

RESOLUTION NO. 12933-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, A DECLARATION OF RESTRICTIVE COVENANTS OF THE CITY OF NEWPORT NEWS, VIRGINIA.

WHEREAS, a Location Public Hearing was conducted on November 15, 2007, in the City of Newport News by representatives of the Commonwealth of Virginia, Department of Transportation after due and property notice for the purpose of considering the proposed location of the Atkinson Boulevard Project, UPC 4483 (“the Project”), in Newport News, at which hearing aerial photographs, drawings, and other pertinent information were made available for public inspection in accordance with state and federal requirements; and

WHEREAS, all persons and parties in attendance were afforded full opportunity to participate in said public hearing; and

WHEREAS, representatives of the City of Newport News were present and participated in said hearing; and

WHEREAS, the Council was presented information and recommendations from the City Manager concerning the Project; and

WHEREAS, on February 12, 2008, the Council adopted Resolution 11562-08 to program the Project; and

WHEREAS, on November 22, 2011, Council adopted Resolution 12226-11 to grant the City Manager authority to execute and the City Clerk to attest all agreements with the Virginia Department of Transportation; and

WHEREAS, on March 8, 2016, Council approved Resolution 12901-16 authorizing the City Manager to execute any documents required by the United States Army Corps of Engineers in order to obtain proper permitting for the project; and

WHEREAS, one of the requirements of issuing the permit is for the City to record a Declaration of Restrictive Covenants (“the Declaration”), a copy of which is attached, which will restrict uses that substantially impact water quality on and flowing from the site of the Project; and

WHEREAS, Virginia Code §15.2-1800(B) requires that the Declaration be approved by Council after a public hearing;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia:

1. That, a public hearing having been conducted on June 28, 2016, it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, the Declaration.

2. That this resolution shall be in effect on and after the date of its adoption, June 28, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 28, 2016

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

DECLARATION OF RESTRICTIVE COVENANTS

OF

THE CITY OF NEWPORT NEWS, VIRGINIA
(Owner)

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made this 28th day of June, 2016, by THE CITY OF NEWPORT NEWS, Owner.

RECITALS

WHEREAS, THE CITY OF NEWPORT NEWS is the owner (“Owner”) in fee of the real property, rights and interests (including in wetlands, submerged lands, uplands, and associated riparian/littoral rights) (“Property”), comprising of Parcel 1 and Parcel 2 with a total of 62.14 acres ± located in the City of Newport News, Virginia. Parcel 1 is known as 15402 Warwick Boulevard (25.15 acres), GPIN #078000401, it being the same property conveyed to the City by deed from Conoc Investments dated September 26, 1989 and duly recorded in the Clerk’s Office of the Circuit Court of the City of Newport News in Deed Book 1209, Page 2432 and Deed Book 1209, Page 2434. Parcel 2 is known as 13101 Jefferson Avenue (36.99 acres), GPIN #065000126, it being the same property conveyed to the City by deed from NewDunn Associates dated February 22, 2012 and duly recorded in the Clerk’s Office of the Circuit Court of the City of Newport News as Instrument No. 120003412 and both are shown on Exhibit A attached hereto.

WHEREAS, Owner plans a transportation project to be known as “Atkinson Boulevard,” completion of which will result in a discharge of dredged or fill material that requires authorization through a Department of the Army Permit (“DA Permit”);

WHEREAS, Owner obtained authorization for certain impacts to Waters of the U.S. through DA Permit Number NAO-2006-05076, issued on April 13, 2016, by the U.S. Army Corps of Engineers, Norfolk District (“USACE”) in accordance with Section 404 of the Clean Water Act, 33 U.S.C. § 1344;

WHEREAS, Owner obtained authorization through Virginia Department of Environmental Quality (DEQ) Permit Number 15-0421, issued on October 6, 2015, by the DEQ in accordance with State Water Control Law Sections 62.1-44.5 and 62.1-44.15:20 for impacts to State Waters.

WHEREAS, the Properties include a total of 2.99 acres of wetlands and upland buffers (the “Preservation Areas”) as shown on the map, dated November 20, 2015 and recorded with this Declaration of Restrictive Covenants as Exhibit B;

WHEREAS, DA Permit Number NAO-2006-05076 /DEQ Permit Number 15-0421 requires that Owner (i.e., Permittee) address the potential for secondary/indirect wetland impacts as a result of the construction of Atkinson Boulevard, and Owner (Permittee) has chosen to satisfy this requirement, in part, by preserving a 30-foot wide buffer along the road frontage on the Properties;

WHEREAS, the USACE and the DEQ have determined that the Owner's proposal to use portions of the Properties, the Preservation Areas, are acceptable to reduce the chance of secondary/indirect wetland impacts associated with DA Permit Number NAO-2006-05076 and DEQ Permit Number 15-0421;

