

INTRODUCED: September 13, 2021

AN ORDINANCE No. 2021-238

To grant an open-space easement on the City-owned property generally known as Lewis G. Larus Park to the Virginia Outdoors Foundation.

Patrons – Mayor Stoney and Ms. Larson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 27 2021 AT 6 P.M.

WHEREAS, the City, as owner of the property generally known as Lewis G. Larus Park desires to grant an open-space easement in accordance with the Open-Space Land Act, Va. Code Ann. §§ 10.1-1700—10.1-1705.1 (2018 & Supp. 2021);

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the City, as grantor, hereby grants an open-space easement on the City-owned property generally known as Lewis G. Larus Park to the Virginia Outdoors Foundation as grantee.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Open-Space Easement between the City of Richmond and the Virginia Outdoors Foundation for the purpose of granting an open-space easement to the Virginia Outdoors Foundation at Lewis G. Larus Park in the city of Richmond.

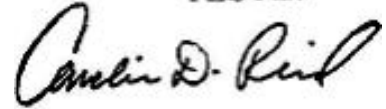
AYES: 9 NOES: 0 ABSTAIN:

ADOPTED: SEP 27 2021 REJECTED: STRICKEN:

Such Deed of Open-Space Easement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:
TESTE:**

A handwritten signature in cursive script, appearing to read "Amelia D. Reil".

City Clerk



Parks, Recreation and Community Facilities

O&R REQUEST

DATE: August 18, 2021

EDITION: 2

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Linclon Saunders, Acting Chief Administrative Officer

THROUGH: Reginald E. Gordon, DCAO for Human Services

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

RE: Placing the real property of Lewis G. Larus Park (Larus Park) under permanent conservation easement.

ORD. OR RES. No. _____

PURPOSE: To authorize the Acting Chief Administrative Officer or a designee to execute, for and on behalf of the City, a deed of open-space easement to place the real property of Lewis G. Larus Park (Larus Park) under permanent conservation easement, thereby adding additional long-term protections to the property.

REASON: Larus Park – located on Huguenot Road in the City’s Southside – continues to see increased visits to the park. In addition, both commercial and residential development is increasing in the areas surrounding the Park. These developments put pressure on the Park in a number of ways, including but not limited to: increasing storm water run-off into the Park, reducing wildlife habitat adjacent to the Park through clearing for construction, and the creation of an increased number of unofficial social trails into the Park from surrounding neighborhoods. Placing Larus Park under a permanent conservation easement will help to protect and preserve the natural character of the park for the use and enjoyment of future generations.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: Larus Park is a wooded, natural park comprising a total of 108.848 acres. The Park is made up of the following five parcels:

- C0010891016 - 8850 W. Huguenot Road, Richmond, VA 23235
- C0010891018 - 8776 W. Huguenot Road, Richmond, VA 23235
- C0010891056 - 8850A W. Huguenot Road, Richmond, VA 23235
- C0010757046 - 8778 Rear W. Huguenot Road, Richmond, VA 23235
- C0010530001 - 3900 Beechmont Road, Richmond, VA 23235

Received

AUG 18 2021

Office of the
Chief Administrative Officer

As detailed in Attachment A, a 1.164 acre portion of parcel C0010891016 is currently leased by the City to the County of Chesterfield by the Deed of Ground Lease dated April 1, 2018 and a 0.044 acre portion of this parcel is disconnected by such leased 1.164 acre portion. Therefore, the aggregate of 107.640 acres will comprise the open-space easement.

The park has no significant development or built infrastructure but has a system of trails primarily used by recreational trail users. It is popular with walkers, runners, cyclists, bird watchers and dog-walkers. There is one small parking area, five small footbridges and approximately six miles of natural-surface trail in the Park. The Park has seen an increase in usage in recent years. In addition, there is increasing development on all sides of the Park, both residential and commercial. The department of Parks, Recreation and Community Facilities (DPRCF) worked with the Virginia Outdoor Foundation (VOF) to create a conservation easement document (Attachment A) that would provide permanent protection for the Park while still allowing DPRCF to maintain and utilize the park as they see fit.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 13, 2021

CITY COUNCIL PUBLIC HEARING DATE: September 27, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing & Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Parks, Recreation and Community Facilities

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: **Attachment A** – Deed of Open-Space Easement between the City and VOF
Attachment B – Baseline Documentation Report dated June 8, 2021 prepared by Allison Tillett, Land Conservation Assistant, VOF

Attachment C – Map of Larus Park Parcels

Attachment D – Letter of support dated June 9, 2020 from Mark Olinger, Director of Planning and Development Review, City of Richmond

Attachment E – Three certification of title letters for 8776 W. Huguenot Road, Richmond, VA 23235/Tax Parcel C0010891018; 8850 A W. Huguenot Road, Richmond, VA 23235/Tax Parcel C0010891056; and 3900 Beechmont Road, Richmond, VA 23235/Tax Parcel C0010530001 dated August 25, 2020 from Steven Dunsing, President, Heritage Title Co. of Virginia

STAFF: Christopher Frelke, Director
Parks, Recreation & Community Facilities, 646-1128

Michael Burton Jr., Interim Maintenance and Operations Facility Manager
Parks, Recreation & Community Facilities, 646-8911

DEED OF OPEN-SPACE EASEMENT

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by:

Return to: Virginia Outdoors Foundation
P.O. Box 909
Tappahannock, Virginia 22560

Tax Map Numbers: C0010891016 (portion), C0010757046, C0010530001, C0010891018, C0010891056

Exempt from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3),
and from Circuit Court Clerk’s fee under Section 17.1-266

THIS DEED OF OPEN-SPACE EASEMENT (this “Easement”), made this ___ day of _____, 2021, between CITY OF RICHMOND (“Grantor”), and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA (“Grantee”) (the designations “Grantor” and “Grantee” refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in the City of Richmond, Virginia, containing in the aggregate approximately 107.640 acres as further described below (the “Property”), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 In conformance with its powers and obligations under the Code of Virginia, the Charter of the City of Richmond, and the Code of the City of Richmond, Grantor operates public water, wastewater, gas, electric, and stormwater utilities. Grantor’s utilities include a combined sewer system.

R-4 Grantor conveyed a lease of a 1.164-acre portion of Parcel No. C0010891016 to the County of Chesterfield to allow the County of Chesterfield to construct, own, and operate water storage and distribution facilities on that property by the Deed of Ground Lease dated April 1, 2018 and recorded in the Clerk's office of the Circuit Court of Richmond, Virginia as Instrument No. 18-6760, which 1.164-acre portion of Parcel No. C0010891016 is not a part of the Property subject to this Easement. Additionally, the creation of the 1.164-acre leasehold had the effect of disconnecting a 0.044-acre portion of Parcel No. C0010891016 from the remainder of Parcel No. C0010891016, which 0.044-acre portion of Parcel No. C0010891016 is not a part of the Property subject to this Easement.

R-5 Chapter 461 of the Acts of 1966 provides in part “that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources” and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”).

R-6 Pursuant to Section 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for open-space use, all as more particularly set forth below.

R-7 Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-8 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to Grantor’s comprehensive plan, known as the Master Plan of the City of Richmond (the “Master Plan”), entitled “Richmond 300, A Guide for Growth,” and approved by the Richmond City Council on December 14, 2020, and the Property is located within an area that is designated as single-use residential on the City’s future land use map.

R-9 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution,

impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Richmond as delineated in:

a. the Master Plan, to which plan the restrictions set forth in this Easement conform and which sets forth a goal of increasing citizens' access to common open space by various means, including the establishment of open space or conservation easements within the city;

b. Correspondence dated June 9, 2020 from the City of Richmond, Virginia acknowledging that contribution of this Easement to Grantee and the restrictions set forth herein conform to the land use plan and policies of the City of Richmond.

R-10 The Property contains a stream system that drains to the James River, a tributary of the Chesapeake Bay, and protection of the Property in perpetuity hereunder helps to protect water quality in the James River and Chesapeake Bay in furtherance of federal and state Chesapeake Bay water quality directives.

R-11 The Property is a critical component of the City of Richmond Parks system, and the restrictions set forth herein assure that the Property will be available to the public as well as help buffer and protect the public trails and the public viewshed.

R-12 Preservation of the Property in a relatively undeveloped state by the restrictions set forth herein contributes to the "Goals and Outcomes" of the 2014 "Chesapeake Bay Watershed Agreement," entered into by the Commonwealth of Virginia, six other states, the District of Columbia, the Chesapeake Bay Commission, and seven federal agencies.

R-13 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-14 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-15 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-16 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists in the aggregate of 107.640 acres located in the City of Richmond, Virginia, to-wit:

ALL those certain tracts, lots or parcels of land, with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia and being designated as TAX PARCELS : C0010891016, C0010757046, C0010530001, C0010891018, and C0010891056 and containing 108.848 acres of land, LESS AND EXCEPT the 1.164-acre portion of TAX PARCEL C0010891016 leased by Grantor to the County of Chesterfield by the Deed of Ground Lease dated April 1, 2018 and recorded in the Clerk's office of the Circuit Court of Richmond, Virginia as Instrument No. 18-6760 and the 0.044-acre portion of TAX PARCEL C0010891016 disconnected by such leased 1.164-acre portion, as shown on the plat prepared by Timmons Group, dated February 25, 2019 and last revised July 30, 2021, entitled "An Exhibit of Five Parcels of Land Totaling 107.640 Acres Lying North of Huguenot Road (State Route 147) and Divided by Chippenham Parkway (State Route 150), and attached hereto and incorporated herein as Exhibit 1.

The Property is shown as Tax Map Numbers: C0010757046, C0010530001, C0010891018, C0010891056, and a portion of C0010891016 among the records of the Assessor of the City of Richmond, Virginia. **Even though the Property consists of four parcels in their entirety and a portion of PARCEL C0010891016 for real estate tax purposes, and it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.**

SECTION I - PURPOSES

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are

described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open-space and recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose of this Easement is natural resource-based outdoor recreation or education and preservation of scenic open space.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property that are inconsistent with the conservation purposes of this Easement or the conservation values herein protected.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION.

(i) Separate conveyance of a portion of the Property or division of the Property is prohibited except for conveyance of a portion of the Property to another public body for a public use project that complies with the restrictions set forth herein. Such public use conveyance of a portion of the Property shall not be prohibited by this Easement. For purposes of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

2. BUILDINGS, STRUCTURES, ROADS, PARKING AREAS, UTILITIES, AND TRAILS.

(i) No buildings, structures, roads, parking areas, utilities, or trails other than the following, are permitted on the Property:

(a) Buildings and Structures. Buildings and structures commonly and appropriately incidental to outdoor public recreational activities and natural and historic resource-based educational or scientific activities described in Section II Paragraph 3 below, all sized appropriately to serve as amenities for such activities; and

(b) Public parking areas, access road, pedestrian bridges, and trails. Public parking areas, access road, pedestrian bridges, and trails; and

(c) Utilities and Alternative Energy Structures.

- (1) Existing or new public or private utilities to service permitted structures and activities on the Property; and
- (2) Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass to serve permitted structures and activities on the Property; and
- (3) Existing or new buildings, structures, or other permanent facilities owned and operated by Grantor or another governmental entity and related to the production, transmission, distribution, or treatment of water, to the transmission or treatment of wastewater or stormwater, or the transmission or distribution of natural gas or electricity.

(d) **Signs.** Signs necessary to provide information to the public about the use of the Property, the trail system, and its resources. At least one information sign in a prominently visible position shall include acknowledgement that the Virginia Outdoors Foundation contributed funding for this project.

(ii) **Construct, use, and maintain.** Grantor shall have the right to construct any buildings, structures, parking areas, trails, utilities, facilities, alternative energy structures, and signs permitted in Section II, Paragraph 2(i) above and to repair, operate, use, maintain, renovate, expand, and replace any permitted buildings, structures, parking areas, trails, utilities, facilities, alternative energy structures, and signs on the Property within the limitations set forth in this Easement.

(iii) **Collective Footprint.** The collective footprint of all above-ground buildings, structures and impervious parking areas on the Property, excluding linear surfaces, such as trails, walls, fences, bridges, and boardwalks, shall not exceed 5,000 square feet, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground or roof area, whichever is larger, measured in square feet of the buildings, structures, and impervious parking areas set forth in Section II, Paragraph 2(i)(a), (b), and (c) and all other impervious surfaces, excluding linear surfaces, such as trails, walls, fences, bridges, and boardwalks.

3. ACTIVITIES ON THE PROPERTY.

Activities on the Property are limited to the following:

(i) Outdoor low-impact public recreational activities, such as nature study, photography, hiking, walking, bicycling, fishing, and bird watching, but not activities requiring ballfields, tennis courts, or similar facilities;

(ii) Natural and historic resource-based educational or scientific activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein;

(iii) Small-scale incidental commercial operations compatible with activities set forth in (i) and (ii) above;

(iv) Other outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected;

(v) Activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee; provided, however, that Grantee shall not unreasonably withhold, condition, or delay such written approval. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom; and

(vi) Performance of the activities permitted by Section II, Paragraph 2(ii) above.

