

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT ("Agreement") is dated this ____ day of _____ 2015, by and between the CITY OF COLONIAL HEIGHTS, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the City"), and THE VISITORS OF VIRGINIA STATE UNIVERSITY, a body corporate and institution of higher education of the COMMONWEALTH OF VIRGINIA ("VSU") (collectively, "the Parties").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. Agreement to Convey.

a. Exchange A: The City hereby agrees to convey to VSU, and VSU hereby agrees to accept from the City, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being situated in Chesterfield County, Virginia, containing approximately 1.605 acres, and being more particularly described as "Parcel 2" on Exhibit A, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be sold, transferred, assigned or conveyed by the City to VSU.

The parcel of land described on Exhibit A, together with the buildings and other improvements thereon, if any, and the rights, interests, fixtures, and other properties described above, is collectively called "Premises A" and the transaction referred to as "Exchange A."

b. Exchange B: VSU hereby agrees to convey to the City, and the City hereby agrees to accept from VSU, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being situated in the City of Colonial Heights, Virginia, containing approximately .118 acres, and being more particularly described as "Proposed .118 Acres R/W Dedication" on Exhibit B, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be sold, transferred, assigned or conveyed by VSU to the City.

The parcel of land described on Exhibit B, together with the buildings and other improvements thereon, if any, and the rights, interests, and other properties described above, is collectively called "Premises B" and the transaction referred to as "Exchange B."

2. Consideration.

a. Exchange of the Premises. Premises A will be exchanged for Premises B and the payment by VSU to the City of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) (the "Additional Consideration"), less any deductions herein authorized, which payment shall be by cash, wire transfer or check from VSU, delivered to the Settlement Agent (hereinafter defined) at Settlement (hereinafter defined), with disbursement to the City upon recordation of the Deed of Exchange.

b. Retention and Grant of Easements. The City shall reserve on Premises A, and VSU shall grant to the City over Premises A, as applicable, such drainage and access easements as are shown on Exhibits C and D, attached hereto and made a part hereof. Such easements shall be upon terms agreeable to VSU and the City and shall be contained in the appropriate deeds.

c. Improvements by VSU. Subject to the receipt of all necessary approvals, VSU shall make the following improvements identified on Exhibit E hereto and made a part hereof:

- (i) construct a 5' wide landscaped berm consisting of densely planted shrubs and groundcover/perennials;
- (ii) install a decorative iron fence;
- (iii) widen Martin Luther King Drive to provide a new right turn lane onto Dupuy Avenue and taper and/or widen Martin Luther King Drive to establish a uniform lane width on Martin Luther King Drive;
- (iv) install a historic-interpretive sign to identify the site as the location of an historic railroad bed and as the location of an interactive kiosk located inside the Gateway Residence Hall building;
- (v) install a decorative sign to define the junction between VSU and the City with welcome language from both VSU and the City; and
- (vi) construct a parking lot with approximately 184 parking spaces.

Notwithstanding the foregoing, agencies, departments and institutions of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly. If any session of the Virginia General Assembly fails to appropriate funds for the improvements to be made by VSU under this subsection (c), then all obligations of VSU under this subsection (c) shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

d. Improvements by the City. Subject to the receipt of all necessary approvals, the City shall make the improvements to Dupuy Avenue known as the Dupuy Avenue Modernization Project, attached as Exhibit F attached hereto and made a part hereof. Notwithstanding the foregoing, the City cannot expend funds unless authorized by the City Council. If any session of the City Council fails to approve the Dupuy Avenue Modernization Project and the funding therefor, then all obligations of the City under this subsection (d) shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

3. Environmental Matters.

a. Exchange A: The City warrants and represents that to the best of the City's knowledge, information and belief, there have never been, nor are there now, any underground storage tanks on Premises A; nor has there been any activity on Premises A which has been conducted or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits and common law requirements concerning (1) handling of any toxic or hazardous substances, (2) discharges of toxic or hazardous substances to the air, soil, surface water or groundwater, and (3) storage, treatment or disposal of any toxic or hazardous substances at or connected with any activity on Premises A; nor is there any contamination present on or in Premises A; nor is there any of the following present on or in Premises A: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in Premises A or arising from Premises A, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. §9601(14), as amended, and of "regulated substance" at 42 U.S.C. §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any environmental law of the United States or the Commonwealth of Virginia.

b. Exchange B: Except as set forth in that certain environmental site assessment entitled "Phase I ESA Report of Wilkins Tree Service," dated September 24, 2008, and prepared by EarthNet LLC, a copy of which the City acknowledges receipt, VSU warrants and represents that to the best of VSU's knowledge, information and belief, there have never been, nor are there now, any underground storage tanks on Premises B; nor has there been any activity on Premises B which has been conducted or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits and common law requirements concerning (1) handling of any toxic or hazardous substances, (2) discharges of toxic or hazardous substances to the air, soil, surface water or groundwater, and (3) storage, treatment or disposal of any toxic or hazardous substances at or connected with any activity on Premises B; nor is there any contamination present on or in Premises B; nor is there any of the following present on or in Premises B: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in Premises B or arising from Premises B, which may require remediation under any applicable law.

4. Plans, Engineering, Title Examination and Records; Warranties.

a. Exchange A: The City agrees to provide to VSU, at no cost, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting the Premises, all title examination records, and a copy of the title insurance policy issued when the City acquired Premises A, as well as any other records relating to Premises A.

b. Exchange B: VSU agrees to provide to the City, at cost to the City, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting Premises B, all title examination records, and a copy of the title insurance policy issued when VSU acquired Premises B, as well as any other records relating to Premises B.

