



TOWN OF HAYMARKET TOWN COUNCIL  
CONTINUATION MEETING  
~ AGENDA ~

Kimberly Henry, Clerk of the Council  
<http://www.townofhaymarket.org/>

15000 Washington St  
Haymarket, VA 20169

Tuesday, July 23, 2013

7:00 PM

Council Chambers

## 1. Call to Order

## 2. Agenda Items

### A. 14550 John Marshall Highway - Rezoning Application

QBE Global, LLC, dba Haymarket Properties Group, LLC, has submitted a Zoning Map Amendment Application to rezone the former PACE West School property, encompassing approximately 8.8 acres, from the R-1 Residential Zoning District to the B-1 Commercial Zoning District. The application is being co-processed with a boundary line adjustment application, also submitted by QBE Global, LLC, to bring the entirety of the PACE West property with the Town's corporate limits. At its June 4 meeting, the Town Council instructed staff to schedule joint public hearing with the Planning Commission. The public hearing is scheduled for June 27, 2013. At its June 17 meeting, the Planning Commission scheduled a second public hearing on the application for July 8, 2013.

#### BACKGROUND

The Applicant is the contract purchaser of the former PACE West School property. The Applicant has received zoning approval to permit continued use of the recreation fields (by PWC Department of Parks and Recreation) and school (St. Paul's School) under the R-1 zoning district. The Applicant has also received zoning approval to permit a church use within the building and has filed a special use permit for limited professional office use. Existing parking spaces on the property exceed the Zoning Ordinance standard.

The school and church use is expected to continue until such time as the Applicant requires the entire building for its headquarters. The Applicant has proffered continued use of the recreation fields so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. If for a period of one year no parties agree to lease, the property owner will have the option to continue to maintain the fields or develop the property under the by-right zoning. The Applicant has also proffered to complete a final site plan for the property once office use exceeds 40% of the building.

A rezoning of the property would preclude development of single-family residential units and townhouse units. The park, school, and church uses would be permitted to continue to operate under the B-1 zoning district as "grandfathered" uses. The entire property would be assessed a commercial real estate tax.

#### ISSUES FOR CONSIDERATION

The Planning Commission is to consider whether the amendments are in furtherance of the public necessity, convenience, general welfare, and good zoning practice; to consider whether the amendments are consistent with the Town's Comprehensive Plan; and to consider the impact of the amendments on the services, character, and needs of the community.

Section 58-429 further states the proposed amendments shall be considered with reasonable consideration of the following matters:

- (1) Existing use and character of the area;
- (2) Suitability of the property for various uses;
- (3) Trends of growth or change;

- (4) Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies;
- (5) Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains; and
- (6) Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town.

#### COMPREHENSIVE PLAN - TRANSITIONAL COMMERCIAL LAND USE

The subject property is designated by the Comprehensive Plan as Public / Semi Public. The Comprehensive Plan's guidance regarding the development of these planned areas is as follows:

*"the land adjacent to the school should be protected and maintained in the event that the school facility becomes available for rehabilitation for public use. Adjacent areas should be well planned to insure compatibility with the school site as a public use facility...close coordination must be maintained with the Prince William County School Board and the Board of County Supervisors so that the full potential of this site may be explored as a social, business and recreational center for the Town and adjoining area residents."*

#### B-1 ZONING DISTRICT - PURPOSE AND INTENT

Section 58-176 of the Zoning Ordinance states the intent of the B-1 zoning district as follows:

*"The town center district B-1 provides primarily for retail shopping and personal services uses to be developed either as a unit or in individual parcels oriented to attracting pedestrian shoppers, tourism and local convenience. Recognizing the economic value of the existing historical area, it shall further be the intent of the district to encourage the retention and rehabilitation of structures and uses in the district that have historic and/or architectural significance. The range, size, hours of operation, lighting, signs and other developmental aspects of permitted uses may be limited in order to enhance the general character and historic nature of its compatibility with its residential surroundings."*

#### DRAFT MOTION(S)

##### Planning Commission

1. I move that the Planning Commission forward REZ#20130528, Haymarket Properties Group, LLC, 14550 John Marshall Highway, to a future meeting for further consideration.

Or,

2. I move that the Planning Commission forward REZ#20130528, Haymarket Properties Group, LLC, 14550 John Marshall Highway, to the Town Council with a recommendation of [approval] [denial] based on the following findings: \_\_\_\_\_.

Or, 3. I move an alternate motion

##### Town Council

1. I move that the Town Council REZ#20130528, Haymarket Properties Group, LLC, 14550 John Marshall Highway, to a future meeting for further consideration.

Or, 2. I move an alternate motion

#### **B. Haymarket Quilters**

**The Haymarket Quilter's have requested a relief from the "Town Hall Rental Fee". Council directed staff to work with the Quilting group to obtain four (4) dates for consideration. They have provided us with the following:**

Haymarket Quilters Unlimited has chosen the following four dates at no charge for the Town

Hall facilities:

September 14, 2013

November 2, 2013

December 7, 2013

March 15, 2014

### **3. Adjournment**



May 28, 2013

Mayor Leake and Members of the Town Council  
15000 Washington St., Suite 100  
Haymarket, VA 20169

Dear Mayor Leake and Members of the Town Council:

As a follow-up to yesterday's meeting, I am including a new application package for rezoning the Pace West property from its current zoning of residential and agricultural to a zoning designation of 100% commercial use. In addition, a boundary line adjustment will be submitted for approval and subsequent public hearing notice on or about June 20, 2013.

I thank the Mayor and the Town Council for their assistance and attention to this matter.

Respectfully,

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



- Check Appropriate Item(s):
- Amendment to Zoning Map
  - Zoning Text Amendment

Office Use Only
Date Received: _____
Application Number: _____
Fees Received: _____

**Part 1** – to be completed by **ALL** applicants

**1-A Identification of Property** – For zoning text amendments, this is the property in which the applicant has an interest, which will be affected by the text change. For zoning map amendments, it is the land, which is covered by the application.

- 1) Number and Street: 14550 John Marshall Highway, Haymarket, VA 20169
- 2) Present Zoning: R1 (Town), A1 (PWC) 3 Acres: 8.8
- 4) Legal Description of Property (Omit for zoning text amendment) – Attach if necessary.  
See attached MEtes & Bounds description and rezoning plat

**1-B Property** – (Omit for zoning text amendments)

- 1) The deed restrictions, covenants, trust indentures, etc. on said property are as follows (or copy attached); if NONE, so state: None
- 2) a) Has this property or any part thereof ever been considered for Variance, Special Use, Appeal of Administrative Decision or Amendment to the Zoning District Map before?  
 YES  NO  
b) Date: \_\_\_\_\_ c) Former Application No. \_\_\_\_\_  
d) What was the disposition of the case? \_\_\_\_\_  
e) Former Applicant Name: \_\_\_\_\_  
Former Address: \_\_\_\_\_  
Former Phone: \_\_\_\_\_

**1-C Identification of Applicant** – All applicants must have standing (an interest in property that will be directly affected by requested action)

- 1) Applicant Information:  
Name: Haymarket Properties Group, LLC  
Address: 15000 Washington Street, Suite 200, Haymarket, VA 20169  
Phone Number: 571-766-1022
- 2) Agent Information (if any):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

- 3) Owners of all property included in this application (omit for zoning text change):
  - Name: Prince William County Schools
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Name: QBE Global, LLC
  - Address: 15000 Washington Street, Suite 200, Haymarket, VA 20169
  - Phone Number: 571-766-1022
  - Name: Haymarket Properties Group, LLC
  - Address: 15000 Washington Street, Suite 200, Haymarket, VA 20169
  - Phone Number: 571-766-1022
  - Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  
- 4) If applicant is a Land Trust or Partnership or if the subject property is owned or controlled by a Land Trust or Partnership, List name and interest of **ALL** Land Trust Beneficiaries or Partners and attach evidence that the person submitting the application on behalf of the Land Trust or Partnership is authorized to do so.
  - Trustee/Partner Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_
  - \_\_\_\_\_
  - Beneficiary/Partner Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_
  - \_\_\_\_\_
  - Beneficiary/Partner Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_ Interest: \_\_\_\_\_
  - \_\_\_\_\_
  
- 5) Does the applicant have a proprietary interest in the land or land improvements?  YES  NO (In the case of a zoning text amendment, this means at least one parcel of land is subject to the text change)
  - If YES, state interest and attach documentation: \_\_\_\_\_
  - See attached Contract, Section 4.
  - If NO, state what interest otherwise qualifies the applicant to apply: \_\_\_\_\_
  - \_\_\_\_\_
  
- 6) Names of the owners of improvement(s) on the property in this application if different from above: (Omit for zoning text amendment)
  - Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  
- 7) If the applicant is a corporation, attach the evidence that the person submitting the application on behalf of the corporation is authorized to do so.