WHEREAS, Owner has chosen to record this Declaration of Restrictive Covenants expressing Owner's intent to preserve 1.77 acres of the Property (the "Preservation Area") as shown on Exhibit B entitled "Atkinson Blvd. 30' Conservation Buffer" which is attached as Exhibit B, Sheet 1 of 2 and preserve 1.22 acres of the Property as shown on Exhibit B entitled "Jefferson 30' Conservation Buffer" which is attached as part of Exhibit B, Sheet 2 of 2 to comply with DA Permit Number NAO-2006-05076 and DEQ Permit Number 15-0421 as well as USACE and DEQ regulations;

NOW THEREFORE, for good and valuable consideration as set forth above, Owner does hereby declare, covenant and agree, for itself and its successors and assigns, that said Properties described as shown on Exhibit B entitled "Atkinson Blvd. 30' Conservation Buffer" which is attached as Exhibit B, Sheet 1 of 2 and as shown on Exhibit B entitled "Jefferson 30' Conservation Buffer" which is attached as part of Exhibit B, Sheet 2 of 2 shall be hereafter held, occupied, used, leased, transferred, and sold subject to the following Restrictive Covenants which shall run with the land and be binding on Owner and all of Owner's heirs, successors, assigns, lessees, and any other occupiers or users.

COVENANTS AND RESTRICTIONS

1. **Recordation.** Owner shall ensure that this Declaration is recorded in the land records of the office of the Clerk of the Circuit Court of the City of Newport News, Virginia, and shall ensure that this Declaration is indexed against the land records for the Property. Owner shall ensure that these Covenants and Restrictions run with the Property in perpetuity and be binding on Owner and its successors, assigns, lessees, and any other occupiers or users of the Property.
2. **Conservation Purpose.** Owner declares, for itself and its successors and assigns, that the Property shall hereafter be held exclusively for conservation purposes, unless otherwise provided herein.

3. **Restrictions on Owner's Activities.** The Property described as shown on Exhibit B entitled "Atkinson Blvd. 30' Conservation Buffer" which is attached as Exhibit B, Sheet 1 of 2 and as shown on Exhibit B entitled "Jefferson 30' Conservation Buffer" which is attached as part of Exhibit B, Sheet 2 of 2, attached hereto shall be preserved in perpetuity in its natural state, by **prohibiting** the following activities:

a. Destruction or alteration of the Preservation Areas shown on Exhibit B, provided that the following activities are not prohibited by this Declaration if Owner first obtains **USACE and DEQ approval**, which shall not be unreasonably delayed or withheld, and provided further that nothing in this Declaration shall be construed to provide any USACE or DEQ authorization that would normally be required by law or regulation:

i. Alteration and associated improvements, such as nature trails and interpretive stations, proposed to be built by The City of Newport News, or its successors;

ii. Alteration to construct structures such as walkways, boardwalks, foot trails, wildlife observation or management structures, benches, observation decks, picnic tables, fence posts, and ecological, biological, hydrological or chemical monitoring, observation or management equipment including, without limitation, monitoring wells, or interpretive stations, or other structures, provided that:

1. any such structures permit, and do not impede, the natural movement of water, and

2. structures and/or facilities do not significantly affect the chemical, physical, and biological integrity of other covered waters

3. such facilities are constructed and maintained in accordance with all applicable federal and state laws;

iii. Alteration for the construction, maintenance and operation of public facilities including utilities, franchise utilities, transportation projects, roads, widening of roads and appurtenant structures including ramps, driveways, sidewalks, vaults, poles, pipes, accessory buildings and related items.

iv. Addition of signs constructed in public right of ways by or on behalf of the Virginia Department of Transportation or other governmental agencies;

v. Removal of vegetation (where not precluded by federal or state law) when conducted for

1. Removal of noxious or invasive plants; or

2. Public safety purposes

- vi. Planting of native species of plants by hand for aesthetic landscaping or screening purposes; and
 - vii. Alteration as reasonably necessary to comply with state or federal law or appropriate court order.
- b. Construction, maintenance or placement of any structures including but not limited to buildings, building pads, and mobile homes, other than those which currently exist.
 - c. Substantial alteration of the physical, chemical, or biological properties of Waters of the U.S. or State Waters, including but not limited to the alteration of wetland acreage and their associated buffers, land clearing, ditching, draining, diking, damming, filling, excavating, grading, plowing, flooding/ponding, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials, and the loss of functions in any surface waters or their associated buffer (except as may be necessary on a case-by-case basis with prior written approval by the USACE and DEQ;
 - d. Permitting livestock to graze, inhabit or otherwise enter the Preservation Area.
 - e. Harvesting, cutting, logging, and pruning of trees and plants, or using fertilizers and spraying with biocides;
 - f. Utilizing a non-reporting Nationwide Permit or State Program General Permit under Section 404 of the Clean Water Act or state general permits under VWPP regulations to impact any Water of the U. S., or any State Waters on the Preservation Area. Notification shall be required for the use of any Nationwide Permit, State Program General Permit, Regional Permit, or state general permit under VWPP regulations; and
 - g. Further subdividing the Preservation Area as shown on Exhibit B.
4. **Other Restrictions.** Owner represents and warrants that no restriction of record on the use of the Property, nor any presently existing future estate or interest in the Property, nor any lien, obligation, covenant, limitation, lease, mortgage, or encumbrance of any kind precludes the imposition or maintenance of this Declaration or the Restrictions established in this Declaration.
5. **Notice of Legal Action.** The USACE and DEQ shall be provided with a 60-day advance written notice of any legal action concerning this Declaration or of any action to extinguish, void or modify this Declaration in whole or in part. Any such notice period shall extend any applicable limitations of actions.

