

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A – COVER SHEET CONTENT**

Instrument Date: 2/13/2025

Instrument Type: AG

Number of Parcels: 1 Number of Pages: 1

[ ] City  County KING GEORGE COUNTY COURT  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[ ] Grantor: .....

[ ] Grantee: .....

Business/Name

1  Grantor: KING GEORGE COUNTY BOARD OF SUPERVISORS  
2  Grantor: WALNUT HILL DEVELOPMENT CORPORATION  
1  Grantee: WALNUT HILL DEVELOPMENT CORPORATION  
2  Grantee: NVR INC.

Grantee Address

Name: WALNUT HILL DEVELOPMENT CORPORATION

Address: .....

City: ..... State: VA Zip Code: .....

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: ..... Original Page No.: ..... Original Instrument No.: .....

Prior Recording At: [ ] City  County ..... Percentage In This Jurisdiction: 100%

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: VARIOUS

Short Property Description: .....

Current Property Address: .....

City: KING GEORGE State: VA Zip Code: 22485

Instrument Prepared By: JACLYN M FISH Recording Paid By: KING GEORGE COUNTY

Recording Returned To: JACLYN M FISH

Address: 10459 COURTHOUSE DRIVE, SUITE 200

City: KING GEORGE State: VA Zip Code: 22485



FILED  
KING GEORGE COUNTY, VA  
Jessica M. Mattingly  
CLERK OF CIRCUIT COURT

FILED Feb 13, 2025  
AT 03:02 pm

INST. # 250000396  
TOTAL PAGES 64

AKT

*(Area Above Reserved For Deed Stamp Only)*

# VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

## FORM B – ADDITIONAL GRANTORS/GRANTEEES

Instrument Date: 2/13/2025

Instrument Type: AG

Number of Parcels: 1 Number of Pages: 1

[ ] City [X] County KING GEORGE COUNTY COURT  
CIRCUIT COURT

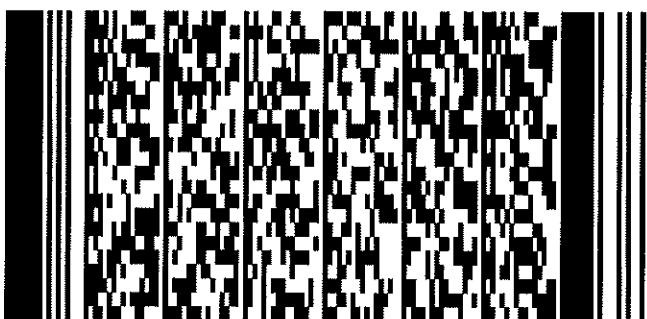
*(Area Above Reserved For Deed Stamp Only)*

### Grantor Business/Name

3  Grantor: NVR INC.  
..... Grantor:  
..... Grantor:

### Grantee Business/Name

3  Grantee: KING GEORGE COUNTY BOARD OF SUPERVISORS  
..... Grantee:  
..... Grantee:



**BOARD OF SUPERVISORS  
COUNTY OF KING GEORGE  
VIRGINIA**

**O-01-25**

At the regular meeting of the Board of Supervisors of the County of King George, in the Boardroom of the Revercomb Building in King George, Virginia, on the 21<sup>st</sup> day of January, 2025:

Present:	Vote:
Cathy Binder	Aye
Terrence "T.C." Collins	Nay
William S. Davis	Aye
Kenneth A. Stroud	Aye
David D. Sullins	Aye

---

Motion was made by Mr. Sullins, which carried 4:1, to adopt the following ordinance:

**AN ORDINANCE TO REZONE, WITH PROFFERS, TAX  
MAP 9-10-1 THROUGH 9-10-42, 9-10-A, 9-10-B, AND  
APPLICABLE PORTIONS OF 9-10-C, FROM A-2 RURAL  
AGRICULTURAL DISTRICT TO R-3 MULTI-FAMILY  
DWELLING DISTRICT, OTHERWISE REFERRED TO AS  
APPLICATION NUMBER 22-02-Z01, PURSUANT TO THE  
WALNUT HILL SETTLEMENT AGREEMENT AND THE  
AGREED ORDER ENTERED BY KING GEORGE CIRCUIT  
COURT**

WHEREAS a settlement agreement between Walnut Hill Development Corporation/NVR Inc. and King George County Board of Supervisors was approved by the King George County Board of Supervisors on January 7, 2025, and its prior execution ratified on January 21, 2025; and

WHEREAS, the settlement agreement allows for the rezoning of property known as Walnut Hill (parcels listed above), with updated proffers, from A-2 to R-3;

NOW THEREFORE BE IT ORDAINED this, the 21<sup>st</sup> day of January, 2025, by the King George County Board of Supervisors, that application number 22-02-Z01 be, and it hereby is, approved by amending the King George County Zoning Map to reclassify Tax

Parcels 9-10-1 through 9-10-42, 9-10-A, 9-10-B, and applicable portions of 9-10-C as R-3, Multi-family Dwelling Residential;

BE IT FURTHER ORDAINED that the King George County Board of Supervisors accepts the proffers voluntarily offered by the applicant and attached to this Ordinance as Voluntary proffer statement dated October 15, 2024, revised January 16, 2025.

BE IT FURTHER ORDAINED that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Ordinance recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:



Matthew J. Smolnik  
County Administrator



William S. Davis  
Chairman

Approved as to form:



Charlie Clark  
Special Counsel

Attachments:

- Original Voluntary Proffer statement dated October 15, 2024, and Revised January 16, 2025
- Settlement Agreement

**SETTLEMENT AGREEMENT**  
*Walnut Hill Development Corporation and NVR Inc.*

*v.*

*Board of Supervisors for County of King George and County of King George*

THIS SETTLEMENT AGREEMENT is executed this 16th day of January, 2025 (Effective Date), by and among Walnut Hill Development Corporation (“Walnut Hill”) and NVR Inc. (“NVR”, and together with Walnut Hill, the “Plaintiffs”), and the Board of Supervisors for County of King George (the “Board”) and County of King George (the “County”, and together with the Board, the “Defendants”) (each a “Party” and collectively the “Parties”).

WHEREAS, on December 19, 2023, the Board denied (i) Walnut Hill’s rezoning application (the “Rezoning Application”) to rezone Walnut Hill property from the A-2, Rural Agricultural District, to the R-3, Multifamily Dwelling District, to allow 100 residential lots divided between 25 single family lots and 75 attached townhomes (the “Project”), and (ii) one of three accompanying Subdivision Ordinance exceptions requests which sought an exception from the requirement for more than one direct access to a road (entrance) under Section 8.3.1(b) of the Subdivision Ordinance (the “Exception Request” collectively with the Rezoning Application, the “Zoning Decision”); and

WHEREAS, the denial of the Rezoning Application was predicated on the Board’s concerns regarding the sufficiency of Walnut Hill’s calculations used to determine its voluntary cash proffer for school improvements (the “School Proffer”); and

WHEREAS, on January 18, 2024, Plaintiffs appealed the Zoning Decision (the “Appeal”) to the Circuit Court in King George County (the “Court”); and

WHEREAS, in an effort to resolve the Appeal without further judicial action, which the Parties agree is in their mutual best interest, the Parties have engaged in settlement discussions in good faith to negotiate the terms of this enforceable Settlement Agreement; and

WHEREAS, the Parties acknowledge that this Settlement Agreement is an effort to resolve the Appeal efficiently and to avoid costs of litigation, and the Parties do not intend for this Settlement Agreement to operate as admissions or a waiver of any claims or defenses in the Appeal or any other judicial or administrative proceeding.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Terms of Settlement. The Parties hereby agree as follows:

- a. Plaintiffs shall increase the School Proffer to \$440,000 and shall add the following language (the “Phasing Proffer”) to Section II of the Proffer Statement:

- I. Phasing. It is anticipated that the Project will be constructed over a three (3) year period. Beginning on the first day of the month after this rezoning is approved, the Project shall have a limit of 33 building permits for residential dwelling units per year. The limit on building permits shall be

cumulative, such that unused permits may be carried over to successive years. The existing units on Lots 1 and 17 will be excluded from this Phasing proffer.

- b. The Board shall agree and accept the \$440,000 as a reasonable School Proffer and shall accept the Phasing Proffer as a reasonable phasing proffer.
- c. The Defendants shall accept service of the Appeal within five (5) days of the effective date of this agreement. Within fifteen (15) days of service of the Appeal, the Parties will draft and submit a joint order (the “Court Order”) to the Circuit Court (in substantially the same form as the order which attached hereto as Exhibit A and incorporated herein by reference) advising that the matter has been settled and requesting that the Circuit Court: (i) declare the Zoning Decision void; (ii) remand the Rezoning Application back to the Board for reconsideration on the sole issues of the reasonableness of the School Proffer amount and the Phasing Proffer and final action consistent with the terms of this Settlement Agreement; (iii) direct that the Plaintiffs may file an amended School Proffer and Phasing Proffer for the Board’s reconsideration consistent with the terms of this Settlement Agreement; (iv) remand the Exception Request back to the Board for reconsideration consistent with the Board’s reconsideration of the Rezoning Application and final action consistent with the terms of this Settlement Agreement; and (v) dismiss the Appeal with prejudice.
- d. Within five (5) days of entry of the Court Order, the Plaintiffs shall revise the Rezoning Application to increase the School Proffer to \$440,000 and add the Phasing Proffer.
- e. The revised Rezoning Application and the Exception Request shall be placed on the Board’s agenda in accordance with the Court Order and this Settlement Agreement.
- f. The revised Rezoning Application and Exception Request shall be governed by the County ordinances in place on December 19, 2023.
- g. The Board shall reconsider the denial of the Rezoning Application based solely on the increased School Proffer and the Phasing Proffer and shall vote on the Rezoning Application limiting its deliberations to the reasonableness of the School Proffer and the Phasing Proffer which the Board herein agrees are reasonable.
- h. The Board shall then vote on the Exception Request and take action consistent with vote on the Rezoning Application and this agreement.

2. **Defendants’ Fees and Costs.** Plaintiffs agree to reimburse Defendants for reasonable attorneys’ fees and costs incurred in the negotiation and execution of this Settlement Agreement. Within thirty (30) days following the date the Board votes on the revised Rezoning Application and Exception Request, Defendants will submit an invoice to Plaintiffs detailing such attorneys’ fees or costs incurred. Within thirty (30) days of Plaintiffs’ receipt of the invoice, Plaintiffs will notify Defendants in writing of any disputed amounts in invoice and pay to Plaintiffs all undisputed amounts. Except as provided in this paragraph, Plaintiffs shall have no responsibility for any other attorneys’ fees or costs or any other expenses Defendants incurred in connection with the Zoning Appeal and/or Rezoning Application.

3. Effect of Settlement and Reservation of Rights.

- a. The Parties reserve all legal and equitable remedies available to enforce the terms of this Settlement Agreement.
- b. Nothing in this Settlement Agreement shall restrict or control the Parties' comments, litigation, or any other activity related to any decision, determination, or action of the Board or County other than the Zoning Decision or as otherwise expressly provided in this Settlement Agreement.

