

INTRODUCED: July 7, 2025

AN ORDINANCE No. 2025-162

To grant a conservation and open-space easement on the property known as 501 South 14th Street, 501 1R South 14th Street, 505 South 14th Street, 508 South 14th Street, and a portion of 503 South 14th Street, each a portion of the property known as Mayo’s Island, to the Capital Region Land Conservancy, Inc. and the Virginia Department of Conservation and Recreation.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 28 2025 AT 6 P.M.

WHEREAS, the City, as owner of the property known as 501 South 14th Street, 501 1R South 14th Street, 505 South 14th Street, 508 South 14th Street, and a portion of 503 South 14th Street, each a portion of the property known as Mayo’s Island, desires to grant a conservation and open-space easement in accordance with the Virginia Conservation Easement Act, Va Code Ann. §§ 10.1-1009—10.1-1016.1, and the Open-Space Land Act, Va Code Ann. §§ 10.1-1700—10.1-1705.1;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

AYES: 9 NOES: 0 ABSTAIN: _____

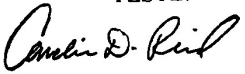
ADOPTED: JUL 28 2025 REJECTED: _____ STRICKEN: _____

§ 1. That the City, as grantor, hereby grants a conservation and open-space easement on the property known as 501 South 14th Street, 501 1R South 14th Street, 505 South 14th Street, 508 South 14th Street, and a portion of 503 South 14th Street, each a portion of the property known as Mayo's Island, to the Capital Region Land Conservancy, Inc. and the Virginia Department of Conservation and Recreation, as grantees.

§ 2. That such conservation and open-space easement shall be substantially in the form of the Deed of Conservation and Open-Space Easement attached to and incorporated into this ordinance and shall be approved as to form by the City Attorney.

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

A TRUE COPY:
TESTE:


Carolin D. Reed
City Clerk



City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: June 30, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Sharon Ebert, Acting Chief Administrative Officer

THROUGH: Amy Popovich, Deputy Chief Administrative Officer – Human Services

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

RE: Placing the real properties known as 501, 501 1R, 503, 505 and 508 South 14th Street, the City-owned parcels of the property known as Mayo's Island, under a conservation and open-space easement.

ORD. OR RES. No. _____

PURPOSE: To grant a conservation and open-space easement on the property known as 501 South 14th Street, 501 1R South 14th Street, 503 South 14th Street, 505 South 14th Street and 508 South 14th Street, each a portion of the property generally known as Mayo's Island, to the Capital Region Land Conservancy, Inc. and the Virginia Department of Conservation and Recreation.

BACKGROUND: The subject property is the City-owned parcels of Mayo's Island. Mayo's Island sits within the James River at the bottom of the river's fall line and is bounded on the left and right banks by the Northside and Southside levees systems, respectively. The City's intention is to convert Mayo's Island from private use to public parkland as part of the James River Park System. Adding the parcels into a conservation easement is one of the requirements for the City of Richmond to recoup \$7.5 million in grant funding from the Virginia Department of Conservation and Recreation's Community Flood Preparedness Fund (CFPF) and \$1.5 million through the Virginia Community Land Fund.

PRCF is prepared for the ongoing maintenance after the acquisition of this property.

COMMUNITY ENGAGEMENT: Not applicable.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: James River Park System Master Plan; Richmond Riverfront Plan, Richmond 300.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Department of Public Utilities

FISCAL IMPACT / COST: There are no upfront costs associated with this property being placed under a conservation and open-space easement. However, if the easement is not established, the city would not be able to recoup \$9 million in grant funds that was used to purchase the parcels.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 23, 2025

CITY COUNCIL PUBLIC HEARING DATE: July 28, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

AFFECTED AGENCIES: Department of Parks, Recreation and Community Facilities

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2023-124 (paper to acquire Mayo Island parcels) and Ordinance No. 2023-123 (paper to accept CFPF grant funds)

ATTACHMENTS: Exhibit A – Conservation and Open-Space Easement

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

NOTE TO TITLE EXAMINERS: This perpetual 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.

When recorded, please return to:
Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attn: Real Property Manager

Title Insurance: **TBD**

Consideration: \$9,000,000.00

Tax Map Numbers: E0000095001, E0000096015, E0000095005, E0000095010, E0000095003

Exempted from recordation taxes under § 58.1-811(A)(3) and § 58.1-811(C)(4) of the Code of Virginia (1950), as amended, and from Circuit Court Clerk's Fees under §§ 17.1-266 and 17.1-279(E)

DEED OF CONSERVATION AND OPEN-SPACE EASEMENT

Mayo's Island Property **City of Richmond, Virginia**

THIS DEED OF CONSERVATION AND OPEN-SPACE EASEMENT ("Deed of Easement") is dated this ____ day of _____, 2025, and effective as of the Effective Date, by **CITY OF RICHMOND**, a municipal corporation and subdivision of the Commonwealth of Virginia ("**Grantor**"), the **CAPITAL REGION LAND CONSERVANCY, INC.**, a non-profit corporation, incorporated in the Commonwealth of Virginia ("**Grantee CRLC**") whose address is Post Office Box 17306, Richmond, Virginia 23226 and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF CONSERVATION AND RECREATION** ("**Grantee DCR**") whose address is 600 East Main Street, 24th Floor, Richmond, Virginia 23219 (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors or assigns; CRLC and DCR are collectively referred to herein as the "Grantees").

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in the City of Richmond, Virginia, containing approximately 14.5 acres of that island located in the James River known as "Mayo's Island," which property is more particularly described below and identified as Parcels A, B, C, D, and E in that survey titled "ALTA/NSPS LAND TITLE SURVEY SHOWING 6 PARCELS OF LAND LYING EAST AND WEST OF 14TH STREET, CONTAINING 15.2± ACRES AND KNOWN AS MAYO ISLAND", dated June 28, 2023 and revised September 11, 2023, prepared by Timmons Group, and attached to this Deed of Easement as **Exhibit A** (the "**Property**"), having acquired the Property by deed dated January 5, 2024, from Mayo's Island, L.C., recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia (the "**Clerk's Office**") as Instrument Number 240000256. (the "**Deed**"). The Property does not include the parcels of land identified as Parcel ID E0000095015, acquired by Grantor by deed dated January 5, 2024 and recorded as Instrument Number 240000258 in the Clerk's Office ("City Inholding"), and Parcel ID E0000096013, acquired by Louis A. Heindl and Virlinda U. Heindl by deed recorded in the Clerk's Office in Deed Book 684A at Pages 609 (the "Private Inholding").

R-2 Grantor is the recipient of a grant award in the amount of \$7,500,000 (the “**CFPF Funds**”) from the Virginia Community Flood Preparedness Fund (“**CFPF**”), as administered by the Virginia Resources Authority (“**VRA**”), a public body corporate and subdivision of the Commonwealth of Virginia, pursuant to grant agreement CFPF-22-03-53-S (the “**CFPF Agreement**”). The CFPF Funds, to be paid following recordation of this Deed of Easement, will partially reimburse Grantor for Grantor’s fee-simple acquisition of the Property for the purposes of removing its impervious land development and converting it to publicly accessible natural open space as described in a “**Site Restoration Plan**” approved by the Department of Conservation and Recreation, Floodplain Management Program, by letter dated June 30, 2025, as required under the CFPF Agreement, which plan Grantor has signed concurrently with its execution of this Deed of Easement. The CFPF Funds include funding for acquisition and conservation of the Property and constitute 61.3 percent (%) of the appraised value of the Property, as set forth below. The CFPF Agreement requires, among other things, that the Property be dedicated in perpetuity as open-space land under the Open-Space Land Act (Virginia Code §§ 10.1-1700 to 10.1-1705) and be conserved for the purposes of flood resilience.

R-3 Grantee CRLC is the recipient of grant funds in the amount of \$1,500,000 (the “**VLCF Funds**”) awarded through the Virginia Land Conservation Foundation (“**VLCF**”) established under Virginia Code § 10.1-1017 *et seq.*, pursuant to the VLCF Contractual Agreement for Grant Funding, Project Number VLCF – 318 (23), effective as of December 31, 2022 (the “**VLCF Grant Agreement**”). Such amount includes funding for acquisition and conservation of the Property and constitutes 12.3 percent (%) of the appraised value of the Property in the amount of \$12,230,000. The VLCF Grant Agreement requires, among other things, that a perpetual open-space easement be placed on the Property. Additionally, the future use and disposition of the Property is subject to the VLCF grant program requirements found in the VLCF Grant Manual for the FY23 Program Year, adopted July 12, 2022.

R-4 Grantor and Grantees desire to protect in perpetuity the open-space, historic, scenic and natural values of the Easement Area within the Property, as defined below (the “**Easement Area**”), which values are listed on **Exhibit B** attached hereto (the “**Conservation Values**”), by restricting the use of the Easement Area pursuant to the terms and conditions of this Deed of Easement, and in consideration of a portion of the funds, Grantor desires to grant and convey to Grantees, and Grantees are willing to accept, a perpetual open-space easement over the Easement Area, all as more particularly set forth herein.

R-5 The Property includes five out of seven parcels of real property on an island in the James River and includes approximately 4,732 linear feet of shoreline (the sixth parcel being the City Inholding and seventh parcel being the Private Inholding). The James River flows into the Chesapeake Bay approximately 110 miles downstream from the Property. The riparian buffers required by this open-space easement ensure the existence of and protection of woodlands and shoreline wildlife habitat in an intensely developed area, which helps protect the water quality of the James River and the downstream Chesapeake Bay.

R-6 The purposes of this Deed of Easement (the “**Conservation Purpose**,” defined in Article II, Section 2.1 below) include public access and the protection of the wetlands and shoreline ecosystem values of the Property in perpetuity. As sea level rises, water is projected to overtake a portion of the Property in the future, bringing wetlands onto the Property and shifting the Mean Low Water line, marking the Property’s boundary. This Deed of Easement does not prohibit shoreline migration. It helps facilitate an uninterrupted migration of the shoreline through the required demolition of structures and naturalization of the land when the water and shoreline ecosystems encroach upon the structures on the Property.

R-7 The Property is located within the Federal Emergency Management Act (“**FEMA**”) designated Regulatory Floodway. The permitted activities herein are designed to maintain or lower the Base Flood Level of the James River at the Property, as further defined below.