5. Ownership; Leases

a. Exchange A: The City warrants and represents that it is the sole fee simple owner of Premises A and has all necessary authority to sell Premises A; there are no other contracts for sale or options involving Premises A; no other party has any right, title or interest in Premises A; and there are no oral or written leases affecting or relating to Premises A. Between the date the City executes this Agreement and Settlement, the City shall not subject Premises A to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting Premises A, without the written consent of VSU.

b. Exchange B: VSU warrants and represents that it is the sole fee simple owner of Premises B and has all necessary authority to sell Premises B; there are no other contracts for sale or options involving Premises B; no other party has any right, title or interest in Premises B; and there are no oral or written leases affecting or relating to Premises B. Between the date VSU executes this Agreement and Settlement, VSU shall not subject Premises B to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise

affecting Premises B, without the written consent of the City.

6. Zoning and Regulations; Condemnation

a. Exchange A: The City represents that Premises A is zoned R-7 Residential, as defined by the Chesterfield County Planning and Zoning Ordinance; there are no eminent domain or condemnation proceedings pending against Premises A, and the City has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted; and the City has no knowledge of any federal, state, county or municipal zoning or other restrictions, rules, or regulations that will prevent the utilization of Premises A for the purposes of residential use.

b. Exchange B: VSU represents that Premises B is zoned RL, Low Density Residential, as defined by the City of Colonial Heights Zoning Ordinance; there are no eminent domain or condemnation proceedings pending against Premises B, and VSU has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted; and VSU has no knowledge of any federal, state, county or municipal zoning or other restrictions, rules, or regulations that will prevent the utilization of Premises B for the purposes of residential use.

7. Actions or Suits.

a. Exchange A: The City warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the City, threatened against the City in connection with Premises A, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting Premises A.

b. Exchange B: VSU warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of VSU, threatened against VSU in connection with Premises B, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting Premises B.

8. Proffers and Commitments.

a. Exchange A: The City represents there has not been made and will not be made, without VSU's consent, any proffers or other commitments relating to Premises A, which would impose any obligation on VSU or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off Premises A.

b. Exchange B: VSU represents there has not been made and will not be made, without the City's consent, any proffers or other commitments relating to Premises B, which would impose any obligation on the City or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off Premises B.

9. Other Agreements.

a. Exchange A: The City warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the

terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which the City is a party or by which it or Premises A is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to the City.

b. Exchange B: VSU warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which VSU is a party or by which it or Premises B is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to VSU.

10. Other Adverse Facts.

a. Exchange A: The City knows of no materially adverse fact, affecting or threatening to affect Premises A which has not been disclosed to VSU in writing. Between the date the City executes this Agreement and Settlement, the City will notify VSU in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by VSU in writing, in its sole discretion, each of the warranties or representations made in this Agreement by the City shall be true and correct as of the date of Settlement.

b. Exchange B: VSU knows of no materially adverse fact, affecting or threatening to affect Premises B which has not been disclosed to the City in writing. Between the date VSU executes this Agreement and Settlement, VSU will notify the City in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by the City in writing, in its sole discretion, each of the warranties or representations made in this Agreement by VSU shall be true and correct as of the date of Settlement.

11. Settlement; Settlement Agent.

Settlement and delivery of possession shall be ten (10) business days after the expiration of the later of (i) the VSU Study Period or (ii) the City Study Period, or as soon thereafter as practicable, allowing a reasonable time for preparation and approval of documents and correction of defects reported as a result of a title examination, survey or inspections of the Premises ("Settlement"). Preferred Title & Settlement Services, Inc. shall serve as settlement agent (the "Settlement Agent"). Settlement shall be held at the offices of the Settlement Agent, or at such other place as the parties may agree. VSU shall pay the settlement fee of the Settlement Agent and the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises A, and any legal, engineering or surveying costs incurred directly by VSU. The City shall pay the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises B, and any legal, engineering or surveying costs incurred directly by the City. Notwithstanding anything to the contrary herein, one Deed of Exchange may be used for all of the conveyances herein contemplated, subject to the approval of the provisions thereof by legal counsel for both parties.

a. Exchange A. The City agrees to deliver to VSU or Settlement Agent the following at or prior to Settlement:

- (i) A deed, fully executed by the City, conveying by special warranty Premises A in

fee simple to VSU, in a form satisfactory to VSU;

- (ii) An affidavit, on a form acceptable to VSU or VSU's title insurance company, signed by the City, that no labor or materials have been furnished to Premises A within the statutory period for the filing of mechanics' or materialmen's liens against Premises A, or if labor or materials have been furnished during the statutory period, an affidavit that the costs thereof have been paid in full and no other persons or entities have the right of possession of Premises A;
- (iii) Any affidavit or forms required by the Internal Revenue Service or the Virginia Department of Taxation to report this transaction and/or to exempt the City from any withholding requirements under applicable law;
- (iv) A signed closing or settlement statement prepared or approved by Settlement Agent; and
- (v) Any other documents reasonably required by Settlement Agent or VSU.

b. Exchange B. VSU agrees to deliver to the City or Settlement Agent the following at or prior to Settlement:

- (i) A deed, fully executed by VSU, conveying by special warranty Premises B in fee simple to the City, in a form satisfactory to the City;
- (ii) The Additional Consideration;
- (iii) Any Deeds of Easement;
- (iv) An affidavit, on a form acceptable to the City or the City's title insurance company, signed by VSU, that no labor or materials have been furnished to Premises B within the statutory period for the filing of mechanics' or materialmen's liens against Premises B, or if labor or materials have been furnished during the statutory period, an affidavit that the costs thereof have been paid in full and no other persons or entities have the right of possession of Premises B;
- (v) Any affidavit or forms required by the Internal Revenue Service or the Virginia Department of Taxation to report this transaction and/or to exempt VSU from any withholding requirements under applicable law;
- (vi) A signed closing or settlement statement prepared or approved by Settlement Agent; and
- (vii) Any other documents reasonably required by Settlement Agent or the City.

