



Application for  
**Rezoning**

OFFICE USE ONLY  
Date Received:

**January 30, 2025**

Case Number: RZ **25 - 00001**

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 1644 Briarfield Road Hampton VA 23661  
LRSN 1007646 Current Zoning District MD-1 Proposed Zoning District MD-1  
Current Land Use Group Home II, Public/Private Educational, Recreational  
Proposed Land Use Group Home, Juvenile Residence, or Shelter  
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 Hampton Redevelopment and Housing Authority  
Address 1 Franklin St - Suite 603 City Hampton State VA Zip 23669  
Phone 757-727-1518 Email yhodges@hamptonrha.com

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

Applicant's Name Aaru Ma'at  
Address 1 Franklin St - Suite 603 City Hampton State VA Zip 23669  
Phone 757-727-6493 Email amaat@hamptonrha.com

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

Agent's Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

**5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS**

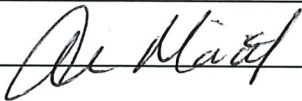
Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"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 Hampton Redevelopment and Housing Authority

Signed by: Name (printed) Aaru Ma'at, Its (title) Executive Director

Signature  Date 1/29/2025

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) \_\_\_\_\_

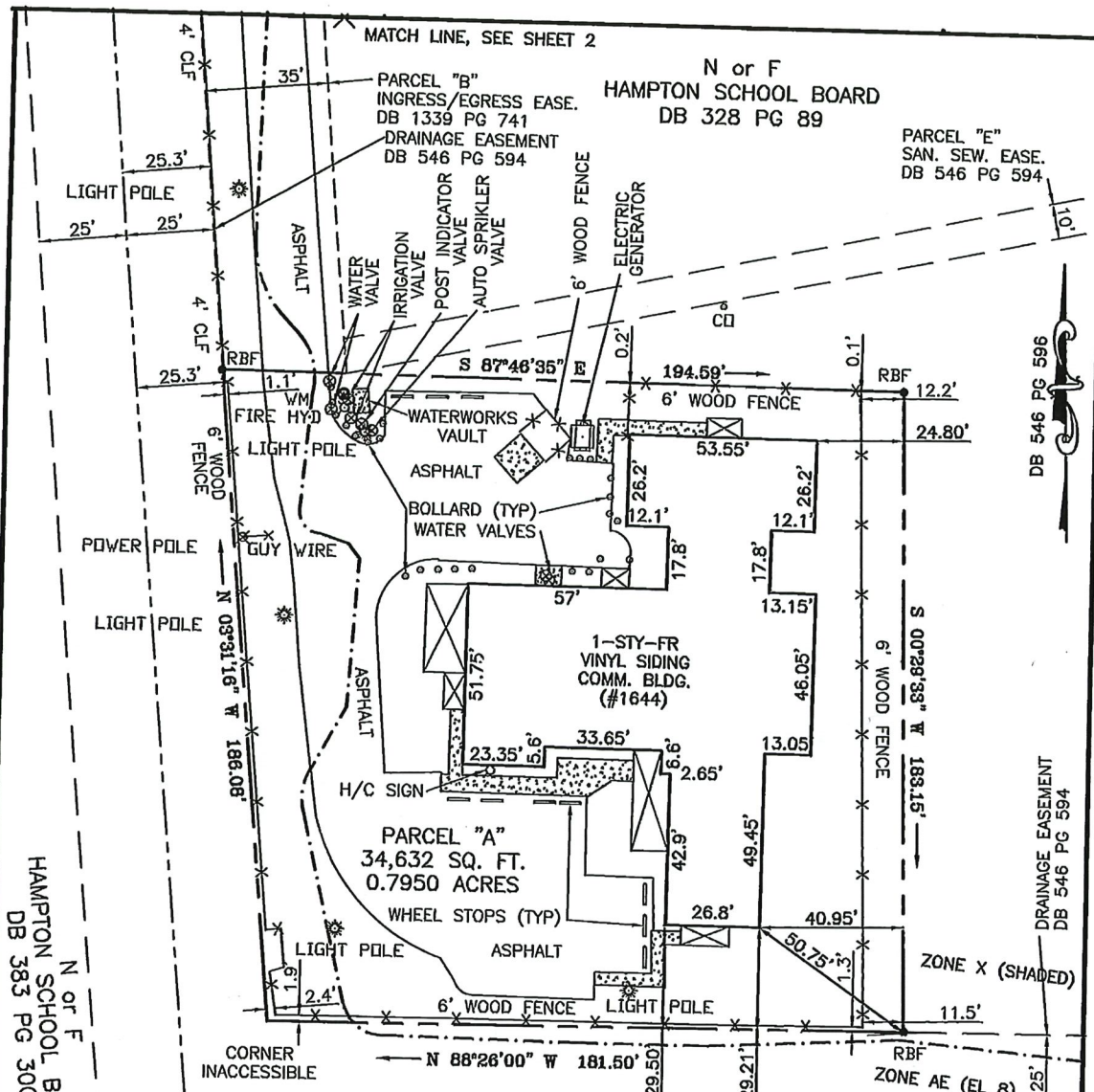
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