4. MANAGEMENT OF FOREST.

No timbering shall be permitted on the Property other than for the following purposes: (i) cutting of trees for the construction of permitted parking areas, utilities, buildings and structures, (ii) cutting of trees for creation and maintenance of trails, (iii) cutting of trees for wildlife habitat management or the protection or enhancement of the natural heritage resources, (iv) removal of trees posing an imminent hazard to the health or safety of persons or property, (v) removal of invasive species or trees which are diseased or have died naturally, (vi) removal or cutting of trees for restoration, enhancement, or development of wetlands, streams, or other ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(v) above, (vii) removal or cutting of trees as necessary to perform any activity otherwise permitted by this Easement, or (viii) with the prior written approval of Grantee, the removal of trees necessary to maintain or create viewsheds, to provide access points, or to otherwise enhance the recreational use and enjoyment of a park by the public. It is the intent of the parties hereto that the forest be maintained in its natural state.

5. GRADING, BLASTING, FILLING AND MINING.

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for erosion and sediment control pursuant to an erosion and

sediment control plan (b) as required in the construction of permitted buildings, structures, roads, trails, utilities, and alternative energy structures, or (c) for restoration, enhancement, or development of wetlands, streams, or other ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(v) above.

(ii) Grading, blasting, filling, or earth removal for the purposes set forth in subparagraphs (i)(a) and (i)(b) of this Section II, Paragraph 5 require 30 days' prior notice to Grantee. Surface mining on the Property, subsurface mining from the surface of the Property, drilling for oil or gas or other minerals on the Property, and dredging on or from the Property are prohibited.

6. **PUBLIC ACCESS.** This Easement will benefit the public as described above. The public shall have a right of daily access to the Property for recreational uses at times set by Grantor, subject to reasonable restrictions to ensure the security of the Property and the safety of the visitor. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster), for maintenance of the Property, and as necessary for resource management and protection.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Employees, agents, and other representatives of Grantee may enter the Property from time to time for purposes of (i) inspection (including photographic documentation of the condition of the Property), (ii) flagging or otherwise marking the boundaries of specific areas or zones on the Property restricted as to the structures or activities allowed thereon in Section II above, and (iii) enforcement of the terms of this Easement after reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to observe, document, prevent, terminate, or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
2. **ENFORCEMENT.**
 - (i) Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to seek compliance with the terms of this Easement, which right specifically includes the right (a) to require restoration of the Property to its condition prior to a violation hereof, or if such prior condition was not in compliance with the provisions of this Easement, then to a condition that is in compliance with the provisions of this Easement as far as is practicable; (b) to enjoin non-compliance by temporary or permanent injunction; and (c) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor, to the extent permitted by law, shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure

compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

(ii) Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate damage to or changes in the condition of the Property that might arise from any cause listed in this paragraph.

(iii) Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to the Baseline Documentation Report, describes the condition and character of the Property at the time of the conveyance. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the Baseline Documentation Report signed by Grantor and a representative of Grantee and contained in the files of Grantee is an accurate representation of the Property.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (a) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant and convey this Easement, (c) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, (d) no consent of any third party is required for Grantor to enter into this Easement, (e) any entity signing

on behalf of Grantor is authorized to do so, and (f) Grantor is duly organized and legally existing under the laws of the Commonwealth of Virginia.

3. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation.
5. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the conservation values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property
6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
7. **NOTICE TO GRANTEE AND GRANTOR.** No notice, request, consent, approval, waiver, or other communication required to be given hereunder shall be effective unless in writing and, except as otherwise permitted by this Easement, delivered (a) by hand, or (b) mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or (c) by a nationally recognized courier service for overnight delivery, with all charges prepaid. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR:
City of Richmond
Department of Parks, Recreation, and Community Facilities
1209 Admiral Street, Richmond, Virginia 23220
900 E. Broad Street, Room 1603
Richmond, VA 23219
Attn: Christopher Frelke, Director PRCF

With a copy to:
Office of the City Attorney
City of Richmond
900 E. Broad Street, Room 400
Richmond, Virginia 23219
Attn: Parks, Recreation, & Community Facilities Attorney

GRANTEE:
Main Street Centre
600 East Main Street, Suite 402
Richmond, Virginia 23219

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purposed of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purposed of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

8. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
9. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity.
10. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual, acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act and agree that no activity permitted by this Easement would constitute conversion or diversion under Section 10.1-1704 of the Open-Space Land Act.
11. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this

Easement, or (iii) reduce the protection of the conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of City of Richmond, Virginia.

12. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.
13. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
14. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
15. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
16. **CONTROLLING LAW; FORUM CHOICE.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose. Any and all disputes, claims and causes of action arising out of or in connection with this Easement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
17. **RECODIFICATION AND AMENDMENT OF STATE STATUTES**
This Easement cites various state statutes applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes most closely corresponding to those cited herein and carrying out the purposes recited herein.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the City of Richmond, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
19. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

20. **SIGNATURE AUTHORITY.** Upon authorization of this Easement by the City Council of the City of Richmond (“City Council”), the Grantor’s Chief Administrative Officer (“CAO”) shall have the authority to execute this Easement on behalf of Grantor, and, except as otherwise provided herein, the CAO or her designee shall have the authority to provide any notices or authorizations contemplated under this Easement on behalf of Grantor.
21. **SUBJECT TO APPROPRIATION.** Notwithstanding any provision of this Easement to the contrary, Grantor shall be liable under this Easement, financially and otherwise, only to the extent that funds are appropriated by the City Council on a no-less-frequent basis than once per Grantor’s fiscal year.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of deed of open-space easement]

GRANTOR
City of Richmond

By: _____


COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ___ day of _____, 2021
by _____ of City of Richmond.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

Approved as to Form:  9/7/2021

Alexandra M. Griffin
Assistant City Attorney

[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Leslie H. Grayson, a Deputy Director of the Virginia Outdoors Foundation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

EXHIBIT 1

GENERAL NOTES:

NO UNDERGROUND UTILITIES HAVE BEEN LOCATED FOR THIS SURVEY. THERE MAY BE OTHER UNDERGROUND UTILITIES IN THE SURVEYED AREA THAT ARE NOT SHOWN HEREON.

A CURRENT SURVEY WAS PERFORMED BY TIMMONS GROUP, FIELDWORK COMPLETED FEBRUARY 28, 2018.

NO WETLANDS DELINEATION PERFORMED FOR THIS SURVEY.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SHOW, THEREFORE ALL EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON.

PARCEL "B" ACCESS BY 20' WIDE EGRESS AND FORESB. EASEMENT, PROVIDING ACCESS TO STATE ROUTE 147 (HUGUENOT ROAD) AND RECORDED IN D.E. 451, PG. 4 AND RELOCATED IN D.E. 997, PG.394 ALBG, A 20' WIDE EGRESS AND FORESB. EASEMENT PROVIDING ACCESS IN D.E. 127, PG.419 AND SHOWN HEREON.

BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS IN ZONE "1" AND ZONE "M" OF THE HUD DESIGNATED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #8101300103D AND #10200010D, DATED APRIL 2, 2008.

A PORTION OF STONY POINT ROAD RIGHT-OF-WAY LINES FROM CITY OF RICHMOND DRAWING TITLED "TRANSFER OF CITY PROPERTY FOR STREET PURPOSES FROM THE DEPT. OF RECREATION AND PARKS TO THE DEPT. OF PUBLIC WORKS AT THE NORTHEAST INTERSECTION OF HUGUENOT RD. AND STONY POINT RD.", DATED 10-23-81 FOUND MONUMENTS IN THE FIELD WHILE DOING SURVEY AS SHOWN HEREON.

ACRESAGE SUMMARY:

PARCEL "A" 1.152 AC. OR 161,977 SQ. FT.
 PARCEL "B" 18.484 AC. OR 1,261,889 SQ. FT.
 PARCEL "C" 15.019 AC. OR 1,042,297 SQ. FT.
 PARCEL "D" 48.883 AC. OR 3,388,871 SQ. FT. *MINUS THE GROUND LEASE AREA
 PARCEL "E" 14.373 AC. OR 990,312 SQ. FT.
 TOTAL SURVEYED 97.911 ACRES OR 6,745,746 SQ. FT.



*MINUS THE 8.84 AC. PORTION OF PARCEL "D"

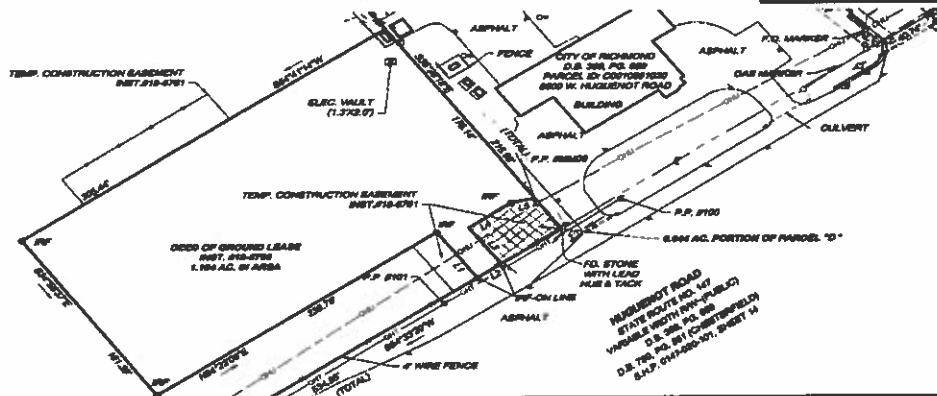
OWNERSHIP INFORMATION: CITY OF RICHMOND (LEWIS G. LARUS PARK)

PARCEL	PARCEL ID	DEED BOOK AND PAGE
PARCEL "A"	CO01081018	D.E. 308, PG. 87
PARCEL "B"	CO01081018	INST. NO. 165206071
PARCEL "C"	CO01081018	D.E. 308, PG. 87
PARCEL "D"	CO01081018	D.E. 638, PG. 373
PARCEL "E"	CO01083001	D.E. 638, PG. 373

OVERALL SHEET LAYOUT
NOT TO SCALE



AREA DETAIL



LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°30'00"W	47.81'
L2	N81°32'00"W	30.00'
L3	N00°30'00"W	87.88'
L4	N81°30'00"W	30.00'
L5	N00°30'00"W	16.88'

AN EXCERPT
OF FIVE PARCELS OF LAND TOTALING 107.640 ACRES
LYING NORTH OF HUGUENOT ROAD
(STATE ROUTE 147) AND
DIVIDED BY CHIPPESHAN PARKWAY
(STATE ROUTE 150)

REVISION: 10-21-84 44 AC. PORTION
OF PARCEL B SHOWN.

REVISION: 11-2-82 29 ACRES FOR GROUND
LEASE NOT INCLUDED IN TOTAL OF
BOUNDARY.

CITY OF RICHMOND, VA
DATE: FEB. 28, 2018 SCALE: 1"=80'
DRAWN BY: JZY
CHECKED BY: JAC

TIMMONS GROUP

Y:\801\358102\010\area_Plan_Exc1.dwg (3/21/18) [Plotted on 3/21/2018 11:31 AM] by Luba Termer

GENERAL NOTES:

NO UNDERGROUND UTILITIES HAVE BEEN LOCATED FOR THIS SURVEY. THERE MAY BE OTHER UNDERGROUND UTILITIES IN THE SURVEYED AREA THAT ARE NOT SHOWN HEREON.

A CURRENT SURVEY WAS PERFORMED BY TIMMONS GROUP FIELDWORK COMPLETED FEBRUARY 25, 2019.

NO WETLANDS DELINEATION PERFORMED FOR THIS SURVEY.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER, THEREFORE ALL EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON

PARCEL "B" ACCESS BY 30' WIDE INGRESS AND EGRESS EASEMENT, PROVIDING ACCESS TO STATE ROUTE 147 (HUGUENOT ROAD) AND RECORDED IN D.B. 421, PG. 4 AND RELOCATED IN D.B. 697, PG.284. ALSO, A 20' WIDE INGRESS AND EGRESS EASEMENT PROVIDING ACCESS IN D.B. 121, PG 419 AND SHOWN HEREON.

BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS IN ZONE "X" AND ZONE "AE" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #S101290012D AND 5101290016D, DATED APRIL 2, 2009.

A PORTION OF STONY POINT ROAD RIGHT-OF-WAY LINES PER CITY OF RICHMOND DRAWING TITLED "TRANSFER OF CITY PROPERTY FOR STREET PURPOSES FROM THE DEPT. OF RECREATION AND PARKS TO THE DEPT. OF PUBLIC WORKS AT THE NORTHEAST INTERSECTION OF HUGUENOT RD. AND STONY POINT RD." DATED 10-23-84. FOUND MONUMENTS IN THE FIELD WHILE DOING SURVEY AS SHOWN HEREON.

