



Application for  
**Rezoning**

OFFICE USE ONLY  
Date Received:

**OCTOBER 5, 2023**

Case Number: RZ **23 - 00011**

Complete this application in its entirety and submit pages 4 and 5 along with the required materials (including any required supplements) as listed on page 2 to the address below:

City of Hampton  
Community Development Department, Planning Division  
22 Lincoln Street, 5th Floor  
Hampton, Virginia 23669

**1. PROPERTY INFORMATION**

Address or Location 31, 39, 41, and 49 Sempole Farm Road

LRSN 6001077, 6000966, Current Zoning District R-11 Proposed Zoning District MD-1  
6001076, and 6001075

Current Land Use Vacant Land

Proposed Land Use Townhomes

The proposed use will be in: ☐ an existing building ☐ a new addition ☒ a new building

**2. PROPERTY OWNER INFORMATION (an individual or a legal entity may be listed as owner)**

Owner's Name JB Holdings LLC

Address 625 E 13th Street City Wichita State KS Zip 67214

Phone \_\_\_\_\_ Email \_\_\_\_\_

**3. APPLICANT INFORMATION (if different from owner)**

Applicant's Name D.R. Horton, Inc.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**4. APPLICANT AGENT INFORMATION (if different from applicant)**

Agent's Name Kaufman & Canoles, P.C. Attn: Timothy O. Trant II, Esq.

Address 11815 Fountain Way, Suite 400 City Newport News State VA Zip 23606

Phone 757.259.3823 Email totrant@kaufcan.com

## 5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS

Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), title(s), signature(s), and date(s) of authorized representative(s) of the legal entity (attach additional page if necessary):

Name of Legal Entity JB Holdings LLC

Signed by:

Name (printed) GREG JOHNSON, Its (title) MEMBER

Signature Greg Johnson Date 9/19/23

Name (printed) \_\_\_\_\_, Its (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_, Its (title) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 6. CERTIFICATION FOR INDIVIDUAL PROPERTY OWNERS

Complete this section only if the property owner is an individual or individuals.

"I hereby submit that I am the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

Name(s), signature(s), and date(s) of owner(s) (attach additional page if necessary):

Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### OFFICE USE ONLY

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Application Form | <input type="checkbox"/> Narrative Statement | <input type="checkbox"/> Proffer Statement                  |
| <input type="checkbox"/> Application Fee  | <input type="checkbox"/> Survey Plat         | <input type="checkbox"/> Additional materials (if required) |

## **PROJECT NARRATIVE**

### **Yorkhampton Towns** **February 9, 2024**

The subject property located at 31, 39, 41, and 49 Semple Farm Road, Hampton and comprises approximately 7.87 acres. The property is zoned R-11 DISTRICT—ONE FAMILY RESIDENTIAL (R-11) and the applicant proposes to rezone the property to MD-1 DISTRICT—TOWNHOUSE MULTIFAMILY RESIDENTIAL (MD-1).

The project is proposed to consist of 67 townhome units in a mix of building configurations from 3 unit to 6 unit models. The homes are anticipated to contain approximately 1,500 square feet of conditioned floor space, feature front loaded garages, raised slab foundations, brick or stone veneer on all sides of the foundation, and are projected to sell in the \$350,000.00 range. All roads within the development shall be private. Trash and recycling collection is proposed to be public. Key features of the project include:

- The following exterior building materials:
  - Vinyl Siding (minimum of 0.046 inches of thickness and a minimum of five inches in width)
  - Stone or Brick Veneer Accents
  - Vinyl Shutters (wood tone)
  - PVC Trim
  - 30 year Architectural Shingles
- Community Bike racks
- Community Benches
- A Community Gazebo
- Children's playground (equipment similar to that shown in the attached pictures)
- Attractive Entrance Features
- Community Sidewalks
- Pedestrian Trail
- Designed to meet the 110 mile per hour wind load requirements of building code
- Energy Star certified hot water heaters, refrigerators, and dishwashers
- Two (2) electric vehicle charging stations

Parking needs for this community will be met via one garage parking spot and one driveway parking spot for each lot. An additional 14 spots are provided for visitors and amenity access, 10 of which are parallel and centrally located with the other 4 perpendicular spots providing better access to features such as the playground.

Stormwater within the site shall be treated with a series of ponds and/or filters based on ultimate soil conditions. The discharge point at the existing storm network will be analyzed for adequacy and the stormwater infrastructure shall be designed to meet the standards set with 9VAC25-870-66.

The community is intended to provide an exceptional quality of life for our residents with high quality design and construction in close proximity to large employment centers with convenient access to goods, services, and the interstate.

SURVEYOR'S CERTIFICATION

TO D.R. HORTON, INC., TITLE RESOURCES QUARNTY COMPANY, & JB HOLDINGS, LLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7A, 8-9, 13, & 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/25/22.

SIGNED: \_\_\_\_\_

PROPERTY DESCRIPTION (PER COMMITMENT EXHIBIT A)

PARCEL 1:  
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HAMPTON, VIRGINIA, LOCATED ON THE SOUTHERLY SIDE OF SEMPLE FARM ROAD, CONTAINING 1.925 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON SEMPLE FARM ROAD WHICH IS THE NORTH-EAST CORNER OF THE PROPERTY HEREIN CONVEYED AND RUNNING THENCE S., 8 DEGREES 01 MINUTES 30 SECONDS E., ALONG THE BOUNDARY LINE OF THE PROPERTY CONVEYED BY DEED OF EVEN DATE TO PEARL WINDER VENEY, ET ALS., TO A POINT WHICH IS THE SOUTHEAST BOUNDARY OF THE PROPERTY HEREIN CONVEYED, THENCE N., 80 DEGREES 40 MINUTES 00 SECONDS W., 140.79 FEET TO A POINT; THENCE N. 8 DEGREES 01 MINUTES 30 SECONDS W., 555.80 FEET ALONG A 40-FOOT RIGHT OF WAY TO A POINT ON SEMPLE FARM ROAD; THENCE IN AN EASTERLY DIRECTION IN AN ARC ALONG SEMPLE FARM ROAD 67.99 FEET TO A POINT; THENCE CONTINUING IN AN ARC ALONG SEMPLE FARM ROAD 48.46 FEET TO A POINT; THENCE N., 80 DEGREES 16 MINUTES E., 22.24 FEET, MORE OR LESS, ALONG SEMPLE FARM ROAD TO THE POINT OR PLACE OF BEGINNING, ALL AS SHOWN ON A CERTAIN PLAT ENTITLED, "PLAT SHOWING PARTIAL PARTITION OF WILLIE JOHNSON ESTATE, BEING LOCATED ON SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," DATED NOVEMBER 4, 1965, MADE BY S. J. GLASS, CERTIFIED LAND SURVEYOR, A COPY OF WHICH IS ATTACHED TO AND MADE A PART OF A CERTAIN DEED RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON, VIRGINIA, IN DEED BOOK 395, PAGE 351; THE SAID PROPERTY HEREIN CONVEYED BEING THE WESTERLY HALF OF PARCEL 2 AS SHOWN ON SAID PLAT.

BEING THE SAME PROPERTY CONVEYED TO J.B. HOLDING, LLC, A KANSAS LIMITED LIABILITY COMPANY BY DEED FROM FLOYD E. WINDER, WIDOWED AND NOT REMARRIED, DATED SEPTEMBER 29, 2015, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON, VIRGINIA, ON OCTOBER 6, 2015 IN INSTRUMENT NO. 150012670.

TAX ID NO. 6001077 – 31 SEMPLE FARM ROAD

AND

PARCEL 2:  
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF AND, LOCATED M THE CITY OF HAMPTON, VIRGINIA, KNOWN, NUMBERED AND DESIGNATED AS LOT 11 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "MAGRUDER, ESTATES, SECTION 3" MADE BY WILLIAM M. SOURS, SURVEYOR, DATED JANUARY 2, 1990, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23.

BEING THE SAME PROPERTY CONVEYED TO J.B. HOLDING, LLC, A KANSAS LIMITED LIABILITY COMPANY BY DEED FROM DR TWO, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, DATED DECEMBER 19, 2012, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON, VIRGINIA, ON OCTOBER 6, 2015 IN INSTRUMENT NO. 120019191.

TAX ID NO. 6000966 – 39 SEMPLE FARM ROAD

AND

PARCEL 3  
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND WITH THE PRIVILEGES AND APPURTENANCES THEREUNTO BELONGING, SITUATE, AND BEING IN THE CITY OF HAMPTON, VIRGINIA, AND BEING KNOWN AND DESIGNATED AS "PARCEL "A" CATHERINE WHITE ESTATE 0.902 AC. +/-" AS SHOWN ON A CERTAIN PLAT ENTITLED, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," DATED MAY 16, 1973, MADE BY S.J. GLASS & ASSOCIATES, ENGINEERING SERVICES, HAMPTON, VIRGINIA, A COPY O F SAID PLAT IS ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED DATED SEPTEMBER 10, 1979, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, IN DEED BOOK 561, PAGE 113.

BEING THE SAME PROPERTY CONVEYED TO J.B. HOLDING, LLC, A KANSAS LIMITED LIABILITY COMPANY BY DEED FROM THOMAS A. BURCHER AND ANGELAINE HARMONIE MASON, SPECIAL COMMISSIONERS, DATED DECEMBER 10, 2015, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON, VIRGINIA, ON OCTOBER 6, 2015 IN INSTRUMENT NO.160002105

TAX ID NO. 6001076 – 41 SEMPLE FARM ROAD

AND

PARCEL 4  
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND WITH THE PRIVILEGES AND APPURTENANCES THEREUNTO BELONGING, SITUATE, AND BEING IN THE CITY OF HAMPTON, VIRGINIA, AND BEING KNOWN AND DESIGNATED AS "PARCEL "B" CATHERINE WHITE ESTATE 4.677 AC. +/-" AS SHOWN ON A CERTAIN PLAT ENTITLED, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," DATED MAY 16, 1973, MADE BY S.J. GLASS & ASSOCIATES, ENGINEERING SERVICES, HAMPTON, VIRGINIA, A COPY OF SAID PLAT IS ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED DATED SEPTEMBER 10, 1979, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, IN DEED BOOK 561, PAGE 113.

BEING THE SAME PROPERTY CONVEYED TO J.B. HOLDING, LLC, A KANSAS LIMITED LIABILITY COMPANY BY DEED FROM ROBERT HARRIS, SPECIAL COMMISSIONERS, DATED DECEMBER 7, 2012, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON, VIRGINIA, ON DECEMBER 7, 2012 IN INSTRUMENT NO. 120018496.

TAX ID NO. 6001075 – 49 SEMPLE FARM ROAD

SURVEY'S NOTE: PLAT REFERENCED AS BEING RECORDED IN DEED BOOK 561, PAGE 113 WAS NOT AVAILABLE AT TIME OF SURVEY. PLAT MAY BE UNRECORDED. A COPY OF A PLAT BEARING THE SAME NAME AS THAT PLAT REFERENCED IN DEED BOOK 561, PAGE 113, WAS OBTAINED FROM THE CITY OF HAMPTON DEPARTMENT OF ENGINEERING AND WAS UTILIZED FOR PARCEL COMPIlation AND ANALYSIS OF THE FIELD LOCATED MONUMENTS. THIS SURVEY DOES NOT INTEND TO CERTIFY THAT PARCEL "A" & PARCEL "B", AS SURVEYED AND SHOWN HEREON, ARE THE SAME PARCELS IDENTIFIED IN THE COMMITMENT PROVIDED.

AS-SURVEYED PROPERTY DESCRIPTION

COMMITMENT PARCEL 1:

BEGINNING AT A POINT, A PIN FOUND, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD AND THE WESTERN LINE OF PARCEL 2 AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES, ENGINEERING SERVICES, HAMPTON, VIRGINIA, DATED NOVEMBER 4, 1965, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 395, AT PAGE 353;

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, WITH A CENTRAL ANGLE OF 06°39'59", AN ARC LENGTH OF 67.99 FEET, A CHORD BEARING OF NORTH 58°42'45" EAST AND A CHORD DISTANCE OF 48.43 FEET TO A POINT, A NAIL SET;

THENCE CONTINUING ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 416.50 FEET, WITH A CENTRAL ANGLE OF 06°39'59", AN ARC LENGTH OF 48.46 FEET, A CHORD BEARING OF NORTH 75°01'50" EAST AND A CHORD DISTANCE OF 48.43 FEET TO A POINT, A NAIL SET;

THENCE CONTINUING ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD, NORTH 78°21'49" EAST, TO THE WESTERN LINE OF "EASTERLY PART OF PARCEL 2" AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT OF THE PROPERTY OF EMMANUEL LUTHERAN CHURCH PARCEL 1A AND THE EASTERLY PART OF PARCEL 2 PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE AND A PARCEL OF LAND CONTAINING .0857 ACRE" DATED DECEMBER 20, 1989 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 972, AT PAGE 392 (PLAT); FOR A DISTANCE OF 28.34 FEET(FIELD) 22.24(DEED) TO A POINT, A NAIL SET;

THENCE DEPARTING SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG SAID WESTERN LINE OF THE "EASTERLY PART OF PARCEL 2", SOUTH 09°55'41" EAST, TO THE NORTHERN PROPERTY LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20, A DISTANCE OF 605.53 FEET TO A POINT, PIN SET;

THENCE ALONG SAID NORTHERN LINE OF LOT 10-A, SOUTH 88°16'06" WEST, TO THE SOUTHEASTERN CORNER OF LOT 11, AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23 A DISTANCE OF 140.79 FEET TO A POINT, A PIN FOUND;

THENCE ALONG SAID EASTERN LINE OF LOT 11, NORTH 09°55'41" WEST FOR A DISTANCE OF 555.80 FEET(DEED)(PLAT),555.81 FEET(FELD) TO A POINT, A PIN FOUND, THE POINT OF BEGINNING.

COMMITMENT PARCEL 2:

COMMENCING AT A POINT, A PIPE FOUND, ON THE SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL "A" AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN INSTRUMENT 220009348;

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD SOUTH 09°59'32" EAST FOR A DISTANCE OF 21.84 FEET TO A POINT, A PIN SET, THE POINT OF BEGINNING.

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, NORTH 33°56'47" EAST, TO THE DIVIDING LINE OF PORTION OF PARCEL 2, AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES DATED NOVEMBER 4, 1965, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 395, AT PAGE 353, AND LOT 11, AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23 A DISTANCE OF 60.96 FEET TO A POINT, A PIN SET;

THENCE DEPARTING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG SAID DIVIDING LINE OF PORTION OF PARCEL 2 AND LOT 11, SOUTH 09°55'41" EAST, TO THE DIVIDING LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20, AND LOT 11, A DISTANCE 534.13 FEET TO A POINT, A PIN FOUND;

THENCE ALONG SAID DIVIDING LINE OF LOT 10-A AND LOT 11, SOUTH 88°16'06" WEST, TO THE DIVIDING LINE OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN INSTRUMENT 220009348, AND LOT 11, A DISTANCE OF 43.20 FEET TO A POINT, A PIPE FOUND;

THENCE ALONG SAID DIVIDING LINE OF PARCEL "B" AND LOT 11, NORTH 09°23'24" WEST, A DISTANCE OF 101.42 FEET TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND LOT 11 NORTH 09°59'32" WEST FOR A DISTANCE OF 382.63 FEET TO A POINT, A PIN SET, THE POINT OF BEGINNING.

COMMITMENT PARCEL 3:

BEGINNING AT A POINT, A PIPE FOUND ON THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, SAID PIPE BEING NORTHWESTERN CORNER OF PARCEL "A" AND THE NORTHEASTERN CORNER OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN INSTRUMENT 220009348 ;

THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD NORTH 30°28'45" EAST FOR A DISTANCE OF 303.35' TO A POINT, A PIPE FOUND;

THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD SOUTH 09°59'32" EAST FOR A DISTANCE OF 21.84' TO A POINT, A PIN SET IN THE NORTHWESTERN CORNER OF LOT 11 AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23;

THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD AND RUNNING ALONG THE DIVIDING LINE OF LOT 11 AND PARCEL "A" SOUTH 09°59'32" EAST TO THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" FOR A DISTANCE OF 382.63'(FIELD) 382.41'(PLAT) TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" NORTH 58°34'26" WEST FOR A DISTANCE OF 262.56' TO A POINT, A PIPE FOUND, THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT, A PIPE FOUND ON THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, SAID PIPE FOUND IN THE NORTHWESTERN CORNER OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN INSTRUMENT 220009348;

THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD NORTH 30°28'45" EAST TO THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" OF AFORESAID PLAT, FOR A DISTANCE OF 262.15' TO A POINT, A PIPE FOUND;

THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD AND RUNNING ALONG THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" SOUTH 58°34'26" EAST TO THE DIVIDING LINE OF LOT 11 AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23, AND SAID PARCEL "A" FOR A DISTANCE OF 262.56' TO A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND LOT 11 SOUTH 09°23'24" EAST TO THE DIVIDING LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20, AND SAID PARCEL "B" FOR A DISTANCE OF 101.42' TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 09°23'18" EAST FOR A DISTANCE OF 9.46' TO A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 06°36'20" EAST FOR A DISTANCE OF 179.50' TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 08°06'03" EAST FOR A DISTANCE OF 192.59' TO A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 06°20'55" EAST FOR A DISTANCE OF 164.99' TO A POINT, A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 05°35'28" EAST FOR A DISTANCE OF 193.42' TO A POINT, A PIN FOUND.

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 05°35'28" EAST TO THE DIVIDING LINE OF LOT 9, AS DESCRIBED IN DEED BOOK 1198, AT PAGES 1753 DATED MARCH 21, 1997 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, AND SAID PARCEL "B" FOR A DISTANCE OF 58.47' TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND SAID LOT 9 NORTH 30°04'44" WEST FOR A DISTANCE OF 929.14' TO A POINT, A PIPE FOUND, THE POINT OF BEGINNING.

EXCEPTIONS (PER COMMITMENT SCHEDULE B, PART II)

8. SANITARY SEWER EASEMENT GRANTED THE CITY OF HAMPTON, VIRGINIA, A MUNICIPAL CORPORATION, BY INSTRUMENT FROM FLOYD E. WINDER AND JOYCE B. WINDER, HUSBAND AND WIFE, DATED JANUARY 17, 2000, AND RECORDED FEBRUARY 14, 2000 AT 10:28 AM AS INSTRUMENT NO. 000002256, IN DEED BOOK 1319, PAGE 11, AFFECTING THE SUBJECT PROPERTY 15 FEET WIDE ALONG THE FRONT PROPERTY LINE, ADJACENT TO SAMPLE FARM ROAD, (AS TO PARCEL NO. 6001077)  
SURVEY'S NOTE: EASEMENT IS LOCATED AS SHOWN HEREON.

9. SUBJECT TO ALL EASEMENTS, RIGHTS AND RESPONSIBILITIES CREATED BY THAT DECLARATION OF CROSS EASEMENTS AGREEMENT DATED DECEMBER 10, 1996 BY AND BETWEEN BY DERBY RUN ASSOCIATES, L.P., A VIRGINIA LIMITED PARTNERSHIP AND DERBY RUN II ASSOCIATES, L.P., A VIRGINIA LIMITED PARTNERSHIP, AS DECLARANTS, AND RECORDED IN THE CLERK'S OFFICE AFORESAID IN DEED BOOK 1191, AT PAGE 1352. (AS TO PARCEL ID NO. 6000966)  
SURVEY'S NOTE: NOT PLOTTABLE MAY. AFFECT OF SUBJECT PROPERTY.

10. ANY AND ALL RIGHTS OF WAY, NOTES, RESTRICTIONS, DECLARATIONS, SET BACKS, EASEMENTS, COVENANTS, AGREEMENTS, IF ANY, AS SHOWN ON THE PLAT(S) ENTITLED, "MAGRUDER ESTATES – SECITON THREE", RECORDED AMONG THE LAND RECORDS OF COUNTY IN PLAT BOOK10, PAGE(S) 23. (AS TO PARCEL ID NO. 6000966) 15 FOOT EASEMENT DEDICATION TO THE CITY OF HAMPTON ALONG SEMPLE FARM ROAD.  
SURVEY'S NOTE: DEDICATION IS LOCATED AS SHOWN HEREON.

11. SUBJECT TO A(N) AGREEMENT WITH TELCOM SYSTEMS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY RECORDED AMONG THE LAND RECORDS OF THE CITY OF HAMPTON COUNTY CLERK IN INSTRUMENT NO. 030012480. (AS TO PARCEL ID NO. 6000966)  
SURVEY'S NOTE: NOT PLOTTABLE. MAY AFFECT OF SUBJECT PROPERTY.

12. SANITARY SEWER EASEMENT GRANTED THE CITY OF HAMPTON BY INSTRUMENT DATED JANUARY 6, 2000 AND RECORDED JANUARY 27, 2000 AS INSTRUMENT NO. 000001282 IN DEED BOOK 1317, PAGE 589, 15 FEET WIDE ADJACENT TO SEMPLE FARM ROAD. (AS TO PARCEL ID 6001075)  
SURVEY'S NOTE: EASEMENT IS LOCATED AS SHOWN HEREON.

13. EASEMENT OF RIGHT OF WAY 200 FEET IN WIDTH, OVER, UPON AND ACROSS THE LANDS AND PROPERTIES OF THE INSURED PROPERTY GRANTED BY INSTRUMENT DATED APRIL 27, 1961 TO VIRGINIA ELECTRIC AND POWER COMPANY, RECORDED IN DEED BOOK309, PAGE 217, INCIDENT TO A CONDEMNATION PROCEEDING, THE STYLE OF WHICH IS VIRGINIA ELECTRIC AND POWER COMPANY, A VIRGINIA CORPORATION V. OCTAVIA SMITH, ET ALS, THE ORDER CONFIRMING THE COMMISSIONER'S REPORT IN SAID PROCEEDINGS BEING DATED JUNE 3, 1952, AND RECORDED IN THE CLERK'S OFFICE OF SAID COURT IN DEED BOOK 194, PAGE 421, FOR THE PERPETUAL RIGHT, PRIVILEGE AND EASEMENT OF RIGHT OF WAY TO LAY, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE ONE OR MORE PIPE LINES AND ONE OR MORE CONDUIT AND CABLE LINES, TOGETHER WITH ALL WIRES, VALVES, REGULATORS, METERS, ATTACHMENTS, EQUIPMENT, ACCESSORIES AND APPURTENANCES DESIRABLE IN CONNECTION THEREWITH, FOR THE TRANSPORTATION OF NATURAL GAS, OIL, PETROLEUM PRODUCTS OR ANY OTHER LIQUIDS, GASES OR SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH A PIPE LINE, AND FOR TRANSMITTING AND DISTRIBUTING ELECTRIC POWER, RESPECTIVELY, UNDER, OVER, UPON, ACROSS AND THROUGH SAID PROPERTY, AS SHOWN ON A PLAT CONTAINED IN THE CONDEMNATION FILE, IS UNRECORDED. (AS TO PARCEL 6001075)  
SURVEY'S NOTE: APPROXIMATE LOCATION OF EASEMENT IS LOCATED AS SHOWN HEREON.

14. SUBJECT TO THAT CERTAIN PLAT ENTITLED, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," DATED MAY 16, 1973, MADE BY S.J. GLASS & ASSOCIATES, ENGINEERING SERVICES, HAMPTON, VIRGINIA, A COPY OF SAID PLAT IS ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED DATED SEPTEMBER 10, 1979, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, IN DEED BOOK 561, PAGE 113, AND RE-RECORDED IN INSTRUMENT 220009348 TO INCLUDE SAID PLAT.  
SURVEY'S NOTE: MATTERS ARE LOCATED AS SHOWN HERON.

SURVEY NOTES

S-1. THE MERIDIAN SOURCE OF THIS SURVEY/PLAT IS BASED ON THE CITY OF HAMPTON GEODETIC CONTROL NETWORK WHICH REFERS TO THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 (2011).

S-2. THIS SURVEY/PLAT WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING TITLE REPORT: TITLE RESOURCES QUARNTY COMPANY; COMMITMENT NO.: 1110021-06973; COMMITMENT DATE: AUGUST 25, 2022 AT 8:00AM.

S-3. THIS SURVEY/PLAT DOES NOT INTEND TO DEPICT ANY WETLANDS, HAZARDOUS WASTE, AND OTHER ENVIRONMENTAL CONDITIONS UNLESS OTHERWISE NOTED AND/OR SHOWN.

S-4. THE UNDERGROUND UTILITY INFORMATION IS DEPICTED BASED ON A COMBINATION OF EXISTING DESIGNATIONS/MARKINGS, FIELD LOCATED STRUCTURES, AND PLAN INFORMATION. THEREFORE, THE UTILITY INFORMATION SHOWN MAY NOT ACCURATELY REPRESENT THAT OF WHICH IS ACTUALLY IN PLACE IN THE FIELD. THIS SURVEY/PLAT MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITY INFORMATION SHOWN COMPRISES ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

S-5. THE PROPERTY SHOWN APPEARS TO FALL WITHIN FLOOD ZONE(S) ZONE "X" & "X"(0.2%), ACCORDING TO F.E.M.A.'S FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THE CITY OF HAMPTON, VIRGINIA. MAP NUMBER 5155270010H, EFFECTIVE ON 05/16/16.

S-6. COMMITMENT PARCEL 1 ADDRESS: 31 SEMPLE FARM ROAD  
COMMITMENT PARCEL 2 ADDRESS: 39 SEMPLE FARM ROAD  
COMMITMENT PARCEL 3 ADDRESS: 41 SEMPLE FARM ROAD  
COMMITMENT PARCEL 4 ADDRESS: 49 SEMPLE FARM ROAD

S-7. AREAS DESIGNATED AS "ACCESS" ARE EXISTING PHYSICAL POINTS OF INGRESS AND/OR EGRESS.

