

INTRODUCED: March 27, 2023

AN ORDINANCE No. 2023-098

To declare a public necessity for and to authorize the acquisition of the parcels of real property owned by the Richmond Redevelopment and Housing Authority and known as 400 East 15<sup>th</sup> Street, 426 East 15<sup>th</sup> Street, and 1421 Dinwiddie Avenue for the purpose of maintaining the properties as a City green space, playground, and recreational area.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: APR 10 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of the properties known as 400 East 15<sup>th</sup> Street, 426 East 15<sup>th</sup> Street, and 1421 Dinwiddie Avenue, identified as Tax Parcel Nos. S000-0226/001, S000-0226/012, and S000-0229/019 in the 2023 records of the City Assessor, and depicted on a plat entitled “Plat Showing Boundary Survey on the Property of Richmond Redevelopment and Housing Authority, Parcel ID (S0000226001, S0000226012, S0000229019), City of Richmond, Virginia,” prepared by Cardinal Civil Resources, dated August 22, 2022, and last revised October 6, 2022, for the purpose of maintaining the properties as a City green space, playground, and recreational area; and

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: APR 10 2023 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

WHEREAS, the Richmond Redevelopment and Housing Authority, the owner of the  
aforementioned properties, has agreed to give the properties to the City;

NOW, THEREFORE,

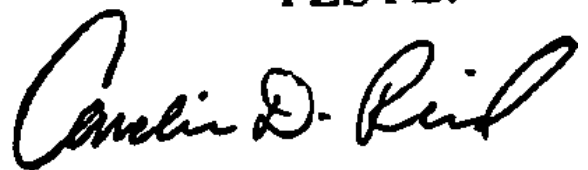
THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition of the parcels of real property known as 400 East 15<sup>th</sup> Street, 426 East 15<sup>th</sup> Street, and 1421 Dinwiddie Avenue, identified as Tax Parcel Nos. S000-0226/001, S000-0226/012, and S000-0229/019 in the 2023 records of the City Assessor, and depicted on a plat entitled “Plat Showing Boundary Survey on the Property of Richmond Redevelopment and Housing Authority, Parcel ID (S0000226001, S0000226012, S0000229019), City of Richmond, Virginia,” prepared by Cardinal Civil Resources, dated August 22, 2022, and last revised October 6, 2022, a copy of which is attached to and made a part of this ordinance, for the purpose of maintaining the property as a City green space, playground, and recreational area.-

§ 2. That, notwithstanding the provisions of section 8-34 of the Code of the City of Richmond (2020), as amended, to the contrary, the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire such parcels of real property from the Richmond Redevelopment and Housing Authority and to execute the deeds and such other documents as may be necessary to complete the acquisition and acceptance of such parcels of real property, provided that all such deeds and other documents first must be approved as to form by the City Attorney or the designee thereof.

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

**A TRUE COPY:  
TESTE:**



**City Clerk**



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** February 23, 2023 **EDITION:** 1

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

**THROUGH:** The Honorable Levar M. Stoney, Mayor

**THROUGH:** Lincoln Saunders, Chief Administrative Officer

**THROUGH:** Reginald E. Gordon, DCAO for Human Services

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

**RE:** Transfer of 3 Richmond Redevelopment and Housing Authority (RRHA) Parcels to the City of Richmond for the expansion of Charlie Sydnor Playground.

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

**PURPOSE:** To authorize the Chief Administrative Officer (CAO) on behalf of the City of Richmond, to accept the transfer of real property from the Richmond Redevelopment and Housing Authority (RRHA) at 400 E. 15<sup>th</sup> Street (Parcel ID No. S0000226001), 426, 600, 602, 604, 606, 608, 610, and 660 E. 15<sup>th</sup> Street (Parcel ID No. S0000226012) and 1421 Dinwiddie Ave (Parcel ID No. S0000229019). This ordinance would also authorize the CAO to accept deed and title to such property for the purpose of maintaining such property as public green space, playground and for recreational uses.

**REASON:** Richmond Redevelopment and Housing Authority (RRHA) currently owns three (3) vacant lots adjacent to Charlie Sydnor Playground and has offered to gift the parcels to the City for use by its Department of Parks, Recreation, and Community Facilities (PRCF) to expand the playground and park facilities already existing at the Charlie Sydnor Playground site. PRCF desires to receive the parcels and preserve them as green space, playground, and recreational use sites for the public.

**RECOMMENDATION:** Approval is recommended by the City Administration.

**BACKGROUND:** The parcels to be transferred were originally within the Blackwell HOPE VI Revitalization Program. The parcels were not developed during this program and are currently vacant. Richmond Redevelopment and Housing Authority (RRHA) requested review of their proposal to transfer these vacant parcels to the City of Richmond by (HUD). The U.S.