R-8 The Property is within the Chesapeake Bay watershed, and limitation of development, and removal of existing structures on the Property will help to protect and improve the water quality of the Chesapeake Bay and its watershed, and to serve the goals of the multi-jurisdictional 2014 Chesapeake Bay Watershed Agreement, and the goals of the Chesapeake 2000 Agreement, in which the Governor of the Commonwealth of Virginia and the Administrator of the United States Environmental Protection Agency acknowledged “that future development will be sustainable only if we protect our natural and rural resource land, limit impervious surfaces, and concentrate new growth in existing population centers”. A goal of the Chesapeake 2000 Agreement is to “expand the use of voluntary and market-based mechanisms such as easements...to protect and reserve natural resource lands”. The water resource protections required by this Deed of Easement help to protect water quality in the Chesapeake Bay Watershed.

R-9 Grantee DCR is entering into this Deed of Easement pursuant to the authority granted under Virginia Code §§ 10.1-1700 through 10.1-1705.1, as amended (the “**Open-Space Land Act**”), as the easement co-holder.

R-10 Grantee CRLC is entering into this Deed of Easement pursuant to the authority granted under Virginia Code § 10.1-1009 through 10.1-1016.1, as amended (the “**Virginia Conservation Easement Act**”), as the easement co-holder.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantees a conservation and open-space easement in gross over, and the right in perpetuity to restrict the use of, the Easement Area within the Property. The Property is described below, to-wit:

All that land located in the City of Richmond, Virginia commonly known as 501 S. 14th Street, 508 S. 14th Street, 503 S. 14th Street, 501 1R S. 14th Street, and 505 South 14th Street, respectively identified as Parcels A, B, C, D, and E in, and more particularly described and shown in that plat titled “ALTA/NSPS LAND TITLE SURVEY SHOWING 6 PARCELS OF LAND LYING EAST AND WEST OF 14TH STREET, CONTAINING 15.2± ACRES AND KNOWN AS MAYO ISLAND”, dated June 28, 2023 and revised September 11, 2023, prepared by Timmons Group and recorded in the Clerk’s Office of the City of Richmond as Instrument Number 240000256.

The Easement Area shall include all of the Property less and except the area Grantor dedicates as public right-of-way (the “**South 14th Street Area**”) to accommodate any realignment of the public right-of-way on Mayo’s Island known as “US Route 360” or South 14th Street (“**South 14th Street**”), but, unless Grantees otherwise approve in writing, such exception shall not apply if the total acreage of the South 14th Street Area exceeds the following: total acreage of right-of-way dedicated for South 14th Street at the time of the Effective Date plus total acreage of the feature labeled “50’ Street” and shown as bounding portions of Parcels A, C, and E on Exhibit A.

In the event of a realignment of South 14th Street, and following the opening of all public travel ways and other necessary improvements associated with such realignment, Grantor agrees that all property previously dedicated as right-of-way for South 14th Street that is not included within the South 14th Street Area shall become part of the Easement Area, but only to the extent that such property remains the property of Grantor.

ARTICLE I: EASEMENT AND DESIGNATION

1.1 EASEMENT: Grantor hereby GRANTS and CONVEYS to Grantees a perpetual conservation and open-space easement in gross over, and the right **IN PERPETUITY** to restrict the use of, the Easement Area, all as more particularly set forth in this Deed of Easement, together with the right of ingress and egress over the Easement Area (collectively, the “**Easement**”), except that such right of ingress and egress shall be subject to all rights and authority of the City of Richmond to operate and control its public rights-of-way.

1.2 DESIGNATION AS OPEN-SPACE: Grantees, by acceptance of this Deed of Easement, hereby designate the Easement Area to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

1.3 EFFECTIVE DATE: The date upon which this Deed of Easement is recorded in the Clerk’s Office shall be the effective date hereof (the “**Effective Date**”).

ARTICLE II: PURPOSE AND CONDITION OF THE PROPERTY

2.1 PURPOSE: In accordance with the Open-Space Land Act and the Virginia Conservation Easement Act, the purpose of the Easement is to preserve and protect the Conservation Values in perpetuity by (i) restricting the development, alteration, and use of the Easement Area, (ii) allowing for natural processes, including sea level rise and use as a natural floodplain, to alter the uses of the Easement Area, (iii) public access for outdoor recreation, and (iv) providing for the enforcement of those restrictions.

2.2 CONDITION OF EASEMENT AREA: From and after the Effective Date, the Easement Area shall function to preserve and protect the Conservation Values in the same or a better manner than as documented in the Baseline Documentation Report dated [REDACTED] (the “**BDR**”), except for force majeure or changes or modifications permitted under this Deed of Easement, and the parties hereby agree that compliance with the terms of this Deed of Easement shall suffice to ensure the Easement Area will so function. The BDR contains, among other items, (i) a written report describing the Property, and (ii) aerial, topographic, and photo point maps and photographs in support of the written report. Grantor hereby acknowledges that it has received a copy and accepts the findings of the BDR. Additional copies of the BDR shall be stored permanently at the offices of Grantees or such other location as Grantees may determine. The BDR is hereby incorporated by reference into this Deed of Easement and may be used in determining compliance with and enforcing the terms of this Deed of Easement. The parties hereby acknowledge that the BDR contained in the files of Grantees is an accurate representation of the Property and contains a statement signed by Grantor and representatives of Grantees. Grantees represent that they have conducted all necessary due diligence for the BDR.

2.3 NO DIVISION: As of the Effective Date, the Property consists of five (5) tax parcels, and for the purposes of this Easement shall be considered as one (1) tract. The Easement Area within the Property shall not be divided or subdivided and shall not be conveyed in fee other than as a single tract. For purposes of this Deed of Easement, “divided” includes, without limitation, creating a subdivision plat, judicial partitioning, testamentary partitioning, or pledging for debt a portion of the Easement Area, but shall not include any establishment of public right-of-way within the Property deemed reasonable by Grantor and the Virginia Department of Transportation.

ARTICLE III:
LIMITATIONS ON USES OF AND
CONVEYANCES OF INTERESTS IN THE PROPERTY

3.1 ACTIVITIES AND USES: From and after the Effective Date, Grantor's activities on and uses of the Easement Area shall comply with the terms of this Deed of Easement. Activities on and uses of the Easement Area shall also comply with the Site Restoration Plan, as it may be amended by Grantor and approved by DCR's Floodplain Management Program, or otherwise comply with Grantor's floodplain ordinance. The Site Restoration Plan describes the Grantee DCR's approach to flooding and meets the following resiliency criteria: (i) it is project-based focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps. Grantor and Grantees agree to amend and approve the Site Restoration Plan as appropriate to allow and account for establishment of public right-of-way within the Property that occurs after the Effective Date. Because Grantor and Grantees anticipate changes to the Site Restoration Plan over time, all references to the Site Restoration Plan in this Deed of Easement shall refer to the most recently approved version of the Site Restoration plan.

Without limiting the restrictions set forth in this Deed of Easement, but subject to permitted exceptions set forth in this Deed of Easement, the following activities on and uses of the Easement Area are prohibited:

- (a) Any permanent activities which will cause a rise in the **"Base Flood Elevation"** of the Easement Area above 45.5 feet, as shown on that version of Grantor's flood insurance map effective July 8, 2025. All permanent structures and permanent activities authorized in the Easement Area by this Deed of Easement will require a **"No-Rise Certification"** and in the manner required by applicable law. All such permanent structures and activities shall comply with Grantor's floodplain ordinance and be approved by a floodplain manager certified by the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>), as evidenced by a Certificate of Approval by Certified Floodplain Manager. Base Flood Elevation is defined as the height, in relation to North American Vertical Datum of 1988 (NAVD88), (or other datum, where specified) of floods with an expected frequency equal or exceeding 1% annual chance. The parties agree that upon the Effective Date of this Conservation Easement, the Base Flood Elevation is 45.5 feet'.
- (b) Development, as defined in the Code of Federal Regulations, Title 44, Chapter 1, Subchapter B, Part 59, Subpart A, § 59.1, including without limitation the following: (i) strip, surface, or subsurface mining (including the extraction or removal of gravel or similar materials, whether or not deemed "minerals" under the laws of the Commonwealth); (ii) drilling for oil or natural gas; (iii) dredging on or from the Easement Area, except for temporary dredging-related activities associated with boat launches and fishing nodes; and (iv) the creation of any ponds. The permanent alteration of the Easement Area for compensatory flood storage, however, may be permitted by Grantee DCR if in accord with the standards of Section 3.1(c)(ii) below.
- (c) Industrial and commercial activities, with the exception of the following:

- (i) Activities, including public access, that (A) can be, and in fact are, conducted within permitted buildings and structures, or which further outdoor recreation, and (B) are consistent with the conservation purposes of this Deed of Easement and do not impair the Conservation Values.
- (ii) Activities to restore or enhance wetlands or streams or to restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, living shoreline construction, wetland and stream mitigation, compensatory flood storage, biological carbon sequestration and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purpose of or the restrictions set forth in this Deed of Easement, and that prior, written approval for same shall have been obtained from Grantees. Grantees are not responsible for monitoring any such activities and have no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to required approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom.
- (iii) Non-mechanized, non-intensive, low impact, or passive recreational uses that are consistent with the conservation purposes of this Deed of Easement and do not impair the Conservation Values.
- (iv) Natural resource-based educational, scientific, or recreational activities that are consistent with the conservation purposes of this Deed of Easement and do not impair the Conservation Values.
- (v) Activities required by the Virginia Department of Transportation ("VDOT") or the City of Richmond, or other permitting agencies, to operate, repair, replace, maintain, or improve South 14th Street, including the bridge currently known as the 14th Street Bridge(s) over the James River and any replacement of such bridge, notwithstanding any term of the Site Restoration Plan to the contrary.
- (vi) Subject to the Collective Footprint in Section 3.3(b), activities to remove impervious surfaces and convert the Property to a park site or natural area with public access as described in the Site Restoration Plan.

3.2 IMPROVEMENTS: Except as specifically set forth in this Deed of Easement, no new buildings, structures, roads, or utilities are permitted within the Easement Area. All improvements shall be subject to the restrictions set forth in this ARTICLE III.

(a) Dwellings and Structures:

- (i) Dwellings. Dwellings are prohibited within the Easement Area.
- (ii) Non-Residential Structures. Non-residential structures that support or enhance educational, scientific, or recreational activities shall be permitted within the Easement Area as shown in the Site Restoration Plan. No new structures within the Easement Area shall cause a rise in the Base Flood Elevation of the Easement Area. Structures existing within the Easement

Area that are not permitted under this Deed of Easement shall be demolished according to the Impervious Surface Removal and Property Naturalization Schedule in **Exhibit C**.