S-8. PARKING SPACES: REGULAR = 0  
HANDICAP = 0  
TOTAL = 0

(COUNTS ARE BASED ON EXISTING STRIPING AND DO NOT INTEND TO REPRESENT PARKING SPACES IN CONFORMANCE WITH THE ZONING ORDINANCE)

S-9. OVERALL SUBJECT PROPERTY ZONING: R-11  
(REF: CITY OF HAMPTON GIS WEBSITE INFORMATION)

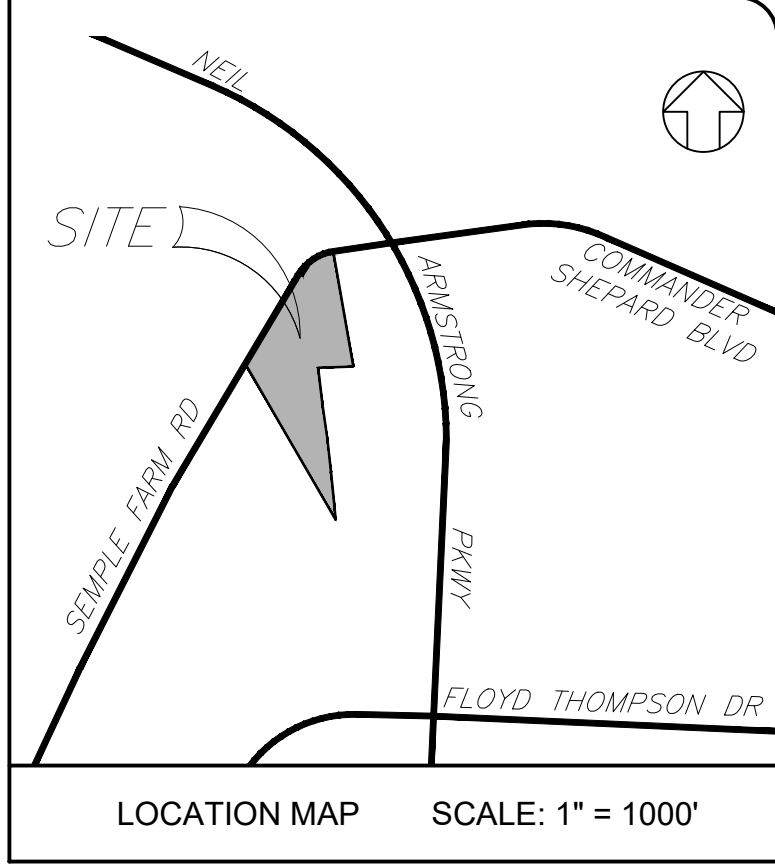
ZONING CLASSIFICATION AND CRITERIA SHOULD BE VERIFIED PRIOR TO DESIGN/DEVELOPMENT/CONSTRUCTION. PROPERTY MAY BE SUBJECT TO OTHER CONDITIONAL USE AND/OR VARIANCE(S) APPROVED BY CITY/COUNTY COUNCIL, PLANNING COMMISSION, BOARD OF SUPERVISORS, AND/OR BOARD OF ZONING APPEALS. A ZONING REPORT WAS NOT SUPPLIED BY THE CLIENT AND/OR THE INSURER AT TIME OF SURVEY.

S-10. STATEMENT OF ENCROACHMENTS: ALL VISIBLE PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. SOME PHYSICAL IMPROVEMENTS WITHIN CLOSE PROXIMITY OF THE PARCEL/LOT LINES ARE DIMENSIONED FOR CLARITY; THIS SURVEY DOES NOT INTEND TO MAKE A STATEMENT AS TO THE OWNERSHIP OF THE PHYSICAL IMPROVEMENTS.

S-11. SOURCE OF TITLE AND RIGHT-OF-WAY STATUS FOR SEMPLE FARM ROAD WAS UNAVAILABLE AT TIME OF SURVEY. NO TITLE INVESTIGATION WAS PROVIDED FOR RIGHTS-OF-WAY AREAS. SEMPLE FARM ROAD MAY BE A PRESCRIPTIVE RIGHT-OF-WAY AND IS MAINTAINED BY THE CITY OF HAMPTON FOR PUBLIC TRAVEL USE.

S-12. THE PROPERTY ABUTS, WITHOUT GAPS, GORES, OR STRIPS, SEMPLE FARM ROAD. THE PROPERTY HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM SEMPLE FARM ROAD.

S-13. THE PARCELS COMPRISING THE PROPERTY ABUT WITHOUT GAPS, GORES, OR STRIPS ALONG THEIR COMMON BOUNDARY LINES.



816 GREENBRIER CIR., SUITE 101  
CHESAPEAKE, VIRGINIA, 23320  
(757) 226-0081 www.kbjwgroup.com

KOONTZ  
BRYANT  
JOHNSON  
WILLIAMS

DRAFT

DESIGNED	REVISIONS		DRAWN DWS	CHECKED
	NO.	DATE		
DESCRIPTION				
POST APPROVAL				

ALTANSPS LAND TITLE SURVEY OF  
TAX PARCELS 6001077, 6000966, & 6001076  
HAMPTON, VIRGINIA

EXCLUSIVELY FOR D.R. HORTON, INC

DATE: 11/02/22  
PROJECT: 21210-001

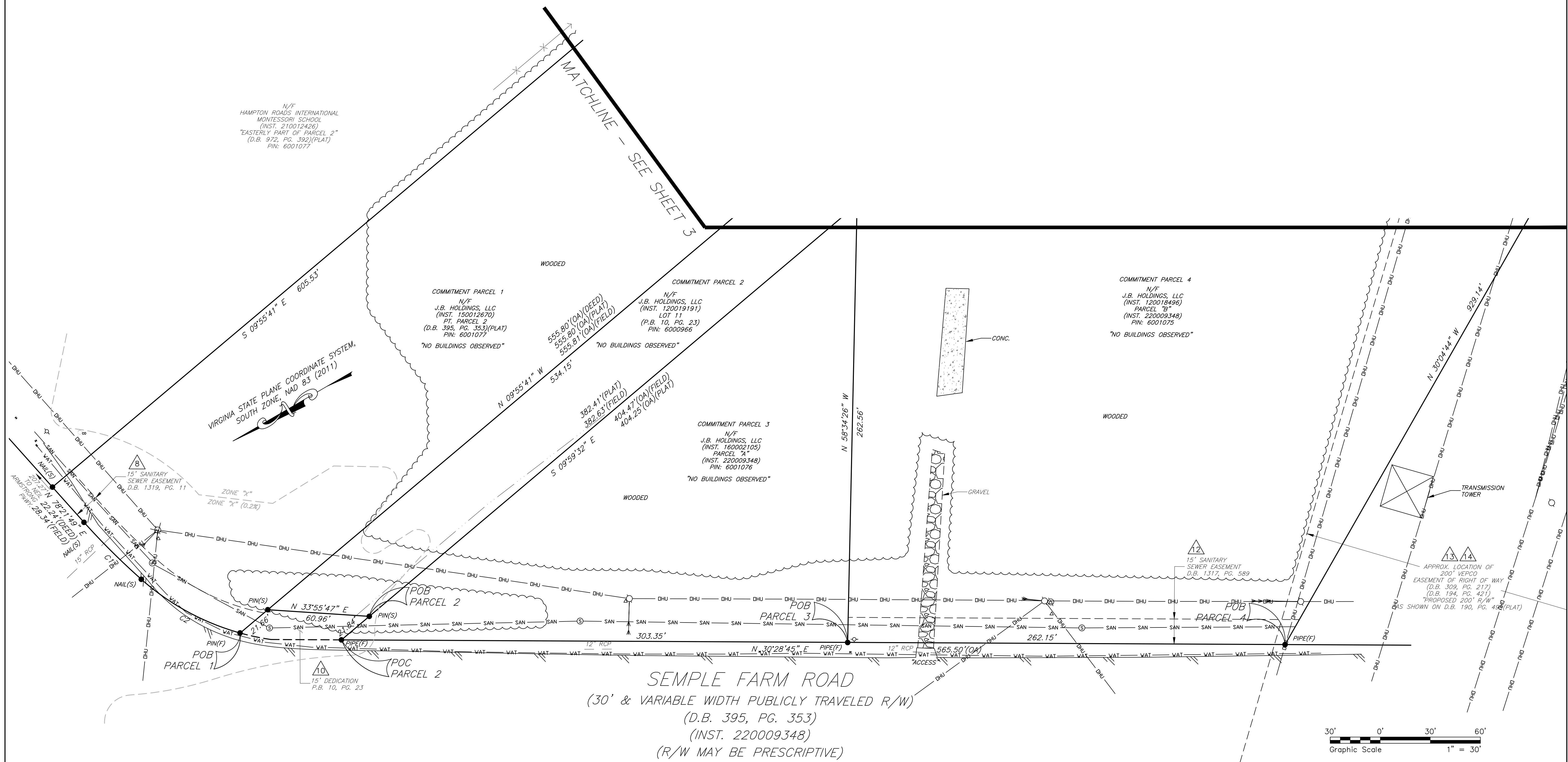
SHEET:  
1 of 3



- LEGEND
- ⊙ SANITARY MANHOLE
  - DHU — OVERHEAD UTILITY
  - GAS — UNDERGROUND GAS
  - TEL — UNDERGROUND TELECOMMUNICATION
  - WAT — UNDERGROUND WATER
  - ▬▬▬ EDGE OF ASPHALT PAVEMENT
  - R/W RIGHT OF WAY
  - SSO SEWER CLEAN OUT
  - ◇ WATER METER
  - TREE LINE
  - UTILITY POLE
  - ⊗ WATER VALVE
  - FIRE HYDRANT
  - MONUMENT FOUND OR TO BE SET
  - △ TELEPHONE PEDESTAL

CURVE DATA						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
C1	416.50'	6°39'59"	48.46'	24.26'	48.43'	N 75°01'50" E
C2	150.00'	25°58'10"	67.99'	34.59'	67.41'	N 58°42'45" E

PARCEL AREA DATA		
PARCEL	SQUARE FEET	ACREAGE
COMMITMENT PARCEL 1	81930	1.881
COMMITMENT PARCEL 2	21426	0.492
COMMITMENT PARCEL 3	39819	0.914
COMMITMENT PARCEL 4	202633	4.652



ALTANSPS LAND TITLE SURVEY OF  
TAX PARCELS 6001077, 6000966, & 6001076  
HAMPTON, VIRGINIA

SCALE: 1" = 30'  
DATE: 11/02/22  
PROJECT: 21210-001

SHEET:  
2 of 3

NO. DATE

REVISIONS DESCRIPTION

POST APPROVAL

DESIGNED

DRAWN

CHECKED

EXCLUSIVELY FOR D.R. HORTON, INC

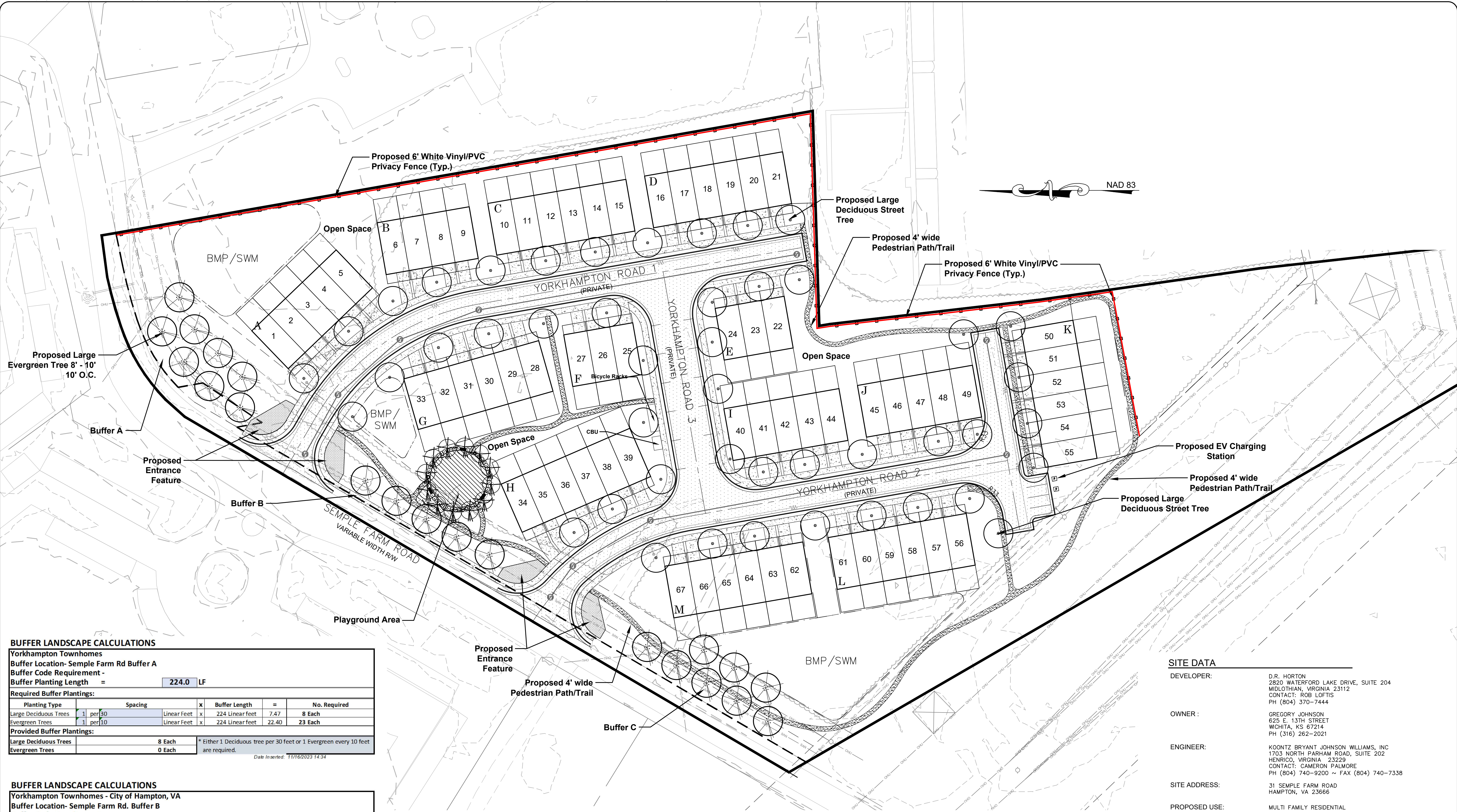
DRAFT

KOONTZ  
BRYANT  
JOHNSON  
WILLIAMS

816 GREENBRIER CIR., SUITE 101  
CHESAPEAKE, VIRGINIA 23320  
(757) 226-0081 www.kbjwgroup.com







BUFFER LANDSCAPE CALCULATIONS						
Yorkhampton Townhomes						
Buffer Location- Simple Farm Rd Buffer A						
Buffer Code Requirement -						
Buffer Planting Length		=	224.0	LF		
Required Buffer Plantings:						
Planting Type	Spacing		x	Buffer Length	=	No. Required
Large Deciduous Trees	1	per 30	x	224 Linear feet	7.47	8 Each
Evergreen Trees	1	per 10	x	224 Linear feet	22.40	23 Each
Provided Buffer Plantings:						
Large Deciduous Trees	8 Each		* Either 1 Deciduous tree per 30 feet or 3 Evergreen every 10 feet are required.			
Evergreen Trees	0 Each					

BUFFER LANDSCAPE CALCULATIONS						
Yorkhampton Townhomes - City of Hampton, VA						
Buffer Location- Simple Farm Rd. Buffer B						
Buffer Code Requirement -						
Buffer Planting Length		=	192.0	LF		
Required Buffer Plantings:						
Planting Type		Spacing	x	Buffer Length	=	No. Required
Large Deciduous Trees	1 per 30	Linear Feet	x	192 Linear feet	6.40	8 Each
Evergreen Trees	1 per 10	Linear Feet	x	192 Linear feet	19.20	20 Each
Provided Buffer Plantings:						
Large Deciduous Trees		8 Each	* Either 1 Deciduous tree per 30 feet or 1 Evergreen every 10 feet are required.			
Evergreen Trees		0 Each				
Date Inserted: 11/16/2023 14:33						

BUFFER LANDSCAPE CALCULATIONS

Yorkhampton Townhomes - City of Hampton, VA

Buffer Location - Simple Farm Rd. Buffer C

Buffer Code Requirement -

Buffer Planting Length = 239.0 LF

Required Buffer Plantings:

Planting Type	Spacing	x	Buffer Length	=	No. Required
Large Deciduous Trees	1 per 30	Linear Feet	x 239 Linear feet	7.97	8 Each
Evergreen Trees	1 per 10	Linear Feet	x 239 Linear feet	23.90	24 Each

Provided Buffer Plantings:

Large Deciduous Trees	8 Each	* Either 1 Deciduous tree per 30 feet or 1 Evergreen every 10 feet are required.
Evergreen Trees	0 Each	

Date Inserted: 11/16/2023 14:32

NOTES

- THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (VACANT LOTS ALONG SIMPLE FARM ROAD NEAR THE INTERSECTION OF NEIL ARMSTRONG PARKWAY) IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY
- THIS SITE LIES WITHIN AIRCRAFT ACCIDENT POTENTIAL ZONE AND/OR NOISE ZONE(S) (65db) AND MAY BE SUBJECT TO AIRCRAFT ACCIDENTS AND/OR ABOVE AVERAGE NOISE LEVELS DUE TO ITS PROXIMITY TO AIRPORT OPERATIONS. NOISE ATTENUATION MEASURES FOR NEW CONSTRUCTION MAY BE REQUIRED IN ACCORDANCE WITH THE AIRPORT NOISE ATTENUATION AND SAFETY ORDINANCE AND HEIGHT RESTRICTIONS HAVE BEEN IMPOSED IN ACCORDANCE WITH THE HAMPTON CITY ZONING ORDINANCE.
- TOPOGRAPHICAL INFORMATION HEREON ARE FROM HAMPTON GIS AND LIDAR COMPILATION.
- ROADS WITHIN THE SUBDIVISION ARE PRIVATE AND SHALL NOT BE MAINTAINED BY VDOT OR THE CITY.

FLOODPLAIN

THE PROPERTY SHOWN HEREON IS WITHIN ZONE X. THE SITE IS SHOWN ON THE FOLLOWING FEMA FLOOD INSURANCE RATE MAP:

COMMUNITY: CITY OF HAMPTON  
NUMBER: 515527, PANEL: 0010, SUFFIX: H  
MAP NO. 5155270010H (EFFECTIVE 05/16/2016).

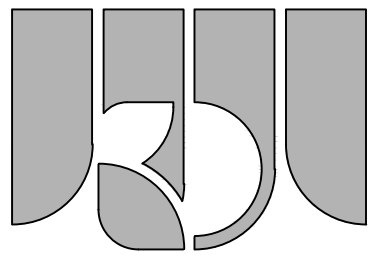
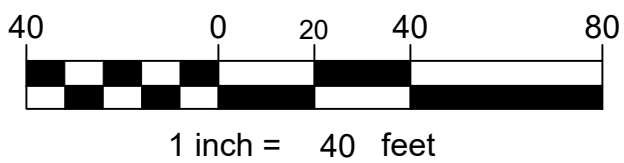
LEGEND

- STANDARD DUTY PAVEMENT
- CONCRETE SIDEWALK

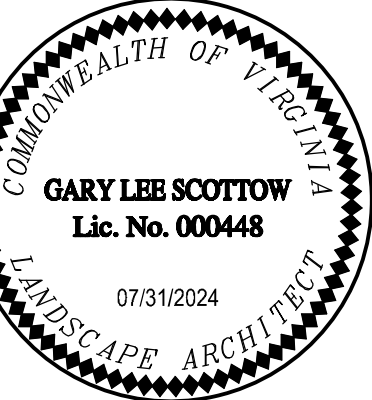
SITE DATA

DEVELOPER:	D.R. HORTON 2820 WATERFORD LAKE DRIVE, SUITE 204 MIDLOTHIAN, VIRGINIA 23112 CONTACT: ROB LOFTIS PH (804) 370-7444
OWNER :	GREGORY JOHNSON 625 E. 13TH STREET WICHITA, KS 67214 PH (316) 262-2021
ENGINEER:	KOONTZ BRYANT JOHNSON WILLIAMS, INC 1703 NORTH PARHAM ROAD, SUITE 202 HENRICO, VIRGINIA 23229 CONTACT: CAMERON PALMORE PH (804) 740-9200 ~ FAX (804) 740-7338
SITE ADDRESS:	31 SEMPLE FARM ROAD HAMPTON, VA 23666
PROPOSED USE:	MULTI FAMILY RESIDENTIAL
PROPOSED ZONING:	MD-1
DENSITY:	67 UNITS; 8.5 UNITS PER ACRE
SITE AREAS:	0.87 ACRES OF ROAD 2.24 ACRES OF RESIDENTIAL LOTS (1460 SF) 4.82 ACRES OF OPEN SPACE 7.93 TOTAL PARCEL AREA
PARKING:	10 PARALLEL 4 PERPENDICULAR 14 TOTAL PARKING SPOTS
UTILITIES:	PUBLIC WATER & SEWER
DRAINAGE:	CURB & GUTTER
SOILS:	CHICKAHOMINY - URBAN LAND COMPLEX, 0-2% SLOPES
WETLANDS:	WETLANDS DELINEATION PERFORMED BY DAVID KWASNIEWSKI OF KOONTZ BRYANT JOHNSON WILLIAMS, INC. LAST REVISED DECEMBER 1, 2021. NO WETLANDS WERE FOUND ON SITE.

GRAPHIC SCALE



**KOONTZ BRYANT  
JOHNSON WILLIAMS**  
1703 N. Parham Rd. Suite 202  
Henrico, Va 23229  
(804) 740-9200  
FAX (804) 740-7338  
www.KBIWgroup.com



NO.	DATE	REVISIONS	DESCRIPTION
			POST APPROVAL

DESIGNED	GLS
DRAWN	JKG
CHECKED	GLS

**YORKHAMPTON TOWNS**  
MAGRUDER AREA, DISTRICT 2  
HAMPTON, VIRGINIA  
**CONCEPTUAL LANDSCAPE PLAN**

SCALE: 1"=40'  
DATE: NOVEMBER 17, 2023  
PROJECT: 21210-001

**PP1**



STANDARD LANDSCAPE NOTES

1. PLANT MATERIAL SIZES AND GRADING ARE TO COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN.
2. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING ANY WORK, CONTACT "MISS UTILITY" AT 1-800-552-7001.
3. NO CHANGES TO PLANT SCHEDULE UNLESS FIRST APPROVED BY THE CHESTERFIELD COUNTY PLANNING DEPARTMENT PLANS REVIEW SECTION.
4. LANDSCAPING WILL BE DESIGNED SO AS NOT TO INTERFERE WITH SIGHT DISTANCE NEEDS OF DRIVERS IN THE PARKING AREAS AND AT THE ENTRANCE/EXIT LOCATIONS.
5. PLANT MATERIAL QUANTITIES AND SIZES WILL BE INSPECTED FOR COMPLIANCE WITH APPROVED PLANS BY A SITE PLAN REVIEW AGENT OF THE CHESTERFIELD COUNTY PLANNING DEPARTMENT PRIOR TO THE RELEASE OF THE CERTIFICATE OF OCCUPANCY.
6. THE OWNER IS RESPONSIBLE FOR MAINTAINING SHRUBS AND TREES THAT ARE REQUIRED PER APPROVED LANDSCAPING PLANS. DYING OR DEAD PLANT MATERIALS ARE TO BE REPLACED DURING THE NEXT PLANTING SEASON.
7. PLANT MATERIALS SHALL HAVE ALL STRINGS OR ROPES AT THE BASE OF THE PLANT CUT AWAY FROM THE TRUNK (INCLUDING BIODEGRADABLE BRANDS OF ROPE).
8. NO LANDSCAPING OF ANY TYPE SHALL BE PLACED WITHIN A THREE FOOT RADIUS OF ANY FIRE HYDRANT, FIRE PUMP TEST HEADER, FIRE DEPARTMENT SPRINKLER SYSTEM CONNECTION, FIRE DEPARTMENT STANDPIPE CONNECTION OR FIRE SUPPRESSION CONTROL VALVE. LANDSCAPING IN THE AREA OF FIRE HYDRANTS, FIRE PUMP TEST HEADERS, FIRE DEPARTMENT SPRINKLER SYSTEM CONNECTIONS OR FIRE DEPARTMENT STANDPIPE CONNECTIONS SHALL BE OF THE TYPE THAT WILL NOT ENCROACH ON THE REQUIRED THREE FOOT CLEAR RADIUS ON MATURITY OF THE LANDSCAPING.
9. ANY LANDSCAPE IMPROVEMENTS THAT ARE LOCATED WITHIN COUNTY EASEMENTS (SHRUBS) THAT ARE REQUIRED TO BE REMOVED TO MAINTAIN CITY OF HAMPTON FACILITIES (DPU-WATER AND/OR SAN.SEWER OR STORMWATER PIPES) WILL NOT BE REPLACED BY THE COUNTY AFTER MAINTENANCE REPAIRS. REPLACEMENTS AND/OR RESTORATION WILL BE THE RESPONSIBILITY OF THE OWERS OR OWNER'S ASSOC.
10. ANY STREET TREES LOCATED OVER STORMWATER PIPES THAT HAVE TO BE REMOVED DUE TO REPAIR AND/OR MAINTENANCE OF SAID PIPES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY TO REPLACE.

LANDSCAPE NOTES:

1. ANY TREE WITHIN FIVE FEET (5') OF SIGHT DISTANCE LINE SHALL BE LIMBED UP EIGHT FEET (8') TO MAINTAIN LINE OF SIGHT.
2. PER THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) ROAD DESIGN MANUAL, APPENDIX A(1), PAGE A(1)-71, TREES THAT OVERHANG SIDEWALKS MUST BE MAINTAINED/LIMBED UP SEVEN FEET(7')FOR PEDESTRIAN SAFETY.
3. NO PLANTING WHICH OBSTRUCTS VISION BETWEEN 30" AND 8' ABOVE THE GROUND LEVEL SHALL BE PERMITTED WITHIN THE SIGHT DISTANCE LINE.
4. ANY PLANTINGS ARE TO BE AT LEAST 1' BACK FROM THE RIGHT-OF-WAY LINE.ALL TREES ARE TO BE AT LEAST 3' FROM ANY SIDEWALK TO BE MAINTAINED BY VDOT, EVEN IF OUTSIDE OF RIGHT-OF-WAY.
5. NO LANDSCAPING IS TO BE PLACED WITHIN ANY VDOT TRAFFIC SIGNAL EASEMENTS, OR TO OBSTRUCT THE OPERATION OF ANY SIGNAL CABINET DOORS.