<i>OFFICE USE ONLY</i>		
<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)





HAMPTON SCHOOL BOARD  
DB 383 PG 300  
N or F

MATCH LINE, SEE SHEET 2

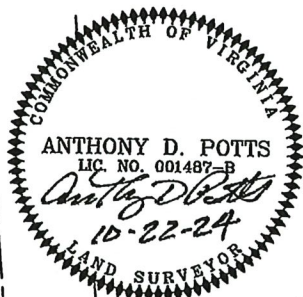
N or F  
HAMPTON SCHOOL BOARD  
DB 328 PG 89

PARCEL "E"  
SAN. SEW. EASE.  
DB 546 PG 594

PARCEL "B"  
INGRESS/EGRESS EASE.  
DB 1339 PG 741  
DRAINAGE EASEMENT  
DB 546 PG 594

N or F  
CITY OF HAMPTON  
INSTR. #130012554  
PARCEL "A"  
INSTR. #010017590 (PLAT)

NOTES: UNDERGROUND UTILITIES  
THIS PROPERTY IS LOCATED IN FIRM ZONES,  
AE, (EL 8)(AREA OF 1% ANNUAL CHANCE FLOOD) &  
X, (SHADED)(AREA OF 2% ANNUAL CHANCE FLOOD)  
AS SHOWN ON COMMUNITY PANEL NO. 515527 0024 H  
DATED MAY 16, 2016 (INDEX DATE MAY 16, 2016)  
REF: DB 546 PG 594, DB 1339 PG 741  
NO TITLE REPORT PROVIDED  
PROPERTY IS SUBJECT TO RIGHTS OF WAY, EASEMENTS  
COVENANTS, AND ALL MATTERS OF PUBLIC RECORD.  
ALL EASEMENTS MAY NOT BE SHOWN  
EXISTING DITCH MAY INCUR THE EXISTENCE  
OF RPA AND RMA AREAS



