



Preservation Trust Fund Public Access Grant Application

Visit vof.org/go for more info.Submit questions and completed application to grants@vof.org.

Applicant Information

Applicant name

Partner organization (*required if applicant is not state/local govt.*)

Contact person

Phone number

Email address

Mailing address

Type of applicant/ partner organization	Individual	Non-profit*	Local	State	Regional
	Tribal	VOF	Other		

**If you are a registered non-profit, provide documentation that you are registered and in good standing with the State Corporation Commission. The URL of the organization's SCC Business Entity Details page will suffice: <https://sccfile.scc.virginia.gov/Find/Business>*

Project Information

Project name

Project location (street address, tax map parcel number, lat/long, or UTM)

Grant funding request (min. request \$10,000; past grants have averaged \$100,000)

Would you like to be considered for any other VOF grant program if eligible? Yes No

A real estate interest must be conveyed to VOF or a local government to be eligible for PTF funding. Such interest could include ownership, an easement, a right of way, or a lease. Please select which will be used in this project:

Fee-simple acquisition (ownership)

Open-space easement

Right of way (such as trail)

Lease (minimum 5 years)

Unsure (*VOF can work with you to determine the best tool*)

Project Summary

Provide a summary description of this project. (150 words or less)

Public Access Characteristics

Calendar

The project site will be open to the public daily (excluding nights/holidays).

The project site will be open to the public at least 75% of the year.

The project site will be open to the public 50-75% of the year.

The project site will be open to the public less than 50% of the year.

Additional information:

Area

100% of the project site will be open to the public.

At least 75% of the project site will be open to the public.

At least 50% of the project site will be open to the public.

Additional information:

Accessibility (select all that apply)

The project site is accessible by foot, bike, scooter, etc. (connected to sidewalk or an existing public park).

The project site is accessible by public transportation.

The project site has public parking.

Additional information:

Plan Alignment

Indiciate which of the following plan goals the project supports (select all that apply)

Local comprehensive plan or master plan	Date of plan:	Page #
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Regional plan	Date of plan:	Page #
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Virginia Outdoors Plan	Date of plan:	Page #
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Use the space below to briefly describe any other plans that support this project:

Project Description

Describe the project site. Include the size of the parcel and a description of the current conditions. Is it a recreational, scenic, cultural, historic resource or a significant landscape feature? Will it protect a recreational, scenic, cultural, historic resource or a significant landscape feature?

Is this project part of a larger movement (e.g. have other projects of a similar nature happened near this one? Is this one of many that are ongoing in this area?

How will this area be managed in the future?

Community Description

Describe the need for this project and its importance to the community. Address how this project will better serve the community. If the community is considered underserved, please describe how.

Describe the support this project has from the community. Please attach documentation like letters of support.

List any partners or partnerships related to this project. These do not have to be groups that are financially invested in the project, just those that participate or help with any aspect of the project. Please briefly describe their involvement.

Provide any other information about this project that makes it unique/special. If the area has special significance to the community, please describe it here.

Schedule

Describe the timeline/plan of work for this project. Include who is expected to do the work and when. Work that has already been completed toward the project should be mentioned here.

Budget

Total cost of the project: \$

Amount requested from PTF: \$

Amount requested from other funding sources: \$

Explain the budget for this project. Include any additional funding from partners, grants, volunteer hours, or materials or services donated.

Explain if the grant funding is a key component to getting the project started or completed.

Address how reduced funding would impact the scope of the project. Please address viability and scope at 75% and 50% of the requested funding.

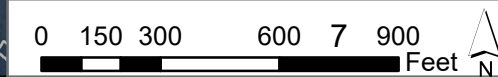
ATTACHMENTS

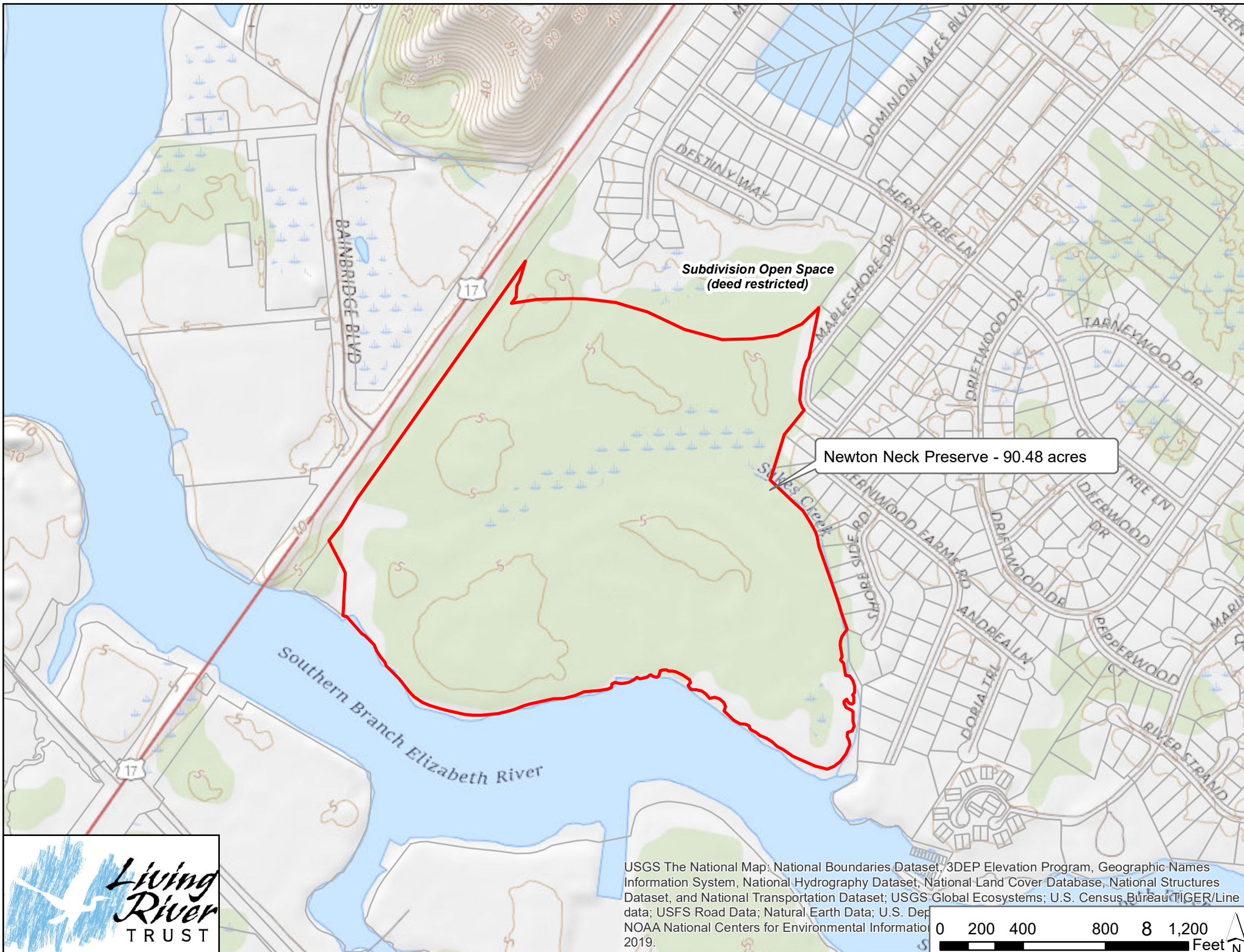
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Subdivision Open Space
(deed restricted)

Newton Neck Preserve - 90.48 acres





Subdivision Open Space
(deed restricted)

Newton Neck Preserve - 90.48 acres

Southern Branch Elizabeth River



USGS The National Map; National Boundaries Dataset; 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Dep NOAA National Centers for Environmental Information 2019.

0 200 400 800 8 1,200 Feet



Photo 1. Parts of the landscape is composed of mixed-aged tree stands. Depicted here is a stand with mature hardwoods in the over story and young pines in the mid-story.



Photo 2. Extensive shoreline along the Southern Branch of the Elizabeth River and Sykes Creek includes healthy tidal wetlands consisting of *Spartina alterniflora*.



Photo 3. Another view of the shoreline shows the dense forest that covers the property.



Photo 4. A view of typical upland area of the property with mixed-aged tree stands.



Photo 5. The property (to the right of the bridge) is highly visible from Dominion Boulevard and easily accessed by the existing road network.



Photo 6. Another view of the shoreline along the Southern Branch of the Elizabeth River with Dominion Boulevard and the Veterans Memorial Bridge in the background.

RESOURCE ASSOCIATES, INC.