IRRIGATION NOTES:

1. ALL AREAS SHALL BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM (BY OTHERS). SEE IRRIGATION NOTE 6.
2. IRRIGATION SLEEVE MATERIAL SHALL BE 4" SCHED. 40 PVC PIPE.
3. IRRIGATION SLEEVES SHALL BE SET AT 24" MAX. DEPTH FROM FINISHED GRADE.
4. IRRIGATION SLEEVES SHALL BE SET SO THAT SLEEVE EXTENDS 3' BEYOND BACK OF CURB / EDGE OF PAVEMENT.
5. ENDS OF IRRIGATION SLEEVES SHALL BE COVERED WITH CAPS AND MARKED WITH 2"x4" WOOD STAKE AT EACH END (PAINTED BLUE).
6. IRRIGATION SYSTEM DESIGN IS NOT PART OF THIS LANDSCAPE PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OWNER TO DETERMINE IF AN IRRIGATION SYSTEM IS DESIRED. AT THE REQUEST OF THE OWNER, THE CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION SYSTEM DESIGNER FOR THE LAYOUT AND INSTALLATION OF THE IRRIGATION SYSTEM. THE ENGINEER IS NOT RESPONSIBLE FOR ANY CONFLICTS RESULTING FROM ANY COMPONENTS OF THE IRRIGATION SYSTEM.
7. ANY IRRIGATION SYSTEM COMPONENTS(HEADS, PIPING, WIRING, ETC.) LOCATED IN COUNTY EASEMENTS AND/OR OVER COUNTY FACILITIES (WATER, SAN. SEWER, AND/OR STORMWATER PIPES, ETC.) THAT MAY BE DAMAGED DUE TO MAINTENANCE/REPAIR OF ANY OF THESE FACILITIES WILL NOT BE THE RESPONSIBILITY OF THE CITY OF HAMPTON. REPAIRS AND/OR REPLACEMENT OF THESE COMPONENTS SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR OWNER'S ASSOC.

NOTES

1. THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND (VACANT LOTS ALONG SEMPLE FARM ROAD NEAR THE INTERSECTION OF NEIL ARMSTRONG PARKWAY) IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY
2. THIS SITE LIES WITHIN AIRCRAFT ACCIDENT POTENTIAL ZONE AND/OR NOISE ZONE(S) (65db) AND MAY BE SUBJECT TO AIRCRAFT ACCIDENTS AND/OR ABOVE AVERAGE NOISE LEVELS DUE TO ITS PROXIMITY TO AIRPORT OPERATIONS. NOISE ATTENUATION MEASURES FOR NEW CONSTRUCTION MAY BE REQUIRED IN ACCORDANCE WITH THE AIRPORT NOISE ATTENUATION AND SAFETY ORDINANCE AND HEIGHT RESTRICTIONS HAVE BEEN IMPOSED IN ACCORDANCE WITH THE HAMPTON CITY ZONING ORDINANCE.
3. TOPOGRAPHICAL INFORMATION HEREON ARE FROM HAMPTON GIS AND LIDAR COMPILATION.
4. ROADS WITHIN THE SUBDIVISION ARE PRIVATE AND SHALL NOT BE MAINTAINED BY VDOT OR THE CITY.

FLOODPLAIN

THE PROPERTY SHOWN HEREON IS WITHIN ZONE X. THE SITE IS SHOWN ON THE FOLLOWING FEMA FLOOD INSURANCE RATE MAP:

COMMUNITY: CITY OF HAMPTON  
NUMBER: 515527; PANEL: 0010; SUFFIX: H  
MAP NO. 5155270010H (EFFECTIVE 05/16/2016).

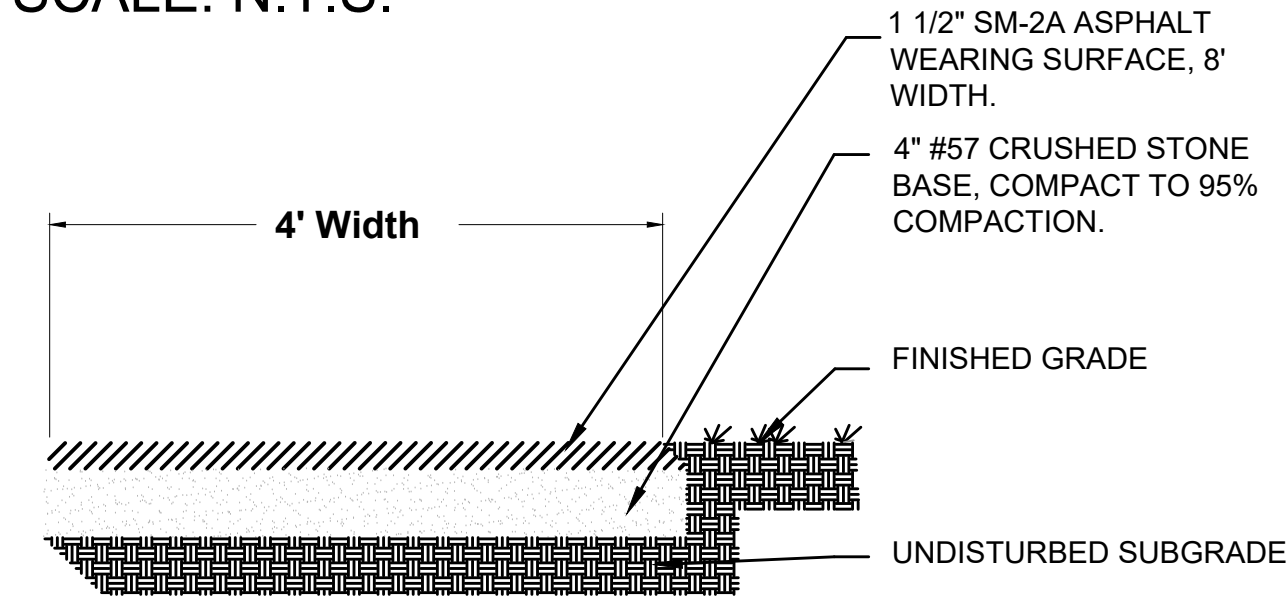


6' HEIGHT WHITE VINYL/PVC PRIVACY FENCE WITH 5" X 5" POSTS, SET IN CONCRETE AT 8' O.C.. INSTALL PER MANUFACTURERS SPECIFICATION AND RECOMMENDATION.

6' WHITE VINYL/PVC PRIVACY FENCE

SCALE: N.T.S.

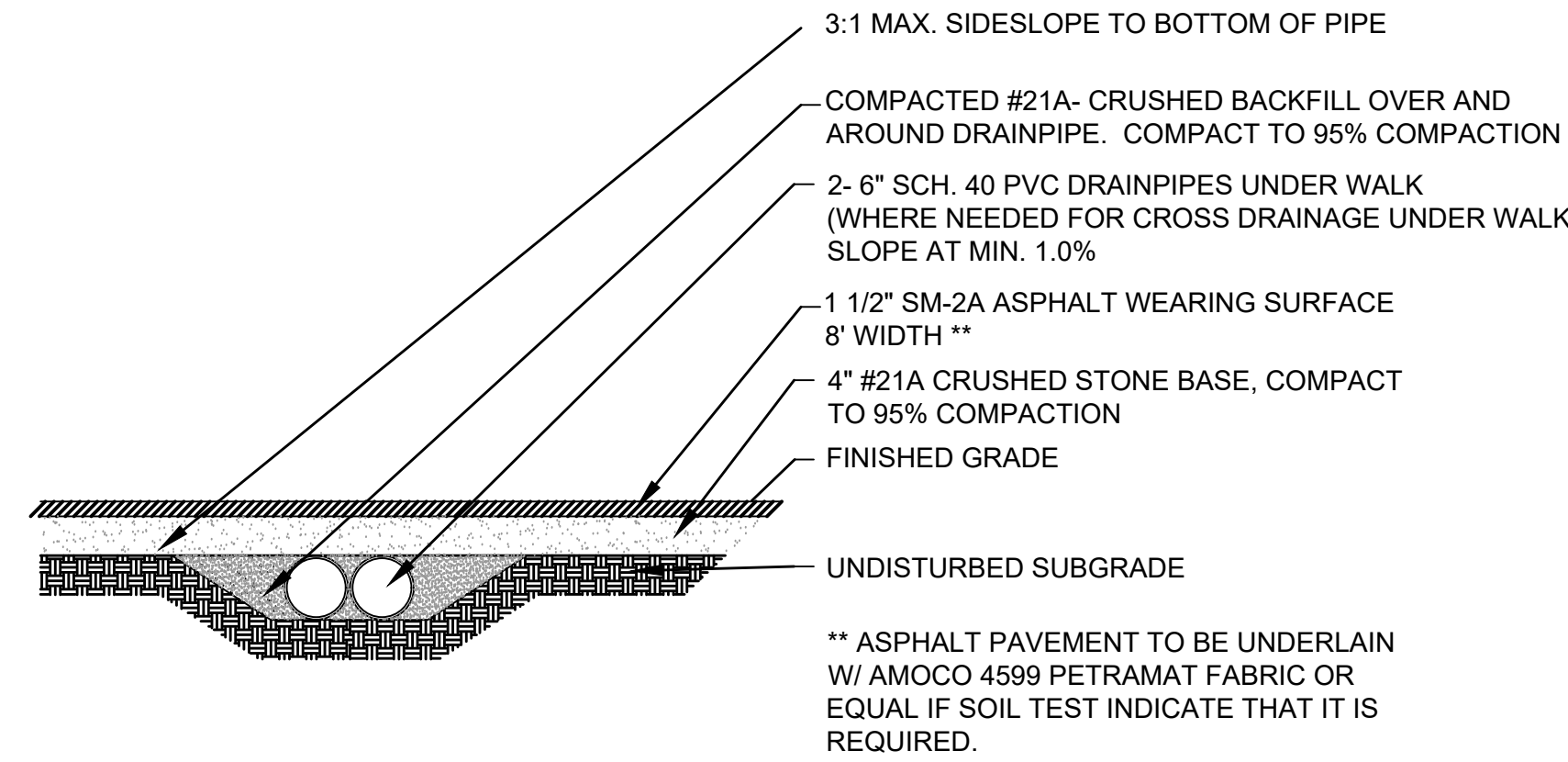
IMAGE



ASPHALT PEDESTRIAN PATH

SCALE: N.T.S.

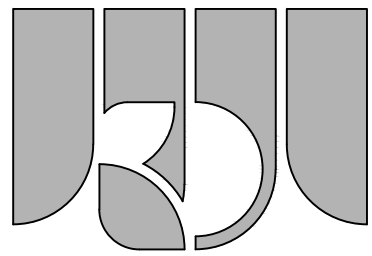
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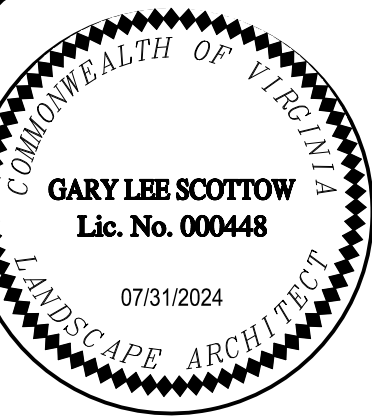
ASPHALT PEDESTRIAN PATH W/UNDERDRAIN

SCALE: N.T.S.

SECTION



**KOONTZ BRYANT  
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1703 N. Parham Rd. Suite 202  
Henrico, Va 23229  
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FAX (804) 740-7338  
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NO.	DATE	REVISIONS		DESCRIPTION	POST APPROVAL

DESIGNED	GLS	DRAWN	JKG	CHECKED	GLS
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YORKHAMPTON TOWNS

MAGRUDER AREA, DISTRICT 2

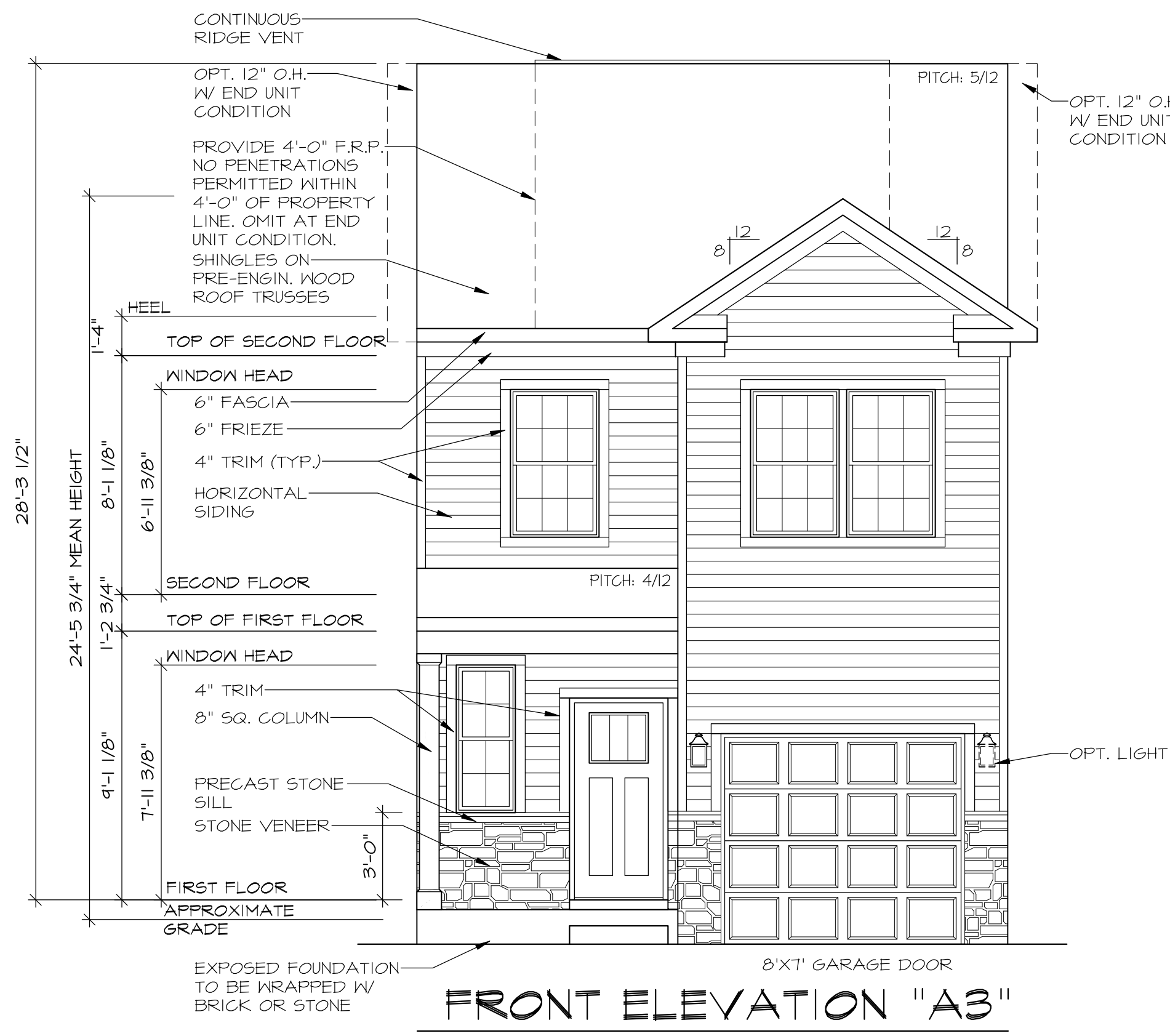
HAMPTON, VIRGINIA

CONCEPTUAL LANDSCAPE PLAN

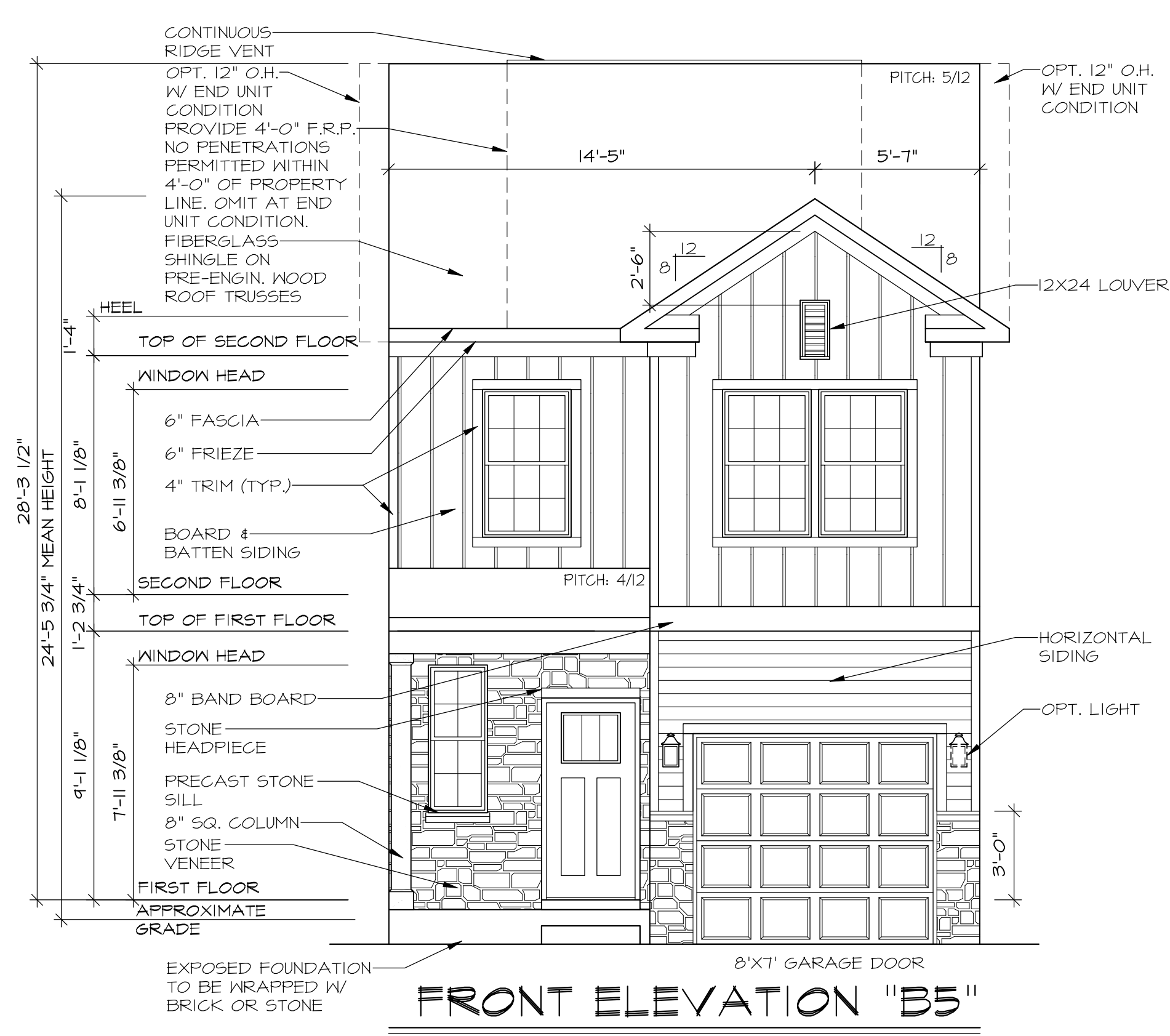
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DATE: NOVEMBER 17, 2023  
PROJECT: 21210-001

PP2

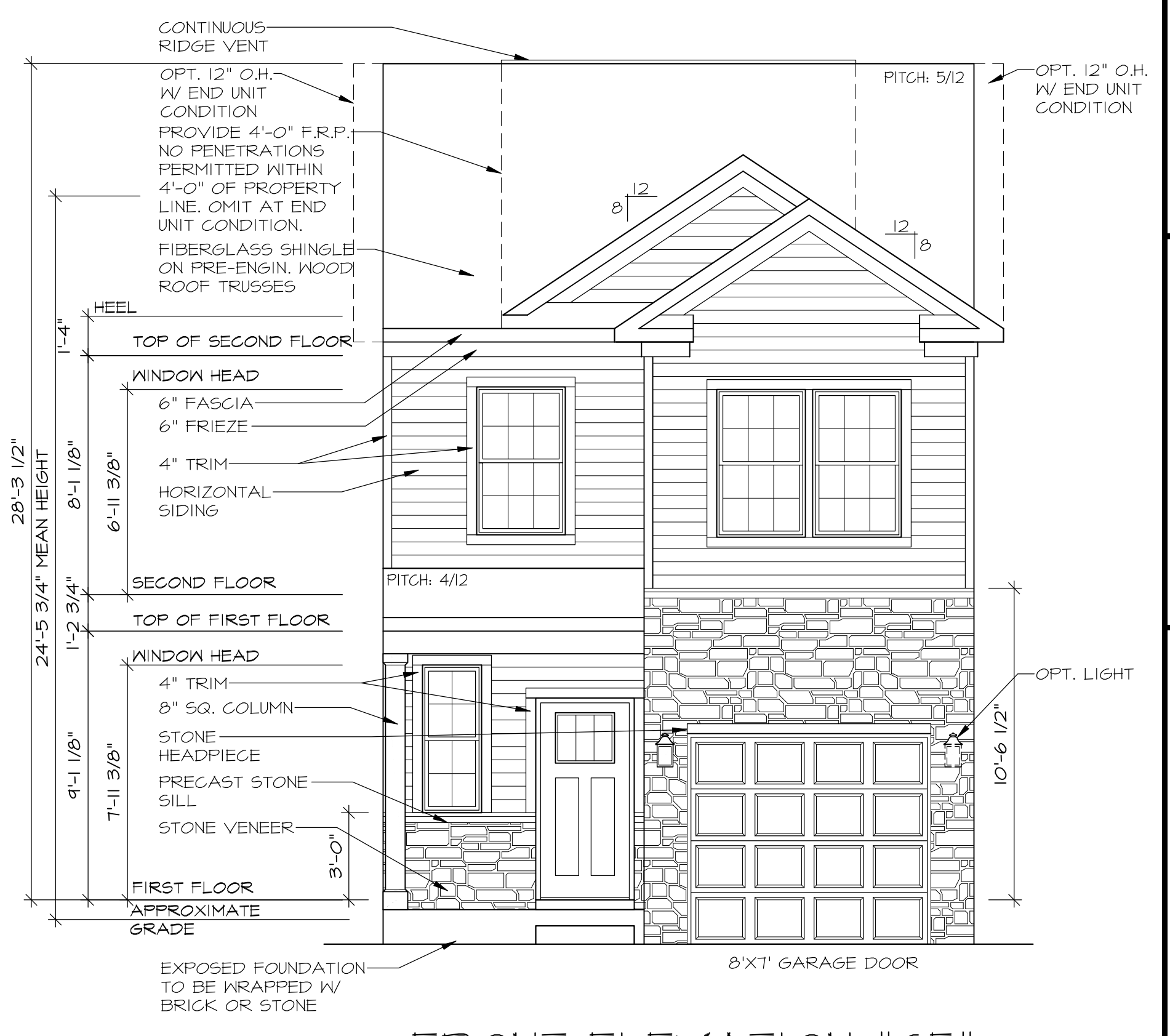




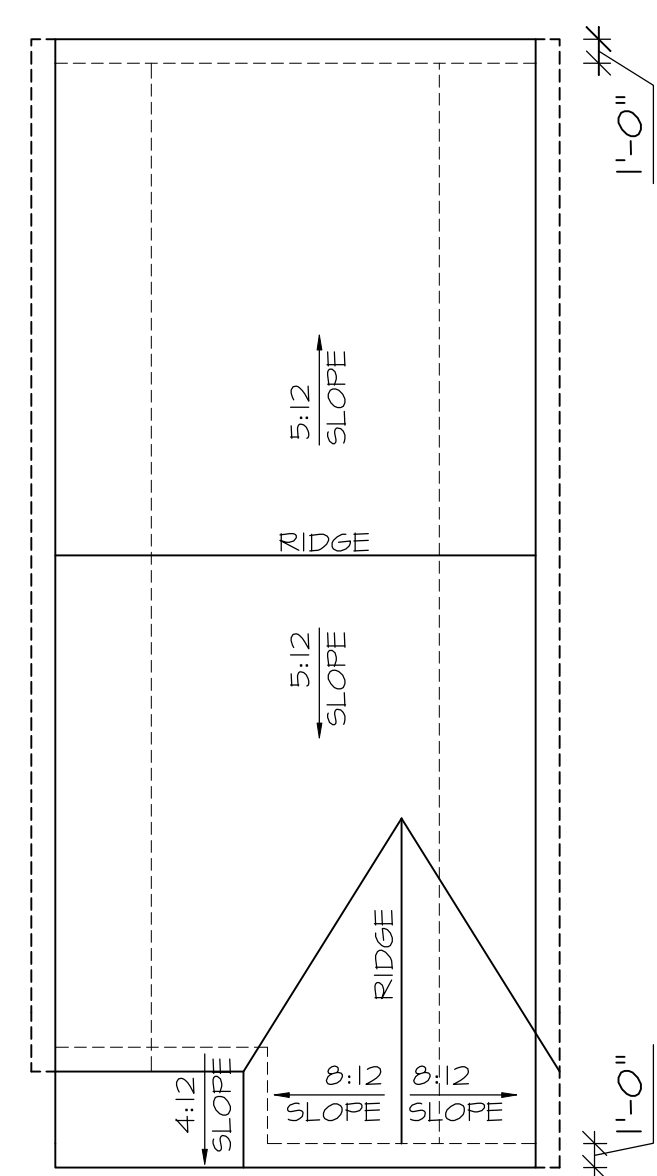
FRONT ELEVATION "A3"



