

County of Hanover

Board Meeting: May 28, 2014

Subject: Request for Conditional Use Permit Extension – CUP-2-12, EMAC, L.L.C. and Northlake Land Investments, L.L.C. (**Ashland Magisterial District**)

Summary of Agenda Item: EMAC, LLC and Northlake Land Investments, L.L.C. request an extension of CUP-2-12 for two Destination Commerce Signs located on GPINs 7788-68-2980 (owned by EMAC, L.L.C.) and 7789-51-4882 (owned by Northlake Land Investments, L.L.C.). The Conditional Use Permit was approved by the Board of Supervisors on July 25, 2012, and one extension was granted on July 24, 2013. Because Condition #3 of the Conditional Use Permit requires that construction of the destination commerce signs cannot commence until construction of the outlets site is underway, the owners are waiting on the developer of the outlet center to begin their site plan process. To date no site plan for the proposed outlet shopping center has been submitted for review and approval.

The signs are intended to serve an area totaling in excess of 100 acres which is planned and zoned for destination commerce use. The primary anchor of the development is a proposed outlet center which will accommodate 350,000 square feet of retail use. The outlet developer, Craig Realty, has entered into a lease agreement with Northlake for the construction, maintenance, and leasing of the northern sign located on GPIN 7789-51-4882. To staff's knowledge, no such agreements exist between EMAC, L.L.C. and Craig Realty. On May 20, 2014 EMAC, L.L.C. submitted a letter outlining EMAC's attempted negotiations with Craig Realty and the proposed structure of a ground lease, a copy of the draft lease document, and a draft term sheet for placing messages on the sign if it were to remain on EMAC property.

Because the signs are located on separate parcels, the Board may approve one of the requests and deny the other request.

**County
Administrator's
Recommended
Board Motion:**

Approval of the extension of Conditional Use Permit, CUP-2-12, until July 31, 2019, for the sign located on 7789-51-4882, Northlake Land Investments, L.L.C. Due to the lack of an agreement between EMAC, L.L.C. and Craig Realty, and due to the retail outlet being the primary retail establishment within the Northlake project, staff recommends Denial the CUP extension for the sign located on GPIN 7788-68-2980 and owned by EMAC, L.L.C.

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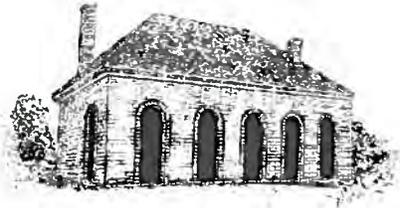
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MEMORANDUM

PLANNING DEPARTMENT

DAVID P. MALONEY, AICP
DIRECTOR OF PLANNING

JOHN A. BENDER
DEPUTY DIRECTOR OF PLANNING

J. KEITH THOMPSON
PRINCIPAL PLANNER

LEE W. GARMAN, AICP
PRINCIPAL PLANNER

MARY B. PENNOCK
PRINCIPAL PLANNER

P. O. Box 470
HANOVER, VIRGINIA 23069

PHONE 804-365-6171
FAX 804-365-6232

To: Hanover County Board of Supervisors

From: David P. Maloney, AICP
Director of Planning

Date: May 21, 2014

Subject: Request for Conditional Use Permit Extension – CUP-2-12, EMAC, L.L.C. and Northlake Land Investments, L.L.C. (Ashland Magisterial District)

Request

EMAC, LLC and Northlake Land Investments, LLC request an extension of CUP-2-12, the conditional use permit (CUP) issued for two Destination Commerce Signs located on GPINs 7788-68-2980 (owned by EMAC, LLC) and 7789-51-4882 (owned by Northlake Land Investments, LLC). CUP-2-12 was approved by the Board of Supervisors on July 25, 2012. Condition #3 of the Conditional Use Permit requires that construction of the destination commerce signs cannot commence until construction of the outlets site is underway. The developer of the outlet center has not yet submitted an application for site plan approval. As such, neither EMAC nor Northlake are able to submit the necessary site plans and building permits for their respective signs. The Zoning Ordinance provides that a conditional use permit will expire automatically if substantial construction or use has not begun within one year of approval. When a request for site plan approval was not submitted within one year of approval, a request for an extension was filed in 2013; that request was granted by the Board of Supervisors on July 24, 2013 until July 31, 2014.

EMAC, LLC and Northlake Land Investments have submitted requests for extensions of CUP-2-12 as it applies to their respective properties. The requested extension is for a period of five years for GPIN 7789-51-4882 (owned by Northlake Land Investments, LLC) and one year for GPIN 7788-68-2980 (owned by EMAC, LLC).

Background

In May 2012, Dominion Land & Development Corporation and Northlake Land Investments, LLC submitted an application for a Conditional Use Permit (CUP) to construct two destination commerce signs on GPINs 7788-69-2400 (currently identified as GPIN 7789-51-4882) (“the EMAC property”) and 7789-51-4882 (the “Northlake” property). As part of the application, Northlake submitted a letter of intent between Craig Realty Group (prospective purchaser of the EMAC property, and hereafter referred to as Craig) and EMAC (seller) for the sale of the EMAC property. The letter of intent included a description of the property, purchase price, and other terms of sale, and it was signed by both parties. Subsequent to approval of CUP-2-12, the sale was never finalized; therefore, ownership of GPIN 7788-69-2400 remains with EMAC. The property with GPIN 7789-51-4882 (“the Northlake property”) has been owned by Northlake Land Investments, LLC since the time the applicant for CUP-2-12 was submitted

Because the zoning approval was for the properties involved and not the applicants, CUP-2-12 applies to properties that are owned by two different property owners, Northlake and EMAC.

Analysis

In the overwhelming majority of zoning cases, the properties involved are owned or controlled by a single entity. In this instance, the zoning approval involves two entities due to the lack of common ownership of the parcels involved. Further complicating this situation is that one of the conditions of approval of CUP-2-12 is that the timing of the construction of the signs has been tied to the development of a retail outlet center that will not be located on either the EMAC or Northlake properties and will, in fact, be constructed by a third party, Craig. When CUP-2-12 was submitted, the applicant indicated that title to GPIN 7789-51-4882 would be transferred from EMAC to Craig per the terms of the letter of agreement, and that Craig would negotiate for control of the property currently owned by Northlake. When the original extension request for CUP-2-12 was submitted and approved by the Board of Supervisors in July, 2013, the applicant did not indicate that the sale of the EMAC and Northlake properties to Craig had not yet occurred.

In the Fall of 2013, a meeting was held with EMAC representatives, and it was at this meeting that staff was made aware that the transfer had not taken place. As the July 2014 expiration date of the CUP has been approaching, both parties have discussed with the Planning Department staff possible paths forward given the unusual circumstances involved. Staff has had on-going meetings and conversations with representatives of EMAC and Northlake. By way of e-mail to both EMAC and Northlake dated April 15, 2014, staff indicated it would be in the best interest of both parties to enter into appropriate arrangements with Craig and the other businesses within the defined destination commerce boundaries which would allow Craig and those other businesses to construct and/or place messages on the signs as contemplated with the approval of the CUP.

The requested information was submitted by Northlake on May 16 in accordance with the deadlines specified in the April 15 email from Planning. The information submitted by Northlake includes the following:

- Applications for Conditional Use Permit Extension from both Northlake and Craig for GPIN 7789-51-4882 (the Northlake property)
 - A term sheet for advertising on the subject sign which highlights location, market data, and lease rates
 - A draft advertising agreement
 - A map of the designated Destination Commerce project area
 - Architectural and schematic details of the Destination Commerce sign structure and CUP boundary
 - An executed Deed of Easement between Northlake and Craig for the construction and on-going maintenance of the sign by Craig
- A plat of the easement area

On May 20, 2014 EMAC submitted the following documentation as well:

- a letter dated May 20, 2014 outlining EMAC's attempted negotiations with Craig Realty and the proposed structure of a ground lease
- a copy of the draft lease document
- a draft term sheet for placing messages on the sign if it were to remain on EMAC property.

The documents submitted by EMAC are drafts, and they have not been executed by EMAC, Craig, or any other property owner within the project limits. Since the conditions of approval for CUP-2-12 (a copy of which are attached) clearly specify that construction and use of the signs is closely tied to the construction and opening of the outlet center, it is important for both Northlake and EMAC to demonstrate that they have reached appropriate agreements with Craig for use of the sign by the outlet center and its tenants. Staff questions the ability of either EMAC or Northlake, in the absence of appropriate agreements and leases with Craig, to be able to substantially comply with the approved conditions. Furthermore, staff is unaware of any other instance in which the obligations attached to one property owner through a zoning request are specifically tied to the actions of another owner that is not directly involved with the request.

As Northlake has indicated that it has reached an agreement in principle with Craig and is likely to be able to satisfy the conditions of approval with respect to the sign proposed for the Northlake property, staff recommends that CUP-2-12 be extended as it relates to the Northlake property.

As EMAC has not provided documentation showing that it has reached an agreement with Craig, staff questions EMAC's ability to satisfy the conditions of approval. Since the ability of EMAC to satisfy one of the approved conditions is in question, staff recommends that the requested extension of CUP-2-12 as it applies to the EMAC property be denied.

If the Board adopts staff's recommendation, the CUP would remain valid on the Northlake property beyond July 31, 2014 and would expire on the EMAC property on July 31, 2014.

Recommendation

Staff recommends **APPROVAL** of the request to extend CUP-2-12 on GPIN 7789-51-4882, Northlake Land Investments LLC for a four year period ending July 31, 2018. Staff recommends **DENIAL** of the request to extend CUP-2-12 on GPIN 7788-68-2980, EMAC, LLC. Staff's recommendation is based upon the reasons stated herein.

BOARD OF SUPERVISORS

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MECHANICSVILLE DISTRICT

SEAN M. DAVIS
HENRY DISTRICT

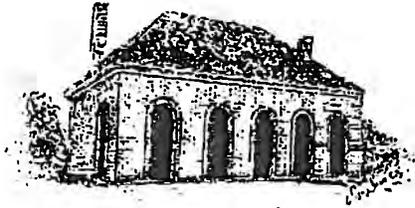
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July 25, 2012

PLANNING DEPARTMENT

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P. O. BOX 470
HANOVER, VIRGINIA 23069

PHONE 804-365-6171
FAX: 804-365-6232

Dominion Land & Development Corporation
Attention: Gibson M. Wright
1503 Santa Rosa Road – Suite 103
Richmond, VA 23229

RE: Approval of CUP-2-12, Dominion Land & Development Corporation and Northlake Lake Investments

Dear Mr. Wright:

At their meeting of July 25, 2012, the Hanover County Board of Supervisors, on a motion by Mr. Via, seconded by Mr. Hazzard, voted to **APPROVE** the above-captioned request for a Conditional Use Permit to permit two (2) freestanding destination commerce signs on GPIN 7788-69-2400 (Location 1) and GPIN 7789-51-4882 (Location 2), consisting of 19.68 acres (the area of the Conditional Use Permit will be limited to 0.50 acres), zoned M-2(c), Light Industrial District with conditions, subject to the following conditions:

1. The two subject destination commerce signs shall be designed, located and constructed in substantial conformity with the sketch plans and elevations set titled, "Proposed LED Signage for Northlake Subdivision," prepared by StudioProgetti, and Craig Realty Group received by the Planning Department on June 7, 2012.
2. A master sketch plan of the destination commerce development shall be submitted for review and approval prior to site plan approval for either sign location, which shows all parcels included in this destination commerce development, the total acreage and the proposed.
3. Construction of either of the two destination commerce signs shall not begin prior to issuance of building permits for the construction of the "outlets" site within the Northlake Subdivision development.
4. Use of either destination commerce sign for advertisement of the "outlets" may commence only after approval of the first framing inspection of the "outlets" structures by the Building Inspection Department.

BOARD OF SUPERVISORS

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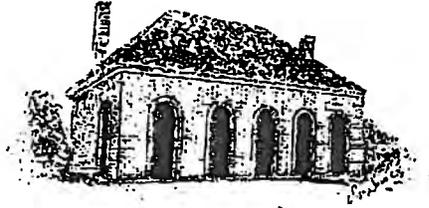
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July 25, 2012

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2. A master sketch plan of the destination commerce development shall be submitted for review and approval prior to site plan approval for either sign location, which shows all parcels included in this destination commerce development, the total acreage and the proposed.
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4. Use of either destination commerce sign for advertisement of the "outlets" may commence only after approval of the first framing inspection of the "outlets" structures by the Building Inspection Department.

EMAC, L.L.C.

CUP Extension Application

Hanover County Planning Department Application

Request for a Special Exception/ Conditional Use Permit Extension

Case #: CUP- 2-12

Please type or print in **black ink**.

APPLICANT INFORMATION

Owner/Applicant: EMAC, L.L.C.

Contact Name: Ed McGeorge

Address: 11525 Sun Shade Lane
Ashland , VA 23005

Telephone No. 550-7323

Fax No. _____

Email Address _____

PROPERTY INFORMATION/ EXPLANATION

GPIN(s)(Tax Parcel #'s) 7788-69-2400 (part of)

Magisterial District Ashland

Location Description (Street Address, if applicable) On west side of I-95 near Lewistown Road intersection.

Briefly explain why an extension is necessary:

Condition #3 of the Conditional Use Permit CUP 2-12 approved by the County Board of Supervisors on July 25, 2012 requires that construction of the destination commerce sign cannot begin until building permits for the outlet site have been issued. The Conditional Use Permit approval has been extended by the Board of Supervisors until July 30, 2014. An extension of the Conditional Use Permit is being requested because the outlet center developer has not applied for building permits for construction and it is unlikely building permits will be issued before July 30, 2014, the expiration date of the Conditional Use Permit. This extension request is for the destination commerce sign to be constructed on parcel 7788-69-2400 owned by EMAC, L.L.C..

SIGNATURE OF APPLICANT

As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I authorize County representatives entry onto the property for purposes of reviewing this request.

Signature _____

Print Name EDWARD L McGEORGE

Date 2-27-2014

ATTACHMENTS

- a. **Extension Fee** - Special Exception \$20.00
Conditional Use Permit \$700.00
- b. For applications for mobile homes needed in a medical hardship case, provide an **updated note from a medical doctor** verifying that for health reasons a person must be located in close proximity to others who can provide care.
- c. Other information needed to support your request

RECEIVED

FEB 28 2014

HANOVER COUNTY
PLANNING OFFICE



McKINNEY
COMPANY

**LETTER OF
TRANSMITTAL**

February 28, 2014

PROJECT NUMBER:

13884-07

RE:

CUP Extension

TRANSMITTED TO:

HANOVER COUNTY PLANNING DEPARTMENT
ATTN: Gretchen Biernot
P. O. Box 470
Hanover, VA 23069
TELEPHONE:

TRANSMITTED BY:

McKINNEY AND COMPANY
Mark S. Georgallis
100 South Railroad Avenue Ashland, VA 23005
TELEPHONE: (804) 798-1451
FACSIMILE: Corporate (804) 798-4948

TRANSMITTED:

For Your Use

DELIVERED VIA:

HAND DELIVERY

ITEM #	QUANTITY	DATE	DESCRIPTION / TITLE
1.	1	2-27-2014	Form for CUP Extension
2.	2	2-27-2014	Fee check

COMMENTS / REMARKS:

Attached is a request to extend the Condition Use Permit 12-2 for an additional year. This is being requested by Ed McGeorge for the proposed destination commerce sign on his property.

cc:

OF COPIES NOTES:

FILE



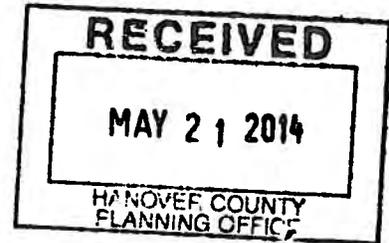
[Handwritten Signature]
SIGNATURE

2.28.14
DATE SIGNED



May 20, 2014

Mr. David Maloney
Director
Hanover County Planning Department
7516 County Complex Road
Post Office Box 470
Hanover, Virginia 23069-0470



RE: EMAC, L.L.C.; CUP-2-12 Renewal

Dear Mr. Maloney:

At our April 24, 2014 meeting, I emphasized that my client, EMAC, L.L.C. ("McGeorge") is committed to ensuring that the Destination Commerce Sign on its Property will be available on a first-come-first-serve basis to all owners and tenants within the Destination Commerce Development, including the tenants in the Outlets at Richmond. I also assured you that McGeorge, in a spirit of cooperation, would reach out to Craig Realty and urge a meeting to discuss and finalize any agreements necessary to ensure that all landowners and their tenants are treated fairly as it relates to the sign on the McGeorge Property as well as the sign that Craig Realty controls. To that end, I indicated that while McGeorge would prefer to own and operate the sign on its Property, McGeorge is also willing to enter into a commercially reasonable ground lease that allows Craig Realty to control the sign on the McGeorge Property.

