' prior written notice to the Landlord of any change or cancellation of such policies. In addition, Tenant shall provide Landlord with at least twenty five (25) days' written notice (or as much notice is as reasonably practicable) of termination of any policy that Tenant knows will not be

replaced by another substantially equivalent policy. Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Landlord.

10.4 Damage or Destruction. If the MOB or other Improvements are damaged or destroyed by fire or other casualty, then Tenant shall have the option, exercisable by written notice to Landlord, to terminate this Lease in writing. If Tenant terminates this Lease, (a) neither party to this Lease shall have any further liability under this Lease except for provisions that survive the termination of this Lease, (b) Tenant shall demolish the damaged Improvements, remove the debris, grade and reseed the portion of the Premises where such damaged Improvement were located unless Landlord notifies Tenant in writing within fifteen (15) days after Tenant provides its notice of termination that such demolition is not required, and (c) the insurance proceeds shall be applied first to any outstanding Mortgage, then to the cost of the demolition work described in (b) above and the remainder of the proceeds shall belong to Tenant unless such termination occurs in the 81st Lease Year or thereafter, in which event Tenant shall be entitled to retain that portion of the excess insurance proceeds equal to a fraction the numerator of which is the number of Lease Years remaining in the Term as of the date such termination notice is given and the denominator is 20. For example, if Tenant terminates this Lease in the 82nd Lease Year pursuant to this Section 10.4, Tenant shall be entitled to retain 18/20ths of the excess insurance proceeds. The remaining insurance proceeds shall be paid to Landlord. The provisions of this Section 10.4 shall survive the termination of this Lease.

Should Tenant elect to repair the Improvements such restoration shall be performed subject to the following conditions and such further conditions as may be imposed by Tenant's Mortgagee:

(1) All insurance proceeds received by Tenant shall be held by Tenant or Mortgagee in trust and used exclusively by Tenant to fully repair or replace the improvements and thereafter to be retained by Tenant for its own account.

(2) Tenant shall take all steps, including application for all permits and licenses necessary to effectuate such repairs, and promptly after obtaining such permits, Tenant shall commence and diligently proceed with the repairs and complete the same within a reasonable period of time.

(3) All shall be done in compliance with all applicable laws, ordinances, regulations, orders, and requirements of all governmental authorities.

(4) Landlord agrees to cooperate with Tenant in complying with and performing the foregoing at no cost to Landlord.

(5) Any repair to the core and shell of the Improvements shall be subject to approval by Landlord, to the extent and in accordance with the provisions of Section 4.1.1, which approval shall not be unreasonably withheld, conditioned or delayed, provided that if the repairs restore the Premises to substantially the condition shown in plans previously approved by Landlord, no further approval shall be required.

11. Indemnity and Release.

11.1 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, agents and employees from and against any and all losses, claims, liabilities, damages, penalties, judgments, causes of action, proceedings, suits, costs and expenses, real or alleged, including, but not limited to, fees and costs of attorneys and other professionals and accountants, court costs and other costs of litigation, arising out of, in connection with or in any way related to any injury or death to person or property sustained by anyone in and about the Premises to the extent resulting from, arising out of or in connection with Tenant's use or occupancy of the Premises, the acts or omissions of Tenant or its officers, directors, agents, employees, contractors, subcontractors, Subtenants, concessionaires, licensees, invitees, volunteers, successors or assigns, or with any default by Tenant under this Lease; provided, however, that Tenant shall have no obligation to indemnify Landlord against the gross negligence or willful misconduct of Landlord or its officers, directors, agents, employees, contractors, subcontractors, licensees, invitees, successors or assigns.

11.2 Release. Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons at any time on the Premises, including, but not limited to, any damage or injury to Tenant or to any of Tenant's officers, directors, agents, servants, employees, contractors, subcontractors, customers, licensees, invitees, concessionaires, Subtenants, volunteers, successors or assigns, and Tenant hereby releases Landlord from the same, except to the extent caused by Landlord or its officers, directors, agents, employees, contractors, subcontractors, licensees, invitees, successors or assigns.

12. Condemnation.

12.1 Condemnation of Fee Interest. Tenant shall be entitled to all condemnation awards for any taking under the power of eminent domain or purchase in lieu thereof of its leasehold interest in the Premises granted hereunder and the Landlord shall be entitled to all such awards for any such taking of its fee simple interest in the Premises. If any portion of the Premises (or if vehicular access to and from the Premises afforded by the public rights of way serving the Premises commonly known as Patterson Avenue or Libbie Avenue) is taken such that the Tenant's use of the Premises is or will be materially impaired, the Tenant shall have the right to terminate this Lease by written notice to Landlord. If fee simple title to a portion of the Premises is taken and this Lease is not terminated, the Annual Rent shall be reduced equitably and Landlord and Tenant shall use good faith efforts to determine such reduction.

12.2 Condemnation of Improvements. Notwithstanding the foregoing or anything contained in this Lease to the contrary, if the MOB or any other portion of the Improvements is condemned, taken under the power of eminent domain or purchased in lieu thereof, such that Tenant's use of the Premises is or will be materially impaired, Tenant shall have the option to terminate this Lease, which right shall be exercised by Tenant by written notice to Landlord. If Tenant terminates this Lease, (a) neither party to this Lease shall have any further liability under this Lease except for provisions that survive the termination of this Lease, (b) Tenant shall demolish any Improvements that were damaged but not taken, remove the

debris, grade and reseed the portion of the Premises where such damaged Improvements were located unless Landlord notifies Tenant in writing within fifteen (15) days after Tenant provides its notice of termination that such demolition is not required, and (c) the condemnation proceeds applicable to the Improvements shall be applied first to any outstanding Mortgage, then to the cost of the demolition work described in (b) above, as applicable, and the remainder of the proceeds shall belong to Tenant unless such termination occurs in the 81st Lease Year or thereafter, in which event Tenant shall be entitled to retain that portion of the excess condemnation proceeds equal to a fraction the numerator of which is the number of Lease Years remaining in the Term and the denominator is 20. For example, if Tenant terminates this Lease in the 82nd Lease Year pursuant to this Section 12.1, Tenant shall be entitled to retain 18/20ths of such excess proceeds. The remaining proceeds shall be paid to Landlord. Landlord agrees to subordinate its interest in all condemnation awards or proceeds with respect to the MOB and other Improvements to the interest of the Mortgagee. If this Lease is not so terminated, and provided that the Mortgagee allows Tenant to use the condemnation award or proceeds to restore the MOB and other Improvements, Tenant may restore the MOB and other Improvements to the extent practicable and shall be entitled to receive all of the condemnation proceeds derived from such taking. The provisions of this Section 12.2 shall survive the termination of this Lease.

12.2.1. Restoration Procedure. Should Tenant elect to restore the MOB and other Improvements, as provided above, such restoration shall be performed subject to the following conditions and such further conditions as may be imposed by Tenant's Mortgagee:

(1) All proceeds received by condemnation or deed in lieu thereof shall be held by Tenant or Mortgagee in trust and used exclusively by Tenant to restore the MOB and Improvements as fully as practical and thereafter to be retained by Tenant for its own account.

(2) Tenant shall take all steps, including application for all permits and licenses necessary to effectuate such repairs, and promptly after obtaining such permits, Tenant shall commence and diligently proceed with the repairs and complete the same within a reasonable period of time.

(3) All work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, orders, and requirements of all governmental authorities.

13. Subletting and Assignment to Landlord.

13.1 Assignment. Tenant may assign this Lease to (i) an Affiliate of Tenant or Reynolds Development, LLC or an Affiliate of Reynolds Development, LLC at any time without the prior approval of Landlord, (ii) any corporation, partnership, limited liability company or other business organization resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee is a bona fide entity and assumes the obligations of Tenant, and as long as Tenant continues to be responsible and liable for all of the obligations of Tenant under this Lease, and (iii) to or for the benefit of a Mortgagee pursuant to a

Mortgage as collateral for a loan the proceeds of which will be used primarily for the Premises and the Improvements and operations of the same, and refinancing of such loans from time to time. Tenant shall provide Landlord with written notice of such assignment. All other assignments of this Lease by Tenant shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Without limiting the number or type of acceptable assignees, the Landlord acknowledges and agrees that a national or regional real estate investment company, fund or trust that is experienced in owning and/or managing office buildings shall be deemed acceptable assignees. Landlord shall respond in writing to Tenant, approving or rejecting a proposed assignee, within fifteen (15) days after Tenant's notice of its intended assignment is delivered to Landlord, which notice shall include the name of the intended assignee, and the assignee's current financial information. If Landlord fails to respond to Tenant's notice within fifteen (15) days after delivery of the notice to Landlord, Landlord shall be deemed to have approved the assignment of this Lease to the proposed assignee. Following assignment of this Lease, Tenant shall provide Landlord with a copy of the document by which this Lease is assigned. Thereafter, Tenant shall be released from all terms, conditions and obligations under this Lease arising from and after the date of such assignment, and Landlord shall thereafter look solely to the assignee for all obligations and responsibilities of the Tenant hereunder.

13.2 Subletting. The Tenant shall have the right to sublet to any Persons all or a portion of the Premises and the Improvements now or hereafter existing thereon ("Subtenants") subject to the terms, provisions and covenants of this Lease and such additional terms, provisions and covenants agreed to by Tenant and Subtenants, at any time without prior approval of Landlord. No Sublease shall be construed to or result in the release of Tenant or any guarantor of this Lease.

13.3 Existing Subleases and Assignment to Landlord. Landlord covenants that, upon a termination of this Lease for any reason, Landlord shall not terminate any Sublease, license or similar arrangement then in effect for use or possession of the Premises or any portion thereof provided to such sublessees, licensees or similar users of the Premises or any portion thereof other than in accordance with the terms of their respective Subleases, licenses or other similar arrangement.

14. Default of Tenant or Landlord.

14.1 Events of Default.

14.1.1 Tenant Defaults. The following shall constitute events of default by Tenant hereunder (each a "Tenant Default"): (a) the failure by the Tenant to pay when due any monthly installment of Annual Rent which failure is not cured within (i) ten (10) days if the Tenant is not a Mortgagee, or (ii) thirty (30) days if the Tenant is a Mortgagee, following written notice thereof given by the Landlord to the Tenant; (b) the failure of the Tenant to promptly observe or perform any other term, covenant, condition, agreement, or obligation of the Tenant contained in this Lease and not specifically addressed in this Section 14.1.1, after written notice of such default is given to Tenant as provided herein and Tenant fails to cure such default within thirty (30) days following written notice thereof is given to the Tenant or if such default is not

susceptible of cure within such thirty (30) days, Tenant commences such cure and diligently pursues such to completion; (c) failure of the Tenant to peacefully surrender the Premises upon the valid termination of this Lease; or (d) any action is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act as now in effect or as may be amended, and such action is not dismissed within sixty (60) days after filing.

14.1.2 Landlord Default. The following shall constitute events of default by Landlord hereunder (each a "Landlord Default"): (a) the failure of the Landlord to promptly observe or perform any material term, covenant, condition, agreement, or obligation of the Landlord in this Lease which failure, if susceptible of cure, is not cured, or, if not susceptible of cure, such curing is not commenced, within forty five (45) days following written notice thereof given by Tenant to the Landlord and diligently pursued thereafter; or (b) any action is filed by or against Landlord under any section or chapter of the Federal Bankruptcy Act as now in effect or as may be amended.

14.2 Remedies Upon Default.

14.2.1 Tenant's Default. Upon the occurrence of an event of default hereunder by the Tenant, the Landlord, after having given written notice to Tenant of such default and after all applicable cure periods have expired, at its option shall have the right to do the following: (a) distraint for rent; or (b) file suit to enforce this Lease and protect its rights hereunder, in addition to the other remedies provided in this Lease, by law and by equity, or (c) if Tenant fails to maintain the insurance coverage required by this Lease, Landlord may, without prior notice to Tenant, procure comparable insurance to the coverage Tenant is required to maintain pursuant to this Lease and demand reimbursement for the cost thereof from Tenant. All of the Landlord's rights shall be cumulative and shall not preclude the Landlord from exercising all other rights and remedies provided by law or equity; provided, however, if Landlord wishes to terminate this Lease as a result of an alleged Event of Default, Landlord shall give Tenant not less than fifteen (15) days' prior written notice (the "Termination Notice") of the date on which such termination of this Lease would be effective. If Tenant, in response to such Termination Notice, initiates a judicial proceeding prior to such stated termination date in which Tenant (i) seeks a declaratory judgment to the effect that no such Event of Default exists or (ii) otherwise disputes the right of Landlord to terminate this Lease, then, the effect of the Termination Notice shall be void and Landlord shall not have the right, notwithstanding anything to the contrary contained in this Lease, to terminate this Lease or dispossess Tenant of the Premises and the Tenant Improvements unless and until Landlord has obtained a final, unappealable judgment against Tenant for an Event of Default by Tenant under this Lease and such judgment remains unsatisfied for a period of thirty (30) days following its issuance or Tenant does not otherwise cure such default within such thirty (30) day period. If all requirements for a termination of this Lease by Landlord have been satisfied, then Landlord may terminate this Lease and take possession of the Premises and the Improvements, in which event Tenant shall immediately surrender the Premises and the Improvements to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and the Improvements and expel or remove Tenant. Landlord hereby waives any statutory or common law lien Landlord may have in personal property located on the Premises. Landlord agrees that it will, within ten (10) days after

request, execute any commercially reasonable instrument prepared by a lender with respect to any such personal property to confirm such waiver and to authorize entry upon the Premises during the Term to remove personal property, provided, however, any such lender shall repair any and all damages to the Premises caused by such removal and shall leave the Premises in a tenantable condition.

14.2.2 Landlord's Default. Upon the occurrence of an event of default hereunder by the Landlord, the Tenant shall have the rights and remedies provided by law and equity.

15. Tenant's Right of First Refusal. If Landlord receives a bona fide, written offer from a third party, other than the City of Richmond to Sell all or a portion of the Landlord Property (the "Subject Property") that Landlord desires to accept (the "Third Party Offer"), Landlord shall provide a copy of the Third Party Offer to Tenant. Tenant shall thereafter have the right to purchase the Subject Property specified in the Third Party Offer (a "Proposed Conveyance") on the same terms and conditions as the Proposed Conveyance and in accordance with the following procedures:

15.1 Exercise of Right. Tenant shall have thirty (30) days after receipt from Landlord of notice of the Third Party Offer (an "Offer Notice") to exercise Tenant's right of first refusal to purchase the Subject Property granted pursuant to this Section 15 with respect to the Proposed Conveyance. The Offer Notice shall set forth all of the following, as applicable to the Proposed Conveyance: (A) the names and addresses of the parties to the Proposed Conveyance; (B) a description of the interests of Landlord and its Affiliates to be sold, transferred, assigned and/or otherwise conveyed pursuant to the Proposed Conveyance; (C) the terms on which the Proposed Conveyance is to be made; and (D) the consideration as set forth in the Third Party Offer and to be paid for the Proposed Conveyance. A copy of the Third Party Offer and any proposed agreement made and/or submitted by any proposed transferee shall be attached to the Offer Notice. If the Proposed Conveyance is to be made in exchange for a partnership or other equity interest, or other non-cash property of the transferee, Landlord shall assign an equitable dollar value to such interest to be exchanged. If Tenant exercises its right of first refusal to purchase the Subject Property under this Section 15, then the sale of the Subject Property to Tenant shall be consummated within the time set forth in the Third Party Offer; provided, however, that the Purchase Price for the Subject Property shall not exceed the lesser of (a) 110% of the fair market value of the Subject Property, or (b) the consideration as set forth in the Third Party Offer. If Tenant shall elect not to exercise its right of first refusal to purchase or fails to notify Landlord of its election to exercise such right of first refusal within such thirty (30) day period after receipt of the Offer Notice, Tenant shall be deemed to have waived its right of first refusal to purchase under this Section 15 as to such Proposed Conveyance (but not as to subsequent Proposed Conveyances), and Landlord shall be free for a period of one year after the expiration of such thirty (30) day period to consummate the Proposed Conveyance at substantially the same price and terms as set forth in the Third Party Offer. If, however, the final price determined for the Proposed Conveyance is less than ninety five percent (95%) of the purchase price included in the Offer Notice or the Proposed Conveyance is not consummated within the aforementioned one year period, then the provisions of this Section 15 shall again

become effective with respect to the Third Party Offer (if it remains active) or any subsequent Third Party Offer.

15.2 "Sale" Defined. The term "Sell" or "Sale" shall mean any sale, exchange, transfer or assignment given or to be given or made in and for consideration whether cash, property, indebtedness or other thing of value. It shall not mean or include (a) any conveyance, mortgage, pledge or encumbrance of whatever form given to secure a debt or borrowing of or by Landlord or any equity owner in Landlord, or (b) any foreclosure, deed in lieu of foreclosure or other exercise of remedies conveying the Landlord's fee interest in the Subject Property in satisfaction of a debt. Under no circumstance shall the term "Sell" or "Sale" be construed to apply to any transaction involving a conveyance to the City of Richmond.

15.3 Continuation of Right. The failure of Tenant to exercise its right of first refusal with respect to the Subject Property pursuant to this Section 15, followed by consummation of the Sale of the Subject Property, shall not extinguish further and future rights of Tenant under this Section and such party shall take title to the Subject Property subject to this Lease and this Section which shall apply with equal force to any subsequent proposed Sale of the Landlord Property or any portion thereof.

15.4 City of Richmond. If the City of Richmond becomes the Landlord under this Lease, the City of Richmond shall notify Tenant in writing of the identify and contact information for one individual who is authorized to act on behalf of the Landlord, and Tenant shall be entitled to rely on the acts of such individual for all purposes under this Lease. If the City of Richmond does not so notify Tenant of the identity and contact information for such individual, then the City of Richmond's Chief Administrative Officer shall be deemed to be such authorized individual to act on behalf of the City.

15.5 Fair Market Value. In the event Landlord and Tenant are unable to agree on the fair market value of the Subject Property within thirty (30) days of Tenant's exercise of the Right of First Refusal, each party shall appoint an experienced MAI commercial real estate appraiser familiar with the local market. The two appraisers shall afford each party a hearing and shall, within sixty (60) days after their appointment, make their determination in writing and give notice thereof to both parties. If the fair market value so determined by the two appraisers differs by less than five percent (5%) from the average of the two appraisers' value, such average shall be the fair market value hereunder. If such difference is equal to or greater than five percent (5%) then, upon request of either party given, if at all, within ten (10) business days after the two appraisers provide the parties with written notice of their determination, the appraisers shall, within thirty (30) days after notice to do so select and appoint in writing a third appraiser and give written notice of such appointment to each of the parties. If the two appraisers fail to appoint a third appraiser or if they cannot agree on a third appraiser, with such thirty (30) day period, either party may apply to the Circuit Court for the City of Richmond, Virginia, in which the Premises are located, for the appointment of a third appraiser. The third appraiser so appointed shall have access to the first two appraisals and shall, within sixty (60) days after his appointment, make his or her determination in writing and give notice thereof to the parties. The three appraisals shall be averaged to determine the fair market value, which value shall be the purchase price for the Subject Property. However, if any appraisal is more than fifteen percent

(15%) higher than the next highest appraisal or fifteen percent lower than the next lowest appraisal, such appraisal shall be disregarded. The average of the remaining appraisals shall be the fair market value for the Premises (the "Fair Market Value"). If there are two appraisers, the parties shall each pay the fees and expenses of the appraiser selected by each such party. One-half of the fees and expenses of the third appraiser shall be paid promptly by each party. Each appraisal shall be required to determine the Fair Market Value based upon the terms and conditions of this Lease, including the Permitted Uses and other relevant factors.

16. **Covenant of Quiet Enjoyment.** The Landlord covenants and warrants that, subject to the terms and conditions of this Lease, the Tenant shall peaceably possess and enjoy the Premises during the Term without interruption or disturbance from the Landlord or any person claiming by, through, or under the Landlord to the extent such are applicable to the Premises and to Tenant's rights hereunder. Landlord shall not permit any lien or other encumbrance to attach to the Premises after the date of this Lease.

17. **Holdover.** If Tenant remains in possession of the Premises or any part thereof after the expiration or sooner termination of the Term or any extension thereof, this Lease shall become a month to month lease terminable by either party on thirty (30) days notice to the other. Annual Rent shall not increase provided that Landlord and Tenant are in good faith negotiations regarding the renewal of this Lease. Thereafter, Annual Rent shall increase to one hundred fifty percent (150%) of the Annual Rent in effect immediately prior to the commencement of the month to month tenancy.

18. **Notices.** All notices, requests, demands, instruments, and other communications that may be or are required to be given under this Lease shall be in writing and shall be delivered by hand to the individuals named below, sent prepaid by UPS Next Day Air (or a comparable overnight delivery service) or sent by United States mail, certified, postage prepaid, return receipt requested and, unless otherwise specified in a written notice by the parties, shall be delivered or sent to the following addresses:

(a) If to the Landlord: Economic Development Authority of the City of
Richmond, Virginia
Attention: Chairman
501 East Franklin Street, Suite 100
Richmond, VA 23219
Tel: 804.521.4002 Fax: 804.521.4004

With copies to:

Chief Administrative Officer
City of Richmond
900 East Broad Street, Suite 201
Richmond, Virginia 23219

and

City Attorney
City of Richmond
900 East Broad Street, Room 300
Richmond, Virginia 23219

(b) If to the Tenant's:

Bon Secours – St. Mary's Hospital of Richmond,
Inc.
c/o Bon Secours – Richmond Health System
MOB South, Suite 710
5801 Bremo Road
Richmond, VA 23226
Tel. (804)627-5180, Fax. (804) 281-8297
Attention: Melinda Hancock, CFO

With copies to:

Charles H. Rothenberg, Esquire
Hirschler Fleischer, P.C.
2100 East Cary Street
Richmond, Virginia 23223
Tel. (804)771-9503, Fax. (804)644-0957

and

William P. Bradford
Bon Secours Construction Office
5875 Bremo Road, Suite 306
Richmond, Virginia 23226
Tel. (804) 287-7266, Fax. (804) 287-7004

(c) If to a Mortgagee:

[At the address provided by the Mortgagee in
accordance with Section 6.5]

(d) If to a Prime Subtenant:

[At the address provided by the Prime Subtenant in
accordance with Section 6.5]

Any notice, request, demand, or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) (i) on the day on which it is actually delivered or (ii) on the second (2nd) business day after the day on which it is deposited in the United States mail, or (iii) on the first (1st) business day after the day on which it is delivered to an overnight delivery service, whichever first occurs. Any party to this Lease may change its address by notifying the other party hereto of the new address in any manner permitted by this Section 18.

19. **Estoppel Certificate.** Each party shall, at any one or more times, upon not less than thirty (30) days prior request by the other, execute, acknowledge, and deliver to it a written

statement certifying the following: that this Lease is unmodified and in full force and effect (or if there have been modifications, stating them); and that there are no known defaults by any party under the Lease or, if there are defaults, specifying them and all offsets, counterclaims, and defenses being claimed and the dates to which the Annual Rent and other charges have been paid and such other facts or information as may be reasonably requested. It is intended that any such statement delivered under this Section may be relied upon by all prospective purchasers of Landlord's interests in the Premises and Landlord's lender or of a Mortgagee, and by all other properly interested parties.

20. Hazardous Waste.

20.1 Definitions. As used herein (i) "Hazardous Wastes" means all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or applicable state law and any other applicable federal, state, or local laws and their regulations now in force or hereafter enacted relating to hazardous waste disposal and "Toxic Substances" means and includes any materials which have been shown to have significant adverse effects on human health or which are subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., applicable state law, or any other applicable federal, state, or local laws now in force or hereafter enacted relating to toxic substances. "Toxic Substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), petroleum products (other than immaterial quantities in connection with the operation of combustion engines), and lead based paints. All such laws relating to hazardous waste disposal and toxic substances are collectively referred to herein as "Environmental Laws."

20.2 Covenants. Tenant shall take no action during the Term of this Lease to place, or cause to be placed, Hazardous Wastes or Toxic Substances on the Premises except in accordance with applicable Environmental Laws, nor will it take or cause to be taken, any action on the Premises that would result in a violation of Environmental Laws. Tenant shall comply with all applicable Environmental Laws and shall promptly notify the Landlord in the event of Tenant's discovery of non-compliant Hazardous Wastes or Toxic Substances at the Premises. Further, Tenant shall promptly forward to the Landlord copies of all orders, notices, permits, applications, or other communications and reports in connection with any non-compliant discharge, spillage, use, or any other matters relating to non-compliance with Environmental Laws as they may affect the Premises.

20.3 Indemnity. Tenant hereby agrees to defend, indemnify and hold harmless Landlord (including its officers, directors, employees and agents) from and against all liabilities (including third party liabilities), losses, claims, damages, property damage, demands, judgments, fines or penalties insofar as not prohibited by law, costs and expenses (including, without limitation, clean-up costs and reasonable attorneys' and consultants' fees and disbursements) which arise, or are alleged to arise, from or in connection with (i) Tenant's violation of any Environmental Laws, (ii) Tenant's use of Hazardous Wastes and Toxic Substances whether or not such use is in conformance with Environmental Laws relating to or arising out of Tenant's operations on the Premises, (iii) the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, discharge or spill of any Hazardous Wastes

or Toxic Materials on the Premises by Tenant or its employees, contractors, subcontractors, Subtenants, agents, invitees or licensees, or (iv) any disturbance, migration, leaching or release of any Hazardous Wastes or Toxic Materials on the Premises. Tenant shall defend any action, suit or proceeding brought against Landlord in connection with the foregoing, and in doing so it shall use independent counsel selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section 20.3 shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify Landlord with respect to claims arising prior to the Effective Date and alleged to be caused by the presence on the Landlord Property of any Hazardous Wastes or Toxic Materials.

21. Representations, Warranties and Covenants.

21.1 By Landlord. Landlord hereby represents, covenants and warrants, to the best of its actual knowledge, to Tenant as follows:

21.1.1 Litigation. There is no pending litigation of any type that would interfere with the demolition, renovation, or restoration of the Existing Improvements or the construction of the Improvements on the Premises or that would interfere with the Permitted Uses.

21.1.2 Notices. Landlord is not in receipt of any notices adversely affecting the Premises. Landlord shall forward to Tenant a copy of any notice affecting the Premises after execution of this Lease.

21.1.3 Condition of Premises. The Premises are leased to Tenant "as is" with all faults, without warranty or representation by Landlord as to condition or usefulness of the Premises for any purpose. If Tenant does not exercise its right to terminate this Lease in accordance with Section 3.2, Tenant shall be deemed to covenant that Tenant has had an adequate opportunity to inspect the Premises and become fully familiar with the condition of the Premises and shall be deemed to accept the Premises in its "as is" condition.

21.1.4 Rights of Others. No other Person has been granted any right to use or occupy the Premises.

21.1.5 Ownership and Control. Landlord owns fee simple title to the Landlord Property and the Existing Improvements.

21.1.6 Condemnation. Landlord has no actual knowledge of any pending or threatened condemnation proceedings affecting any portion of the Landlord Property.

21.1.7 No Conflicting Document. No document, whether recorded or unrecorded, recorded against the Landlord Property conflicts with the terms of this Lease or Tenant's Permitted Use.

21.1.8 No Liens. There are no liens on or with respect to the Landlord Property or the Premises.

21.1.9 Authorization and Execution. (i) Landlord has full right, title, authority and capacity to execute and perform its obligations under this Lease; (ii) the execution and delivery of this Lease have been duly authorized by all requisite actions of Landlord; (iii) this Lease constitutes the valid, binding, and enforceable obligation of Landlord; and (iv) neither the execution of this Lease nor the consummation of the transactions contemplated in this Lease violate any agreement (including Landlord's organizational documents), ordinance, contract or other restriction to which Landlord is a party or is bound.

21.2 Continuing Obligation. Landlord shall have an ongoing obligation during the Feasibility Period to inform Tenant of any fact or set of circumstances that Landlord acquires actual knowledge of and which would make the representations in Section 21.1 inaccurate in any material respect.

21.3 By Tenant. Tenant hereby represents, covenants and warrants, to the best of its actual knowledge, to Landlord as follows:

21.3.1 Litigation. There is no pending litigation of any type against Tenant or the Tenant's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Tenant to carry out its obligations under this Lease or the transactions contemplated hereunder.

21.3.2 Authorization and Execution. (i) Tenant has full right, title, authority and capacity to execute and perform its obligations under this Lease; (ii) the execution and delivery of this Lease have been duly authorized by all requisite actions of Tenant; (iii) this Lease constitutes the valid, binding, and enforceable obligation of Tenant; and (iv) neither the execution of this Lease nor the consummation of the transactions contemplated in this Lease violate any agreement (including Tenant's organizational documents), contract or other restriction to which Tenant is a party or is bound.

22. Intentionally Omitted.

23. General Provisions.

23.1 Memorandum of Lease. Promptly after the execution of this Lease the parties hereto agree to execute a memorandum of this Lease in the form of Exhibit E attached hereto (the "MOL"). The MOL will be prepared and recorded in the Clerk's Office by the Tenant at its expense.

23.2 Successors and Assigns. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23.3 No Partnership or Joint Venture. Neither the Landlord nor the Tenant shall, in any way or for any purpose, be considered a partner of the other in the conduct of their

business or otherwise, or a member of a joint enterprise with the other, it being understood and agreed that no provision of this Lease shall be deemed to create any relationship between the parties other than that of lessor and lessee.

23.4. Severability. If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the Initial Term or any Renewal Term of this Lease, the remainder of this Lease shall not be affected thereby.

23.5 Final Understanding; Captions. This Lease represents the final understanding between the Landlord and the Tenant. The captions in this Lease are for purposes of reference only and shall not limit or define the meaning of the provisions of this Lease.

23.6 Unavoidable Delays. Except as expressly provided in this Lease, Landlord and Tenant, as the case may be, shall not be deemed in default with respect to the performance of any of the terms of this Lease (other than the payment of any sum of money) when prevented from so doing by Unavoidable Delays.

23.7. Covenants. All of the provisions of this Lease shall be deemed covenants running with the land.

23.8 No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach or default thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

23.9 Gender. The use herein of any gender includes all others, and the singular number includes the plural and vice-versa, whenever the context so requires.

23.10 Attorney's Fees. Except as otherwise provided herein, each party to this Lease shall be responsible for its own attorneys' fees and costs in connection with the enforcement of this Lease.

23.11 Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease, including an owner's affidavit in a form reasonably acceptable to Tenant's title insurance company and any state and federal reporting forms.

23.12 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

23.13 Broker. Landlord and Tenant each represents and warrants that it has had no dealings or conversations with any real estate broker in connection with a negotiation and execution of this Lease.

23.14 No Third-Party Beneficiaries. Notwithstanding any other provision of this Lease (except Section 7.6 with respect to the City of Richmond), Landlord and Tenant hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than Landlord or Tenant; (iii) no individual or entity shall obtain any right to make any claim against Landlord or Tenant under the provisions of this Lease; and (iv) no provision of this Lease 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 such individual or entity is named in this Lease.

23.15 Modifications. This Lease shall not be modified, altered, or amended except by written agreement executed by the parties hereto with the same formality as this Lease.


23.16 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. The parties choose the City of Richmond, as the venue for any action instituted pursuant to the terms of this Lease.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following signatures and seals:

LANDLORD:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF RICHMOND, VIRGINIA, a political subdivision
of the Commonwealth of Virginia

By:  (SEAL)
Name: Robert S. Johnson
Title: Director

Approved as to form:


Bonnie Ashley, General Counsel to the Authority

TENANT:

BON SECOURS – ST. MARY'S HOSPITAL OF
RICHMOND, INC., a Virginia non-stock, not-for-profit
corporation

By: _____ (SEAL)
Melinda S. Hancock
Treasurer

WITNESS the following signatures and seals:

LANDLORD:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF RICHMOND, VIRGINIA, a political subdivision
of the Commonwealth of Virginia

By: _____ (SEAL)

Name: _____

Title: _____

Approved as to form:

Bonnie Ashley, General Counsel to the Authority

TENANT:

BON SECOURS – ST. MARY'S HOSPITAL OF
RICHMOND, INC., a Virginia non-stock, not-for-profit
corporation

By:  (SEAL)

Melinda S. Hancock
Treasurer

Tenant's obligations under this Lease are hereby guaranteed by the undersigned:

Bon Secours – Richmond Health System,
a Virginia not-for-profit corporation

By: Melinda Stancak (SEAL)
Name: Melinda Stancak
Title: Treasurer

EXHIBITS

- A - Landlord Property
- B - Leased Land
- C - Improvements Deed
- D - Playing Field Area
- E - Form Memorandum of Lease

EXHIBIT A
(Landlord Property)

Parcel I

Commencing at a stone at the intersection of the northerly line of Patterson Avenue, with the westerly line of Libbie Avenue, thence running in a northeasterly direction along the westerly line of Libbie Avenue four hundred feet to another stone, thence running in a northwesterly direction three hundred and twenty seven feet to a stone, thence running in a southwesterly direction four hundred feet to a stone in a northerly line of Patterson Avenue, thence running in a southeasterly direction along said northerly line of Patterson Avenue three hundred and twenty seven feet to the point of beginning, containing 3 acres and being fully shown upon a plat made by J. Igell Clarke, Civil Engineer, dated February 20, 1917.

