

From: Alli Alligood <aalligood@icloud.com>
Sent: Monday, September 21, 2020 10:09 AM
To: Olinger, Mark A. - PDR; Pitts, Marianne G. - PDR; Ebinger, Matthew J. - PDR
Cc: Pechin, Maritza - PDR; David Herring; johnsieg
Subject: Richmond 300 for the Planning Commission today
Attachments: Richmond 300 Letter Final HPLUC 7-13-2020.pdf; Richmond 300 Letter Addendum.pdf; 127-0344-0417_ep_Tobacco_Row_1989_Easement.pdf; 127-0344-0417_2500_E_Main_St_2012_Ease_Split.pdf; 127-0344-0418_2600_E_Main_St_2012_Ease_Split (2).pdf

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.

Good Morning all —

Please see the comments from the Church Hill Association below following up on the concerns we outlined in the letters we previously submitted to you. The letters are included here again for easy reference. In our email below we focus on two major concerns and suggest amended text to address those issues.

Please share with the members of the Planning Commission, and let us know if you have any questions.

Thank you so much —
Alli Alligood
President
The Church Hill Association

Begin forwarded message:

From: David Herring <chdh2306@gmail.com>
Subject: Richmond 300 Pre-Final Plan
Date: September 20, 2020 at 10:14:55 PM EDT
To: Alli Alligood <aalligood@icloud.com>

Hi Alli:

I have reviewed the Pre-Final Richmond300 Plan and it is my view that the plan language has not been changed sufficiently to address the concerns identified by the Historic Preservation and Land Use Committee (HPLUC). I recommend that we send our two letters directly to the Planning Commission. There are several issues that were outlined in our letters and reviewed in our meeting with planning staff that are still concerning, but I believe we need to send an email on two issues most critical to the Plan, specifically:

1) The Pre-Final Plan fails to reference the legal easement held by the Virginia Department of Historic Resources (DHR) on future Tobacco Row development, which we shared with Planning and Development Review and needs to be referenced in the Plan because:

a) The easement, which is intended to protect the context and views to/from the St John's Church Old and Historic District as well as protect the views to/from Tobacco Row and the James River, should be referenced as a determining guide in setting heights along East Main Street between Libby Hill Park and 21st Street at Taylor Hill Park as this is the section of East Main Street that is directly parallel and has a direct effect on views to/from Church Hill and Shockoe Bottom. The intent of the easement is to clearly provide a transition between the two historic districts so that one does not visually encroach upon the other.

b) The easement should be referenced on all of the Future Land Use Maps, which currently show Corridor Mixed Use (2 to 10 stories) along Tobacco Row and Main Street between 21st Street and the Rocketts Landing development.

c) The easement should be referenced under Goal 3 Historic Preservation and Objective 3.1, as well as on the map (Figure 21, page 91) showing the St John's Church Old and Historic District and Tobacco Row National Register of Historic Places.

d) Lastly, and of critical importance, DHR - the easement holder - has not been consulted in this planning process in order to provide guidance and interpretation of the easement the agency holds.

In view of the fact that DHR has not been a consulting party to this process, I recommend the following specific language be added to the Plan: "Previous owners of Tobacco Row signed a historic preservation easement with the Virginia Department of Historic Resources to benefit and protect the St John's Church Old and Historic District as well as Tobacco Row, both areas on the National Register of Historic Places. This easement will be the guide for determining building heights that would impact the St John's Church Old and Historic District and to development and heights that might be proposed between Tobacco Row and the James River."

2) The Pre-Final Plan still does not include strong enough language to ensure that the Shockoe Small Area Plan will be determinative for the heights and density of development in Shockoe Bottom. In addition, since we sent our letters, the city has added a new planning designation to Richmond300 and applied it solely to Shockoe Bottom: Destination Mixed-Use with "buildings typically a minimum height of five stories" but no maximum.

Furthermore, the plan clearly states that the city will "rezone in alignment with the Future Land Use Map...". While it also states that the city will "Complete and adopt the Shockoe Small Area Plan," it does not specify that the Shockoe Area Plan will be adopted as an amendment to the Richmond 300 plan and is intended to govern the future of Shockoe Bottom. It does not state that the Future Land Use Map will be amended based on the Shockoe Area Plan. Additionally, if the city will "rezone in alignment with the Future Land Use Map," as shown in the current Pre-Final Plan, then this could preempt the Shockoe Area Plan and include the possibility of unlimited height, or at very least, default to the 12 story height that is stated in the Pulse corridor plan - either of which could be detrimental to and negatively affect the overall historic character of this fragile area.

In an adjacent caption, the plan states that "The City is developing a Small Area Plan for Shockoe under the guidance of the Shockoe Alliance. The Shockoe Alliance's mission is to guide design and implementation of concepts and recommendations for the future of Shockoe as a holistic area rooted in history and informed by those with shared interests to advance these efforts in support of the mission."

Clearly, this language is inadequate and can easily be misinterpreted. Therefore, I recommend we ask for language that states simply and specifically: "The City is in the process of developing a Small Area Plan for Shockoe, which is not yet complete. Therefore, the Shockoe Small Area Plan will govern the future of Shockoe upon being finalized and will be adopted as an amendment to the Richmond300 Plan and Future Land Use Map, refine the heights permitted in Shockoe, and guide the rezoning process that will follow".

I'm attaching the letters that were initially sent to planning staff for you to include to Planning Commission members along with the Tobacco Row easement document and accompanying maps.

Thanks in advance for sending this on behalf of the CHA's HPLUC! Feel free to let me know if you have any follow up questions.

Talk soon -
David

David Herring, Co-Chair
Church Hill Association, Historic Preservation and Land Use Committee

804-690-0662



July 13, 2020

Marianne Pitts
City of Richmond Dept of Planning and Development Review
900 East Broad Street
Richmond, Virginia 23219

Dear Ms. Pitts:

This letter is responding to your July 9, 2020 email requesting that the Church Hill Association (CHA) provide a list of concerns / comments regarding the Richmond 300 Master Plan process to the Advisory Council by the July 13, 2020 deadline. I do want to reiterate that our bylaws require that the full CHA membership must collectively approve official communications on any topic related to our neighborhood, which, in this case, includes the CHA's official response regarding the Richmond 300 Master Plan process. Our next membership meeting will take place on July 21st, at which time we will vote on the final membership position.