Department of Housing and Urban Development has reviewed the title and survey documentation for the lots and have determined that no Deeds of Trust or Declaration of Restrictive Covenants are recorded on the parcels. HUD also reviewed documentation certifying that no funds associated with the Housing Act of 1937 have been used in the purchase or maintenance of the parcels. Therefore, HUD has determined that RRHA may proceed to transfer the ownership of these parcels to the City of Richmond's Department of Parks, Recreation and Community Facilities for the purposes of creating a permanent park.

**FISCAL IMPACT / COST:** None

**FISCAL IMPLICATIONS:** No new impacts

**BUDGET AMENDMENT NECESSARY:** None

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** March 27, 2023

**CITY COUNCIL PUBLIC HEARING DATE:** April 10, 2023

**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 – Letter from U.S Department of Housing and Urban Development  
Attachment B – Map showing Location of Parcels to be transferred  
Attachment C – Property Survey  
Attachment D – Title Information

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

NOTES:

- NO TITLE REPORT FURNISHED. EASEMENTS AND ENCUMBRANCES NOT SHOWN MAY EXIST.
- THE PROPERTY SHOWN ON THIS PLAT IS LOCATED BY TAX MAP #
- THE PROPERTY SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEMA FIRM RATE MAP 5101290039E COMMUNITY PANEL. EFFECTIVE DATE: JULY 16, 2014
- ZONING: R-7
- UNDERGROUND UTILITIES AND SUBSURFACE FACILITIES NOT LOCATED.
- THIS SURVEY DOES NOT ADDRESS WETLANDS, TOXIC OR CONTAMINATED WASTE OR SOIL CONDITIONS NOR HAVE ANY REPORTS, STUDIES, ETC., BEEN FURNISHED TO THIS SURVEYOR OTHER THAN THOSE NOTED.
- BOUNDARY INFORMATION SHOWN HEREON IS FROM A CURRENT FIELD SURVEY BY THIS FIRM.

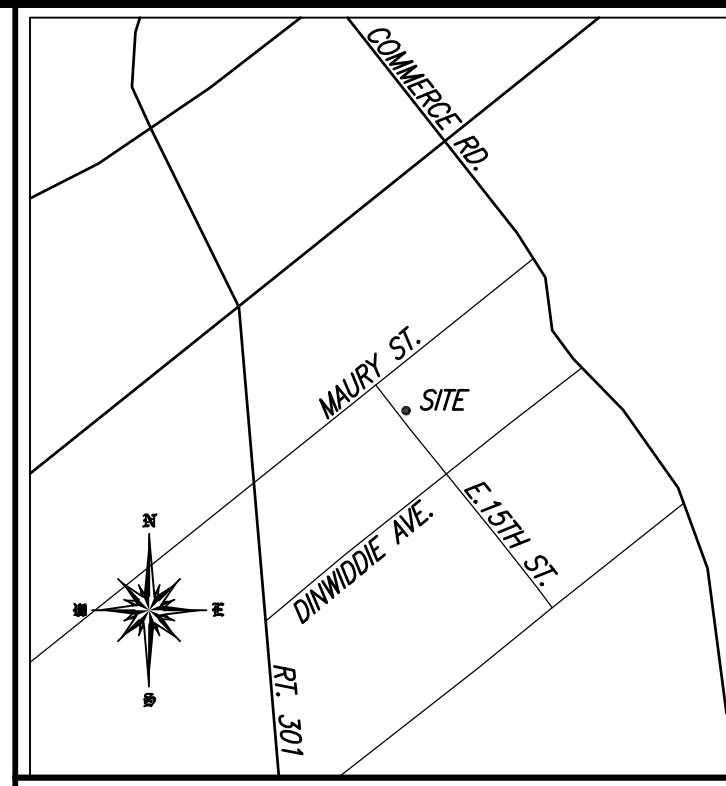
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 33°03'46" W	21.29
L2	S 35°50'55" E	24.40
L3	N 31°42'58" W	21.07
L4	N 05°03'25" E	11.51
L5	N 29°41'43" W	36.55
L6	S 30°16'54" E	31.84
L7	N 42°36'27" W	45.99
L8	S 42°44'35" E	46.92
L9	S 41°52'27" E	43.92
L10	S 43°14'10" E	37.92
L11	S 43°14'10" E	9.57
L12	N 43°35'15" W	69.39
L13	S 45°24'24" E	14.74
L14	N 45°29'50" W	33.71
L15	N 45°23'16" W	33.84
L16	N 55°02'11" W	87.78
L17	S 60°21'07" E	27.40
L18	S 39°55'01" E	22.17
L19	N 53°48'14" W	19.35
L20	S 38°18'22" E	18.75
L21	S 48°32'23" E	43.68
L22	S 44°41'34" E	25.20
L23	N 50°03'29" W	19.92
L24	N 59°09'44" W	35.26
L25	S 85°33'23" E	14.70
L26	S 79°40'01" E	23.43
L27	S 71°28'07" E	17.31
L28	N 79°01'30" W	25.16
L29	S 61°24'52" E	38.20
L30	S 64°52'20" E	25.20
L31	N 82°07'24" E	14.85
L32	S 57°52'27" E	15.51