Parcel II

Commencing on the most westerly line of the property heretofore conveyed by the party of the first part to the School Board of Tuckahoe District No. 2, of the County of Henrico by deed dated March 14, 1917, and recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia, in D.B. 210-A, page 57 at a point thereon distant twenty-five and fourteen one-hundredths (25.14') feet north of the northerly line of Patterson Avenue, thence running north forty four degrees, thirty-five minutes (44°35') West three hundred feet (300') thence north forty-five degrees, twenty-five minutes (45 deg. 25') East three hundred and seventy three and three one-hundredths (373.03') feet, thence to the right and southeastwardly along a curve having a radius of seven hundred and seventy feet, a distance of eighty-nine and fifty-nine one hundredths (89.59') feet, thence south forty-three degrees, forty-eight minutes and twenty-seconds (43°48'20") East one hundred and ninety one and thirty-four one hundredths (191.34') feet to a stone in the land of the above mentioned property heretofore conveyed by the aforesaid deed of March 14, 1917, thence with the line of said last mentioned property south forty-two degrees, twenty-eight minutes and thirty-seven seconds (42°28'37") West three hundred and seventy-four and ninety-two one-hundredths feet (373.92') to the point of beginning, containing two and five-hundred and five one-thousands (2.505) acres and being more fully shown upon a survey thereof prepared by Allen J. Saville, Inc. on December 1, 1924.

Parcel III

ALL that certain parcel of land, lying and being in Tuckahoe Magisterial District, Henrico County, Virginia, about three (3) miles west of the corporate of the City of Richmond, Virginia, designated at lots 1 to 8, inclusive, block 11, upon a plan of West View, Sub division "C" prepared by Allen J. Saville, Inc., on June 15, 1926, and recorded in plat book 13, page 127 in the Clerk's office of the Circuit Court of the County of Henrico, Virginia, to which plan reference is hereby made for more particular description of said real estate.

EXHIBIT B

(Leased Land)

[TO BE UPDATED FOLLOWING RECEIPT OF APPROVED SURVEY]

ALL that certain piece or parcel of land containing 4.234 acres as shown on that certain survey entitled "Topographic Survey on a Portion of Property Lying on the Northwest Corner of Patterson Avenue and Libbie Avenue, City of Richmond, Virginia," dated March 6, 2013, prepared by Jenning Stephenson, P.C., Land Surveyors and Planners.

Being a portion of the same property conveyed to the Economic Development Authority of the City of Richmond by special warranty deed dated April 8, 2013 from the City of Richmond, recorded on April 25, 2013 in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia as Instrument No. 13-8767.

EXHIBIT C

(Improvements Deed)

Prepared by:
Charles H. Rothenberg (VSB 27958)
Hirschler Fleischer
2100 E. Cary St.
Richmond, VA 23223

Consideration: \$ _____

Tax Parcel Nos: W021-140/001

THIS DEED FOR IMPROVEMENTS ("Deed") is made as of July __, 2013, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia (as "Grantor"; and BON SECOURS – ST. MARY'S HOSPITAL OF RICHMOND, INC., a Virginia not-for-profit non-stock corporation (as "Grantee"), whose address is Bon Secours – St. Mary's Hospital of Richmond, Inc., c/o Bon Secours – Richmond Health System, MOB South, Suite 710, 5801 Bremono Road, Richmond, VA 23226, Attention: CFO.

WITNESSETH:

That for and in consideration of the sum of \$10, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with Special Warranty, unto the Grantee, the existing buildings, structures and other improvements existing as of the date of this Deed (collectively, the "Improvements") on the following described property in the City of Richmond, Virginia (the "Property"):

See Exhibit A attached hereto

Grantor, as ground lessor, and Grantee, as ground lessee, are entering into that certain Deed of Ground Lease for the Property simultaneously with this Deed. It is Grantor's and Grantee's intent to vest title to the Improvements, and only the Improvements, in the Grantee pursuant to this Deed. This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Improvements.

[SIGNATURE ON FOLLOWING PAGE]

WITNESS the following signature and seal:

GROUND LESSOR: ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF RICHMOND,
VIRGINIA, a political subdivision of the Commonwealth
of Virginia

By: _____ (SEAL)
Name: _____
Title: _____

Approved as to form:

Bonnie Ashley, General Counsel to the Authority

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires: _____
Notary registration no: _____

Notary Public

EXHIBIT A

Leased Property

[TO BE UPDATED FOLLOWING RECEIPT OF APPROVED SURVEY]

ALL that certain piece or parcel of land containing 4.234 acres as shown on that certain survey entitled "Topographic Survey on a Portion of Property Lying on the Northwest Corner of Patterson Avenue and Libbie Avenue, City of Richmond, Virginia," dated March 6, 2013, prepared by Jenning Stephenson, P.C., Land Surveyors and Planners.

Being a portion of the same property conveyed to the Economic Development Authority of the City of Richmond by special warranty deed dated April 8, 2013 from the City of Richmond, recorded on April 25, 2013 in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia as Instrument No. 13-8767.

EXHIBIT D

(Playing Field Area)

All of the property described in Exhibit A to the Ground Lease to which this Exhibit D is attached, LESS AND EXCEPT all of the property described on Exhibit B to the Ground Lease.

EXHIBIT E

Prepared by:
Charles H. Rothenberg (VSB 27958)
Hirschler Fleischer
2100 East Cary Street
Richmond, VA 23223
Tax Parcel Nos: Part of W021-140/001

Consideration: _____

MEMORANDUM OF GROUND LEASE

1. **NAME OF LESSOR:** ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia
2. **NAME OF LESSEE:** BON SECOURS – ST. MARY’S HOSPITAL OF RICHMOND, INC., a Virginia non-stock, not-for-profit corporation
3. **LEASE:** Deed of Ground Lease dated _____, 2013, between the Lessor, Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia, and the Lessee, Bon Secours – St. Mary’s Hospital of Richmond, Inc., a Virginia non-stock, not-for-profit corporation
4. **ADDRESS OF LESSOR:** Economic Development Authority of the City of Richmond
501 East Franklin Street, Suite 100
Richmond, VA 23219
Tel: 804.521.4002 Fax: 804.521.4004

With copies to:

Chief Administrative Officer
City of Richmond
900 East Broad Street, Suite 201
Richmond, Virginia 23219

and

City Attorney
City of Richmond
900 East Broad Street, Room 300
Richmond, Virginia 23219

5. **ADDRESS OF LESSEE:** Bon Secours – St. Mary’s Hospital of Richmond, Inc.
c/o Bon Secours – Richmond Health System
MOB South, Suite 710
5801 Bremo Road
Richmond, VA 23226
Tel. (804)627-5180, Fax. (804) 281-8297
Attention: Melinda Hancock, CFO

With copies to:

Charles H. Rothenberg, Esquire
Hirschler Fleischcr, P.C.
2100 East Cary Street
Richmond, Virginia 23223
Tel. (804)771-9503, Fax. (804)644-0957

and

William P. Bradford
Bon Secours Construction Office
5875 Bremo Road, Suite 306
Richmond, Virginia 23226
Tel. (804) 287-7266, Fax. (804) 287-7004

6. **DESCRIPTION OF PREMISES:** See attached Exhibit A.
7. **TERM:** The Term of the Lease expires sixty (60) years from the Rental Commencement Date which is defined in the Lease as _____ . Lessee has the right to extend the Term for two (2) twenty (20) Lease Year periods as provided in the Lease.
8. **RIGHT OF FIRST REFUSAL:** The Lease grants to Tenant the right of first refusal for the purchase of the Landlord Property if Landlord desires to convey the Landlord Property.

WITNESS the following signatures and seals:

LANDLORD:

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF RICHMOND, VIRGINIA, a political subdivision
of the Commonwealth of Virginia

By: _____ (SEAL)

Name: _____

Title: _____

Approved as to form:

Bonnie Ashley, General Counsel to the Authority

TENANT:

BON SECOURS – ST MARY’S HOSPITAL OF
RICHMOND, INC., a Virginia non-stock, not-for-profit
corporation

By: _____ (SEAL)

Melinda S. Hancock
Treasurer

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires: _____
Notary registration no: _____

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of BON SECOURS – St. Mary’s Hospital of Richmond, Inc., a Virginia non-stock, not-for-profit corporation, on behalf of the corporation.

My commission expires: _____
Notary registration no: _____

Notary Public

**EXHIBIT A
(TO MEMORANDUM OF LEASE)**

[TO BE UPDATED FOLLOWING RECEIPT OF APPROVED SURVEY]

ALL that certain piece or parcel of land containing 4.234 acres as shown on that certain survey entitled "Topographic Survey on a Portion of Property Lying on the Northwest Corner of Patterson Avenue and Libbie Avenue, City of Richmond, Virginia," dated March 6, 2013, prepared by Jenning Stephenson, P.C., Land Surveyors and Planners.

Being a portion of the same property conveyed to the Economic Development Authority of the City of Richmond by special warranty deed dated April 8, 2013 from the City of Richmond, recorded on April 25, 2013 in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia as Instrument No. 13-8767.

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AMENDMENT TO DEED OF GROUND LEASE

This AMENDMENT TO DEED OF GROUND LEASE (this "Amendment") is made as of the ___ day of September, 2015 by and between **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Landlord"), and **BON SECOURS – ST. MARY'S HOSPITAL OF RICHMOND, INC.**, a Virginia non-stock, not-for-profit corporation (the "Tenant").

RECITALS:

- A. Landlord and Tenant are parties to that certain Deed of Ground Lease dated July 8, 2013 (the "Lease"), regarding the Premises as described therein.
- B. Landlord and Tenant desire to amend the Lease in accordance with the terms and conditions set forth herein.
- C. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed thereto in the Lease.

AGREEMENT:

In consideration of the covenants and conditions herein set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Lease as follows:

1. Zoning or Special Use Permit. The date "September 1, 2015" in Section 3.1 of the Lease is hereby deleted and replaced with "November 1, 2015".
2. Limited Amendment. Except as set forth in this Amendment, the term, covenants, conditions and agreements of the Lease shall remain unmodified and otherwise in full force and effect and are hereby ratified and confirmed by Landlord and Tenant. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
3. Counterparts. A facsimile or electronically mailed "PDF" or similar type electronic copy of a duly executed counterpart of this Amendment shall be sufficient to evidence the binding agreement of the terms of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LANDLORD:

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: Julius P. Smith, Jr.
Name: Julius P. Smith, Jr.
Title: Chairman

TENANT:

BON SECOURS- ST. MARY'S HOSPITAL OF RICHMOND, INC., a Virginia non-stock, not-for-profit corporation

By: _____
Name: _____
Title: _____

**CITY OF RICHMOND
OFFICE OF THE CITY ATTORNEY**

900 EAST BROAD STREET
RICHMOND, VIRGINIA 23219
TELEPHONE: 804-646-7940
TELECOPIER: 804-646-6653

Allen L. Jackson
City Attorney

Bonnie M. Ashley
Deputy City Attorney

VIA HAND DELIVERY

Deborah L. Cribb
Hirschler Fleischer
The Edgeworth Building
2100 East Cary Street
Richmond, VA 23223

December 22, 2015

Re: Bon Secours/Westhampton

Dear Debbie:


Enclosed please find the following documents relating to the captioned matter:

1. Original fully executed Second Amendment to the Dccd of Ground Lcasc; and
2. Original partially executed First Amendment to the Performance Agreement.

As we discussed, the two Bon Secours signatures on the second page of the First Amendment are not originals. Our office, however, does have fully executed originals of both documents.

Thank you and please do not hesitate to contact me with any questions or concerns.

Sincerely,


Randall M. Ware
Paralegal

cc: Bonnie M. Ashley, Deputy City Attorney

**FIRST AMENDMENT TO
PERFORMANCE AGREEMENT
BETWEEN ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA, BON SECOURS-RICHMOND COMMUNITY HOSPITAL,
INC., BON SECOURS-ST.MARY'S HOSPITAL OF RICHMOND, INC. AND BON
SECOURS-RICHMOND HEALTH SYSTEM**

This First Amendment ("First Amendment") to the Performance Agreement ("Agreement") by and between the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia ("EDA"), Bon Secours-Richmond Community Hospital, Inc., a Virginia not-for-profit corporation ("BSRCH"), Bon Secours-St. Mary's Hospital of Richmond, Inc., a Virginia not-for-profit corporation ("BSSMH"), and Bon Secours-Richmond Health System, a Virginia not-for-profit corporation ("BSRHS") (BSRCH, BSSMH and BSRHS referred to herein collectively as "Bon Secours") is entered into this 30th day of October, 2015. EDA and Bon Secours, intending to be legally bound and for valuable consideration, agree as follows:

1. The Parties desire to delete section 4.b. in its entirety and replace it as follows:

4.b. Westhampton Zoning Condition. BSSMH's obligations under Section 4.a shall be subject to satisfying the Westhampton Zoning Condition. "Westhampton Zoning Condition" shall mean obtaining the zoning and special use permit described in Section 3.1 of the Ground Lease. If BSSMH determines that, notwithstanding its commercially reasonable efforts, it is unable to satisfy the Westhampton Zoning Condition, BSSMH may notify the EDA that BSSMH intends to terminate its obligations under this Section 4. If the Westhampton Zoning Condition is not satisfied within thirty (30) days after such notice, then BSSMH's obligations under Section 4 of this Agreement shall terminate.

2. The Parties desire to delete section 4.d. in its entirety and replace it as follows:

4.d. Final Corporate Approvals. The Westhampton Project shall further be subject to BSSMH obtaining "Final Westhampton Approvals". For purposes of this Section 4.d, BSSMH shall be deemed to have obtained Final Westhampton Approvals at such time as BSSMH has obtained final corporate approvals for the Westhampton Project, including, without limitation, approvals from its ultimate corporate parents Bon Secours Health System, Inc., and Bon Secours, Inc. BSSMH shall obtain the Final Westhampton Approvals no later than September 1, 2017.

3. The parties desire to delete section 4.e. in its entirety and replace it as follows:

4.e. Site Plan and Other Permits. No later than December 30, 2017, BSSMH shall submit, or cause to be submitted, the application for the site plan for the Westhampton Project and shall use good faith efforts to obtain approval of the site plan and such other permits and approvals necessary

for the Westhampton Project, including, without limitation, any certificate of public necessity.

4. The parties desire to delete section 4.f. in its entirety and replace it as follows:

4.f. Commencement of Construction. BSSMH shall cause Commencement of Construction to occur within 18 months of the date it receives the Final Westhampton Approvals, but in no event shall Commencement of Construction occur later than March 1, 2019.

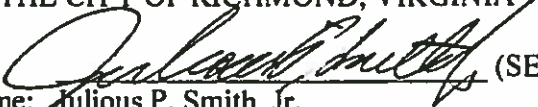
5. The parties desire to delete section 4.g. in its entirety and replace it as follows:

4.g. Completion. Provided the Westhampton Zoning Condition is satisfied and the Final Westhampton Approvals are obtained, BSSMH shall cause the Westhampton Project to be completed within 36 months following Commencement of Construction, but in no event later than March 1, 2022 (the "Westhampton Project Completion Date").

6. Except as specifically modified in this First Amendment, all other provisions of the Agreement remain the same. Defined terms used in this amendment have the meanings ascribed to them in the Agreement. If any of the terms of this First Amendment conflict with the Agreement, the terms of this First Amendment control.

The duly authorized representatives of the parties have executed this First Amendment to be effective on October 30, 2015.


THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA

By:  (SEAL)
Name: Julius P. Smith, Jr.
Title: Chairman
Date:

APPROVED AS TO FORM

By: 
Bonnie M. Ashley, General Counsel

BON SECOURS - ST. MARY'S HOSPITAL OF
RICHMOND, INC., a Virginia not-for-profit
corporation

By:  (SEAL)
Name: Teri R. Ardabell
Title: CEO, Bon Secours Richmond

BON SECOURS - RICHMOND COMMUNITY
HOSPITAL, INC., a Virginia not-for-profit
corporation

By: Toni B. Ardabell (SEAL)

Name: Toni B. Ardabell

Title: CEO, Bon Secours Richmond

BON SECOURS - RICHMOND HEALTH
SYSTEM, a Virginia not-for-profit corporation

By: Toni B. Ardabell (SEAL)

Name: Toni B. Ardabell

Title: CEO, Bon Secours Richmond

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**SECOND AMENDMENT TO
DEED OF GROUND LEASE
BETWEEN ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA AND BON SECOURS-ST. MARY'S HOSPITAL, INC.**

This Second Amendment ("Second Amendment") to the Deed of Ground Lease ("Lease") by and between the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia ("EDA") and Bon Secours-St. Mary's Hospital of Richmond, Inc., a Virginia not-for-profit corporation ("BSSMH") is entered into this 30th day of October, 2015. EDA and BSSMH, intending to be legally bound and for valuable consideration, agree as follows:

1. The Parties desire to delete section 3.1 in its entirety and replace it as follows:

3.1 Zoning or Special Use Permit. Tenant shall have the right to terminate this Lease by written notice to Landlord if, on or before September 1, 2016, Tenant is unable, despite commercially reasonable efforts, to obtain a rezoning or a special use permit for the construction, development and use of the Premises for the MOB and other Improvements subject only to such proffered conditions or conditions as are commercially reasonable with respect to such construction, development and use.

2. The Parties entered into a first Amendment to Deed of Ground Lease dated the ____ day of September, 2015. This Second Amendment supersedes the first Amendment to Deed of Ground Lease, which will have no further force and effect.

3. Except as specifically modified in this Second Amendment, all other provisions of the Lease remain the same. Defined terms used in this amendment have the meanings ascribed to them in the Lease. If any of the terms of this Second Amendment conflict with the Lease, the terms of this Second Amendment control.

The duly authorized representatives of the parties have executed this Second Amendment to be effective on October 30, 2015.

THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA

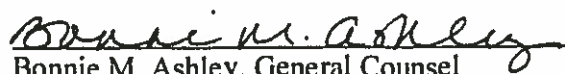
By:  (SEAL)

Name: J. P. Smith, Jr.

Title: Chairman

Date:

APPROVED AS TO FORM

By: 
Bonnie M. Ashley, General Counsel

BON SECOURS - ST. MARY'S HOSPITAL OF
RICHMOND, INC., a Virginia not-for-profit
corporation

By: Toni R. Ardabell (SEAL)

Name: Toni R. Ardabell

Title: CEU, Bon Secours Richmond

**THIRD AMENDMENT TO DEED OF GROUND LEASE
BETWEEN ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA AND BON SECOURS-ST. MARY'S HOSPITAL, INC.**

This Third Amendment ("Third Amendment") to the Deed of Ground Lease ("Lease") by and between the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia ("EDA") and Bon Secours-St. Mary's Hospital of Richmond, Inc., a Virginia not-for-profit corporation ("BSSMH") is entered into as of this 1st day of September, 2016. EDA and BSSMH, intending to be legally bound and for valuable consideration, agree as follows:

1. The Parties desire to, and hereby do, delete and replace the date "September 1, 2016" in Section 3.1 Zoning or Special Use Permit of the Lease with the date "March 1, 2017".
2. The Parties entered into a Second Amendment to Deed of Ground Lease dated the 30th day of October, 2015, which superseded the first Amendment to Deed of Ground Lease dated the ___ day of September, 2015.
3. Except as specifically modified in this Third Amendment, all other provisions of the Lease remain the same. Defined terms used in this Third Amendment have the meanings ascribed to them in the Lease. If any of the terms of this Third Amendment conflict with the Lease, the terms of this Third Amendment control.

The duly authorized representatives of the parties have executed this Third Amendment to be effective as of September 1, 2016.

THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA

By: _____ (SEAL)
Name: Julious P. Smith, Jr.
Title: Chairman

APPROVED AS TO FORM

By: _____
Bonnie M. Ashley, General Counsel

BON SECOURS – ST. MARY'S HOSPITAL OF
RICHMOND, INC., a Virginia not-for-profit
corporation

By: _____ (SEAL)
Name: _____
Title: _____

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT ("Agreement") is made as of this ~~5~~²⁶ day of July, 2013, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**EDA**"), BON SECOURS-RICHMOND COMMUNITY HOSPITAL, INC., a Virginia not-for-profit corporation ("**BSRCH**"),), BON SECOURS-ST. MARY'S HOSPITAL OF RICHMOND, INC., a Virginia not-for-profit corporation ("**BSSMH**"), and BON SECOURS-RICHMOND HEALTH SYSTEM, a Virginia not-for-profit corporation ("**BSRHS**") (BSRCH, BSSMH and BSRHS shall be referred to collectively herein as "**Bon Secours**").

RECITALS

1. The City Council of the City of Richmond, Virginia, adopted Ordinance No. 2012-214-192 on November 26, 2012 which was amended and re-ordained by Ordinance No. 2012-230-218 on December 10, 2012 (collectively, the "**Ordinance**"), to provide a city-wide economic development package requiring , among other things, the development of additional medical and related facilities at or near Bon Secours Richmond Community Hospital located at 1510 North 28th Street in the City of Richmond, Virginia (the "**Hospital Campus**"). By Resolution No. 2012-R151-147 adopted November 26, 2012 (the "**Resolution**"), the City Council expressed its desire to further enhance the economic development package designed to benefit multiple areas of the city.

2. BSRCH anticipates that the additional medical and related facilities containing approximately 25,000 square feet proposed at or in the vicinity of the Hospital Campus will include, among other things, a wellness and fitness center, and estimates that an additional 75 full time equivalent employees would be employed in connection with the additional medical related facilities generating approximately \$6,700,000 in payroll and employee benefits.

3. The Resolution and Ordinance set forth certain performance obligations and expectations of the parties to this Agreement, including BSRCH's obligations to provide the additional medical and related facilities at or in the vicinity of the Hospital Campus.

4. Pursuant to the Ordinance, the EDA, as ground lessor, and BSSMH, as ground lessee, are entering into that certain Deed of Ground Lease of even date with this Agreement (the "**Ground Lease**"), by which the EDA is leasing to BSSMH, at an initial annual rent of Five Thousand Dollars (\$5,000) for a sixty (60) year term with two (2) twenty (20) year renewal terms, a portion of the property known as the Westhampton School located at 5800 Patterson Avenue in the City of Richmond, Virginia ("**Westhampton School**") to allow the development of a 75,000 square foot medical and related use facility.

5. BSSMH anticipates that an additional 120 full time equivalent employees would be employed in connection with the Westhampton School project generating approximately \$10,800,000 in payroll and employee benefits.

6. The EDA has determined that Bon Secours' construction, expansion and improvement of its business will result in substantial benefits to the welfare of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City") and its inhabitants; is in the public interest; and serves governmental interests, including but not limited to, an increase in real estate and personal property tax receipts and job creation.

7. The parties acknowledge that achieving the economic development potential of the projects described above and the benefits recited herein will require cooperation between the parties, and the parties desire to memorialize such areas of cooperation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Richmond Community Hospital (RCH) Project.

a. Project Requirements . BSRCH shall develop or cause to be developed additional medical and related facilities at or near the existing Hospital Campus or the Alternate Site in accordance with Section 1.b.i, which shall include, among other medical and related elements desired by BSRCH, a publicly available wellness and fitness center and related parking and improvements (collectively, the "**Expansion Project**"). In addition, BSRCH shall meet the following requirements of the Expansion Project:

- (i) Project Size. The Expansion Project shall consist of a minimum 25,000 square feet.
- (ii) Construction Costs. The Expansion Project shall include a minimum of \$8,500,000 in Construction Costs, of which \$2,500,000 may be on the Hospital Campus. The "**Construction Costs**" for the Expansion Project shall include all costs and services for the construction, including, without limitation, clearing, grading, excavation and other site work; any required environmental remediation; fixtures, furniture and equipment and materials, supplies and labor to create a turn-key project; and land and right of way acquisition. Construction Costs may also include surveying, studies, engineering and design costs, permitting fees, surety costs, transactional fees, legal fees and other soft costs ("**Soft Costs**") provided that the Soft Costs shall not exceed fifteen percent (15%) of the other Construction Costs.
- (iii) New FTEs. BSRCH intends that the Expansion Project will create approximately 75 New FTEs, with a minimum of \$6,700,000 in payroll

and benefits. The New FTEs must be in addition to the FTEs at the Hospital Campus as of the date of this Agreement.

- (iv) Maintenance of FTEs. The New FTEs shall be Maintained for not less than ten (10) years after the RCH Project Completion Date, except as otherwise provided herein. **“Maintained”** for the purposes of this Agreement will not require employment of FTEs during periods in which such positions are not filled due to temporary reductions in the employer’s employment levels in connection with recruitment for open positions, strikes and other work stoppages, restoration or repair following casualty damage or condemnation or other taking or deed in lieu affecting the project, and renovations affecting the project.
- (v) Definition of New FTE. **“New FTE”** shall mean a new permanent full or aggregate of part-time employment positions of an indefinite duration requiring 2,080 hours per year with benefits commensurate with the employee’s status paid for by the employer. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New FTEs. For the avoidance of doubt, multiple positions with similar or the same job titles shall each be considered a New FTE assuming the foregoing requirements are met for such position.
- (vi) No Tax Exemption. BSRCH shall be obligated to pay (1) all real estate taxes assessed against it with respect to the Expansion Project, and any fees or charges in lieu thereof, and (2) all taxes, charges, and levies assessed against its personal property used in or located at the Expansion Project, arising out of its use and activities at the Expansion Project.
- (vii) Payments In Lieu of Taxes. If for any reason the Expansion Project is not subject to real estate taxes or BSRCH’s business personal property located at the Expansion Project is not subject to taxation, BSRCH shall pay to the City annually an amount equal to the real estate taxes and business personal property that BSRCH would be required to pay if BSRCH were subject to such taxation. Neither BSRCH nor any other occupant shall be entitled to exemptions from real estate taxes or business personal property taxes arising from their use or activities at or upon the Expansion Project. BSRCH agrees that it shall endeavor to disclose this provision to occupants of the Expansion Project. For the purposes of this Section 1.a(vii) only, the parties acknowledge that the

City shall be deemed a third party beneficiary. This section 1.a(vii) shall terminate upon expiration of the 100 year term of the Ground Lease.

(viii) MBE Participation. BSRCH acknowledges that the EDA desires that 40% of all expenditures for the design and construction of the Expansion Project be spent with minority business enterprises or emerging small businesses, either or both, as those terms are defined in Section 74-4 of the Code of the City of Richmond, that perform commercially useful functions with regard to the design and construction of the Expansion Project, and BSRCH agrees that to the extent permitted by law BSRCH will endeavor to achieve such 40% goal.

b. Land Condition. BSRCH's obligations under Section 1.a shall be subject to BSRCH or its designee acquiring all of the land necessary for the Expansion Project as shown on Exhibit A attached hereto (the "**Land Condition**"). If BSRCH determines that, notwithstanding commercially reasonable efforts, it is unable to satisfy the Land Condition within six (6) months following execution of this Agreement and complete the Expansion Project on the portion of the land that BSRCH or its designee has acquired, the parties shall proceed as follows:

i. Negotiation of Alternate Site. If BSRCH is unable to satisfy the Land Condition within six (6) months following execution of this Agreement, BSRCH and the EDA shall enter into reasonable, good faith negotiations to identify an alternate location for the RCH Expansion Project that is reasonably acceptable to both parties (the "**Alternate Site**"). If, following six (6) months of negotiations, the parties are unable to identify an Alternate Site, BSRCH shall be required to pay the Alternate RCH Fee described in Section 1.b.ii below.

ii. Alternate RCH Fee.

1. If the parties are unable to identify an Alternate Site pursuant to Section 1.b.i above, BSRCH shall pay the "Alternate RCH Fee". "**Alternate RCH Fee**" for purposes of this Agreement shall mean, subject to the mutual agreement of the parties, payment by BSRCH or BSRHS of \$250,000 each year for ten (10) years to establish Supporting East End Entrepreneurship Development (SEED) Grants, or payment to the EDA for use in the East End of the City of Richmond, Virginia.

2. Schedule. The obligation to pay the Alternate RCH Fee shall commence on the first day of the calendar month following the failure to identify an Alternate Site pursuant to Section 1.b.i.

- c. ROW and Zoning Conditions. BSRCH's obligations under Section 1.a shall be subject to (i) acquisition of the right of way required for the Expansion Project as described in Section 1.i.i below by BSRCH or its designee, subject to appropriate approvals by the City Council of the City of Richmond, Virginia (the "**ROW Condition**"); and (ii) satisfying the RCH Zoning Condition. "**RCH Zoning Condition**" shall mean obtaining the zoning and special use permit for the Expansion Project subject only to such proffered conditions or conditions as are acceptable to BSRCH in its commercially reasonable discretion. BSRCH shall file or cause to be filed a zoning application, which may include a special use permit, to satisfy the RCH Zoning Condition within 180 days following satisfaction of the Land Condition and the ROW Condition. If BSRCH determines that, notwithstanding its commercially reasonable efforts, it is unable to satisfy the ROW Condition and the RCH Zoning Condition, BSRCH may notify the EDA that BSRCH intends to terminate its obligations under Section 1. If such conditions are not satisfied within thirty (30) days after such notice, then BSRCH's obligations under Section 1 of this Agreement shall terminate.
- d. Final Corporate Approvals. BSRCH's obligations under Section 1.a shall further be subject to BSRCH obtaining "**Final RCH Approvals**" for the Expansion Project. For purposes of this Section 1.d, BSRCH shall be deemed to have obtained Final RCH Approvals at such time as BSRCH has obtained final corporate approvals for the Expansion Project, including, without limitation, approvals from its ultimate corporate parents Bon Secours Health System, Inc., and Bon Secours, Inc. BSRCH shall seek the Final RCH Approvals no later than two (2) years following satisfaction of the Land Condition, the ROW Condition and the RCH Zoning Condition. Failure to obtain the Final RCH Approvals shall obligate BSRCH or BSRHS to pay the Alternate RCH Fee.
- e. Site Plan and Other Permits. Within 120 days after the later of (i) satisfaction of the RCH Zoning Condition, or (ii) the Final RCH Approvals, BSRCH shall cause the application for the site plan for the Expansion Project to be submitted and shall use good faith efforts to obtain approval of the site plan and such other permits and approvals as shall be necessary for the Expansion Project, including, without limitation, any certificate of public necessity.
- f. Commencement of Construction. BSRCH shall cause Commencement of Construction of the Expansion Project to occur within 18 months following the later to occur of satisfaction of the Land Condition, the ROW Condition, the RCH Zoning Condition or the last date of the Final RCH Approvals. "**Commencement of Construction**" includes contractor mobilization and commencement of site work.
- g. Completion. Provided that the Land Condition, the ROW Condition and the RCH Zoning Condition are satisfied and the Final RCH Approvals are obtained, BSRCH shall cause

the Expansion Project to be completed with 24 months following Commencement of Construction (the “**RCH Project Completion Date**”).

h. Additional Alternate RCH Fee Provisions.

- i. Maximum Alternate RCH Fee. Notwithstanding the foregoing or any other provision of this Agreement to the contrary under no circumstances shall BSRHS or BSRCH be required to make payments of the Alternate RCH Fee in an aggregate amount in excess of \$2,500,000 (the “**Maximum Alternate RCH Fee**”).
- ii. Prepayment. The Alternate RCH Fee may be prepaid at any time without penalty, in which event the prepayment shall be discounted to present value using a discount rate equal to the prime rate announced in The Wall Street Journal at the time of such prepayment.
- iii. Credit for Land. BSRCH, its affiliate or designee, may donate to the EDA or its designee all or a portion of the property acquired by BSRCH or BSRHS in connection with the Expansion Project and BSRCH and BSRHS shall be entitled to offset against the next payments of the Alternate RCH Fee that would otherwise be due and payable the lesser of (1) the aggregate purchase price paid by BSRCH or its affiliate or designee with respect to all such property, or (2) the fair market value of such property determined in accordance with the procedure set forth in Section 15.5 of the Ground Lease.
- iv. Termination. The obligations of BSRCH and BSRHS under Section 1 of this Agreement shall automatically terminate upon payment of the Maximum Alternate RCH Fee.
- v. Ground Lease Termination. If BSSMH terminates the Ground Lease, then the obligation of BSRCH and BSRHS to pay the Alternate RCH Fee shall terminate.
- vi. Continuing Payment Obligation. The obligation to pay the Alternate RCH Fee shall terminate if and when BSRCH satisfies the Land Condition or obtains the Final RCH Approvals or Commencement of Construction of the Expansion Project has occurred. Provided, however, the obligation to pay the Alternate RCH Fee shall resume if any other events triggering the requirement for payment of the Alternate RCH Fee occurs and results in delayed performance.
- vii. Partial Performance. If BSRCH partially performs its obligations in this Section 1, the parties agree to negotiate in good faith reductions to the Alternate RCH Fee.