12. Title.

a. Exchange A:

- (i) Premises A shall be sold free from all mortgages, deeds of trust, liens, security interests and other encumbrances. Title shall be good, marketable and insurable, without

exception, at regular rates by a title insurance company of VSU's choice, subject, however, to those covenants, easements, conditions and restrictions of record as of the date the City executes this Agreement constituting constructive notice in the chain of title to Premises A which have not expired by a time limitation contained therein or otherwise become ineffective and that do not, in VSU's sole opinion, materially adversely affect the use and enjoyment of Premises A by VSU.

(ii) If the City is unable because of any defect in title to deliver acceptable title as aforesaid at Settlement and VSU is unwilling to waive such defect, VSU may either (i) request the City to correct the defect if same can be done within a reasonable time not to exceed thirty (30) days from the date of the City's receipt of notice of the defect, or (ii) immediately terminate this Agreement. If the City is unwilling or unable or fails to timely remedy the defect, VSU may immediately terminate this Agreement upon written notice to the City, and no party shall have any further liability hereunder.

b. Exchange B:

(i) Premises B shall be sold free from all mortgages, deeds of trust, liens, security interests and other encumbrances. Title shall be good, marketable and insurable, without exception, at regular rates by a title insurance company of the City's choice, subject, however, to those covenants, easements, conditions and restrictions of record as of the date VSU executes this Agreement constituting constructive notice in the chain of title to Premises B which have not expired by a time limitation contained therein or otherwise become ineffective and that do not, in the City's sole opinion, materially adversely affect the use and enjoyment of Premises B by the City. Without affecting the foregoing requirements, the City may elect not to obtain title insurance.

(ii) If VSU is unable because of any defect in title to deliver acceptable title as aforesaid at Settlement and the City is unwilling to waive such defect, the City may either (i) request VSU to correct the defect if same can be done within a reasonable time not to exceed thirty (30) days from the date of VSU's receipt of notice of the defect, or (ii) immediately terminate this Agreement. If VSU is unwilling or unable or fails to timely remedy the defect, the City may immediately terminate this Agreement upon written notice to VSU, and no party shall have any further liability hereunder.

13. Risk of Loss.

a. Exchange A: All risk of loss or damage to Premises A shall be borne by the City until Settlement. However, in the event of any loss of or damage to Premises A, or any part thereof, prior to Settlement, VSU shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement as required hereunder, conditioned upon the City assigning all its interest in insurance or other payments for loss or damage to Premises A. In the event of condemnation or threat of condemnation of any part of Premises A prior to Settlement, VSU shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to VSU at Settlement.

b. Exchange B: All risk of loss or damage to Premises B shall be borne by VSU until Settlement. However, in the event of any loss of or damage to Premises B, or any part thereof, prior to Settlement, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement as required hereunder, conditioned upon VSU assigning

all its interest in insurance or other payments for loss or damage to Premises B. In the event of condemnation or threat of condemnation of any part of Premises B prior to Settlement, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to the City at Settlement.

14. Inspections.

a. Exchange A:

(i) The City shall give to VSU and its designated agents and representatives full access to Premises A during normal business hours throughout the VSU Study Period as defined in Paragraph 14a.(ii), including the right, at VSU's own risk to cause its agents or representatives to enter upon Premises A for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as VSU may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event it does not purchase Premises A, VSU shall, at its expense, restore Premises A to its prior condition to the extent of any changes made by its agents or representatives. The City shall furnish to VSU during the VSU Study Period all information concerning Premises A which VSU may reasonably request and which is in the possession of the City.

(ii) VSU shall have thirty (30) days from the Effective Date, or the date on which all information and data and the copies of all documents to be provided hereunder are in fact provided to VSU by the City, whichever occurs last ("VSU Study Period"), to complete the studies described in Paragraph 14a.(i) and to determine in its sole discretion that the condition of Premises A is satisfactory for the intended use of VSU. In the event that VSU is not so satisfied for any reason whatsoever at any time prior to the expiration of the VSU Study Period, VSU shall advise the City in writing of its intention not to proceed to Settlement under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder.

(iii) Nothing in this Agreement shall bar the Commonwealth of Virginia or any agency thereof from enforcing any applicable laws or regulations if contamination by toxic or hazardous substances is discovered on Premises A.

b. Exchange B:

(i) VSU shall give to the City and its designated agents and representatives full access to Premises B during normal business hours throughout the City Study Period as defined in Paragraph 14b.(ii), including the right, at the City's own risk to cause its agents or representatives to enter upon Premises B for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as the City may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event it does not purchase Premises B, the City shall, at its expense, restore Premises B to its prior condition to the extent of any changes made by its agents or

representatives. VSU shall furnish to the City during the City Study Period all information concerning Premises B which the City may reasonably request and which is in the possession of VSU.

