



COMMONWEALTH OF VIRGINIA

## COUNTY OF HENRICO

Virgil R. Hazelett, P.E.  
County Manager

April 19, 2005

The Breeden Company  
c/o Mr. Kent Little  
P. O. Box 8815  
Virginia Beach, VA 23450

Re: Conditional Rezoning Case C-49C-04

Dear Mr. Little:

The Board of Supervisors at its meeting on April 12, 2005, granted your request to conditionally rezone property from A-1 Agricultural District to B-2C Business District (Conditional) and R-6C General Residence District (Conditional), Parcels 734-764-6330, 734-764-8352, 735-764-1287, 736-764-1973, 735-764-6278, 735-764-4320 and 735-763-5299 described as follows:

**Parcel A, B-2C Parcel**

Beginning at a point along the north line of West Broad Street Road (marked point of beginning ~ B-2C zoning), thence leaving the north line of West Broad Street Road, N27°56'22"E, 293.12' to a point, thence N39°51'32"E, 742.43' to a point, thence S70°14'04"E 385.72' to a point, thence S31°44'59"E, 37' to a point, thence along a curve to the right, having a radius of 228' and a length of 63.32' to a point, thence N68°22'17"E, 178.16' to a point, thence N44°55'45"E, 60.14' to a point, thence N82°36'12"E, 57.19' to a point, thence S70°13'37"E, 359.24' to a point, thence N89°31'27"E, 200.71' to a point, thence S51°09'55"E, 402.47' to a point, thence S38°50'59"W, 303.17' to a point, thence S39°02'14"W, 571.67' to a point, thence S38°20'37"W, 480.69' to a point, said point being along the north line of West Broad Street Road, thence along the north line of West Broad Street Road, N61°27'36"W, 101.48' to a point, thence leaving the north line of West Broad Street Road, N38°20'37"E, 498.58' to a point, thence N39°02'12"E, 191.43' to a point, thence N61°44'47"W, 376.75' to a point, thence S23°51'38"W, 105.84' to a point, thence N66°22'08"W, 147.46' to a point, thence S23°30'39"W, 164.18' to a point, thence S38°18'19"W, 401.60' to a point, said point being along the north line of West Broad Street Road, thence along the north line of West Broad Street Road, N61°28'30"W, 549.17' to a point, thence N61°28'30"W, 5.62' to a point, thence leaving the north line of West Broad

Street Road, N28°31'30"E, 21' to a point, thence N61°28'30"W, 16' to a point, thence S28°31'30"W, 21' to a point, said point being along the north line of West Broad Street Road, thence along the north line of West Broad Street Road N61°28'30"W, 143.14' to a point, thence along a curve to the right having a radius of 7576.44', a length of 205.30', a chord bearing N60°41'56"W, and a chord of 205.29', to the true point of beginning, containing 35.8 acres.

**Parcel B, (B-2C Zoning)**

Beginning at a point along the north line of West Broad Street Road (marked point of beginning ~ Parcel "A"), thence along the north line of West Broad Street Road, along a curve to the left having a radius of 7576.44', a length of 205.30', a chord bearing S60°41'56"E, and a chord of 205.29' to a point, thence S61°28'30"E, 143.14' to a point, thence leaving the north line of West Broad Street Road, N28°31'30"E 21' to a point, thence S61°28'30"E, 16' to a point, thence S28°31'30"W, 21' to a point, said point being along the north line of West Broad Street Road, thence along the north line of West Broad Street Road, S61°28'30"E, 5.62' to a point, thence S61°28'30"E, 549.17' to a point, thence leaving the north line of West Broad Street Road, N38°18'19"E, 22.54' to a point, said point being marked "point of beginning ~ Parcel "B", thence N38°18'19"E, 379.06' to a point, thence N23°30'39"E, 164.18' to a point, thence S66°22'08"E 147.46' to a point, thence S23°38'43"W, 182.69' to a point, thence S38°04'03"W, 373.31' to a point, thence S38°19'01"W, 22.32' to a point, said point being along the north line of West Broad Street Road, thence along the north line of West Broad Street Road, N61°27'27"W, 124.11' to a point, thence leaving the north line of West Broad Street Road, N28°32'33"E, 22' to a point, thence N60°49'55"W, 22.70' to a point, said point being the true point and place of beginning, containing 1.9 acres of land.