As you know, that same day I emailed Mr. Steve Craig (with a copy to you) asking that representatives of Craig Realty and McGeorge meet to discuss, develop, and execute any necessary agreements to ensure that all relevant parties are treated fairly and to maximize the benefit of the signs to all the Destination Commerce landowners and their tenants. I also emphasized that McGeorge was flexible in its approach, and among other things, McGeorge would be willing to enter into a ground lease with Craig Realty. Since then, I have repeatedly reached out to Craig Realty, but to date, Craig Realty has not yet agreed to a meeting. In fact, Craig Realty has recently indicated that it is not interested in any type of ground lease, despite the strategic and optimal location of the sign on the McGeorge Property. And although Craig Realty's general counsel responded to my email and indicated that Craig Realty would get back with me, Craig Realty, without advising me, instead filed a new sign CUP on property to the South. I would note that the location of the sign proposed by Craig Realty would not be as

E-mail: william.shewmake@leclairryan.com
Direct Phone: 804.783.7595
Direct Fax: 804.783.2294

951 East Byrd Street, Eighth Floor
Richmond, Virginia 23219
Phone: 804.783.2003 \ Fax: 804.783.2294

visible from the interstate as the sign on the McGeorge Property, and in fact would be located part way up the interstate exit ramp.

After learning of Craig Realty's CUP request, I have continued to request a meeting, but to date, have been unable to secure one. Through its attorney, Craig Realty has indicated that Craig Realty believes that McGeorge should lose its right to the sign on its Property and that Craig Realty should simply be granted the sign instead. This is true even though when McGeorge recently decided to expand its facility and operation, it oriented the expansion to accommodate the Destination Commerce sign. While McGeorge is disappointed in Craig Realty's position, McGeorge remains committed to making sure that the sign on its Property is erected and operated consistent with the CUP, and that all landowners and tenants in the Destination Commerce Development are treated fairly. I also want to emphasize that if Craig Realty changes its position and decides to work with McGeorge in operating the sign on the McGeorge Property or entering into agreements in connection with the Destination Commerce signs, McGeorge remains committed to working with Craig Realty.

Because you anticipate that the Board of Supervisors will take up McGeorge's renewal request at the May 28, 2014 meeting, you have asked that McGeorge provide information concerning how it would operate the Destination Commerce sign on its Property. Accordingly, McGeorge would operate the sign on its Property as follows:

1. Under the CUP, McGeorge cannot build the sign until the Outlets Center is under construction. As soon as that condition is satisfied, McGeorge will have the sign constructed;
2. The illustration depicting the sign that was submitted to the County as part of the CUP reflects that the name "Outlets at Richmond" will be placed at the top of the sign. McGeorge will include "Outlets at Richmond" on the sign consistent with that illustration **at no charge** to Craig Realty;
3. The sign will be operated consistent with the CUP and applicable County ordinances;
4. The LED spots will be made available to all Destination Commerce landowners and their tenants on a first-come, first-serve basis;
5. McGeorge will deal with all Destination Commerce landowners and their tenants on a fair and equal basis;
6. Ads will generally run on 4- or 5-week cycles;

7. Ad rates will be consistent with typical industry rates. McGeorge expects that the rates will be \$2,100 to \$2,500 a month. I would note that tenants are almost certainly better served and will enjoy greater options if the two Destination Commerce signs have different owners;
8. Advertisements would run for 10 seconds each and there would be a maximum of six advertisers on any one sign at any given time;
9. Because the sign is located on the McGeorge Property, McGeorge does not need any additional easements or maintenance agreements to construct, operate or maintain the sign;
10. Enclosed is a sample of an Advertising Agreement;
11. To date, Craig Realty has indicated that it does not want to enter into any type of ground lease with McGeorge. Craig Realty instead believes that McGeorge should lose all rights to the sign and the sign should instead be placed next to McGeorge Property on property that Craig Realty controls. However, if Craig Realty changes its position, McGeorge is still willing to provide Craig Realty with a ground lease. Such a lease would obviously require the parties to meet and agree upon commercially reasonable terms.¹ However, I have enclosed a draft ground lease that could serve as a basis for an agreement. The lease would include any necessary access, utility, and other easements necessary to construct, operate, and maintain the sign.

In closing, McGeorge stands ready, willing, and able to construct the sign as soon as it is allowed to do so under the CUP. As you know, the McGeorge Rolling Hills RV is a major part of the Destination Commerce Development. With McGeorge's multi-million dollar expansion and 30+ acres, McGeorge has a very vested and vital interest in working with all concerned to promote the success of the Destination Commerce Development, including the Outlet Center.

If there are any other documents or assurances you need or recommendations you may have, please let me know so that McGeorge can address, provide, and incorporate them.²

Please do not hesitate to contact me if you have any questions or require additional information.

¹ As part of its CUP application, Craig Realty did not submit a ground lease setting forth any terms. It instead submitted an easement.

² McGeorge is willing to agree to additional conditions but you have indicated that the County cannot accept additional conditions in connection with a renewal.

Mr. David Maloney
May 20, 2014
Page 4

Very truly yours,



William H. Shewmake

WHS/clh
Enclosures
cc w/encl:

The Honorable G. E. "Ed" Via
Mr. Ed McNamara
Vernon E. Inge, Jr., Esq.
Dennis Walter, Esq.

13157384.1

EMAC, L.L.C.

Customer Name _____

Advertiser _____

Street Address _____

Cust A/C # _____ Nat'l/Local _____

Mailing Address _____

Term _____ Service Date _____

City _____ State _____ Zip _____

Contact Person _____

Phone _____ Fax _____

Campaign _____

Total Camp. Invest. _____

Email _____

Digital Bulletins

Company # _____

Investment Per
Billing Period _____

Market _____

Market Code _____

Local AE _____

Alt. AE _____ PO # _____

Design _____

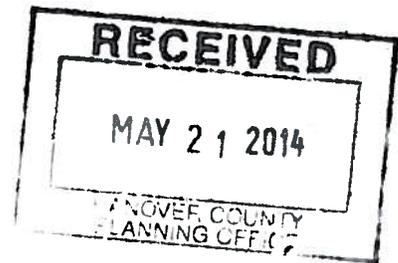
Imprint _____

Guaranteed Spots Per Day _____

No. of Displays _____

Panel	Market	Location	Size	Slots	Service Dates	# Billing Periods	Invest Per Billing Period

The Remainder Of This Page Left Blank Intentionally



Initials _____

3. Upon completion and installation of initial posting or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the Initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the Invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each Invoice will cover the billing period following commencement of posting or date of Installation; or following the circumstances described in paragraph 1 above regarding default. All prorated Invoices and credits will be computed on the basis of a four week billing period.
4. If EMAC is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event EMAC is unable to deliver any portion of the service required in this contract, including illumination or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of EMAC for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended.
5. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of EMAC, and unless same is promptly paid, EMAC may, at its option, discontinue without notice the advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or Agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay EMAC all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
6. This contract, all pages, constitutes the entire agreement between EMAC and Advertiser. EMAC shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by EMAC of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
7. If one or more of the digital boards is acquired by eminent domain or governmental taking, this Agreement will terminate as to such digital boards taken as of the date of the taking. This Agreement shall continue in full force and effect as to the remaining digital boards. Further, EMAC may terminate this Agreement upon written notice to Advertiser if any governmental agency or entity requires cessation of use of any of the digital boards or any of the advertising thereon because of any alleged non-compliance with applicable law or ordinance. If EMAC terminated pursuant to this provision, there will be an appropriate adjustment made to the amount to be paid by Advertiser.
8. Advertisers cannot recover consequential damages and in no event shall EMAC's liability exceed the cost of the Advertising.

II. Bulletin Conditions

1. EMAC reserves the right to determine, in its discretion, if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed and its discretion, refuse to accept the copy and design.
2. Further, EMAC reserves the right to reject or withdraw any copy, either before or after posting.
3. Net cash payment is required thirty (30) days after the date of billing.
4. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week advertising space billing will be given.
5. All contracts are non-cancelable by Advertiser.
6. Production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Production charges are computed on a square foot basis.
7. Approved artwork and posting instruction shall be furnished by the Advertiser thirty (30) days prior to scheduled display date.
8. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display.

III. Digital Conditions

1. EMAC reserves the right to determine if copy and design are in good taste and within the moral standards of the Individual communities In which it is to be displayed.
2. EMAC reserves the right to reject or withdraw any copy, either before or after posting and upon 48 hours' notice unless otherwise allowed or provided in this Contract.
3. Net cash payment is required thirty (30) days after the date of billing.
4. All contracts are non-cancelable by Advertiser.
5. EMAC will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, EMAC is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due pursuant to paragraph 4 above, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If EMAC has provided 92.5% or greater of available spots, then no credit will be due.
6. Digital Art files should be supplied by the advertiser to EMAC within a reasonable amount of time before post date to allow network administrator to approve artwork and post.

7. Advertiser shall not sublet, resell, transfer, donate or assign any advertising spots without the prior written consent of EMAC.

Special Considerations: _____

Special Provisions: _____

SURETY AGREEMENT

In consideration of EMAC entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of EMAC for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation, Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, EMAC would not be willing to enter this contract with Advertiser.

Date: _____

Surety (signature above)

Print Name: _____

Address: _____

GROUND LEASE

BETWEEN

EMAC, L.L.C.

AS LANDLORD

AND

CRAIG REALTY GROUP -- RICHMOND, LLC

AS TENANT

GROUND LEASE

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GROUND LEASE

THIS GROUND LEASE ("Lease") dated as of the _____ day of _____, 2014, by and between **EMAC, L.L.C.**, a Virginia limited liability company, (the "Landlord") and **CRAIG REALTY GROUP -- RICHMOND, LLC**, a California limited liability company ("Tenant").

W I T N E S S E T H:

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

Section 1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, a portion of a parcel of land containing approximately ___ acres (the "Sign Area") located on a parcel on which the McGeorge Rolling Hills RV ("McGeorge Property") is located in the Northlake Development, in Hanover County, Virginia; TOGETHER WITH: (a) a non-exclusive easement over the McGeorge Property in the area designated as "Easement Area" for the purposes of installing, operating and maintain an LED sign (the "Sign") consistent with Hanover CUP-2-12, upon, over, through and across the driveways, accessways and sidewalks located from time to time on and in the Easement Area; (b) a non-exclusive easement over the parking areas located from time to time on the Easement Area for automobile parking for the purpose of erecting, maintaining and operating the Sign; (c) a non-exclusive easement upon, over, under and through the McGeorge Property for the installation, use, maintenance, repair and replacement of underground utility lines, conduits and facilities to serve the Sign, together with the right to tie into and connect to existing utility lines, conduits and facilities located on the McGeorge Property in order to serve the Sign Area and the improvements constructed thereon, provided the location of such lines, conduits and facilities shall be subject to the reasonable approval of Landlord; (d) a non-exclusive easement over and across the McGeorge Property for the purposes of passing and discharging storm and surface waters thereon from the Sign Area as it may be improved from time to time; and (e) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Sign Area, (all the foregoing Sign Area and easements being hereinafter referred to as the "Demised Premises" unless otherwise noted).

Section 2. Term:

(a) The term of this Lease shall commence on _____ (the "Commencement Date"). Landlord and Tenant hereby acknowledge and agree that Landlord shall deliver full and exclusive possession of the Demised Premises to Tenant on the Commencement Date, in "as is" and "where is" condition as exists on the Commencement Date. As provided in Section 3 below, rent shall commence to accrue on the date which is the earlier of 90 days from the Commencement Date or the Initial Operation of the Sign ("Rent Commencement Date"). Landlord and Tenant agree that, following the occurrence of the Rent Commencement Date, each will, upon written request of the other, execute a Commencement Date Certificate (in such form as set forth in Exhibit "H" attached hereto and incorporated herein

by this reference) pursuant to which both parties confirm the Commencement Date, Rent Commencement Date, and the date on which the initial term of this Lease shall, unless sooner terminated, expire.

(b) The initial term of this Lease shall be for the period beginning on the Commencement Date and terminating on the last day of the month that is the two hundred fortieth (240th) full month after the Rent Commencement Date, unless sooner terminated or extended as herein provided. Provided that Tenant shall not be in default under this Lease beyond any applicable cure period, Tenant shall have the right, at its option, to extend the term of this Lease for four (4) additional, consecutive periods of five (5) years each (each an "extension period"), at the rent and upon all of the other terms, conditions, covenants and provisions set forth herein; provided, however, that Tenant may only extend the term of this Lease by giving Landlord written notice of such extension on or prior to a date which is twelve (12) months before the expiration of the initial term of this Lease or the then current extension period, as the case may be. The expression "term of this Lease" as hereinafter used shall mean and refer to the initial term of this Lease and any extensions thereof, as the context may permit or require. If the Rent Commencement Date occurs on the first (1st) day of a month, such month shall be deemed the first (1st) full month after the Rent Commencement Date.

Section 3. Rent:

(a) Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction, except as expressly provided herein, and without previous demand therefor, basic rent at the rate hereinafter set forth on and from the Rent Commencement Date and thereafter throughout the term of this Lease. All basic rent shall be payable by Tenant in advance in monthly installments on the first (1st) day of each and every calendar month during the term of this Lease commencing on the Rent Commencement Date. The monthly basic rent during the term of this Lease, as the same may be extended pursuant to the terms of Section 2(b) above, shall be as follows:

<u>Lease Years During Initial Term</u>	<u>Monthly Basic Rent</u>
Years 1-5 ¹	
Years 6-10	
Years 11-15	
Years 16-20	
<u>Lease Years During Exercised Extension Periods</u>	
Years 21-25	
Years 26-30	
Years 31-35	
Years 36-40	

¹ Includes any partial month at the beginning of the Term

The period commencing with the Rent Commencement Date and ending twelve (12) full calendar months thereafter shall constitute the first "Lease Year" as such term is used herein. Each successive period of twelve (12) months during the initial term, or any extension period term, shall constitute a "Lease Year". If the Rent Commencement Date occurs on a day other than the first day of a month, the Rent Commencement Date, for purposes of determining the first (1st) Lease Year only, shall be deemed the first (1st) day of the first (1st) full calendar month following the Rent Commencement Date.

(b) If the Rent Commencement Date occurs on a day other than the first day of a month, or if the last day of the term of this Lease is other than the last day of a month, the rent due hereunder for the first and/or last month, as the case may be, shall be prorated on a daily basis.

(c) Landlord shall maintain, or cause to be maintained, all driveways, curb-cuts, entrances, sidewalks, and parking lots located in or on the McGeorge Property needed to access the Easement Area, and Tenant shall pay to Landlord during the Term of this Lease any amount.

(d) As used herein, the term "rent" shall be deemed to include the basic rent and the additional rent, if any, payable by Tenant to Landlord hereunder, and all payments required to be made by Tenant to Landlord hereunder. Tenant shall also pay to Landlord all sales and use taxes, and any similar taxes now or hereafter imposed by the Commonwealth of Virginia or any political subdivision thereof on the rent payable by Tenant pursuant to the terms of this Lease.

Section 4. Place of Payment: All amounts payable under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord set forth in Section 33 below, or at such other place as Landlord may from time to time designate by written notice to Tenant, in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment.

Section 5. Rent to be Net to Landlord: It is the intention of the parties hereto that the rent payable hereunder shall be, except as expressly provided herein, net to Landlord so that this Lease shall yield, net to Landlord, the basic rent specified herein during the term of this Lease, as such basic rent may be adjusted as provided in Section 3; provided, however, Tenant shall not pay any leasing commissions or brokerage fees incurred in connection herewith, and such costs, if any, shall be paid by Landlord as provided in Section 30 hereof.

Section 6. Use of Premises:

The Demised Premises may only be used for the purpose of operating and maintaining the Sign Area. The Demised Premises may not be used for any other purpose without the Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Tenant acknowledges that its use of the Demised Premises shall be subject to any restrictive declaration, covenant, and encumbrance of record and expressly acknowledges it is subject to the Northlake Property Association. Notwithstanding that the Demised Premises includes an easement to permit parking in the Easement Area, all parking requirements imposed

by any zoning or other laws based upon the use of the Demised Premises shall be fully satisfied by parking spaces located on the Land. Landlord and Tenant acknowledge and agree that nothing contained in this Lease shall obligate Tenant to operate continuously for business at the Demised Premises, and the failure of Tenant to operate continuously for business at the Demised Premises shall not be an event of default hereunder. Provided, however, if Tenant fails to maintain the Sign in an attractive and good working order after thirty (30) days' notice to Tenant by Landlord, Landlord may repair the Sign and Tenant will reimburse Landlord for any expenses in connection with Landlord's maintenance or repair of the Sign. Further, if Tenant fails to operate the Sign for a period of six (6) consecutive months, Landlord may terminate this Lease and take possession of the Sign.

Section 7. Taxes and Utility Expenses:

(a) For purposes hereof, the term "Real Estate Taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against real estate and other taxes arising out of the use and/or occupancy of real estate imposed by any taxing authority having jurisdiction over the Sign Area, but not franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord.

(b) Landlord and Tenant agree that Tenant shall pay to Landlord its share of such total bill for Real Estate Taxes attributable to the Sign Area. In the event that Real Estate Taxes are not separately assessed for the Demised Premises and Landlord fails to timely pay the Real Estate Taxes for the McGeorge Property to the appropriate governing authority, Tenant may, at its option, pay said Real Estate Taxes for the McGeorge Property, together with any and all penalties and interest, and said amount shall be offset against the Tenant's installments of monthly basic rent until Tenant is reimbursed in full.