4. Force Majeure and Excusable Delays. The Parties shall perform all requirements under this Settlement Agreement in the manner and within the time limits established herein, unless performance is delayed or prevented by "Force Majeure" or "Excusable Delays," which are defined for purposes of this Settlement Agreement as events or circumstances arising from causes not reasonably foreseeable and beyond the control of the Parties, or any entity controlled by the Parties or the Parties' contractors, which delay or prevent performance of any obligation under this Settlement Agreement despite due diligence and best efforts to fulfill the obligation.

- a. Events and circumstances beyond the control of the Parties may include, without limitation, earthquake, flood, hurricane, or other act of God, war, strike or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part.
- b. Such events and circumstances do not include normal inclement weather, financial inability to complete the work, increased cost of performance, changes in the Parties' economic circumstances, or the failure to obtain federal, State, or local permits, authorizations and approvals unless the Parties have made timely and complete application for such permits, authorizations, and approvals.
- c. The Party asserting a Force Majeure or Excusable Delay shall notify the other Parties in writing within ten (10) days after becoming aware of an event or circumstance that constitutes Force Majeure or Excusable Delay that such Party believes may prevent or delay performance of an obligation under this Settlement Agreement. Such Party's notification shall describe in detail the cause of the delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by such Party to prevent or minimize the delay, and a timetable by which those measures will be implemented. The Party shall adopt all reasonable measures to avoid or minimize any such delay. The Party shall include in the notification a request to extend the deadline associated with any obligation under this Settlement Agreement whose performance may be prevented or delayed by unforeseeable events or circumstances beyond such Party's reasonable control.
- d. Failure by any Party to comply with the notice requirements set forth in the preceding paragraph constitutes a waiver of such Party's right to request an extension of the applicable deadline associated with an obligation to be performed under this Settlement

Agreement.

- e. If the circumstance, event, or anticipated event that has caused or will cause the delay constitutes a Force Majeure or Excusable Delay as defined herein, the time for performance shall be extended by an appropriate period substantially equal to the necessary delay.

5. Miscellaneous Provisions.

- a. No Third-Party Beneficiaries. This Settlement Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns and shall not confer any rights or benefits on any other person or entity.
- b. No Assignment. No Party may transfer or assign this Settlement Agreement, or its rights or obligations hereunder, without the prior written consent of the other Parties, which may be withheld in the sole discretion of each other Party.
- c. Governing Law; Venue; Severability. This Settlement Agreement is a Virginia contract that shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. All questions with respect to any of its provisions shall be instituted, maintained, and contested in a court of competent jurisdiction in the Commonwealth of Virginia. If any word or provision of this Settlement Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.
- d. Entire Agreement; Amendments. This Settlement Agreement contains the entire agreement between the Parties as to its subject matter and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments may be made to this Settlement Agreement except by a writing signed by the Parties.
- e. Dispute Resolution. In the event of a disagreement between the Parties concerning the interpretation or performance of any aspect of this Settlement Agreement, the dissatisfied Party shall provide the other Party with written notice of the dispute and a request for negotiations. The Parties shall meet and confer in order to attempt to resolve the dispute within thirty (30) days of the written notice, or such time thereafter as is mutually agreed. If the Parties are unable to resolve the dispute within sixty (60) days of such meeting, the disputing Party shall have the right to seek judicial enforcement of the terms of this agreement.
- f. Counterparts; Signatures; Copies. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A scanned or other electronic signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Settlement Agreement made by photocopy, scanner or other imaging technology shall be considered an original for all purposes.

This Settlement Agreement is agreed to by each of the undersigned effective on the date first written above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

COUNTY OF KING GEORGE, VIRGINIA

By: Matthew J. Smolik  
Name: Matthew J. Smolik  
Title: County Administrator

BOARD OF SUPERVISORS FOR  
COUNTY OF KING GEORGE, VIRGINIA

By: William Davis  
Name: William Davis  
Title: Chairman

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

N/A

APPROVED AS TO FORM:

By: Charlie Clark  
Name: CHARLIE CLARK  
Title: County Attorney  
SPECIAL COUNSEL TO THE BOARD

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

**WALNUT HILL DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: James E. Jarrell, III  
Title: President

**NVR INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WALNUT HILL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NVR INC.

By: Eric Shirey,  
Name: Eric Shirey,  
Title: Vice President

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF KING GEORGE

WALNUT HILL DEVELOPMENT )  
CORPORATION, and )  
NVR, INC. )  
 )  
*Plaintiffs,* )  
 )  
v. ) Case No. CL24000048-00  
 )  
BOARD OF SUPERVISORS FOR THE )  
COUNTY OF KING GEORGE, and )  
KING GEORGE COUNTY, VIRGINIA )  
 )  
*Defendants,*

**AGREED FINAL ORDER**

This day came the Plaintiffs and the Defendants, jointly, by counsel and advised this Court that this matter has been resolved, and upon Joint Motion and agreement of the Parties, it therefore ORDERED, and DECREED:<sup>1</sup>

1. The decisions by the Board on December 19, 2023, to deny the Plaintiffs' Rezoning Application and Exception Request are declared to be void.
2. The Rezoning Application and Exception Request are remanded back to the Board for additional consideration.
3. The Board's reconsideration of the Rezoning Application shall be limited to the reasonableness of the School Proffer and related Phasing Proffer, which the Plaintiffs shall be permitted to amend prior to reconsideration to address impacts to County schools.

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<sup>1</sup> Capitalized terms used herein shall have the same definitions as given in the Petition for Review and Complaint.

4. The Board's reconsideration and vote on the Exception Request shall be consistent with the vote on the Rezoning Application.

5. **The Clerk shall cause a certified copy of this order to be sent via first class mail to all counsel of record.**

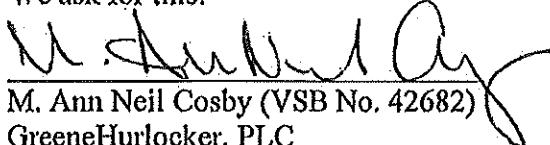
6. **This matter is closed and shall be placed among the ended causes.**

DATE: 1/17/25

ENTER: 

Circuit Court Judge

We ask for this:



M. Ann Neil Cosby (VSB No. 42682)  
GreeneHurlucker, PLC  
4908 Monument Avenue  
Suite 200  
Richmond, VA 23230  
Telephone: 804.6724546  
[ancosby@greenehurlocker.com](mailto:ancosby@greenehurlocker.com)

*Counsel Walnut Hill Development Corporation and NVR, Inc.*

and



Charlie Clark (VSB No. 80228)  
Special Counsel  
10459 Courthouse Drive  
King George, VA 22485  
Telephone: 540-775-8548  
[charliec@co.kinggeorge.state.va.us](mailto:charliec@co.kinggeorge.state.va.us)

*Counsel for the Board of Supervisors for the County of King George, and King George County, Virginia*

## **VOLUNTARY PROFFER STATEMENT**

Applicant: Walnut Hill Development Corporation (“*Applicant/Owner*”)  
1005 Sophia St., Fredericksburg, VA 22401

Agent: James E. Jarrell IV, Agent of Walnut Hill Development Corporation

Project Name: “Walnut Hill”

Property: King George County Tax Parcels 9-10-1 thru 9-10-42 and 9-10-A, 9-10-B and 76.63 acres of Parcel 9-10-C located at the intersection of Owens Drive and Hazelnut Lane (collectively, the “*Property*”)

Date: October 15, 2024 (Revised January 16, 2025)

GDP: Generalized Development Plan, entitled “Generalized Development Plan Walnut Hill King George, Virginia”, prepared by Monteverde Engineering & Design Studio, February 2, 2023, last revised September 29, 2023, attached hereto as Exhibit A (“*GDP*”)

Rezoning Request: From A2 to R3

### **I. General Information**

The Applicant, Walnut Hill Development Corporation and the Owners, Walnut Hill Development Corporation (Owner of TM 9-10-2 thru 9-10-42, 9-10-A thru 9-10-C) and NVR, Inc. (Owner of TM 9-10-1) (hereinafter collectively “*Applicant*”) its successors and assigns, hereby agrees that the development of the Property, subsequent to approval of the rezoning application to which these proffers are attached, will be in conformance with the GDP and the following proffered conditions (“*Proffers*”) pursuant to Sections 15.2-2303 and 15.2-2303.4, et al. of the Code of Virginia (1950, as amended), and Section 5.3.7 of the Zoning Ordinance of King George County. The Proffers are the only conditions offered in this rezoning application, and any prior proffers affecting the Property are hereby superseded by these Proffers. All previous proffers associated with the Property, whether of record or not, are hereby void and of no further force and effect. The Proffers will be enforceable only upon King George County’s (“*County*”) full and final approval of the rezoning application submitted by the Applicant to reclassify the Property from A2 to R3 to allow the development of no more than 25 single family detached units and 75 single family attached units (townhouses).

## **II. Land Use**

- A. **General Development.** The Property will be developed in general conformance with the GDP. Notwithstanding the foregoing, all parcel lines, parcel sizes, building envelopes, building sizes, public road locations, private driveway and travelway locations, utility locations, waste management facilities, storm water management facilities, amenities, and dimensions of undeveloped areas shown on the GDP may be reasonably adjusted for purposes of final site or subdivision plans to allow the Applicant to be fully compliant with the requirements of state and federal agency regulations including, but not limited to, DHR, VDOT, DEQ, DCR, Army Corps., etc., and the County's zoning ordinance, subdivision ordinance and design standards manual. Notwithstanding the foregoing, any said adjustments to the GDP shall be subject to the approval of the County's Zoning Administrator, and in no event shall approved adjustments to the GDP relieve the Applicant from providing any of the Proffers.
- B. **Use.** The Property shall be developed solely for no more than twenty-five (25) residential single family detached dwelling units plus seventy-five (75) residential single family attached (townhouse) (each individually, a "**Unit**", and collectively, the "**Units**") as shown on the GDP. The A-2 portion of the Open Space, as shown on the GDP, is to be owned by the homeowners' association of the subdivision and may not be conveyed or subdivided, except for minor boundary line adjustments, as approved by the Director of Community Development.
- C. **Phasing.** It is anticipated that the Project will be constructed over a three (3) year period. Beginning on the first day of the month after this rezoning is approved, the Project shall have a limit of 33 building permits for residential dwelling units per year. The limit on building permits shall be cumulative, such that unused permits may be carried over to successive years. The existing units on Lots 1 and 17 will be excluded from this Phasing proffer.

## **III. Amenities**

The Applicant agrees to provide the following amenities, all as generally shown on the GDP:

- A. **Nature Trail.** Construction of approximately 1,380 linear feet of a 6' wide nature trail. The nature trail will be a single-track trail. The trail will be of wheelchair accessible materials. The materials and design of the trail shall be determined at site plan approval. Construction of the nature trail will be completed prior to the issuance of the first building permit for a single family attached (townhouse) Unit.