**Parcel C, R-6C Parcel**

Beginning at a point along the north line of West Broad Street Road (marked point of beginning ~ B-2C zoning), thence leaving the north line of West Broad Street Road, N27°56'22"E, 293.12' to a point, thence N39°51'32"E, 742.43' to a point, thence S70°14'04"E, 385.72' to a point, (marked point of beginning ~ R-6C zoning), thence N38°21'52"E, 312.16' to a point, thence S70°14'04"E, 475.39' to a point, thence N23°51'38"E, 343.65' to a point, said point being along the south line of Interstate Route 64, thence along the south line of Interstate Route 64 S70°12'40"E, 382.58' to a point, thence leaving the south line of Interstate Route 64, S38°50'05"W, 465' to a point, thence S89°31'27"W, 200.71' to a point, thence N70°13'37"W, 359.24' to a point, thence S82°36'12"W, 57.19' to a point, thence S44°55'45"W, 60.14' to a point, thence S68°22'17"W, 178.16' to a point, thence along a curve to the left, having a radius of 228' and a length of 63.32' to a point, thence N31°44'59"W, 37' to a point, said point being the true point and place of beginning, containing 6.1 acres.

The Board of Supervisors accepted the following proffered conditions, dated April 12, 2005, which further regulates the above described property in addition to all applicable provisions of Chapter 24, Code of Henrico (Zoning Ordinance):

**PROFFERS APPLICABLE TO THE ENTIRE PROPERTY:**

1. **Buffer on West Broad Street.** The required buffer area along West Broad Street shall be fifty (50) feet in width. Roads, sidewalks, utility easements, fencing/walls adjacent to any roads or drives, and signage shall be permitted within such buffer; provided, any such road or utility easements shall be extended generally perpendicular to West Broad Street through such buffer.
2. **Best Management Practice.** Best Management Practice structures shall be located outside of the landscaped buffer along West Broad Street, except as a landscaping amenity or water-related feature and if requested and specifically permitted at the time of Plan of Development review. Any above-ground Best Management Practice structure shall include an aeration feature to move water within such structure.
3. **Vehicular Access.** Unless otherwise requested and specifically permitted at the time of Plan of Development review, there shall be (a) no more than one (1) vehicular access point to the Property from West Broad Street, (b) at least one (1) vehicular access point connecting to the east/west access road that currently exists at the eastern boundary line of the Property; and (c) at least one (1) vehicular access point connecting to the east/west access road that currently exists at the western boundary line of the Property.
4. **40' Collector Road.** A forty (40) foot wide road running generally from West Broad Street to the eastern and western boundary line of Parcel "A" and extending to North Gayton Road, all as more particularly shown on the Site Layout, as hereinafter defined (the "40' Collector Road") (see case file) shall be constructed on the Property.
5. **Road Improvements.** The improvements outlined in the memo of Tim Foster, County Traffic Engineer, dated March 25, 2005 shall be made by the developer of the Property unless otherwise approved by the Director of Public Works.
6. **Loading Docks.** Loading docks shall be screened from public view at ground level as approved at the time of Plan of Development review by use of a wall or other architectural feature similar to the exterior material as the building on which it is located, landscaping, or such other method as may be approved at the time of Plan of Development review.

7. **Trash Receptacles.** Dumpsters and trash receptacles, not including convenience cans, shall be screened from public view at ground level with architectural material similar to the main building using such dumpster or trash receptacle and as otherwise approved at the time of Plan of Development review.
8. **Trash Removal.** Trash removal on the Property shall be limited to the hours between 7:00 a.m. and 8:00 p.m.
9. **Underground Utility Lines.** All utility lines on the Property shall be underground, except for already existing utilities, junction boxes, meters, utility lines in wetland areas and utility lines required to be above ground by the utility company.
10. **Stone Mulch.** Aggregate stone media shall not be used as a mulch in any landscaped buffer area on the Property nor in any parking lot landscaping areas (including islands), unless otherwise requested and specifically permitted at the time of Plan of Development review.
11. **Parking Lot and Exterior Lighting.** Parking lot lighting standards within the Property shall not exceed twenty-five (25) feet in height as measured from the grade of the lighting standard, except as otherwise permitted at the time of Plan of Development review.

Parking lot lighting standards shall not exceed twenty (20) feet in height within three hundred (300) feet of the boundary line of the Property along West Broad Street. Parking lot lighting on the Property shall be produced from concealed lighting sources to minimize the impact of such lighting on adjacent properties, unless otherwise permitted at the time of Plan of Development review. Exterior light fixtures shall be produced from concealed sources of light unless other low intensity decorative ornamental fixtures such as gas style lamps are approved at the time of Plan of Development review. Such lighting shall be reduced to no more than a security level following the close of business operations each day. At no time shall the parking lot lighting exceed one-half (1/2) footcandle at the right-of-way lines along West Broad Street.