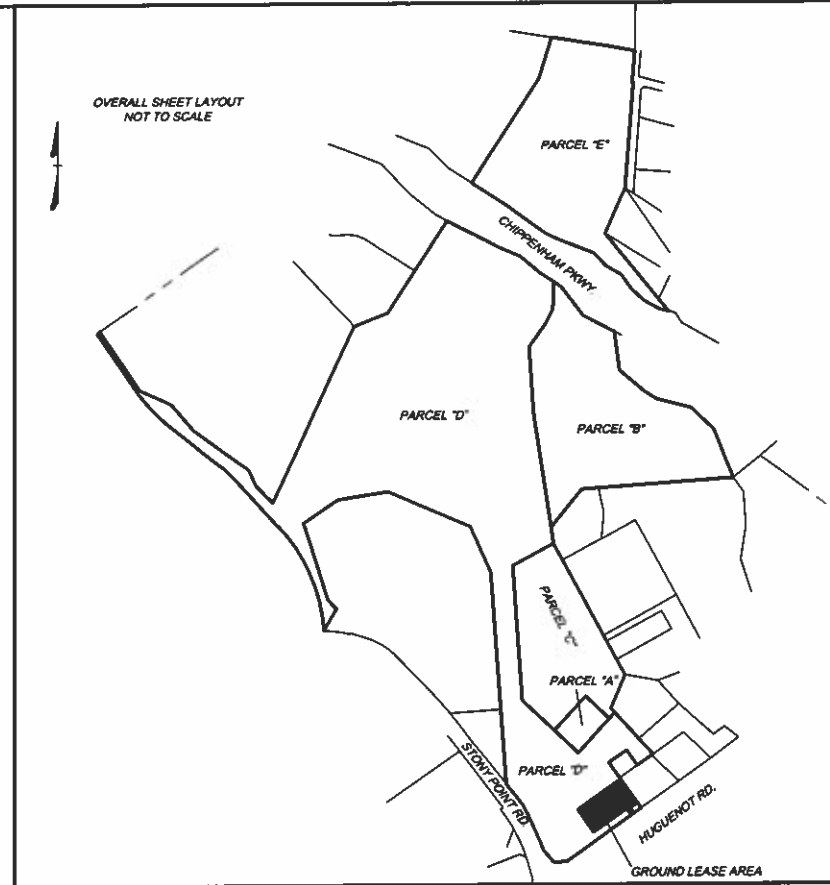
ACREAGE SUMMARY:

PARCEL "A"- 1.193 AC. OR (51,977 SQ. FT.)
 PARCEL "B"- 18.404 AC. OR (801,669 SQ. FT.)
 PARCEL "C"- 10.015 AC. OR (436,267 SQ. FT.)
 PARCEL "D"- 59.699 AC. OR (2,600,488 SQ. FT.) **MINUS THE GROUND LEASE AREA
 PARCEL "E"- 18.373 AC. OR (800,310 SQ. FT.)
 TOTAL SURVEYED=107.684 ACRES OR 4,680,711 SQ. FT.

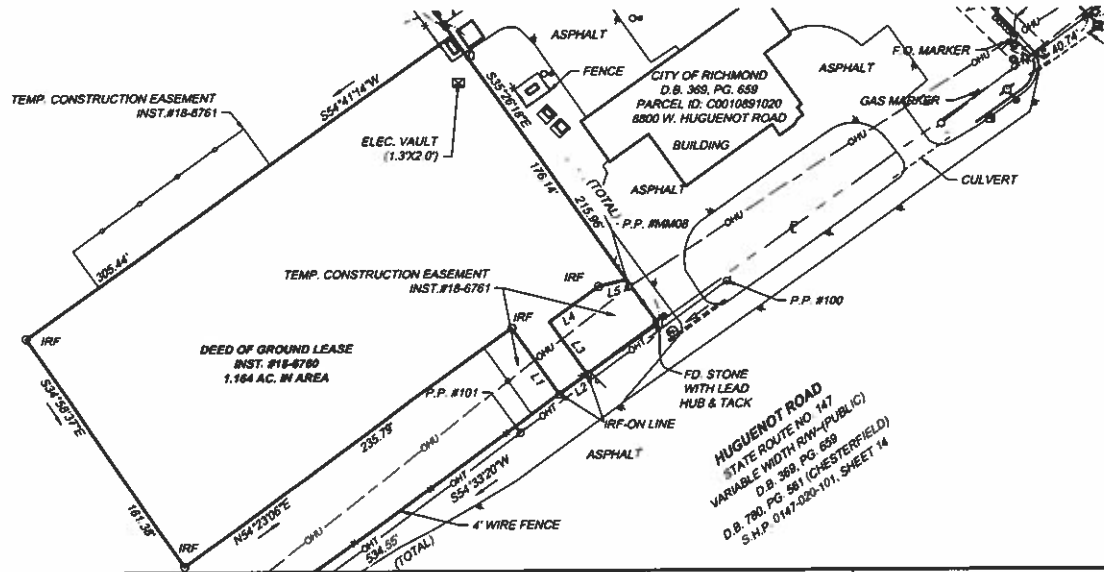
OWNERSHIP INFORMATION: CITY OF RICHMOND (LEWIS G. LARUS PARK)

PARCEL	PARCEL ID	DEED BOOK AND PAGE
PARCEL "A"	C0010891018	D.B. 206, PG. 57
PARCEL "B"	C0010757046	INST. NO 180009831
PARCEL "C"	C0010891056	D.B. 206, PG. 57
PARCEL "D"	C0010891016	D.B. 538, PG. 272
PARCEL "E"	C0010530001	D.B. 538, PG. 272

OVERALL SHEET LAYOUT
NOT TO SCALE



AREA DETAIL



LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°36'59\"/>	
L2	N54°33'20\"/>	
L3	N35°36'59\"/>	
L4	N54°23'06\"/>	
L5	N76°53'06\"/>	

AN EXHIBIT
 OF FIVE PARCELS OF LAND TOTALING 107.684 ACRES
 LYING NORTH OF HUGUENOT ROAD
 (STATE ROUTE 147) AND
 DIVIDED BY CHIPPENHAM PARKWAY
 (STATE ROUTE 150)

CITY OF RICHMOND, VA		
DATE: FEB. 25, 2019	SCALE: 1"=50'	
SHEET 1 OF 18	J.N.39490.010	
DRAWN BY: LMT	CHECK BY: MCS	

REVISED: 12-3-2020-AREA FOR GROUND LEASE NOT INCLUDED IN TOTAL OF BOUNDARY.

Y:\1901139490.010-Lenax_Park_Boundary_Topoc\DWG\39490.010XP-BNDY_Exhibit_12-3-20.dwg | Plotted on 12/3/2020 1:05 PM | by Luke Turner

THE SERVICES PROVIDED BY THE COMPANY ARE LIMITED TO THE INFORMATION CONTAINED HEREIN. THE COMPANY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE INFORMATION CONTAINED HEREIN.

FOR YOUR ADVISORY PRODUCTION CONSULTANTS

TIMMONS GROUP

Site Development Residential Infrastructure Technology



CITY OF RICHMOND

**DEPARTMENT OF PLANNING
& DEVELOPMENT REVIEW**

June 9, 2020

Estalena D. Thomas
Tidewater Easement Manager
Virginia Outdoors Foundation
600 E. Main St, 4th Floor
Richmond, VA 23219

Ms. Thomas:

Thank you for the opportunity to review and comment on the conservation easement being considered for the properties located at 3900 Beechmont Rd, 8850 W. Huguenot Rd, 8778 Rear W Huguenot Rd, 8850A W. Huguenot Rd, and 8776 W. Huguenot Rd, having Parcel ID's of C0010530001, C0010891016, C0010757046, C0010891056, C0010891018, respectively. These properties are currently owned by the City of Richmond and comprise Lewis G. Larus Park.

A conservation easement on these parcels would be in conformance with the current City of Richmond Master Plan. There are no transportation improvements proposed through these parcels which would be obstructed or hindered by a future conservation easement.

The parcels located at 3900 Beechmont Rd and 8850 W. Huguenot R (Parcel ID C0010530001 and C0010891016, respectively) are classified as "Public & Open Space" in the Richmond Master Plan. The parcels located at 8778 Rear W. Huguenot Rd, 8850A W. Huguenot Rd, and 8776 W. Huguenot Rd (Parcel ID C0010757046, C0010891056, and C0010891018, respectively) are classified as "Single-Family (Low Density)" in the Richmond Master Plan. All five properties are zoned "R-2 Single-Family Residential" in the City of Richmond Zoning Ordinance.

The "Public & Open Space" Future Land Use designation in the Richmond Master Plan states that, "Primary uses include publicly owned and operated parks, recreation areas, open spaces, schools, libraries, cemeteries and other government and public service facilities. Also included are environmentally sensitive areas and scenic areas where urban development should not occur. Typically, this category depicts larger scale uses or open spaces, while small-scale facilities are incorporated within the predominant surrounding land use designations. This land use category may be accommodated by any zoning classification."

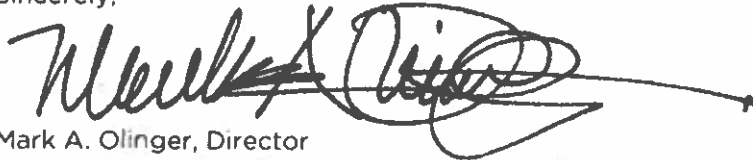
The "Single-Family (Low Density) Future Land Use designation in the Richmond Master Plan lists, in addition to single-family dwellings, "neighborhood parks and recreation facilities" in its description of primary uses.

The "R-2 Single-Family Residential" zoning district allows by-right "...parks and recreational facilities owned or operated by any governmental agency," as well as "public and private noncommercial forests, wildlife preserves and conservation areas."

Furthermore, the Richmond Master Plan notes the importance of increased open space and conservation uses in and around existing residential neighborhoods, stating specifically in regards to the long-range strategy for the City Parks system to "capitalize on unique opportunities to protect resources, enhance neighborhoods, and provide desired amenities for the future," as well as to "fill critical gaps in park space and facilities" (p. 87).

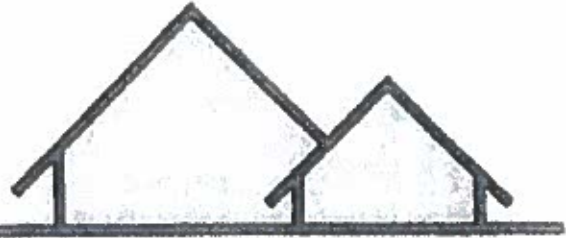
Should you have any questions concerning this matter, please don't hesitate to contact me directly at mark.olinger@richmondgov.com or 804-646-6305.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Olinger", with a long horizontal line extending to the right from the end of the signature.

Mark A. Olinger, Director
Department of Planning & Development Review

HERITAGE TITLE CO. OF VIRGINIA, INC.



August 25, 2020

File # - M20-5336(D)
Client - Office of The City Attorney

Heritage Title VA

RE: 3900 Beechmont Road/City of Richmond

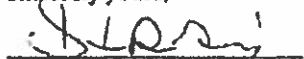
To whom it may concern,

Please accept this letter as certification that our office performed a limited title search through August 18, 2020 at 8:00 a.m. on the above referenced property in the Clerk's Office, Circuit Court, City of Richmond, Virginia and found the following information of record:

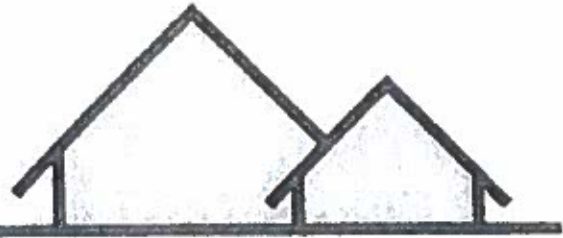
- a) Current Owner: City of Richmond, title obtained at DB 538-272 & DB 538-279.
- b) Current Total Assessment: \$314,000
- c) Deed of Trust(s) none
- d) This property is tax exempt.

NOTE: This letter is to be construed as a limited title report on those matters which are properly recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, only and is not a commitment to insure the property searched. This STATUS OF TITLE REPORT makes no representation or opinion as to the insurability or marketability to title.

Sincerely yours,


Steven R. Dunsing, President
Heritage Title Co. of Virginia

HERITAGE TITLE CO. OF VIRGINIA, INC.



August 25, 2020

File # - M20-5336(B)

Client - Office of The City Attorney

Heritage Title VA

RE: 8776 W. Huguenot Road/City of Richmond

To whom it may concern,

Please accept this letter as certification that our office performed a limited title search through August 18, 2020 at 8:00 a.m. on the above referenced property in the Clerk's Office, Circuit Court, City of Richmond, Virginia and found the following information of record:

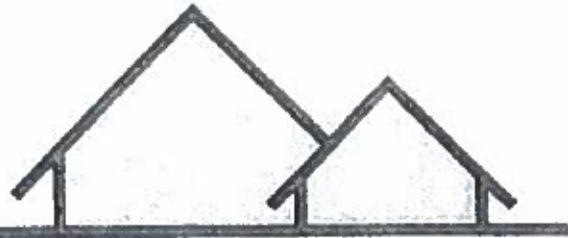
- a) Current Owner: City of Richmond, title obtained at DB 206-57.
- b) Current Total Assessment: \$24,000
- c) Deed of Trust(s) none
- d) This property is tax exempt.