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



**Part 2 – Complete ONLY portion(s) pertaining to your case.** (as checked at top of Page 1)

**2-A Rezoning** – (Amendment to the zoning district map) – Applications for Amendments to the Zoning District Map are heard by the Planning Commission which makes a positive or negative recommendation to the Town Council. Only the Town Council has authority to grant or deny amendments to the Zoning District Map.

- 1) a) Existing Zoning: R1 (Town) b) Proposed Zoning: B1 (Town)
- c) Existing Use: School / Recreation
- d) Proposed Use: General Office / Recreation
- 2) a) The following are submitted with this application:
  - Preliminary Site Plan  Rendering or Perspective  Other
- b) Are there any land use intensity (LUI) requirements?  YES  NO
- c) Attach brief justifying this request. This brief should include an analysis of how the rezoning application is supportive or not supportive of relevant goals, objectives, policies or programs in the Comprehensive Plan. (Staff will assist.)

**2-B Zoning Text Amendment** – Applications for amendments to the zoning text are heard by the Planning Commission, which makes a recommendation to the Town Council. Only the Town Council has the authority to change the zoning text, which is done by passing an amendment to the Town Code.

- 1) What section(s) of the Town Code is proposed to be amended? Requesting amendment to the B1 Zoning District, Section 58-177
- 2) What is the nature of the proposed change? Permit church use
- 3) Attach the exact language suggested by the application to be added, deleted, or changed in the Town Code.
- 4) Attach a written statement which justifies the proposed change. The statement should also identify potential positive and negative impacts (if any) of the proposed change to the applicant's property, nearby properties, and the entire community if the application is approved or if it is denied.

**Part 3 – To be completed by ALL applicants**

**AFFIDAVIT** – This part of the application must be notarized. Do not sign until in the presence of a Notary Public.

- 1) To the best of my knowledge, I hereby affirm that all information in this application and any attached material and documents are true:
  - a) Signature of **applicant**: [Signature]
  - b) Signature of **agent** (if any): N/A
  - c) Date: 7 June 2013 Notary Seal
- 2) a) Signed and sworn before me this: 7 June 2013
- b) Signature of **Notary**: [Signature]  
My commission expires January 31, 2015

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

**Attachment 1**

**Sec. 58-423 Conflict of Interest Statement:**

Pursuant to Town Code Section 58-423, QBE Global, LLC and all associated entities declare that no member of the council or the commission has an interest in such property, whether individually, by ownership of stock in a corporation owning such land or by partnership, or whether a member of the immediate household of any member has such interest.

Signature of Applicant:  Date: 7 June 2013

Signed and sworn before me this: 7 June 2013

Signature of Notary:  Notary Seal:

*My commission expires January 31, 2015.*

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)





## Attachment 2

### Rezoning Narrative

#### Background

QBE Global, LLC is the contract purchaser on the property owned by the Prince William County School Division, known as the PACE West School. The property, which under the School Board's ownership has been exempt from taxation, lies partly within the Town of Haymarket and partly within the County. The property is approximately 8.8 acres, a majority of it, including most of the main building, lies within the Town.

QBE's plan is to share and sub-lease portions of the building to allow other local companies to grow and prosper until we can fully utilize the space, which is projected to be over the next 5-10 years. As our company grows, so does the number of people we will employ, which generates income for the economy and revenue for the tax bases of both the Town and the County. Our plan for public space use will allow for the County Parks and Recreation use of the fields. QBE is currently working with the County Parks and Recreation to propose adequate access and parking for the efficient use of the sports fields.

We think this project can only come to fruition on the scale and within the time frame we envision if the entire parcel is placed within the Town's boundaries. As such, we have petitioned the Town Council to initiate a Boundary Line Adjustment Agreement with Prince William County. The Town is a good choice because it is our intent that this project harmonize with other land uses and businesses nearby in the Town, and we already have business operations which will continue in the Town. We believe that our plans will produce a project that will benefit the public consistent with the Town and County's community goals.

QBE is excited about this project because it will contribute to the economy, will provide reliable access to the fields for recreation, and will allow us to grow as a corporate citizen of both the County and the Town. As such, we are also requesting to co-process a rezoning of the Pace West Property as described below.

We look forward to discussing our ideas with the Town and the Board, and hope that the Town and the Board will give favorable and expedited consideration to our request for Boundary Line Adjustment and Rezoning Application so the project can move ahead.

## Proposal

The Property is currently zoned A-1 on the County side and R-1 on the Town side. QBE proposes rezoning from R-1 to B-1 to occur after the Boundary Line Adjustment.

## Justification

Sec. 58-429 - Matters to be considered in reviewing proposed amendments.

This Application gives reasonable consideration of the following factors:

- (1) **Existing use and character of the area:** The property has historically been used as a school and parks (as an extension of the school) since 1935 and was decommissioned at the end of the school year in June 2012. On April 18<sup>th</sup> the School Board executed a sales contract, in acceptance of the plan QBE Global submitted that QBE Global would revitalize the building and maintain the Parks in a lease back to the Prince William County Parks and Recreation department. The existing use and maintenance of the property has been lacking and fallen into a state of disrepair – both the parks / landscaping and the building itself.
- (2) **Suitability of the property for various uses:** As the property sits today it is suited exactly for the proposed use, as well we have developed a long term growth plan that will allow for expansion without the disruption of the Parks use. The building will support the corporate headquarters of QBE, QBE Global, Rise Up Prince William and MLP as well as the Private school of St. Paul's School. These functions are inline with the current building and property with minimal impacts.
- (3) **Trends of growth or change:** This property has not changed its footprint for over 4 decades. The proposal will continue to protect its continued use and allow for the substantial growth of the intended businesses.
- (4) **Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies:** The future use is in line with the Town's comprehensive plan in the protection of the park and the historic underpinning the building has within the town.
- (5) **Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains:** The transportation within this site will relieve other strained residential areas that are currently impacted by housing the School in a densely populated area. This property was designed to handle surge School traffic to include an existing VDOT turn lane on John Marshall highway and the ability to house almost 60 vehicles for "drop/pickup" type of traffic. This transition is ideal for the community as the School will grow and prosper within the Town limits. As well, the Proposed Corporate Headquarters are low impact type businesses. These (QBE) are administrative offices that house demonstration facilities to display next generation technology to their customer base. The HQ for Rise Up Prince William will also be located at this location that is dedicated to Non-Profit community improvement activities that target Prince William County. The sustainment plan adds the largest planned park within the town's limits and the transition to a corporate partnership and will relieve a significant burden on the tax base; and

(6) **Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town:** This property today is becoming dilapidated causing property values to be negatively impacted. The original and current intent is to develop a partnership between the entities operating within the space, the building ownership, and a public entity to maintain the open space, the current entity is the Prince William County Parks and Recreation. This plan will allow for a Corporate / Public partnership and the immediate improvement to some major areas of disrepair improving the aesthetics of the building and property. This will create a change from being a negative impact to an attraction to the Town and improvement on the values within the Town. QBE intends to meet its obligations sales contract provided in Exhibit A.