12. **Outdoor Speakers.** Unless otherwise required by law, no public address or speaker systems outside of any building shall be permitted.
13. **Site Plan.** The Property shall be generally developed consistent with the conceptual renderings attached as Exhibit A-1 ("Site Layout"), entitled "BROAD STREET DEVELOPMENT – SCHEMATIC LAYOUT PLAN," prepared by Timmons and dated April 11, 2005 (see case file), which such layout is conceptual in nature and may be revised from time to time as required for engineering purposes, as required by any governmental entity and as otherwise requested and specifically permitted at the time of Plan of Development review.

14. **Pedestrian Areas.** There shall be pedestrian plazas on the Property, whether one or more, totaling in the aggregate at least 3,500 square feet, which such plazas shall include a combination of one or more public amenities such as landscaped and natural areas, pavers, water features, pedestrian gathering areas (including a gazebo), street furniture, benches, accessory dining areas, pedestrian lighting, and pedestrian accessways connecting to sidewalks and walking areas within and adjoining the Property.
15. **Reversion Amendment.** Within thirty (30) days of the approval of this rezoning application, the owner of the property designated as GPIN 735-765-1837 and any lender with a security interest therein shall execute and deliver to the County Attorney the Deed of Termination of Condition and Quitclaim attached hereto as Exhibit E (see case file) to amend the automatic reversionary right and condition contained in that certain Deed of Gift and Dedication, dated February 4, 1999, and recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Deed Book 2886, page 622.
16. **Landscaping.** The 10 (ten) foot landscape buffer on both sides of the portion of the Collector Road as it runs from West Broad Street to the traffic circle will be planted with shade trees of at least three and one-half (3.5) inch caliper at the time of planting, with one such tree to be planted every fifty (50) linear feet along the buffer, all unless otherwise requested and approved at the time of Plan of Development review.  
  
A twenty-five (25) foot landscaped buffer shall be located between Parcel A and Parcel C, which such buffer shall include landscaping with a minimum of transitional buffer 35, as referenced in the County Zoning Ordinance, unless otherwise requested and approved at the time of Plan of Development review. Utilities and driveways are permitted to cross this buffer so long as they are generally perpendicular to such buffer.  
  
At least one shade tree of at least two and one-half (2.5) inch caliper will be planted on each parking lot island, unless parking lot lighting is required to be located on such parking island (in which case such a tree shall be omitted from that parking island), all unless otherwise requested and approved at the time of the Plan of Development approval.
17. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

**PROFFERS APPLICABLE TO THOSE PARCELS DESIGNATED AS PARCEL "A"  
("PARCEL 'A'") AND PARCEL "B" ON THAT CERTAIN COMPILED OVERALL**

**BOUNDARY PLAT PREPARED BY TIMMONS GROUP DATED JUNE 30, 2004,  
LAST REVISED DECEMBER 15, 2004, ENTITLED "BREEDEN REZONING THREE  
CHOPT MAGISTERIAL DISTRICT – HENRICO COUNTY, VIRGINIA" (THE "PLAT"):**

**18. Use Restrictions.**

The following uses shall be prohibited on Parcel "A" and Parcel "B":

- a. flea markets;
- b. laundromats and self-service dry-cleaning establishments;
- c. gun shop, sales and repairs, except that such gun sales and repairs shall be permitted in a store that sells a variety of sporting goods;
- d. establishments whose primary business is check cashing and/or the making of payday loans as defined and regulated by Sections 6.1-432 et seq. and 6.1-444 et seq. of the Code of Virginia (1950), in effect as of the date of the approvals of these proffers (the foregoing shall not preclude banks, savings and loans or similar financial institutions that are not regulated by the foregoing Virginia Code sections);
- e. lodge and fraternal organization;
- f. sign printing and painting shop;
- g. skating rinks (unless such ice skating areas are an amenity of the pedestrian-oriented shopping center), roller skating rinks, model racing tracks, electronic video game rooms, bingo halls and billiard parlors unless such billiard parlors are associated with a restaurant;
- h. restaurants with drive-thru windows (not to exclude, however, restaurants with dedicated parking spaces for the pick-up of carry-out food), unless otherwise requested and specifically permitted at the time of Plan of Development review;
- i. funeral home, mortuary and/or undertaking establishment;
- j. parking lots, commercial (nothing herein shall preclude parking lots as an accessory use to a principally permitted use); and
- k. automobile filling or service station.

No hotel, motel or motor lodge shall be permitted on Parcel "B". Any hotel located on Parcel "A" shall have a conference room facility consisting of one or more conference rooms of at least 1,500 square feet in total.