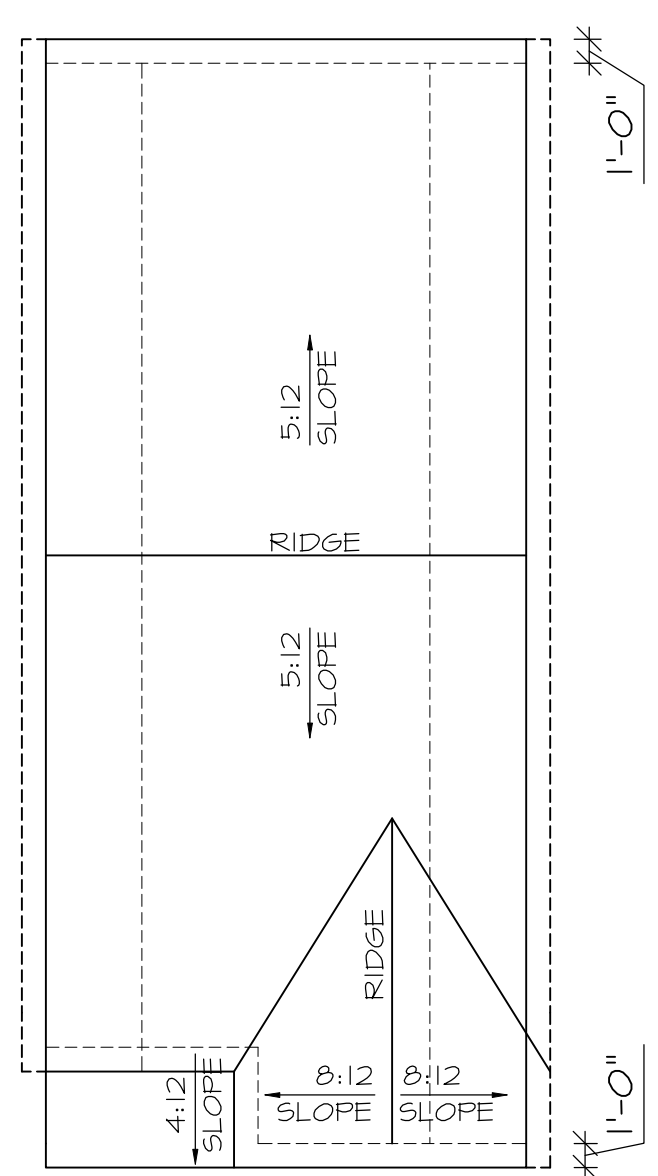
FRONT ELEVATION "B5"



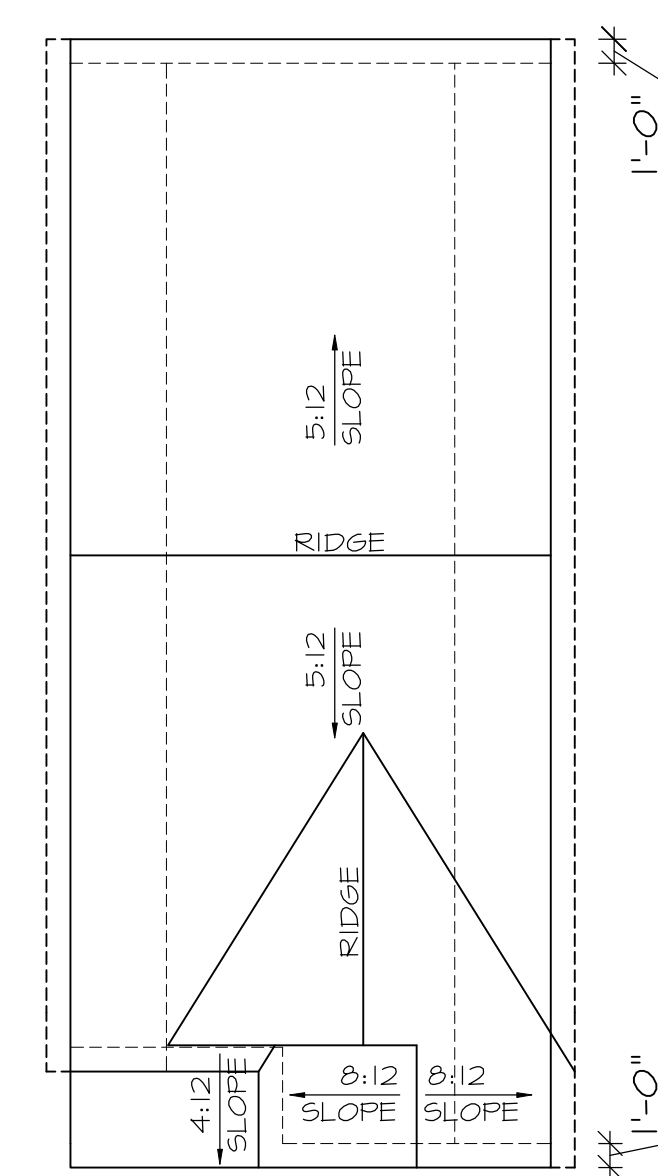
FRONT ELEVATION "C5"



ROOF PLAN  
ELEV. "A3"



ROOF PLAN  
ELEV. "B3"



ROOF PLAN  
ELEV. "C5"

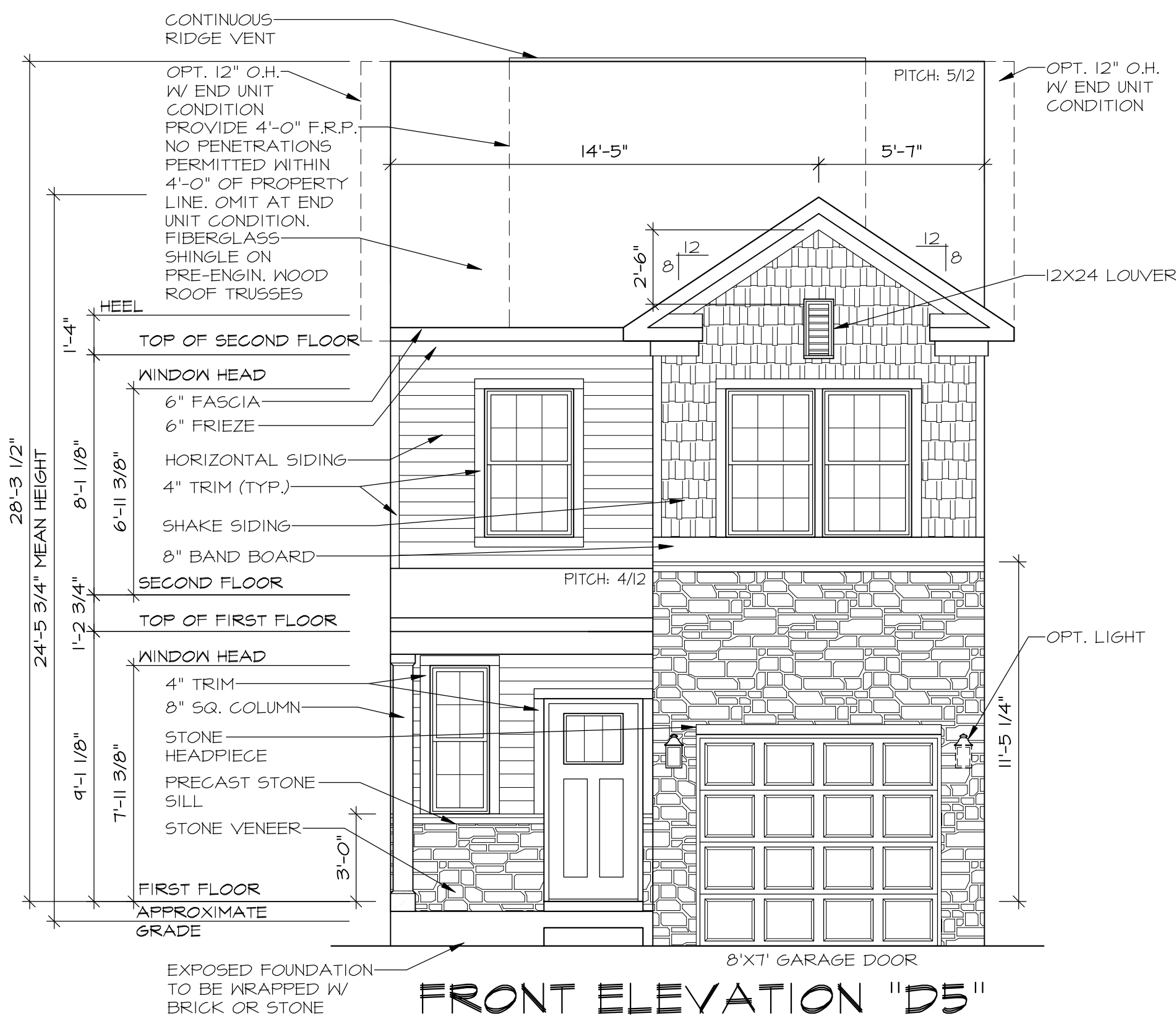
**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

**D.R. HORTON**  
America's Builder

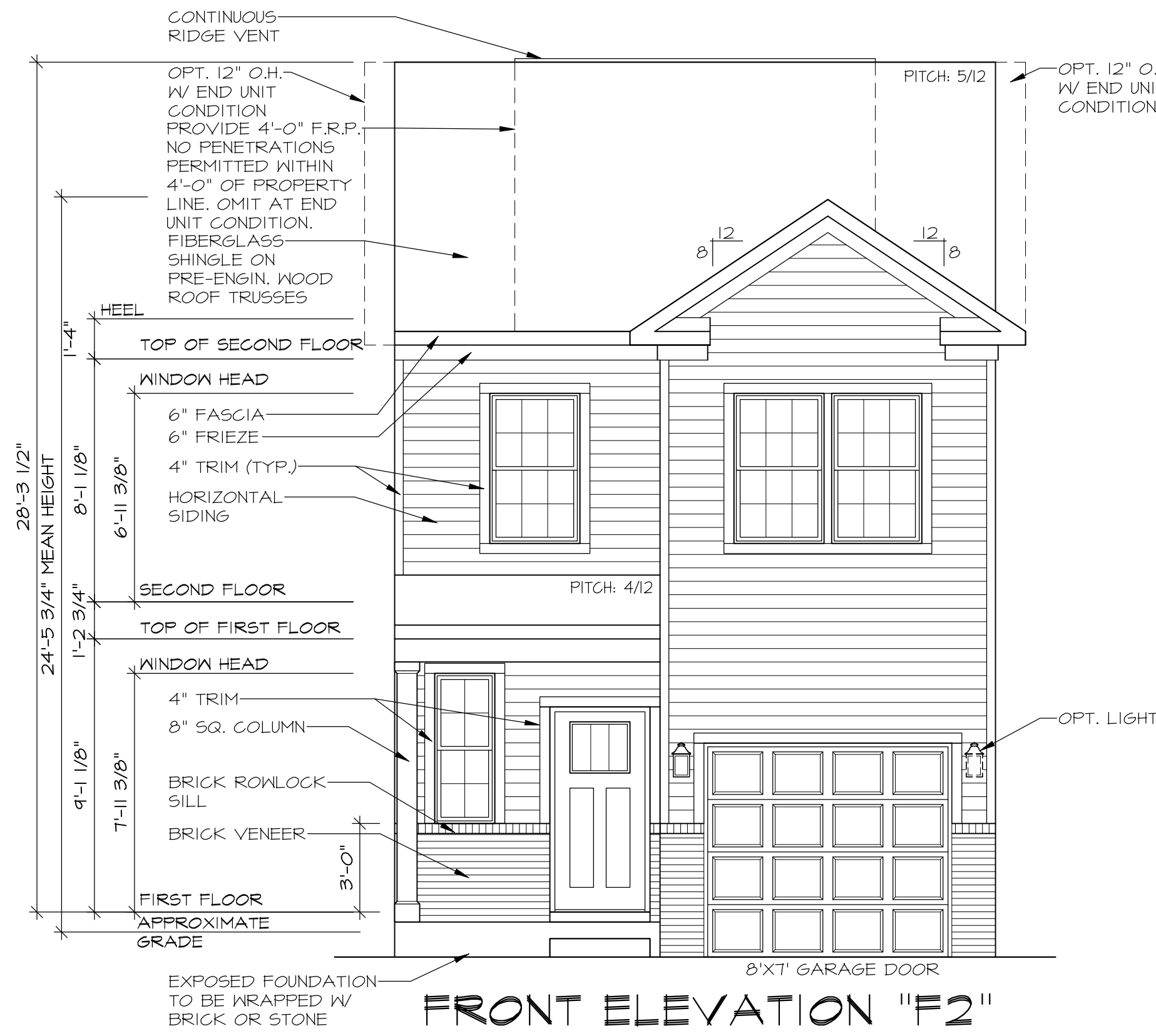
DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
**FRONT ELEVATIONS**

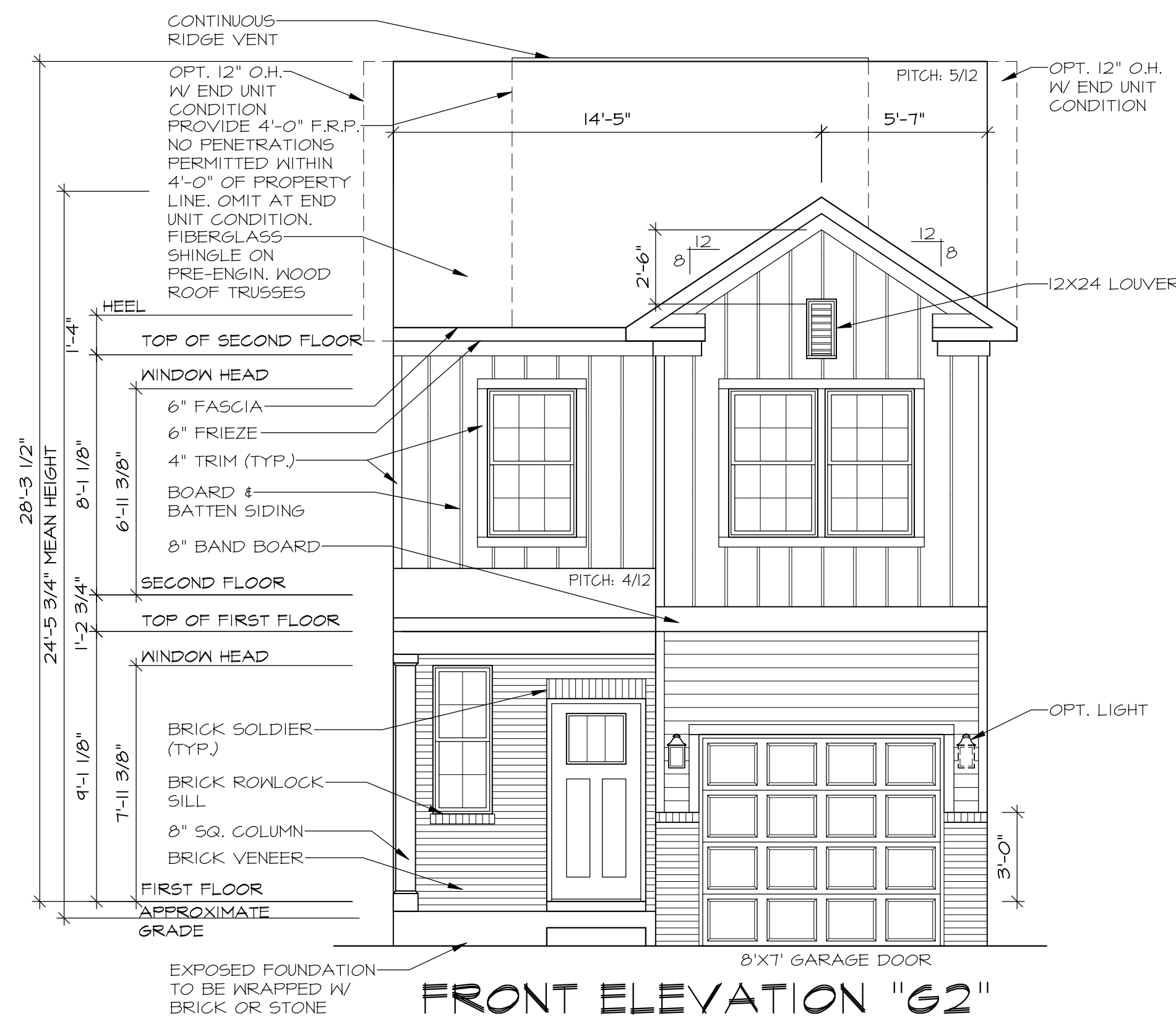
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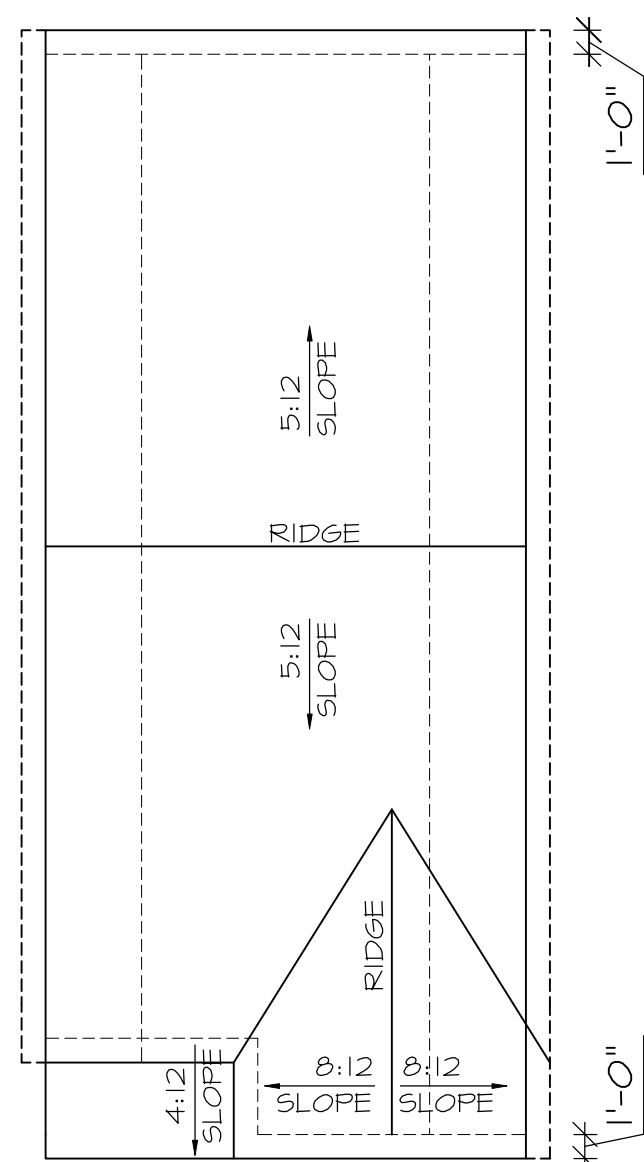
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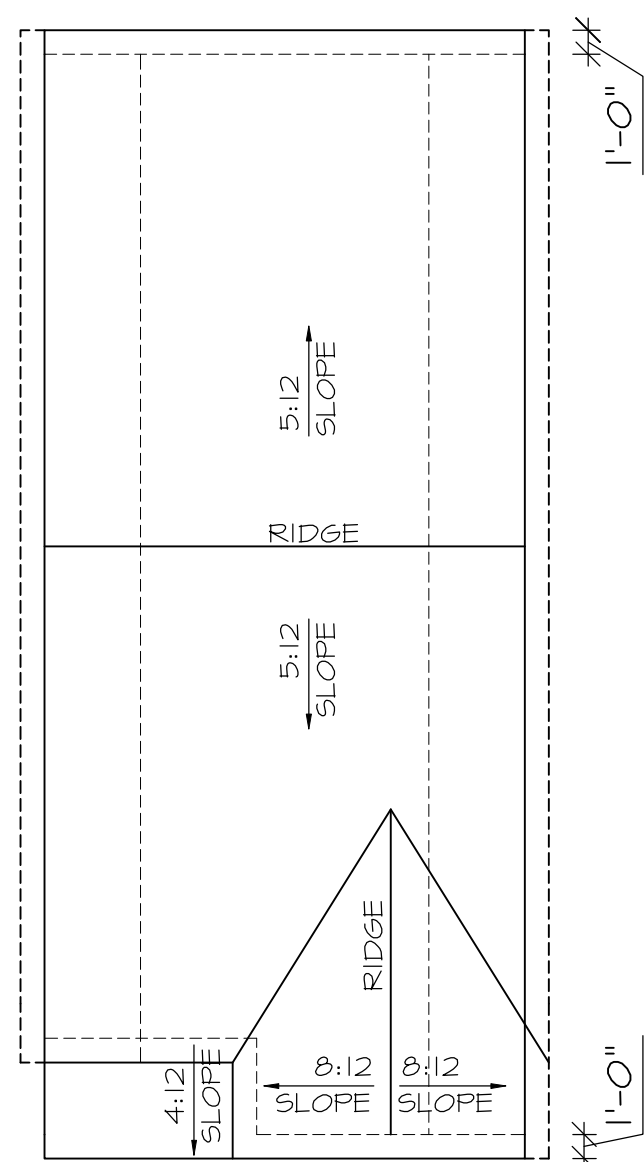
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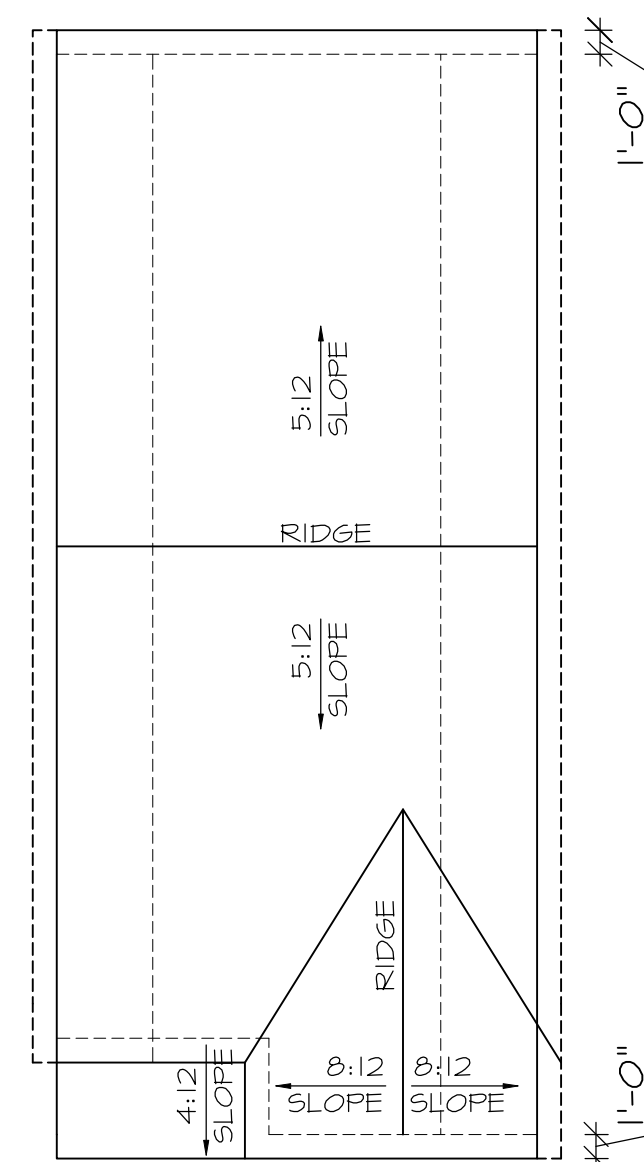
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ROOF PLAN  
ELEV. "D5"



ROOF PLAN  
ELEV. "F2"



ROOF PLAN  
ELEV. "G2"