SHEET 1 OF 2  
#1644 BRIARFIELD ROAD

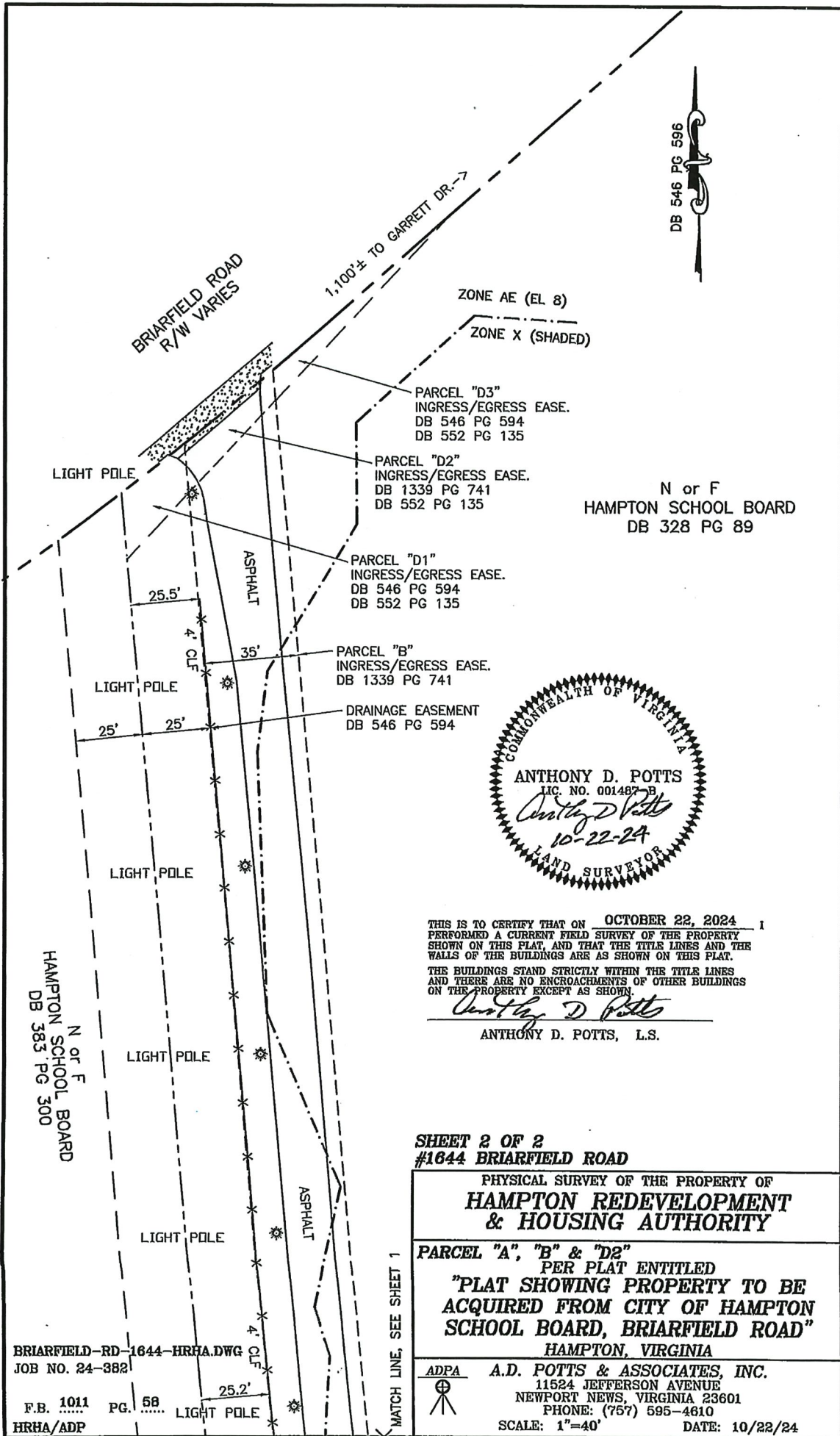
PHYSICAL SURVEY OF THE PROPERTY OF  
**HAMPTON REDEVELOPMENT  
& HOUSING AUTHORITY**

PARCEL "A", "B" & "D2"  
PER PLAT ENTITLED  
**"PLAT SHOWING PROPERTY TO BE  
ACQUIRED FROM CITY OF HAMPTON  
SCHOOL BOARD, BRIARFIELD ROAD"  
HAMPTON, VIRGINIA**

ADPA A.D. POTTS & ASSOCIATES, INC.  
11524 JEFFERSON AVENUE  
NEWPORT NEWS, VIRGINIA 23601  
PHONE: (757) 595-4610  
SCALE: 1"=40' DATE: 10/22/24

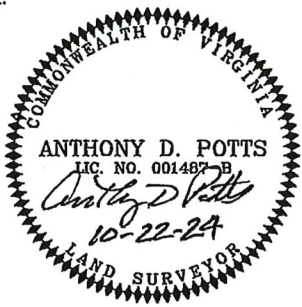
THIS IS TO CERTIFY THAT ON OCTOBER 22, 2024 I  
PERFORMED A CURRENT FIELD SURVEY OF THE PROPERTY  
SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE  
WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT.  
THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES  
AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS  
ON THE PROPERTY EXCEPT AS SHOWN.

