

INTRODUCED: September 8, 2025

AN ORDINANCE No. 2025-201

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of \$224,012.00 from the Great American Insurance Company, and to amend Ord. No. 2025-058, adopted May 12, 2025, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2025-2026 and the four fiscal years thereafter, adopted a Capital Budget for Fiscal Year 2025-2026, and determined a means of financing the same, to appropriate the increase to the Fiscal Year 2025-2026 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works' Complete Streets project in the Transportation – Federal/State/Regional category by \$224,012.00, for the purpose of appropriating funds received from the Great American Insurance Company for various infrastructure improvements in the Governor's Retreat subdivision.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 22 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the total amount of \$224,012.00 from the Great American Insurance Company for the purpose of appropriating funds received from the Great American Insurance Company for various infrastructure improvements in the Governor's Retreat

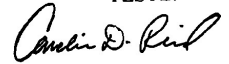
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 22 2025 REJECTED: _____ STRICKEN: _____

subdivision.

§ 2. That Ordinance No. 2025-058, adopted May 12, 2025, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2025-2026 and the four fiscal years thereafter; adopted a Capital Budget for Fiscal Year 2025-2026, and determined a means of financing the same, be and is hereby amended by increasing the estimated revenues and the amount appropriated for expenditures by \$224,012.00, and allotting to the Department of Public Works' Complete Streets project in the Transportation – Federal/State/Regional category by \$224,012.00, for the purpose of appropriating funds received from the Great American Insurance Company for various infrastructure improvements in the Governor's Retreat subdivision.

§ 3. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:
TESTE:

City Clerk

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: July 15, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Rene Almaraz, Interim DCAO for Finance and Administration

THROUGH: Meghan K. Brown, Director of Budget & Strategic Planning

THROUGH: Bobby Vincent Jr., Director of Public Works

FROM: M.S. Khara, P.E., City Engineer

RE: **AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT FUNDS IN THE AMOUNT OF \$224,012 FROM THE GREAT AMERICAN INSURANCE COMPANY; TO AMEND THE ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FY2025-2026 TO APPROPRIATE THE FUNDS; AND, TO EXPEND THE FUNDS FOR “THE GOVERNOR’S RETREAT SUBDIVISION STREETS” PROJECT**

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of \$224,012.00 from the Great American Insurance Company; to amend Ord. No. 2025-058, adopted May 12, 2025, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2025-2026 and the four fiscal years thereafter, adopted a Capital Budget for Fiscal Year 2025-2026, and determined a means of financing the same, to appropriate the increase to the Fiscal Year 2025-2026 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works’ Complete Streets project in the Transportation – Federal/State/Regional category by \$224,012.00, for the purpose of appropriating funds received from the Great American Insurance Company for various infrastructure improvements in the Governor’s Retreat subdivision.

BACKGROUND: The City entered into a Developer’s Agreement (dated June 24, 2020) with Coalson Enterprises Corp. (Coalson) for the construction of the public infrastructure improvements associated with the Governor’s Retreat Subdivision (5817 Walmsley Blvd). The terms of

the Developer's Agreement required the posting of appropriate surety by Coalson as guarantee for the satisfactory completion of the improvements. The public infrastructure improvements included roadways, curb, gutter, sidewalk, paving, pavement markings, landscaping, street lighting, water, sanitary sewers, and storm water facilities, all as detailed within the approved construction plans.

Coalson completed significant portions of the public infrastructure improvements (including water, sanitary and storm sewers) but City staff, upon recent inspection of the construction work in place, found elements of the improvements (roadway asphalt work and streetlighting) to be incomplete, with little or no progress being made to complete the work after repeated inquiries by staff. As a result, the City declared Coalson in default as of March 5, 2025. Upon issuance of the formal default notice, Coalson Enterprises still failed to resume work or make any effort to rectify the conditions of default.

Subsequently, the City provided notice to the Surety (Great American Insurance Company, GAIC) to remedy or cause to be remedied the afore referenced default per the terms of the surety bond. In response to the City's notice, GAIC offered payment of the current full bond penalty amount of \$224,012.00 to the City in exchange for a final release of GAIC from any and all claims against the bond for the Governor's Retreat subdivision. GAIC formalized their offer in the form of a "Conditional Release and Limited Assignment" document (copy attached).

