

## Special Event Management Plan Agreement

This Special Event Management Plan Agreement (“Agreement”) is entered this 17<sup>th</sup> day of February, 2017 by the Maymont Foundation, a Virginia non-stock corporation (the “Foundation”) and the William Byrd Terrace Association, a Virginia non-stock corporation (the “Association”).

### RECITALS

Whereas, the Foundation is the owner of the properties located at 1000 Westover Road, a portion 1001 Spottswood Road and a 20-foot public alley in the City of Richmond, Virginia (collectively, the “Property”) as more particularly shown on the survey entitled “Vacation of 20’ Alley and Spottswood Road, Dedication of 0.215 Acres of Land and Subdivision of Land Owned by the Maymont Foundation” prepared by the Department of Public Works, and dated October 6, 2016.

Whereas, the Foundation agrees to limit the use of the Property in connection with Ordinance 2017-103, adopted by City Council of the City of Richmond, Virginia authorizing the special use of the Property for the purpose of office use (“Office Use”) and limited special events, specifically reception events, weddings, meetings or other gatherings at the Property (“Events”, which together with the Office Use is hereinafter referred to collectively as the “Use”), as more particularly described in Ordinance 2017-103 (the “Ordinance”);

Whereas, the Foundation agrees to further limit the Use of the Property as more particularly described in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valid consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Recitals. The recitals are incorporated herein and made part of this Agreement.
2. Additional Restrictions.
  - a. Parking. The Children’s Farm Parking Lot (“CFPL”) shall be open whenever an accessory use of the Property as an Event occurs. The Foundation may designate specific parking areas within the CFPL for such use of the Property for an Event an/or may use alternative parking areas and transportation to the Property, including but not limited to other parking lots within Maymont Park. If an Event having between 100 and 200 guests occurs during the hours the CFPL is open to the public, the Foundation shall provide a minimum of 50 parking spaces within the Nature Center Parking Lot (“NCPL”) and/or the Hampton Street Parking Lot (“HSPL”) for Events between 100 and 149 guests and 75 parking spaces with the NCPL and/or HSPL for Events between 150 and 200 guests. If an Event with an occupancy of 50 to 99 people as guests occurs on a Saturday or Sunday during the months of April through September during the hours the CFPL is open to the public, the Foundation shall provide a

minimum of 25 parking spaces within the NCPL and/or the HSPL for such Event. The Foundation shall advise all guests of Events to not park on Westover Road or Spottswood Road.

b. Staff. Accessory use of the Property for an Event outside of public operating hours for Maymont Park shall require an outside security personnel or staff to monitor access to the Property and the CFPL.

c. Music. Outdoor music will be limited to either acoustic or minimally amplified (such as a small jazz combo with an electric keyboard or guitar), not to exceed 65 decibels, measured from the northern Property line. Any outdoor or amplified speakers shall be oriented so they face the CFPL or west towards Park Drive. In no event may music (indoor or outdoor) or other party noise exceed 65 decibels, as measured from the northern Property line. The Foundation shall provide staff or a third party to monitor the accessory use of the Property for an Event.

3. Designated Representatives. The Association shall provide notice to the Foundation of the designated representative of the Association (the "Designated Representative"). The Foundation shall provide the Designated Representative contact information for an Event staff person, including at least a cellular telephone number, for purposes of compliance with the provisions of the Ordinance for that accessory use of the Property for an Event having more than 100 guests beginning or continuing after 8 p.m.

4. Meeting. The Foundation will meet annually with the Designated Representative, or at the request of the Designated Representative, will invite the entire Association. At such meeting, the Foundation will provide a report as to the Use of the Property, including the number and size of Events since the previous meeting.

5. Amendment. The Foundation may not amend or assign this Agreement without the consent of the Association, which consent shall be in its sole discretion; provided, the Association shall discuss the proposed amendment or assignment in good faith. The Foundation shall provide the Association notice of the proposed amendment or assignment. In the event the Association does not respond to the Foundation within sixty (60) days of such notice, the Association shall be deemed to approve the proposed amendment or assignment.

6. Notices. All notices under this Agreement shall be personally delivered, sent via facsimile or via electronic mail, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested). Notices sent via personal delivery, overnight courier service, electronic mail and facsimile will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. A courtesy copy of any notice given by facsimile or electronic mail also shall be mailed to the party receiving the notice. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct in writing by notice given pursuant to this paragraph, but any such notice of a new address shall not be effective until actually received by the other party:

If to the Foundation: Maymont Foundation  
Attn: Executive Director  
1700 Hampton Street  
Richmond VA 23221

If to the Association: William Byrd Terrace Association  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Miscellaneous. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

Witness the following signatures:

Maymont Foundation

By: \_\_\_\_\_  
Parke Richeson  
Executive Director

William Byrd Terrace Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_