NOTE: This letter is to be construed as a limited title report on those matters which are properly recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, only and is not a commitment to insure the property searched. This STATUS OF TITLE REPORT makes no representation or opinion as to the insurability or marketability to title.

Sincerely yours,


Steven R. Dunsing
Heritage Title Co. of Virginia

HERITAGE TITLE CO. OF VIRGINIA, INC.



August 25, 2020

File # - M20-5336(C)

Client - Office of The City Attorney

Heritage Title VA

RE: 8850 A W. Huguenot Road/City of Richmond

To whom it may concern,

Please accept this letter as certification that our office performed a limited title search through August 18, 2020 at 8.00 a.m. on the above referenced property in the Clerk's Office, Circuit Court, City of Richmond, Virginia and found the following information of record:

- a) Current Owner: City of Richmond, title obtained at DB 206-57.
- b) Current Total Assessment: \$200,000
- c) Deed of Trust(s) none
- d) This property is tax exempt.

NOTE: This letter is to be construed as a limited title report on those matters which are properly recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, only and is not a commitment to insure the property searched. This STATUS OF TITLE REPORT makes no representation or opinion as to the insurability or marketability to title.

Sincerely yours,

Sincerely yours,


Steven R. Dunsing, President
Heritage Title Co. of Virginia

BASELINE DOCUMENTATION REPORT

Virginia Outdoors Foundation Conservation Easement



Donor: City of Richmond

Property Name: Lewis G. Larus Park

Acres: 107.644

Report Date: June 8, 2021

**Site Visit Dates: March 13, 2020, June 18, 2020 (BDR visit),
April 7, 2021 (Re-check)**

Report & Photographs by: A. Tillett

VOF Tappahannock Office
Box 909, 139 Prince Street
Tappahannock, VA 22560
(804) 443-3029





BASELINE DOCUMENTATION REPORT ACKNOWLEDGEMENT FORM

The attached Baseline Documentation Report describes the features and condition of the property comprising 107.644 acres being placed under open-space easement by deed from the Grantor to the Virginia Outdoors Foundation in the City of Richmond. This report contains baseline documentation that will serve as a reference in monitoring the easement as required by Treas. Reg. § 170A-14(g)(5).

The Baseline Documentation Report includes:

- Cover Page
- Acknowledgement Form (Signatures of VOF representative and each Grantor)
- Easement Summary
- Location Map (1:24,000)
- Survey Plat(s)
- Aerial Map
- Topographic Map
- Photo Point Map (for photographs taken June 18, 2020 & April 7, 2021)
- Photo Layout containing photographs of property dated June 18, 2020 & April 7, 2021

Grantee's Statement of Property's Condition: The undersigned representative of Grantee hereby states that this report accurately reflects the features and condition of the property subject to the easement referenced above as of June 8, 2021. This report is limited to conditions observed and readily visible on the property at the time of the BDR Preparer's visit(s)

Grantor's Acknowledgement of Property's Condition: The Grantor(s) (or designated representative(s)) acknowledge(s) that this report accurately reflects the features and condition of the property subject to the easement referenced above as of the date of this acknowledgment. The conditions of the property have not changed materially since the date set forth above.

VIRGINIA OUTDOORS FOUNDATION:

By: Allison Tillett
Allison Tillett, Land Conservation Assistant

Date: 07/12/2021

GRANTOR: Michael Burton
(Michael Burton – Trails and Greenway Superintendent, City of Richmond)

Date: 8/1/2021

** Please keep your copy of the Report, sign and keep one copy of acknowledgement form for your records, then return the other signed form to the VOF office using the enclosed self-addressed, stamped envelope.*



**Lewis G. Larus Park
City of Richmond**

Project 4530

Property 5182

Instrument 5102

Acres: ~ 107.644

Board Meeting Date: June 24, 2020	Staff: E. Thomas
--	-------------------------

Property Features/Conservation Values
<p>Lewis G. "Larus Park" is a popular public park owned and operated by the City of Richmond. Larus Park currently serves approximate 10,000 visitors a year from the surrounding neighborhoods as well as Chesterfield County. The wooded paths are used by walkers, runners, and mountain bikers.</p> <p>Outdoor Recreation, Education, or Research/Open Space as Designated by Government: The Property is a critical component of the City of Richmond Parks system, and the restrictions set forth herein assure that the Property will be available to the public as well as help buffer and protect the public trails and the public viewshed.</p> <p>Water Resource Protection: The Property contains a stream system that drains to the James River, a tributary of the Chesapeake Bay, and protection of the Property in perpetuity hereunder helps to protect water quality in the James River and Chesapeake Bay</p>

Built Environment
No. of Existing Dwellings: 0 Total No. of Dwellings Permitted: 0

Public Infrastructure Info	Conflicts with published plans		Yes	No
Roads: Rt. 147 (<i>Huguenot Rd.</i>), <i>Stony Point Rd.</i> , <i>Hayden Hill Ln.</i> , <i>Old Holly Rd./Beechmont Rd.</i> , <i>Chippenham Parkway (bisects property).</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Rail: No Rail	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Utilities: VEPCO	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Notes: Above ground transmission lines (high power) bisect property. Local utility lines run parallel to boundaries in several places.				

Dwellings	Size (living area)	Size (footprint)	Photo Station Photo #	Building ID # on Blt. Env. Map	In county record	Source of size
No Dwellings					<input type="checkbox"/>	

Buildings type/description	Size (footprint)	Photo Station Photo #	Building ID # on Blt. Env. Map	In county record	Source of size
No Buildings				<input type="checkbox"/>	

Impervious Surface
Existing buildings and structures = approximately 0 square feet of impervious surface. Total impervious surface permitted = 5,000 square feet.

DCR Conservation Purpose (VLCF Criteria)			
Agricultural Use	<input type="checkbox"/>	Natural Habitat/Biological Diversity	<input type="checkbox"/>
Forestal Use	<input type="checkbox"/>	Natural-Resource Based Outdoor Recreation or Education	<input checked="" type="checkbox"/>
Historic Preservation	<input type="checkbox"/>	Preservation of Scenic Open Space	<input checked="" type="checkbox"/>
Watershed Preservation	<input type="checkbox"/>	Conservation of Open Space Lands Designated by Local Govt	<input type="checkbox"/>

Tax Map or PIN	County Acreage
C0010891016	59.82
C0010757046	18.404
C0010530001	18.71
C0010891018	1.178
C0010891056	10

Mapping Info/Easement Boundary	
Source Type (include citation and year)	Description of Use and Extent/Other Comments
1. "An Exhibit of Five Parcels of Land Totaling 107.684 Acres Lying North of Huguenot Road...and Divided by Chippenham Parkway", Timmons Group – Luke M. Turner, L.S., Robert H. Tuck, February 5, 2019.	1. Full boundary – Topographic and Airborne survey imported as CAD file. Rotated to align to the longitude and latitude points provided on the "Rights of Way" surveys listed below. The Less and Except "water tower" area is included in this PDF file but was entered manually and not included in the CAD file from Timmons Group. The small, 0.04 acre square off Huguenot Rd. and between the fire station and the water tower lease area was removed from the Easement boundary. The 0.04 acre area is subtracted from the total acres.
2. "Plat showing a 20' wide cross access easement across the property of Stony Point L.L.C.", Timmons Group, January 8, 2020.	2. Trail access right of way and Property boundary alignment and rotation – boundary was aligned to E5 x,y data.
3. "Plat showing a 20' wide cross access easement across the property of Creeks Edge Apartments, LLC & Creeks Edge	3. Trail access right of way and Property boundary alignment and rotation – boundary was aligned to E1 x,y data.

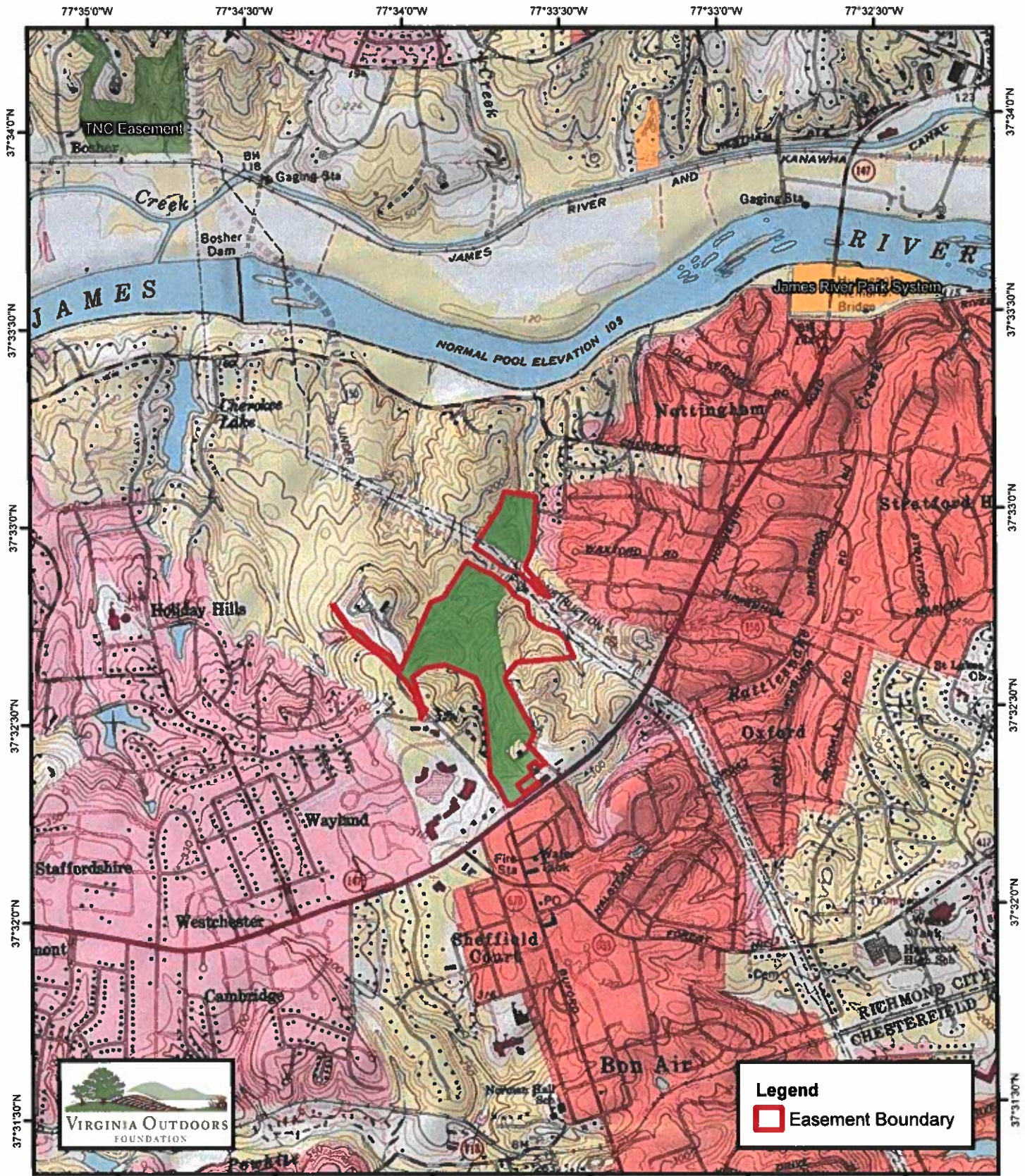
<i>Investors, LLC. ” , Timmons Group, January 8, 2020.</i>	
MCF: A	
Acreage Difference (Legal description acreage minus GIS acres): 106.0453 (GIS) – 107.644 (Deed) = 1.5987	

Notes for Stewardship
<ul style="list-style-type: none"> • There are two rights of way into the park that were given to the City of Richmond. These rights of way are not part of the property boundary and are not part of the Deed of Open-Space Easement. However, they are public access rights of way and are shown on two plats included in this report, as well as on the Aerial, and Photo Points maps. • A new construction (2021) water tower along Huguenot Road and adjacent to the Fire Station is Less and Excepted from the Easement boundary. Ingress and Egress to water tower does not cross Easement boundary. • Multiple entrances to park include: <ul style="list-style-type: none"> ○ Stony Point Rd. “Wukong’s Path” – parking lot and trailhead are on the right-hand side of road at the entrance of the Sabot School. ○ Stony Point Rd. “Larus Park Trails” – no parking lot. Trailhead on right-hand side of Stony Point Rd. approximately 640 feet north of Huguenot Rd. ○ W. Huguenot Rd. “Wukong’s Path” – parking lot located behind Richmond Fire Station 25 on the left-hand side of Hayden Hill Ln. ○ Stony Point Fashion Park parking lot, “Larus Park Trails” – Park in the southern back edge of parking lot. Cross by foot over Stony Point Pkwy and find trailhead east of 9200 Stony Crest Cir. (housing development). ○ Retina Institute of Virginia parking lot, “Duke’s Path to Stony Point” ties in to “Wukong’s Path” – Park in the southern back edge of parking lot and find trailhead in the VEPCO RoW. ○ Old Holly Rd. & Beechmont Rd. “Wukong’s Path” – No parking lot, trailhead is on the left at end of Old Holly Rd. when traveling west on Old Holly Rd. • No GIS spatial data found for digitized trails during the process of this report, but trails can be viewed in other sources (i.e. google maps). Trails within the park system are well-maintained and easy to distinguish at the time of this report. Trails are created, modified, and maintained by the City of Richmond. • Stormwater intake drains adjacent to the primary stream channel observed during the site visit.