However, in order to provide specific comments on the Richmond 300 Plan by the deadline as it relates to our neighborhood and regarding our immediate adjacent neighborhood of Shockoe, I asked our Historic Preservation and Land Use Committee (HPLUC) to provide a list of initial comments for inclusion into the record that will be considered by the Advisory Council. We understand that opportunities for the CHA to officially respond in a more detailed manner will be provided once all comments have been incorporated into a final amended document that will be presented to the City Planning Commission and City Council. Therefore below, I am providing comments / concerns that have been raised by our HPLUC:

- Planning/Zoning issue regarding building height: Shockoe and Church Hill
 - Concern: Through Shockoe along East Main Street from Libby Hill Park to Main Street Station and the commercial corridor through Church Hill from North 25th Street to Nine Mile Road, the Richmond 300 Plan recommends a Corridor/Mixed Use zoning designation. We believe the eight-story recommended allowable height cap is too tall, does not support the established historic character of these areas and could encourage demolition of existing buildings of lower height in order to increase the neighborhood density. Therefore, we request that building form in the aforementioned commercial corridors be capped at six-stories and in the area along Main Street between 25th and Poe's directly in front of antebellum homes on Church Hill be limited to 4 to 5 stories, and also be subject to being stepped back where necessary to appropriately align with any neighboring buildings. We also request that the L shaped oval outline of Shockoe Bottom as a priority growth area (map p. 23 and in other parts of the plan) be modified to not extend into Church Hill. It should not include areas that are both east of 21st Street and on the north side of Franklin between 21st and 25th Streets.

CHA/HPLUC comments, continued:

- Concern: The Corridor Mixed-Use designation for North 25th Street (map p. 51) designates the corridor for up to eight stories, which is too tall for the historic context, the width of the street, and the degree of transit access that may be available. Heights for this corridor should generally be limited to four stories. We note that the Corridor Mixed-Use designation conflicts with the Neighborhood Node proposals in Appendix C for 25th Street and Nine Mile Road and 25th Street and Jefferson Avenue which both specify two to four stories.
- Zoning implementation timing issue: Shockoe
 - Concern: Richmond 300 only references a Small area Plan for Shockoe (p. 31) that is guided by the Shockoe Alliance and city planning staff. The CHA has participated in numerous meetings required to initiate this a small area plan as well as the many community engagement meetings critical to the future success for Shockoe. It appears there is no mention that the Shockoe Small Area Plan will be the governing document for this area. Since significant discussion and community engagement has already occurred regarding land use, zoning, archaeology, historic preservation, tourism and economic development for the area, we believe the Richmond 300 Master Plan should reference the Shockoe Small Area Plan as the document, when finished, that will be the guiding document for future development within this historic area.
- Archaeology issue: Shockoe
 - Concern: The Richmond 300 Plan suggests an archeological ordinance be adopted to provide guidance on to public and private landowners in how to manage any archeological findings. While an ordinance should be written, we believe this statement should be amended to also say an ordinance should be adopted to *create an Archaeological Commission*. This more direct language could also be reinforced in Chapter 2, Objective 3.1 (p. 88)
- Process/Procedure issues: Richmond 300 plan
 - Concern: Potential changes the Richmond 300 plan in terms of proposed heights and the proposal to rezone to the heights in the plan, may have significant impact within city old and historic districts, and affect and potentially limit the breadth of review and legal comment by the city's Commission of Architectural Review. Please explain how CAR will still have the ability to modify projects to protect historic resources.
 - Concern: The Richmond 300 plan appears to call for rezoning to the plan's heights and densities, which would eliminate most rezoning, special use permit, and POD processes, and therefore eliminate the collection and meaningful consideration of community input and the provision of community benefits, including affordable housing.

CHA/HPLUC comments, continued:

- Historic Preservation Issue: Church Hill, protecting views
 - Concern: In the Richmond 300 plan, chapter 2, High Quality Places, specifically Historic Preservation Objective 3.1- k, suggests that the Plan should “Identify the views that need to be protected”. The CHA, along with many other interested parties, have been working for years to protect the “view that named Richmond” from Libby Hill Park. All participating parties, including select CHA representatives, have worked diligently with the Planning Director to finally determine an acceptable “cone of vision” that should be protected in perpetuity. A draft ordinance was written and has not yet been finalized for public discussion and consideration by City Council. We believe that since the process to protect this historic view is currently underway it should be reflected in the Richmond 300 Plan, similarly to how the Shockoe Small Area Plan is mentioned and illustrated, particularly since the Richmond 300 plan specifically states view protection as a specific tenet of the objectives outlined the Historic Preservation portion of the plan. In fact, the plan should mention specifically the extent to which Richmond residents and visitors enjoy the views from Libby Hill Park, including not only the “View that Named Richmond” but also views directly in front of Libby Terrace and to the west and southwest, in addition to the view from the Grace Street Overlook and Jefferson Park.

For now, these are the areas of concern the HPLUC has identified. We sincerely appreciate your willingness to include them with the understanding these come only as recommendations from the committee. We would appreciate you sharing your responses with us prior to the Planning Commission meetings to consider the plan. As noted above, the CHA membership will provide additional official comments as the approval process for Richmond 300 advances.

Sincerely yours,



Alli Alligood
President



July 13, 2020

Marianne Pitts
City of Richmond Dept of Planning and Development Review
900 East Broad Street
Richmond, Virginia 23219

Dear Ms. Pitts:

In reviewing the previous correspondence providing comments from the Church Hill Association's Historic Preservation and Land Use Committee (HPLUC), a committee member brought forth information about an easement held by the Virginia Department of Historic Resources (DHR) on specific parcels within the Tobacco Row District as part of the Shockoe Valley Historic District.

We have just confirmed earlier today that DHR does hold easements in perpetuity – regardless of ownership – for five parcels referred to as Easement Properties in the document that are generally located between North 25th and North 27th Street (see attached easement and accompanying maps) for the purposes of protecting both Tobacco Row and the St John's Church Old and Historic District. Recorded in 1989, this easement restricts all new construction and/or demolition to the terms of the easement and must be reviewed by DHR prior to any planning approvals. Additionally, any construction or alteration must be compatible with the entrance to St. John's Church Old and Historic District.

As this directly affects the St. John's Church Old and Historic District in greater Church Hill, we believe this is significant new information that should be *considered and incorporated into the Richmond 300 Plan for Shockoe*. As we stated previously, we believe the eight-story height recommended in the Plan's Corridor Mixed Use designation is too high for the commercial corridors of East Main Street from Libby Hill Park to Main Street Station and through Church Hill from North 25th Street to Nine Mile Road; and while our prior letter noted that heights should be limited to four to five stories between 25th Street and Poe's, it appears that this governing easement would require lower heights than this to protect the St John's Church Old and Historic District.