- i. EDA Cooperation.
 - i. Street and Alley Closings. The EDA shall cooperate with BSRCH in its efforts to effect the (i) closure of the portion of 27th Street between T Street and Nine Mile Road (SR 33) and conveyance of fee simple title thereto to BSRCH or its designee free and clear of the rights of any third parties within 90 days following BSRCH's or its affiliate's or designee's acquisition of all of the property fronting 27th Street between T Street and Nine Mile Road (SR 33), and (ii) vacation of the alleys located within the area bounded by Nine Mile Road, N. 26th Street, T Street and 27th Street within 90 days following BSRCH's or its affiliate's or designee's acquisition of such area and conveyance of fee simple title thereto to BSRCH or its designee free and clear of the rights of any third parties.
 - ii. Property Acquisitions. At BSRCH's request, the EDA shall endeavor to assist BSRCH by facilitating and participating in meetings between BSRCH and the City regarding acquisition of property required for the Expansion Project owned by the City or other political subdivisions, including the Richmond Redevelopment and Housing Authority.
2. Payments to Support Public Schools. BSRHS shall pay to the City the amount of One Hundred Thousand and No/100 Dollars (\$100,000) for ten (10) fiscal years commencing January 2, 2014, and ending on January 2, 2023. Such payments shall be for capital projects to benefit the public schools in the City of Richmond, Virginia, and shall be related to BSRHS's mission to promote health, fitness, anti-obesity and similar benefits. If the Ground Lease is terminated, then BSRHS's obligations under this Section shall automatically terminate. The parties acknowledge that the City shall be deemed a third party beneficiary for purposes of this Section 2.
3. Westhampton Neighborhood Beautification. BSSMH shall assist in a neighborhood beautification program in the Patterson-Libbie business district including maintaining the landscaping now or hereafter located on the Westhampton School fronting Patterson Avenue generally consistent with the maintenance of landscaping at Bon Secours - St. Mary's Hospital located at Monument Avenue and Bremono Road and such other activities as are mutually agreed to by the EDA and BSSMH. This obligation shall commence upon the Westhampton Project Completion Date (as defined below) and end ten (10) years thereafter.
4. Westhampton Project .
 - a. Goals. BSSMH intends to develop or redevelop that portion of the Westhampton School subject to the Ground Lease for medical and related facilities which may be

used in accordance with the Ground Lease or other property in the City of Richmond, Virginia (the “**Westhampton Project**”), provided that nothing contained in this Section 4.a shall be credited against the Expansion Project requirements. BSSMH and the EDA anticipate that the Westhampton Project, if constructed, will provide the following benefits:

- (i) Project Size. The Westhampton Project shall consist of a minimum 75,000 square feet at the Westhampton School or elsewhere in the City of Richmond, Virginia (excluding the Expansion Project).
- (ii) Construction Costs. The Westhampton Project shall include a minimum of \$24,000,000 in Construction Costs.
- (iii) New FTEs. BSSMH intends that the Westhampton Project will create approximately 120 New FTEs, with a minimum of \$10,800,000 in payroll and benefits.
- (iv) Maintenance of FTEs. The New FTEs shall be Maintained for not less than ten (10) years after the Westhampton Project Completion Date, except as otherwise provided herein.
- (iv) No Tax Exemption. BSSMH shall be obligated to pay (a) all real estate taxes assessed against it with respect to the Westhampton Project, and any fees or charges in lieu thereof, and (2) all taxes, charges, and levies assessed against its personal property used in or located at the Westhampton Project, arising out of its use and activities at the Westhampton Project, all in accordance with the Ground Lease.
- (v) Payment In Lieu of Taxes. If for any reason the Westhampton Project is not subject to real estate taxes or BSSMH’s business personal property located at the Westhampton Project is not subject to taxation, BSSMH shall pay to the City annually an amount equal to the real estate taxes and business personal property that BSSMH would be required to pay if BSSMH were subject to such taxation. Neither BSSMH nor any other occupant shall be entitled to exemptions from real estate taxes or business personal property taxes arising from their use or activities at or upon the Westhampton Project. BSSMH agrees that it shall endeavor to disclose this provision to occupants of the Westhampton Project. For the purposes of this Section 4.a(v) only, the parties acknowledge that the City shall be deemed a third party beneficiary.

- b. Westhampton Zoning Condition. BSSMH's obligations under Section 4.a shall be subject to satisfying the Westhampton Zoning Condition. "**Westhampton Zoning Condition**" shall mean obtaining the zoning and special use permit described in Section 3.1 of the Ground Lease. If BSSMH determines that, notwithstanding its commercially reasonable efforts, it is unable to satisfy the Westhampton Zoning Condition, BSSMH may notify the EDA that BSSMH intends to terminate its obligations under this Section 4. If the Westhampton Zoning Condition is not satisfied within thirty (30) days after such notice, then BSSMH's obligations under Section 4 of this Agreement shall terminate.
- c. Expedited Permitting. The EDA shall endeavor to assist BSSMH in its efforts to ensure that zoning, site plan, land-disturbance permits, building permit and other permits, approvals and applications submitted to the City for the Westhampton Project be considered and acted on by the City on an expedited basis.
- d. Final Corporate Approvals. The Westhampton Project shall further be subject to BSSMH obtaining "**Final Westhampton Approvals**". For purposes of this Section 4.d, BSSMH shall be deemed to have obtained Final Westhampton Approvals at such time as BSSMH has obtained final corporate approvals for the Westhampton Project, including, without limitation, approvals from its ultimate corporate parents Bon Secours Health System, Inc., and Bon Secours, Inc. BSSMH shall seek the Final Westhampton Approvals no later than two (2) years following satisfaction of the Westhampton Zoning Condition. If the Final Westhampton Approvals are not obtained within such timeline, BSSMH shall have no obligation to proceed with the Westhampton Project and any obligation to do so, whether under this Agreement or the Ground Lease, if any, shall terminate and be of no further force and effect.
- e. Site Plan and Other Permits. Within 120 days after the later of (i) satisfaction of the Westhampton Zoning Condition, or (ii) the Final Westhampton Approvals, BSSMH shall cause the application for the site plan for the Westhampton Project to be submitted and shall use good faith efforts to obtain approval of the site plan and such other permits and approvals as shall be necessary for the Westhampton Project, including, without limitation, any certificate of public necessity.
- f. Commencement of Construction. BSSMH shall cause Commencement of Construction of the Westhampton Project to occur within 18 months following the later to occur of satisfaction of the Westhampton Zoning Condition or the last date of the Final Westhampton Approvals.
- g. Completion. Provided that the Westhampton Zoning Condition is satisfied and the Final Westhampton Approvals are obtained, BSSMH shall cause the Westhampton

Project to be completed with 36 months following Commencement of Construction (the “**Westhampton Project Completion Date**”).

- h. Ground Lease Termination. If BSSMH terminates the Ground Lease, then any obligations of BSSMH and BSRHS under this Section 4 shall terminate.
5. Unavoidable Delays. A delay in the performance of either party’s obligations under this Agreement shall be excused to the extent that such delay is caused by labor disputes or strikes, lockouts, riots, or warlike operations, acts of terrorism, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental moratoria, fire or other casualty, unforeseeable inability to obtain any material or services, weather, acts of God, unforeseen governmental restrictions, regulations and controls, delay in issuance of permits or approvals, or any other cause, of similar impact to the foregoing, not within the reasonable control of the party whose obligation to perform is delayed.
6. Titles. The titles and section headings used herein are for purposes of convenience only and shall not be construed to limit or extend the meaning of any part of this Agreement.
7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
8. Entire Agreement. This Agreement contains the entire agreement between the EDA and Bon Secours relating to the subject matter hereof and supersedes all negotiations, understandings and agreements, written or oral, between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by EDA and Bon Secours preceded by all formalities required as prerequisites to the signature by each party to this Agreement.
9. Partial Invalidity. If any provision of this Agreement is invalid or unenforceable to any extent, then the remainder of this Agreement shall continue in full force and effect and be enforceable to the fullest extent permitted by law.
10. No Joint Venture. The terms and conditions of this Agreement shall not be construed or interpreted in any manner as creating or constituting either party as a partner or joint venturer with the other or as making either party liable for the debts, defaults, obligations or lawsuits of the other party.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
12. Construction. As used in this Agreement, and where the context requires: (1) the masculine shall be deemed to include the feminine and neuter and vice-versa; and (2) the singular shall be deemed to include the plural and vice-versa.
13. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement, the EDA and Bon Secours hereby agree that except as provided in Sections 1.a(vii), Section 2 and 4.a(v):


(i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the EDA and Bon Secours; (iii) no individual or entity shall obtain any right to make any claim against the EDA or Bon Secours under the provisions of this Agreement; and (iv) 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 such individual or entity is named in this Agreement.

14. Attorney's Fees. Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.
15. Guaranty. BSRHS executes this Agreement for the purpose of agreeing to the terms that are applicable to BSRHS and for the purpose of guarantying the obligations of BSRCH and BSSMH.

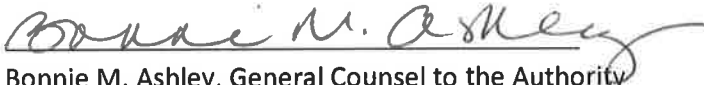
[SIGNATURE PAGES TO FOLLOW]

EDA:

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a
political subdivision of the Commonwealth of Virginia


By:  (SEAL)
Name: Richard S. Johnson
Title: Director

APPROVED AS TO FORM:


Bonnie M. Ashley, General Counsel to the Authority


BSSMH:

BON SECOURS – ST. MARY’S HOSPITAL OF RICHMOND, INC., a Virginia not-for-profit corporation

By:  (SEAL)
Melinda S. Hancock
Treasurer

BSRCH:

BON SECOURS – RICHMOND COMMUNITY HOSPITAL, INC., a Virginia not-for-profit corporation

By:  (SEAL)
Melinda S. Hancock
Treasurer

BSRHS:

BON SECOURS – RICHMOND HEALTH SYSTEM, Virginia not-for-profit corporation


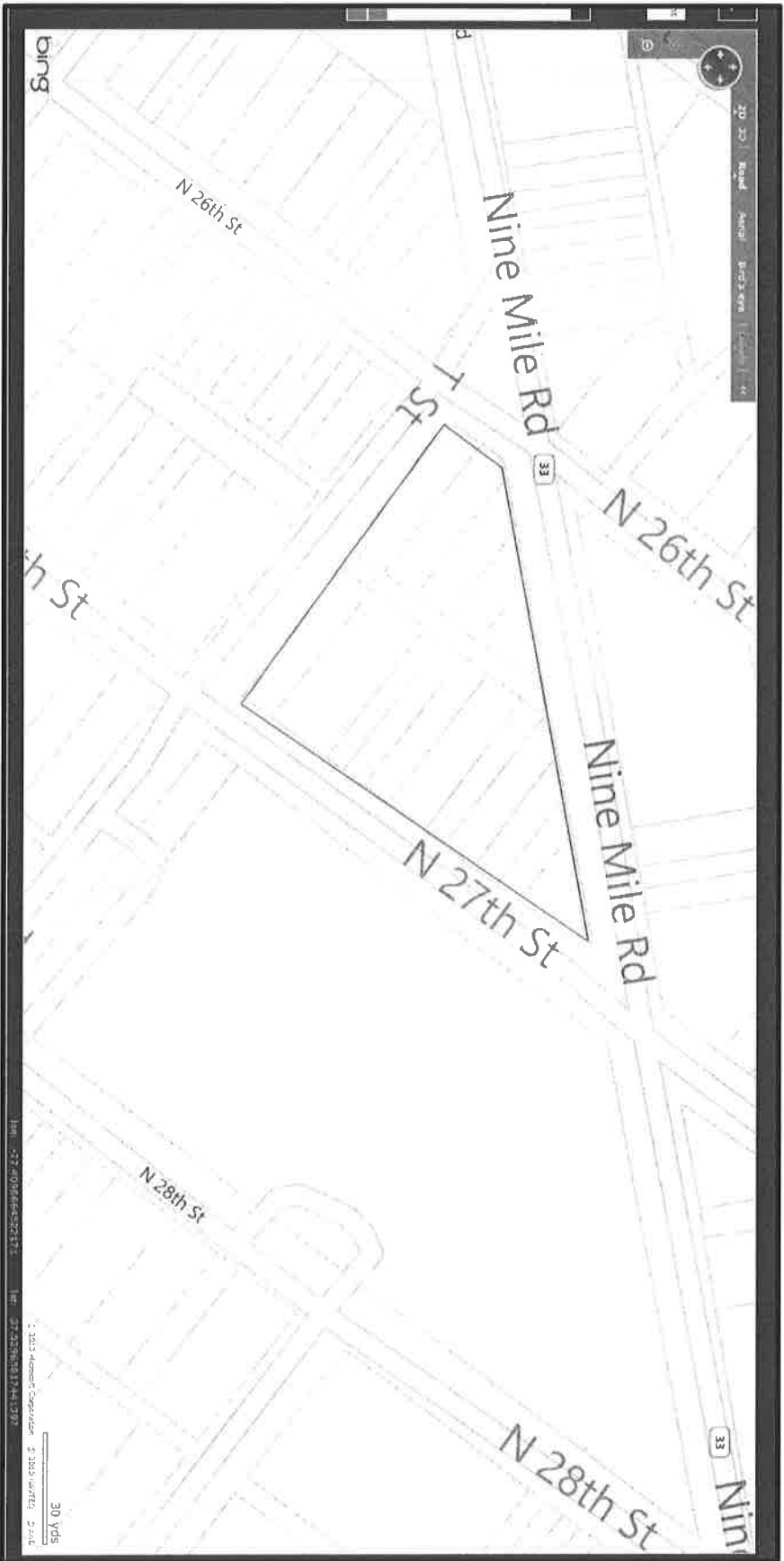
By:  (SEAL)
Melinda S. Hancock
Treasurer

Exhibit A

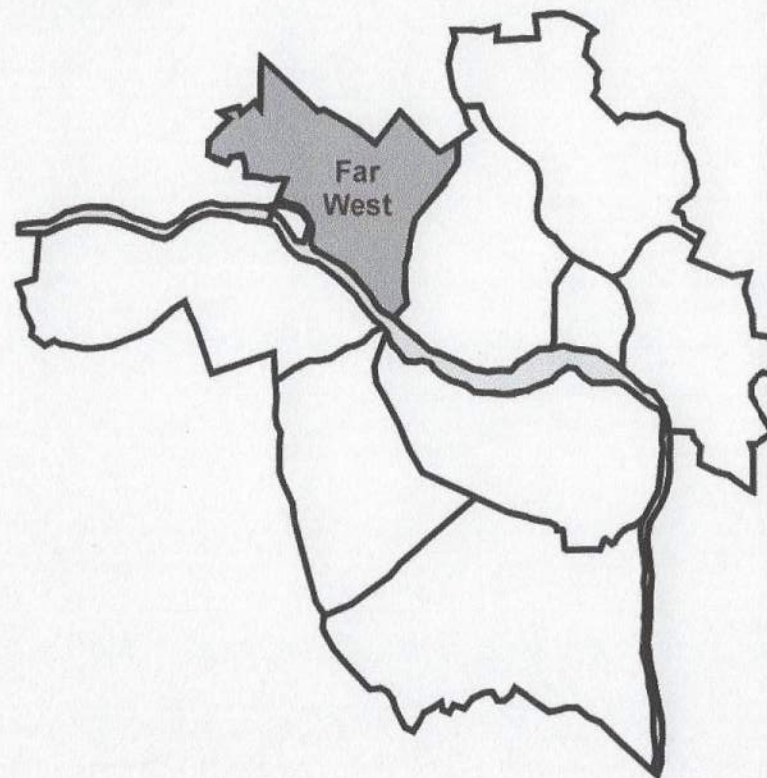


CHAPTER 11
THE DISTRICT PLANS

Land Use patterns and
Development Trends

Significant Issues

Land Use Plan

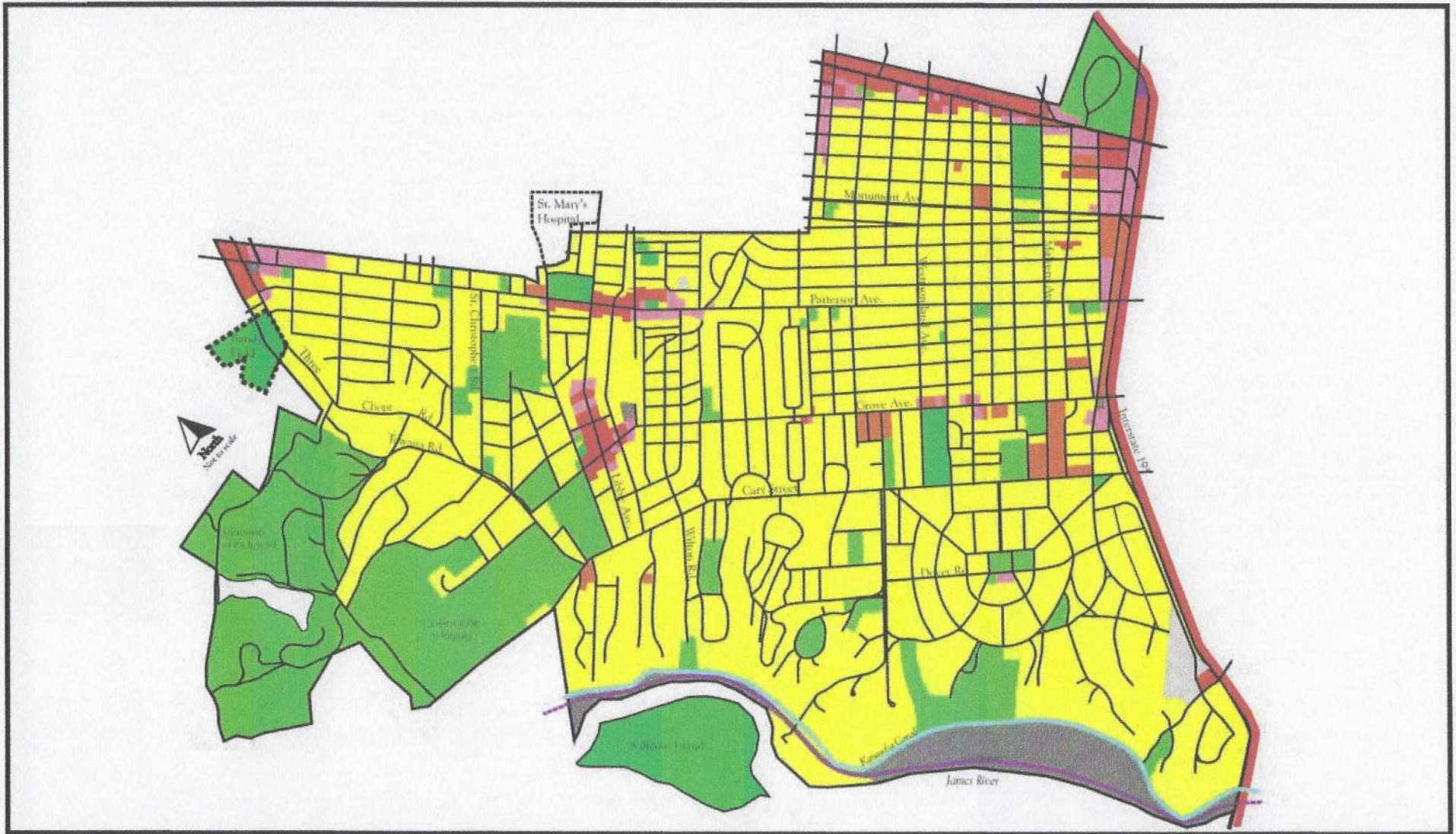












FAR WEST
PLANNING DISTRICT

**Land Use Patterns and
Development Trends**

General Description

The Far West Planning District extends from the James River on the south and Interstate 195 on the east, to the City limits to the north and west. The District is almost exclusively single family residential both in character and in land use. Some of the City's finest homes are located off of Cary Street Road, near the James River in the Windsor Farms and Lockgreen neighborhoods. Windsor Farms in particular is distinguished by a large collection of architecturally significant homes, many of which are excellent examples of 20th century neo-classical architecture. Elsewhere, well-constructed, well-maintained homes and abundant landscaping characterize District neighborhoods. The campuses of the University of Richmond, St. Catherine's and St. Christopher's Schools, the Country Club of Virginia, and the large number of mature street trees contribute to a park-like atmosphere throughout the District. The few multi-family residential structures scattered throughout the District are well maintained, and are in keeping with the character of surrounding neighborhoods. There are four clusters of intense commercial activity at Libbie and Grove Avenues, Libbie and



- | | |
|---|--|
|  Single-Family Residential |  Trans. / Utilities |
|  Multi-Family Residential |  Office |
|  Vacant Land |  Commercial |
|  Public |  Light Industrial |
|  Institutional/Semi-public |  Industrial |



RICHMOND
 Department of Community Development
 Division of Comprehensive Planning
 November 2000

Far West Planning District

Existing Land Use



Patterson Avenues, Three Chopt Road and Patterson Avenue, and along West Broad Street which defines much of the northern boundary of the District. Each of these four areas contains businesses that attract clientele from throughout the City and region. While the Broad Street and the Three Chopt and Patterson commercial areas are designed to attract high-volume motor traffic, the Libbie and Grove and, to a lesser extent, the Libbie and Patterson areas feature more pedestrian-scaled environments. Two small neighborhood commercial areas exist in the District, one in the 4900 block of Grove Avenue at

Lexington Street and the other along Lafayette Street between West Franklin and Wythe Streets. Because the District is almost entirely developed, ongoing demands for more office and retail commercial space within an area largely devoted to residential uses will continue to lead to land use conflicts in the future.

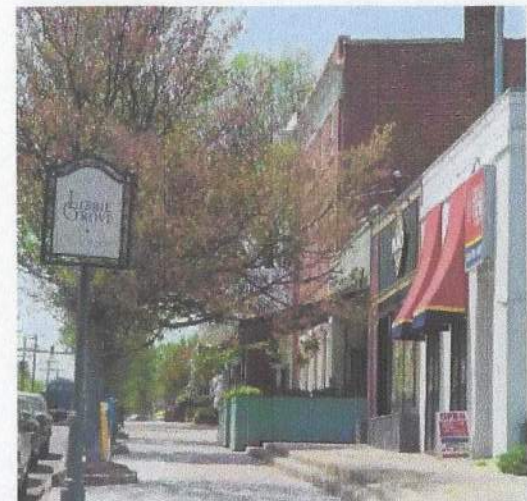
With the exception of a small parcel on Hamilton Street, north of Broad Street, the Far West Plan-

ning District contains no industrial land. Most of the undeveloped land in the District is held by major institutions such as the Country Club of Virginia or the University of Richmond, or is limited to small residential infill sites. There are very few opportunities for new development without replacing an existing use.

Changes in Land Use Since 1983

The overall land use patterns for the District have not changed since the 1983 Master Plan was adopted. Single family residential uses still predominate, with commercial centers remaining relatively

unchanged. Both the Libbie-Grove and the Libbie Patterson areas have experienced some growth, expanding along Granite Avenue and Patterson Avenue respectively. Small neighborhood-oriented commercial areas at Grove Avenue and Lexington Street, and along Lafayette Street between West Franklin and Wythe Streets, are much the same as they were at the time of the 1983 Plan. Recommendations at that time called for no expansions of any of the above areas; these recommendations have, for the most part, been followed. There has been no perceptible change in the number of multi-family residential units within the district; their presence continues to be in harmony with, and subordinate to, the predominant single family residential use.

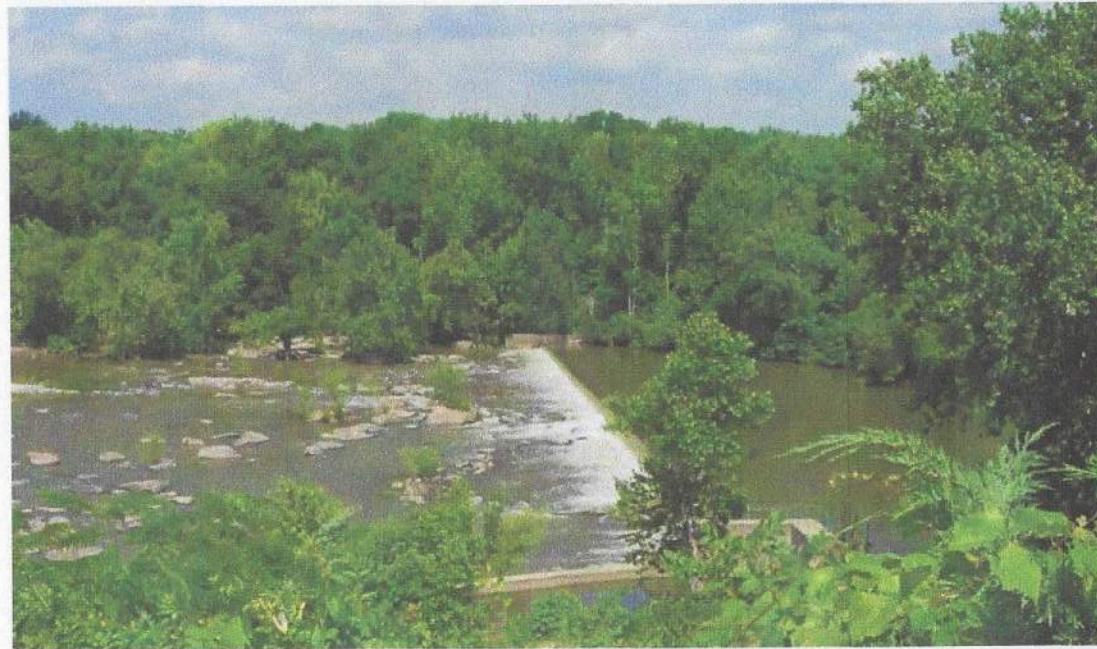


Environmental Constraints Affecting Land Use

Although almost entirely developed, primarily with residential uses, the Far West District will continue to experience subtle changes in land uses. Unlike the early part of the 1900's (when most of the development occurred), development and land use today must be respectful of both the natural and man-made environments. This respect is both desirable to the community at large and in many instances controlled by law or regulation. The District, however, has few natural features (aside from the James River) subject to regulatory control. Limitations on land use and development in the Far West District are more likely to result from community desires to protect and enhance particular aspects of the natural environment, rather than from regulatory mandate.

The James River, which forms the southern edge of the Far West District, provides the drinking water supply for the City and much of the region. The entire section of the River that flows through the City has been designated as a State Scenic River by the General Assembly. The approximately two-and-one-half mile section of the James River that falls within the boundaries of the Far West Planning District offers some of the City's most spectacular views of the river.

The James River and Westham Creek (the only tributary stream to the James in the



District) fall under the jurisdiction of the Chesapeake Bay Preservation Act. The Act designates sensitive areas adjacent to these and other water bodies, limiting development and/or requiring specific development performance standards to protect both property and water quality. Steep slopes along the edge of the James River also limit development; however, there is no regulatory mechanism to protect the aesthetic visibility either of the James River or areas adjacent to it.

The land use history in the District provides no indication of past uses that would generate environmental concerns inhibiting

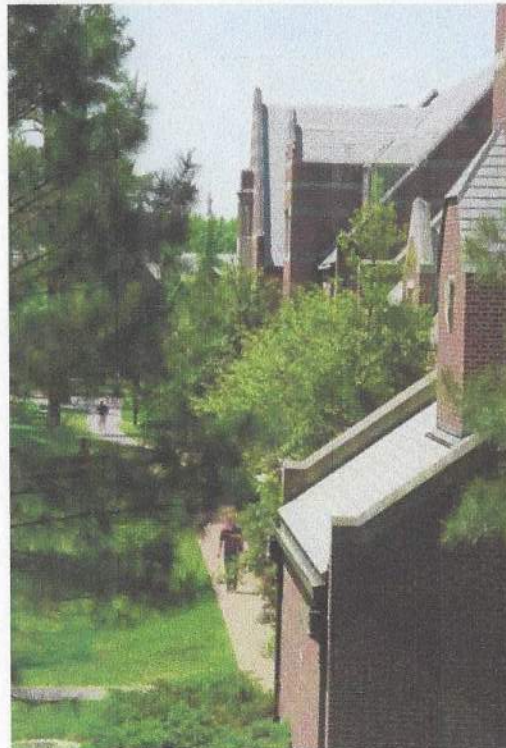
future use of those sites. The one exception is the vacant land at the intersection of Douglasdale Road and Portland Place. The ability to develop much of this site is severely limited because of its past use as a landfill. No other sites with similar constraints on development have been identified in the District.

Far West

Significant Issues

The following have significant implications for future development and for the overall quality of life for District residents:

- **Limited opportunity for commercial development.**
There is significant demand, but limited opportunity, for further commercial development. Facilitating the expansion of existing commercial centers would have a negative impact on adjacent residential neighborhoods.
- **Commercial development on Broad Street and Staples Mill Road.**
Commercial development and activities on Broad Street and Staples Mill Road have a tendency to negatively impact adjacent residential neighborhoods with encroaching traffic, parking demand, and noise.
- **Traffic congestion on Three Chopt Road and Cary Street.**
Vehicular congestion (particularly during peak periods) on Three Chopt Road and Cary Street Road cannot be easily remedied without providing additional capacity through a traditional approach of road widening.
- **St. Mary's Hospital.**
St. Mary's Hospital development and expansion will have potentially negative impacts on adjacent neighborhoods in the City, particularly with regard to traffic and demand for parking.



- **Expansion of St. Christopher's School.**
The potential expansion of St. Christopher's School could encroach into adjacent neighborhoods and generate an adverse amount of vehicular traffic.
- **Lack of public open space.**
Despite the abundance of open space affiliated with private schools, churches, and private associations,

there is an inadequate amount of public open space, and limited opportunities to provide more.

- **Vacant land at Portland and Douglasdale Road.**
Vacant land at Portland Place and Douglasdale Road is environmentally unsuitable for future development, despite its advantageous location.
- **Limited public access to the James River.**
Public access to the James River is very limited within the District, even though this part of the river offers some of its most scenic views.

Land Use Plan

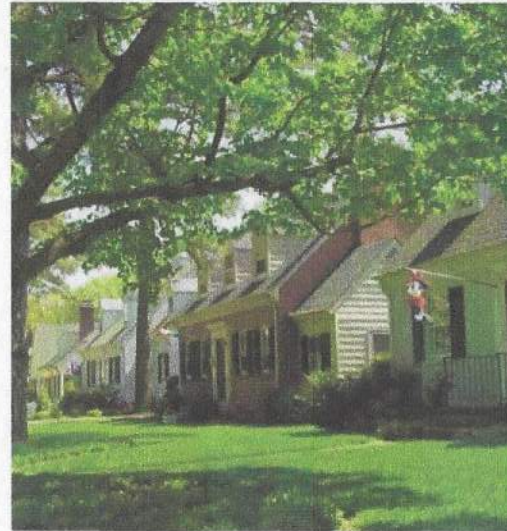
Overview

The Land Use Plan for the Far West District envisions virtually no change from what currently exists. The Land Use Plan maintains the existing development pattern in the District, with the expectation that single family residential development will continue to be the predominant and most appropriate land use. Commercial and office development is focused along the major corridors, particularly Broad Street and portions of Hamilton Street. The Land Use Plan also identifies three other commercial centers, and establishes the policy that, with few exceptions, no further development or encroachment of commercial or office uses into the residential neighborhoods is appropriate. Office uses are generally the preferred land use as a transition between established neighborhoods and concentrations of commercial activity.

Opportunities for redevelopment or change in use in the Far West District are extremely limited. Exceptions include the former land fill site at Portland Place, providing an opportunity for recreational use or open space and limited infill development opportunities elsewhere.

Guiding Land Use Principles

The following general land use principles reflect the status of existing conditions and attempt to predict major challenges and



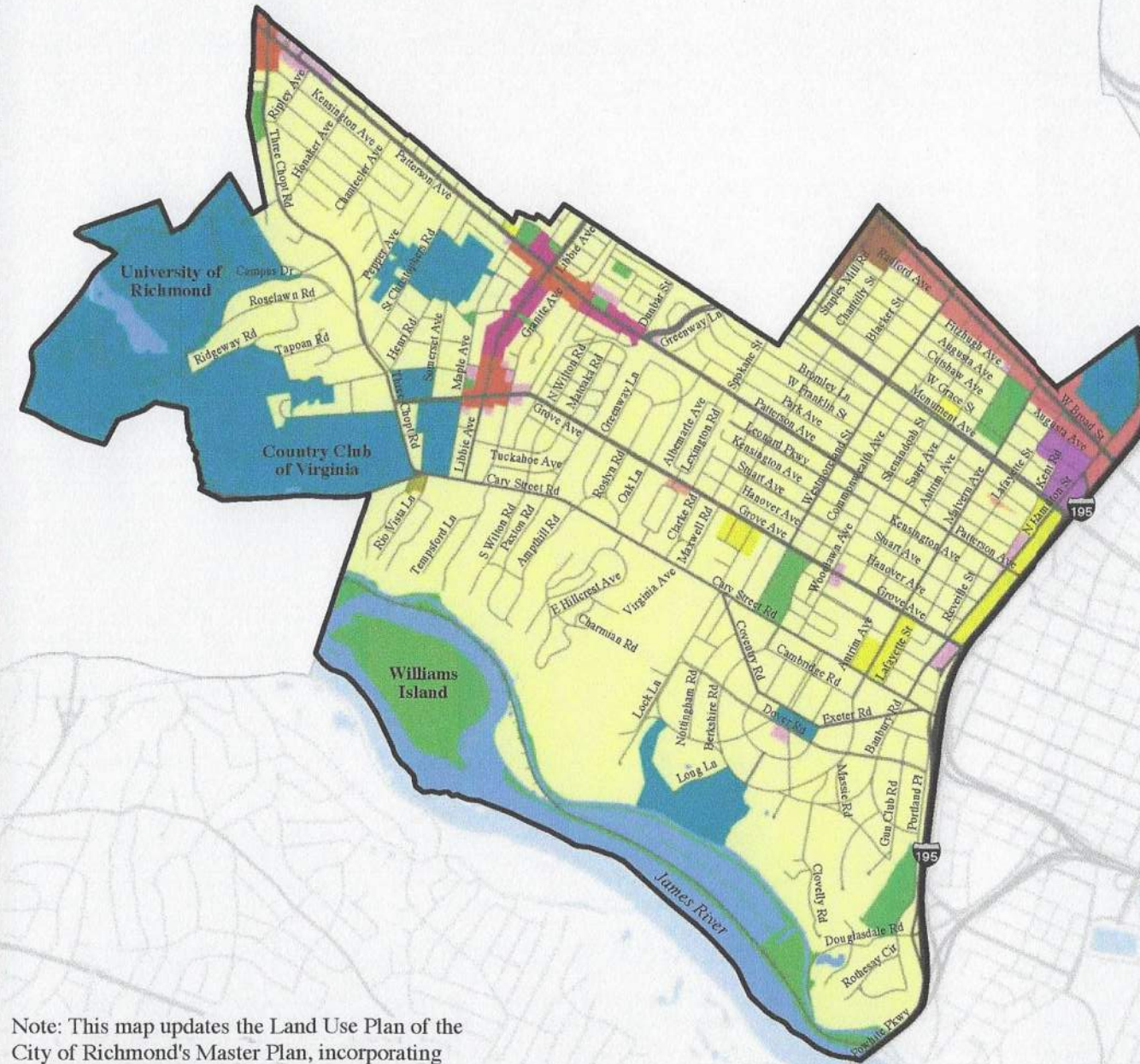
development pressures that may come to pass within the Far West District. They serve as the general foundation for more specific land use policies and strategies that follow.