BEARINGS AND DISTANCES SHOWN ALONG CREEK ARE FOR CLOSURE AND AREA ONLY. PROPERTY LINE IS ALONG THE CENTERLINE OF GOOSE CREEK.

LEGEND

⊕	UTILITY MANHOLE
⊙	SANITARY MANHOLE
⊗	WATER METER
○	UTILITY POLE
IRF ○	IRON ROD FOUND
IPF ○	IRON PIPE FOUND
CMF □	CONCRETE MONUMENT FOUND
IRS ●	IRON ROD SET



**Cardinal**  
CIVIL RESOURCES

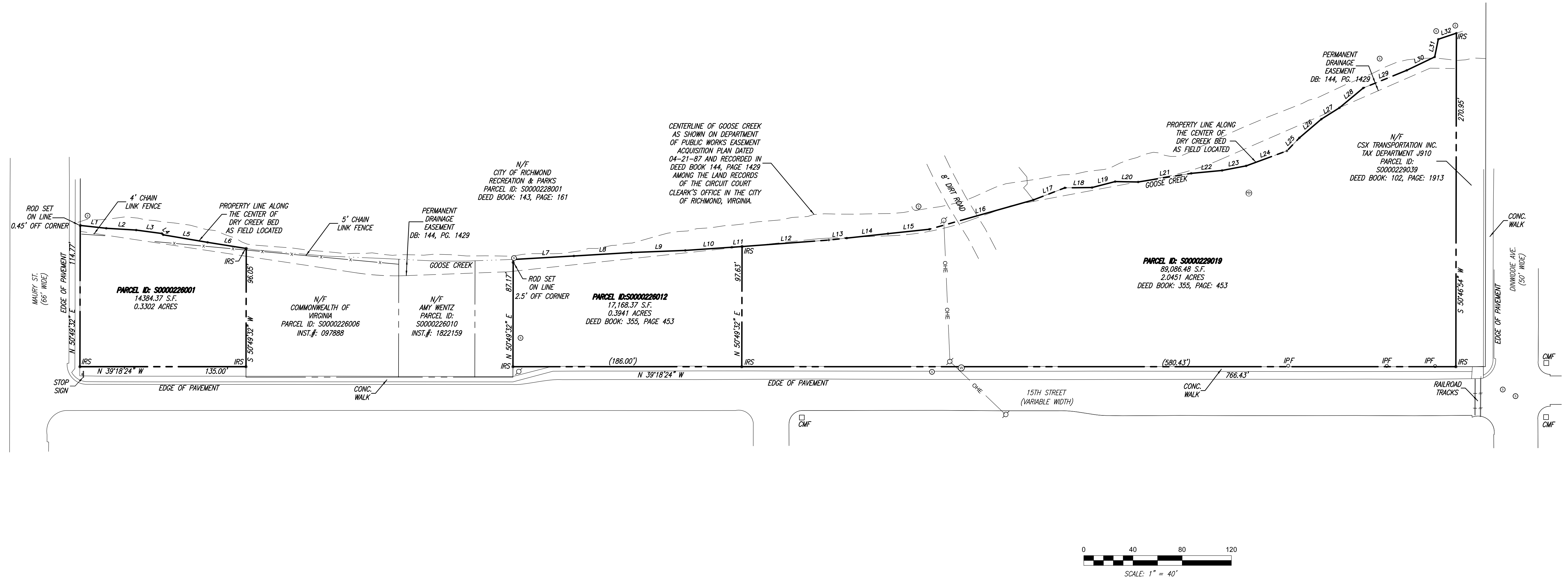
7419 WHITEPINE RD  
NORTH CHESTERFIELD, VA 23077  
(804) 272-1009 FAX (757) 945-2877