We also note that the easement includes important specific provisions regarding the view from Tobacco Row across Cary Street to the river, imposing height and review restrictions for that area as well, affecting development proposals for parcels on the south side of Cary Street. In addition, while the easement was granted by Tobacco Row Property, L.P. and related to five specific properties under their ownership, the purpose and terms of the easement indicate that the viewshed protections should be applied to similar properties in the vicinity and, as noted, should be incorporated into the guidance provided by the Richmond 300 plan for this part of Shockoe Bottom and Tobacco Row.

Again, we sincerely appreciate your willingness to incorporate this additional comment from the Church Hill Association's HPLUC and look forward to a continued review of the Richmond 300 Plan with our membership to so we can provide additional input.

Sincerely yours,



Alli Alligood
President

02758

BOOK 0227 PAGE 1550

Exempted from recordation taxes
under the Virginia Code (1950), as amended,
Section 58.1-811(A)

TOBACCO ROW DONATION DISTRICT
DEED OF CONSERVATION EASEMENT

THIS DEED OF EASEMENT, made this 29 day of December, 1989, by and between TOBACCO ROW PROPERTY, L.P., a Virginia limited partnership, and its successors and assigns, herein referred to as "Grantor", and the COMMONWEALTH of VIRGINIA, VIRGINIA BOARD OF HISTORIC RESOURCES, herein referred to as "Grantee",

WITNESSETH:

WHEREAS, Chapter 22 of Title 10.1 of the Virginia Code of 1950, as amended (the "Virginia Code"), was enacted to preserve historic and architectural properties in the Commonwealth of Virginia, and charges the Virginia Board of Historic Resources to designate historic landmarks, buildings, structures, districts, objects and sites as it determines to constitute the principal historical, architectural and archaeological sites which are of local, statewide or national significance and to receive such properties and interests in such properties for the purpose, among other things, of the preservation of such properties and their settings; and

WHEREAS, Chapter 17 of Title 10.1 of the Virginia Code, entitled "Open Space Land Act", was enacted to preserve open

space lands and authorizes any public body to receive interests in properties for the purpose of preserving open space lands, and whereas restrictions on heights of structures and other limitations on air rights for historic preservation properties are within the scope of the Open Space Land Act; and

WHEREAS, Grantor is the owner in fee simple of certain properties (the "Fee Simple Parcels") located in the Shockoe Valley and Tobacco Row Historic District (the "Tobacco Row District") and has a leasehold interest in and an option to acquire other properties in the Tobacco Row District (the "Leasehold Parcels") which properties (collectively the "Easement Properties") contribute to the historic and cultural significance of the Tobacco Row District, said district being listed as a registered historic district on the Virginia Landmarks Register and the National Register of Historic Places; and

WHEREAS, the St. John's Church Historic District (the "St. John's District") is adjacent to the Tobacco Row District and is also listed as a registered historic district on the Virginia Landmark's Register and the National Register of Historic Places; and

WHEREAS, both Grantor and Grantee desire to ensure the perpetuation of the historic, architectural, cultural and visual features which led the Tobacco Row District and the St. John's District to be placed on such registers; and

WHEREAS, the Easement Properties constitute an important visual element within the Tobacco Row District and are a visual

transition area between the Tobacco Row District and the St. John's District, and visually and architecturally inappropriate treatment of the Easement Properties would severely damage the historic and visual integrity of both districts; and

WHEREAS, a grant of a conservation easement by Grantor to Grantee as to the Fee Simple Parcels will assist in ensuring the visual and historic integrity of the districts; and

WHEREAS, a pledge to extend this Easement to the Leasehold Parcels as and when acquired in fee simple by Grantor will assist in ensuring the visual and historic integrity of the districts; and

WHEREAS, to this end, Grantor desires to grant to Grantee, and Grantee desires to accept, a conservation easement on the Easement Properties, described below, pursuant to Chapters 17 and 22 of Title 10.1 of the Virginia Code;

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which are hereby acknowledged, Grantor does hereby irrevocably grant and convey to Grantee, its successors and assigns, an easement in perpetuity in gross (with right in perpetuity to restrict the use of as described below) over certain real properties known as the Easement Properties, more particularly described in Paragraph 1 and in Exhibit A.

The Easement shall constitute a binding servitude upon the properties of Grantor, its successors and assigns. The restrictions hereby imposed on the use of the Easement

Properties are in accord with the policy of the Commonwealth of Virginia, as set forth in Chapter 22 of Title 10.1 of the Virginia Code to preserve the historic resources of the Commonwealth of Virginia and their settings. The acts which Grantor covenants to do and not to do upon the Easement Properties, and the restrictions which Grantee is hereby entitled to enforce, shall be as follows:

1. Within thirty (30) calendar days of the execution of this Deed of Easement, the Grantee shall document the appearance of the Easement Properties through photographic means. The negatives of the said documentary photographs (DER negative number 10,193) shall be permanently stored in the picture collection of the Virginia State Library. Thereafter, all demolition and construction on the Easement Properties shall be governed by the terms of this Easement.
2. Buildings or structures currently existing on the Easement Properties may be demolished provided that application by Grantor shall have been made in good faith to the National Park Service under Part I -- Evaluation of Significance -- of the Historic Preservation Certification Application, and such application shall have been denied, or demolition of such buildings or structures is permitted as a result of a proceeding or proceedings under Section 106 of the National Historic Preservation Act of 1966, as

amended (a "Section 106 demolition permit").

Buildings or structures that have been certified, or for which a Section 106 demolition permit is not issued, may be demolished only with the prior written approval of Grantee, or upon receipt by Grantor of an order of demolition by the City of Richmond, Virginia, provided that Grantor provides Grantee with an opportunity to intervene in the City demolition proceeding. Grantor shall notify Grantee upon receipt of a Part I notification denial, Section 106 demolition permit approval, or demolition order of the City of Richmond. Changes, alterations, improvements, additions, or renovations to structures which exist as of the date of this Easement and which are to be maintained on the Easement Properties shall be subject to the prior written approval of the Grantee.