In addition to the foregoing, no building or individual building space shall contain a single user that occupies more than thirty-two thousand (32,000) square feet in such building or individual building space. Notwithstanding the foregoing, this limitation shall not apply to any hotel or any use otherwise permitted in the O-3 Office district.

19. **Signage.** Any detached signage on Parcel "A" or Parcel "B" shall be substantially similar to the sign rendering attached as Exhibit D (see case file) or as otherwise approved at the time of Plan of Development review. Any detached signage on either Parcel "A" or Parcel "B" may include signage for the other. There shall be no detached signage on Parcel "B" unless there is no detached signage on Parcel "A".

All external signs shall be in compliance with a plan for the coordination of signage on the Property, which plan shall be adopted and enforced by an architectural control committee. This sign plan will be submitted as part of the Plan of Development for the first building on Parcel "A".

**PROFFERS APPLICABLE ONLY TO THAT PARCEL DESIGNATED AS PARCEL "A" ON THE PLAT:**

20. **Exterior Elevations.** The exposed portions of the exterior wall surfaces (front, rear and sides) of any buildings constructed on Parcel "A" shall be similar in high quality of construction and shall have compatible architectural design (incorporating compatible, but not necessarily the same, design elements, color and architectural styles).

Buildings 6, 7, 8 and 9 on Parcel "A" as shown on the Site Layout shall have an exterior architectural style and use design elements similar with the concept drawings entitled "The Breeden Company Inc., Broad Street Development, Proposed Elevation" and "The Breeden Company, Inc., Broad Street Development, Proposed Elevation", prepared by Baskervill and attached as Exhibits A-2, A-3, and A-4 (see case file), which such renderings are conceptual in nature and are provided only as an illustration of the quality of the design and architectural style of such buildings in Parcel "A". All other buildings in Parcel "A" shall have an architectural style and use design elements generally compatible to Exhibits A-2, A-3 and A-4 (see case file), which such renderings are conceptual in nature and are provided only as an illustration of the quality of the design and architectural style of such buildings in Parcel "A".



All buildings on Parcel "A" shall have exposed exterior walls (above finished grade and exclusive of architectural features, windows and doors) constructed of masonry brick, stone, precast concrete, exterior insulating finishing systems (E.I.F.S.) and/or glass and may have varying amounts of these exterior materials or an equivalent permanent architecturally finished material, unless different architectural treatment and/or materials are requested and specifically permitted at the time of Plan of Development review. All buildings on Parcel A shall have at least thirty-five percent brick in the aggregate on the exposed exterior walls of such buildings, with the front exposed exterior wall of any such building being constructed of at least fifty percent (50%) brick and any side exposed exterior wall visible from the 40' Collector Road being constructed of a minimum of thirty-five percent (35%) brick. Wood or composite siding, natural or cultured stone, marble, pre-cast or cast-in-place architectural concrete, exposed aggregate concrete, exterior insulating finish systems, and/or glass, or an equivalent, permanent, architecturally finished material may be utilized as accent materials on such buildings.

No building on Parcel "A" shall be covered with or have exposed to view any painted or unfinished concrete block, sheet or corrugated aluminum, iron and/or steel or other materials unless requested and specifically permitted at the time of Plan of Development review.

Roof design shall be implemented so as to minimize building mass and offer variations in building appearance.

The rear of any buildings on Parcel "A" facing West Broad Street shall have a façade substantially similar to the front façade of that building or as otherwise approved by the Planning Commission at the time of Plan of Development review.

The rear of any buildings on Parcel "A" facing Parcel "C" shall use the same materials or shall have a similar or compatible appearance and architectural design as on the front of the building in order to reduce the visual impact on Parcel "C", including without limitation, screening HVAC and utility systems.

21. **Parking Lot and Exterior Lighting.** The exterior lighting on Parcel "A" shall be designed with a cohesive plan so that all exterior lighting shall use compatible design elements.
22. **Pedestrian Circulation.** Pedestrian circulation shall be provided throughout Parcel "A". Except as required at the time of Plan of Development review, such walkways along or on roads, parking areas and access areas used for motor vehicles on Parcel "A" shall be constructed of material different than such roads, parking areas and access areas. Such walkways may be constructed of, but not

limited to, brick pavers, concrete, stamped concrete, aggregate concrete or other similar material. A sidewalk shall be provided (a) on both sides of the portion of the 40' Collector Road running from West Broad Street to the point the 40' Collector Road runs east and west, and (b) along the northern boundary of the portion of the 40' Collector Road running east and west, all as more particularly shown on the Site Layout.

