



UNSOLICITED PPEA

PROPOSAL TO CONSTRUCT AND LEASE / SELL
HENRICO COUNTY POLICE DEPARTMENT CENTRAL PRECINCT
VILLA PARK DRIVE, HENRICO COUNTY, VA

PROPOSAL BY

HPDC PARTNERS, LLC

SUBMITTED BY



JANUARY 10, 2014

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VIA HAND DELIVERY

January 10, 2014

Mr. David Neal
Director of General Services
1590 East Parham Road
Richmond, VA 23228

Subject: Submission of an Unsolicited PPEA Proposal to Build, own and lease a 10,000 square foot building to the Henrico County Police Department.

Dear Mr. Neal,

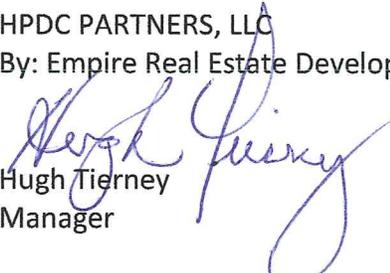
On behalf of HPDC Partners, LLC, Empire Development is pleased to present this Unsolicited Proposal as defined under the County's Public-Private Education Facilities and Infrastructure Act of 2002. This proposal contains the following items in one original package and eight copies:

1. A check for \$25,000.00
2. The non-proprietary Proposal
3. Confidential proprietary information package
4. A disk containing additional information

Please review this proposal at your earliest convenience and let me know if you have any comments or questions. I can be reached at 757-321-1710 or by email at htierney@empiredevelopment.net

Sincerely,

HPDC PARTNERS, LLC
By: Empire Real Estate Development, LLC


Hugh Tierney
Manager



VIA ELECTRONIC DELIVERY

January 29, 2014

Mr. David Neal
Director of General Services
1590 East Parham Road
Richmond, VA 23228

Subject: SUPPLEMENTAL Submission of an Unsolicited PPEA Proposal to Build, own and lease a 10,000 square foot building to the Henrico County Police Department.

Dear Mr. Neal,

Per a conversation with Mrs. South & Stowe and Michael Westerman, we are providing supplemental information and a different check. Please find the attached:

1. A bank check for \$25,000.00 (delivered to Mrs. Stowe on 1/28/14)
2. Supplemental response to the non-proprietary Proposal
3. Supplemental response to the confidential proprietary information package

Please review this proposal at your earliest convenience and let me know if you have any comments or questions. I can be reached at 757-321-1710 or by email at htierney@empiredevelopment.net

Sincerely,

HPDC PARTNERS, LLC
By: Empire Real Estate Development, LLC

Hugh Tierney

Hugh Tierney

Manager

General Project Safety Plan

January 1, 2011

To All: Employees, Subcontractors, Suppliers and Customers of RVA Construction.

Re: Safety in Construction

Safety in all RVA Construction operations is not just a corporate goal, it is a requirement. To this end, we have formulated this written policy to govern all of our operations.

It is a condition of employment with RVA that all employees adhere faithfully to the requirement of this policy, as well as the safety rules, instruction and procedures issued in conjunction with it. Failure to do so will result in disciplinary action as outlined in the attached policy.

It is a condition of all subcontracts and purchase orders issued by RVA that this policy and the safety rules, instruction and procedures issued in conjunction with it, as well as all applicable state, federal and local codes and regulations be adhered to. Failure to comply is a breach of contract terms.

All visitors to any RVA operation including but not limited to suppliers, owner representatives, agents of the architect or engineer, regulatory authorities and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit.

RVA will make an effort to ensure that the operations of other contractors not under our control do not endanger the safety of our employees. To this end all employees are required to report hazardous activities of other employees to appropriate RVA officials.

The job superintendents have the full support of management in enforcing the provisions of this policy as it relates to responsibilities assigned to them.

RVA Construction

Sincerely,

Matson L. Roberts, PE
President





WRITTEN HAZARD COMMUNICATION PROGRAM

I. Introduction

The OSHA Hazard Communication Standard was promulgated to ensure that all chemicals would be evaluated and that information regarding the hazards would be communicated to employers and employees. The goal of the standard is to reduce the number of chemically related occupational illnesses and injuries.

In order to comply with the Hazard Communication Standard, this written program has been established for RVA Construction. All divisions and sections of the company are included within this program. Copies of this written program will be available (for review by any employee) in the following location:

RVA Construction
515 Hull Street
Richmond, VA 23224

The basic components of this program include:

- Hazardous Chemical Inventory List
- Material Safety Data Sheets
- Labels and Other Forms of Warning
- Employee Information and Training
- Non-Routine Tasks
- Unlabeled Pipes
- On-Site Contractors
- Program Review

II. Hazardous Chemical Inventory List

A list of all known hazardous chemicals (products) used at RVA Construction is contained in Appendix A of this written program.

III. Hazard Determination

Example A All hazardous chemicals in this facility are purchased materials; there are no manufactured or intermediate hazardous chemicals. Therefore, RVA Construction shall rely on the hazard determination made by the chemical manufacturer as indicated on the MSDS.

Example B Hazardous chemicals in this facility are either purchased materials, by-products of the manufacturing or work process, or chemical end product manufactured at this facility.



For purchased hazardous chemicals, RVA Construction will rely on the hazard determination made by the chemical manufacturer as indicated on the MSDS.

IV. Material Safety Data Sheets (MSDS)

When chemicals are ordered, the purchaser shall specify on the purchase order that chemicals are not to be shipped without corresponding material safety data sheets.

When MSDS arrive, they will be reviewed for completeness by the Project Manager. Should any MSDS be incomplete, a letter will be sent immediately to the manufacturer requesting the additional information.

A complete file of MSDSs for all hazardous chemicals to which employees of this company may be exposed will be kept in labeled binders at the office at 3827 Gaskins Road, Richmond, Virginia.

MSDSs for hazardous chemicals used by specific projects will be kept in labeled binders in the office of the respective project. MSDSs will be available for employees during each work shift. Should MSDSs be unavailable, please contact Dean Van Arsdale immediately at (804) 622-5852.

MSDS will be reviewed annually by Mark Gilstrap. Should there be any MSDS that has not been updated within the past year; a new MSDS will be requested.

After three documented requests for an MSDS have been unsuccessful, the problem will be reported to the nearest Virginia Occupations Safety and Health (VOSH) office.

V. Labels and Other Forms of Warning

The Hazard Communication Standard requires that hazardous chemicals be labeled by manufacturers. The label must contain the following:

- Chemical Identity
- Appropriate hazard warning
- Name and address of the chemical manufacturer, importer or other responsible party

When chemicals are ordered, the purchase order will indicate the need for the above stated information to be included on the labels, or RVA Construction will refuse acceptance of the shipment.

Upon delivery of chemicals, the job superintendent will ensure that chemicals are labeled properly. Any chemicals without proper labeling will not be accepted.

When chemicals are transferred from the manufacturer's containers to secondary containers, the job superintendent will ensure that the containers are labeled with the identity of the chemicals and appropriate hazard warnings.

The entire labeling procedure will be reviewed annually and changed as necessary.



VI. Employee Information and Training

Prior to starting work, new employees of RVA Construction will attend a health and safety orientation program. The Job superintendent is responsible for organizing and conducting the initial training. Initial training will consist of one session of not less than twenty (20) minutes. The format for the training will be verbal and visual. Additional training will be provided as necessary.

The following topics will be covered:

- An overview of the requirements of the Hazard Communication Standard
- The labeling system and how to use it
- How to review MSDSs and where they are kept
- Chemicals present in work operations
- Physical and health effects of hazardous chemicals
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the area
- Personal protective equipment and work practices to lessen or prevent exposure to chemicals
- Steps the company has taken to lessen or prevent exposure to chemicals
- Safety/emergency procedures to follow if exposure occurs
- Location and availability of the written program

Following each training session, the employee is required to sign and date the training record verifying attendance, understanding and compliance.

Before any new employee can begin work which requires the use of or potential exposure to hazardous chemicals, training as indicated above must be completed.

Additional training will be provided with the introduction of each new hazard. Records of the additional training will be maintained.

VII. Non-Routine Tasks

Hazardous non-routine tasks at RVA Construction have been identified as follows:

<u>Task</u>	<u>Hazardous Chemicals</u>
None Identified	

Prior to any employee beginning a hazardous non-routine task, he/she must report to the Job superintendent to determine the hazards involved and the protective equipment required.



VIII. Unlabeled Pipes

Occasionally, work activities are performed in areas where chemicals are transferred through pipes. These pipes are not required to be labeled; however, the employees need to be aware of potential hazards. Prior to starting work in areas having unlabelled pipes, the employees shall contact the Job superintendent to determine:

- The identity of the chemical in the pipes
- Potential hazards
- Safety Precautions

IX. Multi-Employer Workplaces

Often one (1) or more contractors work on an RVA Construction project or employees of RVA Construction work at a site with employees of other employers. When employees of other employers are exposed to chemicals used or stored by RVA Construction, then the other employers will be provided with:

- A copy of the MSDS
- Information on any precautionary measures that need to be taken to protect employees
- The chemical labeling system used

The Project Manager is responsible for providing other employers with a MSDS or ensuring that the MSDS is available at the jobsite.

The Job Superintendent is responsible for providing other employers with information on precautionary measures that need to be taken to protect employees. This information will be provided verbally.

The Job Superintendent is responsible for informing other employers of the labeling system used. This information will be provided verbally. If a number or pictograph system is used, then the legend explaining the numbers and pictograph should be given to the employees or posted in the work area.

X. Program Review

This written Hazard Communication Program for RVA Construction will be reviewed annually and updated as necessary.





Basic Safety Rules and Regulations

And

Drug Free Workplace Substance Abuse Policy

RVA CONSTRUCTION

515 Hull Street
Richmond, VA 23224
804.622.5852
804.622.5854 fax

www.rvaconstruction.com





RVA CONSTRUCTION

Basic Safety Rules and Regulations Drug Free Workplace Substance Abuse Policy

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RVA CONSTRUCTION

Basic Safety Rules and Regulations Drug Free Workplace Substance Abuse Policy

I. Statement of Safety and Health Policy

Our employees are our most valuable asset. It is our policy that every person is entitled to a safe and healthful place in which to work.

Establishment and maintenance of a safe environment is the shared responsibility between the employer and employees at all levels of the company. To this end, every reasonable effort will be made in achieving the goal of accident prevention and health preservation.

Our philosophy is oriented toward affirmative control and minimization of risk to the greatest extent possible. We have a basic responsibility to make the safety of employees a part of our concern. We will be counting on you to do your part in making our program an effective one.

The success of the company will depend not only on production and sales, but also how safely each job is performed. There is no job so important, nor any service so urgent, that we cannot take time to work safely.

The company will aggressively pursue a plan to minimize pain and suffering of an injured worker, and return him/her to active work duties as soon as possible.

I consider the safety of our personnel to be of prime importance, and I expect your full cooperation in making our program effective.

Matson L. Roberts
President



RVA CONSTRUCTION

II. Introduction to Basic Safety Rules and Regulations

It is the policy of RVA Construction to establish and maintain an effective accident prevention and safety program on every job site.

All workers will receive safety education. This education will include the recognition and avoidance of unsafe working conditions and practices. This education will be conducted throughout all phases of the work performed by the contractor.

All practical steps shall be taken to maintain safe, healthful workplaces. Approved protective equipment shall be provided and shall be used by all persons, including subcontractors, at work locations requiring such equipment.

This handbook has been created as a general information guideline to the most commonly abused safety issues pertaining to our industry. Every job is different; therefore, it is your responsibility to see that your Superintendent/supervisor has trained you in safety practices as they arise, specific to your job.

Ultimately, your safety is your own responsibility. If you have safety questions pertaining to the work you are performing, ask your Superintendent/supervisor before performing the job responsibility.



RVA CONSTRUCTION

III. Safety Rules

A. General Safety Rules

1. All injuries, no matter how minor, shall be reported to you supervisor immediately.
2. Horseplay or scuffling is prohibited.
3. All unsafe acts or conditions, regardless of how minor, shall be reported to your supervisor.
4. Practice good housekeeping, keep your area free of all clutter and trash.
5. Hard Hats – All construction areas will be considered “Hard Hat Areas”. The wearing of hard hats by ALL employees and visitors in the construction area will be strictly enforced.
6. Do not use any broken or defective tools or equipment. Use only proper tools or equipment for any job you do. Use the right tool for the right job.
7. Inform you supervisor of any hazardous conditions, which may cause injury or impede safety.
8. Do not attempt to lift or move heavy or cumbersome loads without adequate assistance. Learn to lift with your leg muscles and not with your back. Never twist at your waist while moving loads; turn your whole body or point your lead foot in the direction of movement. Your supervisor will show you how to lift properly.
9. When possible, move heavy or cumbersome loads with mechanical equipment.
10. All projecting nails shall be removed or bent down immediately.
11. Always use ladders to reach areas that cannot be reached from ground to floor level. Never use buckets, block or other unstable objects to elevate yourself. Never use a ladder propped up against something, it must be fully opened.
12. If you do not feel the work site or area is safe, consult you supervisor immediately. Do not enter unsafe areas – Use Common Sense.
13. If you are asked to complete an assignment and are not sure how to do it properly and safely, inform your supervisor immediately.
14. The use or possession of intoxicants or illegal drugs during working hours is prohibited. Any employee found under the influence of intoxicants or illegal drugs during working hours will be terminated immediately.
15. When it becomes necessary for an employee to use prescription medication during working hours, the employee must provide the



supervisor with a letter from his/her physician verifying the type of medication and that the medication will in no way impair the employee's ability to perform the tasks associated with his/her job. The supervisor will compare the name of the medication referred to in the doctor's letter with the name of the medication on the employee's prescription container to ensure that both names are the same.

16. Employees shall not drink alcoholic beverages at least 6 hours before reporting to work.
17. Do not jump from any elevated surface to a lower level. Either turn around and climb down or use the proper ladder. Examples are jumping from walls, banks, equipment, vehicles, windows and excavations.
18. Use the safety devices provided for you for your personal protection, and do not tamper with or render ineffective any safety device, safeguard or personal protective equipment.
19. All company safety rules and applicable governmental safety rules and regulations must be obeyed. Violations of safe work rules may be cause for immediate dismissal. Disciplinary action will be taken when an employee violates a safe work rule or practice.
20. All employees will make themselves aware of the location of the OSHA Safety and Health Poster, Emergency Telephone Number Poster, Hazard Communication Program Poster, and the location of the First Aid Treatment Kit. Your supervisor will give this information to you.
21. The operation of machinery, power tools or construction equipment without proper training and safety instruction is prohibited.



B. Personal Protective Equipment (P.P.E.)

1. Hard Hats will be worn at all times
2. Long pants and shirts must be worn at all times while working. Cut off pants, sweat pants or pants with large holes are not allowed. Shirts provide upper body protection from scrapes, cuts and sunburn. Shirts help keep your body cool during hot weather. Tank tops or cut off shirts are prohibited. Shirts must have at least a regular short sleeve to cover the shoulder and upper arm.
3. Eye protection will be worn when performing operations that present eye hazards. Such operations include but are not limited to: chipping concrete, cutting bricks or concrete blocks, driving nails into concrete or masonry units, mixing mortar or concrete, pouring concrete, power actuated tools, a jackhammer, a bush hammer, a power saw or power drill, oxygen/acetylene torch, etc.
4. Protective eye and face devices shall comply with ANSI Z87.1-1968 regulations.
5. Hearing protectors shall be provided and shall be worn in high noise situations. Some examples of where they shall be worn are using noisy equipment such as jackhammers, in confined spaces while using pneumatic or high pitch tools, in areas where noise levels exceed 85 decibels of noise for long periods of time.
6. Respirators, which are applicable and suitable for the purpose intended, will be provided and shall be worn by employees. Your supervisor will issue, train and advise you when to wear respirators.
7. Goggles or welder's shields, of correct lens density, will be worn while welding or cutting by gas or electricity.
8. Safety boots must be worn at all times. Only ankle-type leather boots with soles capable of avoiding puncture shall be allowed. Tennis shoes or look-a-like shoes are not acceptable.
9. Gloves are to be worn when required.
10. Clothing shall be snug fitting to reduce the possibility of catching on projections.
11. Personal fall arrest equipment must be worn when an employee can fall 6 or more feet to another level or while working over vats or moving machinery.
12. First aid kits are provided on each job. It is the supervisor's responsibility to see that this kit is on the job and remains well stocked.



C. Construction Equipment

1. The safe operation of construction equipment is expected.
2. The operation of any equipment without authorization from your supervisor is prohibited.
3. Equipment as described below, must not be operated within 10 feet of overhead high voltage power lines. Warning signs no less than 5x7 inches, with yellow background and black lettering stating, "WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF OVERHEAD HIGH VOLTAGE LINES" must be affixed to any mechanical equipment or hoisting equipment, any part of which is capable of vertical, lateral, or swinging motion that could be operated within 10 feet of an overhead high voltage line; including but not limited to cranes, derricks, power shovels, drilling rigs, excavating equipment, etc. Decals should be installed on three sides of the equipment, plus one inside the operator's cab of the equipment in plain view of the operator.
4. Employees working on a roof edge handling materials or in a materials storage area located on a low pitched roof should be protected from falling by the use of a motion-stopping safety system (M.S.S.) along all unprotected roof sides and edges of the area. When guardrails are used at hoisting area, a minimum of four feet of guardrail should be erected on each side of the access point through which all materials are hoisted. A chain gate shall protect the opening when hoisting operations are not taking place. If a fall arrest harness system is used, it shall not be attached to a hoist. Also, the arrest system should be rigged to allow the movement of employees only as far as the roof edge.
5. The employer shall provide a training program for all employees engaged in built-up roofing work so that they are able to recognize and deal with the hazards of falling associated with working near a roof perimeter. The employees shall also be trained in the safety procedures to be followed in order to prevent such falls.

The employer shall assure that employees engaged in built-up roofing work have been trained and instructed in the following areas:

- a) The nature of fall hazards in the work area near a roof edge
- b) The function, use and operation of the M.S.S. system, warning line, and safety monitoring systems to be used
- c) The correct procedures for erecting, maintaining, and disassembling the systems to be used



- d) The role of each employee in the safety monitoring system when this system is used
- e) The limitation on the use of mechanical equipment
- f) The correct procedures for the handling and storage of equipment and materials

Training shall be provided for each newly hired employee, and for all other employees as necessary, to assure employees maintain proficiency in the areas listed above.

- 6. Do not get on or off equipment while the equipment is in motion.
- 7. Do not start equipment until you are in the driver's seat and with the seat belt on.
- 8. Do not work under suspended loads.
- 9. Do not ride on equipment as a passenger unless there is a seat with a seat belt.
- 10. Equipment operators shall wear seat belts while operating equipment provided with roll over protective structures (ROPS).
- 11. Heavy equipment operators shall inspect the equipment they are assigned to each day before beginning work making sure brakes, lifting mechanisms, hydraulics, warning signals, lights (if needed) are fire extinguishers are operative.
- 12. Gas fuel will be stored in red OSHA-approved cans, and diesel fuel will be stored in yellow OSHA-approved cans.



D. Fire Extinguishers/Flammables

1. Fire extinguishers will be obtained prior to starting welding or open flame operations and will be kept in the area of such operations.
2. Know the location of fire extinguishers and how to use them. Tampering with fire extinguishers is prohibited.
3. Do not smoke while using or working near flammable materials. Obey all posted signs.
4. Gasoline, kerosene and diesel shall be stored only in UL and OSHA approved safety cans that are properly labeled. No plastic containers without a pressure relief lid and flash arrestor will be allowed on job sites.
5. Do not bring personal gasoline containers on site that do not meet these requirements.
6. Do not store or use an acetylene gas cylinder while lying down. It must always be upright.
7. Always shut down equipment and let it cool down before refueling. Use a funnel to prevent spillage.



E. Cranes

1. Cranes must be inspected by the operator prior to each use and during use to make sure it is in safe operating condition. Any deficiencies shall be reported to the supervisor immediately before continued use. The operator must complete a daily inspection report.
2. Cranes shall be barricaded during operations.
3. Cranes will not be operated unless outriggers rest on adequate cribbing or firm secure footing.
4. Slings, chokers, etc., will be inspected before each use. Any which are worn, frayed, kinked or damaged in any way are not to be used and shall be taken out of service immediately.
5. The use of a crane to hoist employees on a personnel platform shall only be allowed during erection or if use and dismantling of conventional means of reaching the worksite, such as a personal hoist, ladder, aerial lift, scaffold, or elevated work platform would be more hazardous or cannot be used because of work site conditions or structural design.
6. Only a qualified engineer or a qualified person competent in structural design shall design personnel platforms.
7. Personnel platforms shall only be used when the suspension system minimizes tipping of the platform while employees are moving around on it. All four corners of the platform must be supported. Also, each platform shall be capable of supporting, without failure, its own weight plus at least 5 times the maximum intended load.



F. Scaffolds

1. Employees shall inspect scaffold before getting on it to work. If scaffold is found unsafe, do not mount it, report unsafe conditions to your supervisor immediately. Your supervisor will train you in inspecting the scaffold.
2. Each platform on all working levels of scaffolds shall be fully planked or decked between the front uprights and the guardrail supports unless your supervisor determines a wider space is necessary.
3. Each scaffold platform and walkway shall be at least 18 inches wide unless your supervisor determines the area too narrow, then those platforms and walkways shall be protected from fall hazards by the use of guardrails and/or personal fall arrest systems.
4. Scaffolds will be erected on sound rigid footings. Unstable objects, such as barrels, boxes, loose brick or concrete blocks will not be used to support scaffolds or planks.
5. Employees shall not work on scaffolds over 10 feet in height that are not provided with standard guardrails (top rail, mid rail and toe board).
6. Employees shall not work on 4 feet to 10 feet in height, having a minimum horizontal dimension in either direction of less than 45 inches, that are not provided with standard guardrails.
7. Employees shall not work on, or pass under, a scaffold that has been provided with a screen between the toe board and top rail, extending along the entire opening, consisting of No. 18 gauge ½ inch wire mesh.
8. Damaged, bent or otherwise defective scaffold members shall not be used.
9. When scaffold platforms are more than 2 feet above or below a point of access, the following shall be used: portable ladders, hook-on ladders, attachable ladders, scaffold stairways/towers, ramps of another scaffold.
10. Employees shall not use cross braces as a means of access to scaffold work platforms.
11. Regardless of footing, all tubular scaffold frames shall be set on screw jacks, base plates or proper casters.
12. When the front edge scaffold platform is more than 14 inches from the face of the work, employees will use guard rail erected along the front edge and/or use personal fall arrest system body harness and lanyard attached to lifeline or scaffold structural member (no cross braces).
13. Do not use stand pipes, vents, other piping systems, electrical conduit, outrigger beams or counterweights as safe anchorage points when structural members of buildings cannot be used.



14. Scaffold planks shall not extend over their end supports not less than 12 inches.
15. Employees shall not work on freestanding manually propelled mobile scaffolds that exceed four times the scaffold's minimum base dimension.
16. Employees shall ensure that the wheels on manually propelled mobile scaffolds are locked.
17. Employees shall not work on manually propelled mobile scaffolds that are not completely decked.
18. Employees shall not work on tubular or mobile scaffolds that are not completely braced.
19. Employees shall not work on tubular welded scaffold with a height to base width ratio more than 4 to 1 (4:1) including outrigger supports, if used, unless scaffold is supported from tipping over by use of guide wires, tying, bracing or equivalent means. Supports will be installed to the closest 4:1 horizontal scaffold member which supports both inner and outer legs and repeated vertically at:
 - a) 20 feet or less for scaffolds 3 feet wide or less
 - b) 26 feet or less for scaffolds greater than 3 feet wideThe top support or brace of completed scaffold shall be placed no further than 4:1 height from the top. Supports or braces shall be installed at horizontal intervals not to exceed 30 feet (measured from one end, not both, towards the other end).
20. Employees will not work on scaffold covered with snow, ice, or other slippery material until unsafe conditions are removed.
21. Makeshift devices, such as but not limited to, buckets, boxes and barrels, shall not be used on top of scaffold platforms to increase the working level height of employees.
22. Ladders shall not be used to increase the working level height of employees, except on large area scaffolds. Consult with your supervisor before using ladders on large scaffold.



G. Ladders

1. Prior to ascending or descending a straight or extension ladder, the employees shall ensure that the ladder is secured against displacement and extends at least 36 inches above the landing
2. Ladders shall not be used in a horizontal position as platforms, runways, and scaffolds or for other than their intended purpose.
3. Ladders shall not be used to support scaffold boards.
4. Metal ladders shall not be used where they may contact energized electrical conductors.
5. Ladders shall not be placed in passageways, doorways, driveways, or any other location where they may be displaced by other work, unless protected by barricades or guards.
6. Portable ladders shall be used at such a pitch that the horizontal distances from the top support to the foot of the ladder is about $\frac{1}{4}$ of the working length of the ladder.
7. The areas around the top and bottom of the ladder must be kept clear of debris, cords, welding leads and other tripping hazards.
8. Portable ladder feet must be placed on a firm substantial base. Do not use ladders on slippery surfaces unless secured or provided with slip-resistant feet to prevent movement.
9. All ladders must not be painted.
10. Do not use aluminum ladders where they could contact exposed energized electrical equipment.
11. Do not set a ladder on top of boxes, scaffold, or other objects, which may move.
12. Never stand any higher than the third rung from the top of any ladder.
13. Always use stepladders with spreader or locking device in an open position while being used.
14. Do not over reach to the side.
15. Do not climb a ladder with boot soles covered with sand, oil, mud, snow, etc.
16. Do not “jump” or “walk” the ladder to a new location. Get off of the ladder and move it.
17. Always inspect ladders before using them. Any defective ladder should be removed from service immediately until repaired or replaced. All defective ladders should be tagged “DO NOT USE” or equivalent.
18. While ascending or descending a ladder, always face the ladder.
19. Do not carry an object or load that could cause you to lose balance and fall.
20. Do not store tools or materials on top of stepladders.