- (b) **Viewshed.** No new permitted structure described in Section 3.2 (a)(ii) above may exceed thirty-five (35) feet in height.
- (c) **Boat Launches and Fishing Nodes.** Boat launch sites and shore fishing nodes may be developed in accordance with the Site Restoration Plan, and as allowed within the Riparian Buffer and permitted in Section 3.6.
- (d) **Roads, Driveways and Parking Areas.** All pervious and impervious vehicular roads, driveways, and parking areas may be developed in accordance with the Site Restoration Plan. Parking areas shall be subject to the Collective Footprint limits in Section 3.3(b).
- (e) **Trails.** New foot trails may be constructed for hiking or maintenance of the Easement Area as approved in the Site Restoration Plan and in accordance with the City of Richmond's Department of Parks and Recreation's standard trail construction protocols.
- (f) **Utilities.** Public utilities, whether publicly or privately owned, (i) existing as of the Effective Date, of which Grantor's are shown on **Exhibit D** attached to this Deed of Easement, or (ii) to be constructed to serve permitted structures or activities on the Property, or (iii) as authorized by any third-party's easement or other third-party interest in the Property existing as of the Effective Date, are permitted within the Easement Area.
- (g) **Signs.** No new billboards or other signs may be displayed within the Easement Area except for signs that relate to access and interpretation of the Property, permitted activities thereon, and visitor safety. No sign shall exceed thirty-two (32) square feet in size. No signs shall directly face the James River, except for non-illuminated interpretive or wayfinding/directional signs, non-illuminated signs concerning the water health of the James River, and non-illuminated signs relating to visitor safety. No restriction stated above shall prevent the installation of regulatory signs or signs required by law. Existing billboards and signs not in compliance with the above specifications must be removed within one year after the end of their current lease term, which term shall not be renewed. A list of existing billboard leases is provided in **Exhibit E**.
- (h) **Lighting.** All lighting located within the Easement Area shall be in compliance with either the Fixture Seal of Approval standards of the International Dark Sky Association or the Community Friendly Lighting standards of the Smart Outdoor Lighting Alliance, or another appropriate standard that Grantee approves in writing as either (i) being consistent with and at least as protective of the Conservation Values of the Easement Area as either of above-identified standards or (ii) necessary to ensure the safety of public visitors to the Easement Area.
- (i) **Bridges.** The bridge currently known as 14th Street Bridge(s) over the James River and any replacement of such bridge, and necessary improvements appurtenant to such bridge, shall be permitted.

3.3 CONSTRUCTION AND MAINTENANCE:

- (a) Grantor shall have the right to construct and use any improvement permitted in Section 3.2 and to repair, maintain, renovate, expand, remove, and replace any such permitted improvement, including reconstruction or representation of non-industrial historic structures, subject to the limitations set forth in this Deed of Easement.
- (b) The “**Collective Footprint**” means the aboveground area measured in square feet of the buildings, structures and parking areas set forth in Section 3.2 and all other impervious surfaces, **excluding** (i) pedestrian-oriented linear surfaces such as trails and sidewalks, and (ii) existing billboards, bridge piers, river walls, and rip rap, as shown in the BDR. The Collective Footprint at the Effective Date of this Easement is approximately 290,353 square feet. The Collective Footprint as of full implementation of the Site Restoration Plan shall not exceed 65,000 square feet, except that if Grantor can demonstrate that an increase in the Collective Footprint would result in increased protection of the Conservation Values, the Grantees may, but shall not be obligated to, approve such increase.
- (c) If any improvement within the Easement Area is destroyed or damaged by causes beyond Grantor’s reasonable control, including without limitation, by fire, flood, storm, earth movement, or other acts of God, Grantor shall have the right, but not the obligation, under this Deed of Easement to rehabilitate or reconstruct such improvement, amenity, or feature in its original location and to match its original form. Such rehabilitation or reconstruction shall only be permitted if it is in accordance with plans compliant with all terms of this Deed of Easement, as confirmed in writing by Grantees in advance.
- (d) Grantor shall not undertake any construction, land use zoning or development activity within the Easement Area for a project not already shown on the Site Restoration Plan without first obtaining Grantee DCR’s written approval for such activity. Furthermore, because activities on the Property may impact the Base Flood Elevation of the Easement Area, Grantor shall not undertake, approve or allow any of the following activities on the Property without first obtaining Grantee DCR’s written approval: construction, land use zoning or development of or for a feature not already shown on the Site Restoration Plan that Grantor also has the right to prevent or prohibit, and of which activity Grantor has actual advance knowledge.

3.4 GROUND DISTURBING ACTIVITIES: “Ground Disturbing Activities” means activities that, if performed, would cause a manmade change to the topography of the ground surface and shall include without limitation clearing, grading, excavation, blasting, filling, and earth removal. Except as may be necessary for construction and maintenance of permitted improvements, compensatory flood storage, or exercise of any other permitted activity or use under this Deed of Easement, or for any required stormwater facilities, Ground Disturbing Activities are prohibited within the Easement Area. Notwithstanding the above, *de minimis* ground disturbance for bona fide archaeological investigations under the supervision of a professionally qualified archaeologist is permitted within the Easement Area subject to plans approved in writing in advance by Grantees,

which approval Grantees shall not unreasonably withhold, condition, or delay. All Ground Disturbing Activities permitted in the Easement Area by this Deed of Easement shall be subject to the restrictions set forth in Sections 3.1, 3.6, and 3.7 of this Deed of Easement and shall comply with the Site Restoration Plan, and any Ground Disturbing Activities in the Easement Area that would not be necessary to implement a feature shown on the Site Restoration Plan shall not be permitted without Grantees' prior written approval. Additionally, because activities on the Property may impact the Base Flood Elevation or grade elevation of the Easement Area, Grantor shall not undertake, approve or allow the following Ground Disturbing Activity on the Property without first obtaining Grantee DCR's written approval: any Ground Disturbing Activity not necessary to implement a feature shown on the Site Restoration Plan that Grantor also has the right to prevent or prohibit, and of which activity Grantor has actual advance knowledge.

3.5 TRASH: The accumulation or dumping of (a) trash, refuse, or junk, or (b) any toxic or hazardous material or substance as defined by Federal or Commonwealth law is prohibited within the Easement Area. This restriction shall not prevent Grantor from providing for trash receptacles or other means of encouraging clean and safe use of the Easement Area and the James River, nor prevent generally accepted wildlife management practices, such as creation of brush piles, composting, or prescriptive burning programs, or, to the extent the following practices are permitted by this Deed, the storage of maintenance equipment for the Easement Area or other equipment and materials.

3.6 RIPARIAN BUFFER: To protect water quality and natural habitat in and around the Property, Grantor shall establish and maintain a 100-foot permanent forested riparian buffer for all portions of the Easement Area along the James River (measured from the high-water mark) and around wetlands, to the extent permissible under Section 3.1(a) above, which buffer Grantor shall establish in phases as discussed in the Site Restoration Plan. **Exhibit F**, attached to this Deed of Easement, shows the approximate extent of the riparian buffer area as of the Effective Date, the bounds of which area Grantor and Grantees acknowledge may change over time due to natural processes.

- (a) The following shall be prohibited within the riparian buffer:
 - (i) construction of new structures or other impervious surfaces, with the exception of those permitted in Section 3.6 (b) below,
 - (ii) dumping or storage of compost, manure, fertilizers, chemicals, machinery or equipment,
 - (iii) Ground Disturbing Activities, plowing, dumping, filling or cultivation, including, without limitation, cutting of trees, except as may be reasonably necessary for the activities permitted under subsections 3.1(c)(ii), 3.2(c), 3.2(e) above and section 3.7 below,
 - (iv) mowing, except as necessary to maintain approved hiking trails, and
 - (v) livestock.
- (b) The following shall be permitted within the riparian buffer if otherwise permitted by this Deed of Easement :
 - (i) Activities required for the removal of impervious surfaces and restoration of natural open space accessible to the public as specified in the CFPF Agreement, including erosion control and restoration,

enhancement, or development of ecosystem functions on the Property as permitted under Section 3.1(c)

- (ii) fencing along or within the riparian buffer,
- (iii) creation and maintenance of new hiking trails as approved in the Site Restoration Plan and in accordance with the City of Richmond's Department of Parks and Recreation's standard trail construction protocols,
- (iv) creation and maintenance of four (4) water access points for public park uses, such as boat launches and fishing nodes, not to exceed 1,500 square feet in size each, in accordance with the Site Restoration Plan,
- (v) creation and maintenance of an access trail with impervious surfaces necessary to provide equal access to boat launches and fishing nodes as required by the American with Disabilities Act,
- (vi) maintenance of the non-vegetated and impervious elements which exist as of the Effective Date and fully documented in the BDR,
- (vii) planting of native trees, shrubs, grasses, or other native and flood resistant vegetation,
- (viii) temporary staging of equipment and materials associated with construction, maintenance, repair, renovation, expansion, replacement, or removal of the following: any right-of-way described in this Deed of Easement that is not within the Easement Area; the activities and improvements permitted in the Easement Area by this Deed. Staging of equipment and materials must include an emergency action plan for anchoring or removal in the event of imminent large rainfall or high winds.

3.7 TREES AND VEGETATION:

- (a) Timber Harvesting. No timber harvesting may occur within the Easement Area.
- (b) De Minimis Cutting Activities. Without limiting the foregoing, trees and vegetation within the Easement Area shall be managed in accordance with established arboreal and horticultural practices and in a manner that will prevent damage to permitted improvements on the Property and that is consistent with the Conservation Values. Grantor, as part of such management, reserves the right to perform selective *de minimis* cutting, pruning, and planting for non-commercial purposes for any of the following reasons: (a) prevention or removal of individual dead, diseased, or dying trees or Invasive Plant Species as defined below; (b) construction of improvements permitted under Section 3.2; (c) performance of activities permitted under subsection 3.1(c)(ii) above; (d) preservation of any viewshed identified on the Site Restoration Plan; (e) ensuring compliance with the Conservation Values; (f) removal of trees that impose an imminent hazard to human health or safety.
- (c) Grantor shall not intentionally plant or grow any Invasive Plant Species in or on

the Easement Area. For purposes of this Deed of Easement, **“Invasive Plant Species”** means those species listed on the *Commonwealth of Virginia, Department of Conservation and Recreation’s Virginia Invasive Plant Species List* (as amended).

3.8 CULTURAL AREAS: Subject to Section 3.2(g) above, signage and activities related to the interpretation of historical events shall be permitted within the Easement Area, including without limitation the Richmond Slave Trail, which chronicles the history of the trade of enslaved Africans from Africa to Virginia and away from Virginia, especially Richmond, to other locations in the Americas until 1865.