**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

**D.R. HORTON**  
America's Builder

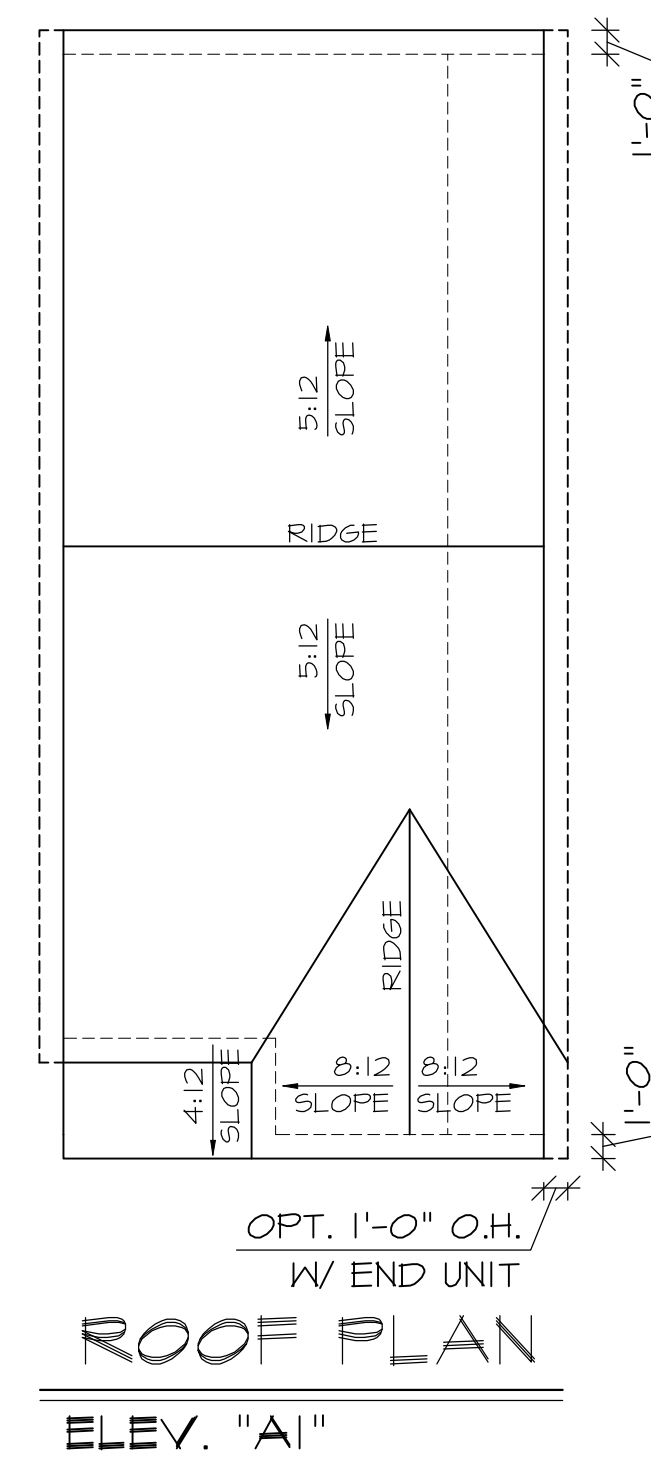
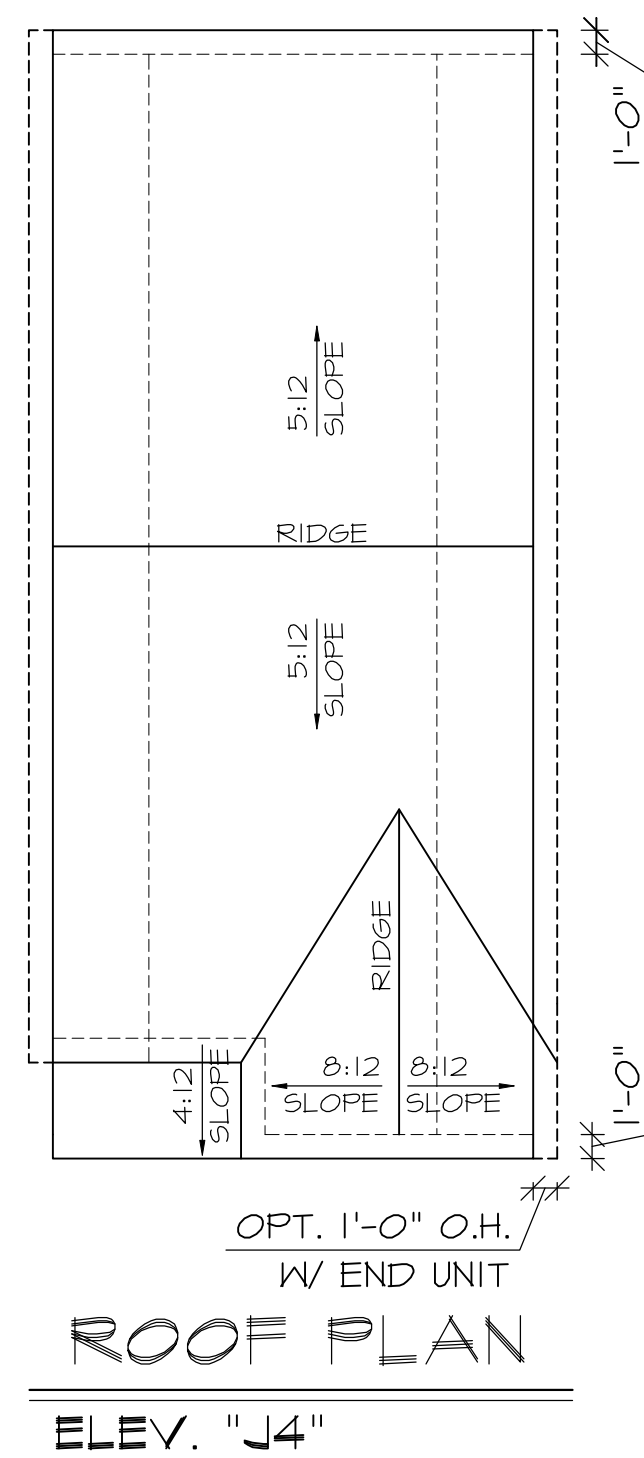
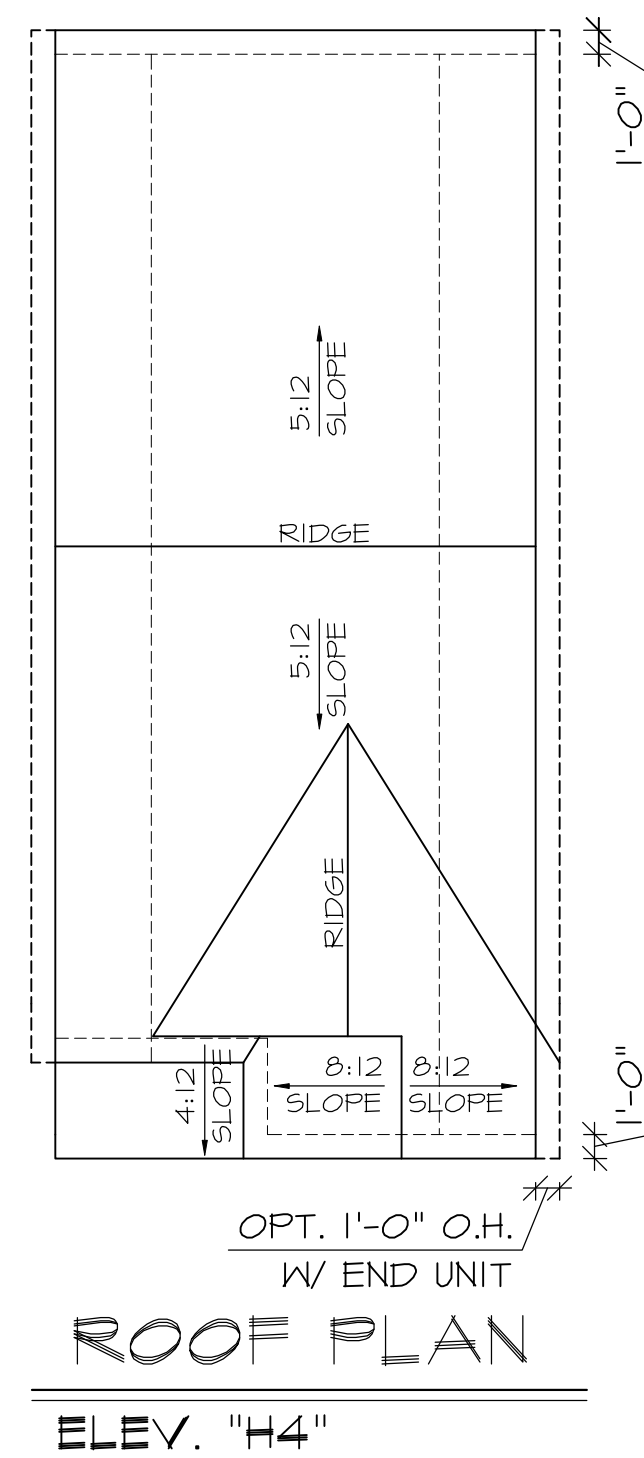
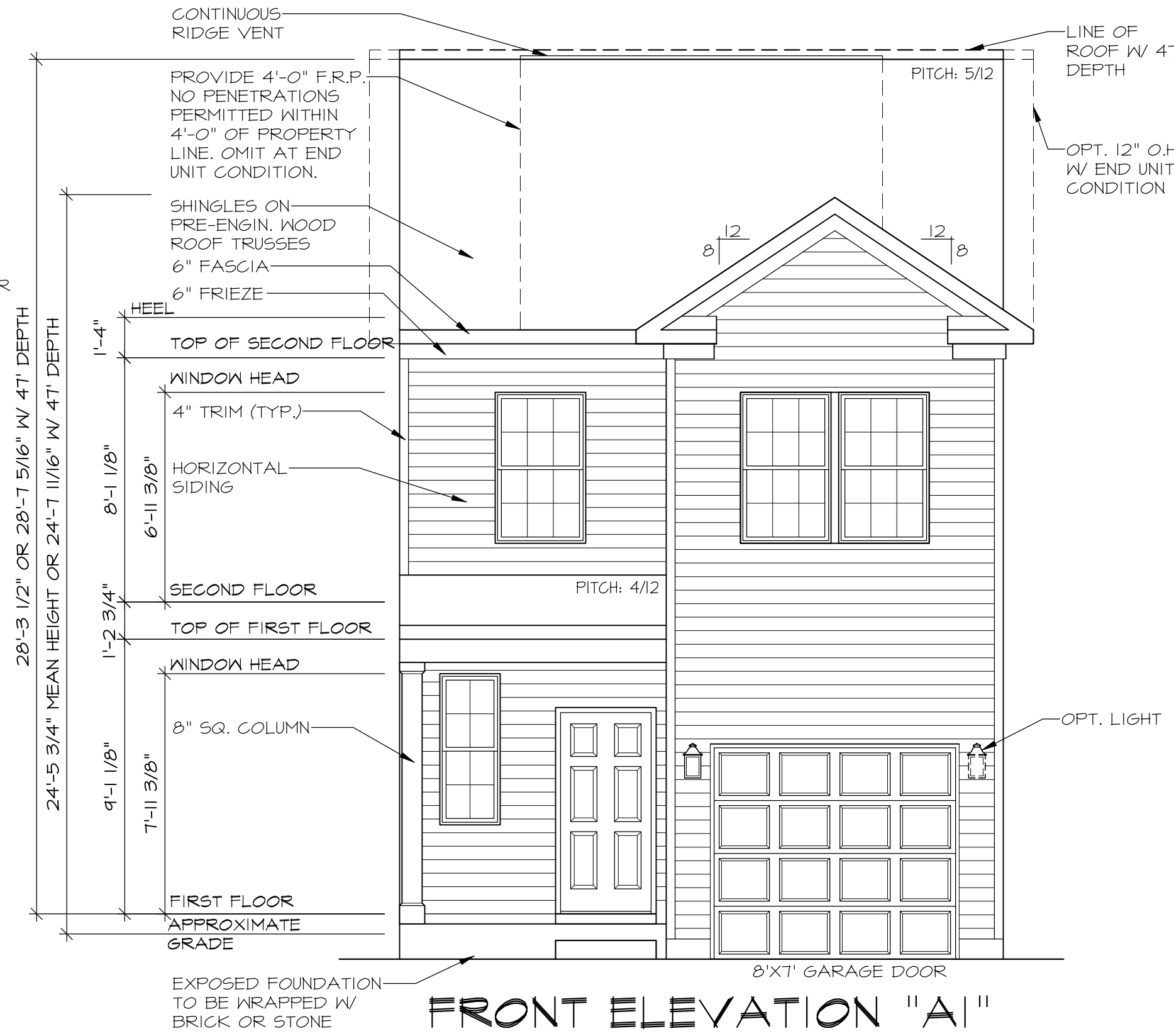
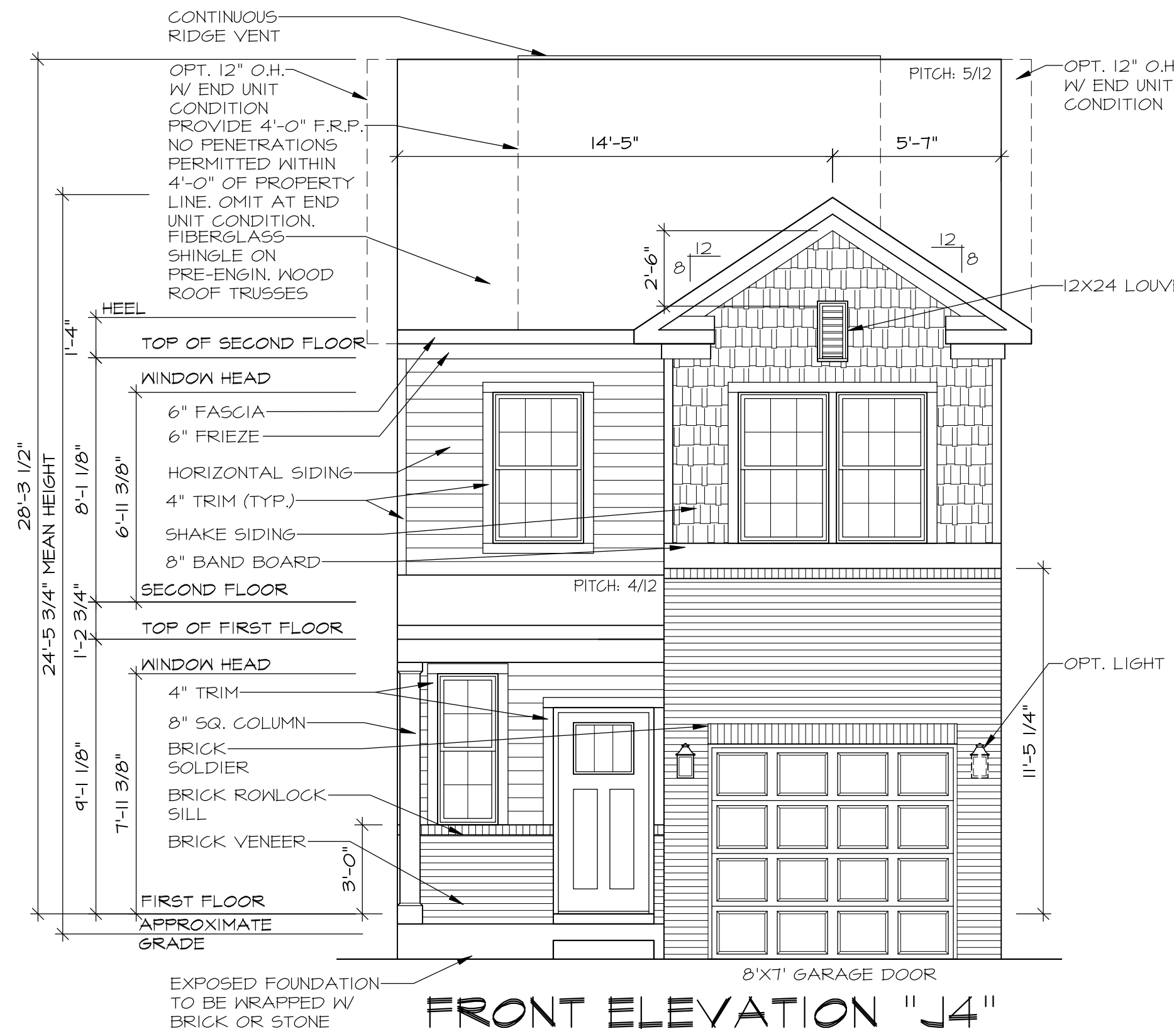
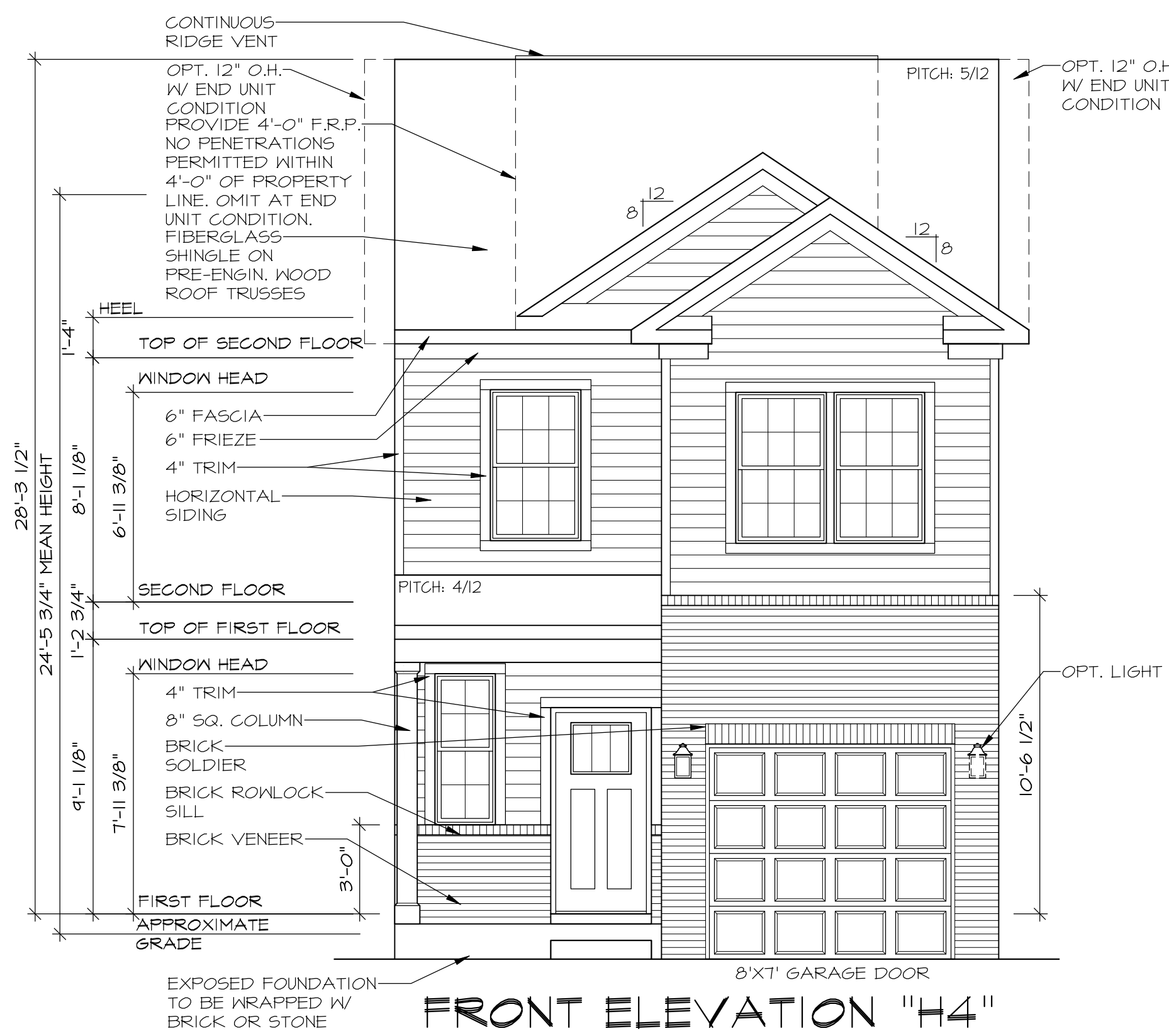
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W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
FRONT ELEVATIONS