H. Power Tools

1. Only employees who have been trained in the operation of the particular tool in use will be allowed to operate such tools.
2. Employees will not operate equipment that has had guards removed or other safety devices made inoperative.
3. Employees will not remove guards from tools or equipment or make such devices inoperative.
4. Electrical cords with broken insulation, exposed wires, or defective ends will not be used.
5. Three-wire electrical cords without a ground pin will not be used.
6. Non-grounded tools will not be used. This does not apply to double insulated tools.
7. A ground fault interrupter (GFCI) will be used ahead of extension cords used to supply current to power tools.
8. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
9. Compressed air shall not be used for cleaning purposes except where reduced to less than 30 psi and only then with effective chip guarding and personal protective equipment.
10. Stop all fuel-powered tools in enclosed spaces unless proper ventilation is maintained. Consult your supervisor.
11. Do not use fuel-powered tools in enclosed spaces unless proper ventilation is maintained. Consult your supervisor.
12. Power-actuated tools shall not be used in an explosive or flammable atmosphere.
13. Use of abrasive wheels (bench mounted or hand held) will not be used without hood guards or safety flanges (half moon guards).
14. Safety goggles or full face shield or both must be worn while using bench mounted or hand held abrasive wheels.



I. Excavations

1. Employees will not work in excavations 5 feet or more in depth that have not been sloped to the proper angle, shored, or shielded, or provided with other means of protection to prevent cave-ins.
2. Employees will not work in excavations 4 feet or more in depth that are not provided with ladders, steps, ramps or other safe means of climbing out so as to require no more than 25 feet of lateral travel.
3. Do not enter excavations or trenches that you feel are unsafe. Report unsafe conditions to your supervisor immediately.
4. Before entering any excavation, which has been left open overnight, make sure your supervisor has inspected it.
5. Never work outside shield (trench box) or shoring system.
6. All materials(including soil pile) will be stored at least 2 feet from the edge of excavations.



J. Confined Spaces

1. A “confined space” is a space that is large enough and so configured that an employee can bodily enter and perform assigned work, and has limited or restricted means for entry or exit (for example, tanks, vessels, silos, vaults, pits, excavations, etc.), and is not designed for continuous employee occupancy.
2. Do not enter any confined space until the area has been tested and declared safe by your supervisor or his designee and you have been authorized to enter the confined space.
3. Never take compressed gas tanks into confined spaces.
4. Never take flammable liquids or chlorinated solvents into confined spaces.
5. Do not smoke in confined spaces.



K. Permit Required Confined Space (P.R.C.S.)

1. A PRCS is any space containing or having the potential to contain a hazardous atmosphere, containing a material that has the potential to engulf the person, has an internal space such that the person could be trapped or asphyxiated (such as sloping wall or floors that reduce to the point of constriction), or containing any other serious safety or health hazard.
2. If management has declared a particular project to be a PRCS, there must be a written entry permit before anyone can enter. This permit will list the following:
 - a) Name/location of the PRCS
 - b) Purpose for entering the PRCS
 - c) Date and duration of entry
 - d) Names of those entering
 - e) Names of those attending the outside
 - f) Supervisor's name
 - g) List of expected hazards
 - h) Means by which you intend to isolate or control the hazards
 - i) Conditions under which you deem it acceptable to enter (levels of oxygen, combustibles, toxic materials, etc.)
 - j) Test results of hazards in the atmosphere in the PRCS along with methods of summoning the rescue
 - k) Communication methods such as phones, radios, hand signals, etc., to allow entrants and attendants to communicate with each other
 - l) Equipment needed, including all the personal protective equipment, retrieval lines, harnesses, alarm systems, precautions or considerations specific to the particular space
 - m) Additional permits you may need for welding or using cleaning solvents
3. Never enter a PRCS until you have been properly trained and authorized to do so; also your name must be on the Entry Permit.



L. Fall Protection

1. Where you can fall 6 or more feet to a lower level you must use guardrails, netting, scaffold or personal fall arrest equipment to provide 100 percent protection (except for steel erectors).
2. Body harness shall be worn snug around waist and legs.
3. Keep lanyards as short as possible. Select lanyard length based on objects that may be struck when falling.
4. Do not use personal fall arrest equipment unless you have been trained and authorized to use it.
5. Inspect all personal fall arrest equipment before using it.
6. Body belts shall not be used as part of a fall arrest system – only a body harness will be used.
7. Employees erecting steel framing on buildings or structures not adaptable to temporary floors and where scaffold or lift equipment are not used, safety nets shall be installed and maintained whenever the potential fall distance exceeds 2 stories or 25 feet. Nets shall be hung with sufficient clearance to prevent contact with the surface of structures below.
8. Steel erectors shall use 100 percent fall protection after steel framing has been put up. This includes tightening bolts.
9. All holes in floors or roofs 2 or more inches in diameter will be securely covered and identified to prevent materials from falling onto someone below.
10. Employees will not work or walk within 6 feet of roof openings. If necessary, roof openings shall be securely covered and identified with the words, “Roof Opening” or equivalent wording.
11. Employees will not work near unprotected sides and edges of structures unless it is properly guarded or they use fall arrest equipment.



M. Lockout/Tagout

1. Lockout/Tagout (LOTO) is intended to protect workers from the accidental release of energy: water, air, or electricity. LOTO is most commonly used when a piece of machinery needs to be repaired. The first step in LOTO is to disengage the wires or literally turn OFF the circuit, and apply a padlock so that no one can turn the power back on until you remove the lock (LOCK OUT). The second step is to apply a tag with your name on it and the reason the lock was applied (TAG OUT).
2. Notify other workers affected by the equipment shutdown.
3. Turn OFF all primary power sources to the equipment. Lock them and tag them with your name and appropriate message, such as: DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE.
4. Release all energy from secondary sources-capacitors, residual pressure, mechanical, hydraulic, pneumatic, chemical, thermal, counterweights, etc.
5. Try to operate the equipment to verify that the power is OFF.
6. Keep the LOTO in force until the work is complete.
7. Notify affected workers that the equipment will be reactivated.
8. Remove tags and locks (First ON is Last OFF).
9. Use the same type locks and tags in order for all employees to understand the process.
10. Apply only your own lock. Complete and attach your own tags. Never share your lock, key or combination.
11. If someone else has locked out a piece of equipment whose reactivation could negatively affect you, apply your own lock in addition to theirs.
12. If locked out equipment may be repaired and reactivated on the next shift when you're not present, take your lock and tag off before you go, but after your replacement on the next shift puts his lock and tag out in your place.



N. Hazard Communication Program (HazCom)

1. During the normal course of completing your job, you may be exposed to hazardous materials. It is the intention of management to lower the risk of working with these materials by outlining the safety procedures involved.
2. RVA Construction shall maintain a list of all hazardous materials used on site.
3. Containers received for use will be clearly labeled as to the contents, not the appropriate hazard warning, and list the name and address of the manufacturer or responsible party. No container will be released for use until the date listed above is verified.
4. Material Safety Data Sheets (MSDS) from suppliers of hazardous materials will be maintained in the office for review by anyone.
5. All containers of hazardous materials will be labeled properly.
6. Never eat or drink when working with hazardous materials.
7. Any chemical spills are to be cleaned immediately as directed on the MSDS.
8. Always wear protective equipment when handling chemicals or other substances that may have adverse effects.
9. Prior to working with any material that you suspect to be asbestos, contact management for further instructions.



O. Fleet Safety

1. Alcoholic beverages are prohibited in company vehicles.
2. Do not operate a motor vehicle when your ability and judgment are reduced by drugs, alcohol, fatigue, bad vision or physical impairment, or if your mood or attitude does not permit making good driving decisions.
3. Use seatbelts at all times (including passengers).
4. Be familiar with the vehicle you are operating and be specially trained and properly licensed if operating larger vehicles.
5. Obey all traffic laws and signs.
6. Drive defensively to avoid other drivers' carelessness. Use headlights in daytime. Headlights must be on while windshield wipers are operating.
7. Do not operate a motor vehicle that is defective in any functional way.
8. So not exceed the capabilities/capacities of the vehicle.
9. As a driver, take the responsibility for regular checks of the vehicle's tire pressure, oil and coolant levels, lights, wipers, back-up alarm and regular servicing for proper mechanical functioning.
10. Unless you are authorized, do not operate any vehicle belonging to RVA Construction.
11. Do not use company vehicles for personal use unless you have authorization from designated management.
12. Report all accidents immediately to management.
13. Drivers must report all arrests, and traffic convictions may result in disciplinary action.
14. All vehicles assigned to individuals will be kept clean to maintain the company's image.



P. Disciplinary Action

1. Our Company's employees are expected to put safety first. Safety is not to be compromised for time or profit. In order to enforce our safety rules, infractions will be noted and disciplinary actions pursued.
2. Management reserves the right to determine the severity of the infraction and adjust discipline as they see fit. The following is the disciplinary actions that may take place to rectify an infraction:
 - a) First Violation
A written, verbal warning will be issued to the employee.
A copy will be filed in the employee's personnel file.
 - b) Second Violation
A written warning will be issued to the employee and a copy filed in the employee's personnel file.
 - c) Third Violation
The employee will be terminated. A report will be filed in the employee's personnel file.



RVA CONSTRUCTION

IV. Non-DOT Substance Abuse Policy/Procedures

A. Policy Statement

The use, possession, purchase, sale or manufacture of alcohol, illegal drugs, or non-prescribed drugs or being under the influence of alcohol, illegal drugs, or non-prescribed drugs while operating Company vehicles, or while engaging in Company business is strictly prohibited. Employees using any drug, except by a doctor's prescription, testing positive for drugs, or refusing to take a required drug test will not be permitted to work.

B. Scope

1. Employees Subject to Testing

All employees are subject to Pre-Employment, Random, Post-Accident and Reasonable Suspicion drug testing.

2. Controlled Substance

The Drug-Free Workplace Act allows testing for amphetamines, cannabinoids, cocaine, opiates, phencyclidine, and illegal substances or non-prescribed drugs.

No employee shall report for work or remain at work when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her work function.

All employees taking prescribed medications that could impair their ability to safely perform their work function must report this to their immediate supervisor or substance abuse manager.

No employee shall report for work, or remain at work if the employee tests positive for controlled substance.



C. Types of Testing

1. Pre-Employment Testing

All applicants for part time and full time positions at the Company will be directed to submit to a controlled substance test. A drug test will be conducted during the pre-employment process and a negative drug test result must be received before a final offer of employment is made.

Discipline/Consequences:

An applicant for any part time or full time position with a verified positive controlled substance test result will be denied employment.

2. Post-Accident Testing

If any employee, while operating a Company vehicle or equipment, is involved in an accident that involves a personal injury or property damage, that the employee will be required to submit to a controlled substance test. Testing will be administered immediately following the accident or as soon as medically and legally possible. **Note:** Nothing in this requirement should be construed as to require the delay of necessary medical attention for injured people following an accident.

Discipline/Consequences:

A verified positive controlled substance test result will be considered grounds for immediate removal from work. An unpaid leave of absence will be granted to the employee to pursue treatment and/or counseling at the employee's own expense. Resolution of the substance abuse disorder must be completed prior to returning to work. Documentation of such resolution must be presented prior to returning to work. A return-to-work drug test must be negative at such time.

3. Random Testing

All employees of the Company will be subject to random testing for controlled substances. Random testing will be done on percentage basis in a fair and equal manner. Selection of employees for random testing will be made by a scientifically valid method administered by Nationwide Testing Associates, Inc.



(NTA). Each time a random selection is made, every employee will have an equal chance of being selected. Random tests will be unannounced and done quarterly. Employees, when notified that they have been selected for random testing, will proceed immediately to the collection site.

Discipline/Consequences:

A verified positive controlled substance test will be considered grounds for immediate removal from work. An unpaid leave of absence will be granted to the employee to pursue treatment and/or counseling at the employee's own expense. Resolution of the substance abuse disorder must be completed prior to returning to work. Documentation of such resolution must be presented prior to returning to work. A return-to-work drug test must be negative at such time.

4. Reasonable Suspicion Testing

If an employee acts in an abnormal manner sufficient to cause reasonable suspicion that he/she has violated this policy while on Company property, while operating a Company vehicle or equipment, or while engaging in Company business, he/she will be required to submit to a controlled substance test upon the approval and direction of an officer or the Company.

Discipline/Consequences:

A verified positive controlled substance test will be considered grounds for immediate removal from work. An unpaid leave of absence will be granted to the employee to pursue treatment and/or counseling at the employee's own expense. Resolution of the substance abuse disorder must be completed prior to returning to work. Documentation of such resolution must be presented prior to returning to work. A return-to-work drug test must be negative at such time.

5. Return-To-Work Testing

Any employee, based on Company approval, that is allowed to return to work following a positive drug test will be required to submit to a return-to-work controlled substance test. A negative drug test will be required before a decision is made regarding the employee returning to work.



Discipline/Consequences:

A verified positive controlled substance test will be considered grounds for immediate removal from work. An unpaid leave of absence will be granted to the employee to pursue treatment and/or counseling at the employee's own expense. Resolution of the substance abuse disorder must be completed prior to returning to work. Documentation of such resolution must be presented prior to returning to work. A return-to-work drug test must be negative at such time.

6. Follow-Up-Testing

In the event an employee is allowed to return to work following referral, evaluation, and treatment, a minimum of 6 unannounced drug tests may be required during the next 12 months of employment. Follow-up testing may continue for up to 60 months following return to work at the Company's discretion, based on recommendations from the Substance Abuse Professional. Controlled substance abuse testing may be performed at any time the employee is at work for the Company.

Discipline/Consequences:

A verified positive controlled substance test will be considered grounds for immediate removal from work. An unpaid leave of absence will be granted to the employee to pursue treatment and/or counseling at the employee's own expense. Resolution of the substance abuse disorder must be completed prior to returning to work. Documentation of such resolution must be presented prior to returning to work. A return-to-work drug test must be negative at such time.

D. Specimen Collection Procedures

1. Specific guidelines will be followed in urine specimen collections for the purpose of drug testing. In accordance with the Department of Health and Human Services (DHHS) guidelines, a clear and well-documented procedure for collection, shipment and accession of urine specimens from the Company to the laboratory had been established. Procedures will account for the integrity of each urine specimen by tracing its handling and storage from point of specimen collection to final disposition of the specimen.
2. The Company may choose to do urine specimen collections in-house and/or utilize the services of an outside source that meets



security requirements as specified by DHHS guidelines. The collection site will be a secure location to allow for maximum privacy, which includes a toilet for completion of urination, a source of water for washing hands excluded from the area provided for urination.

3. No other person will be present or gain access to the collection area during the collection process. All specimens must remain in the direct control of the collection site person. No one other than the collection site person may handle specimens prior to their being placed securely in the transport container.
4. When reporting to a collection site for specimen collection, each employee will be required to provide a photo I.D. Employees will be asked to remove all unnecessary outer garments (i.e., coat or jacket), and secure all personal belongings (individual may retain his/her wallet).
5. Employees will be allowed to provide his/her specimen in the privacy of a stall.
6. If the collection site person believes tampering or adulteration has occurred, a second specimen shall be collected immediately under the direct supervision of a same gender collection site person. Both samples will be sent to the lab.
7. Refusal to test will be handled the same as a verified positive result.
8. In all cases, the employee and the collection site person shall keep the specimen in view at all times prior to being sealed and labeled. The specimen will be labeled with tamperproof seals and the employee will sign appropriate places on the Chain of Custody and initial the seal on the bottle attesting to the fact that the specimen is specific to the individual providing the sample.

E. Testing Methodology

1. Only laboratories certified by the DHHS will be used for drug analysis
2. Every specimen is required to undergo an initial screen followed by confirmation of all positive screen results. This screen-confirmation process utilizes highly sophisticated techniques to detect minute levels of prohibited substances in urine.
3. The laboratory is required to report the test results directly to the Company's Medical Review Officer (MRO) within 5 working days. The report shall indicate the drug/metabolites tested for, whether the results are positive or negative, the specimen number assigned by the Company and the drug testing laboratory identification number.



4. The MRO is a licensed physician who possesses knowledge of drug abuse disorders. The MRO is under contract with the laboratory to provide these review services. The MRO will assess and determine whether alternate medical explanations could account for the positive test result. The MRO may conduct medical interviews of the individual, review the employee's medical history and review any other relevant bio-medical factors, including data made available by the tested individual, such as evidence of prescribed medications.
5. The MRO will give the individual testing positive an opportunity to discuss the test results prior to making a final decision. After a decision is made, the MRO contacts the Company.
6. If, during the course of an interview with the tested employee, the MRO learns of a medical condition which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to the Company.
7. If the MRO, after making and documenting all reasonable efforts, is unable to contact the tested person, the MRO will contact designated management of the Company to arrange for the employee to contact the MRO prior to returning to work. If the employee has not contacted the MRO within 5 days, the MRO will verify the test positive and report it to the Company.

F. Substance Abuse Professional Services

1. In all cases with a verified positive controlled substance abuse test result, the employee will be referred to a Substance Abuse Professional (SAP) for evaluation, referral and treatment. The referral to the SAP applies even if the employee is terminated. The employee is responsible for and expense incurred under such treatment or rehabilitation subject to any health benefits which may apply.
2. If an employee should approach the Company for assistance through rehabilitation for drug abuse prior to a testing request by the Company, all possible and positive consideration for a medical leave of absence for treatment and/or counseling will be pursued. If an employee is terminated, the Company will not be obligated to provide assistance beyond the last day of employment.
3. Supervisory training as required will be provided to all supervisors.
4. Educational materials as required will be provided to all employees.





Basic Safety Rules and Regulations

Employee Acknowledgment of Safety Procedure Training And Substance Abuse Policy

As an employee of RVA Construction, Inc., I hereby declare that I have been properly instructed as to the safety procedures contained in this manual. I understand each procedure as it is described. I agree to comply with each and every procedure to the best of my ability.

I understand that I must abide by these safety rules and any other rules communicated to me as a condition of my employment. I am aware that any violation of safety rules will be grounds for disciplinary action up to and including termination of employment.

I agree to put safety first and make it known to management if I or other employees are at risk.

I have read and understand RVA Construction's controlled substance and alcohol abuse testing policy and I agree to abide by its provisions.

Employee Signature

Employee Printed Name

Social Security Number

Date

Supervisor's Name and Title

Copy: Employee
Personnel File





Basic Safety Rules and Regulations

Employee Acknowledgment of Safety Procedure Training And Substance Abuse Policy

As an employee of RVA Construction, Inc., I hereby declare that I have been properly instructed as to the safety procedures contained in this manual. I understand each procedure as it is described. I agree to comply with each and every procedure to the best of my ability.

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I agree to put safety first and make it known to management if I or other employees are at risk.

I have read and understand RVA Construction's controlled substance and alcohol abuse testing policy and I agree to abide by its provisions.

Employee Signature

Employee Printed Name

Social Security Number

Date

Supervisor's Name and Title

Copy: Employee
Personnel File





Basic Safety Rules and Regulations

Employee Acknowledgment of Safety Procedure Training And Substance Abuse Policy

As an employee of RVA Construction, LLC, I hereby declare that I have been properly instructed as to the safety procedures contained in this manual. I understand each procedure as it is described. I agree to comply with each and every procedure to the best of my ability.

I understand that I must abide by these safety rules and any other rules communicated to me as a condition of my employment. I am aware that any violation of safety rules will be grounds for disciplinary action up to and including termination of employment.

I agree to put safety first and make it known to management if I or other employees are at risk.

I have read and understand RVA Construction's controlled substance and alcohol abuse testing policy and I agree to abide by its provisions.

Employee Signature

Employee Printed Name

Social Security Number

Date

Supervisor's Name and Title

Copy: Employee
Personnel File

RVA Construction, Inc.

General Safety Rules

You must perform your duties in a reasonable and safe manner so as to not cause injury to yourself or others or cause destruction to company property or the property of others.

The following general safety rules apply to all persons working for the company. These rules must be observed at all times.

1. Do not operate equipment or vehicles on which you have not been trained and/or do not have experience.
2. Do not work if under the influence of drugs or alcohol. If you are injured on the job or while travelling in a company owned vehicle or while on any company business you agree to post-accident drug and alcohol testing.
3. Fighting, horseplay, and other inappropriate conduct under any circumstances in the workplace is prohibited.
4. Use proper lifting techniques or material handling equipment to prevent strain and sprain injuries. Get help to move bulky objects or objects weighing more than 100 pounds.
5. Use personal protective equipment when required by OSHA rule or by company policy.
6. Make sure machine guards and safety devices are in place before power tools and equipment are operated. Take defective tools and equipment out of service and tag "Do Not Use." Always use the right tool for the job.
7. Never enter any tank, vessel, or confined space unless properly trained and authorized by your supervisor.
8. Maintain your workplace in a neat and orderly manner. During the course of construction, alteration, or repairs, keep form and scrap lumber with protruding nails, and all other debris cleared from work areas, passageways, and stairs, in and around buildings or other structures. Dispose of garbage and other waste at frequent and regular intervals.
9. Inspect ladders for defects before each use to confirm they are in good condition. Ladder rails must extend three feet above landings. Portable ladders in use must be tied, blocked, footed or otherwise secured to prevent them from movement. Do not step on or off ladders at an upper landing unless the ladder has been secured to prevent it from shifting in any manner.
10. Do not use metal ladders for electrical work or where they may come in contact with electrical conductors.



11. Do not work on a horizontal or vertical surface or an unprotected side or edge 6 feet or more above a lower level unless you are protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems.
 12. Do not work on roofs with a slope greater than four feet of rise in twelve feet of run unless you are protected from falls 100% of the time from the moment you step onto the roof until you are safely off.
 13. Scaffolds must have guardrails and toe boards installed on all open sides and ends of platforms 10 feet or more above the ground or floor.
 14. Drivers of company vehicles must have a valid operator's license. Vehicles must be operated within posted speed limits and applicable state vehicle laws.
 15. Do not ride in any on-road or off-road vehicle or equipment unless it is equipped with a manufacturer's approved seat and seatbelt for each passenger. Wear your seatbelt at all times.
 16. Do not use any **hand-held** communication device while driving a company vehicle to or from work, or while driving any vehicle on company business. Hands-free use of a mobile telephone is allowed using either a wired or wireless earpiece, a wireless connection to the vehicle's dashboard which allows for single button control or the speakerphone function of the mobile telephone. When required in heavy equipment or crane operations for communication with ground personnel, the use of two way communication devices is permitted.
-

Acknowledgement of receipt of a copy of General Safety Rules

I, _____, do hereby affirm that I have been given a copy of the general
(Employee Name)

safety rules. I have read and understand them, and I agree to follow them.

Additionally, I agree to post accident drug and/or alcohol testing.

(Employee Name)

(Date)

(Employer's Representative)

(Date)

****Please keep a copy in personnel file****



HENRICO POLICE DEPARTMENT CENTRAL PRECINCT BUILDING
Specifications



This Class A Office / Garage Building is located on approximately 4.25 acres of land and located within the Villa Park Business Park. The site has been designed to accommodate 50 +/- parking spaces and a storm water retention pond. The building will be 10,000 square feet, including [REDACTED] square feet of office space and a [REDACTED] square foot garage designed for large tactical vehicles.

Site

- Parking – Approximately 50 parking spaces
- Entryway is approximately 36 feet wide to allow for easy access by large vehicles.
- Site lighting
- Landscaping will conform to Henrico County landscaping requirements and will include but not be limited to: grass on open areas, shrubs along the front and street side of the building and trees at each parking lot island. All landscaped areas will be irrigated
- Dumpster enclosure
- Monument sign with message board at entrance

Building

- One story, concrete tilt-up load-bearing walls approximately 7-1/2" thick and metal structural frame.
- [REDACTED]
- 4" concrete floor with carpet tiles and/ or ceramic or [REDACTED] tile in the office and a 5" sealed concrete floor in the garage
- Flexible, rubber-style floor in fitness room
- Reflected low-E glass windows
- Millwork, toilet partitions and accessories as indicated on the plan.
- Office ceiling height [REDACTED] with a minimum of 12' in the conference room and 10' in fitness room.
- Warehouse clear height of 22'
- Level 3 Ballistic wall in Lobby with bullet resistant reception window (2' x 2').
- Two (2) powered 15' x 18' roll up vehicle doors.
- 400 amp (estimated) 3 phase, 4 wire electrical system
- Office area is 100% conditioned [REDACTED]
- 100% fire sprinkler
- 100% back-up power [REDACTED] and automatic transfer switch.
- Large ice-maker located in the garage.
- Six (6) 20 – 40 amp power drops for equipment in the garage.
- [REDACTED] access controlled personnel doors

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement") is made effective as of the Effective Date (defined below) by and between **SUMMERHILL DEVELOPMENT, L.L.C.**, a Virginia limited liability company ("Landlord"), and the **COUNTY OF HENRICO, VIRGINIA** ("Tenant").

RECITALS:

A. Landlord and Tenant entered into an OFFICE LEASE AGREEMENT dated March 12, 2004 (the "2004 Lease") covering certain premises commonly known as 561 East Park Court in Sandston, Virginia, 23150 as more fully described in the 2004 Lease (the "Premises").

B. Tenant and Landlord desire to terminate the 2004 Lease.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, agree as follows:

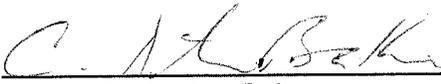
1. The Recitals set forth above are incorporated as if fully set forth herein.
2. The 2004 Lease is and shall be terminated effective as of June 28, 2013 (the "Effective Date"). The term of the 2004 Lease shall end on the Effective Date, and all renewal and extension options in favor of Tenant shall be void.
3. As a material part of the consideration for the parties' agreement to terminate the 2004 Lease, Landlord and Tenant represent, warrant, and affirm to one another that:
 - (a) Immediately prior to the Effective Date, the 2004 Lease was in full force and effect;
 - (b) Tenant has not paid any installment of rent or other charges under the 2004 Lease in advance of their due date;
 - (c) Landlord is not holding any security deposit or other funds of Tenant that Landlord is obligated to return to Tenant;
 - (d) Landlord is not required to perform or complete any improvements, alterations, repairs, or restoration under the 2004 Lease; and
 - (e) Landlord and Tenant are not in default or breach of the 2004 Lease, and no condition exists and no event has occurred which, with notice or the passage of time, would constitute a default or breach of the 2004 Lease.
4. Landlord further represents, warrants and affirms that it has paid in full all fees due to any third party for Agent, Broker or finders fees due under the 2004 Lease.
5. Each person executing this Agreement represents and warrants that he or she has all power and authority necessary to bind his or her respective entity to this Agreement, and that such execution has been duly authorized.
6. This Agreement contains the entire agreement among the parties hereto with respect to the 2004 Lease, and all other statements, representations, agreements, and promises, whether written or oral, have been superseded and merged herein.

[INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed under seal, effective as of the Effective Date.

LANDLORD:

SUMMERHILL DEVELOPMENT, L.L.C.
a Virginia limited liability company

By:  (SEAL)
Name: C. Denton Baker
Title: Managing Member

[Tenant signature appears on following page.]

TENANT:

Execution Authorized By Board Minute
124-13
Date May 28, 2013
Initials <u>JSJ</u>
APPROVED
Substance
Form <u>PSA</u>
Signature

4848-8006-5812, V. 1

COUNTY OF HENRICO, VIRGINIA

By:  _____ (SEAL)
Name: John A. Vithoukas
Title: County Manager

DEED OF LEASE

This DEED OF LEASE ("Lease") is entered into as of this 28th day of June , 2013, by and between SUMMERHILL DEVELOPMENT, L.L.C., a Virginia limited liability company ("Landlord"), and the COUNTY OF HENRICO, VIRGINIA ("Tenant").

WITNESSETH:

1. **Premises.** For and in consideration of the payments to be made by Tenant and the covenants and agreements to be kept and performed by the parties, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 16,200 rentable square feet of contiguous space in 561 East Park Court, Sandston, Virginia 23150, more particularly described or shown on Exhibit A (the "Premises"). The building in which the Premises are located shall be called (the "Building").

2. **Term.** The term ("Term") of this Lease shall be for approximately eight (8) years and eight (8) months [104 months], commencing at 12:01 A.M. on the twenty-eighth (28th) day of June, 2013 (the "Commencement Date") and ending at 11:59 P.M. on the thirty-first (31st) day of January, 2022. Tenant shall have the Renewal Options as provided in Section 33 below. Any exercised Renewal Term shall be added to and deemed part of the "Term." Each twelve month period of the Term (beginning with the month in which the Commencement Date falls) shall be called a "Lease Year;" provided that the first Lease Year shall run from June 28, 2013 through May 31, 2014 and will be shorter than twelve months.

3. **Rent.**

(a) Amount and Payment. Tenant shall pay Landlord, without notice or demand, the rent (the "Minimum Rent") in accordance with the Rent Schedule as follows, without prior demand being made therefore and without offset or deduction of any kind except as may be provided in this Lease, in equal monthly installments, payable in advance on or before the first day of each calendar month the following sums:

Term	Monthly Rent	Annual Rent (2% escalator)	Annual Rent/ SQ. FT.
06/28/13 - 05/31/14 * see note below	\$ 19,337.73	\$ 232,052.75	\$ 14.32
06/01/14 - 05/31/15	\$ 19,724.48	\$ 236,693.81	\$ 14.61
06/01/15 - 05/31/16	\$ 20,118.97	\$ 241,427.68	\$ 14.90
06/01/16 - 05/31/17	\$ 20,521.35	\$ 246,256.23	\$ 15.20
06/01/17 - 05/31/18	\$ 20,931.78	\$ 251,181.36	\$ 15.51
06/01/18 - 05/31/19	\$ 21,350.42	\$ 256,204.99	\$ 15.82
06/01/19 - 05/31/20	\$ 21,777.42	\$ 261,329.09	\$ 16.13
06/01/20 - 05/31/21	\$ 22,212.97	\$ 266,555.67	\$ 16.45
06/01/21 - 01/31/22	\$ 22,657.23	\$ 181,257.85	\$ 16.78

* Because the Commencement Date is June 28, 2013, Tenant shall pay prorated Minimum Rent for three days in June based on the above monthly rate. As a result, Tenant will pay less than the Annual Rent shown in the chart for the first Lease Year. However, for purposes of calculating the 2% escalator, Tenant will be deemed to have paid the amount shown on the chart.

On June 1, 2014 and on each succeeding anniversary date thereafter for the Term of the Lease the Minimum Rent shall increase 2% per annum over the Minimum Rent charged for the immediately preceding Lease Year, as shown on the above schedule.

(b) All other payments, charges, and sums that Tenant may be obligated to pay to Landlord under this Lease (including without limitation Tenant's share, if any, of the costs of the Tenant Improvements as provided in Exhibit C) shall be "Additional Rent" (whether designated as such or not). Minimum Rent and Additional Rent are collectively called "Rent."

(c) All Rent shall be made payable to **Summerhill Development, L.L.C.**, and delivered to 541 Eastpark Court, Sandston, VA 23150, or such other address as Landlord may from time to time designate in writing.

(d) Tenant shall pay, as Additional Rent, a late charge of five percent (5%) plus interest at the rate of one percent (1%) per month on all Rent not paid within seven (7) days after such payment is due hereunder. This late charge shall not in any way relieve Tenant of any other obligation or liability contained elsewhere in this Lease.

4. Security Deposit. No security deposit is required from Tenant.

5. Use; Compliance with Laws. Tenant shall use and occupy the Premises for office, warehouse, and garage space for the Henrico Division of Police Department, and for no other purpose without the prior written consent of Landlord. Tenant shall use the Premises for no unlawful purpose or act; shall not commit nor permit waste or damage to the Premises by Tenant, its employees, agents, contractors, licensees or invitees; shall, at its sole cost and expense, comply with and obey all present and future laws, regulations, or applicable valid and controlling orders of any governmental authority, agency, department, commission, board or any other body having jurisdiction which shall impose any violation, order or duty upon Landlord or Tenant with respect to Tenant's use and occupancy of the Premises, or, if arising out of Tenant's use or manner of use of the Premises, with respect to the Building; shall comply with and obey the Rules and Regulations attached hereto as Exhibit B and made a part hereof, as changed or modified from time to time by Landlord in its reasonable discretion on reasonable notice to Tenant (provided that Landlord shall take reasonable efforts to ensure performance by any other tenant or occupant of the Building of any of the Rules and Regulations); shall comply with all recorded easements, covenants, and restrictions recorded as of the date of this Lease and disclosed to Tenant affecting the Premises and/or the Building in the attached Exhibit E; shall not do or permit anything to be done in or about the Premises by Tenant, its employees, agents, contractors, licensees or invitees which will in any way obstruct, interfere with or unreasonably disturb other tenants or occupants of the Office Park which contains the Building or injure or annoy them; shall not place a load on any portion of the floor of the Premises in excess of the floor load per square foot which it was designed to carry; and shall not do or permit anything to be done which will invalidate or increase the rate of insurance upon the Building. Tenant shall not use any electrical equipment which, in Landlord's opinion, will overload the Building's electrical circuits. Tenant shall not install any electrical heaters, fans, air conditioners, or any other office equipment, or make any alteration to the electrical system without Landlord's prior written consent, which will not be unreasonably withheld, conditioned or delayed. If, in any billing cycle, the consumption of water service to the Premises (measured in cubic feet) exceeds by more than ten percent (10%) the consumption for the corresponding billing period during 2012, Tenant shall pay the costs associated with such excess consumption to Landlord within thirty (30) days of Landlord's notice thereof, which notice shall include reasonable documentation of the water charges.

6. **Tenant Improvements; Condition of Premises.** Landlord agrees to perform and pay for the Tenant Improvements as defined and described on Exhibit C attached hereto on the terms set forth therein. Otherwise, Landlord and Tenant agree the Premises will be leased "as is" in their present condition without any representation or warranty whatsoever, except as expressly provided in this Lease. The act of taking possession of the Premises shall be conclusive evidence that the Premises were then in satisfactory condition, and comprised the area stated above.

7. **Services and Utilities.**

(a) Tenant shall arrange for and pay the providers directly for electrical, janitorial, telecommunications, security access/fire monitoring, and cable television services. Tenant shall pay all invoices for such services as and when they are due.

(b) As long as Tenant is not in default of any terms or covenants of this Lease, Landlord shall furnish and pay for (subject to payment by Tenant as provided in Section 24) the following services and maintenance:

(i) Natural gas service to the Premises for routine office use.

(ii) Water and sewer service to the Premises for routine office use.

(iii) Trash removal and pest control.

(iv) An HVAC maintenance contract.

(v) Repairs to the interior and maintenance of all systems as otherwise provided in Section 9 below, except in cases where there is damage caused by neglect or misuse by the Tenant or by the negligence of Tenant, Tenant's agents, employees, contractors, or invitees beyond reasonable wear and tear.

(vi) Repairs to the building shell, exterior walls, roof and floor except in cases where there is damage caused by neglect or misuse by the Tenant or by the negligence of Tenant, Tenant's agents, employees, contractors, or invitees beyond reasonable wear and tear.

(vii) The following operating expenses: landscaping, parking lot sweeping, snow removal, site lights, insurance for building shell, improvements and common areas, management fee (industry standard), storm water facility maintenance fees, and professional services (accounting), and any other common area maintenance expenses.

(b) With reasonable prior written notice to Tenant, Landlord shall have the right to suspend temporarily for briefest period of time necessary the furnishing of any or all of the utilities and services hereinabove provided for such time or times as Landlord shall deem necessary for repairs, alterations or improvements. Such work shall be performed promptly and diligently and in such a manner as to insure the least possible interference with Tenant's operation.

(c) No interruption or suspension of any such service when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, or for repairs, alterations or improvements considered desirable or necessary by Tenant and Landlord, shall be construed as an eviction of Tenant or warrant an abatement or diminution of Rent or render Landlord liable

for damages either to person, business or property suffered by Tenant, its employees, licensees, or invitees by reason of any such failure, or release Tenant from any of its obligations under this Lease. Notwithstanding the foregoing, if the interruption is caused by Landlord or by causes within Landlord's reasonable control and such interruption renders the Premises unusable for ten (10) or more days in any calendar year, then Minimum Rent shall abate for the eleventh (11th) and subsequent days when the Premises are unusable during the calendar year because of such interruption. In any case where only a portion of the Premises is rendered unusable and the remaining portion is usable as reasonably determined by Tenant, then Rent shall abate proportionately.

8. Alterations; Mechanics' Liens.

(a) Tenant shall make no alterations, improvements, or additions in or to the Premises of any nature ("Alterations") without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Any and all Alterations to the Premises shall be performed by Tenant (i) at its sole cost and expense by a contractor approved by Landlord, or if Tenant shall so designate, by Landlord itself at a price of cost plus 5%; (ii) in accordance with plans and specifications previously approved by Landlord in writing; (iii) in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction; (iv) in a good and workmanlike manner; (v) in such a manner as to insure the least practical interference with all aspects of the Building's operation, including cooperating fully with Landlord's reasonable requests regarding such items as the times and manner in which construction will be performed; and (vi) in a prompt and diligent manner. Tenant shall reimburse Landlord promptly upon demand for any reasonable expenses incurred by Landlord in connection with its review of Tenant's request for Landlord's consent.

(b) At the time Landlord reviews the plans and specifications in 8(a) (ii), Landlord will advise if it will require that any Alterations made by Tenant, excepting only furniture and trade fixtures, shall remain on the Premises as the property of the Landlord without compensation to Tenant, or shall be removed therefrom and the Premises restored to their original condition at Tenant's sole cost and expense, at the expiration or sooner termination of this Lease. Tenant shall, at its own expense, repair any damage caused by the removal of furniture and trade fixtures and restore the Premises to their original configuration, at its sole cost and expense. The terms of this Section 8 shall survive the termination or expiration of this Lease.

(c) Tenant shall not permit any mechanic's lien or liens to be placed upon the Premises, the Leasehold Improvements thereon or the Building during the term hereof caused by or resulting from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. If a lien is filed upon the interest of Landlord or Tenant in the Premises, the Leasehold Improvements or the Building, Tenant at its expense shall cause the same to be discharged within 15 days of its notice, by either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or filing of bond required by law. If Tenant shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of Landlord, Landlord may discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or filing of bonding required by law.

(d) Tenant Improvements under Section 6 are not deemed Tenant Alterations under this Section 8.

9. Repair and Maintenance.

(a) Tenant shall notify Landlord in writing when any portion of the Premises, the Building, or the systems located within or serving the Building or the Premises are in need of maintenance or repair. Upon receipt of such notice, Landlord shall promptly arrange for such maintenance, repairs, and replacements as may be needed to keep the Premises and the Building in good working order and condition. Landlord may, but shall not be required to, arrange for any of such maintenance, repairs, or replacements on its own initiative (including without limitation in emergency situations). Such maintenance, repairs, and replacements shall be at Landlord's expense, except to the extent maintenance, repairs, or replacements are required because of neglect or misuse by Tenant or because of damage caused by the negligence of Tenant or its agents, employees, contractors, or invitees, in which case Tenant shall reimburse Landlord for the reasonable costs thereof within fifteen (15) business days of Landlord's invoice.

(b) No failure of Landlord to make repairs required to be made by it hereunder, except as a result of willful neglect, shall be construed as an eviction of Tenant or entitle Tenant to an abatement or diminution of Rent or render Landlord liable for damages either to person, business or property suffered by Tenant, its servants, agents, contractors, employees, visitors or licensees by reason of such failure, or release Tenant from any of its obligations under this Lease. Notwithstanding the foregoing, if Landlord fails to complete the repairs required by this Lease within ten (10) days of written notice thereof from Tenant (or such longer period as may be reasonable if the repairs cannot reasonably be completed within 10 days, not to exceed 90 days), subject to Force Majeure, and such failure renders the Premises unusable, then Minimum Rent shall abate from the expiration of the foregoing periods until the Premises are rendered usable. If only a portion of the Premises is rendered unusable and the remaining portion is usable as reasonably determined by Tenant, then Rent shall abate proportionately.

10. This section intentionally left blank.

11. Assignment and Subletting.

(a) Tenant shall not, without prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed (i) assign or convey this Lease or any interest hereunder; (ii) allow any transfer hereof or any lien upon the Tenant's interest hereunder; (iii) sublet the Premises or any part thereof, nor (iv) permit the use or occupancy of the Premises or any part thereof by any other than the Tenant. Should Tenant wish to obtain Landlord's consent to an assignment or subletting, it shall make such request in written form detailing the proposed sub-tenant, term, sub-tenant or assignee, compensation to be received by Tenant, name and financial data of proposed sub-tenant or assignee and such other information as Landlord may request. By way of example and not limitation, it shall be reasonable for Landlord to refuse to consent to an assignment or sublease (i) to an entity whose financial condition or credit does not meet standards that would be imposed by a commercially reasonable and prudent property management company, (ii) to an entity whose use would conflict with or be inconsistent with the other tenants of the park or with the general character of the park, as determined in Landlord's discretion, or (iii) to an entity whose use would expose Landlord to additional or greater risks than Tenant's use. Tenant shall not pledge or mortgage its leasehold interest or any part thereof and any such pledge or mortgage shall, at Landlord's option, render this Lease void.

(b) Landlord may assign this Lease or any part thereof or right hereunder. Upon absolute assignment and provided that the assignee assumes Landlord's obligations (arising after the effective date of the assignment) in writing, Landlord shall have no further obligations with respect hereto and Tenant shall look solely to such assignee for the performance of Landlord's obligations.

12. **Property Loss; Liability.** Landlord and its owners, members, principals, employees, or agents shall not be liable for any injury, loss or damage to Tenant's property resulting from any cause whatsoever unless specifically and solely caused by the gross negligence or intentional misconduct of Landlord. Tenant shall maintain, at its sole cost, sufficient property and contents insurance against theft or casualty to its property for all risks including difference in conditions and including, without limitation, water damage.

13. This section intentionally left blank.

14. **Insurance.**

(a) Landlord shall keep the Premises and Building (and the adjacent common areas) insured for replacement cost under an "all risk special form" property policy. In addition, Landlord shall maintain general liability coverage in the event of liability for injury, loss or damage at the Premises which results from negligence of the Landlord and its owners, members, principals, employees, or agents.

(b) Tenant shall, in addition to the insurance required pursuant to Section 12 hereof, at its sole cost and expense, carry comprehensive public liability insurance with respect to the Premises (and the adjacent common areas) and the operations conducted therein against any liability for bodily injury, death and property damage, including blanket contractual liability, with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate. All policies of insurance required hereunder shall name Landlord and such agents as Landlord may designate as additional insureds as their interests may appear and as loss payees. Tenant may, at its option, satisfy its obligations under this Section through its self-insurance program subject to reasonable verification by Landlord.

(c) Landlord and Tenant shall deliver to the other party, within 30 days after the date hereof, certificates evidencing such insurance and shall cause all such policies to provide for 30 days prior written notice to the other party of any cancellation, reduction in amount or material change in coverage. Tenant and Landlord agree that property insurance carried by either of them against loss or damage to property by fire or other casualty shall contain a clause whereby the insurer waives its rights of subrogation against the other party. Upon request, each party agrees to furnish evidence of such waiver to the other party.

All policies obtained by Landlord and Tenant shall be written by nationally recognized companies licensed by the Commonwealth of Virginia.

15. **Holding Over.** If Tenant should remain in possession of the Premises after the expiration of the Term without the written agreement of Landlord and Tenant, Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and at a daily rental of 200% of the per day Rent paid by Tenant immediately prior to the expiration hereof, computed on the basis of a 30 day month.

16. **Estoppel Certificate.** Tenant shall, from time to time and whenever Landlord so requests, within ten (10) business days after Landlord's request, sign and deliver to Landlord a certificate in a form reasonably approved by the County Attorney's office stating: whether this Lease is in full force and effect; whether any amendments or modifications exist; whether there are any defaults hereunder; the then current Rent; and such other information as may be reasonably requested.

17. **Rights Reserved to Landlord.**

(a) Landlord reserves and shall at all times have the right to reenter the Premises in any emergency and to inspect the same, and upon reasonable notice to Tenant and without unreasonably disrupting Tenant's use and enjoyment of the Premises, to alter, improve, remodel or repair the Premises and any portion of the Building including, without limitation, installation of pipes, conduits or new building mechanical systems, without abatement of Rent and without incurring any liability to Tenant therefor. Notwithstanding the foregoing, if the foregoing activities of Landlord render the Premises unusable for ten (10) or more days in any calendar year, then Minimum Rent shall abate for the eleventh (11th) and subsequent days when the Premises are unusable during the calendar year because of such activities. In any case where only a portion of the Premises is rendered unusable and the remaining portion is usable as reasonably determined by Tenant, then Rent shall abate proportionately. Throughout the Term, Landlord shall have the right to enter the Premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the Building, and during the last nine (9) months of the Term for the purposes of showing the Premises to prospective tenants, and may, during said period, place upon the Premises "To Let" notices.

(b) Landlord agrees to make a reasonable effort to give advance notice to Tenant any time Landlord wishes to enter the Premises for the purposes stated above, excepting only emergency situations, and Landlord agrees to make a reasonable effort at all times while in the Premises to minimize any disruptions which would adversely affect Tenant's use and enjoyment of the Premises.

18. **Default; Damages.**

(a) Permitted Termination. The termination of the Lease by Tenant or Landlord pursuant to the provisions contained here shall not be a default or an Event of Default hereunder.

(b) Breach; Rights; No Additional Obligations . If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days (which shall be extended to the extent reasonably necessary if a cure shall reasonably require more than thirty (30) days, provided the breaching party promptly commences the cure and diligently pursues completion thereof) from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

(c) Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default": (i) failure or refusal by Tenant to pay Rent within seven (7) business days after it is due; (ii) failure to perform or observe any other covenant or condition of this Lease by Tenant to be performed or observed upon the expiration of a period of fifteen (15) days following written notice to Tenant of such failure; (iii) abandonment or vacating of the Premises or any significant portion thereof; and (iv) the filing or execution or occurrence of: a petition in bankruptcy or other insolvency proceeding by or against Tenant; a petition or answer seeking relief under any provision of the Bankruptcy Act or like law; an assignment for the benefit of creditors or composition; a petition or other proceeding by or against Tenant for the appointment of a trustee, receiver or liquidator of Tenant or any of Tenant's property; or a proceeding by an governmental authority for the dissolution or liquidation of Tenant.

(d) Upon or at any time after the occurrence of any Event of Default, Landlord may, at Landlord's option, with or without notice and with or without judicial process, in addition to any

other remedy or right given hereunder or by law or equity, terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord.

(e) The exercise by Landlord of any one or more remedies hereunder granted shall not be deemed to be an acceptance or surrender of the Premises by Tenant. The termination by Landlord of this Lease shall in no way exhaust any other rights hereunder or under law or in equity.

If Tenant shall move from the Premises at any time prior to the termination of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of decorating the same or making alterations or changes therein, without such entry in any manner affecting the obligations of the Tenant hereunder.

(f) If Tenant commits an Event of Default and Landlord elects to terminate the Lease or if Landlord shall reenter the Premises without having terminated the Lease, then notwithstanding such termination or reentry, Tenant shall be liable for and shall pay to Landlord, the sum of all Rent accrued to the date of such termination or reentry, as the case may be. Tenant shall remain liable for the payment of Rent for the balance of the Term, subject to a credit for the net rent proceeds, if any, received by Landlord from leasing the Premises to a successor tenant.

(g) If Tenant commits an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum required to be paid above, but only to the extent such sums are not recovered by Landlord, all reasonable expenses as Landlord may incur in connection with such Event of Default of re-letting, including, without limitation: advertising costs; brokers' fees; the costs of removing and storing Tenant's or other occupant's property; the reasonable and necessary costs of repairing, altering, remodeling or otherwise putting the Premises into condition to be re-let.

(h) In the event of termination or repossession of the Premises for an Event of Default, Landlord shall have a duty to mitigate is damages.

(i) If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall pay to Landlord as Additional Rent, upon demand, all expenses incurred by Landlord on Tenant's behalf to cure the default.

(j) The failure by Landlord or Tenant to enforce any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same. The acceptance of any payment hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such payment. Landlord's remedies shall be cumulative. Nothing in this Section 18 shall be construed to limit or preclude recovery by the parties for any sums or damages to which, in addition to the damages particularly provided above, they may lawfully be entitled by reason of any default hereunder on the part of Tenant or Landlord.

(k) In the event of any default by Landlord, Tenant will have remedies as provided by law; however, prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default (unless such default could not reasonably be cured within thirty days, in which case Landlord shall have such additional time as is reasonably necessary provided that Landlord is diligently prosecuting the cure). No obligation of Landlord hereunder will be construed as a

condition, and all Landlord's obligations will be binding upon Landlord only during the period of its possession of the Building and not thereafter.

19. **Fire or Other Casualty.** If at any time during the Term, the Premises or any portion thereof or any portion of the Building should be damaged or destroyed by fire or other casualty and Landlord estimates that the Premises cannot be restored within 120 days, then Landlord and Tenant shall have the election to terminate this Lease or to repair and reconstruct the Premises and Building to substantially the condition in which they existed immediately prior to such damage and destruction. In any of the aforesaid circumstances, unless such fire or damage shall have resulted from the willful or intentional acts or omissions of Tenant or its agents, contractors, employees, visitors or licensees, rent shall abate equitably during the period to the extent that the Premises are unfit for use by Tenant in the ordinary course of its business; provided, however, that should Tenant reoccupy a portion of the Premises prior to the date the whole Premises are made tenantable, Minimum Rent allocable to such portion shall be payable by Tenant from the date of such reoccupancy. If Landlord has elected to repair and restore the Premises and so advised Tenant within thirty (30) days after the casualty, this Lease shall continue in full force and effect and such repairs will be made promptly thereafter, subject to Landlord's receipt of insurance proceeds and Force Majeure. If the Premises are not fully restored within 120 days, subject to Force Majeure, then Tenant shall have the right to terminate this Lease by sending written notice to Landlord within thirty (30) days after such 120 day period. If Tenant fails to timely send such notice, Tenant shall be deemed to have waived its termination right. In the event that this Lease is terminated as herein permitted, Landlord shall refund to Tenant the prepaid Rent, if any (unaccrued as of the date of damage or destruction), less any sum then owing Landlord by Tenant. If Landlord has elected to repair and reconstruct the Premises, then the Lease Term shall be extended for a period of time equal to the period of such repair or reconstruction. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or property or annoyance arising from any termination.

20. **Condemnation.**

(a) Notice. Landlord shall give prompt notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.

(b) Rights of Parties. If any portion of the Premises is taken by eminent domain or sold to the holder of such power pursuant to a threatened taking (exclusive of takings that, in the reasonable discretion of Tenant, do not materially adversely affect the use and enjoyment of the Premises by Tenant), this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (1) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances. If the taking does not materially adversely affect the use and enjoyment of the Premises by Tenant, so that this Lease is not terminated, Landlord shall promptly take such action as will minimize the effects of the taking on Tenant, and Rent shall be equitably adjusted to compensate Tenant for any adverse effect of the taking.

21. **Surrender of Premises.**

(a) At the end of the Term or any renewal thereof or other sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises in broom clean condition, together with all improvements or additions as provided in Section 8 (a) and (b), by

whomsoever made, in the same condition as received or first installed, ordinary wear and tear excepted, unless Landlord shall require that Tenant remove any of such improvements or additions at Tenant's expense.

(b) If Tenant shall fail to remove all property from the Premises upon termination of this Lease as required by this Lease, for any cause whatsoever, Landlord may at its option remove the same and store said property without liability for loss thereof or damage thereto, and Tenant agrees to pay Landlord on demand any and all reasonable expenses incurred in such removal and all storage charges. Alternatively, Landlord may at its option without notice sell said property or any part thereof at private sale and without legal process for such price as Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord.

(c) The terms of this Section 21 shall survive the termination or expiration of this Lease.

22. **Subordination.** This Lease is subject and subordinate to all ground leases, mortgages, deeds of trust, and/or financing statements which may now or hereafter affect the Building or the property of which it is a part, and to all renewals, refinancings, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required; provided, that Tenant shall promptly execute any reasonable and customary certificate or agreement, in a form reasonably approved by the County Attorney, that Landlord or its lender may request in confirmation of such subordination.