*Anthony D. Potts*  
ANTHONY D. POTTS, L.S.



DB 546 PG 596

N or F  
HAMPTON SCHOOL BOARD  
DB 328 PG 89



THIS IS TO CERTIFY THAT ON OCTOBER 22, 2024 I PERFORMED A CURRENT FIELD SURVEY OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS ON THE PROPERTY EXCEPT AS SHOWN.

*Anthony D. Potts*  
ANTHONY D. POTTS, L.S.

**SHEET 2 OF 2**  
**#1644 BRIARFIELD ROAD**

PHYSICAL SURVEY OF THE PROPERTY OF <b>HAMPTON REDEVELOPMENT &amp; HOUSING AUTHORITY</b>	
<b>PARCEL "A", "B" &amp; "D2"</b> PER PLAT ENTITLED <b>"PLAT SHOWING PROPERTY TO BE ACQUIRED FROM CITY OF HAMPTON SCHOOL BOARD, BRIARFIELD ROAD"</b> HAMPTON, VIRGINIA	
ADPA	<b>A.D. POTTS &amp; ASSOCIATES, INC.</b> 11524 JEFFERSON AVENUE NEWPORT NEWS, VIRGINIA 23601 PHONE: (757) 595-4610
	SCALE: 1"=40' DATE: 10/22/24

BRIARFIELD-RD-1644-HRHA.DWG  
JOB NO. 24-382

F.B. 1011 PG. 58  
HRHA/ADP

N or F  
HAMPTON SCHOOL BOARD  
DB 383 PG 300



## **Narrative Statement for Conditional Rezoning**

1644 Briarfield Road  
Hampton, Virginia 23661

Hampton Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("HRHA") owns the 1.19 acre property containing the approximately 7,969 square foot building located at 1644 Briarfield Road, Hampton, Virginia (the "Property"). A conditional rezoning for this Property was approved by City Council on January 13, 2000, which included nine (9) proffers. One of the proffers stated that the use of the property shall be limited to a Group Home II and or public/private educational or recreational uses. HRHA is applying for a conditional rezoning of the Property to modify the proffers to allow for broader community uses such as a group home, juvenile residence or shelter. The intent is to ensure the property continues to be available to serve vulnerable populations and to provide housing opportunities for people with special needs.

HRHA leased the Property to Hampton Newport News Community Services Board (the "Community Services Board"). The Community Services Board constructed the improvements on the Property in 2001 which included a 7,969 square foot building (the "Building"), and operated a twelve (12) unit custodial care group home. The lease executed between HRHA and Community Services Board was dated August 1, 2000 and recorded in the Office of the Clerk of the Circuit Court for the City of Hampton, Virginia in Deed Book 1339, page 772. The Community Services Board did not renew its lease in 2024 partially due to the Department of Justice Settlement with the Commonwealth of Virginia. The Settlement stated that individuals with intellectual and development disabilities should not be placed in a congregate setting of more than five individuals unless it is consistent with their needs. As such, the Community Services Board changed their model for housing their clients to comply with the settlement requirements. The new model utilizes smaller 4-unit facilities for clients who are unable to live independently. The Community Services Board explored alternative uses but ultimately decided not to renew the lease. Upon termination of the lease, the Property and Building reverted back to HRHA.

In an effort to facilitate the reuse of the Building for broader community uses, HRHA engaged Hudson + Associates Architects ("H+A") to perform a change of use study. H+A reviewed the Building and all applicable codes. H+A determined the necessary improvements and renovations to be completed to comply with the applicable building codes. Issues such as accessibility and fire code requirements were reviewed and addressed. The necessary repairs will be made prior to the commencement of operations.