Real Estate Appraisers, Analysts & Administrators

October 31, 2020

Mr. Marc Vann
Southport Land Corporation
22 Collins Creek
Greenville, South Carolina 29607-3727

Via Electronic Mail

RE: Preliminary Valuation Estimate Of:
A Proposed Conservation Easement
On 90.5 Acres, More Or Less
Fronting the Terminus of Bainbridge Point
Off U.S. Route 17 {Dominion Boulevard}
Chesapeake, Virginia

Dear Mr. Vann:

At your request, we have reviewed the pertinent information regarding the physical and legal aspects of the captioned property and have completed our cursory research in an effort to arrive at a preliminary value estimate of a proposed conservation easement on the 90.5 acres of industrial land on the Elizabeth River in south Chesapeake. Our preliminary estimates include a value of the property "before" the imposition of the easement, a value of the property "after" the imposition of the easement, and subsequently, the value of the proposed conservation easement.

The Southport Land Corporation site covers 90.5 acres and has 41.4 acres of net uplands per wetland delineation studies completed in 2016. Buildable/Marketable site area for valuation purposes will be 50 acres, factoring in necessary filled area for the site entrance and a 10% allocation of net uplands as green/open space for new industrial uses in Chesapeake. The site has 3,000 feet on the Elizabeth River {maintained Intercoastal Waterway channel}, 1,900 feet on Sykes Creek. The site is mostly level and a mix of mature pines/hardwoods. The buildable uplands are irregularly shaped, and the shoreline is not improved or stabilized. It is assumed that minor utility extensions off Bainbridge Point will be required. All but a small site area are in a 100 year flood plain. Emergency access appears possible via a few roads in adjacent subdivisions. The site is zoned M-1, Light Industrial, less favorable relative to M-2 and M-3 designations {light and heavy industrial}. The highest and best use is speculative industrial development, consistent with development along the southern and other branches of the Elizabeth River.

Mr. Marc Vann
Southport Land Corporation
October 31, 2020
Page 2

Our preliminary research indicates the "before" value of the 90.5 acres is in the range of \$2,750,000 to \$3,000,000. This range of value is based on a net marketable site area for speculative industrial use of 50 acres and a value range of \$55,000 to \$60,000 per acre. The per acre figures do factor in modest value assigned to the non-buildable, wetland areas.

Our knowledge of the market area and the review of several {developed} light and heavy industrial site sales on the Elizabeth River in Chesapeake and Norfolk support this "before" value estimate. Most of the developed, second/third generation river front industrial sites in the market are priced from \$80,000 to \$150,000 per acre and range from 10 to 55 acres in net/buildable site area. These sites have superior Elizabeth River access {scope of frontage, channel depths, river width, stabilized shorelines}, superior direct access, superior rail spur access, superior heavy industrial zoning {M-2 or M-3} and superior, developed uplands that require no additional wetland mitigation. Three recent sales have occurred along Bainbridge Point near the subject {Allen Myers, Luck Stone & Calcagni Recycling}.

Given the characteristics of the captioned property and our preliminary knowledge of the proposed restrictions that will most likely be included in any conservation easement, our research indicates that the post-easement or "after" value of the 90.5 acres is in the range of \$450,000 to \$900,000. These values equate to a range per acre of \$5,000 to \$10,000. Park, preserve and related uses are considered optimal.

Based on a mid-range "before" value estimate of \$2,875,000 {\$57,500 per acre} and a mid-range "after" value estimate of \$375,000 {\$7,500 per acre for 50 net acres}, the preliminary value estimate of the proposed conservation easement approximates \$2,500,000 or \$50,000 per net acre.

Assuming an easement value of \$2,500,000, the Commonwealth of Virginia would consider issuing tax credits equal to 40% of this amount which is \$1,000,000. These tax credits are a marketable commodity, and the tax credits have been selling for approximately 80 cents on the dollar, factoring in expenses of creation and sale fees. If the tax credits totaled \$1,000,000, we believe it is realistic to think they will generate approximately \$800,000 in net cash. Of course if the tax credits are fully utilized by you personally, minimal discounts apply.

You will also have legal, appraisal, donation agency and other fees which we have not included in the estimates of base tax credits or net credit sale proceeds. In addition, there is a Federal tax deduction in which a percentage of the easement value can be used over a number of years. We suggest you consult with your accountant on all matters regarding the donation of a conservation easement.

Mr. Marc Vann
Southport Land Corporation
October 31, 2020
Page 3

This preliminary value estimate has been provided only as a guide to assist you in your "due diligence" with regard to moving forward with the conservation easement. This preliminary value estimate also serves as a preliminary "reliance" letter for any bank(s) that may be a Note Holder under a Deed of Trust. Any Note Holder will need to join in the conveyance of any conservation easement and further agree that the lien shall be subject to the conservation easement.

While we have put forth our best effort to arrive at the preliminary value estimates, please be advised that we have NOT completed all of the necessary research or reviewed any of the final drafts of the conservation easement. Our research, along with the restrictions in the easement, could produce information that would cause us to change our opinion of values.

The appraisal fee for this type of assignment generally runs in the range of \$5,500 to \$6,000. Should you decide to proceed with the easement, we will work closely with your attorney and the easement holder and will plan to have the completed appraisal ready as of the date of recording of the conservation easement.

We trust this information is helpful, and we look forward to working with you on the proposed conservation easement. If we can provide any further assistance in your review, please do not hesitate to give us a call.

Respectfully submitted,



Lawrence F. Sheffer
Certified General Real Estate Appraiser
4001 002977

Federal Tax ID #54-1637262



Michael J. Simerlein
Certified General Real Estate Appraiser
4001 003126

NEWTON NECK PROJECT TITLE REPORT

1. TAX ASSESSOR'S MAP/PARCEL NO.: 0350000000800

2. PROPERTY ADDRESS: Dominion Blvd., North

3. PROPERTY OWNER: Southport Land Corporation

4. PROPERTY DESCRIPTION:

All that certain tract, piece or parcel of land, situate, lying and being in Washington Magisterial District, in the County of Norfolk, in the State of Virginia, on the Northeasterly side of the Southern Branch of the Elizabeth Rive, together with the riparian rights appertaining to the same, and together with all other appurtenances appertaining thereto, bounded on the Northerly side by the land now or formerly belonging to W.W. Hall, on the Easterly side of the land formerly that of Harry Wright, later the property of J. W. Murphy, on the Southerly side of the Southern Branch of the Elizabeth River, and on the Westerly side by the land now or formerly that of Francis Richardson, the said tract of land being formerly known as the Robert Sykes Tract, and being shown on the plat and survey of the same, made by W. T. Zepp, C.E., returned with the Report of George Pilcher, Commissioner in Chancery, in the said cause, and filed with the papers of the said cause, containing according to the said plat and survey seventy-eight and seven one hundredths (78.07) acres of land.

Save and except:

a. Conveyance to the Commonwealth of Virginia for Route 166, State Highway Project, recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 1326, Page 230, and as shown on plat recorded in State Highway Book 2, Page 122.

b. Certificate of Take to the Commonwealth of Virginia for Route 104, State Highway Project, recorded in the Clerk's Office of the Circuit court of the City of Chesapeake, Virginia in Deed Book 1388, Page 390, and as shown on plat recorded in State Highway Book 2, Pages 237, 238, 239 and 240.

5. SOURCE DEED:

Deed from Robert W. Mallet, Special Commissioner, to Southport Land Corporation, dated April 20, 1929 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 587, Page 130.

6. DEEDS OF TRUST: NONE

7. UTILITY EASEMENTS:

Drainage/Access Easement to the City of Chesapeake, Virginia, dated September 23, 2008 and recorded December 2, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 7656, Page 383 and as shown on plat recorded in Map Book 152, Page 35.

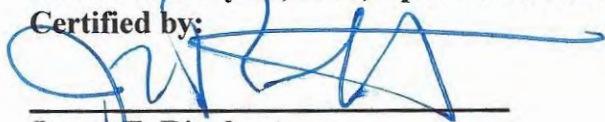
Tax Parcel 035000000000
Newton Neck Project
Page 2

8. JUDGMENTS, UCC'S OR FINANCING STATEMENTS: NONE

9. OTHER TITLE EXCEPTIONS: NONE

Date: February 23, 2011, Updated November 6, 2020

Certified by:



James E. Rinehart

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Southport Land Corporation Newton Neck Property

Unaddressed Parcel Adjacent to the Dominion Boulevard Veterans Bridge
Chesapeake, VA 23323

Tax Parcel Number 0350000000800



For

City of Chesapeake
c/o Public Works Department
306 Cedar Road
Chesapeake, Virginia 23322

By



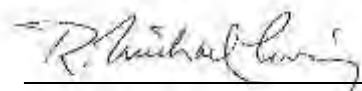
Bay Environmental, Inc.
648 Independence Pkwy, Suite 100
Chesapeake, Virginia 23320

December 8, 2020

Professional Statement

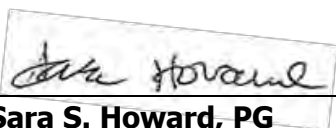
"We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312" and "we have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

To the best of our knowledge environmental due diligence was performed in accordance with the applicable ASTM Standards, all known information on environmental conditions has been disclosed, and the information presented to the City of Chesapeake is complete and truthful to the best of our knowledge. The report is intended to be used and relied upon by the City of Chesapeake. To the best of our knowledge the Property is suitable for residential or public use and the Property does not represent a significant risk to human health and the environment.



