



WILLIAMS MULLEN

Direct Dial: 804.420.6422  
cmartin@williamsmullen.com

October 23, 2012

Dave Hering  
Community Partners, LLC  
P.O. Box 35021  
Richmond, Virginia 23235

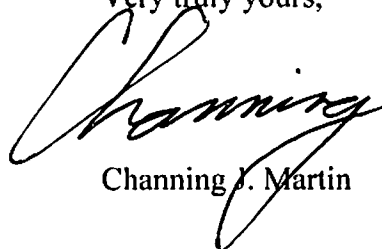
Re: Assignment and Assumption of Rights for  
Reed's Landing Community Association

Dear Dave:

I enclose the *Assignment and Assumption of Rights pursuant to Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to all Property in Reed's Landing* between the Gillian Corporation and Reed's Landing Community Association, Inc. dated June 25, 2012. This document was recorded in the Clerk's Office of the Circuit Court of Chesterfield County on July 24, 2012 in Deed Book 9826, Page 0984. I also enclose the official recording receipt.

This document is an important document of Reed's Landing Community Association and should be maintained by you among its books and records.

Very truly yours,



Channing J. Martin

CJM/mo  
Enclosure  
cc: Raymond Lepper (w/o encl.)

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COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT  
CHESTERFIELD CIRCUIT COURT  
DEED RECEIPT

DATE: 07/24/12 TIME: 09:32:36 ACCOUNT: 041CLR30585 RECEIPT: 12000041698  
CASHIER: LCB REG: 0F67 TYPE: ASGT PAYMENT: FULL PAYMENT  
INSTRUMENT : 30585 BOOK: PAGE: RECORDED: 07/24/12 AT 09:29  
GRANTOR: THE GILLIAN CORPORATION EX: N LDC: CD  
GRANTEE: REED'S LANDING COMMUNITY ASSOCIATION INC EX: N PCT: 100X  
AND ADDRESS : C/O CHANNING MARTIN ESO, RICHMOND, VA. 23218  
RECEIVED OF : WILLIAMS MULLEN DATE OF DEED: 06/25/12  
CHECK: \$21.00

DESCRIPTION 1: REED'S LANDING SUBDIVISION PAGES: 7 OP 0  
2: NAMES: 0  
CONSIDERATION: .00 A/VAL: .00 MAP: 743723075900000  
PIN: 743723075900000  
301 DEEDS 14.50 145 VSLF 1.50  
106 TECHNOLOGY TRST FND 5.00  
TENDERED : 21.00  
AMOUNT PAID: 21.00  
CHANGE AMT : .00

CLERK OF COURT: JUDY L. WORTHINGTON

6910016826 PR1 Donnelly ©2011. All rights reserved. - 0221

(A114088 6/11)

Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

12 JUL 20 09 29

030585

[ILS VLR Cover Sheet Agent 1.0.66]

CIRCUIT COURT  
CHESTERFIELD CO

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Date of Instrument: [6/25/2012 ]

Instrument Type: [ASGMT ]

Number of Parcels [ 1 ]

Number of Pages [ 7 ]

City  County  [Chesterfield County ] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[THE GILLIAN CORPO ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[REED'S LANDING CO ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [Reed's Landing Community Association Inc. ]  
 (Address 1) [c/o Channing Martin Esq ]  
 (Address 2) [Williams Mullen PO Box 1320 ]  
 (City, State, Zip) [Richmond ] [VA ] [23218-1320 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City  County  [Chesterfield County ] Percent. in this Juris. [ 100 ]

Book [1569 ] Page [1555 ] Instr. No [ ]

Parcel Identification No (PIN) [743723075900000 ]

Tax Map Num. (if different than PIN) [743723075900000 ]

Short Property Description [REED'S LANDING SUBDIVISION ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared by [Williams Mullen ]

Recording Paid for by [Williams Mullen ]

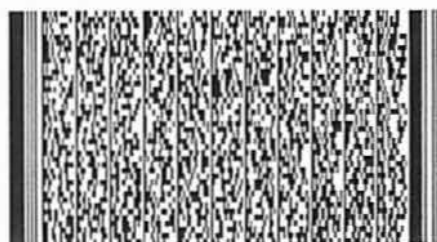
Return Recording to (Name) [Kay Luton Paralegal ]

(Address 1) [Williams Mullen ]

(Address 2) [PO Box 1320 ]

