



Application for Rezoning

OFFICE USE ONLY
Date Received:

20 March 2023

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

Case Number: RZ 23-00001

1. PROPERTY INFORMATION

Address or Location 91 East Mercury Boulevard, Hampton, Virginia 23669

LRSN 8001553 Current Zoning District C-1 Proposed Zoning District C-1

Current Land Use Commercial Office Building

Proposed Land Use Commercial Daycare Building

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 Ego Ami LLC

Address 91 East Mercury Boulevard City Hampton State Va. Zip 23669

Phone _____ Email sasenuga@kingswaypt.com

3. APPLICANT INFORMATION (if different from owner)

Applicant's Name Hampton Roads Community Action Program Head Start

Address 2410 Wickham Avenue City Newport News State Va. Zip 23607

Phone 757-788-4067 Email shikee.franklin@hrcapinc.org

4. APPLICANT AGENT INFORMATION (if different from applicant)

Agent's Name N/A

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.

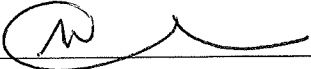
"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection.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

Signed by:

Name (printed) Oluwanishola Aseunuga, Its (title) Founder/Sole Mbr.

Signature  Date 03/14/2023

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) N/A

Signature _____ Date _____

Name (printed) _____

Signature _____ Date _____

OFFICE USE ONLY

Application Form

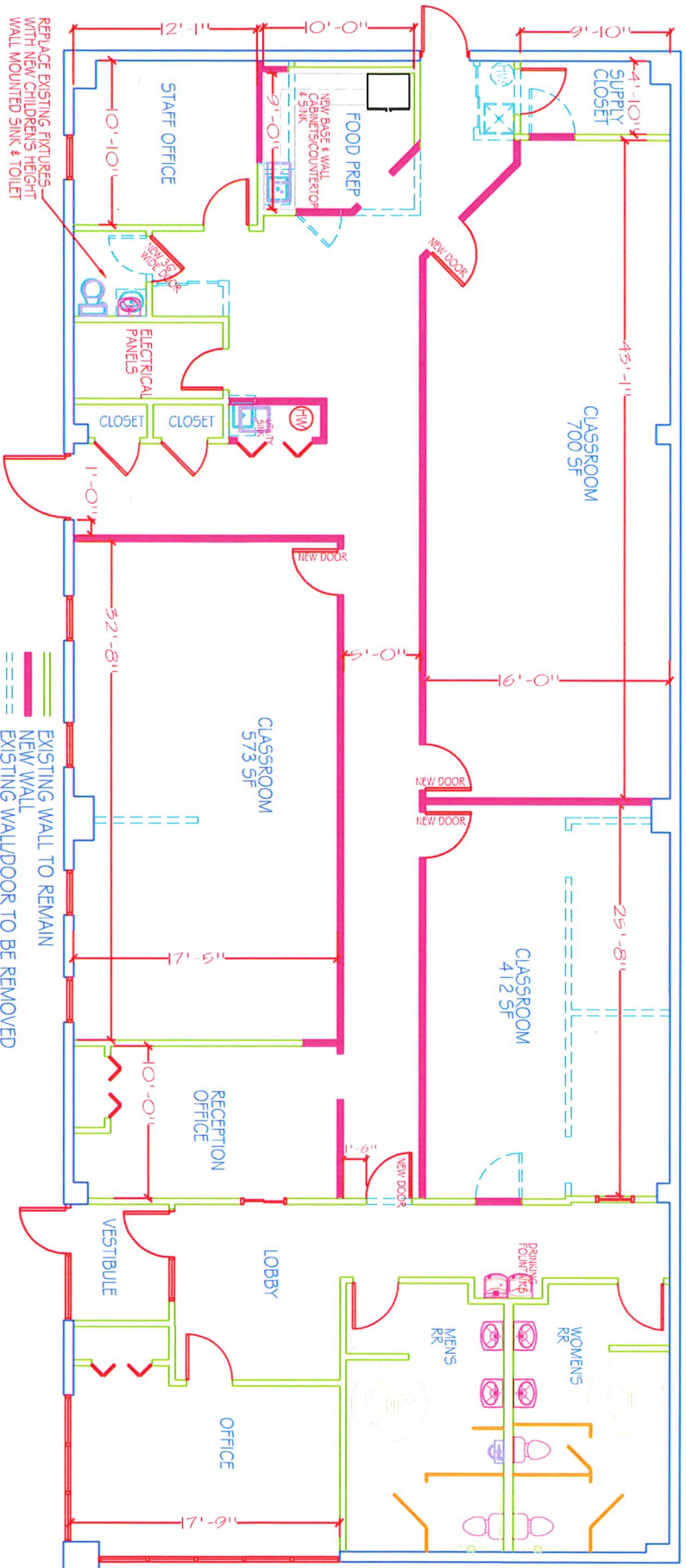
Narrative Statement

Proffer Statement

Application Fee

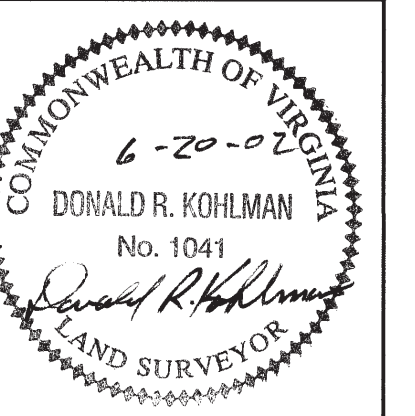
Survey Plat

Additional materials (if required)