(c) Landlord shall provide evidence of payment of Real Estate Taxes and a reconciliation of the amounts paid by Tenant against the amount of Tenant's pro rata share of the actual taxes paid for each calendar year within ninety (90) days after the end of each calendar year. In the event that Tenant has made an overpayment the amount of the overpayment shall be applied against future estimated payments except that Landlord shall refund the amount of any overpayment made by Tenant occurring at the end of the term of this Lease. If the amount of estimated payments made by Tenant is less than the amount of its pro rata share of the actual Real Estate Taxes due, Tenant shall pay the amount of the shortfall within thirty (30) days after receipt of a written request from Landlord.

(d) With respect to Real Estate Taxes which are not recurring, Tenant will pay (i) such taxes directly to the taxing authority prior to delinquency (if the Demised Premises are separately assessed), or (ii) its share of such taxes (if the Demised Premises are not separately assessed) to Landlord within twenty (20) days of receipt of a copy of a paid tax bill from Landlord.

(e) In no event shall Tenant be required to pay any late fees or the past due charges unless such charges are due to Tenant's failure to pay its pro rata portion of the tax bill in a timely manner as provided herein.

(f) In the event that any tax bill is payable in installments, Tenant shall be permitted to pay its pro rata share in installments without regard to whether Landlord so elects to pay the same in installments.

(g) In the event that any special assessments are made with respect to the Sign Area and the McGeorge Property, Landlord and Tenant shall cooperate with one another in good faith to determine whether such assessments are assessed generally on the Sign Area and the McGeorge Property or whether such special assessments are due solely to development on the Sign Area or the McGeorge Property, as the case may be. In the event that any such special assessment arises due solely to the development of the Sign Area or the McGeorge Property, as the case may be, then either Landlord or Tenant, as the case may be, shall pay such special assessment in full without contribution from the other party. In the event that such special assessment affects the Land and the Adjoining Property as a whole, Tenant shall pay its pro rata share in the manner that Tenant shall pay or would pay yearly ad valorem taxes as provided herein if the Land is not separately assessed. Landlord acknowledges and agrees that any standby fees, taxes or assessments by any taxing authority for any period prior to the Rent Commencement Date which may become due shall be paid in full by Landlord.

(h) Tenant or its designees shall have the right to contest or review all such Real Estate Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing), however, if the Land is not taxed as a separate parcel, Tenant's right to contest the taxes shall be subject to Landlord's prior right to do so. Notwithstanding the foregoing, Tenant shall promptly pay all such taxes if at any time the Land or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability arising out of the non-payment thereof.

The legal proceedings referred to above in this Section 7(h) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied to be due and payable on any such contested Taxes.

(i) Landlord covenants and agrees that if Landlord shall receive any refunds or rebates for the taxes paid as set forth in this Section, Landlord shall, after deducting an amount equal to the actual, third-party expenses incurred in obtaining such refunds or rebates, refund to Tenant, the portion of said taxes paid by Tenant. Tenant will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate.

(j) Nothing contained in this Lease shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, gross receipts, excise or profit taxes that are or may be imposed upon or assessed against Landlord, its heirs, successors or assigns.

(k) During the term of this Lease, Tenant shall also pay and discharge punctually, as and when the same shall become due and payable, all sewer rents and all charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services furnished to the Land and improvements thereon or the occupants thereof during the term of this Lease.

Section 8. Conditions to Tenant's Obligations:

(a) Tenant's obligations under this Lease are subject to and contingent upon the following (the "Initial Conditions"): (i) Tenant's receipt, review and approval of a title insurance commitment to insure Tenant's leasehold interest in and access to the Demised Premises. Tenant shall have sixty (60) days after the complete execution and delivery of this Lease (the "Review Period") to either satisfy or waive the Initial Condition, or to give notice to Landlord that the Demised Premises are not satisfactory for the use and purposes intended by Tenant. Upon the giving of such notice, this Lease shall terminate and be of no further force or effect and neither Landlord nor Tenant shall have any further rights or obligations hereunder. If Tenant fails to give such notice prior to the expiration of the Review Period, then the Initial Conditions shall be deemed to have been waived by Tenant.

(b) Additionally, the obligations of Tenant under this Lease (other than the indemnification obligations) shall also be expressly subject to and conditioned upon (i) the receipt by Tenant of an ALTA survey of the Demised Premises (the "Survey"); (ii) Tenant's inspection, examination, survey and other necessary engineering and planning activities and investigations for development of the Sign Area, including the performance of soil tests, borings, percolation tests and tests to obtain other information necessary to determine surface, subsurface and topographic conditions (the "Tests"), (iii) determination by Tenant, in its sole judgment, that the results from the Tests permit the Tenant's planned construction, renovation and/or development activities, and (iv) the receipt by Tenant of all necessary permits or other governmental authorizations (the "Permits") necessary for the development and use of the Sign Area and Demised Premises by Tenant for signage or other Permits necessary in connection with Tenant's intended development of the Sign Area. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any claims or damages and attorneys' fees incurred by Tenant as a result of persons or firms entering the Land on Tenant's behalf pursuant to the privilege granted under this Section 8(b). The indemnification set forth in this paragraph shall specifically survive the termination of the Lease. In the event the foregoing conditions of this subparagraph (b) have not been satisfied or otherwise waived in writing on or before _____ (the "Permit Date") and provided that Tenant has commenced such Tests and applied for such Permits and is diligently pursuing receipt of the same, Tenant shall have the option, upon written notice to Landlord, to (A) extend the Permit Date for a period not to exceed sixty (60) days to allow for the satisfaction of such conditions, or (B) terminate this Lease prior to the Permit Date. In the event Tenant elects to extend the Permit Date pursuant to option (A) hereof, and, upon the expiration of such additional sixty (60) day period, the aforesaid conditions have not been satisfied or waived in writing by Tenant, Tenant, upon written notice to Landlord, may exercise its option under (B) above. Notwithstanding the foregoing to the contrary, if Tenant commences construction of improvements on the Land prior to the date that otherwise would have been the "Permit Date" the date on which such construction commences shall be the "Permit Date."

Notwithstanding any provision herein to the contrary, it is understood and agreed that prior to that date which is six (6) months prior to the Commencement Date (with such period commencing on that date which is six (6) months prior to the Commencement Date and ending on the day prior to the Commencement Date being referred to herein as the "Inspection Period"), Tenant shall not have the privilege of going upon the Land for any reason; and during the Inspection Period, Tenant may only go upon the Land with Landlord during the Current Occupant's reasonable business hours. Unless consented to by the Current Occupant, Tenant may not perform the Tests, or any work necessary for the production of the Survey, prior to or during the Inspection Period. In the event Current Occupant consents to the performance of the Tests, Tenant hereby agrees to indemnify and hold Landlord and Current Occupant harmless from and against any claims or damages and attorneys' fees incurred by Landlord or Current Occupant as a result of persons or firms entering the Land on Tenant's behalf. The indemnification set forth in this paragraph shall specifically survive the termination of the Lease.

Section 9. Improvements, Repairs, Additions, Replacements:

(a) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Sign Area, at any time and from time to time, a Sign consistent and in compliance with Hanover CUP-2-12 to be operated as a Designation Commerce sign and related structures as Tenant shall from time to time reasonably determine are necessary for conducting the business of Tenant or any subtenant on the Demised Premises, provided that the same shall be in compliance with any and all then applicable laws, building codes, and ordinances, as well as any restrictions and requirements burdening the Sign Area (the "Building Restrictions"), and provided that the plans for the same shall be approved in writing by Landlord, which approval by Landlord shall not be unreasonably withheld, conditioned or delayed. For purposes hereof, it shall not be deemed unreasonable for Landlord to withhold consent to Tenant's plans, if such plans, in Landlord's reasonable judgment, are not architecturally compatible with other improvements in the McGeorge Property or materially alters the improvements associated with the RV dealership on the McGeorge Property. Landlord agrees to respond to any request for approval of plans (including detailed comments for any items disapproved) within thirty (30) days after submission by Tenant, and if Landlord fails to respond to any such request within such time period, such plans shall be deemed to be approved provided that no plans shall be deemed to be approved to the extent that they are in violation of any of the provisions of Section 9(c). No approval shall be required for the construction by Tenant of the Sign Area plans for which have been approved by Landlord. Tenant shall submit its initial plans and specifications to Landlord for review and approval on or before _____.

(b) Unless expressly provided herein, Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease. Tenant shall at its own cost and expense maintain, repair, and replace, as necessary, the Sign and other improvements constructed or existing in or on the Sign Area in a first class condition, shall maintain all landscaping in a neat and well trimmed condition, and shall replace plant materials which are diseased or dead, and shall keep the Land free of trash and other debris.

(c) Tenant may, from time to time during the term of this Lease and its sole cost and expense, demolish or make such alterations, changes, replacements, improvements and additions in and to the Sign Area or other structures on or in the Sign Area in such manner and as often as Tenant may deem beneficial with respect to the development and use of the Land, provided that the same shall be approved by Landlord as set forth above in Section 9(a), be in compliance with all then applicable building codes and ordinances, as well as any Building Restrictions, and provided further that Tenant agrees to the following restrictions:

- (i) no more than one Sign may be constructed in the Sign Area;
- (ii) the Sign shall comply with Hanover CUP-2-12; and
- (iii) the Sign shall not affect driveways or parking areas outside of the Sign Area.

(d) Until the expiration or sooner termination of this Lease, title to any Sign or improvements situate or erected on the Sign Area by Tenant, the Sign equipment and other items installed therein and thereon by Tenant, and any alteration, change or addition thereto made by Tenant shall remain solely in Tenant; and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax returns for any such Sign equipment and/or other items, improvements, additions, changes or alterations. Upon the expiration or sooner termination of the term of this Lease, title to any Sign or improvements situate or erected on the Sign Area by Tenant shall vest in and become the full and absolute property of Landlord, subject to Section 9(e) below. Notwithstanding any provision herein to the contrary, this paragraph (d) shall not apply to any Sign equipment and/or other items, improvements, additions, changes or alterations erected, constructed or installed by Landlord or existing on the Commencement Date.

(e) Upon the expiration or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises and the Sign and improvements then located thereon; provided, however, (i) Tenant shall have the right to demolish any Sign or improvements on the Land erected by Tenant at its sole cost prior to the expiration of the Term provided Tenant removes the debris from the Land and causes the Land to be delivered to Landlord in a neat and clean condition, and (ii) if any Sign is left by Tenant or the Sign Area at the end of the Term.

Section 10. Requirements of Public Authority:

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting the improvements constructed on the Demised Premises by Tenant, or Tenant's use and occupation of the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 10. The foregoing covenant

of Tenant shall not impose any liability for the presence of Hazardous Materials on the Demised Premises beyond the express liability of Tenant set forth in Section 31 hereof.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or Landlord (as legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and if compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, directive, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

Section 11. Covenant Against Liens: If any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or the interest of Landlord in and to any portion of the Demised Premises arising out of any construction work conducted by or on behalf of Tenant or any subtenant, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Notice is hereby given that all such liens shall relate and attach only to the interest of Tenant in the Demised Premises.

Section 12. Access to Demised Premises: Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Sign Area at all reasonable times after reasonable notice (except in emergency situations, in which case no prior notice shall be required) to Tenant to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the latter case only during the last twelve (12) months of the term of this Lease.

Section 13. Assignment and Subletting:

(a) Notwithstanding anything to the contrary expressed or implied in this Lease, Tenant shall have the right to assign this Lease or sublet the Demised Premises, with Landlord's consent, such consent not to be unreasonably withheld.

(b) Upon any such assignment of this Lease or subletting of all or any part of the Demised Premises, Tenant shall be and remain fully responsible for all obligations under this Lease except as otherwise set forth in Section 21(b)(5) and Section 22 of this Lease. Any such assignment or subletting shall be subject to the terms of this Lease, and any such assignment shall be subject to the receipt by Landlord of a written assumption of the obligations of Tenant hereunder by the assignee, in a form reasonably satisfactory to Landlord.

Section 14. Indemnity:

Tenant shall indemnify and save Landlord harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises and the McGeorge Property resulting from any act or omission of Tenant, Tenant's officers, agents, servants, employees or contractors and any act or omission of any subtenant or other occupant of the Demised Premises, and such subtenants or other occupant's officers, agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter or claim, except as may result from the acts set forth in paragraph (b) of this Section 14.

Section 15. Insurance: (a) Tenant shall provide at its expense, and keep in force during the term of this Lease, commercial liability insurance in a good and solvent insurance company or companies licensed to do business in the state in which the Land is located selected by Tenant and which company has a Best's rating of A-/VIII, or better, and reasonably satisfactory to the holder of any Leasehold Mortgage (as hereinafter defined) placed by Tenant on the Demised Premises having a combined single limit in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Landlord and Tenant shall, at the request of Landlord, which request may not be made more than once in each five year period of the term of this Lease, agree in good faith on increases in the amounts of insurance required hereunder. Such policy or policies shall include Landlord and each such Leasehold Mortgagee (as hereinafter defined) as additional insureds. Tenant agrees to deliver certificates of such insurance to Landlord on or before the Permit Date and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance may not be canceled without thirty (30) days' written notice to Landlord and to each Leasehold Mortgagee.

(b) During the term of this Lease, Tenant or its subtenant (if any) shall keep any Sign and improvements on the Sign Area at any time insured for the benefit of Tenant and any Leasehold Mortgagee, as their respective interests may appear, against loss or damage by fire and customary extended coverage in a minimum amount equal to eighty percent (80%) of the full insurable value of such buildings and improvements. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to the Leasehold Mortgagee, if any, or to Tenant, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be held in trust by Tenant for the purpose of paying the expenses of complying with its obligations under Section 18 hereof. Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of Tenant or its subtenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any Leasehold Mortgagee.

Section 16. Waiver of Subrogation: All insurance policies carried by either party (including any subtenant of Tenant) covering the Demised Premises and/or the McGeorge Property, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party (including any subtenant of Tenant) or shall permit the insurer to waive claims in a manner binding upon the insurer prior to the occurrence of a casualty. As to any loss or damage which may occur upon the property of a party hereto and be collected under any insurance policy(ies), or would have been collected had the required party maintained the required insurance coverages hereunder, such party (including any subtenant of Tenant) hereby releases the other from any amount of liability for such loss or damage to the extent of such amounts collected.

Section 17. Destruction: In the event that, at any time during the term of this Lease, the Sign and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Tenant or its subtenant in accordance with this Lease, then Tenant, at its own cost and expense, shall either (a) cause the same to be repaired, rebuilt, or replaced with improvements of at least equal than those which were destroyed (with such changes in the design, type or character of the building and improvements as Tenant may deem desirable and as are approved by Landlord as provided in Section 9) within nine (9) months after receipt by Tenant of such insurance proceeds or (b) cause the Sign and other structures on the Sign Area to be razed, all debris removed, and the Sign Area to the extent not paved, to be graded and seeded or otherwise landscaped and thereafter maintained in a neat and clean condition. Notwithstanding the foregoing sentence to the contrary, in the event the Sign on the Sign Area is destroyed or damaged at any time during the term of this Lease or any extension period to the extent that, in Tenant's reasonable judgment, the cost to repair the damage exceeds fifty percent (50%) of the replacement cost of the entire Sign (excluding foundations), Tenant may, upon written notice to Landlord, terminate this Lease and cause the Sign (excluding the slab foundation) and other structures on the Sign Area to be razed, all debris removed, and the Sign Area to the extent not paved, to be graded and seeded or otherwise landscaped. Provided, however, if failure to rebuild and operate the Sign would cause the Hanover CUP-2-12 to lapse, Landlord may with sixty (60) days' notice terminate this Lease.

Section 18. Eminent Domain:

(a) As used herein, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation, or while a condemnation action or proceeding is pending. If, at any time during the term of this Lease, there shall be a Taking of all of the Demised Premises, or a substantial part of the Demised Premises, such that the portion of the Demised Premises remaining after such Taking would, in Tenant's reasonable business judgment, be impractical for use by Tenant, then Tenant shall have the right to terminate this Lease from and after the date of such Taking, and Tenant shall surrender the remaining portion of the Demised Premises, if any, to the Landlord as of such date; provided that such termination shall in no way prejudice or interfere with Tenant's right to an award for its loss or damage as hereinafter provided. The rent for the last month of Tenant's

possession of the Demised Premises shall be prorated and any rent paid in advance shall be refunded to the Tenant.

(b) In the event of a Taking which does not result in a termination of this Lease pursuant to Section 18(a), the term of this Lease shall not be reduced or affected in any way, but the basic rent payable hereunder shall be reduced by an amount which bears the same ratio to the basic rent payable immediately prior to such Taking as the fair market value of the Demised Premises (excluding improvements) after Taking bears to the fair market value of the Demised Premises (excluding improvements) immediately prior to the Taking (such fair market value to be determined pursuant to Section 38 hereof entitled). The award for any partial Taking shall be allocated between Landlord and Tenant as described in subsection (c) below; provided, however, if Tenant elects to restore, replace or reconstruct any improvements which are the subject of any Taking, Landlord shall deliver to Tenant its share of the award attributable to such improvements to the extent Tenant's award attributable to such improvements is not sufficient to pay for the cost of restoration, replacement and reconstruction.

(c) In the event of any Taking of all or any portion of the Demised Premises, Landlord shall be entitled to an award based on the taking of or injury to the fee simple estate in the Sign Area and the McGeorge Property, and, provided that such items are compensable under applicable law, Tenant shall be entitled to an award based on any loss or reduction of its leasehold and easement estates, loss of any building or other improvement constructed or placed on the Sign Area by Tenant, loss or interruption of business and the cost of any alterations or restoration resulting from any such Taking. Any single award or settlement shall be allocated between the parties in accordance with the foregoing.