In General this proposal aligns with the Town’s Comprehensive Plan. The Town’s Comprehensive Plan designates the property within the Town as Public / Semi-Public use. Regarding the PACE West School area, the Plan directs that “the land adjacent to the school should be protected and maintained in the event that the school facility becomes available for rehabilitation for public use. Adjacent areas should be well planned to insure compatibility with the school site as a public use facility...close coordination must be maintained with the Prince William County School Board and the Board of County Supervisors so that the full potential of this site may be explored as a social, business and recreational center for the Town and adjoining area residents.”

**Zoning Text Amendment Request**

**Proposal**

QBE Global proposes to amend Section 58-177 as follows:

*Sec. 58-177. A building or land in the B-1 district shall be used exclusively for one or more of the following uses:*

(23) Church

**Justification**

QBE Global intends to make the school immediately available to the below listed tenants/uses. The proposed rezoning will allow for commercial use by-right. School use will continue the use already permitted in the building. The requested church use along with the continued school and park use will provide the public/semi-public uses to the community consistent with the Town’s Comprehensive Plan (see Justification above).

QBE will also note that although several of the below tenants are tax exempt entities, the property will be held in private ownership and therefore will pay the full real estate and property tax to the Town and County.

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



<i>Proposed Tenant</i>	<i>Monthly Expected Operating Hours</i>	<i>Square Footage</i>	<i>Weighted Use Measurement</i>
<b>QBE Global / MLP / Rise Up Prince William</b>	(8-5 M-F) ~160 Hours	6605	25%
<b>QBE LLC</b>	(8-5 M-F) ~160 Hours	1905	7%
<b>St. Paul's School</b>	(7-7 M-F) ~240 Hours	12,137	68%
<b>Living Hope Church</b>	8-12 Sunday ~16 Hours	2080	1%

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**Attachment 3**  
**Proffer Statement**

To: Town of Haymarket  
Applicant: QBE Global, LLC / Haymarket Properties Group, LLC  
RE: Rezoning Application to rezone Property located at 14550 John Marshall Highway, Haymarket, VA 20169, Parcel ID#: GPIN 7397-19-1734 ("Property") from R-1 to B-1  
Date: June 7, 2013

Pursuant to Section 15.1-491(a) of the Code of Virginia, the undersigned hereby proffers that in the event the Application for rezoning the subject Property from R-1 to the B-1 district is granted by the Haymarket Town Council, Haymarket, Virginia, as requested, the use and development of the Property shall be in conformance with the below provisions. In the event the above referenced rezoning is not granted as applied for by Applicant, this Proffer Statement and these proffers shall be automatically withdrawn and be null and void.

In consideration of this application to B1 Zoning and discussions with the Town and the County, QBE Global would commit to the following provisions.

1. **Park Preservation:** *Owners intent, in accordance with the ratified Sales Contract attached hereto as Exhibit A, is to maintain public-use of the fields adjacent to the building, attached hereto as Exhibit B, so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. However, if for a period of one year no parties public or private agree to lease, owner will consider options to maintain the fields or be free to develop a plan that is inline with the by-right proposed zoning.*
2. **Site Plan Improvements:** *QBE will work with the Town to complete a Final Site Plan for the Property by the end of calendar year 2013. Based on the outcome of the negotiated Final Site Plan, QBE will work a schedule of implementation of all requirements in support of compliance of the Final Site Plan within 5 years of the Final Site Plan approval.*
3. **Effective Date:** *QBE would request that the effective date of the rezoning would take place subsequent to the final execution of the Boundary Line Adjustment.*
4. **Controlling Entity:** *QBE / QBE Global is in the process of creating the entity that will Purchase and operate the property, this is done for liability reasons, the name of the entity and future owner of the property is Haymarket Properties Group, LLC – VA SCC filing certificate is located in Exhibit C. The owners are the same as QBE / QBE Global.*

"I hereby proffer on behalf of QBE Global, LLC / Haymarket Properties Group, LLC, that the development and/or use of the subject Property of this application shall be in strict accordance

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)





with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the Town Council and the undersigned.”

By: \_\_\_\_\_  
Shawn M. Landry  
CEO, QBE Global, LLC  
Managing Partner, Haymarket Properties Group, LLC

**APPROVED:**

\_\_\_\_\_  
Mayor, Town of Haymarket

\_\_\_\_\_  
Date

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



**Attachment 4**

**Metes & Bounds**

**Rezoning Plat**

**ALTA Survey**

**BLA Plat**

**2005 PWC Site Plan**

**Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)**

## Metes & Bounds

Metes and Bounds Property Description  
 Of the land of  
 The County School Board of Prince William County  
 "PACE West School"  
 GPIN: 7397-19-1734  
 (Deed Book 97 at Page 445)  
 (Deed Book 99 at Page 260)  
 (Deed Book 177 at Page 503)  
 Town of Haymarket, Virginia  
 May 23, 2013

Beginning at an iron pipe found at the southwest corner of the land of Trusted Management and Services, LLC, the northern right-of-way line of John Marshall Highway (Route 55) and is further identified as the southeast corner of the property herein described.

Thence, departing said land of Trusted Management and Services, LLC and running with the said northern right-of-way line of John Marshall Highway, **N 59°39'41" W a distance of 454.00 feet** to an iron rod set at the intersection of the northern line of said John Marshall Highway and the eastern right-of-way line of Bleight Drive.

Thence, departing said John Marshall Highway and running with the eastern right-of-way line of said Bleight Drive, **N 28°02'47" E a distance of 829.12 feet** to an iron rod set at the eastern right-of-way line of Bleight Drive and the southwest corner of Parcel "A", Alexandra's Keep being the land of Alexandra's Keep Homeowners Association.

Thence, departing said eastern right-of-way line of Bleight Drive and running with said Parcel "A" and the same line continued with the aforementioned land of Trusted Management and Services, LLC, **S 59°32'55" E a distance of 475.67 feet**, crossing over an iron pipe found at 416.38 feet, to an iron pipe found at the aforementioned land of Trusted Management and Services, LLC.

Thence, continuing with the aforementioned land of Trusted Management and Services, LLC, **S 29°32'37" W a distance of 827.60 feet** to the point of beginning.