(City, State, Zip) [Richmond ] [VA ] [23218-1320 ]

Customer Case ID [ ] [ ] [ ]



Prepared by: Williams Mullen  
P.O. Box 1320  
Richmond, VA 23219-1320  
(804) 420-6000

Tax Parcel No. 743723075900000

THIS DOCUMENT IS EXEMPT FROM RECORDATION TAXES PURSUANT TO  
VIRGINIA CODE SECTION 58.1-809

**ASSIGNMENT AND ASSUMPTION OF RIGHTS PURSUANT TO  
DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS,  
AND CONDITIONS APPLICABLE TO ALL PROPERTY IN REED'S LANDING**

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS (this "Assignment"), made and effective this 25<sup>th</sup> day of June, 2012, by and between THE GILLIAN CORPORATION, to be indexed as grantor ("Assignor"), and REED'S LANDING COMMUNITY ASSOCIATION, INC., to be indexed as grantee ("Assignee"), recites and provides as follows:

**RECITALS:**

WHEREAS, pursuant to a Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to all Property in Reed's Landing dated October 1, 1981 and recorded November 23, 1981 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 1569, page 1555 (the "Declaration"), all of the property within Reed's Landing subdivision, being all those tracts or parcels of land in Chesterfield County, Virginia more particularly described on Exhibit A attached hereto (the "Property"), was subjected to various restrictions, conditions and covenants, as more particularly set forth in the Declaration.

WHEREAS, pursuant to Section 5 of Part VI of the Declaration, the two Proprietors under the Declaration reserved the right to assign to Assignee their rights, in whole or in part, under the Declaration; and

WHEREAS, Oliver D. Rudy, Trustee, one of the two Proprietors, is deceased and no new trustee has been appointed as a substitute trustee; and

WHEREAS, the corporate existence of Assignor, the other Proprietor, was terminated by the Virginia State Corporation Commission effective December 31, 1994; and

WHEREAS, pursuant to Section 13.1-752 of the Code of Virginia, upon termination of the corporate existence of Assignor, the corporate affairs of Assignor passed automatically to the directors of Assignor as trustees in liquidation; and

WHEREAS, Assignor, by and through its directors as trustees in liquidation, desires to act for the Proprietors and exercise the Proprietors' right of assignment under the Declaration, and Assignee has agreed to assume the rights of the Proprietors under the Declaration;

WHEREAS, the Declaration requires that any such assignment be made by written instrument recorded in the Clerk's Office; and

WHEREAS, capitalized terms used herein shall have the meaning ascribed to them in the Declaration.

**TRANSFER OF DECLARANT RIGHTS:**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor, as the remaining Proprietor, does hereby exercise the Proprietors' right to assign, and it does hereby assign, to Assignee all rights reserved in the Declaration to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved in the Declaration by the Proprietors, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plans and construction schedules (the "Proprietors' Rights"), and the Proprietors shall have no further obligation or liability with respect thereto.

2. Assumption. Assignee does hereby assume from Assignor all of Assignor's responsibilities and obligations relating to the Proprietors' Rights.

3. Successors and Assigns. To the extent The Reeds Landing Corporation ("RLC") is or may be a successor-in-interest or assignee of the rights of the Proprietors under the Declaration, RLC executes this Assignment to assign those rights to Assignee and RLC shall have no further obligation or liability with respect thereto.

4. Miscellaneous. This Assignment applies to all of the Property. Except as modified herein, all of the terms and conditions of the Declaration shall remain unchanged. In the case of any inconsistency or conflict among the provisions of the Declaration and this Assignment, the provisions of this Assignment shall govern. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date and year first above written.

ASSIGNOR:

THE GILLIAN CORPORATION, by and through its directors as trustees in liquidation

By: *Jack E. Adams* (SEAL)  
Jack E. Adams  
President and Director

STATE OF Virginia )  
~~CITY~~/COUNTY OF Powhatan )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2012, by Jack E. Adams who is personally known to me (or satisfactorily proven). Jack E. Adams voluntarily acknowledged this instrument on behalf of The Gillian Corporation by and on behalf of its directors in liquidation.

*Laurie C. Daul*  
Notary Public

Registration No. 115198

My commission expires: 3/31/16

[Signatures continued on the following page]



ASSIGNEE:

REED'S LANDING COMMUNITY ASSOCIATION, INC.