B. Pavilion. Construction of a picnic pavilion with a minimum size of 20' x 20', as measured from the edge of the roof to the edge of the roof. The pavilion will have a concrete floor, and a roof supported by poles. The roof will be either shingle or standing seam metal. Construction of the pavilion will be completed prior to the issuance of the first building permit for a single family attached (townhouse) Unit.

#### IV. Roads

The pump station access road will have an access gate that is accessible by the Association and the King George County Fire & Rescue Department, as shown on the GDP.

#### V. Water & Sewer

The Property will be served by public water and sanitary sewer. Water and sewer infrastructure improvements shall be designed and constructed by Applicant and in compliance with the Service Authority's regulations and standards, and upon completion shall be dedicated or otherwise turned over to the Service Authority.

#### VI. Fire & Safety

The Project will have impacts upon the capital improvement needs of the County's fire and rescue services. These impacts are more fully set forth in pages 15 to 21 of the "Proffer Justification Narrative" by Municap dated March 22, 2021, Revised June 8, 2023, which pages are incorporated herein by reference. For the purposes of offsetting the impacts that this Project will have on the County's fire and rescue services, the Applicant shall make the following cash payments to the County:

A. Single Family Detached Residential. The payment shall be in the amount of Seven Hundred Eighty-three and 59/100 Dollars (\$783.59) per single family detached residential Unit constructed on the Property. The payments for the Units currently located on Lots 1 and 17 shall be paid within forty-five (45) days of approval of this rezoning. The payments for each of the Units located on Lots 2 thru 16 and 18 thru 25 shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.

B. Single Family Attached Residential (Townhouse). The payment shall be in the amount of Seven Hundred Eighty-three and 59/100 Dollars (\$783.59) per single family attached (townhouse) residential Unit constructed on the Property. The payments for each of the Units shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.

If, by July 1, 2034, the proffered payments have not been used for the purpose for which it has been proffered, then the payments shall be applied to any project approved under the then current King George County Fire, Rescue and Emergency

Services Department Capital Improvements Projects budget. If by July 1, 2035, the proffered payments have not been applied to any project approved under the then current King George County Emergency Services Department Capital Improvements Projects budget, then the proffered payments shall be refunded to the Applicant no later than August 1, 2035.

## **VII. Parks & Recreation**

The Project will have impacts upon the capital improvement needs of the County's parks & recreation services. These impacts are more fully set forth in pages 22 to 23 of the "Proffer Justification Narrative" by Municap dated March 22, 2021, Revised June 8, 2023, which pages are incorporated herein by reference. For the purposes of offsetting the impacts that this Project will have on the County's parks and recreation services, the Applicant shall make the following cash payments to the County:

- A. Single Family Detached Residential. The payment shall be in the amount of Six Hundred Eighty-nine and 36/100 Dollars (\$689.36) per single family detached residential Unit constructed on the Property. The payments for the Units currently located on Lots 1 and 17 shall be paid within forty-five (45) days of approval of this rezoning. The payments for each of the Units located on Lots 2 thru 16 and 18 thru 25 shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.
- B. Single Family Attached Residential (Townhouse). The payment shall be in the amount of Six Hundred Eighty-nine and 36/100 Dollars (\$689.36) per single family attached (townhouse) residential Unit constructed on the Property. The payments for each of the Units shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.

If, by July 1, 2034, the proffered payments have not been used for the purpose for which it has been proffered, then the payments shall be applied to any project approved under the then current King George County Parks and Recreation Department Capital Improvements Projects budget. If by July 1, 2035, the proffered payments have not been applied to any project approved under the then current King George County Parks and Recreation Department Capital Improvements Projects budget, then the proffered payments shall be refunded to the Applicant no later than August 1, 2035.

## **VIII. Schools**

The Project will have impacts upon the capital improvement needs of the County's schools. Upon review with County Staff, it appears that the rezoning will have an impact of \$440,000.00 on the County's schools. For the purposes of offsetting the

impacts that this Project will have on the County's schools, the Applicant shall make cash payments to the County in the total of \$440,000.00, as follows:

A. Single Family Detached Residential. The payment shall be in the amount of Four Thousand Four Hundred and 00/100 Dollars (\$4,400.00) per single family detached residential Unit constructed on the Property. The payments for the Units currently located on Lots 1 and 17 shall be paid within forty-five (45) days of approval of this rezoning. The payments for each of the Units located on Lots 2 thru 16 and 18 thru 25 shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.

B. Single Family Attached Residential (Townhouse). The payment shall be in the amount of Four Thousand Four Hundred and 00/100 Dollars (\$4,400.00) per single family attached residential Unit constructed on the Property. The payments for each of the Units shall be made after the final inspection for each Unit and prior to the issuance of the occupancy permit for the Unit.

If, by July 1, 2034, the proffered payments have not been used for the purpose for which it has been proffered, then the payments shall be applied to any project approved under the then current King George County Schools Department Capital Improvements Projects budget. If by July 1, 2035, the proffered payments have not been applied to any project approved under the then current King George County Schools Department Capital Improvements Projects budget, then the proffered payments shall be refunded to the Applicant no later than August 1, 2035.

## **IX. Dahlgren Impacts**

The Association for the subdivision will be responsible for providing potential purchaser's of property in the subdivision of Notice that the Project is within the Noise Zone for the Dahlgren Naval Base.

## **X. Hometown Heroes Program**

The Applicant shall initiate a program to provide financial assistance to assist persons who purchase any Unit who are a King George County Schools employee, or a King George County government employee ("**Hometown Heroes**"). The funds will be managed by a third party under terms substantially similar to those set forth in the draft Memorandum Agreement attached hereto as Exhibit B. Prior to the issuance of a certificate of occupancy for the first constructed Unit (excluding the two existing houses located on Lot 1 and Lot 17), the Applicant shall deposit \$25,000.00 into the third-party escrow account. The funds will be available to Hometown Heroes on a first come first serve basis and the maximum amount is \$2,500.00 per applicable Unit purchased by a Hometown Hero or Heroes. The rules governing qualification and disbursement of funds shall be as set forth in Exhibit B. A proffer tracking spreadsheet shall be provided to the County's Zoning

Administrator on an annual basis by January 2nd and when requested by the Zoning Administrator, which requirement shall begin after the initial occupancy permit for the first Unit and expire after Hometown Heroes funds are depleted.

## **XI. Emergency Preparedness**

The Applicant has adopted an Emergency Action Plan for the project which will be utilized by the Association to govern its actions during emergency situations and to govern the use of emergency access points during an emergency. A copy of the plan is attached hereto as **Exhibit C**.

The Applicant will install one (1) Automatic External Defibrillator in the Project. The exact location of the defibrillator is to be determined during site plan review.

## **XII. Homeowners' Association**

The Applicant has previously formed a homeowners' association for the Project. The Applicant shall modify the declaration for the Project to require that the association shall be managed by a professional HOA management company, which shall be responsible for (i) creation of association budgets, (ii) management and coordination of the maintenance of association common areas, amenities and storm water management facilities, (iii) management and coordination of all leases of units in the Project, and (iv) enforcement of the covenants against tenants as well as owners.

[AUTHORIZED SIGNATURES TO FOLLOW]

**PROFFER STATEMENT**

Walnut Hill

**Signature Page - 1**

Walnut Hill

Walnut Hill Development Corporation

By: James E. Jarrell, III, President

STATE OF VIRGINIA  
CITY OF FREDERICKSBURG, to-wit:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2025 by James E. Jarrell, III in his capacity as President of Walnut Hill Development Corporation.

JARRELL  
Notary Public

My Commission Expires: 7/31/2027

ID# 7048402



**PROFFER STATEMENT**

Walnut Hill

**Signature Page - 2**

Walnut Hill

NVR, Inc

By: Brett S

Name: Brett Sechler

Title: Vice President/Division Manager - Ryan Homes (NVR)

STATE OF Virginia

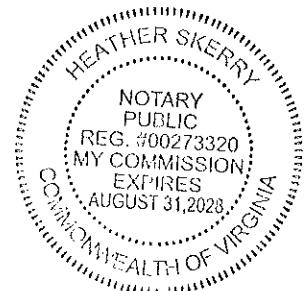
CITY/COUNTY OF Prince William, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January,  
2025 by Brett Sechler in his capacity as Vice President of NVR, Inc.

HS

Notary Public

My Commission Expires: August 31<sup>st</sup>, 2028



**PROFFER STATEMENT**

Case Number: 22-02-Z01, Walnut Hill

**VOLUNTARY PROFFER CERTIFICATION**

This Voluntary Proffer Certification, is made as of the date set forth below, by the undersigned Applicant in connection with that certain Proffer Statement dated January 16, 2525 (the "*Proffers*") in connection with Case Number 22-02-Z01 (Walnut Hill) (the "*Project*") for the rezoning application submitted with respect to King George County Tax Parcels 9-10-1 thru 9-10-42 and 9-10-A, 9-10-B and 76.63 acres of Parcel 9-10-C (the "*Property*").

Applicant hereby certifies, affirms and agrees that the Proffers are fully voluntary and have not been suggested, requested or required by the County and/or any of its officials. Further, all Proffers, on-site and off-site, are reasonable and address:

1. Impacts that are specifically attributable to the proposed development or other new use applied for; and/or
2. Impacts to an offsite public facility, such that (i) the new residential development or new residential use creates a need, or an identifiable portion of a need, for one or more public facility improvements in excess of existing public facility capacity at the time of the rezoning or proffer condition amendment and (ii) each such new residential development or new residential use applied for receives a direct and material benefit from a proffer made with respect to any such public facility improvements.
3. The Applicant acknowledges that it has not and will not object in writing to the governing body regarding proposed conditions prior to the governing body's grant or denial of the rezoning application and further waives any such objections and/or requirements under Va. Code Section 15.2-2303.4(D), or otherwise.
4. Applicant has had the opportunity to review the Proffers and the law regarding voluntary proffers, including Va. Code Section 15.2-2303.4; and Applicant agrees that these Proffers are binding, enforceable and in full compliance with law.

**ACKNOWLEDGEMENT OF COMPLIANCE WITH LAWS**

In addition to the above stated voluntary proffers, the applicant understands and agree that Applicant must be and remain in compliance with state and local law including the Ordinances of King George County, including, but not limited to the GDP, with exceptions permitted in the site plan only when the Director of Community Development or Planning & Code Compliance determines that such are necessary due to requirements of topography, drainage, structural safety, environmental permitting or vehicular circulation, and such

deviations will not materially alter the proposed development sequence. Such deviations shall be reported to the Board of Supervisors in writing but in no case shall such deviations substantially change the approved GDP, increase the density or increase the floor area. Any changes not authorized by this paragraph shall require resubmission of the GDP in accordance with the procedures contained in the King George Zoning Ordinance.

