

January 31, 2018

BY ELECTRONIC AND US MAIL

Rodney Poole, Esquire  
Land Use and Administration  
City Hall, Room 511  
1001 East Broad Street  
Richmond, Virginia 23219

RE: Proposed amendment of Ordinance No. 2000-410-2001-10 (last amended by Ordinance No. 2001-220-231) (the "CUP Ordinance")

Dear Mr. Poole:

On behalf of DAV III, LLC ("DAV III"), Development Associates of Virginia, LLC ("DAV"), and Tivoli LLC ("Tivoli") (together the "Adjacent Owners"), I am writing to summarize the Adjacent Owners individual and collective concerns regarding Harper Associates' (the "Applicant") proposed amendments (the "Application") to the above referenced ordinance which authorized the Shops at Stratford Hills Community Unit Plan (the "CUP").

By way of background, when the CUP Ordinance was originally adopted by City Council on January 8, 2001, the majority of the acreage was owned by DAV III, or its affiliates.<sup>1</sup> In various transactions occurring in 2003-2004, DAV III sold the majority of the land included in the CUP to Chippenham North, LLC ("Chippenham North") and Woody Real Estate Investments, LLC ("WRE", together with Chippenham North, the "Developers"), who subsequently developed the property (or a portion thereof) as The Shops at Stratford Hills (the "Shopping Center"). When the Developers purchased the Shopping Center property from DAV III, they agreed to provide certain easements in favor of DAV III and DAV, and to abide by development conditions intended to protect and facilitate the development potential of the remainder of the property.

Currently, a number of the Applicant's proposed CUP amendments violate and/or frustrate the express terms of the easements and conditions negotiated between the Developers and DAV III (as well as third-party beneficiary rights that DAV also holds). As an owner of property that is subject to the CUP Ordinance and whose rights will be directly harmed by the Applicant's proposed amendments, DAV III objects to the proposed CUP Ordinance (as do the other Adjacent Owners) for the reasons set forth herein.

- DAV III currently owns two parcels identified as "Future Development" and "Lot 14 Future Development" (on Exhibit 1 to the Application (the "Proposed Plan"))

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<sup>1</sup> Harper Associates, LLC, filed as the applicant for the CUP pursuant to a power of attorney executed by DAV III.

(collectively the “Future Development Area I”).<sup>2</sup> The parcels are addressed and designated as 7045 Forest Hill Ave Rear (parcel ID C004-0823/071) and Lot 14, 2580 Gravel Hill Road Rear (parcel ID C004-0826/004), respectively. Together, the parcels comprise approximately 15 acres and both are included in and subject to the current CUP. DAV III has not joined this zoning case as an applicant and does not consent to the Applicant’s seeking modifications to the CUP Ordinance that will directly harm DAV III’s interests.

- DAV owns property located south of Future Development Area I on the other side of the Norfolk Southern Railroad (“Future Development Area II”). This property includes the tract known as 6891 Forest Hill Ave, parcel ID C004-0945/005, and several other adjacent parcels. DAV owns contractual property rights that will be adversely affected by the proposed amendments to the CUP Ordinance
- Tivoli owns the property located at 6929 Forest Hill Ave, known as parcel ID C004-0703-010 (the “Tivoli Parcel”). The Tivoli Parcel is located adjacent to and directly east of the two parcels identified as “Phase II Outparcel” (the “Outparcel”) on the Proposed Plan.

#### **A. Existing Easements**

By an easement agreement dated August 1, 2003 (the “Easement Agreement”), Chippenham North and WRE granted DAV III an easement for ingress and egress across the internal roadways in the Shopping Center (the “Easement Roadways”) for the benefit of Future Development Area I and Future Development Area II.<sup>3</sup> A copy of the Easement Agreement is attached hereto for reference. The Easement Roadways are identified on Exhibit C to the Easement Agreement, however they are not identified on the Master Plan or otherwise shown on any other plan as required by the City’s CUP application process. The Easement Agreement also grants DAV III the right to widen, upgrade, and landscape the roadway located in “Lot 13” [currently Cherokee Road and its appurtenant right-of-way (the “ROW”)].

The Easement Agreement also grants DAV III a perpetual exclusive easement for the right and privilege to place signage on the Shopping Center property, and grants DAV III the right, with the permission of the City of Richmond, “to obtain a second free-standing sign on or near Fore Hill Avenue (including within [the ROW] to the extent space permits.....) solely for the benefit of [Future Development Area I and Future Development Area II].”<sup>4</sup>

An earlier deed covenants that “a portion of [the ROW] will be developed as [an Access Road] in order to serve an access for...[Future Development Area I and Future Development Area II].”<sup>5</sup> Currently, Cherokee Road serves as the sole access for both of these areas to Forest Hill Avenue.

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<sup>2</sup> The Proposed Plan is entitled “Exhibit 1- CUP Amendment of the Shops at Stratford Hills”, and is dated January 31, 2017 (as revised), as was prepared by McKinney and Company.

<sup>3</sup> See Easement Agreement at p. 5, Section 2.a.

<sup>4</sup> See Easement Agreement at p. 24, Section 8.e.

<sup>5</sup> See Reciprocal Cross Access and Signage Easement and Road Construction and Maintenance Agreement, dated July 23, 2003, at p. 3, which includes DAV III, L.L.C. as a third party beneficiary, attached hereto.

**B. Proposed CUP Amendment and Existing Property Right Conflicts**

**1. Landscape Plan**

The Applicant currently proposes to retain existing plantings [sycamores and Leyland cypress](the "Existing Plantings") that are currently located in the Easement Roadways, as part of its proposed landscaping. The Existing Plantings are shown on the Conceptual Landscape Plan, dated April 6, 2017 (as revised)(the "Landscape Plan"), included with the Application. The Existing Plantings are located with the ROW and contravene the express terms of the Easement Agreement. DAV III and DAV cannot agree to the continued presence of the Existing Plantings, and have requested that the Applicant remove all landscaping in the ROW (along with any portion of the existing dirt stockpile) that are in the Easement Roadways. As such, the Landscape Plan currently contains plantings that are subject to removal, which results in there being no additional screening required under the proposed CUP amendment until such time as DAV III seeks to widen Cherokee Road.

**2. Proposed Signage**

The Application proposes two additional freestanding signs to be located as shown on the Proposed Plan. One of these new signs would be located on the south/west corner of the Cherokee Road/Forest Hill Avenue intersection. If the Applicant's current request for additional signage is approved, there are few, if any, other locations on Forest Hill Avenue and Cherokee Road where DAV III might be able to place additional signage per its signage rights granted in the Easement Agreement. This is particularly true given that any request for additional signage (as to both size and location), will need City Council approval. As such, the Applicant's current request frustrates and is inconsistent with DAV III's rights under the Easement Agreement. For this reason, DAV III and DAV object to the Applicant's request for additional signage.

**C. Objection to Direct Access to Forest Hill Avenue**

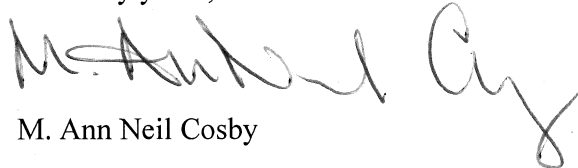
In lieu of the two median breaks which were originally proposed, the Applicant is currently proposing an additional entrance from Cherokee Road which curves north (the "Alternative Access") to access the Outparcel. An Autozone and a Valvoline are being proposed for development on the Outparcel, which will be added to the CUP if the Application is approved. The Adjacent Owners support the two entrances off Cherokee Road, including the Alternative Access (provided that the Alternative Access be designed and constructed so that it will not need to be modified, improved or reconstructed once Cherokee Road is widened). While Tivoli is concerned regarding the additional traffic that will be using the proposed direct access from the Outparcel to Forest Hill Avenue (the "Direct Access"), Tivoli and the Applicant are working to address some of the traffic impacts. Provided the parties are able to come to terms on these issues, Tivoli does not currently object to the Direct Access.

Thank you for allowing the Adjacent Owners to provide the Planning Commission with a summary of their current concerns regarding the proposed amendments to the CUP Ordinance.

January 31, 2018

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Sincerely yours,

A handwritten signature in cursive script, appearing to read "M. Ann Neil Cosby".

M. Ann Neil Cosby

/sap

Enclosures

cc: Matthew J. Ebinger, AICP, City of Richmond  
T. Preston Lloyd, Jr., Esquire

98486633.4

Tax Map Parcel Nos.:

C-004-0823-030  
C-004-0823-006  
C-004-0823-020  
C-004-0823-048  
C-004-0823-058  
C-004-0826-004  
A portion of C004-0823-060

Prepared By:

Williams, Mullen, Clark & Dobbins  
P. O. Box 1320  
Richmond, Virginia 23218-1320

*See plats 03-654-68*

03-029924

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Agreement"), made as of this 1<sup>st</sup> day of

August, 2003, among **CHIPPENHAM NORTH, LLC**, a Virginia limited liability company ("CN") [for recording purposes, to be indexed as both Grantor and Grantee], **WOODY REAL ESTATE INVESTMENTS, LLC**, a Virginia limited liability company ("Woody") [for recording purposes, to be indexed as both Grantor and Grantee] and **DAV III, L.L.C.**, a Virginia limited liability company ("DAV") [for recording purposes, to be indexed as Grantee], recites and provides as follows:

**RECITALS**

A. CN is the owner of certain parcels of property located south of State Route 683, Forest Hill Avenue ("**SR 683**") in the City of Richmond, Virginia, as more particularly described as Lots 9 and 13 (collectively, the "**CN Parcel**") on the subdivision plat by Target Surveys, Inc., dated March 15, 2002, last revised July 24, 2003, entitled "**PLAT SHOWING EASEMENT DEDICATION, CONSOLIDATION AND SUBDIVISION, THE SHOPS AT STRATFORD HILLS, CITY OF RICHMOND, VIRGINIA**" recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia (the "**Clerk's Office**") immediately prior hereto (the "**Subdivision Plat**"). CN acquired the CN Parcel by deed recorded in the Clerk's Office as Instrument No. 02-018497, page 511.

B. Woody is the owner of certain parcels of property adjacent to the CN Parcel,

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13:14

located south of SR 683 in the City of Richmond, Virginia, as more particularly described as Lots 3, 4, 5, 6, 7, 8, 10 and 11 (collectively, the "**Woody Parcel**") on the Subdivision Plat. Woody acquired the Woody Parcel by (i) that certain Deed dated June 12, 2002, recorded June 13, 2002 in the Clerk's Office as Instrument No. 02-018495, page 470 (the "**Woody Deed**"), as corrected by that certain Deed of Correction recorded December 19, 2002 as Instrument No. 02-040004, page 619 and (ii) that certain Deed dated June 12, 2002, recorded June 13, 2002 in the Clerk's Office as Instrument No. 02-018496, page 491, as corrected by that certain Deed of Correction recorded December 19, 2002 as Instrument No. 02-040005, page 640.

C. DAV is the owner of certain parcels of property adjacent to the Woody Parcel and the CN Parcel, located south of SR 683 in the City of Richmond, Virginia, as more particularly described as Lots 12 and 14 on the Subdivision Plat. DAV, or its affiliate, is also the owner of certain real estate south of the railroad tracks abutting such Lots 12 and 14, east of Chippenham Parkway and north of the Powhite Parkway, as roughly shown on Exhibit F attached hereto and incorporated herein (the "**Benefited Property**" and, collectively with Lots 12 and 14, the "**DAV Parcel**").

D. In connection with the development of the CN Parcel and the Woody Parcel (collectively, the "**Property**") and the DAV Parcel, CN and Woody desire to grant to (i) one another reciprocal access and utility easements across their respective parcels and (ii) DAV and the owners of the DAV Parcel from time to time and the DAV Parties (as hereinafter defined) certain construction rights and access, utility and temporary construction easements, all as more particularly set forth herein.

**AGREEMENT**

In consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Grant of Cross Easements Between CN and Woody.

a. Easement. CN and Woody, as their interests may appear, hereby establish and grant a nonexclusive easement for the benefit of the CN Parcel, the Woody Parcel, each other, and their agents, successors, assigns, customers, invitees, licensees, tenants and employees, over, through and around the internal roadways of the CN Parcel and the Woody Parcel (the "**Internal Roadways**"), as shown on the plat entitled "**INGRESS/EGRESS ROADS, THE SHOPS AT STRATFORD HILLS, RICHMOND, VIRGINIA**" prepared by McKinney and Company, dated May 29, 2002, and last revised June 25, 2003, attached hereto as Exhibit A and incorporated herein ("**Exhibit A**"), for ingress and egress, roadways, and walkways for the customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the CN Parcel and the Woody Parcel.

b. Limitation. CN and Woody shall use reasonable efforts to ensure that their customers and invitees shall not be permitted to use the Internal Roadways except for shopping or transacting business on the CN Parcel or the Woody Parcel.

c. Utility and Service Easements. Subject to the requirements and limitations of Paragraph 4 herein, CN and Woody, as their respective interests may appear, hereby establish and grant a nonexclusive easement for the benefit of each other, the CN Parcel, and the Woody Parcel, on, across and under the portion of the CN Parcel and the Woody Parcel (the "**Utility Easement Area**"), as more particularly shown as "**20' UTILITY EASEMENT**" and "**80'**

**Utility Easement**” on Exhibit B, attached hereto and incorporated herein to install, use, maintain and repair utility services and distribution systems (including storm drains, sewers, utilities and other proper utility services necessary for the orderly development and operation of the improvements to be built on the Property), now or hereafter installed on, across or under the Utility Easement Area to the extent necessary to service the Property. Notwithstanding anything in this Agreement to the contrary, CN and Woody, as their interests may appear, shall have the right to relocate such Utility Easement Area and any of the aforementioned utility services and distribution systems in the Utility Easement Area on its respective property (so long as such relocation does not change the points of connection of the Utility Easement Area to Lots 9 or 12 on the Subdivision Plat) upon thirty (30) days prior written notice to all of the other parties to this Agreement. Such relocation shall be subject to Sections 4 and 5 herein, and any party who exercises the foregoing right (the “**Relocating Party**”) shall provide, at its expense, to all of the other parties hereto as soon as possible following such relocation, an “as-built” survey identifying the new easement area which will be the subject of the relocated easement and the old utility easement area which will be terminated as a result of the relocation, and an amendment to this Agreement (the “**Amendment**”). The Amendment must be in a form reasonably satisfactory to such other parties hereto, may reference the same substantive requirements and obligations as contained herein, shall have attached to it the above referenced survey (which Amendment shall reference that such survey shall amend, or replace, as appropriate, Exhibit B), shall confirm and grant a non-exclusive easement for the relocated utility services shown pursuant to such survey to all parties benefiting hereunder from such previously granted Utility Easement Area which has been relocated (and the Relocating Party shall establish that the grant of the relocated utility services area is free and clear of all liens and monetary encumbrances which would be superior to



such easement grant, and such grant is not inconsistent with other encumbrances then affecting the relocated utility services area) and shall terminate the previously granted Utility Easement Area which is being relocated. Provided such utilities being relocated are able to be dedicated to and maintenance accepted by Governmental Authorities (as such term is defined herein) for use as public utilities, such relocation shall be, instead of the private easement described above, subject to a dedication by the Relocating Party of the relocated utility services by easement acceptable to and accepted by the City of Richmond, Virginia. Upon the completion of the relocation, the Relocating Party agrees that they will execute and have acknowledged the necessary documents to complete such dedication to the City of Richmond, Virginia. From and after the date of the granting of the public easement described above, the parties hereto will terminate that portion of the Utility Easement Area relocated by such public easement.

d. Water Flow. CN and Woody, as their respective interests may appear, hereby establish and grant a nonexclusive easement for the benefit of each other, the CN Parcel and the Woody Parcel to use, maintain and repair any storm water drainage system (the "**Storm Drainage System**") now or hereafter located on either parcel, together with the right to discharge surface water runoff across portions of either parcel in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur to and on either the CN Parcel or Woody Parcel as a natural consequence of normal construction activities and the existence of the party's improvements (including, without limitation, building and building expansion, curbs, drives and paving) shall be permitted.

2. Grant of Easements to DAV.

a. Access. CN and Woody, as their respective interests may appear, hereby establish and grant a nonexclusive easement for ingress and egress for the benefit of the DAV

Parcel, DAV and its agents, affiliates, successors, assigns, customers, invitees, licensees, tenants and employees, and any parties entitled, directly or indirectly, to have access to the DAV Parcel from within or outside the DAV Parcel (DAV and its agents, affiliates, successors, assigns, customers, invitee's, tenants and employees, and any parties entitled, directly or indirectly, to have access to the DAV Parcel from within or outside the DAV Parcel, being collectively referred to herein as the "**DAV Parties**"), over, through and across (i) a portion of the Internal Roadways, as shown as the "**EASEMENT ROADWAYS**" on the plat entitled "**EASEMENT ROADWAYS, THE SHOPS AT STRATFORD HILLS, RICHMOND, VIRGINIA**" prepared by McKinney and Company, dated May 29, 2002, and last revised June 25, 2003, attached hereto as Exhibit C and incorporated herein (the "**Easement Plat**"), and (ii) in the area shown on the Easement Plat as the "**80' EASEMENT FOR INGRESS AND EGRESS**" (collectively, with the Easement Roadways, the "**Access Easement Areas**").

b. Construction. Subject to the requirements and limitations of Paragraphs 4 and 5 herein, in the event that the utilities and roadways to be constructed or installed in the Access Easement Areas and the Utility Easement Area pursuant to the final site plan approved by the City of Richmond, Virginia entitled "**THE SHOPS AT STRATFORD HILLS, PHASE ONE, COMMUNITY UNIT PLAN, CITY OF RICHMOND, VIRGINIA**" prepared by McKinney and Company, dated December 20, 2001, revised April 25, 2003 (the "**Site Plan**"), are not constructed and installed by the time such activities are required to have been so constructed and installed to meet the reasonable usage needs of the DAV Parcel, DAV shall have the right (but not the obligation) to construct and install all roads within the Access Easement Areas and/or to connect into any roads constructed therein and/or to construct and install all utilities pursuant to the Site Plan and/or connect or tap into any utilities constructed pursuant to the Site Plan. Any

costs for such construction and/or installation which is an obligation of CN pursuant to the Community Unit Plan, Ordinances #2000-410-2001-10 and 2001-220-231 ("CUP") shall be paid by CN and if such costs are paid by DAV after failure of CN to do so pursuant to the CUP, which CN acknowledges DAV shall have the right to do, DAV shall be promptly reimbursed by CN, upon demand, with proof of payment together with supporting documentation. At its own cost and expense, DAV shall have the right (but not the obligation), and CN hereby grants and conveys to the DAV Parties the right, (i) to construct and maintain a road or roads within the area shown on the Easement Plat as the "80' Easement for Ingress and Egress," and (ii) to construct and maintain utilities within such eighty (80) foot easement area. If constructed by any of the DAV Parties, and at their request, CN agrees to dedicate a utility easement to the City of Richmond for the utility line located within such eighty (80) foot easement area.

c. Improvement to Lot 13. Subject to the requirements and obligations of Sections 4 and 5 herein, in the event any of the DAV Parties have an approved site plan from the City of Richmond, Virginia for the development of any of the Benefited Property, DAV or its designee shall have the right to widen and upgrade the roadway located in Lot 13 on the Subdivision Plat and any installation or construction of roadways and related improvements associated therewith and construct and install landscaping and other improvements required or permitted by the City of Richmond, Virginia (the "**Lot 13 Improvements**") in Lot 13 on the Subdivision Plat ("**Lot 13**"). Any costs for the same incurred by DAV shall be paid by DAV. The foregoing rights set forth in this Paragraph 2.c. shall not be valid or enforceable by DAV during such periods of time, and to the extent, that they unreasonably impair or limit access to Lot 8 or Lot 10 by the owners thereof or their licensees, concessionaires, agents, servants, contractors or employees. To the extent such foregoing rights increase the cost of constructing,

developing or operating the retail facilities on Lot 8 or Lot 10, such costs shall be paid by CN pursuant to Paragraph 7.a. of this Agreement or if not covered by this Agreement, be paid by CN (or reimbursed by CN to the then owners of Lots 8 and/or 10), as acknowledged by CN's execution hereof.

d. Utility Easements. Subject to the requirements and obligations of Sections 4 and 5 herein, if applicable, CN and Woody, as their respective interests may appear, hereby establish and grant (1) a nonexclusive utility easement to and for the benefit of the DAV Parties and the DAV Parcel to construct, install, hook, tap or connect to, upgrade, use, maintain and repair utility services and distribution systems, not including the pump station, and lines in the Utility Easement Area and in the balance of Lot 13 in which roads are not currently required to be constructed pursuant to the Site Plan, to the extent necessary to only service the DAV Parcel, and (2) an exclusive sanitary sewer easement to and for the benefit of the DAV Parties and the DAV Parcel to use, maintain, repair, construct, install, hook, tap or connect to (a) the DAV Force Main (as hereinafter defined), and within ten (10) feet on either side of it, and (b) another sanitary sewer line to be installed by DAV (or its designee) in the balance of Lot 13 in which roads are not currently required to be constructed pursuant to the Site Plan, and a nonexclusive utility easement for gravity flow lines and pipes constructed by or on behalf of CN within Lot 13 to the public connection in Forest Hill Avenue, and within ten (10) feet on either side of it, and the right of DAV (or its designee) to construct, install, maintain, repair and use additional gravity flow lines and pipes in the balance of Lot 13 (in which roads are not currently required to be constructed pursuant to the Site Plan) to Forest Hill Avenue to the extent necessary to only service the DAV Parcel. Unless the utility services are not timely constructed in accordance with the Site Plan, or properly maintained, DAV acknowledges that in order to

service Lots 12 and 14 on the Subdivision Plat and the improvements to be constructed thereon for water and sanitary sewer services, DAV will only need to hook, tap or connect to (i) the water line located at the southern portion of Lot 13, (ii) the 4" force main sewer line located at the southern end of Lot 13 (east of the 4" force main to be utilized by other parties) (the "DAV Force Main") and (iii) the water line located at the westernmost portion of Lot 9. CN and Woody acknowledge and agree that neither of them nor their respective successors or assigns shall have any right to use the DAV Force Main. DAV and its successors and assigns are the only parties having rights to use the DAV Force Main as described in Section 2(d) above. CN reserves the right, at its sole expense, co-existent with the easements granted herein, to widen the roads within Lot 13 to the extent that it obtains approval from the City of the Richmond, Virginia through a modification to the Site Plan.