23. **Quiet Enjoyment.** Landlord agrees that Tenant, upon paying the Rent and complying with the terms, covenants and conditions contained herein, shall and may peaceably and quietly have, hold and enjoy the Premises free from interference by Landlord or anyone claiming by, through, or under Landlord for the Term.

24. **Payment of Certain Taxes.** Tenant shall pay before delinquency any and all personal property, equipment, tools, machinery, license, sales, business, occupancy or other taxes, fees or charges levied, assessed or imposed upon its property or its occupancy of, or its operations at, the Premises. Notwithstanding the foregoing, Tenant shall not be required to pay taxes assessed against the real property of which the Premises are a part. Landlord will pay all real estate taxes for the Building and Common Area.

25. **Brokerage.** Landlord and Tenant represent and warrant to each other that neither has had dealings or negotiations with any broker or agent in connection with the consummation of this Lease.

26. **Authority of Landlord and Tenant.** Landlord and Tenant (i) represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of the party and constitutes the valid and binding agreement of the party in accordance with the terms hereof and (ii) if either party so requests, shall deliver to the other party, concurrently with the delivery of this Lease executed by the party, certified resolutions, consents, or similar documents from the party's governing body authorizing the party's execution and delivery of this Lease and the performance of its obligations hereunder.

27. **Landlord's Liability.** Tenant agrees that the liability of Landlord under this Lease and all matters pertaining to or arising out of the tenancy and the use and occupancy of the Premises including, but not limited to, all matters or claims of whatsoever nature arising out of or caused by the negligence of the Landlord, its agents, servants or employees, shall be limited to the value of Landlord's interest in the Building and any applicable insurance coverage.

28. **Covenants Regarding Hazardous Materials.**

(a) **Compliance with Environmental Laws:** Landlord and Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances, regulations, permits, decrees, and orders (collectively "Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste or other hazardous toxic, contaminated, or polluting materials, substances, or wastes, including, without limitations, any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any Hazardous Materials Laws (collectively, "Hazardous Materials").

(b) **Notices:** Landlord and Tenant shall immediately notify the other in writing of, and shall provide complete copies of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws pertaining to the Premises; (ii) any claim made or threatened by any person against the party, the Premises or Building relating to damage, contribution, cost recovery compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on, or removed from the Premises or Building, including any complaints, notices, warnings, reports or asserted violations in connection therewith.

(c) Landlord and Tenant shall be responsible for providing insurance to cover all claims, liabilities, penalties, forfeitures, losses, or expenses arising from or relating to (i) its use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Materials to, in, on, under, about, or from the Premises or Building, or (ii) its failure to comply with any Hazardous Materials Law, whether knowingly or unknowingly, the standard herein being one of strict liability. Such insurance shall be subject to Landlord's insurer and Tenant's Risk Manager's review and approval. Landlord's and Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Premises or Building, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of this Lease.

(d) Nothing in this Section 28 shall render Landlord responsible for Hazardous Materials originating from or generated or released by any party other than Landlord.

29. **Parking.** Landlord will provide, on a non-exclusive basis, approximately sixty (60) parking spaces for the Premises.

30. **ADA Compliance.** Landlord shall be responsible for assuring that the areas of the Building are in compliance with the requirements of The Americans With Disabilities Act of 1990, as amended, and the rules and regulations promulgated thereunder, as such law, rules and regulations may now or hereafter be amended or restated ("ADA"). Landlord shall be solely responsible for assuring that the interior of the Premises as constructed by Landlord, including but not limited to doorways and restrooms within the Premises, are in compliance with the ADA. Tenant shall be solely responsible for assuring that Tenant installed improvements and fixtures are in compliance with the ADA.

31. **Notices.** Any notice which may or shall be given under the terms of this Lease shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by nationally recognized overnight courier service to the parties at their respective addresses below. Notices sent via facsimile shall be effective upon confirmed receipt, provided that an identical copy of such notice is also sent via another approved method. Such addresses may be changed from time to time by either party by giving written notice in compliance with this Section.

IF TO LANDLORD: SUMMERHILL DEVELOPMENT, LLC
Attn: C. Denton Baker, Managing Member
541 Eastpark Court
Sandston, Virginia 23150
Fax: (804) 737-5797

IF TO TENANT:

County Manager
County of Henrico, Virginia
4301 E. Parham Road
Henrico, VA 23228-2745
(P. O. Box 90775
Henrico, VA 23273-0775)
Fax: (804) 501-4162

WITH COPY TO: Director of Real Property Department
County of Henrico, Virginia
4300 E. Parham Road
Henrico, VA 23228-2752
(P. O. Box 90775
Henrico, VA 23273-0775)
Fax: (804) 501-4554

32. **Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of significant weather events, strikes, labor troubles, inability to procure material, failure of power, restrictive governmental Laws, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under this Lease (collectively "Force Majeure"), the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither Landlord nor Tenant shall be excused from any obligations for payment of the Rent (as to Tenant) or any other payments required by the terms of this Lease when same are due, and all such amounts shall be paid by each party as and when due.

33. **Renewal Options.** Provided that no Event of Default has occurred during the Term, Tenant shall have the option to renew this Lease (the "Renewal Option") for two (2) consecutive renewal terms of five(5) years each (the "Renewal Terms"), such that the maximum possible Term of the Lease is eighteen (18) years and eight (8) months [two-hundred twenty-four (224) months]. Minimum Rent at the commencement of each Renewal Term shall be the greater of (i) the then-prevailing market rental rate ("Market Rate") on an annual per-square-foot basis, or (ii) one hundred two percent (102%) of the Minimum Rent at the expiration of the initial Term or the first Renewal Term, as the case may be. Minimum Rent shall be subject to escalation during the Renewal Terms as provided below. Market Rate shall mean an annual rental rate per rentable square foot for a term equivalent to the Renewal Term for which the Market Rate is being

determined that a willing, credit-worthy non-equity tenant leasing space comparable to the Premises would pay and that a willing landlord of a building comparable to the Building in the Greater Richmond Area (the "Market") would accept at arm's length. Appropriate consideration will be given to base rent, tenant concessions (e.g. free rent, tenant improvements and other cash allowances) length of term, size and location of the premises being leased, tenant improvement allowances, brokerage commissions and other generally applicable terms and conditions prevailing for comparable space in comparable buildings located in the Market, as evidenced by then recently completed renewals or new leases within the Market. The Renewal Options shall be exercised by Tenant's written notice to Landlord given a maximum of twelve (12) months and a minimum of six (6) months prior to the end of the initial Term or first Renewal Term, as the case may be. Within sixty (60) days after receipt of Tenant's written notice of Tenant's exercise of the applicable Renewal Option, Landlord shall provide in writing a good-faith determination of the proposed Market Rate amount for the initial year of the Renewal Term (the "Proposed Renewal Rate"). Tenant shall, within fifteen (15) days following delivery of the Proposed Renewal Rate by Landlord, notify Landlord in writing of the acceptance or rejection of the Proposed Renewal Rate. If Tenant accepts the Proposed Renewal Rate, then the Proposed Renewal Rate shall be the initial Fixed Minimum Rent in effect during the applicable Renewal Term, subject to escalation as provided below. If Tenant rejects the Proposed Renewal Rate and Landlord and Tenant do not agree upon the Market Rate within thirty (30) days thereafter, then Landlord and Tenant shall determine the Market Rate for the initial year of the applicable Renewal Term, by each, at its cost and by giving notice to the other party, appointing a competent and impartial commercial real estate broker (hereinafter "broker") with at least ten (10) years' full-time commercial real estate brokerage experience in the Market to set the prevailing Market Rate. If either Landlord or Tenant does not appoint a broker within ten (10) days after the other party has given notice of the name of its broker, the single broker appointed shall be the sole broker and shall set the prevailing Market Rate. If two (2) brokers are appointed by Landlord and Tenant as stated in this paragraph, they shall meet promptly and attempt to set the prevailing Market Rate. If the two (2) brokers are unable to agree within ten (10) days after the second broker has been appointed, they shall attempt to select a third broker, meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) brokers are given to set the prevailing Market Rate. If the two (2) brokers are unable to agree on the third broker, either Landlord or Tenant by giving ten (10) days' written notice to the other party, can apply to a duly appointed judge of the court of competent jurisdiction of the county in which the Premises are located for the selection of a third broker who meets the qualifications stated in this paragraph. Landlord and Tenant each shall bear one-half (1/2) of the cost of appointing the third broker and of paying the third broker's fee. The third broker, however selected, shall be a person who has not previously acted in any capacity for either Landlord or Tenant. Within fifteen (15) days after the selection of the third broker, the third broker shall select one of the two Market Rates submitted by the first two brokers as the Market Rate for the initial year of the applicable Renewal Term. If either of the first two brokers fails to submit their opinion of the Market Rate within the time frame set forth above, then the single Market Rate submitted shall automatically be the prevailing Market Rate. Upon the final determination of the prevailing Market Rate pursuant to this paragraph, the Minimum Rent payable by Tenant at the commencement of the applicable Renewal Term shall be the greater of such Market Rate or one hundred two percent (102%) of the Minimum Rent in effect upon the expiration of the initial Term or first Renewal Term, as the case may be. During each Renewal Term, Minimum Rent shall escalate by two percent (2%) annually over the Minimum Rent in effect for the preceding year. Such Minimum Rent payable by Tenant during the applicable Renewal Term shall be included within a Lease amendment to be promptly executed by Landlord and Tenant. During any exercised Renewal Terms, all the provisions of this Lease shall remain in full force and effect except for the amount of Minimum Rent (which shall be determined in accordance with this Section).

34. **Miscellaneous.**

(a) If the context requires, all words expressed in the singular shall include the plural and vice-versa, and any reference to one gender shall include all genders. The term "Landlord" shall mean only the owner, for the time being, of the Building, and in the event of the transfer by such owner of its interest in the Building as provided herein, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

(b) All covenants, conditions, agreements and undertakings in this Lease shall extend to, and be binding on, the respective heirs, executors, administrators, successors and permitted assigns of the respective parties hereto as if they were in every case named.

(c) This Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles and venue shall be exclusively in the Circuit Court of Henrico County..

(d) This Lease embodies the entire agreement of the parties hereto and may not be altered, changed or amended except by an instrument in writing executed by both parties.

(e) If any clause or provision hereof should be determined to be illegal, invalid or unenforceable under present or future laws effective during the Term or any renewal term hereof, then (i) it is the express intention of the parties hereto that in lieu of each clause or provision of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be legal, valid and enforceable and (ii) the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(f) Landlord and its agents have not made any statement, promise or agreement whatever, verbally or in writing, in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions and no obligation of Landlord shall be implied in addition to the obligations herein stated.

(g) This Lease shall not be recorded without the agreement of both Landlord and Tenant, which may be granted or withheld in either party's sole discretion. Notwithstanding the foregoing, within ten (10) days after a request from either party, the other party shall execute (with proper notary and/or acknowledgment) and deliver a Memorandum of Lease in the form attached hereto as **Exhibit D**. The requesting party may, at its expense, record such Memorandum in the land records of the jurisdiction where the Premises are located.

(h) All rights and remedies accruing to Landlord and Tenant under this Lease during the Term shall survive the termination or expiration of this Lease.

(i) This Lease may be executed in counterparts, each of which shall be deemed an original but which, taken together, shall constitute one instrument. Facsimile signatures shall be deemed original signatures.

(j) Non-Appropriations for Tenant. Landlord understands and acknowledges that Tenant's obligations under this Lease are subject to continued appropriations by the Board of Supervisors of Henrico County to support the South/Central Headquarters Office of the Henrico

Division of Police (or its successor or a functionally equivalent office). Should the Board of Supervisors fail to appropriate funds for the continued operation of such office, then this Lease shall terminate when the funding is exhausted. In the event that the Board of Supervisors fails to appropriate aforementioned funds for the continuation of such office, the Tenant shall provide an affidavit executed on behalf of the County Manager certifying that funding for the continuation of the South/Central Headquarters Office of the Henrico Division of Police (or its successor or a functionally equivalent office) was not appropriated. Termination for non-appropriation shall not constitute an Event of Default.

(k) Nothing contained in this Lease shall restrict, impair or alter the taxing or other authority of the County of Henrico, Virginia.

35. **JOINT VENTURE DISCLAIMER.** Any intention to create a joint venture or partnership relationship between the parties hereto is expressly disclaimed.
36. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. This Lease shall not be effective or binding unless and until signed by all parties. No amendment or modification of any of the terms of this Lease shall be binding on Landlord or Tenant unless in writing and executed by all parties to this Lease with the same formality as this Lease. This Section 36 is not intended to alter Section 11.
37. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
38. **ADDITIONAL PROVISIONS.** This Lease is subject to the following exhibits, which are hereby incorporated into this Lease:

Exhibits:

- A Diagram of the Premises
- B Rules and Regulations
- C Tenant Improvements
- D Form of Memorandum of Lease
- E Park Covenants

[INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Deed of Lease as of the date first hereinabove written.

LANDLORD: **SUMMERHILL DEVELOPMENT, L.L.C.**
a Virginia limited liability company

By: C. Denton Baker (SEAL)
Name: C. Denton Baker
Title: Managing Member

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

I, Karen M. Martin, a Notary Public of the above referenced jurisdiction, do hereby certify that C. Denton Baker, in his capacity as Managing Member of Summerhill Development, L.L.C., appeared before me and duly executed the aforesaid instrument on behalf of Summerhill Development, LLC this 27th day of June, 2013. The person is personally known to me, or I examined the following type of identification: _____.

Karen M. Martin
Notary Public

My commission expires: 6-30-14

SEAL/STAMP

KAREN M. MARTIN
NOTARY PUBLIC
REGISTRATION # 4101543
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2014

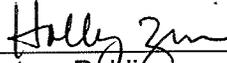
Execution Authorized
By Board Minute
124-13
Date 5-28-2013
Initials JAV
APPROVED
Substance
Form RRR
Signature

COUNTY OF HENRICO, VIRGINIA

By:  (SEAL)
John A. Vithoulkas
County Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

I, Holly Zinn, a Notary Public of the above referenced jurisdiction, do hereby certify that John A. Vithoulkas, in his capacity as County Manager of the County of Henrico, Virginia, appeared before me and duly executed the aforesaid instrument on behalf of the County this 28th day of June, 2013. The person is personally known to me, or I examined the following type of identification:


Notary Public

My commission expires 11/30/15

SEAL/STAMP

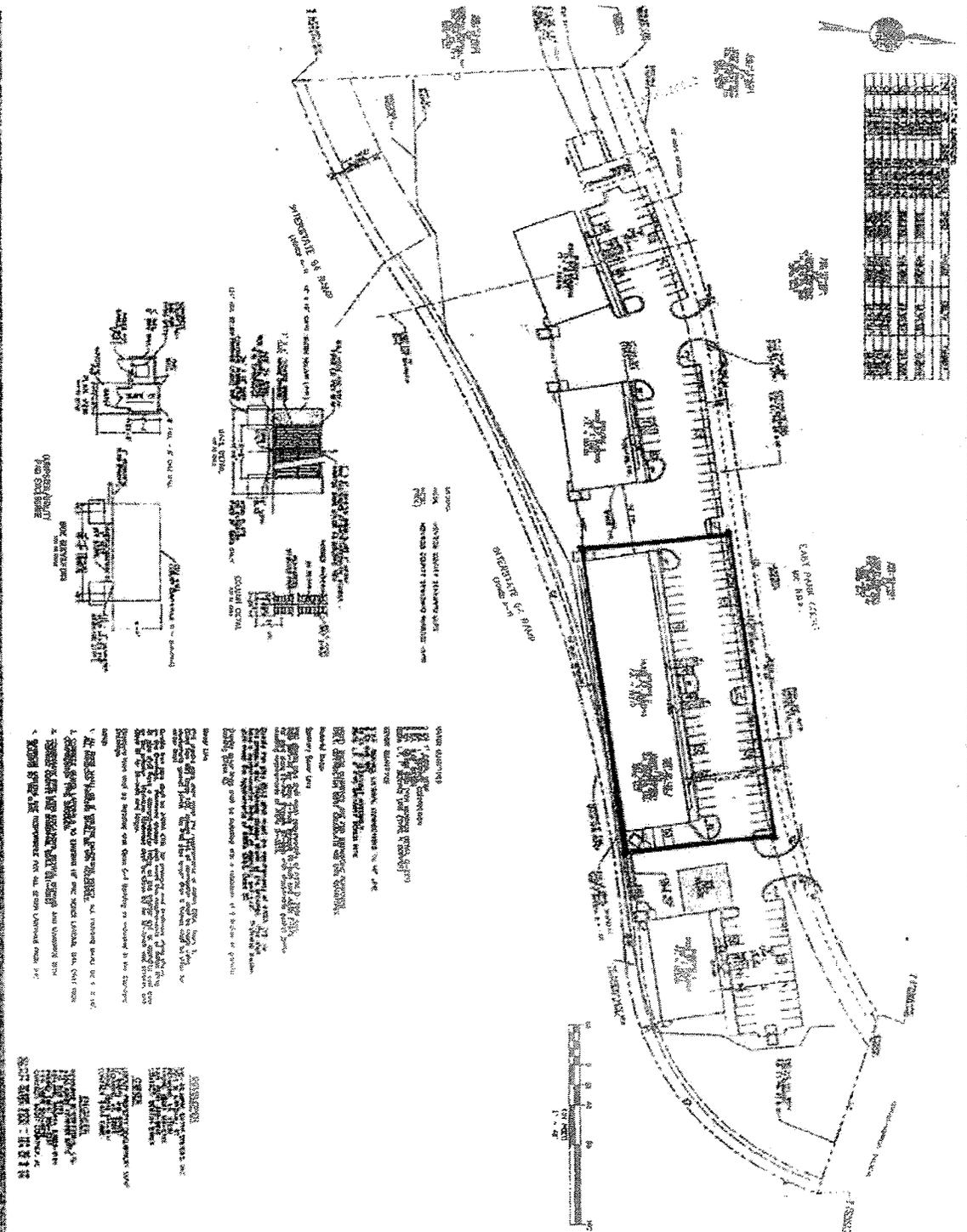


EXHIBIT A – DIAGRAM OF THE PREMISES

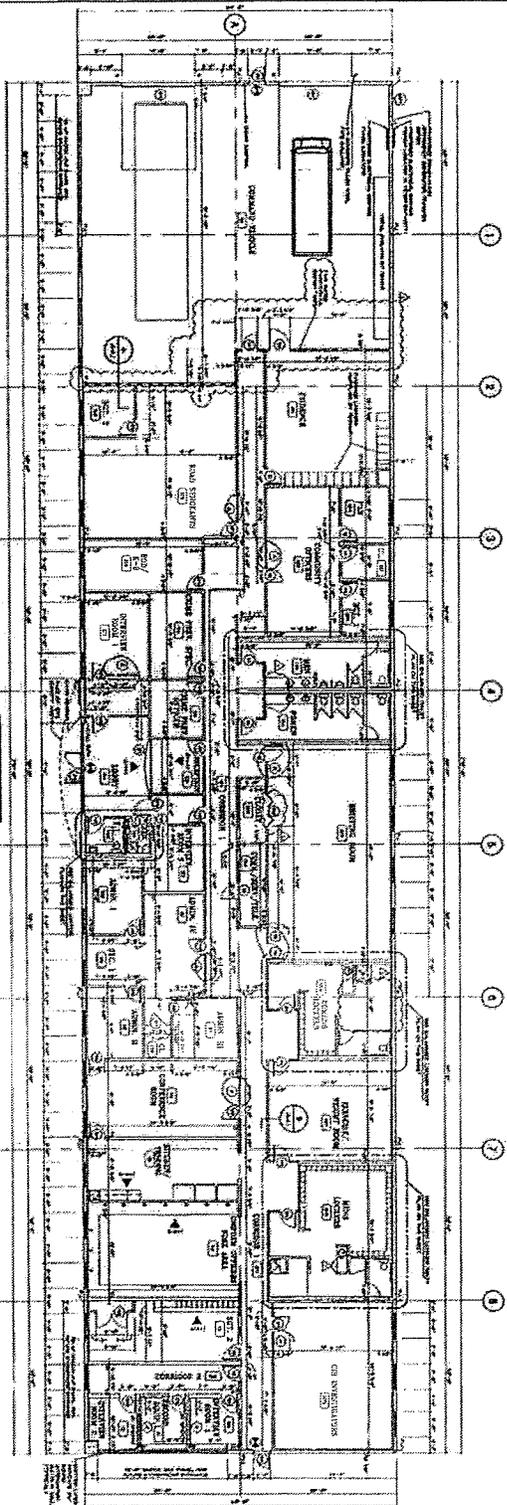
[See attached.]

Disclaimer:

The information provided in this Exhibit A may not be to scale and is for general information purposes only.



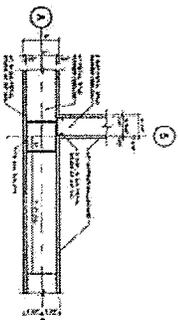
1-5 ED GORDE ARCHITECT 1000 N. 10TH ST. SUITE 100 DENVER, CO 80202 TEL: 303.733.1111 FAX: 303.733.1112	SUMNERHILL, L.L.C. WOODLAND CENTER FLEX CONDOMINIUMS HENNING COUNTY, VIRGINIA CONCEPT PLAN	ARCHITECT: ED GORDE DESIGNER: ED GORDE DATE: 4-8-2001 SCALE: AS SHOWN	APPROVED: _____ DATE: _____		RESOURCE INTERNATIONAL, LTD. CONSULTING • ARCHITECTURE • INTERIORS • PLANNING 415 10th Street • Suite 1000 • Denver, CO 80202 • USA Phone: 303-733-1111 Fax: 303-733-1112
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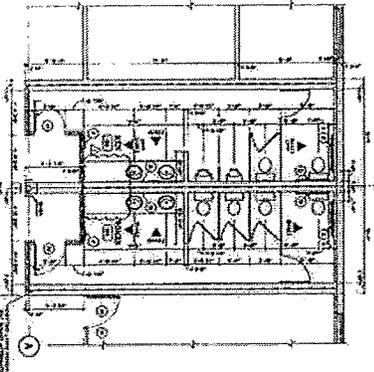
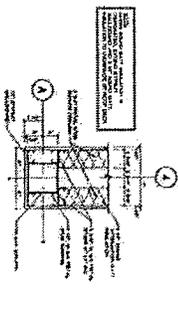
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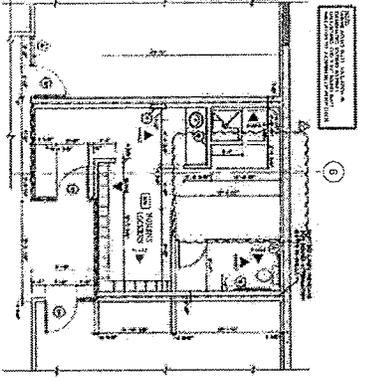
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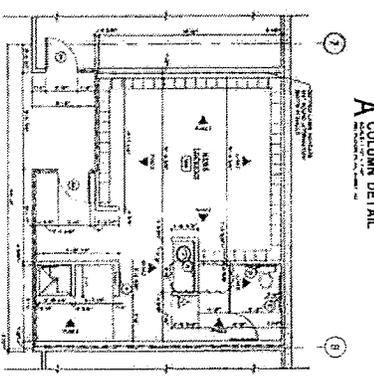
B COLUMN DETAIL



ENLARGED TOILET PLAN



ENLARGED LOCKER ROOM PLANS



ENLARGED JANITOR PLAN

FLOOR PLAN, ENLARGED PLANS & DETAILS
WOODLANDS OFFICE BUILDING III
 WOODLANDS OFFICE PARK (HPD)
 HENRICO COUNTY, VIRGINIA

A11

JAMES M. FOREMAN
 PROFESSIONAL ENGINEER
 No. 10000
 STATE OF VIRGINIA

EXHIBIT B – RULES AND REGULATIONS

1. The sidewalks, halls, entrances, lobbies, vestibules, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any other purpose than for ingress and egress from and to their respective offices. The halls, entrances, elevators, stairways, balconies and roof are not for the use of the general public; and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord or its employees shall be prejudicial to the safety, character, reputation and interest of the Building and its tenants.
2. No awnings or other projections may be attached to the outside walls of the Building. No curtains, blinds, shades or screens may be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Any skylights, windows, doors or transoms which reflect or admit light into any place in the Building shall not be covered or obstructed by any tenant.
3. No sign, advertisement or notice may be displayed, inscribed, painted or affixed on or to any part of the outside or inside of the Building, or on or about the Premises, except on the walls adjacent to the doors of the Premises and on the lobby directory board of the Building, and then only of such color, size, style and materials as shall be first approved by Landlord. No "For Rent" signs may be displayed by Tenant, and no showcase, obstruction, sign, flag, statuary or advertising device may be placed in front of the Building or in the lobbies or corridors thereof by any tenant; Landlord reserves the right to remove all such items without notice to Tenant and at Tenant's expense.

Landlord may prohibit any signage or advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a Building; upon notice from Landlord, Tenant will refrain from or discontinue such advertising.

4. All entrance doors in the Premises will be locked when the Premises are not in use. No additional locks or bolts of any kind may be placed upon any of the doors by Tenant, nor any changes be made in existing locks or the mechanism thereof, unless Landlord is provided a duplicate key. Tenant will, upon the termination of its tenancy, return to Landlord all keys of offices, restrooms or other areas of the Building, and in the event of the loss of any keys so furnished, Tenant will pay to Landlord the cost thereof.
5. Landlord may retain a pass key to the Premises and be allowed admittance thereto at all times to enable its representatives to examine the Premises from time to time, subject to Tenant's reasonable security requirements. Landlord and its agents may enter the Premises at all reasonable hours for the purpose of making any repairs or additions which it or they deem necessary for the safety, preservation or improvement of the Premises or the Building and may take all material into the Premises to make such repairs or alterations without such entry or taking constituting an eviction of Tenant; and the Rent reserved will in no way abate while said repairs or alterations are being made. Prior to making entry, the Landlord shall make an effort to notify the Tenant so that a representative of the Tenant can be present during the Landlord's presence in the Premises. The Tenant shall provide the Landlord with emergency contact information for the purposes of making such notification prior to entry. If an emergency exists that requires the Landlord to enter the Premises and the Landlord is unable to contact the Tenant prior to entry, the Landlord may enter the Premises for the purposes of addressing the emergency, and shall notify the Tenant as soon as reasonably practical following the entry.