COMMONWEALTH OF VIRGINIA

DAVID A. ASHLEY  
Lic. No. 1508-B

10/06/2022

LAND SURVEYOR



PLAT SHOWING  
BOUNDARY SURVEY  
ON THE PROPERTY OF  
**RICHMOND REDEVELOPMENT AND  
HOUSING AUTHORITY**  
PARCEL ID: S0000226001, S0000226012, S0000229039  
CITY OF RICHMOND, VIRGINIA

PROJECT #	22-353
SCALE:	1"=40'
DWG BY:	MAG
DATE:	8/22/2022
REVISED:	10/06/2022
SHEET #	SHEET 1 OF 1

# RRHA PARCELS TO BE TRANSFERRED





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Ms. Stacey Daniels-Fayson  
Executive Director  
Richmond Redevelopment and Housing Authority  
901 Chamberlayne Parkway  
Richmond Virginia 23220

November 10, 2021

SUBJECT: Transfer of 3 Parcels to the City of Richmond, VA  
For Designation as a Public Park

Dear Ms. Daniels-Fayson:

The Department of Housing and Urban Development (Department) is reviewing two concurrent HOPE VI homeownership projects associated with the Richmond Redevelopment & Housing Authority's (RRHA) Blackwell HOPE VI Grant (VA36URD007I19). RRHA requested assistance in the transfer of three vacant lots in the neighborhood to the City of Richmond's Department of Parks, Recreation and Community Facilities (PRCF).

The lots are described as follows:

- 400 & 426 15th Street, Richmond VA; Parcel Map ID: S0000226001
- 600, 602, 604, 606, 608, 610 & 660 15th Street, Richmond VA; Parcel Map ID: S0000226012;
- 1421 Dinwiddie Ave, Richmond VA.; Parcel Map ID: S0000229019.

The Department has reviewed the title and survey documentation for these lots. We have determined that no Deeds of Trust or Declarations of Restrictive Covenants are recorded on the parcels. HUD also reviewed documentation certifying that no funds associated with the Housing Act of 1937 have been used in the purchase or maintenance of these lots.

The Richmond Redevelopment & Housing Authority may proceed to transfer the ownership of these lots to the City of Richmond's Department of Parks, Recreation and Community Facilities for the purposes of creating a permanent park.

We thank you for your commitment to the HOPE VI program. We look forward to working with you and your partners in continuing your revitalization efforts. If you have any questions contact your HUD assigned Grant Manager, John Holtgreive, via email at [John.P.Holtgreive@hud.gov](mailto:John.P.Holtgreive@hud.gov) .

Sincerely,

A handwritten signature in cursive script that reads "Susan A. Wilson".

Susan A. Wilson  
Director, Office of Urban Revitalization  
Office of Public Housing Investments

cc: Robert Davenport, Director, Office of Public Housing, Richmond Field Office





**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

Stewart Land Title Services, LLC  
9020 Stony Point Parkway Suite 135  
Richmond, VA 23235  
(804) 648-7600

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 01262-10705

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 01262-10705

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Stewart Land Title Services, LLC  
Issuing Office: 9020 Stony Point Parkway Suite 135, Richmond, VA 23235  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 01262-10705  
Issuing Office File Number: 01262-10705  
Property Address: 426 East 15th Street, Richmond, VA 23224  
400 East 15th Street, Richmond, VA 23224  
1421 Dinwiddie Avenue, Richmond, VA 23224  
Revision Number:

**1. Commitment Date:** November 01, 2022 at 8:00 A.M.

<b>2. Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) 2006 ALTA Owner's Policy    Standard	To Be Determined
Proposed Insured:    City of Richmond Department of Parks and Recreation	
(b) 2006 ALTA Loan Policy    Standard	To Be Determined
Proposed Insured:    To Be Determined	

**3. The estate or interest in the Land described or referred to in this Commitment is:**  
Fee Simple

**4. The Title is, at the Commitment Date, vested in:**  
Richmond Redevelopment and Housing Authority, also known of record as Richmond Redevelopment & Housing Authority

**5. The Land is described as follows:**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**STEWART TITLE GUARANTY COMPANY**



\_\_\_\_\_  
Authorized Countersignature

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## EXHIBIT "A" LEGAL DESCRIPTION

### Parcel I 426 East 15th Street:

Those certain lots of land lying and being in the City of Richmond, Virginia, designated as Lots 13 through 18, inclusive, in Block 3 of the Plan of 15th Street Addition, made by D. L. LaPrade & Bro., Surveyors, dated January 14, 1909, and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lots front together 186 feet on the east line of 15th Street and extend back between parallel lines to Goose Creek, a distance of 86 feet on the northern line and 104 feet on the southern line.

BEING a a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, by deed from Joseph L. Samuels and Elise Samuels, his wife, dated February 20, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 335, Page 453](#).