e. Grant of Additional Easements. Subject to the requirements and obligations of Sections 4 and 5 herein, CN hereby agrees to timely execute, acknowledge and deliver to utility companies nonexclusive easements in Lot 13 to and for the benefit of the DAV Parties and the DAV Parcel to permit the utility companies to construct, install, upgrade, use, maintain and repair gas, telephone, electricity, cable and other services customarily used by similar users of the DAV Parcel. Subject to the requirements and obligations of Sections 4 and 5 herein, at the request of DAV, CN shall grant nonexclusive easements in the CN Parcel in reasonable locations to hook, tap or connect to any and all such facilities constructed in the CN Parcel unless such facilities are separate utility lines which serve only Lot 10 or Lot 8, whether constructed by CN (or their respective successors or assigns) or by others and the right to extend such services to the DAV Parcel (collectively, the "**Related Easement Area**"). All extensions of those services from the point of connection on the CN Parcel to the DAV Parcel shall be made

underground at locations on the CN Parcel which shall cause the least inconvenience to the users of the CN Parcel. Following the construction, installation, hook, tap or connection to, upgrade, maintenance or repair of any utility or service line pursuant to the easements granted in this Paragraph 2(e), DAV shall return the CN Parcel as much as reasonably possible to its condition prior to DAV's construction, installation, hook, tap or connection to, upgrade, maintenance or repair of any such utility or service line. In the event CN fails to timely grant the easements described in this Section 2(e), DAV shall have the right to do so as attorney-in-fact on behalf of CN, and this power of attorney is coupled with an interest and, therefore, is irrevocable. CN agrees to make reasonable efforts with all utility companies providing services to the CN Parcel to extend those services to the northern property line of Lot 12 on the Subdivision Plat.

f. Temporary Construction Easement. Subject to the requirements and obligations of Sections 4 and 5 herein, CN and Woody, as their respective interests may appear, hereby establish and grant a nonexclusive temporary construction easement ("**Temporary Construction Easement**") for the benefit of the DAV Parcel, DAV and its contractors, affiliates, agents, successors and assigns (a) in the Utility Easement Area, (b) in the Access Easement Areas and (c) within ten (10) feet on both sides of such easement areas to take advantage of and utilize the easements granted to DAV in this Agreement. DAV shall also have the right to trim, cut and remove all trees, limbs, undergrowth and shrubbery of any kind on or in the Access Easement Areas, the Utility Easement Area and the Related Easement Area that interfere with the owners of the DAV Parcel's use of the same pursuant to this Agreement. DAV, at its sole cost and expense, shall remove all of its trash and other debris from the Access Easement Areas, the Utility Easement Area and the Related Easement Area and restore, as much as possible, the Access Easement Areas, the Utility Easement Area and the Related Easement Area to its prior or

a better condition following completion of the temporary construction period.

3. Indemnification.

a. CN and Woody shall indemnify, defend and hold harmless each other and each of their respective agents, employees, tenants, licensees, invitees, contractors, successors and assigns (the "**Indemnitees**"), from any and all damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred or suffered by each other or the Indemnitees arising out of or in connection with the use by the non-indemnifying party or its agents, employees, tenants, licensees, invitees, contractors, successors and assigns of the other party's property pursuant to any of the easements granted herein; provided, however, that such damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses are not incurred as a result of the negligence or willful misconduct of the party seeking such indemnity.

b. DAV shall indemnify, defend and hold harmless CN, Woody and the Indemnitees from any and all damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred or suffered by CN, Woody or the Indemnitees arising out of or in connection with DAV's or DAV's agents, employees, tenants, licensees, invitees, or contractors, use of the CN Parcel or the Woody Parcel pursuant to any of the easements granted herein; provided, however, that such damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses are not incurred as a result of the negligence or willful misconduct of the party seeking such indemnity.

4. Owner Easement Requirements.

a. Construction Requirements. To the extent CN, Woody and DAV (or their respective successors in interest) wish to construct, install, upgrade, hook, tap or connect to, modify or add utility lines within the Utility Easement Area or the Related Easement Area or utilize the Temporary Construction Easement pursuant to the rights set forth herein (the "**Utility Work**"), each of CN, Woody or DAV (or their respective successors in interest) shall have the right (but not the obligation) to do so provided each complies, at the appropriate time, with the following requirements in this Paragraph 4, and in Paragraphs 5 and 6;

(i) All utility lines shall be underground except (a) for ground mounted electrical transformers, (b) as may be necessary during periods of construction, reconstruction, repair or temporary service, (c) as may be required by Governmental Authorities, (d) as may be required by the provider of the utility service, and (e) fire hydrants;

(ii) At least thirty (30) days prior to performing the Utility Work, the party performing the Utility Work shall provide the other parties with a written notice describing the need for use of such easement, shall identify the proposed location of the utility line, the nature of the service to be provided, and the anticipated commencement and completion dates for the work;

(iii) The party performing the Utility Work shall be subject to the indemnities set forth in Paragraph 4.c., and prior to commencing any work on the other parties' property, excluding emergency work, the party constructing the utility lines within the easement shall provide (or cause to be provided) to the other party on whose property the work is to be commenced, evidence of insurance coverage as required in Paragraph 5 so long as such construction activity is occurring;



(iv) The party performing the Utility Work shall obtain all permits and approvals and shall pay all costs and expenses with respect to its installation or construction of any utility line. Once constructed, the party performing the Utility Work shall maintain (or cause to be maintained), or replace and/or relocate, as necessary, any utility line in a safe and good state of repair and condition, and in compliance with all governmental requirements, as quickly as reasonably possible and after normal business hours whenever reasonably possible. All costs incurred with respect to the construction and maintenance of any utility lines shall be paid by the party performing the Utility Work (except to the extent dedicated to and accepted by the City of Richmond or other public authority). Except in the case of a maintenance emergency where such work may be initiated after reasonable notice, and except for work commenced after notice provided under clause (ii) above, the party on whose property the work is to be commenced shall be provided at least thirty (30) days prior notice before commencement of any other work;

(v) No Utility Work shall be commenced (except for emergencies) during the months of November, December or January which shall affect, except in an immaterial way, the utility service or access to Lot 10, as shown on the Subdivision Plat;

(vi) No Utility Work shall interfere with or diminish, except in an immaterial way, the utility service to any party during that party's business hours; and if an electrical line/computer line is being relocated, or in case of an emergency, then the party performing the Utility Work shall coordinate such interruption with the party affected to minimize any detrimental effects;

(vii) No Utility Work shall reduce or unreasonably impair the usefulness or function of any other party's utility lines;

(viii) All Utility Work shall be performed without cost or expense to the parties not performing the Utility Work;

(ix) All Utility Work shall be completed using materials and design standards required by Governmental Authorities;

(x) All Utility Work shall be approved by the provider of such utility service and the appropriate Governmental Authorities, if required; and

(xi) The party performing the Utility Work shall furnish an "as-built" survey to the other parties hereto, at the party performing the Utility Work's expense, documenting the location of the new or relocated utility lines.

b. Insurance. Prior to commencing any construction activities within the Property, the party commencing such construction activities shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below and the party who owns the portion of the Property where the work is to be performed shall be named as an "additional insured" under the following policies as they apply to the Property (pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent):

(i) Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence.

(ii) Workers' compensation and employer's liability insurance:

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and

\$1,000,000 each employee for bodily injury by disease.

(iii) Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

(iv) Each such policy shall provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to each insured. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the party commencing the construction activities shall immediately stop all work on and use of one of the other parties' property until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the party on whose property work is being commenced.

c. Indemnification. The party commencing such construction activities agrees to defend, protect, indemnify and hold harmless the other parties hereto from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any person, or damage to the property of any person located on the Property or the DAV Parcel, if any claim or demand is in connection with their Utility Work; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of one of the other parties, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that the party commencing such construction activities was not at fault, then the other party shown to be at

fault shall reimburse the party commencing such construction activities for all reasonable costs and/or expenses incurred by it in defending against such claim or demand.

d. If any party does not comply with the obligations set forth in Paragraphs 5 and 6 below, the other party or parties adversely affected shall have a right to obtain a judgment against the non-complying party plus interest at the rate set forth in Section 19 herein on all sums reasonably and customarily incurred by the other party adversely affected to unrelated third parties to cure the non-complying party's non-compliance to the extent such non-compliance either relates to required insurance or materially and adversely affects the operation or use of the improvements (existing or to be constructed) on Lot 8, Lot 10 or the DAV Parcel, but only after prior written notice is given at the addresses and in the manner described in Paragraph 18 below to the non-complying party and the non-complying party has not cured the same in a reasonable period of time.

5. Contractor Insurance Requirements.

a. Coverage Amount. Prior to commencing any construction activities on the Property, the party commencing such construction activities shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below and the party who owns the portion of the Property where the work is to be performed shall be named as an "additional insured" under such policy as it applies to the Property (pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent):

(i) Workers' compensation and employer's liability insurance:

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(ii) Commercial General Liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

(a) Required coverages:

(1) Premises and Operations.

(2) Products and Completed Operations.

(3) Contractual Liability, insuring the indemnity

obligations assumed by contractor under the contract documents.

(4) Broad Form Property Damage (including

Completed Operations).

(5) Explosion, Collapse and Underground Hazards.

(6) Personal Injury Liability.

(b) Minimum limits of liability:

(1) \$1,000,000 each occurrence (for bodily injury and

property damage).

(2) \$1,000,000 for Personal Injury Liability.

(3) \$2,000,000 aggregate for Products and Completed

Operations.

(4) \$2,000,000 general aggregate applying separately to

this project.

(iii) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

(iv) The contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$10,000,000.

b. Continuing Coverage. Prior to concluding construction activities on Lots 8 or 10, the party commencing or completing such construction activities shall cause the coverage set forth in (ii)-(b)-(3) above to be extended for a three (3) year period following final completion of work.

6. Dedication. The parties agree that, if at any time any portion of the Access Easement Areas, or sanitary sewer and/or gravity flow lines within Lot 13 are able to be dedicated to and maintenance accepted by a governmental body or agency (the "**Governmental Authorities**") for use as a public right-of-way or public utilities, as the case may be, they will execute and have acknowledged the necessary documents to complete such dedication, and the access and utility easements granted herein shall terminate with respect to such portion or portions of the Access Easement Areas and utility lines within Lot 13 so dedicated and accepted for maintenance. In the event CN fails to timely convey the land to be dedicated to Governmental Authorities as described in this Section 6, DAV shall have the right to do so as attorney-in-fact on behalf of CN, and this power of attorney is coupled with an interest and, therefore, is irrevocable.

7. Maintenance and Repair.

a. Upon completion of the Internal Roadways, CN, or such other party as designated by CN in any document reflecting the maintenance responsibilities pertaining to the Internal Roadways, shall maintain the Internal Roadways in good condition and repair, reasonably clear of waste, debris, dirt, ice and snow, and with a suitable asphalt surface, with each party (other than the owners and occupants of the DAV Parcel) responsible for a pro rata share of the expense of such maintenance (the "**Maintenance Costs**") as computed by multiplying the total annual amount of the Maintenance Costs by a fraction, the numerator of which shall be the acreage of the respective portion of the total property being served by the Internal Roadways owned by the party being charged, and the denominator of which shall be the total acreage of the property being served by the Internal Roadways. Any Maintenance Costs which would otherwise have been owed by the owners or occupants of the DAV Parcel based on the foregoing formula will, instead, be the responsibility of the owners of the CN Parcel.

b. Notwithstanding the foregoing sentence in Paragraph 7(a), if damage is done to the Internal Roadways, including damage resulting from use of the Internal Roadways by construction vehicles utilized in the development of any real property entitled to use the Internal Roadways hereunder (other than damage or deterioration due to normal use) by any party hereto, its respective contractors, tenants, guests, permittees and invitees, the Internal Roadways shall be promptly repaired to an equivalent or better condition than before such damage by and at the sole expense of the party who caused the damage or whose contractors, tenants, guests, permittees or invitees caused the damage. If the damage is not promptly repaired within thirty (30) days after written notice is sent by the affected party to the party causing such damage, or such work to repair the damage has not been commenced within such thirty (30) days or, if commenced, has

not been diligently pursued to completion thereafter, then the affected party hereunder may effect the repair of such damage and all reasonable and necessary costs incurred for such repairs made shall be paid by the party who caused, or whose contractors, tenants, guests, permittees and invitees caused, such damage within thirty (30) days after presentation of the bill and supporting documentation. If not paid within thirty (30) days thereafter, the amount due shall bear interest as set forth in Section 19 from the date of presentation of the bill and supporting documentation until paid, and the nonperforming party shall be obligated to pay all costs incurred by the party incurring the expense in collecting amounts due from the nonperforming party including, without limitation, court costs and reasonable attorney's fees. If the alleged non-performing party prevails in such action (as determined by the court), the party who brought such action shall reimburse the alleged non-performing party its reasonable attorneys' fees.

c. All parties required to pay a pro-rata share of Maintenance Costs shall pay its share within thirty (30) days after receipt of a written request together with copies of invoices for such maintenance and/or repair from CN or a maintenance company designated by CN to maintain the Easement Roadways (the "**Maintenance Contractor**"). If not paid within thirty (30) days, the amount due shall bear interest as set forth in Section 19 from the date of presentation until paid, and the nonperforming party shall be obligated to pay all costs incurred by CN in collecting amounts due from the nonperforming party including, without limitation, court costs and reasonable attorney's fees. CN, or the Maintenance Contractor performing such maintenance and/or repair, is hereby granted an easement across all of the parcels which make up the Internal Roadways, as appropriate, for the purpose of performing such maintenance and/or repair.



d. In the event the Easement Roadways (which are a portion of the Internal Roadways) are not maintained (including snow removal) or the utilities constructed pursuant to the Site Plan are not maintained pursuant to either Paragraph 7(a) herein or the terms of the Operations and Easement Agreement by and between Chippenham North, Woody, Target Corporation and Ukrop's Supermarkets, Inc. (which shall be recorded for the operation of the Phase One Property), DAV shall have the right (but not the obligation) upon thirty (30) days prior notice to CN and Woody, unless there is an emergency situation, to maintain (including snow removal) the Easement Roadways and the utilities constructed pursuant to the Site Plan. Any costs for such construction or maintenance of such roads or utilities shall be paid by CN and if such costs are paid by DAV after failure of CN to do so, DAV shall be promptly reimbursed by CN, upon demand, with proof of payment together with supporting documentation.

e. Following the completion of the Lot 13 Improvements from time to time, CN agrees to maintain, repair and replace (or cause to be maintained, repaired or replaced) all such roads, landscaping and other improvements constructed by or on behalf of DAV in Lot 13; provided, however, any maintenance, repair or replacement which is caused by defects in the construction of the Lot 13 Improvements during any applicable warranty period under the construction contract (which shall be no less than one year) shall either be performed by the contractor who originally performed the work or by such other contractor selected and paid for by DAV.

8. Grant of Signage Rights.

a. Sign Easement. CN hereby grants and conveys to DAV, its respective successors and assigns for the benefit of the DAV Parcel, a perpetual exclusive easement for the right and privilege to place or affix identification panel(s) (1) in the position (both sides)

specified in Exhibit E, attached hereto and incorporated herein, to the sign structure to be located on that portion of Lot 1 shown as Sign Area "B" on Exhibit D attached hereto and incorporated herein ("**Sign Area B**"), pursuant to the rights granted in that certain Reciprocal Cross Access and Signage Easement and Road Construction and Maintenance Agreement, dated February 25, 2003, by and between Louise H. Moore and CN ("**Moore Agreement**"), and (2) in the position (both sides) specified in Exhibit E to the sign structure to be located on that portion of Lot 3 shown as Sign Area "A" on Exhibit D ("**Sign Area A**"); Exhibit E is referred to herein as the "**Sign Exhibit**".

b. Sign Access. The foregoing easement granted in paragraph 8.a. above shall include reasonable access over, across and upon the CN Parcel and the easement area subject to the appurtenant sign easements granted to CN in the Moore Agreement (the "**Moore Easement Area**") to permit such panel(s) to be installed, replaced, maintained and operated (including to obtain power to the same).

c. Sign Construction, Maintenance, Replacement and Use. CN shall cause the sign structures to be located in Sign Area A and Sign Area B to be constructed in accordance with the criteria set forth in the Sign Exhibit. In the event a sign structure is not in place within Sign Area A or Sign Area B, then the aforesaid easement grant shall also include the right for DAV to construct, reconstruct, replace, maintain and operate a sign structure within Sign Area A, or Sign Area B, as the case may be, together with reasonable access over, under, upon, through and across the CN Parcel and the Moore Easement Area to install, replace, maintain, repair and operate such sign structures and to provide power to the same. If DAV elects to construct the sign structure(s), the design thereof shall be as specified on the applicable Sign Exhibit, but, at DAV's option, modified and reduced in size. The foregoing easement, together with all rights

and privileges specified, shall be for the benefit of the DAV Parcel and shall be binding on, enforceable against, and a burden on, the CN Parcel. DAV shall have the right to release the easement, and, upon such release, DAV shall remove its panel(s) and thereafter have no further rights, duties or responsibilities with respect to the sign structure(s). Provided, however, the easements granted in this Section 8.a. shall not be valid and enforceable by DAV and its successors and assigns and shall be usable by others hereunder until the earlier of (i) DAV's election to use for marketing of its proposed development which shall not be before October 1, 2006 or (ii) the approval by the City of Richmond of a final site plan for the development of any of the DAV Parcel and, in either event, following sixty (60) days written notice from DAV to CN and Woody of the same at the addresses last known by DAV. In any event, any usage by others of the sign panels in the easement area granted hereunder to DAV shall immediately terminate after such sixty (60) days and such user(s) shall pay all costs and expenses in removing their signs. Any expense incurred by DAV in removing such signage shall be promptly reimbursed by such users upon written demand by DAV with evidence of such costs. DAV shall pay directly all bona fide third party costs, regardless of nature or origin, necessary to install and maintain its identification panels (including backlighting) to the sign structures located in Sign Area A and Sign Area B and following attachment thereof, its pro-rata share of all costs (which are based on the size of its sign panels as compared to the total size of all of the sign panels) to maintain and provide power to the sign structures located in Sign Area A and Sign Area B pursuant to existing governmental regulations, in a safe condition and in a good state of repair. The identification panels to be attached to the sign structures located in Sign Area A and Sign Area B by DAV shall be consistent with the design of the then existing sign panels.

- d. Additional Panel Easements. CN reserves the right to grant additional

panel easements, subject to the restrictions set forth herein, for the remaining panel areas specified on the Sign Exhibit, and each such additional grant shall include and recognize the easement right and privileges granted herein to DAV, and shall specify which panel space on the sign structures are the subject of the easement grant. A copy of the recorded easement shall be delivered to DAV and each other party holding a prior panel easement with respect to the subject sign structure.

e. Additional Signage. In the event of any increases in signage rights by the City of Richmond, Virginia for the sign located at Sign Area A, DAV, and its successors and assigns, shall receive a proportionate increase equal to its percentage allocation of the square footage signage shown on the Sign Exhibit (that is, 18.7% of such increased signage). In the event of any increases in signage rights in the sign located at Sign Area B, CN, Woody and their successors and assigns shall have exclusive use of the first twenty (20) square feet of increased signage for the benefit of the CN Parcel and the Woody Parcel, and the balance of the increased signage shall be for the exclusive benefit of DAV and its successors and assigns for the benefit of the DAV Parcel. If and when any of the DAV Parcel is developed with improvements thereon, DAV and its successors and assigns shall have the right, with the permission of the City of Richmond, Virginia, to obtain a second free-standing sign on or near Forest Hill Avenue (including within Lot 13, to the extent space permits without adversely affecting the signs in Sign Area A or Sign Area B) solely for the benefit of the DAV Parcel (and CN hereby grants a sign easement to DAV for such purpose in a location to be mutually agreed upon between such parties and, at DAV's request, CN shall execute and deliver a sign easement confirming the sign location). In the event CN fails to timely grant the easements described in this Section 8.c., DAV shall have the right to do so as attorney-in-fact on behalf of CN, and this power of attorney is

coupled with an interest and, therefore, is irrevocable. DAV acknowledges and agrees that the construction of a second free-standing sign described above shall be architecturally consistent with the then existing signs in the Sign Easements or as otherwise approved by the City of Richmond, Virginia.

f. Sign Condemnation. CN shall be entitled to receive the portion of any condemnation award relating to the sign structure, including any relocation benefits, and CN shall cause a new sign structure to be constructed on the CN Parcel in accordance with the applicable Sign Exhibit in a replacement location reasonably acceptable to all parties hereto with consent for the same not to be unreasonably withheld. If the award received for the sign structure is less than the cost to replace the sign structure, DAV shall pay its allocable share of the deficiency based on the panel area allocated to DAV pursuant to the applicable Sign Exhibit once the replacement sign has been constructed and DAV has received an invoice with supporting documentation. Further, as a condition to payment aforesaid, CN shall grant and convey to DAV and its successors and assigns all easements, rights and benefits to such relocated sign structure as granted and conveyed for the original structure under this Agreement.

g. Assignment by DAV. DAV shall have the right to assign its right to any of the sign panels located on signs on Sign Area A or Sign Area B granted in this Section 8 to an owner or occupant of any of the DAV Parcel, subject to any applicable restrictions set forth herein, and each such additional grant shall recognize the sign easement for which written notice was delivered to DAV pursuant to Section 8(a) right and privileges granted to others. A copy of the assignment document shall be delivered to CN and Woody and each other party holding a prior panel easement for which written notice was delivered to DAV pursuant to Section 8 (a) with respect to the subject sign structure.