6. **Survival of Restrictions.** This Declaration is intended to survive foreclosure, bankruptcy, condemnation or judgments affecting the Property, to the extent of applicable law.
7. **Amendment.** This Declaration of Restrictive Covenants shall not hereafter be altered in any respect without the express written approval and consent of the Owner or its successor in interest and the USACE and DEQ. In order to vacate, modify, or amend this Declaration after recording, the Owner or its successor must (1) notify the USACE and DEQ of the intended vacation, modification, or amendment; and (2) obtain written approval from the USACE and DEQ, indicating that such vacation, modification, or amendment does not cause non-compliance with the compensatory mitigation requirements being satisfied by the Property. Any amendments must be recorded in the land records for the Property.
8. **Compliance Inspections and Enforcement.** The USACE, DEQ, and their authorized agents shall be allowed to enter and go upon the Property at reasonable times and under reasonable circumstances, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants. Unless prior arrangements have been made with the property owner, any inspection and compliance verification activities undertaken during normal business hours shall be deemed reasonable time and circumstance. Nothing contained herein shall make an inspection time unreasonable during an emergency. The USACE and DEQ may enforce the Restrictions through any means permitted by law, including any proceeding at law or in equity, provided that no violation of the Restrictions contained in this Declaration shall cause a forfeiture or reversion of title. Failure by any agency (or owner) to enforce any covenant of restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
9. **Effect of Prior Encumbrances.** Should a servitude, interest, right, or lease on or to the Property, not acknowledged herein, listed in Exhibit C, or identified on Exhibit B, and prior in time and recording to this Declaration of Restrictions, or unrecorded, or an alteration or amendment of this Declaration of Restrictions be exercised in such a manner that it conflicts with or voids the prohibited uses of the Property set out in this Declaration of Restriction, then the Owner and its successors, assigns, lessees, and any other occupiers or users of the Property, shall be responsible for providing alternative compensatory mitigation in such amounts and of such service and function as the USACE and/or DEQ (or their successors in interest) shall determine in their sole reasonable discretion, in accordance with the Clean Water Act and/or Sections 62.1-44.15:20-23 of the Code of Virginia.
10. **Eminent Domain.** The Owner shall notify the USACE and DEQ, within 30 days, if any party initiates eminent domain proceedings involving the Mitigation Area.
11. **Severability Provision.** The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

12. **Notice to Government.** Any permit application or request made to any government entity, which would affect the Mitigation Area on the Property, shall provide notice and copy of this Declaration of Restrictions to the government entity.
13. **Property Transfers.** Owner covenants to provide notice of this Declaration of Restrictions on any legal instrument used to convey any interest in the Property, provided that failure to include such notice shall not extinguish or otherwise impair the validity or enforceability of the Restrictions and Covenants established by this Declaration.

WITNESS the following signature the day and year first above written.

City of Newport News

BY: _____
James A. Bourey, City Manager

Commonwealth of Virginia, City of _____, to wit:

I, _____, a notary public for the state and city aforesaid, do certify that James M. Bourey, City Manager, whose name was signed on _____, _____ in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the city aforesaid.

Given under my hand and notary seal this _____ day of _____, _____.

Notary Public

My commission expires _____.

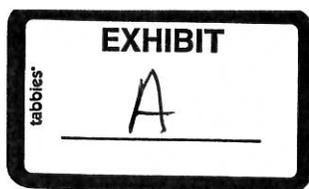
Approved as to Form

Attest

City Attorney

City Clerk

sdm14421



BK 1209 PG 2432

THIS DEED, made this 26th day of September, 1989, by and between CONCO INVESTMENT COMPANY, a Virginia limited partnership, party of the first part; and THE CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby grant and convey with GENERAL WARRANTY and with ENGLISH COVENANTS OF TITLE, unto the party of the second part, the following described property, to wit:

All that certain tract or parcel of land located in the City of Newport News, Virginia, containing 46.299 acres, designated and described as PARCEL "A" as shown on that certain plat entitled, "PLAT OF THE PROPERTY OF CITY OF NEWPORT NEWS, PARCELS 'A', 'B', & 'C', 102.764 AC.", made by J. K. Alvis, Jr., Certified Land Surveyor, dated August 30, 1989, a copy of which said plat is attached hereto and hereby made a part of this description by this reference.

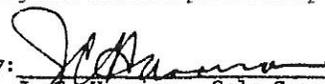
Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to any and all covenants, restrictions, easements, rights of way, agreements and conditions of record affecting said property.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signature.

CONCO INVESTMENT COMPANY, a
Virginia limited partnership

By: 

J. C. Harrison, Sole General
Partner

STATE OF VIRGINIA

CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this 26th day of September, 1989, by J. C. Harrison, Sole General Partner of Conco Investment Company, a Virginia limited partnership, for and on behalf of the partnership.