(ii) The City shall have thirty (30) days from the Effective Date, or the date on which all information and data and the copies of all documents to be provided hereunder are in fact provided to the City by VSU, whichever occurs last ("City Study Period"), to complete the studies described in Paragraph 14b.(i) and to determine in its sole discretion that the condition of Premises B is satisfactory for the intended use of the City. In the event that the City is not so satisfied for any reason whatsoever at any time prior to the expiration of the City Study Period, the City shall advise VSU in writing of its intention not to proceed to Settlement under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder.

15. Default.

In the event of any default, the non-defaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other party. The election to terminate this Agreement under the terms hereof shall not constitute a default. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of VSU or the Commonwealth of Virginia or the City.

16. Brokerage.

Each party represents to the other that it has not engaged the services of any real estate broker or agent in connection with Premises A or B and/or this Agreement.

17. Prior Agreements; Merger.

This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them with respect to Exchange A and Exchange B. No representations, warranties, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

18. Miscellaneous.

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations and terms of this Agreement shall survive execution and recordation of the respective deeds and shall be incorporated into the deed by reference.

19. Notices.

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to VSU:

Virginia State University
Attn: AVP for Capital Outlay and Facilities
2961 Myster Mackin Street
South Chesterfield, Virginia 23806

With a copy to:

Virginia State University
Attn: University General Counsel
University Counsel's Office
1 Hayden Drive
South Chesterfield, Virginia 23806

If to the City:

City of Colonial Heights
Attn: City Manager
201 James Avenue
Colonial Heights, Virginia 23834

With a copy to:

City of Colonial Heights
Attn: City Attorney
201 James Avenue
Colonial Heights, Virginia 23834

or to such other persons or addresses as the parties may hereafter direct by written notice. Notices, except those hand delivered, shall be deemed delivered two (2) days after being deposited with the United States Postal Service. Hand delivered notices shall be deemed delivered upon actual delivery to the person noted above.

20. Governing Law.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

21. Execution and Delivery of Agreement.

a. The date upon which this Agreement shall be finally executed by the City and by the authorized representative of VSU (with the approval described in Paragraph 21b) shall be the effective date ("Effective Date") hereof.

b. Notwithstanding the foregoing, this Agreement shall be effective and binding upon VSU only upon approval by the Director, Department of General Services, pursuant to Chapter 2 (*Fee Acquisition*) of the Department of General Services Real Property Management Manual.

c. Settlement under this Agreement, and the acceptance of delivery and recordation of the Deed of Exchange, shall be expressly subject to and contingent upon the final written approval of

the Governor of Virginia or his designee, which shall be appended to and recorded with the Deed of Exchange, and which final approval is required by Virginia Code §2.2-1149 and §2.2-1150. VSU may immediately terminate this Agreement upon the decision of the Governor not to give final written approval of the Deed of Exchange.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

THE CITY: CITY OF COLONIAL HEIGHTS, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____
Thomas L. Mattis
Title: City Manager
Date: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged before me this _____ day of _____ 2015, by Thomas L. Mattis, as City Manager, on behalf of the City of Colonial Heights.

My commission expires: _____

Registration number: _____

Notary Public

VSU: VIRGINIA STATE UNIVERSITY

By: _____
David J. Meadows
Title: Vice President of Administration and Finance and Chief
Financial Officer
Date: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged before me this _____ day of _____ 2015, by David J. Meadows, as Vice President of Administration and Finance and Chief Financial Officer, on behalf of the Visitors of Virginia State University.

My commission expires: _____

Registration Number: _____

Notary Public

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Hugh P. Fisher, III
City Attorney

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

By: _____
James A. Fiorelli
Assistant Attorney General

Approved by the Department of General Services

Pursuant to the provisions of Chapter 2 (*Fee Acquisition*) of the Department of General Services Real Property Management Manual, I hereby approve this Agreement.