The exterior of the Building will not be altered, but renovations will include the addition of interior items to make the Building compliant in order to accommodate a change in use. In addition to the living spaces, the building will contain office spaces, dining area, a kitchen, common area, laundry facility, and storage. There is no anticipated impact on adjacent properties or to any city services.

The Property will contain sufficient parking that will comply with all applicable codes. The parking lot will be sufficiently lit to provide a safe environment for residents and staff. In addition, the ingress and egress will be easily accessible from Briarfield Road.

The Hampton Community Plan, 2006 as amended, identifies Briarfield Road as a residential corridor with commercial nodes. The Building is located next to Bridgeport Academy and West Hampton Community Center with business/industrial uses behind it. The proposed uses are consistent with the following recommendations regarding housing, neighborhoods and special populations:

- Support housing opportunities for individuals and groups with special needs including seniors, youth, and persons with disabilities. (Housing & Neighborhoods Policy 25)
- Support housing that incorporates facilities and services to meet the health care, transit, or social service needs of households with special needs, including seniors and persons with disabilities. (Housing & Neighborhoods Policy 26)
- Support the provision of emergency shelter, transitional housing, and related services to address homelessness at both the local and regional levels. (Housing & Neighborhoods Policy 27)
- Encourage the location of housing opportunities for the elderly and persons with disabilities in corridors where public transportation is available. (Transportation Policy 38)
- Expand partnerships with private health and human services providers. (Community Facilities Policy 48)

## TITLE CERTIFICATION AND LIEN DISCLOSURE

PROPERTY ADDRESS: 1644 Briarfield Road Hampton, Virginia 23661

The undersigned Virginia licensed attorney, is the attorney for Hampton Redevelopment and Housing Authority (the "Owner") hereby certifies the following:

1. The real property which is the subject of this Title Certification and Lien Disclosure is that certain property commonly known as 1644 Briarfield Road in the City of Hampton, Virginia (RPC 1007646) and more particularly described and set forth as Exhibit A attached hereto (the "Property").

2. In my capacity as attorney for the Owner, I procured a title search and title insurance commitment number 5502398 for the Property from NexGen Title Agency, Inc. with an effective date of February 4, 2025, (the "Title Report").

3. Based solely on the Title Report, attached hereto as Exhibit B, as required by § 14-24 (5) of the City of Hampton Virginia, Zoning Ordinance, title to the Property is in the name of Hampton Redevelopment and Housing Authority.

4. Based solely on the special warranty deed attached hereto as Exhibit C, the Property was acquired from The City of Hampton, Virginia, a Municipal corporation, by deed dated August 9, 2000, and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 1339, Page 0741.

5. Based solely on the Title Report, there are as of the date of this certification no deed restrictions or covenants of record, title defects, or encumbrances affecting, or potentially affecting, any portion of the Property, other than typical utility easements and the following:

- a. Vacation Agreement dated July 25, 1979 and recorded August 8, 1979 in Deed Book 552, Page 135

6. Based solely on the on the Title Report, there are no deeds of trust or mortgages on the Property.

[Signature page to Title Certification and Lien Disclosure]

Date: February 5, 2025

KAUFMAN & CANOLES, P.C.

By: 

Name: Raymond H. Suttle, Jr.

VSB# 28902

Address: 11815 Fountain Way, Suite 400

Newport News, Virginia 23606

Telephone: (757) 873-8006



## EXHIBIT A

### Parcel A:

All that certain lot, piece or parcel of land, lying and situate in the City of Hampton, Virginia, containing 34,632 square feet, more or less, and being shown hatched and designated as "Parcel 'A'" on that certain plat entitled, "Plat Showing Property To Be Acquired From: City of Hampton School Board, Briarfield Road, City of Hampton, VA.", dated May 15, 1979 and signed by City Engineer - J. L. Womack, Jr, P. E; and recorded in the Clerk's Office of the City of Hampton in Deed Book 546 at page 596, reference to which said plat is here made.

### Parcel B:

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 14,498 square feet, more or less, and being shown and designated as "Parcel 'B'" on the abovementioned plat.