R. Michael Ewing

Qualified Environmental Professional



Sara S. Howard, PG

Qualified Environmental Professional

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1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was completed on an unaddressed 73.6-acre parcel located at the northeast corner of the Veterans Bridge on Dominion Boulevard South in the Washington Borough of Chesapeake, Virginia (Tax Parcel Number 0350000000800) (the "Property"). The Property is predominantly a densely wooded area, with scattered drainages running throughout the site, particularly along an east-west transect across the center of the Property. Tidal wetlands extend across the southern border of the site (north shore of the Elizabeth River Southern Branch) and along most of the eastern boundary (Sykes Creek). There are no structures on the site. The Property is being transferred to the City of Chesapeake as part of a land conservancy program and for future recreational use.

This Phase I ESA has been performed by Bay Environmental, Inc. in conformance with the scope and limitations of ASTM Practice E 1527-13 on the above referenced Property in Chesapeake, Virginia. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report.

This assessment has revealed no evidence of Recognized Environmental Conditions, Controlled Recognized Environmental Conditions or Historical Recognized Environmental Conditions in connection with the Property.

The environmental condition of the Property appears to be appropriate for residential and public use and the Property is not believed to represent a significant risk to human health and the environment.

2.0 INTRODUCTION

2.1 Purpose/Scope of Services

Bay Environmental was contracted by the City of Chesapeake to complete a Phase I ESA on the above referenced property in Chesapeake, Virginia (Vicinity Map, Appendix A). The Phase I ESA has been completed in general accordance with the American Society of Testing and Materials (ASTM) Standard E 1527: *Standard Practice for Environmental Site Assessments* (2013).

Unless a different purpose is stated under "Section 2.4 User's Responsibilities:" The purpose of this Phase I ESA is intended to permit a *user* to satisfy one of the requirements to qualify for the *innocent land owner*, *contiguous property owner*, or *bona fide prospective purchaser* limitations on CERCLA liability that is, the practice that constitutes *all appropriate inquiries* into the previous ownership and uses of the Property consistent with good commercial and customary practice. This investigation included an examination of the Property and a review of records to determine if there were any RECs, as defined by ASTM E-1527-13, which would create environmental liability or limit the use of the Property.

The term "recognized environmental conditions" is defined in ASTM Practice E 1527-13 at Section 1.1.1 as:

"the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

Additionally, the purpose of the Phase I ESA, in accordance with Section 16-106.B.3.h of the Chesapeake City Code, is to ascertain whether the Property represents a significant risk to human health and the environment and whether the environmental condition of the Property is suitable for residential or public use.

2.2 Limitations and Exceptions

Flooded, marshy areas of the Property, particularly along the eastern and southern sides, were not accessible for inspection. Adjacent properties were viewed from the Property and public thoroughfares. A thorough inspection of these properties was precluded by lack of access.

Business risk items, such as radon, lead based paint, asbestos, cultural and historic resources, wetlands, and mold, which are not a standard part of an ASTM Phase I ESA, were not included **in this investigation unless specifically discussed as a "Non-Scope ASTM Item."**

An evaluation of regulatory compliance was not included in the scope of this investigation.

No sampling or testing (for example water, soil, building materials, or air) was conducted during this Phase I ESA.

Per- and Polyfluoroalkyl Substances (PFAS) are not currently regulated by CERCLA as hazardous substances. Therefore, they are outside the scope of a Phase I ESA and are not included in the scope of this report.

2.3 Data Failure and Data Gaps

Aerial photographs were not reviewed for the years between or prior to the dates listed in this report. Review and description of these historical documents represents the best interpretation of the environmental professional. This is not believed to be a significant data gap.

Fire insurance maps were not available for this area of Chesapeake. This is not believed to be a significant data gap, as there are other historical sources.

Past property owner(s) were not interviewed because the current owner, Southport Land Corporation, has owned the Property since April, 1929. This is not believed to be a significant data gap as historical records appear to show that the site remained essentially unchanged over this 90+ year period.

The Property could not be researched back to first developed use as the 1937 photograph (the oldest historical source) depicted the Property as undeveloped, wooded land.

2.4 User's Responsibilities

According to ASTM Standard E-1527-13, the "user" of this report should provide the following information:

- Provide chain of title information with environmental liens and activity or use limitations
- Provide information to the environmental professional if the user has specialized knowledge or experience relevant to RECs in connection with the Property
- Provide information to the environmental professional if the user has actual knowledge relevant to RECs in connection with the Property
- Provide information to the environmental professional if the user has knowledge of a lower purchase price due to hazardous substances or petroleum, if applicable
- Provide information to the environmental professional if the user has commonly known or reasonably ascertainable information relevant to RECs in connection with the Property
- Degree of obviousness of releases or threatened releases at the Property and the ability to detect releases or threatened releases by appropriate investigation
- Provide reasoning to the environmental professional for the purpose of the Phase I ESA.

The user of this report has provided most of this information through the User Questionnaire included in Appendix D. Specifically, the City of Chesapeake provided the User Questionnaire completed by Jean Rella, Right of Way Agent for the City of Chesapeake, and a Title Report.

3.0 SITE INSPECTION

3.1 Methodology

Michael Ewing of Bay Environmental inspected the Property on November 18, 2020. The Property was inspected by walking throughout the interior of the Property; marshy areas along the eastern and southern sides were not accessible. Adjacent properties were only viewed from the Property and public thoroughfares.

3.2 General Site Information

Table 1 below summarizes general information regarding the Property and surrounding properties. Figure 2 (Appendix A) and Photographs 1 - 5 depict the Property.

Table 1: Property Information.	
Property Location	
The Property is an unaddressed, 73.6 acre parcel along Dominion Boulevard South, adjacent to the northeast corner of the Veterans Bridge, in the Washington Borough of Chesapeake, VA	
Current Use(s) of Property	
Undeveloped, wooded land	
Past Use(s) of Property	
Aerial photographs indicate that the site has been undeveloped since at least 1937.	
Current Use(s) of Adjoining Properties	
North	Residential
South	Elizabeth River Southern Branch
East	Sykes Creek and residential
West	Dominion Boulevard Veterans Bridge corridor and commercial businesses

Table 1: Property Information (cont.)	
Past Use(s) of Adjoining Properties	
Undeveloped, wooded land, residential and commercial/industrial uses	
Surrounding Area Uses	
Dominion Blvd. right-of-way, undeveloped wooded parcels, residential and commercial/industrial	
Description of Property Improvements	
Structures	There are no structures on the site.
Roads	The Property can be accessed from the west at the south terminus of Bainbridge Boulevard.
Sewage Disposal/Septic Systems	N/A
Water Source	N/A
Heat Source	N/A
Interior Drains or Sumps	N/A
Pits, Ponds, or Lagoons	N/A
Wastewater	N/A
Wells	N/A
Other	N/A



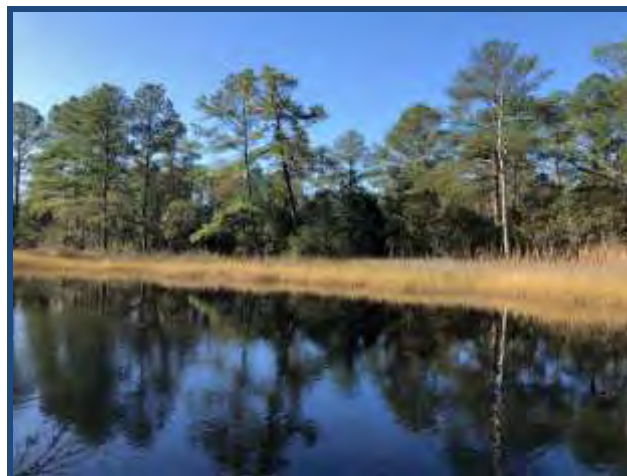
Photograph 1: Representative view of a wooded area of the Property.



Photograph 2: Representative view of a drainage feature in the interior of the Property.



Photograph 3: West side of the Property looking north and south along the Veterans Bridge.



Photograph 4: East side of the Property as viewed looking west across Sykes Creek.

3.3 Site Inspection and Recognized Environmental Conditions

Bay Environmental inspected the Property with regard to potential RECs. Table 2 lists the items inspected; a narrative of the findings follows.