My commission expires 3/12/91

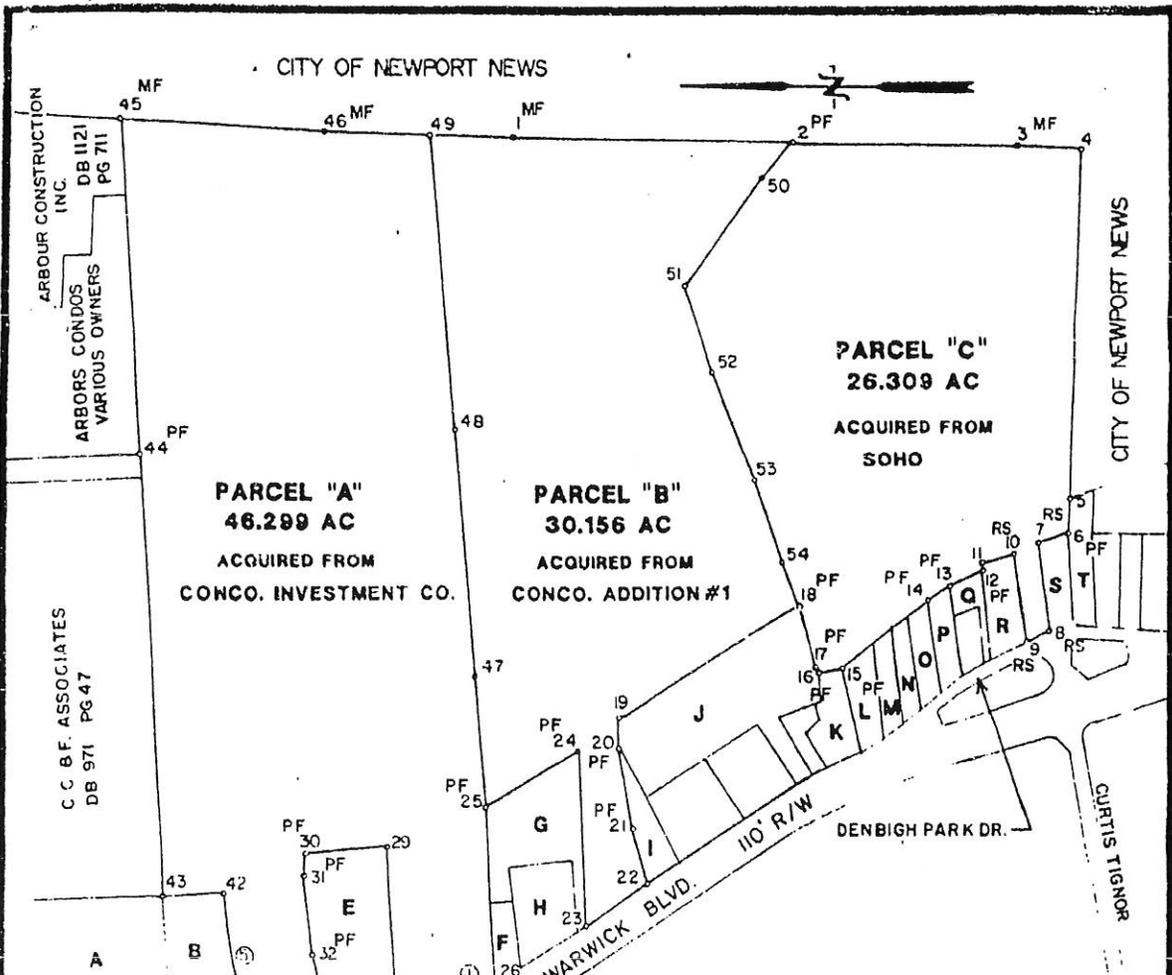
Victoria S. Gulbranson
Notary Public

d:\rd1\109deed.29h
89-209.32

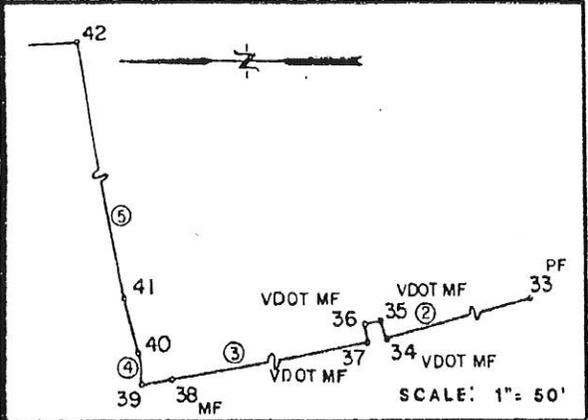
VIRGINIA: City of Newport News, to-wit
In the Clerk's Office of the Circuit Court for the City of Newport News, the 12 day of Dec., 1989. This Deed was presented with the certificate annexed, and admitted to record at 3:11 o'clock P.M.