3. Grantor shall simultaneously convey to Grantee under separate cover New Construction Standards (the "Standards") for use in making improvements to the Easement Properties. The Standards are intended to ensure that new construction on the Easement Properties will be compatible with the historic and architectural character of the Tobacco Row District and the St. John's District and will form a transition between the districts. Grantor and Grantee, within sixty (60) calendar days after the date this Easement is executed, shall review the Standards and make any

adjustments or modifications to which the parties mutually agree. The Standards and any such adjustments or modifications shall be attached to this Easement as an amendment hereto. Thereafter, no changes may be made in the Standards without the prior written consent of Grantor and Grantee. No new building or structure shall be erected on the Easement Properties unless, in the opinion of Grantee, such new buildings or structures both (i) conform with the Standards, and (ii) are in keeping with the historic and architectural character of the Tobacco Row District. Changes, alterations, additions, improvements or renovations to the exteriors of any new buildings or structures on the Easement Properties may be made only upon prior written approval of Grantee and provided that such changes, alterations, additions, improvements or renovations are consistent with the Standards. Any building or structure erected on the Easement Properties after the date of this Easement may not be demolished in whole or in part without the prior written approval of Grantee.

4. Grantor covenants to restrict development of the Easement Properties to the extent consistent with the conservation purposes of this Easement, the Standards, federal, state and local zoning regulations and standards for construction and rehabilitation in the City of Richmond, Virginia.

5. Grantor covenants as to Parcel No. 5 to make no improvement which will substantially impair the scenic enjoyment of the general public of the existing unobstructed view from Cary Street, a public street maintained by the City of Richmond, Southward to the James River and Kanawha Canal, Chapel Island and the James River. Grantor covenants that any new construction on the Easement Properties South of Cary Street will be limited in height so as to maintain existing views of the James River and Kanawha Canal, Chapel Island and the James River from Cary Street, and to maintain visibility of the Southern exteriors of the historic buildings of the Tobacco Row District from the James River and Kanawha Canal, Chapel Island and the James River. Such height limitations will prohibit Grantor from constructing any improvement which would substantially obstruct the view for a distance exceeding thirty percent (30%) of the length of the distance between 23rd Street and Pear Street along the Southern edge of Cary Street. Any improvements will be limited in height to twenty (20) feet above the crown of Cary Street. Stair enclosures and trash enclosures shall not exceed thirty (30) feet in length, and decorative railings shall be limited in height to four and one-half (4.5) feet above the top of sidewalks adjacent to Cary Street. All decorative railings shall be constructed so as not to obstruct

the general public's scenic enjoyment of Chapel Island and the James River from Cary Street. Masonry walls constructed in conjunction with decorative railings shall be limited in height to eighteen (18) feet.

Masonry piers constructed in conjunction with decorative railings shall be limited in height to nine (9) feet and in width to two and one-half (2.5) feet.

No improvements shall be made on Parcel No. 5 unless, in the opinion of Grantee, such improvements both (i) conform with the Standards, and (ii) are in keeping with the historic and architectural character of the Tobacco Row District.

6. Except during construction, Grantor shall maintain the Easement Properties in a neat and orderly manner at all times. The Easement Properties may be used for surface parking facilities or construction staging areas. However, no dump of junk, trash, rubbish, or any other unsightly or offensive material shall be permitted on the Easement Properties (except for trash receptacles as needed) at any time.
7. Prior to any ground-disturbing activities, Grantor shall arrange for a documentary assessment of the archaeological potential of the Easement Properties based on archival research. Such assessment shall be conducted by a professionally qualified archaeologist approved by Grantee, and shall evaluate both archaeological potential and previous damage so as to

allow for predictions of the probability of significant archaeological remains on each parcel. This probability shall be taken into account in planning for construction on each parcel and measures taken, where possible, to avoid or minimize damage to archaeological remains. Where such damage is not avoidable, Grantor hereby covenants to negotiate in good faith with Grantee to develop a reasonable mitigation strategy to take place prior to or concurrently with construction activities. The archaeological assessment, and all subsequent archaeological activities, shall be conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation Projects. Archaeological artifacts found on the Easement Properties shall remain the property of Grantor, but may, upon mutual consent of Grantor and Grantee, be conserved, studied, and/or stored by the archaeological staff of the Department of Historic Resources, or its successors.

8. In the event that hazardous waste is found on or under the Easement Properties. Grantor agrees that Grantee shall not be held responsible for any of the costs of removing such waste or decontaminating the Easement Properties, and hereby agrees to indemnify and hold harmless Grantee for any costs or liability associated with such hazardous waste.

9. No portion of the Easement Properties may be relinquished for public improvements without prior written approval of Grantee.
10. The Easement Properties may be divided, subdivided, or conveyed in fee other than as a single tract; provided, however, that Grantor forms or causes to be formed, in connection with any condominium arrangement, an entity or entities for the purpose of performing all of the obligations of Grantor and its successors and assigns under this Easement.
11. Subject to the restrictions set forth in Paragraph 3, and without in any way limiting those provisions, Grantor shall be permitted to construct on the Easement Properties buildings or structures for any uses authorized or approved by the City of Richmond, Virginia.
12. No new sign, marker, billboard, or outdoor advertising structure shall be displayed on any of the Easement Properties without the consent of Grantee, other than signs not exceeding three (3) feet by three (3) feet for any or all of the following purposes: (i) to provide information necessary for the normal conduct of any permitted business or activity on the Easement Properties, (ii) to advertise the Easement Properties for sale or rental, and (iii) to provide notice necessary for the protection of the Easement Properties and for giving directions to tenants and

visitors. In addition, temporary signs for construction purposes may be displayed on the Easement Properties for up to thirty (30) consecutive months without the consent of Grantee.

13. Grantee and its representatives may enter upon each of the Easement Properties (i) from time to time, upon fifteen (15) calendar days written notice to Grantor, for the sole purpose of inspection and enforcement of the terms of the Easement granted herein, and (ii) in its discretion, to erect at a location acceptable to Grantor, a single marker or sign comparable with the character and quality of signs or markers erected by Grantor, not exceeding two (2) feet by two (2) feet, which states the name of Grantee and advises that Grantee owns the Easement granted herein.
14. Whenever a request for Grantee's approval is submitted pursuant hereto, Grantee covenants not to withhold unreasonably its consent, and if Grantee fails to respond in writing within fifteen (15) calendar days of such request, then Grantee shall be deemed to have approved the request, and Grantor may proceed with the action for which approval was requested.
15. Grantor shall notify Grantee in writing within thirty (30) calendar days prior to any transfer or sale of the Easement Properties. In addition, Grantor agrees to incorporate the terms of this Easement independently or by reference in all future deeds of

transfer or sale, though any failure to comply with this provision shall in no way prevent the restrictions herein from running with any land conveyed.