SHEET No.  
**A.1.2**

12/20/2023





**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

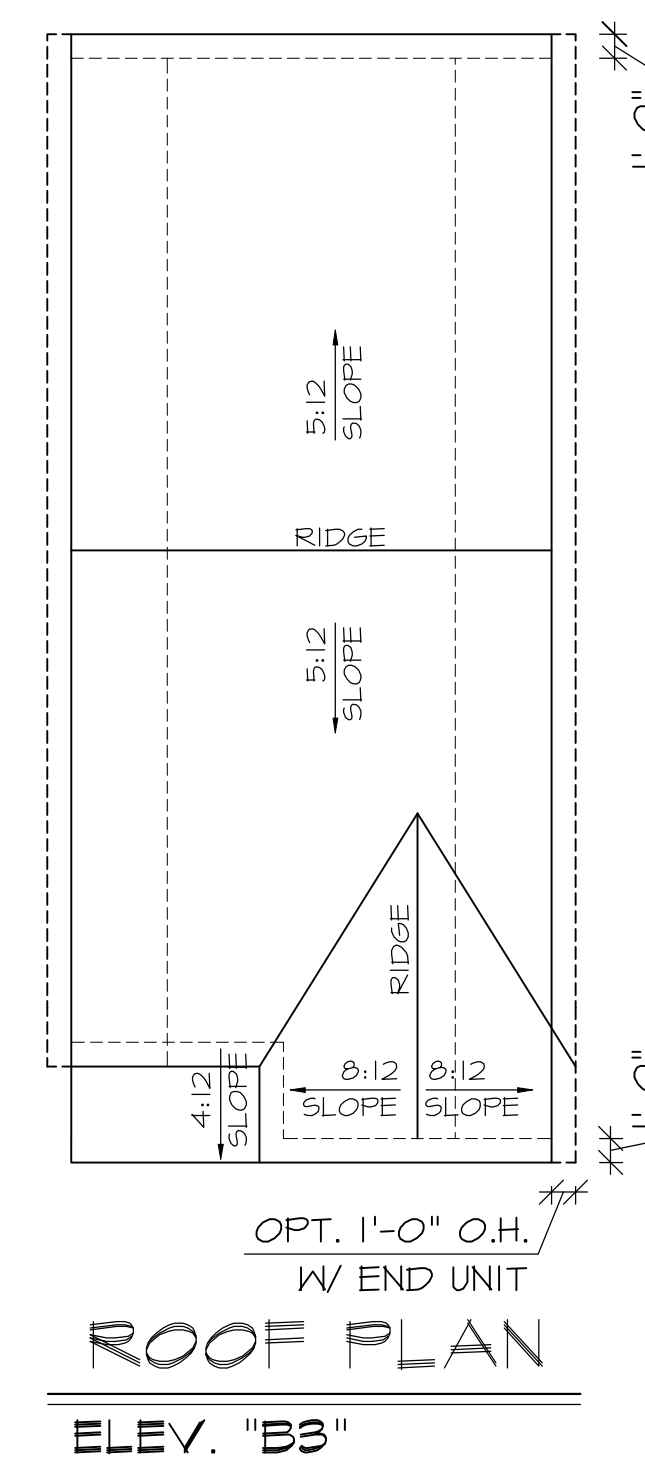
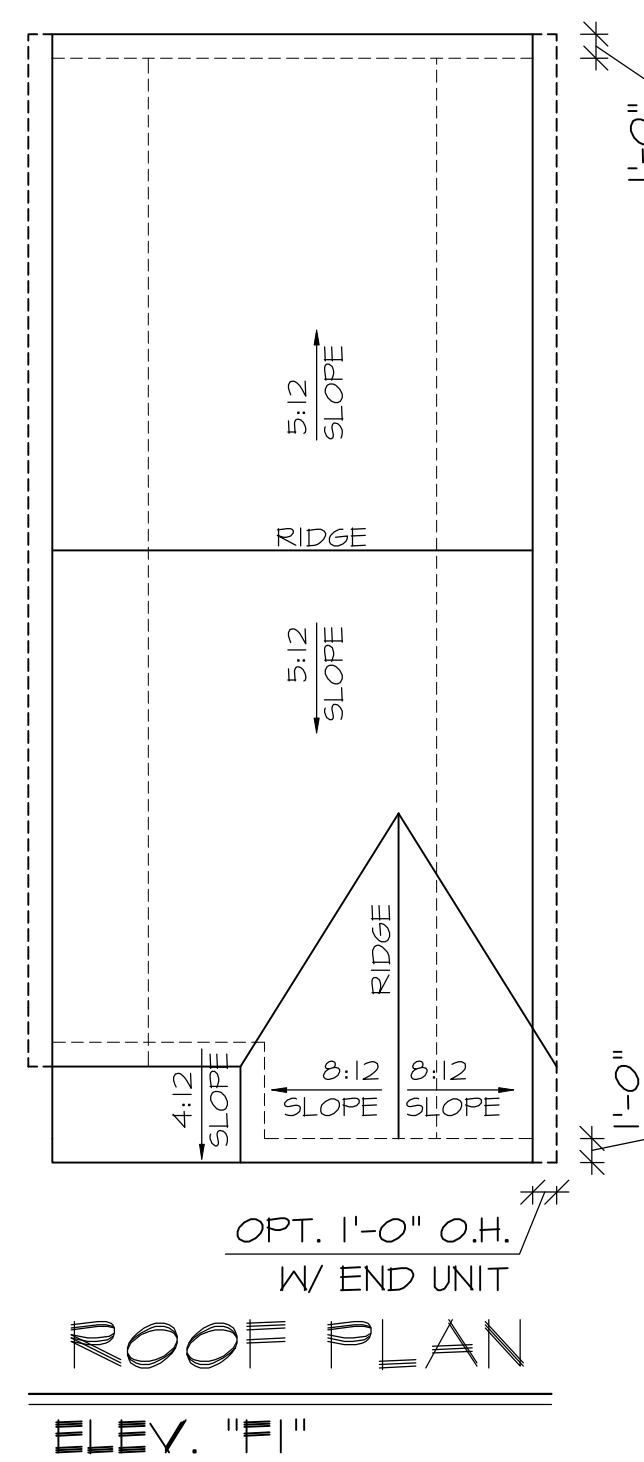
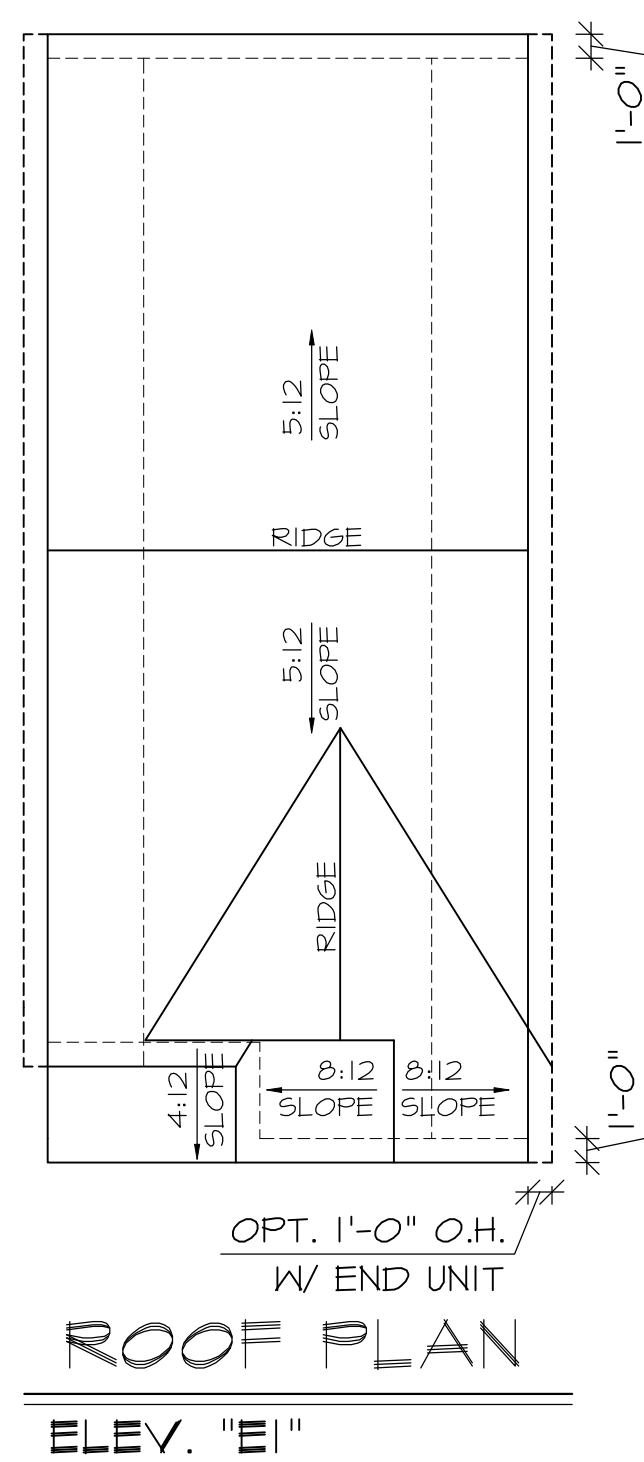
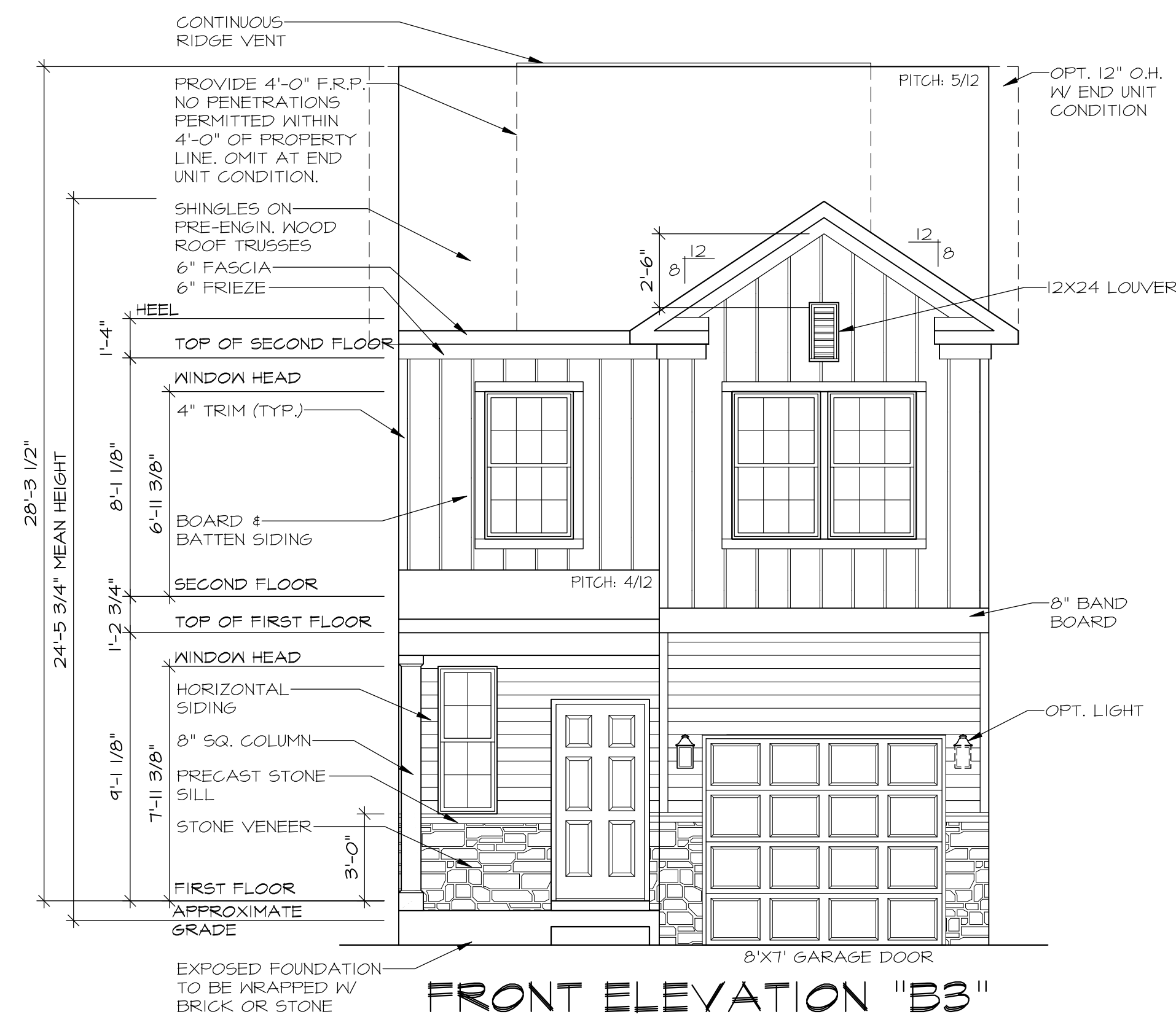
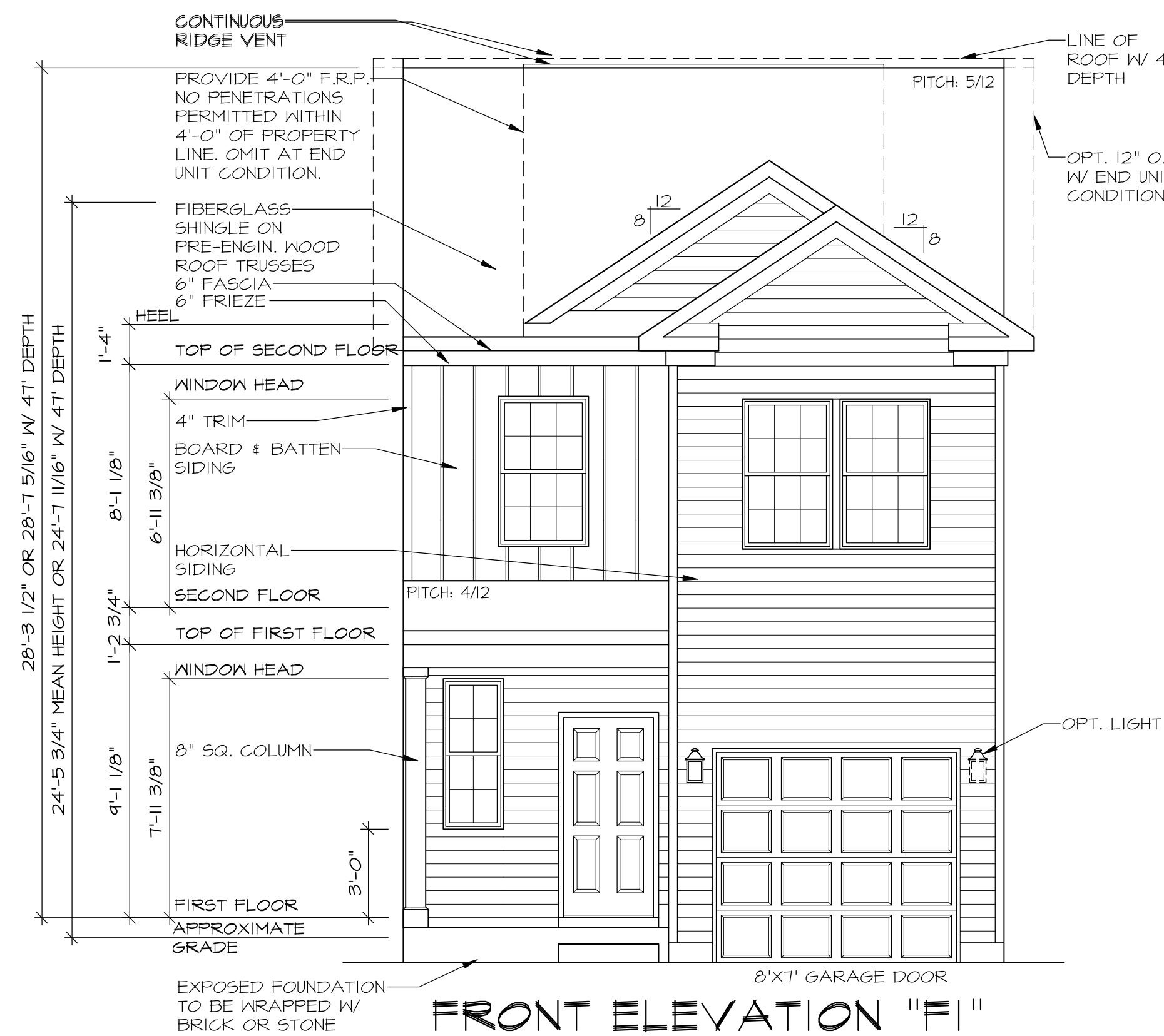
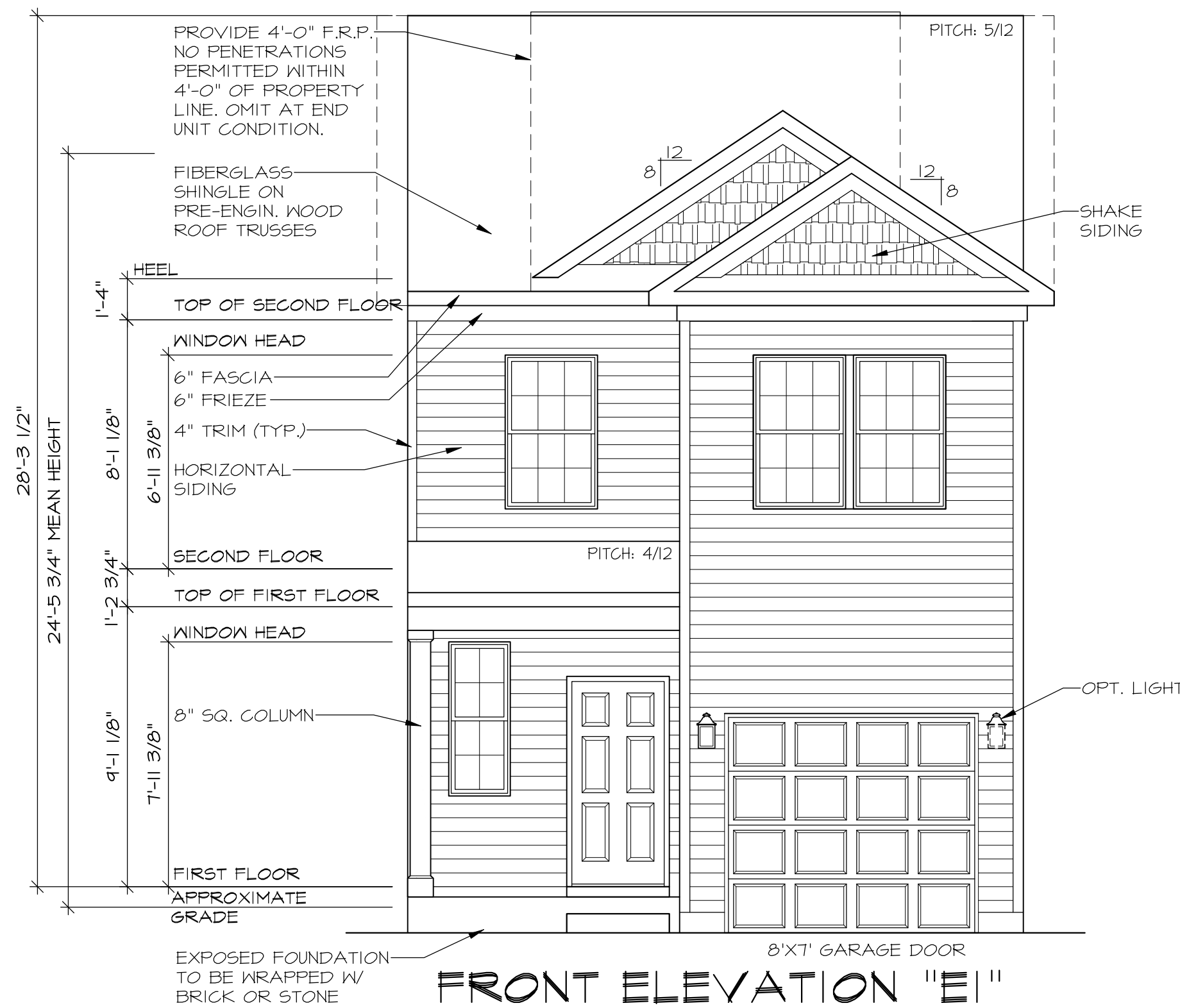
**D.R. HORTON**  
America's Builder

DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
**FRONT ELEVATIONS**

SHEET No.  
**A.1.3**

12/20/2023



**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

**D.R. HORTON**  
America's Builder

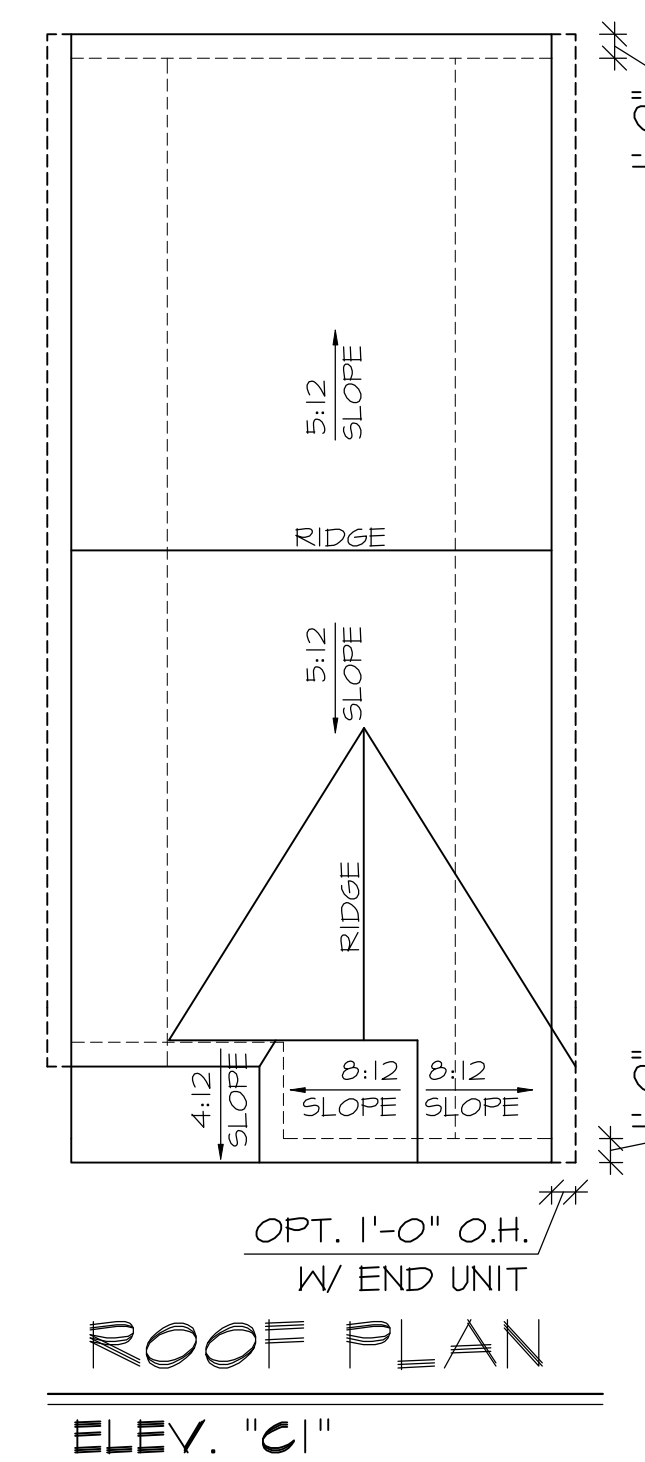
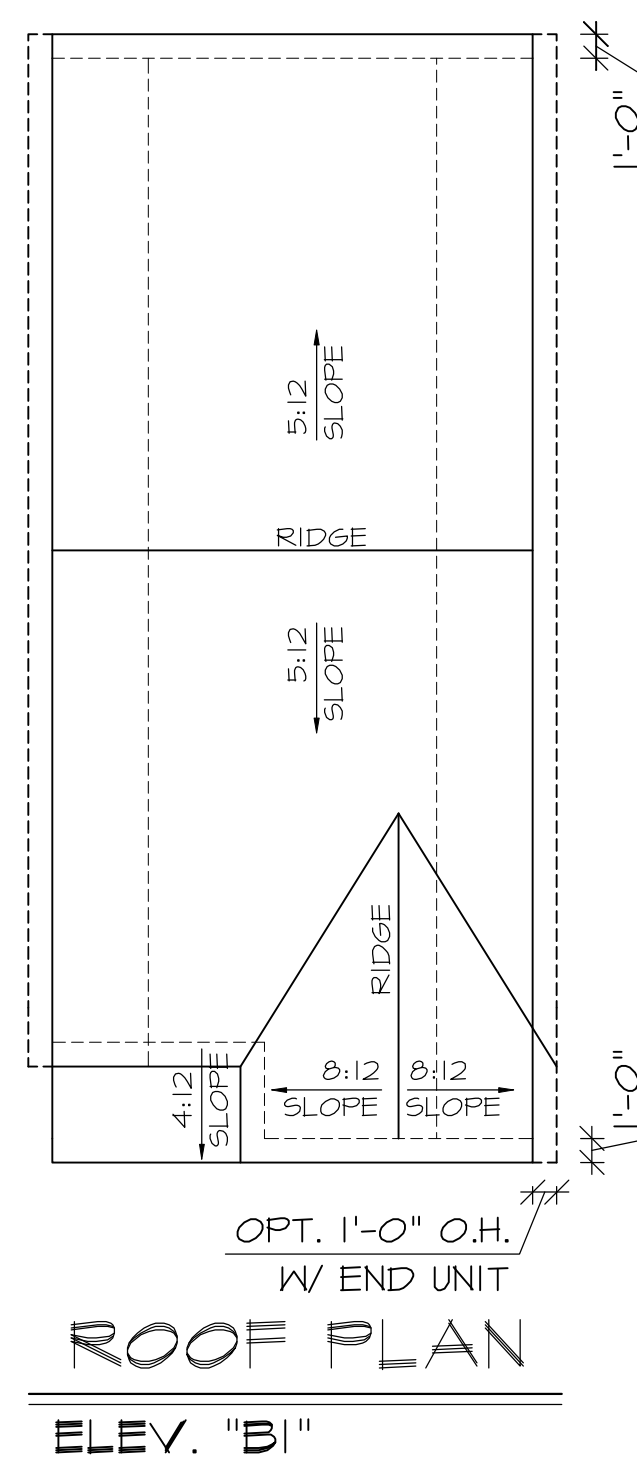
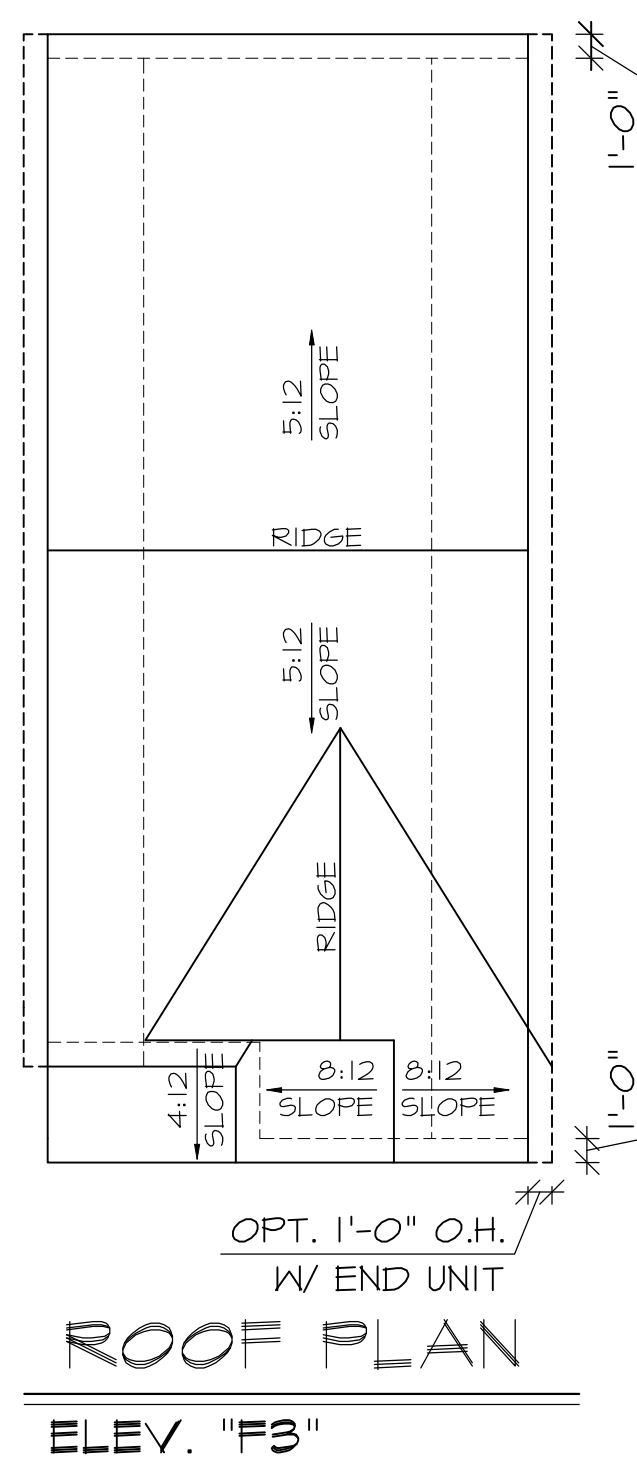
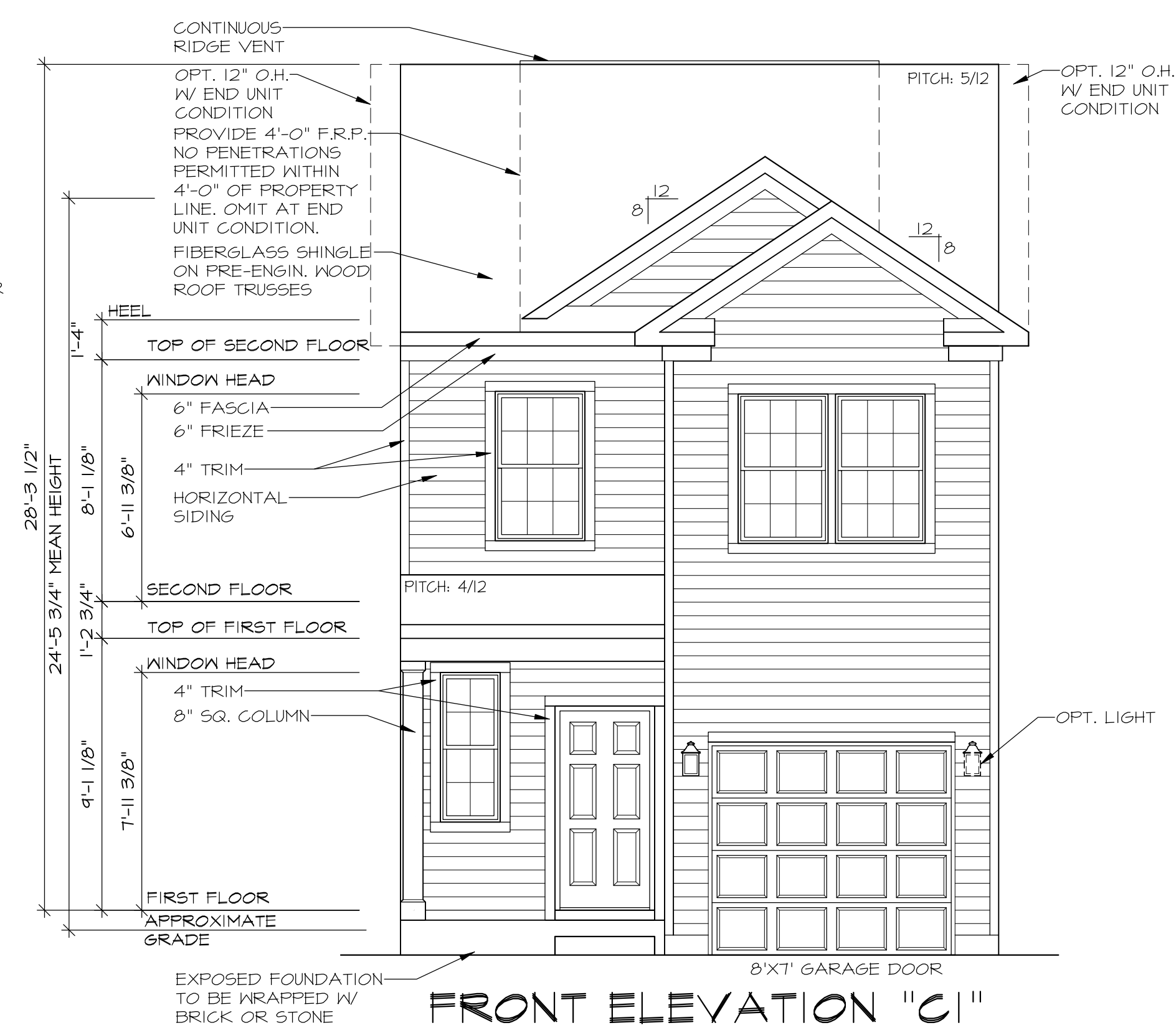
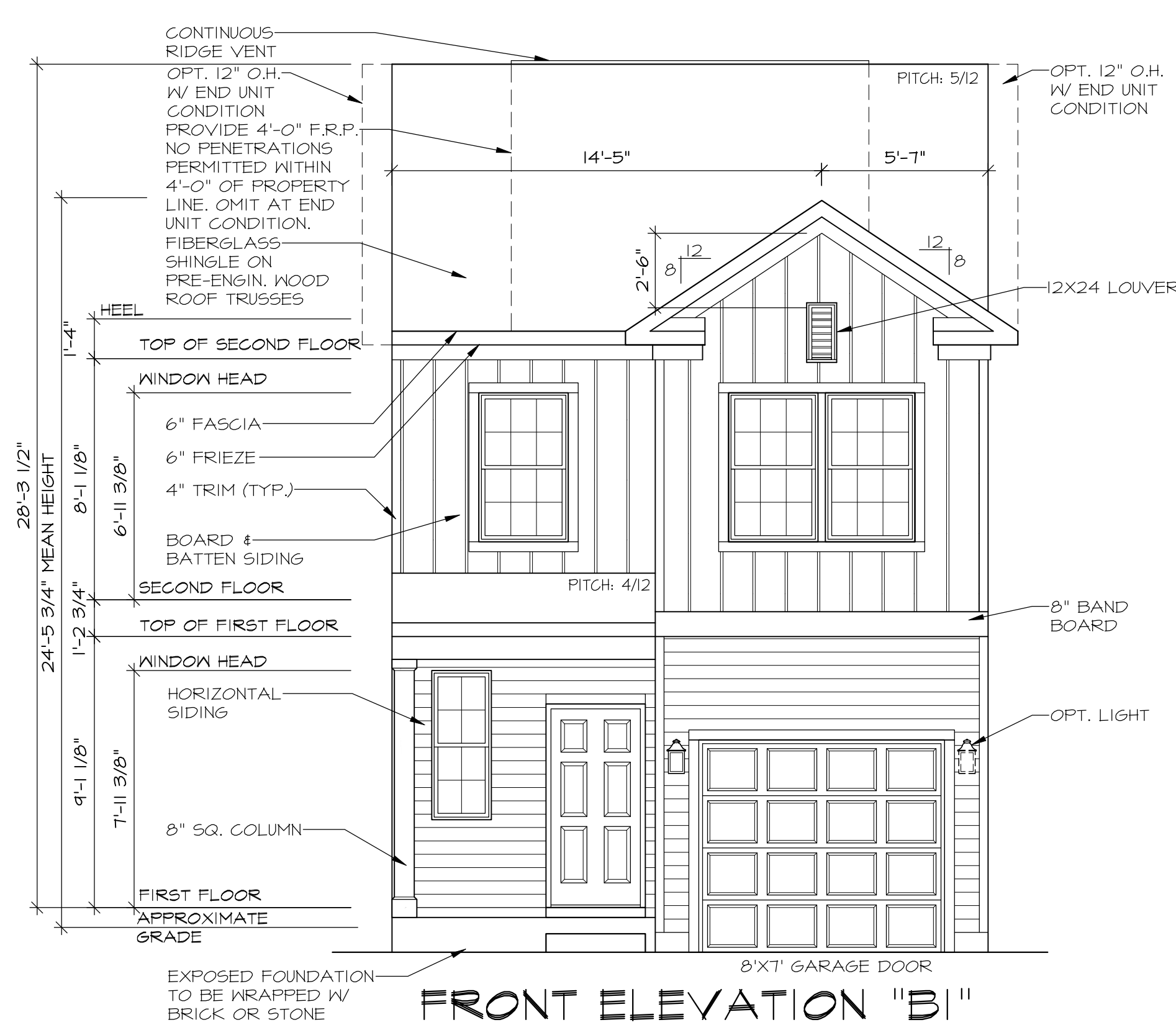
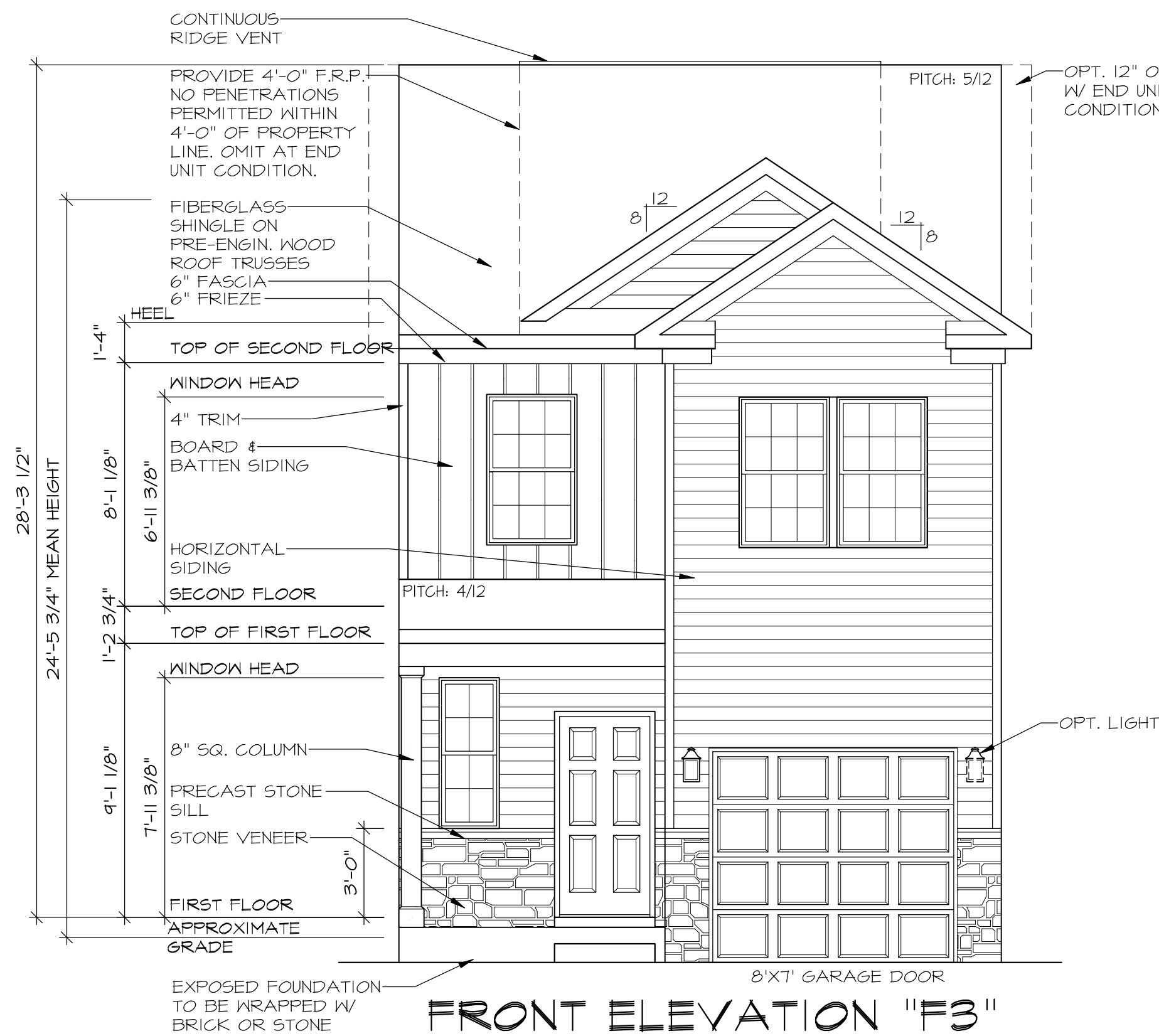
DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
FRONT ELEVATIONS