Teste: REX A. DAVIS, Clerk

By [Signature]



SEE
INSET



PARCEL B OWNER

- A KIM SUNG HO et ux
- B CURRON & SCHERTLY LAND
- C DONALD W. LIGHT
- D TEXLAND PROP. CORP.
- E G. & K. INC.
- F KENNETH W. ZIEGLER
- G KENNETH W. ZIEGLER
- H CURTIS P. SCHULZE
- I PHILLIP L. REA
- J LEAGUE OF PRESBYTERY INC.
- K KENNETH R. WALLACE
- L LAMBERTO O. BRAZA
- M RAYMOND D. NATIONS
- N HARRY M. CAMPBELL
- O HARRY M. CAMPBELL
- P HARRY M. CAMPBELL
- Q ALBERT G. PULLIAM
- R EARNEST PERKINS
- S WILLIAM I. GARRETT
- T LOUIS J. SCHUCK

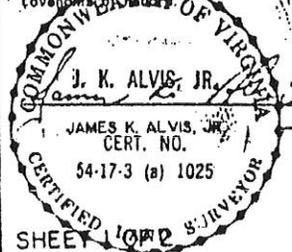
REFERENCE

- DB 1118 PG 2022
- DB 1199 PG 409
- DB 1139 PG 252
- DB 851 PG 225
- DR 1009 PG 726
- DB 957 PG 17
- DB 1191 PG 2261
- DB 1108 PG 2038
- DB 1155 PG 543
- DB 1124 PG 785
- DB 1100 PG 327
- DB 1119 PG 2436
- DB 1187 PG 1141
- DB 1010 PG 387
- DB 1010 PG 387
- DB 1010 PG 387
- DB 839 PG 358
- DB 78 PG 155
- DB 807 PG 617
- DB 1098 PG 1712

LEGEND

- PF — PIPE FOUND
- MF — MONUMENT FOUND
- RS — ROD SET
- VDOT MF—VA DEPT. OF TRANSPORTATION MONUMENT FOUND

I certify that this perimeter survey is correct to the best of my knowledge and belief, subject to easements, servitudes, and covenants of record.



J. K. ALVIS, JR.
C.L.S. 1025

CITY OF NEWPORT NEWS
DEPT. OF ENGINEERING

PLAT OF THE PROPERTY OF
CITY OF NEWPORT NEWS
PARCELS "A", "B", & "C"
102.764 AC

SCALE: 1" = 400'
DATE: 8/30/89

DRN. BY: SWS
APR. BY: [Signature]

BK 1209162435

1 TO 2 = S 01°23'30" W 777.16'
 2 TO 3 = S 00°26'43" W 606.26'
 3 TO 4 = S 02°23'20" W 181.74'
 4 TO 5 = N 88°07'17" W 956.89'
 5 TO 6 = N 87°38'54" W 95.25'
 6 TO 7 = N 22°57'39" W 84.74'
 7 TO 8 = S 84°14'33" W 254.20'
 8 TO 9 = N 18°57'32" W 61.03
 9 TO 10 = N 82°05'31" E 250.48'
 10 TO 11 = N 21°34'54" W 100.00'
 11 TO 12 = S 82°16'36" W 3.62'
 12 TO 13 = N 30°33'51" W 104.11'
 13 TO 14 = N 34°25'31" W 79.50'
 14 TO 15 = N 38°55'57" W 290.55'
 15 TO 16 = N 09°20'57" W 65.87'
 16 TO 17 = N 81°41'16" E 14.58'
 17 TO 18 = N 74°23'03" E 174.68'
 18 TO 19 = N 31°24'37" W 581.75'
 19 TO 20 = S 89°36'13" W 79.75'
 20 TO 21 = S 80°37'12" W 226.43'
 21 TO 22 = S 75°44'00" W 153.39'
 22 TO 23 = N 33°50'51" W 202.67'
 23 TO 24 = N 86°49'10" E 480.10'
 24 TO 25 = N 31°58'38" W 298.32'
 25 TO 26 = S 86°49'10" W 480.41'
 26 TO 27 SEE CURVE DATA # 1
 27 TO 28 = N 22°07'21" W 160.63'
 28 TO 29 = N 86°16'14" E 482.51'
 29 TO 30 = N 03°45'11" W 236.00'

30 TO 31 = S 86°17'35" W 62.08'
 31 TO 32 = S 86°10'09" W 224.10'
 32 TO 33 = S 73°44'35" W 254.66'
 33 TO 34 = SEE CURVE DATA # 2
 34 TO 35 = N 77°38'27" E 7.00'
 35 TO 36 = N 12°13'09" W 6.70'
 36 TO 37 = S 77°55'15" W 7.00'
 37 TO 38 = SEE CURVE DATA # 3
 38 TO 39 = N 07°27'06" W 10.64'
 39 TO 40 = SEE CURVE DATA # 4
 40 TO 41 = N 73°42'16" E 18.02'
 41 TO 42 = SEE CURVE DATA # 5
 42 TO 43 = N 03°32'04" W 165.00'
 43 TO 44 = N 86°27'56" E 1205.81'
 44 TO 45 = N 86°27'56" E 924.43'
 45 TO 46 = S 03°13'45" W 556.00'
 46 TO 1 = S 01°30'10" W 520.44'
 25 TO 47 = N 86° 50' 05" E 345.30'
 47 TO 48 = N 86°50'26" E 680.95'
 48 TO 49 = N 86°48'00" E 816.96'
 49 TO 1 = S 01°30'10" W 174.61'
 49 TO 46 = N 01°30'10" E 345.83'
 2 TO 50 = N 49°45'56" W 122.64'
 50 TO 51 = N 55°21'45" W 360.16'
 51 TO 52 = S 72°08'00" W 248.90'
 52 TO 53 = S 67°52'55" W 315.87'
 53 TO 54 = S 71°56'35" W 236.00'
 54 TO 18 = S 74°21'15" W 131.44'