16. Grantor agrees not to obstruct the opportunity for the public to view on a regular basis the Easement Properties or improvements made on the Easement Properties from adjacent public streets, roads or waterways.
17. In the event of a violation of any provision of this Easement, in addition to any remedies now or hereafter provided by law, Grantee may, following at least thirty (30) calendar days written notice to Grantor, require Grantor at its cost to correct the covenant herein violated. If Grantor does not commence correction of such violation within the thirty (30) day notice period, Grantee may, following at least thirty (30) calendar days further written notice to Grantor, enter upon the affected Easement Property to correct such violation and hold Grantor and its successors and assigns in title responsible for the reasonable cost thereof, and such cost, until repaid, shall constitute a lien on that Easement Property.
18. Grantor agrees that Grantee may, at its discretion, and with at least fifteen (15) calendar days notice to Grantor, transfer, convey or assign the rights under this Easement to any non-profit corporation or trust

that (i) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) is a publicly supported organization under Section 509(a)(2) of the Code, and (iii) meets the conditions of Chapter 22 of Title 10.1 of the Virginia Code, whose primary purposes include the preservation of property of historical, architectural or cultural significance. However, in no event may Grantee convey, assign or otherwise transfer the rights under this Easement unless Grantee, as a condition to any such conveyance, assignment or transfer, requires that the historic conservation purposes which the contribution of this Easement are intended to advance continue to be carried out. If at any time Grantee does not qualify as a qualified organization under Section 170(h) of the Code, Grantee shall immediately convey the Easement to an organization that is both a qualified holder under Chapter 10.1 of Title 10.1 of the Virginia Code and a qualified organization under Section 170(h) of the Code. Grantee agrees not to make any subsequent transfer, assignment or conveyance to any organization conditioned upon Grantor, its successors and assigns, making any additional contribution or payment to the recipient organization and to make such restriction a condition to any subsequent transfer, conveyance or assignment of the

Easement Properties. Since it is the public policy of the Commonwealth of Virginia that conservation easements be perpetual, in no event shall the right of Grantee in this Easement be conveyed in any way to Grantor or its successors, nor may Grantee quitclaim or in any way release the restrictions hereby imposed, except as permitted by or under the criteria set forth in Chapter 17 of Title 10.1 of the Virginia Code. If any transferee of the original Grantee acquires fee title to the land subject to this Easement, then all rights of the Grantee under this Easement shall automatically revert in the original Grantee or its successor.

19. This Easement is granted pursuant to Chapters 17 and 22 of Title 10.1 of the Virginia Code. The invalidity of such acts or any part thereof shall not affect the validity or enforceability of this instrument according to its terms, it being the intent of the parties (i) to agree and to bind themselves, their successors and assigns in perpetuity to each term of this instrument, and (ii) that this instrument constitutes a charitable trust, a preservation restriction, a common law easement in gross and a restrictive covenant.
20. Grantee is committed to protect the conservation purposes of this Easement and intends to enforce fully both the rights to be granted to it and the

restrictions to be imposed under this Easement. Grantee possesses the resources needed to enforce the restrictions of this Easement. If Grantee or any successor grantee should fail to enforce fully this Easement, then after notice and reasonable opportunity to restore enforcement, the rights and duties hereunder will be transferred to another agency or instrumentality of the Commonwealth of Virginia or any instrumentality thereof.

21. Grantor and Grantee agree that the mortgages and rights of all mortgagees in the Easement Properties are subject and subordinate at all times to the rights of Grantee to enforce the purposes of this Easement. Grantor has provided a copy of this Easement to all mortgagees of the Easement Property as of the date of this Easement, and each mortgagee shall agree in writing to subordinate its mortgage to the Easement. Such agreements shall be recorded prior to this Easement. Notwithstanding the foregoing, if a mortgage grants to a mortgagee (i) the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all of or any part of any of the Easement Properties, or (ii) the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about any of the Easement Properties, or if a mortgagee has received an

assignment of the leases, rents and profits of any of the Easement Properties as security or additional security for a loan, then the mortgagee shall have a prior claim to the insurance and condemnation proceeds and the leases, rents and profits of the Easement Properties and shall be entitled to receive such proceeds and the leases, rents and profits in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to the Easement. Before exercising any right or remedy due to breach of the Easement, except the right to enjoin a violation hereof, Grantee shall give all mortgagees of record written notice describing the violation, and the mortgagees shall have sixty (60) calendar days thereafter to cure or cause a cure of the violation. This Paragraph 21 shall in no way, however, affect the powers or the responsibilities of Grantee under Chapter 17 of Title 10.1 of the Virginia Code.

22. Grantor and Grantee acknowledge that the grant of this Easement confers upon Grantee an immediately vested real property interest in the Easement Properties with a fair market value, for purposes of allocating proceeds in the event of an Extinguishment (as defined in Paragraph 24), determined as follows: (1) the fair market value of the Easement Properties unencumbered by the Easement minus any increase in value after the

date of the Easement grant attributable to rehabilitation or improvements made by Grantor, its successors or assigns, (ii) multiplied by a fraction, (A) the numerator of which is the value of the Easement at the time of the Easement grant, and (B) the denominator of which is the value of the Easement Properties at the time of the Easement grant without deduction for the value of the Easement. The values used to determine the allocation of proceeds shall be based on the Qualified Appraisal provided to Grantee pursuant to Paragraph 23. Grantor and Grantee shall verify these values by affidavit and record them as an amendment to the Easement when the Qualified Appraisal is completed and the ratio of the value of the Easement to the value of the Easement Properties unencumbered by the Easement shall remain constant.

23. Grantor shall provide Grantee a "Qualified Appraisal" (as that term is defined in Treasury Regulation section 1.170A-13(c)(3) and in P.L. 98-369, § 155(a), 98 Stat. 691 (1984)) of the fair market value of the Easement. Grantee covenants to sign any appraisal summary form, including Internal Revenue Service Form 8283, Noncash Charitable Contributions, prepared for the Internal Revenue Service and submitted to Grantee by Grantor upon receipt of the Qualified Appraisal and this fully executed Easement.