3.9 PUBLIC ACCESS: The Easement Area will be open and accessible to the public 365 days per year for recreational activities authorized under this Deed of Easement and as permitted by the Grantor, subject to the terms of the VLCF Grant Agreement with Grantee DCR, provided such use is consistent with and does not harm the Conservation Values. Grantor may designate the times and locations of such public access and may establish reasonable restrictions to ensure security of the Property, protection of the Conservation Values, and safety of visitors. Grantor at all times retains the right to exclude the public from the Property or any portion thereof in case of emergency or disaster (for as long as is necessary for conditions resulting from any emergency or disaster to abate); for maintenance of the Property; during construction, repair, maintenance, renovation, expansion, removal, or replacement of improvements permitted in the Easement Area or within the Property; and as necessary for resource management and protection.

3.10 EMERGENCY ACCESS: Grantor retains all rights, without reservation, to access and use, and to permit access to and use of, the Property as Grantor deems necessary to protect public health and to preserve public safety in an emergency. These rights include, but are not limited to, allowing Grantor’s Department of Public Utilities to access the Property to build, maintain, repair, remove or relocate utility infrastructure in order to safeguard the health of Grantor’s citizens and visitors. Public safety uses will also include access to and use of the Property by Grantor’s Police Department and City Fire Department for patrols, emergency calls, and investigative presence. Grantor retains full discretion to determine whether repairs, relocation, removal, maintenance or construction of facilities, or any party’s presence on or use of the Property, is necessary for public health or safety reasons.

3.11 COMMUNITY FLOOD PREPAREDNESS FUND REQUIREMENTS: The Property is subject to the conditions of the 2022 Round 3 CFPF Grant Manual and the CFPF Agreement, pursuant to which development on the Property shall not cause adverse hydraulic impacts to neighboring properties or jurisdictions, as determined by Grantee DCR and the Virginia Floodplain Management Program.

3.12 CONVEYANCE OF INTEREST IN REAL PROPERTY: Grantor shall notify Grantees in writing within no less than thirty (30) calendar days prior to any transfer of fee simple title of the Easement Area. All conveyances by Grantor of any interest in the Easement Area less than fee simple, excluding deeds of trust given for the purpose of securing loans, licenses terminable at will, and temporary permissions to use the Easement Area, require the prior, written approval of Grantees, which approval Grantees shall not unreasonably withhold, condition, or delay. After the Effective Date, this Deed of Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed conveying an interest in the Property, but failure of Grantor to comply with this requirement will not impair the validity of this Deed of Easement or the conveyance or limit the enforceability of the Deed of Easement in any way.

3.13 EXCEPTION FOR THIRD PARTY PROPERTY RIGHTS: No term or condition of this Deed of Easement shall be construed to limit any enforceable right or interest held in the Property or any portion thereof by a party other than Grantor or Grantees as of the Effective Date, and the exercise of any such right or interest shall not constitute a breach of this Deed of Easement by Grantor.

ARTICLE IV:
INSPECTION, APPROVALS, AND ENFORCEMENT

4.1 INSPECTION:

(a) Right of Entry. Grantees, and their representatives and agents, have the right to enter onto the Easement Area once per calendar year, upon not less than ten (10) days' notice to Grantor, to annually inspect and document the condition of the Easement Area. Grantor acknowledges that as part of such inspection, Grantees may ask Grantor about any plans Grantor may have to modify the Easement Area in a way not already shown on the Site Restoration Plan, in response to which Grantor agrees to provide Grantees a list of planned modifications. Grantees and their representatives and agents otherwise have the right to enter onto the Easement Area, upon reasonable notice to Grantor, to inspect the Easement Area and to enforce the terms, conditions, and restrictions set forth in this Deed of Easement. Grantor's consent is not a necessary condition to the right of entry by Grantees and their representatives and agents; however, (i) the parties agree to cooperate in determining a mutually agreeable time to access the Easement Area, and (ii) Grantees shall have no right to enter or inspect Grantor's structures without Grantor's prior written consent, which consent Grantor shall not unreasonably withhold, condition, or delay. Grantees may take photographs, drawings, or other representations documenting the character and features of the Easement Area and may use or publish them. **"Reasonable notice"** as applied to this Section 4.1(a) includes messages delivered by telephone, voicemail, e-mail, text messaging, or similar electronic communication, at least twenty-four (24) hours prior to Grantees visiting the Property.

(b) Emergency Access. No notice to or consent of Grantor is required if, in the reasonable opinion of Grantees, emergency access by Grantees is necessary to prevent irreversible damage to the Conservation Values. Following such emergency access, Grantees shall provide Grantor with a written explanation of the reason for such emergency access and the actions taken by Grantees in the Easement Area during such emergency access. Grantees shall limit their actions during such emergency access to those that are lawful and necessary to prevent irreversible damage to the Conservation Values.

(c) Easement Stewardship Responsibility. It is agreed in an MOA dated March 27, 2023 between the Grantees that primary annual inspection responsibility will be held by Grantee CRLC. Grantee DCR will provide technical assistance as necessary and will review and approve permitted activities in this Deed of Easement. subject to section 4.2.

4.2 APPROVALS: Whenever Grantees' approval is necessary under this Deed of Easement for a proposed use, activity, or otherwise, including without limitation any construction work within the Easement Area, Grantor shall submit a written request for such approval to Grantees, which approval Grantees shall not unreasonably withhold, condition, or delay. Grantee CRLC may charge Grantor reasonable fees for its review of Grantor's approval requests in accordance with Grantee CRLC's written policies. The written request must describe the activity or use in sufficient detail to permit Grantees to make an informed judgment as to its consistency with the requirements and purpose of this Deed of Easement. Grantees will use reasonable efforts to respond to any written request of Grantor within sixty (60) business days after Grantees' receipt of such request. Nothing herein should be construed, however, to require Grantees to issue a final decision on such request within such sixty (60) business day period. In the event that Grantees do not respond in writing to Grantor's written request within sixty (60) business days of receipt of such request, then Grantees will be deemed to have **denied** the request, and Grantor may proceed with any appeal for reconsideration of such request in accordance with Grantees' written policies, which policies Grantees shall provide to Grantor upon request and in a timely manner to ensure the Grantor's timely ability to exercise its appeal rights. Grantees are not liable to Grantor or any third party for any damage, injury, liability, or consequence arising out of or resulting from Grantor's failure to obtain Grantees' prior, written approval as required under this Deed of

Easement. A “response” from Grantees shall not be deemed an “approval.” Should there be a dispute between the Grantees regarding approvals, Grantee DCR’s judgement shall prevail. Nothing in this paragraph shall be construed to limit remedies available to Grantor at law or in equity to enforce any term of this Deed of Easement.

4.3 ENFORCEMENT:

(a) Grantees’ Enforcement Rights. Grantees have the right to bring an action at law or in equity to enforce the covenants and restrictions contained in this Deed of Easement, including without limitation the right to, (i) require restoration of the Easement Area to comply with the terms of this Deed of Easement; (ii) recover any damages arising from non-compliance, including but not limited to disgorgement of any monies received by Grantor connected with such non-compliance; (iii) enjoin non-compliance by temporary or permanent injunction, to the extent permitted by Section 2.08 of the Richmond City Charter; and (iv) pursue any other appropriate remedy in law or equity.

(b) Reimbursement of Costs. If a court determines that Grantor has failed to comply with this Deed of Easement, then to the extent it does not constitute an indemnification of Grantees by a political subdivision of the Commonwealth and is otherwise permitted by law, Grantor shall reimburse Grantees for all reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and reasonable attorneys’ fees, in addition to any other payments ordered by such court.

(c) No Rights in Public. Nothing in this Deed of Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantees or to enforce this Deed of Easement through any means including, but not limited to, judicial action.

ARTICLE V: GENERAL PROVISIONS

5.1 GRANTOR’S RESERVED RIGHTS: Grantor reserves the right to engage in and permit others to engage in non-mechanized, non-intensive, low impact, or passive recreational uses of the Easement Area and otherwise use and enjoy the Easement Area, including participation in ecosystem services on the Easement Area (ex. wetland and stream restoration and mitigation banks, nutrient banks, and carbon sequestration), to the extent consistent with the Conservation Values and the terms and conditions of this Deed of Easement.

5.2 GRANTEES’ PROPERTY INTEREST: Grantor agrees that the conveyance of this Easement gives rise to a property interest, immediately vested in Grantees, with a fair market value that is at least equal to the proportionate value that this Easement bears to the fair market value of the Property as a whole on the Effective Date. The proportionate value shall remain constant.

5.3 MAINTENANCE; INSURANCE: Grantor retains all responsibilities related to the ownership, operation, upkeep, repair, and maintenance of the Easement Area. Grantor acknowledges that Grantees have no obligation for the upkeep, repair, or maintenance of the Easement Area. Grantor shall keep the Easement Area insured by an insurance company licensed to issue policies in the Commonwealth of Virginia and rated “Secure” by A.M. Best Company or other qualified insurance rating company for comprehensive general liability insurance against claims for personal injury, death, and property damage. Notwithstanding the previous sentence, Grantees agree that Grantor may satisfy any of the insurance requirements of this Deed of Easement through any plan or program of self-insurance in which Grantor participates. Grantor and Grantees acknowledge (i) that Grantor and Grantee DCR have not agreed to indemnify or save harmless any party under this Deed of Easement, and (ii) that no provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of Grantor or Grantee DCR from tort or other liability.

5.4 CONVERSION OR DIVERSION: No part of the Easement Area may be converted or diverted from its open-space use except in accordance with the Open-Space Land Act, which does not permit loss of open-space. The parties agree that Grantee DCR shall be the “public body” as such term is used in Virginia Code § 10.1-1704(A) and shall have the sole and exclusive authority and discretion to make the determinations regarding any conversion or diversion of this open-space easement provided in such section. To the extent that any monetary consideration is received by Grantor as a result of the diversion or conversion of the Easement Area in accordance with the requirements in this Section 5.4, Grantor agrees that the CFPF shall be paid a percentage of such consideration equaling 61.3 percent (%) thereof, being net of applicable costs, and the VLCF shall be paid a percentage of such consideration equaling 12.3 percent (%) thereof, being net of applicable costs.