SHEET No.  
**A.1.4**

12/20/2023





**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

**D.R. HORTON**  
America's Builder

DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
FRONT ELEVATIONS

SHEET No.  
**A.1.5**

12/20/2023



**WADE**  
// ARCHITECTURE  
HAGERSTOWN, MD 240-452-4638

**D·R·HORTON**  
*America's Builder*

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DATE: 12/20/2023			
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/4" = 1'-0"			

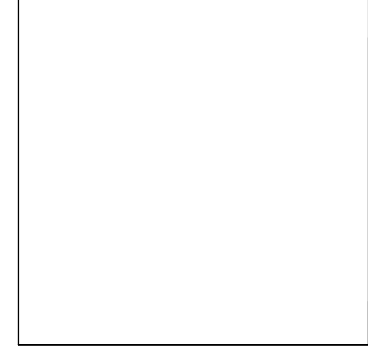
THROUGH NAME.	DRAWING TITLE
DELMAR	SIDE ELEVATIONS

SHEET No. A. 2. 1





LEFT ELEVATION



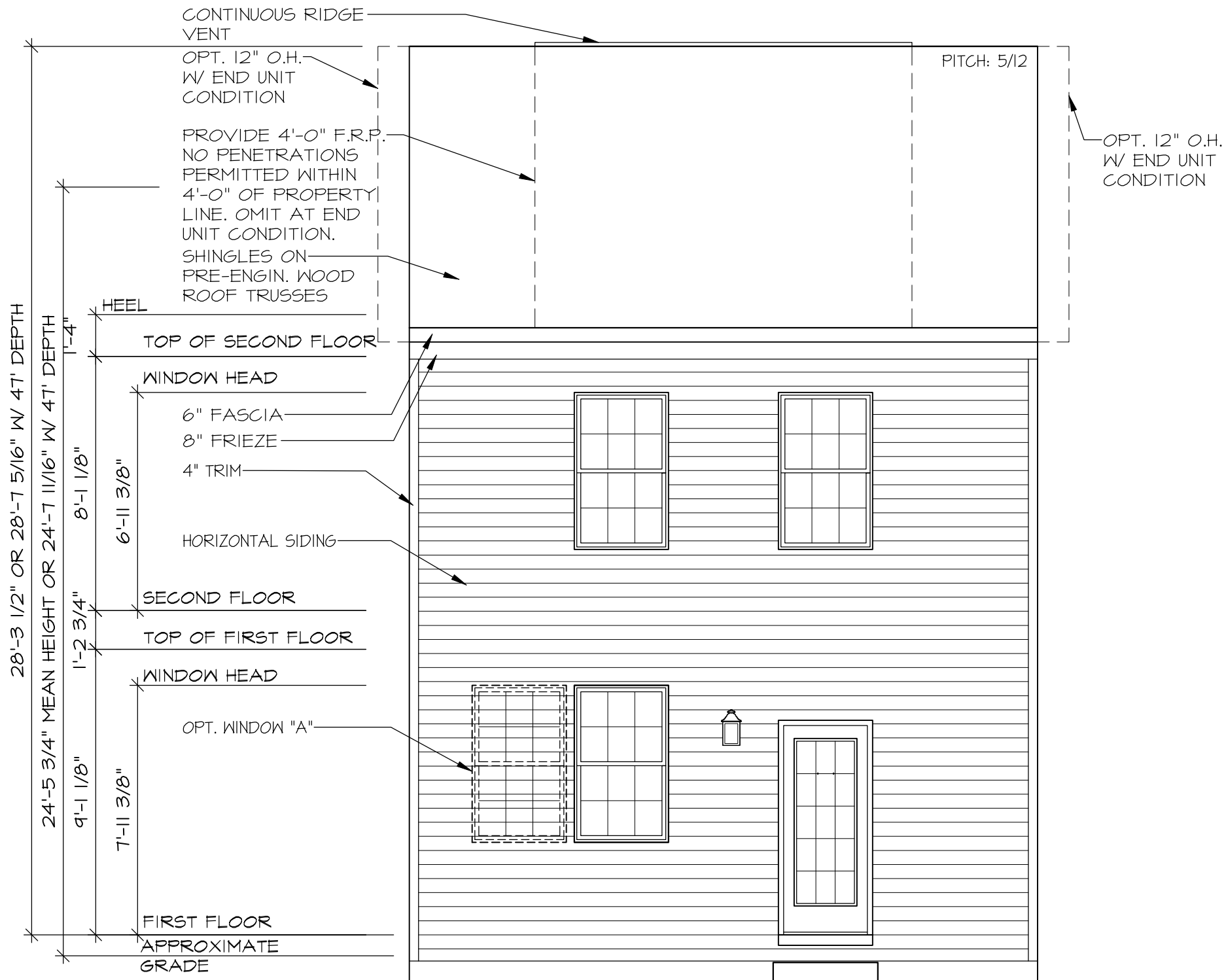
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ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

**D·R·HORTON®**  
*America's Builder*

DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
11 X 17 SCALE  
1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
SIDE ELEVATIONS

SHEET No.  
**A.2.2**



REAR ELEVATION

**WADE**  
ARCHITECTURE  
HAGERSTOWN, MD 240-462-4638

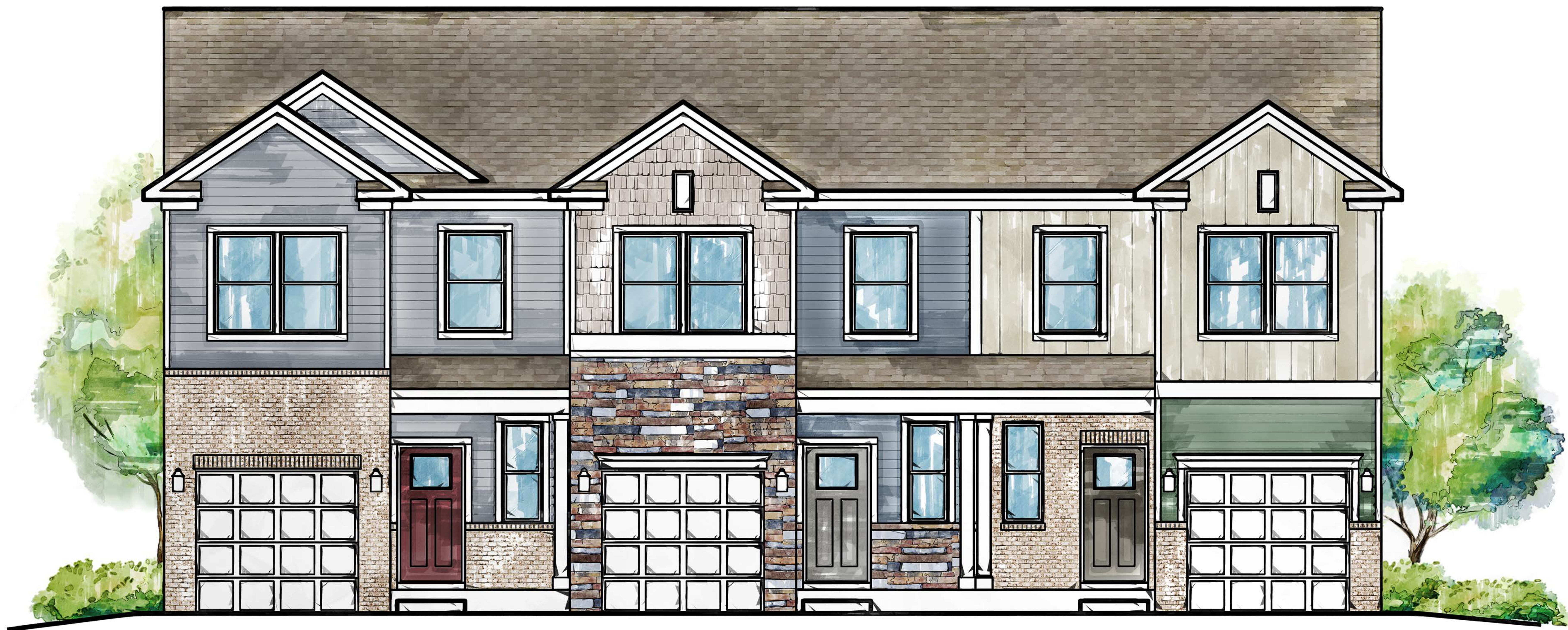
**D·R·HORTON®**  
*America's Builder*

DRAWN BY:  
W. TYLER  
DATE:  
12/20/2023  
PROJECT NO.  
DT39  
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1/8" = 1'-0"  
24 X 36 SCALE  
1/4" = 1'-0"

HOUSE NAME:  
**DELMAR**  
DRAWING TITLE  
REAR ELEVATIONS

SHEET No.  
**A.2.5**











## MEMORANDUM

**To:** Cameron Palmore, PE, LS  
Koontz Bryant Johnson Williams, Inc (KBJW)

**From:** Oliver Burke, PE  
Karen McPherson, PE, PTOE  
McPherson Consulting

**Date:** December 14, 2023

**Subject:** Low-Level Traffic Impact Study  
Yorkhampton Townhomes - Hampton, Virginia

### Introduction

McPherson Consulting, LLC was retained to perform a low-level traffic evaluation for the proposed residential site located in Hampton, Virginia. This traffic evaluation includes a trip generation analysis using the following items:

- ITE Trip Generation Manual, 11<sup>th</sup> Edition, 2021
- Site plan provided by KBJW dated September 28, 2023
- Previous TIA dated March 18, 2014

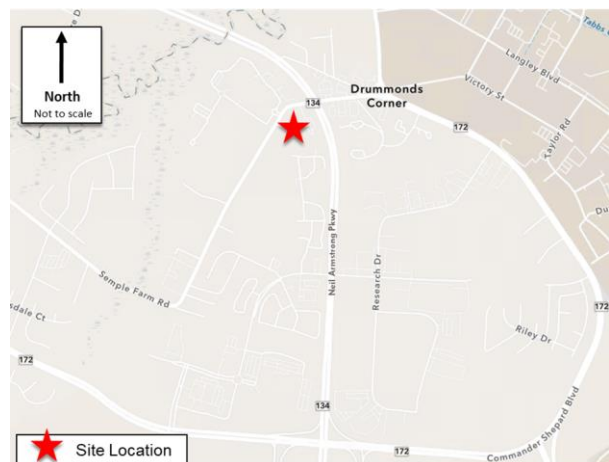
This memorandum is being prepared to outline the number of trips generated by the proposed site plan, and evaluate previous recommendations outlined by the TIA dated March 18, 2014.

### Study Area

The site is located within the City of Hampton, VA, southwest of the Neil Armstrong Parkway / Semple Farm Road signalized intersection as illustrated in Figure 1.

Today, the 7.93-acre property is vacant. The proposed site plan includes 67 townhomes and will have two access points along Semple Farm Road. The proposed site plan, prepared by KBJW dated September 28, 2023 is included in Attachment A.

**Figure 1: Site Location**



The site is currently zoned as Residential (R-11) and a rezoning to MD-1 is requested to support the proposed development.

### Trip Generation | Site Traffic

To quantify the number of trips generated by the site, traffic was generated for the site using methodologies contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, 2021*. Trip generation methodology assumed ITE Land Use Code 215 (Single Family Attached Housing), summarized in Table 1 below.

**Table 1: Trip Generation**

Land Use (code)	Variable (units)	AM Peak		PM Peak		Daily	
		In	Out	In	Out	In	Out
Single-Family Attached Housing (215)	67	8	24	22	16	241	241

As shown in Table 1, the entire development has the potential to generate 32 and 38 trips during the AM and PM peak periods, respectively. Additionally, the site is anticipated to generate 482 daily trips.

Based on guidance outlined in the City of Hampton's Design and Construction standards, a development generating less than 100 peak hour trips does not warrant the requirement for a full Traffic Impact Analysis. However, a full TIA was performed for the site in 2014. As part of the analysis in the 2014 study, a trip generation analysis was performed as outlined below in **Table 2**.

**Table 2: Trip Generation – 2014 TIA**

Land Use	Variable (units)	AM Peak		PM Peak		Daily	
		In	Out	In	Out	In	Out
Residential Condo/Townhouse	76	6	28	26	13	221	221

The previous analysis was performed using the 9<sup>th</sup> edition of the ITE trip generation manual. The previous analysis determined that the site had the potential to generate 34 AM peak hour trips, and 38 PM peak hour trips. These trips are within 2 and 1 trip of the AM and PM peak trips currently projected in Table 1. Furthermore, there is a 9-unit reduction between the initial analysis and this update, as well as the revised trip generation assumes ITE code 215, which is a more conservative trip generation approach for the site.

---

### **Site Access**

Access to the site will be provided via two entrances, both of which are located along Semple Farm Road. The primary entrance is located to create the fourth leg of the Semple Farm Road / Falcon Creek Way intersection. The second access point will create a T intersection south of the primary entrance.

The previous TIA performed turn lane warrants at the site driveways. These analyses determined that exclusive left and right turn lanes are not warranted due to a lack of mainline and turning volumes. Based on the trip generation analysis and comparison described above, the findings of the previous TIA are still applicable.

### **Conclusion**

Based on the analysis described above, the site has the potential to generate 32 and 38 trips during the AM and PM peaks, respectively. The site will have two connections to Semple Farm Road. Based on a comparison with the initial Traffic Impact Analysis performed in 2014, the findings of the previous TIA are still applicable.



**D.R. HORTON, INC.**

**REZONING CASE NUMBER \_\_\_\_\_**

**TITLE CERTIFICATION AND LIEN DISCLOSURE**

The undersigned, attorney for the developer of the property located at 31, 39, 41, and 49 Semple Farm Road, LRSNS: 6001077, 6000966, 6001076, and 6001075 (the "Property") to be rezoned, hereby certifies as of June 15, 2023 at 8:00 a.m., in reliance upon the Commitment (hereinafter defined), as required by § 14-24(5) of the Zoning Ordinance of the City of Hampton, Virginia, as follows:

1. Current title to the Property is in the name JB HOLDINGS LLC, a Kansas limited liability company (the "Owner").
2. The Property was acquired by the Owner by deed dated September 29, 2015, recorded on October 6, 2015 as Instrument No. 150012670, deed dated December 19, 2012, recorded on December 21, 2012 as Instrument No. 120019191, deed dated December 10, 2015, recorded on February 18, 2016 as Instrument No. 160002105, and deed dated December 7, 2012, recorded on December 7, 2012 in Instrument No. 120018496 (the "Clerk's Office").
3. The legal description of the Property is as follows:

**Parcel 1:**

All that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, located on the southerly side of Semple Farm Road, containing 1.925 acres, more or less, and being more particularly described as follows: Beginning at a point on Semple Farm Road which is the North-east corner of the property herein conveyed and running thence S. 8 degrees 01 minutes 30 seconds E. along the boundary line of the property conveyed by deed of even date to Pearl Winder Veney, et als, to a point which is the Southeast boundary of the property herein conveyed; thence N. 80 degrees 40 minutes 00 seconds W. 140.79 feet to a point; thence N. 8 degrees 01 minutes 30 seconds W. 555.80 feet along a 40-foot right of way to a point on Semple Farm Road; thence in an easterly direction in an arc along Semple Farm Road 67.99 feet to a point; thence continuing in an arc along Semple Farm Road 48.46 feet to a point; thence N. 80 degrees 16 minutes E. 22.24 feet, more or less, along Semple Farm Road to the point or place of beginning, all as shown on a certain plat entitled, "PLAT SHOWING PARTIAL PARTITION OF WILLIE JOHNSON ESTATE, BEING LOCATED ON SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," dated November 4, 1965, made by S. J. Glass, Certified Land Surveyor, a copy of which is attached to and made a part of a certain deed recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 395, page 351. The said property herein conveyed being the westerly half of Parcel 2 as shown on said plat.

**Parcel 2:**

All that certain lot, piece or parcel of and, located in the City of Hampton, Virginia, known, numbered and designated as Lot 11 as shown on that

certain plat entitled "MAGRUDER. ESTATES, SECTION 3" made by William M. Sours, Surveyor, dated January 2, 1990, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Plat Book 10, at page 23.

Parcel 3:

All that certain lot, piece or parcel of land with the privileges and appurtenances thereunto belonging, situate, and being in the City of Hampton, Virginia, and being known and designated as "PARCEL 'A' CATHERINE WHITE ESTATE 0.902 AC. +/-." As shown on a certain plat entitled, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA", dated May 16, 1973, made by S.J. Glass & Associates, Engineering Services, Hampton, Virginia, a copy of said plat is attached to and made a part of that certain deed dated September 10, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 561, page 113.

Parcel 4:

All that certain lot, piece or parcel of land with the privileges and appurtenances thereunto belonging, situate, and being in the City of Hampton, Virginia, and being known and designated as "PARCEL 'B' CATHERINE WHITE ESTATE 4.677 AC. +/-." As shown on a certain plat entitled, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA", dated May 16, 1973, made by S.J. Glass & Associates, Engineering Services, Hampton, Virginia, a copy of said plat is attached to and made a part of that certain deed dated September 10, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 561, page 113.

4. In reliance upon that certain title insurance commitment from Title Resources Guaranty Company, Commitment Number 1110021-06973 attached hereto (the "Commitment"), I further certify that as of June 15, 2023 at 8:00 a.m., a title search of the Property revealed no deed restrictions or covenants of record, title defects, deeds of trust, liens or encumbrances affecting, or potentially affecting, any portion of the Property other than those listed on Schedule B, Part II of the Commitment.

Date: June 15, 2023  
8:00 a.m.

Kaufman & Canoles, P.C.