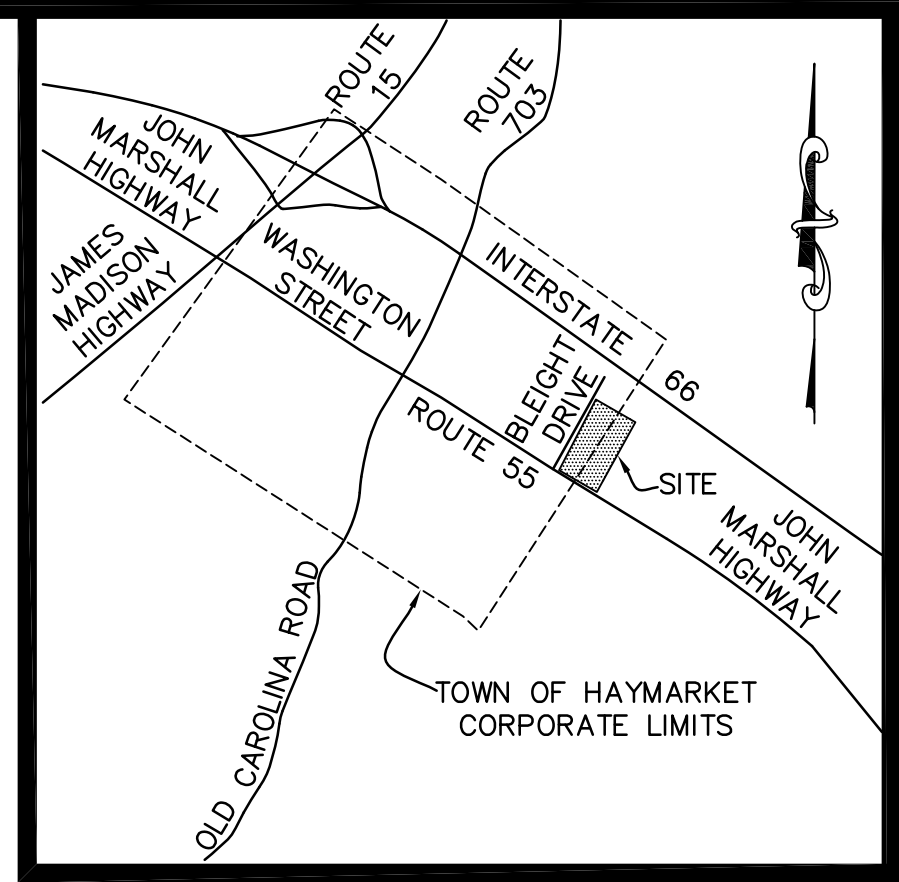
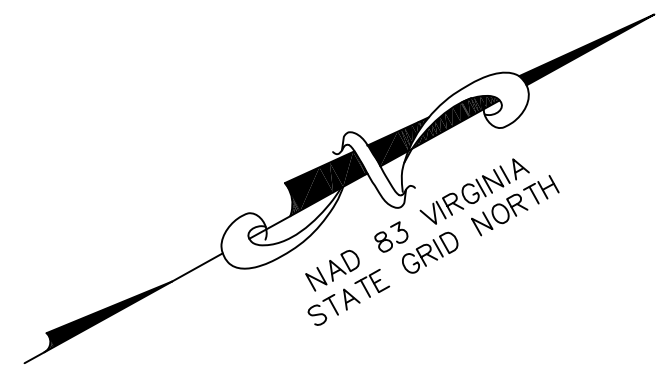
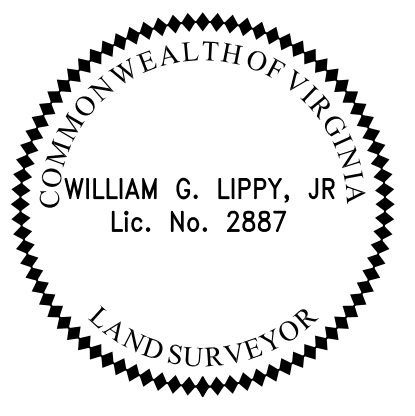
Containing 384,867 square feet or 8.8353 acres of land more or less.

# Rezoning Plat

**NOTES:**

- 1) THE PROPERTY SHOWN HEREON IS CURRENTLY IN THE NAME OF THE COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY PER DEED BOOK 97 AT PAGE 445, DEED BOOK 99 AT PAGE 260 AND DEED BOOK 177 AT PAGE 503 RECORDED AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA.
- 2) THE GEOGRAPHIC PARCEL IDENTIFICATION NUMBER FOR THE PROPERTY SHOWN HEREON IS 7397-19-1734.
- 3) NO TITLE REPORT FURNISHED. THIS SURVEY IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. UNDERLYING EASEMENTS ARE NOT SHOWN ON THIS SURVEY. ALL EXISTING PHYSICAL IMPROVEMENTS ARE NOT SHOWN HEREON.
- 4) THIS SURVEY IS BASED UPON A FIELD RUN SURVEY PERFORMED BY RICE ASSOCIATES IN MAY, 2013
- 5) THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 1983) WHICH IS TIED TO PRINCE WILLIAM COUNTY MONUMENTS: GAINESVILLE 2, PW11 AND PW12, PER RECORD PLAT FOR ALEXANDRAS KEEP SUBDIVISION, RECORDED AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA AT INSTRUMENT NUMBER 200906050054872. THE PLAT DISTANCES ARE INTENDED TO BE HORIZONTAL DISTANCES MEASURED AT THE MEAN ELEVATION OF THIS PROJECT. THE BEARINGS SHOWN ARE REFERENCED TO VCS 1983 GRID NORTH.
- 6) LOCATION OF FENCES (IF SHOWN) ARE APPROXIMATE AND DO NOT CERTIFY OWNERSHIP.
- 7) THIS PLAT WAS FORWARDED ELECTRONICALLY IN READ ONLY FORMAT. ANY ATTEMPT AT ALTERATION INVALIDATES THE SEAL AND SIGNATURE. AN ORIGINAL HARD COPY REMAINS ON FILE AT RICE ASSOCIATES.
- 8) PROPOSED TOWN B-1 ZONING OF EXISTING TOWN R-1 AND COUNTY A-1 ZONING CONTINGENT UPON AN EXECUTED BOUNDARY LINE AGREEMENT BETWEEN THE TOWN OF HAYMARKET AND PRINCE WILLIAM COUNTY

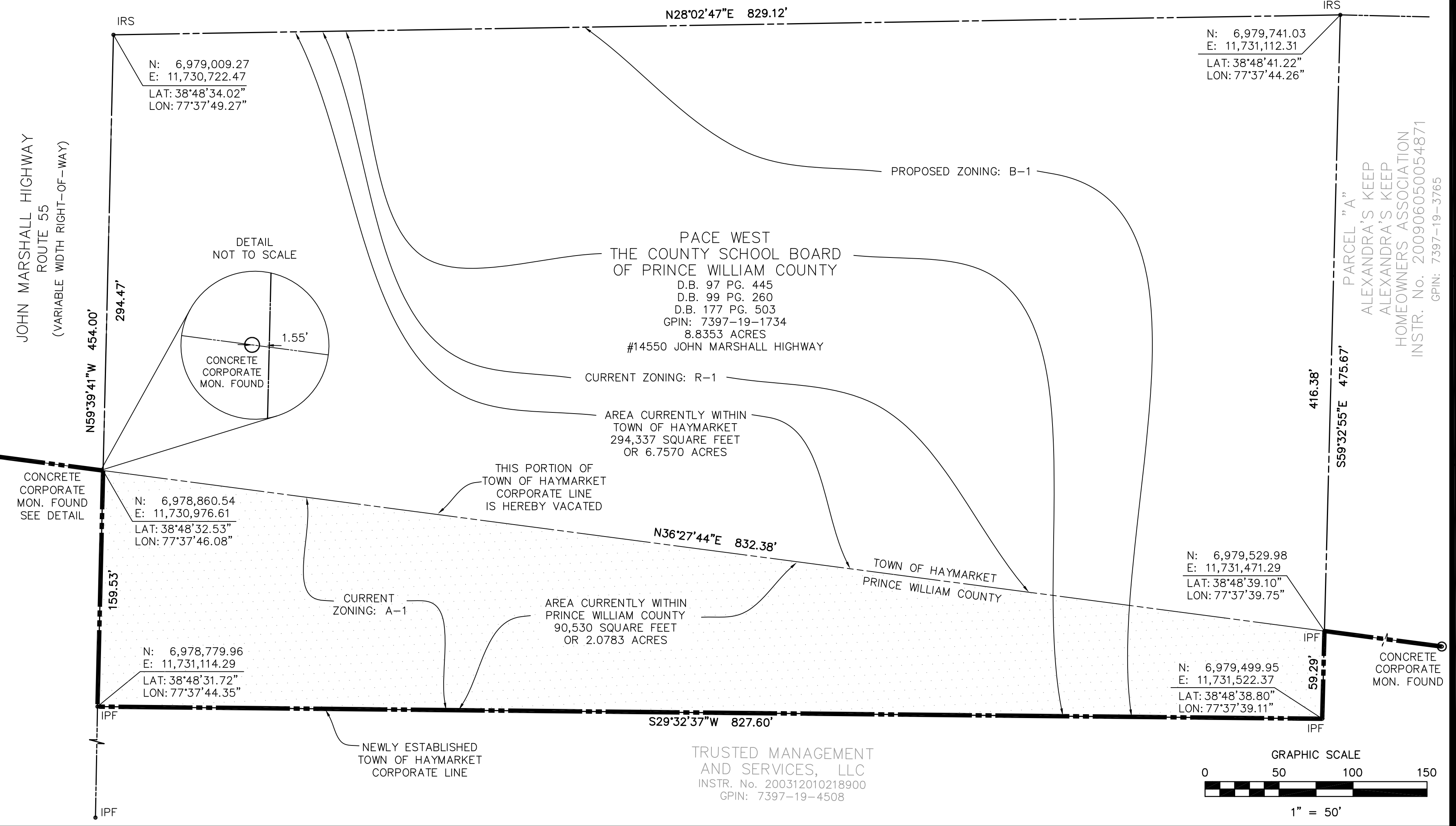
ABBREVIATION LEGEND	
D.B.	DEED BOOK
MON.	MONUMENT
PG.	PAGE
IPF	IRON PIPE FOUND
INSTR.	INSTRUMENT
No.	NUMBER
IRS	IRON ROD SET WITH CAP
GPIN	GEOGRAPHIC PARCEL IDENTIFICATION NUMBER