24. If an unexpected change in the conditions on or surrounding the Easement Properties results in a change in the status of the Tobacco Row District as a historic district such that continued use of the Easement Properties for conservation purposes is, in the opinion of Grantee, impossible or impractical, an Extinguishment of the Easement may be necessary. Such an Extinguishment shall not take place unless the conservation purposes for which this Easement was created have ceased to exist, and must be a result of a final judicial proceeding. Such an Extinguishment must confer upon Grantee a portion of the net proceeds resulting from the Extinguishment as determined in Paragraph 22. Grantee must agree to apply, to the extent allowed by law, all of such amount to the preservation and conservation of other buildings, structures or sites having historical, architectural, or cultural value and significance to the people of the Commonwealth of Virginia. For purposes of this Easement, an Extinguishment does not arise from a transfer, conveyance, assignment, sale or refinancing of any of the Easement Properties.
25. Grantor shall promptly notify Grantee of any conflict between any ordinance or regulation relating to building materials, construction methods or use, and the terms of this Easement. In the event of such conflict, the ordinance or regulation shall prevail

and Grantor shall cooperate with Grantee and any appropriate authority to accommodate the purposes of this Easement and such ordinance or regulation.

26. Grantor acknowledges that the subject matter of this conveyance is a perpetual donation to Grantee which can no longer be transferred by Grantor.
27. Any notice provided by Grantor or Grantee shall be in writing and shall be mailed by expedited overnight courier or with postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. Notice provided to Grantor shall be at 2600 East Cary Street, Richmond, Virginia 23223, Attention: Managing General Partner, and to Grantee, care of the Department of Historic Resources, Commonwealth of Virginia, 221 Governor Street, Richmond, Virginia 23219, Attention: Easement Administrator. Each party must notify the other of a change in its address. The failure to serve a change of address notice shall not waive the notice requirement.
28. This instrument is executed in three (3) counterparts. Each counterpart shall constitute the agreement of the parties.
29. Grantor shall do and perform at its own cost all acts necessary to insure the prompt recording of this instrument with the Office of Clerk of the City of Richmond, Virginia for Public Records and shall comply

with all notification requirements set out in Chapter 10, Section 10.1-1012 of Title 10.1 of the Virginia Code. After recording, the original recorded deed shall be forwarded to Grantee and a conformed copy of the recorded deed shall be retained by Grantor.

Although this easement in gross will benefit the public in the ways recited above, nothing herein grants, nor shall be construed to grant, any right to the public of access to or use of any of the Easement Properties, and Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Acceptance by the Virginia Board of Historic Resources of this conveyance is authorized by section 10.1-2204 of Title 10.1 of the Virginia Code.

Witness the following signatures and seal:


TOBACCO ROW PROPERTY, L.P.,
a Virginia limited partnership,
by: Tobacco Row Associates, L.P.
Managing General Partner


By: William H. Abeloff
Managing General Partner

Accepted:

VIRGINIA BOARD OF HISTORIC RESOURCES

By:


Hugh G. Miller
Director, Department of Historic Resources

STATE of VIRGINIA
CITY of RICHMOND

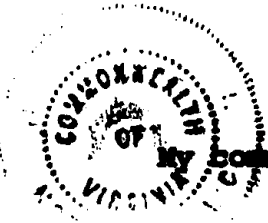
)
) To wit:

BOOK 0227 PAGE 1570

The foregoing instrument was acknowledged before me this 29th day December of 1989, by William H. Abeloff, Managing General Partner of Tobacco Row Associates, L.P., a Virginia limited partnership and the Managing General Partner of Tobacco Row Property, L.P., a Virginia limited partnership, on behalf of the Partnerships.

Virginia E. McConnell
Notary Public

My commission expires: November 1, 1992



STATE of VIRGINIA
CITY of RICHMOND

)
) To wit:

The foregoing instrument was acknowledged before me this 29th day of December, 1989, by Hugh C. Miller, Director of the Department of Historic Resources, on behalf of the Virginia Board of Historic Resources, Grantee therein.

Virginia E. McConnell
Notary Public

My commission expires: November 1, 1992



EXHIBIT A

BOOK 0227 PAGE 1571

PARCEL 1

All that certain piece or parcel of land with improvements thereon and appurtenances thereto lying and being in the City of Richmond, Virginia and described as follows:

Beginning at a stone found at the intersection of the northern line of East Main Street and the eastern line of North 24th. Street; thence along the eastern line of North 24th. Street N37°55'40"E 166.37' to the face of the wall of a two story brick building known as number Thirteen North 24th. Street; thence along the face of the said brick wall S51°59'50"E 89.66' to the corner of the said brick wall; thence S38°06'07"W 0.65' to a lead hub found; thence S51°59'50"E 42.34' to a point; thence S37°55'40"W 65.85' to a rod set; thence S51°57'07"E 133.50' to a rod set on the western line of North 25th. Street; thence along the western line of North 25th. Street S38°01'40"W 100.03' to a copper pin found on the northern line of East Main Street; thence along the northern line of East Main Street N51°56'20"W 265.33' to the point of beginning and containing 0.810 acres. All as shown on a plat of survey by Charles L. Wingate, P.L.S. entitled "Plat of a parcel of land located on the northern line of East Main Street between North 24th. Street and North 25th. Street" dated December 28, 1989.

PARCEL 2

Beginning at a stone found at the intersection of the western line of North 26th. Street (66'± R/W) and the northern line of East Main Street (80'± R/W); thence extending westwardly along the northern line of East Main Street N52°06'31"W 264.76' () a stone found on the eastern line of North 25th. Street (66'± R/W); thence along the eastern line of North 25th. Street N38°00'00"E 81.05' to a point; thence leaving the eastern line of North 25th. Street S52°00'00"E 116.00' to a rod found; thence N38°00'00"E 78.00' to a rod found; thence S52°00'00"E 55.00' to a rod found; thence N38°00'00"E 15.00' to a rod found; thence S52°00'00"E 33.00' to a rod found; thence S38°00'00"W 8.00' to a rod found; thence S52°23'28"E 65.81' to a point on the western line of North 26th. Street; thence along the western line of North 26th. Street S37°40'19"W 166.06' to the point of beginning. Known as 2506 East Main Street. All as shown on a plat of survey by Charles L. Wingate, P.L.S., entitled "No. 2506 East Main Street, Richmond, Virginia," dated December 1, 1989, revised December 15, 1989.

EXHIBIT A

(Continued)

BOOK 0227, PAGE 1572

PARCEL 3

Beginning at a stone found at the intersection of the northern line of East Main Street (80'± R/W) and the Eastern line of North 26th. Street (66'± R/W); thence along the eastern line of North 26th. Street N37°40'19"E 158.00' to a rod set on the southern line of a variable width alley; thence along the southern line of said alley S52°17'41"E 264.18' to a rod found on the western line of North 27th. Street (66'± R/W); thence along the western line of North 27th. Street S37°44'19"W 158.00' to a rod set on the northern line of East Main Street; thence along the northern line of East Main Street N52°17'41"W 264.00' to the point of beginning. Known as 2600 East Main Street. All as shown on a plat of survey by Charles L. Wingate, P.L.S., entitled "No. 2600 East Main Street, Richmond, Virginia" dated December 15, 1989.