Director, Department of General Services

Date

EXHIBIT B

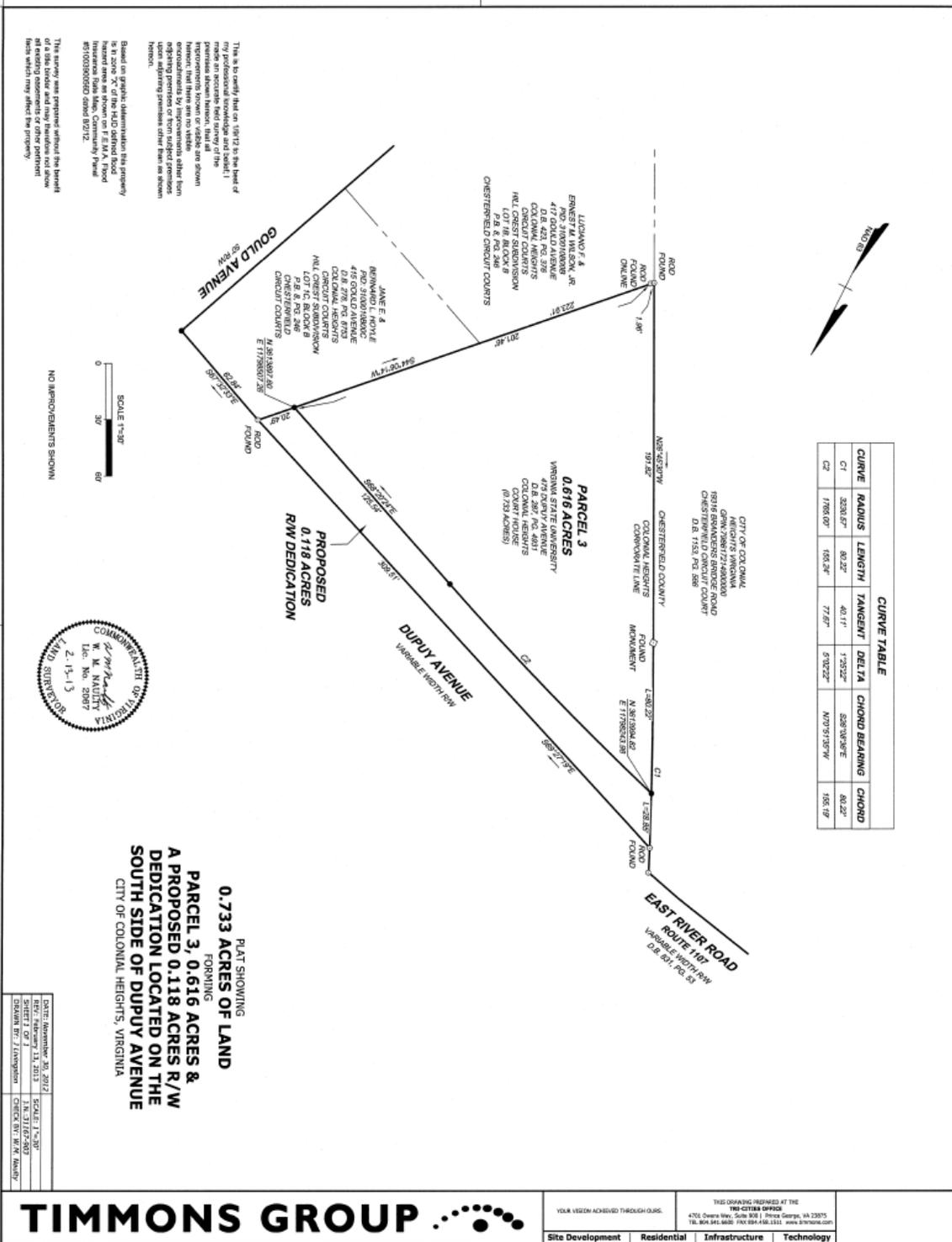
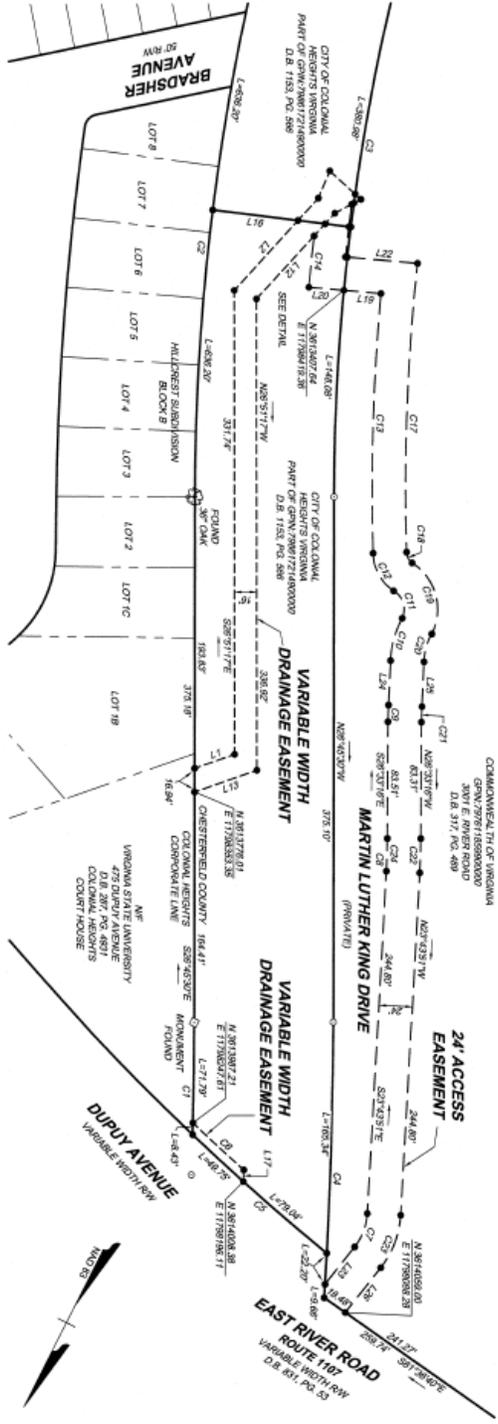