### Parcel II 400 East 15th Street:

#### Tract 1:

ALL that certain lot or parcel of land lying and being in the City of Richmond, Virginia, designated as Lot 1, Block 3, Plat of 15th Street Addition, made by D.F. LaPrade & Bro., Surveyors, dated January 14, 1909, and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronts 30 feet on the east line of 15th Street and runs back between the south line of Maury Street and a line parallel therewith to Goose Creek, the northern line being 130 feet and the southern line being 122 feet.

LESS AND EXCEPT that portion of said parcel as was conveyed to the Commonwealth of Virginia by deed from Richmond Redevelopment and Housing Authority dated November 11, 2008, recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument [No. 090007888](#).

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, by deed from Linwood Investment Corporation dated January 17, 1968, recorded in Deed [Book 334, Page 511](#), Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia.

#### Tract 2:

That parcel of land in the known by street numbers 408 and 410 E. 15th Street, in the City of Richmond, Virginia, described as follows:

Commencing at a point distant 30 feet from the intersection of the east line of 15th Street with the south line of Maury Street and thence running and fronting on the east line of 15th Street 60 feet in a southern direction and running back between parallel lines to a branch, the north line being 122 feet and the South line being 115 feet and designated as Lots Nos. 2 and 3 on the Plan of 15th Street Addition recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#).

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Elizabeth P. Hundley and William P. Hundley, her husband, and Mary O. Pettigrew, widow, dated November 21, 1967, recorded in the

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File No. 01262-10705

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 333, Page 520](#).

Tract 3:

ALL that certain lot or parcel of land, lying and being in the City of Richmond, Virginia, designated as lot number four (4) in Block (3) on the plan of 15th Street Addition, made by D.F. LaPrade & Bro., surveyors, dated January 14, 1909, said lot commencing at a point distant ninety (90) feet from the intersection of the East line of 15th Street with the South line of Maury Street, thence running and fronting on said East line of 15th Street, thirty (30) feet in a Southerly direction and running back between parallel lines to branch in rear, the Northern line being one hundred and eight (108) feet and the Southern line one hundred and one (101) feet.

BEING a portion of the same real estate acquired by Richmond Redevelopment and Housing Authority by Order Confirming Report of Commissioners and Vesting Title entered in the matter of Richmond Redevelopment and Housing Authority v. Redford Brick Company, Inc., et al, which Order was recorded July 24, 1968 in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 339, Page 225](#).

Tract 4:

ALL that certain lot or parcel of land, lying and being in the City of Richmond, Virginia designated as lot number five (5) in block number three (3) on the plan of 15th Street Addition made by D.F. LaPrade & Bro., Surveyors, dated January 14, 1909, said lot commencing at a point distant one hundred and twenty (120) feet from the intersection of the East line of 15th Street with the South line of Maury Street, thence running and fronting on the East line of 15th Street, thirty-one (31) feet in a Southerly direction, and running back between parallel lines to a ditch in the rear, the Northern line being one Hundred and one (101) feet and the Southern line being ninety-four (94) feet.

BEING a portion of the same real estate acquired by Richmond Redevelopment and Housing Authority by Order Confirming Report of Commissioners and Vesting Title entered in the matter of Richmond Redevelopment and Housing Authority v. Redford Brick Company, Inc., et al, which Order was recorded July 24, 1968 in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 339, Page 225](#).

Parcel III 1421 Dinwiddie Avenue:

Tract 1:

Those two certain lots or parcels of land fronting on the east line of 15th Street, opposite Boston Avenue, designated as Lots 19 and 20, in Block 3, on the Plan of 15th Street Addition, in the City of Richmond, Virginia, each lot fronting 28.18 feet and running between parallel lines to Goose Creek, the southern line being 123 feet and the northern line being 104 feet.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Commonwealth Lumber Corporation dated December 12, 1967, recorded in the Clerk's Office of Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 333, Page 522](#).

Tract 2:

Those certain lots of land in the City of Richmond, Virginia, designated as Lots Nos. 21, 22 and 23 in Block 3, on the Plan of 15th Street Addition, made by D.F. LaPrade & Bro., Surveyors, dated January 14, 1909, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat [Book 3, Page 11](#),, said lots front together 84.54 feet on the east line of 15th Street and extend back between parallel lines to Goose Creek, 123 feet on the northern line and 138 feet on

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

the southern line.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, by deed from Joseph L. Samuels and Elise Samuels, his wife, dated February 20, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 335, Page 453](#).