WITNESS the following signatures:

**APPLICANT/OWNER:**

**Walnut Hill Development Corporation, a  
Virginia corporation**

By: *[Signature]*

James E. Jarrell III, President

Date: *1/17/2025*

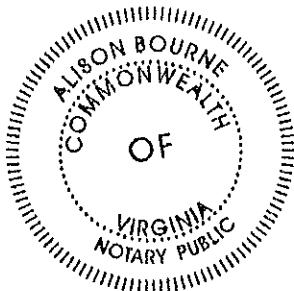
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fredericksburg

The foregoing was subscribed, sworn to and acknowledged before me this 17 day of January, 2025, by James E. Jarrell III, President of Walnut Hill Development Corporation, a Virginia corporation, on behalf of said company.

*Alison Bourne*

Notary Public

Print Name: Alison Bourne  
My Commission Expires: 1/31/2027  
Registration No. 1048402  
[SEAL]



**EXHIBIT A**

Generalized Development Plan

# WALNUT HILL

## GENERALIZED DEVELOPMENT PLAN

### WALNUT HILL SUBDIVISION KING GEORGE, VA 22485

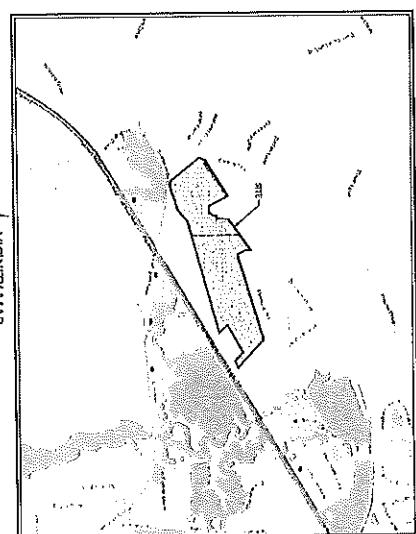
### DAHLGREN DISTRICT

#### SITE DATA

SITE INFORMATION:	
TAX LOTS #	9, 10, 11, 12, 13, 14, 15, 16, 17, 18 (Parcels)
PLAT #	201-112-20000465
ACREAGE	112.2797 AC
ZONING (C)	A-2
ZONING (PROPOSED)	RU-1 AND A-2
ZONING ACTUATE	AS AMENDED TO RU-1, A-2, R-1, REMAINING A-2, T-6, A-3
ST. ADDRESS	12177 HILL
TM ADDRESS	24030 AC
VOTING DISTRICT	DALGREN DISTRICT

ENGINEER:	
NAME	MONTEVERDE ENGINEERING & DESIGN STUDIO
ADDRESS	220 E. LUDWIG ST. SUITE 114 FREDERICKSBURG, VA 22501
CONTACT NAME	JEREMY L. JARRELL, P.E.
EMAIL	JEREMY@MONTEVERDEDESIGN.COM
PHONE	(434) 238-1102

#### VICINITY MAP



#### DEVELOPMENT DATA

REQUIREMENTS FOR ZONING A-2	
MAX. QDRTY	1 SF OR 1 DUPLEX UNIT/ AC
REQUIREMENTS FOR ZONING R-3	
MAX. DENSITY	2 SF/1.50 AC UNIT/ AC
PROMOTED DENSITY	25 SF ATTACHED/1.50 AC UNIT/ AC
OPEN SPACE	
REQUIRED USEABLE SPACE	8% OF SF DEVELOPMENT (Max 11.78 AC = 142,400 SF OF SF DEVELOPMENT) (11.78 AC * 25% = 29,400 SF)
RECOMMENDED USEABLE SPACE	1.5-4.3 SF/2 AC TOTAL USEABLE OPEN SPACE
PROMOTED USEABLE SPACE	4.3 SF/2 AC
PROMOTED COMMON OR PRIVATE	9% AC USEABLE USEABLE
LOT AREA/SETBACKS: SF DETACHED	
AREA	15,000 SF AC WIDTH
FRONT SETBACK	30'
SIDE SETBACK	10'
REAR SETBACK	25'
LOT AREA/SETBACKS: SF ATTACHED	
AREA	15,000 SF AC WIDTH
FRONT SETBACK	10'
SIDE SETBACK	10'
REAR SETBACK	25'

#### GENERALIZED DEVELOPMENT PLAN

## WALNUT HILL

KING GEORGE, VIRGINIA



KING GEORGE, VA APPROVALS	
APPROVED	

GENERALIZED DEVELOPMENT PLAN	
KING GEORGE, VA APPROVALS	
APPROVED	
SIGNATURE	DATE
PRINTED NAME	TITLE

#### TITLE SHEET

GENERALIZED DEVELOPMENT PLAN	
WALNUT HILL	
KING GEORGE, VIRGINIA	
NOT FOR CONSTRUCTION	
PRINTED NAME	TITLE

ENVIRONMENTAL INSPECTOR:  
ALEVIS BUTCHERS  
10459 COURTHOUSE DR, STE 104  
KING GEORGE, VA 22485  
(540) 775-8533

BUILDING OFFICIAL:  
RICK HERRON  
10459 COURTHOUSE DR, STE 104  
KING GEORGE, VA 22485  
(540) 775-8535

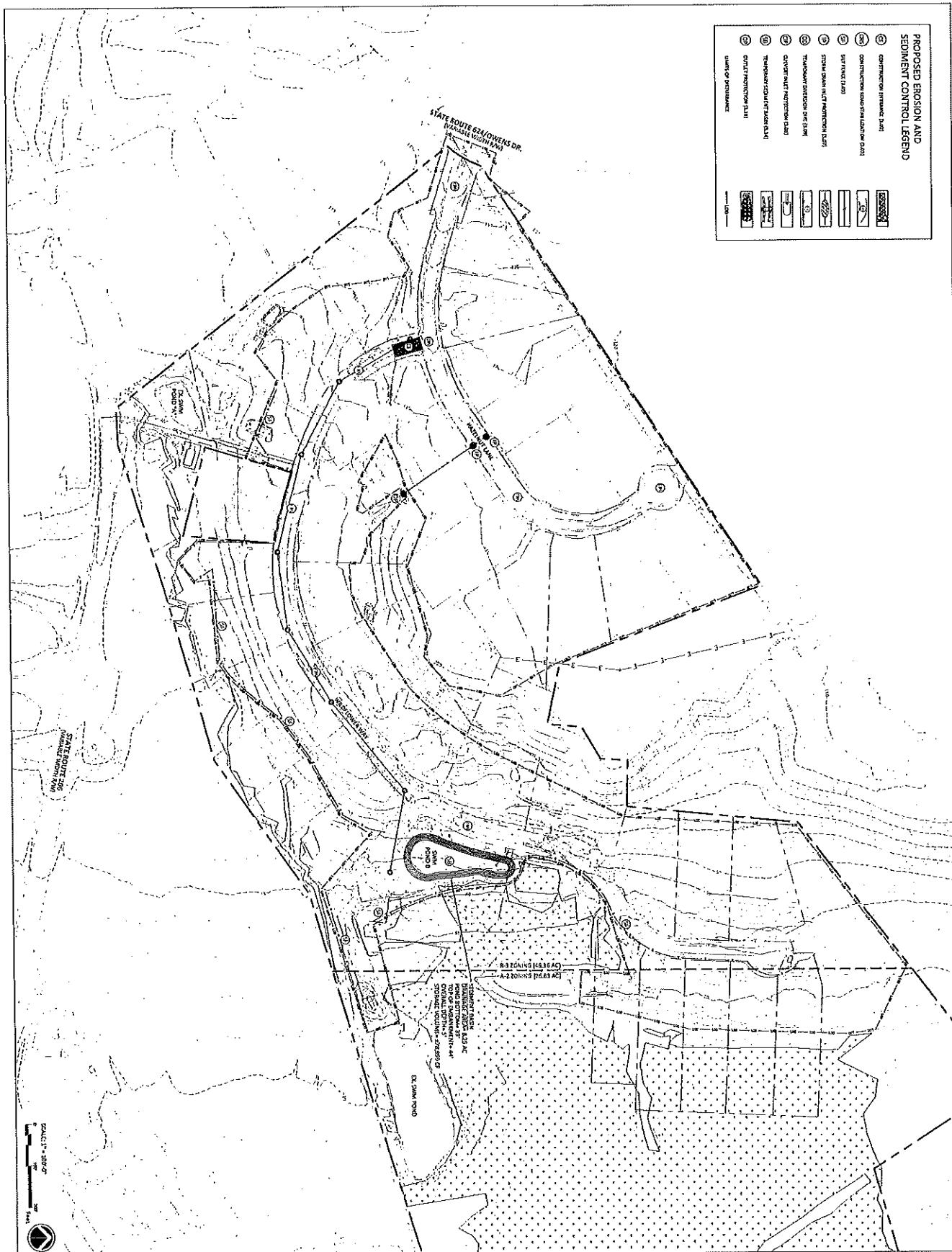
CONTRACT PLANNING SALES REQUERIED:  
CONTRACT PLANNING UNIT (200 SF TOTAL)  
CONTRACT PARKING SPACES PROVIDED:  
2 SPACES (PARKING UNIT CONTRACT PROVIDED)  
CONTRACT VEHICLE PARKING PROVIDED:  
25 SPACES

ADDITIONAL PARKING PROVIDED:  
8 SPACES IN PARKING LOT PROVIDED

ADDITIONAL PARKING PROVIDED:  
8 SPACES IN PROVIDED

SHEET 1





### GENERALIZED DEVELOPMENT PLAN

## WALNUT HILL

KING GEORGE, VIRGINIA

PRELIMINARY ISSUE	NOT FOR CONSTRUCTION
PRELIMINARY	ESC PLAN PH-1
Engineering	Planning
Surveying	Land Development
Construction	Utilities
Landscaping	Stormwater
Architectural	Structural