23. **Site Coverage.** No more than seventy percent (70%) percent of Parcel "A" in the aggregate may be covered by buildings, parking areas and driveways, as determined upon twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%) and one hundred percent (100%) of development of Parcel "A". This site coverage ratio shall be achieved through the use of landscaping and open areas, including, without limitation, landscaped buffers, medians and parking lot islands, pedestrian areas and open plazas.
24. **Protective Covenants.** Prior to or concurrent with the conveyance of any part of Parcel "A" covered by a Plan of Development approved by Henrico County, Virginia (other than for the conveyance of easements, roads or utilities), the owner of the portion of Parcel "A" covered by such Plan of Development, or its successors and assigns, shall record a document in the Clerk's Office of the Circuit Court of Henrico County, Virginia, setting forth covenants that shall provide for high standards of uniform maintenance (consistent with commercial "Class A" projects) of individual sites, common areas, open space, landscaping and private streets.
25. **Access over Parcel "A".** An access easement of at least twenty-four (24) feet in width shall be granted to Parcel "B", as hereinafter defined, and to the property designated as GPIN 735-763-7898, now or formerly owned by Andronikas Moudilos (the "Moudilos Property"), which such easement shall run from West Broad Street over Parcel "A" to Parcel "B" in a reasonable location mutually agreeable to the owners of Parcel "A" and Parcel "B" so long as the Property is granted an equivalent access easement over and across the Moudilos Property.
26. **Development Restriction.** The portion of Parcel "A" designed as "OPTION LAND 1.5 +/- ACRES" on the Site Layout (see case file) shall not be developed until a plan of development is approved on all or a portion of the Moudilos Property. Notwithstanding the foregoing, nothing herein will prevent the planting of landscaping or other minor improvements to such area.

**PROFFERS APPLICABLE TO THAT PARCEL DESIGNATED AS PARCEL "B" ON THE PLAT:**

27. **Exterior Elevations.** All buildings constructed on Parcel "B" shall have an exterior architectural style generally consistent with the exterior elevation plans

attached as Exhibit B (see case file), subject to such changes as may be requested by the County or owner and approved at the time of Plan of Development review, which such renderings are conceptual in nature and are provided as an illustration of the quality of the design and architectural style of such buildings in Parcel "B".

28. **Pedestrian Circulation.** Pedestrian circulation shall be provided throughout Parcel "B". Except as required at the time of Plan of Development review, such walkways along or on roads, parking areas and access areas used for motor vehicles on Parcel "B" shall be constructed of material different than such roads, parking areas and access areas. Such walkways may be constructed of, but not limited to, brick pavers, concrete, stamped concrete, aggregate concrete or other similar material.
29. **Site Coverage.** No more than seventy-five percent (75%) percent of Parcel "B" in the aggregate may be covered by buildings, parking areas and driveways.
30. **Parking Lot and Exterior Lighting.** The exterior lighting on Parcel "B" shall be designed with a cohesive plan so that all exterior lighting shall use compatible design elements.
31. **Access over Parcel "B".** An access easement of at least twenty-four (24) feet in width shall be granted to the Moudilos Property over and across Parcel "B" from Parcel "A" to the Moudilos Property in a reasonable location mutually agreeable to the owners of Parcel "A" and Parcel "B" so long as the Property is granted an equivalent access easement over and across the Moudilos Property.

**PROFFERS APPLICABLE ONLY TO THAT PARCEL DESIGNATED AS PARCEL "C" ON THE PLAT ("PARCEL 'C')":**

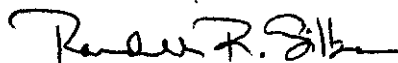
32. **Architectural Treatment.** All buildings constructed on Parcel "C" shall have an exterior architectural style generally consistent with the exterior elevation plans entitled "REFLECTIONS OF WEST CREEK PHASE II", dated March 4, 2005 and attached as Exhibit C (see case file), subject to such changes as may be requested by the County or owner and approved at the time of Plan of Development review, which such renderings are conceptual in nature and are provided as an illustration of the quality of the design and architectural style of such buildings in Parcel "C".


All buildings on Parcel C shall have at least thirty-five percent brick in the aggregate on the exposed exterior walls of such buildings, with the front exposed exterior wall of any such building being constructed of at least fifty percent (50%) brick and any side exposed exterior wall visible from the 40' Collector Road being constructed of a minimum of thirty-five percent (35%) brick.