No.	RADIUS	DELTA	CHORD	ARC	CHORD BEAR.
①	1377.39'	05°00'06"	120.20'	120.24'	N 24°37'24" W
②	1377.39'	03°53'33"	93.55'	93.57'	N 14°18'18" W
③	1377.39'	04°37'38"	111.20'	111.23'	N 09°45'56" W
④	25.00'	27°10'51"	11.75'	11.86'	N 87°17'24" E
⑤	1985.61'	12°45'40"	441.33'	442.24'	N 80°05'06" E

CURVE DATA TABLE



**CITY OF
NEWPORT NEWS**
DEPT. OF ENGINEERING

PLAT OF THE PROPERTY OF
CITY OF NEWPORT NEWS
PARCELS "A", "B", & "C"
102.764 AC

SCALE: AS SHOWN	DRN. BY: M J H
DATE: AUG. 29, 1989	APR. BY:

120003412

*This Document Prepared By:
David, Kamp & Frank, L.L.C.
739 Thimble Shoals Boulevard, Suite 105
Newport News, VA 23606*

*After Recording Return to:
City Of Newport News
2400 Washington Ave.
Newport New, VA 23607*

Tax Parcel No.: A portion of 065 00 01 19

**THIS TRANSACTION IS EXEMPT FROM GRANTOR'S TAXES
PURSUANT TO SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA
1950, AS AMENDED.**

DEED

Consideration: \$950,000.00

THIS DEED, made this 22nd day of February, 2012, by and between NEWDUNN ASSOCIATES, L.L.P. (successor-in-interest to Newdunn Associates, a Virginia joint venture), a Virginia limited liability partnership, whose mailing address is 500 East Main Street, Suite 1424, Norfolk, Virginia 23510, Grantor, and the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, Grantee, whose mailing address is c/o City Attorney, City Hall, 2400 Washington Avenue, Newport News, Virginia 23607.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey, with SPECIAL WARRANTY OF TITLE, unto City, its successors and assigns, in fee simple absolute, the following described property, to-wit:

All that certain, lot, piece of parcel of land situate, lying and being in the City of Newport News, Virginia, containing 37 acres, more or less, identified as Parcel D

on that certain subdivision plat entitled, "Subdivision Plat Newdunn Associates, L.L.P. prepared by Hoggard-Eure Associates, P.C." dated October 5, 2011, recorded in the Clerk's Office of the City of Newport News, Virginia, as Instrument No. 120002838 on February 21, 2012.

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Being the same property conveyed to Newdunn Associates, a Virginia joint venture, from Newjeff Corp. by Deed dated January 24, 1977, and duly recorded on February 15, 1977 in the Clerk's Office aforesaid in Deed Book 944, page 563, said Deed being corrected by Deed of Correction dated January 24, 1977, and duly recorded on February 17, 1977 in the Clerk's Office aforesaid, in Deed book 945, page 78.

Newdunn Associates, a Virginia joint venture, was a Virginia general partnership which was converted to Newdunn Associates, L.L.P., a Virginia limited liability partnership, pursuant to § 50-73.11:3, Code of Virginia, 1950, as amended, on August 11, 1997, on which date the State Corporation Commission of Virginia issued a Statement of Registration in the name of Newdunn Associates, L.L.P. § 50.73.11:4 provides, inter alia, as follows:

B. When such conversion takes effect:

1. The title to real estate and other property owned by the converting general partnership remains vested in the converted limited partnership;

TO HAVE AND TO HOLD the said property unto the City, its successors and assigns in fee simple absolute.

WITNESS the following signatures and seals:

NEWDUNN ASSOCIATES, L.L.P., a
Virginia limited liability partnership

By: [Signature] (SEAL)
James M. Caplan, Manager

By: [Signature] (SEAL)
Lawrence Fleder, Manager

COMMONWEALTH OF VIRGINIA
City of Roanoke, to wit:

The foregoing instrument was acknowledged before me this 22nd day of February, 2012,
by James M. Caplan and Lawrence Fleder, Managers of Newdunn Associates, L.L.P., a Virginia
limited liability partnership, on behalf of said partnership.