9. Not for Public Benefit. The easements, rights of use and covenants created herein are not for the benefit of the general public, but are intended only for the mutual benefit of CN, Woody, DAV and any other present owners of a portion of the DAV Parcel, and their respective successors, assigns, tenants, subtenants, guests, invitees, customers, employees, agents and independent contractors.

10. Waivers, Consents and Modifications. Waivers and consents respecting this Agreement shall be binding only if in writing and signed by the party against whom such waiver or consent is sought to be enforced. Except as to be amended by the OEA, as further described in Section 16, this Agreement may be amended, in whole or in part, at any time or from time to time, only by an instrument (i) executed and acknowledged by the parties hereto (or their respective successors in interest) and (ii) recorded in the Clerk's Office.

11. Binding Nature of Covenants. Each and all of the covenants, obligations, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) shall be construed as covenants running with the land intended to be benefited or burdened thereby and shall bind and inure to the benefit of CN, Woody and DAV and their respective successors and assigns, and every individual, partnership, association, corporation, limited liability company or other entity having any fee interest in the CN Parcel, the Woody Parcel and the DAV Parcel at any time to the extent that any such parcel, as the case may be, is affected, benefited or bound by the covenant, restriction, condition or provision in question or such covenant, restriction, condition or provision is to be performed on or by the owner of such parcel. Each party hereto may grant to its successors, assigns, employees, agents, contractors, tenants, licensees or invitees any of its rights and benefits under this Agreement. All of the parties hereto agree that upon the conveyance of any parcel affected by this Agreement, the prior

owner of such conveyed parcel, as the case may be, shall no longer have any obligations whatsoever under this Agreement with respect to such conveyed Parcel except during their ownership period, as the obligations herein shall pass with each parcel to each successive owner such that no prior owner(s) of the respective parcels shall have any obligations under this Agreement for events occurring with respect to such conveyed parcel for periods of time extending beyond their ownership period.

12. Captions and Headings. The captions and headings contained in this Agreement are included herein for the convenience of reference only and shall not be construed to limit or enlarge the terms hereof or otherwise affect the meaning or interpretation of this Agreement.

13. Relationship of Parties. Nothing contained in this Agreement shall be construed in any manner to create a partnership or co-venture relationship between or among any of the parties hereto.

14. Governing Law. The parties hereto agree that all matters of construction and interpretation with regard to this Agreement shall be governed by the laws of the Commonwealth of Virginia.

15. Entire Agreement. Except for the agreements set forth in (i) that certain Deed, Restrictive Covenants, Reservations and Agreements by and between DAV and Pony Farm Associates, L.L.L.P. ("**Pony Farm**"), as sellers, and CN, as purchaser, dated June 12, 2002 and recorded June 13, 2002 in the Clerk's Office as Instrument No. 02-018497, page 511, (ii) that certain Deed, Restrictive Covenants, Reservations and Agreements by and between DAV and Pony Farm, as sellers, and Woody, as purchaser, dated June 12, 2002 and recorded June 13, 2002 in the Clerk's Office as Instrument No. 02-018495, page 470, as corrected by that certain Deed of Correction recorded in the Clerk's Office as Instrument No. 02-040004, page 619 on

December 19, 2002, and (iii) that certain Deed, Restrictive Covenants, Reservations and Agreements by and between BFML Associates II, L.L.C., as seller, and Woody, as purchaser, dated June 12, 2002 and recorded June 13, 2002 in the Clerk's Office as Instrument No. 02-018496, page 491, as corrected by that certain Deed of Correction recorded in the Clerk's Office as Instrument No. 02-040005, page 640, as clauses (i), (ii) and (iii) above are revised by that certain Deed of Confirmation dated July \_\_, 2003 by and between BFML Associates II, L.L.C., Pony Farm, DAV, Woody and CN, recorded prior hereto, this Agreement contains all the agreements of the parties hereto relative to the grant of the easements provided herein and the other rights and obligations set forth herein with respect to the CN Parcel, Woody Parcel and the DAV Parcel.

16. Operation and Easement Agreement. CN and Woody shall enter into an Operation and Easement Agreement ("OEA") with respect to the Property and any term of this Agreement, as between CN and Woody, shall, notwithstanding anything herein to the contrary, terminate and the OEA shall supercede and control such terms of this Agreement; provided, however, the OEA shall not limit, diminish or adversely affect the rights and benefits granted to, or reserved by, DAV hereunder or expand or create any duties, responsibilities or obligations of DAV or the DAV Parties hereunder.

17. Force Majeure. The parties to this Agreement shall be excused from performing any obligation or undertaking provided for herein, other than the payment of money, for such period as such performance is prevented, delayed, retarded or hindered by fire, earthquake, flood, explosion, adverse weather conditions, riot, insurrection, mob violence, sabotage, inability to procure (or general shortage of) labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of any labor union, laws or orders of



Governmental Authorities or any other cause not within the reasonable control of the party prevented, delayed, retarded or hindered thereby, including reasonable delays for adjustment of insurance proceeds in the event of an insured casualty.

18. Notices. Any notices required to be sent hereunder shall be sent (i) by certified mail, return receipt requested, postage prepaid or (ii) by prepaid guaranteed overnight delivery service, to the parties at the following addresses or such other addresses as may from time to time be designated by written notice given as herein required:

- If to CN: Chippenham North, L.L.C.  
410 N. Ridge Road, Suite 100  
Richmond, Virginia 23229  
Attn: Russell B. Harper
  
- If to Woody: Woody Real Estate Investments, L.L.C.  
410 N. Ridge Road, Suite 100  
Richmond, Virginia 23229  
Attn: Russell B. Harper
  
- If to DAV: DAV III, L.L.C.  
c/o Jonathan S. Perel  
P.O. Box 8984  
Richmond, Virginia 23225
  
- With a copy to: McGuireWoods LLP  
One James Center  
901 East Cary Street  
Richmond, Virginia 23219  
Attn: Real Estate Department  
(Charles R. Swartz)
  
- If to Target as the owner of Lot 10: Target Corporation  
Property Development  
Attn: Property Administration  
1000 Nicollet Mall  
Minneapolis, MN 55403
  
- If to Ukrop's as the owner of Lot 8: Ukrop's Super Markets, Inc.  
600 Southlake Boulevard  
Richmond, VA 23236-3992

Attn: General Counsel

Notices will be deemed received three (3) days after mailing or the next business day after deposit with a guaranteed overnight delivery service.

19. Interest. Any interest allowed for herein shall be from the due date to and including the date such payment is received by the party entitled to the interest, at the lesser of:

a. The highest rate permitted by law to be either paid on such type of obligation by the party obligated to make such payment or charged by the party to whom such payment is due, whichever is less.

b. The prime rate, plus three percent (3%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be an average of the comparable indexes of short term loan interest rates charged by the three largest U.S. banks to corporate borrowers.

20. Authority; Further Assurances. Each party warrants and represents to the other party that they have the full power and authority to make, deliver, enter into and perform the terms and conditions of this Agreement. The parties hereto agree to take any further action as may be reasonably required to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

21. Recitals. The foregoing recitals are incorporated herein by this reference and

made a part hereof.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

23. Remedies. Any specific remedies set forth in this Agreement shall not limit any other remedies available at law or in equity.

*[Signatures follow on following pages]*

IN WITNESS WHEREOF, the parties have placed their signatures and seals on this Agreement as of the date and year first written above pursuant to all necessary authority.

CHIPPENHAM NORTH, LLC,  
a Virginia limited liability company  
By: Chippenham North Associates, L.L.C.,  
A Virginia limited liability company, Manager

By:       *RBH*        
Name: Russell B. Harper  
Title: Manager

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

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2003, by Russell B. Harper, as Manager of Chippenham North Associates, L.L.C., a Virginia limited liability company, Manager of Chippenham North, LLC, on behalf of the company.

My commission expires: 7/31/2007  
      *Kathleen Wharton*        
Notary Public

[Additional Signature Pages Follow]

WOODY REAL ESTATE INVESTMENTS, LLC

a Virginia limited liability company

By: *[Signature]*

Name: *Russell B. Harper*

Title: Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF *Richmond*, to-wit:

The foregoing instrument was acknowledged before me this *11<sup>th</sup>* day of *August*, 2003, by *Russell B. Harper*, as Manager of Woody Real Estate Investments, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: *7/31/2007*

*Kathleen Wharton*

Notary Public

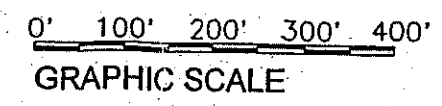
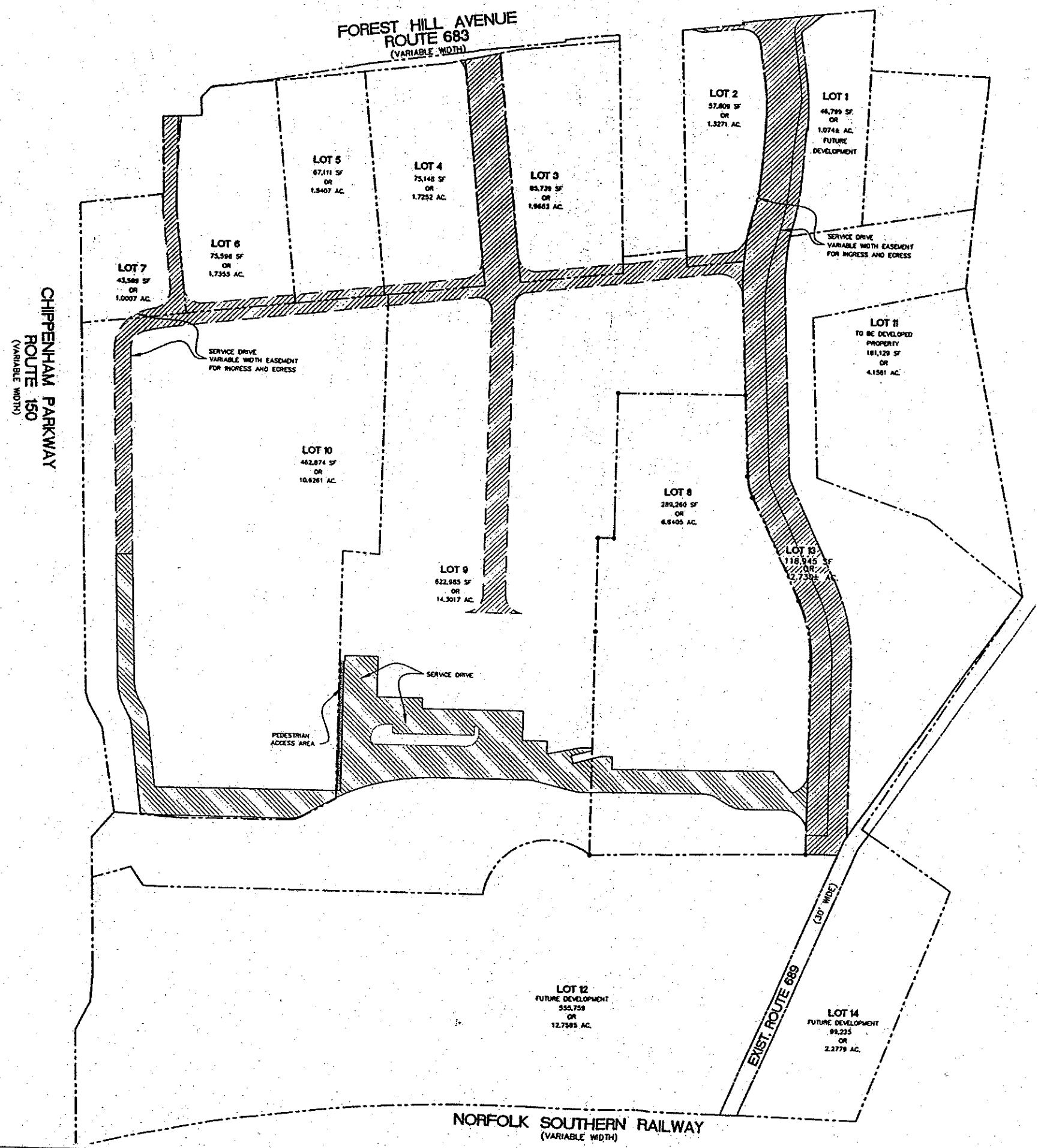
[Additional Signature Page Follows On Next Page]

DAV III, L.L.C.,  
a Virginia limited liability company  
By: DAYM Corporation, its Manager  
By: Marianne Phillips  
Name: Marianne Phillips  
Title: Vice President

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2003, by Marianne Phillips, as Vice President of DAYM Corporation, Manager of DAV III, L.L.C., a Virginia limited liability company, on behalf of the company.

My commission expires: 1/31/04  
Charles Swartz  
Notary Public



# EXHIBIT A



**McKINNEY AND COMPANY**  
engineers and architects  
www.mckinney-usa.com

**MAIN OFFICE**  
100 SOUTH RAILROAD AVE  
ASHLAND, VIRGINIA 23005  
(804)796-1481 FAX: (804)796-7072

**WILLIAMSBURG OFFICE**  
405 MCCLARY CIRCLE  
SUITE 8  
WILLIAMSBURG, VA 23185  
(757)250-6400 FAX: (757)229-8301

COPYRIGHT

PROJECT MANAGER:	S. BURGIN
DESIGNED:	
DRAWN:	
CHECKED:	
DATE:	MAY 29, 2002
REVISIONS:	
	▲ 06-25-05
	▲ 07-29-03 LOT 12 ACREAGE

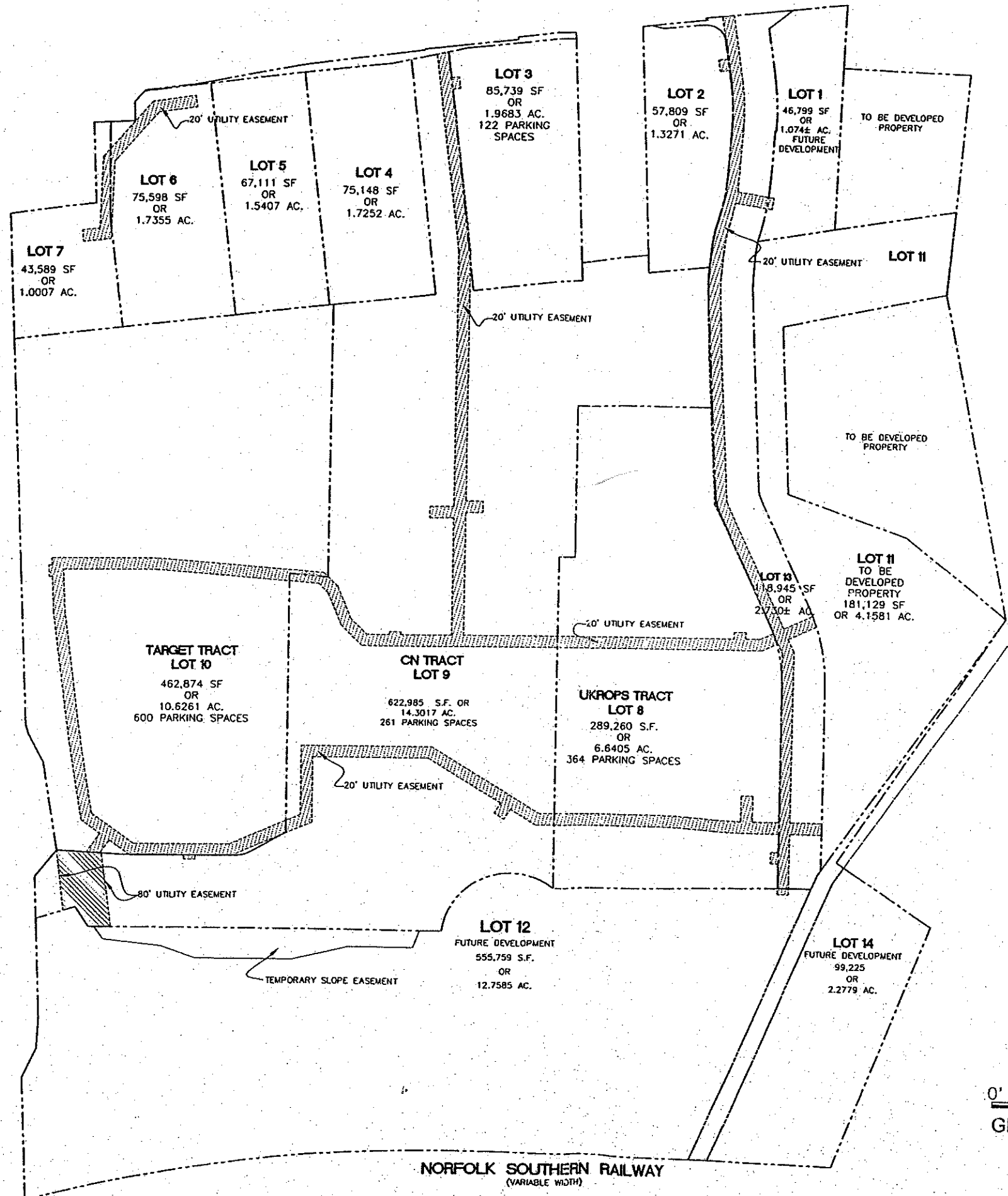
INTERNAL ROADWAYS  
THE SHOPS AT  
STRATFORD HILLS  
RICHMOND VIRGINIA

SHEET

OF

CAD NO.

JOB NO. 10398-01/CIVIL/SUF  
EXHIBIT A.DWG



**EXHIBIT B**

**McKINNEY AND COMPANY**  
engineers and architects  
www.mckinney-usa.com

MAIN OFFICE  
100 SOUTH RAILROAD AVE.  
ASHLAND, VIRGINIA 23005  
(804)798-1451 FAX: (804)798-7072

WILLIAMSBURG OFFICE  
485 MCLAWS CIRCLE  
SUITE 2  
WILLIAMSBURG, VA. 23185  
(757)220-5400 FAX: (757)229-6301

COPYRIGHT

PROJECT MANAGER:	S. BURGIN
DESIGNED:	
DRAWN:	
CHECKED:	
DATE:	JUN 24, 2009
REVISIONS:	

UTILITY EASEMENTS  
THE SHOPS AT  
STRATFORD HILLS  
RICHMOND VIRGINIA

SHEET

OF

CAD NO.