5.5 EXTINGUISHMENT: Should an attempt be made to extinguish the Easement, such extinguishment can be carried out only by judicial proceedings and only if in compliance with the Open-Space Land Act. In any sale, exchange, or involuntary conversion of the Easement Area or portion of the Easement Area subsequent to such extinguishment, Grantees shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set forth in Section 5.2. Grantees shall use all the proceeds from the sale of the Easement Area in a manner consistent with the conservation purposes of this Deed of Easement and the Open-Space Land Act. In any sale, exchange or involuntary conversion of the Easement Area or portion of the Easement Area subsequent to such extinguishment, the parties hereto agree that the CFPF shall receive reimbursement in the amount of 61.3 percent (%) (net after applicable costs) of total proceeds payable resulting from that transaction, and the VLCF shall receive reimbursement in the amount of 12.36 percent (%) (net after applicable costs) of total proceeds payable resulting from that transaction.

5.6 SEVERABILITY: The invalidity or unenforceability of any provision of this Deed of Easement shall not affect the validity or enforceability of any other provision of this Deed of Easement.

5.7 AMENDMENT: Grantees and Grantor may amend this Deed of Easement to enhance the Conservation Values or to increase the amount of real property subject to this Easement. No amendment to this Deed of Easement shall:

- (a) affect the Easement’s perpetual duration;
- (b) conflict with or be contrary to or inconsistent with the purpose of the Easement as set forth in Section 2.1;
- (c) reduce the protections to the Conservation Values;
- (d) affect the qualification of the Easement as an “open-space easement,” or “interest in land”;
- (e) affect the status of Grantee CRLC as a “qualified organization”, or
- (f) affect the status of Grantee DCR as a “public body” or “qualified organization”.

No amendment permitted pursuant to this Section 5.7 shall be effective unless documented in a notarized writing executed by Grantees and Grantor and recorded in the City of Richmond Clerk’s Office.

5.8 DURATION; SUCCESSORS IN INTEREST: The Easement is perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Easement Area. The covenants, terms, conditions, and restrictions contained in this Deed of 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 Easement Area. The rights and obligations contained in this Deed of Easement of an owner of the Easement

Area, or any portion thereof, terminate upon proper transfer of such owner's interest in the Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

5.9 GRANTOR'S REPRESENTATIONS AND WARRANTIES: Grantor hereby represents, covenants, and warrants the following: (a) Grantor has good, fee simple title to the Property; (b) Grantor has not transferred, and will not transfer, to any third party any right to mine the Property; (c) to the best of Grantor's knowledge, the Easement Area is free and clear of all encumbrances, other than the leases described in **Exhibit E** and restrictions, covenants, conditions, and utility and access easements recorded in the Clerk's Office prior to the Effective Date, including, but not limited to, any mortgages, liens, leases (other than leases described in **Exhibit E**), or option contracts not subordinated to this Deed of Easement; (d) Grantor has all requisite power and authority to enter into this Deed of Easement and to grant and convey the Easement; (e) no consents of any lender or any third party are required for Grantor to enter into this Deed of Easement that have not already been obtained and made known to Grantees; and (f) each person and/or entity signing on behalf of Grantor is authorized to do so.

5.10 ASSIGNMENT: Assignment of this Deed of Easement is permitted by Virginia Code § 10.1-1704(B), and Grantees may assign this Deed of Easement, with Grantor's prior written consent, if:

- (a) The assignment, transfer or conveyance is consistent with the Open-Space Land Act;
- (b) All restrictions and covenants and preservation and conservation purposes set forth in this Easement are to be continued in perpetuity;
- (c) The assignee then qualifies as a "qualified organization" under IRC § 170(h)(3) and the applicable Treasury Regulations; and
- (d) Grantor's written consent is given by its governing body.

Such assignment shall be in writing with all signatures notarized and shall be recorded in the Clerk's Office.

5.11 NO MERGER: Grantor and Grantees agree that in the event that Grantees, or any agency or entity of the Commonwealth, acquires a fee interest in the Easement Area, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

5.12 JOINT OWNERSHIP: If Grantor at any time owns the Easement Area, any portion of the Easement Area, or any interest therein in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.

5.13 CONTROLLING LAW; INTERACTION WITH OTHER LAWS:

(a) Controlling Law. This Deed of Easement shall be construed according to the laws of the Commonwealth, and any legal action with respect to this Deed of Easement shall be instituted and maintained only in state courts of the Commonwealth sitting in the City of Richmond.

(b) Interaction with Other Laws. This Deed of Easement does not permit any use of the Property that is otherwise prohibited by federal, Commonwealth, or local law or regulation. Compliance with this Deed of Easement in no way obviates, negates, supersedes, waives, or satisfies applicable federal, Commonwealth, or local laws or regulations. In the event of any conflict between applicable federal, Commonwealth, or local laws or regulations and the provisions of this Deed of Easement, the standard which more effectively protects and promotes the Conservation Values will prevail.

5.14 RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS: In the event that any of the statutes or regulations cited in this Deed of Easement are re-codified or amended, this Deed of Easement will be interpreted and enforced according to the re-codified or amended statutes

and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.

5.15 CONSTRUCTION: Pursuant to the public policy of the Commonwealth 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 Grantor and Grantees that this Deed of Easement and all language contained herein shall be liberally construed in favor of the conveyance of this Easement to Grantees to protect the Conservation Values and to effect the purposes of this Deed of Easement and the policies and purposes of Grantees. If any provision of this Deed of Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the Conservation Values and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will 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 Deed of Easement are permitted on the Property.

5.16 STATUS OF GRANTEE DCR AS AN INSTRUMENTALITY OF THE COMMONWEALTH: With respect to tort liability for acts or occurrences on or about the Property, the Commonwealth and Grantee DCR, as an agency of the Commonwealth, are either: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies, and practices. No provision, covenant, or agreement contained in this Deed of Easement is deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth or Grantee DCR from tort or other liability.

5.17 EXTINGUISHMENT OF DEVELOPMENT RIGHTS: Any and all development rights, subdivision rights, and other rights affecting the future development (collectively, the “**Development Rights**”) of the Easement Area as may be afforded under any applicable zoning or subdivision ordinance or other applicable law are hereby extinguished and terminated in perpetuity. Grantor unconditionally and irrevocably relinquishes the right to transfer the Development Rights to any other real property or to use them for purposes of calculating lot yield, density allowances, increases or decreases, and/or development potential of the Easement Area or any other property. Grantor warrants and covenants that neither the Easement Area, nor any portion of it, has been or will be dedicated as open-space within, or as part of, a residential subdivision or any other type of real estate development plan or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No Development Rights that have been encumbered or extinguished by this Easement will be transferred to any other real property pursuant to a transfer of Development Rights or purchase of Development Rights program, cluster development plan, planned unit development, or other type of land use program or regulation intended to restrict the future development of the Property.

5.18 ENVIRONMENTAL LIABILITY: Grantees are in no way liable for any condition existing in, on, or about the Easement Area, whether known or unknown, as of the Effective Date under the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, *et seq.*), or any comparable Commonwealth or local law concerning the storage, disposal, remediation, or release of any toxic or hazardous waste, material, or substance.

5.19 RECORDING: This Deed of Easement shall be recorded in the land records in the Clerk’s Office, and Grantees may re-record it at any time to preserve its rights under this Easement.

5.20 COUNTERPARTS: This Deed of Easement may be executed in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Deed of Easement. Execution of this Deed of Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

5.21 NOTICE: Unless otherwise permitted by this Deed of Easement, all notices and communications under this Deed of Easement shall be in writing and delivered personally, or mailed by certified or registered mail return receipt requested, or sent by nationally recognized commercial overnight delivery service, to the following:

Grantor:

City of Richmond
Department of Parks, Recreation and Community Facilities
2401 West Leigh Street
Richmond, VA 23220
Attn: Director

with a copy to

City of Richmond
Office of the City Attorney
900 East Broad Street, 4th Floor
Richmond, VA 23219

Grantee CRLC:

Capital Region Land Conservancy
P.O. Box 17306
Richmond, VA 23226
Attn: Executive Director

Grantee DCR:

Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attn: Real Property Manager

5.23 ENTIRE AGREEMENT: This instrument, the exhibits attached hereto, and the documents incorporated herein by reference set forth the entire agreement of the parties hereto with respect to this Deed of Easement and supersede all prior discussions, negotiations, understandings, documents, drafts, and agreements relating to the conveyance of this Easement.

5.24 PRESUMPTIONS; INDEPENDENT LEGAL COUNSEL: This Deed of Easement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Deed of Easement to be drafted. No presumption shall be created in favor of or against Grantee DCR with respect to the interpretation of any term or provision hereof due to the fact that this Deed of Easement may have been prepared by Grantee DCR or by the Office of the Attorney General of the Commonwealth. Grantor acknowledges and understands that the Office of the Attorney General of the Commonwealth, in preparing this Deed of Easement, solely represents Grantee DCR. Grantor and Grantee CRLC represent that Grantor and Grantee CRLC have had a chance to review this Deed of Easement and have had an opportunity to engage and consult separate independent legal counsel of their own choice concerning the legal and other effects of the provisions of this Deed of Easement, the rights and interests

waived and granted hereunder, and all other matters pertaining hereto.

5.25 RECITALS AND EXHIBITS: All recitals set forth above and exhibits attached hereto are hereby incorporated into and made a part of this Deed of Easement.

5.26 HEADINGS; DEFINITIONS: The headings and titles to the articles, sections, and subsections of this Deed of Easement are for convenience only and have no effect upon the construction or interpretation of any part of this Deed of Easement. For the purposes of this Deed of Easement, all references to the “**Virginia Code**” mean the Code of Virginia 1950, as amended, and all references to the “**Commonwealth**” mean the Commonwealth of Virginia.

5.27 SUBJECT TO APPROPRIATION: Any and all payments and expenditures by Grantor under this Deed of Easement are subject to annual appropriations by the City Council of the City of Richmond, Virginia.

5.28 NO WAIVER: Either Grantee’s delay in taking any action under or enforcing any provision of this Deed of Easement shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Deed of Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by a Grantee.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Witness the following signatures and seals:

GRANTOR:

CITY OF RICHMOND, a municipal corporation and
subdivision of the Commonwealth of Virginia

By: _____

STATE OF _____,

CITY OF _____, to-wit:

The foregoing Deed of Conservation and Open-Space Easement was acknowledged before me this
____ day of _____, 2025 by [REDACTED] on behalf of said corporation, and with due authority.

My commission expires: _____

My registration number: _____

Notary Public

Approved as to form



Senior Assistant City Attorney

GRANTEE CRLC:

CAPITAL REGION LAND CONSERVANCY,
a non-profit corporation, incorporated in the
Commonwealth of Virginia

By: _____
L. Preston Bryant Jr., President

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to-wit:

The foregoing Deed of Conservation and Open-Space Easement was acknowledged before me this
____ day of _____, 2025 by L. Preston Bryant Jr., President of the Capital Region Land
Conservancy, a non-profit corporation, incorporated in the Commonwealth of Virginia, on behalf of said
corporation, and with due authority.