Tract 3:

All that certain lot or parcel of land, lying and being in the City of Richmond, Virginia, being designated as Lot 24, Block 3, on map of 15th Street Addition as shown on plat recorded in Plat [Book 3, Page 11](#), Clerk's Office, Circuit Court, Chesterfield County, Virginia and in accordance with said plat more fully described as follows:

COMMENCING at a point on the eastern line of 15th Street in a southerly direction 694.9 feet from the intersection of the eastern line of 15th Street with the southern line of Maury Street, thence running and fronting in a southerly direction on the eastern line of 15th Street 28.18 feet, thence from said front running back in an easterly direction between lines parallel or nearly so, 143 feet along the southerly line and 138 feet along the northerly line to Goose Creek.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from James A. Wood and Peggy M. Wood, his wife, dated January 5, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 455](#).

Tract 4:

ALL those certain lots or parcels of land lying and being in the City of Richmond, Virginia, designated as Lots 25 and 26, Block 3, on the Plan of 15th Street Addition, made by D. F. LaPrade and Bro., Surveyors, dated January 14, 1909 and duly recorded in the Clerk's Office, Circuit Court, Chesterfield County Virginia in Plat [Book 3, Page 11](#), each of said lots fronting 28.18 feet on the east line of 15th Street and running back between parallel lines in an easterly direction, the northerly line of Lot 25 having a length of 143 feet, more or less, and the southerly line of Lot 26 having a length of 151 feet, more or less.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from James A. Wood and Peggy M. Wood, his wife, dated January 5, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 455](#).

Tract 5:

ALL that certain lot or parcel of land in the City of Richmond, Virginia, fronting 28.18 feet on the east line of 15th Street, between Maury and Dinwiddie Streets, and running back from said front between parallel lines, 151 feet on its north line and 156 feet on its south line, to a ditch in the rear, and being designated as Lot No. 27, in Block 3, on the Plan of 15th Street Addition, made by D. F. LaPrade & Bro., dated January 14, 1909, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), to which plan reference is made for a more particular description of said lot.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from James A. Wood and Peggy M. Wood, his wife, dated January 5, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 455](#).

Tract 6:

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

That certain lot of land commonly known as Street No. 626 East 15th Street, lying and being in the City of Richmond, Virginia, described as Lot 28, Block 3, on the Plan of 15th Street Addition, a plat of which is of record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronting 28.18 feet on the east line of 15th Street.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from A. L. Huband and Thelma V. Huband, his wife, and John W. Richardson and Murphy Richardson, his wife, dated November 21, 1967, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 333, Page 462](#).

Tract 7:

That certain lot of land commonly known by Street No. 628 East 15th Street, lying and being in the City of Richmond, Virginia, described as Lot 29, Block 3, on the Plan of 15th Street Addition, a plat of which is of record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronting 28.18 feet, more or less, on the east line of 15th Street and running back between parallel lines to a ditch, the northern of said lines being 163 feet in length, and the southern of said lines being 170 feet in length.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from A. L. Huband and Thelma V. Huband, his wife, and John W. Richardson and Murphy Richardson, his wife, dated November 21, 1967, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 333, Page 462](#).

Tract 8:

All that certain lot of land, lying and being in the City of Richmond, Virginia, being the western 19.64 feet of Lot 30, Block 3, Plan of 15th Street Addition, a plat of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronting 19.64 feet on the eastern line of 15th Street and extending back between irregular lines a distance of 170 feet, more or less.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from A.L. Huband and Thelma V. Huband, his wife, dated January 4, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 335, Page 276](#).

Tract 9:

All that certain lot of land known by street number 638 East 15th Street, lying and being in the City of Richmond, Virginia, being a part of Lot 30 and Lot 31 in the Plan of 15th Street Addition, described as follows:

Commencing at a point on the north line of 15th Street 883.62 feet east of the east line of Maury Street, thence eastwardly along and fronting on the north line of 15th Street 30 feet and extending back northwardly between parallel lines 175 feet, more or less on the west line and 180 feet, more or less, on the east line to the center of Goose Creek on which the property abuts 30.41 feet, more or less.

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority Doctor Elliotte and Mildred Turner dated November 25, 1967, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 453](#).

Tract 10:

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

All that certain lot of land known by Street No. 640 East 15th Street, lying and being in the City of Richmond, Virginia, described as follows:

BEGINNING on the east line of 15th Street 914.62 feet south of Maury Street, extending southwardly along the east line of 15th Street and fronting thereon 18.0 feet, and extending back between lines, the northern being 180 feet, more or less and the southern being 185 feet, more or less, to a branch in the rear of which it abuts 18.68 feet. Consisting of 6.72 feet of Lot 31 and 11.28 feet of Lot 32, Block 3, Plan of 15th Street Addition.