JOB NO. 10398-01/CIVIL/SUP  
EXHIBIT B.DWG







**McKINNEY  
AND  
COMPANY**  
planning  
design  
construction

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THE SHOPS AT STRATFORD HILLS

EXHIBIT "D"

CITY OF RICHMOND, VIRGINIA

DESIGN: CIVIL  
DRAWN: CNM  
CHECKED: MSG  
REVISIONS:  
A-07-01-02 LOT 12 ACRES

DATE: JUNE 25, 2003

JOB NO. 10398-00

FILE: EXHIBIT D

DRAWING TITLE:  
**EXHIBIT  
"D"**

SHEET NO.  
1 OF 1

**THE SHOPS AT STRATFORD HILLS  
SIGN LOCATION PLAT**

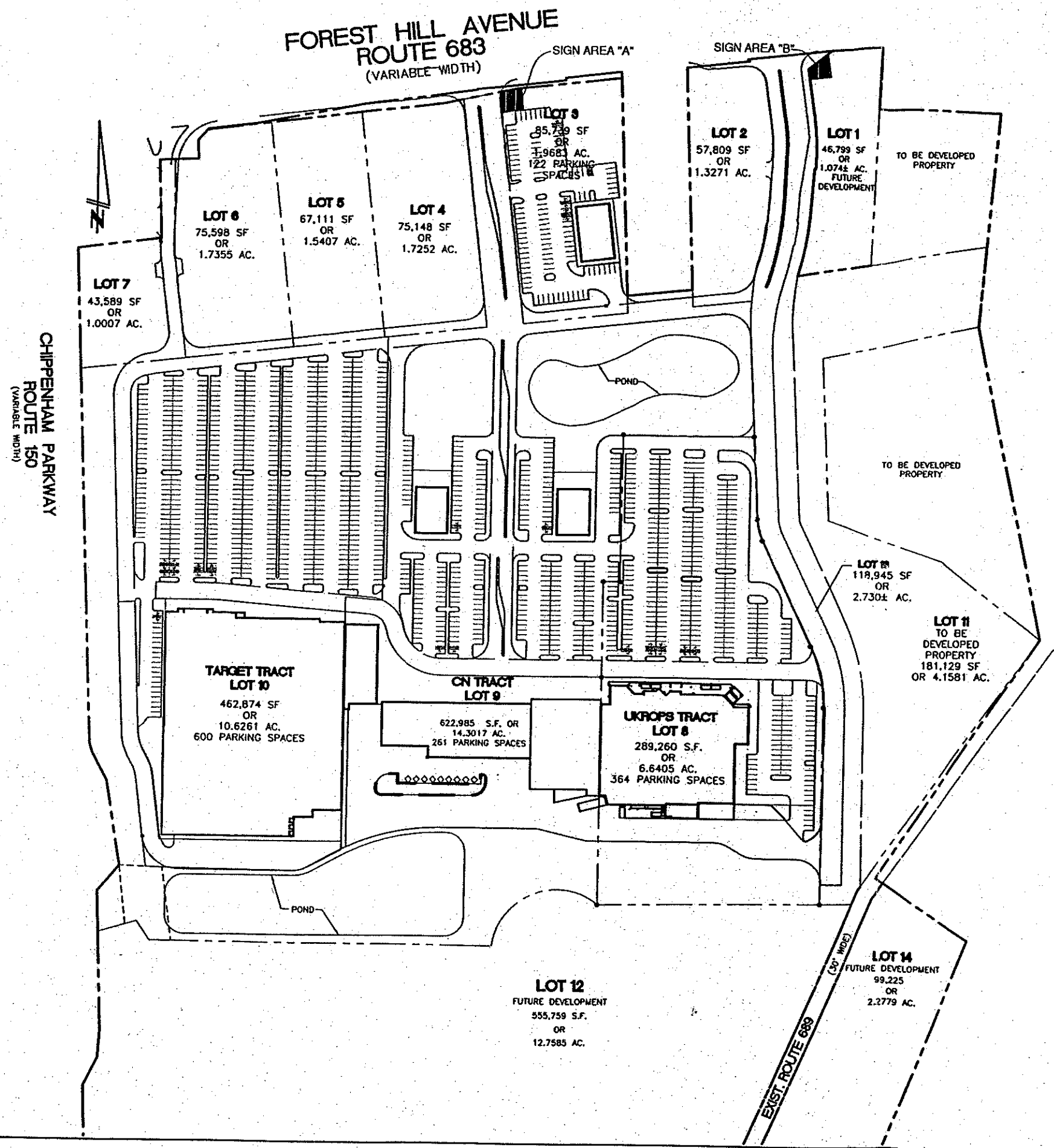
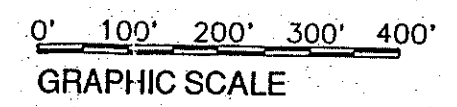


EXHIBIT C

(Plat with Easement Roadways and 80' ingress/egress easement)  
[see attached]

03-67

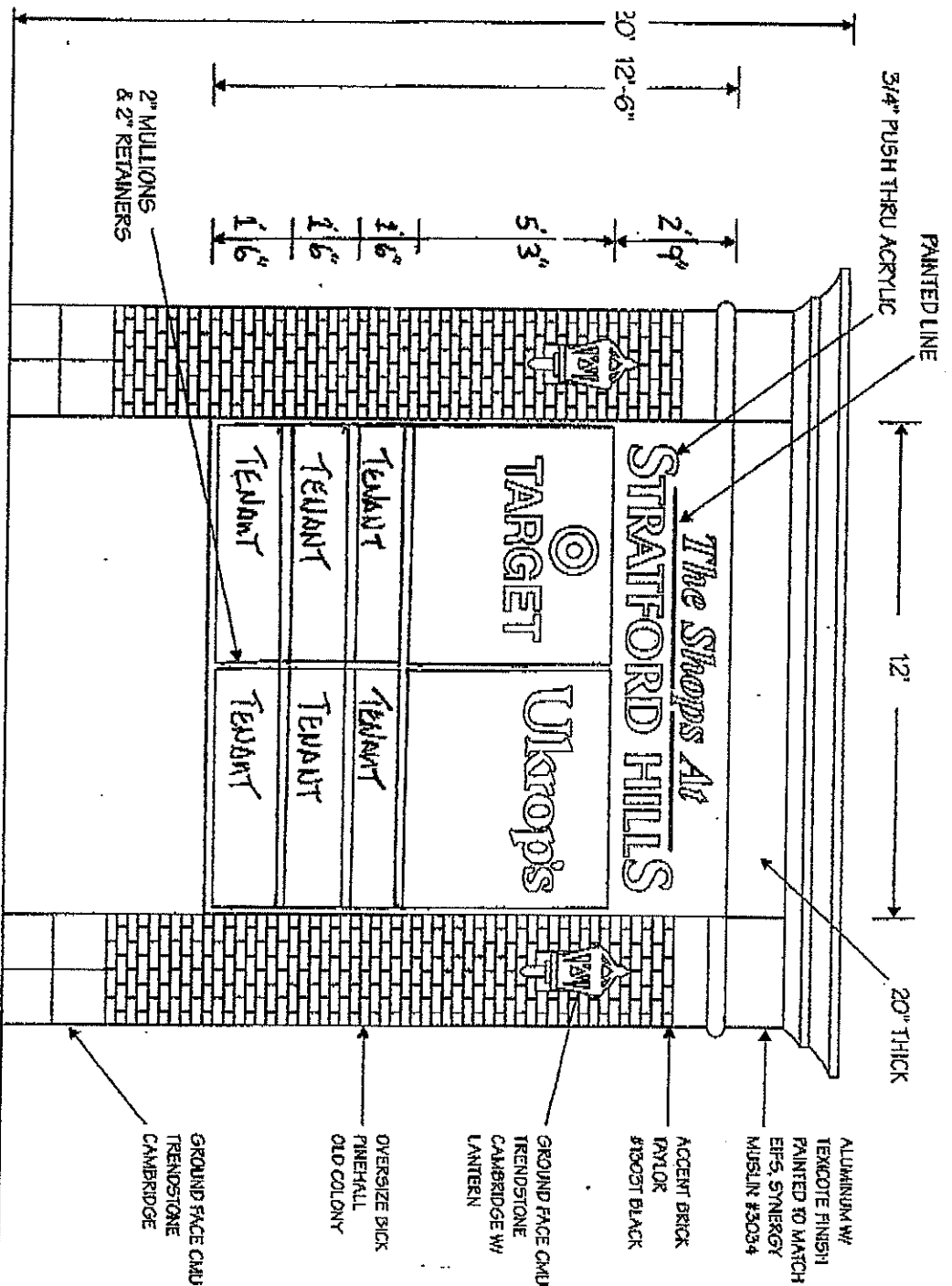
EXHIBIT D  
(Sign location plat)

03-69

EXHIBIT E  
(Sign Exhibit)

← Forest Hill Ave  
**SIGN AREA A**  
**CENTER ENTRANCE** Site →

**EXHIBIT E**



Center Entrance Monument Sign	A-1
Stratford Hills	2' 9"
Target	5' 3"
Ukrop's	5' 3"
Tenant	4' 6"
<b>TOTAL</b>	<b>15' 0"</b>

Materials and colors shall be the same as those used on anchor tenants buildings

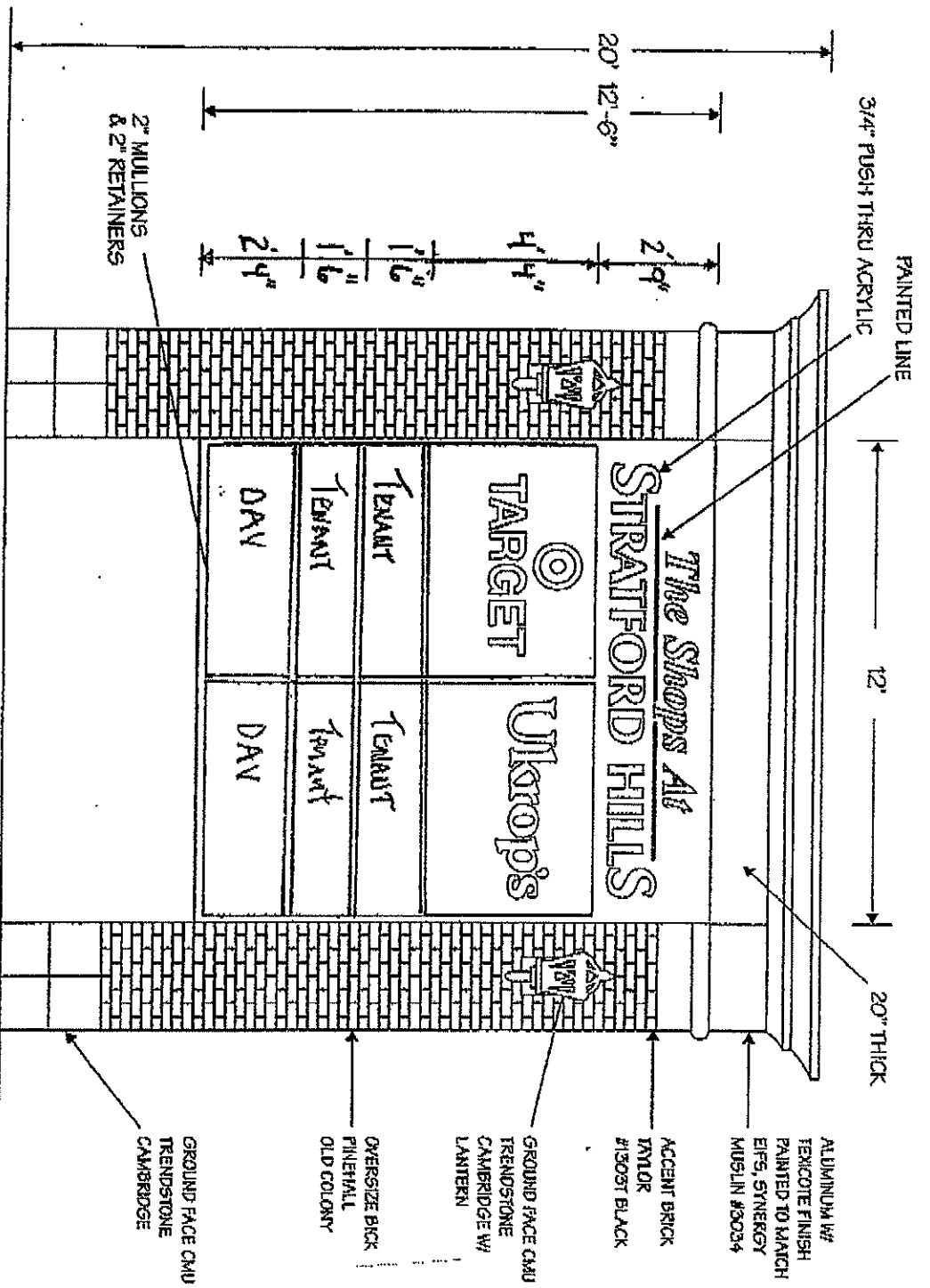
**Note:**  
 Sign Panel layout prior to exercise by DAV of rights granted in Section 8.a. and 8.c.

SCALE: 1/4" = 1'-0"

5/7/83

← Forest Hill Ave  
**SIGN AREA A**  
**CENTER ENTRANCE** SITE →

**EXHIBIT E**



Center Entrance - Monument Sign	A-2
Stratford Hills	12' 0"
Target	6' 0"
Ukrop's	6' 0"
Tenant	12' 0"
DAV	12' 0"
<b>TOTAL</b>	<b>150' 0"</b>

Materials and colors shall be the same as those used on anchor tenants buildings

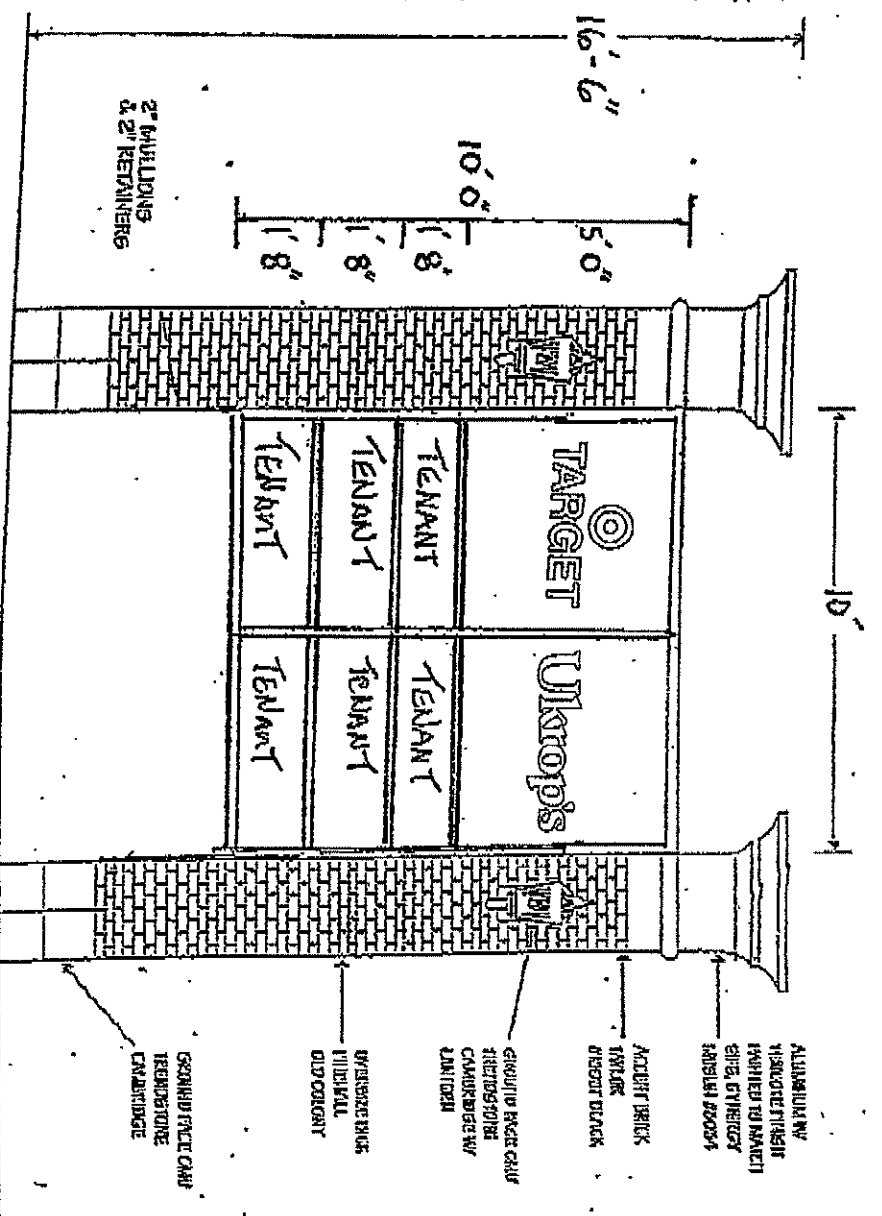
**Note:**  
 Sign Panel layout after exercise by DAV of rights granted in section 8.a and 8.c

SCALE: 1/4" = 1'-0"

5/7/80

Forest Hill Avenue → **SIGN AREA B**  
**CHEROKEE RD. ENTRANCE**

← **SITE** → **EXHIBIT E**



MAXIMUM S.F. ALLOWED - 100 S.F.

SCALE: 1/4" = 1'-0"

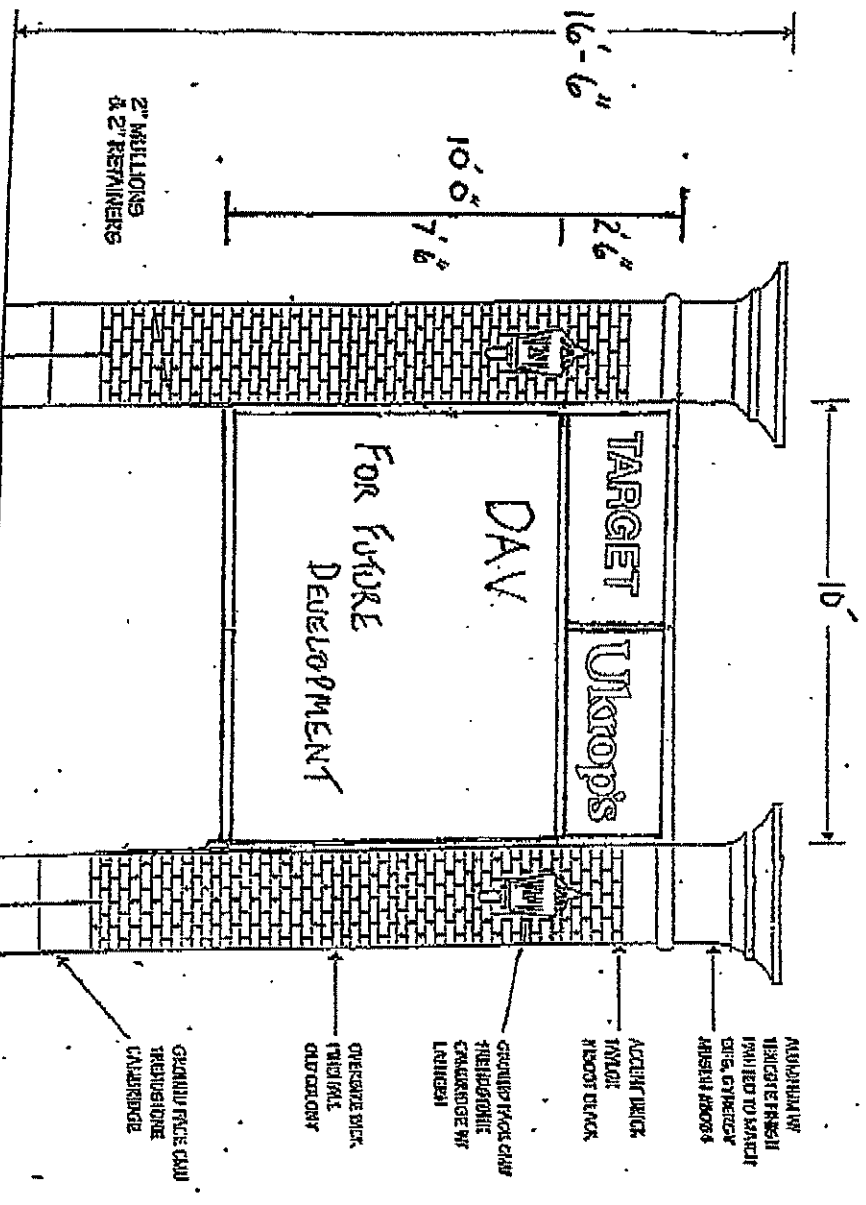
Cherokee Road Entrance- Pylon Sign				B-1
	Height	Width	Square feet	
Target	5' 0"	5' 0"	25 0'	
Ultrapops	5' 0"	10' 0"	50 0'	
Tenant	5' 0"	10' 0"	50 0'	
<b>TOTAL</b>			<b>100 0'</b>	

**Note:**  
 Sign panel layout prior to exercise by DAV of rights granted in Section 8.A and 8.C

Materials and colors shall be the same as those used on anchor tenants buildings

Forest Hill Avenue → SIGN AREA B  
 ← Cherokee Rd. ENTRANCE

SITE → EXHIBIT E



MAXIMUM S.F. ALLOWED - 100 S.F.