My commission expires: _____

My registration number: _____

Notary Public

GRANTEE DCR:

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION AND
RECREATION

By: _____
Matthew S. Wells, Director

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to-wit:

The foregoing Deed of Conservation and Open-Space Easement was acknowledged before me this
____ day of _____, 2025 by Matthew S. Wells, acting in his capacity as Director of the
Commonwealth of Virginia, Department of Conservation and Recreation, on behalf of Grantee.

My commission expires: _____

My registration number: _____

Notary Public

Survey

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NOTES

7. CHANGES OF RECORD:
- PARCEL A**
MAVO'S ISLAND, L.C.
PARCEL D E00000000001
501 S. 17TH STREET
- PARCEL B**
MAVO'S ISLAND, L.C.
PARCEL D E00000000015
508 S. 17TH STREET
- PARCEL C**
MAVO'S ISLAND, L.C.
PARCEL D E00000000005
503 S. 17TH STREET
- PARCEL D**
PARCEL D E00000000001
COMMENCING AT A POINT FOUND ON THE WEST LINE OF S. 14TH STREET AND LABELED 0+0.8 (THENCE ALONG N. 7TH LINE S. 78° 02' 1" E. 80.23 FEET TO THE EAST LINE OF S. 17TH STREET, THE MARIAN LINE, 10.24 N. 78° 02' 1" E. 80.23 FEET AND BEING THE TRUE AND ACTUAL POINT OF BEGINNING
- THENCE ALONG EAST LINE OF S. 17TH STREET AND ALONG SAID THENCE CONTINUING ALONG SAID HARBOR LINE, S. 80° 02' 1" E. 50.67 FEET TO A POINT 17° 12' 28" W. 159.87 FEET TO A POINT, THENCE S. 69° 07' 25" W. 35.58 FEET TO A POINT, THENCE N. 74° 12' 28" W. 50.07 FEET TO A POINT, THENCE N. 74° 12' 28" W. 159.87 FEET TO A POINT, THENCE N. 74° 12' 28" W. 35.58 FEET TO A POINT ON THE EAST LINE OF S. 14TH STREET
- THENCE ALONG SAID EAST LINE OF S. 14TH STREET AND ALONG SAID THENCE TO THE TRUE AND ACTUAL POINT OF BEGINNING CONTAINING 2.88 ACRES OF LAND, MORE OR LESS.

METES AND BOUNDS DESCRIPTIONS

- [illegible]

ACREAGE SUMMARY

PARCEL A:	2.566 ACRES
PARCEL B:	4.94 ACRES
PARCEL C:	3.491 ACRES
PARCEL D:	3.038 ACRES
PARCEL E:	0.84 ACRE
PARCEL F:	0.349 ACRES
TOTAL:	15.24 ACRES

SURVEYORS CERTIFICATE

ALAN T. SHAH AND WAYNE T. SHAH, FIDELITY NATIONAL TITLE INSURANCE COMPANY, CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE COMMONWEALTH OF VIRGINIA, THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALL OWNERS LAND WITH THE 2021 MINIMUM STANDARD DETAIL ADOPTED BY ALTA AND NSRS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED JUNE 2023.

DAVID F. PUGH, LS (LIC. NO. 002531)

DATE _____

METES AND BOUNDS DESCRIPTIONS-CONT

- [illegible]

LEGAL DESCRIPTIONS PER TITLE

PARCELS OF LAND IN THE CITY OF ROANOKE, VIRGINIA, OWNED BY A PERSON OR PERSONS, AND THE SECOND AND THIRD PARTS OF THE FIRST PART OF SAID PARCELS, DESCRIBED BY REFERENCE TO A PLAT OR SURVEY BY PAUL SHARP CONSULTANT, DATED DECEMBER 22, 1977, ENTITLED "MAP OF A PARCELS OF LAND WITH IMPROVEMENTS THEREON SITUATED ON THE EAST SIDE OF MAIN STREET, A 12.5% OF WHICH ARE LOCATED IN THE CITY OF ROANOKE, VIRGINIA, DIVISION 1, CITY OF ROANOKE, VIRGINIA, DIVISION 1, IN DEED BOOK 732, PAGE 730, REFERENCE TO WHICH IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PARCELS OF LAND.

ALTA/NSPS LAND TITLE SURVEY
SHOWING 6 PARCELS OF LAND LYING
EAST AND WEST OF 14TH STREET,
CONTAINING 15.2+ ACRES AND
KNOWN AS MAYO ISLAND

City of Richmond, VA

Scale: NAD83	Scale: NAD83
Surveyed June 28, 2023	Surveyed June 28, 2023
Drawn By: KLR	Checked By: DHP
Reviewed: September 11, 2023	



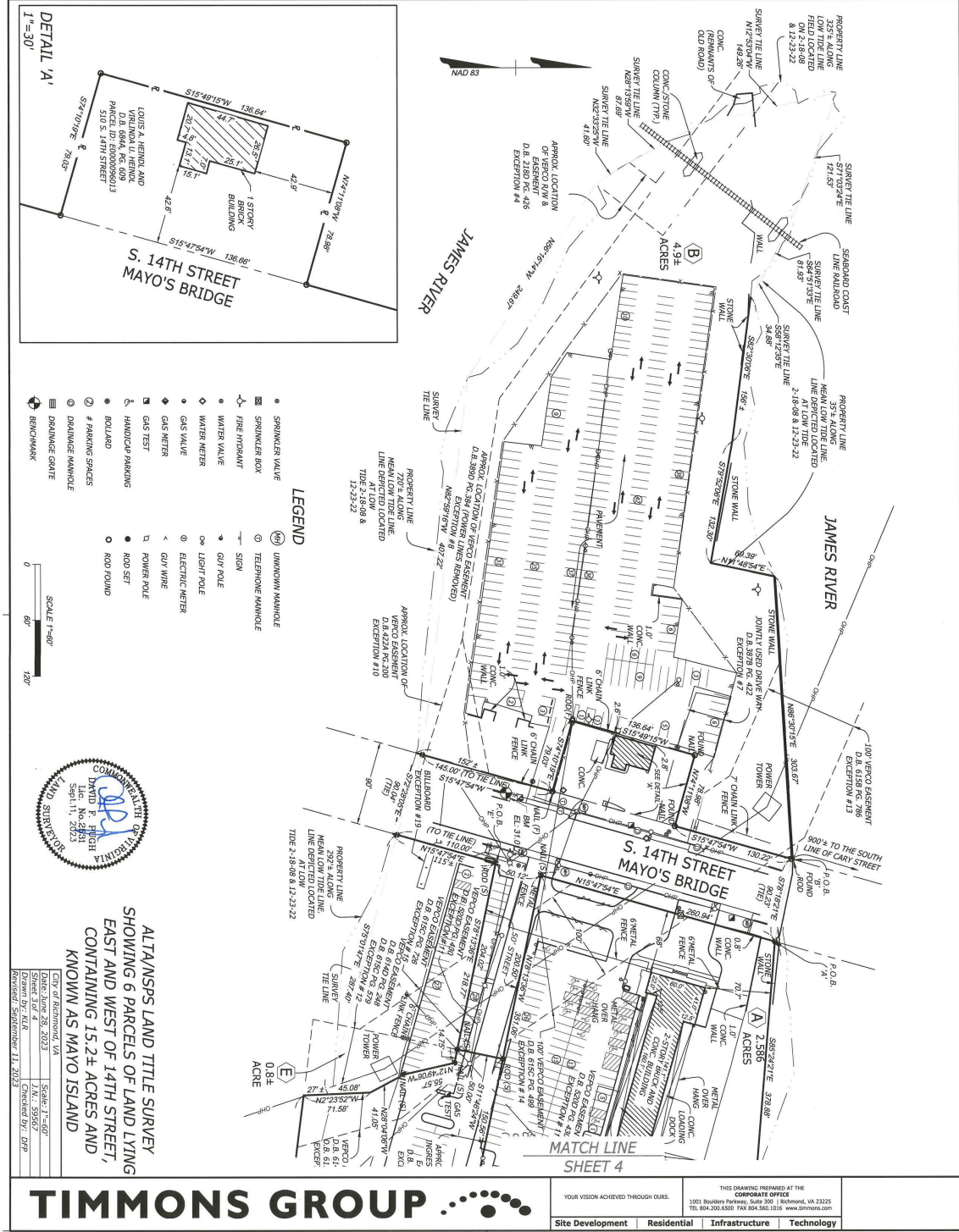
Date: June 28, 2023	Scale: None
Sheet 1 of 4	J.N.: 59567
Drawn by: K.R	Checked by: DFP
Revised: September 11, 2023	

T

YOUR VISION ACHIEVED THROUGH OURS.

THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225
TEL 804.200.6500 FAX 804.560.1016 www.timrsons.com