Site Visit Dates/Staff: 03/13/2020, 06/18/2020 (Allison Tillett), 04/07/2021 (Allison Tillett)
Extent of Site Visit
Walked the Wukong’s Path trail and visited entrances at different points around the park. Driving required to reach all possible access points.
Conducted a recheck on April 7, 2021 to observe the Less and Excepted portion for the water tower, and to confirm any possible disturbances to the Larus Park future Easement boundary. No disturbances beyond construction area observed.

Property Address of Easement (or latitude/longitude coordinates if no valid street address)
8850 W Huguenot Rd., Richmond, VA 23235 (See Stewardship Notes section for multiple trailhead entrance locations).

Grantor Contact Info	Additional Contact Info
City of Richmond 1209 Admiral St., Richmond, VA 23220 Ph.804-646-5733	Michael Burton, Trails and Greenway Superintendent Michael.Burton@richmondgov.com Ph. 804-201-5914



Legend

Easement Boundary

Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983

Map created 06/08/2021 by Allison Tillet.
 Source data provided by VOF
 USGS Quadrangle: Bon Air
 This map is for general reference and display
 purposes only.

Location Map
 Lewis G. Larus Park
 ~ 107.644 Acres
 City of Richmond
 Site Visit Date: 06/18/2020, 04/07/2021

0 1000 2000

Feet

1:24,000



PROJECT # 118-10043
 PROJECT NAME: CITY OF RICHMOND PARKS
 PHOTO SCALE: 1"=300'
 MAPPING SCALE: 1"=50'
 CONTOUR INTERVAL: 1'
 HORIZONTAL DATUM: NAD 83
 VERTICAL DATUM: NAVD 88
 STATE PLANE ZONE: VIRGINIA SOUTH
 UNITS: U.S. FEET
 FLIGHT DATE: NOVEMBER 17, 2018
 COMPLETION DATE: DECEMBER 13, 2018

This mapping project, L18-10043, was completed under the direct and responsible charge of Robert H. Tuck, from an actual ground or airborne survey made under my supervision; that the imagery and/or original data was obtained on 11/17/18 and that this plot, map, or digital geospatial data including metadata meets minimum accuracy standards unless otherwise noted.

TERRAINING NOTES

This topographic survey and contour plan was the direct and responsible charge of LARRY H. TURNER, a professional land surveyor, who has obtained the following dates: DECEMBER 30, 2018, JANUARY 1, 2019, and FEBRUARY 20, 2019. He has obtained the following data from the following sources: this plan map and digital geospatial data including metadata meet minimum accuracy standards unless otherwise noted.

HORIZONTAL DATUM: NAD 83
 VERTICAL DATUM: NAVD 88



GENERAL NOTES

NO UNRECORDED UTILITIES HAVE BEEN LOCATED FOR THIS SURVEY. THERE MAY BE OTHER UNRECORDED UTILITIES IN THE SURVEYED AREA THAT ARE NOT SHOWN HEREON.
 A CURB CUT SURVEY WAS PERFORMED BY TIMMONS GROUP FOLLOWING COMPLETION OF FEBRUARY 20, 2019.

NO METLAND DELINEATION PERFORMED FOR THIS SURVEY.

THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THEREFORE ALL PARTISANS AND INCUMBRANCES MAY NOT BE SHOWN HEREON.

PARCELS "B" ACCESS BY 30' WIDE HIGHWAY AND COMMON EASEMENT PROVIDING ACCESS TO STATE ROUTE 147 FROM HUGENOT ROAD AND RECORDED IN D.B. 42- PO 4 AND RELOCATED IN D.B. 84- PO 2. ALSO 1/4" OF THE HIGHWAY AND 1/4" OF THE COMMON EASEMENT PROVIDING ACCESS IN D.B. 11- PO 4 AND 8/20/18 HEREON.

BASED ON DRAWING DETERMINATION THIS PROPERTY IS IN ZONE "M" AND ZONE "M-1" OF THE 2018 ZONING REGULATIONS AS SHOWN ON THE 2018 ZONING MAP OF THE CITY OF RICHMOND. THE CITY OF RICHMOND HAS ADEQUATE PUBLIC NOTICE AT THE CITY CLERK'S OFFICE OF THE INTERSECTION OF HUGENOT ROAD AND ESTATE ROAD; DATED APRIL 2, 2008.

ACRES SUMMARY:
 PARCEL "A": 1.87 AC. OR 81,972 SQ. FT.
 PARCEL "B": 14.88 AC. OR 647,888 SQ. FT.
 PARCEL "C": 10.81 AC. OR 468,120 SQ. FT.
 PARCEL "D": 48.88 AC. OR 2,124,172 SQ. FT.
 PARCEL "E": 18.87 AC. OR 828,328 SQ. FT.
 TOTAL SURVEYED ACRES OF 96.32 AC. OR 4,250,480 SQ. FT.

ADJACENT PARCELS: CITY OF RICHMOND, 4570 G. LARSEN PARK

PARCEL "A": 0.12 AC. OR 5,200 SQ. FT.
 PARCEL "B": 0.12 AC. OR 5,200 SQ. FT.
 PARCEL "C": 0.12 AC. OR 5,200 SQ. FT.
 PARCEL "D": 0.12 AC. OR 5,200 SQ. FT.
 PARCEL "E": 0.12 AC. OR 5,200 SQ. FT.

**AN EXHIBIT
 OF FIVE PARCELS OF LAND TOTALING
 108.848 ACRES
 LYING NORTH OF HUGENOT ROAD
 (STATE ROUTE 147) AND
 DIVIDED BY CHIPPENHAM PARKWAY
 (STATE ROUTE 150)**

CITY OF RICHMOND, VA

Date: FEB. 25, 2019 Scale: 1"=200'

Sheet 1 of 1 N: 39490.010

Drawn by: LMT Checked by: MCS

Revised:

THIS DOCUMENT IS THE
 COMPLETE OFFICE
 COPY. ANY OTHER
 COPIES ARE UNOFFICIAL.
 1000 Shady Grove Lane, Suite 300 | Richmond, VA 23225
 Tel: 804-280-0000 | Fax: 804-280-1111 | www.timmons.com

YOUR DESIGN ACQUIRED THROUGH DIAL.



GENERAL NOTES:

NO UNDERGROUND UTILITIES HAVE BEEN LOCATED FOR THIS SURVEY. THERE MAY BE OTHER UNDERGROUND UTILITIES IN THE SURVEYED AREA THAT ARE NOT SHOWN HEREON.

A CURRENT SURVEY WAS PERFORMED BY TIMMONS GROUP FIELDWORK COMPLETED FEBRUARY 25, 2019.

NO WETLANDS DELINEATION PERFORMED FOR THIS SURVEY.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER, THEREFORE ALL EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON.

PARCEL "B" ACCESS BY 30' WIDE INGRESS AND EGRESS EASEMENT, PROVIDING ACCESS TO STATE ROUTE 147 (HUGUENOT ROAD) AND RECORDED IN D.B. 421, PG. 4 AND RELOCATED IN D.B. 667, PG.264. ALSO, A 20' WIDE INGRESS AND EGRESS EASEMENT PROVIDING ACCESS IN D.B. 121, PG 419 AND SHOWN HEREON.

BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS IN ZONE "C" AND ZONE "AE" OF THE HUD DEFINED FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL #5101290012D AND 5101290016D, DATED APRIL 2, 2008.

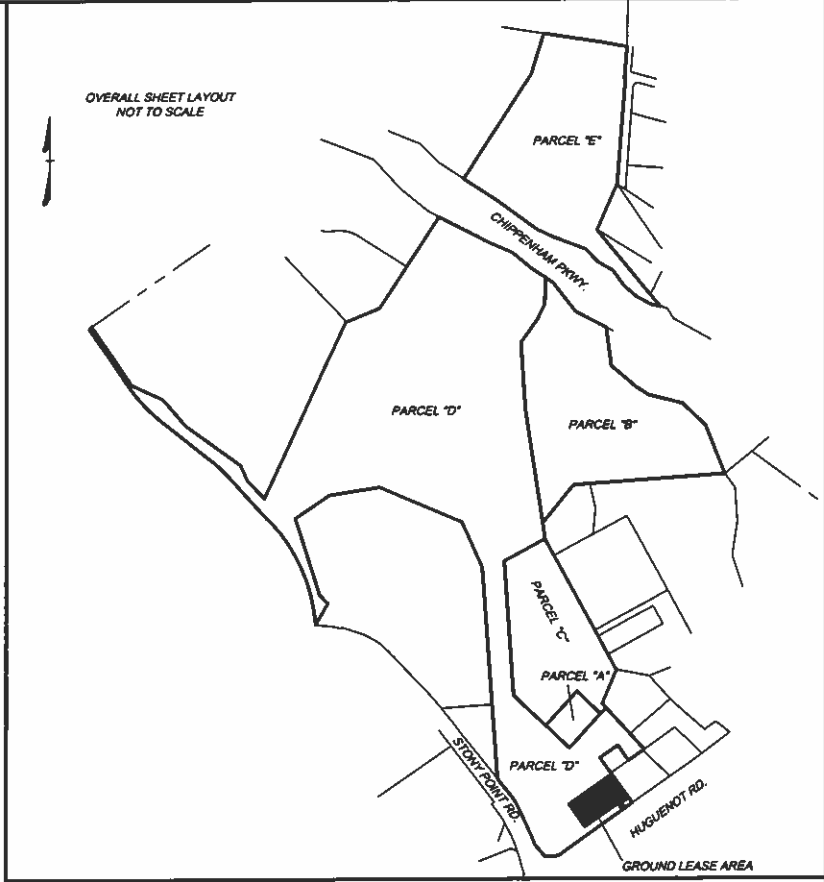
A PORTION OF STONY POINT ROAD RIGHT-OF-WAY LINES PER CITY OF RICHMOND DRAWING TITLED "TRANSFER OF CITY PROPERTY FOR STREET PURPOSES FROM THE DEPT. OF RECREATION AND PARKS TO THE DEPT. OF PUBLIC WORKS AT THE NORTHEAST INTERSECTION OF HUGUENOT RD. AND STONY POINT RD." DATED 10-23-84. FOUND MONUMENTS IN THE FIELD WHILE DOING SURVEY AS SHOWN HEREON.

ACREAGE SUMMARY:

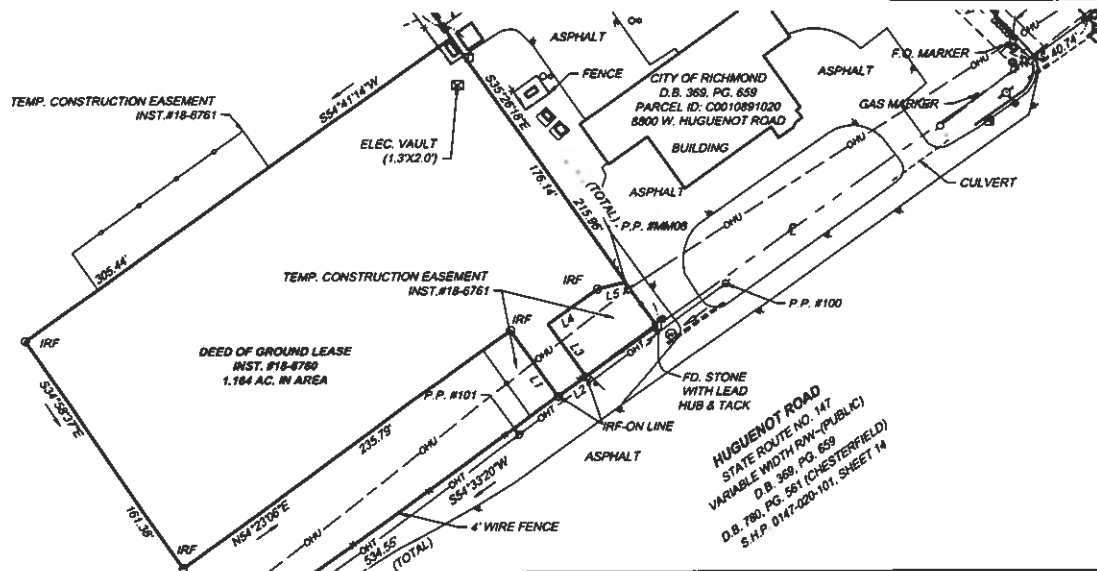
PARCEL "A"-1.183 AC. OR (51,877 SQ. FT.)
 PARCEL "B"-18.404 AC. OR (801,669 SQ. FT.)
 PARCEL "C"-10.015 AC. OR (436,267 SQ. FT.)
 PARCEL "D"-59,699 AC. OR (2,600,488 SQ. FT.) **MINUS THE GROUND LEASE AREA
 PARCEL "E"-18,373 AC. OR (800,310 SQ. FT.)
 TOTAL SURVEYED=107.684 ACRES OR 4,696,711 SQ. FT.