SCALE: 1/4" = 1'-0"

Cherokee Road Entrance - Pylon Sign	B-2
Target	2' 8"
Utopia	2' 6"
DAV	7' 6"
TOTAL	10' 0"

**Note:**  
 Sign Panel layout after exercise by DAV of rights granted in section 8.a and 8.c

5/1/03



EXHIBIT F

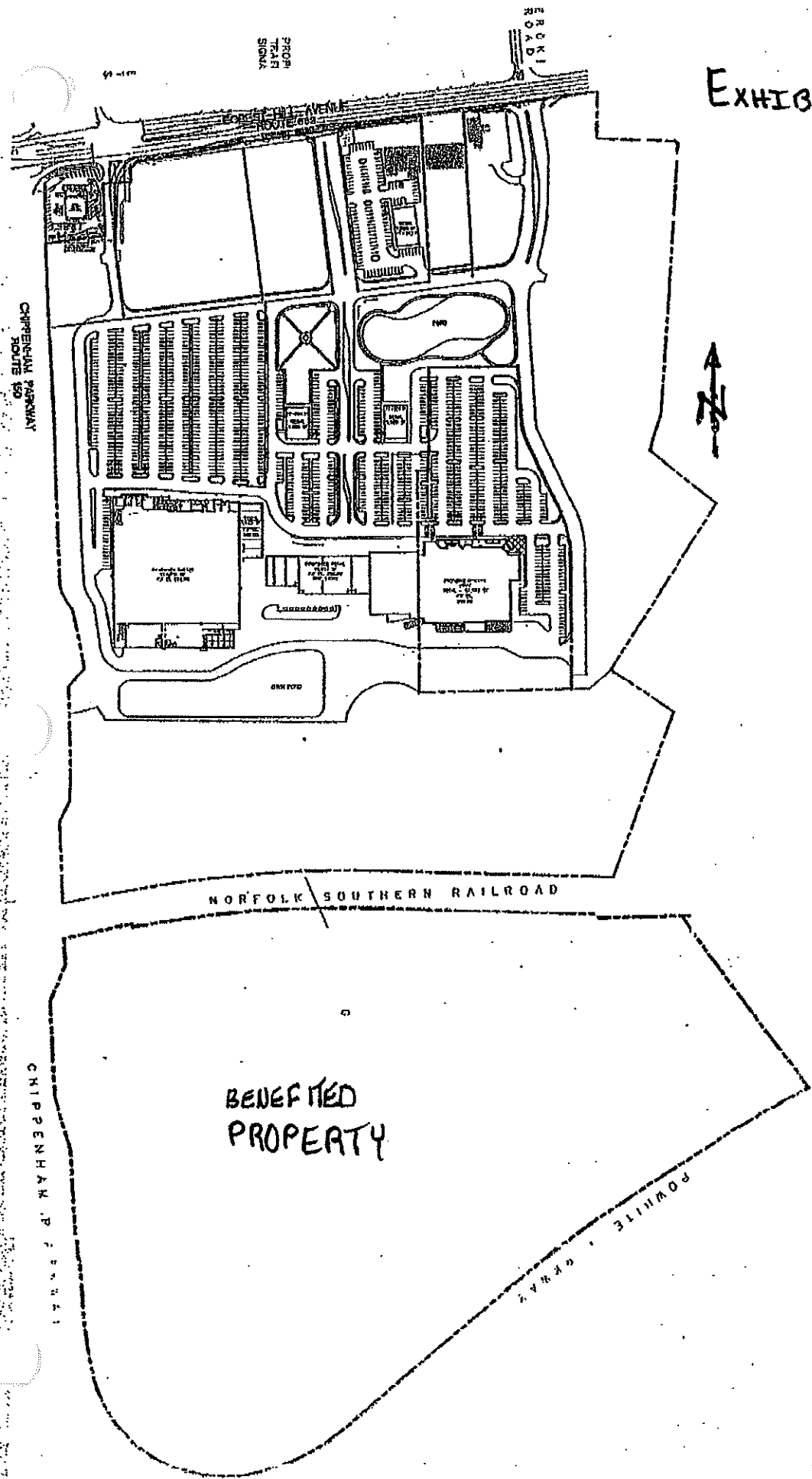
(Benefited Property)

I:\MCDLIB\CIBIVENS\0849259.25

\\REALESTATE\crswartz\global\_easement\_agreement.DOC(#148170)\v. 9

PG 1167 AUG 11 03

# EXHIBIT F



03-29924  
INSTRUMENT #070002992  
RECORDED IN THE CLERK'S OFFICE OF  
CITY OF RICHMOND ON  
AUGUST 11, 2008 AT 01:14PM  
BEVILL, M. DEAN, CLERK  
BY: ath/Grandth (DC)

See plat 03-69

Tax Map Nos.: C004-0703/001;  
C004-0703/002;  
C004-0823/026; and  
a portion of C004-0823-030

Prepared by and  
return to:  
David V. DuVal, Esq.  
Williams, Mullen, Clark & Dobbins  
P.O. Box 1320  
Richmond, Virginia 23218-1320

03-029928

**RECIPROCAL CROSS ACCESS AND SIGNAGE EASEMENT AND  
ROAD CONSTRUCTION AND MAINTENANCE AGREEMENT**

**THIS RECIPROCAL CROSS ACCESS AND SIGNAGE EASEMENT AND ROAD  
CONSTRUCTION AND MAINTENANCE AGREEMENT** (this "Agreement") made as of  
this 23<sup>rd</sup> day of July, 2003, between **LOUISE H. MOORE**, an individual, as sole successor by  
operation of law to John F. Moore and Louise H. Moore and **LOUISE H. MOORE, TRUSTEE  
OF THE JOHN F. MOORE FAMILY TRUST UNDER WILL DATED FEBRUARY 21,  
1994** (collectively, with Louise H. Moore, "Moore") [for recording purposes, Moore to be  
indexed as both Grantor and Grantee], and **CHIPPENHAM NORTH, LLC**, a Virginia limited  
liability company ("CN") [for recording purposes, CN to be indexed as both Grantor and  
Grantee]; **WOODY REAL ESTATE INVESTMENTS, LLC**, a Virginia limited liability  
company ("Woody"), as a third party beneficiary [for recording purposes, Woody to be indexed  
as Grantee]; and **DAV III, L.L.C.**, a Virginia limited liability company ("DAV"), as a third party  
beneficiary [for recording purposes, DAV to be indexed as Grantee]; recites and provides as  
follows:

**RECITALS**

A. Moore is the owner of certain parcels of property located on the south line of State  
Route 683, Forest Hill Avenue ("SR 683") in the City of Richmond, Virginia, all as more  
particularly described as Parcels 1, 2 and 26, being a part of Lot 1, Lot 2 and Lot 13 as shown on

STC  
F-13:10

Sheet 4 of 7 of the subdivision plat by Target Surveys, Inc., dated March 15, 2002, last revised July 24, 2003 entitled "PLAT SHOWING EASEMENT DEDICATION, CONSOLIDATION AND SUBDIVISION, THE SHOPS AT STRATFORD HILLS, CITY OF RICHMOND, VIRGINIA" (the "Subdivision Plat"), which is attached hereto as Exhibit A and by this reference made a part hereof (collectively, the "Moore Parcel"). Moore and her husband acquired the Moore Parcel by deeds recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia (the "Clerk's Office"), in Deed Book 270, page 1947 and Deed Book 601, page 373., and by instrument 01-021724.

B. CN is the owner of that certain parcel of property adjacent to the Moore Parcel located on the south line of SR 683, City of Richmond, Virginia, identified as Parcel 28, and being shown as a portion of Lot 13 on the Subdivision Plat. Lot 13 on the Subdivision Plat, along with Lot 9, are owned by CN and collectively, shall be referred to as the "CN Parcel". CN acquired the CN Parcel by deed from DAV and Pony Farm Associates L.L.P., dated June 12, 2002 and recorded on June 13, 2002 in the Clerk's Office as Instrument No. 02-018497.

C. Woody is the owner of certain parcels of land, located south of SR 683 in the City of Richmond, Virginia, lying adjacent to and in the vicinity of the CN Parcel, more particularly described on the Subdivision Plat as Lots 3, 4, 5, 6, 7, 8, 10 and 11 (collectively, the "Woody Parcel").

D. DAV is the owner of certain parcels of land located south of SR 683 in the City of Richmond, Virginia, lying adjacent to and in the vicinity of the CN Parcel, more particularly described on the Subdivision Plat as Lots 12 and 14, and DAV, or its affiliate, is the owner of certain other real estate south of the railroad tracks abutting such Lots 12 and 14, east of Chippenham Parkway and north of the Powhite Parkway (the "Benefited Tracts", and with Lot 12

and 14, the "DAV Parcel").

E. A portion of Lot 13 will be developed as a road for ingress and egress from SR 683 over Lot 13 and parts of the Moore Parcel (the "Access Road") in order to serve as an access for the CN Parcel, the Woody Parcel, and the DAV Parcel. A turning lane of the Access Road and a portion of the Access Road shall pass on, over, across and through (i) the northern and southeastern portions of Parcel 26 of the Moore Parcel, respectively, as shown on the plats attached hereto and made a part hereof as Exhibit B1 and Exhibit B2, respectively, which plats are both dated June 4, 2002, prepared by Target Surveys, Inc., and entitled "PLAT SHOWING INGRESS/EGRESS EASEMENT PARCEL 26, PROPERTY OF JOHN F. AND LOUISE H. MOORE" (referred to herein as the "Turning Lane Plat" and the "Easement Plat", respectively) and (ii) the western portions of Parcel 1 and Parcel 2 along the boundary lines with Parcel 28 of the Moore Parcel, as shown on Sheet 4 of 7 of the Subdivision Plat which is attached hereto as Exhibit A.

F. CN desires to grant to Moore for the benefit of the Moore Parcel an access easement across the Access Road and a portion of Parcel 28 for the purpose of ingress and egress to and from SR 683.

G. Moore desires to grant to CN, Woody and DAV (and its affiliates as to the Benefited Tracts) an access easement across the portion of the Moore Parcel to be developed as the Access Road for the benefit of the CN Parcel, Woody Parcel, DAV Parcel and other property adjacent to and east of the Access Road, if acquired by CN or Woody.

H. CN intends to construct advertising displays (the "Signs") on the Moore Parcel in the approximate location designated as the "Sign Easement" as shown on the plat attached hereto

and made a part hereof as Exhibit C, which plat is dated June 4, 2002, prepared by Target Surveys, Inc., and entitled "PLAT SHOWING SIGN EASEMENT PARCEL 2, PROPERTY OF LOUISE H. MOORE" (the "Sign Plat").

I. Moore and CN desire to enter into this Agreement to provide for (i) reciprocal cross access easements, (ii) the construction and maintenance of the Access Road and rights for the future widening of the Access Road, (iii) the obligation of the maintenance expenses relating to the Access Road, (iv) providing a right to construct the Signs on the Moore Parcel (the "Sign Easement"), (v) providing a right of vehicular and pedestrian ingress and egress over and across the Moore Parcel to the Signs to periodically change the material on the Signs and to conduct regular maintenance and upkeep of the Signs (the "Sign Access Easement"), (vi) maintaining clear and unobstructed lines of sight over the Moore Parcel from the Signs to SR 683 (the "Sight Easement"), and (vii) providing the necessary utility easements across the Moore Parcel to the Signs (the "Utility Easement").

#### AGREEMENT

In consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Road Design/Construction.

(a) CN agrees that it, or its assigns, shall design and construct the Access Road, in accordance with plans and specifications to be approved by all necessary governmental authorities.

(b) As a condition to the grant of the easements contained herein, CN agrees to complete the Access Road (i) at its sole cost in a good and workmanlike manner, (ii) free of any mechanic's and materialmen's liens filed against either the Moore Parcel or the CN Parcel, and (iii) in accordance with all applicable governmental requirements.

(c) Any further construction of the Access Road shall be constructed at the sole cost of the then owner of the CN Parcel, or any part thereof, or the then owner of the DAV Parcel; provided, however, nothing shall prevent CN from constructing all or part of the Access Road should it deem such construction necessary. Any further construction of the Access Road by any party owning all or a part of the CN Parcel, or the then owner of the DAV Parcel, shall be subject to the terms and conditions of Section 1.(b)(i-iii) above.

2. Access Easements.

(a) Moore hereby grants to CN, Woody and DAV (and its affiliates as to the Benefited Tracts), their respective successors and assigns, and respective invitees, guests, occupants, tenants, contractors and licensees, for the use and benefit of the CN Parcel, Woody Parcel, DAV Parcel and other property adjacent to and east of the Access Road, if acquired by CN or Woody, and their respective owners, successors, assigns, invitees, guests, occupants, tenants, contractors and licensees as are entitled to the use of the Access Road as permitted by, or reserved from, CN, a perpetual, non-exclusive access easement on, over, across and through the portion of the Access Road located on the Moore Parcel for vehicular and pedestrian entry, ingress and egress to and from SR 683, as shown on Exhibit B1 and Exhibit B2. In addition, Moore hereby grants to CN, Woody and DAV (and its affiliates as to the Benefited Tracts), and their respective successors and assigns and their agents, employees and contractors, (i) temporary



construction easements over and adjacent to the portions of the Access Road located on or adjoining to the Moore Parcel, which are necessary for the sole purpose of constructing the Access Road, and (ii) a perpetual non-exclusive access easement on, over, across and through the portion of the Access Road located on the Moore Parcel for maintenance and repair of the Access Road pursuant to Paragraph 3 hereof. The temporary construction easement shall automatically terminate upon full completion of the construction of the Access Road or any future widening thereof.

(b) CN hereby grants to Moore and her successors and assigns and her invitees, guests, occupants, tenants, contractors and licensees, for the use and benefit of the Moore Parcel, a perpetual non-exclusive access easement on, over, across and through the Access Road and a portion of Parcel 28, for vehicular and pedestrian entry, ingress to and egress from the Moore Parcel and SR 683 in a location to be determined upon development of the CN Parcel and in accordance with all governmental requirements.

(c) The easements granted pursuant to Paragraphs 2(a) and (b) above (the "Access Easements") are intended to be easements for access, construction and maintenance only, and shall not be used for parking. Each party hereto grants to the other parties designated herein that portion of the Access Easement located on its parcel with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, free and clear of all liens, encumbrances, deeds of trust or other security interests. No owner of any part of the real property encumbered by the Access Easements shall be permitted to construct any improvements within the easement area, except for landscaping, signage, and utility lines necessary for the development of the respective parcels, and then only to the extent that such improvements do not interfere with vehicular and

pedestrian access and are constructed in accordance with all applicable requirements of any governmental body or agency with jurisdiction over the property upon which the Access Easements are located.

(d) CN and Moore agree to indemnify, defend and hold harmless each other, and each of its agents, employees, tenants, licensees, invitees, contractors, successors and assigns (the "Indemnitees"), from any and all damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred or suffered by the Indemnitees arising out of or in connection with the failure by the indemnifying party to permit the free and uninterrupted exercise of the rights granted in this Agreement or to perform all its obligations under this Agreement; provided, however, that such damages, losses, injuries to person (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses were not incurred as a result of the negligence or willful misconduct of the party seeking such indemnity.

(e) CN and Moore agree that, if at any time any portion of the Access Road is dedicated to a governmental body or agency (the "Governmental Authorities") for use as a public right-of-way, they will execute and have acknowledged the necessary documents to complete such dedication and the easements granted in this paragraph 2 and the maintenance obligations set forth in paragraph 3 shall automatically terminate with respect to such portion or portions of the Access Road so dedicated.

3. Maintenance and Repair of the Access Road.

(a) Upon completion of the Access Road, CN, or such other party as designated by CN (the "Maintenance Contractor") in any document reflecting the maintenance responsibilities pertaining to the Access Road, shall maintain the Access Road in good condition and repair, reasonably clear of waste, debris, dirt, ice and snow, and with a suitable asphalt surface (the "Maintenance Costs"), with the Moore Parcel having no responsibility to contribute a pro-rata share of the expense of such Maintenance Costs. Notwithstanding anything herein to the contrary, a purchaser of the Moore Parcel from CN or pursuant to an assignment of the Purchase Agreement (as defined below in Section 5) shall be responsible for the Maintenance Costs attributable to the Moore Parcel. Until such time as the Moore Parcel is purchased from CN or pursuant to an assignment of the Purchase Agreement, CN shall be responsible for the Maintenance Costs attributable to the Moore Parcel. Such Maintenance Costs attributable to the Moore Parcel shall be computed by multiplying the total annual amount of the Maintenance Costs by a fraction, the numerator of which shall be the acreage of the respective portion of the Moore Parcel, and the denominator which shall be the acreage of all of the property served by the Access Road and required by CN to contribute to such costs.

(b) Notwithstanding the foregoing sentence, the parties hereto agree that any damage done to the Access Road, including damage resulting from use of the Access Road by construction vehicles utilized in the development of any real property entitled to use the Access Road hereunder (other than deterioration due to normal use) by any party, its respective contractors, tenants, guests, permittees and invitees, shall be promptly repaired to an equivalent or better condition than before such damage, by and at the sole expense of such party who caused the damage, or whose contractors, tenants, guests, permittees or invitees caused the damage. If

the damage is not promptly repaired within thirty (30) days after written notice by CN of such damage, then CN, may effect the repair of such damage and all reasonable costs incurred for such repairs made shall be paid by the party who caused or whose contractors, tenants, guests, permittees and invitees caused, such damage, within thirty (30) days after presentation of the bill.

If not paid within thirty (30) days, the amount due shall bear interest at eighteen percent (18%) per annum from the date of presentation until paid, and the nonperforming party shall be obligated to pay all costs incurred by CN in collecting amounts due from the nonperforming party including, without limitation, court costs and reasonable attorney's fees.

(c) All owners of property using the Access Road and required to pay a prorata share of Maintenance Costs shall pay its share within thirty (30) days after receipt of a written request together with copies of paid invoices for such maintenance and/or repair from CN or the Maintenance Contractor, unless otherwise agreed in writing by the parties hereto. If not paid within thirty (30) days, the amount due shall bear interest at eighteen percent (18%) per annum from the date of presentation until paid, and the nonperforming party shall be obligated to pay all costs incurred by CN in collecting amounts due from the nonperforming party including, without limitation, court costs and reasonable attorney's fees. CN, or the Maintenance Contractor performing such maintenance and/or repair, are hereby granted an easement across all of the parcels which make up the Access Road, as appropriate, for the purpose of performing such maintenance and/or repair.

(d) Notwithstanding anything herein to the contrary, CN, Woody and/or DAV, or their successors and assigns, shall have the right to enter into subsequent agreements setting forth the maintenance obligations of the Access Road as between the parties to such agreements.

4. Sign Easements.

(a) Grant of Easements. Moore hereby grants and conveys to CN, Woody and DAV (and its affiliates as to the Benefited Tracts) and their respective successors and assigns, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, free and clear of all liens, encumbrances, deeds of trust or other security interests, as a burden running with the Moore Parcel, the Sign Easement, which term as defined above shall expressly include the grant of the Sign Construction and Maintenance, Sign Access Easement, Sight Easement and Utility Easement, for the use and benefit of the CN Parcel, the Woody Parcel and the DAV Parcel and their respective owners, successors, assigns, invitees, guests, occupants, tenants, contractors and licensees as are entitled to the use of the Sign Easement as permitted by, or reserved from, CN, subject to the terms and conditions contained herein, which grant shall be binding upon Moore and CN, and their respective successors and assigns, until such time as CN, Woody and DAV, or their respective successors or assigns, executes an instrument in recordable form vacating and terminating the Sign Easement.

(b) Sign Construction and Maintenance. CN, Woody and DAV (and its affiliates as to the Benefited Tracts) shall have the right to construct, place and maintain the Signs, or a replacement structure(s) of comparable size, on the Moore Parcel within the bounds of the area designated on Exhibit C as "Sign Easement". CN shall maintain the ground area within the Sign Easement, which maintenance obligation shall include, but not be limited to, trimming and cutting of brush, grading the ground, and planting grass, bushes or flowers. CN shall, at its sole cost and expense, immediately remove all trash and

other debris from the Moore Parcel left by or caused by CN in constructing, maintaining or repairing the Signs.

(c) Sign Access Easement. CN, Woody and DAV (and its affiliates as to the Benefited Tracts) shall have the right of vehicular and pedestrian ingress and egress over and across the Moore Parcel, as defined as the Sign Access Easement, in the location designated as the Sign Easement on Exhibit C for the benefit of the CN Parcel, the Woody Parcel and the DAV Parcel and their respective owners, successors, assigns, invitees, guests, occupants, tenants, contractors and licensees as are entitled to the Sign Easement as permitted by, or reserved from, CN. CN shall be solely responsible at its sole cost and expense for constructing and maintaining the roadway through the Sign Access Easement, if necessary, in a manner which shall allow for vehicular and pedestrian access; provided, however, said roadway shall not be constructed of materials more permanent in nature than loose stone or gravel compacted sufficiently to allow vehicular access (i.e., no paving or concrete roadway).

(d) Sight Easement. CN, Woody and DAV (and its affiliates as to the Benefited Tracts) shall have the right to trim and cut any tree limbs, bushes or overgrowth on Moore's Parcel which lie in the area designated on Exhibit C as the "Sign Easement" and which, in the sole discretion of CN, Woody and DAV (and its affiliates as to the Benefited Tracts), interferes with the line of sight between the Signs and vehicular traffic travelling on SR 683 for the benefit of the CN Parcel, the Woody Parcel and the DAV Parcel and their respective owners, successors, assigns, invitees, guests, occupants, tenants, contractors and licensees as are entitled to the Sign Easement as permitted by, or reserved from, CN; provided, however, such trimming and cutting shall be done in accordance with all governmental laws, regulations and ordinances. Moore shall be prohibited from constructing any improvements within the Sight Easement which would adversely affect the line of sight through the Sight Easement.

(e) Utility Easement. CN, Woody and DAV (and its affiliates as to the Benefited Tracts) shall have the right, at its sole costs and expense, to install any necessary utilities for the operation of the Signs, as determined in the sole discretion of CN, Woody or DAV (and its affiliates as to the Benefited Tracts), within that area designated on Exhibit C as the "Sign Easement" for the benefit of the CN Parcel, the Woody Parcel and the DAV Parcel and their respective owners, successors, assigns, invitees, guests, occupants, tenants, contractors and licensees as are entitled to the Sign Easement as permitted by, or reserved from, CN. Moore agrees to cooperate with any public utility companies by executing and acknowledging any necessary documents in order for said utilities to be installed within the Utility Easement.

(f) Indemnification. CN shall indemnify, defend and hold harmless Moore, and its agents, employees and invitees, from and against any and all claims, demands, liabilities

and acts arising out of the use of the Sign Easement by CN.

(g) Transfer and Assignment. Notwithstanding anything in this Agreement to the contrary, CN shall have the right to transfer or assign any, all, or a portion of the Sign Easement, Sign Access Easement, Sight Easement and Utility Easement to its successors or assigns, CN's successors or assigns, or the owners of properties adjacent to the CN Parcel.

5. Easement Purchase. If CN or its assignee does not purchase the Moore Parcel pursuant to the terms of that certain Purchase Agreement by and between Louise H. Moore and Chippenham North, LLC, dated June 9, 2000, as amended, a copy of which is attached hereto and incorporated herein as Exhibit D (the "Purchase Agreement"), this Agreement and all easements granted herein shall automatically terminate unless CN or its assignee delivers a cash payment of \$5,000.00 to Moore if CN or Moore fail to perform under the Purchase Agreement producing a termination thereof.