Site Development	Residential	Infrastructure	Technology
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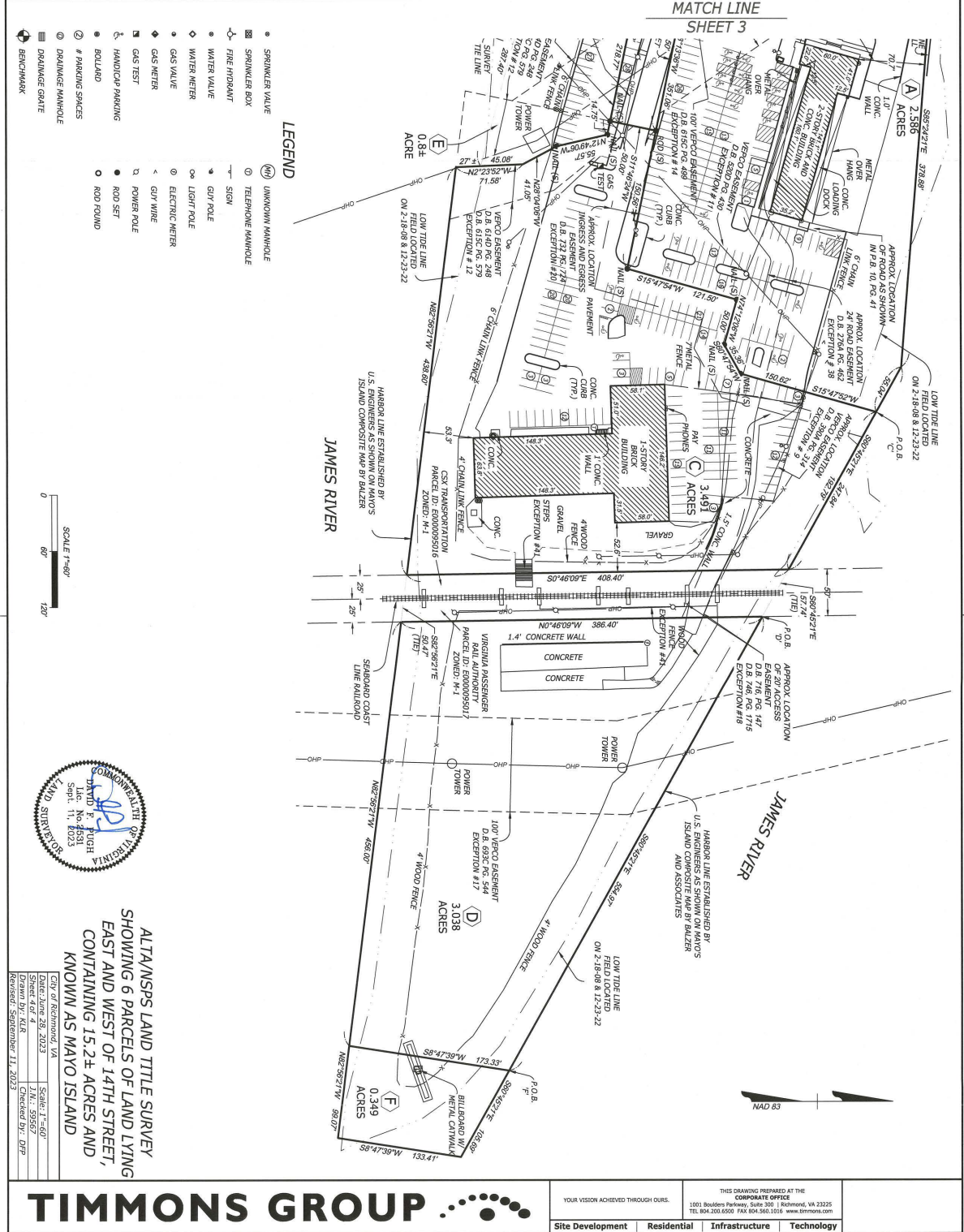


Exhibit B

Conservation Values

B-1 The specific conservation values of the Property include:

- a. Carrying out the purposes of the Virginia Community Flood Preparedness Fund as such fund is established by Virginia Code § 10.1-603.24, *et seq.* including hazard mitigation projects, acquisition of land, or implementation of land use controls that reduce or mitigate damage from coastal or riverine flooding by implementing the flood prevention project described in the CFPF Agreement.
- b. Reducing the Base Flood Elevation through the implementation of the Site Restoration Plan and the Impervious Surface Removal and Property Naturalization Schedule and otherwise reducing the Base Flood Elevation. Base Flood Elevation is defined as the height, in relation to the North American Vertical Datum of 1988 (NAVD88), (or other datum, where specified) of floods with an expected frequency equal or exceeding 1% annual chance.
- c. This Easement provides historic and scenic views to, from, and across the Property for citizens and visitors to the City. Preservation of the Property by the restrictions set forth herein will preserve those views in perpetuity.
- d. The Property fronts on the James River for 4,732 linear feet, the Property lies within the Chesapeake Bay watershed, and protection of the rivers and streams in the bay watershed will help implement the goals of Federal Executive Order 13508 (May 19, 2009), which include “restore clean water, recover habitat, sustain fish and wildlife, conserve land and increase public access in the Bay watershed by 2025.”
- e. Restoration of the Property to 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. The agreement’s Land Conservation Goal states in part: “By 2025, protect an additional two million acres of land throughout the watershed . . . and reduce the rate of conversion of agricultural lands, forests, and wetlands as well as the rate of changing landscapes from more natural lands that soak up pollutants to those that are paved-over, hardscaped, or otherwise impervious.” Protection of the Property by the restrictions set forth herein, particularly the riparian buffer restriction along the James River, will help to protect the water quality of the Chesapeake Bay.
- f. Restoration of the Property will enhance wildlife habitat by removing much of the impervious surface and by revegetating those areas. The Department of Conservation and Recreation Natural Heritage Division reports Documented Element Occurrences for invertebrate animal in the river surrounding Mayo Island. This is due to the Atlantic Sturgeon that is Federally Endangered and State Endangered with a status of 1b. The James River is a major fishway for anadromous fish, including American and hickory shad, alewife and blueback herring, striped bass, and yellow perch. While none of these anadromous fish species are threatened or endangered, the herring and shad have a Moderate Conservation Need according to the Virginia Department of Wildlife Resources.
- g. The Richmond Slave Trail, a public walking trail that chronicles the history of the trade of enslaved Africans from Africa to Virginia and those later sold from Virginia, follows the 14th

Street ROW within the Property, and currently includes a stop and an interpretive sign along the Trail. From 1680 until 1778, Richmond was a principal port of entry where Africans were sold into slavery. After Virginia outlawed the importation of Africans from abroad in 1778, the Manchester Docks and Rocketts' Landing in Richmond became ports for the emerging "downriver" slave trade. By 1840, Richmond was the most active exporter of enslaved Africans to sugar and cotton plantations in the Deep South. John Mayo built his first toll bridge on the Property in 1788 to connect Richmond and Manchester. Africans being sold and transported south from north of the river, would walk in coffles or be transported in carts across the bridge. This Easement will preserve the historic setting of the Property and help to tell the story of this significant period of Virginia's history.

- h. The Property has been designated as desirable for conservation under the Commonwealth's *ConserveVirginia v3.0* program; specifically, portions of the Property have been designated under the "Cultural & Historic Preservation" and the "Scenic Preservation" categories.
 - i. The 2018 Virginia Outdoors Plan, adopted by the Virginia Department of Conservation and Recreation, which states that "Richmond and local, regional and state organizations should preserve historic viewsheds along the James River throughout the region" (p. 10.188). The 2018 Virginia Outdoors Plan further identified Regional Featured Projects to expand public access opportunities to "Develop the James River Heritage Trail, Expand the Virginia Capital Trail to include trail connectors, Improve water access throughout the region, Implement the Richmond Riverfront Plan" (p. 15.91)
 - j. The James River Water Quality Improvement Program Restoration Planner (JRWQIP) that was developed by the Chesapeake Conservancy with funding from the Virginia Environmental Endowment and the ADAPTVA Interactive Map created by the Center for Coastal Resources Management and Virginia Institute of Marine Science, show the restoration priority of for Mayo Island as well as particular initiatives. The JRWQIP Restoration Planner notes that the Mayo Island is of the highest priority for restoration opportunities in the Middle James River. Likewise, the ADAPTVA Interactive Map shows the western side of Mayo Island as having many benefits as Lands for Protection in using Natural and Nature-Based Features for coastal resilience. Such benefits include 1) interception and reduction of flooding as floodwaters are stored and slowly released by trees and wetlands; 2) protecting and restoring natural features can earn credits for reduced insurance premiums through the National Flood Insurance Program's Community Rating System (in which the City already participates and could directly benefit); 3) forests, trees, and wetlands effectively filter air pollution and remove excess nitrogen and phosphorus and also capture sediment in stormwater runoff; 4) floodplain restoration reestablishes a more natural hydrologic regime that connects wetlands, waterways, and adjacent land.
 - k. Virginia Code § 10.1-400, *et seq.*, the Virginia Scenic Rivers Act, which designates a portion of the James River adjacent to the Property as the "Historic Falls of the James Scenic River", and empowers the Director of the Department of Conservation and Recreation to administer the Virginia Scenic Rivers System "to preserve and protect its natural beauty and to assure its use and enjoyment for its scenic, recreational, geologic, fish and wildlife, historic, cultural or other assets and to encourage the continuance of existing agricultural, horticultural, forestry and open space land and water uses..."
- B-2 This Easement is in furtherance of and pursuant to clearly delineated governmental policies and documents set forth below:

- a. Land conservation policies and documents of the Commonwealth of Virginia as set forth in:
1. Section 1 of Article XI of the Constitution of Virginia.
 2. Virginia Code § 10.1-208.
 3. The Open-Space Land Act.
 4. The Virginia Conservation Easement Act.
 5. The Virginia Land Conservation Incentives Act.
 6. The Grantees' practices in reviewing and accepting this Easement. The Grantees 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 Grantees and the Commonwealth.
- b. Land use policies of the City of Richmond, Virginia as delineated in its comprehensive plan adopted on December 14, 2020, and subsequently amended, to which plan the restrictions set forth in this Easement conform and which contains the following concepts and goals:

(I) The "Downtown Plan (2009)" states as one of its seven foundational policies the need to "[p]reserve views to the river by limiting building heights and protecting important view sheds" (p. 3.3). The plan goes on to urge that Mayo Island should be acquired by the City, physically overhauled, and promoted as public open place. One of the goals identified in the Downtown Plan is "Establish Mayo Island as a premiere public park." Acquisition is specifically noted: "Mayo Island in the center of the river should be purchased. The City should purchase the properties at fair market value and negotiations with these various property owners should begin as soon as possible" (p. 4.47).

(II) The "Richmond Riverfront Plan (2012)", as amended in 2017, recognizes that Richmond's Riverfront and river views contribute dramatically to the city's unique sense of place, quality of life, and desirability of property... The community boasts a range of river views: distant and proximate, panoramic and discrete, public and private, general and priority. The City should endeavor to address these scenic resources in a balanced manner that recognizes, prioritizes, and enhances this range of views. Future growth and public action along the Riverfront must embrace the value of river views while protecting rights and facilitating appropriate development. (p. 181). "Mayo's Island is strategically located to serve communities on both the north and south sides of the River as a premier regional public open space. Mayo's Island is both the largest and most vehicular-accessible of all the islands; additionally, it is adjacent to the habitat-rich archipelago of smaller islands immediately upriver. The island should be acquired for public use as open space, consistent with recommendations in the 2009 Downtown Master Plan, that envisioned Mayo's Island as the centerpiece of the Riverfront. The island could provide a distinct open space that provides walking and biking trails, multiple watercraft launches, an exploratory green landscape, play areas, an event lawn, and restored riparian overlooks upriver and downriver. Existing parking lots could be reused adjacent to the road, and a plaza with concessions and recreational equipment rentals could offer support for a variety of programs." "The acquisition and transformation of Mayo's Island into public open space is a priority for protecting the integrity of the James River as an accessible landscape, reflective of Richmond's rich natural and cultural legacy: Mayo's Island becomes the 'green jewel' of the Richmond Riverfront."