OWNERSHIP INFORMATION: CITY OF RICHMOND (LEWIS G. LARUS PARK)

PARCEL	PARCEL ID	DEED BOOK AND PAGE
PARCEL "A"	C0010891018	D.B. 206, PG. 57
PARCEL "B"	C0010757046	INST. NO 180009831
PARCEL "C"	C0010891056	D.B. 206, PG. 57
PARCEL "D"	C0010891016	D.B. 538, PG. 272
PARCEL "E"	C0010530001	D.B. 538, PG. 272



AREA DETAIL



LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°36'59"E	47.81'
L2	N54°33'20"E	20.00'
L3	N35°36'59"W	37.99'
L4	N54°23'08"E	35.20'
L5	N76°53'08"E	18.99'

AN EXHIBIT
 OF FIVE PARCELS OF LAND TOTALING 107.684 ACRES
 LYING NORTH OF HUGUENOT ROAD
 (STATE ROUTE 147) AND
 DIVIDED BY CHIPPENHAM PARKWAY
 (STATE ROUTE 150)

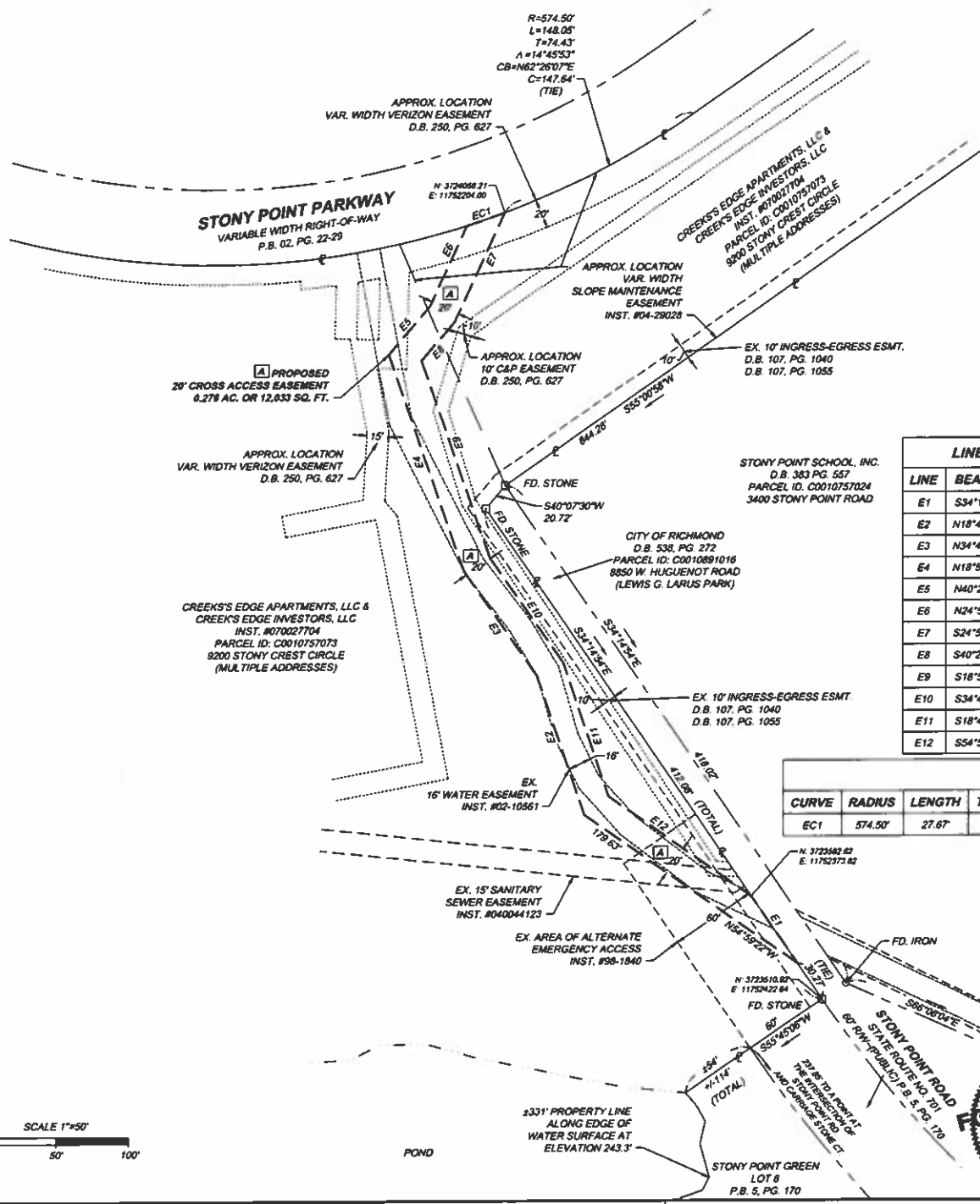
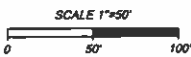
CITY OF RICHMOND, VA	SCALE: 1"=50'
DATE: FEB. 25, 2019	SHEET 1 OF 18
REVISION: 12-3-2020-AREA FOR GROUND LEASE NOT INCLUDED IN TOTAL OF BOUNDARY.	3 M. 39490.010
DRAWN BY: LMT	CHECK BY: NCS

Y:\901139490.010-Larus_Park_Boundary_Topo\DWG\39490.010XP-BNDY_Exhibit_12-3-20.dwg | Plotted on 12/2/2020 1:05 PM | by Luke Turner

THIS DRAWING REMAINS AT THE COMPANY'S OFFICE
 1801 W. 20th Street, Richmond, VA 23218
 TEL: 804-270-0700 FAX: 804-270-0701
 WWW.TIMMONSGROUP.COM

TIMMONS GROUP
 Site Development | Residential | Infrastructure | Technology

Y:\901139490.018-Lanus_Park_EasM\DWG\39490.018V-XPESMT_Creeks_Edge_Access.dwg | Plotted on 1/16/2020 3:22 PM | by Luke Turner



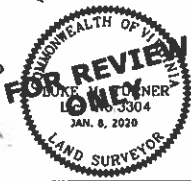
- NOTES:**
1. THIS PLAT WAS BASED ON A CURRENT FIELD SURVEY DONE BY TIMMONS GROUP AND INFORMATION FROM RECORD. THE FIELD WORK WAS COMPLETED JANUARY 7, 2020.
 2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER. THEREFORE ALL EXISTING EASEMENTS MAY NOT BE SHOWN.
 3. NO IMPROVEMENTS SHOWN HEREON.

- LEGEND:**
- IRP-IRON ROD FOUND
 - FOUND STONE

LINE TABLE		
LINE	BEARING	LENGTH
E1	S34°14'54"E	56.47'
E2	N18°40'21"W	101.55'
E3	N34°49'58"W	88.20'
E4	N18°56'50"W	159.62'
E5	N40°20'38"E	43.84'
E6	N24°54'07"E	60.98'
E7	S24°54'07"W	62.81'
E8	S40°20'38"W	35.17'
E9	S18°56'50"E	145.45'
E10	S34°49'58"E	88.25'
E11	S18°40'21"E	97.83'
E12	S54°59'22"E	120.26'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
EC1	574.50'	27.67'	13.84'	2°45'34"	N71°11'51"E	27.67'

PLAT SHOWING A
20' WIDE CROSS ACCESS
EASEMENT ACROSS THE
PROPERTY OF
CREEKS EDGE APARTMENTS, LLC &
CREEKS EDGE INVESTORS, LLC



CITY OF RICHMOND, VA	
DATE: JAN. 8, 2020	SCALE: 1"=50'
SHEET 1 OF 1	J.N. 39490.018
DRAWN BY: LMT	CHECK BY: MCS
REVISED:	

THIS DRAWING REMAINS AT THE COMPLETE OFFICE OF THE SURVEYOR, TIMMONS GROUP, INC., 1000 N. 10TH ST., SUITE 200, RICHMOND, VA 23225
 FOR INFORMATION, THE PROFESSIONAL SEAL OF THE SURVEYOR IS LOCATED AT THE BOTTOM RIGHT OF THIS DRAWING.

TIMMONS GROUP
 Site Development | Residential | Infrastructure | Technology

Y:\1901139490.018-Larus_Park_Esmt\DWG\39490.018\X-PESMT_Stony_Point_LLC.dwg | Plotted on 1/16/2020 3:09 PM | by Luke Turner

NAD 83
[VA-SOUTH ZONE]

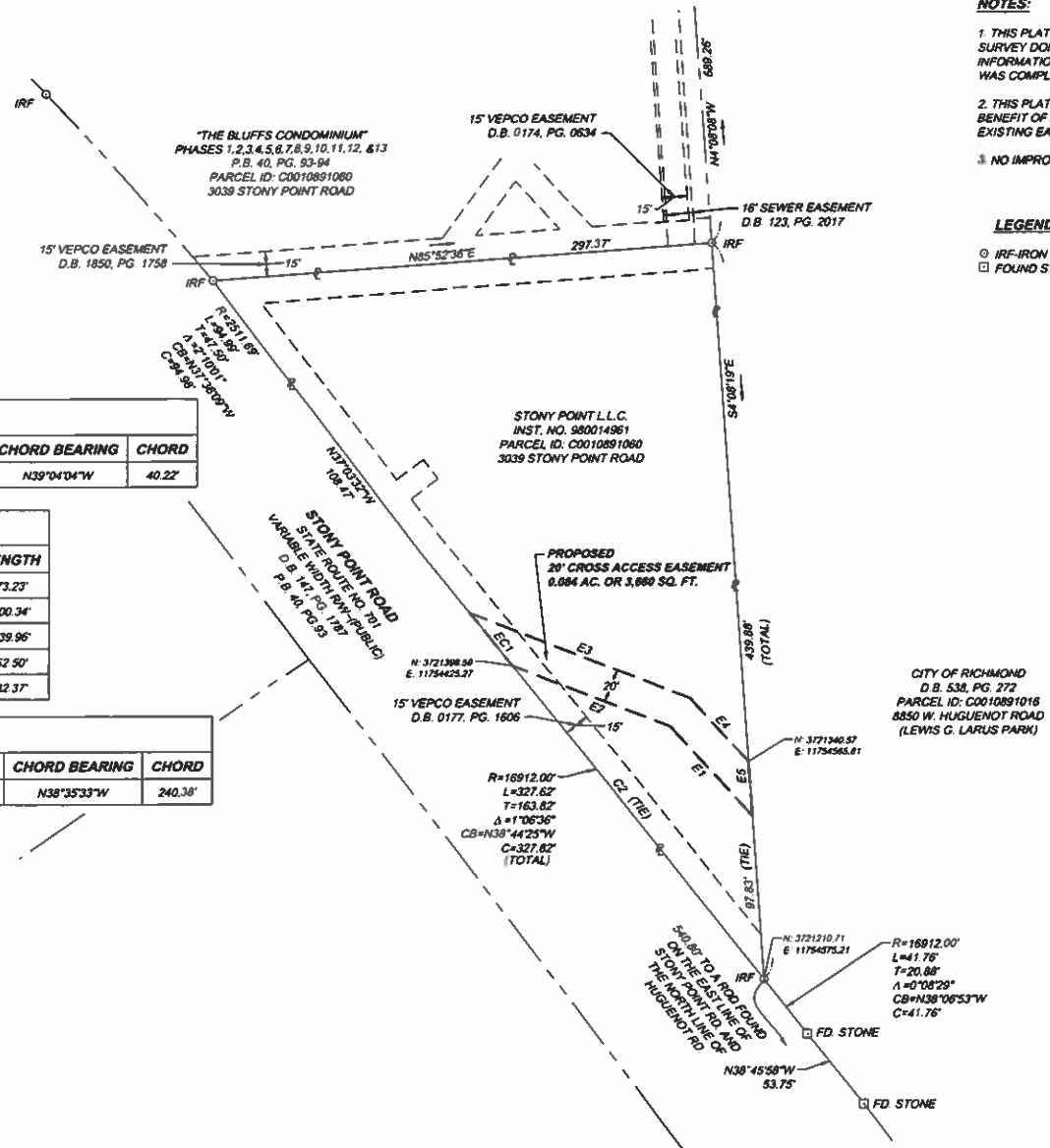
NOTES:
 1. THIS PLAT WAS BASED ON A CURRENT FIELD SURVEY DONE BY TIMMONS GROUP AND INFORMATION FROM RECORD. THE FIELD WORK WAS COMPLETED JANUARY 7, 2020.
 2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER, THEREFORE ALL EXISTING EASEMENTS MAY NOT BE SHOWN.
 3. NO IMPROVEMENTS SHOWN HEREON.