- Most of the land uses that currently exist within the District are correct and appropriate.
- The predominant residential character of the District should be kept intact.
- Appropriate infill development (where possible) should be of similar density and use to what currently exists in the surrounding area.
- No University of Richmond expansion should occur outside the current campus boundaries.
- Residential areas should be protected from further commercial encroachment.
- Broad Street, from I-95 to the City limits, should remain a commercial (primarily retail) corridor.
- The Broad Street commercial corridor should not be allowed to encroach into adjacent neighborhoods.
- The commercial area south of Broad Street, along Staples Mill Road, should not be allowed to encroach into adjacent residential neighborhoods to the east.
- Future development of Cary Street west of the Downtown Expressway should remain exclusively residential in character and use.
- Expansion of commercial areas should not be allowed if resulting redevelopment or site expansions adversely impact surrounding residential uses.
- Broad Street commercial corridor uses should not include those inappropriate to the area or in direct conflict with other existing uses.
- Further commercial development within the District should occur within the Libbie/Grove, Libbie/Patterson, and Patterson/Three Chopt Service Centers and along the Broad Street commercial corridor as described on the Land Use Plan map. The vitality of the commercial Service Centers at Libbie/

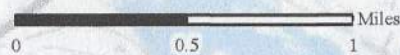
Far West Planning District

Land Use Plan

-  Single-Family (Low Density)
-  Single-Family (Medium Density)
-  Multi-Family (Medium Density)
-  Multi-Family (High Density)
-  Community Commercial
-  Neighborhood Commercial
-  General Commercial
-  Mixed Use
-  Transitional Office
-  Institutional
-  Public & Open Space
-  Corridor Mixed-Use
-  Nodal Mixed-Use
-  Transitional



Note: This map updates the Land Use Plan of the City of Richmond's Master Plan, incorporating amendments to the Master Plan since its original adoption in 2000, including new land use categories derived from the Downtown Plan (2008), and the Pulse Corridor Plan (2017).



**Department of Planning
& Development Review**

Created November 2000
Updated September 2017

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Far West

Grove, Libbie/ Patterson, and Patterson/Three Chopt should be maintained by placing limitations on the extent and character of expansions to those areas.

Land Use Policies and Strategies

The following land use policies and strategies are designed to address the significant issues. These policies and strategies also take the District's guiding land use principles into account in their formulation.

- **Neighborhood Commercial**

Neighborhood commercial uses as shown on the Land Use Plan map should be limited to uses that provide direct retail or services generally used by the immediate surrounding neighborhood and are not intended to draw from a broader market. Such uses would include convenience grocery stores, laundromat and dry cleaners, and some service stations. Such areas in the Far West District include Grove at Lexington Avenue, and Lafayette Street between Wythe Avenue and Franklin Street. The extent of these uses should not be allowed to expand beyond the existing boundaries as generally shown on the Land Use Plan map. Isolated neighborhood commercial uses not specifically identified on the Land Use Plan map are not appropriate and, where currently existing, should be phased out over time.



- **Expanding the Libbie/Grove and Libbie/Patterson Service Areas¹**
Although historically Grove and Patterson were separate shopping districts, there is an accelerating positive trend that will eventually join these into one shopping district. Development and zoning conversions are bringing more and more commercial and office uses to Libbie, between Grove and Patterson. This evolution of the three streets into one town center for Westhampton will be important to the future vitality of all the business on each of these streets.

Expansion of the Libbie/Grove Service Center should occur north on those parcels that front Libbie Avenue to Kensington Avenue as shown on the Land Use Plan map. As shown on the amended Land Use Plan, mixed use development is appropriate for these parcels, and an Urban Business District classification is the recommended zoning classification for this area. No new non-residential development should be allowed to expand into the residential neighborhoods east or west along Grove Avenue or along Libbie Avenue, beyond the boundaries shown on the Land Use Plan map.

¹ Patterson/Libbie/Grove Master Plan Amendment, Ord. 2012-8-15, adopted March 28, 2011

Expansion of the Libbie/Patterson Service Center should occur east and south on those parcels that front Patterson Avenue from Westview Avenue to Dunbar Street as shown on the Land Use Plan map. As shown on the amended Land Use Plan, mixed use development is appropriate for these parcels, and an Urban Business District classification is the recommended zoning district for this area. As shown on the Land Use Plan map, there should be no other expansion of non-residential uses into the residential neighborhood.

The West End Branch of the Richmond Public Library should be considered a key destination point for the Libbie/Patterson Service Center. Renovation and/or expansion of the library should be an integral piece of the redevelopment of the area.

New development and redevelopment within these mixed-use areas should:

- be a range of residential and commercial uses;
 - be a mix of pedestrian and vehicular scales;
 - be between two (2) and three (3) stories in height;
 - have setbacks that match the existing development pattern or be adjacent to the sidewalk; and
 - have parking located to the rear of the building with opportunities for shared parking with adjacent development.
- for the parcels fronting the west side of

Libbie Avenue north of Guthrie Avenue to Kensington Avenue, the mix of uses should be predominantly residential and provide adequate screening and buffering between the adjacent residential properties to the west.

Existing Public and Open Space, as shown on the Master Plan Land Use Recommendation map, should be maintained.

A pocket park on Libbie is proposed, which should not be a strictly passive space, but be one of the attractions that draw pedestrians along Libbie.

• **Parking and Transportation Improvements for the Libbie/Grove and Libbie/Patterson Service Areas¹**

Libbie and Patterson need a thorough re-thinking as “complete streets” that serve pedestrians, school children, the elderly, and cyclists, and that reinforce neighborhood connections. It is imperative that decisions be made now to create a dynamic and coherent system of public spaces and walkable streets that will contribute to the neighborhood’s quality of life, now and for future generations.

A redesign of these streets, as shown on the following graphic, should at least explore all of the following:

- Wider sidewalks
- Landscaped medians
- Landscaping that promotes the sense

of place

- Bike lanes, preferably buffered
- Generous crosswalks at major intersections, with curb extensions (bump-outs)
- Trees and other shading devices
- Higher level of amenities for pedestrians, including better sidewalks, lighting, seating, and way-finding
- Redesign of the Patterson and Libbie intersection, which is one of the big obstacles to Patterson becoming better connected to the rest of the district
- Gateway treatments at key places should mark entrances to the Grove-Libbie-Patterson shopping district



Far West

The attractive tree-lined streetscape of the neighborhood streets and sidewalks needs to be continuous all the way to the arterials to help break up the monotonous concrete environment of Patterson. Bringing the typical streetscape, with trees and good sidewalks, all the way to Patterson will be part of the strategy to signal to drivers that they are driving through a neighborhood place, making the corridor more attractive, and helping reduce traffic speeds. It will also encourage walkability and connectivity.

Traffic and parking impact analysis should be provided for new development and redevelopment proposals. Potential transportation and parking impacts should be mitigated if warranted.

In addition, a parking study and a traffic study are recommended for the Patterson/Libbie/Grove area to better understand where parking is undersupplied and whether this is more because of parking supply or parking management (enforcement of parking violations, directional signage, etc.) and should be completed within two years. Recommendations from these studies will be reviewed and those deemed necessary may be included as an Amendment to the Master Plan.

Funding for these studies should be explored through the City's budget process. Private funding may also be available through the creation of a Business Improvement District or the creation of a Special Assessment District.

● **Implementation of Recommendations¹**

The initial task of implementing the above recommendations should be a zoning analysis to determine the appropriate classifications for each property. If no appropriate zoning classification exists for the area, a new district should be created specifically to encourage the desired type of development. Business and property owners, as well as residents, will be invited to engage in this study.

In addition, the creation of an Urban Design Overlay District should be considered by the property owners, with the purpose of:

- protecting existing architectural massing, composition and styles as well as neighborhood scale and character;
- compatibility of new construction and structural alterations with the existing scale and character of surrounding properties; and
- preservation of streetscapes, open spaces and natural features.

¹ Patterson/Libbie/Grove Master Plan Amendment, Ord. 2012-8-15, adopted March 28, 2011



- **Patterson/Three Chopt Service Center.**
Expansions to the Patterson/Three Chopt Service Center should not be allowed, as the resulting encroachment of commercial uses into adjacent single family residential neighborhoods would adversely affect the quality of life for residents of these areas.
- **Mixed use developments at Broad and Hamilton Streets.**
The 26-acre parcel of land at the intersection of Broad and Hamilton Streets occupied by United Methodist Family Services provides an opportunity for significantly more development than that which is currently on the site. This location is identified on the Land

Use Plan map as mixed use. Appropriate uses could include additional housing at medium to high densities, expansion of existing institutional uses such as a school, or offices and some opportunity for retail along Broad Street.

- **Transitional buffers.¹**
The use of transitional buffers, such as on-site landscaping buffers, between commercial, mixed uses and residential neighborhoods should be increased. Areas that would greatly benefit include the neighborhoods surrounding the West Broad Street and Staples Mill commercial corridors, Libbie Avenue between Grove Avenue and Patterson Avenue, and Patterson Avenue between Willow Lawn Drive and Maple Avenue.

- **St. Mary's Hospital.**
Any expansion of St. Mary's Hospital and its related facilities, including parking, into City residential neighborhoods to the south should not be allowed.
- **St. Christopher's School.**
Currently, the campus of St. Christopher's School is defined by a set of somewhat irregular boundaries: Pepper Avenue and St. Christopher's Road to the west, Henri Road to the north (and the residential uses fronting Henri Road and Maple Avenue), Wesley and Ferguson Roads to the south, and the backs of residential uses fronting Maple Avenue to the east. Any future expansions to the campus should be confined within these boundaries, as shown on the Land Use Plan map. Expansion should not be allowed to adversely impact the surrounding residential neighborhoods.
- **St. Catherine's School.**
Expansion of St. Catherine's School should be limited to the ongoing acquisition of isolated single family residential properties along the north side of Grove Avenue. Property acquisitions along this section of Grove Avenue should not result in a change to the existing land use.
- **The Country Club of Virginia**
No expansions should be allowed to the existing campus of the Country

Far West

Club of Virginia, as such expansions would result in a negative impact to the surrounding residential neighborhoods.

- **Parks and Recreation.**

The Land Use Plan map also reflects those elements of the recreation and parks plan as they relate to land use. The Plan recognizes the existing City parks in the Far West District and also identifies lands appropriate for City park system expansion. Park expansion recommendations are as follows:

- ❑ Bandy Field should be maintained as a passive recreational space within the City's Park system.
- ❑ Vacant land immediately to the west of Portland Place and east of the Windsor Farms subdivision should be used as public open space. This land has very limited development potential due to environmental constraints. Once the site of a landfill, this parcel is appropriate only for passive recreation uses, pending thorough environmental analysis.
- ❑ Physical improvements to the City's Water Filtration Plant at the southern terminus of Douglasdale Road should incorporate a public access point to the James River, in order to address the lack of public access to the James River within the District.
- ❑ Williams Island should be added to the James River Park System. It

should be maintained in its natural state, with no active recreational uses.

- **Transportation.**

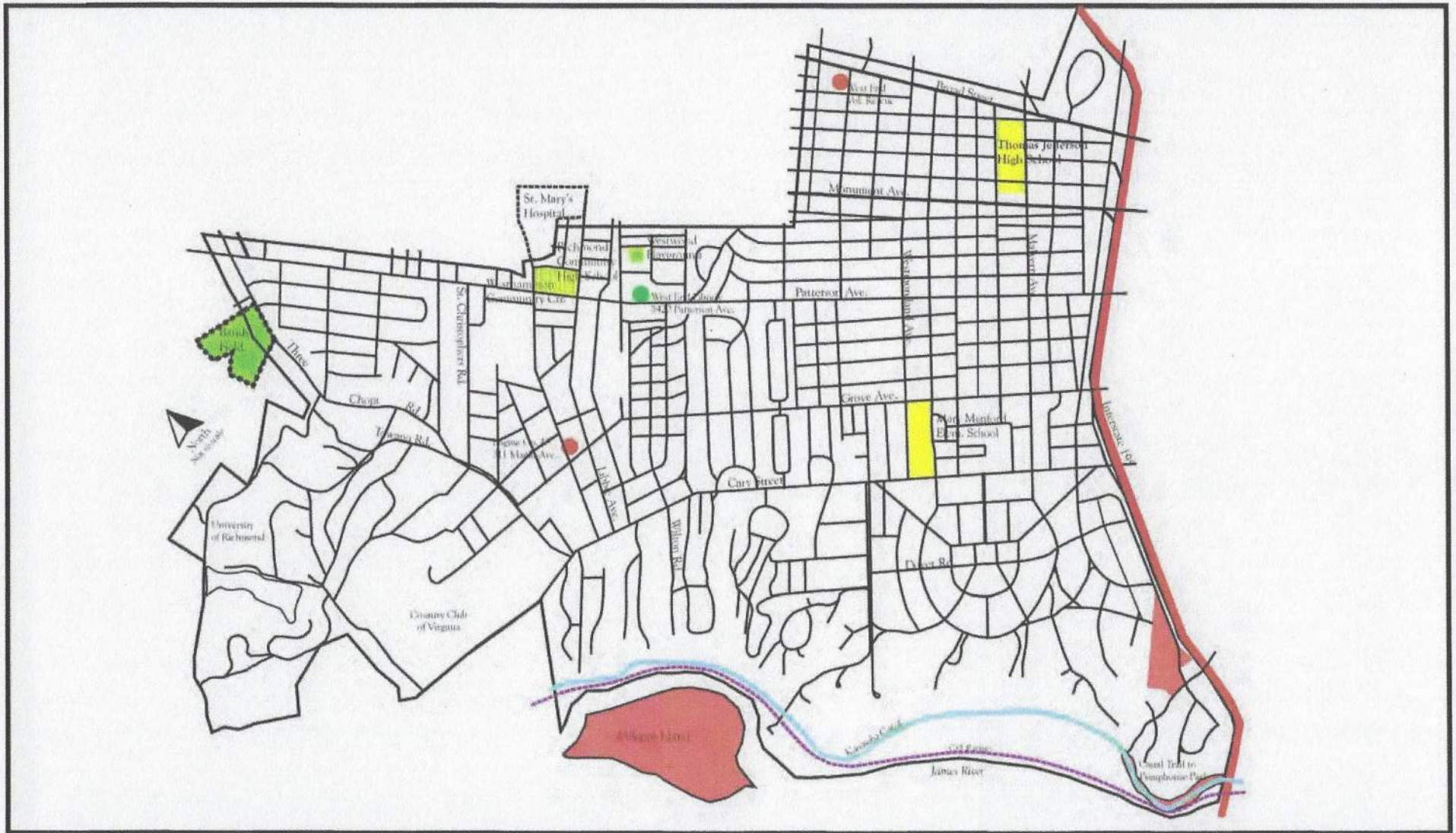
The Land Use Plan map also reflects those elements of the transportation plan that relate to land use. The following key transportation recommendations are worth noting, insofar as they have significant impacts on land use within the District.

- ❑ Any planned improvements to the Huguenot Bridge should not include the additional lanes on the bridge or widening of the roads leading up to it.
- ❑ Improvements within the existing right-of-way at the intersection of

Three Chopt Road and Patterson Avenue are recommended to enhance traffic efficiency.

- ❑ The development of left turn lanes at Three Chopt Road and Towana Road and Three Chopt and Grove Avenue with the existing right-of-ways are recommended to enhance traffic efficiency and to minimize traffic back-ups during peak commuter hours.
- ❑ The development of left turn lanes and median landscaping along Broad Street from I-195 to Staples Mill Road is recommended to enhance traffic flow and improve the streetscape.
- ❑ Designated bike routes along Grove, Willow Lawn Drive, and





- Fire/Rescue
- Public Libraries
- Public Schools
- Public Parks
- ▨ School/Community Facility
- Proposed Public Parks










Far West Planning District

Parks & Recreation Areas
Schools & Public Facilities



Richmond
Department of Community Development
Division of Comprehensive Planning
November 2000



- | | |
|---|--|
|  Bike Routes |  Light Rail Transit |
|  New Roadway Segments |  Light Rail Conceptual Routes |
|  Operating Improvements |  Regional Commuter Rail/
High Speed Rail |
|  Additional Travel Lanes |  Interchange Improvements |
|  Express Bus Service | |

Far West Planning District

Transportation and
Roadway Improvements



RICHMOND
Department of Community Development
Division of Comprehensive Planning
November 2000

Patterson Avenues, St. Christopher's Road, Towana Road and across the Huguenot Bridge are recommended to provide safe travel for commuter and recreational bicycle travel. (signage, bicycle lane street striping, etc.)

- Strategies intended to mitigate the negative impacts of traffic congestion along Cary Street Road and Three Chopt Road should not include widening either of these two arterial streets. This would be highly disruptive and detrimental to the surrounding neighborhoods. Improvements to Cary Street Road and Three Chopt Road should be designed to have minimal impact on the sensitive residential character of the area. Any improvements to these roads must consider the current character of these historic roadways. The use of strategically placed left turn lanes and more coordinated traffic signalization should be considered.
- Roads have been identified on the Transportation and Roadway Improvements Map as potential bikeways. Development for a comprehensive bike routing system should include plans for the long-term maintenance of bicycle route designators.

Ebinger, Matthew J. - PDR

From: Julie Phillips Drechsler [jrp8m@yahoo.com]
Sent: Monday, June 11, 2018 9:26 PM
To: Ebinger, Matthew J. - PDR
Subject: Bon Secours vote - more public record input
Attachments: Westhampton_FinalReport_020718_finalreport.pdf

Hi Matthew,

Another important factor in the Bon Secours vote should be neighborhood feedback. The neighbors have been vocal and engaged over the last few years about changes in the area. Almost all are supportive of revitalization and responsible development done in an informed manner and with appropriate due diligence of process. However, ALL of the surrounding civic groups have written in opposition of the Bon Secours B7 proposal, along with Historic Richmond and Save Libbie & Grove. To that end, I've attached the following item for inclusion in the public record related to the upcoming B7 vote:

1 - Westhampton Public Input Workshop Report from February 2018, created by Storefront for Community Design. Over 130 people participated and this effort was sponsored jointly by the Westhampton Citizens Association (WCA) and Westhampton Merchants Association (WMA). Two most relevant areas of interest from the outcome:

a. page 6 - "Many participants left comments about their feeling of powerlessness to the changes coming to Westhampton - these comments could be found posted at each workshop station. While they participated in this workshop, these neighbors have a general skepticism of community engagement and don't believe that anyone will actually listen to their perspectives. **This is a large challenge, and a point of tension that should not be overlooked.** Through email comments, Storefront staff received many well documented opinions directly related to life from resident's front porches relative to issues of traffic, parking, safety and quality of life. It is our hope, that as a parking study is conducted in Westhampton, the comments in this document can provide some insight and needed specificity to localized issues of concern. "

b. page 29 - While results show that the majority of respondents DO support some level of redevelopment at the Westhampton School site, "multiple stakeholders voiced concern about the future of the Westhampton School site in the general comment section of the workshop, **reiterated enforcing the building height, and asked for parking and traffic issues to be solved. Participants felt frustrated at the lack of transparency from Bon Secours** in how they are deciding what will take place on the site after the initially proposed nursing school was rescinded as the stated use. "

Please note that the appendix of the Storefront report also includes attachments regarding the historical significance of the Westwood community in City race relations, and past attempts by our government to further disenfranchise this surrounding historically black community.

Please require Bon Secours to pursue an SUP for the school site in a transparent manner, and forego the inclusion of their campus expansion plans in such a broad request.

Thanks!
Julie



Storefront for Community Design

DOWNTOWN
205 E. Broad Street, Richmond, VA, 23219
hello@storefrontrichmond.org
804.322.9556

Westhampton Public Input Workshop Report

Workshop—November 18, 2017

Draft Report—January 23, 2018

Final Report—February 7th, 2018

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- 3** MASTER PLAN EDITING
- 4** NEIGHBORHOOD ASSETS AND ISSUES
- 5** LIBBIE, GROVE, PATTERSON
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- 7** PARKING AND TRAFFIC
- 8** GENERAL COMMENTS
- 9** CONCLUSIONS
- 10** APPENDIX

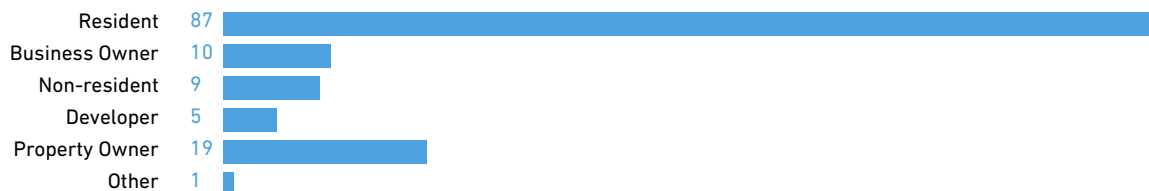


Westhampton neighborhood map showing boundaries and major streets

1 OVERVIEW

Storefront for Community Design was contracted by the Westhampton Citizens Association, Westhampton Merchants Association and Councilperson Addison's office to gather public input from those who live, work, shop and play in the Westhampton neighborhood in the City of Richmond. The purpose of soliciting feedback was to create a report that would assist the community in preparing for "Richmond 300: A Guide for Growth", the City of Richmond's official master plan update commencing in 2018. Through five preparatory meetings with groups from the community and the Office of Planning and Development Review, Storefront designed an open workshop process, which was held on November 18, 2017 at the West End Public Library on Patterson Avenue between the hours of 9am and 5pm. Community members were also invited to send comments directly to Storefront staff from November 18th through December 1st at 5pm including general comments, images of problem areas, research they had completed, and their personal perspectives on neighborhood life.

Participants on November 18th, 2017
Total 131



THE WORKSHOP

An open workshop structure allowed interested participants to stop by the library at any point during the day to provide their feedback to different prompts and share their opinions, aspirations and concerns in a public forum. Participants were asked to sign in with their address, and select the category that best described their relation to the community (see key). Based on their selection participants were given a set of post-it notes and dots to use in the workshop. Participants were asked to follow the prompts posted around the community room in the library and register their thoughts, participants could respond to prompts in the order of their choosing and spend as much or as little time as they liked or had available. Some participants stayed for hours, while others were present for ten minutes. On average, participants took twenty minutes to register their opinions.



This key categorizes participant's relationship to the community.

1 OVERVIEW

The workshop was made up of nine stations: 2001 Master Plan Editing, Neighborhood Assets and Issues, Neighborhood Map, Connecting the Avenues - Libbie, Libbie and Grove, Libbie and Patterson, Streetscape and Signage, Parking and Traffic, and General Questions and Comments (including a prompt about the Westhampton School Site). Participants used their dots to register agreement with prompts, and also to register agreement with other comments made by their fellow participants.

In total, 131 people participated in the open workshop throughout the day with residents making up the majority (66%) of those present. Every comment left on a post-it note for the workshop has been transcribed and is included in a table in the appendix of this document. Forty-one individuals also emailed comments, documents and images to Storefront staff following the workshop which can also be found in the appendix.



Pre-workshop set up showing the nine different stations.

2 INTRODUCTION

Citizens of the Westhampton community are engaged and have organized to suit their interests as their neighborhood grows and changes. In order to best prepare for the “Richmond 300: A Guide for Growth” update of the City of Richmond’s Master Plan we will first point out some of the tensions we heard through the workshop process.

TENSIONS EMERGENT FROM WORKSHOP

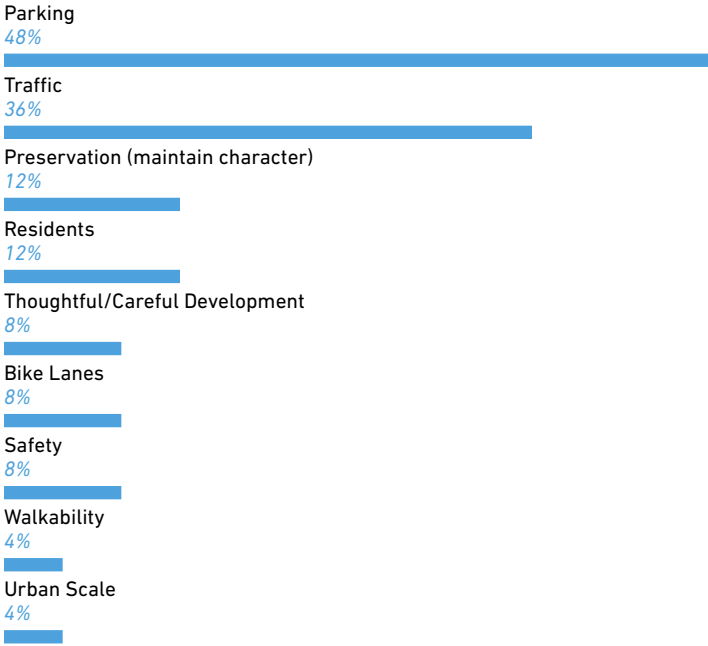
1. Development/Developers

General tension exists regarding the ongoing development of the commercial areas of the neighborhood, with the most commentary regarding Libbie and Grove, followed by Libbie Avenue, and then Libbie and Patterson. The frustration with the way these areas have been developed, highlighted by the organizing and petition to “Save Libbie and Grove” is that Special Use Permits (SUPs) have become the most common tool for development. Resident frustration with the SUP process over the past decade has led to a lingering distrust between some residents and anyone proposing development projects in the commercial areas of the community that fall outside of current zoning requirements.

2. History/Legacy

Members of the Westwood community, were surprised to see no mention of their 1874 neighborhood, one of the few African American communities in Richmond to successfully stave off the demolition brought during urban renewal to places like Fulton and Jackson Ward, anywhere in the 2001 Master Plan, or related background information “Where are we in any of these documents?” one participant asked facilitators as she made her way through the workshop noting that planning decisions of the past had sought to remove her community from the map and replace it with a park (archival newspaper articles and research about Westwood are included in the appendix for reference).

As Westhampton prepares for the Richmond 300 Master Planning Process the MOST IMPORTANT issue we should focused on is...



(Percentages are determined by the number of mentions/total number of responses. Responses were short answer written responses.)

1 INTRODUCTION

History also plays a role in land use and development as seen with the look, layout and feel of the commercial areas of the neighborhood. Grove was developed around the street car, Patterson was developed around the automobile, their designs, setbacks, and parking issues stem from who they were developed to serve and these considerations, mentioned in the 2001 Master Plan, were highlighted as points of importance by participants.

3. Businesses/Residents

A general tension exists, though not all encompassing, between businesses and their needs and the surrounding residents who tended to respond more broadly to the commercial areas of the community in terms of the way they 'feel.' Residents understand that business owners must have certain amenities available to them to be successful like parking, signage, and sidewalk access for business purposes. Businesses understand that residents, most of whom are their customers, enjoy a certain village or small town feel to the scale of their community, and appreciate less time spent in traffic along the commercial streets. In general, they've all decided to be in Westhampton for similar reasons - they like and care about the neighborhood. Tension arises when issues of parking and traffic are mentioned with regard to who should foot the bill for the solution and/or what types of restrictions could be placed on businesses/their customers.

4. Value of Local Knowledge

Many participants left comments about their feeling of powerlessness to the changes coming to Westhampton - these comments could be found posted at each workshop station. While they participated in this workshop, these neighbors have a general skepticism of community engagement and don't believe that anyone will actually listen to their perspectives. This is a large challenge, and a point of tension that should not be overlooked. Through email comments, Storefront staff received many well documented opinions directly related to life from resident's front porches relative to issues of traffic, parking, safety and quality of life. It is our hope, that as a parking study is conducted in Westhampton, the comments in this document can provide some insight and needed specificity to localized issues of concern.

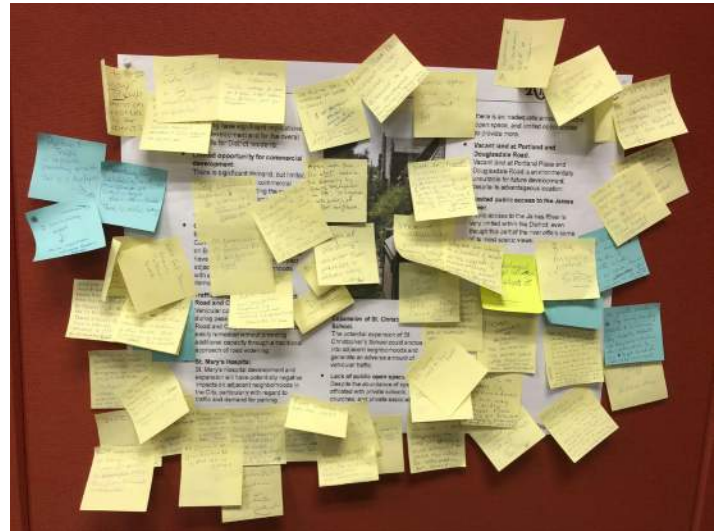
These points of tension noted, this report highlights the feedback we received from participants at the November 18th workshop. The following sections relate directly to stations from the public input workshop and incorporate emailed comments as well.

3 2001 MASTER PLANNING EDITING

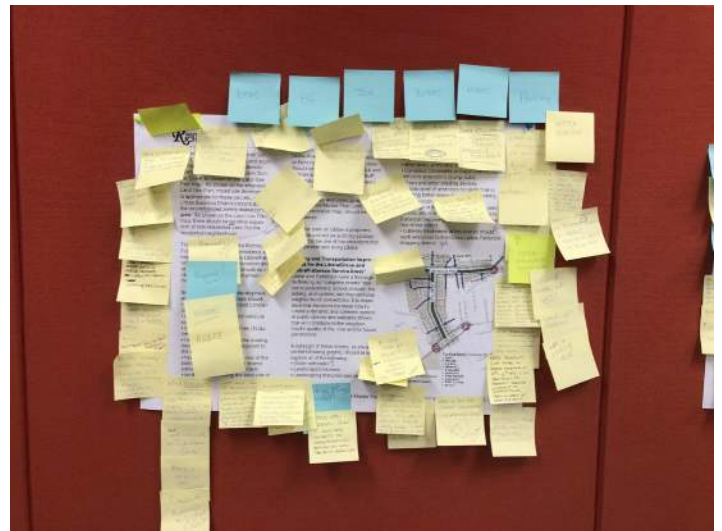
Our process began by acquainting participants with the existing 2001 Master Plan document for the City of Richmond. Each page of the “Far West” section of the master plan was posted on the wall and comments were posted by participants (every individual comment is available for view in the appendix).

Comments at this station are summarized here:

- Parking and traffic are the two most mentioned concerns.
 - Streets mentioned where traffic is worst are: Libbie, Patterson, Grove, Maple, Granite, Three Chopt, and Cary Street Road
 - Parking issues exist at Libbie and Grove, and Libbie and Patterson and extend into adjacent residential areas
 - Parking decks are suggested by multiple participants
- Protect the neighborhood character and village feel of the Westhampton commercial areas, specifically Libbie and Grove
- Enforce existing zoning and cut back on use of SUP process; don't rezone residential areas for commercial use
- Repair sidewalks on Libbie Avenue and provide safe places for pedestrians and bikers to make their way between and across the commercial areas.
 - Anti-bike commentary was equally prevalent including comments to ban biking altogether on certain roads (Cary, Three Chopt, Patterson) because it is too dangerous
 - Additional crosswalks on Libbie, Grove and Patterson were suggested
 - Safety of school children along busy streets is a concern



Post-It edits by residents (yellow), merchants (blue), and non-residents (green) on Commercial Development pages of the printed versions of the 2001 Master Planning document.

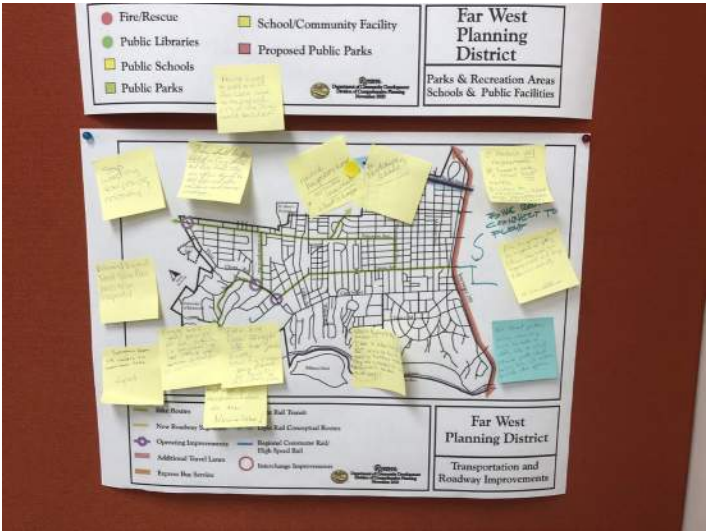


Post-It edits by residents (yellow), merchants (blue), and non-residents (green) on the Streets and Transportation pages of the printed 2001 Master Planning document.