By: [Signature] (SEAL)  
Raymond J. Lepper  
President and Director

STATE OF Virginia )  
CITY/COUNTY OF Henrico )

The foregoing instrument was acknowledged before me this 17th day of July, 2012, by Raymond J. Lepper who is personally known to me (or satisfactorily proven). Raymond J. Lepper voluntarily acknowledged this instrument on behalf of Reed's Landing Community Association, Inc.

[Signature]  
Notary Public

Registration No. 329216

My commission expires: 1/31/2015

[Signatures continued on the following page]



RLC:

THE REEDS LANDING CORPORATION

By *Jeffrey C. Timmons* (SEAL)  
Jeffrey C. Timmons  
President and Director

STATE OF Virginia )  
~~CITY~~/COUNTY OF Powhatan )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2012, by Jeffrey C. Timmons who is personally known to me (or satisfactorily proven). Jeffrey C. Timmons voluntarily acknowledged this instrument on behalf of The Reeds Landing Corporation.

*Laurie C. Daul*  
Notary Public

Registration No. 115198

My commission expires: 3/31/2016





EXHIBIT A

## Legal Description

PARCEL I

ALL those certain tracts or parcels of land lying and being partially in Midlothian Magisterial District, Chesterfield County, Virginia, and partially in the City of Richmond, Virginia, containing 295.16 acres, more or less, shown as Parcel A containing 288.842 acres, more or less, and Parcel E containing 6.678 acres, all as shown on a certain plat of survey entitled "Plat Showing Five Parcels of Land Lying West of Old Gun Road East" dated April 13, 1981, made by J.K. Timmons & Associates, Inc., Engineers & Surveyors, Richmond, Virginia, which plat is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 38, page 80, reference to which is made for a more particular description.

BEING the same property made subject to the Declaration dated October 1, 1981 and recorded in the Clerk's Office of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1572.

PARCEL II

ALL that certain piece or parcel of land lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 30.000 Acres, shown as Parcel D, all as shown on a certain plat of survey entitled "Plat Showing Five Parcels of Land Lying West of Old Gun Road East" dated April 13, 1981, made by J.K. Timmons & Associates, Inc., Engineers and Surveyors, Richmond, Virginia, which plat is recorded in the aforesaid Clerk's Office, in Plat Book 38, page 79, reference to which is made for a more particular description.

LESS AND EXCEPT:

A parcel of land containing 2.01 acres conveyed to J.K. Timmons & Associates, Inc. by deed from Oliver D. Rudy, Trustee, etc., dated September 17, 1981, and recorded September 29, 1981, in the aforesaid Clerk's Office in Deed Book 1565, page 1402.

BEING the same property made subject to the Declaration dated October 1, 1981 and recorded in the Clerk's Office of the County of Chesterfield on November 23, 1981 in Deed Book 1569, page 1572.

PARCEL III

ALL that certain piece or parcel of land, lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 5.134 acres, all as shown on plat made by J. K. Timmons & Associates, P.C., Engineers-Surveyors-Planners, Richmond, Virginia, dated January 16, 1989, a copy of which is attached to and made a part of the below mentioned deed.

BEING the same property first made subject to the Declaration by a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on February 8, 1989 in Deed Book 2001, page 1487.

BEING a part of the same property conveyed to Oliver D. Rudy, Trustee, under the provisions of a trust agreement dated April 21, 1981, by deed from E. Eugene Cooke and Mary Jane Prillaman Cooke, husband and wife, dated January, 1989 and recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield.

PARCEL IV

ALL that certain piece or parcel of land, lying and being in Midlothian Magisterial District, Chesterfield County, Virginia, containing 11.072 acres all as shown on plat made by J.K. Timmons & Associates, P.C., Engineers-Surveyors-Planners, Richmond, Virginia, dated June 27, 1989 a copy of which is attached to the Supplemental Declaration referenced below.

BEING the same property made subject to the Declaration by a Supplemental Declaration of Covenants and Restrictions which was recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield on June 4, 1990 in Deed Book 2092 page 462.

BEING the same property conveyed to Oliver D. Rudy, Trustee, under the provisions of a trust agreement dated April 21, 1981, by deed from E. Eugene Cooke and Mary Jane Prillaman Cooke, husband and wife, dated November 30, 1989, recorded December 28, 1989, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 2064, page 595.

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INSTRUMENT #30585  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD ON  
JULY 24, 2012 AT 09:29AM  
JUDY L. WORTHINGTON, CLERK  
RECORDED BY: LCB