PARCEL 4

All that certain piece or parcel of land with improvements thereon and appurtenances thereto lying and being in the City of Richmond, Virginia and described as follows:

Beginning at a point on the southern line of East Main Street, distance thereon 277.65' east of the eastern line of South 26th. Street; thence along the southern line of East Main Street S52°17'35"E 213.10' to a stone found; thence continuing along the southern line of East Main Street S11°07'30"E 81.11' to a stone found on the western line of Pear Street; thence along the western line of Pear Street S52°38'50"W 156.94' to a point; thence leaving the western line of Pear Street N51°40'57"W 236.11' to a point; thence N37°57'21"E 136.71' to the point of beginning and containing 1.147 acres. All as shown on a plat of survey by Charles L. Wingate, P.L.S. entitled "Plat of a parcel of land located at the southeast corner of East Main Street and Pear Street" dated December 28, 1989.

PARCEL 5

All that certain lot, piece or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, bounded by Dock, East Cary, 22nd and Pear Streets, as shown on Plat of survey prepared by Draper Eden Associates, Consulting Engineers, dated March 21, 1989 and last revised November 30, 1989, entitled "Plat Showing Property Bounded By Cary Street, Dock Street, 22nd Street and Pear Street in The City of Richmond, Virginia", and more particularly described as follows:

EXHIBIT A

(Continued)

BOOK 0227 PAGE 1573

BEGINNING at a point marking the intersection of the northern line of Dock Street and the eastern line of 22nd Street; thence running along the eastern line of 22nd Street North 36°43'44" East 119.98 feet to a point of intersection of the southern line of Cary Street; thence along the southern line of Cary Street the following courses: South 53°35'02" East 265.52 feet, South 53°34'31" East 66.00 feet, South 53°40'37" East 265.22 feet, South 53°30'01" East 66.00 feet, South 53°37'29" East 265.38 feet, South 53°17'04" East 66.00 feet, South 53°33'14" East 271.54 feet, South 53°38'23" East 50.00 feet, South 53°35'05" East 366.58 feet; thence leaving the southern line of Cary Street South 51°02'25" West 116.50 feet; thence South 43°11'20" East 72.00 feet; thence South 46°48'40" West 7.84 feet to a point of curvature of a curve concave to the left, said curve having a radius of 392.76 feet, a tangent of 92.34 feet, a chord of 179.78 feet bearing North 63°56'43" West to a point of intersection on the northern line of Dock Street; thence along the northern line of Dock Street the following courses: North 47°27'14" West 231.64 feet, North 47°27'05" West 50.50 feet, North 47°32'18" West 59.20 feet, North 50°47'05" West 212.54 feet, North 50°41'54" West 65.56 feet, North 50°42'11" West 265.43 feet, North 50°41'55" West 65.18 feet, North 50°42'11" West 295.81 feet, North 55°01'00" West 35.33 feet, North 49°54'28" West 82.37 feet, North 49°54'26" West 13.13 feet, North 79°33'09" West 93.82 feet, North 53°34'11" West 88.00 feet to the point of beginning.

LESS AND EXCEPT that certain parcel bounded by the eastern line of 22nd Street, the southern line of Cary Street and the northern line of Dock Street, containing 0.697 of an acre designated Tobacco Row Associates, on plat of survey prepared by Draper Aden Associates, dated March 21, 1989, last revised November 30, 1989, referred to above.

Said parcel containing 3.783 acres, more or less.

~~VERIFIED BY THE CLERK OF THE DISTRICT COURT OF THE CITY OF~~

~~This deed was prepared and was in compliance with the provisions of the Act of~~