6. Tenant shall not cause unnecessary labor to be expended by Landlord or its agents by reason of Tenant's carelessness and indifference to the preservation of good order and cleanliness in the Premises and in the Building. In order to keep the Premises in good state of preservation and cleanliness, Tenant shall, throughout the Term, hire a janitorial service to clean the Premises.
7. Ice, drinking water, towels, shoe shining, maintenance and vending services may be obtained by Tenant only upon notice to Landlord, and only at hours and under regulations established by Landlord.
8. Nothing shall be thrown or allowed to drop by Tenant, its employees or visitors out of the windows or doors, or down the passages or skylights, of the Building. Tenant shall not sweep or throw, or permit to be swept or thrown from the Premises, any dirt or other substances into any of the Building's corridors, halls, elevators or stairways.
9. No electric current may be used by Tenant unless furnished or approved by Landlord, nor may electric or other wires be brought into the Premises except upon the prior written consent of Landlord. If Tenant desires additional telephone connections or the installation of any other electrical or other wiring, and Landlord consents thereto, Tenant's installers will introduce and run the wires as directed by Landlord. Without such directions, no placing, boring or cutting for wires will be permitted.

Landlord shall in all cases retain the right to require the placement and use of protective electrical devices to prevent the transmission of excessive currents of electricity into or through the Building, and to require the changing of wires and/or their placement or arrangement as Landlord may deem necessary. Landlord shall have the right to require compliance on the part of all using or seeking access to such wires with such safety rules as Landlord may reasonably establish relating thereto. In the event of non-compliance with such rules, Landlord shall have the right to immediately cut and prevent the use of such wires.

10. Tenant and its employees, agents and visitors may not at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance, except in strict compliance with all applicable laws and regulations.
11. Tenant and its employees, agents and visitors shall not go upon the roof of the Building without the prior written consent of Landlord.
12. Tenant shall not cause or permit any unusual or objectionable odors to permeate from the Premises. Smoking of any type, including but not limited to cigarettes, pipes and cigars, is not permitted in any area of the Building, including but not limited to the Premises, restrooms, halls, lobbies, vestibules and stairways.
13. Tenant shall have access to the halls, corridors, elevators and stairways in the Building and to the Premises twenty four hours per day, 365 days per year, provided, however, that access to the Building may be refused unless the person seeking admission is known to the watchperson in charge or has a pass or is properly identified. Landlord shall in no event be liable in damages for the admission or exclusion of any person from the Building. In case of invasion, mob riot, public excitement or other commotion, or in the event of an emergency, Landlord reserves the right to prevent access to the Building during continuance of the same by closing the Building doors or otherwise for the safety of the occupants and protection of property in the Building. However, in no event will Landlord interfere with the Tenant's exercise of its legitimate police powers.
14. Safes, and any heavy or non-standard office furniture, boxes or other bulky articles may be carried

into the Building only with the prior consent of Landlord, and then only by means as Landlord may direct. Landlord shall in all cases retain the right to prescribe the weight, proper position and support of such heavy furniture or safes. Any damage done to the Building in connection with the taking of a safe or other heavy article into or out of the Building or the Premises, from overloading a floor or in any manner will be paid for by Tenant.

15. Tenant shall not install or operate any boiler, machinery (excepting machinery customarily used in general offices) or stove in the Premises, or carry on any mechanical business therein, or do any cooking therein other than in a microwave oven, or use or allow to be used oil, burning fluids, camphene, kerosene or anything for illuminating the Premises other than incandescent, fluorescent or other electric lights. No article deemed hazardous because of fire or otherwise may be brought onto the Premises.
16. Tenant may not mark, paint, drill into or in any way deface any part of the Premises or the Building. Tenant may not lay tile, linoleum or other floor covering in direct contact with the floor of the Premises, without Landlord's prior written consent.
17. Tenant and its agents, employees and visitors may not disturb the occupants of the Building or any adjoining building or premises.
18. The Premises may not be used for manufacturing or for the storage or sale of property of any kind.
19. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate to prevent them.
20. All equipment of any electrical or mechanical nature will be placed by Tenant in the Premises in settings that will absorb or prevent any vibration, noise or annoyance.
21. No water cooler, air conditioning unit or system or other apparatus may be installed or used by Tenant in the Premises without the prior written consent of Landlord.
22. No hand trucks, except those equipped with rubber tires and side guards, may be used in the Building for the delivery or receipt of merchandise.
23. Landlord reserves the right to rescind any of these rules and to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, appropriate or desirable for the safety, care and cleanliness of the Premises or the Building, or for the preservation of good order therein. When so made and upon notice thereof to and acceptance by Tenant, any such other or further rules and regulations will be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.
24. Whenever Landlord's approval consent is required by these Rules and Regulations, such approval or consent shall not be unreasonably denied, conditioned or delayed.

[End of Rules and Regulations.]

EXHIBIT C – TENANT IMPROVEMENTS

This Exhibit C – Tenant Improvements is attached to and made a part of the Deed of Lease dated June 28, 2013 by and between SUMMERHILL DEVELOPMENT, L.L.C., a Virginia limited liability company (“Landlord”), and the COUNTY OF HENRICO, VIRGINIA (“Tenant”). The terms used in this Exhibit C that are defined in the Lease shall have the same meanings as provided in the Lease.

1. Tenant Improvements; Improvement Allowance. Landlord, using building standard materials, shall at its expense perform the work described on Exhibit C-1 attached hereto and incorporated herein (the “Tenant Improvements”), in accordance with the Approved Plans as defined below. Landlord shall serve as the construction manager for the construction of the Tenant Improvements. Neither Tenant nor its employees, agents, contractors, or invitees shall interfere with or impede the performance of the Tenant Improvements. Landlord and its agents, employees, and contractors shall be entitled at all times upon advance notice to Tenant to enter the Premises to perform the Tenant Improvements. Landlord shall use reasonable efforts to minimize the disruption of Tenant’s operations. However, Tenant acknowledges that disruption and inconvenience will occur during performance of the Tenant Improvements, and no such activities shall be deemed a default by Landlord or constructive eviction of Tenant or entitle Tenant to an abatement or reduction in Rent as long as the work is complete within 120 days after execution of the Lease, subject to Force Majeure.

2. Approvals by Landlord and Tenant. The plans and specifications for the Tenant Improvements, as approved by Landlord and Tenant, shall be called the “Approved Plans.” The Approved Plans shall be conclusive as to the entire scope of the Tenant Improvements. To the extent any portion of the Approved Plans originated from Tenant or any consultant engaged by Tenant, Tenant shall be solely responsible for ensuring that such portion of the Approved Plans is in compliance with all applicable laws, rules and regulations of any governmental entity having jurisdiction over the Building and the Premises. To the extent any portion of the Approved Plans originated from Landlord or any consultant engaged by Landlord, Landlord shall be solely responsible for ensuring that such portion of the Approved Plans is in compliance with all applicable laws, rules and regulations of any governmental entity having jurisdiction over the Building and the Premises.

3. Change Orders. If Tenant requests any material change or material addition to the Tenant Improvements after Tenant’s and Landlord’s approval of the Approved Plans, Tenant shall submit with such request revised Approved Plans for Landlord’s approval. Landlord shall promptly respond to Tenant’s request for consent. If Landlord approves such a request, Landlord shall notify Tenant of the cost of such change order and the delay in substantial completion of the Tenant Improvements, if any, due to the change order. All additional expenses attributable to any change order requested by Tenant and approved by Landlord shall be payable by Tenant upon approval by Tenant of the change order cost and/or delay, if any. In the event that Landlord is required by governmental authority to make any unforeseeable changes or additions to the work or materials to be provided by Landlord pursuant to this Exhibit C, Landlord agrees to notify Tenant of such required unforeseeable changes and all additional expenses attributable to any such required change order shall be payable by Tenant. Any delay in substantial completion of the Tenant Improvements resulting from any change order requested by Tenant shall be deemed a Tenant Delay.

4. Substantial Completion. Landlord shall use commercially reasonable efforts to complete the Tenant Improvements within one hundred twenty (120) days after execution of the Lease, subject to Tenant Delays and Force Majeure. The Tenant Improvements shall be considered substantially complete even though there remain to be completed punch list items, including, but not limited to, minor or insubstantial details of construction, decoration or mechanical adjustment, the lack of completion of which will not materially interfere with Tenant’s permitted and intended use of the Premises. As used herein,

“Tenant Delay” shall mean any act, event, circumstance, or condition caused or created by Tenant or its employees, agents, contractors, and/or invitees that interferes with the construction of the Tenant Improvements. Tenant Delays include, without limitation: (i) Tenant's request for material changes or significant additions to the Tenant Improvements or to the Approved Plans subsequent to the date of Tenant and Landlord's initial approval of such Approved Plans; (ii) the failure of any equipment, materials or other items that are provided by Tenant (or its contractors, vendors, agents or employees) and installed by Landlord to be delivered to Landlord in the time necessary for their use or installation or the failure of any such equipment, materials or other items to comply with all required specification; (iii) any delay in obtaining any required permits or approvals with respect to the Tenant Improvements resulting from any act or omission of Tenant, or any agent, employee, vendor or contractor of Tenant (excluding the performance of Tenant's governmental powers); (iv) Tenant's request for materials, finishes or installations which are not available as needed to meet the general contractor's schedule for substantial completion, and (v) any default under the Lease (including, without limitation, any provisions of this Exhibit C).

END OF EXHIBIT C - TENANT IMPROVEMENTS.

EXHIBIT C-1 – SPECIFICATIONS FOR TENANT IMPROVEMENTS

[Attach agreed-upon specifications.]

EXHIBIT C-1
Tenant Improvements
Page 1 of 4

Lease between County of Henrico and Summerhill Development, LLC
Summary of Tenant Improvement Costs

GC Bid - Carey Construction services	108,561
Electrical Design & Follow-up	6,000
Misc Plans & Permits	4,000
Contingency	10,000

Total	128,561
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CAREY CONSTRUCTION SERVICES, LLC

NATIONAL INTERIORS

April 12, 2012 - Revised 4/13/12 - Revised 5/3/12 - Revised 3/12/13

Empire Development
Attn: Hugh Tierney
PO Box 662
Virginia Beach, VA 23451

Re: Henrico Police Department
Woodland Center

Carey Construction Services, LLC recommends a budget of \$108,561.00 (One Hundred Eight Thousand Five Hundred Sixty-One Dollars and 00/100) and below is the current scope.

Garage:

- 3 button overhead door controller for two 14'X18' overhead doors by Wayne Dalton Corp
- 1 ice maker (Hoshizaki model #KM-515 MAH) with 500 LB storage - power, water, drain & generator circuit
- 4 each 120V pull down overhead cords
 - 50' cord length
 - Cord retractable to 8' AFF
 - Generator circuit
- Deck 22' AFF
- Generator transfer switch
- Generator & gear by Kohler

Generator Pad:

- Existing island 122" w X 14' long
 - Pour pad as designed
 - Fill in rest of area with concrete to curb line. At storm pitch - slope to ditch.
 - 3 additional bollards 8"
- Gas line to generator 16' - 2"
- Gas meter #13039 668
- Alternate add for 80KW (45,830 - 34,201) add \$12,617.50

Interior Upgrades:

- Men's locker room #108
 - New ADA shower stall or ceramic showers
 - New regular shower stall
 - Slope concrete to drain
 - ADA marble threshold
 - Exhaust fan in front of showers
 - Paint or FRP balance of room
- Floor
 - New VCT from shower to handicap toilet
- Plumbing
 - Add waterless urinal

CAREY CONSTRUCTION SERVICES, LLC

NATIONAL INTERIORS

- Replace toilet to pressure assisted
- Locker
 - Add return air grill at door & move supply towards lockers
 - Add 2nd supply

Men's Room 103:

- New VCT over laid on existing
- Vinyl transition at door
- New vinyl base
- Raise 1 urinal - add FRP back splash to avoid drywall & paint

General Areas Throughout:

- Replace 3'0" X 7'0" HM door slab & add panic hardware with key rim cylinder
- Painting (room 114, 115 & hallway/corridor)
 - All O.S.C. in painted area to receive new corner guards
- VCT
 - Men's locker room - partial
 - Men's restroom - full room
- Carpet (room 102, 105 & 129)
- Carpet tile in room 114
- Flooring by tenant in 107 & 109
- Carpet 1= 28 oz textured loop
- Carpet 2 = carpet squares accountable 22

Drywall:

- Point up paint areas
- Patch & repair & 2 urinals
- Green board for 2 shower locations

Interior Electrical:

- Unit prices for data & power 6 - 20 locations
- Cooling outlets - 3 each
- 1 bath exhaust fan
- 4 drop cords from ceiling
- 4 additional garage circuits
- 3 data cables
- Alternate add unit heater wiring to MPD from panel AC add \$1,840.00

Mechanical:

- Allowed for 5 14,000 BTU SPT self-evaporating cooler
- 1 bath exhaust
- 5 holes with dryvent cap & some type of architectural cover on inside - 7' AFF

Interior Plumbing:

- New urinal - waterless
- 3 new pressure assisted toilets

CAREY CONSTRUCTION SERVICES, LLC

NATIONAL INTERIORS

- New showers - 2 each
- ½" water, back flow & filter installed for ice
- Indirect waste for ice
- Possible condensation piping for spot coolers

Unit Prices/Alternate Adds:

- Cut in box & pull string: \$65.00 each
- CATV pulled from phone room to location with 2 terminations each side \$150.00 each
- Replace light switch with occupancy sensor (\$62.00 each)
- Jet clean main sewer line from men's locker room to 5' outside (240/LF) - TBD
- 5 year generator maintenance agreement with Commonwealth Electric \$4,400.00
- Alternate #1 - unit heater wiring to HPD add \$1,840.00
- Delete waterless urinal & install regular deduct (\$300.00)
- Delete safety sensors on overhead door deduct (\$929.00)
- Room 123 & 124 - add dimmers add \$650.00

Henrico County Police

LOCATION: Woodland Center

	Revised
SUBMITTALS	0.00
GENERAL CONDITIONS	7,695.00
DEMOLITION & FURNITURE MOVING	5,895.00
CONCRETE-SHOWER	750.00
GENERATOR PAD AND BOLLARDS	4,338.00
ROOFING	0.00
500 lb ICE MAKER & FILTER-MATERIAL	3,574.00
CARPENTRY/DOORS/HARDWARE	1,091.08
CARPENTRY LABOR	430.00
DRYWALL	1,791.00
SHOWERS FINISHES	3,952.00
3 BUTTON GARAGE DOOR OPENERS	3,803.00
FLOOR FINISHES	5,701.29
PAINTING	4,560.00
PLUMBING	7,204.00
HVAC	6,136.00
GENERATOR BY KOHLER	36,851.00
ELECTRICAL	6,285.00
	=
	100,056.37
OVERHEAD	8,504.79
	=
	108,561.16
	\$13.92

EXHIBIT D – FORM OF MEMORANDUM OF LEASE

Prepared by: _____

Return to: _____

Tax Map or GPIN: _____

Title insurance provided by: _____

{Insert recordation tax exemption language if applicable under Va. Code 58.1-801 et seq.}

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, made this ____ day of _____, 20____, by and between **SUMMERHILL DEVELOPMENT, L.L.C.**, a Virginia limited liability company, whose current mailing address is _____, Landlord, (to be indexed as “Grantor”), and **COUNTY OF HENRICO**, a political subdivision of the Commonwealth of Virginia, whose current mailing address is _____, Tenant, (to be indexed as “Grantee”).

WITNESSETH:

WHEREAS, Summerhill Development, L.L.C. is the current Landlord, having acquired title to the property on which the Premises are located by deed from _____, dated _____, and recorded in the Clerk’s Office of the Circuit Court of _____ in Deed Book ____ at Page _____.

NOW, THEREFORE, pursuant to that certain Deed of Lease by and between Summerhill Development, L.L.C., as Landlord, and the County of Henrico, as Tenant, dated _____, 2013 (the “Lease”), Landlord has leased to Tenant and Tenant’s successors and permitted assigns the Premises located in the County of Henrico, Virginia and described on Exhibit A attached hereto (the “Premises”);

- (1) The term of said Lease is _____ years beginning _____, 2013, and ending _____, 20____.

- (2) Such Lease includes two (2) consecutive renewal options of five (5) years each.
- (3) This Memorandum is not intended to modify the Lease. To the extent any terms of this Memorandum are inconsistent with the terms of the Lease, the terms of the Lease shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

LANDLORD: SUMMERHILL DEVELOPMENT, L.L.C.,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, hereby certify that _____, as _____ of Summerhill Development, L.L.C., a Virginia limited liability company, whose name as such is signed to the foregoing writing, has acknowledged the same before me in the City/County and State aforesaid. The person is ___ personally known to me, or ___ I examined the following type of identification: _____.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires _____

TENANT: COUNTY OF HENRICO,
a political subdivision of the
Commonwealth of Virginia

By: _____
Name: _____
Title: _____

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, hereby
certify that _____, as _____ of the County of Henrico, a political
subdivision of the Commonwealth of Virginia, whose name as such is signed to the foregoing writing, has
acknowledged the same before me in the County and State aforesaid. The person is ___ personally known to me, or
___ I examined the following type of identification: _____.

Given under my hand and notarial seal this _____ day of _____, 20 _____.

Notary Public

My commission expires _____

EXHIBIT A
TO
MEMORANDUM OF LEASE

[Insert description of Premises.]

EXHIBIT E – PARK COVENANTS

[See attached.]

4811-2988-8531, v. 1

SUPPLEMENTAL INFORMATION TO THE NON-PROPRIETARY INFORMATION CONTAINED
IN THE UNSOLICED PPEA PROPOSAL TO BUILD OWN & LEASE / SELL A 10,000 SQUARE
FOOT BUILDING TO THE HENRICO POLICE DEPARTMENT DATED JANUARY 10, 2014.

Crossing Public Utilities: (Plan attached)

- a. Gas – Gas lines have been placed on the plan as provided by Richmond City. The line in Villa Park Drive appears to be in the same trench as the 16" waterline shown, which is common in Henrico. There also appears to be a "proposed" 12" line running through the middle of Villa Park Dr., which we are unsure of the purpose for.
- b. Sanitary – 8" Sanitary sewer is shown in the back of the property inside of a County easement. The C.S.B. stationing is shown. This should be adequate to serve your site demand.
- c. Water – 16" waterline runs along Villa Park fronting our property, with a 12" D.I. stubbed in. This should handle the flow required for your site. A fire hydrant or 2 will need to be added somewhere in the site for fire protection.
- d. Storm – There is currently no resource for Henrico to locate stormwater pipes without a survey, but it looks like there are currently no inlets along your site's frontage that currently contribute to any stormwater system, so there are most likely no storm pipes running through the site. As stated above, there is a small stream in the rear of the property that will most likely be used as the stormwater outfall unless other storm structures are found.
- e. Electric – We made request through DVP last week for locations of UGE and OHE lines, but have not heard back from them. This usually takes a few weeks' time to get something back from them.

Clarification of Roles of Summerhill Development and Empire Development:

Summerhill Development is an entity wholly owned by C. Denton Baker. This entity provided the initial \$25,000 deposit as a matter of convenience. Summerhill Development will have no role in the proposed project.

Empire Development will be the Owner's Representative for the project and serve as Owner's primary contact. As Owner's representative, Empire will provide Coordination services between the Owner's team and the owner and the client (Henrico County) and the owner.

RVA Construction, Prime / General Contractor Role

RVA Construction is the Prime / General Contractor for all five projects listed in Section 3.4 – Current Projects.

EIN: HPDC Partners, LLC: 46-4629983

33076

SOVRAN FINANCIAL CORPORATION
VILLA PARK

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DECLARATION OF
PROTECTIVE COVENANTS

THIS DECLARATION is made as of the 10th day of
SEPTEMBER, 1987, by SOVRAN FINANCIAL CORPORATION, a Virginia
corporation (hereinafter referred to as "Declarant").

ARTICLE I

RECITALS

1.01 Ownership. Declarant is the owner of certain
real property consisting of 165.83 acres located in the County of
Henrico, State of Virginia, which real property is described in
Exhibit "A" attached hereto and by this reference made a part
hereof (hereinafter sometimes referred to as the "Property"). As
used herein "Villa Park" shall be deemed to mean the Property.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Covenants. Declarant hereby
declares that the Property shall hereafter be held, transferred,
sold, leased, conveyed, financed, mortgaged and occupied subject
to the covenants herein set forth, each and all of which is and
are for, and shall inure to the benefit of and pass with, each

and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representatives, assignees and successors in interest of any Owner (as hereinafter defined) thereof; provided, however, that any and all rights, powers and reservations including but not limited to those relating to issuances of approval, enforcement, curing of defaults and rights of regulation of Declarant according to this Declaration are personal to Declarant in its corporate capacity and may be transferred to its successors and assigns as contemplated in Section 7.03 hereof which taker may or may not own land in Villa Park.

2.02 Purpose of Covenants. The general purpose of this Declaration is to insure that the Property will be developed, improved and used in such a manner that:

- (a) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;
- (b) Land uses and functions therein will be compatible and complimentary; and
- (c) Future owners of land and ground leasehold estates in land therein will be protected against any use of other land or ground leasehold estates in land located in Villa Park which might unreasonably depreciate or detract from the value and use of their land or ground leasehold estates therein.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving the Property as a high-quality office and mixed use commercial center as permitted by applicable zoning classifications and these Protective Covenants.

2.03 Definitions.

(a) Association. "Association" shall mean the Owners Association created pursuant to Article VIII of these Protective Covenants.

(b) Common Area. "Common Area" shall mean any land or easement owned by the Association or designated by Declarant for the use of all Owners (as hereinafter defined) of Sites (as hereinafter defined) in Villa Park.

(c) Declarant - "Declarant" shall mean the undersigned, its successors and assigns.

(d) Improvements - "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, roads, berms, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities, loading areas and all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Site (as hereinafter defined).

(e) Occupant - "Occupant" shall mean any person, corporation, partnership, or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Site (as hereinafter defined) or part thereof.

(f) Owner - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Site (as hereinafter defined) or portion thereof if developed under any form of common ownership, but excluding those holding such interest merely as security for the performance of an obligation; provided, however, that any such fee owner may delegate to a ground lessee of its Site (as hereinafter defined) all of its rights and obligations under this Declaration for the term of such ground lease and for purposes hereof upon such delegation such ground lessee will be deemed the Owner during the term of such ground lease.

(g) Property - "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

(h) Site - "Site" shall mean all contiguous land or ground leasehold estate of an Owner in Villa Park (which shall include all of any parcel subjected to common use or common ownership by more than one person or entity), but shall not include any Street Right-of-Way or other part of the Property at any time owned by Declarant or any governmental entity for roads

or other facilities related to development of the Property including easements.

(i) Street Right-of-Way - "Street Right-of-Way" shall mean any right-of-way owned and designated as same by Declarant and any right-of-way dedicated for use as a public road. All rights-of-way within Villa Park shall be private unless an express dedication is made by Declarant to the County of Henrico or such other appropriate governmental authority.

ARTICLE III

PERMITTED AND PROHIBITED USES

3.01 Permitted Uses. The Property is to be used solely for high-quality general office, office-warehouse, light industrial, service and retail commercial uses as permitted by applicable zoning classifications, and such other uses which are, in the sole and absolute opinion of the Declarant, harmonious with the intent of these Protective Covenants. Notwithstanding the above, all such uses permitted will be subject to the zoning ordinances of the County of Henrico or other governmental entity having jurisdiction over the Property.

3.02 Prohibited Uses. No operations or use shall be permitted or maintained which is dangerous or unsafe or which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent property:

(a) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;

(b) Smoke;

(c) Noxious, toxic, or corrosive fumes or gasses;

(d) Obnoxious odors;

(e) Dust, dirt or fly ash;

(f) Unusual fire or explosive hazards;

(g) Vibration;

(h) Violations of applicable laws, ordinances and regulations;

(i) Any other activity which creates a nuisance, is noxious or offensive or is not consistent with the intent of these Protective Covenants.

3.03 Subdivision. Except as provided for in the deed or lease from Declarant to the Owner, no Site shall be subdivided, and no dedication of any part of a Site for a public road shall be made and no private right-of-way shall be granted, without the prior written consent of Declarant. The portions of any Site that are so subdivided shall each be deemed a Site according to this Declaration effective upon the date of such subdivision.

3.04 Site Maintenance.

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(a) Vacant Site. The Owner of each Site or part thereof shall, after acquisition and before commencement of construction, keep the Site free of weeds and underbrush and shall have grassed areas mowed regularly so that it will at all times present a neat and attractive appearance.

(b) Improved Site. The Owner of each Site or part thereof shall, during and after completion of construction, at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations and shall remove at his or its own expense any rubbish of any character whatsoever which may accumulate on his or its Site or part thereof. Where the property line of any Site or part thereof abuts a Street Right-of-Way or Common Area, the obligations imposed hereunder shall extend to the edge of the street pavement or the edge of the Common Area, as the case may be.

(c) Failure to Comply. In the event any Owner fails to comply with any or all of the aforesaid requirements, as reasonably determined by Declarant, or the Association, as the case may be, within ten (10) business days after written notice thereof, the Declarant or the Association shall have the right, privilege and license (but not the duty or obligation) to enter

upon the Site and make any and all corrections or improvements that may be reasonably necessary to meet such requirements, all at the sole cost and reasonable expense of such Owner. If any such cost or expense is not paid within ten (10) days after such Owner is notified of the completion of such corrections or improvements, Declarant may file and record a notice of lien in the Clerk's Office of the Circuit Court of Henrico County, Virginia thereby effecting a lien upon the Site which lien will be enforceable as provided in Section 8.08.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.01 Minimum Standards.