### Parcel D2:

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 510 square feet, more or less, and being designated as "Parcel 'D2'" on that certain plat entitled, "Plat Showing Property to Be Acquired From: City of Hampton School Board Briarfield Road", dated May 15, 1979, and signed by City Engineer - J. L. Womack, Jr., P. E.: and recorded in the Clerk's Office of the City of Hampton in Deed Book 552 at page 139, reference to which said plat is here made.



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: NexGen Title Agency, LLC  
 Issuing Office: 101 W. Main Street; Suite 102, Norfolk, VA 23510  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 5502398  
 Issuing Office File No.: 5502398  
 Property Address: 1644 Briarfield Road, Hampton, VA 23661  
 Revision No.: #3

**SCHEDULE A**

1. Commitment Date: February 4, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (07/01/2021)  
 Proposed Insured: City of Hampton, Virginia  
 Proposed Amount of Insurance: \$ 1,058,800.00  
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: [Hampton Redevelopment and Housing Authority.](#)
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

By: Deborah L. Matheny  
**Deborah L. Matheny, NexGen Title Agency, LLC**

NexGen Title Agency, LLC  
 101 W. Main Street; Suite 102  
 Norfolk, VA 23510  
 (757)350-4580

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION





**SCHEDULE B, PART I - Requirements**

Commitment No.: 5502398

File No. 5502398

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed in proper form from Hampton Redevelopment and Housing Authority to City of Hampton, Virginia
  - b. Recordation of Assignment of Lease by and between Hampton Redevelopment and Housing Authority and City of Hampton, Virginia
5. The exact nature and structure of the transaction to be insured must be disclosed to the Company. This Commitment is subject to such further requirements and/or exceptions the Company deems necessary following such disclosure. NOTE: This will not appear on final policy upon receipt of all requirements.
6. Run PACER report on current owners and buyers to determine if bankruptcy has been filed. If any party is in bankruptcy, the Company must receive a satisfactory, final and non-appealable Court order (a) authorizing the transaction to be insured, or (b) declaring the property exempt. In a Chapter 7 Bankruptcy, the trustee may give written notice that the real estate is abandoned. Additional requirements or exceptions may be made upon review. (After the 14 day appeal period has passed without appeal.) NOTE: This will not appear on final policy upon receipt of all requirements.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Payment of all outstanding water, sewer and utility charges to date of settlement.
9. Due to the conflict between federal laws and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
10. Receipt of a fully completed Owner/Seller Affidavit and GAP executed prior to the recordation of the instruments creating the estate or interest insured and must be returned with the final application for the policy(ies) and must show no exceptions. NOTE: Said affidavit must include bankruptcy, mechanics' liens, and parties in possession.
11. Receipt of new Survey acceptable to the Company or an existing survey and Survey Affidavit from the Seller as to no changes.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



(5502398.PFD/5502398/10)



**SCHEDULE B**  
(Continued)

Commitment No.: 5502398

File No. 5502398

12. REAL ESTATE TAX INFORMATION

The following is provided for informational purposes only and no liability is assumed by the Company for its accuracy. Approved Closing Attorney or Approved Closing Entity, must verify current tax status and certify said status with application for policy. NOTE: PLEASE CALL TREASURER TO VERIFY TAX INFORMATION PRIOR TO CLOSING.

Acct./GPIN/Map No.	1007646
Land	\$88,900
Building	\$969,900
Total	\$1,058,800
Annual	\$Tax Exempt

TAXES ARE EXEMPT THROUGH SECOND HALF OF THE FISCAL YEAR 2023/2024.