Finally, the Downtown Plan expressly identifies conservation easements as a vehicle for insuring the protection of priority viewsheds. *Id.* This Easement helps to accomplish the protection of this priority viewshed in accordance with the Riverfront Plan.

(III) The City of Richmond Department of Public Utilities 2017 RVA Clean Water Plan, which identifies 10 strategies to improve water quality including installation of green infrastructure, tree planting, native plant restoration, land conservation, and pollutant identification and reduction. The restrictions in this Easement regarding construction on the Property, and the limitations on improvements on the Property that this Easement requires (together with their attendant projected pollutant reductions) serve to further the goals of the RVA Clean Water Plan.

Exhibit C

Impervious Surface Removal and Property Naturalization

Impervious Surface Removal. This Easement is a tool to help convert the Easement Area from its developed condition to a more natural area condition. It requires the removal of impervious surfaces on the Easement Area to improve flood resiliency. Grantor will remove impervious surfaces based on the completion of allowable and foreseen future activities, as indicated by the Site Restoration Plan referenced in Section 3.1.

The parties agree that upon the Effective Date of this Conservation Easement, the Base Flood Elevation is 45.5 ft.'. A No Rise Certification will be provided by the Grantor upon the completion of each phase of Impervious Surface Removal. At no point can the removal of impervious surfaces create a rise in the Base Flood Level. With the exception of the private parcel building and other structures and paved trails permitted in ARTICLE III and authorized under the Site Restoration Plan, all other buildings, structures, roads, driveways, parking areas, in the Easement Area shall be demolished and materials removed from the Property (the "Impervious Surface Removal") when the Impervious Surface Removal Triggers are reached, as defined below.

- (A) **Trigger #1:** Trigger #1 shall occur upon first approval of the Site Restoration Plan on the Effective Date. Unless the CFPF Agreement is extended to permit full implementation of the Site Restoration Plan at a later date, the paved areas and other improvements located on the Property which do not have historic resource value, or which are not related to the Private Inholding, or which are not permitted in ARTICLE III or excepted from the terms of this Deed of Easement under Section 3.13, or which are not staging areas required for construction of realigned South 14th Street, or which are not recognized as acceptable under the Site Restoration Plan, shall be removed from the Property by October 2026.
- (B) **Trigger #2:** Trigger #2 shall occur upon the opening of all public travel ways and other necessary improvements associated with any realignment of South 14th Street on the Property. Within 12 months of Trigger #2, all remaining impervious surfaces not permitted in the Easement Area under ARTICLE III, with the exception impervious surfaces related to the former South 14th Street, impervious surfaces excepted from the terms of this Deed of Easement under Section 3.13, and impervious surfaces recognized as acceptable under the Site Restoration Plan, shall be removed from the Property.

Property Naturalization. Following the Impervious Surface Removal required subsequent to each of Trigger #1 and Trigger #2, Grantor shall return the Easement Area to a more natural condition as specified in the Site Restoration Plan. Site activities to encourage naturalization must occur within one hundred eighty (180) days from Impervious Surface Removal.

Grantees' Authority. The primary responsibility for determining the occurrence of each Trigger, as outlined above, shall be that of Grantees. Grantees shall have the right to monitor the Property and, independent of Grantor, determine the occurrence of any Trigger, based upon the criteria set forth above. Grantees shall have the authority to enforce the obligations of Grantor in the event of the occurrence of any Trigger, including its right and authority to monitor and enforce this Easement as provided in ARTICLE IV above.

Exhibit D

Utilities

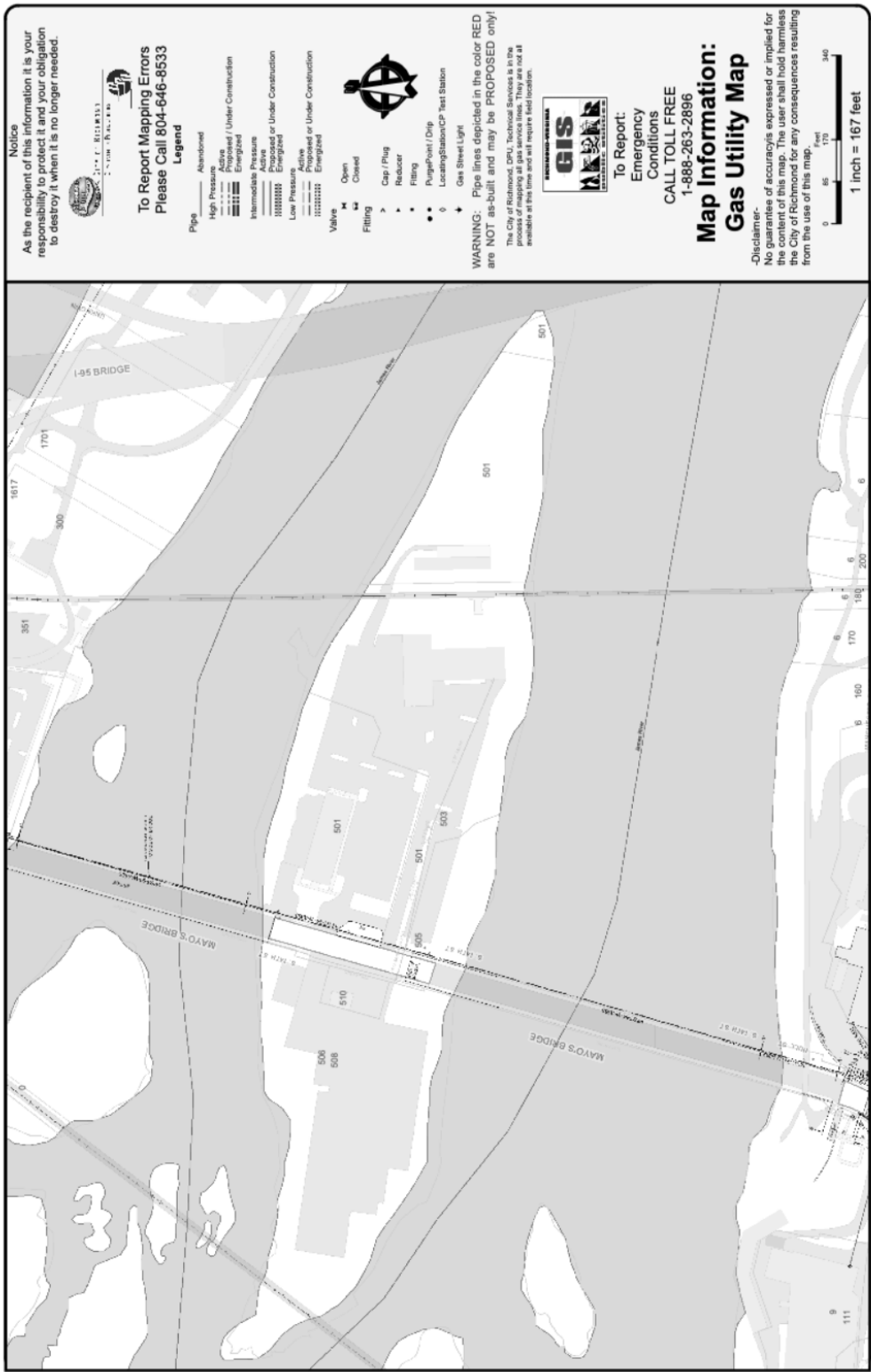








Exhibit E

List of Existing Leases

- 1. “Sign Location Lease” made February 1, 2023 between Mayo’s Island, L.C. and The Lamar Companies, Lease # 1020-01, for a portion of that property located in Richmond, Virginia known as 503 S. 14th Street.**

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Renewal
Lease # 1020-01
Company 038

James R. McIlwain

James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 1st day of February, 2023, by and between:
MAYO'S ISLAND, L.C. a Virginia limited liability company

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, it successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the City of Richmond, State of Virginia, more particularly described as: **503 S. 14th Street, Parcel ID # E-95-5**
"Hull Street @ Mayos Bridge"

1. This Lease shall be for a term of month to month beginning on February 1, 2023 and shall continue on a month to month tenancy unless either party shall give notice to the other party at least 60 days prior to expiration.
2. LESSEE shall pay to LESSOR a monthly rental of Four Hundred Sixteen and 67/100 Dollars (\$416.67), payable monthly in advance in equal installments of Four Hundred Sixteen and 67/100 Dollars (\$416.67). Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within ten (10) days then the LESSEE will owe an additional five (5%) percent late fee except for January rent check the LESSOR will allow 15 day grace period instead of 10 day. Should LESSEE fail to pay rent or perform any other obligation under this lease within fifteen (15) days after such performance is due. LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE fifteen (15) days thereafter to cure any default. If 25% of the LESSEE annual gross income less any outside agency commissions ("annual gross income") is greater than Annual Rent received from that year then LESSEE will pay to LESSOR as additional rent the difference between Annual Gross Income and the Annual Rent received from that year, and that payment will be made by February 28th of the following calendar year.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two hundred (200) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely obstructed in any way. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and must be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to carry on **LESSEE'S** business activities related to the sign. **LESSOR** is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, this Lease becomes voided. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

11. Defaults Remedies.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by **LESSEE**:

- (a) The vacating or abandonment of the Premises by **LESSEE**.
- (b) The failure by **LESSEE** to make any payment of rent or any other payment required to be made by **LESSEE** hereunder, as and when due.
- (c) Breach by **LESSEE** of any term, condition or representation contained herein.
- (d) The making by **LESSEE** of any general assignment or general arrangement for the benefit of creditors, filing by or against **LESSEE** under any law relating to bankruptcy (unless in the case of a petition filed against **LESSEE**, the same is dismissed within sixty (60) days), the appointment of a Trustee or receiver to take possession of substantially all of the **LESSEE's** assets located in the Premises or the **LESSEE's** interest in this Lease where possession is not restored to **LESSEE** within thirty (30) days or the attachment, execution of other judicial seizure of substantially all of **LESSEE's** assets located at the premises or **LESSEE's** interest in this Lease, where such seizure is not discharged within thirty (30) days.

In the event of such material default or breach by **LESSEE**, **LESSOR** may at any time hereunder, with or without notice or demand, without limiting **LESSOR** in the exercise of any other right or remedy which **LESSOR** may have hereunder or pursuant to applicable law by reason of such default or breach, proceed in the following manner:

Exhibit F **Riparian Buffer Map**