Table 2: Visual Inspection Checklist.		
	On-site (check for yes)	Off-site (check for yes)
Hazardous Substances and Petroleum Products in Connection with Identified Uses		
Aboveground Storage Tanks (ASTs)/Fill-Vent Lines		
Underground Storage Tanks (USTs)/Fill-Vent Lines		
Odors		
Pools of Liquid		
Drums		
Containerized Materials		
Hazardous Substances and Petroleum Products <u>not</u> in Connection with Identified Uses		
Unidentified Substance Containers		
Potential PCB Containing Equipment		
Stains or Corrosion Inside the Building		
Stained Soil or Pavement		
Stressed Vegetation		
Solid Waste	✓	
Other Hazardous Substances and/or Petroleum Related Items		

No items were observed on-site or off-site that represent RECs.

Other on-site observations:

- Miscellaneous non-hazardous solid wastes (e.g. scrap metal, used tires, vehicle parts, etc.) were observed in the woods near the west side of the Property (see Photograph 5). No further assessment of this condition is believed to be warranted, although it is recommended that these materials be removed and disposed of properly.



Photograph 5: Representative views of discarded solid wastes observed on the Property.

3.4 Chapter 17 PFM Potential Jurisdiction Items

Bay Environmental, Inc. reviewed the Property with respect to items discussed as potential jurisdiction items in Chapter 17 of the Public Facilities Manual. No on-site or off-site RECs were identified within the 1/10 mile search.

The following items were not observed during site reconnaissance or research of the Property or adjacent parcels:

- Releases such as spills of hazardous materials or petroleum
- CERCLA investigations
- CERCLA or NPL listing
- Significant petroleum or oil releases
- RCRA permits
- Other environmental permits
- Enforcement actions
- **Dumping meeting the "Open Dump" criteria**
- Waste generation
- Beneficial re-use of waste
- Immediate risk of impacts
- Impacts to water resources

Other waste activity was observed during the site visit in the form of nonhazardous solid wastes discarded on the Property. Refer to Section 3.3, above.

4.0 RECORDS REVIEW

4.1 Regulatory Database Review

Information from federal and state database records was obtained from Environmental Data Resources, Inc. (EDR). See Appendix B for complete database details.

Table 3: Federal Database Listings Having Potential Impacts to the Property.	
Database (A-H) and Listings (1, 2, etc.)	ASTM Minimum Search Distance / Listing Distance
A. National Priorities List	1.0 mile
NONE FOUND	
B. Delisted National Priorities List	0.5 mile
NONE FOUND	
C. SEMS and SEMS-ARCHIVE (formerly CERCLIS & CERCLIS NFRAP)	0.5 mile
NONE FOUND	
D. RCRA CORRACTS List	1.0 mile
NONE FOUND	
E. RCRA non-CORRACTS TSD List	0.5 mile
NONE FOUND	
F. RCRA Generators List	Property and Adjoining Properties
NONE FOUND	
G. Institutional Control/Engineering Control Registries	Property Only
NONE FOUND	
H. Emergency Response Notification System (ERNS)	Property Only
NONE FOUND	

Note – The properties listed in this table are those Bay Environmental has deemed as having potential for impact(s) to the subject property. Please see Appendix B for a complete listing of properties within the minimum search distance. Please also see Appendix B for definitions of acronyms.

Based upon the Federal database review, no federally listed facilities exist within the minimum search distances.

Table 4: State Database Listings Having Potential Impacts to the Property.	
Database (A-I) and Listings (1, 2, etc)	ASTM Minimum Search Distance / Listing Distance
A. State Equivalent of NPL	1.0 mile
Virginia does not have a program that is a state equivalent of NPL	
B. State Equivalent of CERCLIS	0.5 mile
Virginia does not have a program that is an equivalent of CERCLIS	
C. Solid Waste Landfill/Disposal Site	0.5 mile
NONE FOUND	
D. Leaking Underground Storage Tank (LUST)	0.5 mile
Several cases, but none that are deemed to represent a potential for significant impairment to the Property	
E. Registered Underground Storage Tank (UST)	Property and Adjoining Properties
NONE FOUND	
F. Institutional Control/Engineering Control Registries	Property Only
NONE FOUND	
G. Voluntary Remediation Program (VRP)	0.5 mile
NONE FOUND	
H. Brownfield Sites	0.5 mile
NONE FOUND	
I. Spills	Property Only
NONE FOUND	

Note – The properties listed in this table are those Bay Environmental has deemed as having potential for impact(s) to the subject property. Please see Appendix B for a complete listing of properties within the minimum search distance. Please also see Appendix B for definitions of acronyms.

A review of the State database revealed fifteen LUST cases within the minimum search distances of the Property. None of these listings were associated with the Property or on parcels immediately adjacent to the Property. All of the LUST cases have been closed by the Virginia Department of Environmental Quality (DEQ) and none are for sites up-gradient from the subject Property. Therefore, no further assessment is believed to be warranted.

4.2 Historical Use Records

4.2.1 Fire Insurance Maps

Based on a review of Sanborn Fire Insurance Maps by Environmental Data Resources (EDR), no coverage of the area is available for this Property (Appendix C).

4.2.2 Aerial Photographs

Aerial photographs reviewed for this Phase I ESA were obtained from Google Earth for the years 2019, 2015, 2010, 2005, 1994 and 1990 and the Hampton Roads Planning District Commission for the years 1937, 1949, 1958, 1964 and 1981 (Appendix C). A summary of findings is as follows:

Table 5: Aerial Photographs Review Summary.		
Year	Location	Description of Properties
2019 - 2010	Within the Site	Similar to the time of the site visit (undeveloped wooded land)
	North	Similar to the time of the site visit (wooded land and residential)
	East	Similar to the time of the site visit (residential)
	South	Similar to the time of the site visit (Elizabeth River Southern Branch)
	West	Similar to the time of the site visit (Dominion Blvd, wooded land and some commercial/industrial properties)(note: the Veterans Bridge was not constructed at the time of the 2010 photograph)
2005 - 1964	Within the Site	Similar to the time of the site visit
	North	Undeveloped, wooded land
	East	Similar to the time of the site visit
	South	Similar to the time of the site visit
	West	Similar to the time of the site visit
1958 - 1937	Within the Site	Similar to the time of the site visit
	North	Undeveloped, wooded land
	East	Undeveloped, wooded land
	South	Similar to the time of the site visit
	West	Mostly wooded land; Dominion Blvd not yet built, but Bainbridge Blvd bordered the SW corner of the Property; some commercial/industrial properties across Bainbridge Blvd.

Based upon the historical aerial photographs review, it appears that the Property has been undeveloped wooded land since at least 1937. Residential development to the east began between 1958-1964 and to the north between 2005 and 2010. Commercial and/or industrial properties to the west and southwest were apparent throughout the 80+ year series of aerials reviewed. The construction of Dominion Boulevard along the west boundary of the Property was completed between 1958 and 1964; the Dominion Boulevard Veterans Bridge was visible in the 2015 aerial (the City of Chesapeake's web site indicates that the bridge was opened in December, 2014). No RECs were identified through the aerial photograph review.

4.2.3 Tax Files

Based on a review of title records provided by the City of Chesapeake Public Works Department, Tax Parcel Number 0350000000800 is owned by Southport Land Corporation, who purchased the Property in April 1929.

4.2.4 Recorded Land Title Records

A chain of title for each of the tax parcels was provided by the City of Chesapeake Public Works Department. No RECs were identified through the title information review. The chain of title is in Appendix C.

4.2.5 Building Department Records

Building department records were not reviewed as there are currently no structures on the Property or evidence of structures previously on the Property.

4.2.6 Zoning/Land Use

Zoning information obtained from the City of Chesapeake indicates that the Property is zoned M1, Light Industrial District.

4.2.7 Street Directories

The subject Property does not have a physical street address, thus a city street directory review was not conducted.

4.3 Physical Setting Sources

4.3.1 Topographic Map

A review of the *Norfolk, Virginia* topographical map (USGS, 1989) was conducted. The review revealed that the Property is approximately 5-10 feet above sea level. The Property appears to drain to the south toward the Elizabeth River Southern Branch and/or southeast toward Sykes Creek, a tributary of the Elizabeth River.

4.3.2 Geologic Map

The Property is located within the Coastal Plain Physiographic Province of Virginia. A review of the *Geologic Map and Generalized Cross Sections of the Coastal Plain and Adjacent Parts of the Piedmont, Virginia* (Mixon and Others, 1989) revealed that the site has been mapped as the Lynnhaven Member of the Tabb Formation, an upper Pleistocene pebbly and cobbly, fine to coarse gray sand grading upward into clayey and silty fine sand and sandy silt.