LEGEND:
 ○ IRF-IRON ROD FOUND
 □ FOUND STONE

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
EC1	16912.00'	40.22'	20.11'	0°08'11"	N39°04'04"W	40.22'

LINE TABLE		
LINE	BEARING	LENGTH
E1	N42°17'38"W	73.23'
E2	N68°53'21"W	100.34'
E3	S68°53'21"E	139.96'
E4	S42°17'38"E	52.50'
E5	S4°08'19"E	32.37'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C2	16912.00'	240.38'	120.19'	0°48'52"	N38°35'33"W	240.38'



PLAT SHOWING A
 20' WIDE CROSS ACCESS
 EASEMENT ACROSS THE
 PROPERTY OF
 STONY POINT L.L.C.

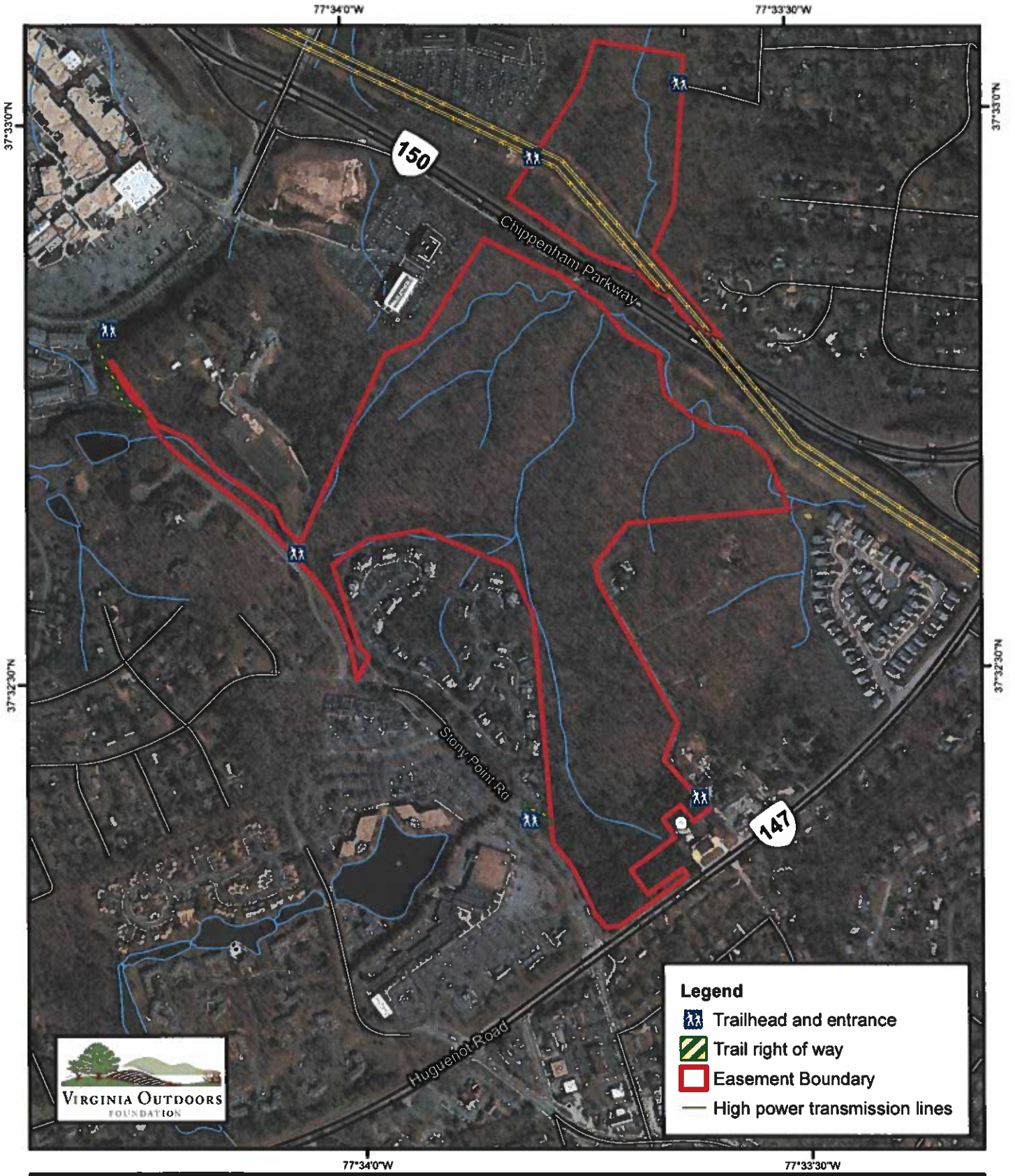
CITY OF RICHMOND, VA	SCALE: 1"=50'
DATE: JAN. 8, 2020	SHEET 1 OF 1
DRAWN BY: LMT	CHECK BY: MCS
REVISED:	

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 TEL: 804.206.0900 FAX: 804.562.1316 www.timmons.com





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TIMMONS GROUP

Site Development Residential Infrastructure Technology



Legend

-  Trailhead and entrance
-  Trail right of way
-  Easement Boundary
-  High power transmission lines


Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983

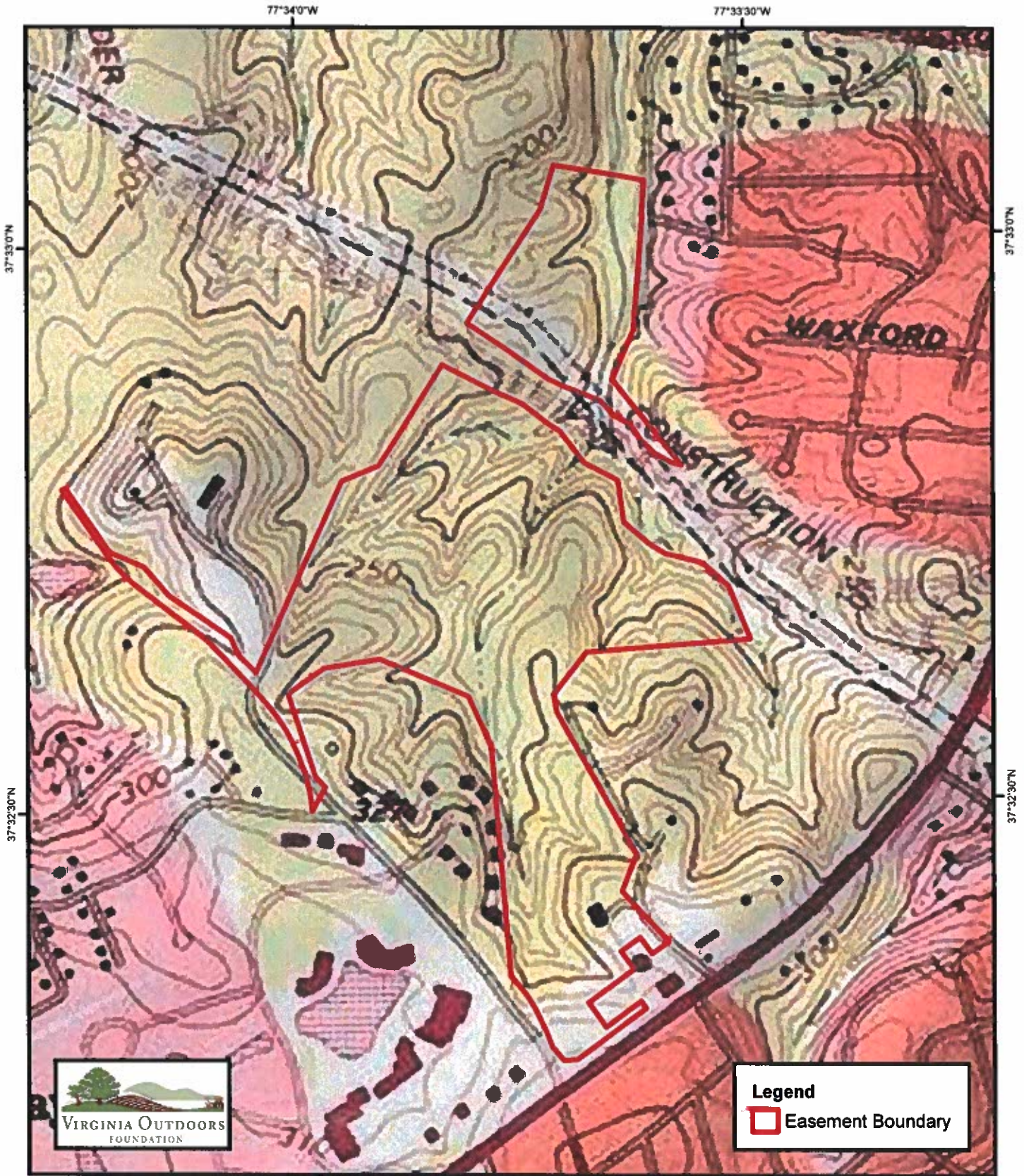
Map created 06/08/2021 by Allison Tillett.
 Source data provided by VOF, VDOT.
 Aerial imagery acquired 03/16/2017
 Aerial imagery © Commonwealth of Virginia.
 This map is for general reference
 and display purposes only.

Aerial Map
Lewis G. Larus Park
City of Richmond
107.644 Acres
 Site Visit Date: 06/18/2020, 04/07/2021

0 Feet 700
 350

1:8,400

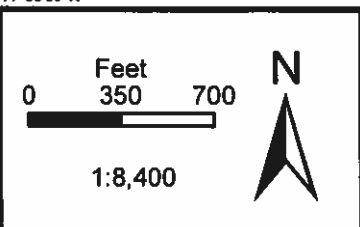




Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983

Map created 06/07/2021 by Allison Tillett.
 Source data provided by VOF
 USGS Quadrangle: Bon Air
 This map is for general reference and display
 purposes only.

Topographic Map
 Lewis G. Larus Park
 City of Richmond
 ~ 107.644 Acres
 Site Visit Date: 06/18/2020, 04/07/2021



77°34'0"W

77°33'30"W

37°33'0"N

37°33'0"N

37°32'30"N

37°32'30"N

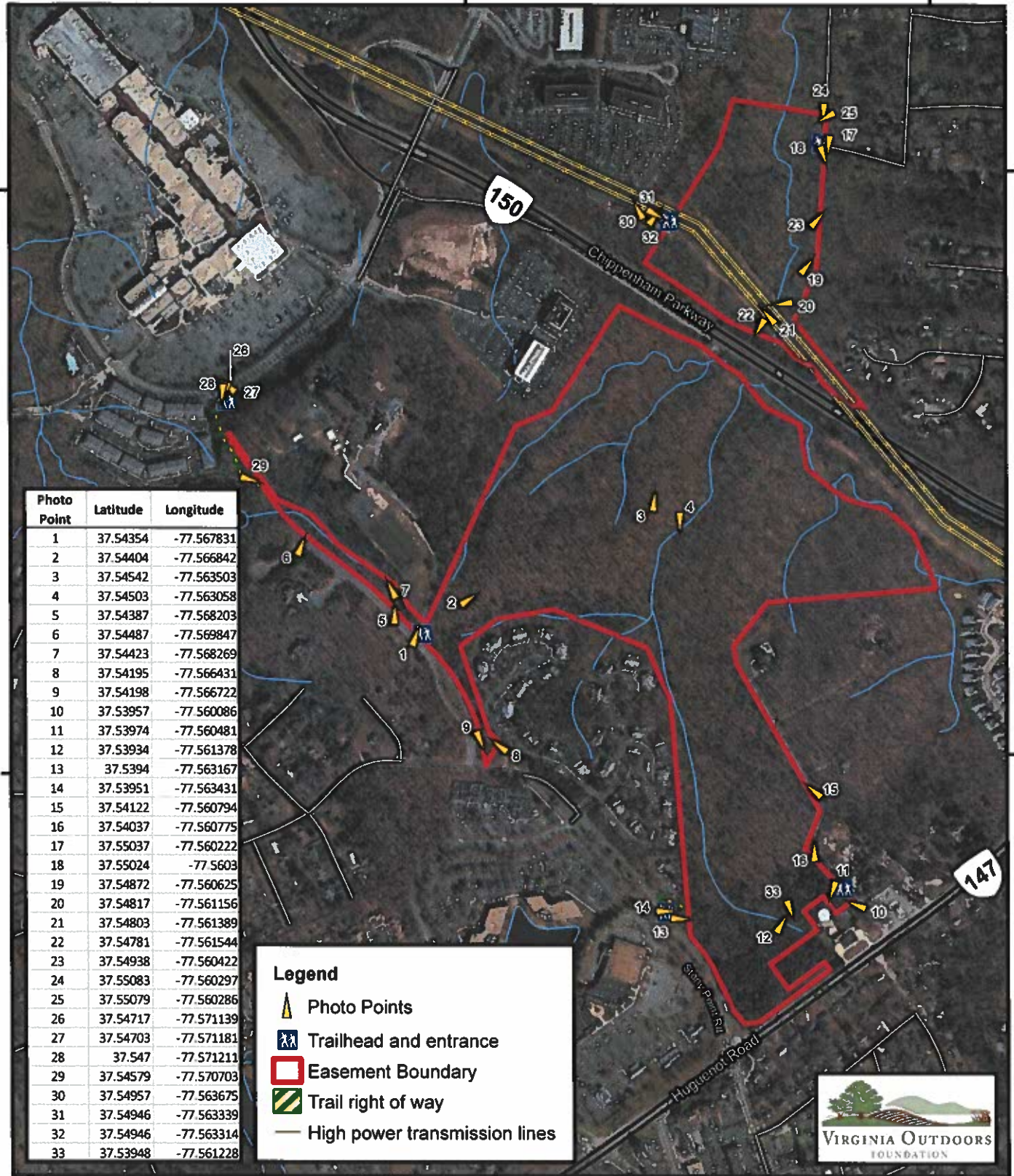


Photo Point	Latitude	Longitude
1	37.54354	-77.567831
2	37.54404	-77.566842
3	37.54542	-77.563503
4	37.54503	-77.563058
5	37.54387	-77.568203
6	37.54487	-77.569847
7	37.54423	-77.568269
8	37.54195	-77.566431
9	37.54198	-77.566722
10	37.53957	-77.560086
11	37.53974	-77.560481
12	37.53934	-77.561378
13	37.5394	-77.563167
14	37.53951	-77.563431
15	37.54122	-77.560794
16	37.54037	-77.560775
17	37.55037	-77.560222
18	37.55024	-77.5603
19	37.54872	-77.560625
20	37.54817	-77.561156
21	37.54803	-77.561389
22	37.54781	-77.561544
23	37.54938	-77.560422
24	37.55083	-77.560297
25	37.55079	-77.560286
26	37.54717	-77.571139
27	37.54703	-77.571181
28	37.547	-77.571211
29	37.54579	-77.570703
30	37.54957	-77.563675
31	37.54946	-77.563339
32	37.54946	-77.563314
33	37.53948	-77.561228