33. **Signage.** Any detached signs on Parcel "C" shall be ground-mounted monolithic-type signs and, if lighted, with ground-mounted light.
34. **Cash Proffer.** Prior to the release of a building permit, a cash proffer pursuant to the cash proffer policy adopted by Henrico County shall be paid per residential unit to mitigate the development's impact on public facilities, provided that no such cash proffer shall exceed \$6,217.00 per dwelling unit. If the County does not approve a policy of a cash proffer system for residential development by June 1, 2006, then the requirements of this proffer shall thereafter automatically and immediately terminate and be of no further force and affect. In such a case, any amounts previously paid to the County shall be refunded to the payor or, at the direction of the payor, its successor. Cash proffers not used for the purposes specified in this proffer and/or the policy shall be returned fifteen (15) years after receipt to the payor.
35. **Parking Lot Lighting.** Parking lot lighting shall be produced from concealed sources of light and the lighting standards shall not exceed twenty (20) feet in height.
36. **Density.** No more than 145 dwelling units shall be constructed on Parcel "C".
37. **Unit Mix.** The residential units constructed on the Property shall consist of one and two bedroom units only.
38. **Amenities.** Common amenities to the development of the dwelling units on Parcel "C", such as a swimming pool, clubhouse, pedestrian plaza and gathering place, or other similar amenity shall be provided on Parcel "C".
39. **Buffer.** A twenty-five foot (25') natural and landscaped buffer shall be provided along the portion of the boundary of Parcel "C" adjoining Interstate 64. Utilities are permitted to cross this buffer and shall be generally perpendicular to such buffer.

The Planning Department has been advised of the action of the Board of Supervisors and will revise its records and place a copy of the accepted proffered conditions in the Conditional Zoning Index.

Sincerely,

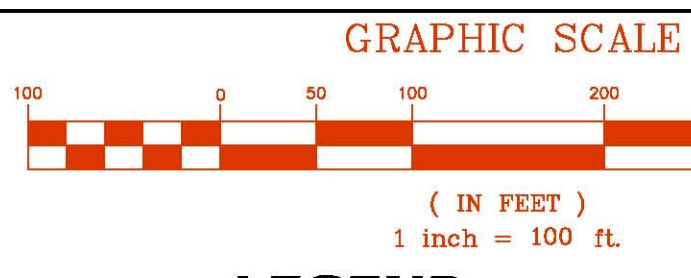


 Virgil R. Hazelett, P.E.  
County Manager

Mr. Kent Little  
April 19, 2005  
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pc: Marrow, LLC  
Ballou Properties, LLC  
Acapella Properties, LLC  
Mr. Robert E. Kane, Jr., Esquire  
Mr. Frederick Reeves Williams, Trustee and Mr. William R. Curtis,  
Trustee under the Fred Williams Revocable Trust  
Ms. Martha Byrd Henley Kirkland  
A.B.M. Realty  
Yimmer, LLC  
Mr. Andrew Condlin, Esquire  
Director, Real Estate Assessment  
Conditional Zoning Index  
Dr. Penny Blumenthal – Director, Research and Planning





**LEGEND**

[Red Box]	RETAIL/RESTAURANT
[Orange Box]	RETAIL/RESTAURANT/OFFICE
[Purple Box]	HOTEL
[Green Box]	APARTMENT
[Yellow Box]	MOUDIOS