6. Not for Public Benefit. The easements, rights of use and covenants created herein are not for the benefit of the general public, but are intended only for the mutual benefit of Moore, CN, Woody and DAV (and its affiliates as to the Benefited Tracts), and their respective successors, assigns, tenants, subtenants, guests, invitees, customers, employees, agents and independent contractors. Notwithstanding the above, the parties hereto agree to dedicate the Access Road should such dedication be accepted and agreed to by the appropriate governmental authorities.

7. Waivers, Consents and Modifications: Waivers and consents respecting this Agreement shall be binding only if in writing and signed by the party against whom such waiver or consent is sought to be enforced. This Agreement may be amended, in whole or in part, at any



time or from time to time, only by an instrument (i) executed and acknowledged by the parties hereto, and Woody and DAV and (ii) recorded in the Clerk's Office.

8. Binding Nature of Covenants. Each and all of the covenants, obligations, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) shall be construed as covenants running with the land intended to be benefited or burdened thereby and shall bind and inure to the benefit of Moore, CN, Woody and DAV (and its affiliates as to the Benefited Tracts), their respective successors and assigns, and every individual, partnership, association, corporation, limited liability company or other entity having any fee interest in the Moore Parcel, CN Parcel, Woody Parcel, or DAV Parcel at any time to the extent that such parcels, as the case may be, are affected, benefited or bound by the covenant, restriction, condition or provision in question or such covenant, restriction, condition or provision is to be performed on or by the owner of such parcel. Each party hereto may grant to its successors, assigns, employees, agents, contractors, tenants, licensees or invitees any of its rights and benefits under this Agreement. All the parties hereto agree that upon the conveyance of the Moore Parcel or CN Parcel, neither Moore nor CN, as the case may be, shall have any obligations whatsoever under this Agreement, as the obligations herein shall pass with the respective parcels to each successive owner such that no prior owner(s) of the respective parcels shall have any obligations for events occurring for periods of time extending beyond their ownership period. DAV and Woody, as owner/agent of the DAV Parcel and the Woody Parcel, respectively, are third party beneficiaries under this Agreement.

9. Gender. Whenever the text of this Agreement so requires, the masculine gender includes the feminine and the neuter and a singular number includes the plural.

10. Captions and Headings. The captions and headings contained in this Agreement are included herein for the convenience of reference only and shall not be construed to limit or enlarge the terms hereof or otherwise affect the meaning or interpretation of this Agreement.

11. Relationship of Parties. Nothing contained in this Agreement shall be construed in any manner to create a partnership or co-venture relationship between any of the parties hereto, and none of the parties hereto shall be considered partners or co-venturers for any purpose whatsoever.

12. Governing Law. The parties hereto agree that all matters of construction and interpretation with regard to this Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. Entire Agreement. This Agreement contains all the promises, agreements, conditions, inducements and understandings between the parties hereto relative to the grant of the easements and other rights by each party hereto to the other with respect to the Moore Parcel and the CN Parcel and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, relating thereto between them other than as herein set forth or expressly referred to herein.

14. Force Majeure. Each person or entity from time to time subject to the terms of this Agreement shall be excused from performing any obligation or undertaking provided for herein, other than the payment of money, for such period as such performance is prevented, delayed, retarded or hindered by fire, earthquake, flood, explosion, adverse weather conditions, riot, insurrection, mob violence, sabotage, inability to procure (or general shortage of) labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike,

lockout, action or any labor union, laws or orders of governmental authorities or any other cause not within the reasonable control of the party prevented, delayed, retarded or hindered thereby, which events or conditions are generally referred to as "force majeure" conditions or occurrences, including reasonable delays for adjustment of insurance proceeds in the event of an insured casualty.

15. Recording Costs. Any recording costs related to the recording of this instrument shall be evenly split between the parties to this Agreement.

16. Notices. Any notices required to be sent hereunder shall be sent (i) by certified mail, return receipt requested, or (ii) by prepaid guaranteed overnight delivery service, to the parties at the following addresses or such other addresses as may from time to time be designated by written notice given as herein required:

If to Moore: Louise H. Moore  
3125 Archdale Road  
Richmond, Virginia 23235

If to CN: Chippenham North, LLC  
410 N. Ridge Road, Suite 100  
Richmond, Virginia 23229  
Attn: Russell B. Harper

Notices will be deemed received three (3) days after mailing or the next business day after deposit with a guaranteed overnight delivery service.

17. Authority; Further Assurances. Each party warrants and represents to the other party that they have the full power and authority to make, deliver, enter into and perform the terms and conditions of this Agreement. The parties hereto agree to take all such further action

as may be reasonably required by any party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.

18. Recitals. The foregoing recitals are incorporated herein by this reference and made a part hereof.

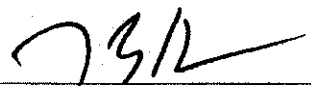
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

*[Signatures follow on next page]*

IN WITNESS WHEREOF, the parties have placed their signatures and seals on this Agreement as of the date and year first written above pursuant to all necessary authority.

CHIPPENHAM NORTH, LLC,  
a Virginia limited liability company

By: Chippenham North Associates, L.L.C.,  
A Virginia limited liability company, Manager

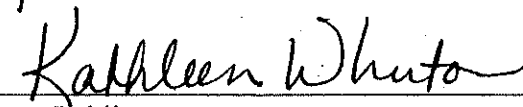
By:   
Name: Russell B. Harper  
Title: Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2003, by Russell B. Harper, as Manager of Chippenham North Associates, L.L.C., a Virginia limited liability company, manager of Chippenham North, LLC, on behalf of the company.

My commission expires: 7/31/2007

  
Notary Public

[Additional Signature Page Follows On Next Page]

Louise H. Moore  
LOUISE H. MOORE

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2003, by Louise H. Moore.

My commission expires: 4/30/05

C. Paul Mathis  
Notary Public

JOHN F. MOORE FAMILY TRUST, Under Will  
Dated February 21, 1994

Louise H. Moore, Trustee  
LOUISE H. MOORE, TRUSTEE

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2003, by Louise H. Moore, as the trustee of the John F. Moore Family Trust under Will dated February 21, 1994 on behalf of the Trust.

My commission expires: 4/30/05

C. J. Williams, III  
Notary Public

EXHIBIT A

SHEET 4 OF 7 OF SUBDIVISION PLAT

[see attached]

03-69



EXHIBIT B1

TURNING LANE PLAT

[see attached]

PROJECT \RICHMOND \MOOREESMT01.DWG

EXHIBIT B1

N/F  
PERGERSON  
PARCEL 24



N02°40'06"W 399.32'

15.96'

S77°46'04"E  
20.86'

R=10.50'  
A=3.36'

N83°20'26"E 113.76'

FOREST HILL AVENUE  
ROUTE 683  
(VARIABLE WIDTH)

PARCEL 26

N83°53'18"E  
67.93'

INGRESS/EGRESS  
EASEMENT  
7236

R=32.50'  
A=23.49'

S49°32'14"E  
21.48'

S02°15'46"E 381.71'

0.56'

N/F  
GRTV, L.L.C.  
PARCEL 28

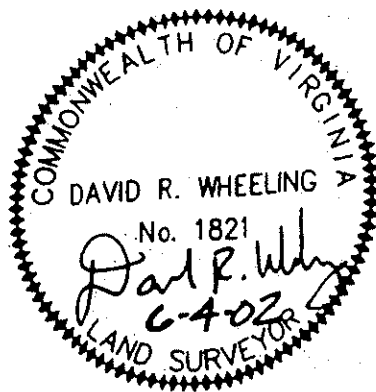
PLAT SHOWING  
INGRESS/EGRESS EASEMENT

PARCEL 26

PROPERTY OF

JOHN F. AND LOUISE H. MOORE

DEED BOOK 601 PAGE 373  
CITY OF RICHMOND, VIRGINIA



TARGET SURVEYS, INC.

8807 SUDLEY ROAD, SUITE 201  
MANASSAS, VIRGINIA 20110  
TEL: (703) 368-8828 FAX: (703) 365-7998

EXHIBIT B2

EASEMENT PLAT

[see attached]

EXHIBIT B2

PROJECT RICHMOND MOORELSMTOZ.DWG

N/F  
PERGERSON  
PARCEL 24

PARCEL 26

TO FOREST  
HILL AVENUE

S02°15'46"E 381.71'

.....62.18'.....

16.41'

R=362.50'  
A=17.66'  
C.B.=N14°50'38"E  
CH.=17.66'

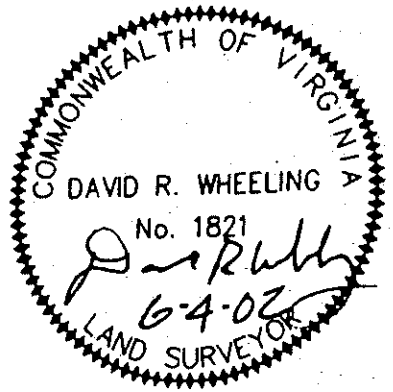
INGRESS/EGRESS  
EASEMENT  
569¢

R=270.00'  
A=48.19'  
C.B.=S11°07'36"W  
CH.=48.13'

S82°25'29"W 126.92'

N/F  
GRTV, L.L.C.  
PARCEL 30

N/F  
GRTV, L.L.C.  
PARCEL 28



PLAT SHOWING  
INGRESS/EGRESS EASEMENT

PARCEL 26

PROPERTY OF

JOHN F. AND LOUISE H. MOORE

DEED BOOK 601 PAGE 373  
CITY OF RICHMOND, VIRGINIA



TARGET SURVEYS, INC.

8807 SUDLEY ROAD, SUITE 201  
MANASSAS, VIRGINIA 20110  
TEL: (703)368-8828 FAX: (703)365-7998

EXHIBIT C

SIGN EASEMENT

[see attached]

EXHIBIT C

FOREST HILL AVENUE

ROUTE 683  
(VARIABLE WIDTH)

N83°48'06"E 93.89'

N51°13'05"E  
37.07'

8.99'

S08°37'27"E  
41.84'

26.88'

SIGN EASEMENT  
8716'

S83°29'13"W  
27.09'

N02°39'26"W 153.62'

20' ROAD

PARCEL 2

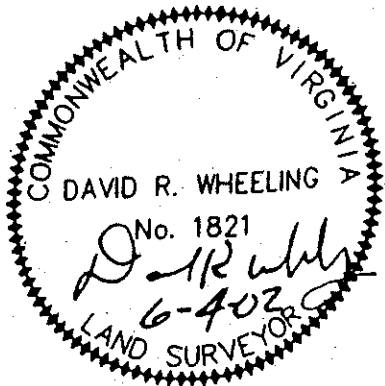
S01°49'38"W 175.00'

N/F  
BELLER  
PARCEL 4

N83°48'06"E 110.18'

N/F  
BELLER  
PARCEL 11

N/F  
MOORE  
PARCEL 1



PLAT SHOWING  
SIGN EASEMENT  
PARCEL 2  
PROPERTY OF  
**LOUISE H. MOORE**  
DEED BOOK 270 PAGE 1947  
CITY OF RICHMOND, VIRGINIA



**TARGET SURVEYS, INC.**

8807 SUDLEY ROAD, SUITE 201  
MANASSAS, VIRGINIA 20110  
TEL: (703)368-8828 FAX: (703)365-7998

EXHIBIT D

PURCHASE AGREEMENT

[see attached]

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into as of June 9, 2000, by and between John F. Moore & Louise H. Moore ("Seller") and H.D.C., L.L.C., a Virginia limited liability company and/or its assigns ("Purchaser").

In consideration of the mutual covenants, terms and conditions set forth herein, the parties here to agree as follows:

1. Sale and Purchase. Seller shall sell and Purchaser shall purchase, two tracts of land delineated in red on a survey by Potts and Minter, dated September 2, 1986, last revised February 13, 1997 titled "Plat showing three parcels of land situated on Forest Hill Avenue at Cherokee Road, in the City of Richmond, Virginia", a copy of which is attached hereto and made a part hereof as Exhibit A with all improvements thereon and appurtenances thereto belonging containing approximately 2.221 acres less and except a strip of land approximately 4 feet in depth across the front of the tracts (a total of 836 square feet) which has been acquired by the City of Richmond for the installation of a sidewalk, curbs and gutters on Forest Hill Avenue (the "Land") However, subject to Seller's and Purchaser's mutual acceptance which shall not be unreasonably withheld, the exact acreage and boundaries of the Land shall be determined by Purchaser during the feasibility study period. The last date on which Seller or Purchaser executes the Agreement shall be hereinafter referred to as the "Commencement Date".

2. Purchase Price. The purchase price for the Land shall be Eight Hundred Fifty Thousand Dollars and 00/100 (\$850,000.00) (the "Purchase Price") payable as follows:

(a) Ten Thousand Dollars and 00/100 (\$10,000.00) earnest deposit paid to the Escrow Agent within ten (10) days after the Commencement Date and deposited in a non-interest bearing account (the "Deposit"), and

(b) The balance due at closing.

3. Feasibility Study.

(a) For a period of one hundred fifty (150) days from the Commencement Date, Purchaser shall have the right to enter onto the Land at reasonable times to conduct wetlands studies, soil borings and analysis, water and sewer location availability, any other engineering, or environmental studies, and title search and surveys which in its sole discretion it determines are necessary. Purchaser shall also have the right during said one hundred fifty (150) day period to make any and all other tests studies, or analysis, in order to determine the feasibility of this transaction. Purchaser shall hold Seller harmless for any damage or expense resulting from Purchaser's activities on the Land. In the event Purchaser determines that



the Land is not appropriate for development in accordance with its intentions or that the Land is not appropriate for development as a result of title defect or environmental contamination, Purchaser may, upon written notice to the Seller within said one hundred fifty (150) days, terminate the agreement and Escrow Agent shall return to Purchaser the Deposit.

4. Closing Date. Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of approval of all necessary site, grading, and utilities plans, but not later than two hundred ten (210) days from the Commencement Date; however, if Purchaser has adhered in good faith to the terms and conditions of the Agreement and is in pursuit of the site plan approvals, Seller shall grant Purchaser two (2) thirty (30) day extension period(s) to close within. If Purchaser has not obtained site grading and utilities plans approval or Seller cannot convey clear and marketable fee simple title to the Land within the said one hundred fifty (150) day and extension period(s), the Agreement shall automatically terminate if Closing has not occurred within two hundred seventy (270) days after the Commencement Date.

5. Title Insurance. Purchaser shall obtain the Title Insurance commitment (the "Commitment") issued by an insurance company (the "Title Company") regularly doing business in the Commonwealth of Virginia and reasonably satisfactory to the Purchaser. In the event the Commitment reveals any title defects that are not acceptable to the Purchaser, Purchaser will notify the Seller in writing of such defects. The Seller shall have no obligation to, but may at its election, immediately cure such defects; provided, however, if the Seller elects not to cure such defects, the Purchaser shall have the right to either cure such defect with an abatement in Purchase Price or terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and neither party shall have any further claims against the other.

6. Title and Deed. At the Closing, Seller shall convey to Purchaser, by General Warranty Deed in a form acceptable to Purchaser, marketable fee simple title to the Land free and clear of any and all encumbrances, subject only to the standard permitted exceptions and existing easements. At the closing, Purchaser shall be able to obtain, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company, insuring marketable fee simple title to Purchaser in the full amount of the Purchase Price and containing no exceptions or conditions other than the standard permitted exceptions.

7. Condemnation. If, prior to the Closing, all or any part of the Land shall be condemned by governmental or other lawful authority, Purchaser shall have the option of, (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) canceling the Agreement, in which event the Agreement shall be terminated with neither party having any rights against the other and the Deposit refunded to Purchaser.

8. Taxes and Assessments. Real property taxes and rent, if any, shall be prorated and adjusted to the date of Closing. Taxes for all prior years shall be paid by Seller, including Virginia "rollback" taxes. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured shall be paid in full by Seller. All other assessments shall be paid by Purchaser. Both parties agree to execute any tax returns or forms required to be filed in connection with any such taxes.

9. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of the Agreement, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole and exclusive remedy, terminate the Agreement and the Escrow Agent shall give the Deposit to Seller as liquidated damages.

10. Default by Seller. If Seller fails or refuses to comply fully with the terms of the Agreement, because of unmerchantability of title to the Land or for any other cause, Purchaser may, at its option, (a) proceed with the Agreement and purchase the Land, subject to a mutually acceptable abatement in the Purchase Price, or (b) pursue any other legal or equitable remedy, including without limitation a suit for specific performance.

11. Brokerage Fees. Purchaser shall pay Dominion Commercial Realty, LLC a commission outside of closing. All parties acknowledge that Dominion Commercial Realty, LLC represents the Purchaser. Seller is under no obligation to pay any real estate commission.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by certified or registered mail addressed as follows:

If to Purchaser:	Russell B. Harper H.D.C., L.L.C. 410 N Ridge Rd #100 Richmond, Virginia, 23229	With Copy To:	Jeffrey D. Doxey, CCIM Dominion Commercial Realty 5511 Staples Mill Rd. # 105 Richmond, Virginia 23228
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If to Seller: John F. Moore & Louise H. Moore  
3125 Archdale Rd.  
Richmond, Virginia 23235

13. Assignment. This Purchase Agreement is assignable without prior written consent of Seller.

14. Closing Costs. Notwithstanding anything to the contrary contained herein, the Closing costs shall be paid as follows:

By Seller:

- (a) Expenses of placing title in proper condition;
- (b) Preparation of General Warranty Deed; and
- (c) Grantor's tax.

By Purchaser:

- (a) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;
- (b) Recording fees and Grantee's Tax; and
- (c) Title insurance examination and premium.

15. Conditions. The obligations of Purchaser under the Agreement are subject to the satisfaction on or before the Closing of all conditions contained in the Agreement, including each of the following: (1) Seller shall have performed all of its covenants contained in the Agreement, and all of Seller's representations and warranties contained in the Agreement shall be true and accurate in all respects. (2) Purchaser's approval of Seller's title to the Land and any encroachment, defect, private restrictions, or other matter affecting the status of title to the Land except for matters approved or deemed approved by Purchaser. In addition, the title insurance company conducting the title examination shall be prepared to issue to Purchaser, at standard rates, an owner's title insurance policy in the amount of the Purchase Price. (3) Seller shall not enter into any agreements, leases, or other undertakings with respect to the Land, or any part thereof. (4) Seller shall not submit or file any applications in any way related to the zoning or annexation of the Land or any applicable master plan or comprehensive plan other than those prepared or approved by Purchaser in writing. (5) From the date hereof until the Closing, there shall not have occurred any material change to, or deterioration of the title to or the physical condition of the Land, or any part thereof. (6) No condemnation or similar action or proceeding shall have been threatened or instituted against the Land or any portion thereof. (7) There shall not be in effect or threatened any legal impediment whatsoever, including any governmentally-imposed moratorium, law, regulation, ordinance, ruling, rule, or order, that could restrict, impede, or substantially delay Purchaser in the development of the Land. (8) The Land shall be free from hazardous waste and any hazardous substances including friable asbestos in any improvement. (9) All utility services including water, gas, electrical, storm sewer, and sanitary sewer to the Land can be made available with sufficient capacity and at a economically feasible cost. (10) Purchaser shall have obtained zoning and all site plan approvals required to develop its proposed usage and related improvements on the Land.

16. Entire Agreement. The Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by the Agreement.
17. Modifications. The terms of the Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
18. Successors. The Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
19. Counterparts. The Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
20. Survival. All of the representations, warranties, covenants and agreement made in, or pursuant to the Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
21. Prevailing Party. If either party commences an action against the other party whether at law or in equity arising out of or in connection with the Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of the suit.
22. 1031 Exchange. Seller reserves the right to conduct an exchange for this property and will advise Purchaser in writing.
23. Agency. John F. Moore is a licensed Real Estate Broker in the state of Virginia.
24. Leases. The Agreement is subject to the lease between Seller and Patricia G. Newcomb dated March 11, 1999, a copy of which is attached hereto as Exhibit B and to the leases between Seller and Rod Corporation dated September 30, 1986 and October 1, 1986, as amended, Rod Corporation having merged with GRTV Corporation and GRTV Corporation having succeeded to all rights, obligations and interests of Rod Corporation.

-THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, the parties have executed the Agreement in triplicate as of the day and year first above written.

SELLER:

JOHN F. MOORE

John F. Moore  
Date of Acceptance: 6/9/2000

LOUISE H. MOORE

Louise H. Moore  
Date of Acceptance: 6/9/2000

PURCHASER:

H.D.C., L.L.C., a  
Virginia limited liability company

By: RHB  
Russell B. Harper  
Its: Manager/Member

Date of Acceptance: 12/12/11.21.00

WITNESS:

[Signature]

WITNESS:

[Signature]

WITNESS:

[Signature]

JUN-03-2002 11:19

HARPER ASSOCIATES

884 282 6544 P.09

**First Amendment to the Contract  
By and Between  
John F. Moore and Louise H. Moore ("Seller")  
And  
H.D.C., LLC ("Purchaser")**

*file  
More papers  
Chip N*

This First Amendment to the Contract between Seller and Purchaser dated June 9, 2000, by Seller and executed on November 21, 2000, by Purchaser, shall modify the following sections:

1. Section 3. Feasibility Study The Feasibility Period shall be extended to July 31, 2001.
2. Section 4. Closing Date Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of all necessary site, grading and utility plans, but not later than ninety (90) days from the end of the Feasibility Period; however, if Purchaser has diligently pursued approvals, Seller shall grant Purchaser one (1) thirty (30) day extension period to close within. If Purchaser has not obtained site grading and utilities plan approval or Seller cannot convey clear and marketable fee simple title to the Land within one hundred twenty (120) days from the end of the Feasibility Period the Agreement shall automatically terminate.
3. Section 11. Brokerage Fees The Purchaser agrees to pay Dominion Commercial Realty, LLC a commission of three (3%) percent of the gross sales price at closing.
4. Section 12. Notices Dominion Commercial Realty's new address is:  
8003 Franklin Farms Drive, Suite 201  
Richmond, VA 23229
5. All parties agree that facsimile signatures shall be deemed originals.