EXHIBIT C



| CURVE | RADIUS | LENGTH | TANGENT | DELTA | CHORD BEARING | CHORD |
|-------|----------|---------|---------|------------|---------------|---------|
| C1 | 320.57' | 80.22' | 40.11' | 179.52° | S29°00'30"E | 80.22' |
| C2 | 165.50' | 68.50' | 32.15' | 217.53° | N15°50'30"W | 68.50' |
| C3 | 158.00' | 68.44' | 30.23' | 217.53° | N15°50'31"W | 68.44' |
| C4 | 330.07' | 97.19' | 98.83' | 373.52° | S25°03'44"E | 197.17' |
| C5 | 178.00' | 108.80' | 64.43' | 470.52° | N07°28'12"W | 108.77' |
| C6 | 1294.07' | 48.87' | 24.94' | 272.54° | N79°02'30"W | 48.87' |
| C7 | 42.00' | 20.94' | 13.40' | 307.52° | S87°02'17"E | 20.93' |
| C8 | 504.00' | 23.37' | 11.69' | 274.00° | S25°04'11"E | 23.37' |
| C9 | 524.00' | 11.86' | 5.89' | 177.48° | N24°49'00"W | 11.86' |
| C10 | 86.47' | 31.60' | 16.14' | 277.17° | N11°12'17"W | 31.37' |
| C11 | 14.12' | 22.82' | 13.84' | 89°22'02" | S44°31'25"E | 24.50' |
| C12 | 34.00' | 31.80' | 17.23' | 334.43° | N25°20'29"W | 30.74' |
| C13 | 157.00' | 165.84' | 91.10' | 67.50° | N25°03'43"W | 165.87' |
| C14 | 1693.00' | 37.05' | 18.52' | 179.50° | N25°05'50"W | 37.05' |
| C15 | 1585.00' | 16.20' | 8.10' | 0°30'58" | N19°41'29"W | 16.20' |
| C16 | 1695.00' | 21.81' | 10.80' | 0°47'48" | N20°22'42"W | 21.81' |
| C17 | 1532.89' | 207.69' | 103.79' | 77.44° | N24°38'47"W | 208.83' |
| C18 | 16.00' | 8.89' | 4.73' | 50°46'27" | N25°55'50"W | 8.57' |
| C19 | 38.12' | 57.94' | 36.79' | 84°51'53" | S47°10'08"E | 52.79' |
| C20 | 42.47' | 20.89' | 10.79' | 287°16'10" | N17°03'44"W | 20.74' |
| C21 | 500.00' | 11.09' | 5.50' | 176°15' | N24°40'13"W | 11.09' |
| C22 | 524.00' | 24.52' | 12.26' | 270°52" | S26°01'17"E | 24.52' |
| C23 | 68.00' | 40.79' | 21.45' | 387°22'39" | S20°02'29"E | 40.71' |
| C24 | 500.00' | 23.37' | 11.69' | 274.00° | S25°04'11"E | 23.37' |

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | S44°31'25"E | 30.35' |
| L2 | S15°50'31"W | 67.62' |
| L3 | S15°50'31"W | 21.62' |
| L4 | S47°02'22"E | 21.10' |
| L5 | N27°21'09"W | 24.20' |
| L6 | N27°21'09"W | 6.88' |
| L7 | N25°18'50"E | 5.98' |
| L8 | N25°18'50"E | 1.84' |
| L9 | N25°18'50"E | 13.69' |
| L10 | N15°38'17"E | 10.25' |
| L11 | N15°38'17"E | 11.22' |
| L12 | N15°38'17"E | 61.85' |
| L13 | N47°04'27"E | 47.31' |
| L14 | N20°14'09"E | 17.15' |
| L15 | N20°14'09"E | 18.63' |
| L16 | N20°14'09"E | 61.79' |
| L17 | N25°02'17"W | 8.94' |
| L18 | N20°14'09"E | 1.44' |
| L19 | N68°21'35"E | 26.75' |
| L20 | N68°21'35"E | 26.25' |
| L21 | S68°21'35"W | 1.83' |
| L22 | S68°21'35"W | 60.68' |
| L23 | S11°39'03"W | 34.62' |
| L24 | S24°10'09"E | 33.84' |
| L25 | N24°10'09"E | 32.00' |
| L26 | N11°39'03"E | 46.87' |

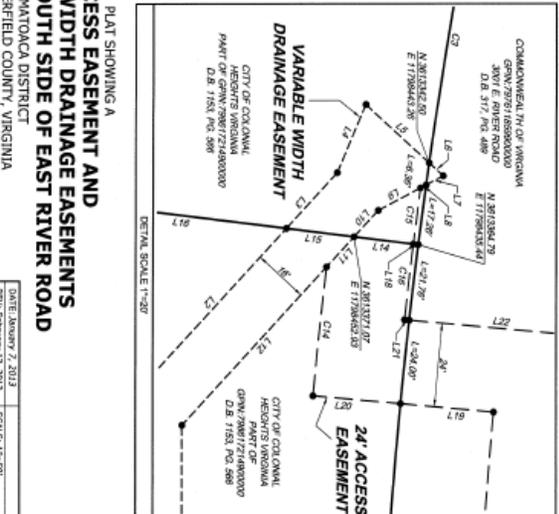
SCALE 1"=60'

NO IMPROVEMENTS SHOWN

This survey was prepared without the benefit of a title search and may therefore not show all existing easements or other pertinent facts which may affect the property.

Based on graphic determination this property is in zone "C" of the 311-D defined flood hazard area as shown on F.E.M.A. Flood Hazard Map (1981) Sheet 10190.

COMMONWEALTH OF VIRGINIA
 W. M. KNUDLY
 L.P. No. 2007
 Z-1-13
 2400 SHELBY STREET
 LANSING, VIRGINIA



DATE: JANUARY 7, 2013
 SHEET: 15 OF 20
 DRAWN BY: J. LUDWIGSON
 CHECK BY: W. M. KNUDLY

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS

THIS DRAWING PREPARED AT THE
 180-CSTB OFFICE
 4505 Cowles Way, Suite 100 | Prince George, VA 22975
 TEL: 800.943.8650 FAX: 804.498.1311 www.timmons.com