**POD PARKING CALCULATIONS**

- ① LAND AREA : 8.5 ± ACRES  
USE : RESTAURANTS (5 EACH)  
BUILDING AREA : 39,000 S.F. (TOTAL)  
PARKING REQUIREMENT :  
1 SPACE PER 100 S.F.  
PARKING REQUIRED :  
39,000/100 = 390 SPACES  
PARKING PROVIDED : 526 SPACES
- ② LAND AREA : 5.0 ± ACRES  
USE : HOTEL (4 STORY)  
120 TO 180 BEDS  
PARKING REQUIREMENT :  
1 SPACE PER BED  
PARKING REQUIRED :  
180/1 = 180 SPACES  
PARKING PROVIDED : 225 SPACES
- ③ LAND AREA : 1.9 ± ACRES  
USE : RETAIL (PHARMACY)  
BUILDING AREA : 14,560 S.F.  
PARKING REQUIREMENT :  
1 SPACE PER 200 S.F.  
PARKING REQUIRED :  
14,560/200 = 73 SPACES  
PARKING PROVIDED : 99 SPACES
- ④ LAND AREA : 1.2 ± ACRES  
USE : RETAIL  
BUILDING AREA : 5,800 S.F.  
PARKING REQUIREMENT :  
1 SPACE PER 200 S.F.  
PARKING REQUIRED :  
5,800/200 = 29 SPACES  
PARKING PROVIDED : 71 SPACES
- ⑤ LAND AREA : 1.2 ± ACRES  
USE : RETAIL  
BUILDING AREA : 5,400 S.F.  
PARKING REQUIREMENT :  
1 SPACE PER 200 S.F.  
PARKING REQUIRED :  
5,400/200 = 27 SPACES  
PARKING PROVIDED : 53 SPACES
- ⑥ LAND AREA : 2.2 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 12,000 S.F. (60' DEPTH)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
12,000/200 = 60 SPACES  
PARKING PROVIDED : 65 SPACES
- ⑦ LAND AREA : 2.7 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 18,000 S.F. (60' DEPTH)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
18,000/200 = 90 SPACES  
PARKING PROVIDED : 112 SPACES
- ⑧ LAND AREA : 2.2 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 21,000 S.F. (60' DEPTH)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
21,000/200 = 105 SPACES  
PARKING PROVIDED : 67 SPACES
- ⑨ LAND AREA : 2.5 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 21,000 S.F. (60' DEPTH)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
21,000/200 = 105 SPACES  
PARKING PROVIDED : 84 SPACES
- ⑩ LAND AREA : 6.1 ± ACRES  
USE : APARTMENTS (3 STORY)  
6 BUILDINGS; 24 UNITS EACH BUILDING  
PARKING REQUIREMENT :  
1.5 SPACES PER DWELLING UNIT  
PARKING REQUIRED :  
144 X 1.5 = 216 SPACES  
PARKING PROVIDED : 305 SPACES
- ⑪ LAND AREA : 3.8 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 39,200 S.F. (TOTAL)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
39,200/200 = 196 SPACES  
PARKING PROVIDED : 212 SPACES
- ⑫ LAND AREA : 3.6 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 25,000 S.F. (TOTAL)  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
25,000/200 = 125 SPACES  
PARKING PROVIDED : 171 SPACES
- ⑬ LAND AREA : 2.8 ± ACRES  
USE : SPECIALTY RETAIL/OFFICE  
BUILDING AREA : 23,000 S.F.  
PARKING REQUIREMENT :  
RETAIL : 1 SPACE PER 200 S.F.  
OFFICE : 1 SPACE PER 250 S.F.  
PARKING REQUIRED :  
23,000/200 = 115 SPACES  
PARKING PROVIDED : 153 SPACES

NOTE : INFORMATION SHOWN HEREON IS COMPILED, BASED ON PREVIOUS DESIGN DRAWINGS, HENRICO COUNTY GIS DATA BASE AND HENRICO COUNTY SEWER AND WATER SHEETS.

**TIMMONS GROUP**

**THE BREEDEN COMPANY, INC.**  
THREE CHOPT DISTRICT \* HENRICO COUNTY, VIRGINIA  
BROAD STREET DEVELOPMENT ~ SCHEMATIC LAYOUT PLAN

JOB NO.  
21985  
SHEET NO.  
3.0

YOUR VISION ACHIEVED THROUGH OURS.			
Site Development		Residential	Infrastructure Technology
DATE	2/08/05	REVISION DESCRIPTION	REVISION DESCRIPTION
DATE	1/19/05	REVISION DESCRIPTION	REVISION DESCRIPTION
DRAWN BY	R. GALLAHAN	REVISION DESCRIPTION	REVISION DESCRIPTION
DESIGNED BY	R. RODRIGUEZ	REVISION DESCRIPTION	REVISION DESCRIPTION
CHECKED BY		REVISION DESCRIPTION	REVISION DESCRIPTION
SCALE	1"=100'	REVISION DESCRIPTION	REVISION DESCRIPTION