SHEET 3



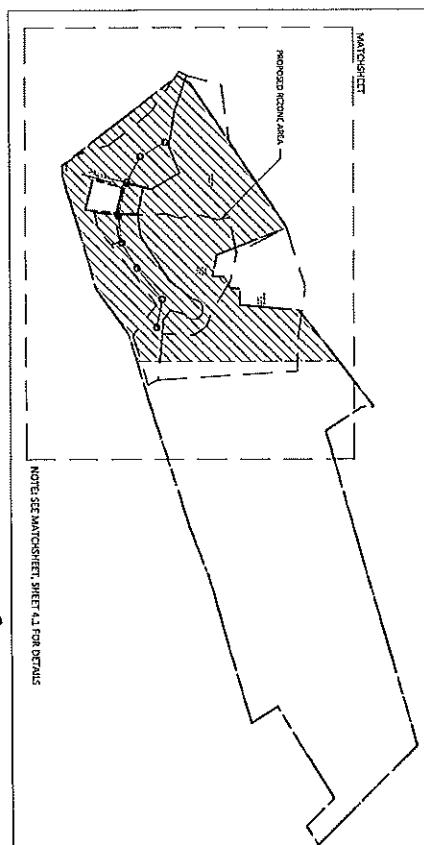
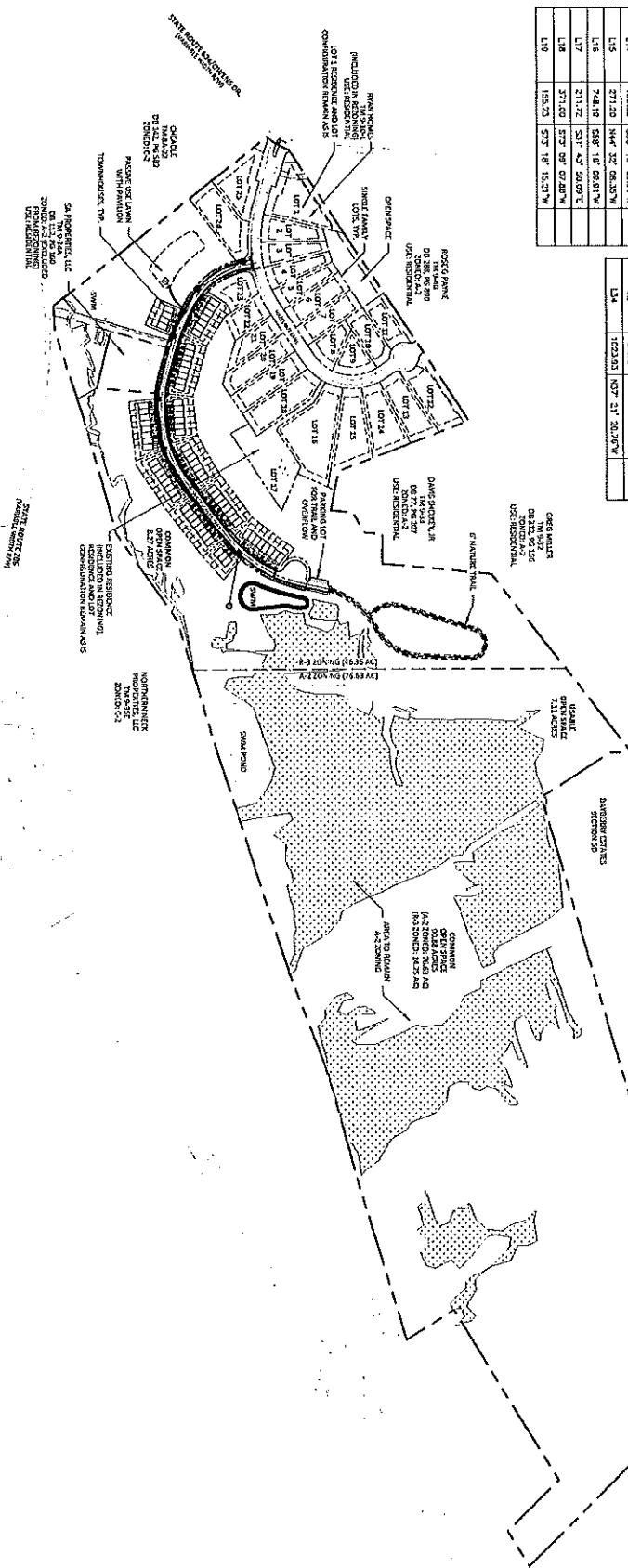
Montevende  
Engineering

Engineering



Parcel Line and Curve Table					
User #	Curve #	Length	Bearing/Deflection	Station	Distance
CT	4243	21.51			21.5100
U	121220	169.32	50.20 E		
L2		506.63	207.40 E	10.3575	
L3		169.33	172.10 N	10.6176	
L4		81.51	94.25 N	27.0076	
L5		91.60	NSP 45 08.95°		
L6		63.86	NSP 02 11.25°		
L7		111.50	NSP 01 20.31°		
L8		416.91	NSP 30 55.55°		
L9		164.82	NSP 55 12.85°		
L10		111.11	220.17°		
L11		307.03	249.40 E		
L12		226.68	NSP 47 57.45°		
L13		979.45	54.00 S	50.3575	
L14		153.63	55.00 N	16.0375	
L15		271.00	54.00 S	66.3575	
L16		748.18	558.15 10.93°W		
L17		211.72	521.45 20.87°W		
L18		371.00	577.00 15.28°W		
L19		155.75	527.18 15.31°W		

Parcel Line and Curve Table				
Line #	Curve #	Length	Bearing	Distances
120	5012	572	44° 50.837°W	
121	5111.5	572	50° 56.357°W	
122	502-2	274	36° 55.027°W	
123	972.55	572	26° 56.357°W	
124	501	274	30° 56.357°W	
125	1712.54	272	18° 44.445°W	
126	4772.53	507	03° 12.027°W	
127	402.02	272	18° 56.445°W	
128	51.120	273	00° 33.222°W	
129	197.06	574	51° 56.435°W	
130	235.24	577	33° 04.627°W	
131	400.17	272	18° 49.967°W	
132	817.73	348	144.245°	
133	1023.51	537	21° 20.707°W	
134				



## GENERALIZED DEVELOPMENT PLAN

## WALNUT HILL

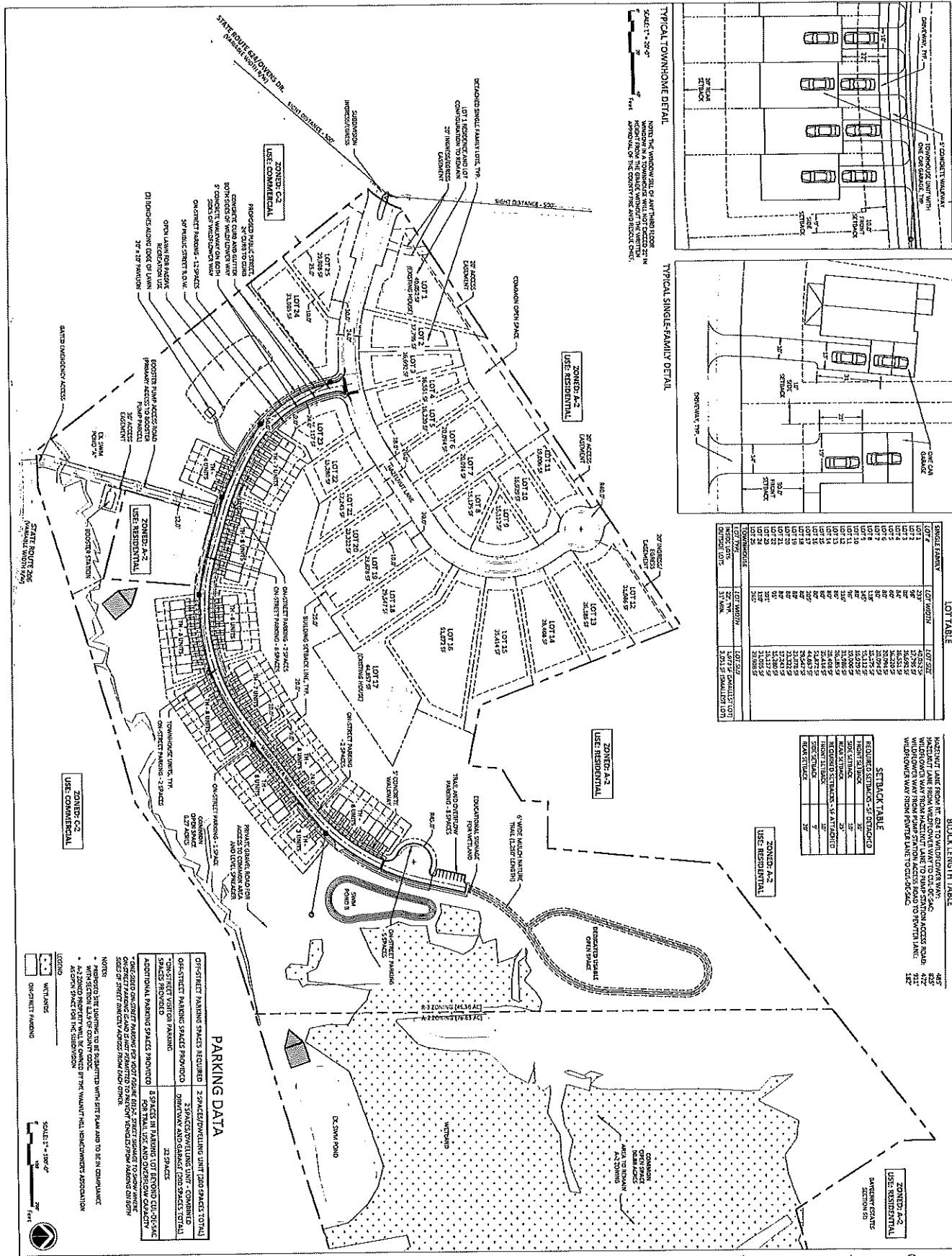
**KING GEORGE, VIRGINIA**

PRELIMINARY ISSUE  
NOT FOR CONSTRUCTION

OVERALL SITE

SHEET 5





## GENERALIZED DEVELOPMENT PLAN

## WALNUT HILL

**KING GEORGE, VIRGINIA**

<b>GENERALIZED DEVELOPMENT PLAN</b>		<b>PRELIMINARY ISSUE NOT FOR CONSTRUCTION</b>	
Project Number:	2000-01		
Title:	Elevation 2-20		
Drawing No.:	1A		
Drawing Date:	1/10/01		
Drawing By:	H. M.		
Drawing For:	M. S. C. Corp.		
<b>SHEET 6</b>			









## Monteverde

Engineering & Design Studio  
JG 1 - Bhadravati 511 514 - Maharashtra - India - 411 601  
+91 94224 32621 | [www.engineeringanddesign.com](http://www.engineeringanddesign.com)