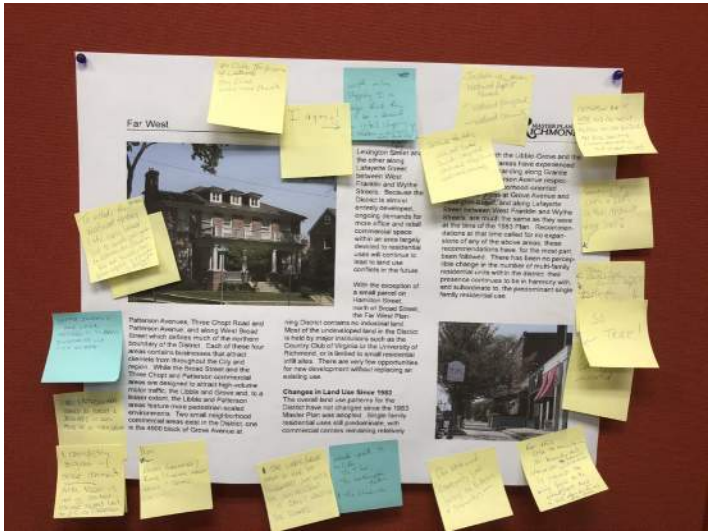


3 2001 MASTER PLANNING EDITING

- The lack of mention of the Westwood Community anywhere in document was echoed by six participants from that neighborhood
- Westhampton School Site and St. Mary's Hospital sections of plan drew many conflicting comments with no clear consensus emerging.
- Each time something in the existing plan was different than current or new development this was emphatically pointed out by participants, and led to underlying tension about the lack of importance of their input.



Post-It edits by residents (yellow), merchants (blue), and non-residents (green) on the Transportation and Roadway Improvement pages of the printed versions of the 2001 Master Planning document.



Post-It edits by residents (yellow), merchants (blue), and non-residents (green) on the Land Use Background pages of the printed versions of the 2001 Master Planning document.

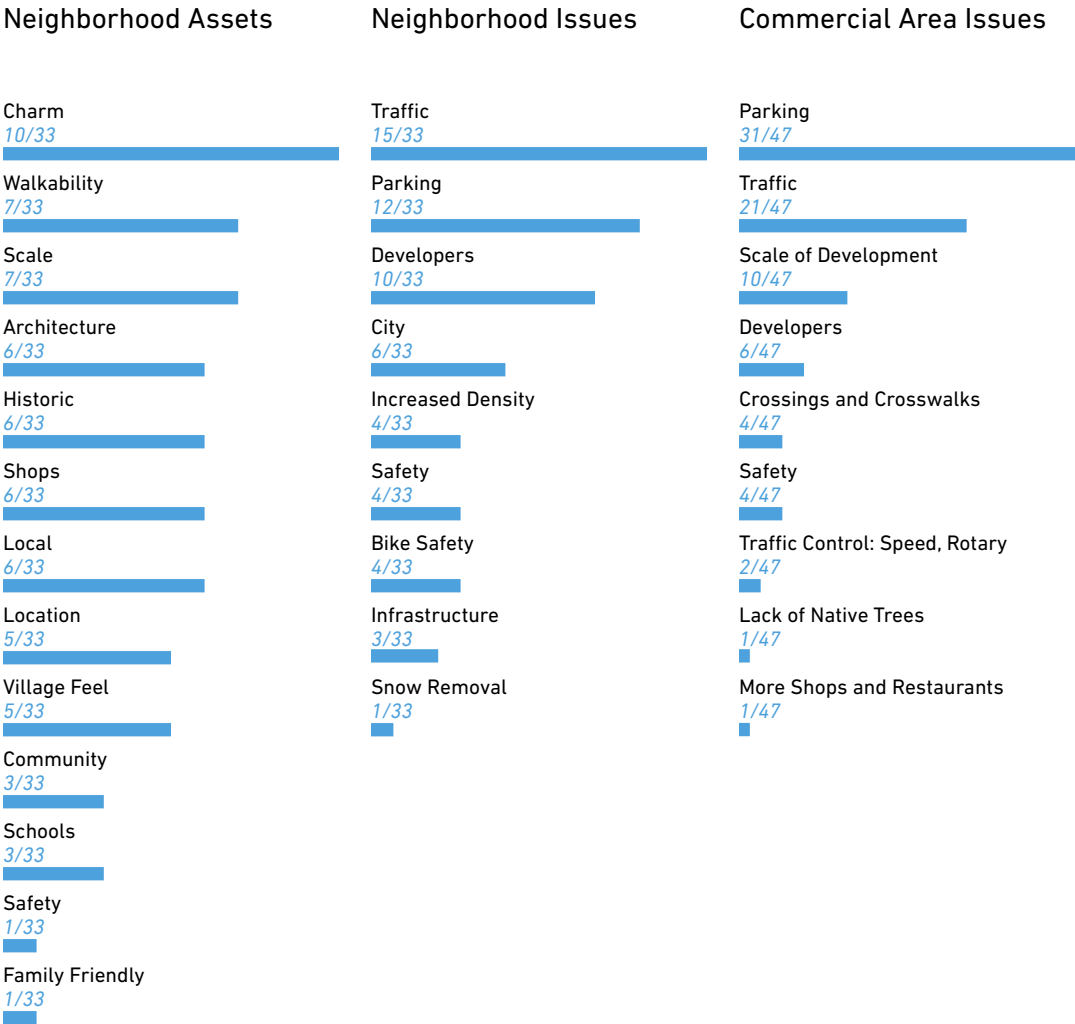
4 NEIGHBORHOOD ASSETS AND ISSUES

Residents and business owners alike enjoy the charm that exists in Westhampton. Descriptors about the village feel, the walkability, the local amenities and small businesses, and the lack of big box stores as seen in Short Pump, we're noted positive attributes of the neighborhood. As mentioned prior, the three largest concerns for participants are parking, traffic and the density/scale of future buildings in the commercial areas.

Participants were asked to define the three best assets of Westhampton. Then to define the three most important issues in the neighborhood and commercial areas.

These responses were calculated based on mentions of these key words (and their synonyms as determined by Storefront) over the number of responses.

This strategy has been used to compile community input throughout this report. Participants responded to most prompts with a short answer that was formatted in a write-in, annotation, or Post-It note.



5 LIBBIE, GROVE, AND PATTERSON AVENUES

Libbie, Grove and Patterson Avenues are the commercial center of the Westhampton Neighborhood. They comprise the bulk of amenities and commerce easily accessible to surrounding residents and include many destinations that draw patrons from around the region. Participants noted that the business diversity, and neighborhood feel of the commercial areas were integral to its success as a commercial destination.



5 LIBBIE, GROVE, AND PATTERSON AVENUES



This map details the intersection of Libbie Avenue and Patterson Avenue.

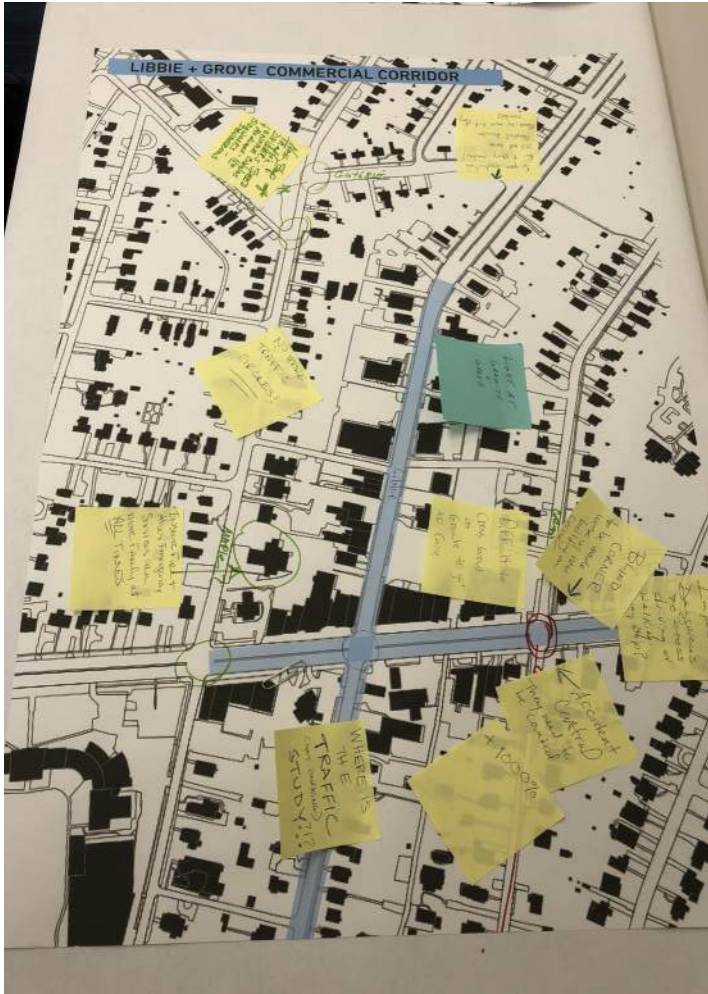


A detail showing areas of interest and comments from the Public Input Workshop on November 18th, 2017.

5 LIBBIE, GROVE, AND PATTERSON AVENUES



This map details the intersection of Libbie Avenue and Grove Avenue.



A detail showing areas of interest and comments from the Public Input Workshop on November 18th, 2017.



LIBBIE, GROVE, AND PATTERSON AVENUES

What features on Grove Avenue would improve Patterson Avenue?

Walkability and Sidewalk Improvement



Trees and Landscaping



Traffic Mediation



Bikability



Lighting



(Number of mentions/Total number of responses. Responses were short answer written responses.)

What features on Patterson Avenue would improve Grove Avenue?

Parking



Traffic and Speed Mediation



Architectural Improvement



Walkability



Other



(Number of mentions/Total number of responses. Responses were short answer written responses.)

5 LIBBIE, GROVE, AND PATTERSON AVENUES

Libbie & Grove was built for the streetcar, Libbie & Patterson was built for the automobile.
What should Libbie Avenue between the commercial areas accomplish?

RESIDENTS

- Libbie's Traffic is Terrible all day. Needs crosswalks!
- LIBBIE SHOULD CONNECT GROVE & PATTERSON. MIXED-USE RESIDENTIAL AND OFFICE OVER RETAIL
- Repave GUTHRIE btwn Libbie + Maple
- aesthetically pleasing, pedestrian friendly connector of Grove + Patterson-landscaping important!
- Transitional Space
- Parking deck on Libbie between Grove + Patterson
- I think higher-density residential is a good use for the area or maybe office, but not high-traffic commercial
- Better walking ability
- pedestrian + bicycle access
- multi Family if residential, modest signs, 2-3 story narrow Libbie width
- NOT a highway between Broad ST & Huguenot Bridge
- MUST BE PEDESTRIAN + BIKE FRIENDLY (especially CHILD-SAFE)
- Better traffic flow, safer conditions for pedestrians
- CONNECTIVITY OF GROVE TO PATTERSON VA MIXED USE
- More walking and parking less traffic
- walk + bike ability

MERCHANTS/BUSINESS OWNERS

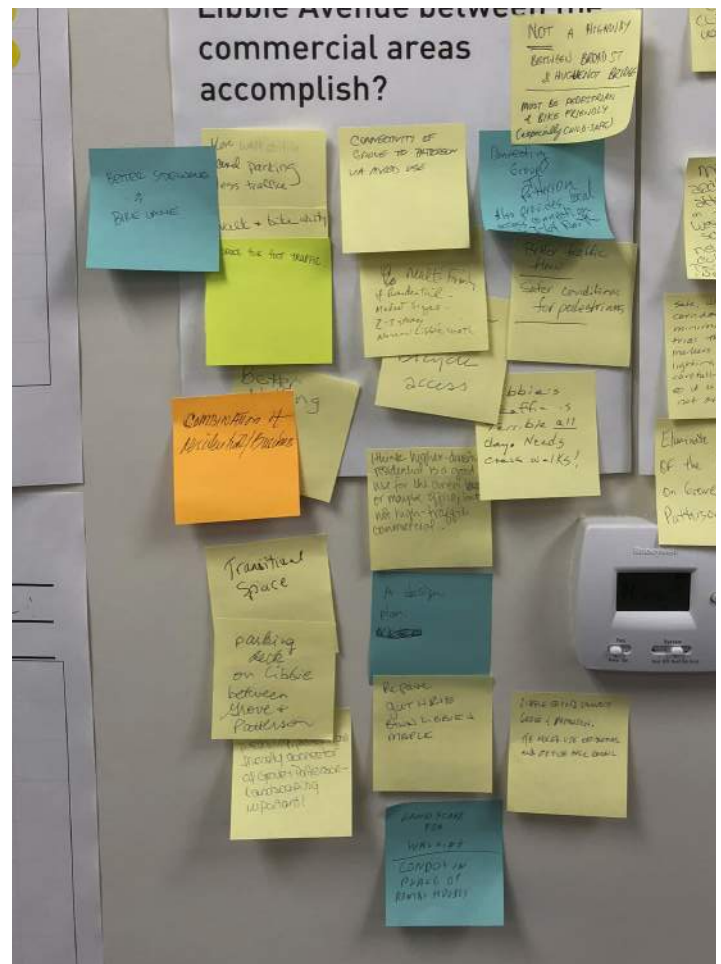
- LANDSCAPE FOR WALKING, CONDOS IN PLACE OF RENTAL HOUSES
- A design plan.
- BETTER SIDEWALKS & BIKE LANE
- Connecting Grove + Patterson Also provides local access connection to I-64 North

DEVELOPERS/REALTORS

- Combination of residential/business

NON-RESIDENT

- A space for traffic



Detail of the comments on this prompt during the Public Input Workshop on November 18th, 2017.

5 LIBBIE, GROVE, AND PATTERSON AVENUES



A map showing the length of Libbie Avenue in the Westhampton Neighborhood

Libbie Avenue between Patterson Avenue and Grove Avenue should be primarily...

MIXED USE **48** votes 66%
 43 RESIDENTS
 2 MERCHANTS/BUSINESS OWNERS
 1 PROPERTY OWNERS
 1 DEVELOPERS/REALTORS
 1 NON-RESIDENTS

RESIDENTIAL **13** votes 18%
 13 RESIDENTS
 MERCHANTS/BUSINESS OWNERS
 PROPERTY OWNERS
 DEVELOPERS/REALTORS
 NON-RESIDENTS

COMMERCIAL **8** votes 11%
 6 RESIDENTS
 1 MERCHANTS/BUSINESS OWNERS
 PROPERTY OWNERS
 1 DEVELOPERS/REALTORS
 NON-RESIDENTS

Write-In: **3** votes >1%
 Transitional Space is a buffer between commercial + residential
 1 RESIDENTS
 2 MERCHANTS/BUSINESS OWNERS
 PROPERTY OWNERS
 DEVELOPERS/REALTORS
 NON-RESIDENTS

Write-In: **1** votes >1%
 have a design intention. You can have a quaint McDonalds with a small wooden sign or a 5-story townhouse made of concrete. It's not how it's used but what it looks like. What's the character? What's the scale? What's the roof line? What's the experience?
 1 RESIDENTS
 1 MERCHANTS/BUSINESS OWNERS
 PROPERTY OWNERS
 DEVELOPERS/REALTORS
 NON-RESIDENTS

Comments:

RESIDENTS

- Mixed use to connect walkability between Patterson + Grove
- Preserve the Original Westwood Community!
- No Business!
- Mixed use 2-3 story max on EAST side of Libbie. West side keep RESIDENTIAL
- Depends on what happens to Westhampton School
- Protect Westview Neighborhood
- Residential with neighborhood businesses. NOT an overdeveloped commercial zone to generate easy tax \$ for city!
- MIXED USE, BUT ONLY IF PARKING FOR BUSINESSES, DELIVERIES, AND
- MULTIUNIT RESIDENCIES IS REQUIRED
- in keeping w/ a peaceful co existence of commercial & residential
- the area is not appropriate for mixed use.

- The key issue with mixed use is the scale of the structures + keeping a proper relationship to surrounding area. Structures can be larger than residential buildings nearby but transition is important. If scale is too big, other problems develop (parking, traffic, pedestrian safety).
- If mixed use, parking in rear of buildings + comm. + mixed use only on EAST side of Libbie

MERCHANTS/BUSINESS OWNERS

- Mixed-use, 1-2 story commercial ONLY with parking

DEVELOPERS/REALTORS

- Mix of uses is key. More commercial is important to drive visit to the area

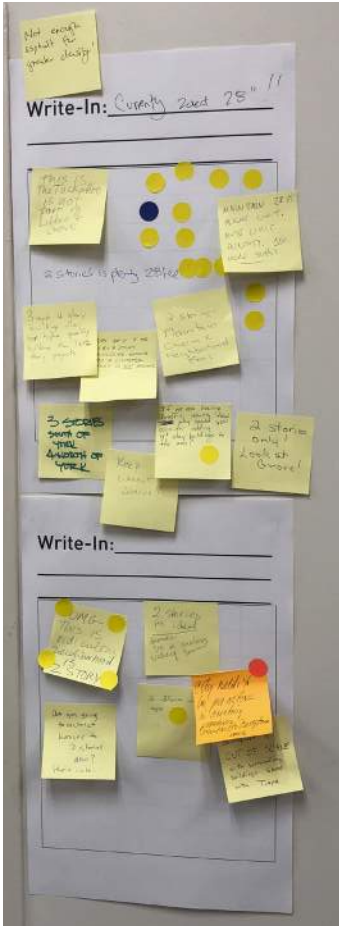
5 LIBBIE, GROVE, AND PATTERSON AVENUES

ZONING

The question about building heights was the most contentions station in the workshop. The lack of inclusion of a current zoning stipulated 28' building height as an option for participants to cast a vote toward, was seen and voiced as an example of how this input process had been taken over by interest not aligned with the majority of residents. Although the option was listed as a write-in, many participants voiced their frustration at this oversight, and Storefront staff has discussed this issue with many residents in hopes of continuing transparent engagement into the Richmond 300 process and included multiple documents and reports, in their entirety, in the appendix of this document for reference and use by the Richmond 300 team.



Zoning feedback from the Public Input Workshop on November 18th, 2017



Write-in zoning feedback from the Public Input Workshop



LIBBIE, GROVE, AND PATTERSON AVENUES

The prompt was designed in response to the multiple SUP's issued for buildings of up to four stories in height in the community, with reference to neighboring developments at the four story height, to gauge response to how those developments had been received, but turned into another matter altogether, as can be seen in the comments accompanying the responses (listed here and in the appendix), with a vast majority of the comments directed toward development on Libbie and Grove in hopes that the current 2 story building height limit will be maintained. Comments regarding the scale and height of buildings at Patterson and Libbie were not as common nor as pronounced, but were present as well.

Through comments and voting regarding Libbie, Grove and Patterson Avenues, it is clear that from their initial designs to their current configurations, Libbie and Grove and Libbie and Patterson were looked at by a majority of participants in this workshop as distinct and different types of commercial areas in the community. The bridge of Libbie Avenue between them has the potential, through streetscape, pedestrian accessibility improvements, and the mitigation of traffic issues, to connect in the built environment what the business owners have already connected in their Merchant's Association. Progress toward these ends is currently underway and will be informed by a parking study from the City of Richmond as part of the Richmond 300 process, and the implementation of improvements that have been budgeted for in the City's Capital Improvements budget.





LIBBIE, GROVE, AND PATTERSON AVENUES

In the Westhampton and nearby, 4+ story buildings are part of the neighborhood fabric. For the Avenues what is your MAX height preference?

UNDER 4 STORIES

61 votes

- 58 RESIDENTS
- 1 MERCHANTS/BUSINESS OWNERS
- PROPERTY OWNERS
- DEVELOPERS/REALTORS
- 2 NON-RESIDENTS

Comments:

RESIDENTS

- Keep the neighborhood feeling-2 stories max
- There may be instances where a 4th story deck or set back floor might be ok
- Explain what the point of increased density is in this area besides profits for developers
- No more than 2 stories or 28 ft
- 28 FEET LIMIT!
- That is ridiculous This is a 2 block area-Why do we need increased density
- Only 3 stories between Granite and Maple
- Current height limit is 2 stories. KEEP IT. That is a huge part of the charm of the charm of the area.
- Look at paints from the plein painting project and all chose charming 1/2 story shops + cotages.
- What is the message there??
- 28 feet
- 2 storiex MAX
- 2 stories max !!!
- Keep it at currently zoned 28' height !!
- The charm of Libbie/Grove is smaller buildings
- 2 stories or under, like it is currently zoned for.
- Please, no more approval. For taller building!
- Parking is already a problem. These taller new buildings are ruining this wonderful intersection.
- Where is 3 story max!

NON-RESIDENT

- No More than 3

4 STORIES

23 votes

- 16 RESIDENTS
- 2 MERCHANTS/BUSINESS OWNERS
- PROPERTY OWNERS
- 1 DEVELOPERS/REALTORS
- 3 NON-RESIDENTS

Comments:

RESIDENTS

- 2 STORIES 28 FEET
- 4 STORIES IS MANDATORY TO ALLOW UNDER-GROUND PARKING 2 STORIES IS DEAD
- 3rd + 4th levels recessed back off the street for light
- 4 stories is ok if there are proper set backs and open areas nearby

HIGHER THAN 4 STORIES

0 votes

- RESIDENTS
- MERCHANTS/BUSINESS OWNERS
- PROPERTY OWNERS
- DEVELOPERS/REALTORS
- NON-RESIDENTS

Comments:

RESIDENTS

- PLEASE DO NOT INCLUDE LIBBIE GROVE IN ANY BLANKET ZONING that allows over 3 stories
- The Tiber is 5 stories. Not the approved 4 stories. City staff has lost credibility with residents. Chadwick roof taller than residents told. City said OK. City staff lost credibility...
- No rezoning for taller/overshadowing buildings! 2-3 stories max Not a huge roof/attic that is actually another storey 28FT





LIBBIE, GROVE, AND PATTERSON AVENUES

(CONTINUED) In the Westhampton and nearby, 4+ story buildings are part of the neighborhood fabric. For the Avenues what is your MAX height preference?

WRITE-IN: CURRENTLY ZONED 28'!!

WRITE-IN:

13

votes

12 RESIDENTS
1 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS

N/A

votes

RESIDENTS
MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS

Comments:

RESIDENTS

- Not enough asphalt for greater density!
- this is the Tuckahoe is not part of Libbie + Grove
- 3 and 4 story buildings allow for higher quality buildings than 1 & 2 story projects
- MAINTAIN 28 FT HEIGHT LIMIT. MUST LIMIT DENSITY. NO MORE SUPS
- 2 stories-maintain charm & neighborhood feel
- 2 stories is plenty 28 feet
- ANY NEW 4 OR EVEN 3 STORY BUILDING WOULD BE A DISASTER. THEY DO NOT BELONG.
- Keep current zoning!!
- 3 stories South on York 4 north of York
- If we are having traffic issues now why would you consider adding 4th story buildings to the area?
- 2 stories only! Look at Grove!

Comments:

RESIDENTS

- OMG This is ridiculous neighborhood is 2 STORY
- 2 stories is ideal Gonna be a sunless valley soon
- Are you going to restrict houses to 2 stories also? Stupid rule.
- 2 stories is right
- Westhampton Theatre development is OUT OF SCALE with surrounding buildings. SAME with TIBER.

PROPERTY OWNERS

- City needs to be proactive in creating parking-Carytown Area

Comments directed towards this prompt:

RESIDENTS

- No they're not! The exception of the Tuckahoe proves the rule. If the intention was for 4 stories to be ok (or even 3) if would've been zoned that way!!
- THREE STORIES IS NORM FOR CARYTOWN & OTHER SIMILAR SHOPPING AREAS IN CITY-UNFAIR TO USE TUCKAHOE APTS AS REPRESENTATIVE! NOT TRUE
- Keep current zoning 2 stories!
- Very few 4 story buildings. 4 story buildings are NOT part of Libbie Grove Fabric!
- NICE TRY STEFAN. NOT NEAR LIBBIE + GROVE + IRRELEVANT TO ISSUE
- We have enough of an issue with density of 28" Fix the parking /traffic don't make it worse by increasing density.

-TUCKAHOE and MONUMENT SQ ARE NOT CLOSE TO AREAS OF CONCERN!

- 3 Stories
- 28 feet is the current zoning
- Where is under 3 story
- False statement
- NO IT'S NOT
- Not applicable!!
- Cary St this is tuckahoe not in area
- not in neighborhood
- This would look nice along Libbie Avenue
- NOT IN OUR neighborhood, Monument SQ
- Why NOT use the current buildings instead of not at Libbie + Grove



6 STREET SCAPE AND SIGNAGE

The Patterson and Grove Avenues Streetscape Design report, completed by HG studio and the City of Richmond, is included in the appendix for details of streetscape elements currently slated for implementation - they largely fall in line with the feedback provided by workshop participants. This report suggests that elements presented should also be considered for Libbie Avenue as the link between the two commercial areas as it is updated for approval and implementation. The HG full report includes a schematic design for Grove and Patterson and examples of street trees, crosswalks, signage, paving, furnishings, and lighting for the commercial areas.

Residents were asked to vote for their preferred street scape:



39 Davidson, NC
votes
35 RESIDENTS
2 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
2 NON-RESIDENTS



26 Charlottenburg Berlin, Germany
votes
22 RESIDENTS
1 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
3 NON-RESIDENTS



25 Graz, AUSTRIA
votes
19 RESIDENTS
2 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
1 DEVELOPERS/REALTORS
3 NON-RESIDENTS



12 Koln, GERMANY
votes
11 RESIDENTS
MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
1 NON-RESIDENTS



8 Woodstock, GA
votes
4 RESIDENTS
1 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
2 DEVELOPERS/REALTORS
NON-RESIDENTS



7 Boston, MA
votes
4 RESIDENTS
3 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS



5 Statesville, NC
votes
3 RESIDENTS
2 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS



2 Oak Park, IL
votes
RESIDENTS
1 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
1 NON-RESIDENTS

6 STREET SCAPE AND SIGNAGE

Commentary on most-popular and least-popular presented streetscapes:



39
votes

Davidson, NC



2
votes

Oak Park, IL

Comments:

RESIDENTS

- More trees on Patterson. - Clearly marked Pedestrian walkways. - Outdoor seating
- Small scale landscape qualities. Attractive lighting. Inviting - seating
- Do use wide side walks with characteristic lighting. Keep height @ 28! Awnings & shade are nice.
- This looks organic
- Love it!
- Natural looking development that came with time. Keeps beauty & character of the neighborhood while also inviting people to come (spend & live).
- Greenery & Low Buildings
- With Adequate Parking - This Photo can be achieved. Grove and Libbie almost there already. Concept could be used to connect Grove to Patterson. Patterson and Libbie already has the infrastructure in place to achieve this photo I.E. Wide sidewalks.
- Need space to sit outside of shops & cafes.
- Signage is great - Love Village feel but we don't have room.
- Nice pavers, lighting, landscaping
- Nice
- Small scale, Quaint
- Good to have softening with 1) Brick Sidewalks, 2) Trees, 3) Lamp Posts, 4) Varied setbacks, 5) Consistent scale
- Wish Patterson looked more like this.
- Low rise! Articulated/Varied facades! Grocery! Nice street furniture (lighting & trash receptacles)
- Small scale community feel, inviting.
- Clean, Trees, Nice Street Lights

MERCHANTS/BUSINESS OWNERS

- Signage! Westhampton
- 1) Shade, 2) Variation of roof line & awnings 3) Walkable sidewalks showing history (see A Pattern Language showing people like to walk on reliable surface)

NON-RESIDENTS

- Outdoor density & trees very appealing

Comments:

RESIDENTS

- Too New Looking - Agree with covered line comment
- This scale looks too large for Libbie & Grove. - Looks too stark for Libbie & Patterson
- Looks like Short Pump - Ugh
- Looks too "developed" - didn't just evolve. Straight lines not as appealing as curved surfaces.
- Pretty but where is there room?
- Make Carytown walking only "Mall"

MERCHANTS/BUSINESS OWNERS

- Good mix of heights & levels

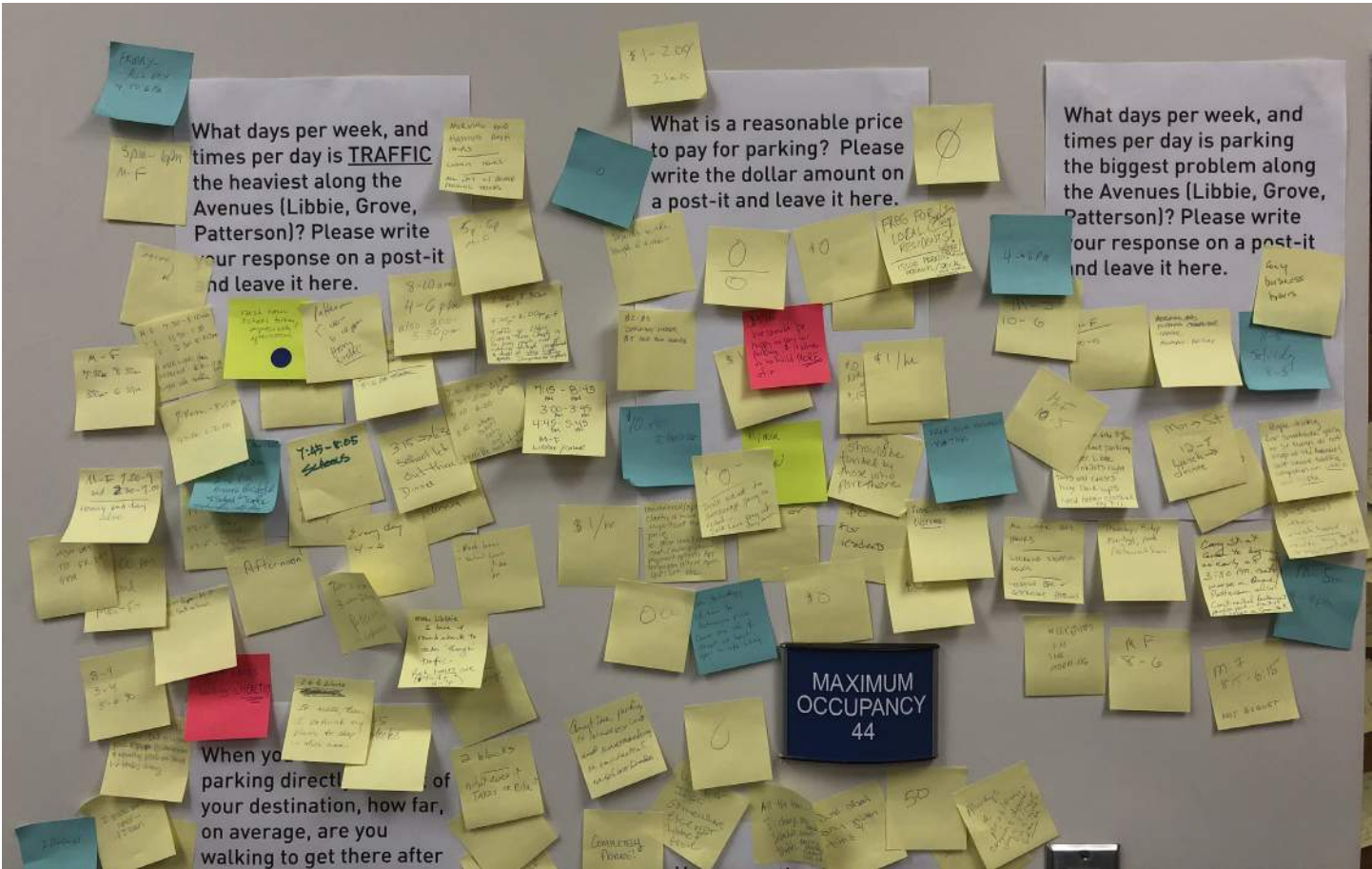
DEVELOPERS/REALTORS

- I like the Mix Use Planning here and the variation in Height



7 PARKING AND TRAFFIC

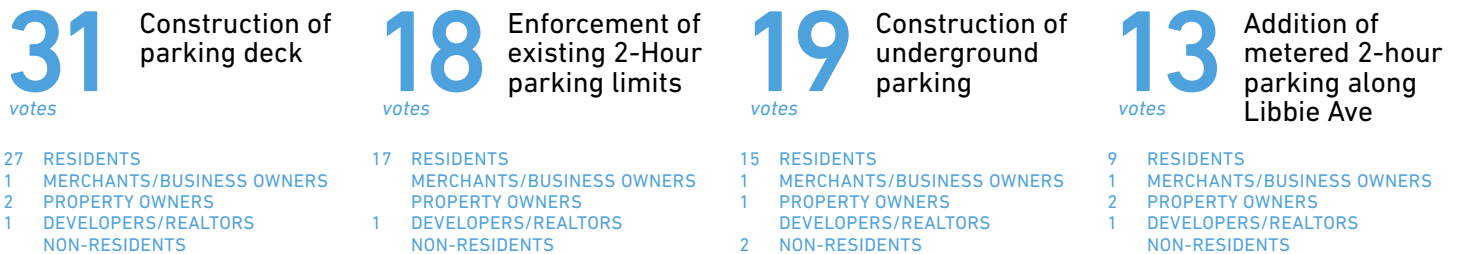
The responses to prompts about parking and traffic are represented in the graphs below. As pointed out by many participants, a full traffic and parking study needs to be complete before any changes to existing zoning are considered for the commercial areas of Westhampton. The City of Richmond will conduct a parking study in 2018 for seven sections of the city as a precursor to the Richmond 300 plan. Westhampton at Grove, Libbie and Patterson is confirmed as one of these areas. This full study, informed by the comments and responses collected through Storefront’s process, will assist in setting the long-requested baseline sought by the community.