13. Provide the Company with satisfactory evidence that execution of the deed to City of Hampton, Virginia, a body corporate and politic, constituting a governmental instrumentality of the Commonwealth of Virginia is: a) in a form approved by the attorney for the locality, and b) has been accepted by the locality as evidenced by the signature of an authorized individual (s) on the face of the document or by a separate recorded instrument.
14. INTENTIONALLY DELETED.
15. No recorded deed of trust or mortgage on the subject property was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the above real estate intended by the mortgagee, lender or noteholder to be paid with closing proceeds.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



(5502398.PFD/5502398/10)

**SCHEDULE B**  
(Continued)

Commitment No.: 5502398

File No. 5502398

**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Easements or claims of easements not shown by the public records.
4. An encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would have been disclosed by an accurate and complete land title survey of the Land.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. Taxes and special assessments which are not shown as existing liens by the public records.
7. 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.
8. Any supplemental or special assessments on new construction not presently disclosed by the public records which may become due and owing on the insured premises.  
NOTE: Exceptions 1-8 will not appear on the final loan policy if all Requirements in Schedule B-I are satisfied.
9. Rights of tenants, if any, in possession under unrecorded leases.
10. The property insured herein is now listed as tax exempt. This policy is subject to all taxes which may be hereafter assessed against said property, including rollback taxes if applicable.
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. INTENTIONALLY DELETED

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(5502398.PFD/5502398/10)

**SCHEDULE B**  
(Continued)

Commitment No.: 5502398

File No. 5502398

14. [INTENTIONALLY DELETED](#)
15. Water Pipeline Easement granted to the City of Newport News, dated July 19, 2001 as [Instrument No. 010017250.](#)
16. Sanitary Sewer Agreement recorded January 11, 2001 in [Deed Book 1353, Page 1955.](#)
17. Vacation Agreement dated July 25, 1979 and recorded August 8, 1979 in [Deed Book 552, Page 135.](#)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



(5502398.PFD/5502398/10)





**EXHIBIT A**

Commitment No.: 5502398

File No. 5502398

**Parcel A:**

All that certain lot, piece or parcel of land, lying and situate in the City of Hampton, Virginia, containing 34,632 square feet, more or less, and being shown hatched and designated as "Parcel 'A'" on that certain plat entitled, "Plat Showing Property To Be Acquired From: City of Hampton School Board, Briarfield Road, City of Hampton, VA.", dated May 15, 1979 and signed by City Engineer – J. L. Womack, Jr, P.E; and recorded in the Clerk's Office of the City of Hampton in [Deed Book 546 at page 596](#), reference to which said plat is here made.

**Parcel B:**

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 14,498 square feet, more or less, and being shown and designated as "Parcel 'B'" on the abovementioned plat.

**Parcel D2:**

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 510 square feet, more or less, and being designated as "Parcel 'D2'" on that certain plat entitled, "Plat Showing Property to Be Acquired From: City of Hampton School Board Briarfield Road", dated May 15, 1979, and signed by City Engineer – J. L. Womack, Jr., P. E.: and recorded in the Clerk's Office of the City of Hampton in [Deed Book 552 at page 139](#), reference to which said plat is here made.

It being all the same property conveyed by deed dated August 9, 2000 from The City of Hampton, Virginia, a Municipal corporation, to Hampton Development and Housing Authority, a political subdivision of the Commonwealth of Virginia, recorded August 23, 2000 in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia as [Instrument No. 000013055](#).



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIDELITY NATIONAL TITLE INSURANCE 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, Fidelity National Title Insurance Company, 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 Amount of Insurance 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.

**Fidelity National Title Insurance Company**

By: Deborah L. Matheny  
**Deborah L. Matheny, NexGen Title Agency, LLC**

By: Michael J. Nolan  
**Michael J. Nolan  
President**

NexGen Title Agency, LLC  
101 W. Main Street; Suite 102  
Norfolk, VA 23510  
(757)350-4580

ATTEST: Marjorie Nemzura  
**Marjorie Nemzura  
Secretary**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(5502398.PFD/5502398/10)



**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 is not 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.
- c. The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



(5502398.PFD/5502398/10)

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION- INTENTIONALLY DELETED**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance 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.*

27C170B46

ALTA Commitment for Title Insurance (07-01-2021) w-VA Mod

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(5502398.PFD/5502398/10)

Box: McDERMOTT & ROE

013065

B1339P074①

Exempt from recordation tax and Grantor's tax pursuant to Virginia Code Section 58.1-811.