[Signature]
Notary Public
Registration No.: 213995



ACCEPTED BY [Signature]
Neil A. Morgan, City Manager

ATTESTED BY [Signature]
City Clerk

APPROVED AS TO FORMS [Signature]
Deputy City Attorney

DOC NO. 20003412
RECORD

2012 MAR -1 AM 8:56
250

581 054 NEWS CIRCUIT COURT
NEWPORT NEWS, CLERK: BY

[Signature]

PROJECT MANAGER: GARY DUNN (201) 938-3801
 DESIGNER: JAMES W. HARRIS (201) 938-3801
 DESIGN BY: JAMES W. HARRIS & ASSOCIATES, LLC (201) 938-3801
 SUBMITTAL DATE: 05/13/2015 BY: DALE FREDRICK (201) 938-3801

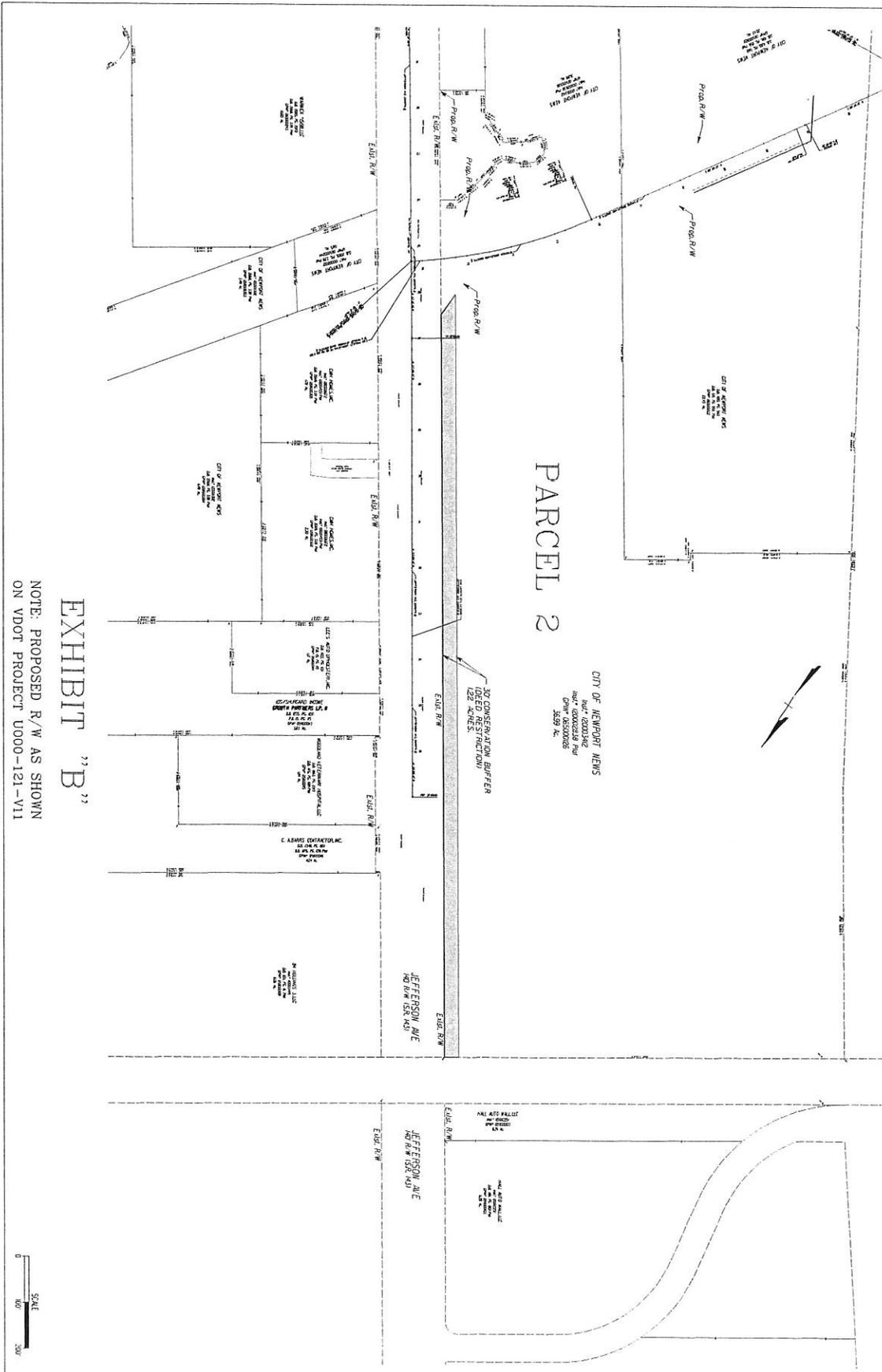


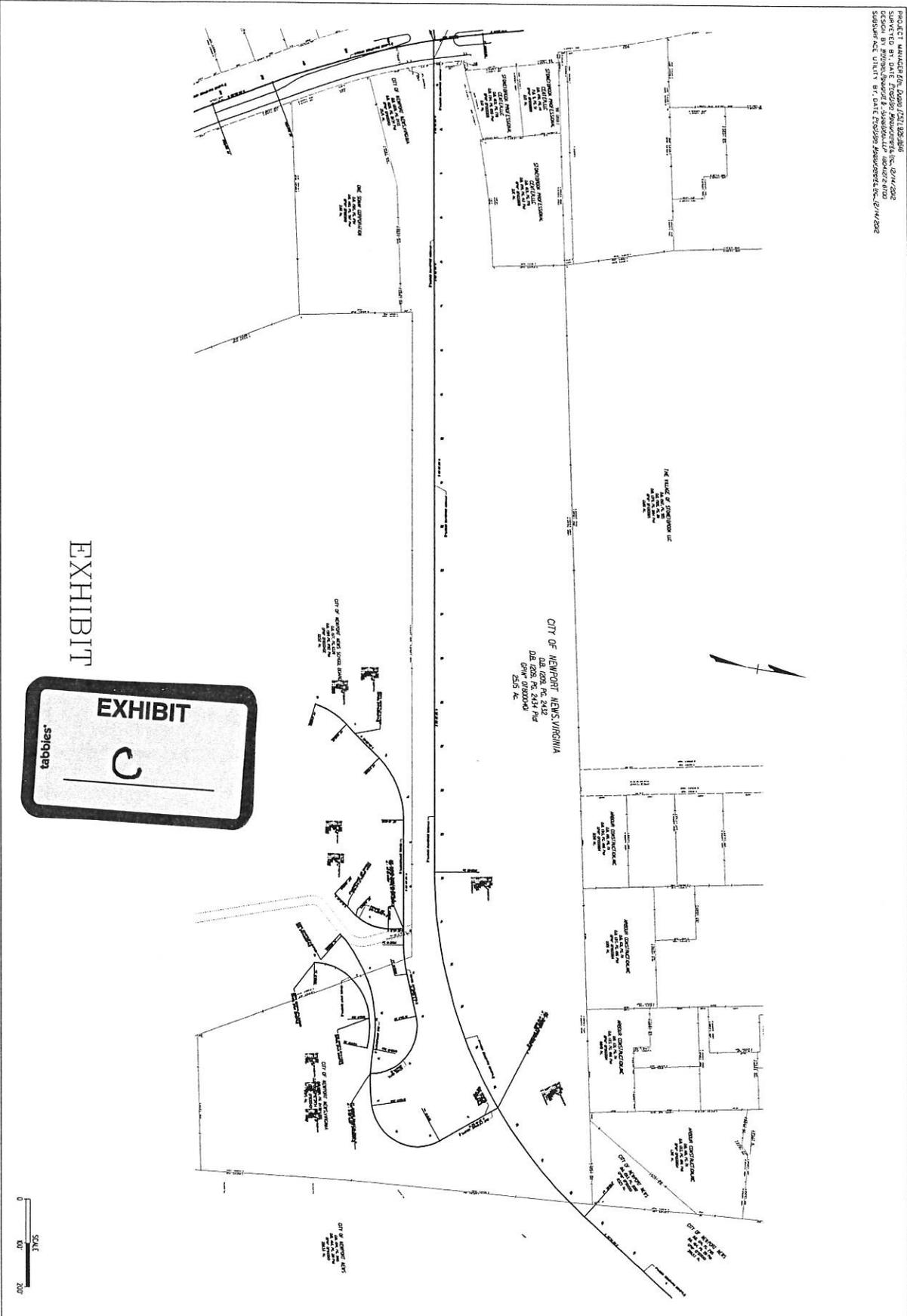
EXHIBIT "B"
 NOTE: PROPOSED R/W AS SHOWN
 ON VDOT PROJECT U000-121-V11