As stipulated within the Developer's Agreement and noted in Section 3 of the "Conditional Release and Limited Assignment" document, the City expressly reserves its rights to pursue potential actions against Coalson, including for any funds expended for the completion of the Governor's Retreat Subdivision Streets over and above \$224,012.

COMMUNITY ENGAGEMENT: Upon City Council introduction, the proposed Ordinance will be referred to a future City Planning Commission (CPC) meeting for discussion, public encouraged to attend and provide comment; subsequent to CPC recommendation to City Council, Council to hold a public hearing regarding the proposed Ordinance.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Richmond 300 Master Plan (Goal 14: Housing); City Council Resolution No. 2023-R019 (Declare a housing crisis).

FISCAL IMPACT: City to receive revenue in the amount of \$224,012.00; amend the adopted FY2025-2026 Capital Budget by appropriating revenue to DPW's "Complete Streets" (New Award); and, expend the funds for "The Governor's Retreat Subdivision Streets" project.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: September 8, 2025.

CITY COUNCIL PUBLIC HEARING DATE: October 14, 2025.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Planning Commission.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Public Works; Law Department; Planning & Development Review; Public Utilities; Assessor; Finance; Budget and Strategic Planning; Fire Department; Police Department, Mayor's Office, and CAO's Office.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2025-058.

ATTACHMENTS: Developer's Agreement (dated June 24, 2020).
Conditional Release and Limited Assignment (dated May 15, 2025).

STAFF: Prepared for: Mr. Bobby Vincent, Jr., Director, DPW 646-6444
Prepared by: M. S. Khara, P.E., City Engineer, DPW 646-5413
Research & Coordinated by: DPW/Right-of-Way Management

DEVELOPER'S AGREEMENT

This Developer's Agreement, (the "Agreement") dated June 24, 2020 is entered into by and between, the **City of Richmond**, a municipal corporation of the Commonwealth of Virginia, (the "City") and **Coalson Enterprises Corporation**, (the "Developer").

That for and in consideration of the mutual benefits resulting from the undertakings of the parties hereto set forth in this Agreement, the City and the Developer enter into this Agreement in accordance with the conditions outlined in Section 30-1030 et sequentia of the Code of the City of Richmond of 2016, as amended, and in consideration of the City's approval of that certain construction plans entitled Governor's Retreat 5817 Walmsley Boulevard, prepared by Timmons Group dated December 12, 2019 and plans prepared by AES Design Group dated October 12, 2019, and any subsequent revisions approved by the City in its discretion, attached hereto and made a part hereof as Attachment A (the "Construction Plans").

1. Improvements and Reimbursement. (a) The improvements to be undertaken under this Agreement are to be as depicted on the Construction Plans and are inclusive of, but not limited to: public roadway including: curb, gutter, sidewalk, traffic signage, paving, pavement markings, hardscaping and landscaping, street lighting, related grading, public water and wastewater service; storm sewer located on and/or serving the public improvements; and; hereinafter collectively referred to as the "Improvements".

(b) The Developer shall provide and pay all costs related to the design, engineering and critical inspections of the Improvements. The Developer shall provide all necessary certifications on the subject construction components. Construction inspection requirements shall follow the applicable Department of Public Works (DPW) standards, Department of Public Utilities (DPU) standards, and/or Virginia Department of Transportation (VDOT) Road and Bridge Specifications 2016, or referenced VDOT Materials Division standards and guidelines, and those guidelines set by other utilities, etc., as deemed necessary by the City in its sole discretion.

(c) The Developer agrees to provide at its cost all professional engineering and testing services such as: geotechnical engineering, environmental engineering analysis, critical structure engineering inspections (i.e. shoring, retaining walls, abutments, caissons, piles, piers, footings, etc.), daily construction inspection and the various material science testing services, to adequately monitor the ongoing site construction. This includes such items as the daily testing of soils and soil placement, monitoring cuts and cut slopes, testing engineered fills, checking line and grade, testing pipe materials and structures prior to their delivery, monitoring storm inlet and sewer manhole placements and other utility structure installations, certifying structural fills and building pads, conducting proof roll tests on subgrades, testing stone placements, testing concrete, testing asphalt, testing steel, foundation inspections, inspecting reinforcement bar placement and form work, etc.