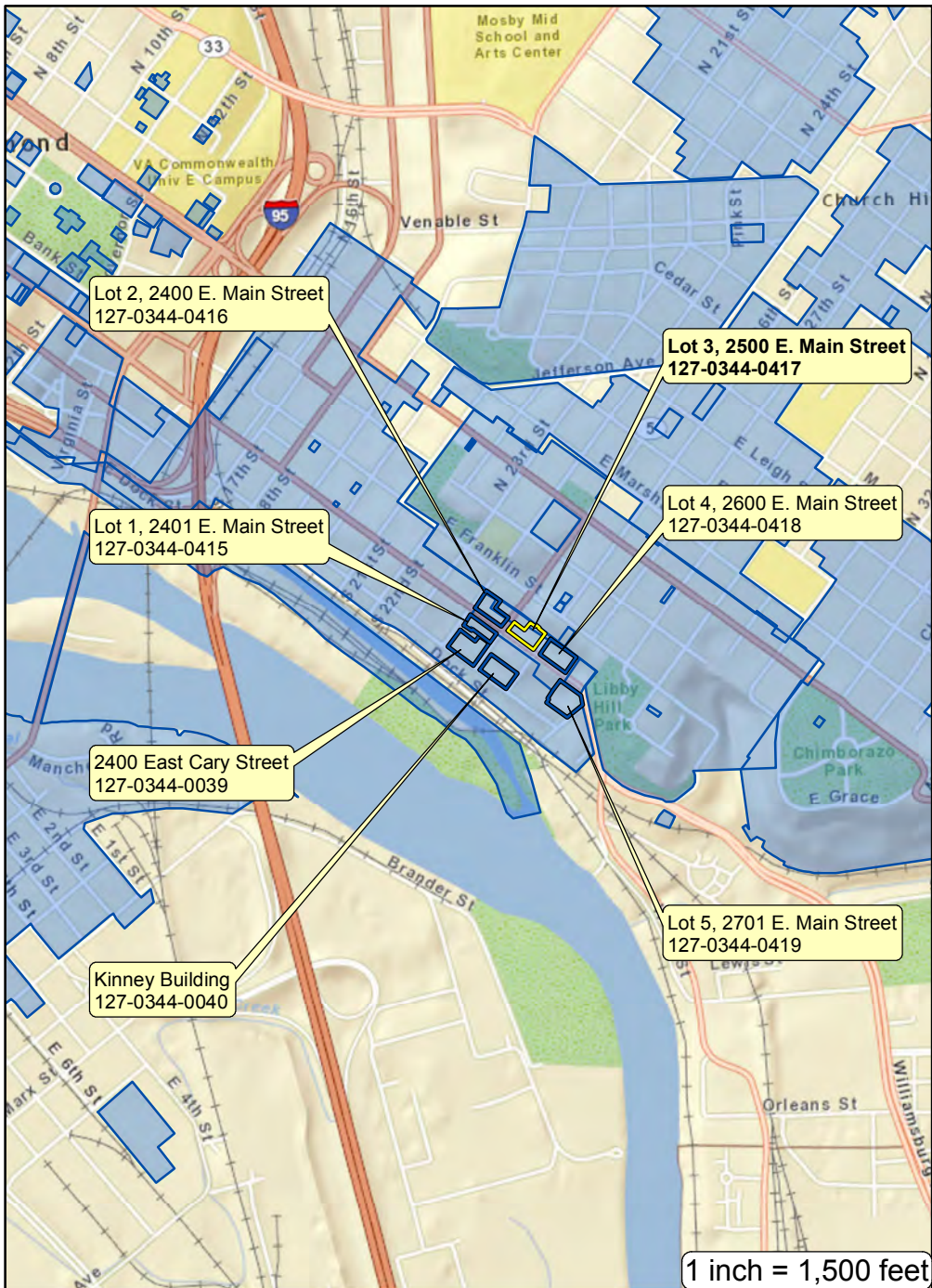
FEB 16 1990

11:00 A.M.

30.00

Eric Aden, President

175
875



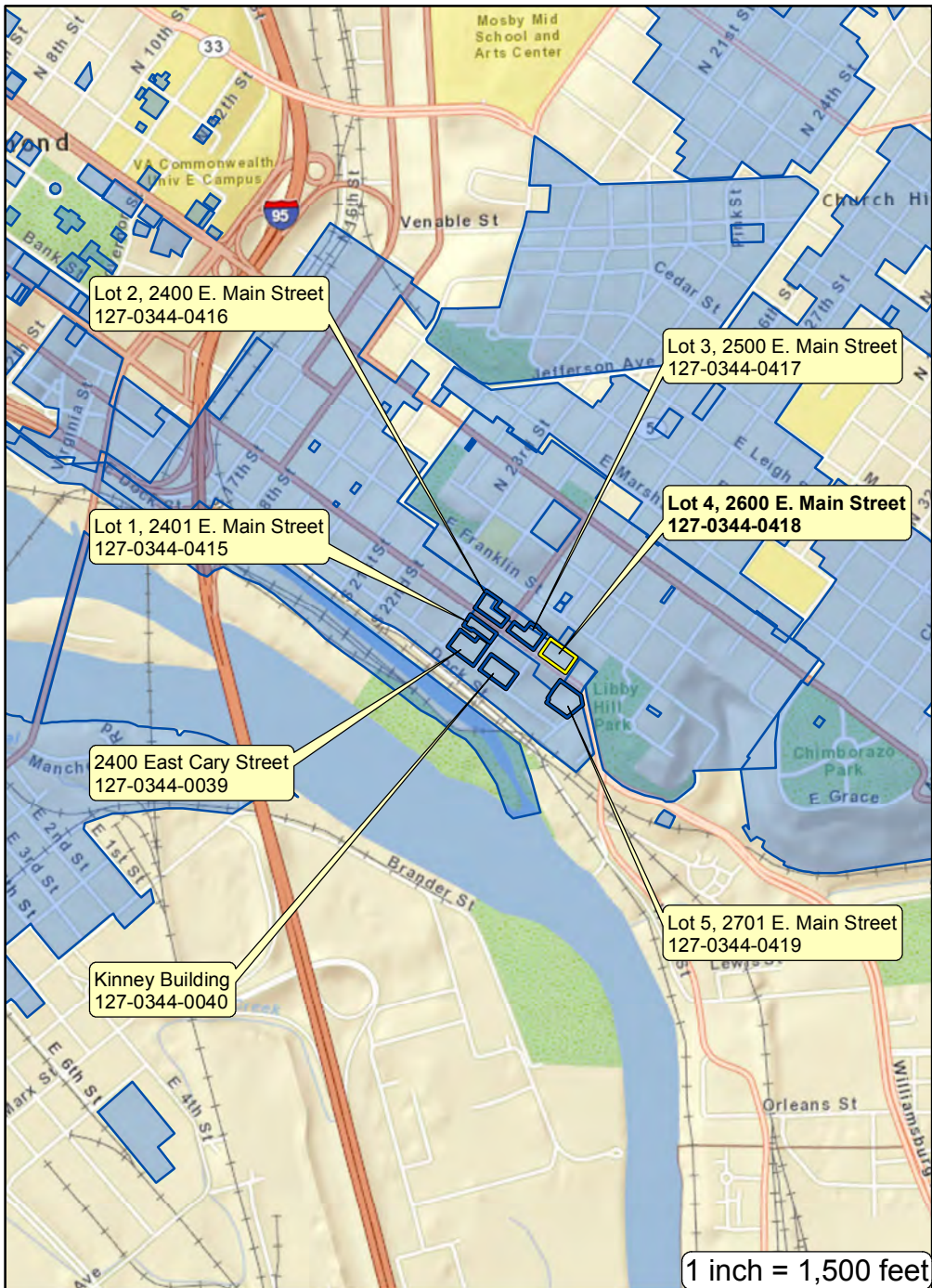
**Lot 3, 2500 E. Main Street - Easement
City of Richmond, Richmond Quad
DHR# 127-0344-0417**



Sources: VDHR 2011, USGS 2002, ESRI 2010, VDOT 2007, VBMP 2009
Records of the Virginia Department of Historic Resources (DHR) have been gathered over many years and the representation depicted is based on the field observation date and may not reflect current ground conditions. The map is for general illustration purposes and is not intended for engineering, legal or other site-specific uses. The map may contain errors and is provided "as-is". Contact DHR for the most recent information as data is updated continually.



Created by: D. Bascone January 30, 2012



**Lot 4, 2600 E. Main Street - Easement
City of Richmond, Richmond Quad
DHR# 127-0344-0418**



Sources: VDHR 2011, USGS 2002, ESRI 2010, VDOT 2007, VBMP 2009
Records of the Virginia Department of Historic Resources (DHR) have been gathered over many years and the representation depicted is based on the field observation date and may not reflect current ground conditions. The map is for general illustration purposes and is not intended for engineering, legal or other site-specific uses. The map may contain errors and is provided "as-is". Contact DHR for the most recent information as data is updated continually.



Created by: D. Bascone January 30, 2012