VICINITY MAP  
1" = 2000'

BLEIGHT DRIVE  
(40' RIGHT-OF-WAY)  
D.B. 1092 PG. 1944

N28°02'47"E 829.12'



**RICE ASSOCIATES**  
LAND SURVEYING MAPPING CONSULTANTS  
10625 GASKINS WAY  
MANASSAS, VIRGINIA 20109  
(703) 968-3200 FAX (703) 968-2705  
WWW.RICESURVEYS.COM

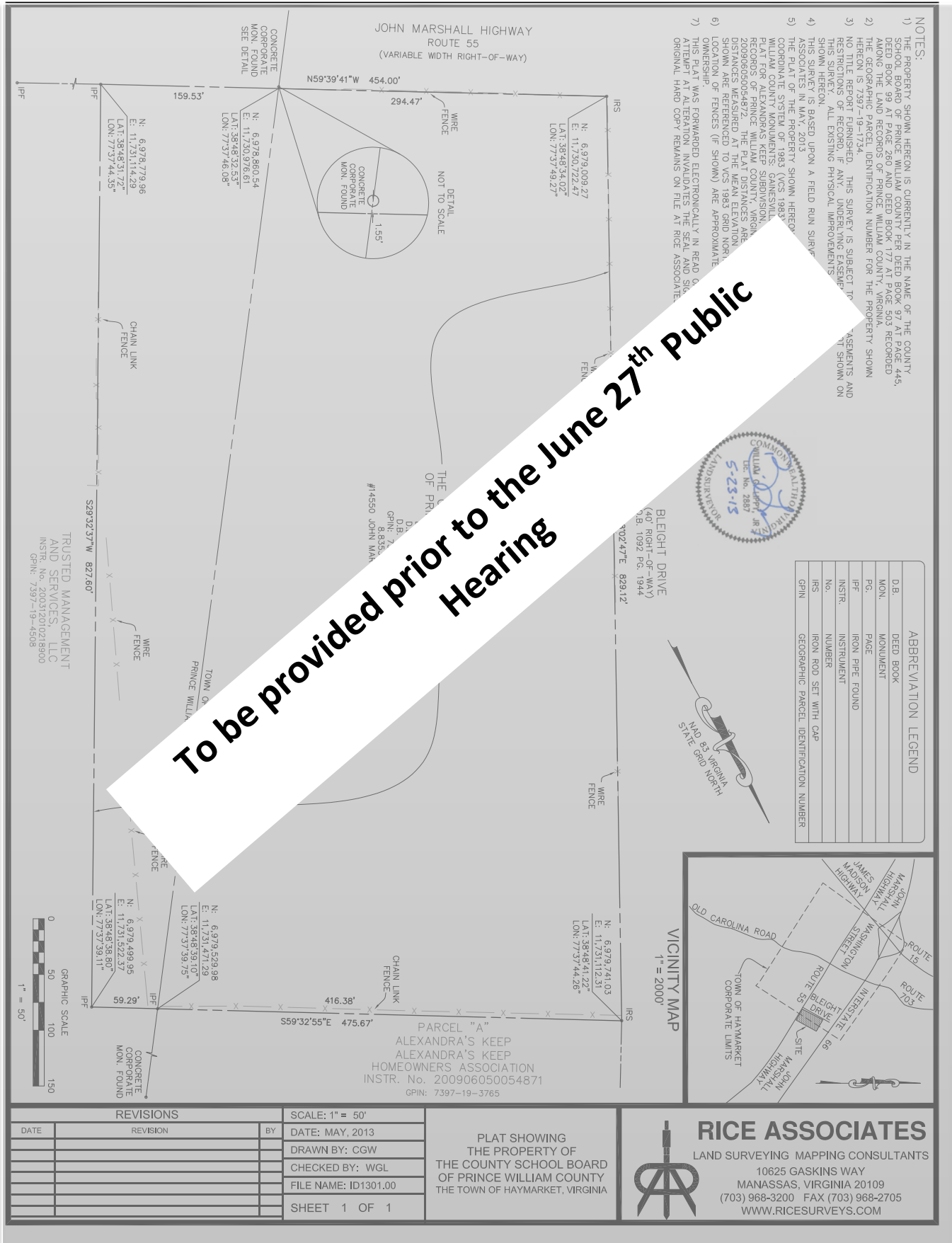
REZONING PLAT  
OF THE PROPERTY OF  
**THE COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY / QBE GLOBAL, LLC.**  
THE TOWN OF HAYMARKET, VIRGINIA  
PRINCE WILLIAM COUNTY, VIRGINIA

SCALE: 1" = 50'

DATE:	MAY, 2013
DRAWN BY:	CGW
CHECKED BY:	WGL
FILE NAME:	ID1301.00
SHEET	1 OF 1

DATE	REVISION	BY
06/05/2013	ADD EXISTING AND PROPOSED ZONING	WGL
06/07/2013	ADD NOTE 8 AND REVISE TITLE BLOCK	WGL

# ALTA Survey

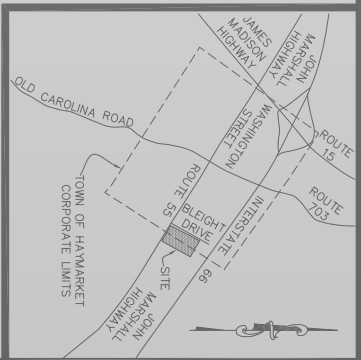


- NOTES:
- 1) THE PROPERTY SHOWN HEREON IS CURRENTLY IN THE NAME OF THE COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY, VIRGINIA DEED BOOK 454, PAGE 100. THE SURVEY IS BASED UPON A FIELD RUN SURVEY.
  - 2) THE GEOGRAPHIC PARCEL IDENTIFICATION NUMBER FOR THE PROPERTY SHOWN HEREON IS 7397-19-1734.
  - 3) NO TITLE REPORT FURNISHED. THIS SURVEY IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. UNDERLYING EASEMENTS AND RESTRICTIONS OF RECORD, ALL EXISTING PHYSICAL IMPROVEMENTS SHOWN HEREON.
  - 4) THIS SURVEY IS BASED UPON A FIELD RUN SURVEY.
  - 5) ASSOCIATES IN MAY, 2013.
  - 6) THE PLAT OF THE PROPERTY SHOWN HEREON IS FILED IN THE PUBLIC RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA, DEED BOOK 454, PAGE 100, INSTRUMENT NO. 200906050054871. THE PLAT DISTANCES ARE DISTANCES MEASURED AT THE MEAN ELEVATION SHOWN ARE REFERENCED TO VCS 1983 GRID NORTH.
  - 7) THIS SURVEY WAS FORWARDED ELECTRONICALLY IN READ ONLY FORMAT AT ALITERATION. INVALIDATES THE SEAL AND SIGNATURE OF THE SURVEYOR. ORIGINAL HARD COPY REMAINS ON FILE AT RICE ASSOCIATES.