(d) If a court fails or refuses to grant separate awards to Landlord and Tenant upon a taking of all or any portion of the Demised Premises, and if Landlord and Tenant cannot agree on the allocation of the award, and if such inability to agree continues for thirty (30) days after the amount of the award is determined, Landlord and Tenant agree that the determination of such allocation shall be made in accordance with the following procedure. Landlord and Tenant shall each promptly appoint one (1) appraiser. Those two (2) appraisers shall promptly appoint a third (3rd) appraiser. Each appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least five (5) years experience in appraisal of real estate for commercial use in the metropolitan area in which the Land is located. If such appraisers fail to appoint such third (3rd) appraiser within thirty (30) days after notice of their appointment, then either Landlord or Tenant, upon notice to the other, may request the appointment of a third (3rd) appraiser by the then president of the Board of Realtors in the city in which the Sign Area is located, or any then similar existing body. The three (3) appraisers so appointed shall jointly make the required appraisals of the values of Landlord's and Tenant's interests in the Demised Premises and shall allocate the award based upon such appraisals, and if they cannot agree, the appraisals of the third (3rd) appraiser will be accepted by Landlord and Tenant. If, after notice by either Landlord or Tenant of the appointment of an appraiser by the party giving such notice, the other party to whom such notice is given shall fail, within a period of ten (10) days after such notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice shall have the power to proceed as sole appraiser to make the appraisal and allocation hereunder. Landlord shall pay the fees and expenses of the person appointed by

Landlord as an appraiser hereunder, Tenant shall pay the fees and expenses of the person appointed by Tenant as an appraiser hereunder, and Landlord and Tenant shall each pay one-half (1/2) of the fees and expenses of the third (3rd) appraiser appointed pursuant to the provisions of this Section 18.

Section 19. Utility Easements: To the extent not already accessible to the Sign Area, Tenant shall have the right to enter into reasonable agreements with utility suppliers creating easements in favor of such suppliers that are necessary for the operation of the Sign, including, without limitation, electricity and water as are required in order to service the Sign and improvements on the Sign Area, subject, however, to Landlord's reasonable approval of the location of such utility lines and provided that such easements shall require the utility supplier to restore the easement area following any construction or repair work and further provided that such easements shall reserve the rights of Landlord to relocate such utility lines from time to time at Landlord's expense. Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same (including but not limited to reasonable efforts to cause any lender secured by a mortgage, deal of tenant or other lien on the Land to release or subordinate its lien to such easement), all at Tenant's cost and expense.

Section 20. Performance by Subtenant: Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any permitted subtenant of Tenant occupying all or any part of the Demised Premises and the performance of such act shall be deemed to be performance by Tenant and shall be acceptable as Tenant's act by Landlord.

Section 21. Quiet Enjoyment, Status of Landlord's Title:

(a) Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through, or under Landlord.

(b) Landlord represents and warrants to Tenant that Landlord owns fee simple title to the Demised Premises free and clear of any liens, encumbrances and restrictions except only those matters set forth on Exhibit "D" attached hereto and by reference made a part hereof and that Landlord has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Landlord hereunder.

(c) Landlord agrees and covenants to use its best efforts to obtain, prior to the Commencement Date, from the holder of any mortgage, deed to secure debt or other security instrument presently placed against the Demised Premises, an agreement in the form attached hereto as Exhibit "E" and made a part hereof by this reference, which provides that in the event of any foreclosure, sale under power of sale, or transfer in lieu of any of the foregoing pursuant to any such lease or security instrument, the Tenant's use, possession and enjoyment of the Demised Premises shall not be disturbed and this Lease shall continue in full force and effect so long as Tenant is not in default hereunder. Tenant agrees to enter into and deliver an agreement

substantially in the form attached hereto as Exhibit "E" upon Landlord's request in order to subordinate Tenant's interests hereunder to any future mortgages and deeds of trust encumbering all or any part of the Demised Premises provided Tenant receives from any mortgagee or beneficiary under such mortgages or deeds of trust an agreement that upon foreclosure of the Demised Premises, said mortgagee or beneficiary shall not disturb Tenant's rights under this Lease, provided Tenant is not then in default hereunder beyond any applicable cure periods.

Section 22. Defaults:

(a) The following events shall constitute events of default under this Lease:

(1) Tenant's failure to pay any installment of basic rent or additional rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure; or

(2) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in subparagraph (b) of this Section 22.

Upon the occurrence of an event of default and the failure of Tenant to cure the same within the applicable cure period, Landlord may, at its option, (i) give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, and provided such event of default has not been cured prior to such date, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided, or (ii) bring suit for the collection of rent hereunder as same becomes due without cancellation or termination of the Lease. The curing of any default(s) within the above time limits set forth in this Section 22(a) by any of the permissible parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder; provided however, nothing herein shall limit the remedies available to Landlord under the laws of the Commonwealth of Virginia

(b) In the event that Landlord gives notice of a default referred to in Section 22(a)(2) and said default is of such a nature that it cannot be cured within such thirty (30) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, promptly proceeds to cure the default and continues to take all steps necessary to complete the same promptly. No default shall be deemed to continue if and so long as Tenant shall be delayed in or prevented from curing the same by any cause specified in the Section of this Lease entitled "Force Majeure".

(c) Upon any termination of the term of this Lease pursuant to Section 22(a), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Demised Premises and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes.

(d) In the event Tenant shall have abandoned the Demised Premises and shall have failed to maintain the improvements on the Land so as to cause the wasting thereof, and after Tenant's failure to begin the remediation thereof within sixty (60) days after written notice from Landlord, then, in such event, Landlord may re-enter the Demised Premises with or without legal process, and undertake to remedy such waste.

Section 23. Interest and Late Charges: All rent owed and unpaid by Tenant to Landlord under this Lease shall bear interest from the tenth (10th) day after the date due until paid at the lesser of (i) the "prime rate" from time to time plus four (4) percentage points, or (ii) the maximum lawful contract rate per annum. In addition, in the event any installment of rent under this Lease shall not be paid on or before the tenth (10th) day after the due date, a "late charge" in the amount of the greater of (iii) five percent (5%) of the amount due or (iv) \$250.00, may be charged by Landlord, as additional rent, for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment. For the purposes of this section all payments of rent shall be deemed to be paid, if payment is made by mail, when the payment is deposited in the U.S. Mail properly addressed with postage prepaid. The term "prime rate" shall mean and refer to prime rate as published in the "Money Rates" column of The Wall Street Journal, provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate, and (ii) if such rate is no longer published in The Wall Street Journal, or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by the Landlord.

Section 24. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 25. Limitation of Liability: Tenant shall look solely to Landlord's estate and interest in the Demised Premises and the rentals therefrom for the satisfaction of any right of Tenant for the collection of a judgment or other judicial process requiring the payment of money by Landlord, and no other property or assets of Landlord shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease.

Section 26. Attorney's Fees: Should either party institute any legal proceedings against the other party for breach of any provision herein contained, and should one of the parties prevail

in such action, the non-prevailing party shall in addition be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels).

Section 27. Brokerage Commissions: Landlord and Tenant each represent to the other that it has not dealt with any real estate broker or agent in connection with this Lease other than Perrine & Wheeler Real Estate Company. Landlord agrees to pay the commission due to Perrine & Wheeler Real Estate Company pursuant to the terms of a separate agreement.

Section 28. Hazardous Materials: Except as disclosed herein, Landlord represents and warrants that Landlord has not used or operated the Sign Area in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined), and to the best of Landlord's actual knowledge and belief, the Sign Area has ever been used or operated for the storage, use, treatment, manufacture or disposal of any Hazardous Materials. Landlord will cooperate with Tenant and Tenant's consultants to enable Tenant to evaluate the environmental conditions affecting the Sign Area. Tenant's review and approval of the environmental condition of the Sign Area and Tenant's confirmation that any remediation required to be performed on the Sign Area by Landlord or any other third party will not in any way interfere with the use, operation and development of the Sign Area by Tenant shall be an express condition precedent to Tenant's obligations under this Lease. If at any time prior to the Permit Date Tenant determines that the environmental condition is unsatisfactory to Tenant, Tenant may terminate this Lease. For purposes hereof, the term "Hazardous Materials" means (i) any "hazardous wastes" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in or for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof, including any petroleum, petroleum products or waste. Landlord hereby agrees to indemnify and hold Tenant harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on the Sign Area which exist on or under the Sign Area on or prior to the Commencement Date or which are due to the negligent or willful acts or omissions of Landlord or its contractors, employees, or agents. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on the Sign Area due to the negligent act or omission of Tenant or its contractors, employees, or agents. This Section 28 will survive the termination or expiration of this Lease for a period of five (5) years.

Section 29. Force Majeure: In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than Tenant's obligation to pay rent) by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, severe weather events (including hurricanes), or any reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period

equivalent to the period of such delay; provided, however, the provisions of this Section shall not operate to extend the date Landlord is required to deliver possession of the Demised Premises to Tenant. Lack of funds shall not be a basis for avoidance or delay of any obligation under this Lease.

Section 30. Notices: Every notice, approval, consent, or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and delivered in person, by courier, by reputable overnight courier guaranteeing next day delivery, or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address shown below, or such other address as either party may designate by notice given from time to time in accordance with this Section. Such notices or other communications shall be effective when received by the party to whom such notice is addressed. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed. The address for notices for each party is as follows:

Landlord: c/o Mr. Ed McNamara
McGeorge Rolling Hills RV Center
11525 Sunshade Lane
Ashland, VA 23005

With Copy to: Vernon E. Inge, Esq.
LeClairRyan
Riverfront Plaza, East Tower
951 East Byrd Street, 8th Floor
Richmond, VA 23219

Tenant: c/o Steven L. Craig
Craig Realty Group – Richmond, LLC
4100 MacArthur Boulevard, Suite 200
Newport Beach, CA 92660

With copy to _____:

Section 31. Certificates: Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (iii) as to the existence of any default under this Lease; (iv) as to the existence of any offsets, counterclaims or defenses thereto on the

part of such other party; (v) as to the commencement and expiration dates of the term of this Lease; and (vi) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Section 32. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

Section 33. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 34. Memorandum of Lease: Upon request of either party, Landlord and Tenant shall execute and deliver a memorandum of lease in the form attached hereto as Exhibit "F" and made a part hereof by this reference within five (5) days after the Commencement Date. Any and all recording costs required in connection with the recording of such memorandum of lease shall be paid by Tenant.

Section 35. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors in interest and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord. The use of the terms "Landlord" and "Tenant" notwithstanding, this Lease creates for all purposes an estate for years and not a usufruct. In this Lease, whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, shall be deemed to include the words "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

Section 36. Entire Agreement: No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 37. Parties: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, successors in title, administrators and assigns.

Section 38. Determination of Fair Market Value:

(a) The determination of the fair market value of the Demised Premises (excluding improvements) as of the date of any Taking as provided in Section 19(b) hereof shall be made by Landlord and Tenant no later than one (1) month after such Taking. If Landlord and Tenant are unable to agree on the fair market value of the Demised Premises (excluding Improvements) prior to such applicable deadline, such determination shall be made by appraisal as hereinafter set forth. Such appraisal procedure shall be commenced by one party delivering to the other a notice appointing its appraiser. Within fifteen (15) days after receipt of such notice, the other party shall appoint its appraiser and give notice of such appointment to the first party. Any appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least five (5) years experience in appraisal of real estate for commercial use in the metropolitan area in which the Land is located. If the party receiving such first written notice shall fail to appoint its appraiser within fifteen (15) days after receipt of the first written notice, the determination of the value in question by the single appraiser appointed by the party giving such first written notice should be final, binding and conclusive on Landlord and Tenant. Each appraiser then shall prepare a written appraisal with respect to the determination of the fair market value of the Demised Premises (excluding improvements). If within thirty (30) days after appointment of the two appraisers, as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser shall be chosen within ten (10) days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser within such ten (10) day period, such appointment shall be made by the American Arbitration Association, or any organization successor thereto, from a panel of appraisers having experience in the appraisal of real estate for commercial use in the metropolitan area in which the Land is located. The decision of the third appraiser so appointed and chosen shall be given within ten (10) days after the selection of such third appraiser. If three appraisers shall be appointed and the determination of one appraiser is disparate from the median of all three determinations by more than twice the amount by which the other determination is disparate from the median, then the determination of such appraiser shall be excluded, the remaining two determinations shall be averaged and such average shall be binding and conclusive on Landlord and Tenant; otherwise the average of all three determinations shall be binding and conclusive on Landlord and Tenant. The fees and expenses of the appraiser appointed by Tenant shall be paid by Tenant, the fees and expenses of the appraiser appointed by Landlord shall be paid by Landlord and the fees and expenses of the third appraiser shall be divided equally between Tenant and Landlord.

(b) In making the determination of such fair market value, the appraisers shall assume a reasonable time under the then existing market conditions is allowed for exposure of the Demised Premises on the open market, and the appraisers shall deduct the value of any improvements then existing on the Demised Premises.

Section 39. Advertising Access: To the extent permitted by federal, state or County law or ordinance, Tenant agrees that it shall provide equal access to advertise on the Sign to all tenants and landowners located on the Properties subject to the Northlake Restrictive Covenants recorded at Deed Book 1702, Page 0587, in the Clerk's Office of the County of Hanover Circuit Court, including without limitation, the McGeorge Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LANDLORD"

EMAC, L.L.C.
a Virginia limited liability company

By: _____
Name: _____
Title: _____

"TENANT"

CRAIG REALTY GROUP -- RICHMOND, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DEPICTION OF THE LAND

[TO BE ATTACHED]

EXHIBIT "B"

DEPICTION OF THE PROPERTY AND DEMISED AREA

[TO BE ATTACHED]

EXHIBIT "C"

DEPICTION OF THE DRIVEWAYS

[TO BE ATTACHED]

EXHIBIT "D"

TITLE EXCEPTIONS

[TO BE ATTACHED]

EXHIBIT "E"

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and among _____ (hereinafter called the "Lender"), **CRAIG REALTY GROUP – RICHMOND, LLC**, a California limited liability company (the "Tenant"), and **EMAC, L.L.C.**, a Virginia limited liability company, together, the tenants in common (together the "Landlord").

WITNESSETH:

WHEREAS, Landlord has heretofore executed and delivered to Lender the following security instruments (hereinafter sometimes collectively referred to as the "Security Documents"):

[insert description of documents]

WHEREAS, Landlord and Tenant made and entered into that certain Ground Lease dated the ____ day of _____, 20____, with respect to certain premises described on Exhibit "A" attached hereto and made a part hereof by this reference (said Ground Lease being hereinafter called the "Ground Lease"; said premises being hereinafter called the "Demised Premises"); and

WHEREAS, the Demised Premises are a part of the Property conveyed to Lender pursuant to the Security Documents; and

WHEREAS, the parties hereto desire to enter into certain agreements with respect to the Security Documents and the Ground Lease, as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, Lender, Tenant and Landlord hereby covenant and agree as follows:

- (i) Subordination. The Ground Lease is now and shall remain subject and subordinate to the Security Documents and to any renewals, modifications, replacements, consolidations, and executions thereof, subject to the terms of this Agreement.
- (ii) Non-Disturbance. Lender hereby covenants and agrees that so long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord (or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease; such party being hereinafter referred to as "Successor Landlord") to terminate the Ground Lease, the Ground Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Demised Premises be interfered with, nor shall the leasehold estate granted by the Ground Lease be affected in any other manner, in any exercise of the private power(s) of sale

contained in any one or more of the Security Documents, or by any foreclosure or other action or proceeding instituted by Lender or any Successor Landlord under or in connection with the Security Documents, or in case the Lender takes possession of the Property described in the Security Documents pursuant to any provisions thereof, and Lender agrees that it shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default on the part of Landlord under the Security Documents.

(iii) Attornment. Landlord and Tenant hereby covenant and agree that if the interests of the Landlord or any Successor Landlord under the Ground Lease shall be transferred by reason of the exercise of the power(s) of sale contained in the any one or more of the Security Documents, or by any foreclosure or other proceeding for enforcement of the Security Documents, the Tenant shall be bound to the Successor Landlord thereof under all of the terms, covenants and conditions of the Ground Lease for the balance of the term thereof and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Ground Lease, with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease, and Tenant does hereby attorn to any such Successor Landlord, as its Landlord under the Ground Lease. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease. The respective rights and obligations of any such Successor Landlord and of the Tenant under the Ground Lease upon such attornment, to the extent of the then remaining balance of the term of the Ground Lease and any such extensions and renewals, shall be and are the same as now set forth in the Ground Lease except as otherwise expressly provided herein.

(iv) Notice of Default by Landlord. Tenant, as Tenant under the Ground Lease, hereby covenants and agrees to give Lender written notice properly specifying wherein the Landlord under the Ground Lease has failed to perform any of the covenants or obligations of the Landlord under the Ground Lease simultaneously with the giving of any notice of such default to the Landlord under the provisions of the Lease. Tenant agrees that Lender shall have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before the Tenant may take any action under the Ground Lease by reason of such default. Such notices to Lender shall be delivered in duplicate to:

or to such other address as the Lender shall have designated to Tenant by giving written notice to Tenant at Crown Center, 580 E. Main Street, Suite 300, Norfolk, VA 23510, or to such other address as may be designated by written notice from Tenant to Lender.