91 E. MERCURY BOULEVARD
 HAMPTON, VA
 PROPOSED PLAN

4,000 SF
 SCALE: N.T.S. DATE: 3/14/23
 DRAWN BY: K.L. MONETTE 757.214.1345

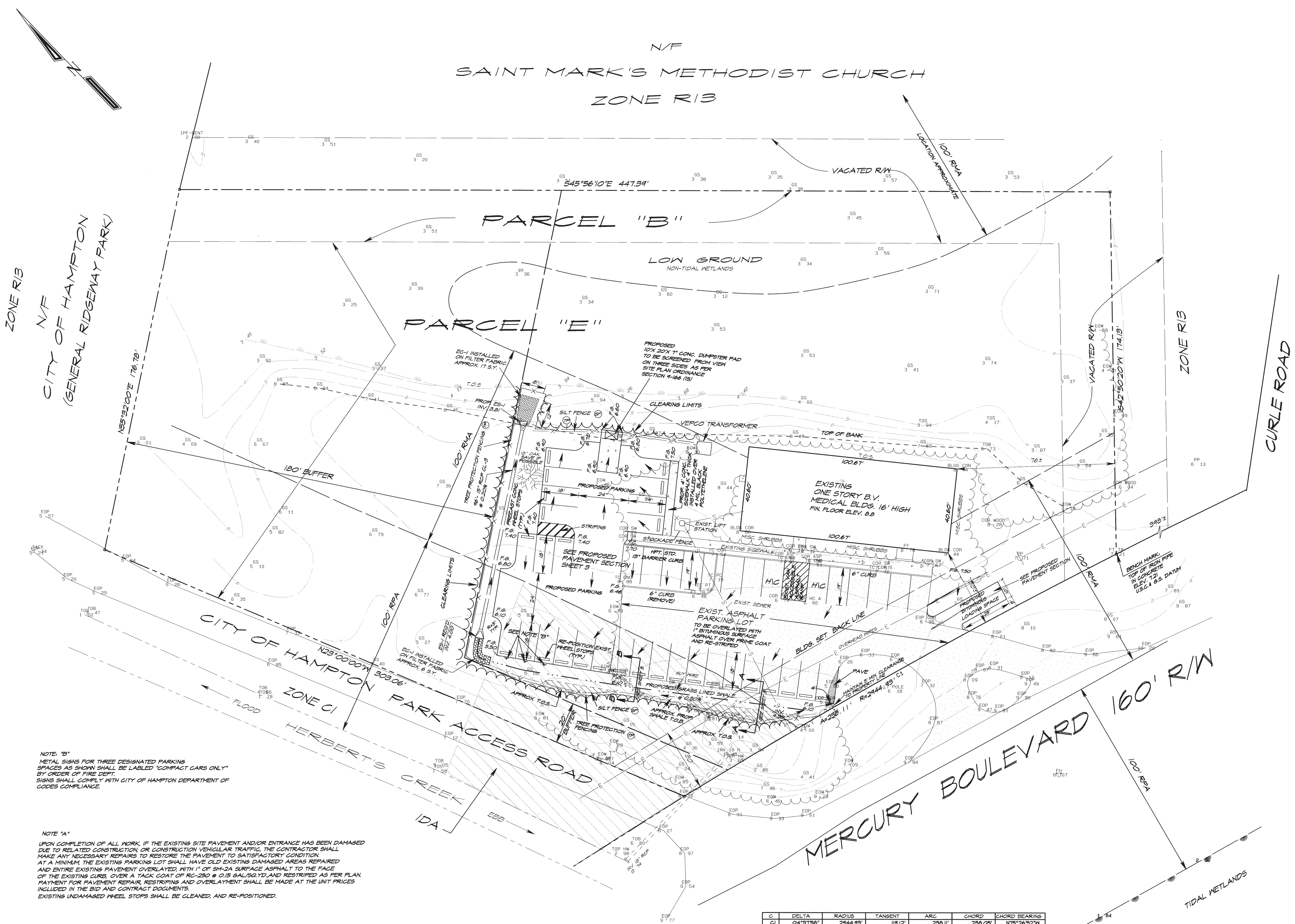


COENEN & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
 696 J. CLYDE MORRIS BLVD. - NEWPORT NEWS, VA. 23601 - (757) 546-4661

DATE: JUNE 5, 2002
 REVISIONS:
 JUNE 20, 2002

SITE AND EROSION AND SEDIMENT CONTROL PLAN
 PROPERTY OF
RIVERSIDE HEALTH CARE ASSOCIATES, INC.
 PARCELS "B" & "E"
 2.5091 ACRES
 CITY OF HAMPTON, VIRGINIA

SCALE: 1" = 20'
 CADD FILE: 29-6555P
 FIELD BOOK:
 2 OF 5



NOTE "B"
 METAL SIGNS FOR THREE DESIGNATED PARKING SPACES AS SHOWN SHALL BE LABELED "COMPACT CARS ONLY" BY ORDER OF FIRE DEPT. SIGNS SHALL COMPLY WITH CITY OF HAMPTON DEPARTMENT OF CODES COMPLIANCE.

NOTE "A"
 UPON COMPLETION OF ALL WORK, IF THE EXISTING SITE PAVEMENT AND/OR ENTRANCE HAS BEEN DAMAGED DUE TO RELATED CONSTRUCTION OR CONSTRUCTION VEHICULAR TRAFFIC, THE CONTRACTOR SHALL MAKE ANY NECESSARY REPAIRS TO RESTORE THE PAVEMENT TO SATISFACTORY CONDITION. AT A MINIMUM, THE EXISTING PARKING LOT SHALL HAVE OLD EXISTING DAMAGED AREAS REPAIRED AND ENTIRE EXISTING PAVEMENT OVERLAYERED WITH 1" OF SM-2A SURFACE ASPHALT TO THE FACE OF THE EXISTING CURB, OVER A TACK COAT OF RC-250 @ 0.15 GAL/SQ.YD. AND RESTRIPTED AS PER PLAN. PAYMENT FOR PAVEMENT REPAIR, RESTRIPTING AND OVERLAYMENT SHALL BE MADE AT THE UNIT PRICES INCLUDED IN THE BID AND CONTRACT DOCUMENTS. EXISTING UNDAMAGED WHEEL STOPS SHALL BE CLEANED, AND RE-POSITIONED.