To be provided prior to the June 27th Public Hearing



ABBREVIATION LEGEND	
D.B.	DEED BOOK
MON.	MONUMENT
PG.	PAGE
IPF	IRON PIPE FOUND
IPF	IRON PIPE FOUND
INSTR.	INSTRUMENT
No.	NUMBER
IRS	IRON ROD SET WITH CAP
GPS	GEOGRAPHIC PARCEL IDENTIFICATION NUMBER



DATE	REVISION	BY

SCALE: 1" = 50'

DATE: MAY, 2013  
 DRAWN BY: CGW  
 CHECKED BY: WGL  
 FILE NAME: ID1301.00

SHEET 1 OF 1

**RICE ASSOCIATES**  
 LAND SURVEYING MAPPING CONSULTANTS

10625 GASKINS WAY  
 MANASSAS, VIRGINIA 20109  
 (703) 968-3200 FAX (703) 968-2705  
 WWW.RICESURVEYS.COM

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)









## Exhibit A

### Commercial Purchase Agreement

This Commercial Purchase Agreement (the "Agreement") is dated 18 Apr 2013 2013 ("Contract Date"), between Prince William County School Board ("Seller") and QBE Global, LLC, a Virginia limited liability company ("Purchaser"). The parties acknowledge that no broker represents Seller and that RE/MAX Allegiance ("Selling Broker") represents Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land containing 8.825 acres (with 6.825 acres currently in the Town of Haymarket), all improvements thereon, and all rights and appurtenances thereto belonging, located in the Town of Haymarket/County of Prince William, Virginia, with a street address of 14550 John Marshall Highway Haymarket, VA, together with all right, title, and interest of the Seller in and to easements, covenants, privileges, licenses, and other rights appurtenant to the property; any and all systems, fixtures, and other personal property used in connection with the operation of the improvements on the property, and to the extent assignable, all licenses, permits, warranties, authorizations, approvals, variances, of certificates of occupancy relating to the current use and operation of the improvements on the land included within the property; and all architectural, engineering, construction, landscape and other drawings, plans or specifications relating to the property in Seller's possession or under its control (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is one million three hundred ninety-five thousand and 00/100 Dollars (\$1,395,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement upon fulfillment of all conditions for Settlement, and recordation of the deed of conveyance, which shall be promptly completed, subject to the prorations and adjustments described herein, as follows:

A. Deposit. Purchaser shall make a deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit") to be held by Esquire Settlement Services, 2080 Old Bridge Road, Lake Ridge, VA 22192 (the "Escrow Agent"). Purchaser will pay the Deposit to the Escrow Agent within 5 business days after this Agreement is fully executed by both parties. If Purchaser fails to pay the Deposit as set forth herein, then Seller may terminate this Agreement by written notice to Purchaser and neither party shall have any further obligation hereunder. The Deposit may be held in an interest bearing account, and shall be deposited in a federally insured institution. The Deposit shall be applied towards the Purchase Price at Settlement. If Settlement does not occur, the Deposit shall be paid as provided herein.

B. Balance. The balance of the Purchase Price shall be paid in cash by Purchaser at Settlement by certified funds or bank wire.

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at the Escrow Agent, or as otherwise mutually agreed-to by the parties, on the one (1)

year anniversary of the execution of this Agreement, ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of any liens, encumbrances, conditions and restrictions which Seller agrees to correct/resolve pursuant to Paragraph 5 hereof, and those which are to be released and/or satisfied in accordance with Paragraph 5, subsections (i) and (ii) hereof;

(ii) An affidavit for the benefit of Purchaser and its title insurer, to the reasonable satisfaction of Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto and such other items as are customary in an owner's affidavit;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) A HUD-1 settlement statement;

(vi) such evidence of power and authority of the Individual Sellers to consummate the transaction contemplated under this Agreement as the Title Company may reasonably require

(vii) a GAP indemnity to the extent required to effect Closing

(viii) a certificate from Seller stating that the representations and warranties made by Seller in Section 6 of this Agreement are true and correct in all material respects as of the Settlement;

(ix) such other documents as may reasonably be required of Seller to effect Settlement in accordance with the provisions hereof.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax, any costs incurred in releasing any liens or encumbrances that are Title Objections, and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, Grantee's tax, survey expenses, lender fees and all other settlement expenses incurred by Purchaser. Real estate taxes, utilities, rent, CAM and assessments and other costs related to the Property, as applicable, shall be prorated between Seller and Purchaser

as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. The Property is sold and shall be conveyed in "AS IS" condition as of the date of this Agreement. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees and warrants to maintain the Property (including any equipment and systems therein) in good condition and repair until Settlement, but in all events in no worse condition than as of the date of execution of this Agreement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems and shall execute any assignment with respect to the same. Between the date of this Agreement and Settlement, Seller will not, without in each instance first obtaining the written consent of the Purchaser: (1) voluntarily grant, create, assume or permit to exist any lien, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property other than the Title Objections; (2) execute any new leases, modify or terminate any existing leases, with respect to all or any portion of the Property; or (3) voluntarily take any action adversely affecting the title to the Property as it exists on the date of this Agreement.

4. Feasibility.

A. From the execution of this Agreement until Settlement or termination as provided herein, Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests and surveys as are desirable to Purchaser in its sole and absolute discretion; (ii) seek a boundary adjustment of the Property with the Town of Haymarket and Prince William County and zoning information and approvals from the local governing authority concerning Purchaser's intended use of the Property and rezoning of the same; (iii) apply for lender financing to acquire the Property; and (iv) make such investigations, inspections, tests, and studies with respect to the Property as Purchaser may deem necessary or advisable, including, without limitation, appraisal, title examination, survey, architectural, engineering, parking, environmental, marketing, and economic feasibility studies.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; (iv) all leases and rent rolls for each tenant identified in SCHEDULE A (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property, and (v) any other books and records related to the Property. Items (i) through (v) are collectively referred to as the "Materials".

C. During the period of ninety (90) days following the full execution of this Agreement (the "Feasibility Period"), Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, except with the express consent of the Seller.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any physical damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller. The foregoing indemnity shall not apply to any pre-existing conditions on the Property.