Because the size and topography of each Site is different, set-back lines from front, sideyard and rear lot lines, the number and layout of Improvements, the location and amount of parking, landscaping, the shape and size of the Site, the aesthetics and such other considerations as are deemed relevant by Declarant, subject to applicable law, shall be subject to approval by Declarant in its sole and absolute discretion for each Site prior to beginning construction and development of any Improvements on any Site.

4.02 Completion of Construction. After commencement

of construction of any Improvements in accordance with the provisions of Article V hereof, the work thereon shall be diligently and continuously prosecuted, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any Improvement occurs, the Owner of each Site will diligently and continuously prosecute the completion of such Improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, or reasonable substitute therefor, acts of God, governmental restrictions or other reasons beyond the control of the Owner this prohibition shall not apply so long as the Owner notifies Declarant of the reason for the discontinuance, the steps being taken to correct the reason for discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every ten (10) days. The Owner of each site, or part thereof, shall at all times keep contiguous public and private streets and rights of way free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements. Should the Owner of any Site fail to comply with the provisions

of this Section 4.02, the Declarant shall have all rights of enforcement provided in Article VI herein and the rights set forth in Section 3.04(c) and shall in addition have the right to obtain money damages for injuries suffered due to such failure.

4.03 Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement or landscaping; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.04 hereof.

4.04 Landscaping.

(a) Every Site shall be landscaped according to plans approved as specified herein and by the County of Henrico according to applicable ordinances and regulations and maintained thereafter in a sightly and well kept condition. Once landscaping plans have been approved by Declarant, no changes thereto or in any landscaping of the Site shall be made without the prior written consent of Declarant.

(b) The Owner of each Site or part thereof shall landscape and maintain all area between the property lines and the buildings, and where such property lines abut a Street Right-of-Way, landscaping shall be maintained to the edge of the pavement, or as close thereto as is permitted by the governmental authority or Declarant owning and/or maintaining it. The area

between paved streets and any setback lines shall be used exclusively for landscaping, except for walks and driveways bisecting the required landscape area, except for permitted parking areas and except as otherwise provided for herein.

(c) Except as otherwise provided for in landscaping plans approved by Declarant, landscaping as approved by Declarant shall be installed within the periods required by the County of Henrico according to applicable ordinances and regulations.

(d) The Owner of every Site or part thereof shall at all times maintain the required landscaping in a sightly and well kept condition, including without limitation such replanting and replacement as is from time to time required. The Owner will provide hose bibs, underground lawn irrigation systems or other appropriate facilities acceptable to Declarant in the vicinity of the landscaped areas in order to facilitate their maintenance.

(e) Should the Owner of any Site or part thereof fail to remedy any deficiency in the maintenance of the landscaping within twenty (20) days after written notice thereof Declarant hereby expressly reserves the right, privilege and license to go on the Site for the purpose of performing, and to perform, any maintenance, to make any reasonable improvements and/or to take any corrective action, in landscape maintenance, as Declarant, in its reasonable discretion, shall deem to be

required under this agreement, all at the expense of the Owner, and if such cost is not paid Declarant within twenty (20) days after written notice to the Owner of the amount, Declarant may file and record a notice of lien in the Clerk's Office of the Circuit Court of Henrico County, Virginia thereby effecting a lien upon the Site which lien will be enforceable as provided in Section 8.08.

4.05 Signs. Plans and specifications for the construction, installation or alteration of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Declarant in accordance with Article V hereof. Except as provided for in the approved sign plans and specifications, no flags, flagpoles, streamers, window copy or pendants shall be used, erected or placed on the Site. No sign of any type shall be placed on the roof of any Improvement constructed on the Site without the prior written consent of Declarant in its sole and absolute discretion.

4.06 Parking Areas.

(a) Adequate offstreet parking in accordance with applicable zoning ordinances and the approved plans and specifications shall be provided by the Owner of each Site or part thereof to accommodate all parking needs for his or its employees, visitors, and company vehicles. The intent of this provision is to eliminate the need for any onstreet parking. If

parking requirements increase as a result of a change in use or number of employees, visitors and/or company vehicles, additional offstreet parking shall be provided by the Owner to satisfy the intent and requirements hereof, provided, however, that such additional parking shall not, as determined by Declarant, conflict with the approved landscape plan for the Site or any other provision of these Protective Covenants.

(b) All driveways and parking areas shall be paved, with a hard dust-free surface.

4.07 Storage and Loading Areas.

(a) Except during the construction of improvements, no materials, supplies or equipment shall be stored in any area except inside an approved and enclosed building.

(b) Loading docks, if any, shall be located in screened courtyards and, shall in all cases be screened to minimize the exposure from adjacent streets, and the location and plans therefor shall be subject to the prior written approval of Declarant.

4.08 Specific Prohibitions. Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) Temporary Improvements - No temporary buildings or other improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted

on the Property. Temporary improvements used solely in connection with the construction of permanent approved Improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

(b) Antennas - No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Site outside any building, whether attached to an Improvement or otherwise, without the prior written approval of the Declarant.

(c) Service Lines - No "service lines" shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved Improvements, except that electrical transformers may be permitted if properly screened and approved by the Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved Improvements, nor the installation of approved permanent outdoor safety light poles. As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and television signals on any Site or part thereof.

(d) Service Screening and Storage Areas - Garbage and refuse containers shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

(e) Streets, Drives, Curbs and Walks - Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the Declarant.

(f) Storage Tanks - No storage tanks, including, but not limited to, those used for storage of water or propane gas, shall be permitted on the Property unless approved by the Declarant in writing.

(g) Mail Boxes - No mail boxes shall be permitted on the Property except as approved by the Declarant in writing.

(h) Air Conditioning Equipment - Except as provided for in the approved plans and specifications, no air conditioning equipment which is visible on the exterior of any improvements shall be permitted on the Property.

(i) Fences - No fence will be erected unless first approved in writing by Declarant, who will consider, among other things, the height, location and its materials, in order to

insure its compatibility with the overall development of the Property.

(j) Exterior Materials and Colors - Finish building materials shall be applied to the exterior of all sides of a building. Exterior colors shall be harmonious and compatible with colors of natural surroundings and other adjacent buildings. Declarant shall have the sole right to approve or disapprove such materials and colors.

(k) Repair of Buildings - No building or other Improvement shall be permitted to fall into disrepair. Subject to the provisions of Section 5.02 hereof, each Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Should the Owner or Occupant of any Site or part thereof fail to remedy any deficiency in the repair and maintenance of any building or other Improvement as provided above, within thirty (30) days after written notice thereof, Declarant hereby expressly reserves the right, privilege and license to make any and all reasonable repairs, etc. at the expense of the Owner. If such cost is not paid within ten (10) days after written notice to the Owner of the amount, Declarant may file and record a notice of lien in the Clerk's Office of the Circuit Court of Henrico County, Virginia thereby effecting a lien upon the Site which lien will be enforceable as provided in Section 8.08.

(1) Paging and Music Systems - Except as approved by Declarant, no outdoor paging or music systems shall be used on any Site or in conjunction with any enterprise conducted on any Site and no outdoor promotional activities shall be permitted to take place on any Site or in conjunction with any permitted use of any Site.

ARTICLE V

APPROVAL OF PLANS AND COMMENCEMENT OF CONSTRUCTION

5.01 Plans. Before commencing the construction or alteration of all initial or any subsequent buildings, enclosures, fences, loading docks, parking facilities, storage yards, signs, storage tanks, landscaping or any other structures or any other Improvements on or to any Site or part thereof, the Owner of every such Site or part thereof shall first submit preliminary and final plans (including landscape plans) and specifications, all in duplicate, to the Declarant for its written approval, as hereinafter provided. One such copy of said plans, specifications, and landscape plans, both preliminary and final, will become the sole property of the Declarant.

5.02 Approval Procedures and Requirements. (a) No initial or any subsequent Improvement shall be constructed, erected, placed or altered on any Site or part thereof until

preliminary and final plans and specifications showing, among other things, site plan including topography and drainage analysis, location and expansion of any buildings, parking layout, driveways and related berming and landscaping, building elevation drawings, exterior building materials and appearance, landscape plans including irrigation, site and exterior building lighting, exterior signage, ingress and egress design, curbing including curb cuts and gutters, all utilities and storm water retention facilities, creek piping, traffic flow, such other matters contemplated by Section 4.01 and such other items as may from time to time be established by Declarant shall have been submitted to and approved in writing by Declarant which approval will be in Declarant's sole and absolute discretion.

(b) The procedure for obtaining approvals shall be as follows:

(1) The Owner of each Site will submit the preliminary plans and specifications described in Section 5.01 for the initial Improvements to be constructed on the Site (which Improvements will in all events include the main building to be constructed on the Site) to Declarant. Not later than thirty (30) business days after the date Declarant receives all such preliminary plans and specifications, the Declarant will give the Owner written notice of approval or disapproval. If the submitted preliminary plans and specifications provided to

Declarant are not complete, as expressed in a written notice to the Owner not later than fifteen (15) business days from receipt thereof specifying the omissions, the thirty (30) business day period for approval or disapproval shall not commence until Declarant receives a complete set of preliminary plans and specifications.

(2) After approval by Declarant of the preliminary plans and specifications, the Owner may submit final plans which conform with the approved preliminary plans and specifications. Not later than thirty (30) business days after the date Declarant receives all such final plans and specifications, Declarant will give the Owner written notice of approval or disapproval. If the final plans and specifications provided to Declarant are not complete, as expressed in a written notice to the Owner not later than fifteen (15) business days from receipt thereof specifying the omissions, the thirty (30) business day period for approval or disapproval shall not commence until Declarant receives a complete set of final plans and specifications. If the final plans and specifications are not approved, Declarant shall set forth in writing the reasons for disapproval. No modifications to the final plans and specifications are permissible unless approved by Declarant, following the procedures described in (1) and (2) of this subparagraph (b) of Section 5.02. All Improvements shall be

completed substantially in compliance with the final plans and specifications, together with any modifications, as approved by Declarant.

All such plans and specifications shall be submitted in writing over the signature of the Owner of the Site or part thereof, or his or its authorized agent, and shall be accompanied by the request of such Owner or agent specifying for which part of such plans and specifications approval is sought. Nothing herein shall be construed to require the submission of plans for the alteration of the interior of an existing building, or the approval thereof, unless any planned interior alteration will substantially change the primary use of the Improvements.

(c) Nothing contained in this Declaration shall prohibit the reconstruction of Improvements on the Site, in the event the existing Improvements are destroyed by fire or other such hazard; provided, however, that the covenants and conditions contained herein including, but not limited to, Declarant's approval requirements shall continue to apply to the Site and any reconstruction of Improvements shall be performed in accordance with the terms hereof. In the event any Improvements are destroyed or damaged either in whole or in part, the Owner of the Site on which such damage or destruction occurs shall repair (including any applicable rebuilding) such Improvements within a reasonable period of time thereafter subject in all events to the

terms and conditions of these Protective Covenants; provided, ^{BOOK 2098 PAGE 593}
however, that if any such Improvement is totally damaged or
destroyed and the Owner does not desire to so repair and rebuild
such Improvements, then such damaged or destroyed Improvements
shall be immediately and completely razed, dismantled and removed
completely from the Site, the Site shall be completely cleared of
any and all debris and the Site shall then be landscaped by the
Owner pursuant to plans therefor submitted in duplicate to and
approved by Declarant as contemplated herein. For purposes of
this Declaration, total damage or destruction shall mean that the
Improvement is damaged or destroyed to such an extent that the
Owner in the reasonable exercise of his or its judgment can no
longer use or occupy such Improvement for its intended purpose.
Should the Owner of any Site who does not desire to so repair
such totally damaged or destroyed Improvements fail to so
dismantle, raze, remove, clear or landscape as provided above,
within thirty (30) days after written notice thereof, Declarant
hereby expressly reserves the right, privilege and license to do
the same at the expense of the Owner. If such cost is not paid
within ten (10) days after written notice to the Owner of the
amount, Declarant may file and record a notice of lien in the
Clerk's Office of the Circuit Court of Henrico County, Virginia
thereby effecting a lien upon the Site which lien will be
enforceable as provided in Section 8.08.

5.03 Review Standards. Approval shall be based, among other things, on adequacy of Site dimensions; storm drainage consideration; conformity and harmony of external design with neighboring structures, Improvements, operations and uses; relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites; proper facing of main elevation with respect to nearby streets; general guidelines as established by Declarant from time to time; requirements of applicable law; and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants.

5.04 Time for Approval. If Declarant fails either to approve or to disapprove either preliminary or final plans and specifications within thirty (30) business days after Declarant has actually received such plans and specifications, such plans and specifications (preliminary or final, as the case may be) shall be deemed approved by Declarant.

5.05 Disapproval. Whenever Declarant disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval.

5.06 Period Approval Effective. Approval granted by Declarant shall be effective for a period of one year from the date the approval is given in writing to the Owner by Declarant,

or one year from the expiration of the thirty (30) day period specified in Section 5.04 hereof where approval is not expressly granted or denied. If construction has not commenced within the one year period, the approval shall be deemed expired, and no construction shall thereafter commence without a written renewal of such prior approval.

5.07 Limitation of Declarant's Liability. Neither Declarant or its successors or assigns shall be liable in damages to anyone submitting plans and specifications to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization who submits plans and specifications to Declarant for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any of the Property agrees by acquiring title thereto or an interest therein, that he or it will not bring any action, proceeding or suit against Declarant to recover any such damages. Declarant's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given by Declarant pursuant hereto or otherwise, is given solely to protect the aesthetics of Villa Park and shall not be deemed a

warranty, representation or covenant that such buildings, landscaping or other Improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, and by taking title to or leasing any part of Declarant's property the Owner and/or Occupant, for themselves and their heirs, successors and assigns, do hereby expressly release and relieve Declarant of any and all liability in connection with such approvals or consents as made by Declarant.

ARTICLE VI

ENFORCEMENT

6.01 Reciprocal Rights; Covenants Run With Land.

Except as otherwise specifically provided for herein, all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Site or part thereof in favor of every other Site or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Sites and privity of contract and estate between all grantees and lessees of said Site or parts thereof, their heirs, successors and assigns; and shall as to the Owner of each Site, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Sites or parts thereof.

6.02 Attorney's Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing parties, in such amount as may be fixed by the court in such proceeding. Such fees upon appropriate docketing of a judgment to such effect shall become a lien against the Site (if any) of the losing party and be enforceable as provided in Section 8.08. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 Inspection. Declarant may from time to time at any reasonable hour or hours and upon prior reasonable notice to the Owner, enter upon and inspect any Property or Improvements subject to these Protective Covenants to ascertain compliance therewith.

6.04 Declarant's Right to Cure Violations. In the event any Owner or Occupant of a Site or part thereof violates any of the provisions hereof and fails to cure same within thirty (30) days (or such shorter time as may be provided elsewhere herein as to specific matters) after the receipt of written notice from Declarant or the Association (as hereinafter defined) to do so, then Declarant hereby expressly reserves for itself and the Association (as hereinafter defined) jointly and severally the right, privilege and license to enter upon the Site and take

any action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner. If the cost of so doing is not paid within ten (10) days after written notice to the Owner of the amount, Declarant may file and record a notice of lien in the Clerk's Office of the Circuit Court of Henrico County, Virginia thereby effecting a lien upon the Site which lien will be enforceable as provided in Section 8.08. In addition, Declarant or the Association (as hereinafter defined) may pursue any other legal or equitable remedies available to it to enforce the covenants and restrictions set forth herein.

6.05 By Whom Enforceable. These covenants may be enforced by the Declarant, any Owner, or the Association after it is organized but none of them shall have any obligation to do so nor be liable to any one in the event of their failure so to do.

6.06 Specific Enforcement. All provisions of these covenants shall be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them as herein provided.

6.07 Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any Owner of any of the Property or the Association after it is organized to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of these Protective Covenants.

ARTICLE VII

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TERM, MODIFICATION AND ASSIGNMENT
OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of twenty (20) years from the date of recordation hereof, after which it shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by vote of fifty-one percent (51%) of the Owners in Villa Park (said vote to be taken and voting rights determined as provided for in Section 7.02 subject to the approval rights of Declarant as also set forth in Section 7.02), terminating completely this Declaration, has been recorded. Notwithstanding the foregoing, for so long as protective covenants are required by the zoning classification then applicable to the Property, this Declaration may not be terminated unless such termination is approved in writing by the Henrico County Attorney.

7.02 Modification. This Declaration, or any provision hereof, may be extended, modified or amended (but not terminated completely except as provided for in Section 7.01), as to the whole of the Property or any portion thereof, with the written consent of the Owners of fifty-one percent (51%) of the Property subject to these restrictions, based on the number of square feet

of land owned as compared to the total number of square feet of land subject to these restrictions; provided, however, that so long as Declarant or its assignee under Section 7.03 (i) owns at least twenty percent (20%) of the Property no such extension, modification or amendment shall be effective without the written approval of Declarant. No such extension, modification or amendment shall be effective until approved by the Henrico County Attorney for compliance with the requirements of the applicable provisions of the Henrico County zoning ordinance and a proper instrument in writing has been executed, acknowledged and recorded in the Office of the Clerk of the Circuit Court of Henrico County, Virginia.

7.03 Assignment of Declarant's Rights and Duties. Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation, partnership or organization which will assume the position of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, partnership or organization's evidencing its consent in writing to accept such assignment and assume such position, he or it shall, to the extent of such assignment, have the same rights and powers as are reserved herein by Declarant and be subject to the same obligations, if any, which then exist by reason of these Protective Covenants.

ARTICLE VIII

OWNERS ASSOCIATION

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8.01 Creation. The Declarant may, at such time as it deems appropriate, cause to be incorporated under the laws of the Commonwealth of Virginia a non-profit corporation to be named "Villa Park Owners Association", or a similar name (the "Association"). The Association will be governed by a board of directors consisting of five (5) members. Without limiting the powers of the Board of Directors of the Association, it will have the power to employ professional management to assist in the operation of the Association and to borrow funds as it deems prudent and necessary to run the affairs of the Association. The Association will be governed by the provisions of this Article VIII.

8.02 Members. Upon organization of the corporation, all Owners of land in Villa Park to which these Protective Covenants are applicable shall, upon becoming an Owner, automatically become members of the Association. Declarant, so long as it owns any land in Villa Park, shall be a member (but ownership of common areas and Street Rights-of-Way shall not be counted in determining the number of votes to which it is entitled as provided in Section 8.03 of this Article VIII).

8.03 Board of Directors. The initial board of directors will be named by Declarant and set forth in the Articles of Incorporation. For so long as Declarant is the owner of seventy-five percent (75%) or more of the land which at any time comprises Villa Park exclusive of Street Right-of-Way, Declarant shall be entitled to designate all five (5) of the directors; so long as Declarant owns fifty percent (50%) or more of such land but less than seventy-five percent (75%), it shall designate four (4) of the directors; so long as Declarant owns twenty-five percent (25%) or more of such land but less than fifty percent (50%), it shall be entitled to designate three (3) of the directors and so long as Declarant owns five percent (5%) or more of such land, but less than twenty-five percent (25%) it shall be entitled to designate two (2) of the directors. The number of directors will not be changed so long as Declarant is entitled to designate any directors. So long as Declarant owns five percent (5%) or more of the land at any time comprising Villa Park any number of directors which Declarant is not entitled to name as provided in this paragraph shall be elected as provided hereinafter, except that land owned by Declarant will not be considered. At any time and from time to time when Declarant owns less than five percent (5%) of the land then comprising Villa Park, all directors shall be elected as provided hereinafter. The terms of all directors will be for two (2)

years; provided, however, that the terms of directors will be staggered initially to provide for experienced directors on the board. Elections of directors will occur annually. Subject to the above, each member of the Association shall be entitled to one vote for each acre of land, or fraction of an acre one-half (1/2) or more, that it owns or leases, for the election of directors, and for any other matters on which the members are entitled to act.

8.04 Association Maintenance. The Association shall, except as provided in Section 8.05 next following, at its expense maintain all Common Areas, including easements, so designated on plats recorded by Declarant, median strips in public roads, non-paved areas of rights of way, buffer strips, jogging trails and foot trails and footpaths and all other ways, paths and trails, lakes, medians (or islands) in the roads and at entrances to Villa Park, signs identifying Villa Park and all decorative structures and other amenities located in medians or common areas (hereinafter sometimes referred to as "the Maintained Areas"), provided, however, that such obligation of the Association shall not commence until (i) the Association receives the notice provided in Section 8.05 next following and (ii) the Association and all of its members and their occupants have been granted the right by the Declarant to use the areas to be maintained by the Association. Certain maintenance provided for herein may be done

on a cooperative basis with other similarly formed associations, but any such cooperative efforts will not relieve the Association of its maintenance requirements as set forth in this Declaration.

8.05 Capital Improvements and Interim Maintenance.

Declarant reserves the right, at its sole cost and expense, to provide in the Street Right-of-Way not dedicated for use as a public road and the Common Areas such of the improvements described in Section 8.04 immediately preceding as it shall determine in its discretion from time to time. Declarant will at its expense maintain such improvements until it notifies the Association in writing that the Association's responsibility for maintenance will begin. Such notice shall describe the area to which it applies. As long as the conditions of Section 8.04 have been satisfied, the Declarant shall in its sole discretion determine when the Association will become responsible for maintenance, and areas turned over to the Association for maintenance from time to time need not conform to a recorded plat.

8.06 Common Areas and Easements, Ownership. At such time as Declarant determines, in its sole discretion, to do so, it will convey to the Association free and clear of liens, and the Association will accept all of the right, title and interest of Declarant in and to any portion of the Street Right-of-Way not dedicated for use as a public road, the Common Areas and easements, and such other of the Maintained Areas for which the

Association will, as provided herein, become responsible for maintenance. Such conveyance of title may be made before, concurrently with or after the Association becomes responsible for maintenance thereof, as determined by Declarant, it being understood and agreed that some of the Maintained Areas for which the Association has or will have maintenance responsibility pursuant to this Article VIII may never be conveyed to the Association.

8.07 Funding. Funds to operate the Association will be provided by assessment of its members. The amount of such assessment shall be fixed by the Board of Directors. The Board of Directors shall submit to the members its estimate of the total cost to be incurred by this Association for the ensuing year, and each member shall thereupon become liable for his or its pro rata share of such total based upon the ratio of the number of acres owned by each to the total number of acres owned by all members, which shall be payable as determined by the Board of Directors. For this purpose, Common Areas, including easements, so designated on recorded plats and Street Rights-of-Way shall not be deemed owned by any member. For purposes of such assessment, Declarant shall be deemed a member to the same extent as an Owner with respect to any land owned by it in the area for which the Association has become responsible for maintenance.

8.08 Unpaid Assessments. Any assessments by the Association which are not paid by a member within such time as shall be designated by the Board of Directors or in the by-laws of the Association, shall result in such member being liable for a late charge determined by the Board of Directors, and such assessment shall bear interest per annum at a rate of three percent (3%) above the prime rate established from time to time by Sovran Bank, N.A., (or its successors by merger or otherwise) from such date until paid, and if such amount is not paid within ten (10) days after written notice to such member of the delinquency the Association may file a notice of lien in the Clerk's Office of the Circuit Court of Henrico County, Virginia thereby effecting a lien upon the Site (if any) of such member. The lien may be enforced by suit or otherwise, at the election of the Association, and the member will reimburse the Association for all attorneys' fees and expenses incurred in so doing, the amount of which upon docketing of a judgment against the member shall also constitute a lien on the Site as herein provided.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Constructive Notice and Acceptance. Every person corporation, partnership or organization, who or which now or

hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, including specifically the imposition of a lien pursuant to Section 8.08, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest. The provisions of this Section 9.01 will not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Site of the Owner or becomes the Owner by foreclosure or otherwise of such Site in which case it and its successors and assigns as Owner of such Site will be as bound only as long as they are the Owner of such Site. All Occupants as defined in Section 2.03 hereof are and shall be conclusively deemed to have notice of and to have agreed to and be bound by all terms and provisions of Articles II, III, IV, V, VI, VII and IX hereof, and each Owner of a Site will provide for all such Occupants to so agree to and to be so bound in arrangements, written or otherwise, with such Occupants.

9.02 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of these Protective Covenants or in any way to define, limit or describe the scope and intent of the

particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

9.03 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.04 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when delivered in person or deposited in the United States mail, postage paid and addressed to the address shown on the real estate tax records of the County of Henrico for the addressee. All such notices shall be sent certified mail, return receipt requested.

9.05 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration, except such provisions as may be required by law. Such exceptions and waivers shall be granted by Declarant only when, in its sole and absolute opinion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and waiver granted by Declarant shall be made in writing in recordable form and shall be recorded. The granting of any exception or waiver with respect to any Site or part thereof shall not be deemed an

amendment of this Declaration except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner or Occupant to similar rights or privileges and shall create no negative reciprocal easements in favor of any other party.

9.06 Other Property of Declarant. By their purchase or obtaining any interest in any Site subject to these Protective Covenants, all Owners and Occupants of Sites or any interests therein, their heirs, legal and personal representatives, successors and assigns recognize that Declarant is or may become the owner of property in the vicinity of the Property, some of which is contiguous thereto, and that such property is not now subject to this Declaration and the Protective Covenants, may never become subject to this Declaration and the Protective Covenants and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration and the Protective Covenants. By their purchase or obtaining any interest in any Site subject to these Protective Covenants, all such parties recognize and agree that all such property of Declarant not made specifically subject to this Declaration and these Protective Covenants by a written and appropriately recorded document executed by Declarant and evidencing Declarant's intention to subject such property hereto will in no way be burdened or bound by this Declaration, these Protective

Covenants or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any doctrine or theory that could in any way be construed to impose the provisions of this Declaration and the Protective Covenants on any such property of Declarant not made subject specifically thereto in writing and recorded, as herein contemplated.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its corporate officer pursuant to due authorization.

SOVRAN FINANCIAL CORPORATION,
a Virginia corporation

By *Cecil R. Maxson, Jr.*
Its FACILITIES EXECUTIVE OFFICER

Cecil R. Maxson, Jr.