KING GEORGE, VIRGINIA

WALNUT HILL

## GENERALIZED DEVELOPMENT PLAN

NOT FOR CONSTRUCTION

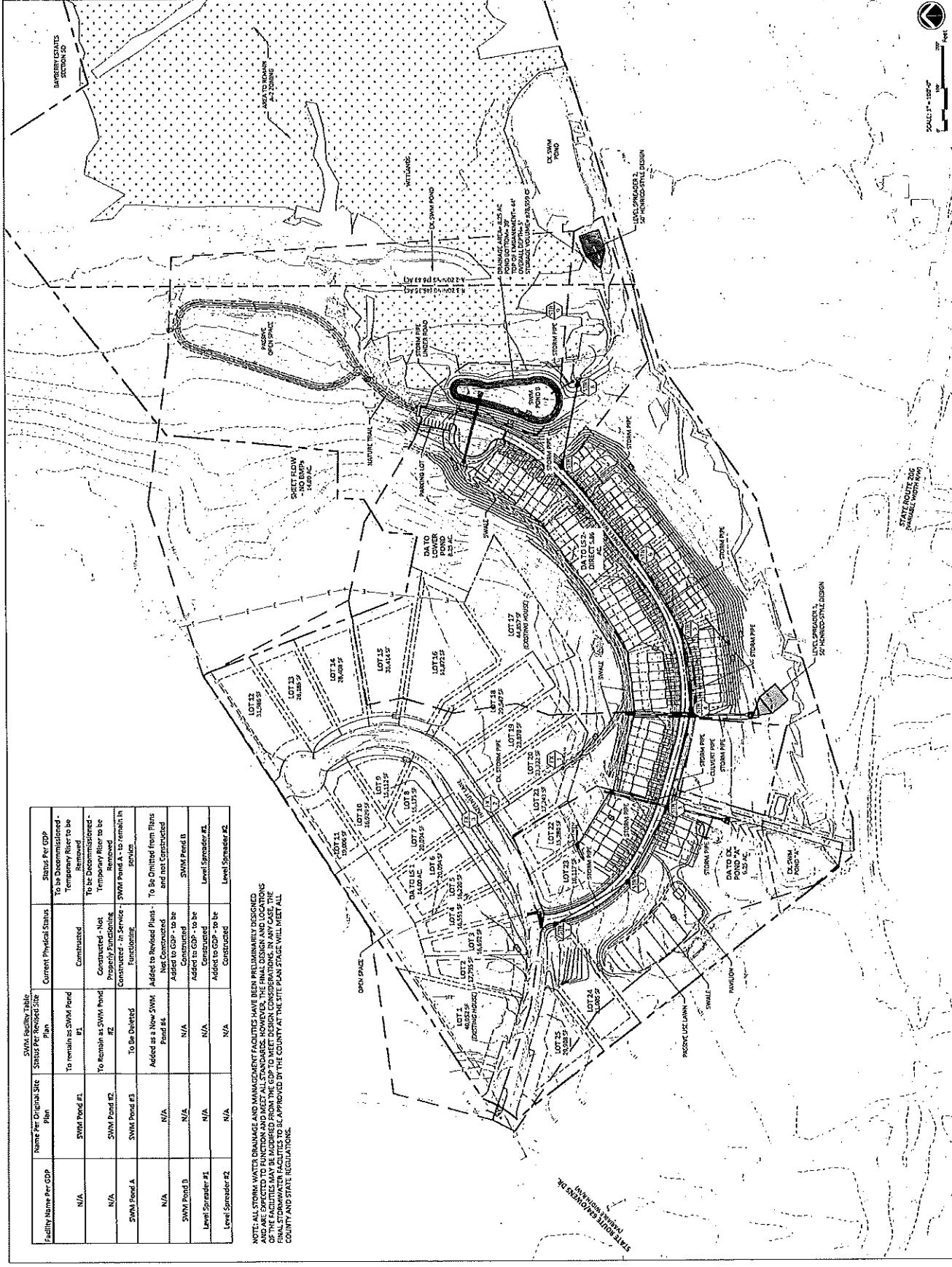
## PRELIMINARY SWM PLAN

Date: February 2, 2021 Received by: JMC  
Debtor: Chestnut Inc.

SHEET 10

Facility Name/Per GGP	Name/Per GGP	Location/Per GGP	Stamps/Per GGP	Comments/Per GGP	Current Physical Status	Status/Per GGP
N/A	SWAN Pond #1	To Remain as SWAN Pond	81		Constructed	To be Determined - Temporary River to be Reconstructed
N/A	SWAN Pond #2	To Remain as SWAN Pond	82		Constructed - Not Presently Functional	To be Determined - Temporary River to be Reconstructed
N/A	SWAN Pond #3	To Be Deleted	83		Constructed - In Service	SWAN Pond #3 to remain in permanently
SWAN Pond A	SWAN Pond #4	To Be Deleted	84		Added to Revised Plans - Not Constructed	To Be Deleted from Plans
N/A	SWAN Pond #5	N/A	85		Added to Revised Plans - Not Constructed	To Be Deleted from Plans
N/A	SWAN Pond #6	N/A	86		Added to GGP - to be Constructed	SWAN Pond #6 to be constructed
N/A	SWAN Pond #7	N/A	87		Added to GGP - to be Constructed	SWAN Pond #7 to be constructed
Level Spreader #1	Level Spreader #2	N/A	88		Added to GGP - to be Constructed	Level Spreader #1 to be constructed
Level Spreader #2	Level Spreader #1	N/A	89		Added to GGP - to be Constructed	Level Spreader #2 to be constructed

NOTE: ALL TOWN WATER, DRAINAGE AND MASTERSHIP FACILITIES HAVE BEEN PRELIMINARILY DESIGNED AND ARE SUBJECT TO FUNCTION AND MEET ALL STANDARDS. HOWEVER, THE FINAL DESIGN AND LOCATIONS OF THESE FACILITIES MAY BE MODIFIED FROM TIME TO TIME TO MEET DESIGN CONSIDERATIONS. IN ANY CASE, THE FINAL STREAMFLOW FACILITIES TO BE APPROVED BY THE COUNTY AT THE PLAN STAGE WILL MEET ALL LOCAL AND STATE REGULATIONS.



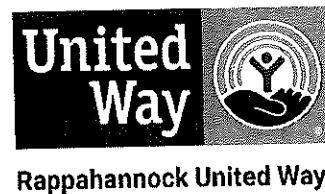




**EXHIBIT B**

Draft Memorandum Agreement  
(Hometown Heroes Fund)

Mr. Christopher Miller  
County Administrator  
King George County  
10459 Courthouse Drive  
King George, VA 22485



July 9, 2022

Re: Hometown Heroes - Walnut Hill, King George County, Virginia

Dear Mr. Miller:

On behalf of Rappahannock United Way (RUW), I am pleased to inform you that we have been contacted by the Walnut Hill Development Corporation (WH), about working together to establish, execute and maintain a home assistance program for the valued employees of King George County (Heroes). This will be the second such endeavor undertaken between RUW and WH.

RUW focuses on the local ALICE™ population, households who are working hard but still struggling financially to make ends meet. Approximately 26% of King George households are among these hard-working households who cannot always pay the bills, have little or nothing to put into savings and are forced to make tough choices such as deciding between quality child care or paying the rent. One unexpected car repair or medical bill or global pandemic can push these financially strapped families over the edge.

A specific strategy to support ALICE households is to provide financial support towards housing costs, and the local building industry knows first-hand the general costs of housing in our Region are expensive. As a result, it can be difficult for many of King George County's Heroes to afford to live close to where they work. WH is willing and able to make a substantial financial commitment to assist the County's Heroes by making housing more available to them.

RUW supports the Hometown Hero's Housing Incentive Program, with WH willing to make the following commitment to King George County:

WH shall initiate a program to provide financial assistance to assist persons who purchase any Unit who are a King George County schools employee, or a King George County government employee ("Hometown Heroes"). The funds will be managed by Rappahannock United Way, under terms substantially similar to those set forth in the draft Memorandum Agreement attached hereto as Exhibit A. Prior to the issuance of a certificate of occupancy for the first constructed Unit (excluding the two existing houses located on Lot 1 and Lot 17), the Applicant shall deposit \$25,000.00 into Rappahannock United Way's account. The funds will be available to Hometown Heroes on a first come first serve basis and the maximum amount is \$2,500.00 per applicable Unit purchased by a Hometown Hero or Heroes. The rules governing qualification and disbursement of funds shall be as set forth in Exhibit A. A proffer tracking spreadsheet shall be provided to the County's Zoning Administrator on an annual basis by January 31st and when requested by the Zoning Administrator, which requirement shall begin after the initial occupancy permit for the first Unit and expire after Hometown Heroes funds are depleted.

We look forward to working with King George County to establish this housing incentive program with WH to support county employees.

Please feel free to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Janel S. Donohue".  
Janel S. Donohue  
President  
Rappahannock United Way

## EXHIBIT A

MEMORANDUM OF AGREEMENT  
BETWEEN  
WALNUT HILL DEVELOPMENT CORPORATION AND RAPPAHANNOCK UNITED  
WAY, INC.  
FOR HOUSING ASSISTANCE  
FOR KING GEORGE COUNTY GOVERNMENT  
AND SCHOOL EMPLOYEES

THIS MEMORANDUM OF AGREEMENT ("*Agreement*"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between WALNUT HILL DEVELOPMENT CORPORATION, a Virginia corporation, herein called the "**Grantor**"; and RAPPAHANNOCK UNITED WAY, INC. herein called the "**Grantee**" (collectively, all are referred to as "*the Parties*").

### **RECITALS**

WHEREAS, Grantor desires to support King George County Government ("*County*") and King George County School employees with costs associated with housing in King George County, Virginia and the Grantor desires to provide funds as a grant to the Grantee for the such purposes; and

NOW, THEREFORE, in consideration of receipt of grant funds, and the mutual covenants and agreements contained herein, the Parties agree as follows:

#### **A. Amount of Grant**

The grant amount shall be \$25,000.00. Grantor shall provide Grantee grant funds in the amount of \$25,000.00 ("**Grant Funds**") within thirty (30) days of the execution of this Agreement by all the Parties.

#### **B. Use of Grant Funds**

The Grantee shall use Grant Funds to aid eligible individuals employed by King George County government or King George County Schools who face hardships as a result of the costs associated with housing within King George County, Virginia as provided herein ("**Employee**" or "**Employees**"). Funds may support Employees with payments to be applied to the purchase price or closing costs for the purchase of a single-family home or townhome, whether new or a resale, located within the Walnut Hill Subdivision, King George County, Virginia ("**Home**"). The Grantee shall use no more than \$2,500.00 of Grant Funds for internal administrative support. Each eligible Employee may receive up to a maximum of \$2,500.00. The Employee must apply for the grant prior to closing on the purchase of the Home.

#### **C. General Administration of Grant Funds**

The Grantee shall establish an application process by which an Employee, in order to be eligible to receive a portion of Grant Funds, shall provide to Grantee and Grantee shall confirm, the following:

- Verification of employment status with King George County government or King George County Schools;
- Verification of work email address;
- Valid agreement to purchase a qualifying Home; and

Grantee shall maintain records of the foregoing for each Employee who applies for Grant Funds, along with information detailing the amount of Grant Funds provided to each Employee deemed eligible to receive Grant Funds. The Employee must apply for the grant prior to closing on the purchase of the Home. All Grant Funds awarded to Employees shall be paid directly to the settlement agent that conducts the closing on the Employee's purchase of the Home. In circumstances when an Employee has made a timely application, but the grant cannot be processed in time to meet the timing of the closing, then the Grantee may pay the grant directly to the Employee upon proof that the Employee has completed the purchase of the Home. Grantee shall complete and maintain quarterly reports, inclusive of summary statistics generated from the criteria listed in this Section ("Quarterly Reports").

#### **D. ADMINISTRATIVE REQUIREMENTS**

##### **1. Financial Management**

The Grantee shall adhere to generally accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred in administering and awarding Grant Funds.

##### **2. Documentation and Record-Keeping**

###### **a. Records to be Maintained**

The Grantee shall retain all records pertinent to this Agreement, including but not limited to all applications received, Grant Funds expended, and other costs incurred, for a period of five years after the final payment of Grant Funds to an Employee. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any such records pending before the expiration of the five-year period, then such records must be retained until completion of the actions and/or resolution of all issues, or the expiration of the five-year period, whichever occurs later.

###### **b. Data**

The Grantee shall maintain data demonstrating Employee eligibility for grant fund assistance provided. Such data shall include, but not be limited to, Employee name, address, income level or other basis for determining eligibility, and description of assistance provided. Such data shall include the Quarterly Reports and shall be made available to the County for review within thirty (30) days of the County's request.