Parking and Traffic feedback from the Public Input Workshop on November 18th, 2017

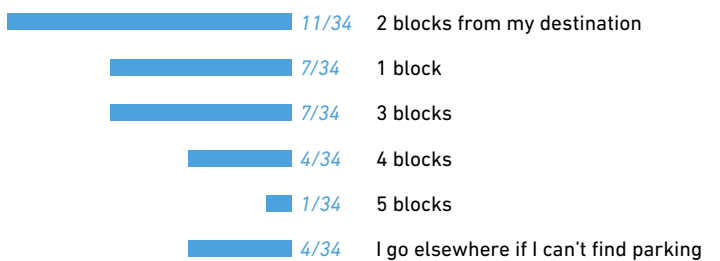
7 PARKING AND TRAFFIC

Parking is a concern in the commercial areas.
Which of the following remedies does [participant] prefer to help alleviate parking issues?



What is a reasonable price to pay for parking?

When you can't find parking in front, how far on average do you walk from your parking spot to your destination?



(Number of mentions/Total number of responses. Responses were short answer written responses.)

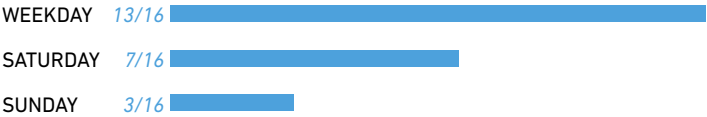
Comments:

- Free for residents with tags
- FREE FOR LOCAL RESIDENTS! ISSUE PERKING PERMITS/DECALS FOR -CARS (STICKERS)
- Don't want to discourage going to retail- Don't have pay at Carytown
- Use technology solution to determine price. Leave one side of street at least open to safe biking.
- convenience/options/clarity is more important than price. I.E. offer credit
- card/cash/mobile phone payment options. App to show you where open spots are. etc.



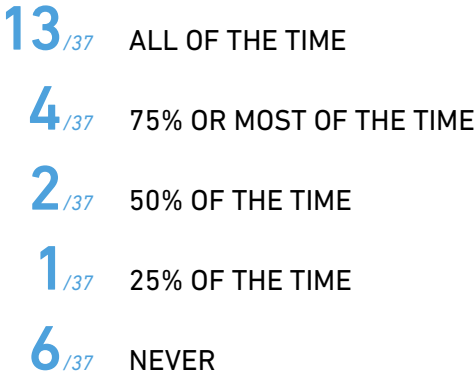
PARKING AND TRAFFIC

What times per week is parking the biggest problem along the Avenues?



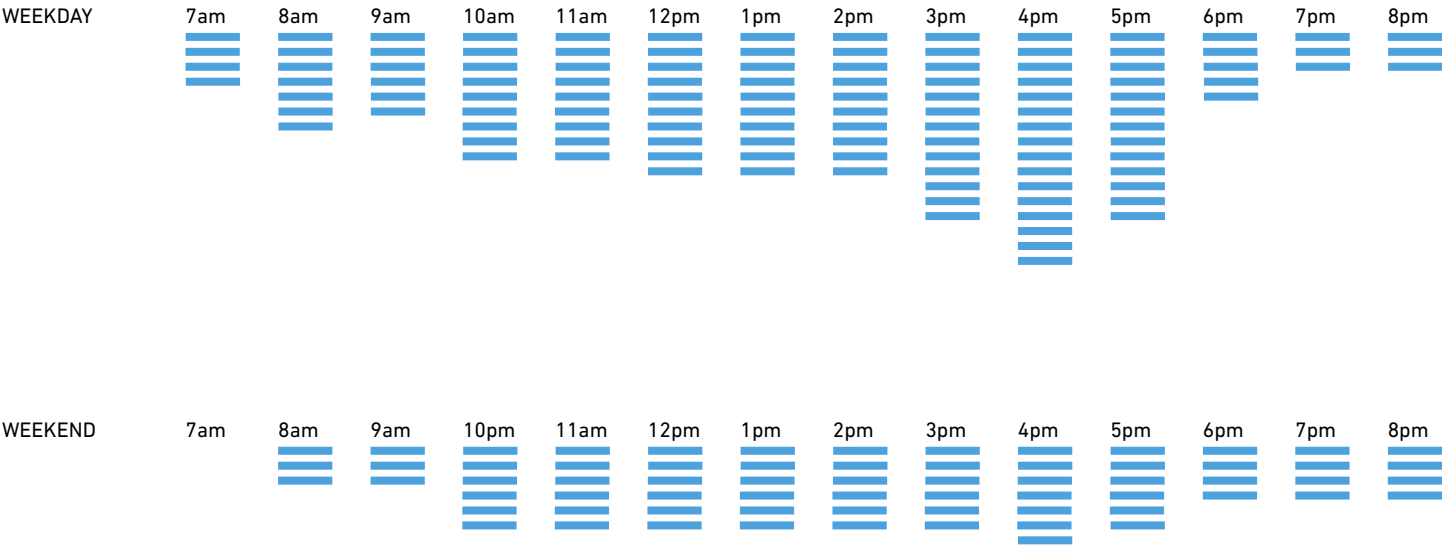
(Number of mentions/Total number of responses. Responses were short answer written responses.)

How many times per year is parking a problem?



(Number of mentions/Total number of responses. Responses were short answer written responses.)

What times per day is parking the biggest problem along the Avenues?





7 PARKING AND TRAFFIC

To solve traffic back ups on Libbie Avenue, I would rather have...

24
votes

Additional time for turns at Libbie and Grove and Libbie and Patterson

23 RESIDENTS
MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
1 NON-RESIDENTS

7
votes

No changes, our traffic isn't that bad, even at peak hours.

7 RESIDENTS
MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS

5
votes

Local traffic dispersed to secondary routes at peak hours (ie. Maple, Granite)

4 RESIDENTS
1 MERCHANTS/BUSINESS OWNERS
PROPERTY OWNERS
DEVELOPERS/REALTORS
NON-RESIDENTS

Comments:

RESIDENTS

- Need smarter lights Traffic sensitive NOT just -time
- AGREED!
- AGREED!
- Grove + Three Chopt light is out of cycle
- This. But need a COMPREHENSIVE INDEPENDENT -TRAFFIC STUDY w/ more solutions than offered here.
- Lights already don't cycle properly. Huge back-ups at certain times
- AGREE
- Total agreement!
- I agree, too!
- Light cycle is off
- Needs another solution (but don't spend years studying it! Need new solution soon!)
- I spend a lot of my commute sitting at Libby/ Grove light. Should be smarter
- Also-be sure to allow time for pedestrians to cross Libbie when on Grove

MERCHANTS/BUSINESS OWNERS

- Traffic circle needed clearly marked pedestrian + bike lanes
- AGREE

DEVELOPERS/REALTORS

- Study ways to reduce cut-thru traffic to Cary St. to get to Southside

Comments:

RESIDENTS

- Don't want heavy traffic and parking to affect -existing neighborhoods off of Patterson
- YOU MUST BE KIDDING!
- Traffic during rush hours. Let's get over it-it -happens
- Traffic is that BAD
- ARE THE EXISTING DOTS FROM THE DEVELOPERS?? KEEPS GETTING WORSE
- BAHH

Comments:

RESIDENTS

- Worst idea ever!!
- Nope
- NO
- No! The last things our fast-disappearing residential areas need is more traffic!
- NO NO NO DON'T SOLVE A PROBLEM CAUSED BY -POOR PLANNING W/ A WORSE IDEA
- NO WAY!!
- WE GRANITE AVE RESIDENTS ALREADY HAVE VOLUME PROBLEMS WITH THROUGH TRAFFIC
- ABSOLUTELY AGAINST CRAZY IDEA
- Absolutely not
- DO NOT WANT secondary routes maple or granite neighborhoods to be safe
- This is transferring the problem rather than solving it.
- No!
- DOUBLE NO
- Absolutely not!! Traffic in these residential -neighborhoods is terrible already lot of people speeding
- NOT MAPLE! Please DON'T hold up the FIRE TRUCKS any further!
- NO! Can hardly get down Granite Ave now. RUINING NEIGHBORHOOD
- No Way! Enough speeding on Granite already!
- Every new development/change in the area says: I know Libbie Ave is impossible/over-travelled so our patrons/students/condo residents etc etc will use Maple Ave. Maple is the "savior" for all the traffic problems. Now it is awful too. need an overall plan. Can't just keep saying Yes to every development plan.
- Don't like the idea of trying to offload traffic onto these streets. Malvern would be a better option for peak hours and would have less negative impact on home values
- York Rd. between Maple and Three Chopt is as a cut through now and it's awful. Especialy with big trucks.

MERCHANTS/BUSINESS OWNERS

- NO
- NO!





PARKING AND TRAFFIC

To solve traffic back ups on Libbie Avenue, I would rather have...

Write-In Solutions:

RESIDENT RESPONSES

- Round about would be a disaster to traffic flow
- “Roundabout”
- Install a traffic circle “roundabout” reduce speed limit to 25 mph
- If we prohibit parking lane during peak hours, we can allow more cars to line up for the stoplight - will improve traffic
- Double lanes in all Directions
- THE WHOLE AREA NEEDS A TRAFFIC STUDY. THERE IS TOO MUCH TRAFFIC ALREADY
- We need a traffic study done.
- Has a traffic study been done?
- Ditto
- Speed hump or rumble strip from St. Cath science bldg. to Somerset to slow down speeders in school crossing zone.
- YES
- Reroute traffic to Jason Guillots Street
- PRETTY PLEASE
- Before changing Malvern Ave. Please have meeting w/ Windsor Farms Res. assoc. for input. A serious mistake. Thank you
- Remedy stop sign confusion at Libbie/Matoaka and Libbie/Linden people don't know what to do! Stop is essential at Linden to accommodate walkers crossing to St. C.
- These changes need to be addressed by larger meetings with plenty of notice. AND AT TIMES Working RESIDENTS CAN MEEET
- Traffic study that is not affiliated with developers
- Amen!
- Stope approving plans and just hope + pray that traffic will take care of itself. It hasn't + doesn't. Too much density-too many cars-too much traffic.
- Killing the gouse that laid the golden egg. Stop just giving retailers + developers what they want to make \$ \$
- ENFORCE DOUBLE PARKING Add a non-peak hours zone for large truck deliveries
- TRAFFIC STUDY! How do you know if it gets worse if there is NO BASELINE?
- Traffic study! Not during summer when schools out. no conducted by city or greedy developers
- Sometimes removing 1-2 parking spaces can open up more right-turn options
- Limit development more round-o-bouts
- Limit development to Z8!
- Limit density to keep building heights at 28 feet (two stories)

- Protect walk-ability and neighbors accesss. Study possible solutions before a quick rubber stamp. Limit Bldg Height & density
- limit development. Keep Existing Zoning! Z8 Require parking
- limit density of development
- Limit Density This is a 2 block area
- VERY UNFAIR TO DISPLACE TRAFFIC AND PARKING INTO RESIDENTIAL NEIGHBORHOODS
- We need less commercial development!
- Agreed!
- Eliminate the on-street parking on Libbie near Grove and Grove before Libbie. Effectively there is only one lane on Libbie at Grove which is a bottle-neck. This assumes adequate parking i.e. parking deck - is addressed.
- Limit development to 2 stories
- Limit density of development
- reroute to Cary?
- Reroute TRAFFIC DOWN JASON'S STREET
- Limit development to 2 stories
- Do a traffic study- Don't screw residents
- Limit development
- limit development to Z8! Per current zoning law, there is too much density already
- Limit Development Density
- Traffic light as promised at Maple + Grove
- Limit/control density of development
- Improve transit options-new Pulse is not the answer for many who rely on public transit for work + appointments, etc.
- Improve transit options
- Agree! More convenient bus/bike options will reduce traffic

BUSINESS OWNER RESPONSES

- Round abouts/traffic circles @ Libbie/Patterson Willow Lawn Dr/Patterson.
- Lower speed limit to 25mph.
- One-way traffic with bike lane as an option OR limit zoning.
- Limit Commercial density!

DEVELOPERS

- Study ways to reduce cut-thru traffic to Cary St. to get to Southside

NON-RESIDENTS

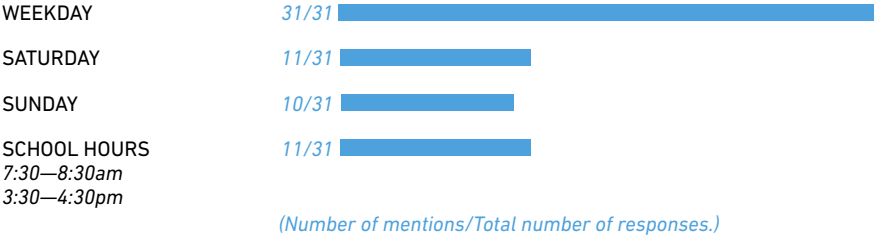
- Don't send traffic through residential neighborhoods, please!



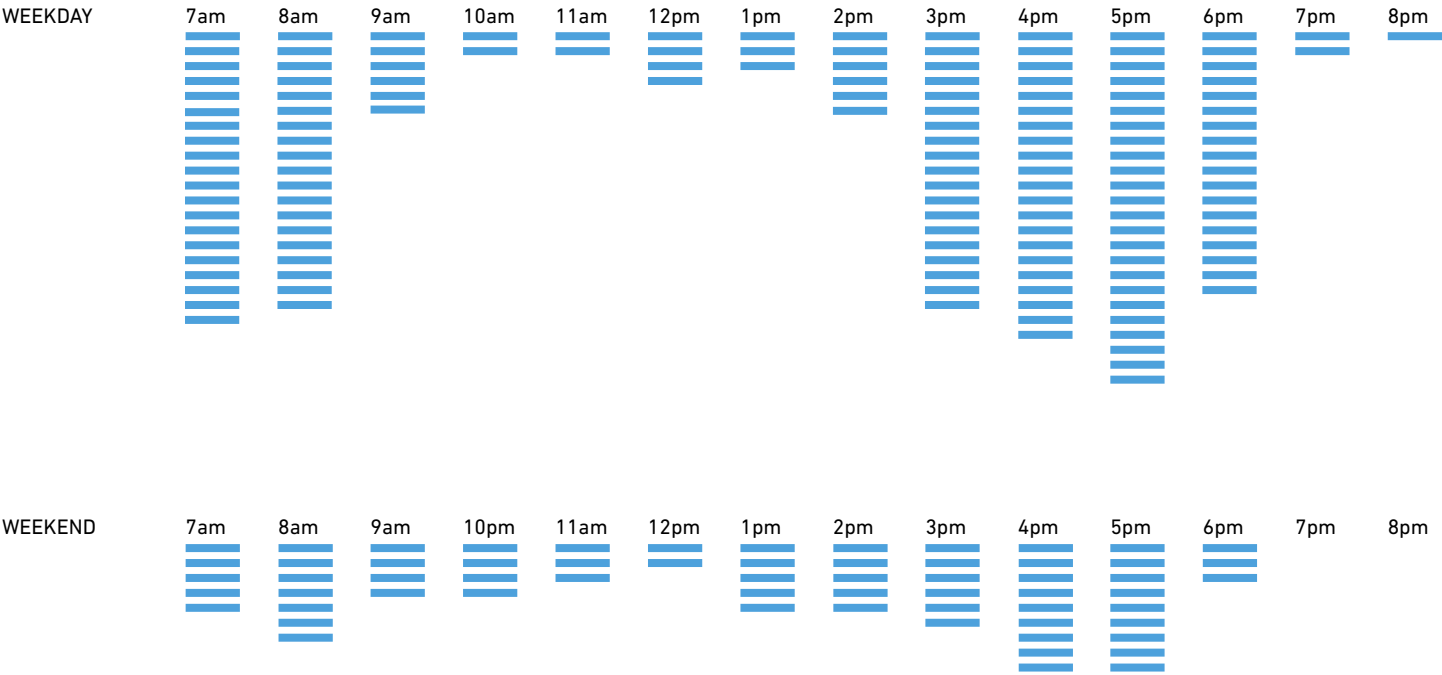


PARKING AND TRAFFIC

What days per week is traffic heaviest along the Avenues, Libbie, Grove, Patterson?



What times of day is traffic heaviest along the Avenues, Libbie, Grove, Patterson?



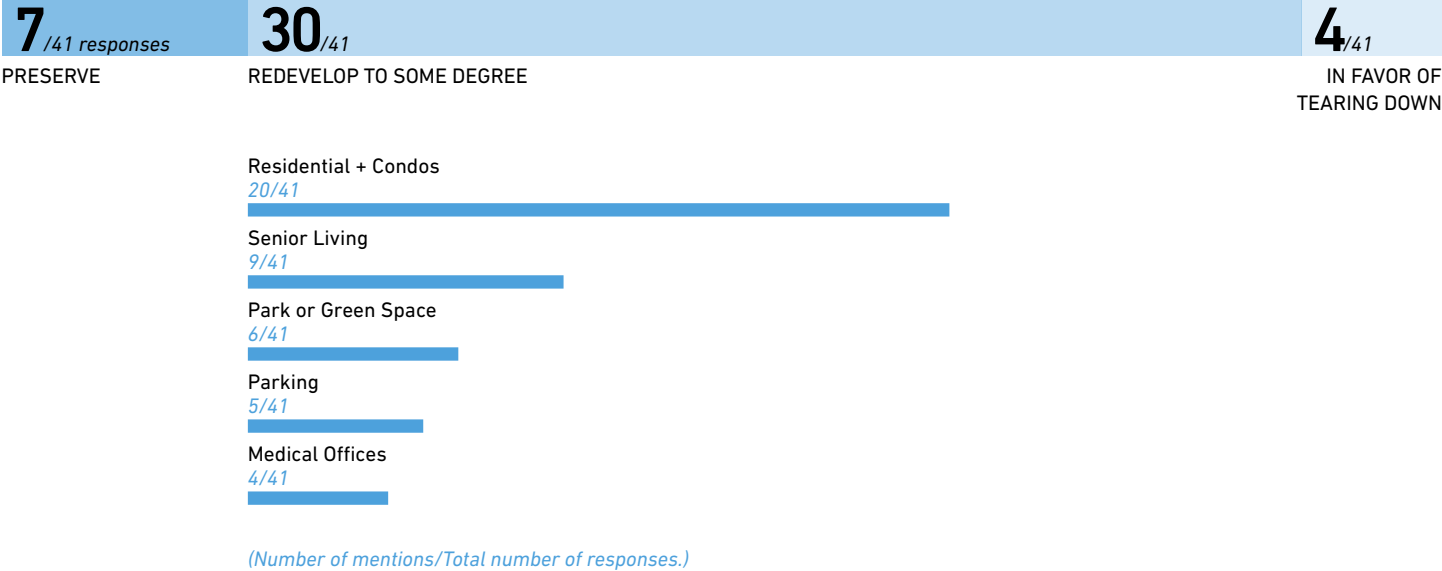
8 GENERAL COMMENTS: WESTHAMPTON SCHOOL SITE

Multiple stakeholders voiced concern about the future of the Westhampton School site in the general comment section of the workshop, reiterated enforcing the building height, and asked for parking and traffic issues to be solved. Participants felt frustrated at the lack of transparency from Bon Secours in how they are deciding what will take place on the site after the initially proposed nursing school was rescinded as the stated use. Participants provided input in response to a general prompt about use of the Westhampton School site which is broken down in the graph below.



The Westhampton school building as seen from Patterson Avenue

What would you most like to see come to the Westhampton School Site?



8 CONCLUSION

The Westhampton Public Input workshop allowed participants to share their perspectives on current issues that should be addressed as part of the “Richmond 300: A Guide for Growth” process. This document serves as a compilation of these perspectives and accompanying data in one repository for easy access by community members and the City of Richmond. Resources included in the appendix of this document can serve as a starting point for reaching a vision of what Westhampton looks like when Richmond turns 300 years old. For Westhampton, participants in this process would feel value from:

1. A complete parking and traffic study to set a baseline for transportation and vehicular capacity in the commercial areas of Westhampton. This study would guide opinions and decisions on other issues affecting the continued development of the area, and allow neighbors to make informed choices about pursuing a traffic calming, transportation, and car storage measures to benefit both residents and business in Westhampton.
2. The establishment of a zoning ordinance that maintains the village feel of Libbie and Grove, while allowing for development to proceed without the need for the special use permitting process as the main mechanism by which projects are approached. A majority of the participants at this workshop believed that current zoning for Libbie and Grove sets a good standard if it is enforced.
3. The implementation of streetscape improvements that improve pedestrian safety, calm traffic, and make Libbie Avenue between Grove and Patterson more friendly to pedestrians. The addition of crosswalks and street trees were noted.
4. The ability to be engaged openly about the Westhampton School site.

The many engaged groups throughout the community could also benefit from prioritization processes and statements of intention from their memberships of what they would hope the Richmond 300 process would mean to Westhampton. These statements of intention would help signal a willingness to be constructively engaged and open to imagining what might be possible in twenty years. What are each groups potential points of compromise, what are their lines in the sand, how do they most like to be engaged and where do they feel their expertise and authority is most pertinent in thinking about community progress? Storefront will amend the appendix of this document with any such statements of priorities/intentions for the Richmond 300 process that are provided by community groups from the Westhampton neighborhood.



APPENDIX

The Appendix of this document will be held in a public online folder for access by all who wish to view it. The link to the Google is:

https://drive.google.com/open?id=1MZ1W6LVBGwSRseF7W89eE8spEG_-NxEx

This can be a living part of this process as a repository for information community groups and members would like to have available to the Richmond 300 team as they commence their planning process.

APPENDIX CONTENTS

updated as of 02-07-18

- Tables of all comments collected at November 17, 2018 Public Input Workshop
- Emailed business and resident comments and images received by December 1, 2018
- Street scape Design for Patterson and Grove Avenues - HG Studio and the City of Richmond - January 2017
- Save Libbie and Grove Documents, Petitions, and Renderings
- Survey results from Westhampton Citizens SUP survey re: 5702 and 5706 Grove Ave. - 2016
- Westhampton at Granite, Libbie, Monument, and Patterson Avenues Association Issues of Concern for Residents submitted by Nadja Gutowski
- Libbie/Grove/Patterson Planning Study - June 2012 - Survey Results
- Public Realm Improvements for the Patterson and Libbie Business District - June 2011
- Westwood Newspaper Articles and History
- Smither Design Libbie and Grove Massing Study - April 4, 2013



Ebinger, Matthew J. - PDR

From: nadjasgutowski@aol.com
Sent: Monday, June 11, 2018 3:09 PM
To: Brown, Jonathan W. - PDR; Ebinger, Matthew J. - PDR; jtheobald@hf-law.com; smithc5710@gmail.com; jcardwell411@gmail.com; ccrump@historicrichmond.com; Addison, Andreas D. - City Council
Cc: Gray, Kimberly B. - City Council; Hilbert, Chris A. - City Council; Larson, Kristen N. - City Council; Agelasto, Parker C. - City Council; Robertson, Ellen F. - City Council; Newbille, Cynthia I. - City Council; Trammell, Reva M. - City Council; Jones, Michael J. - City Council; stuartscarter@gmail.com; jrp8m@yahoo.com
Subject: WESTHAMPTON SCHOOL: Planning Commission/City Council
Attachments: 5800 Patterson--Development Response Form from Westhampton at GLMP.pdf

Please see below and attached

Monday, June 11, 2018

Dear Mr. Ebinger, Mr. Brown, Councilmember Addison, and Members of City Council:

I am writing to resubmit the January 2018 Development Response Form for the Westhampton School (1917-2018) on behalf of the Westhampton (at GLMP) Neighborhood Association. With two important meetings coming up--**Monday, June 18, Planning Commission, and Monday, June 25, City Council**--our neighborhood continues to ask respectfully that the Westhampton School and adjoining properties, owned or leased by Bon Secours in the City of Richmond, not be changed to B-7 zoning.

We believe that the Special Use Permit (SUP) process requires greater transparency re. any developments on the Westhampton School site (and adjoining properties) and that the SUP process allows the community greater input. We ask again that any proposals for the Westhampton School site and adjoining properties remain as SUPs (and there be no zoning change to B-7).

HISTORIC WESTHAMPTON SCHOOL: In late fall 2012, as many City Council members know, Westhampton at GLMP along with a group of other concerned neighborhood groups asked for and met with former Mayor Dwight Jones and members of the Economic and Community Development team (and others in City government). At the time, while sensitive to the need for Bon Secours's investment in the East End of Richmond, we pleaded that the historic Westhampton School not be included in the Redskins Training Camp deal as it was important to the community. When we were told that the deal with Bon Secours hinged on the lease for the school, we asked that provisions be included to protect the historic buildings.

In 2018, we are still asking that a viable plan for the reuse of the historic schools be vetted before Bon Secours is allowed to build any new development on the site. We believe that no effective plan for use of the Westhampton School site (new Bon Secours construction) can be made without a full understanding of the future reuse plans for the historic buildings.

Michael Paul Williams: Westhampton School's Historic is Worth Preserving (link below)

http://www.richmond.com/news/local/michael-paul-williams/michael-paul-williams-westhampton-school-s-history-is-worth-preserving/article_76bf8798-c072-5e2f-8a4b-006528b956d1.html

Thank you again for your time. Our neighborhood remains committed to the preservation of the historic Westhampton School (1917-2018); we also believe their preservation is in the best interest of Richmond and its future.

Sincerely,

Nadja

Nadja Gutowski
Westhampton at GLMP Neighborhood Association
Richmond, VA 23226

-----Original Message-----

From: nadjasgutowski <nadjasgutowski@aol.com>

To: Jonathan.Brown <Jonathan.Brown@richmondgov.com>; Matthew.Ebinger <Matthew.Ebinger@richmondgov.com>

Cc: jtheobald <jtheobald@hf-law.com>; smithc5710 <smithc5710@gmail.com>; jcardwell411 <jcardwell411@gmail.com>; ccrump <ccrump@historichrichmond.com>; stuartscarter <stuartscarter@gmail.com>; andreas.addison <andreas.addison@richmondgov.com>

Sent: Thu, Jan 25, 2018 3:03 pm

Subject: RESPONSE FORM: 5800 Patterson Ave Rezone: Westhampton at GLMP

Thursday, January 25, 2018

Mr. Matthew Ebinger, Principal Planner
City of Richmond, Land Use Administration
900 East Broad Street, Room 511
Richmond, VA 23219

Dear Mr. Ebinger,

On behalf of the Westhampton at Granite, Libbie, Monument and Patterson Neighborhood Association, I am submitting the attached Development Response Form for the Westhampton School site and neighboring properties (5800 Patterson Avenue and Bon Secours properties on Park/Paxton/Pratt).

I have cc-ed the co-signing neighborhood leadership on this email---Carol Bendl, Jo Ann Cardwell, Christie Davis, and Caroline Smith, as well as Andreas Addison, our district City Councilmember.

Westhampton at GMLP:

- a. opposes the B-7 zoning,
- b. would like an SUP (special use permit process),
- c. was surprised that Bon Secours added the Park/Paxton/Pratt properties into this zoning request and would like these parcels to be separated from planning for the Westhampton School site (we oppose B-7 zoning on the Park/Paxton/Pratt parcels and would like SUP's for future construction on these properties),
- c. ask that **NO** SUP or zoning approvals are permitted until Bon Secours shares a viable plan of reuse, publicly, for the historic Westhampton School buildings.

Please write with questions. Westhampton at GLMP Neighborhood Association would like to be kept abreast of any decisions or developments related to the Westhampton School properties.

Sincerely,

Nadja Gutowski, President
Westhampton at Granite, Libbie, Monument and Patterson (GLMP) Neighborhood Association
5703 Bromley Lane, Richmond, VA 23226
804-614-6124

- cc. Andreas Addison, City Council
Jonathan W. Brown, Senior Planner, City of Richmond
James Theobald, Hirschler-Fleischer
Westhampton at GMLP Leadership

-----Original Message-----

From: Brown, Jonathan W. - PDR <Jonathan.Brown@richmondgov.com>

To: 'nadjasgutowski@aol.com' <nadjasgutowski@aol.com>

Cc: 'jtheobald@hf-law.com' <jtheobald@hf-law.com>

Sent: Tue, Jan 16, 2018 10:57 am

Subject: 5800 Patterson Ave Rezone

January 16, 2018

Nadja Gutowski, President

Westhampton Neighborhood Association at Granite, Libbie, Monument, and Patterson Avenues

5703 Bromley Lane

Richmond, VA 23226-1901

RE: Rezoning (Conditional)

5800 Patterson Avenue and Others

Richmond, VA 23226

W0210140001B

RZON-028101-2017

Dear Ms. Gutowski,

We have received a Rezoning (Conditional) application for the above referenced property, which is located in an R-4 Single Family Residential District. The applicant has requested a Rezoning (Conditional) permit which would allow Conditional Rezoning to accommodate a Medical Office Building and other B-7 Uses. Please find enclosed a copy of the Applicant's Report for your review. The petitioner should contact you regarding this proposal, if he has not done so already. The petitioner is:

James Theobald

P.O. Box 500

Richmond, VA 23223

804-771-9513

jtheobald@hf-law.com

If you have additional information, feel free to submit it to our office. If you have any other questions about this proposal or about the Rezoning (Conditional) permit process, please do not hesitate to contact me at 804-646-5734 or Jonathan.Brown@richmondgov.com.

Jonathan W. Brown

Senior Planner

Land Use Administration

ADU Program Manager

City of Richmond, Virginia

804-646-5734 (office)

Jonathan.Brown@richmondgov.com

LINK TO: [Planning and Development Review](#)

LINK TO: [Interactive Mapping Tool](#)



City of Richmond
Department of Planning & Development Review
DEVELOPMENT PROPOSAL RESPONSE FORM

Development Proposal / Address:

Rezoning - 5800 Patterson Ave - Parcel No. W0210140001B - File No. 028101-2017

Association Name: Westhampton at Granite, Libbie, Monument and Patterson Neighborhood Association

Please Check Appropriate Boxes:

The Association's (check one) Membership or Board communicated electronically and voted to OPPOSE Oppose Support Take no position on this proposal.

This Association does not intend to consider this issue because:

Was a representative for the proposal present? YES NO

Other comments: Westhampton at GMLP opposition vote represented by neighborhood leadership:

Nadja Gutowski, 5703 Bromley Lane, RVA 23226

Carol Bendl, 5709 Park Avenue, RVA 23226

JoAnn Cardwell, 1201 Libbie Avenue, RVA 23226

Christie Davis, 5703 West Franklin Street, RVA 23226

Caroline Smith, 5710 West Franklin Street, RVA 23226

Nadja Gutowski
Print Name

President
Title

Nadja Gutowski
Signature

January 25, 2018
Date

Please send to:

Matthew Ebinger, AICP - Principal Planner

Mail: Matthew Ebinger, AICP - Principal Planner
City of Richmond
Land Use Administration Division
900 East Broad Street, Room 511
Richmond, VA 23219
Email: Matthew.Ebinger@richmondgov.com
Fax: (804) 646-5789



City of Richmond
Department of Planning & Development Review
DEVELOPMENT PROPOSAL RESPONSE FORM

Development Proposal / Address:

Rezoning - 5800 Patterson Ave - Parcel No. W0210140001B - File No. 028101-2017

Association Name: Westview Civic Association

Please Check Appropriate Boxes:

The Association's (check one) Membership or X Board met on 01/03/2018
and voted to X Oppose Support Take no position on this proposal.

This Association does not intend to consider this issue because:

Was a representative for the proposal present? YES X NO

Other comments: Please see attached email to Council Member Andreas Addison

Stuart Stringfellow Carter

President, Westview Civic Assoc.

Print Name

Title

Stuart Stringfellow Carter

01/18/2018

Signature

Date

Please send to:

Matthew Ebinger, AICP - Principal Planner

Mail: Matthew Ebinger, AICP - Principal Planner
City of Richmond
Land Use Administration Division
900 East Broad Street, Room 511
Richmond, VA 23219
Email: Matthew.Ebinger@richmondgov.com
Fax: (804) 646-5789

5800 Patterson Avenue Rezoning Application

1 message

Stuart Carter <stuartscarter@gmail.com>

Wed, Jan 17, 2018 at 8:07 PM

To: "Addison, Andreas D. - City Council" <andreas.eddison@richmondgov.com>, Andreas Addison <AndreasRVA@gmail.com>

Cc: Margaret Johnson <margleetj@gmail.com>, "Smith, Delores" <smithd@stcva.org>, Mary Armistead <mlarmist@gmail.com>, "Brady, Vickie" <vbrady@richmond.edu>, David Bush <sendtobush@gmail.com>

Andreas,

The Westview Civic Association Board of Directors has voted unanimously to oppose the Rezoning permit request for 5800 Patterson Avenue sought by Bon Secours which would allow Conditional Rezoning to accommodate a Medical Office Building and other B-7 uses. It is our expectation that in your representation of our area, you will give serious weight to the strong feelings of a neighborhood directly affected by this proposal. The Westview Civic boundaries include Maple Avenue from Grove to Patterson and surrounding streets.

The Board opposition to the rezoning application stems from numerous issues and I would be happy to talk with you about them over the phone at your convenience. I am currently in the throes of the Virginia General Assembly session and Federal tax reform implications for Virginia revenues so I will not take the time in this email to write in detail of the objections.

In general, the Board believes that the current city Master Plan update should be allowed to take its course and be finalized before this rezoning decision is made. After all, the Master Plan provides direction for zoning decisions. Also, the Charrette that was held in relation to the Master Plan update for the Westhampton area included a station for feedback and input related to the Westhampton School parcel. Surely that feedback should be compiled, reported and considered before ANY decision is made.

In addition, the Board felt strongly that NO rezoning (or SUP) should be approved before a detailed and thorough traffic and parking study is completed for the Westhampton area (including Maple Avenue, York Road and Guthrie Avenue). And you too see the value in that as it was your campaign promise that you would not vote in favor of any area new SUP until a traffic and parking study was completed for the entire area. It is clear to all in the neighborhood, and you have commented on the increasing traffic and parking problems and issues in the area. Increasing the allowed building height and density leads to increased traffic including not only passenger vehicles but also commercial trucks/cars, construction vehicles and also to more parking issues.