Site Development Residential Infrastructure Technology

EXHIBIT D

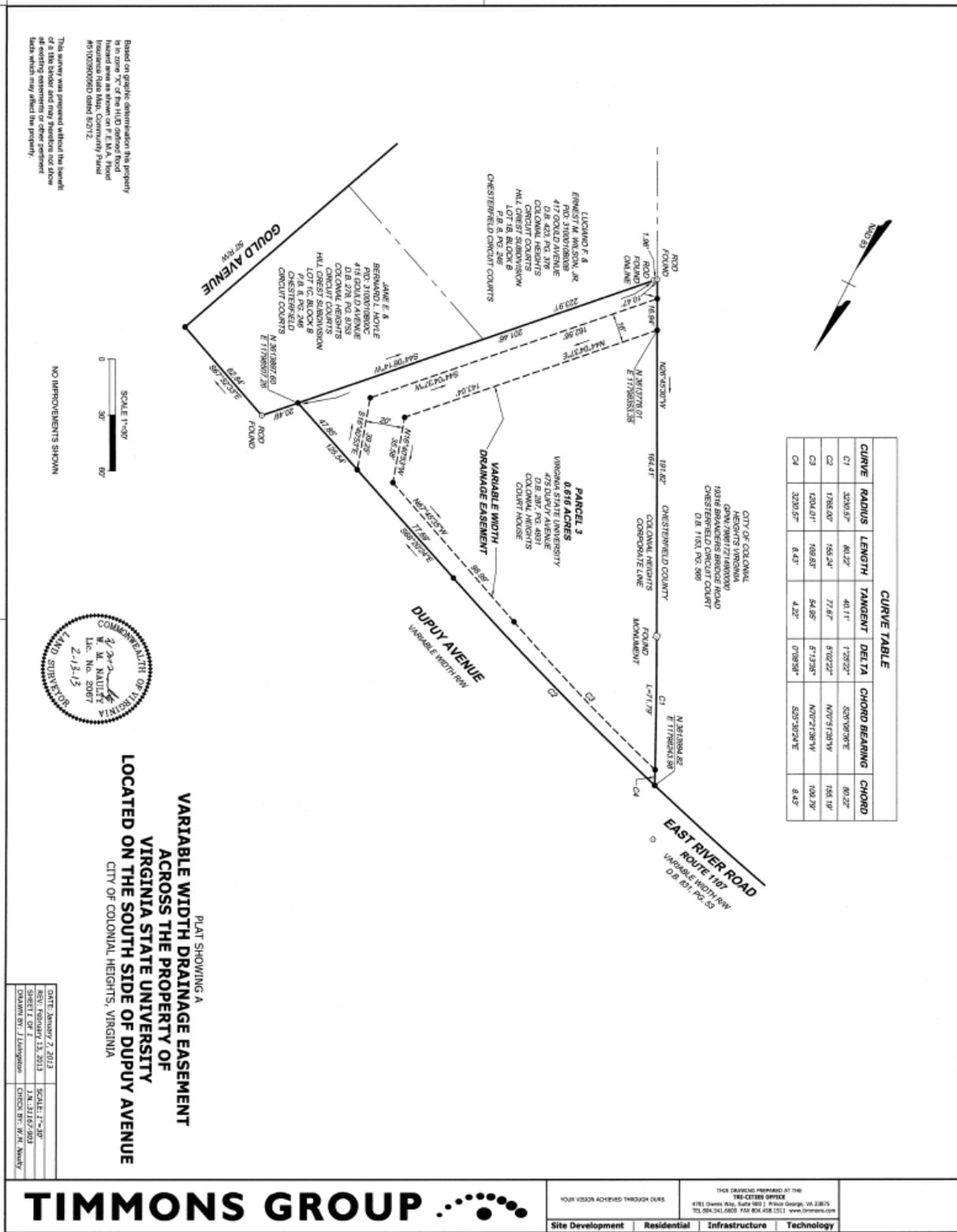
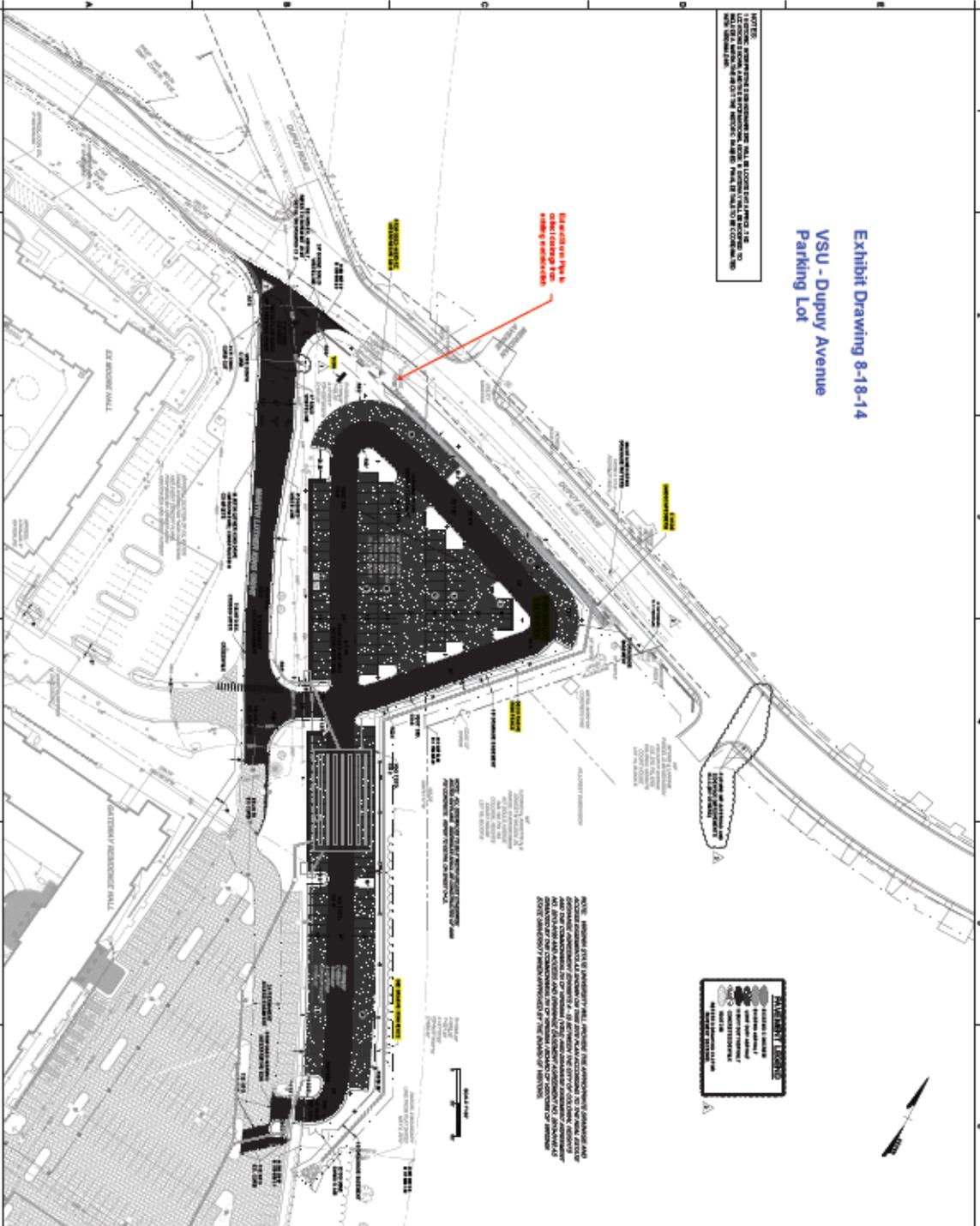