C	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
C1	04°31'50"	2444.49'	119.12'	250.11'	250.05'	N75°26'52"W



Head Start/Early Head Start Program

610 Hampton Avenue, Newport News, Virginia 23607

Edith G. White
Chief Executive Officer
(757) 247-0379

Shikee H. Franklin
Head Start/Early Head Start Director
(757) 246-9170

Business Plan

Owner/Operator: Hampton Roads Community Action Program (HRCAP) Head Start

Location: 91 East Mercury Blvd., Hampton, VA

Population Served: Preschool students and their families. Approximately 18-20 four-year-olds, 16 three-year-olds, 8 infant/toddlers

Hours of Operation: Monday – Friday. Staff hours will be 7:30am – 6:30pm. Head Start/Early Head Start operational hours will 8:30am – 3:30pm. After school hours 3:30pm – 6:00pm.

Operational Overview: HRCAP Head Start proposes to provide high quality, comprehensive early childhood services to preschool children and their families. These services include school readiness, health, nutrition, mental health, dental services, parent engagement, services to children with disabilities, and supportive services to parents. Bus transportation will be provided to children in greatest need.

This center will be considered a birth to five early childhood center. The facility will include three classrooms, at least two offices, a nutrition preparation kitchen, a conference room, and an outdoor playground/gardening area. The center will be licensed by the Virginia Department of Education Division of Child Health and Safety.

This center will be staffed with four teachers and at least two teacher assistants. Additional support staff will include a Family Advocate, Bus Driver, and Food Service Worker. HRCAP Head Start Management will provide direct oversight of program operations and ensure compliance to local, state, and federal regulations.

The program will partner with community organization, such as the Hampton City Schools, Human Services, Virginia Peninsula Community College, Old Dominion University, and Smart Beginnings, to provide onsite training for parents and resources for children. Internship opportunities will be made available for students in the health, education, or human services field of study.

Head Start and Early Head Start services at this center will be provided to children and families at no cost to the families. HRCAP is the recipient of federal funding from the Department of Health and Human Services Office of Head Start. Child Care Subsidy will be accepted for families needing afterschool care.

The Hampton Roads Community Action Program Head Start Program is committed to providing ongoing comprehensive child development services to the children and families in Hampton, Newport News, Portsmouth, Norfolk and Chesapeake, VA, to include children with significant disabilities to achieve high level and to engage parents and community to garner parental and community support.



Head Start/Early Head Start Program

610 Hampton Avenue, Newport News, Virginia 23607

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Chief Executive Officer
(757) 247-0379

Shikee H. Franklin
Head Start/Early Head Start Director
(757) 246-9170

Proposed Day Care Use

Hampton Roads Community Action Program (HRCAP) Head Start is requesting **Day Care 1** zoning. HRCAP will serve a maximum of 44 students ages 0-5. Hours of operation for students will be Monday – Friday 8:30am – 6:00pm. Staff hours will be 7:30am – 6:30pm. HRCAP does not expect to serve students on Saturdays and Sunday. Staff development may take place on a Saturday between the hours of 8am – 5pm.

The Hampton Roads Community Action Program Head Start Program is committed to providing ongoing comprehensive child development services to the children and families in Hampton, Newport News, Portsmouth, Norfolk and Chesapeake, VA, to include children with significant disabilities to achieve high level and to engage parents and community to garner parental and community support.

TITLE CERTIFICATION AND LIEN DISCLOSURE

RZ23-00001, 91 E Mercury

91 East Mercury Boulevard, Hampton, VA 23669

Tax ID: 8001553

The undersigned Virginia licensed attorney is the attorney for Hampton Roads Community Action Program, Inc., the contract purchaser (the "Purchaser") of the property located at 91 East Mercury Boulevard in the City of Hampton, Virginia, as more particularly described and set forth on Exhibit A attached hereto (the "Property"). Purchaser is the applicant for a rezoning application RZ23-00001, 91 E Mercury. In my capacity as attorney for the Purchaser, I procured a title search and title insurance commitment for the Property from BridgeTrust Title Group with an effective date of March 20, 2023, a copy of which is attached hereto (the "Title Report"). Based solely on the Title Report, as required by Section 14-24(5) of the Hampton Zoning Ordinance, I hereby certify as follows:

1. Title to the Property is in the name of: EGO AMI, LLC, a Virginia limited liability company (the "Owner").
2. The Property was acquired by the Owner by instruments of record in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, as follows:
 - Deed from Riverside Healthcare Association, Inc. dated May 12, 2015, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 150006522; and
 - Deed from Riverside Healthcare Association, Inc. dated May 12, 2015, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 150006523.
3. The following are all of the deeds of trust/liens on the Property:
 - Deed of Trust dated June 1, 2015, from EGO AMI, LLC, to TBVAT, LLC, Trustee(s) for TowneBank, securing \$320,400.00, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia June 2, 2015, as Instrument Number 150006524.
 - Assignment of Rents from EGO AMI, LLC to TowneBank, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 150006525

Date: May 9, 2023

Signature:



Elizabeth L. White, Attorney at Law

Sands Anderson PC

4801 Courthouse Street, Suite 203

Williamsburg, Virginia 23188

Telephone: (757)250-7272

EXHIBIT A

Legal Description

PARCEL ONE:

ALL THAT certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, containing 2.26 acres, as shown on that certain plat entitled "Plat of the Property of J. C. Phillips, Parcel 'E', 2.26 acres, Hampton, Virginia" made by Coenen & Associates, Engineers, dated July 8, 1965, and revised August 6, 1965, print of which is attached to deed from Jefferson C. Phillips, et ux, to Tri City Corporation, Inc., dated July 1, 1965. and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia, in Deed Book 368, page 661.

PARCEL TWO:

ALL THAT certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, known and designated as "Parcel B" as shown on that certain plat entitled, "Plat of Property to be Vacated to Adjoining Land Owners, Parcel 'A' & Parcel 'B', City of Hampton, Virginia", said Plat being dated November 26, 1971, and made by C. K. Tudor, Engineers, a copy of which is attached to that certain vacation agreement dated November 22, 1972, duly recorded in the aforesaid Clerk's Office in Deed Book 458, page 162.

IT BEING property conveyed to EGO AML, LLC by deed from Riverside Healthcare Association, Inc. dated May 12, 2015, and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 150006522.

PARCEL THREE:

ALL THOSE certain pieces or parcels of land situate, lying and being in the City of Hampton, Virginia shown and designated as "PARCEL 'A' R/WTO BE VACATED SUBJECT TO EASEMENT FOR ALL UTILITIES 0.1555 AC (6775 s.f." on that certain plat entitled "R/WTO BE VACATED BY CITY OF HAMPTON SUBJECT TO EASEMENT FOR ALL EXISTING UTILITIES PARCEL 'A' 0.555 AC CONVENIENT CARE PROPERTIES, INC. HAMPTON, VIRGINIA" made by C. K. Tudor Engineers, Inc., dated August 5, 1986 and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 798, page 627.

IT BEING property conveyed to EGO AML, LLC by deed from Riverside Healthcare Association, Inc. dated May 12, 2015 and recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 150006523.

For Informational Purposes Only:

Property Address: 91 East Mercury Boulevard, Hampton, VA 23669

Tax ID: 8001553

Transaction Identification Data for reference only:

Issuing Agent: BridgeTrust Title Group
Issuing Office: One Columbus Center, Suite 200, Virginia Beach, VA 23462
Issuing Office's ALTA Registry ID: 0046502
Loan ID Number:
Commitment Number: VAC001596
Property Address: 91 East Mercury Boulevard, Hampton, VA 23669
Issue Date: April 13, 2023 at 2:20 pm

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Commitment Date: **March 20, 2023, 08:00 am**

2. Policy to be issued:
 - (a) **2006 ALTA Owner Policy**

Proposed Insured: **Hampton Roads Community Action Program, Inc.**
Proposed Policy Amount: **\$575,000.00**

 - (b) **2006 ALTA Loan Policy**

Proposed Insured: **To Be Determined, and/or its successors and/or assigns as their respective interests may appear**

Proposed Policy Amount: **\$10,000.00**

3. The estate or interest in the Land described or referred to in this Commitment and to be insured is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

EGO AMI, LLC, a Virginia limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Countersigned:
BridgeTrust Title Group
One Columbus Center, Suite 200
Virginia Beach, VA 23462
Phone: 757-671-7413 ~ Fax: 800-526-3329



By _____
Authorized Signatory

(With Virginia modifications)

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

This page is only a part of a 2016 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.