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Katie Bell Carter, widow, and Douglas Whitehead, widower, dated November 6, 1967, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 332, Page 180](#).

Tract 11:

ALL that certain lot of land commonly known by Street No. 642 East 15th Street, lying and being in the City of Richmond, Virginia, being part of Lot 32, Block 3, Plan of 15th Street Addition, plat of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), further described as follows:

BEGINNING at a point on the east line of 15th Street 932.62 feet south of Maury Street; thence southwardly and fronting on the east line of 15th Street 16.90 feet, and extending back between parallel lines, the northern line being 185 feet, more or less, and the southern line being 190 feet, more or less, to a branch in the rear on which it abuts 17.62 feet, more or less.

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Douglas Whitehead, widower, dated October 16, 1967, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 332, Page 120](#).

Tract 12:

ALL that lot of land in the City of Richmond, Virginia, being Lot 33, in Block 3, on the Plan of 15th Street Addition, described as:

BEGINNING at a point on the east line of 15th Street 948.5 feet south of the south line of Maury Street, thence running southwardly along and fronting on the east line of 15th Street 28.18 feet and extending back between parallel lines 197 feet on the south and 190 feet on the north line of Goose Creek.

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Ada Booker Foster, widow, Norma Foster Reed, Edward Reed, her husband, Edith Foster, unmarried, Gary L. Foster, Jr. and Elizabeth Foster, his wife, Asakiah Foster Small and David Small, her husband, dated February 7, 1948, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 335, Page 254](#).

Tract 13:

Those certain lots of land in the City of Richmond, Virginia, designated as Lots Nos. 34 and 35 in Block 3, on the Plan of 15th Street Addition, made by D.F. LaPrade & Bro., Surveyors, dated January 14, 1909, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lots front together 56.36 feet on the east line of 15th Street and extend back between parallel lines to Goose Creek, a distance of 197 feet on the northern line and 218 feet on the southern line.

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority, a political subdivision of the Commonwealth of Virginia, by deed from Joseph L. Samuels and Elise Samuels, his wife, dated February 20, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 335, Page 453](#).

Tract 14:

ALL that lot of land in the City of Richmond, Virginia being Lot 36, in Block 3 on the Plan of 15th Street Addition, made by D.F. LaPrade and Bros., Surveyors, dated January 14, 1909, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronts 28.18 feet on the east line of 15th Street and runs back between parallel lines to a creek in the rear.

BEING a portion of the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Charles J. Keck and Eileen N. Keck, his wife, dated February 21, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 336, Page 223](#).

Tract 15:

ALL that certain lot of land commonly known by Street No. 656 East 15th Street, lying and being in the City of Richmond, Virginia, designated as Lot 37, in Block 3, on the Plan of 15th Street Addition, fronting 28.18 feet on the east line of 15th Street, and running back between parallel lines 200 feet, more or less.

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Julian Sutton, widower, dated January 22, 1968, recored in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 458](#).

Tract 16:

That certain lot or parcel of land, lying and being in the City of Richmond, Virginia, designated as Lot 38 on the plan of 15th Street Addition, made by D.F. LaPrade & Bros., Surveyors, January 14, 1909 and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat [Book 3, Page 11](#), said lot fronting twenty-eight (28) feet and 18/100 feet on the east line of 15th Street and running back between parallel lines to a branch in the rear. The southern line being two hundred sixty (260) feet and the northern line being two hundred and forty-six feet (246).

BEING the same real estate conveyed to Richmond Redevelopment & Housing Authority by deed from Ellen Brewer, widow, dated January 12, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 334, Page 409](#).

Tract 17:

ALL that certain lot of land in the City of Richmond, Virginia, being that portion of Lot 39, Block 3, 15th Street Addition north of a line 10.00 feet and parallel to the center line of the Seaboard Coast Line Railroad Company spur.

BEING a portion of the same real estate conveyed to Richmond Redevelopment and Housing Authority by deed from Seaboard Coast Line Railroad Company, formerly Seaboard Air Line Railroad Company, a Virginia corporation, dated May 24, 1968, recorded in the Clerk's Office, Hustings Court, Part II, City of Richmond, Virginia in Deed [Book 339, Page 520](#).