Finally, I have been told that a driving force for this "urgent" application is the March date in the EDA contract. This date has been known for years and cannot now be used as the rationale for ramming through a rezoning for the area. It is unfair to citizens not to have adequate time and consideration given to this big decision simply because Bon Secours did not act in a timely manner. The contract date needs to be renegotiated. I have been asked by a number of people

whether this was all part of the "real plan" to wait until the last possible moment and then have this manufactured urgency serve to get a desired rezoning approved.

I look forward to talking with you.

Best regards,

Stuart

Stuart Stringfellow Carter

President, Westview Civic Association

Richmond, Virginia



4 East Main Street, Suite 1C
Richmond, Virginia 23219

Tel: 804.643.7407
Fax: 804.788.4244

www.HistoricRichmond.com

January 24, 2018

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Via electronic mail: Rhodes.Ritenour@bshsl.org

Rhodes B. Ritenour
Vice President, External and Regulatory Affairs
Bon Secours Health System
Medical Office Building South, Suite 102
5875 Bremono Road
Richmond, VA 23226

**Re: Westhampton School - 5800 Patterson Ave - Parcel No.
W0210140001B - File No. 028101-2017**

Rhodes:

Thank you for reaching out to me in December, 2017 to advise me of Bon Secours' plans to submit an application for rezoning the Westhampton School parcel. I appreciated the opportunity to meet with you to discuss Historic Richmond's concerns for the historic Westhampton School buildings and our desire that these buildings be adaptively reused and incorporated into any future development.

Background:

As you know, for a number of years, Historic Richmond has focused on the future of the Westhampton School.

- In 2012, Historic Richmond requested that the City of Richmond consider listing Westhampton School on the National Register of Historic Places to allow for the use of historic tax credits for the adaptive reuse of the historic Westhampton School buildings. To ease the burden on the City of Richmond, Historic Richmond volunteered to research and write the nomination for the Westhampton School.
- In connection with the transfer of the Westhampton School property to the City's Economic Development Authority (EDA) in December 2012, Historic Richmond was asked by City Council to be part of discussions regarding the adaptive reuse of the 100-year old Westhampton School buildings.
- In April 2013, Historic Richmond requested that the ground lease to Bon Secours include strong language that stipulates that the existing historic school buildings remain in place for possible reuse until a building permit has been secured for the overall project and financing is in place in preparation for immediate construction. Our position at that time was that these historic Westhampton School buildings should remain in place until robust and thorough discussions with Historic Richmond and the surrounding neighborhoods (as promised by both Bon Secours and City Council) could take place and the project had gone through all required City zoning processes.

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- In December 2013, we were pleased to hear Bon Secours' announcement of its intention to renovate the existing school buildings as the home of its nursing school.
- In April 2016 and again in August 2016, Bon Secours shared with us and the community more specific plans for the adaptive reuse of the historic school buildings, including renderings reflecting the preservation of the Patterson Avenue and Libbie Avenue façades of the historic school buildings.
- On December 14, 2016, we were disappointed to learn that Bon Secours planned to demolish the historic school buildings.
- Most recently, in August 2017, when Bon Secours announced that they would be inviting development partners to explore opportunities for the Westhampton School buildings, giving priority to proposals involving preservation of, at a minimum, the 1917 building designed by Benjamin West Poindexter and Marcellus E. Wright Associated Architects, we were pleased. We thanked Bon Secours for implementing a process to save the buildings – which have redeeming architectural, historical and cultural merit, which the community wants to save, and which, we believe, have a number of viable uses. In addition, we said that we looked forward to Bon Secours implementing a robust and open community engagement process with the surrounding neighborhoods to identify community needs and preferences for the buildings and to explore all potential opportunities avoiding demolition. We also said that until that is complete and all required City zoning processes, including, but not limited to, Special Use Permit (SUP) and rezoning, have been completed, the historic school buildings should remain in place and Bon Secours should continue to adequately secure and maintain these structures for their adaptive reuse.

Architctural, Historic and Cultural Significance of Westhampton School Buildings:

As we have highlighted for you previously, the Westhampton School possesses an architectural, historic, and cultural significance that has engendered great affection for these buildings in not only the Westhampton community, but also the larger Richmond community.

- The two historic Westhampton School buildings are important for two reasons:
 - their association with events and patterns of development important to public education in the City of Richmond during the period 1869 to the Civil Rights era of the 1960s, and
 - their architectural qualities.
- The Westhampton School is unique in that it was built for, and served as, a Henrico County public school until the area was annexed by the City of Richmond in 1942. Then it became a City of Richmond school.
- The Westhampton School buildings include a 1917 Colonial Revival building designed by Benjamin West Poindexter and Marcellus E. Wright Associated Architects, and a reciprocal 1930 building designed by Raymond Victor Long.
 - About the 1917 building:
 - The 1917 building was designed by Benjamin West Poindexter and Marcellus E. Wright Associated Architects for Henrico County. Marcellus E. Wright, Sr. (1881-1962) served as Chief Draftsman in 1908 for Charles M. Robinson (1867-1932), who was the Public School Architect for the City of Richmond 1910-1930. Wright then founded his own firm in 1912 and maintained a successful career designing civic and commercial buildings as well as apartment buildings and residences, but he is perhaps best known for designing the Altria Theater (formerly known as the Mosque and the Landmark Theater) in association with Robinson.

- The two story, Colonial Revival red brick 1917 building is particularly notable for its fenestration. The number and configuration of its windows reflect the early 20th century “open air school” movement, which promoted a healthy open air school environment featuring large windows and wide hallways to facilitate air flow in order to limit the spread of disease.
- There are relatively few schools built prior to 1919 that remain in Richmond. Most have been demolished.
- About the 1930 building:
 - Designed by Raymond Victor Long (active 1923-1953), Architect for the State Board of Education, the 1930 building was built by the Virginia State Board of Education for Henrico County. Long designed 35 school buildings around Virginia but, to my knowledge, this is his only work in Richmond.
 - The 1930 building is unique in that it was not designed as an “addition” but rather as the second in a matched reciprocal pair of Individually monumental buildings. Notably, the fenestration pattern on the 1930 building is reversed from that on the 1917 building.
- These buildings hold and reflect the stories and memories of many generations of students and faculty. This is one reason so many in the community share great affection for them. Notable figures who walked these halls include:
 - Principal Ira Owens Beaty, who was the father of actors Warren Beatty and Shirley MacLaine.
 - Student Daisy Jane Cooper, who fought for three years before finally gaining admission in 1961 as only the third student to integrate Richmond public schools. Daisy Jane Cooper was a resident of the quiet Westwood neighborhood, an African American enclave near the Westhampton School, which was perhaps one of the earliest planned neighborhoods in Westhampton. This story was highlighted in Michael Paul Williams’ December 19, 2016 column in the *Richmond Times Dispatch*.

For these reasons and more, both Westhampton School buildings should be considered architecturally, historically and culturally significant structures. Both historic structures can and should be saved.

Proposed Rezoning:

You invited me to a meeting on Friday, December 15 and at that meeting advised me that Bon Secours planned to file to rezone to the B-7 zoning district the Westhampton School parcel, as well as a number of additional neighboring or nearby parcels in the City of Richmond and Henrico County. You suggested that a rezoning, rather than a SUP, was more appropriate because it would provide the flexibility desired by the potential developers with whom you were discussing the redevelopment of the Westhampton School buildings.

In our meeting, I noted a preference for the SUP process (and indicated that I thought the neighborhood would feel the same) but said that I would keep an open mind and study the filing before making a decision. I also noted (not for the first time) a concern with the lack of transparency associated with Bon Secours’ process of seeking and evaluating potential redevelopment proposals. You assured me that all interested parties received the same information package and were subject to the same timetable for submission of proposals. I asked for more information about the number of proposals received, the number of proposals involving the preservation and adaptive reuse of the school buildings, the proposed partners making proposals, and the criteria by which you planned to evaluate the proposals. You declined to provide any of this information. I noted that the community likely would object to any proposed rezoning application without having sufficient information about the proposed plans for the historic school buildings to allow them to evaluate the application.

At this time, based on the information we have now, we respectfully object to the proposed rezoning application. Our reasons for opposing the application include:

- **The zoning application is overly broad with respect to parcels to be included.** We do not understand the reason for, and do not support, including a number of additional historically residential parcels in this zoning application for the Westhampton School parcel. We recommend that all such parcels be removed from this application.
- **The zoning application is overly broad with respect to permitted uses.** We believe that a SUP (identifying the specific proposed uses) is the more appropriate application to be made with respect to the Westhampton School parcel. The B-7 zoning district has an extensive and intensive list of permitted uses, only four of which have been proffered to be prohibited on the parcel. Most of the B-7 permitted uses will differ in significant ways from the historic use of the parcel and will have a significant and adverse impact on the surrounding neighborhoods.
- **The zoning application is not in compliance with the City's Master Plan.**
 - The most recently adopted Master Plan does not contemplate further encroachment of commercial development into the residential neighborhoods in this area and it recommends that expansion of commercial areas should not be allowed if resulting redevelopment or site expansions adversely impact surrounding residential areas.¹
 - The Master Plan further provides that "Any expansion of St. Mary's Hospital and its related facilities, including parking, into City residential neighborhoods to the south should not be allowed."²
 - In addition, while the Master Plan does contemplate expansion of the Libbie/Patterson commercial area, the contemplated expansion is to the south and east of that intersection with an Urban Business zoning district (not with the more intensive B-7 district).³
 - We note that the City has recently launched the Richmond 300 master planning process and recommend that any proposed rezonings should wait until that planning process has been completed and meaningful community input has been received.
- **The B-7 zoning district is not best suited for this parcel.** The B-7 district is "intended to promote the enhancement of mixed use areas that are undergoing revitalization and adaptive reuse by providing for alternative economic use of existing structures, while enabling continuation of existing industrial and service uses." In short, B-7 is intended for areas transitioning from industrial and service uses to more mixed uses (such as Scott's Addition). The Westhampton neighborhood has never been industrial in nature. Rather, it is a "Streetcar Village Neighborhood" that has been primarily residential, with a mix of small-scale, pedestrian friendly, neighborhood business and office uses. Neighboring districts are zoned R-2, R-4, R-5, R-53, RO-1, RO-2, UB-PO1, B-2, or I. These existing districts are either exclusively residential in nature or are pedestrian-oriented urban shopping or office uses compatible with adjacent residential neighborhoods. The one exception is a preparatory school campus zoned for Institutional use. The appropriate zoning for this parcel should be compatible with the nearby residential neighborhoods and facilitate small-scale, pedestrian-oriented mixed uses. It should enhance the best characteristics of this "Streetcar Village Neighborhood," rather than transforming it into one with the characteristics of a "Post-Industrial Neighborhood."

¹ Richmond Master Plan 2000-2020, adopted in 2001 and amended by Ordinance No. 2012-8-15, adopted March 28, 2011 (Master Plan), page 180 and 183.

² See Master Plan, page 184. See also page 179.

³ See Master Plan, page 183.

- **The zoning application does not describe a specific plan for the Westhampton School parcel, but rather is being proposed to afford maximum flexibility for potential and theoretical future uses.** This is unfair to the community. The community deserves to have full information regarding the specific plan for the parcel and deserves a full and fair opportunity to consider that proposed use in connection with any rezoning application. This parcel is subject to an arrangement for public land overseen by a public authority - the EDA. In fact, the EDA arrangements include a "Westhampton Zoning Condition," which must be satisfied before any development on the Westhampton School parcel. Community engagement is a necessary part of any rezoning or SUP. We urge you to schedule community meetings to provide fulsome information about Bon Secours' specific plans and obtain meaningful community input about them.
- **The zoning application does not establish a plan to save the historic Westhampton School buildings.** Bon Secours has provided no information regarding the proposed use of the Westhampton School buildings or details of any proposed redevelopment or adaptive reuse of the historic Westhampton School buildings. Indeed, Bon Secours seems to prefer the demolition of the historic 1930 building. We note that City Council's actions approving the transaction in 2012, the EDA's transaction documents in 2013, and the community (repeatedly before and throughout the process) have all expressed a strong preference for the preservation and adaptive reuse of the historic Westhampton School buildings. We oppose any zoning application or SUP application for the Westhampton School parcel that does not provide for the preservation and adaptive reuse of both historic Westhampton School buildings.

For more than a century, the Westhampton neighborhood has been centered around, and defined by, the historic Westhampton School buildings. We at Historic Richmond - and the community - care deeply about their fate. I look forward to continuing our dialogue and learning more about Bon Secours' plans for this area.

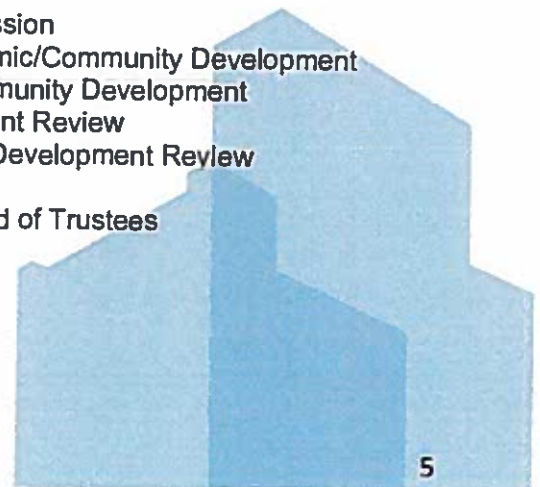
Thank you for your consideration of these recommendations, comments and concerns. Please do not hesitate to contact me with any questions at (804) 643-7407 or ccrump@historichrichmond.com.

Sincerely yours,



Cyane Crump
Executive Director

cc: The Honorable Andreas D. Addison, Councilman, Richmond City Council, 1st District
Julious P. Smith, Jr., Chair, Board of Directors, Economic Development Authority, City of Richmond
Rodney Poole, Chair, City of Richmond Planning Commission
Lee Downey, Deputy Chief Administrative Officer, Economic/Community Development
Jane C. Ferrara, Chief Operating Officer, Economic/Community Development
Mark A. Olinger, Director, Dept. of Planning & Development Review
Matthew Ebinger, Principal Planner, Dept. of Planning & Development Review
James Theobald, Esq
David I. Meyers, Esq., President, Historic Richmond Board of Trustees



Ebinger, Matthew J. - PDR

From: Mike Lennon [mlen26@yahoo.com]
Sent: Monday, June 11, 2018 10:00 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Subject: St Mary's B-7 Application

Dear Councilman Addison & Mr. Ebinger,

As a resident of the Glenburnie neighborhood, in very close proximity to the rapid overdevelopment of the Libbie/Grove corridor, I have serious concerns with the opaque proposed zoning changes to the old Westhampton school property on Patterson Ave. It is difficult for me to attend zoning meetings in person due to my work schedule.

I currently would request that both of you vote to disapprove of current proposals until an accurate & comprehensive study of traffic and parking for both Patterson/Libbie and Grove/Libbie areas can be performed. The results of such study can better inform the tax payers in the adjacent neighborhoods for future open & collaborative discussion of zoning change. I understand that Councilman Addison has previously stated that a traffic study should be performed, and wonder how this rezoning application can be considered if this study has not yet been done? And the study should be done appropriately, when all of the local schools are in session. Previously, there had been serious local opposition to the SUP granted to the Westhampton theater property, based on neighbors concerns of congestion, safety & parking issues. How the previous Councilman voted in favor of the SUP with such strong opposition (approximately 1000 signatures) is beyond me, but perhaps it is one of the reasons why he is the previous and not current councilman.

I can attest that our fears of increased traffic and worsened parking situation have come true with the current construction on Grove Ave - and the new businesses have yet to even open. The Patterson end of the Libbie corridor will almost certainly suffer the same fate if not carefully zoned, and my neighborhood will be boxed in on both sides

Please heed the concerns of those that you represent & vote NO on the B-7 application

Thank you,

Michael Lennon
5502 Bewdley Rd
Richmond, VA 23226

Ebinger, Matthew J. - PDR

From: Sarah Allen-Short [sarah.allenshort@gmail.com]
Sent: Monday, June 11, 2018 8:45 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Concerns about Westhampton School Project

To whom it may concern,

I am a resident of the neighborhood directly adjacent to the intersection of Libbie and Patterson that Bob Secours is asking to redevelop.

I have significant objections to this project and ask that you postpone a decision on Bon Secours rezoning application for the Westhampton School and the eleven parcels on Park Avenue.

These are my concerns:

- 1) Traffic will increase, and it is already a challenging situation. It will get worse when the Westhampton Theater redevelopment is done this summer. There has been no comprehensive traffic study in years.
- 2) the look and feel of the neighborhood will change substantially with b-7 zoning. This is a desirable neighborhood to those of us who live here in part because of historic shops and buildings. We don't want it to look like Short Pump.
- 3) the baseball field there is an important local resource. My son (age 10) and his friends all play there as do many community and church groups.
- 4) parking is already bad and will get worse, making this a less desirable destination for commerce. Parking will decrease with new Pulse bus stops. We need to let the Richmond 300 Master Plan Advisory Commission complete it's parking study.
- 4) Bon Secours has not ever been forthcoming or straightforward about their plans. The residents feel Bon Secours has been dishonest and have "baited and switched." They were given permission to use that land with the understanding that they'd preserve the historic building; I believe they never intended to do so. They've had five years to work on this and do not need this application to be rushed through without careful consideration. They have not submitted any concrete plans- why should they be issued new zoning when we don't know what they plan to do with it?

There are too many unanswered questions to agree to their requests at this time. Please require the following before making a decision: 1)completion of traffic and parking studies 2)detailed plans from Bon Secours.

Please make this submission part of the public record before the Planning Commission and City Council on this matter.

Regards,
Sarah Allen-Short

Ebinger, Matthew J. - PDR

From: Linda Easley [LKEasley@verizon.net]
Sent: Monday, June 11, 2018 3:39 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; 'Save Libbie & Grove.'
Subject: Westhampton School and St. Mary's continued expansion

"Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned."

Ebinger, Matthew J. - PDR

From: Anne Daniel [anne.daniel@verizon.net]
Sent: Monday, June 11, 2018 4:20 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; Agelasto, Parker C. - City Council
Subject: Important Neighborhood Preservation Concerns

Dear Sirs:

I would like this to be submitted as a part of the public record on the rezoning request for the planning commission and for city council:

I have lived on Seneca Road in Tuckahoe Terrace since 1982. Tuckahoe Terrace is adjacent to the Grove/Libbie/Patterson corridor.

I am writing to express my concerns to the Bon Secours Rezoning application to B7 commercial and light industrial.

My concerns are the following:

1. Traffic in Grove/Libbie/Patterson is already in a state of chaos when the schools are in session. There has been no specific traffic study done even when it was ordered with the 2012 master plan amendments. There has been nothing mentioned about the proposed rezoning and traffic impact. I understand the city wants density and money but at the expense of the adjacent and adjoining neighborhoods is problematic.

2. Traffic and parking has always been a concern in the Grove/Libbie area. I personally don't need extra parking because I could walk. Traffic is a definite issue. There needs to be somewhere for patrons to park instead of overflowing into the neighborhoods. I don't understand why Bon Secours needs immediate approval when there has not been done a traffic study for the whole area. A comprehensive traffic study needs to be done. With high density there is more traffic but the traffic needs somewhere to go. Not all the traffic is going to the shops at Libbie/Grove/Patterson. Just today I saw an accident on Patterson right near Betty Baugh animal hospital. Why not wait on the

Westhampton school proposal until a traffic study is complete. Or is the city just going to overlook that density and traffic go hand in hand.

3. Rezoning for Bon Secours should not be done at this time. Bon Secours wants it done now because they know that the Richmond 300 charrette most wanted 2-3 stories in this area. I have seen so much bait and switch over the years with Bon Secours. When it first moved to its location it was supposed to be a small hospital. It was not supposed to overtake the surrounding neighborhoods. As a medical professional, I remember when this happened. Why not do a SUP? I would presume they do not want tax payers input. They want to build big and tall and have no intent of saving the historic property. And if it gets rezoned they can do anything they want. They just want what they want without any concern for neighbors. That is why Bon Secours has been buying up adjacent properties.

In summary, there are too many questions that have not been addressed. Their transparency is lacking. Why not tell the taxpayers what the intentions are for the 11 parcels that they have purchased. Why not grant an extension so the traffic study and parking can be addressed. This is LONG overdue. It would be ashamed to destroy the neighborhoods that are immediately impacted by their carte blanche rezone.

Sincerely,

Anne Daniel

Ebinger, Matthew J. - PDR

From: Beverly Stewart [bevstewart219@gmail.com]
Sent: Monday, June 11, 2018 3:18 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Subject: St. Mary's Expansion Vote

Dear Sirs:

As someone who attended Westhampton School from kindergarten thru the 8th grade and grew up and still live in the neighborhood, I was very, very disappointed that St. Mary's decided not to go ahead with the nursing school at that location.

And, after attending the last meeting concerning this issue at St. Bridgets where I left feeling even more disturbed, I am writing in hopes that you will reconsider the B-7 issue for the development of Westhampton and expansion of the St. Mary's campus into the surrounding neighborhood. I am concerned about the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process.

I am asking that you vote NO on 6/25. I would also like to see any future consideration of zoning changes to accommodate the Westhampton redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interest of all concerned.

Once again, I respectfully request a NO vote from City Council on 6/25.

Beverly Stewart

Ebinger, Matthew J. - PDR

From: Hyde Loupassi [hydeloupassi@gmail.com]
Sent: Monday, June 11, 2018 1:36 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Subject: Bon Secours B-7 rezoning request for Westhampton School

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

This project has a high likelihood of totally changing the landscape of our priceless neighborhood. The Westhampton School building is a piece of history of our area and it would be a shame if we were to lose it.

Please keep these thoughts in mind and vote NO for this rezoning request.

Sincerely, Hyde Loupassi

Ebinger, Matthew J. - PDR

From: Billy Parish [bparrish400@gmail.com]
Sent: Monday, June 11, 2018 1:23 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Rezoning request



Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Sincerely Billy Parrish
Resident of Westhampton



Sender notified by
Mailtrack ---

Ebinger, Matthew J. - PDR

From: Claude Coleman [claudc_colemaniii@hotmail.com]
Sent: Monday, June 11, 2018 12:18 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: St. Mary's Campus Expansion

Due to the number and wide variety of unrcsolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Regards,

Claude Coleman

Ebinger, Matthew J. - PDR

From: Doyle DeGuzman [doyle_deguzman@yahoo.com]
Sent: Monday, June 11, 2018 11:25 AM
To: Ebinger, Matthew J. - PDR; libbiegrovelove@yahoo.com; Addison, Andreas D. - City Council
Subject: Development of Westhampton School Site Concerns

"Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned."

I have lived in this neighborhood for the last 15 years, and the charm is that the area is safe and walkable. I've noticed how Bon Secours has been buying and leveling the houses between the main hospital and the Westhampton school, and I welcome the changes. I just want to make sure that the plans complement the area--rather than take away from it. The green space needs to be maintained, traffic patterns need to be discussed, and the area needs to be pedestrian and bike friendly.

At this time, I would ask that you provide a No vote until plans can be further evaluated.

Doyle DeGuzman
6218 Jeffrey Road
804-342-8972

Ebinger, Matthew J. - PDR

From: Kathy Watson [krwatson12@gmail.com]
Sent: Monday, June 11, 2018 10:47 AM
To: Addison, Andreas D. - City Council; Ebinger, Matthew J. - PDR
Cc: libbiegrovelove@yahoo.com
Subject: B-7 application for Westhampton School site

We are very concerned about the unresolved concerns with the B-7 application for the development of the Westhampton School and the expansion of the St. Mary's campus. This potentially can have a huge impact on the surrounding neighborhoods and businesses. We are requesting, as 35 year residents of the 1st district, that you vote NO on 6/25 and do your best to encourage other city council members to do the same! Additionally, no further considerations of zoning changes to these areas should take place until completion of comprehensive traffic and parking studies.

A very unfortunate precedent has already been set by what the city encouraged and City Council voted to allow in the nearby Libbie and Grove area. Traffic and parking issues are out of control. Libbie Avenue is like a third world country. The painted lines are gone and the potholes so numerous that they are nearly impossible to avoid. The current infrastructure cannot handle the increased public demand and large vehicles the construction is bringing. The additional bus stops that are proposed/coming will just add misery to an already terrible situation.

It is time for the city of Richmond and City Council to step up and do the right thing for a change. Again, please vote NO on June 25.

Sincerely,
Katharine and Drake Watson
5507 Matoaka Road

Ebinger, Matthew J. - PDR

From: Lily Schultz [fromvicki@live.com]
Sent: Monday, June 11, 2018 10:32 AM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Westhampton School Rezoning

Hello.

I live near the beloved Westhampton School. I am very concerned over Bon Secours plans for the site. When the city gave them the lease on the site, the neighborhood was told that the building would be remodeled and become a nursing school. It is my understanding that Bon Secours now plans to tear down this beautiful building and replace it (and the rest of the grounds) with office buildings and parking. I am highly opposed to this plan.

Because of the number (and wide variety) of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, I am respectfully requesting a **NO** vote from City Council on 6/25.

Furthermore, I ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Your consideration in this matter is greatly appreciated.

Respectfully,
Vicki Schultz

Ebinger, Matthew J. - PDR

From: Julie Phillips Drechsler [jrp8m@yahoo.com]
Sent: Monday, June 11, 2018 10:18 AM
To: libbiegrovelove@yahoo.com
Subject: Please Vote No on Bon Secours B7 Request

All,

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

As an organizer for Save Libbie & Grove, a neighborhood group representing about 600 city residents, the specific concerns we've heard are as follows:

- a. B-7 is wrong for the Westhampton School site, at a permitted 5 stories in a residential area. Using one existing exceptional building (the school) as justification for rezoning an entire 6 acres is false logic. Sure, keep the school footprint at its existing height, but a more rational height for the remainder is 35', as that's the zoned height for BOTH residential and commercial.
- b. Bon Secours has not submitted plans for the site and that lack of transparency is concerning.
- c. The City has not undertaken the holistic parking and traffic study of the area ordered as part of the 2012 Master Plan revision.
- d. There is no protection for the historic Westhampton School building.
- e. The City is giving a lot of attention to Terminal Bldg (Stone Brewing deal) and whether it should stay or go.. school should get equal if not more given its historical significance in desegregation of our area and proximity to residential neighborhoods.
- f. Any development on the Westhampton School site should either conform to the existing Master Plan strategy, or be put on hold until the completion of the Master Plan revisions via the Richmond 300 effort.

g. Master Plan specifically says .. “ Any expansion of St. Mary’s.. including parking.. into City residential neighborhoods to the south should not be allowed.” There hasn't been any data introduced that would ground the fact that it won't cause problems, so we have to assume it will.

h. The rezoning request has strayed from the original school development goal outlined in the EDA agreements. Campus expansion is separate from the school matter and should be treated as unique projects from a planning/zoning perspective.

i. Specific to Bon Secours, the 2017 neighborhood charrette facilitated by WCA and WMA showed that a majority DO want redevelopment of the school site, but are concerned about lack of transparency, height, and want parking and traffic addressed FIRST. That charrette also highlighted the fact that the neighbors are frustrated with the lack of consideration that the City has demonstrated towards their concerns about neighborhood planning decision.

Thank you,
Julie Phillips Drechsler

Ebinger, Matthew J. - PDR

From: Tom Osgood [tomosgood201@gmail.com]
Sent: Monday, June 11, 2018 9:45 AM
To: Addison, Andreas D. - City Council; Ebinger, Matthew J. - PDR
Cc: libbiegrovelove@yahoo.com
Subject: Vote NO to the B-7 app

As a resident of Tuckahoe Terrace, I travel the Libbie Grove corridor daily. I am concerned by the heavy traffic levels on Libbie, Grove, Patterson, and Maple.

If you are planning to support the Bon Secours expansion, I respectfully request you ensure two studies are completed: the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study.

In order to decide what's best for this already crowded area, please use reliable data to inform your vote.

Thank you,
Tom Osgood

Tom Osgood
201 Tuckahoe Blvd.
Richmond, VA 23226
804.314.4755

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Sent from Gmail Mobile

Ebinger, Matthew J. - PDR

From: Gretchen Japhet [gjaphet@me.com]
Sent: Monday, June 11, 2018 6:49 AM
To: Ebinger, Matthew J. - PDR
Subject: westhampton

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Thank you for considering. Gretchen

Gretchen Japhet
804.356.1442 (cell)
gretchenjaphet@comcast.net
gjaphet@me.com

Ebinger, Matthew J. - PDR

From: Greg Lucyk [gglucy@comcast.net]
Sent: Sunday, June 10, 2018 11:10 PM
To: Ebinger, Matthew J. - PDR
Cc: Addison, Andreas D. - City Council; Agelasto, Parker C. - City Council; Rodney@thewiltonco.com
Subject: Comments on Bon Secours Rezoning Application for the Westhampton School and surrounding Property

Dear Mr. Ebinger,

I am a Richmond City resident and have lived in the Glenburnie neighborhood at the corner of Grove and Seneca in the near west end for 25 years. My neighborhood is adjacent to the Grove/Libbie/Patterson corridor. I am writing to express my concerns and objections to the Bon Secours Rezoning Application, seeking to rezone the Westhampton School Property and eleven separate parcels across the road on Park Avenue (all of which have no connection to the school property) to B-7 commercial and light industrial. I am informed this application is being set for consideration by the Planning Commission at its June 18th meeting, and then by City Council on June 25th. This application is being unreasonably fast tracked, however, and in my view, it lacks merit on many levels and should be denied. Alternatively, any consideration of approval at this time is premature and should be postponed until there is further information, analysis and development.

My concerns are as follows. (1) Traffic in the Grove/Libbie/Patterson corridor is in a state of overwhelming chaos, and it will become even more aggravated and dangerous when the Westhampton Theater development is completed this summer. There has been no comprehensive traffic study in this area for several years (and while a study was ordered with the 2012 Master Plan amendments, it was never completed). In fact, the DPW Traffic Engineering Section has not yet even weighed in on traffic impact of the proposed rezoning. It is still "under review." Moreover, our First District City Councilman, Andreas Addison, promised as part of his election campaign platform that he would not vote for any development proposal in this area until a comprehensive traffic study was completed. He repeated this promise to his constituents in his First District Newsletter sent on January 23, 2018, when he wrote that a comprehensive traffic study "must happen prior to any action being taken with the Westhampton School site." That study has not yet happened, and accordingly, no action should be taken on this application until the previously ordered traffic/circulation study is completed.

(2) Parking has always been a concern in the Grove/Libbie/Patterson corridor, but it became a huge problem with the commencement of the Westhampton Theater LLC construction project and the closure of the 150 space parking lot behind the Westhampton Theater in order to create a private, gated facility. Now, hundreds of employees of the restaurants, shops and businesses in the area who used to park in that lot are fighting for parking up and down Grove Avenue and in the surrounding neighborhood streets. Parking will be further reduced by the Pulse express line installation of six new bus stops up and down Libbie Avenue. Each stop will eliminate up to four parking spaces, meaning the loss of an additional 24 parking spaces in the area for employees and customers. In sum, parking demand is increasing, while availability is decreasing. The Richmond 300 Master Plan Advisory Commission is in the process right now of conducting a comprehensive study of parking issues in the Grove/Libbie/Patterson corridor. In fact, that group is holding a community meeting on June 16th (just two days before the Planning Commission meeting) to receive public input on parking issues in the Grove/Libbie/Patterson corridor. It strikes me that Bon Secours has had five years to prepare this project, but now it is presented as an urgent undertaking needing immediate approval. That just does not make sense. We insist on the completion of a comprehensive traffic study and the Richmond 300 parking analysis before any action is taken on the Westhampton School rezoning proposal.

(3) There are a number of other issues that militate against consideration of the rezoning request at this time. First, the rationale offered by Bon Secours for proceeding with a rezoning request, as opposed to a special use permit, is to allow more alternative uses for the school property in order to preserve the historic school. Yet, Bon Secours spokesperson

Rhodes Ritenour has stated publicly that “we are unable to unequivocally commit to preserving the school building at this time.” (See *Richmond Bizsense*, June 1, 2018). We have seen this “bait and switch” approach to historic preservation all too frequently in recent years, including with the Westhampton Theater project, the Terminal Building Stone Brewing deal, and now the Westhampton School. Why grant a sweeping zoning change when it very likely will not achieve the stated purpose? Second, the request is overbroad and purposefully vague. Note that the zoning change would apply not only to the school property, but also to eleven separate parcels located offsite across Park Avenue from the school property. Seven of these properties were purchased by Bon Secours after it signed the contract with the City. Where is the transparency that should be front and center in these proceedings? Bon Secours has not submitted any plans or proposed uses for these properties. It is grotesquely unfair to the residents in the adjacent neighborhoods to allow *carte blanche* use of these properties when serious traffic, parking and increased density problems remain unaddressed. Third, B-7 zoning allows building heights of up to five stories – six stories if the existing structures are razed and new buildings constructed. Westhampton residents are overwhelmingly opposed to such large structures. There have been three surveys of Westhampton citizens in the last two years addressing, among other things, allowable building height in the corridor – including the Westhampton Citizens Association survey in 2016; the Richmond 300 Charrette conducted earlier this year; and the First District survey conducted by Andreas Addison last month. All three of these surveys demonstrated broad public opposition to any building heights above 2 – 3 stories in this corridor. Approval of this rezoning application, without additional limitations or conditions on maximum building height, would ignore the documented preferences and be a slap in the face to the citizens of Westhampton.