###### **c. Disclosure**

Grantor and Grantee agree and understand that the use or disclosure of Employee information collected under this Agreement by the Grantor or Grantee, when not directly connected with the administration of this Agreement, is prohibited, unless written consent is obtained from

the Employee. The Parties agree and understand that the County may disclose any information related to this Agreement as required to comply with applicable public disclosure or open records laws, including but not limited to the Virginia Freedom of Information Act, Virginia Code § 2.2-3700, et seq.

d. Close-Outs

The Grantee's obligation to the Grantor as a condition of accepting the grant funds shall end upon distribution of all Grant Funds. The obligation of the Grantee to the County shall not end until all close-out requirements are completed and applicable timeline for the retention of records in Section D(2)(a) has ended.

E. TERM/GRANT PERIODS

The initial term of this Agreement shall end on December 31, 2024 ("Initial Grant Period"). Should Grant Funds remain at the end of the Initial Grant Period, subsequent grant periods of one year ending on December 31 of each subsequent year shall commence until all Grant Funds are expended ("Subsequent Grant Periods").

F. REPORTING PROCEDURES

The Grantee shall submit a final project report to the County upon close of the Initial Grant Period on or before January 31, 2023, which shall consist of summary statistics of the general administrative criteria outlined in Section C of this Agreement. Subsequent final project reports for any Subsequent Grant Periods shall be due on the following January 31 of each applicable year until all Grant Funds are expended.

G. NOTICES

Communication and details concerning this Agreement shall be directed in writing to the following representatives for the parties unless written notice is given to modify a representative. Notice shall be deemed effective 3 days after depositing notice in the U.S. Mail addressed as set forth below with an electronic copy sent by email:

<u>Grantor</u>	<u>Grantee</u>
James E. Jarrell III	Janel S. Donohue
President	President
Walnut Hill Development Corporation	Rappahannock United Way, Inc.
1005 Sophia St	3310 Shannon Park Drive
Fredericksburg, VA 22401	Fredericksburg, VA 22408
Email: <a href="mailto:jjarrell3@jarrellinc.com">jjarrell3@jarrellinc.com</a>	Email: <a href="mailto:jdonohue@rappahannockunitedway.org">jdonohue@rappahannockunitedway.org</a>

H. MISCELLANEOUS

1. Relationship of the Parties

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an employment or agency relationship between the Parties. Grantee is not providing a service to Grantor or to the County and is and at all times shall be considered a grant recipient under this Agreement. The Parties are independent contractors for all purposes.

**2. Indemnification**

The Grantee shall hold harmless, defend and indemnify the Grantor and the County, and the County's officers, employees and agents, from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Grantee's use of Grant Funds and/or for anything related to this Agreement.

**3. Grantor Recognition**

The Grantee shall ensure recognition of Grantor's role in providing grant funds to the Grantee.

**4. Amendments**

The Parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each of the Parties.

**5. Dispute Resolution and Termination**

The Parties shall first, in good faith, attempt to negotiate and directly resolve any disputes arising from this Agreement. If the dispute cannot be resolved within fifteen (15) business days, the Parties may terminate this Agreement pursuant to Section H(6).

**6. Termination**

Grantee may terminate this Agreement at any time by giving written notice to the other parties of such termination and specifying the effective date thereof at least ten (10) business days before the effective date of such termination. In the event of termination by Grantee, any unspent Grant Funds held by Grantee shall be returned to the Grantor and documentation accounting for the use of the funds already expended shall be provided to Grantor and the County. Additionally, any requirements in this Agreement which require Grantee to maintain records shall not terminate and survive until the applicable time period provided herein ends.

**7. Severability**

If any provision of this Agreement is adjudged or decreed to be invalid, by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless continue to be valid, binding, and in full force and effect.

**8. Governing Law, Forum and Venue**

The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of the Commonwealth of Virginia, without regard to its Conflict of Laws provisions. Any claim or suit under this Agreement shall be brought in the courts of King George County, Virginia.

**9. Entire Agreement**

This instrument contains the entire Agreement between the Parties. No verbal agreement, conversation or representation between any officers, agents, or employees of the parties hereto either before or after the execution of this Agreement, shall affect obligations herein contained.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WALNUT HILL DEVELOPMENT CORPORATION  
INC.

RAPPAHANNOCK UNITED WAY,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

Emergency Action Plan

Walnut Hill Homeowner's Association  
Emergency Action Plan

**Walnut Hill Homeowner's Association  
Emergency Action Plan**

Walnut Hill Homeowner's Association  
Emergency Action Plan

**EMERGENCY ACTION PLAN  
for  
WALNUT HILL SUBDIVISION**

**INTERSECTION OF OWENS DRIVE and HAZELNUT LANE KING GEORGE,  
VA 22485**

**38.34312019879569, -77.08359269714582**

**DATE PREPARED: 9/15/2023**

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## **EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS**

**The following volunteer's are not a substitute for officials from Federal, State or Local emergency services authorities, but rather a neighborhood support system to assist in egress for Walnut Hill residents.**

DESIGNATED RESPONSIBLE OFFICIAL (Walnut Hill Homeowner's Association President):

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_)

EMERGENCY COORDINATOR (Walnut Hill Homeowner's Association Vice-President):

Name: \_\_\_\_\_ Phone: (\_\_\_\_\_)

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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## **EVACUATION ROUTES**

- Evacuation route maps and this Emergency Action Plan have been included in each homeowner's HOA package. The following information is marked on evacuation maps:
  1. Primary Egress Route
  2. Secondary Egress Route
  3. Emergency Egress Route – Owens Drive
  4. Emergency Egress Route – Dahlgren Road
  5. Locations of fire hydrants

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**EMERGENCY PHONE NUMBERS**

KING GEORGE FIRE: 911

KING GEORGE RESUCE & EMERGENCY SERVICES:

911

KING GEORGE SHERIFF'S DEPARTMENT:

911

**NON-EMERGENCY PHONE NUMBERS**

HOA MANAGEMENT: 540-899-3825

KING GEORGE DAHLGREN ENGINE COMPANY 2:

540-663-3252

KING GEORGE RESUCE & EMERGENCY SERVICES:

540-775-2222

KING GEORGE SHERIFF'S DEPARTMENT:

540-775-2049

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**UTILITY COMPANY EMERGENCY CONTACTS**

**DOMINION ENERGY - ELECTRIC:**

866-366-4357

**KING GEORGE SERVICE AUTHORITY WATER:**

800-648-1010

**KING GEORGE SERVICE AUTHORITY WATER AFTER HOURS:**

540-775-2049

## **EMERGENCY REPORTING AND EVACUATION PROCEDURES**

Types of emergencies to be reported by HOA personnel are emergencies that affect the Walnut Hill Sudivision including:

- MEDICAL
- FIRE
- SEVERE WEATHER
- EXTENDED POWER LOSS
- CAR ACCIDENT
- WATER MAIN BREAK
- SMOKE DETECTOR FACT SHEET - NFPA
- FIRE EXTINGUISHER FACT SHEET - NFPA

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## **MEDICAL EMERGENCY**

- Call medical emergency phone number (check applicable):
  - Rescue and Emergency Services
  - Fire Department
- Provide the following information:
  - a. Nature of medical emergency,
  - b. Location of the emergency (address) and
  - c. Your name and phone number from which you are calling.
- Do not move the victim unless absolutely necessary.
- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
  - a) Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
  - b) Clear the air passages using the Heimlich Maneuver in case of choking.

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## FIRE EMERGENCY

*When fire is discovered:*

- Notify the local Fire Department by calling 911

*Fight the fire ONLY if:*

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

*Upon being notified about the fire emergency, occupants must:*

- Leave the home using the designated escape routes.
- Assemble in a safety area at least 500' away from the fire.
- Remain outside until the competent authority (Federal, State or Local official or designee) announces that it is safe to reenter.
- If the Primary Egress is blocked, and there is not route around the accident, proceed to Secondary Egress, if the Secondary Egress is blocked, proceed to respective Emergency Egress Routes

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## EXTENDED POWER LOSS

In the event of extended power loss to the subdivision certain precautionary measures should be taken depending on the geographical location and environment of the outage:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Homes with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
  - Standpipes
  - Potable water lines
  - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

## SEVERE WEATHER AND NATURAL DISASTERS

### ***Tornado:***

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

### ***Earthquake:***

- Stay calm and await instructions from the Federal, State or Local officials or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as shown on the EVACUTATION ROUTE MAP

### ***Flood:***

#### *If indoors:*

- Be ready to evacuate as directed by the Federal, State or Local officials or the designated official.
- Follow the recommended primary, secondary or emergency egress evacuation routes.

#### *If outdoors:*

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

### ***Hurricane:***

- The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

#### *Once a hurricane watch has been issued:*

- Stay calm and await instructions from the Federal, State or Local official or the designated official.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and

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openings.

- Collect drinking water in appropriate containers.

*Once a hurricane warning has been issued:*

- Be ready to evacuate as directed by the Federal, State or Local officials
- Leave areas that might be affected by storm tide or stream flooding.

*During a hurricane:*

- Remain indoors and consider the following:
  - Small interior rooms on the lowest floor and without windows,
  - Hallways on the lowest floor away from doors and windows, and
  - Rooms constructed with reinforced concrete, brick, or block with no windows.

***Blizzard:***

- Stay calm and await instructions from the Federal, State or Local officials or the designated official.
- Stay indoors!
- If there is no heat:
  - Close off unneeded rooms or areas.
  - Stuff towels or rags in cracks under doors.
  - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

If the Primary Egress is blocked, and there is not a route around the accident, proceed to Secondary Egress, if the Secondary Egress is blocked, proceed to respective Emergency Egress Routes

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## CAR ACCIDENT

- Call medical emergency phone number (check applicable):
  - Rescue and Emergency Services
  - Fire Department
- Provide the following information:
  - a) Nature of accident emergency,
  - b) Location of the accident (nearest address) and
  - c) Your name and phone number from which you are calling.
- Do not move the victim(s) unless absolutely necessary.
- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
  - a) Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
  - b) Clear the air passages using the Heimlich Maneuver in case of choking.
- If the Primary Egress is blocked, and there is not route around the accident, proceed to Secondary Egress, if the Secondary Egress is blocked, proceed to respective Emergency Egress Routes

## **WATER MAIN BREAK**

- Call King George Service Authority emergency phone number (check applicable), if in a hazard location also call EMS and Fire:
  - King George Service Authority
  - Rescue and Emergency Services
  - Fire Department
- Provide the following information:
  - a. Nature of water main break,
  - b. Location of the break (nearest address) and
  - c. Your name and phone number from which you are calling.
- Do not advance towards the water break.
- If the Primary Egress is blocked, and there is not route around the accident, proceed to Secondary Egress, if the Secondary Egress is blocked, proceed to respective Emergency Egress Routes

# Smoke Alarms at Home

**SMOKE ALARMS ARE A KEY PART** of a home fire escape plan. When there is a fire, smoke spreads fast. Working smoke alarms give you early warning so you can get outside quickly.