Legend

- Photo Points
- Trailhead and entrance
- Easement Boundary
- Trail right of way
- High power transmission lines



77°34'30"W

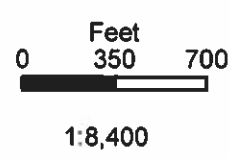
77°34'0"W

77°33'30"W

Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983

Map created 03/05/2020 by Allison Tillett.
 Source data provided by VOF, VDOT
 Photo Point Data collected with Geneq iSXBleuII GPS receiver.
 Aerial imagery acquired 03/16/2017
 Aerial imagery © Commonwealth of Virginia.
 This map is for general reference and display purposes only.

Photo Points Map
Lewis G. Larus Park
City of Richmond
107.644 Acres
 Site Visit Date: 06/18/2020, 04/07/2021





Lewis G. Larus Park

City of Richmond

Baseline Documentation Photographs

Unless otherwise noted, all pictures taken by Allison Tillett on June 18, 2020 & April 7, 2021 using an iPhone 7 Plus, iPhone 11.

* Number of photographs is as taken in the field and may represent merged panoramic images; some photographs may have been omitted because of poor quality or duplicate images.



1. Parking lot at Sabot School (Wukong's Path)

Facing North (18°)

Location from Geneq iSXBlell

20200618_RIC_4530_CityofRichmond_LewisGLar
usPark_001.jpg



2. Trail (Wukong's Path)

Facing Northeast (55°)

Location from Geneq iSXBlell

20200618_RIC_4530_CityofRichmond_LewisGLar
usPark_002.jpg



3. Vegetation restoration

Facing North (6°)

Location from Geneq iSXBlell

20200618_RIC_4530_CityofRichmond_LewisGLar
usPark_003.jpg



4. Bridge (existing structure)

Facing South (180°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_004.jpg

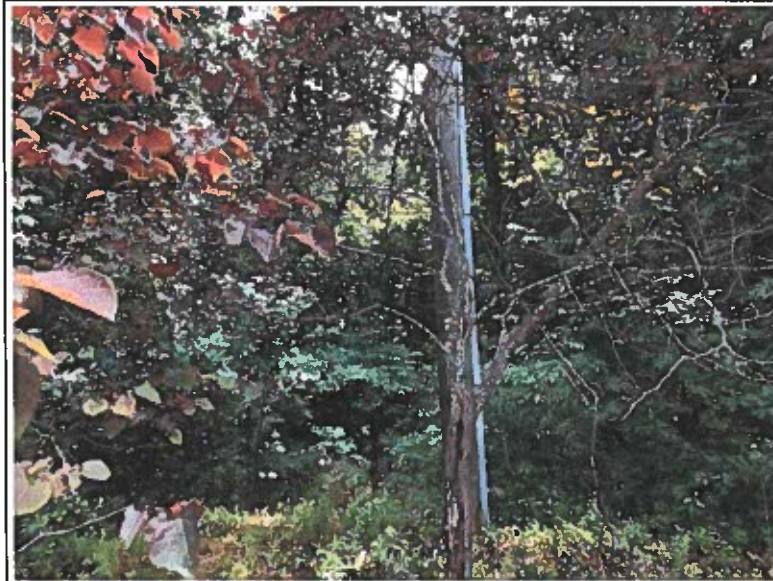


5. Road frontage boundary

Facing North (0°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_005.jpg



6. Powerlines running between Sabot School, Larus Park, and around Stony Point Fashion Park

Facing North (21°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_006.jpg



7. Property line with Sabot School

Facing Northwest (333°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_007.jpg



8. Boundary

Facing Northwest (307°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_008.jpg



9. Stone wall not associated with Larus Park

Facing Southeast (157°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_009.jpg



10. Trailhead (Wukong's Path) at W. Huguenot Road behind Fire Station 25

Facing West (291°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_010.jpg



11. Water tower (off property and not the 2021 leased area water tower), fence, survey tape

Facing South (198°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_011.jpg



12. Privet grove

Facing Northeast (30°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_012.jpg



13. At boundary on "Larus Park Trails" off of Stony Point Road (no parking lot)

Facing East (94°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_013.jpg



14. Entrance off of Stony Point Road (no parking lot), Larus Park Trails

Facing East (89°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_014.jpg



15. Boundary with private road leading to a private residence behind Fire Station 25

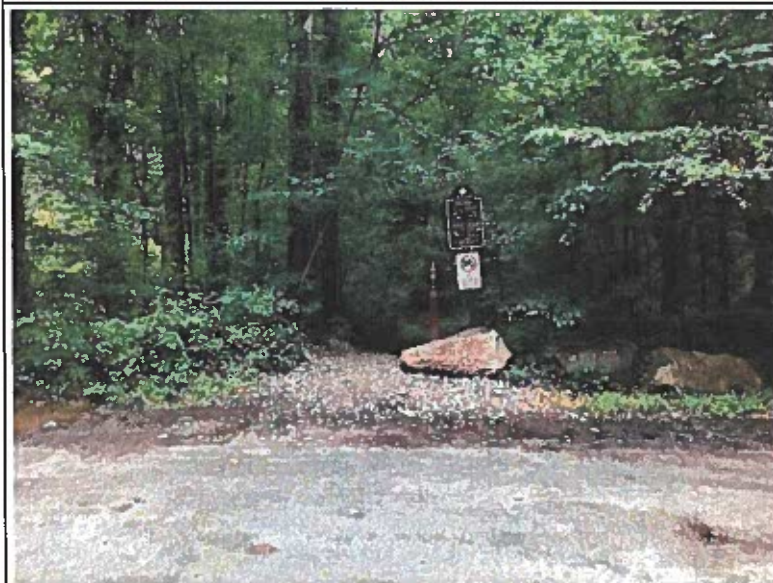
Facing Northwest (309°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_015.jpg



16. Gravel road is private property
Facing North (358°)
Location from Geneq iSXBlueII
20200618_RIC_4530_CityofRichmond_LewisGLarusPark_016.jpg



17. Entrance at Old Holly Road and Beechmont Road
Facing South (186°)
Location from Geneq iSXBlueII
20200618_RIC_4530_CityofRichmond_LewisGLarusPark_017.jpg



18. Boundary with private property
Facing South (160°)
Location from Geneq iSXBlueII
20200618_RIC_4530_CityofRichmond_LewisGLarusPark_018.jpg



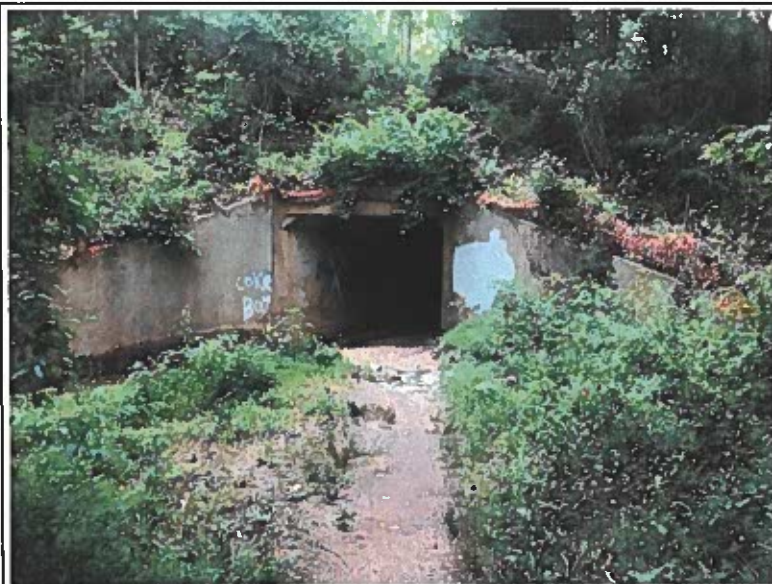
19. Culvert
 Facing Northeast (39°)
 Location from Geneq iSXBlueII
 20200618_RIC_4530_CityofRichmond_LewisGLarusPark_019.jpg



20. Bridge
 Facing West (262°)
 Location from Geneq iSXBlueII
 20200618_RIC_4530_CityofRichmond_LewisGLarusPark_020.jpg



21. Path (Duke's Path to Stony Point) on power line ROW - trail leads to Retina Institute parking lot
 Facing Northwest (318°)
 Location from Geneq iSXBlueII
 20200618_RIC_4530_CityofRichmond_LewisGLarusPark_021.jpg



22. Tunnel under Chippenham Parkway

Facing Southwest (210°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_022.jpg

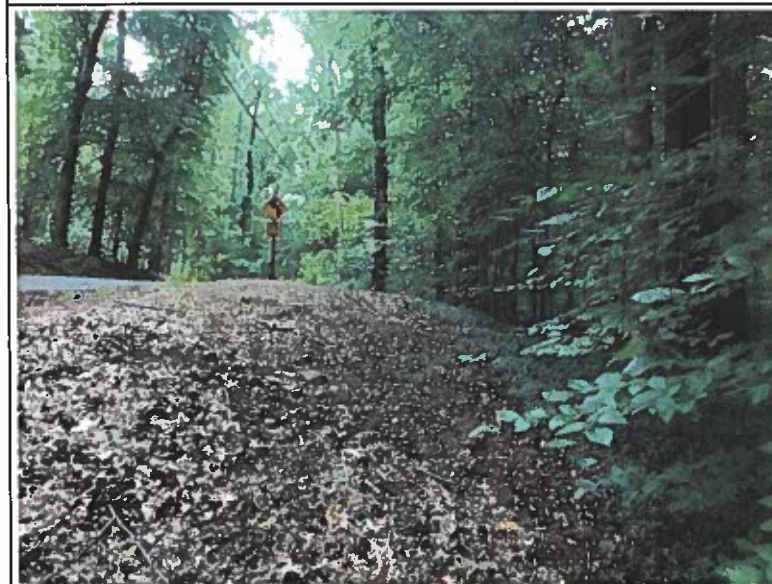


23. Wetlands (delineated and flagged). Standing on existing boardwalk.

Facing Northeast (41°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_023.jpg



24. Boundary

Facing South (183°)

Location from Geneq iSXBuell

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_024.jpg



25. Boundary

Facing Southwest (241°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_025.jpg



26. Parking area at Stony Point Fashion Park

Facing Northwest (309°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_026.jpg



27. Entrance from Stony Point Fashion Park parking lot (across road)

Facing South (198°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_027.jpg



28. Survey flag at entrance

Facing South (184°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_028.jpg



29. Paved trail leading to Sabot parking area entrance

Facing East (106°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_029.jpg



30. Parking lot adjacent to entrance

Facing Northwest (331°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_030.jpg



31. Seasonal resident (Female Ophiogomphus cecilia)

Facing Northeast (38°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_031.jpg



32. High power transmission lines and trail from parking lots (Duke's Trail)

Facing Southeast (118°)

Location from Geneq iSXBlueII

20200618_RIC_4530_CityofRichmond_LewisGLarusPark_032.jpg



33. View into Leased area from Easement interior during April 7, 2021 recheck.

Facing South (161°)

Location from iOS internal GPS

20210407_RIC_4530_CityofRichmond_LewisGLarusPark_033.JPG