EXHIBIT "A"

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PARCEL TWO:

ALL THAT certain lot, piece or parcel of land situate, lying and being in the City of Hampton, Virginia, known and designated as "Parcel B" as shown on that certain plat entitled, "Plat of Property to be Vacated to Adjoining Land Owners, Parcel 'A' & Parcel 'B', City of Hampton, Virginia", said Plat being dated November 26, 1971, and made by C. K. Tudor, Engineers, a copy of which is attached to that certain vacation agreement dated November 22, 1972, duly recorded in the aforesaid Clerk's Office in Deed Book 458, page 162.

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For Informational Purposes Only:

Property Address: 91 East Mercury Boulevard, Hampton, VA 23669

Tax ID: 8001553

(With Virginia modifications)

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

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COMMITMENT FOR TITLE INSURANCE**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

- a. 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.
- b. Pay the agreed amount for the estate or interest to be insured.
- c. Pay the premiums, fees, and charges for the Policy to the Company.
- d. 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.
 - i. **Proper Deed of Bargain and Sale from EGO AMI, LLC, a Virginia limited liability company, vesting fee simple title to the aforescribed property in Hampton Roads Community Action Program, Inc..**
 - ii. **Proper Deed of Trust from Hampton Roads Community Action Program, Inc., to the Trustees for .**
- e. **Pay all taxes, charges, assessments, levied and assessed against subject premises the Land, which are due and payable, and any deferred taxes.**
- f. **Receipt of Owner's Affidavit and Agreement.**
- g. **Provide the following information as it relates to EGO AML, LLC:**
 - a. **Provide appropriate Certificate(s) from the state in which the LLC is organized evidencing the valid formation and continued existence of the LLC under applicable state laws;**
 - b. **Provide copies of the Articles of Organization (and any amendments thereto) and the Operating Agreement (and any amendments thereto), certified as true and correct copies by the Managing Member of the LLC, for review by the Company.**
 - c. **Provide a Resolution executed by all members of the aforesaid LLC in a form satisfactory to the Company authorizing the transaction to be insured hereunder and acknowledging that the members executing the Resolution are the sole members of the LLC.**
 - d. **Provide satisfactory evidence that all other requirements, if any, under applicable state law or pursuant to the terms of the Operating Agreement, as amended, or any other agreement between the members, have been satisfied.**

(With Virginia modifications)

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

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- h. The Company must be furnished the following as it relates to Hampton Roads Community Action Program, Inc.:**
- a. Certificate of Good Standing in its State of Incorporation and the Commonwealth of Virginia;**
 - b. Corporate Resolution authorizing the transaction contemplated in this commitment; and**
 - c. proper corporate authorization for any signatory executing the documents required herein.**
- i. Cancellation and Release of record from the lien of the Deed of Trust dated June 1, 2015, from EGO AMI, LLC, to TBVAT, LLC, Trustee(s) for TowneBank, securing \$320,400.00, as recorded June 2, 2015 as Instrument Number 150006524.**
- j. Proper Release of record of the Assignment of Rents from EGO AMI, LLC to TowneBank recorded as Instrument Number 150006525.**

REAL ESTATE TAX INFORMATION

RPC No. 8001553

Land Assessment:	\$253,000.00
Building Assessment:	\$249,900.00
Total Assessment:	\$502,900.00

Annual Tax:	\$5,905.90
Semi-Annual Tax:	\$2,952.95

Annual Stormwater:	\$1,169.64
Semi-Annual Stormwater:	\$584.82

Paid thru the First Half of the Fiscal Year 2022-2023.

NOTE: ALL TAX INFORMATION MUST BE INDEPENDENTLY VERIFIED. The tax information provided herein is provided for information purposes only, and is not to be construed as a guarantee or reliance. This company is not responsible or liable for any actual, direct or consequential damages in the event the tax information provided herein is found to be incorrect.

Notice: Please be aware that due to the conflict between federal 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.