4.3.3 Groundwater Map

A review of the *Groundwater Map of Virginia* (Virginia Water Control Board, 1985) revealed that the Property lies within the Coastal Plain Ground Water Area. This area is composed of unconsolidated sediments of Cretaceous to recent age overlying a bedrock basement. The sediments thicken eastward from a featheredge at the Fall Zone to 7,000 feet along the

coastline. Sediments dip gently eastward and are subdivided into four major aquifers from the land surface downward. The Aquifers are separated by confining beds, which restrict but do not prevent vertical flow of groundwater.

4.3.4 Soil Survey Map

The USDA Natural Resource Conservation Service reports that the Property consists of eleven different soil series. Munden fine sandy loam was the predominant soil type in the northern half of the site and Wando loamy fine and Psammments (a soil type generally consisting of unconsolidated sand deposits) dominated the southern half of the Property. A complete soil map and list can be found in Appendix A.

4.4 Previous Environmental Studies on an Adjoining Parcel

Records received from the City of Chesapeake via a Bay Environmental FOIA request for a different project referenced the following historical previous environmental reports for a parcel adjoining the subject Property:

- *Anne Brock Walker Trust Property, Phase I Environmental Site Assessment Report*, Stokes Environmental Associates, Ltd., January 15, 2007. Stokes Environmental Associates performed a Phase I ESA of the “Anne Brock Walker Trust Property”, a 24.1 acre site that adjoined the subject Property along the northern boundary. The investigation found no evidence of RECs in connection with the site and concluded that no further assessment of the property appeared to be warranted. However, the Phase I ESA did note the presence of a CDD landfill (Higgerson-Buchanan) directly across Dominion Boulevard from the target property, but opined that tidal ditches along both sides of the Dominion Boulevard corridor would prevent “migration [of contaminants] between the landfill and the subject site”. The Stokes report concluded that further assessment “is needed in order to characterize concerns related to this landfill.”
- *Anne Brock Walker Trust Property (aka Dominion Forest Subdivision), Revised Phase II Site Assessment Report*, Stokes Environmental Associates, Ltd., October 22, 2007. Stokes Environmental Associates performed a Phase II ESA of the Anne Brock Walker Trust Property to further assess the potential impacts of the Higgerson-Buchanan CDD landfill to the subject Property. The findings of this investigation indicated that any potential migration of organic contaminants, heavy metals, dust or odors from the landfill did not represent a significant risk to human health or the environment and that the subject property appeared to be suitable for (proposed) residential development.

Executive Summaries from the Dominion Forest Subdivision Phase I and Phase II reports are included in Appendix C.

4.5 Chesapeake Haz-Mat GIS Inventory

The City of Chesapeake Public Works Department provided information from their Haz-Mat GIS inventory. This information revealed a comprehensive Environmental Assessment (EA) covering a larger area of the Dominion Boulevard corridor and three previous Phase I/II Environmental Site Assessments on the subject Property and an adjacent property:

- *Dominion Boulevard/US 17 Improvement Project Environmental Assessment*, U.S. Department of Transportation, Federal Highway Administration and Virginia Department of Transportation, August 15, 2008. This joint federal/state EA was part of a study looking at alternatives for widening the Hwy. 17 corridor and constructing a new Dominion Boulevard bridge over the Intracoastal Waterway. The total length of the area covered by the EA was 5.9 miles, including the western boundary of the subject Property. Most of the potential environmental consequences considered in this EA were outside of the scope of a Phase I site assessment; however, the investigation found no RCRA sites or evidence of USTs in that portion of the Hwy. 17 corridor that was contiguous with the subject Property or parcels adjoining the subject Property. The study determined that a nearby CDD landfill (see Section 4.4 above) would not be within the area proposed for widening US 17. No further review of this EA is recommended.
- *Phase I Environmental Site Assessment, Fernwood Farms Property, 100 Fernwood Farms Road, Chesapeake, VA.*, ECS Mid-Atlantic, LLC, September 9, 2011. This ESA was conducted on a 3.8 acre parcel adjacent to the southeast corner of the subject Property, across Sykes Creek. No RECs were specifically identified in this assessment, although a significant petroleum release on the adjoining property to the north was documented in the report.
- *Phase II Environmental Site Assessment, 100 Fernwood Farms Road, Chesapeake, VA.*, Bay Environmental, Inc., December 27, 2011. This Phase II investigated further the heating oil release documented in the ECS Phase I report (see previous item). Bay Environmental found low levels of TPH and VOCs in soil samples and recommended that the Phase II report be submitted to the Virginia DEQ for further review, although it was unlikely that the regulatory agency would require any further assessment. In addition, Bay Environmental concluded that the contaminants detected represented a minimal risk to human health since the impacted area was in a resource protection buffer zone that would limit exposure from disturbance of the subsurface environment. No further review of this Phase II is believed to be necessary.
- *Phase I Environmental Site Assessment, Parcel 0350000000800, 5541 Bainbridge Boulevard, Chesapeake, VA.*, McCallum Testing Laboratories, May 4, 2017 (referenced as **"Parklands Phase I ESA"** in the Chesapeake hazmat database). This ESA was conducted on the subject Property and the study found no RECs in connection with the site. The report concluded that the Property does not represent a significant risk to human health or the environment and that the site is suitable for public use.

Copies of the information provided by the City of Chesapeake Public Works Department are included in Appendix D.

5.0 INTERVIEWS

Michael Ewing of Bay Environmental, Inc. interviewed or directed interviews with the following individuals regarding property history and hazardous substances and/or petroleum products use, storage, and/or disposal at the Site:

- Marc Vann, Vice President, Southport Land Corporation, owner of the Property
- Jean Rella, Right of Way Agent, Chesapeake Public Works Department
- Monica Wilburn, Freedom of Information Act Manager, City of Chesapeake

Mr. Vann completed the Owner Questionnaire which indicated that he was not aware of any environmental problems, land use limitations or deed restrictions in connection with the Property.

Ms. Rella completed the ASTM User Questionnaire on behalf of the City of Chesapeake. No RECs or potential RECs were revealed through this questionnaire. In addition, she provided title records for the Property which indicated that there were no land use limitations for the site.

Ms. Wilburn directed a Bay Environmental records request to the Public Works Department who **provided information from the City's HAZMAT database. The response is detailed in Section 4.4** of this report.

Ms. Wilburn responded to our FOIA request and reported that the Chesapeake Fire Department unable to perform a search for relevant records since the Property does not have a street address.

Appendix D contains documentation from the interviews.

6.0 CONCLUSIONS

This Phase I ESA has been performed by Bay Environmental, Inc. in conformance with the scope and limitations of ASTM Practice E 1527-13 on the above referenced Property in Chesapeake, Virginia. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report.

This assessment has revealed no evidence of Recognized Environmental Conditions, Controlled Recognized Environmental Conditions or Historical Recognized Environmental Conditions in connection with the Property.

The environmental condition of the Property appears to be appropriate for residential and public use and the Property is not believed to represent a significant risk to human health and the environment.

7.0 REFERENCES

- American Society of Testing and Materials (ASTM), 2013, *Standard E-1527-13: Standard Practice for Environmental Site Assessments*.
- Mixon, R.B., Berquist, Jr., C.R., Newell, W.L., Johnson, G.H., Powars, D.S., Schindler, J.S., and Rader, E.K., 1989, *Geologic Map and Generalized Cross Sections of the Coastal Plain and Adjacent Parts of the Piedmont, Virginia*: U.S. Geological Survey Miscellaneous Investigations Series I-2033.
- Smith, P.J. and Ellison, R.P., 1985, *Groundwater Map of Virginia*: Virginia Water Control Board, Ground Water Program, Information Bulletin 560.
- Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/>. Accessed 11/13/20.
- USGS, 1989, Topographic Quadrangle, Norfolk, Virginia.

SALES AGREEMENT

THIS SALES AGREEMENT (the “Agreement”), dated this 19 day of November, 2020, by and between Southport Land Corporation (“Seller”); and Living River Restoration Trust, a non-profit corporation (“Buyer”).

WITNESSETH

That for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy, at the price and upon the terms, provisions and conditions hereinafter set forth, the approximately 73.6 acre parcel of land located along the Southern Branch of the Elizabeth River in the City of Chesapeake, VA with a Tax ID/Parcel Number of 0350000000800 as more particularly described on Exhibit A attached hereto (hereinafter referred to as the “Property”).

1. Purchase Price. (a) The purchase price of the Property (the “Purchase Price”) shall be one million dollars and 00/100 (\$1,000,000.00) and shall be paid as follows:

\$ 15,000.00	Earnest Money Deposit (“Deposit”) to be paid, within two (2) business days after the full execution and delivery of this Agreement (the “Effective Date”), to be held in escrow by <u>Stokes Law Group, PLC</u> (“Escrow Agent”) and applied to the Purchase Price at settlement, or otherwise disbursed as provided in this Agreement.
\$ 985,000.00	To be paid by Buyer at settlement by wire transfer.
\$ 1,000,000.00	<u>Total Purchase Price.</u>

(b) Buyer and Seller agree that the Purchase Price is less than the fair market value of the Property and that the difference (the “Gifted Portion”) between the fair market value of the Property and the Purchase Price is a gift from Seller to Buyer and that the parties intend such gift to constitute a “qualified conservation contribution” as defined in Section 170(h)(1) of the Internal Revenue Code of 1986, as amended.