STATE OF VIRGINIA

City OF Richmond, to-wit:

The foregoing instrument was acknowledged before me
this 11th day of September, 1987, by
Cecil R. Maxson Jr., Facilities Executive Officer of SOVRAN FINANCIAL
CORPORATION, a Virginia corporation, on behalf of said
corporation.

My commission expires: My Commission Expires October 29, 1994.

Janice J. Stafford
Notary Public



APPROVED:	
Substance:	9/18/87
Dept. or Div.	92K 9/18/87
Form:	92K 9/18/87
County Atty.	

EXHIBIT "A"

To find the point and place of beginning, begin at the intersection of the southern line of Parham Road and the western line of U.S. State Route 1; thence along the southern line of Parham Road the following courses and distances; (1) S. 87 degrees 41' 03" W. 392.00 feet to a point; (2) thence along a curve to the right with a radius of 1482.40 feet, an arc distance of 608.02 feet to a point; (3) thence S. 4 degrees 49' 56" E. 16.67 feet to a point; and (4) thence along a curve to the right with a radius of 1497.40 feet, an arc distance of 92.61 feet to a point; thence leaving the southern line of Parham Road S. 69 degrees 05' 26" W. 18.49 feet to a point which is the point and place of beginning; thence S. 4 degrees 45' 56" E. 2959.58 feet to a point; thence S. 82 degrees 45' 32" W. 2025.29 feet to a point; thence N. 39 degrees 19' 16" W. 2484.66 feet to a point; thence N. 63 degrees 39' 11" E. 72.00 feet to a point; thence N. 69 degrees 05' 26" E. 3503.93 feet to the point and place of beginning, containing 165.83 acres.

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF
 THE COUNTY OF HENRICO, SEP 22 1987, 19__
 THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE
 ANNEXED, ADMITTED TO RECORD AT 3:22 o'clock P M.

State Tax Paid X
 County Tax Paid X

Teste:
Margaret B. Baker Clerk

F
 Mays +
 Valentine

TABLE OF CONTENTS

Section 1: *Qualifications & Experience*

Written response to items 1.a. through 1.i.
HPDC Partners, LLC Organizational Documents
Resumes for C. Denton Baker & Hugh Tierney
RVA Construction AIA Form 305 Statement of Qualifications
Firm Descriptions for Freeman & Morgan Architects / Burgess & Niple
Debarment and Disclosure Letters

Financial Statements are contained in the CONFIDENTIAL & PROPRIETARY PACKAGE.

RVA Construction Safety Performance information is contained on disk.

Section 2: *Project Characteristics*

Written response to items 2.a through 2.j.

Survey, Building Site Plan, Floor Plan, Elevations and Specifications are contained in the CONFIDENTIAL & PROPRIETARY PACKAGE.

The land Purchase Contract, Fair Oaks Lease and Restrictive Covenants are contained on disk

Section 3: *Project Financing*

Written response to items 3.A through 3.e

"All-in" Budget, RVA Hard Cost Budget, Lender Credit Proposal, Proposed Lease Terms / Purchase Option and Annual Operating Expenses are contained in the CONFIDENTIAL & PROPRIETARY PACKAGE.

Section 4: *Project Benefits & Compatibility*

Written response to items 4.a through 4.e

Summary of Items included elsewhere:

<u>Confidential & Proprietary Package</u>	<u>Disk</u>	<u>Upon Request</u>
Financial Statements	Safety Program	Level 1 ESA
Survey, Site Plan, Floor Plan, Elevations & Building Specifications	Land Purchase Contract Fair Oaks Lease	Title Commitment Soil Borings
"All-in" Budget, RVA Hard Cost Budget, Lender Credit Proposal, Proposed Lease Terms / Purchase Option, Annual Operating Expenses	Park Restrictive Covenants	

UNSOLICITED PROPOSAL TO CONSTRUCT A 10,000 SQUARE FOOT CENTRAL
PRECINCT FOR THE HENRICO POLICE DEPARTMENT

January 10, 2014

1. Qualifications & Experience

- a. Legal Structure: HPDC Partners, LLC – Is a single asset Virginia Limited Liability Company that will own the property. The Company is owned by C. Denton Baker and Hugh Tierney. The Owner will contract with all other entities for services. No other entities will be owners of the property.

Team: Owner: HPDC Partners, LLC
 Lender: Village Bank
 General Contractor: RVA Construction
 Architect: Freeman & Morgan
 Civil Engineer: Burgess & Niple

- b. Experience: the Owners (C. Denton Baker and Hugh Tierney) have several decades of experience in commercial real estate construction and ownership, including the development and operation of Henrico County's Fair Oaks Precinct since 2005. Resumes are attached. All other members of the team also have several decades of experience in their respective specialties.

Safety Performance information is supplied by RVA Construction and is on the enclosed disk.

Warranty is provided by RVA Construction and others. Warranty period is an industry standard 1 year, with a 5 year warranty on the compressor and a 10 year warranty on the roof.

- c. Major
 Subcontractors: RVA Construction is the only one that will exceed \$1 million. Their Statement of qualifications is contained in this section.
- d. Contact: Hugh Tierney – 757-321-1710 or htierney@empiredevelopment.net
- e. Financial
 Statements: FINANCIAL STATEMENTS ARE INCLUDED IN THE CONFIDENTIAL AND PROPRIETARY SECTION.

- f. Disqualified
Persons: No team member is obliged to disqualify themselves.

- g. Sufficient
Workers: Given the small scale of the project, there is no concern regarding sufficiency of workers.

- h. Debarment /
Disclosures: Please see the Sworn Certifications at the back of this section.

- i. Worker Safety
Programs: Please see the Worker Safety Program for RVA Construction [only] on disk.

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 30, 2013

This is to certify that the certificate of organization of

HPDC PARTNERS, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: December 30, 2013



State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission

**ARTICLES OF ORGANIZATION
OF
HPDC PARTNERS, LLC**

The undersigned hereby forms a limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia and to that end sets forth the following:

1. The name of the limited liability company is

HPDC Partners, LLC

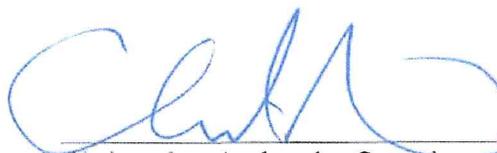
2. The address of the initial registered office of the limited liability company is 541 Eastpark Court, Sandston, Virginia 23150. The name of the city in which the initial registered office is located is Sandston, Virginia.

3. The name of its initial registered agent is C. Denton Baker, an individual who is a resident of Virginia and a manager of the limited liability company, whose business address is the same as the address of the initial registered office of the limited liability company.

4. The post office address of the principal office where the records will be maintained pursuant to Section 13.1-1028 of the Code of Virginia is 541 Eastpark Court, Sandston, Virginia, 23150.

5. The purpose of the company is to acquire, own, hold for investment, subdivide, finance, refinance, develop, improve, repair, maintain, operate, and/or lease and sell, exchange or otherwise dispose of real property, and to conduct activities related to the foregoing.

DATED: December 13, 2013.



Christopher Ambrosio, Organizer

C. Denton Baker

15147 Brown Pleasants Road, Montpelier, VA 23192
TEL 804-737-2191 FAX 804-737-5797

denton@maentry.com

Profile

Denton Baker has over 35 years of experience in general/industrial construction. He started Mid-Atlantic Entry Systems in 1990 servicing and installing vehicle gate systems and vehicle crash rated barriers. The company has grown to four affiliated locations; Richmond VA, Lynchburg VA, Baltimore MD, and Philadelphia PA with over 50 employees.

Experience

PRESIDENT, MID-ATLANTIC ENTRY SYSTEMS, RICHMOND, VA 1990 - PRESENT

Manages a perimeter security installing company with multiple locations. Set goals for departments and insuring those goals are met. Oversee the financial aspects of a multi location 50 person company.

SALES, AUTOMATIC ACCESS CONTROLS, PASADENA, MD 1988-1989

Sold perimeter security equipment to dealers in a 3 state region. Responsible for specifying, quoting, ordering and technical support for installers during installation.

GENERAL SUPERINTENDENT, KAHOE CONSTRUCTION, RICHMOND, VA 1986-1987

Supervise construction of single story office buildings from site clearing to final turnover to customer.

QUALITY ASSURANCE INSPECTOR, FLOUR CONSTRUCTION, WOLF CREEK POWER STATION, BURLINGTON, KS, 1979-1985

Perform quality assurance audits per ANSI standards for civil and mechanical disciplines.

Education

Emory & Henry College, Emory VA, Bachelor of Science, Business Administration 1979



AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

- | SUBMITTED TO: Director of General Services
County of Henrico, Virginia
- | ADDRESS: 1590 East Parham Road, Richmond Virginia 23228
- | SUBMITTED BY: RVA Construction, Inc.
- | NAME: Matson L. Roberts, PE
- | ADDRESS: 515 Hull Street, Richmond Virginia 23224
- | PRINCIPAL OFFICE: Same
- | Corporation
- | Partnership
- | Individual
- | Joint Venture
- | Other

| NAME OF PROJECT: *(if applicable)* Henrico Police Department - Central Precinct
 TYPE OF WORK: *(file separate form for each Classification of Work)*

- | General Construction
- | HVAC
- | Electrical
- | Plumbing
- | Other: *(Specify)*

§ 1 ORGANIZATION

| § 1.1 How many years has your organization been in business as a Contractor? Eight (8)

| § 1.2 How many years has your organization been in business under its present business name? Five (5)

§ 1.2.1 Under what other or former names has your organization operated?

RVA Construction, LLC

| § 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: February 1, 2008

§ 1.3.2 State of incorporation: Commonwealth of Virginia

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.3 President's name: Matson L. Roberts, PE

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary/Treasurer's name: Dean H. Van Arsdale, PE

(Paragraph deleted)

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Commonwealth of Virginia
Class A Contractor's License: 2705-102170A
Classification: Building and HVAC

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

The Commonwealth of Virginia

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Construction Management
General Contracting
Selective Demolition
Concrete
Rough Carpentry
Finish Carpentry
Doors & Hardware
Specialty & Equipment Installation

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

| No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

| See Attached

§ 3.4.1 State total worth of work in progress and under contract:

| \$45.7 million

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

| See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

| \$11 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

| See Attached

§ 4 REFERENCES

§ 4.1 Trade References:

Ace Electrical	Kerry Edwards	(804) 266-2429
Bolling Steel	Jay Bolling	(540) 380-4402
DaFore Construction	Dennis Forrest	(540) 368-2880
EMC Mechanical Services	Brian Moore	(804) 439-1056
Shoosmith Construction	Wadsworth Bugg	(804) 930-0104

§ 4.2 Bank References:

Wells Fargo Bank	Mr. Wes Baskerville	(804) 697-6842
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§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

| BB&T Insurance Services - Hanover Insurance Company

§ 4.3.2 Name and address of agent:

| Mr. C. Brandon Pulliam 2108 W. Laburnum Ave., Suite 300, Richmond VA 23227

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Yount Hyde & Barbour, P.C. 50 South Cameron Street, Winchester VA 22604

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6 SIGNATURE

§ 6.1 Dated at this 30th day of December, 2013

Name of Organization: RVA Construction, Inc.

By: Dean H. Van Arsdale, PE

Title: Secretary / Treasurer

§ 6.2

(Paragraph deleted)

Mr. Dean H. Van Arsdale being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 30th day of December, 2013

Notary Public: Matson L. Roberts

My Commission Expires: May 31, 2014



3.4 – Current Project List

1. Chinmaya Somnath School – Chantilly, Virginia
 - Owner: Chinmaya Mission – Washington (703) 532-6829
 - Architect: nbj Architecture (804) 273-9811
 - Size: 34,200 sq ft
 - Cost: \$7,000,000
 - Completion: Spring, 2014
 - Percent Complete: 85%

2. Jefferson Hotel Remodel – Richmond, Virginia
 - Owner's Rep Danny Workman (804) 649-4621
 - Architect: Smith + McClane Architects (804) 648-8533
 - Size: 144,000 sq ft
 - Cost: \$22,000,000
 - Completion: December, 2015
 - Percent Complete: 7%

3. Mary Washington Hospital Wound Center – Dale City, Virginia
 - Owner: MWHC (540) 741-2464
 - Architect: Cornerstone Architects (804) 353-3051
 - Size: 3,342 sq ft
 - Cost: \$700,000
 - Completion: January, 2014
 - Percent Complete: 60%

4. Stratford Hall Welcome Center & Entrance – Montross, Virginia
 - Owner: R.E. Lee Memorial Association (804) 493-8038
 - Architect: Smith + McClane Architects (804) 648-8533
 - Size: 21,700 sq ft
 - Cost: \$7,500,000
 - Completion: TBD
 - Percent Complete: 4%

5. Medical Office Building – Bristow, Virginia
 - Owner: Partners Medical (804) 640-8927
 - Architect: TBD
 - Size: 75,000 sq ft
 - Cost: \$8,000,000
 - Completion: TBD
 - Percent Complete: 0%



3.5 – Previous Projects

1. Windsor Business Park – Building #5
 - Owner: Windsor Business Park (804) 264-8005
 - Architect: nbj Architecture (804) 273-9811
 - Size: 58,500 sq ft
 - Cost: \$1,800,000
2. Windsor Business Park – Building #7
 - Owner: Windsor Business Park (804) 264-8005
 - Architect: nbj Architecture (804) 273-9811
 - Size: 46,100 sq ft
 - Cost: \$1,700,000
3. Massaponax Medical Office Bldg – Massaponax, Virginia
 - Owner: Brian Jenkins, Developer (804) 673-4101
 - Architect: nbj Architecture and Hummel & Associates (804) 643-7337
 - Size: 40,000 sq ft
 - Cost: \$8,000,000
4. Spotsylvania Parkway Medical Plaza – Fredericksburg, Virginia
 - Owner: Brian Jenkins (804) 673-4101
 - Architect: nbj Architecture and Hummel & Associates (804) 643-7337
 - Size: 40,000 sq ft
 - Cost: \$6,700,000
5. Wingate by Wyndham Hotel
 - Owner: Yuvi Bawa (804) 248-4876
 - Architect: nbj Architecture (804) 273-9811
 - Size: 6-story, 101 rooms with Pool
 - Cost: \$10,000,000
6. CJW – Medical Office Building
 - Owner: Surgical Associates of Richmond (804) 474-3312
 - Architect: Cornerstone Architects (804) 353-3051
 - Size: 30,000 sq ft
 - Cost: \$4,800,000
7. Diagnostic Imaging Centers – Appomattox, Blacksburg, Richmond & Roanoke
 - Owner: HCA Hospitals (615) 344-5243
 - Architect: Cornerstone Architects (804) 353-3051
 - Cost: \$5,200,000
 - Size: (4) @ 6,400 sq ft
8. Northside Family Learning Center
 - Owner's Rep: Bev Jennette (804) 512-6423
 - Architect: Smith + McClane (804) 648-8533
 - Size: 20,600 sq ft
 - Cost: \$5,800,000



9. Hindu Center of Virginia – Glen Allen, Virginia
 Owner's Rep: Inder Midha (804) 240-4468
 Architect: nbj Architecture (804) 273-9811
 Size: 20,654 sq ft
 Cost: \$5,200,000
10. Student Activity Center – The University of Richmond
 Owner: Andrew McBride (804) 289-8964
 Architect: Boynton Rothschild Rowland (804) 643-1977
 Size: 16,500 sq ft
 Cost: \$3,800,000
11. Pre-Con Administrative Headquarters & Site Work– Chesterfield, Virginia
 Owner's Rep: Gene Waters (804) 643-6196
 Architect: Winks – Snowa Architects
 Size: 25,000 sq ft
 Cost: \$2,700,000
12. Westhampton Center – The University of Richmond
 Owner: Meghan Johnston (804) 287-6379
 Architect: Smith + McClane Architects (804) 648-8533
 Size: 6,500 sq ft
 Cost: \$2,368,000
13. The Bryan Innovation Lab – The Steward School
 Owner: The Steward School (804) 565-2307
 Architect: 3 North Architecture (804) 232-8900
 Size: 6,000 sq ft
 Cost: \$2,176,000
14. Richmond Allergy & Asthma
 Owner: Dr. Larry Gelber (804) 285-7420
 Architect: Sam Brockwell & Associates
 Size: 17,000 sq ft
 Cost: \$2,000,000
15. Virginia Partner's Bank
 Owner: Lloyd Harrison (540) 899-2234
 Architect: Baskervill (804) 343-1010
 Size: 9,000 sq ft
 Cost: \$1,530,000
16. Freeman Hall Dormitory Renovation – The University of Richmond
 Owner: Andrew McBride (804) 289-8964
 Architect: BAM Architects (804) 355-6016
 Size: 25,000 sq ft
 Cost: \$2,300,000
17. Virginia Housing Development Authority – Modernization Ph 1
 Owner: George Peterson (804) 343-5753
 Architect: Commonwealth Architects (804) 648-5040
 Size: Renovations to 601 Belvidere (all floors)
 Cost: \$2,127,000.00



18. Hermitage Country Club Pool Renovation
 Owner: Hermitage Country Club (804) 708-8922
 Architect: Club Source Design
 Size: 20,000 sq ft
 Cost: \$1,700,000
19. Parham Forest West – Richmond, Virginia
 Owner's Rep: Hugh Tierney (757) 321-1710
 Architect: McKinney and Company (804) 550-9223
 Size: 36,000 sq ft
 Cost: \$1,220,000
20. Medicorp Physicians
 Owner: Ray Regan (540) 741-2464
 Architect: Hummel Associates (804) 643-7337
 Size: 14,400 sq ft
 Cost: \$1,200,000
21. Fredericksburg Orthopedic Associates
 Owner: Fredericksburg Orthopedic Association
 Architect: Hummel Associates (804) 643-7337
 Size: 13,900 sq ft
 Cost: \$1,036,000
22. Lehja Restaurant
 Owner's Rep: Ashok Arora (757) 630-7180
 Architect: nbj Architecture (804) 273-9811
 Size: 4,500 sq ft
 Cost: \$900,000
23. Raising Grace Studios – Richmond, Virginia
 Owner: Marna Bales (804) 334-3311
 Architect: Glave' & Holmes (804) 649-9303
 Size: 4,800 sq ft
 Cost: \$707,000
24. CJW Hospital, Chippenham Campus – 1st & 4th Floor Renovations
 Owner's Rep: Tommy Byrd (804) 323-8778
 Architect: Hummel & Associates
 Size: 7,000 sq ft
 Cost: \$700,000
25. Bon Secours Tenant Upfit – Windsor Bldg #5
 Owner: Richard Banta (804) 287-7833
 Architect: KOP Architects (804) 276-4960
 Size: 20,000 sq ft
 Cost: \$644,000
26. Gray Court Dormitory Renovation – The University of Richmond
 Owner: Meghan Johnston (804) 287-6379
 Architect: The University of Richmond
 Size: 40,000 sq ft
 Cost: \$640,000



27. Chesterfield Optometric Center
 Owner's Rep: Dr. Linda Pinsky (804) 796-2070
 Architect: Cornerstone Architects (804) 353-3051
 Size: 3,800 sq ft
 Cost: \$637,000
28. CJW Hospital MRI Suite – Midlothian, Virginia
 Owner: Bruce Hayes (804) 330-2096
 Architect: Cornerstone Architects (804) 353-3051
 Size: 3,500 sq ft
 Cost: \$608,000
29. The Great Shiplock Park Renovation – Richmond, Virginia
 Owner: Virginia Capital Trails Foundation (804) 788-6455
 Architect: 3 North Architecture (804) 232-8900
 Size: 1.21 acres
 Cost: \$440,461
30. VCU – W. Honor's Dormitory Renovation
 Owner: Virginia Commonwealth University
 Architect: KOP Architects (804) 276-4960
 Cost: \$411,000.00
31. Medical Imaging of Fredericksburg – 3.0T MRI Replacement
 Owner: Medical Imaging of Fredericksburg
 Architect: RSg, PC (703) 378-1864
 Size: 1,500 sq ft
 Cost: \$400,000
32. MWH Perinatology Suite – Stafford, Virginia
 Owner: Mary Washington Healthcare (540) 741-2464
 Architect: RSg, PC (703) 378-1864
 Size: 2,518 sq ft
 Cost: \$333,750
33. Diagnostic Imaging of Fredericksburg – CT Replacement
 Owner: Diagnostic Imaging of Fredericksburg
 Architect: RSg, PC (703) 378-1864
 Size: 2,500 sq ft
 Cost: \$300,000
34. Mary Washington Eye Care Center
 Owner: Ray Regan (540) 741-2464
 Architect: Hummel & Associates (804) 643-7337
 Size: 3,500 sq ft
 Cost: \$281,000
35. North Stafford MOB Tenant Space
 Owner: HCREIT – Atlanta, GA
 Architect: SSOE
 Size: 2,600 sq ft
 Cost: \$278,600.00



3.6 – Construction Experience

RVA Construction, Inc. was founded in 2005 to provide superior commercial pre-construction, general contracting and construction management services to the greater Richmond area. RVA is a Class-A commercial general contractor comprised of highly capable, technically competent building professionals. We have a truly exceptional team who is uniquely qualified to manage your projects to success. Our customers enjoy the benefits of working with a firm who has the technical expertise and experience associated with much larger companies and the personal interest and flexibility of a smaller firm. We are the “little company” with big experience. We enjoy a challenge, and we excel when projects are complex, intricate or require specialized needs, attention to detail or coordination. With strengths in tilt-up concrete construction, design-build construction and commercial office construction, we are dedicated to getting it right, and are well prepared to exceed your expectations.

RVA strives to be the commercial general contractor of choice for the Richmond region. Our mission is to develop lifelong clients by providing superior commercial construction services to our customers, and by creating a meaningful and honorable work environment for our team.

RVA is led by two well respected construction professionals known within the greater Richmond Region. Founding partner, Dean Van Arsdale, has over 30 years of experience in the commercial, institution and industrial construction industry. In addition to project management and estimating duties, Dean oversees RVA’s field operations to ensure projects are delivered on time and meet client expectations. He has a proven track record of working together with clients and architects in constructing high quality facilities that are within budget. Prior to RVA, Dean has served in many project management and operational roles at national, regional & local construction firms. He has extensive experience in complex projects along with historical restoration and rehab. Dean is a licensed professional Engineer in the Commonwealth of Virginia, holds a Healthcare Construction Certificate from the American Society for Healthcare Engineering and received his Bachelor of Science degree in Civil Engineering from West Virginia University.

With thirty years of commercial contracting experience, Matson Roberts is another founding partner of RVA construction. He handles business development, estimating and serves as project manager for tilt-up concrete, industrial and education projects. Prior to founding RVA, Matson worked for a number of international, regional and local commercial construction companies. Matson’s extensive construction experience, including 14 years as a mechanical contractor, provides unmatched value and knowledge to design-build and MEP intensive projects. Matson is a certified Professional Engineer and an HVAC Master Tradesman in the Commonwealth of Virginia. He is also a LEED Accredited Professional with a thorough understanding of the Leadership in Energy and



Environmental Design (LEED) green building practices and principles. Matson is a past-President of the Richmond Chapter of the Associated General Contractors of America, and is active in the construction community through The American Institute of Architects (AIA) and The National Association of Women in Construction (NAWIC). Matson received his Bachelor of Science in Physics-Engineering from Washington & Lee University.

On all RVA projects, the project manager is an officer and owner of RVA Construction, Inc. Your project manager will always have the authority to make decisions and commitments for the company. Our standard operating procedures require an on-site superintendent for every job. There will always be RVA supervision on-site whenever construction work is taking place. We do not condone the use of "roving" superintendents or general foremen to coordinate construction activities and subcontractors on multiple projects at the same time. The Henrico County Police Department's Central Precinct would command 100% of the superintendent's working hours.

RVA's project managers run no more than three projects at a time depending on overall project size and complexity. Therefore, this project would command a minimum of 33% of the project manager's time through out the course of the project. This works out to a minimum of two days per week dedicated to your projects.

RVA's project communications are set up around regular and structured project meetings. Our first level of meeting communications takes place at the daily team huddles conducted each morning. These meetings are designed to convey any urgent coordination or changes that may have occurred; as well as safety issues and tool box safety talks. These meetings outline the activities of the day to assure the most productivity possible for the smallest construction activity. Second to these meetings are our weekly subcontractor meetings. These meetings always have an agenda, meeting minutes and a review of the current construction schedule. These meetings are designed to review, discuss, and coordinate the larger construction activities and interface between trades. This is also the best way to resolve any construction conflicts that may arise between the documents and the actual field conditions; and to get the necessary answers in the timeliest manner. Lastly, RVA encourages the Owner/Design Team to have meetings at least twice a month to review the project progress, answer questions and keep the team current on any issues. We have found that having regularly scheduled meetings as outlined reduces errors, rework, emergency meetings, un-expected issues and wasted time. All of which add time delays and costs to a project.

RVA uses industry-leading computerized contract management and scheduling software by Primavera and accounting software by Sage. All these tools combined with "real time" connected superintendents on-site, allows needed communication between the Owner, design team, contractor, subcontractors and the field in a timely and productive manner.



RVA is known for bringing solutions, not problems, to clients. We strive to anticipate issues before they can become problems. Our tenacity in holding a schedule requires that we task all parties involved with a project to meet commitments and deadlines whether it is a submittal review or a construction activity completion date. During all subcontractor and Owner project meetings, a list of overdue items and items due within 7-days are reviewed by ball-in-court. Additionally, the weekly updated construction schedule, current proposal log, request-for-information log, and the submittal log are reviewed and a responsible party and due date is assigned for all outstanding issues.