All other terms and conditions of the Contract shall remain in full force and effect.

SELLER:

WITNESS OR ATTEST:

**John F. Moore**

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

Its: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**Louise H. Moore**

By: *Louise H. Moore*

Its: \_\_\_\_\_

Date of Acceptance: *April 20, 2001*

*[Signature]*

PURCHASER:

WITNESS OR ATTEST:

**H.D.C., LLC**

A Virginia limited liability company

By: *[Signature]*

Its: *[Signature]*

Date of Acceptance: *4/20/01*

*[Signature]*

JUN-03-2002 11:19

HARPER ASSOCIATES  
Second Amendment to the Contract

884 282 6544 P.10

By and Between  
John F. Moore and Louise H. Moore ("Seller")  
And  
H.D.C., LLC ("Purchaser")

*File*  
*Chip North*  
*MOORE*

**COPY**

This Second Amendment to the Contract between Seller and Purchaser dated June 9, 2000, by Seller and executed on November 21, 2000, by Purchaser, shall modify the following sections:

1. Section 3. Feasibility Study The Feasibility Period shall be extended to January 31, 2002.
2. Section 4. Closing Date Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of all necessary site, grading and utility plans, but not later than ninety (90) days from the end of the Feasibility Period; however, if Purchaser has diligently pursued approvals, Seller shall grant Purchaser one (1) thirty (30) day extension period to close within. If Purchaser has not obtained site grading and utilities plan approval or Seller cannot convey clear and marketable fee simple title to the Land within one hundred twenty (120) days from the end of the Feasibility Period the Agreement shall automatically terminate.

Section 11. Brokerage Fees The Purchaser agrees to pay Dominion Commercial Realty, LLC a commission of three (3%) percent of the gross sales price at closing.

4. Section 12. Notices Dominion Commercial Realty's new address is:  
8003 Franklin Farms Drive, Suite 201  
Richmond, VA 23229

5. All parties agree that facsimile signatures shall be deemed originals.

All other terms and conditions of the Contract shall remain in full force and effect.

SELLER:

John F. Moore  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date of Acceptance: \_\_\_\_\_  
Louise H. Moore  
By: *Louise H. Moore*  
Its: \_\_\_\_\_  
Date of Acceptance: *8/1/01*

WITNESS OR ATTEST:

*Chip North*

PURCHASER:

H.D.C., LLC  
A Virginia limited liability company  
By: *Manan*  
Its: \_\_\_\_\_  
Date of Acceptance: *8/1/01*

WITNESS OR ATTEST:

*Louise H. Moore*

## LEASE

This Lease ("Lease"), made this 11th day of March, 1999, between John F. Moore and Louise H. Moore, ("Lessor"), and Patricia G. Newcomb ("Lessee"):

1. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, the real property known as 7005 Forest Hill Avenue, Richmond, Virginia 23225 being more particularly shown on a copy of the attached site plan prepared by Foster and Miller, certified surveyors and dated May 29, 1969, last revised September 15, 1969 less and except a strip of land approximately four feet in depth across the entire front of the property which has been acquired by the City of Richmond for the installation of a sidewalk, curbs and gutters on Forest Hill Avenue ("Premises").

2. The term of this Lease is for a period of five years and one and one-half months commencing March 15, 1999 and ending April 30, 2004.

3. The Premises are to be used as a restaurant and for no other purpose. Entertainment shall be prohibited.

4. Lessee covenants to pay to Lessor, as monthly installments of rent for the Premises during the term of this Lease, payable monthly in advance on or before the first day of each month, at 3125 Archdale Road, Richmond, Virginia 23235 or at such other place or to such other person as Lessor from time to time may designate in writing, the following sums:

March 15, 1999 through April 30, 1999 - \$1,100.00 per month

May 1, 1999 through April 30, 2004 - \$1,320.00 per month

5. Lessee covenants not to overload the building; not to assign this Lease or sub-rent the Premises, or any part thereof without the written consent of Lessor, and to leave the Premises in good repair.

6. All notices shall be given in writing to the following addresses:

Lessor: John F. Moore  
3125 Archdale Road  
Richmond, Virginia 23235

Lessee: Patricia G. Newcomb  
7300 Dennisville Road  
Amelia, Virginia 23002



Either Lessor or Lessee may change the notice address by giving written notice thereof to the other party.

7. Lessor shall not be responsible for loss of or damage to property placed on the Premises by Lessee or others during the term of this Lease. If, without fault or negligence of Lessee, the Premises are damaged, destroyed or condemned so as to render the Premises unsuitable for operation of Lessee's business, Lessee may terminate this Lease on written notice delivered to Lessor within thirty (30) days after such casualty or condemnation. This Lease shall not be terminated if the Premises are damaged so as to render the Premises temporarily unsuitable for the operation of Lessee's business, or if a portion of the Premises is rendered untenable as a result of a partial condemnation. In either event, however, a reasonable abatement of rent shall be made during the period of repair or restoration of the Premises, provided that no abatement of rent shall be made as a result of a partial condemnation which does not materially adversely affect Lessee's business in the Premises. Lessee shall not be entitled to share in any condemnation award. Anything in this paragraph to the contrary notwithstanding, in the event the casualty causes damage to the Premises in excess of \$25,000.00 Lessor may terminate this Lease upon giving written notice delivered to Lessee within thirty (30) days after such casualty.

8. Lessee hereby waives the benefit of the Homestead Exemption laws of the State of Virginia as to all obligations hereunder and agrees to pay all expenses incurred in collecting the same, including 33 1/3% attorney's fees in case the claim is placed with an attorney for collection.

9. Lessee shall not make any alterations of, additions to or changes in the building, paint the interior or exterior brick or make changes in color of painted areas without the Lessor's written consent. All such alterations, additions or changes shall be the property of Lessor. Lessee agrees to have all such work done by licensed contractors and Lessee shall be solely responsible for all liability in connection with the work.

10. This contract represents the final understanding between the parties; no representation shall be binding on Lessor unless contained herein.

11. Lessee has inspected and examined the Premises and agrees to accept the same in an "as is" condition, it being understood Lessor is under no obligation to make any repairs to the Premises during the period of this Lease, or any renewal thereof, except as provided in paragraph 25 herein.

12. Lessor shall not be liable for any damage to person or property by or from gas, electricity, fire, water, ice, snow, storm, sewerage, or any other cause.

13. Lessee agrees to pay, and to defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees) in connection with any injury to, or the death of, any person in, on or about the Premises or any damage to or loss of property on the Premises unless such injury, death, damage or loss arises out of or results from the willful misconduct of Lessor.

14. All items of indebtedness or damage which may become owing to Lessor by Lessee under the covenants and provisions hereof shall be considered as items of rent, and Lessor shall have the same liens and the same remedies for the collection thereof as are provided herein and by law for the collection of rent.

15. Upon the breach of any covenant herein contained, or the repudiation of the Lease by Lessee, or the failure of Lessee to move in the Premises at the beginning of the term, or the abandonment or vacation of the Premises by Lessee, or Lessee's being adjudicated a bankrupt, or the appointment of a Receiver or Trustee of the Lessee's property, the total rent herein provided for, whether accrued or not, shall immediately become due and payable, and Lessor shall have the right to enter the Premises at once, by force or otherwise, without being liable to any prosecution therefor, and to distrain for rent, and also to re-rent the Premises as agent for Lessee for the unexpired portion of the term and receive the rent therefor; or Lessor may immediately terminate this Lease; providing that neither terminating this Lease under this paragraph nor recovering possession of the Premises shall deprive Lessor of any other action or remedy against the Lessee for possession, for rent, or for damages.

16. The failure of either party hereto to insist on the strict observance by the other party of any covenant herein contained shall in no way be construed as a waiver of a future breach of the same or other covenants.

17. Lessor shall have the right to enter the Premises during reasonable business hours in order to examine the same, or to exhibit the Premises to prospective purchasers and tenants. Lessor shall have the right to erect and maintain "for sale" and "for lease" signs on the Premises during the last three months of the term or sooner termination.

18. Lessee shall, prior to the surrender of possession, have the Premises thoroughly cleaned, and in the event of failure to so clean, shall pay Lessor the cost of having same done. Lessee acknowledges receipt of three door keys to the building. Lessee shall surrender to Lessor all but not less than three door keys at the termination of this Lease.

19. Lessor acknowledges receipt of \$1,320.00 deposited by Lessee as security for the performance of his obligations hereunder. Lessor may, but shall not be obligated, to apply said sum or a portion thereof in payment of any obligation of Lessee, or as reimbursement of any damages suffered on account of any breach by Lessee. Any balance remaining upon termination of the Lease which is in excess of any claim by Lessor shall be paid to Lessee.

20. Should Lessee at any time during the term of this Lease, fail to pay rent by the 5th day of any month, Lessor may collect a late charge of 10 cents for each dollar of each payment to cover the extra expense involved in handling delinquent payments. A \$35.00 charge will be imposed on all returned checks.

21. In the event of any damage to the Premises due to burglary, Lessee shall restore the Premises to its original state.

22. Lessee shall replace all glass and plate glass broken during the tenancy, regardless of the manner in which same may have been broken.

23. Any sign to be erected on the Premises shall be subject to the approval of Lessor, such approval not to be unreasonably withheld.

24. If Lessor shall be required by law to abate any nuisance on the Premises, or make any improvements or repairs during the term of this Lease, Lessee shall pay all costs and expenses thereof.

25. Lessee shall do all necessary maintenance, make all replacements and repairs, interior and exterior, including painting and replacement of paving required to keep the Premises in good condition, except Lessor shall make all roof repairs if the need for such repairs was not caused by the act or neglect of Lessee, its employees, agents, customers or visitors.

26. Lessee shall pay for all sewer service charges, water, gas, electric current, and all other utilities served to the Premises during the term hereof.

27. Lessee shall provide adequate covered facilities for trash and garbage and shall keep the Premises in a neat and orderly condition at all times. Lessee shall apply herbicide as required to keep paving free of grass and weeds and shall water shrubs as required during dry weather. Lessee shall cut the grass areas and maintain them in a neat and orderly condition.

28. Lessee agrees that it will, at its own cost and expense, carry a public liability insurance policy with single limits of not less than five hundred thousand dollars (\$500,000.00) at all times during the term of this Lease, with Lessor named as "also insured" and Lessee will deliver to Lessor a Certificate of Insurance showing same to be in force and effect.

29. Lessee shall comply with the requirements of Lessor's insurance companies pertaining to fire suppression systems located on the Premises.

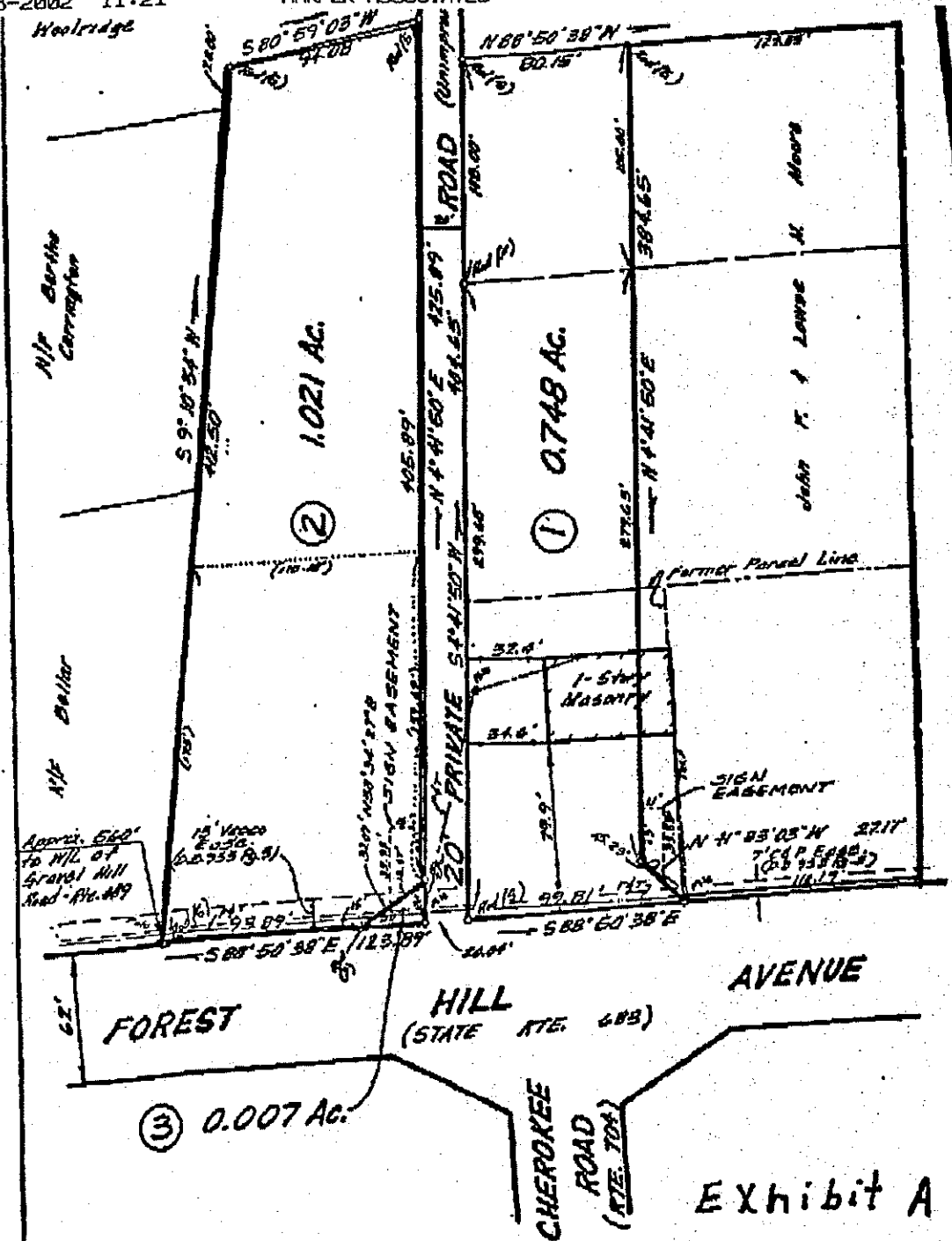
30. Lessor and Lessee acknowledge that John F. Moore is licensed as a real estate broker by the State of Virginia.

WITNESS the following signatures:

John F. Moore  
John F. Moore, Lessor

Patriola G. Newcomb  
Patriola G. Newcomb

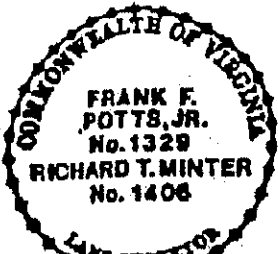
Louise H. Moore  
Louise H. Moore



PLAT SHOWING THREE PARCELS OF LAND SITUATED ON FOREST HILL AVENUE AT CHEROKEE ROAD, IN THE CITY OF RICHMOND, VIRGINIA.

Revised December 11, 1986 Rev. 2/13/87  
 Revised October 15, 1986  
 Revised September 26, 1986  
 SEPTEMBER 2, 1986

This is to certify that on SEPTEMBER 2, 1986, I made an accurate Field Survey of the premises shown hereon; that all improvements and easements known or visible are shown hereon; that there are no encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises, other than as shown hereon.



*Frank F. Potts, Jr.*

Potts and Minter  
 Professional Land Surveyors

Date: SEP. 2, 1986  
 Scale: 1" = 60'  
 J.M. 8607-91

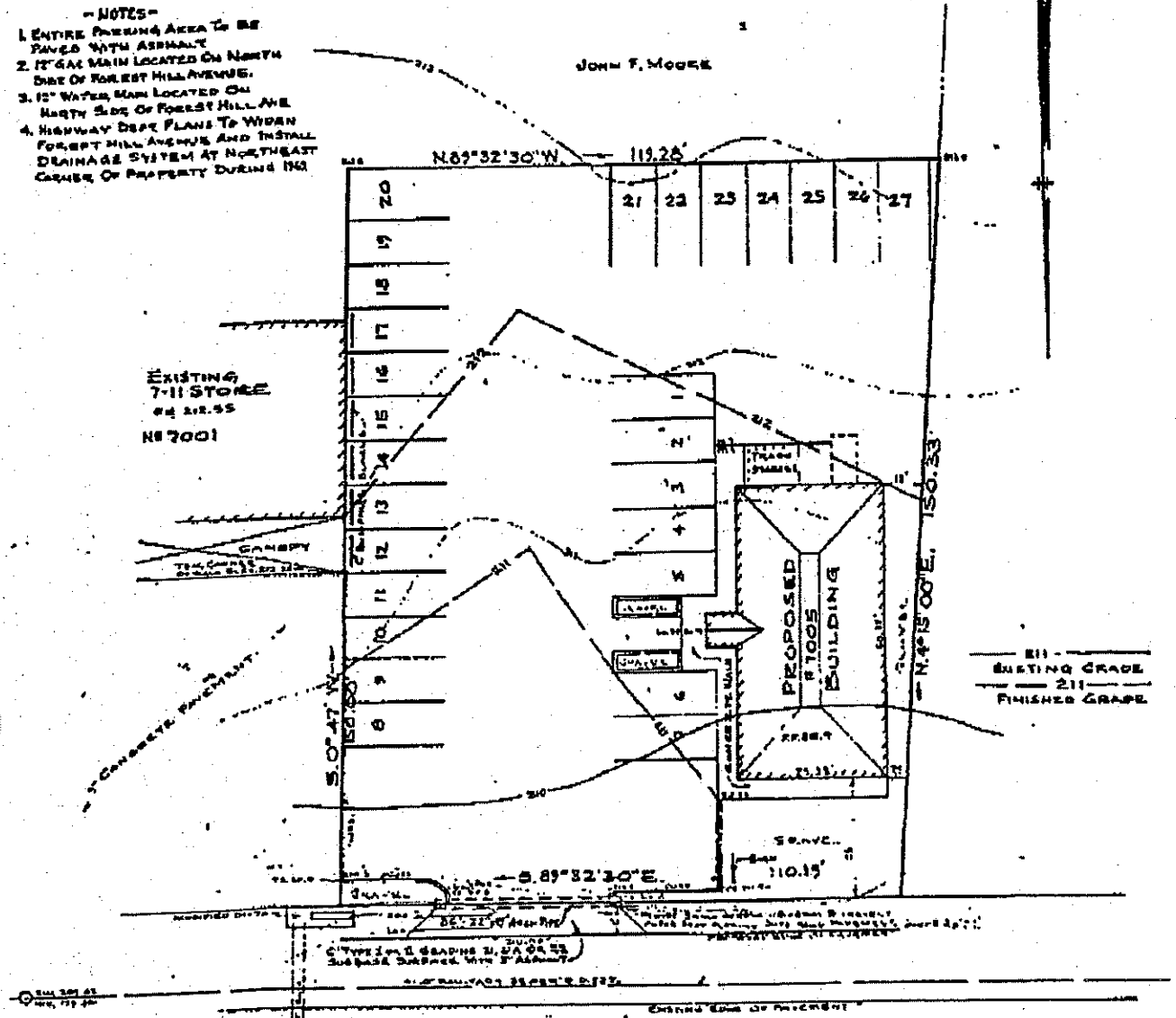
JUN-03-2002 11:21

HARPER ASSOCIATES

004 282 6544 P.18

Reduced copy - not to scale

- NOTES-**
1. ENTIRE PARKING AREA TO BE PAVED WITH ASPHALT
  2. 12" GAS MAIN LOCATED ON NORTH SIDE OF FOREST HILL AVENUE.
  3. 12" WATER MAIN LOCATED ON NORTH SIDE OF FOREST HILL AVE.
  4. HIGHWAY DEPT. PLANS TO WIDEN FOREST HILL AVENUE AND INSTALL DRAINAGE SYSTEM AT NORTHEAST CORNER OF PROPERTY DURING 1962.



**FOREST HILL AVENUE**

- SITE PLAN -

**PROPOSED PIZZA HUT, FOREST HILL AVENUE,  
OPPOSITE CHEROKEE ROAD, MANCHESTER DISTRICT,  
CHESTERFIELD COUNTY VIRGINIA**

SCALE: 1"=20'

**FOSTER & MILLER,  
CERTIFIED SURVEYORS  
PIUMOND VIRGINIA**

MAY 29, 1969  
REV. JUNE 16, 1969  
REV. AUGUST 14, 1969  
REV. SEPT. 15, 1969.

CCF-21961-1

FOURTH AMENDMENT TO PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AGREEMENT (this "Fourth Amendment"), is effective as of July 12, 2002, by and between LOUISE H. MOORE ("Seller") and CHIPPENHAM NORTH, L.L.C., a Virginia limited liability company ("Purchaser").

RECITALS:

A. Reference is made to that certain Purchase Agreement, as amended, dated June 9, 2000 (the "Agreement"), by and between Seller and H.D.C., L.L.C. ("HDC"). HDC assigned its rights in the Agreement to Purchaser by Agreement of Assignment of Purchase Agreement, dated June 12, 2002, a copy of which is attached hereto as Schedule 1.