2. Escrow. It is understood and agreed by the parties hereto that all monies deposited pursuant to this Agreement to be applied to the Purchase Price of the Property shall remain in escrow with Escrow Agent until settlement or until this Agreement is terminated in accordance with its terms (in which event the Deposit shall be returned to Buyer or remitted to Seller, as this Agreement provides).

3. Settlement. Settlement (“Settlement”) shall occur on or by the date that is the thirtieth (30th) day following the expiration of the Contingency Period (as hereinafter defined) (the “Settlement Date”) through an escrow closing with Escrow Agent or a title agency selected by Escrow Agent as the closing agent (“Closing Agent”). Upon written notice to Buyer, Seller may elect to delay Settlement and the Settlement Date until a mutually agreeable date in calendar year 2022. The procedures for such election shall be as follows. Seller shall first provide Buyer with notice that it wishes to consider a postponement of Settlement to a mutually agreeable date in 2022 and shall provide the range

of proposed Settlement Dates acceptable to Seller. Buyer shall promptly determine whether such a postponement of Settlement will jeopardize any of the grants or other funding it is seeking to pay for the Property and shall advise Seller of (i) the amount of such grants and other funds that may be jeopardized by such extension (collectively, the “Grant Loss Amount”) and (ii) the range of closing dates acceptable to Buyer. Upon receipt, Seller shall promptly notify Buyer whether it wishes to postpone Settlement to the mutually agreeable Settlement Dates in 2022. If Seller elects to postpone the Settlement Date, the Purchase Price shall be reduced by the Grant Loss Amount (excluding any grants that Buyer anticipated losing but actually received). Neither party shall be required to attend the closing. All closing documents provided for in this Section 3 (collectively, the “Closing Documents”) and funds required to consummate the transaction shall be placed in escrow with the Closing Agent. Upon receipt of authorization to close from both Seller and Buyer, Closing Agent shall release from escrow the Closing Documents and the funds and close the transaction. Per the terms of Paragraph 12, real estate taxes, rents, and other charges shall be prorated and adjusted as of the Settlement Date, as it may be extended. At Settlement, Seller shall deliver to Buyer a deed of special warranty conveying a good, marketable and insurable title to the Property to Buyer, subject only to the Permitted Exceptions (as described below). The deed shall recite the Purchase Price, the fair market value of the Property and the Gifted Portion. The deed shall also contain a provision requiring that the Property be held in perpetuity predominantly in its natural and scenic condition for conservation purposes and to prevent any use of the Property that would significantly impair or interfere with the conservation values of the Property. Notwithstanding and superseding the foregoing, the deed shall allow such open space and recreational uses as may be requested by the City of Chesapeake and such other uses as may be required under such grants as Buyer may obtain for the purchase and preservation of the Property provided that such uses do not disqualify the gift as a “qualified conservation contribution” as defined in Section 170(h)(1) of the Internal Revenue Code of 1986, as amended.

At Settlement, Buyer and Seller shall also execute and deliver the following documents in form and substance reasonably satisfactory to the parties:

- (a) A Bill of Sale without warranty of title executed by Seller conveying to Buyer title to all personal property and equipment owned by Seller (if any) located at and used in connection with the Property.
- (b) A customary owner’s affidavit executed by Seller as reasonably required by Buyer’s title company to issue Buyer’s title insurance policy free of exception for mechanic’s or similar liens other than the Permitted Exceptions (as defined below).
- (c) A customary FIRPTA certificate from Seller verifying that Seller is not a foreign person.
- (d) A Virginia non-resident real property owner exemption certificate or Virginia non-resident real property owner registration statement, as applicable, pursuant to Virginia law.
- (e) Seller shall bear the cost of the grantor’s tax provided for in Section 58-1-802 of the Code of Virginia. Buyer shall pay all other costs of recording the deed.
- (f) A settlement statement in customary format.

(g) Any affidavits or forms required by the Internal Revenue Service or the Virginia Department of Taxation for the Gifted Portion to count as a charitable contribution by the Seller.

4. Casualty; Condemnation. In the event of the filing of any eminent domain proceedings affecting the Property prior to the Settlement Date, Buyer shall have the right to terminate this Agreement, except for matters that survive termination of this Agreement, and receive back the Deposit, by giving written notice to Seller within ten (10) business days after receiving written notice of such filing, failing which Buyer shall proceed to Settlement and Seller shall pay to Buyer any condemnation proceeds received in respect thereof and shall assign to Buyer the condemnation award. Such proceedings shall be a Permitted Exception.

5. Title. During the first one hundred eighty (180) days of the Contingency Period (the "Title Review Period"), Buyer may obtain a title insurance commitment (the "Title Commitment") for the Property and a survey (the "Survey") of the Property. If Buyer objects to any title matters set forth as either requirements to issuance of a title insurance policy or as exceptions to coverage (other than the Title Company's standard exclusions from coverage) in the Title Commitment or to matters shown on the Survey as title defects, Buyer shall report such objections to Seller in writing on or before the expiration of the Title Review Period. Seller may, but shall not be obligated to, cure or eliminate any such matters objected to by Buyer. If Seller elects not to cure or eliminate any of Buyer's objections by written notice to Buyer delivered within ten (10) days after receipt of Buyer's notice (or if Seller fails to provide such written notice within the 10 day period Seller shall be deemed to have elected not to cure any such objections) then Buyer may terminate this Agreement by written notice to Seller within the later of the expiration of the Title Review Period or five (5) business days after the earlier of its receipt of such written notice from Seller or the expiration said ten (10) day period, in which event the Deposit shall be returned to Buyer and neither party shall have any further obligation to the other under this Agreement except for those matters that survive the termination of this Agreement. If Buyer does not terminate this Agreement as provided in the preceding sentence, all matters objected to by Buyer, except for these matters cured by Seller, shall be deemed to be Permitted Exceptions. Any title or survey matters existing on the Effective Date that Seller does not agree in writing to cure and any matter approved in writing by Buyer shall be deemed "Permitted Exceptions". Notwithstanding anything to the contrary contained herein, the Seller shall cause all liens and security interests to be released at or prior to closing and no lien or security interest shall be deemed a "Permitted Exception".

6. Notices. Any notice provided for herein to be given by Buyer to Seller or Seller to Buyer shall be deemed given if and when delivered by United States certified mail, return receipt requested, postage prepaid or when delivered by reputable overnight courier service, such as Federal Express addressed:

To Seller

Southport Land Corporation
Attn: John R. Vann
22 Collins Creek
Greenville, SC 29607-3727

with a copy to

Willcox & Savage, P.C.
Attn: Nathaniel P. Tyler
440 Monticello Ave., Ste 2200
Norfolk, VA 23510

To Buyer

Living River Restoration Trust
5205 Colley Avenue
Norfolk, VA 23508

with a copy to

Randy Stokes
440 Granby Street
Norfolk, VA 23510

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

8. Rule of Construction. Words of any gender used herein shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa when the case so requires.

9. Assignment. This Agreement shall be not assignable on or after the date hereof except to the City of Chesapeake or other such entity that is a “qualified organization” and that use the Property exclusively for “conservation purposes” as those terms are used in Section 170(h) of the Internal Revenue Code of 1986, as amended unless Buyer shall obtain the written consent of Seller to the contrary prior to any such assignment in Seller’s sole discretion. Buyer shall not be relieved of any obligations provided for hereunder upon an assignment.

10. Survival. Unless the context otherwise requires, the terms, provisions, and conditions of this Agreement shall not survive settlement hereunder.

11. Contingency Period: The Contingency Period shall commence upon the Effective Date and expire on the business day that is three hundred sixty-five (365) days following the Effective Date of this Agreement (the “Contingency Period”). The Buyer shall have the option to extend the Contingency Period by an additional ninety (90) days by giving a written extension notice to Seller not less than thirty (30) days prior to the scheduled expiration of the Contingency Period.