As a company, RVA Construction's qualifications include:

- Virginia Class A Contractors License – # 2705-102170A
 - Classification – Building and HVAC
- Fully Bonded – Design-build and Plan-Spec
- (2) Commonwealth of Virginia – Professional Engineers
- (1) Engineer in Training
- (3) Tilt-Up Concrete Association (TCA) – Certified Superintendents
- (2) American Society for Healthcare Engineering (ASHE) – Certified constructors
- Member of the Virginia Society of Healthcare Engineer
- LEED-AP/BD+C on staff
- Certified Building Information Modeler on staff
- Commonwealth of Virginia – HVAC Master Tradesman
- An experienced construction staff specializing in:
 - MEP intensive projects
 - Tilt-Up Concrete Construction
 - Total “site management”
 - Superior project management through industry leading computerized contract management, accounting and scheduling software.
- Insured
 - \$1 MM Professional Liability Insurance
 - \$2MM General Liability Coverage
 - \$10 MM Excess Umbrella Coverage



Matson L. Roberts, PE Pre-Construction and Estimating

Matson is responsible for business development, administration, estimating and project management. He has international, regional and local commercial construction experience including 14 years as a mechanical contractor, providing value and knowledge to design-build, MEP intensive and green building projects.

Matson is also a past President of the Richmond Chapter of the Associated General Contractors (AGC), and a Board member for the James River Green Building Council (JRGC).

Education

- B.S. – Physics Engineering, Washington & Lee University – Lexington, Virginia
- The Management Institute, Roanoke College – Roanoke, Virginia
- Leadership Roanoke Valley – Roanoke, Virginia
- The Leadership Institute, FMI – Colorado Springs, Colorado
- Leadership Metro Richmond – Richmond, Virginia

Employment

RVA Construction, Principal	2005
Emerald Construction Company, Executive Vice-President	2002 – 2005
Conquest, Moncure & Dunn, Operations Manager	2000 – 2002
Emerald Construction Company, Project Manager	1997 – 2000
Landis & Gyr (Siemens), Senior Sales Engineer	1993 – 1997
Southern Air, Inc., Project Engineer	1989 – 1993
Stephenson Associates, Inc., Project Engineer / Service Manager	1984 – 1989

Certifications

- Professional Engineer, Commonwealth of Virginia – Richmond, Virginia
- HVAC Master Tradesman, Commonwealth of Virginia – Richmond, Virginia
- LEED - AP/BD+C – USGBC
- Building Information Modeling (B.I.M.) – AGC of America Certified

Recent Significant Clients

Commercial / Office

Windsor Business Park – Glen Allen, Virginia
Woodlands Business Park – Sandston, Virginia
Northlake Business Park – Hanover, Virginia
Parham Forest West – Richmond, Virginia

Multi-Family / Hotel

Hampden Sydney College – Farmville, Virginia
The Jefferson Hotel – Richmond, Virginia



Institutional

The YMCA of Greater Richmond – Richmond, Virginia
Better Housing Coalition – Richmond, Virginia
St. Mary's Episcopal Church – Goochland, Virginia
The Hindu Center of Virginia – Glen Allen, Virginia
Epiphany Lutheran Church – Richmond, Virginia
Hollywood Cemetery – Richmond, Virginia
Stratford Hall – Stratford, Virginia
Virginia Museum of Fine Arts – Richmond, Virginia

Education

The University of Richmond – Richmond, Virginia
The Steward School – Richmond, Virginia
Liberty University – Lynchburg, Virginia
Hampden Sydney College – Farmville, Virginia
Saint Paul's College – Lawrenceville, Virginia
Virginia Polytech Institute & State University – Blacksburg, Virginia
Virginia Military Institute – Lexington, Virginia
Virginia Commonwealth University – Richmond, Virginia
Northside Family Learning Center – Richmond, Virginia
The Chinmaya Mission – Chantilly, Virginia
The New Community School – Richmond, Virginia

Medical

Mary Washington Healthcare – Fredericksburg, Virginia
CJW Hospital – Midlothian, Virginia
Virginia Cancer Institute – Richmond, Virginia
Richmond Allergy and Asthma – Richmond, Virginia
Wyeth Pharmaceuticals – Richmond, Virginia
Southside Regional Hospital – Petersburg, Virginia
Veterans Administration Hospital – Salem, Virginia
Veterans Administration Hospital – Beckley, West Virginia
Veterans Administration Hospital – Richmond, Virginia

Industrial

Va Dept of General Services, Richmond, Virginia
Klockner-Pentaplast – Rural Retreat
Corning – Blacksburg, Virginia
GE FANUC – Charlottesville, Virginia
Norfolk-Southern - Roanoke, Virginia
Ingersoll Rand – Roanoke, Virginia
Sperry Marine - Charlottesville, Virginia
Zeiss Optical – Richmond, Virginia
Wyeth – Richmond, Virginia



Dean Van Arsdale, PE
Project Manager

Dean's primary responsibility is to ensure overall project success from the client's perspective. This is achieved by understanding the owner's goals and managing the project team to deliver the stated outcomes.

Dean has served in many project management and operational roles at national, regional & local firms. Extensive experience with complex projects in the institutional, medical, industrial & commercial fields.

Education

- Bachelor of Science in Civil Engineering, magna cum laude, University of West Virginia

Certification

- Professional Engineer in the Commonwealth of Virginia
- American Society for Healthcare Engineering (ASHE) – Certified

Employment

RVA Construction, Partner	2006
Emerald Construction Company, Vice-President of Operations	2004 - 2005
SWA Construction, Inc., President – Richmond, Virginia	2003 - 2004
Bovis Lend Lease, Senior Project Manager – Richmond, Virginia	2000 – 2003
KBS, Inc. Project Manager – Richmond, Virginia	1988 – 2000
Century Construction, Inc. – Richmond, Virginia	1986 – 1988
Dominion Virginia Power, Engineer – Richmond, Virginia	1981 – 1986
Chicago Bridge & Iron, Engineer – Niagara Falls, New York	1979 – 1981

Project Listing

Commercial / Office

Independence Park Medical Office Bldgs #1, #2 & #3 – Richmond, Virginia
Massoponnax MOB – Fredericksburg, Virginia
Cosner Corner MOB – Spotsylvania, Virginia
River Run II, Luck Stone – Spotsylvania, Virginia
CJW MOB, Surgical Associates of Richmond – Midlothian, Virginia
Peter Jefferson Place V – Charlottesville, Virginia
Biotage, Inc. – Charlottesville, Virginia
Farmers & Merchants Bank Headquarters – Glen Allen, Virginia
Richmond Ambulance Authority Headquarters – Richmond, Virginia
VHDA, Headquarters Modernization Phase 1 – Richmond, Virginia
Pre-Con Administrative Offices – Colonial Heights, Virginia



Institutional

Virginia Home Additions – Richmond, Virginia
Chesterfield County Jail – Chester, Virginia

Educational

Maggie Walker Governors School – Richmond, Virginia
Germanna Community College – Main Campus Building– Spotsylvania, VA
Spotsylvania Elementary School #16 & #13 – Spotsylvania, Virginia
Twin Hickory Elementary School – Richmond, Virginia
Nuckols Farm School – Glen Allen, Virginia
Innsbrook Public Library – Glen Allen, Virginia
Montross Middle School – Montross, Virginia
Boatwright Library – University of Richmond, VA
Student Activities Building – University of Richmond, VA

Medical

Martha Jefferson Out-Patient Care Center – Charlottesville, Virginia
Beth Sholom Assisted Living – Glen Allen, Virginia
HCA Imaging Centers (4) – Richmond, Blacksburg, Roanoke & Colonial Heights
Richmond Pediatrics – Richmond, Virginia
Virginia Interventional Spine Assoc. – Fredericksburg, Virginia
Pouncey Tract Veterinary Clinic – Glen Allen, Virginia
Medical Imaging of North Stafford – Stafford, Virginia
Diagnostic Imaging of Fredericksburg – Fredericksburg, Virginia
Medicorp Physicians – Fredericksburg, Virginia
Fredericksburg Orthopedic Assoc – Fredericksburg, Virginia
CJW Hospital MRI Suite – Midlothian, Virginia
Mary Washington Hospital Auditorium – Fredericksburg, Virginia

Industrial

Biotage, Inc. – Charlottesville, Virginia
Chaparral Steel Office/Mfg Buildings – Petersburg, Virginia
Spent Fuel Storage Facility – North Anna Nuclear Power Station
Luck Stone Scale Building – Charlottesville, Virginia

Multi-Family

Best Western Hotel – Orange, Virginia
Wingate Inn – Short Pump, Virginia
Todd Ham Apartments – Richmond, Virginia
Canal Walk AB & DEF Apartments – Richmond, Virginia
Meadows Apartments – Richmond, Virginia
Lakeside Apartments – Charlottesville, Virginia
Mill Trace Apartments – Mechanicville, Virginia

Specialty

National Museum of the Civil War Soldier – Petersburg, Virginia
9 West Grace Recording Studio – Richmond, Virginia



Mark E. Fallin
Project Superintendent

Education

- B.A. – The University of Mary Washington
- ACI – Tilt-Up Supervisor
- OSHA 40 hour Certification
- ABC – First Aid and CPR Certification
- AGC – Construction Supervisor Training
- American Society of Healthcare Engineers (ASHE) – Certified Constructor

Employment

RVA Construction, Superintendent	2006
Emerald Construction Company, Superintendent	1997 – 2005
Tomkins Construction	1995 – 1997
Construx	1992 – 1995

Recent Significant Projects

Commercial / Office

Windsor Business Park Buildings 5 & 7– Glen Allen, Virginia
Woodlands Business Park – Sandston, Virginia
River Run Business Park – Spotsylvania, Virginia
Northlake Business Park – Hanover, Virginia
Rolling Hills RV – Ashland, Virginia
Lutron – Ashland, Virginia
Pre-Con – Colonial Heights, Virginia

Medical

HCA Hospital Imaging Center – Richmond, Virginia
Woodside Equine Clinic – Ashland, Virginia
Massaponnax MOB – Fredericksburg, Virginia
Cosner Corner MOB – Fredericksburg, Virginia
Virginia Interventional Spine Assoc. – Fredericksburg, Virginia
Medicorp Physicians – Fredericksburg, Virginia
Fredericksburg Orthopedic Associates – Fredericksburg, Virginia
Independence Park MOB #3 – Richmond, Virginia
Cardiology Associates of Fredericksburg – Fredericksburg, Virginia
Orthopedic Specialty Clinic – Fredericksburg, Virginia
Orthopedic and Sports Physical Therapy – Fredericksburg, Virginia

Institutional

Northside Family Learning Center – Richmond, VA
Hollywood Cemetery – Richmond, VA

Retail

Ukrop's Super Market – Richmond, Virginia
Michelin Service Center – Ashland, Virginia



Our Story

- 1955** The firm begins with the partnership of Budina and Freeman Architects. A. O. Budina, FAIA had worked under Holabird and Roche, Louis Sullivan and John Eberson in Chicago in the early 1900's.
- 1972** Horace Freeman AIA becomes president after A. O. Budina's retirement.
- 1975** Freeman and John Morgan form the partnership of Freeman & Morgan Architects. The office has been in continuous practice since this date.
- 1982** The firm becomes a professional corporation with Jack Shady as a principal and President.
- 2005** John Morgan retires.
- 2005** Firm expands ownership base to include J. Dewey Gills and David J Smith as Vice President/Partners.
- Today** Over the past decade Freeman and Morgan expands services in 30 states plus Canada, England, Japan, Kuwait, and St. Lucia West Indies, gaining a reputation for excellence in design, project management, budget control, value engineering, and construction administration.

At Freeman Morgan Architects we are committed to a philosophy that successful projects are the result of effective communication. Our firm is rooted in the practical and economic realities of today's challenges in both the design and construction industries with technology expanding design possibilities and expectations from both our firm and our clients. Our ability to quickly respond to these challenges in conjunction with our driven focus for on time and on budget project delivery performance have gained Freeman Morgan Architects a reputation for excellence in quality work and exceptional service.



7229 FOREST AVENUE, SUITE 209
HENRICO, VIRGINIA 23226
(804) 282-9700 FAX (804) 282-8267

Our People

Leadership and principal involvement in every project. We listen. Ask questions. And design high value, unique projects. Our talent and expertise in a range of disciplines work to integrate your project, from vision to completion, working with senior members of Freeman Morgan.

We bring leadership and experience as architects to each project; we solve problems during the design and construction processes, we position ourselves to best address each projects individual design challenges and unique issues. We bring sound management and fundamental design techniques to each project; keeping in mind inherent responsibilities to you and making paramount your goals and expectations for each projects ultimate success.

John E. Shady **president / architect**

Managing Partner in the firm, Jack has overall responsibility for all projects, from the preliminary design stage to construction completion. His experience ensures that the firm's obligations and commitments are fulfilled by managing the company resources required to successfully deliver the projects on time and on budget. He assists each Project Manager with contract document preparation, construction administration services, and quality control throughout the duration of each project.

John Dewey Gills **vice-president / architect**

Mr. Gills brings a diversified career in all areas of the profession with 40 years of experience managing numerous projects including: grocery stores, office buildings, auto dealerships, retail, churches, and fitness facilities. Responsibilities included project management, client communications, and coordination of multi-discipline teams through programming and preliminary design to construction administration supervision.

David J. Smith **vice-president/ architect**

Mr. Smith received his Bachelor of Architecture degree from Virginia Polytechnic Institute and State University in 1984 and has 29 years of experience. He manages multiple projects including the firm's regional Safeway, Inc. building program. Mr. Smith's responsibilities include: project management, design, and coordination of multi-discipline team members, client communications, construction document preparation, and construction administration.



**FREEMAN
MORGAN**
architects

7229 FOREST AVENUE, SUITE 209
HENRICO, VIRGINIA 23226
(804) 282-9700 FAX (804) 282-8267

Warehouse

Crescent Business Center

Hanover County, Virginia
342,000 Sq. Ft. Combined

**FREEMAN
MORGAN**
architects

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Burgess & Niple, Inc.



Eastern Henrico Recreation Center



North Shore Commons



Highwoods Distribution Center



Capital One Complex

Firm Overview

Founded in 1912, Burgess & Niple (B&N) is a multidisciplinary consulting firm specializing in planning, civil engineering, and related services for diverse land development projects in the mid-Atlantic region, and nationwide. With nearly 400 employees in offices in Virginia and across the nation, B&N ranks 147th on *Engineering News-Record's* list of Top 500 Design Firms. Our project experience includes corporate business parks, office buildings, retail and warehouse space, residential communities, hotels, parking lots and garages, and technology centers. From designing small pad sites to planning a thousand-acre business park, B&N is attentive to every detail.

Our goal is to engage project owners and to customize our work to reflect their specific philosophy and objectives. We focus on maximizing our clients' investments through expeditious permitting, on-time and on-budget project delivery, and designing a built environment that is well planned and aesthetically pleasing while adding value to the larger community.

By functioning as part of your team, B&N can respond quickly to shifting plans and changing priorities. Our experience with zoning and land-use regulations is essential to successful development. By making sound engineering recommendations, incorporating client feedback, and reacting quickly to keep the project on track, B&N respects the importance of time and money . . . in an industry where time *is* money.

Based on a clear understanding of client needs, our site civil engineering services typically begin with feasibility studies and a thorough analysis of natural and man-made characteristics of the property. Preliminary site plans include earthwork analyses and grading plans, street design, water and sewer system design, stormwater management, and BMP design. Special studies are conducted to analyze geotechnical and structural features. Our work is carefully coordinated with sensitivity to environmental considerations affecting the site.

B&N's expertise in site civil engineering encompasses the full range of project types: commercial, industrial, institutional, office, mixed-use, and residential. B&N's clients include local, state, and federal governments; learning institutions; planning districts; and developers, builders, and construction firms.

Services:

- Site Development
- Feasibility Studies and Property Analyses
- Preliminary Site Plans
- Sediment and Erosion Control
- Sewer and Water Systems
- Site Grading Plans and Earthwork Analyses
- Stormwater Management and BMP Design
- Geotechnical Engineering
- Street and Highway Design
- Structural Engineering
- Floodplain Studies
- Permit Processing

Representative Projects:

- Eastern Henrico Recreation Center
- Henrico East Health Clinic
- Deep Run III Parking Deck
- Innsbrook Central Business District Master Plan (POD)
- Innsbrook Comprehensive Stormwater Management Plan
- North Shore Commons
- Highwoods Distribution Center
- Capital One Complex – Innsbrook (The Knolls)

January 2, 2014

Mr. John Neal
Director of General Services
Henrico County
1590 East Parham Road
Richmond, VA 23228

**Subject: PPEA Proposal to Construct a 10,000 square foot Central
Precinct - Debarment & Qualification Statement**

Dear Mr. Neal,

Per the requirements of paragraphs 1.f. and 1.h. of the County of Henrico, Virginia Procedures for the Implementation of the Public-Private Education Facilities Act of 2002, dated March 23, 2004, please see the following:

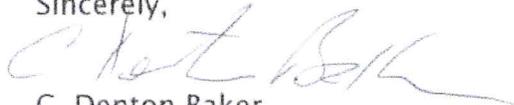
Neither the Firm nor any member of the firm is obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act.

Neither the Firm nor any member of the firm is currently debarred or suspended by any federal, state or local government entity.

The representative affirms for the past five years as to the following:

- No bankruptcy filings
- No liquidated damages
- No fines, assessments or penalties
- No judgments or awards in contract disputes
- No contract defaults or terminations
- No license revocations, suspensions, or other disciplinary actions
- No prior debarments or suspensions by a government entity
- No denials of prequalification, findings of non-responsibility
- No Safety incidents or findings
- No violation of any federal, state or local criminal or civil law
- No criminal indictments or investigations
- No claims filed by or against the firm.

Sincerely,



C. Denton Baker
Manager



January 2, 2014

Mr. John Neal
Director of General Services
Henrico County
1590 East Parham Road
Richmond, VA 23228

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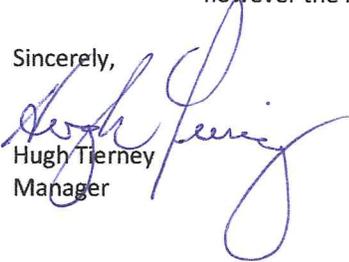
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- Hugh Tierney is an 18% owner and is the Managing Member of Suffolk Flex Partners, LLC. This company owns a 25,000 square foot office/service building that is in default on its mortgage, however the lender has taken no action as of this date.

Sincerely,


Hugh Tierney
Manager



RVA CONSTRUCTION
515 Hull Street
Richmond, VA 23224

P | 804 622 5852
F | 804 622 5854
rvaconstruction.com

January 2, 2014

Mr. John Neal
Director of General Services
Henrico County
1590 East Parham Road
Richmond, VA 23228

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Sincerely,
RVA Construction, Inc.

Matson L. Roberts, PE
President



**FREEMAN
MORGAN**
architects

January 2, 2014

Mr. John Neal
Director of General Services
Henrico County
1590 East Parham Road
Richmond, VA 23228

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Debarment & Qualification Statement*

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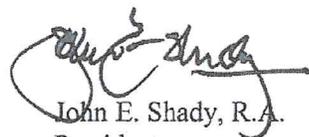
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Very Truly Yours,
FREEMAN & MORGAN ARCHITECTS



John E. Shady, R.A.
President

JES akhm

BURGESS & NIPLE

5101 Cox Road | Suite 150 | Glen Allen, VA 23060-9294 | 804.320.2667

January 2, 2014

Mr. John Neal
Director of General Services
Henrico County
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- No violation of any federal, state or local criminal or civil law
- No criminal indictments or investigations
- No claims filed by or against the firm.

Sincerely,



Deborah B. Lohmeier, PE
Vice President

2. Project Characteristics

a. Project

Description: The project includes a 4.2 acre site containing 50 parking spaces, landscaping, lighting and an entrance drive. The Building is 10,000 square feet of which 6,400 square feet is office and 3,600 square feet is garage. Please see the Site Plan, Floor Plan, Building Elevation and Project Specifications contained in the Confidential & Proprietary Information package. The Purchase contract for the property is contained on the attached disk.

b. County Work: None, except to review and approve plans in a normal and customary manner.

c. Permits &

Approvals: The following Permits and approvals will be required:

<u>Item</u>	<u>Submit By</u>	<u>Timeframe</u>
Lease/Purchase Contract (1)	March 1	2 months
Site Plan Approval	July 1	2 months
Building Permit	September 1	1 month

Note 1: The lease will be similar in form and content to the current lease for the Fair Oaks Precinct, which is contained on the enclosed disk.

d. Adverse Impacts: None anticipated

e. Positive Impacts: The project offers several positive impacts:

- Centralized location with multiple access points (Parham Road & Brook Road)
- Self-contained police facility allowing for the decentralization of services and resources.
- Reduced travel time & increased efficiency for officers assigned to the precinct.
- Fitness facility for police
- Geographical dispersion of emergency vehicles & equipment
- Garage area for storage of specialized vehicles.
- Stabilizing influence on the surrounding community
- Multi-million dollar investment in an economically stagnant area
- Approximately 50 – 70 construction jobs lasting 6 months.
- Approximately \$20,000 per year in Real Estate taxes
- Low-cost, efficient building
- Standard Commercial Construction at 25% less cost than sometimes excessive government standards.

- Rapid construction with six months for plans & permitting and six months for construction.
- Building has 100% back-up power and suitable for emergency operations.
- Convenient location for Community meetings

f. Schedule

<u>Item</u>	<u>Start Date</u>	<u>Timeframe</u>
Submit PPEA Proposal	1/10/14	
County PPEA Process	1/13/14	75 days
Lease Negotiation	4/01/14	30 days
Lease Notice & Approval	5/01/14	30 days
Site Plan Review (1)	6/15/14	45 days
Land Purchase	8/01/14	1 day
Building Plan Review	8/01/14	30 days
Construction	9/01/14	6 months
Certificate of Occupancy	3/01/15	
Tenant FF&E installation	3/01/15	2 months
Open for Business	5/01/15	

Note 1: Plans will be submitted prior to July 1, 2014 when the new Stormwater Management Regulations take effect.

g. Contingency

A disruption in the schedule that would cause the project to be significantly delayed is unlikely. Notwithstanding, the County's lease with their current Landlord (Virginia Center Commons) does not expire until June, 2014, and tenant could hold-over if the delay goes beyond that date.

h. Late Delivery

HPDC Partners, LLC will indemnify Henrico County for any actual expenses related to late delivery.

i. Assumptions:

Ownership – HPDC Partners, LLC will be the owner of the property until such time as the County chooses to exercise their purchase option.

Legal Liability – The County will have legal liability beginning with the start of FF&E installation.

Law Enforcement – The County Police will occupy the facility.

Operations – The property will be leased to the County. The County will directly pay for the following costs: security, data & communications, utilities and janitorial. The Landlord will pay for, but be reimbursed by the County for all other costs. All responsibilities by the Landlord will cease upon sale to the County.

Use Restrictions – The County may not hold detainees on the site or use the property for any substance abuse, sexual abuse, parole office or counseling, or other social welfare program. The property may be used for the normal and customary activities of a Police Precinct only. The property is subject to the Sovran Financial Corporation Villa Park Declaration of Protective Covenants dated September 10, 1987 and filed in Henrico County Deed Book 2098, page 573. The property is further restricted by Henrico County Ordinances for OS zoned properties. The Villa Park Covenants are contained on the attached disk.

- j. Partial Opening: Per the schedule, the property will be available for Tenant FF&E installation on March 1, 2015 and can be occupied at any time after that date.

3. Project Financing

a. Preliminary

Estimate:

The cost of the project is included in the Confidential and Proprietary package. The "Hard Cost" budget is provided by RVA construction and their sub-contractors. Land cost, design fees and transaction costs are by contract. Approximately 94% of the cost has been provided by related or 3rd party vendors.

b. Sources & Uses

of Funds:

Sources: Not more than 20% equity, and the remaining 80%+ bank loan. Lenders Preliminary Credit proposal is included in the Confidential & Proprietary information package.

Uses: 100% for the project and by the following Quarterly Schedule:

<u>Use</u>	<u>Quarter / Year</u>	<u>%</u>
Pre-development & PPEA	1Q/14	2
Legal and Design	2Q/14	5
Land Acquisition	3Q/14	10
Construction	4Q/14	30
Construction	1Q/15	25
Construction	2Q/15	28

c. Assumptions:

There are no other major financial assumptions to the plan.

d. Risk Factors:

There are three risk factors: Construction, Interest Rate and Inflation Risk. The time period for the project is so short that these factors are unlikely to pose a significant threat to the project. A Level 1 Environmental Site Assessment and title search will be complete within 45 days, however an existing Level 1 ESA, Title Report and Soil Report prepared in 2000 are available on request. Existing reports all indicate acceptable conditions.

e. Government

Resources:

No Federal or State resources are contemplated for the project. The proposed Lease / Purchase terms and Operating Expenses are included in the Confidential and Proprietary information package.

During the lease period, if any, the lease cost will be borne by the County. Operating Costs are either paid directly by the County or paid by the Owner and reimbursed by the County. At such time as the County exercises its purchase option, the County will assume responsibility for all operating costs.

4. Project Benefit and Compatibility

a. Community

Benefits: Centralized location with easy access to the community.
Substantial Police presence in the community.
Reduced travel time & efficiency for officers assigned to the precinct.
Fitness facility for police
Geographical dispersion of emergency vehicles & equipment
Stabilizing influence on the surrounding community
Multi-million dollar investment in an economically stagnant area
Approximately 50 – 70 construction jobs lasting 6 months.
Timely (1 year) delivery of the building
Approximately \$20,000 per year in Real Estate taxes (while leased)
Low-cost, efficient building
Building has 100% back-up power and suitable for emergency operations.
Approximately \$1.7 million in subcontracts for Virginia subcontractors, the majority will be from the Richmond Metro area.
Convenient location for Community meetings

b. Support &

Opposition: It is anticipated that there will be both widespread public and governmental support. To the best of our knowledge, there is no public or governmental opposition.

c. Public Relations: This is a small project and is not expected to generate much interest from the public, the business community or other government entities, except as there may be some curiosity as to the PPEA arrangement as it is so rarely used. HPDC Partners, LLC will communicate with any of the aforementioned groups as the need arises. It is assumed that most inquiries will be directed to Henrico County.

d. Economic

Development: As a small project, the project has only a minor, positive economic impact.

e. Area

Compatibility: The use of the property is consistent with the current zoning, and the Comprehensive Plan. To the best of our knowledge, the project has no current impact on the infrastructure or Capital Improvement Plans.