(v) As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Ground Lease.

(vi) As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Security Documents.

(vii) Title of Paragraphs. The titles of the paragraphs of this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(viii) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(ix) Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day, month and year first above written.

LENDER

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Registration No. _____

My Commission expires: _____

(SEAL)

(Signatures continued on next page.)

(Signatures continued from previous page.)

“LANDLORD”

EMAC, L.L.C.
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Registration No. _____ (SEAL)
My Commission expires: _____

“TENANT”

CRAIG REALTY GROUP -- RICHMOND, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Registration No. _____ (SEAL)
My Commission expires: _____

EXHIBIT "F"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into this ____ day of _____, 20__, by and between **EMAC, L.L.C.**, a Virginia limited liability company, (hereinafter referred to together as "Landlord"), and **CRAIG REALTY GROUP -- RICHMOND, LLC**, a California limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated _____, 2006 (the "Lease"); and

WHEREAS, the parties hereto desire to file this Memorandum of Lease for record among the land records of Hanover County, Virginia, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

(i) Demised Premises. The property more particularly described on Schedule 1 which is attached to and made a part of this Memorandum of Lease. The Demised Premises are part of property owned by Landlord known as McGeorge Rolling Hills RV Center (the "McGeorge Property") which is more particularly described on Schedule 2 which is attached to and made a part of this Memorandum of Lease. The portion of the McGeorge Property other than the Demised Premises is referred to in the Lease as the "McGeorge Property."

(ii) Term. The term of the Lease commenced on _____, 20__, and shall terminate on the last day of the month in which the twentieth (20) anniversary of the Rent Commencement Date (as such term is defined in the Lease) occurs unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease. Landlord and Tenant agree to record an amendment to this Memorandum of Lease setting forth the Commencement Date once the same is determined in accordance with the terms of the Lease.

(iii) Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum of Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

(iv) Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

(v) Cancellation of Memorandum of Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation among the land records of Virginia Beach, Virginia.

(Signatures and notary attestations contained on page immediately following.)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed and sealed the day, month and year first above written.

"LANDLORD"

EMAC, L.L.C.
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Registration No. _____ (SEAL)
My Commission expires: _____

"TENANT"

CRAIG REALTY GROUP -- RICHMOND, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Registration No. _____ (SEAL)
My Commission expires: _____

SCHEDULE 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF LAND

SCHEDULE 2 TO MEMORANDUM OF LEASE
DEPICTION OF PROPERTY AND DEMISED AREA

EXHIBIT "G"

COMMENCEMENT DATE CERTIFICATE

THIS COMMENCEMENT DATE CERTIFICATE is made as of the ____ day of _____, 20__, by and between EMAC, L.L.C., a Virginia limited liability company, (the "Landlord") and CRAIG REALTY GROUP -- RICHMOND, LLC, a California limited liability company (the "Tenant").

RECITALS:

A. Landlord and Tenant entered into a Ground Lease (the "Lease") dated as of _____, 2006, whereby Landlord leased to Tenant, and Tenant leased from Landlord, certain Premises (as more particularly described in the Lease) located in the County of Hanover, Commonwealth of Virginia.

B. A Memorandum of Lease memorializing the basic terms of the Lease has been recorded in Deed Book ____ at Page _____ among the land records of the County of Hanover, Virginia.

C. In accordance with Section 2 of the Lease, Landlord and Tenant desire to set forth herein the Commencement Date and the Rent Commencement Date (as defined in the Lease). The parties agree that this document satisfies the requirements of such Section 2 of the Lease.

NOW THEREFORE, the parties hereby agree that the Commencement Date is hereby established to be _____, 20__. The Rent Commencement Date is hereby established to be _____, 20__. The initial term of the Lease shall expire on _____, 20__, unless sooner terminated.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Commencement Date Certificate to be executed as of the day and year first above written.

(Signatures appear on the following page.)

“LANDLORD”

EMAC, L.L.C.
a Virginia limited liability company

By: _____
Name: _____
Title: _____

“TENANT”

CRAIG REALTY GROUP -- RICHMOND, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Northlake Land Investments, L.L.C.

CUP Extension Application

Hanover County Planning Department Application

Request for a Special Exception/ Conditional Use Permit Extension

Case #: CUP-2-12 (LOC. 2 ONLY)

Please type or print in black ink.

APPLICANT INFORMATION

Owner/Applicant: GIBSON M. WRIGHT
Contact Name: KAY DANGRAZE
Address: 1503 SANTA ROSA ROAD, SUITE 103
RICHMOND, VA 23229

Telephone No. 804-288-2238
Fax No. 804-288-9573
Email Address: kay@dangraze.com

PROPERTY INFORMATION/ EXPLANATION

GPIN(s)(Tax Parcel #'s) 7789-51-4882

Magisterial District ASHLAND DISTRICT

Location Description (Street Address, if applicable) NORTHLAKE SUBDIVISION

Briefly explain why an extension is necessary:

This is a request for a five (5) year extension to CUP-2-12 for Sign Location 2. The extension is being requested because building permits for the construction of the "outlets" within the Northlake Subdivision development has not yet been issued, and is a condition of the CUP-2-12 for the construction of this sign. The outlet center developer has entered into an easement for the construction, installation and ongoing maintenance of the freestanding destination commerce sign on GPIN 7789-51-4882. This property has also been rezoned from M-2 to B-3 so as to be part of the Destination Commerce District.

SIGNATURE OF APPLICANT

As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I authorize County representatives entry onto the property for purposes of reviewing this request.

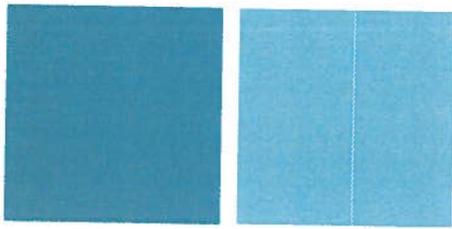
Signature [Signature]
Print Name GIBSON M. WRIGHT

Date 5/7/14

ATTACHMENTS

- [X] a. Extension Fee - Special Exception \$20.00 Conditional Use Permit \$700.00
[] b. For applications for mobile homes needed in a medical hardship case, provide an updated note from a medical doctor verifying that for health reasons a person must be located in close proximity to others who can provide care.
[] c. Other information needed to support your request





Outlets at Richmond – 95 Freeway Digital Spectacular Opportunities

**Available to Destination Commerce Owners & Tenants,
Including Tenants in the Outlets at Richmond**

Two LED signs, each with a south bound (right hand read) and north bound (left hand read) facing sign, total of 4 screens

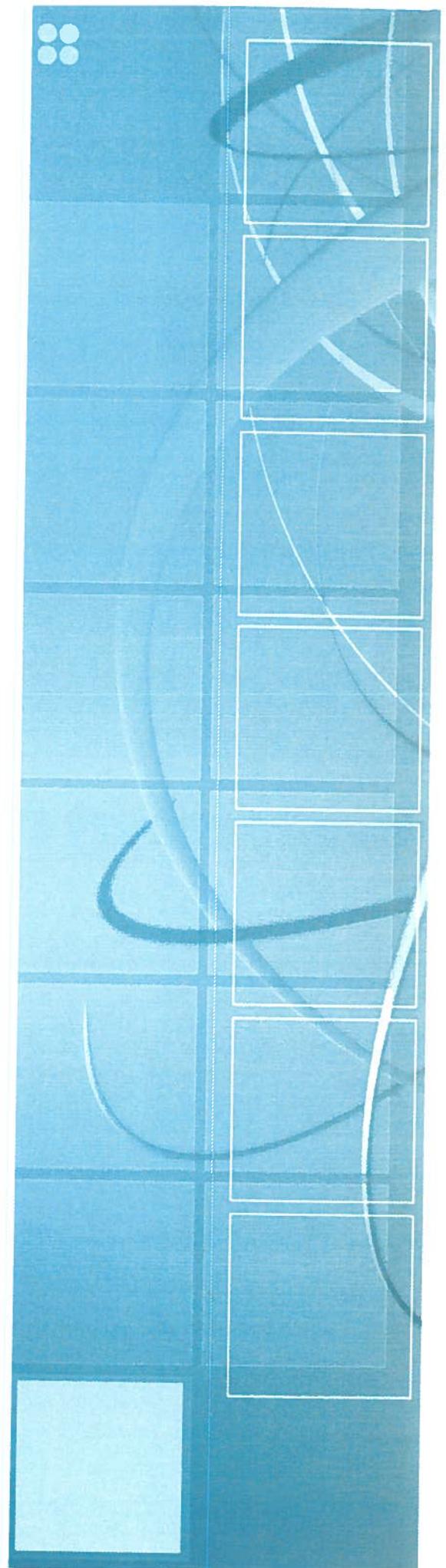
Price Per Screen

Southbound: \$2,500 net per 4 weeks

Northbound \$2,200 net per 4 weeks

Copy provided at advertiser's expense

- ❖ DEC: 115,000 per day
- ❖ Signs are operational 18 hours/day, 5:00 am – 11 pm
- ❖ Max length of the loop is :80 (8 spots per loop)
- ❖ Spots are :10 in length
- ❖ Spots can be static (.JPG or .PDF)
- ❖ Applicable law permitting, spots may be animated/motion (.mov)
- ❖ Spots are seen 45 times/hour; 810 times/day
- ❖ Each screen approx. 29'H x 24'W (approx 696 sf)
- ❖ Pricing can be adjusted for multiple screens and/or different duration of runs





CRAIG REALTY GROUP

Via Overnight Mail

May 9, 2014

Kay Pangraze
PANGRAZE, LLC
1503 Santa Rosa Road
Suite 103
Richmond, VA 23229

Re: CUP Application

Dear Kay,

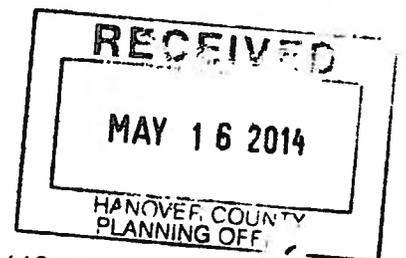
Enclosed please find the complete Request for Conditional Use Permit. This version contains the original pages (tagged) that have been signed by Steve Craig and notarized. The notarization was omitted in the original version that was sent to your attention. Please provide the attached in whatever way you think appropriate to the County by way of supplement to our previously submitted CUP application.

Thank you for your assistance and please let me know if you should have any questions.

Sincerely,

Lori Sarner Smith
/sf

Enclosure



Hanover County Planning Department Application

Request for a Conditional Use Permit

Case #: _____

Please type or print in black ink.

APPLICANT INFORMATION

Owner/Applicant: Craig Realty Group, Richmond LLC

Contact Name: Steven L. Craig

Address: 4100 MacArthur Blvd. Suite 200
Newport Beach, CA 92660

Telephone No. (949) 224-4115

Fax No. 949-224-4102

Email Address
steve@craigrealtygroup.com

PARCEL INFORMATION

For multiple parcels, please also complete Page 4

GPIN(s)(Tax ID #'s) 7788-68-3202 (part of)

Deed Book 3048 Page 2932

Magisterial District Ashland

Location Description (Street Address, if applicable) NE
& SE corners of Northlake Subdivision on west side of
I-95 adjacent to Lewistown Rd interchange (Exit 89).

Total Area (acres/square feet) CUP Area - .04AC/1700SF

Current Zoning M-2

Requested Use Approve the relocation of one Destination
Commerce Sign in the Northlake subdivision from GPIN

7789-69-2400 onto GPIN 7788-68-3202 along I-95 with a
minimum distance of 3,000 lin. feet between the relocated
sign and the approved identical sign on GPIN7789-61-4882

SIGNATURE OF OWNER CONTRACT PURCHASER (requires contract to be attached)

As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I authorize County representatives entry onto the property for purposes of reviewing this request.

Signature *Steven L. Craig*

Print Name Steven L. Craig, Craig Realty Group Richmond, LLC

Date _____

Signature _____

Print Name _____

Date _____

QUESTIONS/ LETTERS/ REPORTS SHOULD BE FORWARDED TO THE FOLLOWING**:

Name Kay Pangraze

Address: 1503 Santa Rosa Road, Suite 103
Richmond, VA 23229

Telephone No. 804-308-4091

Fax No. 804-288-9573

Email Address
kay@pangraze.com

**It is the responsibility of the contact person to provide copies of all correspondence to other interested parties to the application.

ACKNOWLEDGEMENT OF APPLICATION FEE PAYMENT PROCEDURE

Application fees are not accepted at the time of submittal. I hereby acknowledge that this application is not complete until the payment for all applicable application fees has been received by the Hanover County Planning Department. The Hanover County Planning Department shall notify me by mail, at the address listed below, (as well as by email and/or fax, if selected below) of the applicable fee(s) at such time that they determine that the application is complete and acceptable. I acknowledge that I am responsible for ensuring that such fees are received by the Hanover County Planning Department by the Tuesday the week following the Application Deadline Day. I further acknowledge that any application fee submitted after this date shall result in the application being considered filed for the next Application Deadline.

Should the applicable fees not be submitted within forty-five (45) days of the date of the notification letter, it shall be my responsibility to arrange for the retrieval of all application materials. The application and any supplementary materials for incomplete applications that are not retrieved within forty-five (45) days of the date of the notification letter shall be destroyed by the Hanover County Planning Department.

Should my application be accepted, my fee payment will be due by _____ . (To be filled in by a Planning Staff member.)

Signature of applicant/authorized agent *Steven L. Craig* Date _____
 Print Name Steven L. Craig, Craig Realty Group Richmond, LLC

Signature of applicant/authorized agent _____ Date _____
 Print Name _____

Address to which notification letter is to be sent:
Key Pangraze
4709 Pocahontas Avenue
Richmond, VA 23226

If you would like your letter emailed and/or faxed, please make selections, and provide the information below:
 Email kay@pangraze.com Fax _____

FEES

After application is accepted for review, make checks payable to Treasurer, Hanover County:

Conditional Use Permit	\$1500 + \$75/acre*
Amendment (after final approval)	\$1500

*Fractions of acreage are rounded up to the nearest whole number
 Please note: Applicants who request tax-exempt status may have their application fee waived upon presentation of official documentation of such status.

FOR STAFF USE ONLY:

Fees: Base Fee _____
 Acreage Fee _____
TOTAL _____

Accepted by: _____
 HTE #: _____

NOTIFICATION OF ZONING APPLICATION SUBMITTAL

TO: Adjacent Property Owner

FROM: Steven L. Craig

DATE: 5/5/2014

The following application will be submitted for review to the Hanover County Planning Department:

- Rezoning
- Conditional Use Permit
- Special Exception

Applicant: Craig Realty Group Richmond, LLC

Property Location: Within Northlake subdivision, along I-95 frontage north of Lewistown Road, interchange (exit 89) and south of the Ashland interchange

GPIN(s): 7788-68-3202

Requested Zoning District: No Change requested to current Zoning

Requested Use/Exception: To relocate one of the two (2) Destination Commerce signs previously approved in the Conditional Use Permit 2-12 from tax parcel 7788-68-2400 onto tax parcel 7788-68-3202, the outlet center site. The new location would be along I-95 and separated by a minimum of 3,000 feet from the previously approved northern Destination Commerce sign on tax parcel 7789-51-4882 within the Northlake subdivision. The proposed signs will be consistent in design, finish and height of the northern sign. The signs will incorporate an LED display for advertising of tenants and businesses within the designated Destination Commerce District of the Northlake subdivision.

The application will be available for viewing at the Hanover County Planning Department. The Planning Department shall notify all adjacent property owners of the time, day, and place of the public hearings to be held on this application. Should you have any questions or comments, please contact the Planning Department at (804) 365-6171.

EXPLANATION: (Attach additional sheets, if necessary)

1. What type of use is being requested? To allow for the relocation of one of the previously approved Dest. Commerce signs in the Destination Commerce district of the Northlake subdivision, +/-107AC, see attached plan/parcel listing. The requested relocation of one of the signs will allow the Outlet Center management unfettered access to the sign for its continuous operation, maintenance and use by the OC tenants and businesses w/in Northlake's Dest. Comm.
2. Briefly describe how you plan to develop the property for the proposed use and any associated uses. The property is being developed as a mixed use retail and destination commerce district along the I-95 corridor north of Lewistown Road and east of N. Lakeridge Parkway. McGeorge Rolling Hills RV is a current business in this district with a draw and customer base beyond the boundaries of the County for clients and customers. Likewise, the new Harley Davidson distribution center & store scheduled to open 4th quarter, 2014 will also draw customers from outside HC. In addition, a phased Outlet Center (350,000+/-SFGLA) and complimentary retail tenants, hotels and restaurants are all planned for the Northlake Dest. Comm. district. The outlet center construction will begin upon completion of pre-leasing requirements for the construction loan. Within the destination commerce district, there exists an additional 31 acres of undeveloped land that has been rezoned and proffered for the exclusive development of destination commerce. As part of the Hanover County Comprehensive Plan, portions of the Northlake Subdivision along I-95 are designated for destination commerce development which allows for Interstate signage to draw in customers traveling along the Interstate. The outlet center developer would like erect and operate two (2) highly visible site identification signs, with changeable LED boards, along I-95 to notify travelers and promote the outlets. The signs have been successful in driving traffic and increasing retail sales at the developer's other outlet centers.
3. Describe why the proposed use is desirable and appropriate for the area. What measures will be taken to assure that the proposed use will not have a negative impact on the surrounding vicinity? (For example, this may include traffic or environmental impacts.) The request for a conditional use permit for a destination commerce sign located on the outlet site is desirable and appropriate for the continuous and unfettered access to the sign by the OC management. It allows management to run tenant's ever changing advertising programs and OC promotions to drive the success of the center. The sign will be designed in such a way to minimize distraction to ongoing travelers. It will be located in a safe and undisturbed area of the site, and will be continuously maintained by the operator. The management and use of the sign will be dictated by contacts similar to other outlet centers, see attached sample. Prior to the request of a Hanover County sign permit, proof of Federal, FAA and State approvals for the signs will be obtained and provided to the County. Per preliminary discussions with VDOT, they require that the sign be located on the same parcel as the primary sign ID, "The Outlets at Richmond." It will be fabricated from lasting materials, using the latest technology and placed in locations that are compatible with the intent of the Hanover County sign ordinance.
4. Are there any deed restrictions concerning the type of use proposed? If so, provide the date the said restrictions expire. (You may attach a copy of the restrictions.) No known deed restrictions.