B. Upon the terms and conditions more particularly described herein, the parties now desire to amend the Agreement. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WITNESSETH

THAT, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Closing Date in Section 4 of the Agreement, as amended by Section 2 of the Second Amendment to the Contract dated August 1, 2001, is hereby amended as follows:

Closing shall take place not later than May 15, 2004, time being of the essence, provided, however, Purchaser may close on any earlier date with thirty (30) days prior written notice sent to Seller in accordance with the terms of Section 12 of the Agreement. Purchaser waives any right to object to any matters under the Feasibility Study Period, as referenced in Section 3 of the Agreement, as amended, and waives the right to have Closing subject to obtaining a site plan approval for the development of the subject property.

2. Section 15 of the Agreement, entitled Conditions, is hereby amended by adding the following condition:

(1) Simultaneously with the execution of this Fourth Amendment, Seller shall execute the following documents:

(a) the acknowledgment and acceptance of the Community Unit Plan, as attached hereto as Exhibit A;

(b) the Final Subdivision Application, as attached hereto as Exhibit B;

~~(c) the Quitclaim Deed by and between Louise H. Moore and John F. Moore and Chippenham North, LLC, a Virginia limited liability company, as attached hereto as Exhibit C;~~ <sup>RBL</sup> <sub>P700</sub>

~~(d) the Specific Power of Attorney, as attached hereto as Exhibit D;~~ <sup>RBL</sup> <sub>LJM</sub>

~~(e) the Amendment of Moore Agreement, Lease, Second Lease, Easement and Guaranty, as attached hereto as Exhibit F.~~ <sup>PBA</sup> <sub>LJM</sub>  
*OR AN AGREEMENT OF SIMILAR TERMS TO BE NEGOTIATED*

(12) In addition to the execution of the documents in Subsection (11) above, Seller agrees that it shall, upon request by Purchaser, execute a document substantially similar to the Reciprocal Cross Access and Signage Easement and Road Construction and Maintenance Agreement, a draft of which is attached hereto as Exhibit E and which document is being revised by Purchaser to comply with construction and subdivision issues related to Purchaser's development of adjacent property, in order to provide Purchaser with (i) an access easement across portions of Seller's property for the construction of an access road for Purchaser's intended development of adjacent property as a retail shopping center, (ii) signage easements, and (iii) construction and maintenance easements for the road and signage.

3. Upon recording of that certain Subdivision Plat referenced in Exhibit B hereto (the "Subdivision Plat"), Purchaser shall convey the property adjoining Lot 2 (as defined on the Subdivision Plat) to the east and crosshatched on the Subdivision Plat attached hereto as Exhibit G to Seller (the "Parcel 28 Land"). Upon conveyance of the Parcel 28 Land to Seller, the Parcel 28 Land shall be added to the Land, as defined in the Agreement, such that the Purchaser's purchase of the Land, should it proceed to settlement under the Agreement, shall include the Parcel 28 Land with no change to the Purchase Price set forth in the Agreement. <sup>RBA</sup> <sub>LJM</sub>

4. Except as amended herein, all other terms and conditions of the Agreement are ratified and confirmed and remain as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed pursuant to due authority, all as of the date first above written.

Seller:

By: Louise H. Moore  
LOUISE H. MOORE

Date executed: July 18, 2002



Purchaser:

CHIPPENHAM NORTH, LLC

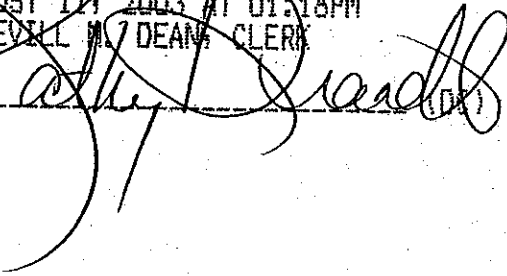
By: 

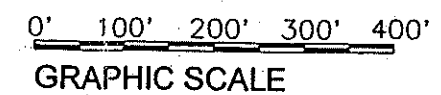
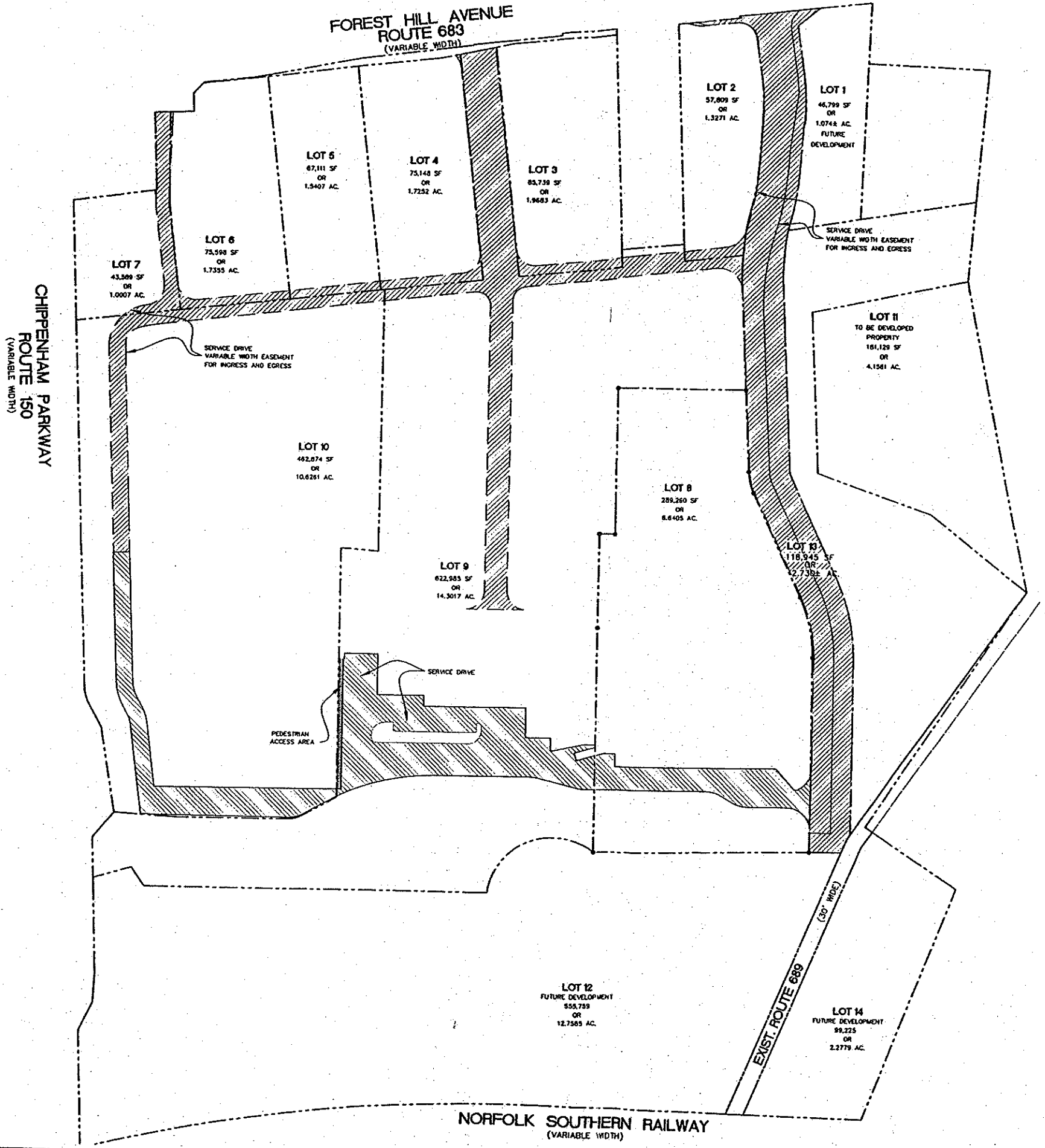
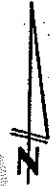
Name: Russell B. Harper

Title: Manager

Date executed: July 18, 2002

INSTRUMENT #030029928  
RECORDED IN THE CLERK'S OFFICE OF  
CITY OF RICHMOND ON  
AUGUST 11, 2003 AT 01:18PM  
BEVILL W. DEAN, CLERK

BY: 



**EXHIBIT A**



**McKINNEY AND COMPANY**  
engineers and architects  
www.mckinney-usa.com

MAIN OFFICE  
100 SOUTH RAILROAD AVE.  
ASHELAND, VIRGINIA 23006  
(804)798-1451 FAX (804)798-7072

WILLIAMSBURG OFFICE  
485 MCCLAYS CIRCLE  
SUITE 2  
WILLIAMSBURG, VA. 23185  
(757)220-5400 FAX (757)220-8301

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PROJECT MANAGER:  
S. BURCH

DESIGNED:

DRAWN:

CHECKED:

DATE:  
MAY 29, 2002

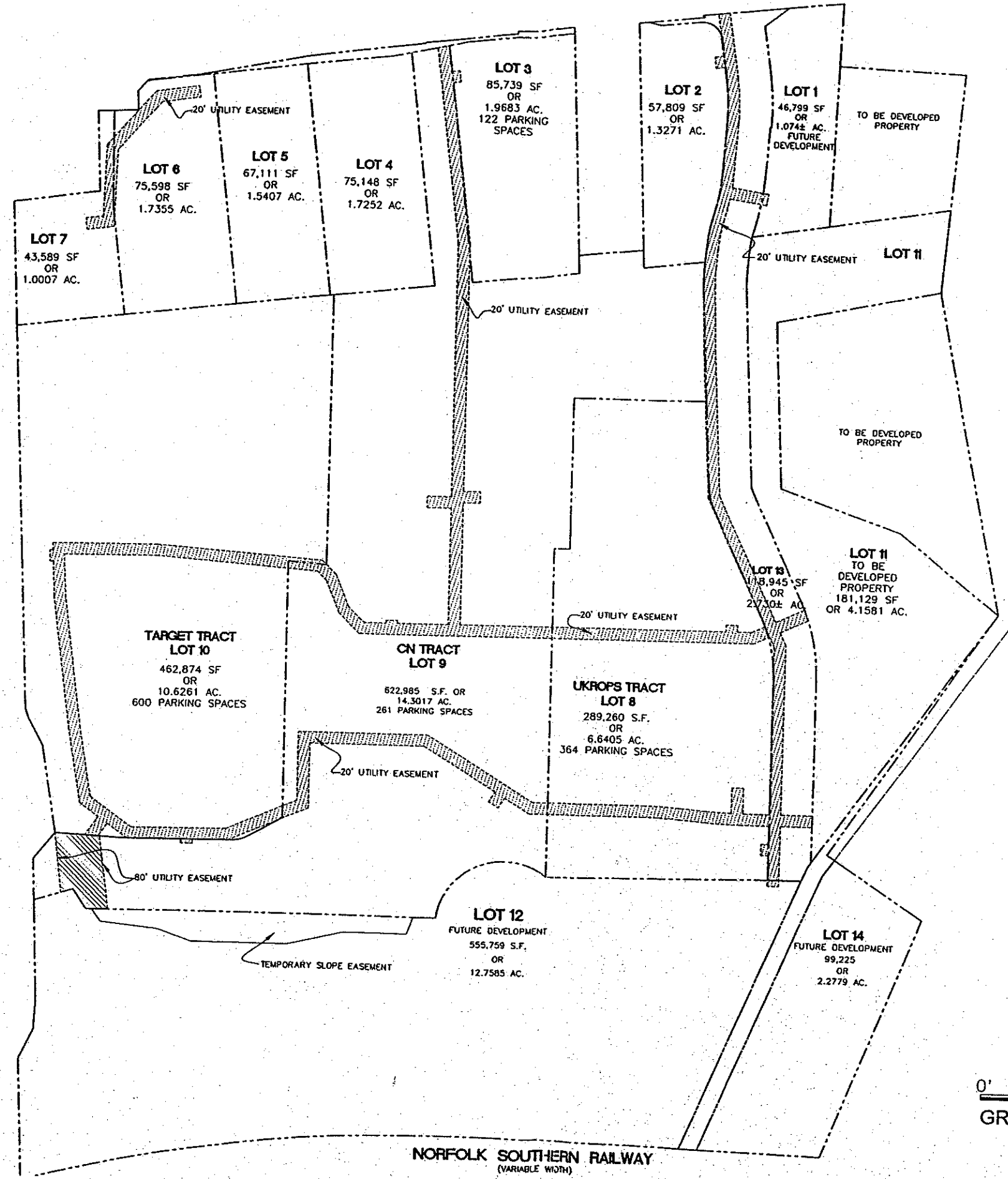
REVISIONS:

- ▲ 06-25-03
- ▲ 01-29-03 LOT 12 ACREAGE

INTERNAL ROADWAYS  
THE SHOPS AT  
STRATFORD HILLS  
RICHMOND VIRGINIA

SHEET

OF  
CAD NO.  
JOB NO. 10398-01/CIVIL/SUF  
EXHIBIT A.DWG



**LOT 6**  
75,598 SF  
OR  
1.7355 AC.

**LOT 5**  
67,111 SF  
OR  
1.5407 AC.

**LOT 4**  
75,148 SF  
OR  
1.7252 AC.

**LOT 3**  
85,739 SF  
OR  
1.9683 AC.  
122 PARKING SPACES

**LOT 2**  
57,809 SF  
OR  
1.3271 AC.

**LOT 1**  
46,799 SF  
OR  
1.0744 AC.  
FUTURE DEVELOPMENT

**LOT 7**  
43,589 SF  
OR  
1.0007 AC.

**TARGET TRACT  
LOT 10**  
462,874 SF  
OR  
10.6261 AC.  
600 PARKING SPACES

**CN TRACT  
LOT 9**  
622,985 S.F. OR  
14.3017 AC.  
261 PARKING SPACES

**UKROPS TRACT  
LOT 8**  
289,260 S.F.  
OR  
6.6405 AC.  
364 PARKING SPACES

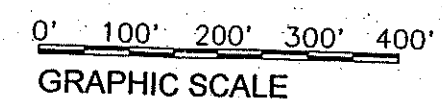
**LOT 13**  
18,945 SF  
OR  
2.7304 AC.

**LOT 11**  
TO BE DEVELOPED  
PROPERTY  
181,129 SF  
OR 4.1581 AC.

**LOT 12**  
FUTURE DEVELOPMENT  
555,759 S.F.  
OR  
12.7585 AC.

**LOT 14**  
FUTURE DEVELOPMENT  
99,225  
OR  
2.2779 AC.

NORFOLK SOUTHERN RAILWAY  
(VARIABLE WIDTH)



**EXHIBIT B**

**McKINNEY AND COMPANY**  
engineers and architects  
www.mckinney-usa.com

**MAIN OFFICE**  
100 SOUTH RAILROAD AVE.  
ASELAND, VIRGINIA 23008  
(804)798-1451 FAX: (804)798-7072

**WILLIAMSBURG OFFICE**  
485 WELLS CIRCLE  
SUITE 2  
WILLIAMSBURG, VA. 23185  
(757)220-5400 FAX: (757)229-6301

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---

PROJECT MANAGER:  
S. BURGIN

DESIGNED:

DRAWN:

CHECKED:

DATE:  
July 29, 2003

REVISIONS:

UTILITY EASEMENTS  
THE SHOPS AT  
STRATFORD HILLS  
RICHMOND VIRGINIA

SHEET

OF

CAD NO.

JOB NO. 10398-01/CML/SUF  
EXHIBIT B.DWG



**McKINNEY AND COMPANY**  
engineers and architects  
www.mckinney-usa.com

MAIN OFFICE  
100 SOUTH BALDWIN AVE.  
ASHLAND, VIRGINIA 23006  
(804)798-1451 FAX: (804)798-7072

WILLIAMSBURG OFFICE  
406 MCLAWS CIRCLE  
SUITE 2  
WILLIAMSBURG, VA 23185  
(757)220-5400 FAX: (757)229-6301

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PROJECT MANAGER:

S. BURGIN

DESIGNED:

DRAWN:

CHECKED:

DATE:

MAY 29, 2002

REVISIONS:

06-25-03

01-24-03 LOT 12 ACREAGE

EASEMENT ROADWAYS

THE SHOPS AT  
STRATFORD HILLS

VIRGINIA

RICHMOND

SHEET

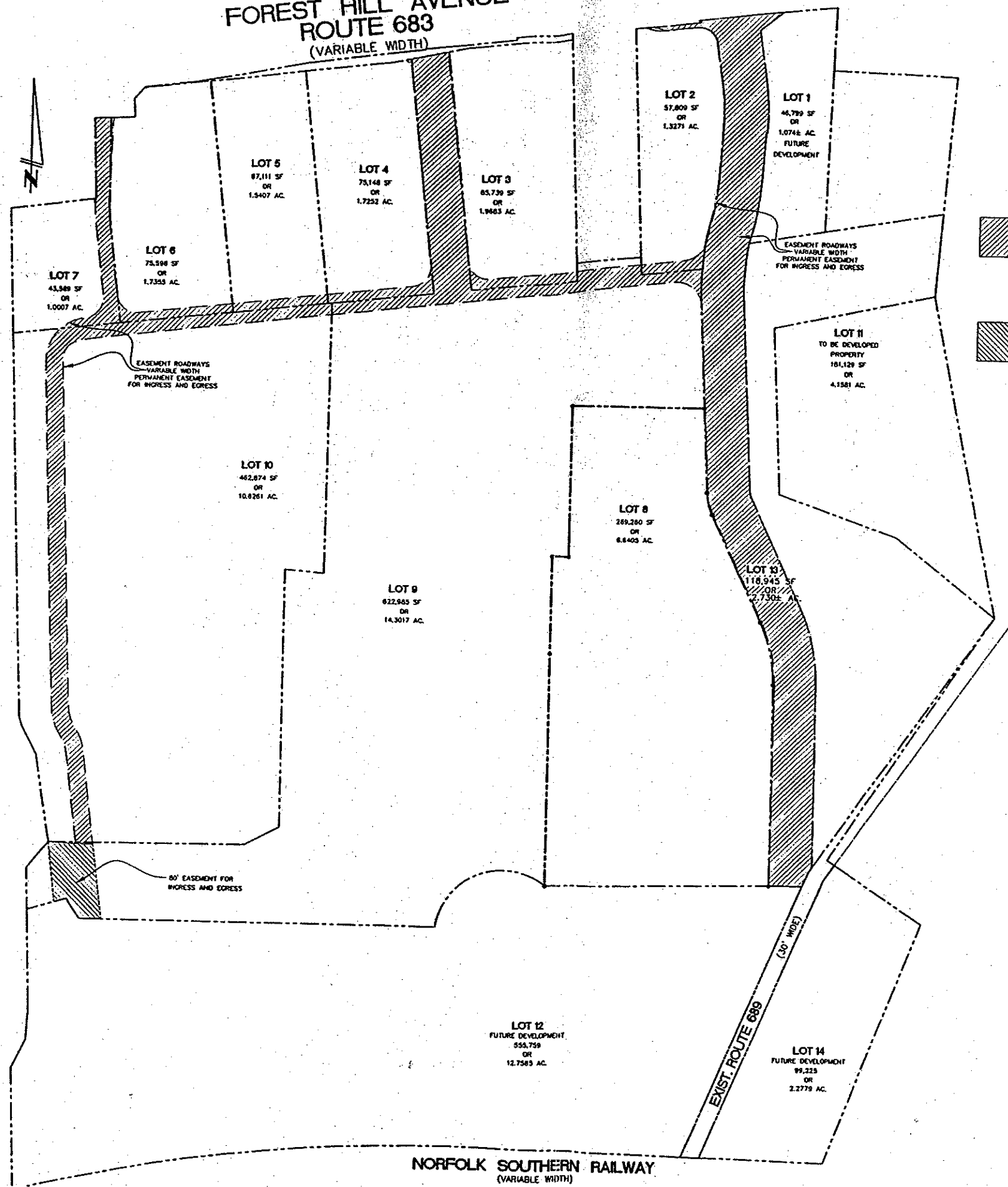
OF

CAD NO.

JOB NO. 10398-01/CIVIL/SUP  
EXHIBIT C.DWG

FOREST HILL AVENUE  
ROUTE 683  
(VARIABLE WIDTH)

CHIPPENHAM PARKWAY  
ROUTE 150  
(VARIABLE WIDTH)



EASEMENT ROADWAYS  
VARIABLE WIDTH  
PERMANENT EASEMENT  
FOR INGRESS AND EGRESS

80' EASEMENT FOR  
INGRESS AND EGRESS

0' 100' 200' 300' 400'  
GRAPHIC SCALE

NORFOLK SOUTHERN RAILWAY  
(VARIABLE WIDTH)

EXHIBIT C



**McKINNEY  
AND  
COMPANY**  
planning  
design  
construction

**MAIN OFFICE**  
100 SOUTH RAILROAD AVE.  
ASHLAND, VIRGINIA 23005  
(804)798.1431 FAX: (804)798.7072

**WILLIAMSBURG OFFICE**  
460 MOANS CIRCLE, SUITE 150  
WILLIAMSBURG, VA 23185  
(757)220.3400 FAX: (757)220.6301  
www.mckinney-usa.com

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THE SHOPS AT STRATFORD HILLS

EXHIBIT "D"

CITY OF RICHMOND, VIRGINIA

DESIGN: CIVIL  
DRAWN: CNM  
CHECKED: MSG  
REVISIONS:  
A LOT 9 OF LOT 11 ACREAGE

DATE: JUNE 25, 2003

JOB NO. 10398-00

FILE: EXHIBIT D

DRAWING TITLE:

**EXHIBIT**

"D"

SHEET NO. 1 OF 1

**THE SHOPS AT STRATFORD HILLS  
SIGN LOCATION PLAT**

0' 100' 200' 300' 400'  
GRAPHIC SCALE