E. Seller agrees to cooperate reasonably with Purchaser in Purchaser's attempt to adjust the boundary of the Property with the Town of Haymarket and Prince William County, and in Purchaser's efforts to rezone the Property to an office use. Seller further agrees to cooperate reasonably with Purchaser's attempt, if any, to obtain a temporary occupancy permit allowing for occupancy of the Property for office use. Seller acknowledges that any forms, applications or other documentation related to the rezoning and boundary adjustment shall be in its name and that it will be required, in certain instances, to execute any of such documentation. Seller covenants to cooperate reasonably with any undertakings related to the boundary adjustment and rezoning and to execute any and all documents necessary for the same within three (3) business days after receipt (which receipt need not be in accordance with the notice requirements set forth herein). Approval of any such documentation by Seller shall not be unreasonably withheld, conditioned or delayed, time being of the essence.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property ("Title Commitment"). Within sixty (60) days after the Contract Date, Purchaser shall advise Seller by written notice ("Title Objection Notice") of any objections that Purchaser may have as to the matters reflected in Purchaser's Title Commitment and survey (collectively, "Title Objections(s)"). Any matters reflected in Purchaser's Title Commitment to which Purchaser does not object shall be referred to herein as the "Permitted Exceptions." At or prior to Settlement, Seller shall release and/or satisfy (i) all deed of trust liens, mechanics' liens and other monetary liens and encumbrances encumbering the Property, and (ii) new title matters arising after the date of the Title Commitment that are not approved by Purchaser in writing; and Escrow Agent if requested by Purchaser, shall apply Seller's Closing proceeds in furtherance of Seller's obligations under this paragraph. In the event Purchaser does not timely give a Title Objection Notice, Purchaser shall be deemed to have accepted title, as reflected in Purchaser's Title Commitment. Within seven (15) days after delivery of a Title Objection Notice to Seller, Seller shall advise Purchaser by written notice ("Seller Title Notice") that Seller elects to either:

A. undertake at its expense corrective action and proceed to resolve the Title Objection(s), in which case settlement on the Property shall be extended as reasonably necessary to allow completion of corrective action; or

B. not remedy the Title Objection(s), in which event Purchaser may either waive such Title Objection(s) and proceed to settlement, or terminate this Agreement, in which event Purchaser shall receive a return of the full Deposit, and thereafter neither party shall have any

continuing obligation hereunder to the other, except for the surviving obligations pursuant to the indemnity provisions of Paragraphs 4D, 10, and 11. Purchaser shall advise Seller as to whether it will terminate or proceed to settlement under this Agreement within thirty (30) days after Purchaser's receipt of the Seller Title Notice that Seller will not remedy the Title Objections (regardless of whether the Feasibility Period has at such time expired). Purchaser, at its own expense and option, shall be permitted to cure any Title Objections that Seller does not wish to remedy, in the event that Purchaser does not terminate this Agreement and proceeds to settlement. Settlement will not be extended or conditioned on this cure.

C. Seller's failure to timely deliver Seller's Title Notice within said 15 Days after Purchaser's delivery of Title Objection(s) shall be deemed an election by Seller not to remedy those Title Objections; provided, however, that in the event Seller fails to timely deliver the Seller's Title Notice, Purchaser shall not be required to make the selection set forth in paragraph 5 (B) hereof (regardless of whether the Feasibility Period has expired) until a notice from Seller is received requesting that an exercise of Purchaser's rights under paragraph 5 (B) be made, in which event such Seller request shall be deemed to be the Seller's Title Notice for purposes of timing under paragraph 5 (B).

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to the following conditions precedent being satisfied, or otherwise waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D.

A. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

D. The Seller shall have timely performed all covenants and obligations required by this Agreement to be performed or complied with by the Seller on or before the Settlement.

E. At Settlement, (a) the Seller's collective fee simple title to the Property shall be marketable, good of record and in fact, and free and clear of all liens, encumbrances, and subject only to the waived Title Objections.

F. There shall not have occurred since the execution of this Agreement any adverse change in the amount or presence of any Hazardous Materials on or in the vicinity of the

Property (including the land, surface and subsurface soil, surface water, ground water and improvements, if any).

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]:  a municipal water and sewer system and has utility meters installed within the Property **OR**  a well and septic system located on the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except as set forth on **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

J. Violation Notice. Seller has not received any notice of any violation of any zoning, building, fire or other regulatory law, statute or ordinance relating to the Property and to Seller's knowledge the Property and the use of the Property is in compliance with all such laws, statutes and ordinances.

K. No Condemnation. Seller has not received any notice of any pending or threatened condemnation, eminent domain or zoning proceeding affecting the Property and to Seller's knowledge no such proceeding is pending or threatened.

L. Authority. The individuals signing this Agreement on behalf of the Seller are properly authorized to sign this Agreement and by so signing this Agreement do hereby bind the Seller; and no other signatures are necessary on the part of Seller to execute this Agreement and to make this a valid, binding, and enforceable agreement against Seller.

M. Insurance. There is currently in full force and effect with respect to the Property insurance and Seller shall maintain such insurance in its current form through Settlement.

N. Real Estate Taxes. Seller has received a notice of reassessment for real estate tax purposes of the Property for the 2012 and 2013 tax years and is not aware of any special assessment affecting the Property.

The representations and warranties made by Seller in this Agreement shall be accurate in all material respects on and as of Settlement with the same effect as though they had been made or given on or as of Settlement.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially or adversely affects the use of the Property as of Settlement, Purchaser shall be entitled, at its option, to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. If Purchaser is not entitled to terminate this Agreement under this Section 8, all applicable casualty loss insurance proceeds shall be paid to Purchaser at Settlement (or assigned to Purchaser if not previously).

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D.,



10 and 11. In the event Purchaser does not so terminate this Agreement, Seller shall not make a settlement of any claims related to such condemnation and shall assign to Purchaser all its rights in and to the condemnation proceeds.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising, testing investigating and making other findings related to the Property.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Selling Broker. Selling Broker shall be paid by Purchaser a fee of 3% of the Purchase Price at Settlement. The Seller shall have no responsibility for any payment to Selling Broker and Purchaser shall indemnify and hold Seller harmless from all liability, expense, loss, cost or damage, including reasonable attorney's fees, that may arise by reason of any claim by Selling Broker, unless the same arises out of Seller's default hereunder.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient or delivery is rejected, or three (3) business days after deposit with U.S. Mail and one (1) business day after deposit with a courier service.

For the Seller: Prince William County Public Schools  
ATTN: David Cline  
Edward L. Kelly Leadership Center  
14715 Bristow Road  
Manassas, VA 20112

*With copies to:* James Fagan, General Counsel  
Edward L. Kelly Leadership Center  
14715 Bristow Road  
Manassas, VA 20112

Gifford R. Hampshire, Esq  
Blankingship & Keith, P.C.  
Suite 201  
9300 West Courthouse Road  
Manassas, Va. 20110

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



For Purchaser: Shawn Landry and Mike Marsden  
15000 Washington Street  
Suite 200  
Haymarket, Va. 20169

With a copy to: Womble Carlyle Sandridge & Rice, LLP  
ATTN: Julia Kreyskop  
8065 Leesburg Pike, 4<sup>th</sup> floor  
Vienna, VA 22182

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller’s sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the Deposit is retained as liquidated damages, Seller agrees to pay one-half of the Deposit to the Selling Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity and to damages, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser’s expenses in the filing of any specific performance action, including reasonable attorney’s fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the “Default Notice”) permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s), then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney’s fees and court costs to the prevailing party in any such action.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument signed by both parties to this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement by Purchaser to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. Upon such assignment, Purchaser shall be released from liability hereunder. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. Survival of Representations. The representations, warranties and covenants contained in this Agreement shall remain operative and, except as otherwise provided herein, shall survive Settlement under this Agreement for a period of one (1) year.

15. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller.