SHEET 2 of 2	JOB MILE JEFFERSON AVE. 30' CONSERVATION BUFFER VDOT PROJECT: U000-121-V11 UPC NO. 4483	CITY OF NEWPORT NEWS DEPARTMENT OF ENGINEERING 2400 WASHINGTON AVE. NEWPORT NEWS, VA 8TH FLOOR PHONE: 926-8611	DATE	REVISIONS	DESIGNED	DIRECTOR OF ENGINEERING Date MAY 28, 2015
					DRAWN BY	
		CHECKED				
		APPROVED				



PROJECT MANAGER: Eric Duggan (221) 325-3316
 PROJECT ENGINEER: David G. Gorman (221) 325-3316
 DESIGNER: David G. Gorman (221) 325-3316
 SUBSURFACE UNIT: BY DATE: Eric Duggan (221) 325-3316



EXHIBIT



SCALE
 0 50 100 200
 FEET

SHEET 1 of 2	JOB TITLE ATKINSON BLVD. 30' CONSERVATION BUFFER VDOT PROJECT: U000-121-V11 UPC NO. 4483	CITY OF NEWPORT NEWS DEPARTMENT OF ENGINEERING 2400 WASHINGTON AVE NEWPORT NEWS, VA 8TH FLOOR PHONE: 926-8611	DATE REVISIONS DESIGNED DRAWN BY CHECKED APPROVED: DIRECTOR OF ENGINEERING Date: NOV 28, 2015	
	EXHIBIT C			