LESS AND EXCEPT from the above described parcels of land the following piece or parcel of land described as "Being situated on the east line of 15th Street between Dinwiddie Avenue and Maury Street shown enclosed in red lines on the

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

plan on file in the Office of the Department of Public Works of the City of Richmond, Virginia entitled 'Proposed Widening of 15th Street between Maury Street and Dinwiddie Avenue' and marked "Drawing No. N-17751". as was conveyed to the City of Richmond, Virginia by deed from Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia dated December 11, 1970, recorded January 25, 1972 in the Clerk's Office, Circuit Court, City of Richmond, Part II, Virginia in Deed [Book 392, Page 414](#)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 01262-10705

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Receipt of satisfactory Owner's Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on the captioned premises within the 123 days prior to settlement.
6. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
  - a. Warranty deed from Richmond Redevelopment and Housing Authority, also known of record as Richmond Redevelopment & Housing Authority, vesting fee simple title in City of Richmond Department of Parks and Recreation.
  - b. To Be Determined.
7. Resolution of Richmond Redevelopment and Housing Authority, also known of record as Richmond Redevelopment & Housing Authority, to sell subject properties.
8. Parcel I 2022 Tax Assessment Information: Part Lots 13-18 Block 3, 0.331 acre, City of Richmond, Virginia - Land: \$36,000.00; Improvements: \$0.00; Total: \$36,000.00. Tax Map No./GPIN No.: S0000226012. Amounts and Due Dates: First half due January 14 in the amount of \$Exempt. Second half due June 14 in the amount of \$Exempt. Taxes are exempt through 2022. Taxes delinquent: None. NOTE: TAX INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY. CONFIRM INFORMATION WITH LOCAL TAX AUTHORITY.
9. Parcel II 2022 Tax Assessment Information: Prts Lot 1-5, Block 3, 0.2615 acre, City of Richmond, Virginia - Land: \$36,000.00; Improvements: \$0.00; Total: \$36,000.00. Tax Map No./GPIN No.: S0000226001. Amounts and Due Dates: First half due January 14 in the amount of \$Exempt. Second half due June 5 in the amount of \$Exempt. Taxes are exempt through 2022. Taxes delinquent: None. NOTE: TAX INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY. CONFIRM INFORMATION WITH LOCAL TAX AUTHORITY.
10. Parcel III 2022 Tax Assessment Information: Lots 19-40, 15th Street Addition, 1.819 acre, 1421 Dinwiddie Avenue, City of Richmond, Virginia - Land: \$480,000.00; Improvements: \$0.00; Total: \$480,000.00. Tax Map No./GPIN No.: S0000229019. Amounts and Due Dates: First half due January 14 in the amount of \$Exempt. Second half due June 14 in the amount of \$Exempt. Taxes are exempt through 2022. Taxes delinquent: None. NOTE: TAX INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY. CONFIRM INFORMATION WITH LOCAL TAX AUTHORITY.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

NOTE: THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

11. Such additional requirements and/or exceptions that the Company may deem necessary upon a full disclosure of all facts in the captioned transaction and upon a review of all documents.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 01262-10705

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

With regard to Items 1-6 above: Item 1 is to be deleted upon the completion of a title examination update and the recordation of Schedule B-I required documents. Items 2 and 5 are to be deleted upon the receipt of a satisfactory executed Owner's Affidavit/Commercial Affidavit. Items 3 and 4 are hereby deleted. Item 6 is hereby deleted.

7. Taxes subsequent to the year 2022, not yet due and payable.
8. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not represent or insure the area, square footage, or acreage of the land.
9. Drainage easement granted to the City of Richmond by instrument dated July 7, 1987, recorded in Deed [Book 144, Page 1429](#), as shown on the Plat of survey made by Cardinal Civil Resources dated October 6, 2022, entitled "PLAT SHOWING BOUNDARY SURVEY OF PROPERTY OF RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY PARCEL ID (S000022601, S0000226012, S0000229019 CITY OF RICHMOND, VIRGINIA)", (the "Survey").
10. Easement granted to Virginia Electric and Power Company by instrument dated December 17, 1969, recorded in Deed [Book 355, Page 181](#).
11. Easement granted to Verizon-Virginia, Inc. by instrument dated February 6, 2009, recorded as Instrument [No.](#)

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VA ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

[090005492.](#)

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File No. 01262-10705

VA ALTA Commitment For Title Insurance Schedule 8-1-16

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

12. Goose creek forms the rear lot lines of all parcels as shown on the plat recorded in Plat [Book 3, Page 11](#). Rights of others thereto entitled in and to the continued uninterrupted flow of said creek.
13. Declaration of Covenants, Conditions and Restrictions dated May 14, 2014, recorded as Instrument [No. 140008857](#).
14. In addition to the above, the Survey shows: a. center of dry creek bed forms rear property lines; b. 8 foot dirt road crosses Parcel S0000229019. Rights of others thereto entitled in and to the use of said dirt road; c. overhead utility lines cross Parcel S0000229019; d. four (4) foot chain link fence crossing Parcel S0000228001 located within drainage easement.

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056