16. Right of First Offer. During the first five (5) years after Settlement, Purchaser shall not sell the Property to any person or entity, other than to Purchaser's affiliate (provided in such event that such affiliate does not seek rezoning of the Property), unless Purchaser has complied with the provisions of this Section. In the event Purchaser decides to offer the Property for sale, Purchaser shall first notify Seller of Purchaser's intention and state the price at which Purchaser is willing to sell the Property. Seller shall have thirty (30) days after receipt of such notice in which to either accept or reject Purchaser's offer to sell the Property or offer to purchase the Property at a lesser price, which in all events shall be the fair market value of the Property. Failure by Seller to accept Purchaser's offer or to offer a lesser price within said thirty (30)-day period shall be deemed to constitute a rejection of Purchaser's offer. If Seller rejects Purchaser's offer to sell the Property or Seller does not accept Purchaser's offer, then Purchaser may sell and convey the Property to a third party, provided that (i) such sale is for a price not less than the price at which the Property was offered by Purchaser to Seller or the lesser price offered by Seller to Purchaser, and (ii) Purchaser and said third party enter into a bona fide, written agreement having as its sole subject matter the purchase and sale of the Property. The provisions of this Section shall be effective until the earlier to occur of (i) the sale of the Property to Seller, Seller's successors in ownership of the Property, or a third party pursuant to the provisions hereof, or (ii) the date which is five (5) years after Settlement.

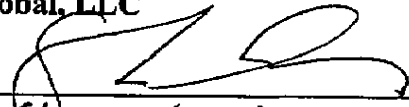
17. Lease of Fields. At Settlement, Purchaser shall use good faith efforts to negotiate and enter into a customary and commercially reasonable form of lease agreement with Prince William County for use of the fields (the "Leased Property") located on the Property (the "Lease") for recreational sports purposes. The Lease shall be for a term of five (5) years and the other terms thereof shall be satisfactory to Purchaser, in its sole discretion. The Lease shall provide for Purchaser's right to terminate the Lease in the event that the Property is conveyed to any other party for consideration, such termination to be effective as of the consummation of the conveyance. In no event shall Prince William County be considered a third party beneficiary of this Agreement or this Paragraph 17.

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Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

**Purchaser:**  
QBE Global, LLC

By:   
Name: Shawn Landry  
Title: President / CEO  
Date: 18 APR 2013

**Seller:**  
Prince William County School Board

By:   
Name: MILTON C. JOHNS  
Title: CHAIRMAN AT LARGE  
Date: 4/5/13

**Selling Company's Name and Address**

RE/MAX Allegiance  
5100 Leesburg Pike #200  
Alexandria, Va, 22302

**Purchaser's Agent's Name:** Roberta Radun  
Agent's tel. no.: 571-224-5940  
Fax no.: 866-256-6879  
Agent's email: roberta.radun@rmxtalk.com

Escrow Agent signs this Agreement to acknowledge its obligations herein.


**Esquire Settlement Services**

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

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

**Purchaser:**  
QBE Global, LLC

By:   
Name: Stephen Landry  
Title: President/CEO  
Date: 18 Apr 2013

**Seller:**  
Prince William County School Board


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

**Selling Company's Name and Address**

RE/MAX Allegiance  
5100 Leesburg Pike #200  
Alexandria, Va, 22302

Purchaser's Agent's Name: Roberta Radun  
Agent's tel. no.: 571-224-5940  
Fax no.: 866-256-6879  
Agent's email: roberta.radun@rmxtalk.com

**Esquire Settlement Services**

By:   
Printed Name: DANIEL H. BORINSKY  
Title: president + Authorized Agent.

Escrow Agent signs this Agreement to acknowledge its obligations herein.

**SCHEDULE A**

**LEASES, AGREEMENTS AND CONTRACTS  
FOR TENANTS AND OTHER PARTIES  
IN POSSESSION OF THE PROPERTY**

**List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.**

**{none}**

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

Schedule A



**SCHEDULE B**  
**CONTRACTS RELATING TO THE PROPERTY**  
**(Not terminable at will)**

[none]

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

Schedule B

### Exhibit B – Park Detail



Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

June 3, 2013

SHAWN LANDRY  
15000 WASHINGTON ST.  
SUITE 200  
HAYMARKET, VA 20169

RECEIPT

RE: Haymarket Properties Group, LLC

Á

AD: S4573319

DCN: 13-06-03-5694

Dear Customer:

This is your receipt for \$100.00 to cover the fee(s) for filing articles of organization for a limited liability company with this office.

The effective date of the filing is June 3, 2013.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

RECEIPTLC  
LLNCD  
CISECOM

P.O. Box 1197, Richmond, VA 23218-1197  
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk  
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JUNE 3, 2013

The State Corporation Commission has found the accompanying articles submitted on behalf of Haymarket Properties Group, LLC

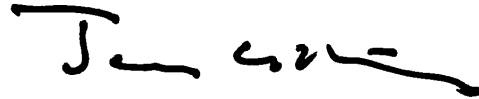
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective June 3, 2013.

STATE CORPORATION COMMISSION

By



James C. Dimitri  
Commissioner

DLLCACPT  
CISECOM  
13-06-03-5694

Attachment: (2) QBE REZONING APPLICATION - COMPLETE (1535 : 14550 John Marshall Highway - Rezoning Application)

**ARTICLES OF ORGANIZATION  
OF  
HAYMARKET PROPERTIES GROUP, LLC**

The undersigned, pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the limited liability company is Haymarket Properties Group, LLC.
2. The purpose for which the limited liability company is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act.
3. The name of the limited liability company's initial registered agent is Shawn Landry. The initial registered agent is an individual who is a resident of Virginia and a member or manager of the limited liability company.
4. The address of the limited liability company's initial registered office, which is identical to the business office of the initial registered agent, is 15000 Washington St., Suite 200, Haymarket, VA 20169. The initial registered office is located in Prince William County, Virginia.
5. The address of the limited liability company's principal office where the records of the limited liability company are to be kept is 15000 Washington St., Suite 200, Haymarket, VA 20169.

**ORGANIZER:**

/s/ Dr. Shawn Landry Date: June 3, 2013  
Dr. Shawn Landry



**From:** Mike Marsden [mike.marsden@qbe.net]  
**Sent:** Monday, June 17, 2013 5:54 PM  
**To:** Dr. Shawn Landry; Marchant Schneider  
**Subject:** Proffer

Pursuant to Section 15.1-491(a) of the Code of Virginia, the undersigned hereby proffers that in the event the Application for rezoning the subject Property from R-1 to the B-1 district is granted by the Haymarket Town Council, Haymarket, Virginia, as requested, the use and development of the Property shall be in conformance with the below provisions. In the event the above referenced rezoning is not granted as applied for by Applicant, this Proffer Statement and these proffers shall be automatically withdrawn and be null and void.

In consideration of this application to B1 Zoning and discussions with the Town and the County, QBE Global would commit to the following provisions.

1. **Park Preservation:** *Owners intent, in accordance with the ratified Sales Contract attached hereto as Exhibit A, is to maintain public-use of the fields adjacent to the building, attached hereto as Exhibit B, so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. However, if for a period of one year no parties public or private agree to lease, owner will consider options to maintain the fields or be free to develop a plan that is inline with the by-right proposed zoning. The one year period will begin after written notice to the Town of Haymarket that no lease exists.*
2. **Site Plan Improvements:** *QBE will work with the Town to complete a Final Site Plan for the Property once QBE's office use exceeds 40% of the entire available space. With this final site plan QBE will provide an implementation schedule in support of all site plan requirements*
3. **Controlling Entity:** *QBE / QBE Global is in the process of creating the entity that will Purchase and operate the property, this is done for liability reasons, the name of the entity and future owner of the property is Haymarket Properties Group, LLC – VA SCC filing certificate is located in Exhibit C. The owners are the same as QBE / QBE Global.*

"I hereby proffer on behalf of QBE Global, LLC / Haymarket Properties Group, LLC, that the development and/or use of the subject Property of this application shall be in strict accordance with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the Town Council and the undersigned."