****END OF SCHEDULE B, PART I****

(With Virginia modifications)

*Adopted 08-01-206
Technical Corrections 04-02-2018*

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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, including 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.

1. **Real Estate taxes and stormwater fees accruing from the beginning of the second half of the fiscal year 2022-2023, and subsequent semi-annual payments, not yet due and payable.**
2. **Terms, conditions, agreements, easements and reservations contained in Vacation Agreement recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Deed Book 458 at page 162.**
3. **Terms, conditions, agreements, easements and reservations contained in Vacation Agreement recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Deed Book 798 at page 623.**
4. **Proffer Agreement recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia as Instrument Number 140011988.**
5. **Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land. The coverage afforded by Covered Risk 2(c) of the final title policy is hereby deleted.**
6. **Rights or claims of parties in possession as tenants under unrecorded leases, if any.**

****END OF SCHEDULE B, PART II****

(With Virginia modifications)

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

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**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 EXTRACTIONAL 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 Florida 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 six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

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- (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;
 - (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.
 - (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**

(With Virginia modifications)

Adopted 08-01-2016
Technical Corrections 04-02-2018

This page is only a part of a 2016 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.

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- (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 .
- (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.

(With Virginia modifications)

*Adopted 08-01-2016
Technical Corrections 04-02-2018*

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QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 12th day of May, 2015, by and between **RIVERSIDE HEALTHCARE ASSOCIATION, INC.**, a Virginia corporation, hereinafter referred to "Grantor", and **EGO AML, LLC**, a Virginia limited liability company, hereinafter referred to as "Grantee", whose address is 91 E. Mercury Blvd., Hampton, VA 23669.

WITNESSETH:

That for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor hereby quitclaims to Grantee, without warranty, any and all right, title and interest of Grantor in and to the following described property located in the City of Hampton, Virginia, to-wit:

All those certain pieces or parcels of land situate lying and being in the City of Hampton, Virginia shown and designated as "PARCEL 'A' R/W TO BE VACATED SUBJECT TO EASEMENT FOR ALL UTILITIES 0.1555 AC (6775 s.f.)" on that certain plat entitled "R/W TO BE VACATED BY CITY OF HAMPTON SUBJECT TO EASEMENT FOR ALL EXISTING UTILITIES PARCEL 'A' 0.555 AC CONVENIENT CARE PROPERTIES, INC. HAMPTON, VIRGINIA" made by C. K. Tudor Engineers, Inc., dated August 5, 1986 and recorded in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia in Deed Book 798, page 627.

Portion of RPC No. 8001553
Property Address: Portion of 91 E. Mercury Blvd.
Hampton, VA
Prepared by:
Timothy A. Trant, Esq. (VSB #48845)
Kaufman & Canoles, P.C.
11815 Fountain Way, Suite 400
Newport News, VA 23606
Title Insurer: Chicago Title Insurance Co.

Return to:
J. Robert Harris, III, Esq.
34 West Queen's Way
Hampton, VA 23669

(2) DMA
2 of 4

WITNESS the following signature and seal:

RIVERSIDE HEALTHCARE ASSOCIATION, INC., a Virginia non-stock corporation

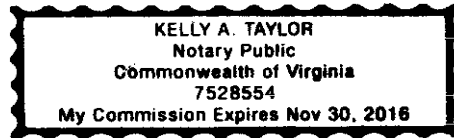
By: [Signature]
Name: William Austin Jr
Title: CFO

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Newport News

The foregoing instrument was acknowledged before me this the 12th day of May, 2015, by W. William Austin Jr who is personally known to me, or who produced _____ as identification, as CFO of Riverside Healthcare Association, Inc., a Virginia non-stock corporation, on its behalf.

[Signature]
Notary Public

My commission expires: November 30, 2016
My registration number is: 7528554
[Affix Notarial Stamp]



INSTRUMENT #150006523
RECORDED IN THE CLERK'S OFFICE OF
HAMPTON ON
JUNE 2, 2015 AT 03:37PM
LINDA B. SMITH, CLERK
RECORDED BY: MJB