By: 

Timothy O. Trant II, Esq.  
11815 Fountain Way, Suite 400  
Newport News, VA 23606  
Telephone: 757-873-6300



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


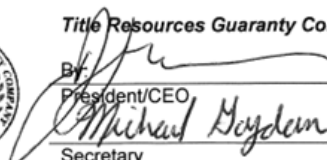
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, , a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

, An Authorized Signature

 **Title Resources Guaranty Company**  
By:   
President/CEO  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 06-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018 Arb Deleted

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 06-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018 Arb Deleted

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Issuing Agent: Title Resources Production  
Issuing Office: Title Resources Production  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment No: 1110021-06973  
Issuing Office File No:  
Property Address: 7.92 acres - See Exhibit A, Hampton, VA

**SCHEDULE A**

1. Commitment Date: June 15, 2023 at 8:00 a.m.
2. Policy or Policies to be issued:
  - (a) Proposed Insured: D. R. Horton, Inc., a Delaware corporation  
Proposed Policy Amount: \$ 1,300,000.00
  - (b) Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment Is:  
Fee Simple
4. The Title, is at the Commitment Date, vested in:  
JB Holdings, LLC, a Kansas limited liability company
5. The land is described as follows:  
See Exhibit "A" attached hereto

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## SCHEDULE B - Part 1 Requirements

**All of the following Requirements must be met:**

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Deed from JB Holdings, LLC, a Kansas limited liability company to D. R. Horton, Inc., a Delaware corporation vesting Fee Simple title to the subject property.
5. Pay all taxes, charges, assessments, levied or assessed against subject premises, which are due and payable.
6. Receipt of a Satisfactory Owner's Affidavit from the Owner as to among other things, possession, judgments and mechanics' liens. To the extent construction has been done within the last 123 days additional requirements might be required.
7. Receipt of a survey acceptable to the Company or Schedule B-Section 2, Exception 3 (the Survey Exception) will remain. NOTE: If the purchaser does not obtain a survey of the property Covered Risk2(c) will be deleted from the ALTA Owner's Policy and Covered Risks 21, 22, 23, and 24 will be deleted from the ALTA Homeowner's Policy. In the event that additional matters are shown on such survey those items will be included as Exceptions to the Policy.
8. Examination of the appropriate records in the name of each purchaser of the Land and disclosure to the Company of all US liens revealed. Unless released or otherwise disposed of to the satisfaction of the Company, federal judgment liens will appear as an exception to the final policy.
9. Receipt of proof that the parties are not under the control of the Bankruptcy Court.
10. Seller(s) to sign affidavit confirming there are no open mortgages or liens against the properties.
11. With respect to JB Holdings, LLC, a Kansas limited liability company (the "LLC"), the Company must be furnished with the documents listed below
  - a. Articles of Organization; and any amendments thereto;
  - b. Certificate of Good Standing from the jurisdiction in which the LLC was formed;
  - c. The LLC's Employer Identification Number (EIN);
  - d. Operating Agreement and any amendments thereto. In a single member limited liability company, an Operating Agreement is not be required, but proof must be provided that the LLC IS a single member limited liability company (i.e. letter from IRS assigning an EIN #), etc.
  - e. A Roster of All Members of the LLC with certification that it is complete and current. In a single member limited liability company, a Roster will not be required, but proof must be provided that the LLC IS a single member limited liability company; and

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f. A Resolution of all the required members of the LLC approving the purchase and/or sale of the Property, unless otherwise authorized in the governing documents.

NOTE: If any of the members of the LLC is a Corporation, General Partnership, LLC or LLP, the requirements set forth for those entities must be added as to that partner as additional Schedule B-1 Requirements. Further, unless the Deed or Deed of trust is to be executed by ALL members of the LLC, the Agent should be furnished satisfactory evidence that all necessary consents, authorizations, resolution, notices and actions relating to the sale, as well as execution and delivery of Deed and/or Deed of Trust as required under applicable law and the governing documents have been conducted, given or properly waived.

12. With respect to D. R. Horton, Inc. (the "Corporation"), the Company must be furnished with the following documents:
- a. Articles of Incorporation, and any amendments thereto, certified to be true and complete by an officer of the Corporation;
  - b. Bylaws, certified to be true and complete by an officer of the Corporation;
  - c. An appropriate resolution by the Board of Directors (certified by an officer of the corporation to be true and in full force and effect) authorizing the conveyance and or encumbrance by the Corporation, and authorizing certain specifically identified corporate officers to execute, acknowledge and deliver Deeds, Mortgages, and other documents required for the transaction, or the same must be contained in the proposed instrument or instruments to the insured;
  - d. An Incumbency Certificate identifying the corporate officers and their signatures, which is certified by an officer of the Corporation to be true and in full force and effect;
  - e. Certificate of Good Standing from the jurisdiction in which the Corporation was formed, and
  - f. The Corporation's Employer Identification Number (EIN).

NOTE: If any signatory of the Corporation, is a Corporation, General Partnership, LLC or LLP, the requirements set forth for those entities must be added as to that partner as additional Schedule B-1 Requirements. Company reserves the right to make other Schedule B - Section 1 - Requirements or take further Schedule B - Section 2 - Exceptions upon its receipt and review of any documentation requested by it to confirm clear title, or of the proposed documents creating the estate or interest to be insured, or upon its otherwise ascertaining details of the transaction.

13. Before any residential construction begins, the Company requires that a Mechanic's Lien Agent be designated on the building permit for each residence. Prior to any residential out sale the Company will require the following:
- As to new residential construction with a Mechanic's Lien Agent, receipt and satisfactory review of the following:
- a. Building permit listing a designated Mechanic's Lien Agent ("MLA");
  - b. Designation and Acceptance by MLA;
  - c. MLA certification by MLA Agent as to who gave notice and liens waivers from those that gave notice; and
  - d. Occupancy Permit or Residential Use Permit.
- As to construction without a properly designated with Mechanic's Lien Agent, including construction to develop the lot, receipt and satisfactory review of the following:
- a) A list of all contractors, subcontractors and suppliers of material that worked on the property (onsite or otherwise) or supplied materials that were used in the construction during the last 123 days;
  - b) Receipt of satisfactory Final Lien Waivers from all parties set forth on the list required above; and
  - c) Occupancy Permit or Residential Use Permit, to the extent appropriate.

14. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable. Note: This Policy specifically insures the insured

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as follows: a. If taxes are payable on an annual basis, taxes have been paid through the current fiscal year. b. If taxes are payable on a semi-annual basis, taxes and any applicable service charge have been paid through the first following the Effective Date of the herein Policy, which ever of said dates is the first to occur. City: Hampton State: Virginia For Tax Year: [2023](#) Account #[6001077](#) Base Annual Amount \$1,201.24. 1st semi-annual amount due December 05, 2022 \$600.62. PAID. 2nd semi-annual amount due June 05, 2023 \$600.62. PAID. However, this policy of title insurance does not insure against possible future tax levies and/or frontage benefit assessments, nor against such public charges and assessments or the balance thereof for existing or proposed improvement or improvements which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.

15. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable. Note: This Policy specifically insures the insured as follows: a. If taxes are payable on an annual basis, taxes have been paid through the current fiscal year. b. If taxes are payable on a semi-annual basis, taxes and any applicable service charge have been paid through the first following the Effective Date of the herein Policy, which ever of said dates is the first to occur. City AND Stormwater: Hampton State: Virginia For Tax Year: [2023](#) Account #[6000966](#) Base Annual Amount \$152.30. 1st semi-annual amount due December 05, 2022 \$76.15. PAID. 2nd semi-annual amount due June 05, 2023 \$76.15. PAID. However, this policy of title insurance does not insure against possible future tax levies and/or frontage benefit assessments, nor against such public charges and assessments or the balance thereof for existing or proposed improvement or improvements which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.
16. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable. Note: This Policy specifically insures the insured as follows: a. If taxes are payable on an annual basis, taxes have been paid through the current fiscal year. b. If taxes are payable on a semi-annual basis, taxes and any applicable service charge have been paid through the first following the Effective Date of the herein Policy, which ever of said dates is the first to occur. City AND Stormwater: HAMPTON State: Virginia For Tax Year: [2023](#) Account #[6001076](#) Base Annual Amount \$990.10. 1st semi-annual amount due December 05, 2022 \$495.05. PAID. 2nd semi-annual amount due June 05, 2023 \$495.05. PAID. However, this policy of title insurance does not insure against possible future tax levies and/or frontage benefit assessments, nor against such public charges and assessments or the balance thereof for existing or proposed improvement or improvements which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.
17. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable. Note: This Policy specifically insures the insured as follows: a. If taxes are payable on an annual basis, taxes have been paid through the current fiscal year. b. If taxes are payable on a semi-annual basis, taxes and any applicable service charge have been paid through the first following the Effective Date of the herein Policy, which ever of said dates is the first to occur. City AND Stormwater: Hampton State: Virginia For Tax Year: [2023](#) Account # [6001075](#) Base Annual Amount \$2,488.78. 1st semi-annual amount due December 05, 2022 \$1,244.39. PAID. 2nd semi-annual amount due June 05, 2023 \$1,244.39. PAID. However, this policy of title insurance does not insure against possible future tax levies and/or frontage benefit assessments, nor against such public charges and assessments or the balance thereof for existing or

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proposed improvement or improvements which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.

18. RECEIPT AND SATISFACTORY REVIEW OF THE RECORDED FINAL SUBDIVISION PLAT CREATING THE LOTS AND NEW LEGAL DESCRIPTION OF THE DESIGNATED LOTS PRIOR TO CLOSING. ALL MATTERS CREATED BY OR SHOWN ON SUCH PLAT WILL BE ADDITIONAL EXCEPTIONS.
19. Seller to provide a recordable termination/release as to the property in a form satisfactory to the Title Company to delete Exception 9, Deed Book 1191, Page 1352.
20. Seller to provide a recordable termination/release as to the property in a form satisfactory to the Title Company to delete Exception 11, Instrument No. 030012480.

NOTE: This Company reserves the right to make other Schedule B - Section 1 - Requirements or take further Schedule B - Section 2 - Exceptions upon its receipt and review of any documentation requested by it to confirm clear title, or of the proposed documents creating the estate or interest to be insured, or upon its otherwise ascertaining details of the transaction. Any such changes will be communicated to the lender prior to closing.

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## SCHEDULE B – Part II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right of lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
4. Any discrepancies, overlaps or conflicts in boundary lines, any shortage in area or quantity of land, and any other matters which would be disclosed by an accurate survey and inspection of the property
5. Unrecorded easements, or claims of easements, if any, on, above or below the surface of the property.
6. Real Estate Taxes, including supplemental taxes and municipal charges, subsequent to June 30, 2023, which are liens not yet due and payable.
7. Irrespective of the recitation of acreage or courses and distances contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage, or of any measurements set out therein of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, measurements or acreage of the land.
8. Sanitary Sewer Easement granted The City of Hampton, Virginia, a Municipal Corporation, by instrument from Floyd E. Winder and Joyce B. Winder, husband and wife, dated January 17, 2000, and recorded February 14, 2000 at 10:28 AM as Instrument No. 000002258, in Deed Book [1319, Page 11](#), affecting the subject property 15 feet wide along the front property line, adjacent to Sample Farm Road. (AFFECTS PARCEL 1)
9. Subject to all easements, rights and responsibilities created by that Declaration of Cross Easements Agreement dated December 10, 1996 by and between by Derby Run Associates, L.P., a Virginia limited partnership and Derby Run II Associates, L.P., a Virginia limited partnership, as declarants, and recorded in the Clerk's Office aforesaid in Deed Book [1191, at page 1352](#). (AFFECTS PARCEL 2)

NOTE: To be deleted upon recording Termination Agreement in the land records.

10. Any and all Rights of Way, Notes, Restrictions, Declarations, Set Backs, Easements, Covenants, Agreements, if any, as shown on the Plat(s) entitled, "MAGRUDER ESTATES - SECITON THREE]", recorded among the Land Records of County in Plat Book [10, page\(s\) 23](#). (AFFECTS PARCEL 2)

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15 foot easement dedication to the City of Hampton along Semple Farm Road.

11. Subject to a(n) Agreement with Telcom Systems, LLC, a Virginia limited liability company recorded among the Land Records of the City of Hampton County Clerk in Instrument No. [030012480](#). (AFFECTS PARCEL 2)

NOTE: To be deleted upon recording Termination Agreement in the land records.

12. Sanitary Sewer Easement granted The City of Hampton by instrument dated January 6, 2000 and recorded January 27, 2000 as Instrument No. 000001282 in [Deed Book 1317, Page 589](#), 15 feet wide and adjacent to Semple Farm Road. (AFFECTS PARCEL 4)
13. Easement of right of way 200 feet in width, over, upon and across the lands and properties of the insured property granted by instrument dated April 27, 1961 to Virginia Electric and Power Company, recorded in Deed Book [309, Page 217](#), incident to a condemnation proceeding, the style of which is Virginia Electric and Power Company, a Virginia corporation v. Octavia Smith, et als, the Order confirming the Commissioner's report in said proceedings being dated June 3, 1952, and recorded in the Clerk's Office of said Court in Deed Book [194, Page 421](#), for the perpetual right, privilege and easement of right of way to lay, construct, operate, maintain, repair, replace and remove one or more pipe lines and one or more conduit and cable lines, together with all wires, valves, regulators, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, and for transmitting and distributing electric power, respectively, under, over, upon, across and through said property, as shown on a plat contained in the condemnation file, is unrecorded. (AFFECTS PARCEL 4)
14. Subject to that certain plat entitled, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA", dated May 16, 1973, made by S.J. Glass & Associates, Engineering Services, Hampton, Virginia, a copy of said plat is attached to and made a part of that certain deed dated September 10, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in [Deed Book 561, page 113](#), and re-recorded in Instrument 220009348 to include said plat. (AFFECTS PARCELS 3 and 4)
15. Easement(s) and Right(s) of Way granted to Hampton Roads Sanitation District and recorded in Deed Book [395, page 215](#). (AFFECTS PARCEL 4)
16. Notes, Easements, Rights of Ways, and all matters set forth or shown on that ALTA/NSPS Land Title Survey of TAX PARCELS 6001077, 6000966, & 6001076, Hampton, Virginia, prepared by Koontz, Bryant, Johnson, Williams dated 11/02/2022, Project: 21210-001; including but not limited to:
  - a. Possible 15' Waterline Easement (Affects Parcel 4);
  - b. 30' Easement to H.R.S.D. (DB 395 PG 215) (Affects Parcel 4);
  - c. Transmission Tower (Affects Parcel 4);
  - d. Over-head utility lines;
  - e. Telephone pedestal (Affects Parcel 1);
  - f. Underground gas (Affects Parcel 4);
  - g. Underground water (Affects Parcel 1);
  - h. intentionally deleted;
  - i. Sanitary manhole. (Affects Parcels 1, 3, and 4)

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## EXHIBIT A

The Land referred to in this Commitment is described as follows

Parcel 1: All that certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, located on the southerly side of Semple Farm Road, containing 1.925 acres, more or less, and being more particularly described as follows: Beginning at a point on Semple Farm Road which is the North-east corner of the property herein conveyed and running thence S. 8 degrees 01 minutes 30 seconds E. along the boundary line of the property conveyed by deed of even date to Pearl Winder Veney, et als, to a point which is the Southeast boundary of the property herein conveyed; thence N. 80 degrees 40 minutes 00 seconds W. 140.79 feet to a point; thence N. 8 degrees 01 minutes 30 seconds W. 555.80 feet along a 40-foot right of way to a point on Semple Farm Road; thence in an easterly direction in an arc along Semple Farm Road 67.99 feet to a point; thence continuing in an arc along Semple Farm Road 48.46 feet to a point; thence N. 80 degrees 16 minutes E. 22.24 feet, more or less, along Semple Farm Road to the point or place of beginning, all as shown on a certain plat entitled, "PLAT SHOWING PARTIAL PARTITION OF WILLIE JOHNSON ESTATE, BEING LOCATED ON SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA," dated November 4, 1965, made by S. J. Glass, Certified Land Surveyor, a copy of which is attached to and made a part of a certain deed recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 395, page 351. The said property herein conveyed being the westerly half of Parcel 2 as shown on said plat.

Being the same property conveyed to J.B. Holdings, LLC, a Kansas limited liability company by deed from Floyd E. Winder, widowed and not remarried, dated September 29, 2015, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, on October 6, 2015 in Instrument No. 150012670.

Tax ID No. 6001077 - 31 Semple Farm Road

Parcel 2: All that certain lot, piece or parcel of land, located in the City of Hampton, Virginia, known, numbered and designated as Lot 11 as shown on that certain plat entitled "MAGRUDER. ESTATES, SECTION 3" made by William M. Sours, Surveyor, dated January 2, 1990, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Plat Book 10, at page 23.

Being the same property conveyed to J.B. Holdings, LLC, a Kansas limited liability company, by deed from DR Two, LLC, a Virginia limited liability company, dated December 19, 2012, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, on December 21, 2012 as Instrument No. 120019191.

Tax ID No. 6000966 - 39 Semple Farm Road

AND

Parcel 3: All that certain lot, piece or parcel of land with the privileges and appurtenances thereunto belonging, situate, and being in the City of Hampton, Virginia, and being known and designated as "PARCEL 'A' CATHERINE WHITE ESTATE 0.902 AC. +/-." As shown on a certain plat entitled, "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA", dated May 16, 1973, made by S.J. Glass & Associates, Engineering Services, Hampton, Virginia, a copy of said plat is attached to and made a part of that certain deed dated September 10, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 561, page 113.

Being the same property conveyed to J.B. Holdings, LLC, a Kansas limited liability company by deed from Thomas A. Burcher and Angelaine Harmonie Mason, Special Commissioners, dated December 10, 2015, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, on February 18, 2016 as Instrument No. 160002105

Tax ID No. 6001076 - 41 Semple Farm Road

AND

Parcel 4: All that certain lot, piece or parcel of land with the privileges and appurtenances thereunto belonging, situate, and being in the City of Hampton, Virginia, and being known and designated as "PARCEL 'B' CATHERINE WHITE ESTATE 4.677 AC. +/-." As shown on a certain plat entitled, "PLAT SHOWING

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PROPERTY OF CATHERINE WHITE ESTATE, BEING LOT 8, JOHN WINDER FARM, SEMPLE FARM ROAD, CITY OF HAMPTON, VIRGINIA", dated May 16, 1973, made by S.J. Glass & Associates, Engineering Services, Hampton, Virginia, a copy of said plat is attached to and made a part of that certain deed dated September 10, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, in Deed Book 561, page 113.

Being the same property conveyed to J.B. Holdings, LLC, a Kansas limited liability company by deed from Robert Harris, Special Commissioners, dated December 7, 2012, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, on December 7, 2012 in Instrument No. 120018496.

Tax ID No. 6001075 - 49 Semple Farm Road

Also, being described on that certain ALTA/NSPS Land Title Survey of Tax Parcels 6001077, 6000966, & 6001076, dated November 2, 2022, by Koontz Bryant Johnson Williams, Project: 212-001, as follows:

Parcel 1:

BEGINNING AT A POINT, A PIN FOUND, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD AND THE WESTERN LINE OF PARCEL 2 AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES DATED NOVEMBER 4, 1965, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 395, AT PAGE 353;

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 25°58'10", AN ARC LENGTH OF 67.99 FEET, A CHORD BEARING OF NORTH 58°42'45" EAST AND A CHORD DISTANCE OF 67.41 FEET TO A POINT, A NAIL SET; THENCE CONTINUING ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 416.50 FEET, WITH A CENTRAL ANGLE OF 06°39'59", AN ARC LENGTH OF 48.46 FEET, A CHORD BEARING OF NORTH 75°01'50" EAST AND A CHORD DISTANCE OF 48.43 FEET TO A POINT, A NAIL SET; THENCE CONTINUING ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD, NORTH 78°21'49" EAST, TO THE WESTERN LINE OF "EASTERLY PART OF PARCEL 2" AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT OF THE PROPERTY OF EMMANUEL LUTHERAN CHURCH PARCEL 1A AND THE EASTERLY PART OF PARCEL 2 PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE AND A PARCEL OF LAND CONTAINING 0.0857 ACRE" DATED DECEMBER 20, 1989 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 972, AT PAGE 392 (PLAT); FOR A DISTANCE OF 28.34 FEET (FIELD) 22.24 (DEED) TO A POINT, A NAIL SET; THENCE DEPARTING SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG SAID WESTERN LINE OF THE "EASTERLY PART OF PARCEL 2", SOUTH 09°55'41" EAST, TO THE NORTHERN PROPERTY LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20; A DISTANCE OF 605.53 FEET TO A POINT, PIN SET; THENCE ALONG SAID NORTHERN LINE OF LOT 10-A, SOUTH 88°16'06" WEST, TO THE SOUTHEASTERN CORNER OF LOT 11, AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23 A DISTANCE OF 140.79 FEET TO A POINT, A PIN FOUND; THENCE ALONG SAID EASTERN LINE OF LOT 11, NORTH 09°55'41" WEST FOR A DISTANCE OF 555.80 FEET (DEED) (PLAT), 555.81 FEET (FIELD) TO A POINT, A PIN FOUND, THE POINT OF BEGINNING.

CONTAINING 81,930 SQUARE FEET OR 1.881 ACRES MORE OR LESS.

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AND

Parcel 2:

COMMENCING AT A POINT, A PIPE FOUND, ON THE SOUTHERN RIGHT-OF-WAY LINE OF SEMPLE FARM ROAD, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL "A", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING RECORDED IN INSTRUMENT 220009348;

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD SOUTH 09°59'32" EAST FOR A DISTANCE OF 21.84 FEET TO A POINT, A PIN SET, THE POINT OF BEGINNING.

THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, NORTH 33°55'47" EAST, TO THE DIVIDING LINE OF PORTION OF PARCEL 2, AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PARTIAL PORTION OF WILLIE JOHNSON ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES DATED NOVEMBER 4, 1965, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN DEED BOOK 395, AT PAGE 353, AND LOT 11, AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23, A DISTANCE OF 60.96 FEET TO A POINT, A PIN SET;

THENCE DEPARTING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, ALONG SAID DIVIDING LINE OF PORTION OF PARCEL 2 AND LOT 11, SOUTH 09°55'41" EAST, TO THE DIVIDING LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20, AND LOT 11, A DISTANCE 534.13 FEET TO A POINT, A PIN FOUND;

THENCE ALONG SAID DIVIDING LINE OF LOT 10-A AND LOT 11, SOUTH 88°16'06" WEST, TO THE DIVIDING LINE OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING RECORDED IN INSTRUMENT 220003948, AND LOT 11, A DISTANCE OF 43.20 FEET TO A POINT, A PIPE FOUND;

THENCE ALONG SAID DIVIDING LINE OF PARCEL "B" AND LOT 11, NORTH 09°23'24" WEST, A DISTANCE OF 101.42 FEET TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND LOT 11 NORTH 09°59'32" WEST FOR A DISTANCE OF 382.63 FEET TO A POINT, A PIN SET, THE POINT OF BEGINNING.

CONTAINING 21,426 SQUARE FEET OR 0.492 ACRES MORE OR LESS

AND

Parcel 3:

BEGINNING AT A POINT, A PIPE FOUND ON THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, SAID PIPE BEING NORTHWESTERN CORNER OF PARCEL "A", AND THE NORTHEASTERN CORNER OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES,

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SAID PLAT BEING RECORDED IN INSTRUMENT 220009348; THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD NORTH 30°28'45" EAST FOR A DISTANCE OF 303.35' TO A POINT, A PIPE FOUND; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD SOUTH 09°59'32" EAST FOR A DISTANCE OF 21.84' TO A POINT, A PIN SET IN THE NORTHWESTERN CORNER OF LOT 11 AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23; THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD AND RUNNING ALONG THE DIVIDING LINE OF LOT 11 AND PARCEL "A" SOUTH 09°59'32" EAST TO THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" FOR A DISTANCE OF 382.63'(FIELD) 382.41'(PLAT) TO A POINT, A PIPE FOUND; THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" NORTH 58°34'26" WEST FOR A DISTANCE OF 262.56' TO A POINT, A PIPE FOUND, THE POINT OF BEGINNING.

CONTAINING 39,819 SQUARE FEET OR 0.914 ACRES MORE OR LESS

AND

Parcel 4:

BEGINNING AT A POINT, A PIPE FOUND ON THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD, SAID PIPE FOUND IN THE NORTHWESTERN CORNER OF PARCEL "B", AS SHOWN ON THE CERTAIN PLAT ENTITLED "PLAT SHOWING PROPERTY OF CATHERINE WHITE ESTATE" PREPARED BY S. J. GLASS & ASSOCIATES ENGINEERING SERVICES, SAID PLAT BEING RECORDED IN INSTRUMENT 220009348;

THENCE RUNNING ALONG THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD NORTH 30°28'45" EAST TO THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" OF AFORESAID PLAT, FOR A DISTANCE OF 262.15' TO A POINT, A PIPE FOUND; THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY OF SEMPLE FARM ROAD AND RUNNING ALONG THE DIVIDING LINE OF PARCEL "A" AND PARCEL "B" SOUTH 58°34'26" EAST TO THE DIVIDING LINE OF LOT 11 AS SHOWN ON THE CERTAIN PLAT ENTITLED "MAGRUDER ESTATES SECTION THREE" DATED JANUARY 2, 1990 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 10, AT PAGE 23, AND SAID PARCEL "A" FOR A DISTANCE OF 262.56' TO A PIPE FOUND; THENCE ALONG THE DIVIDING LINE OF PARCEL "A" AND LOT 11 SOUTH 09°23'24" EAST TO THE DIVIDING LINE OF LOT 10-A, AS SHOWN ON THE CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOTS 9 & 10 MAGRUDER ESTATES SECTION THREE" DATED NOVEMBER 18, 1993 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA IN PLAT BOOK 11, AT PAGES 19 AND 20, AND SAID PARCEL "B" FOR A DISTANCE OF 101.42' TO A POINT, A PIPE FOUND:

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 09°23'18" EAST FOR A DISTANCE OF 9.46' TO A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 06°36'20" EAST FOR A DISTANCE OF 179.50' TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 08°06'03" EAST FOR A DISTANCE OF 192.59' TO A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 06°20'55" EAST FOR A DISTANCE OF 164.99' TO A POINT, A POINT, A PIN FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 05°35'28" EAST FOR A

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DISTANCE OF 193.42' TO A POINT, A PIN FOUND.

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND LOT 10-A SOUTH 05°35'28" EAST TO THE DIVIDING LINE OF LOT 9, AS DESCRIBED IN DEED BOOK 1198, AT PAGES 1753 DATED MARCH 21, 1997, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, AND SAID PARCEL "B" FOR A DISTANCE OF 58.47' TO A POINT, A PIPE FOUND;

THENCE ALONG THE DIVIDING LINE OF PARCEL "B" AND SAID LOT 9 NORTH 30°04'44" WEST FOR A DISTANCE OF 929.14' TO A POINT, A PIPE FOUND, THE POINT OF BEGINNING.

CONTAINING 202,633 SQUARE FEET OR 4.652 ACRES MORE OR LESS

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