5. Is the subject property located in a Dam Break Inundation Zone? Yes No (Please contact the Department of Planning or Public Works for assistance in addressing this question.) If yes, please contact the Department of Public Works for further information.

HISTORIC SITE IMPACT ANALYSIS

Please identify any known or suspected historic resources on both the subject property and adjacent properties, to include both structural and non-structural resources, such as trenches, cemeteries, and archeological sites. Please include the GPIN (Tax Parcel Number) associated with the resource. Please attach additional sheets, if necessary. Should you need assistance completing this form, please contact the Planning Staff.

- 1. Historic Resource/File No. N/A GPIN _____
- 2. Historic Resource/File No. _____ GPIN _____
- 3. Historic Resource/File No. _____ GPIN _____

If you have identified known or suspected historic resources on the subject property or adjacent property, please provide the following information on each site:

- a) Is the historic site listed as a National or State Registered Landmark? _____
- b) Is the historic site open to the public? _____
- c) Describe the impact the proposed request will have on the identified historic resources with regard to noise, traffic, dust, vibration, visual impact, and air pollution. _____

- d) Describe voluntary measures that will be undertaken to help mitigate the impact that the proposed use may have on the identified historic resources. _____

If there are no known or suspected historic resources on the subject property or immediately adjacent, including structural and non-structural resources, trenches, cemeteries, and archeological sites, please sign and date.

Signature: *John Z. Gray* Date: _____

COMPLIANCE WITH TRAFFIC IMPACT ANALYSIS REQUIREMENTS

The following must be completed for all applications: The selection below is based on a projected daily trip generation of _____ vehicles per day and a site peak hour trip generation of _____ vehicles per hour, based on the stipulations of 24 VAC 30-155. The _____ edition of the ITE Trip Generation Manual was used in determining the trip generation (Code Number _____ and Page Number _____).

Choose one of the two options below:

I certify that this proposal **DOES NOT MEET** any of the thresholds identified in the Traffic Impact Analysis Regulations Administrative Guidelines (24 VAC 30-155) that would require a Traffic Impact Analysis to be submitted in conjunction with this application.

I certify that this proposal **MEETS** at least one of the thresholds identified in the Traffic Impact Analysis Regulations Administrative Guidelines (24 VAC 30-155) that would require a Traffic Impact Analysis to be submitted in conjunction with this application. A Traffic Impact Analysis, prepared in accordance with the Traffic Impact Analysis Regulations Administrative Guidelines (24 VAC 30-155), has been prepared and will be submitted to VDOT the same day.



(Signature of Applicant/Applicant's Representative)

(Date)

(Applicant/Applicant's Representative – Print Name)

Virginia Department of Transportation (VDOT) – Ashland Residency
Robert Butler, Assistant Residency Administrator
523 North Washington Highway
Ashland, VA 23005
Phone (804) 752-5511
Fax (804) 752-6431
Email: robert.butler@vdot.virginia.gov
<http://www.virginiadot.org/projects/chapter527/>

OUTLETS AT RICHMOND

ADVERTISING AGREEMENT

DATE: _____
ADVERTISER: _____
PRODUCT: _____
AGENCY: _____
ADDRESS: _____

CONTACT: _____
EMAIL: _____
APPROVED: _____
NOTES: _____

CONTRACT#: _____
START DATE: _____
END DATE: _____
SPACE# _____
LENGTH: _____
SPOT DUE: _____

NET DUE: _____

THIS ADVERTISING AGREEMENT (this "Agreement") is made and entered into as of the date written below between CRAIG REALTY GROUP - RICHMOND, LLC, a Virginia limited liability company ("Owner") and the undersigned Advertiser.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the compensation to be paid as herein provided and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto covenants and agree, for themselves and their respective successors and assigns, as follows:

- 1. DISPLAY LOCATIONS AND HOURS.** Advertiser hereby authorizes Owner to furnish advertising display space on the digital boards described above. Advertiser's creative message(s) shall be inserted in a display rotation.
- 2. CONTRACT VALUE.** Advertiser shall pay Owner the sum listed above.
- 3. PAYMENT TERMS.** Weekly and Monthly contract payments shall be made net 30 days. Annual contract payments shall be made monthly with payment due the first day of each subsequent month. Should Advertiser fail to pay contracted amount on due date, Owner, reserves the right to declare a breach of this Agreement and terminate Advertiser's display.
- 4. BILLING.** Billing to be based using a Standard Outdoor Industry Posting Calendar with either 4 or 5 weeks per month. Annual contracts with 13 billing periods will be billed at 1/13th of Total Contract each Calendar month with additional billing period in the first-5 week month of the year.
- 5. CONVENTION ACCOUNTS.** Display time for convention accounts is sold on a first-come, first-served basis. Advertiser will provide a 50% deposit for the display time purchase; such deposit to be made at the time this Agreement is executed. Balance is due within 30 days of campaign commencement. All deposits, production costs, transfer to disc and/or editing fees will be forfeited in the event of cancellation by Advertiser.
- 6. LATE PAYMENT PENALTY AND CANCELLATION.** A penalty charge of 1-1/2% will be added to accounts not paid within 90 days. A minimum notification of 30 days prior to campaigns' start is required to cancel. Client will be charged for all scheduled advertising.

- 7. PRODUCTION SCHEDULE.** Advertiser must furnish to Owner high quality commercial image in JPEG (.jpg) format and in same resolution as the sign, ___ pixels wide by ___ pixel high at least 3 days prior to start.
- 8. MAINTENANCE.** Advertiser acknowledges that, from time to time, maintenance will be required for the digital boards. For the purposes of this Agreement, maintenance refers to any and all times when the digital boards require scheduled repair, diode replacement, upgrading and the like, as well as times when such maintenance is unscheduled and unforeseen and as well as other circumstances preventing operation of the digital boards, such as power outages or governmental limitations on usage of electrical power. During "down" times, all advertising will be suspended, and will resume as soon as the digital boards are operative. No such maintenance shall constitute a breach of this Agreement or any breach of contract on the part of Owner
- 9. IMPOSSIBILITY.** Mechanical failures, acts of god, etc., may occur which are outside Owner's control and make operation of one or more boards temporarily impossible. In the event of such an occurrence, Owner will use all reasonable efforts to return board(s) to good working order as soon as possible and there shall be no claim for damages by either party to this Agreement. Owner's obligations under this Agreement, to the extent not already complete, shall be suspended until the condition is corrected.
- 10. CONTENT.** Advertising content is subject to final approval by Owner, in its sole discretion. Further, Advertiser is prohibited from advertising or including in its content the Prohibited Advertisements listed on Exhibit "A" attached hereto and incorporated by reference. Advertiser shall indemnify Owner and Craig Realty Group-Richmond, LLC, Eureka Realty Partners, Inc. and their respective constituent owners from all claims or actions relating to or arising from the content of Advertiser's display(s) messaging including plagiarism, copyright, trademark or other intellectual property infringement, false, misleading or deceptive advertising, any suit brought based on offensiveness or bad taste advertising; invasion of privacy or the violation of any existing laws, whether or not such advertising was accepted or approved by Owner or Craig Realty Group Richmond, LLC. Owner reserves the right to refuse any Advertiser message that is of poor quality, bad taste or deemed undesirable at the sole discretion of Owner. The foregoing indemnification shall survive the expiration or termination of this Agreement.
- 11. CANCELLATION.** This Agreement, once signed, is not cancellable by either party except as provided herein.
- 12. ATTORNEY'S FEES.** In the event either of the parties hereto should commence litigation to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonably incurred attorney's fees and costs, in addition to such other relief as the court may grant.
- 13. APPLICABLE LAW.** This Agreement shall be interpreted and enforced according to Virginia Law.
- 14. TEMPORARY SUSPENSION.** From time to time, on an infrequent basis, paid advertising and messaging on the digital boards may be suspended for community-related messaging such as Amber Alerts, Clean Up Commerce Day, and the like. These special messages require that all paid and trade advertising be suspended during certain periods of time. These suspension periods could be for a portion of a day or for an entire day, or longer. Owner shall use reasonable efforts to provide reasonable notice, under the circumstances, of any such planned suspensions to Advertiser, and to endeavor to minimize, to the extent feasible, the impact on paid advertising, taking into account the needs for community-related messaging. All paid advertisements shall be reassigned to other time slots in the loop on the digital boards, including, potentially on a different day. Upon completion of the community-related messaging, all paid and trade advertisements on the digital boards shall resume.

15. EMINENT DOMAIN, APPLICABLE LAW. If one or more of the digital boards is acquired by eminent domain or governmental taking, this Agreement shall terminate as to such digital boards so taken on the date of the taking and this Agreement shall continue in full force and effect as to the remaining digital boards. In addition, Owner may terminate this Agreement upon written notice to Advertiser if any governmental agency or entity requires cessation of use of any of the digital boards or any of the advertising thereon by reason of compliance with applicable law or otherwise, or Owner may terminate this Agreement only with respect to such digital board or such advertising so prohibited or limited. In the event of such termination, appropriate adjustment shall be made with respect to the contract value paid or to be paid by Advertiser.

IN WITNESS WHEREOF, the parties hereto have caused this Advertising Agreement to be duly executed on _____, 2014.

Owner:

CRAIG REALTY GROUP – RICHMOND, LLC,
a Virginia limited liability company

By: Eureka Realty Partners, Inc.,
a California corporation,
Manager

By: _____
Steven L. Craig
President

Date: _____

Advertiser:

By: _____

Name: _____

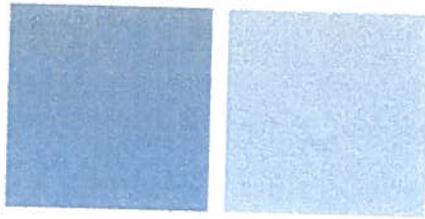
Title: _____

Date: _____

EXHIBIT "A"

PROHIBITED ADVERTISEMENTS

1. Advertisements which promote cigarettes, cigars, or any other tobacco related product, however, with Owner's prior written approval, such advertising may be permitted on Assets other than the LED Signs and other exterior advertising, and anti-smoking advertisements shall be permitted.
2. Advertisements which promote alcohol products, however, wine, champagne, sparkling wine and liqueur, and beer advertisement shall be permitted.
3. Advertisements which promote tattoos or tattoo expos and facilities.
4. Any strip club, or gentlemen's club featuring nude or partially-clothed dancers or wait staff.
5. Any casino or gambling establishment.
6. Any marijuana dispensary, drug paraphernalia, head shop, or other recreational or illicit use of drugs.
7. Pornographic materials, sexually oriented novelty products or procedures (such as breast augmentation), adult books, magazines, website, videos or other similar forms of adult entertainment.
8. Films or other entertainment rated X or NC-17 (or any successor thereto), provided, however, such advertisements (subject to Owner's prior written approval) may depict or reference films, videos or other forms of entertainment which may include sexually oriented content or material if such materials are not rated X or NC-17.
9. Any political candidate or party, referendum, ballot initiative or similar measure, unless, however, such advertisement has been presented to and received Owner's specific prior written approval.
10. Any religious theme, provided, however, such advertisements (subject to Owner's prior written approval) may depict or make reference to (a) films, videos or other entertainment that contain religious themes that are not rated X nor NC-17 (or any successor thereto), and/or (b) may include text that wishes its patrons "Happy Holidays" or "Merry Christmas and Happy Hanukkah"
11. Any other shopping center or retail project except as specifically agreed to in writing by Owner, or advertisements promoting any competitor of Owner or the Center.
12. Any stores, websites or establishments selling or featuring any of the foregoing materials, or any other advertisement or content which is sexually-oriented, inflammatory, controversial, or obnoxious in nature.



Outlets at Richmond – 95 Freeway Digital Spectacular Opportunities

**Available to Destination Commerce Owners & Tenants,
Including Tenants in the Outlets at Richmond**

Two LED signs, each with a south bound (right hand read) and north bound (left hand read) facing sign, total of 4 screens