EXHIBIT E

Exhibit Drawing 8-18-14
 VSU - Dupuy Avenue
 Parking Lot

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 V.I. STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS
 APPLICABLE TO THE PROJECT. ALL WORK SHALL BE IN ACCORDANCE WITH
 THE V.I. STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

Refer to page 14
 for details on
 existing conditions
 and existing
 structures.



LEGEND

- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING PAVEMENT
- EXISTING UTILITY
- EXISTING STRUCTURE
- EXISTING LANDSCAPE
- EXISTING TREES
- EXISTING FENCES
- EXISTING SIGNAGE
- EXISTING LIGHTING
- EXISTING UTILITIES
- EXISTING EROSION CONTROL
- EXISTING DRAINAGE
- EXISTING WATERWAYS
- EXISTING POWER LINES
- EXISTING TELEPHONE LINES
- EXISTING CABLE LINES
- EXISTING GAS LINES
- EXISTING OIL LINES
- EXISTING WATER LINES
- EXISTING SEWER LINES
- EXISTING STORM SEWER LINES
- EXISTING SANITARY SEWER LINES
- EXISTING FLOOD ZONE
- EXISTING FLOOD HAZARD
- EXISTING FLOOD DAMAGE
- EXISTING FLOOD PROTECTION
- EXISTING FLOOD CONTROL
- EXISTING FLOOD MITIGATION
- EXISTING FLOOD RESILIENCE
- EXISTING FLOOD ADAPTATION
- EXISTING FLOOD PREVENTION
- EXISTING FLOOD REDUCTION
- EXISTING FLOOD ELIMINATION
- EXISTING FLOOD AVOIDANCE
- EXISTING FLOOD TOLERANCE
- EXISTING FLOOD RESISTANCE
- EXISTING FLOOD RECOVERY
- EXISTING FLOOD MITIGATION
- EXISTING FLOOD PREVENTION
- EXISTING FLOOD REDUCTION
- EXISTING FLOOD ELIMINATION
- EXISTING FLOOD AVOIDANCE
- EXISTING FLOOD TOLERANCE
- EXISTING FLOOD RESISTANCE
- EXISTING FLOOD RECOVERY

NOTE: THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED ANY SUBSURFACE INVESTIGATIONS OR TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE SOILS OR THE EXISTING UTILITIES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING STRUCTURES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING LANDSCAPE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FENCES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING SIGNAGE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING LIGHTING. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING UTILITIES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING EROSION CONTROL. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING DRAINAGE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING WATERWAYS. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING POWER LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING TELEPHONE LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING CABLE LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING GAS LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING OIL LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING WATER LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING SEWER LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING STORM SEWER LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING SANITARY SEWER LINES. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD ZONE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD HAZARD. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD DAMAGE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD PROTECTION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD CONTROL. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD MITIGATION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD RESILIENCE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD ADAPTATION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD PREVENTION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD REDUCTION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD ELIMINATION. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD AVOIDANCE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD TOLERANCE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD RESISTANCE. THE DESIGNER HAS NOT CONDUCTED ANY TESTS TO DETERMINE THE EXISTING CONDITIONS OF THE EXISTING FLOOD RECOVERY.

475 DUPUY AVE. PARKING LOT
 VIRGINIA STATE UNIVERSITY
 2700 MARTIN LUTHER KING DR.,
 STURACK, VA 22603
 212-17601-000

C-3.0
 SHEET OF
 LAYOUT AND
 UTILITY PLAN

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 ARCHITECTS & ENGINEERS
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 SUITE 200
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