## SAFETY TIPS

- Install smoke alarms in every bedroom. They should also be outside each sleeping area and on every level of the home. Install alarms in the basement.
- Large homes may need extra smoke alarms.
- It is best to use interconnected smoke alarms. When one smoke alarm sounds, they all sound.
- Test all smoke alarms at least once a month. Press the test button to be sure the alarm is working.
- Current alarms on the market employ different types of technology including multi-sensing, which could include smoke and carbon monoxide combined.
- Today's smoke alarms will be more technologically advanced to respond to a multitude of fire conditions, yet mitigate false alarms.
- A smoke alarm should be on the ceiling or high on a wall. Keep smoke alarms away from the kitchen to reduce false alarms. They should be at least 10 feet (3 meters) from the stove.
- People who are hard-of-hearing or deaf can use special alarms. These alarms have strobe lights and bed shakers.
- Replace all smoke alarms when they are 10 years old.

## FACTS

- ① A closed door may slow the spread of smoke, heat, and fire.
- ① Smoke alarms should be installed inside every sleeping room, outside each separate sleeping area, and on every level. Smoke alarms should be connected so when one sounds, they all sound. Most homes do not have this level of protection.
- ① Roughly 3 out of 5 fire deaths happen in homes with no smoke alarms or no working smoke alarms.



**NATIONAL FIRE  
PROTECTION ASSOCIATION WALNUT HILL SUBDIVISION**  
The leading information and knowledge resource  
on fire, electrical and related hazards

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FACT SHEET

## FIRE EXTINGUISHER LOCATION AND PLACEMENT

Code officials are charged with ensuring that occupancies are properly outfitted with fire extinguishers and that they are placed in the right locations. This resource identifies which occupancies require extinguishers and where they should be placed within them. It also outlines related fire extinguisher requirements in NFPA® 10, *Standard for Portable Fire Extinguishers* (2022).

### Occupancy Requirements

Fire extinguishers are required in the following occupancy types:

Ambulatory health care	Hotel and dormitory	Health care
Apartments	Industrial	Educational
Assemblies	Lodging and rooming	Storage
Businesses	Mercantile	Detention and correctional
Day care	Occupancies in special structures	Residential board and care

Fire extinguishers are not required in one- and two-family dwellings. For more information on occupancy requirements, see Table 13.6.1.2 of NFPA 1, *Fire Code* (2021).

### Where and How Should Extinguishers Be Located?

Fire extinguishers that are placed correctly can be accessed more quickly to help control a fire until the fire department arrives. Fire extinguishers are not intended to be a substitute for evacuating the building safely and quickly. Two key factors for locating extinguishers are that they should be accessible and visible.

#### Accessible

Extinguishers should be placed where they are readily accessible in the event of a fire, which typically includes normal paths of travel.

If extinguisher weighs  
more than 40 lb (18.14 kg) ...

- Top of extinguisher cannot be more than 3.5 ft (1.07 m) from the ground
- Bottom of extinguisher must be at least 4 in. (102 mm) off the ground



#### Visible

If visual obstructions cannot be avoided, then arrows, lights, or signs are needed to help indicate where a fire extinguisher is located.

If extinguisher weighs  
less than 40 lb (18.14 kg) ...

- Top of extinguisher cannot be more than 5 ft (1.53 m) from the ground
- Bottom of extinguisher must be at least 4 in. (102 mm) off the ground

In both cases, this includes extinguishers in cabinets, but it does not include wheeled extinguishers.

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## CRITICAL OPERATIONS

During some emergency situations, it may be necessary for some specially assigned personnel to assist in opening the emergency egress gate from Wildflower Lane to Dahlgren Rd, as shown in the EVACUTATION ROUTE MAP.

- Personnel involved in critical operations may remain on the site upon the permission of the Federal, State or Local official or Emergency Coordinator.

KNOX PADLOCKS are the specified lock system for the emergency gate. Generally, the same as the attached brochure.

The following personnel have read this Emergency Action Plan, tested the emergency egress gate on Wildflower Way and familiarized themselves with the Primary, Secondary and Emergency Egress Routes out of Walnut Hill Subdivision and are volunteering to support their neighbors exit the community if routes are blocked.

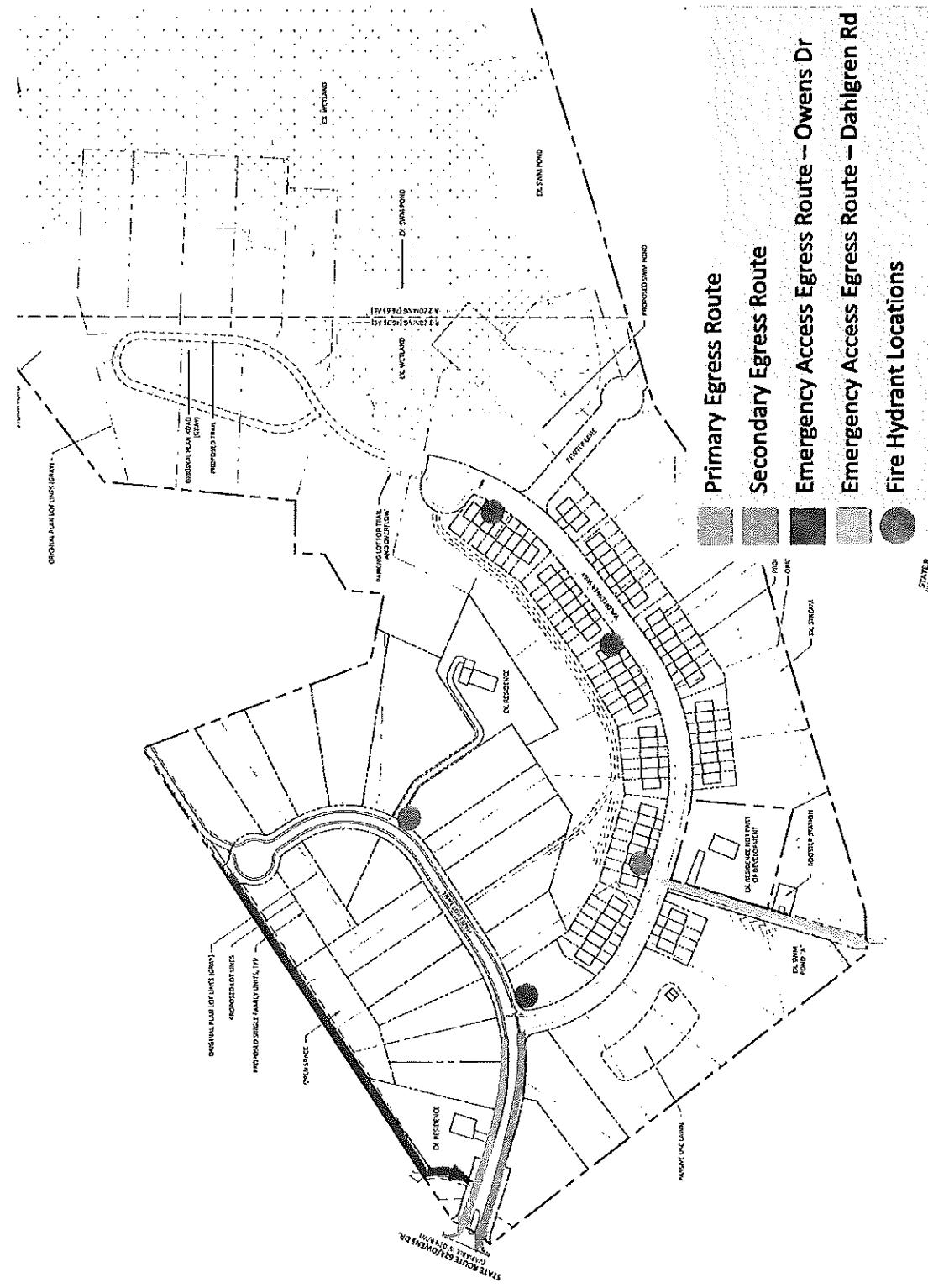
Walnut Hill Subdivision:

Name	Title	Responsibility	Date
	President	Gate Keyholder	
	Vice-President	Gate Keyholder	
	Treasurer	Gate Keyholder	

**The following volunteer's are not a substitute for officials from Federal, State or Local emergency services authorities, but rather a neighborhood support system to assist in egress for Walnut Hill residents.**

## Walnut Hill Homeowner's Association Emergency Action Plan

## EVACUATION ROUTE MAP



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## KNOXBOX



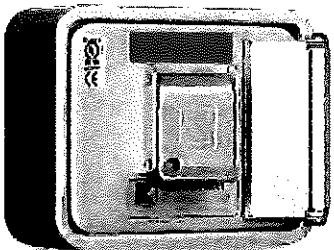
### KNOX RESIDENTIAL BOX™

The Knox Residential Box enables residents to securely provide permanent or temporary access to house keys for emergency responders. Compatible for use in homes, gated communities and apartment complexes, Knox Residential Boxes offer unmatched convenience and assurance that medical, fire and public safety personnel can gain access rapidly and safely.

Available in 3 colors:



Door Hanger  
Model #1059



Surface Mount  
Model #1052

**WEIGHT:**  
Surface Mount: 6.05 lbs  
Door Hanger: 8.65 lbs.

**DIMENSIONS:**  
Surface Mount Body: 4" H x 5" W x 2-3/4" D  
Door Hanger: 4" H x 6" W x 2-3/4" D

Note: For commercial applications, see KnoxBox® 3200 or KnoxVault® 4400.

#### FEATURES

- Holds up to 2 keys in interior compartment
- Built Knox-Rugged and secured: UL 1097, 497, 1832, 1810
- Finished with Knox-Coat® to protect four times better than standard powder coat
- Weather-resistant door gasket

#### BENEFITS

- Allows emergency responders to enter property/home quickly
- Reduces forced entry property damage
- Reduces risk of injury to emergency responders and residents
- Re-sealing property is easier and faster

#### OPTIONS

- 6 color options: Aluminum, Black, Dark Bronze
- Knox Tamper Alert connects to building's alarm system for extra security
- Mounting option: Surface mounted or door hanger for use with 1-7/8" door for temporary applications

#### ORDERING SPECIFICATIONS

To ensure procurement and delivery of the Knox Residential Box hinged-door model, use the following building specification paragraph:

Knox Residential Box surface or door mount, 1/4" plate steel housing, 1/4" thick steel door with interior gasket seal and stainless steel door hinge. Box and lock UL® Listed. The lock has 1/8" thick dual cover with tamper and mounting capability.

**Exterior Dimensions:**  
Surface mount: 4" H x 6" W x 2-3/4" D  
Door hanger: 4" H x 5" W x 2-3/4" D

**Lock:** UL Listed. Double-action rotating tumblers and hardened steel pins accessed by a bitted cut key.

**Finish:** Knox-Coat® proprietary finishing process

**Colors:** Aluminum, Black, Dark Bronze

**P/N:** Knox Residential Box (mfr's cat. ID)

**Mfr's Name:** KNOX COMPANY