THIS DEED, made this 9th day of August, 2000, between THE CITY OF HAMPTON, VIRGINIA, a Municipal corporation, party of the first part (hereinafter referred to as "Grantor"), and HAMPTON REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, party of the second part (hereinafter referred to as "Grantee") whose address is 22 Lincoln Street, 5<sup>th</sup> Floor, Hampton, VA 23669.



WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee with **SPECIAL WARRANTY OF TITLE**, the following described property, to-wit:

**PARCEL A:**

All that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 34,632 square feet, more or less, and being shown hatched and designated as "Parcel 'A'" on that certain plat entitled, "Plat Showing Property To Be Acquired From: City of Hampton School Board, Briarfield Road, City of Hampton, Va.", dated May 15, 1979, and signed by City Engineer - J.L. Womack, Jr., P.E.; and recorded in the Clerk's Office of the City of Hampton in Deed Book 546 at page 596, reference to which said plat is here made.

**PARCEL B:**

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 16,498 square feet, more or less, and being shown shaded and designated as "Parcel 'B'" on the abovementioned plat.

**PARCEL D2:**

An easement for ingress and egress over that certain lot, piece or parcel of land, lying, being and situate in the City of Hampton, Virginia, containing 510 square feet, more or less, and being designated as "Parcel 'D2'" on that certain plat entitled, "Plat Showing Property to Be Acquired From: City of Hampton School Board Briarfield Road", dated May 15, 1979, and signed by City Engineer - J.L. Womack, Jr., P.E.; and recorded in the Clerk's Office of the City of Hampton in Deed Book 552 at page 139, reference to which said plat is here made.

Subject, however, to any covenants, restrictions, limitations and conditions of record affecting the abovedescribed property.

**FURTHER WITNESSETH:** That the said Grantor covenants that it has the right to convey the said land to the Grantee; that it has done no act to encumber the same that the Grantee



01339P0742

shall have quiet possession of the land, free from all encumbrances; and that it will execute such further assurances of the said land as may be requisite.

IN WITNESS WHEREOF, the City of Hampton, Virginia, has caused this Deed to be duly executed in its name and behalf by the Mayor of the City of Hampton, Virginia, and its seal to be hereunto duly affixed and attested by the Clerk of the City of Hampton, Virginia, they having been authorized so to do by ~~action~~ <sup>resolution</sup> adopted by the Council of the City of Hampton, Virginia, at a Council meeting held on the 9th day of August, 2000.

THE CITY OF HAMPTON, VIRGINIA

By Mamie E. Locke  
Mamie E. Locke, Mayor

ATTEST:

Diana T. Hughes  
Diana T. Hughes, Clerk

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

I, KATHERINE M. WERNER, a Notary Public in and for the City and Commonwealth aforesaid do hereby certify that Mamie E. Locke, Mayor, and Diana T. Hughes, Clerk, whose names are signed to the foregoing writing bearing date on the 15th day of August, 2000, have this day acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this 15th day of AUGUST, 2000.

My commission expires: AUGUST 31, 2002.

Katherine M. Werner  
Notary Public

claw\Sally\Deeds\City\Hous-PRJ IA-200

B1339P0743

JAMES P. BOHNAKER  
CLERK  
DO AUG 23 PM 2:53  
CITY OF HAMPTON, VA.

000	STATE TAX	\$	<i>Bohnaker</i>
200	CITY TAX	\$	<i>Bohnaker</i>
202	TRANSFER TAX	\$	<i>Bohnaker</i>
301	CLERKS FEE	\$	<i>1200.00 Bohnaker</i>
105	VSLF	\$	<i>1.00</i>
000	GRANTORS TAX	\$	<i>Bohnaker</i>
220	GRANTORS TAX	\$	<i>Bohnaker</i>
TOTAL		\$	<i>1202.00</i>

INSTRUMENT #000013055  
 RECORDED IN THE CLERK'S OFFICE OF  
 HAMPTON ON  
 AUGUST 23, 2000 AT 02:53PM  
 JAMES P. BOHNAKER, CLERK  
 BY: *James P. Bohnaker* (DC)