In sum, there are too many unanswered questions and gaping holes in the submitted application to proceed at this time. We ask the City to require the completion of a comprehensive traffic study and the Richmond 300 parking analysis, along with requiring Bon Secours to address its intentions for the eleven parcels outside the school property, before any action is taken on the Westhampton School rezoning proposal. There can be no harm in granting an extension of six months to complete this record before formal action is taken. The potential harm to our community, however, of proceeding on the basis of incomplete information could be irreparable.

Thank you for your attention to these important neighborhood preservation concerns. I will appreciate if you would make this submission part of the public record before the Planning Commission and City Council on this matter.

Sincerely,

Gregory E. Lucyk, Esquire
804.920.7031
gglucy@comcast.net

Ebinger, Matthew J. - PDR

From: Betsy Gardner [betsygzgardner@verizon.net]
Sent: Sunday, June 10, 2018 9:19 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com; Agelasto, Parker C. - City Council; Larson, Kristen N. - City Council; Hilbert, Chris A. - City Council; Gray, Kimberly B. - City Council; Robertson, Ellen F. - City Council; Trammell, Reva M. - City Council; Jones, Michael J. - City Council; Newbille, Cynthia I. - City Council
Subject: Re: Westhampton School Rezoning

To Whom It May Concern,

I am writing to express my alarm and concern over the Westhampton School Property. I urge you to **OPPOSE** any zoning change and request that the development go through the Special Use Process. Once re-zoned, they can demolish and build **BY-RIGHT** with absolutely no review by the public or city council. We have seen too often in the news as of late that the city is allowing it's history - it's buildings - to be demolished at the whim of developers. The Westhampton School is part of Richmond's history that once destroyed we would never get back. The surrounding neighborhoods (as well as Historic Richmond) are opposed to the Westhampton School zoning change and are asking for the projects to remain as SUP's and that no development take place without a clear plan for the reuse of the existing buildings. It is not just the near West End that sees the damage of this zoning change. It is much of the city and county residents that understand this loss as well as will feel the impact of the density proposed.

The deal between the City, the Redskins and Bon Secours was never one that stood to benefit our schools or our city but was a boondoggle of our previous Mayor. It has created an aura of distrust in the intentions of our city leaders and who really stands to gain with these backroom deals. Stand up and save this beautiful piece of Richmond history. Make this right. Do not rezone and go back and renegotiate. Save the Westhampton School.

Sincerely,

Betsy Gardner
11 Albemarle Avenue
Richmond VA 23226

Ebinger, Matthew J. - PDR

From: Kat Stoneman [katstoneman@gmail.com]
Sent: Sunday, June 10, 2018 9:10 PM
To: Ebinger, Matthew J. - PDR
Subject: Development of Westhampton School site

Dear Mr. Ebinger,

As a Richmond City resident for almost 50 years, I find it necessary to write to those who are determining the outcome of the development by Bon Secours Health System at the former Westhampton School site and expansion of the campus of St. Mary's Hospital.

I believe it would be most appropriate to have transparency and due diligence of the process, and request an Impact Study, a comprehensive traffic and circulation study. Also, a study of the Master Plan Richmond 300 parking study should be undertaken as well, prior to a vote. I'm respectfully requesting a **NO** vote from Planning Commission on 6/18 until that takes place.

I sincerely believe it is owed to the people and voters of Richmond to perform your duties in an honest and transparent manor.

Respectfully,

Kat Stoneman

Ebinger, Matthew J. - PDR

From: Celie Gehring [celieg3@yahoo.com]
Sent: Sunday, June 10, 2018 7:55 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Bon Secours rezoning application

Please vote "NO" on the Bon Secours Rezoning Application until a traffic/parking study has been completed. Not sure how you, in good conscience, could vote for the rezoning until this most critical aspect has been properly addressed. Thank you. Celia Gehring

Sent from my iPhone

Ebinger, Matthew J. - PDR

From: Mac Purrington [mac@applespice.com]
Sent: Sunday, June 10, 2018 7:36 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Concerns with Westhampton School Redevelopment

Hello-

Thank you for your service to our community. I understand it is a relatively thankless job. My family appreciates your unbiased representation of all constituencies in the area.

Our family is concerned with a few items:

- The growth of the Libbie/Patterson corridor without appropriate planning. We live three blocks from Grove/Libbie and regularly see increased congestion. We worry about the affect on this congestion brought by the new buildings,
- A massive redevelopment of the St. Mary's campus could create serious new congestion issues and change our wonderful area from a haven to one to avoid, and
- We are disappointed in the manner in which Bon Secours gained access to the facility in the first place. A non-transparent deal between the mayor and the company to help fund the Redskins training facility. I believe Bon Secours said they would renovate the building, but then reversed course. In our opinion, their intentions were not accurately portrayed through the negotiations. Once the mayor left, they now believe they can do whatever they want. This seems ingenuous to the process and concerned exclusively with financial gain versus the needs of the area.

We do not believe Bon Secours should have gained access to redevelop the entire area in their contract with the mayor. They should be able to renovate but not redevelop.

So, due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25.

Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Thank you, Mac Purrington

Ebinger, Matthew J. - PDR

From: lucyricardo [lucyricardo1950@yahoo.com]
Sent: Saturday, June 09, 2018 10:24 PM
To: Ebinger, Matthew J. - PDR
Cc: Addison, Andreas D. - City Council
Subject: Vote no to Westhampton expansion

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Christine
City of Richmond resident

[Sent from Yahoo Mail on Android](#)

Ebinger, Matthew J. - PDR

From: nancy overstreet [nancyostreet@aol.com]
Sent: Saturday, June 09, 2018 1:42 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Planning Vote on 6/18 and Council Vote on 6/25 RE: St. Mary's Expansion

It would be a disservice to all the residents affected by the development of the Westhampton School site and expansion of St. Mary's for the Council to let the Planning go forward WITHOUT the benefit of a traffic study and other considerations. I urge you to consider the citizens who will be affected and vote NO on 6/18 and 6/25.

Nancy Overstreet
6004 Bremo Road

Sent from Mail for Windows 10



Virus-free. www.avast.com

Ebinger, Matthew J. - PDR

From: Georganne Long [gwlgyn@gmail.com]
Sent: Friday, June 08, 2018 8:21 PM
To: Ebinger, Matthew J. - PDR
Subject: St. Mary's Hospital/B-7 zoning proposition

Hello Andreas,

I am writing to encourage you to block the proposed B7 zoning for the extended site of the old Westhampton School on Patterson Avenue. The potential of a 6 story building going in on that site would be tremendously detrimental to the vitality of this community. The area is not conducive to the increased traffic that could be generated by a 6 story building. This community has, unfortunately, already experienced tremendous traffic problems from the unfortunate, short-sighted work on Grove Avenue. These new traffic issues, plus potentially more, could be JUST the stimulus for many of the high tax paying citizens to make their trek out of the city to the counties. That would be tremendously unfortunate for the city. Thank you for your thoughtful, logical consideration of this important matter.

Kindly, Georganne Long

Sent from my iPhone

Ebinger, Matthew J. - PDR

From: Lloyd Osgood [lloydosgood@gmail.com]
Sent: Friday, June 08, 2018 1:48 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com
Subject: Please vote NO

Good afternoon:

Please vote NO to the B-7 application regarding Westhampton School. I live in the heart of Libbie Grove and am alarmed at the heavy traffic levels on Libbie, Grove, Patterson, and Maple. If you are planning to support the expansion, please **FIRST complete** the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study.

With proper data, you can make an informed decision about what's best for the area.

Thank you,
lloyd osgood

Lloyd Osgood
201 Tuckahoe Boulevard
Richmond, VA 23226
804.338.2273

Ebinger, Matthew J. - PDR

From: Margaret Johnson [margleetj@gmail.com]
Sent: Thursday, June 07, 2018 10:46 PM
To: Ebinger, Matthew J. - PDR
Subject: Fwd: Bon Secours/ Westhampton School Property

Sent from my iPad

Begin forwarded message:

From: Margaret Johnson <margleetj@gmail.com>
Date: June 7, 2018 at 5:05:16 PM EDT
To: mathew.ebinger@richmondgov.com
Subject: Fwd: Bon Secours/ Westhampton School Property

Sent from my iPad

Begin forwarded message:

From: Margaret Johnson <margleetj@gmail.com>
Date: June 7, 2018 at 12:53:35 PM EDT
To: mathew.ebinger@richmondgov.com, andreas.addison@richmondgov.com
Subject: Bon Secours/ Westhampton School Property

Gentlemen:

The proposed re-zoning application being considered by the Planning Commission and City Council Presents too numerous issues with unanswered and vague consequences to the surrounding neighborhoods to be approved at this time. Foremost of which are the consequences of unknown increased traffic volume and unknown patterns. It is a well known and frustrating fact of life for citizens living and working in the areas bounded by Granite/Libbie/Maple/Grove and Patterson Avenues that traffic is already creating congestion, fender-benders and scarcity of parking. This area, fondly referred to for decades, as the "Westhampton" neighborhood has lost the iconic Westhampton Theater, and the Westhampton School's fate was sealed with a less than successful deal negotiated by our former City administration. The character and charm of the entire area is being threatened by this trend popularly referred to as "progress", which appears to be reactive and haphazard to this observer, as opposed to long-term well planned progress.

I am submitting my request for more transparency in this process, a "NO" vote on the current zoning request until the final results of the Richmond 300 effort is made.

Respectfully,

Margaret t. Johnson
5901 Fergusson Road
Richmond, Virginia 23226
Sent from my iPad

Ebinger, Matthew J. - PDR

From: Mamie Farley [mamiefarley@icloud.com]
Sent: Thursday, June 07, 2018 3:13 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com
Subject: For your attention - St. Mary's campus expansion

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Thank you,

Mamie Farley

Ebinger, Matthew J. - PDR

From: Laura Hogan [blublusea@hotmail.com]
Sent: Thursday, June 07, 2018 1:40 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Westhampton School Redevelopment and St. Mary's campus expansion

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, I respectfully request a NO vote from City Council on 6/25. Furthermore, I ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned. Traffic and parking are already a problem in this area.

Sincerely,
Laura Hogan

Laura Hogan
blublusea@hotmail.com

Ebinger, Matthew J. - PDR

From: Elizabeth Williams [hattithurber@aol.com]
Sent: Thursday, June 07, 2018 12:30 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com
Subject: Bon Secours B-7 application

As a city resident within walking distance of the Westhampton School site and frequent traveler along the Patterson and Libbie corridor, I join with the Save Libbie and Grove leadership in submitting the following:
Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Sincerely,
Elizabeth E. Williams

Ebinger, Matthew J. - PDR

From: Betty Dobbie [bettybeach51@gmail.com]
Sent: Thursday, June 07, 2018 9:08 AM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com
Subject: Zoning concerns with Westhampton School and St. Mary's Campus expansion

I respectfully request your attention to a matter of great concern to the members of the neighborhoods affected by the proposed development of the Westhampton School site and the expansion of the St. Mary's Campus. We want the best possible outcome for our community and the city, and are hoping that no corners will be cut or promises broken.

That said, and due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a **NO vote** from City Council on 6/25/18.

Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Hoping you will "do the right thing" for the community and the city of Richmond on this! Thank you for your consideration of our concerns.

Sincerely,

Betty Black Dobbie
Westwood Neighborhood Resident

Ebinger, Matthew J. - PDR

From: Mary Armistead [mlarmist@gmail.com]
Sent: Thursday, June 07, 2018 9:06 AM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council; libbiegrovelove@yahoo.com
Subject: Rezoning

Good Morning,

We are opposed to the request for the rezoning that Bon Secours is asking for due to lack of transparency, lack of a traffic study, and no commitment to save the Westhampton School building. Please consider our neighborhood's concerns before making a decision.

Respectfully,

Nat and Mary Stewart Armistead

Ebinger, Matthew J. - PDR

From: Bob Graham [rdgraham17@comcast.net]
Sent: Wednesday, June 06, 2018 10:03 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Cc: libbiegrovelove@yahoo.com
Subject: Saint Mary's Campus Expansion

Mr. Ebinger, Councilman Addison:

As a resident of Richmond's 1st District, I request your attention to the following.:

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, **I am respectfully requesting a NO vote from City Council on 6/25.**

Furthermore, I ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Sincerely,

Eunice D. Graham
5307 Toddsbury Road
Richmond, VA 23226

Ebinger, Matthew J. - PDR

From: Sarah Bagby [spbagby@outlook.com]
Sent: Wednesday, June 06, 2018 9:23 PM
To: Addison, Andreas D. - City Council; Ebinger, Matthew J. - PDR
Cc: libbiegrovelove@yahoo.com
Subject: Vote NO on the Bon Secours B-7 rezoning

Dear Councilman Addison,

Please vote NO on the Bon Secours B-7 rezoning request for Westhampton School and their St. Mary's campus expansion.

I am a lifelong resident of Richmond, am active in Corporate Real Estate and Development, am your constituent, and I do not support the rezoning at this time.

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25. Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned.

Regards,

Sarah P. Bagby

Sent from my iPhone

Ebinger, Matthew J. - PDR

From: Drake Watson [jdwatson123@gmail.com]
Sent: Wednesday, June 06, 2018 9:05 PM
To: Addison, Andreas D. - City Council; Ebinger, Matthew J. - PDR
Cc: libbiegrovelove@yahoo.com
Subject: Bon Secours B-7 rezoning request for Westhampton School and St. Mary's campus expansion

Matthew and Andreas,

Due to the number and wide variety of unresolved concerns with the above zoning request as well as the potential negative impacts to a large number of area residents and businesses if this effort is continued without appropriate transparency and due diligence, I respectfully request a NO vote from City Council on 6/25. Furthermore, any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion should only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned."

Many thanks!

Drake Watson

Ebinger, Matthew J. - PDR

From: Stephen Long [splpaindoc@aol.com]
Sent: Wednesday, June 06, 2018 8:22 PM
To: Ebinger, Matthew J. - PDR
Cc: Addison, Andreas D. - City Council
Subject: Patterson Ave Bon Secours Proposal

Dear Sirs:

As a resident of Hampton Gardens in the First District and as a voter and a taxpayer I urge a strong NO vote on June 18 & 25 respectively, to the planning commissioners and the City Council on the proposal by St Mary's Bon Secours to redevelop the Westhampton School property. We don't need further traffic issues, congestion or commercialization of a beautiful West End Neighborhood. We have enough hospital presence already.

Due to the number and wide variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, we're respectfully requesting a NO vote from City Council on 6/25.

Furthermore, we ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion only be undertaken after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can justly inform a collaborative discussion on appropriate next steps in the best interests of all concerned."

Remember, we the voters have LONG memories when our desires are not carried out by our elected officials.

Steve Long
Greenway Lane
23226

Ebinger, Matthew J. - PDR

From: J Heim [jlheim10@gmail.com]
Sent: Wednesday, June 06, 2018 7:36 PM
To: Ebinger, Matthew J. - PDR; Addison, Andreas D. - City Council
Subject: St. Mary's rezoning

Because of the number and variety of unresolved concerns with the B-7 application for 1) development of the Westhampton School site and 2) expansion of the St. Mary's campus into the surrounding neighborhoods, as well as the potential impact to a large number of residents and businesses if this effort is continued without appropriate transparency and due diligence of process, I respectfully ask you to vote NO on the application on 6/25.

I also ask that any future consideration of zoning changes to accommodate the Westhampton School redevelopment and/or St. Mary's campus expansion be undertaken only after completion of the previously ordered comprehensive traffic/circulation study and the Richmond 300 parking study, the results of which can inform a discussion on appropriate next steps in the best interests of all concerned.

Thank you for your consideration of this request.

Ebinger, Matthew J. - PDR

From: Stuart Carter [stuartscarter@gmail.com]
Sent: Tuesday, June 05, 2018 7:38 PM
To: Addison, Andreas D. - City Council; Andreas Addison
Cc: Ebinger, Matthew J. - PDR
Subject: Ordinance 2015-158 — 5800 Patterson Avenue

Andreas,

The Westview Civic Association Board voted unanimously this week to oppose Ordinance 2018-1S8, legislation reflecting the Bon Secours application to conditionally rezone a portion of the property known as 5800 Patterson Avenue (the Westhampton School property) and the S800, S802, S804, 5806, 5808, 5810, and S812 Park Avenue properties; and S801, 5803, and S805 Pratt Street from the R-4 Single-Family Residential District to S-story B-7C Mixed-Use Business District (Conditional).

Westview Civic, whose boundaries include Maple Avenue (from Grove Avenue to Patterson Avenue) and surrounding streets, has repeatedly expressed concern about the ever increasing traffic, parking and circulation issues in our area -- especially on Maple Avenue, Guthrie Avenue and York Road. The Association has requested many times over the last several years that a comprehensive traffic, parking and circulation study be completed for our neighborhood and the Westhampton area at large before any new Special Use Permit or land rezoning is approved. Until such data is collected, thoroughly analyzed and made publicly available, we cannot support a plan for 5-story B-7 zoning with the resulting increased density (this proposal also begins the process of rezoning to S-stories the properties between the current St. Mary's Hospital/Medical Office Buildings and the school property; see the Bon Secours St. Mary's "campus" Master Plan.)

Additionally, given the total lack of transparency that clouds this transaction now, and which has from the very beginning of this land deal, the Board is unwilling to endorse an option for which we have no detail; a development plan that is a complete unknown.

As we wrote to you in January, it is our Association's expectation that in your representation of our area, you will give serious weight to the strong feelings of a neighborhood directly affected by this proposal.

Best regards,
Stuart

Stuart Stringfellow Carter
President, Westview Civic Association
Richmond, Virginia

Ebinger, Matthew J. - PDR

From: Kelly Hayes [khayes109@icloud.com]
Sent: Tuesday, June 05, 2018 5:03 PM
To: Ebinger, Matthew J. - PDR
Subject: Fwd: Bon Secours rezoning request

Please see below. Please attach to your record.

Begin forwarded message:

From: Kelly Hayes <khayes109@icloud.com>
Subject: Bon Secours rezoning request
Date: June 5, 2018 at 5:00:32 PM EDT
To: Andreas.Addison@richmondgov.com

Dear Councilman Addison,

Due to the number and variety of unresolved concerns with the B-7 application for development of the Westhampton School site and expansion of the St. Mary's campus, I urge you to VOTE NO on June 25, 2018. The potential impact on surrounding neighborhoods, the automatic increase in traffic and street congestion and the fundamental alteration of the fabric of our neighborhood, are some of the reasons I respectfully urge you to VOTE NO. Historic Richmond opposes the rezoning, as do all the surrounding neighborhood associations. In fact from the meetings I have attended, you would be hard pressed to find any residential neighbors who are for it. The only group who is interested in seeing this happen is Bon Secours and the developers who stand to profit. But they are not the people who elected you Councilman, nor will they be the people who re-elect you. I am a 38 year resident of Richmond, I have owned homes in the Westhampton area of Richmond for 26 years, and I am a founding member of the Save Libbie and Grove organization. SL&G supported you in the election. During the campaign, you stated that you would not support any more development in the Libbie and Grove area until a comprehensive traffic and circulation study was done. The chance for you to keep your campaign promise is before you, Councilman Addison. Vote No on June 25, 2018. Complete the promised traffic study and wait until the Richmond 300 traffic study is done. Then revisit St. Mary's request for rezoning which, in my opinion, should be for institutional zoning and not B7. B7 has absolutely no place in Westhampton. Voting No at this time is a prudent, honorable, and consistent course of action which will protect area residents. It is also the course of action that you promised at the time of your election.

Sincerely,
Kelly Hayes
5908 Three Chopt Road

Ebinger, Matthew J. - PDR

From: Julie Phillips Drechsler [jrp8m@yahoo.com]
Sent: Sunday, May 13, 2018 10:52 AM
To: Rhodes Ritenour
Cc: Nadja Gutowski; Cyane Crump; Stuart Carter; Addison, Andreas D. - City Council; Olinger, Mark A. - PDR; Ebinger, Matthew J. - PDR; jsmith@williamsmullen.com; Agelasto, Parker C. - City Council
Subject: Bon Secours B-7 Rezone Response

Hi Rhodes,

I'm reaching out with regards to the latest Bon Secours response back to City Planning on the B-7 rezone request and a few resulting thoughts on this ongoing effort.

Bottom line, I continued to be dismayed at both the underlying request for a blanket rezone request of nearly 6 acres, as well as Bon Secours' approach (or lack thereof) to meaningful consideration of community concerns.

I believe the response to City Planning's request for clarification on why B-7 as the new zoning designation (as opposed to any other zoning category or an SUP) speaks volumes. Bon Secours justifies their request as including "uses that we believe are important both to Bon Secours and to any proposed developer, as limited by proffered conditions." No mention of the community. None. Of the four criteria you used when soliciting proposals from the developers last year, none addressed community concerns around safety, compatibility, or quality of life. You (Bon Secours) continue to focus primarily on uses, while, at the same time, completely disregarding feedback from neighbors and the City regarding concerns about safety (traffic/parking/circulation), height, density, history of the site, and quality of life for the neighbors, as well as a desire for transparency into such a sweeping change. Your B-7 position rolls on, in spite of feedback asking otherwise from pretty much everyone else involved, other than Councilman Addison. The immediately surrounding city civic groups, as well as Westhampton Citizens Association, Save Libbie & Grove, Historic Richmond Foundation, AND City Planning have all asked for consideration otherwise.

While the EDA contract focuses on the school site alone, you've chosen to cast a wider net by asking for a blanket rezone of nearly 6 ACRES, to include the residential properties between the school and the existing hospital campus. Continuing to call it the Westhampton School site, when it is SO much more, obscures the scope of your request. We continue to believe that the entire site warrants a special use permit and fits the very definition of the need for such. It's an historic structure, with a role in desegregation, that has existed as a defining touchstone in a residential neighborhood for 100 years and is bordered by a community commercial zone with a 35' height limitation. Both Historic Richmond Foundation and City Planning have asked for consideration on historic grounds.. with Historic Richmond specifically requesting an SUP. The neighbors' interest in an SUP is with the transparency that it brings to the site.. across all areas of concern. Furthermore, the existing Master Plan explicitly states that Bon Secours should not be permitted to expand to the south, as it will negatively impact the neighborhood, which is exactly what's happening here. That fact hasn't changed and no one seems to want to address it.

The recent survey distributed by Councilman Addison, while asking for input on uses and height, is a late stage superficial attempt at community input. There are uses included in that survey that you've already stricken from consideration, as well as uses that you've confirmed with City Planning as part of last week's response that you intend to keep, in spite of City Planning's own requests for exclusion. Additionally, last week's response to the City indicates a 5 story height limitation.. which isn't really a limitation at all. Each of these aspects give the appearance of more consideration than is actual, while doing nothing to address concerns about the lack transparency for the site that comes with any blanket rezone request.

I will restate my previous offer to you to facilitate a group of neighbors to work with Bon Secours on input to the SUP process so that you're presenting a solution that considers the underlying community concerns and interests. I will also reiterate that our interest in doing is in safety (traffic/parking/circulation), height, density, history of the site, and quality of life for the neighbors. Use is important only as it informs those factors. While I wouldn't think it needed to be clarified, our interest is not in picking out carpet and drapes, as you've attributed to my request in a past meeting, and I resent those not so subtle sexist overtones. It's been suggested to us (and I carefully chose suggested because I was unable to confirm it as fact) that the reason for the NDAs associated with the site, and resulting lack of transparency, is because the developers (or rather, a specific one or two of them) don't want the neighbors involved. And yet, we're still willing to work with them on an SUP.

I think the very important point of agreement, emphasized by the results of the Q4 2017 charrette sponsored by WCA and WMA, is that the community overwhelmingly DOES want this site redeveloped and put back into meaningful use for neighborhood. That charrette also underscored every other concern mentioned above. Please don't lose sight of that balance. I ask you, again, to reconsider your B-7 request.

Thanks, as always, for your consideration.

Julie

To: Andreas Addison

Matthew Edinger

Libbiegrovelove@yahoo.com

We have lived in the same house on Tuckahoe Avenue for 48 years, and we both grew up in this area. We are deeply concerned that the small village atmosphere of the business properties from Grove Avenue to Patterson Avenue is being steadily and systematically destroyed and will have a negative impact on the neighboring residences.

The most recent threat comes from the application of Bon Secours to have the old Westhampton School site rezoned B-7. There are many reasons why the application should be denied, but some of the major ones are:

- (1) Five story buildings are too high and too big for the area.
- (2) Bon Secours has offered no plans whatsoever for the development of the school site and refuses to do so. The school itself is filled with asbestos and needs to be preserved for its historic value.
- (3) Most of the residents object to a number of uses that are permitted in a B-7 zone.
- (4) The City has not made a comprehensive traffic/parking study of the area which is badly needed for public safety and welfare.
- (5) The application is premature and needs to be put on hold until all of the concerns have been addressed.

For the foregoing and other reasons, we urge the City Council not to approve the Bon Secours zoning request. Thank you for your consideration.

Sincerely yours,

William A. Young, Jr.

Patricia C. Young

Ebinger, Matthew J. - PDR

From: Olinger, Mark A. - PDR
Sent: Friday, January 12, 2018 8:15 AM
To: Ebinger, Matthew J. - PDR; Kelley, Leigh V. - PDR; Davidson, William C. - PDR; Chen, Kimberly M. - PDR
Subject: FW: Westhampton School: Concern re. Zoning Change Request by Bon Secours
Attachments: image003.jpg

Fyi

Mark A. Olinger, Director
Dept. of Planning & Development Review
City of Richmond
900 E. Broad Street, Room 511
Richmond, VA 23219
804.646.6305 (p) 804.317.0442 (c)
mark.olinger@richmondgov.com
www.richmondgov.com



www.richmond300.com

From: Mayor Levar Stoney
Sent: Tuesday, January 09, 2018 3:33 PM
To: Olinger, Mark A. - PDR
Subject: FW: Westhampton School: Concern re. Zoning Change Request by Bon Secours

Forwarding in case you are not aware of this email.

Tameka

From: nadjasgutowski@aol.com [<mailto:nadjasgutowski@aol.com>]
Sent: Monday, December 18, 2017 9:22 AM
To: westhamptonatqlmp@gmail.com; westhamptonrva@gmail.com; maria.holperin@gmail.com; Hilbert, Chris A. - City Council; Addison, Andreas D. - City Council; Bennett, Chelsi H. - City Council Office; Gray, Kimberly B. - City Council; Ask PDR; PDR Historic Preservation; PDR Planning and Preservation; PDR Zoning Administration; PDR Land Use Admin; PDR Planning and Preservation; Larson, Kristen N. - City Council; Agelasto, Parker C. - City Council; Robertson, Ellen F. - City Council; Newbille, Cynthia I. - City Council; Trammell, Reva M. - City Council; Jones, Michael J. - City Council; ccrump@historichrichmond.com; stuartscarter@gmail.com; khayes109@icloud.com; gglucy@comcast.net; betsyzgardner@verizon.net; louise@louisereedcpa.com; amesjrussell1@gmail.com; talksntotems@msn.com; beemaw@msn.com; cwitham@comcast.net; anne.daniel@verizon.net; jrp8m@yahoo.com; stuffyxie@aol.com; smithc5710@gmail.com; jcardwell411@gmail.com; cbendl@verizon.net; hmjack57@hotmail.com; bclark@ivyventures.com; troseqwhs@yahoo.com; westwood1870@gmail.com; maria.holperin@gmail.com; mrobinson@timesdispatch.com; Mayor Levar Stoney
Subject: Westhampton School: Concern re. Zoning Change Request by Bon Secours

Monday, December 18, 2017

Dear City of Richmond Council Members, City of Richmond Zoning Division, City of Richmond Planning and Development Review, and Mayor Stoney:

Last week, Rhodes Ritenour set up meetings to apprise neighbors of Bon Secours St. Mary's plans for the Westhampton School site. Local neighborhood groups and community leaders were given potential meetings times. I was involved in last day of school/parent-hosted events at Mary Munford Elementary and could not attend.

Stuart Carter from the Westview Neighborhood by St. Christopher's School and Maria Holperin Terrell from Westwood in the County of Henrico shared that Bon Secours St. Mary's is currently applying to the City of Richmond to change the zoning on the property to B-7, which would allow a potential building height of 5 five-stories (and more) on the land behind the existing 2 two-story historic Westhampton School buildings at the corner of Libbie and Park Avenues.

We are distressed by this zoning request (and its timing) and ask that this zoning change not be passed. If you do not know the parcel of land, we hope you will take a moment to drive by the site. Neighbors who live next to, and across from, the proposed project can meet with you too, and we would like to plan a meeting with the City of Richmond so City leaders and neighbors can share their concerns about the Westhampton School property (possible date Thursday, January 18 at 7 p.m.).

Too we again ask respectfully, that before permits, new zoning, or project extensions are given to Bon Secours by any City of Richmond commission/department, the City of Richmond wait until a confirmed plan is established for the renovation and rehabilitation of the existing historic Westhampton School buildings.

Thank you sincerely for your time. Happy Holidays.

Sincerely,

Nadja

Nadja Gutowski
Westhampton at Granite, Libbie, Monument and Patterson Neighborhood Association
5703 Bromley Lane
Richmond, Va. 23226

cell 804-614-6124

Ebinger, Matthew J. - PDR

From: Davidson, William C. - PDR
Sent: Thursday, May 10, 2018 2:00 PM
To: Olinger, Mark A. - PDR; Ebinger, Matthew J. - PDR
Cc: Gibson, Neil R. - City Atty
Subject: FW: Westhampton School
Attachments: image001.jpg

FYI.

From: Young, Joshua S. - PDR
Sent: Thursday, May 10, 2018 1:23 PM
To: Davidson, William C. - PDR <Chuck.Davidson@Richmondgov.com>
Subject: FW: Westhampton School

I don't know how this guy got my contact but any help responding to this you can offer is very welcomed.

From: Schewel, M. J. (Michael) [<mailto:michael.schewel@tredegar.com>]
Sent: Thursday, May 10, 2018 10:09 AM
To: Young, Joshua S. - PDR
Subject: FW: Westhampton School

Dear Mr. Young,

Would you have a few minutes to talk to me about this zoning matter? I don't really have any opinion about the proposed uses for the school building – what I've heard I'm not crazy about but I leave that to you and others. My concern has to do with the connection between the Westhampton School zoning and Bon Secours' related agreements regarding the East End.

As you probably know, the City (through the EDA) and Bon Secours entered into a Performance Agreement (the "Performance Agreement") in July 2013 (here's link to that Performance Agreement: [http://ftpcontent4.worldnow.com/wwbt/PDF/Contract between EDA and Bon Secours.pdf](http://ftpcontent4.worldnow.com/wwbt/PDF/Contract%20between%20EDA%20and%20Bon%20Secours.pdf)). This agreement was part of the overall deal between the City and Bon Secours that provided for the ground lease of the Westhampton School site to Bon Secours. Under Recital 2 of the Performance Agreement, Bon Secours "anticipates that . . . additional medical and related facilities containing approximately 25,000 square feet at or in the vicinity of the [Richmond Community Hospital Campus] will include among other things a wellness and fitness center, and estimates that an additional 75 full time equivalent employees would be employed in connection with the additional medical related facilities generating approximately \$6,700,000 in payroll and employee benefits." Section 1(a) of the Performance Agreement specifies the Project Requirements for the East End expansion project (the "Expansion Project"), including a minimum cost for the project of \$8,500,000, a payment in lieu of tax ("PILOT") provision and other related provisions. Bon Secours' agreement to this Expansion Project was clearly part of the overall deal for the Westhampton school. If the relationship of the Westhampton School deal to the Expansion Project weren't otherwise patently clear, then that relationship is made even clearer by the fact that the PILOT deal for the Expansion Project is explicitly linked to the term of the Westhampton School ground lease.

The problem is that Bon Secours' obligations under the Performance Agreement with respect to the Expansion Project are subject to several conditions. They include a land acquisition condition and a zoning approval condition. They also include a "Final RCH Approval" condition, which includes final corporate approvals for the Expansion Project. This condition needn't be satisfied until two years after all of the other conditions have been satisfied. Wearing my experienced lawyer hat, I am confident that these conditions are open-ended enough that Bon Secours, in its sole and absolute discretion, could decide not to do the Expansion Project without any right of recourse by the City.

I propose that, as part of the Westhampton School zoning case, and as a condition to any such zoning approval, the City impose a requirement on Bon Secours that it waive all of the conditions to its obligations to perform the Expansion Project that are now included in the Performance Agreement. By doing so, Bon Secours would commit irrevocably to build the Expansion Project. The Performance Agreement contemplated completion of the Expansion Project, if built, within 2 years after the Commencement of Construction. Given that 4 years have gone by and Bon Secours has done nothing on the Expansion Project, I would think it reasonable to require them to complete the Expansion Project within three years after the zoning approval for the Westhampton School is granted.

Bon Secours has been playing the City for a sucker, both as to the Westhampton School and the East End. They have basically done nothing they previously agreed to do and nothing that was agreed to in the Performance Agreement. A prudent person would conclude that there is absolutely no reason to believe that Bon Secours will build the Expansion Project, and that their assurances to the contrary are empty words. Without Bon Secours's agreement regarding the Expansion Project, the City would not have agreed to the Westhampton School ground lease in the first place. Now that Bon Secours needs additional zoning approvals for the Westhampton School, it is only appropriate that those approvals be linked to new unqualified commitments by Bon Secours to complete the Expansion Project in timely fashion.

Sincerely,
Mike Schewel
318 Greenway Lane

I note that this email expresses my personal opinions alone and not the opinions of Tredegar Corporation. Tredegar takes no position on any of these issues. I am expressing these opinions in my role as a private citizen and not as an officer or representative of Tredegar Corporation.

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