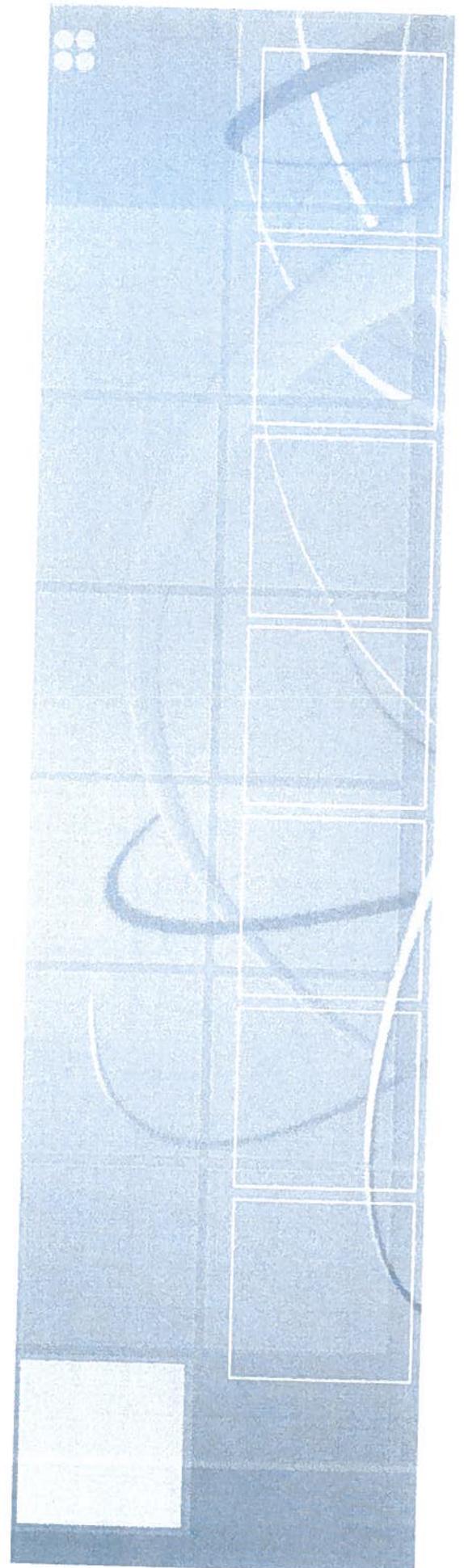
Price Per Screen

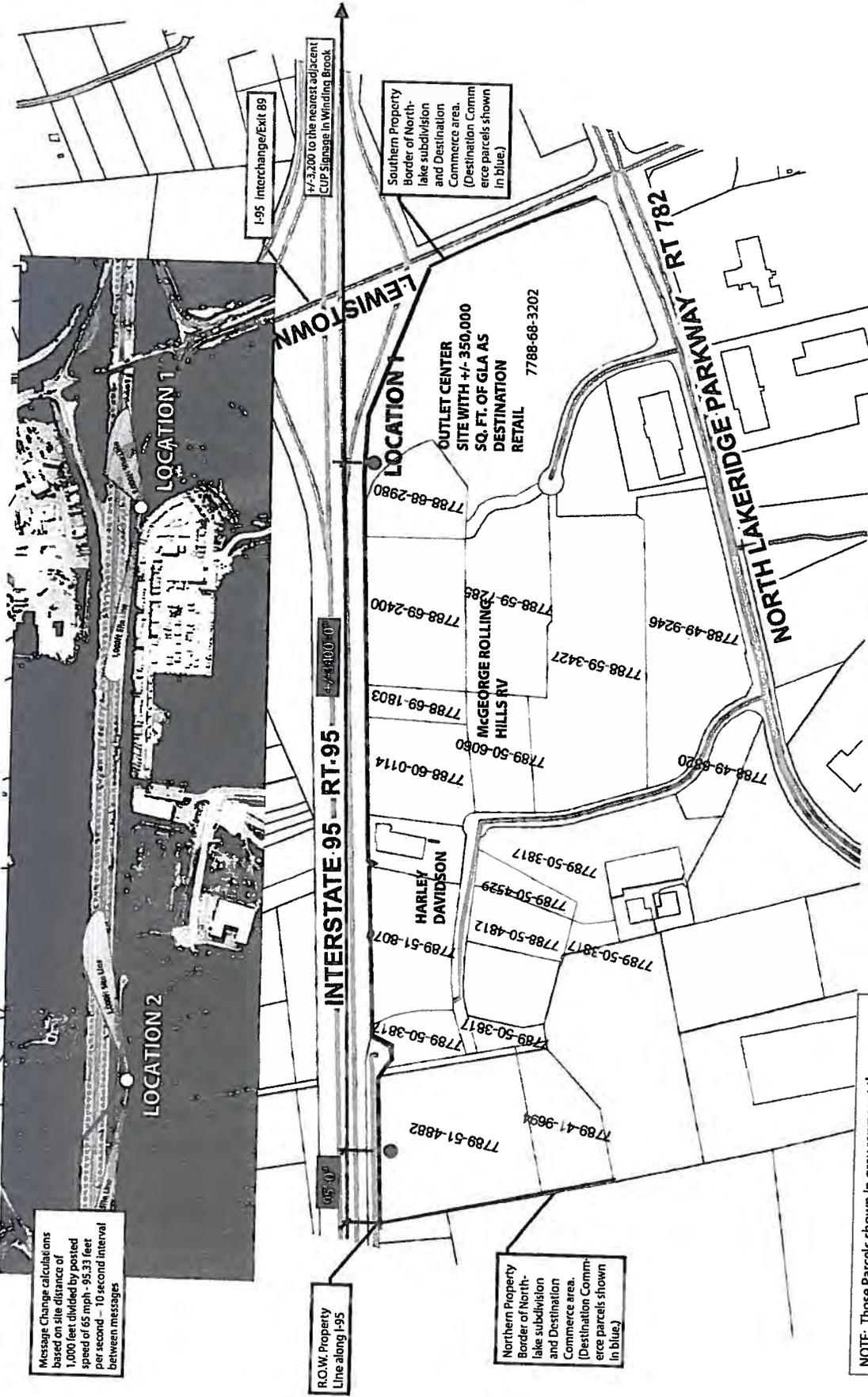
Southbound: \$2,500 net per 4 weeks

Northbound \$2,200 net per 4 weeks

Copy provided at advertiser's expense

- ❖ DEC: 115,000 per day
- ❖ Signs are operational 18 hours/day, 5:00 am – 11 pm
- ❖ Max length of the loop is :80 (8 spots per loop)
- ❖ Spots are :10 in length
- ❖ Spots can be static (.JPG or .PDF)
- ❖ Applicable law permitting, spots may be animated/motion (.mov)
- ❖ Spots are seen 45 times/hour; 810 times/day
- ❖ Each screen approx. 29'H x 24'W (approx 696 sf)
- ❖ Pricing can be adjusted for multiple screens and/or different duration of runs





Message Change calculations based on site distance of 1,000 feet divided by posted speed of 65 mph - 95.33 feet per second - 10 second interval between messages

R.O.W. Property Line along I-95

Northern Property Border of Northlake subdivision and Destination Commerce area. (Destination Commerce parcels shown in blue.)

Southern Property Border of Northlake subdivision and Destination Commerce area. (Destination Commerce parcels shown in blue.)

±7.2,200 to the nearest adjacent CUP Signage in Winding Brook

I-95 Interchange/Exit 89

NOTE: Those Parcels shown in grey represent the Current Destination Commerce Parcels = 107.897 acres.

2014 Studio Progetti, Inc.

Outlets at RICHMOND

A PROJECT OF CRAIG REALTY GROUP



STUDIOPROGETTI architecture & design projects 802 James Road Santa Barbara, CA 93101 805 561 4650

LOCATION 1 SITE PLAN

RECEIVED

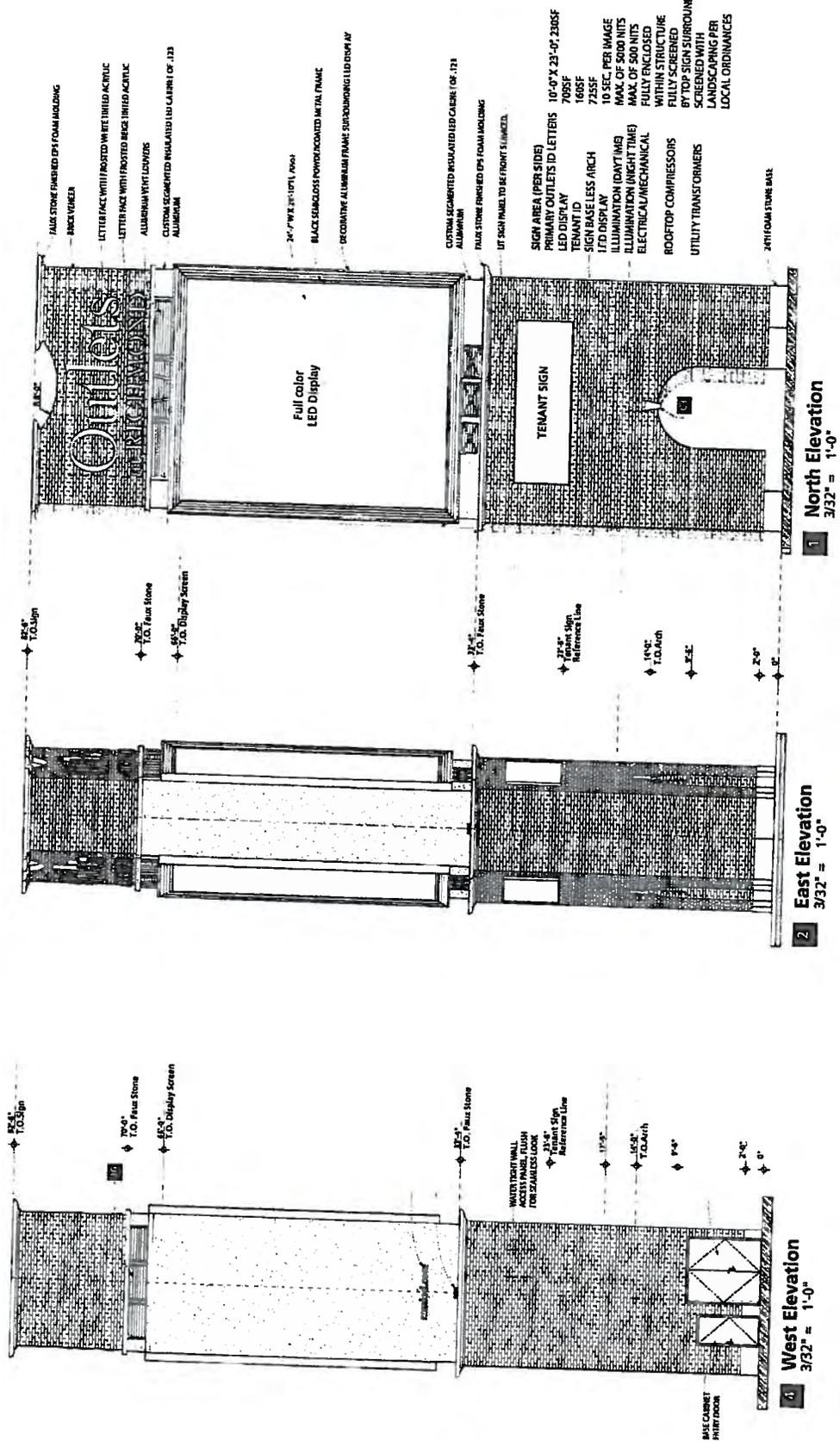
MAY 16 2014

HANOVER COUNTY PLANNING OFFICE

ISSUE DATE: 05/09/14
PAGE: 1

DRAWING: 14-0000-001-001-001
NOT INTENDED FOR CONSTRUCTION

Proposed LED Signage for Northlake Subdivision



- SIGN AREA (PER SIDE)**
PRIMARY OUTLETS ID LETTERS 10'-0" X 23'-0" = 230SF
LED DISPLAY 7095SF
TENANT ID 1605SF
SIGN BASE LESS ARCH 7235SF
LED DISPLAY 10 SEC. PER IMAGE
ILLUMINATION (DAY TIME) MAX. OF 500 NITS
ILLUMINATION (NIGHT TIME) FULLY ENCLOSED ELECTRICAL/MECHANICAL WITHIN STRUCTURE
ROOFTOP COMPRESSORS FULLY SCREENED
UTILITY TRANSFORMERS BY TOP SIGN SURROUND SCREENED WITH LANDSCAPING PER LOCAL ORDINANCES

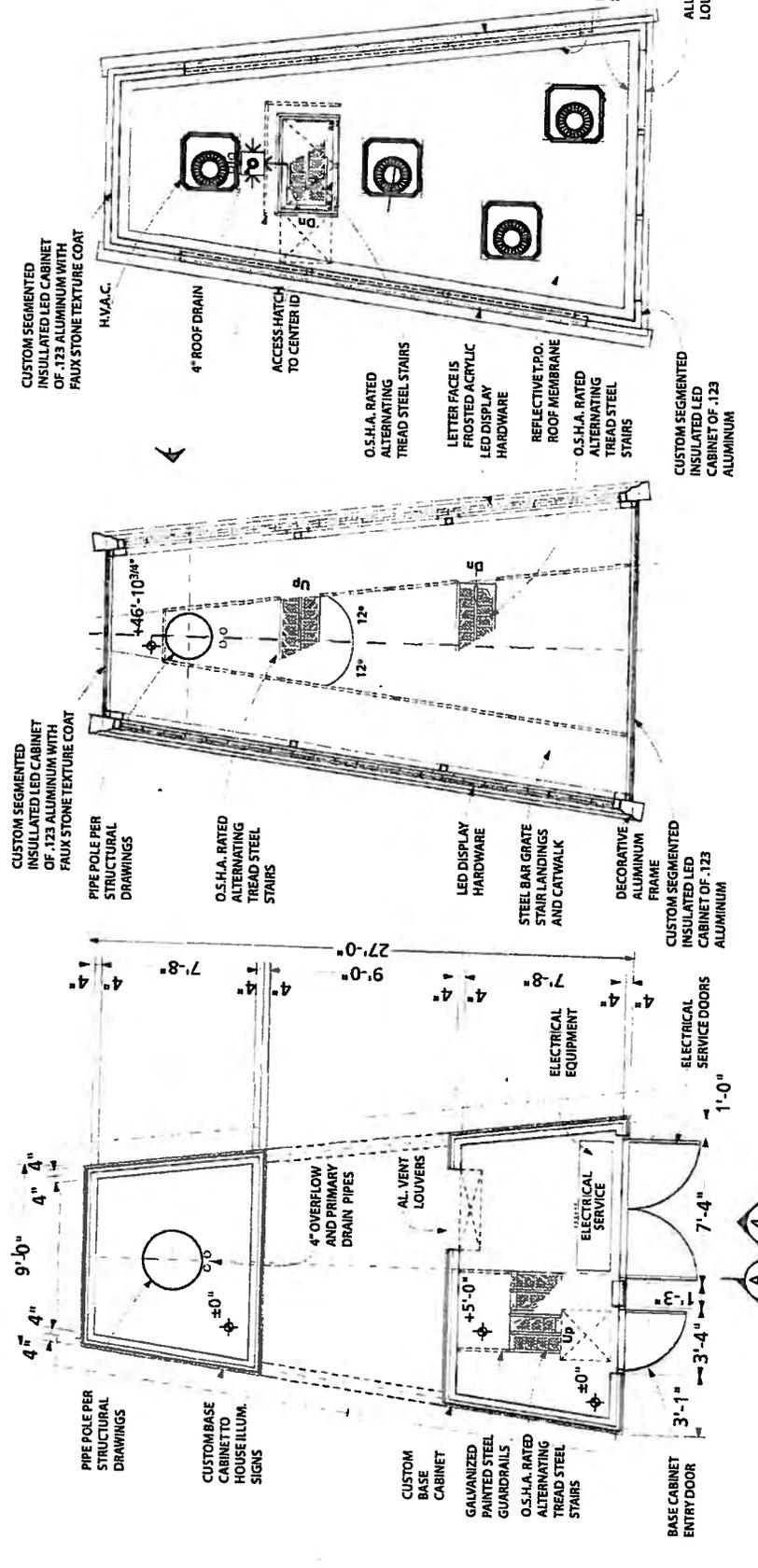
LOCATION 1
SIGN ELEVATIONS
SCALE: 1/8" = 1'-0"

DRAWING FOR DESIGN INTENT ONLY.
NOT INTENDED FOR CONSTRUCTION.

Proposed LED Signage for Northlake Subdivision

SAN JOAQUIN COUNTY
PLANNING CENTER

All the west and north elevations shown herein constitute a final and complete set of drawings for the project and shall not be used or duplicated without the prior written consent of Studio Progetti.
2014 Studio Progetti, Inc.



Base Ground Plan
3/16" = 1'-0"

LED Cabinet Level 2
3/16" = 1'-0"

Roof Level Plan
3/16" = 1'-0"

LOCATION 1
PLAN VIEW
SCALE: 1/8" = 1'-0"

DRAWING FOR DESIGN INTENT ONLY
NOT INTENDED FOR CONSTRUCTION

Proposed LED Signage for Northlake Subdivision

2014 Studio Progetti, Inc.



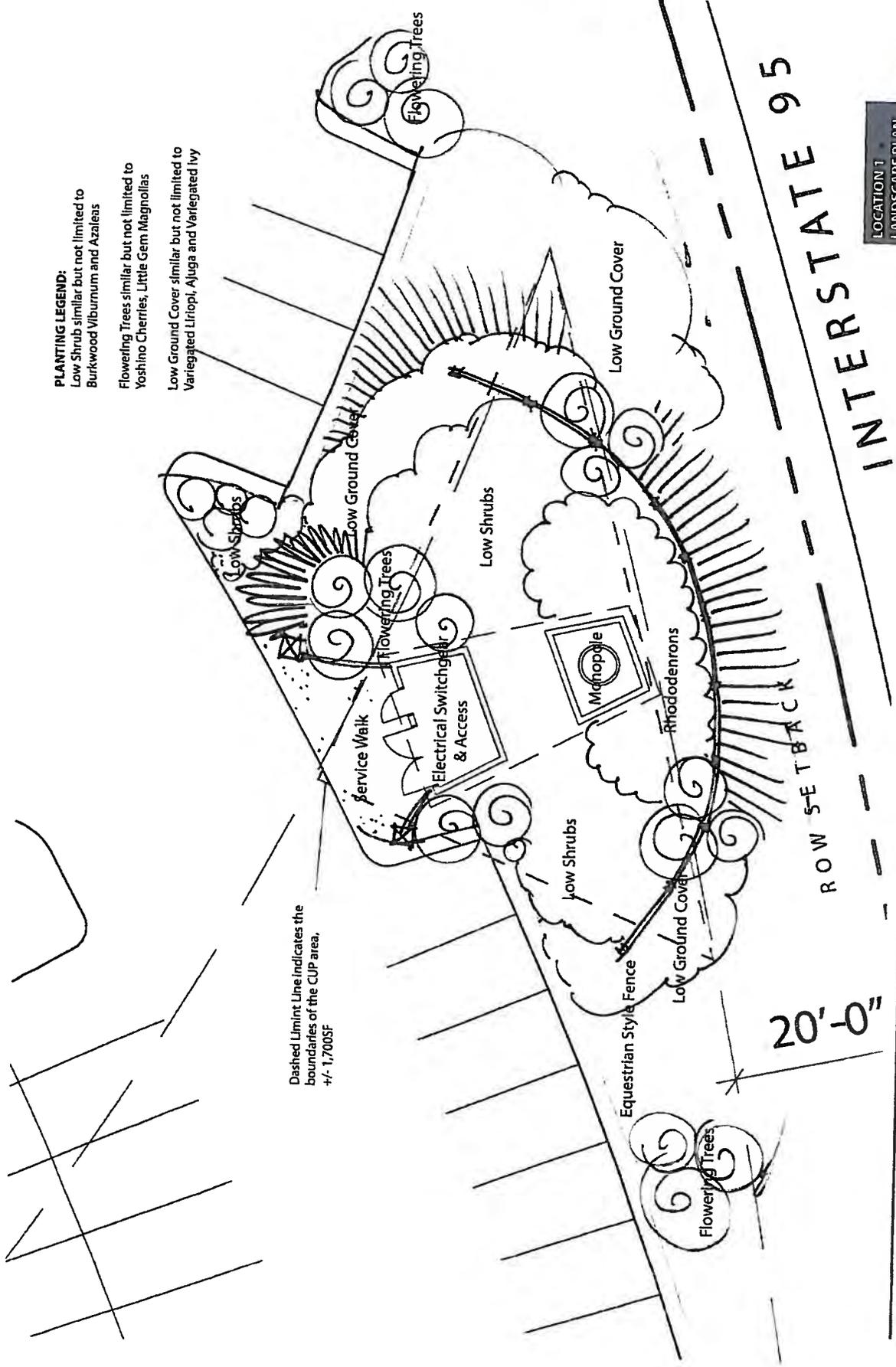


PLANTING LEGEND:

Low Shrub similar but not limited to
Burkwood Viburnum and Azaleas

Flowering Trees similar but not limited to
Yoshino Cherries, Little Gem Magnolias

Low Ground Cover similar but not limited to
Variegated Liriodi, Ajuga and Variegated Ivy