(A) Inspection Contingency: Upon the Effective Date, Buyer is granted the right to enter onto the Property, at its own peril and risk and with no liability to be incurred by Seller, for the purpose of making inspections, environmental tests, surveys, and any other investigations in regard to the Property. Within five (5) days after receipt of any third party report relating to the Property, Buyer shall provide a copy thereof to Seller. Notwithstanding anything to the contrary, Buyer shall not conduct any destructive testing (collectively,

“Consent Activities”) without the prior written consent of Seller. Seller shall have the right to have a representative present during all inspections and entries upon the Property. In consideration of Buyer’s right to inspect the Property, Buyer hereby agrees to indemnify, defend and hold Seller harmless from any and all loss, damage, claims, costs, demands or expenses (including without limitation, attorneys’ fees and litigation costs through all appellate levels and post-judgment proceedings) resulting from such entry on the Property by Buyer or its agents, employees, its representatives or independent contractors. Buyer shall conduct its investigations on the Property in a safe and lawful manner and shall promptly refill any and all holes made in connection with such investigations and otherwise restore the Property to substantially the same condition as existed on the execution date of this Agreement. The obligations of Buyer under this paragraph shall survive termination of this Agreement.

(B) Contingency Documents: Within five (5) business days after the Effective Date, Seller shall provide to Buyer copies of any title commitments and title policies in Seller’s possession along with copies of any contracts or agreements with third party vendors for the Property and, to the extent in Seller’s possession all plans, surveys, appraisals, environmental reports, wetland delineations and correspondence from any regulatory agencies or governmental entities relating to the Property (collectively, “Due Diligence Documents”).

If Buyer determines in its sole discretion that the Property is unsuitable in any respect, Buyer may terminate this Agreement by delivering written notice to Seller no later than the expiration of the Contingency Period, and, upon such termination, all Deposits paid hereunder by Buyer to Escrow Agent shall be refunded to Buyer, and neither Buyer nor Seller shall have any further rights or obligations between them except for those matters that survive termination of this Agreement. Buyer has the option to waive the contingencies under this Paragraph 11 prior to the expiration of the Contingency Period by providing written notice to Seller of Buyer’s waiver of all contingencies, and upon delivery of such notice, the parties shall proceed toward Settlement according to the terms of Section 3.

Buyer agrees to use the Due Diligence Documents for the sole purpose of evaluating the sale as defined in the Agreement. Upon any termination of the Agreement, Buyer shall either return the Due Diligence Documents or certify that Buyer has destroyed the Due Diligence Documents. This obligation shall survive the termination of this Agreement. Further, upon any termination of the Agreement, Buyer shall, as a precondition to any refund of the Deposits, provide Seller with complete copies of all studies, reports, tests, surveys, title searches and commitments, drawings, and the like, which Buyer has obtained relating to the Property.

Buyer acknowledges that, except as expressly provided in this Agreement, neither Seller, nor any person acting on behalf of Seller, nor any person or entity which prepared or provided any of the materials reviewed by Buyer in conducting its due diligence, nor any direct or indirect officer, director, partner, member, shareholder, employee, agent, representative, accountant, advisor, attorney, principal, affiliate, consultant, contractor, successor or assign of any of the foregoing persons has made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the nature, quality or condition of the Property, including the water, soil and geology, (ii) the income to be derived from the Property or the ability to finance the Property, (iii) the suitability of the Property

and buildings thereon for any and all activities and uses which Buyer may conduct thereon, (iv) any proposed or threatened condemnation of all or any portion of the Property or designation of any portion of the Property as part of a redevelopment zone, (v) the compliance of or by the Property or its operation with any applicable laws, codes, regulations and ordinances, (vi) the current or future real estate tax liability, assessment or valuation of the Property, or (vii) the physical condition of any of the improvements on the Property including the state of maintenance and repair thereof, and specifically that Seller has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Real Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Buyer further acknowledges that Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information.

12. Prorations and Apportionments. The following items shall be prorated and apportioned as of the Settlement Date, so that Seller shall bear all expenses with respect to the Property and shall have the benefit of all income with respect to the Property through the day immediately preceding the Settlement Date and so that Buyer shall bear all expenses with respect to the Property and shall have the benefit of all the income with respect to the Property from and after the Settlement Date.

(A) Storm water management fees, water charges and sewer charges, if any, shall be apportioned on a per diem basis. Real estate taxes shall be prorated based on the number of days of ownership during the applicable tax year. Prorations of real estate taxes to be made with respect to a tax year for which either the tax rate or assessed valuation or both have not yet been fixed shall be estimated upon the basis of the tax rate and/or assessed valuation last fixed, less maximum discounts if available. Buyer shall be solely responsible for payment of any rollback taxes triggered by the sale of the Property to Buyer or by any rezoning, change of use or other occurrence happening from and after the Settlement Date. Any unfixed gas, electrical, water meter charges, if any, sewer charges and other utility charges in connection therewith shall be estimated on the basis of a last meter reading to occur on or as close in time as possible to the settlement date. Seller agrees to use its commercially reasonable efforts to have all such utilities meters read as of the Settlement Date.

(B) Special assessments.

(C) Other items customarily prorated.

(D) Buyer shall post with utility companies required deposits and any such deposits posted by Seller with such companies shall be refunded by said companies to Seller after Settlement. Buyer's obligation to post such deposits shall survive the closing of this transaction.

13. Broker. None of the parties hereto has dealt with any broker, finder or like agent in connection with this Agreement or the transactions contemplated hereby except as defined herein. Buyer shall be responsible for any brokerage fee due to NAI Dominion. Each party

hereby agrees to indemnify, defend and hold harmless the other party from and against any loss, liability or expense, including, without limitation, reasonable attorneys' fees, arising out of any claim or claims for commissions or other compensation for bringing about this Agreement or the transactions contemplated hereby made by any other broker, finder or like agent, if such claim or claims are based in whole or in part on dealings with the indemnifying party. The obligations contained in this Section shall survive the closing of this transaction or earlier termination of this Agreement.

14. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(A) Seller has no current, actual knowledge of any other person who is in possession of the Property. Seller has no current, actual knowledge of any lease, license or other agreement granting to any other person or entity the right to purchase, occupy or possess the Property.

(B) Seller has not received written notice and has no current, actual knowledge of any pending or threatened exercise of the power of eminent domain involving the Property.

(C) The execution and delivery of this Agreement and the consummation of the transaction herein contemplated will not conflict with, or, with notice or the passage of time, or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound.

(D) Seller is not a "foreign person" as defined in Section 1445 I.R.C. and any related regulations. At the Settlement, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

(E) Seller has made no written or, to Seller's current, actual knowledge, oral commitments to or agreements with any federal, state, or local governmental authority or agency (other than real estate and similar taxes) that will affect the Property after Settlement and that have not been disclosed by Seller to Buyer in writing, other than the Permitted Exceptions.

(F) Seller has not entered into any service contracts or leasing and management agreements that will affect the Property or be binding on Buyer after Settlement.

(G) Seller has no current, actual knowledge of any pending litigation related to the Property and Seller has not received any written notice from any governmental authority relating to defects in the Property or noncompliance with any applicable law, code or regulation, including environmental laws.

(H) The person executing this Agreement on behalf of Seller is authorized by Seller to enter into this transaction.

(I) Until the earlier of Settlement or termination of this Agreement, Seller shall not alienate, lien, encumber or otherwise transfer all or any portion of the Property (other than to Buyer at Settlement).

In the event that any of the foregoing representations and warranties of Seller fail to be materially accurate on or before the Settlement Date, Seller shall give Buyer prompt notice thereof and Buyer shall have a period of five (5) days thereafter to terminate this Agreement and receive a refund of the Deposit but it shall not be a default by Seller hereunder.

15. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows (with all of such representations and warranties being restated and reaffirmed as of the Settlement Date):

(A) The execution and delivery of this Agreement and the consummation of the transaction herein contemplated is permitted by Buyer's constituent documents and Buyer's performance hereunder will not violate any governing document, rule or order by which Buyer is bound.

(B) The person executing this Agreement on behalf of Buyer is authorized by Buyer to enter into this transaction.

(C) Buyer is a "qualified organization" and Buyer shall use the Property exclusively for "conservation purposes" as those terms are used in Section 170(h) of the Internal Revenue Code of 1986, as amended.

16. Maintenance of Property. The Property will be maintained by Seller in the same manner as Seller has maintained it prior to the date of this Agreement. The Seller shall not clear, remove, or destroy any vegetation on the Property and is prohibited from timbering, silviculture, or other related activity, during the Contingency Period.

17. Remedies for Default.

(A) If the Seller fails, refuses or is unable to comply fully with the terms of this Agreement, Buyer may, as its sole and exclusive remedies, either (i) terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately returned to Buyer and Buyer and Seller shall have no further obligation to the other under this Agreement, except those matters that survive termination, or (ii) obtain specific performance of the terms of this Agreement and recover all out of pocket costs incurred in connection with this Agreement and all legal and court costs associated therewith, not to exceed \$30,000.

(B) If the Buyer fails or refuses to complete the purchase in violation of the terms and conditions of this Agreement, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages.

18. Attorney's Fees. In the event of any breach or default under this Agreement resulting in litigation between Buyer and Seller, the prevailing party in such litigation shall be entitled to recover its reasonable attorney's fees and expenses from the non-prevailing party.