VIRGINIA | NORTH CAROLINA | WEST VIRGINIA



Baskerville

ask + listen + create



C-49C-04  
EXHIBIT A-2

**The Breeden Company Inc.**  
Broad Street Development | Proposed Elevation

architecture  
engineering  
interior design

Baskerville

ask + listen + create



C-49C-04  
EXHIBIT A-3

**The Breeden Company Inc.**  
Broad Street Development | Proposed Elevation

architecture  
engineering  
interior design



Baskervill

ask + listen + create



C-49C-04  
EXHIBIT A-4



**The Breeden Company Inc.**  
Broad Street Development | Proposed Elevation C

architect  
engineer  
interior design

C-49C-04



C-49C-04  
EXHIBIT B



3 REAR ELEVATION  
1/8" = 1'-0"



2 SIDE ELEVATION  
1/8" = 1'-0"

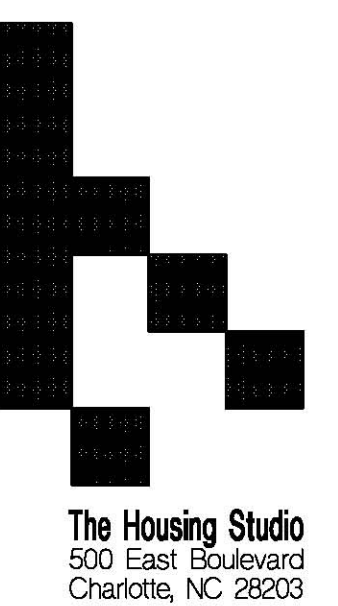


1 FRONT ELEVATION  
1/8" = 1'-0"



# REFLECTIONS OF WEST CREEK PHASE II

THE BREEDEN COMPANY  
MARCH 04, 2005







## EXHIBIT E

### DEED OF TERMINATION OF CONDITION AND QUITCLAIM

THIS DEED OF TERMINATION OF CONDITION AND QUITCLAIM (this "Termination"), made as of March \_\_, 2004 by and between BREEDEN PROPERTIES, INC., a Virginia corporation ("Breedden"), to be indexed as "Grantor", and the County of Henrico, a political subdivision of the Commonwealth of Virginia (the "County"), to be indexed as "Grantee", recites and provides as follows:

#### RECITALS

A. Pursuant to that certain Deed of Gift and Dedication, dated February 4, 1999 and recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia (the "Clerk's Office") in Deed Book 2886, page 622 (the "Original Deed"), Gayton & Broad Associates, L.P., a Virginia limited partnership ("Gayton & Broad Associates") dedicated, granted and conveyed to the County that certain piece or parcel of land lying in the County and as more particularly described in the Original Deed and defined in the Original Deed as the "Property" (the "Property").

B. Pursuant to the terms of the Original Deed, the conveyance of the Property was made subject to a certain condition that is set forth in the last paragraph of page 2 of the Original Deed (the "Condition") and is more particularly set forth as follows:

The Property is being conveyed and dedicated to Grantee for the purpose of constructing a ramp to the existing I-64 interstate. Grantor expressly understands that it may be necessary to convey the Property to the Commonwealth of Virginia or one of its departments as designee of the Grantee in order to carry out the construction of the ramp described herein and agrees and consents to such further conveyance as evidenced by its execution of this Deed of Gift and Dedication. If for any cause or reason whatsoever such ramp is not approved by the appropriate governmental authority for construction within ten (10) years or the construction of such ramp is not commenced within fifteen (15) years from the date hereof, then the Property shall, without any further act or deed of any kind or nature whatsoever, automatically revert to the then owner or owners of the property adjoining on the east and south of the Property. Grantee, or its successor in title, agrees, however, if requested to do so, to confirm such a conveyance or reversion be deed or other appropriate recordable instrument.

C. Breedden is the existing successor in title to the property described in the Condition as "... the property adjoining on the east and south of the Property ..." (the "Adjoining Property").

D. Breedden desires to terminate the Condition such that the Property will not revert or convey to Breedden or any subsequent successor in title to the Adjoining Property by reason of the Condition and by this Termination quitclaims any right, title and interest Breedden may have in the Property by reason of the Condition, all as more particularly set forth herein.

E. Notwithstanding the foregoing, if the County or any successor in title to the Property shall ever abandon the Property or seek to transfer it to any party other than the Commonwealth of Virginia, fee simple title shall be granted without cost to Breeden or its successor in title to the Adjoining Property.

F. Other than as may be terminated by this Termination, this Termination shall be subject to restrictions, easements and conditions of record insofar as they may be lawfully applicable to the Property or any portion thereof.

#### TERMINATION

NOW, THEREFORE, for and in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Breeden hereby agrees as follows:

1. Notwithstanding the terms of the Original Deed, Breeden hereby terminates the Condition as of the date hereof and the Condition shall be deemed to be deleted in its entirety from the Original Deed and Breeden hereby quitclaims all right, title and interest it may have in and to the Property by reason of the Condition.

2. Notwithstanding the foregoing, if the County or any successor in title to the Property shall ever abandon the Property or seek to transfer it to any party other than the Commonwealth of Virginia, fee simple title shall be granted without cost to Breeden or its successor in title to the Adjoining Property.

3. Other than as may be terminated by this Termination, the quitclaim by Breeden of its right, title and interest in and to the Property by reason of the Condition shall be subject to restrictions, easements and conditions of record insofar as they may be lawfully applicable to the Property or any portion thereof.

4. This Termination shall be governed by the laws of the Commonwealth of Virginia and shall be binding upon the parties hereto and their respective successors in title.

WITNESS the following signatures:

BREEDEN PROPERTIES, INC., a Virginia  
corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE COUNTY OF HENRICO, a political  
subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1130529v1