Dashed Limit Line indicates the
boundaries of the CUP area,
+/- 1,700SF

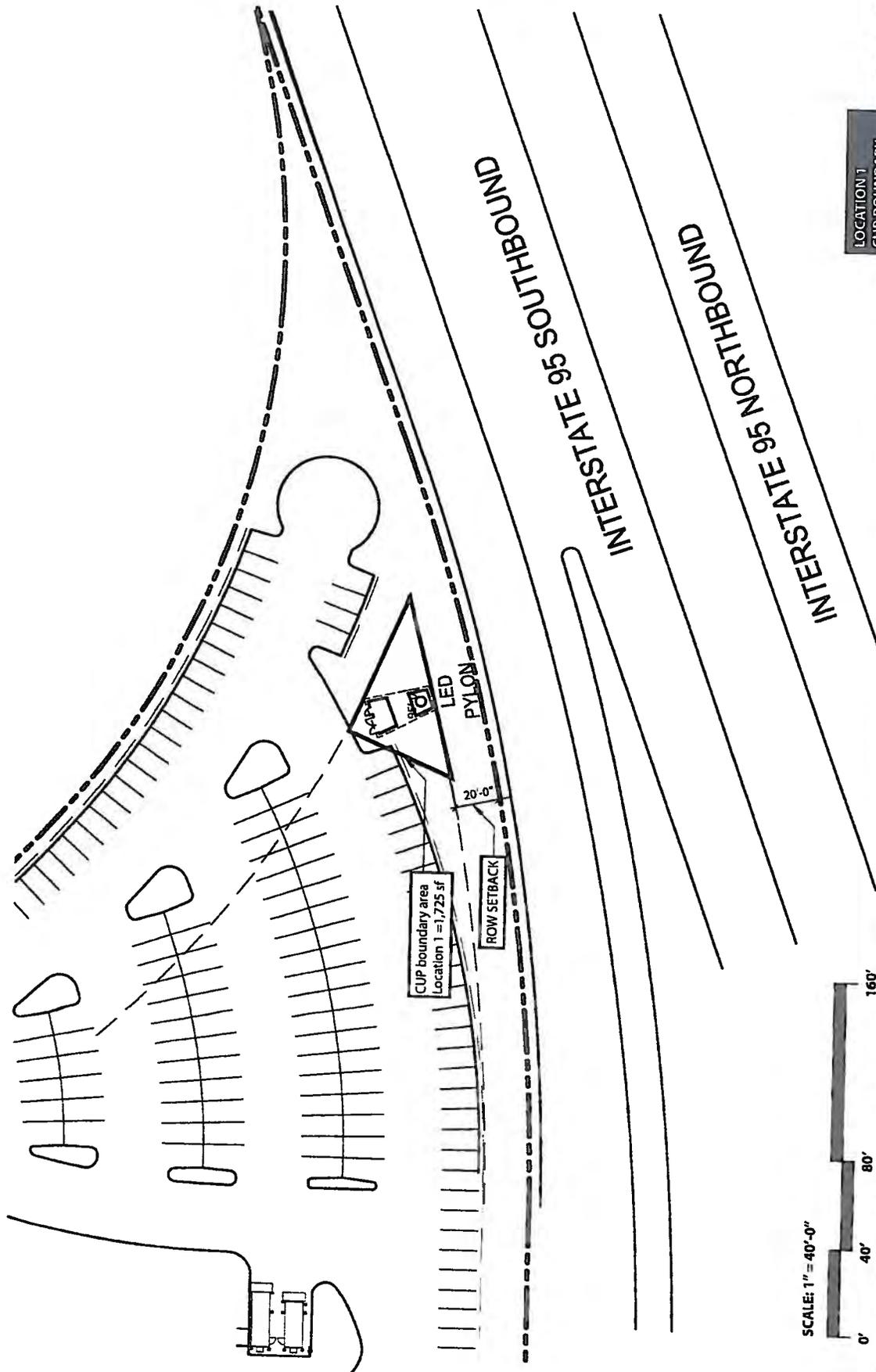
LOCATION 1
LANDSCAPE PLAN
SCALE: 1"=10'-0"

DRAWING FOR PERISH INTENT ONLY
NOT INTENDED FOR CONSTRUCTION

RECEIVED

MAY 16 2014

Proposed LED Signage for Northlake Subdivision



Proposed LED Signage for Northlake Subdivision

SCALE: 1" = 40'-0"

LOCATION 1
CUP BOUNDARY

RECEIVED
DATE: MAY 16 2014
HANOVER COUNTY
PLANNING OFFICE

DNA
MAY 16 2014
MAY 16 2014

2014 Studio Progetti, Inc.

STUDIOPROGETTI
Architecture & design projects
822 Inverna Road Santa Barbara California 93108 805.562.4460

A PROJECT OF
CRAIG REALTY GROUP

Outlets
at RICHMOND

Copy

Prepared by and Return To:
Laura Lee Garrett, Esquire (VSB#31360)
Hirschler Fleischer
The Edgeworth Building
2100 E. Cary Street
Richmond, Virginia 23223

Tax Map Parcels:
GPIN# 7788-50-3817
GPIN 7789-51-4882

DEED OF EASEMENT

THIS DEED OF EASEMENT (this "Easement") is made and entered into this 7th day of May, 2014, by Northlake Land Investments, LLC, a Virginia limited liability company (the "Grantor"), and Craig Realty Group - Richmond, LLC, a Virginia limited liability company (the "Grantee"), and provides as follows:

WITNESSETH

WHEREAS, the Grantor is the owner of a certain parcels of land located in the Northlake Business Park, Hanover County, Virginia, known as "Northlake", as shown on a plat prepared by Jennings Stephenson, P.C., dated November 12, 2012, entitled "Compiled Plat Showing 17.808 Acres Of Land Lying West of Long Road", located in Ashland District, Hanover County, Virginia, attached hereto as Exhibit A and made a part hereof.

WHEREAS, the Grantor desires to convey to the Grantee an easement across a portion of GPIN 7788-50-3817 (In Part) and GPIN 7789-51-4882 as shown on Exhibit A (the "Grantor Property") for the location of the sign structure depicted on Exhibit C attached hereto and incorporated herein (the "Sign").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Easement.** The Grantor hereby grants and conveys to the Grantee, its tenants, successors and assigns, (a) a perpetual, exclusive easement to construct, inspect, possess, use, operate, maintain, repair, alter, relocate, remove, reconstruct, improve and/or replace the Sign within GPIN 7789-51-4882 of the Grantor's Property in the cross-hatched area depicted on the conceptual plan attached as Exhibit B hereto as the "Sign Area"; and (b) a perpetual, non-exclusive easement of ingress and egress to the Sign Area over GPIN 7788-50-3817 (In Part) of the Grantor's Property in the shaded area (without cross-hatching) depicted on Exhibit B hereto as the "Sign Access Area"; the easements set forth in (a) and (b) being collectively referred to herein as the "Easement". The foregoing Easement shall include the right to use, occupy and enjoy the Sign Area and the Sign Access Area for the following purposes:

(i) extending and/or installing utility lines over, under and across the Grantor's Property as determined necessary by the Grantee to provide electric power, water and other utility services to the Sign Area;

(ii) trimming, cutting and removing any trees, shrubs or other obstructions in the Sign Area and/or the Sign Access Area deemed by the Grantee to interfere with its use of the Easement for the purposes stated; and

(iii) installing and maintaining landscaping and fencing around the Sign within the Sign Area.

2. **Grantor's Cooperation and Nondisturbance.** The Grantor shall cooperate in good faith and on a timely basis with the Grantee in every respect in connection with obtaining permits, licenses and/or approvals for the Sign and Sign construction, installation and use. The Grantor shall timely execute, deliver and support all applications and related paperwork needed to obtain all applicable licenses and permits for the Sign, and shall execute easements as needed to install or extend and connect utility services for the Sign. The Grantor agrees not to develop,

operate, use or occupy the Sign Area in a manner that damages or disturbs the Sign and not to plant trees, bushes or shrubs within the Sign Area. The Grantor agrees not to erect any other pylon or shopping center sign on the Grantor's Property or to take any action which would interfere with the use, operation, legal compliance and/or visibility of the Sign.

3. **Maintenance.** Following the exercise of any right granted to the Grantee pursuant to this Easement, the Grantee shall promptly return the Sign Area and the Sign Access Area to its prior condition to the extent that such restoration is reasonably possible, consistent with the Sign and accompanying landscaping and fencing as constructed, improved, repaired or relocated. Effective upon commencement of construction of the Sign, the Grantee shall thereafter be solely responsible for maintaining the Sign Area in a good, clean and sightly condition.

4. **Real Estate Taxes.** In the event that the Hanover County real estate tax assessment on the Grantor's Property increases solely as a result of the installation of the Sign on the Grantor's Property, then the Grantee agrees to reimburse the Grantor for the real estate taxes attributable solely to such increased assessed value.

5. **Covenants to Run with Land.** This Easement shall be binding upon the Grantor, its successors and assigns, in perpetuity, and shall run with the land.

6. **Indemnification.** The Grantee shall hold the Grantor harmless from any liability that the Grantor may incur as a result of the Grantee's installation and operation of the Sign in the exercise of the Grantee's rights granted by this Easement.

7. **Miscellaneous.** This Easement shall be governed by the laws of the Commonwealth of Virginia. If any term of this or any application thereof shall be invalid or unenforceable, the remainder of this Easement and any other applications of such term shall not be affected thereby. This Easement constitutes the entire agreement of the parties hereto with

respect to the subject matter hereof. This Easement may be amended or modified only by an instrument in writing signed by the Grantee and the Grantor. The headings of this Easement are for purposes of reference only and shall not limit or define the meaning hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

Witness the following signatures and seals.

GRANTOR:

NORTHLAKE LAND INVESTMENTS, LLC

a Virginia limited liability company

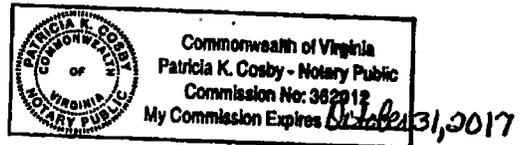
By:  (SEAL)
Gibson M. Wright, Manager

CITY/COUNTY OF Henrico
COMMONWEALTH/STATE OF Virginia.

The foregoing instrument was acknowledged before me this 7th day of May, 2014, by Gibson M. Wright, as Manager of Northlake Land Investments, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: October 31, 2017
Registration #: 362012

Patricia K. Cosby
Notary Public



GRANTEE:

CRAIG REALTY GROUP - RICHMOND, LLC
a Virginia limited liability company

By: Eureka Realty Partners, Inc.
a California corporation
Its: Manager

By: *Steven L. Craig* (SEAL)
Steven L. Craig, President

CITY/COUNTY OF _____
STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Steven L. Craig, as President of Eureka Realty Partners, Inc., as Manager of Craig Realty Group - Richmond, LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: _____
Registration #: _____

Notary Public

SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

ACKNOWLEDGMENT

State of California
County of ORANGE

On MAY 14, 2014 before me, LESLIE ANNE KING, NOTARY
(insert name and title of the officer)

personally appeared STEVEN L. CRAIG
who proved to me on the basis of satisfactory evidence to be the person(☉) whose name(☉) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(☉), and that by his/~~her/their~~ signature(☉) on the instrument the
person(☉), or the entity upon behalf of which the person(☉) acted, executed the instrument.

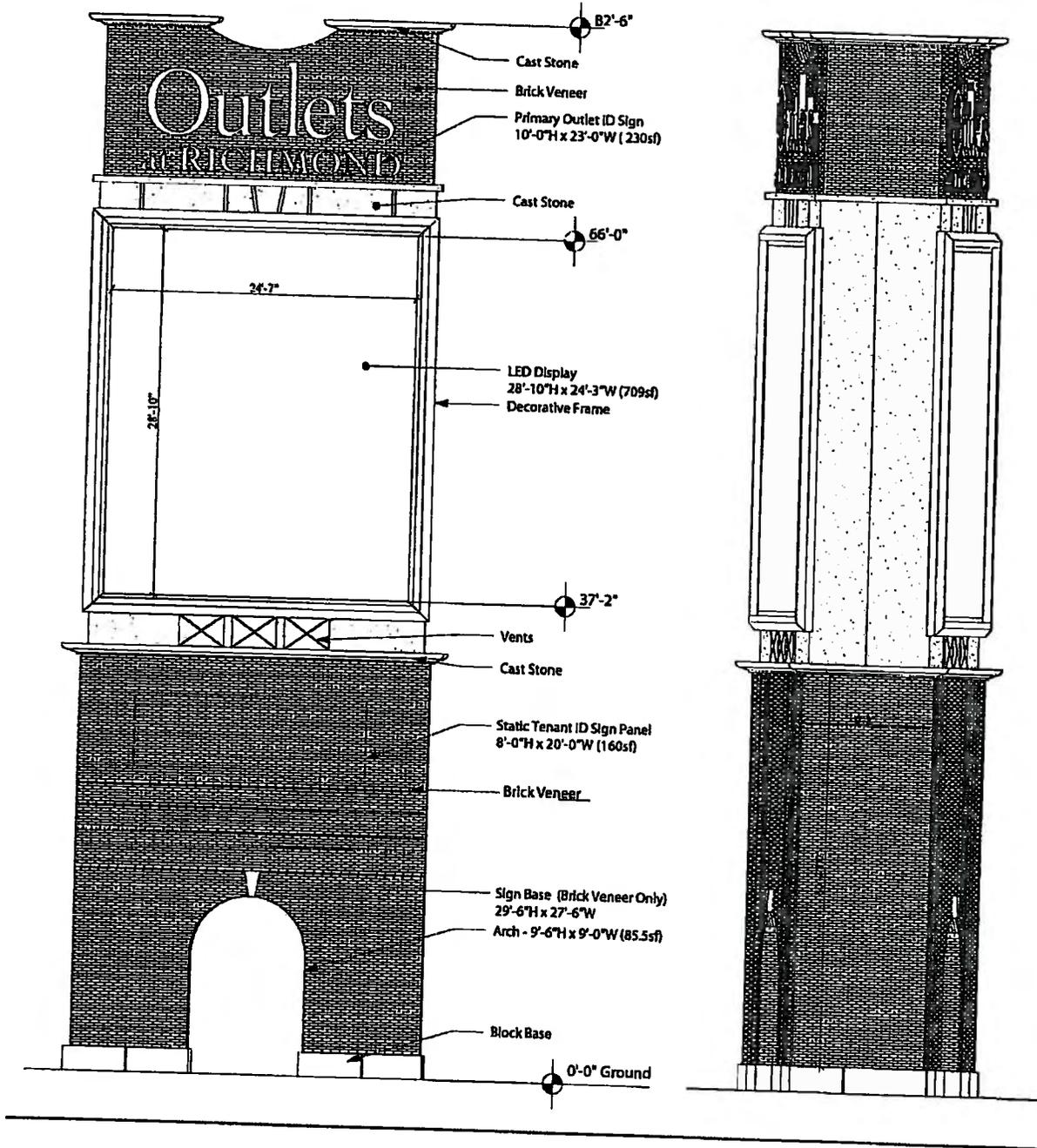
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Exhibit C



5757564-4 038789.00001

NOTIFICATION OF ADJOINING PROPERTY OWNERS, BOARD OF SUPERVISORS, AND PLANNING COMMISSIONERS

Applicant's Statement:

I hereby certify that I have notified all owners of property adjacent to the property, which is the subject of this request as well as the members of the Board of Supervisors and Planning Commission for the magisterial district in which the property is located. Adjacent property includes all property across roadways, watercourses, railroads, and/or municipal boundaries. I further certify that the names and addresses below are those of the adjacent property owners as listed in the tax records of the Commissioner of Revenue of Hanover County.

Applicant's Signature: John L. King

COMMONWEALTH OF VIRGINIA) *SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

COUNTY OF HANOVER) to-wit:
)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name of Applicant).

My commission expires:

Notary Public

Board of Supervisors Representative: Mr. Ed Via, Ashland District

Planning Commission Representative: Claiborne R. Winborne, crwinborne@hanovercounty.gov

List of Adjacent Property Owners:

GPIN	Name	Address
7788-41-9694	Northlake Land Investments	1503 Santa Rosa Road, Suite 103 Richmond, VA 23229
7788-47-2151	COUNTY OF HANOVER	PO BOX 470 HANOVER, VA 2
7788-58-4590	VA IRON & METAL CO., INC	11520 Sun Shade Lane Ashland VA 23005
7788-68-2980	EMAC, LLC	203 RANDOLPH SQUARE LANE Richmond, VA 23233
7788-67-3064	LEWISTOWN COMM. CENTER	227 South Main Street, Suite #300 South Bend, IN 46601
7789-51-8070	RH PROPERTIES, LLC	P O BOX 177 Ashland VA 23005
7789-41-7169	NLD LAND, LC	P O BOX 377 Richmond, VA 23218
7789-51-4130	TOBY'S NORTHLAKE, LLC	12195 Harley Club Drive Ashland VA 23005
7788-58-8148	Dominion Land & Dev. Corp.	1503 Santa Rosa Road, Suite 103 Richmond, VA 23229

ACKNOWLEDGMENT

State of California
County of Orange)

On May 8, 2014 before me, Leslie Anne King, Notary
(insert name and title of the officer)

personally appeared Steven L. Craig
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