19. Amendment. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of both Buyer and Seller.

20. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any such counterparts or signatures may be delivered by facsimile or e-mail (in .pdf format), and any counterparts or signatures so delivered shall be deemed an original counterpart or signature for all purposes related to this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof.

22. Time is of the Essence. Time shall be of the essence with respect to the performance of each and every covenant and obligation, and the giving of all notices, under this Agreement.

23. Days. Notwithstanding anything in this Agreement to the contrary, if the date on which performance or payment of any obligation of a party required hereunder is other than a Business Day, the time for payment or performance shall automatically be extended to the first Business Day following such date. For purposes of this section, Business Day shall mean any day other than Saturday, Sunday or any other day in which banking institutions in the Commonwealth of Virginia are closed.

24. Governing Law. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the Commonwealth of Virginia.

25. Waiver of Jury Trial. EACH PARTY HERETO HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN OR AMONG THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN AND AMONG THE PARTIES HEREUNDER.

26. Duties of Escrow Agent.

(A) The Escrow Agent shall hold the Deposit in an account and shall pay the Deposit to the party entitled thereto in accordance with the terms of this Agreement.

(B) The acceptance by the Escrow Agent of its duties as such under this Agreement is subject to the following terms and conditions, which Buyer and Seller agree shall govern and control the obligations, liabilities, rights and duties of the Escrow Agent hereunder:

(a) The Escrow Agent is acting as a depositary only and is not responsible or liable for the sufficiency of any amounts deposited with it.

(b) The Escrow Agent shall not be liable for acting upon any notice, request, waiver, consent, receipt or other instrument or document which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(c) The Escrow Agent shall not be liable for any error in judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own bad faith, negligence or willful misconduct.

(d) The Escrow Agent may consult with and obtain advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and advice of such counsel.

(C) If there is ever a dispute between the parties with respect to the disposition of the Deposit, the Escrow Agent shall either (i) retain the Deposit until the Seller and Buyer jointly instruct Escrow Agent in writing as to the manner in which the Deposit is to be disbursed, or (ii) deliver the Deposit into the registry of a court of competent jurisdiction. Upon delivery of the Deposit into the registry of a court of competent jurisdiction, the Escrow Agent shall be released and discharged from all further obligations and liabilities hereunder with respect to the Deposit.

(D) Buyer and Seller may jointly remove the Escrow Agent at any time upon not less than five (5) Business Days 'prior notice to the Escrow Agent, whereupon Buyer and Seller shall appoint a successor Escrow Agent who shall be reasonably satisfactory to all of them. Such successor Escrow Agent shall accept such appointment in a written instrument in form and substance reasonably satisfactory to Buyer and Seller. If no such successor Escrow Agent is appointed and acting hereunder within five (5) Business Days after the removal of the acting Escrow Agent, the acting Escrow Agent shall deliver the Deposit into the registry of a court of competent jurisdiction. Upon delivery of the Deposit to the registry of a court of competent jurisdiction as aforesaid, the Escrow Agent shall be released and discharged from all further obligations and liabilities hereunder with respect to the Deposit.

(E) The Escrow Agent shall act as "the person responsible for closing" the transactions contemplated hereby pursuant to Section 6045(e) of the Internal Revenue Code. In connection therewith, the Escrow Agent shall prepare and file all informational returns (including, without limitation, IRS Form 1099-S) and shall otherwise comply with the provisions of said Section 6045(e).

(F) The Escrow Agent shall serve without compensation for its services in such capacity; provided, however, that in the capacity of Buyer's attorney, Escrow Agent may be compensated; provided, further, Buyer, on the one hand, and Seller, on the other hand, each shall reimburse, or to advance to, the Escrow Agent one-half (1/2) of all reasonable costs and expenses incurred by the Escrow Agent in the performance of its duties hereunder approved in writing in advance by both Seller and Buyer; provided, further, if the Escrow Agent incurs any such costs and expenses in connection with any action, dispute or proceeding between Buyer and Seller, the non-prevailing party in such dispute shall be solely responsible for the payment of all such costs and expenses.

27. 1031 Exchange. Either party, through the use of a qualified intermediary, may transfer or acquire the Property through a tax free exchange, deferred exchange or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however (i) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Settlement Date, (ii) the non-

exchanging party shall have no obligation or liability to the exchanging party or any other person or entity in any respect for any matters in connection with any such exchange other than executing an acknowledgement of such exchange and payment of the Purchase Price in exchange for the conveyance to Buyer of fee simple title to the Property, and (iii) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability and expense in connection with each such exchange.

28. Recognition for Donation. Buyer shall provide appropriate recognition to the Vann family for its generous donation and assistance in conserving the land and creating such parks, bird walks, nature walks, conservation areas, etc. created thereon. Buyer and Seller shall work together in good faith prior to Settlement to craft an appropriate public announcement of the gift and appropriate wording for a sign to be posted on the Property. If desired by Seller, Buyer shall coordinate the creation and erection of the sign and the cost thereof shall be paid by Seller at Settlement.

[signatures on the following page]

WITNESS the following signatures and seals:

SELLER:

Southport Land Corporation

By: (SEAL)
B59C33CAE2784E3...
Title: vice President
Date: 11/12/2020

BUYER:

Living River Restoration Trust

By: (SEAL)
Willard M. Robins, Chairman
Date: 11/17/2020

Exhibit A

ALL THAT certain tract, piece or parcel of land, situate, lying and being in the City of Chesapeake, Virginia, on the northeasterly side of the Southern Branch of the Elizabeth River, together with riparian rights appertaining to the same, and together with all other appurtenances appertaining thereto, bounded on the northerly side by the land now or formerly belonging to W.W. Hall, on the easterly side of the land formerly that of Harry Wright, later the property of J.W. Murphy, on the southerly side by the Southern Branch of the Elizabeth River, and on the westerly side by the land now or formerly that of Francis Richardson, the said tract of land being formerly known as the Robert Sykes Tract, and being shown on the plat and survey of the same made by W.T. Zepp, C.E., returned with the Report of George Pilcher, Commissioner in Chancery, in the said cause, and filed with the papers of the said cause, containing according to the said plat and survey seventy-eight and seven one-hundredths (78.07) acres of land, and being more particularly bounded and described in accordance with the said plat and survey, as follows:

Beginning on the northeasterly side of the Southern Branch of the Elizabeth River at low water mark at the intersection of the center line of Sykes Creek, which creek in part divides the said tract of land from the land formerly that of Harry Wright, and later that of J. W. Murphy, and running thence first northwardly and then northwestwardly along the center line of the said creek, as shown on the said plat and survey, to an iron pipe, thence along the line of the land formerly that of Harry Wright and later that of J. W. Murphy, N 23° 15' E 258.72 feet to a point, thence N 27° E 121.44 feet, to a point, and thence N 15° 30' E 514.80 feet, as shown on the said plat and survey, to a point which is the northeastern corner of the tract of land hereby conveyed, thence along the line of the land now or formerly belonging to W. W. Hall, the following courses and distances, as shown the said plat and survey; S 49° W 170.28 feet, to a point, thence S 70° 16' W 130.68 feet to a point, thence S 86° 30' W 124.41 feet, to a point, thence N 86° 45' W 145.86 feet, to a point, thence N 70° 30' W 188.76 feet to a point, thence N 59° 30' W 198 feet, to a point, thence N. 70° 45' W 89.10 feet to a point, thence N 68° 30' W 70.95 feet to a point, thence N 78° 30' W 143.88 feet, to a point, thence N 84° 15' W 67.32 feet to a point, thence N 87° W 170.94 feet, to a point, and thence S 80° 30' W 88.44 feet to a point, which is the north western corner of the tract of land hereby conveyed, thence S 2° 30' W 185 feet to a point, thence S 37° W 172 feet, to a point, and thence S 23° 30' W 300 feet to a point, which is in the center of a creek which divides the tract of land hereby conveyed from the land now or formerly that of Francis Richardson, thence down the center line of said creek, first southeastwardly, then southwestwardly, and thence southwardly, as shown on the said plat and survey, to the intersection of the center line of the said creek with the low water mark line of the Southern Branch of the Elizabeth River, and thence, first eastwardly, and then southeastwardly, as shown on the said plat and survey along the low water mark line of the Southern Branch of the Elizabeth River to the point of beginning.

LESS AND EXCEPT those portions of property conveyed to Commonwealth of Virginia recorded in Deed Book 1326 at page 230; conveyed to State Highway Commissioner recorded in Deed Book 1388 at page 390; and conveyed to State Highway Commissioner recorded in Deed Book 1446 at pages 507 and 509.

IT BEING a portion of the same property conveyed to Southport Land Corporation, a Virginia corporation, by deed from Robert W. Mallet, Special Commissioner, dated April 20, 1929 and recorded May 16, 1929 in Deed Book 587 at page 130.