2. Developer's Expenses. The Developer shall provide at its sole expense all labor and materials necessary to construct such Improvements as shown on the Construction Plans unless otherwise set forth in this Agreement. The Developer will provide at its expense all such components of the overall scope of work for these Improvements as provided herein. This is to include any and all additional work not shown, but deemed necessary by the City for the proposed Improvements to function as intended.

3. Manner of Construction. All Improvements, erosion and sedimentation controls, and storm water management features shall be constructed in a sound professional manner, in accordance to the plans approved by the DPW and DPU. The Developer will provide adequate materials and supervision of all work. Improvements shall be constructed in compliance with the current standards and specifications of the VDOT for all materials, workmanship, seasonal limitations and construction procedures; except where specifically superseded by the Construction Plans, or current standards and specifications adopted by DPW and DPU. The installation of gas, water, sanitary sewer, storm sewer and street light infrastructure shall be done in compliance with the applicable DPU standards and specifications, latest revisions, which are available to the Developer upon request.

4. Street Standards. All Improvements and any other construction or work performed by the Developer, his agents or assigns, pursuant to this Agreement and the Construction Plans shall fully comply with all applicable design parameters and construction standards as provided in the DPW Complete Streets standards manual, DPW Right-of-Way Excavation and Restoration Manual, DPW Geotechnical Guidelines, DPW Constructions Notes, DPW Pavement Design Guidelines, and any additional guidelines and/or standards established by the City as set forth in the various items attached hereto and which are available to the Developer upon request.

5. Plans. The Developer represents and warrants that the Construction Plans have been designed by a licensed professional engineer or Class B surveyor in his employment and that said plans do conform to the standards referenced in this Agreement and to generally accepted engineering practices, except where a specific written exemption has been granted by the City.

6. Energy Services. The City operates a Gas-Utility. The DPU may agree to provide gas utility improvements provided a contract is executed between the City and the Developer outside of this Agreement.

7. Construction Inspections/ Quality Assurance / Quality Control. (a) The Developer/Contractor shall be responsible for providing third party Construction Engineering Inspection (CEI) for all Improvements, protections, and storm water management items. Testing, quality control and quality assurance shall be in accordance with the approved construction plans, erosion and sedimentation control plans, and all applicable specifications.

Daily inspection reports, material testing and certification, copies of delivery tickets, and all documentation relating to the Construction Engineering Inspection required for all improvements constructed within the City right-of-way must be submitted to the City for review and approval prior to substantial completion of project and prior to issuance of Certificates of Occupancy.

(b) The DPU services related to inspection, design, engineering and/or surveying time, to include required site visits during normal business hours (8 AM to 5 PM; Monday through Friday), or related to multiple site visits per day, or related to extended site visits each day, will be charged to the Developer based upon the additional staff time actually spent on the project. All DPU permits must be paid for and approved prior to start of work. Where applicable, Contracts to Extend Water Mains, Wastewater Mains, and/or Gas Mains shall be executed prior to the issuance of any permits for construction of such extensions.

(c) DPW agrees to absorb costs related to general visit inspection, typical design review and/or routine surveying done by the City. Required inspection, design, engineering and/or surveying

time beyond normal site visit requirements, or normal business hours (7 AM to 5 PM; Monday thru Friday), or related to multiple site visits per day, or related to extended site visits each day (more than 1-hour per visit), will be charged to the Developer based upon the additional staff time actually spent on the project. Developer hereby agrees to be responsible for these costs and remit payment within 30 days after being invoiced.

8. Closed Circuit T.V. (CCTV) Inspections. The City requires that all sanitary and storm sewer improvements be verified by closed circuit television (CCTV) inspection. The Developer agrees to be responsible for all costs associated with any CCTV inspection. Developer must submit recordings of such inspections for the City's (DPU) approval prior to any pavement application.

9. Right of Entry City Property (Work In Street Permit (WISP) required. The City agrees to allow the Developer and/or its designated contractors to enter into the right-of-way and easements of existing and all other adjoining City owned properties, whenever necessary, to construct the indicated portions of the said Improvements by applying for a Work In Street (WISP) permit through the Department of Public Works. Any contractor working on City right of way must provide an indemnification and proof of public liability insurance with the City named as an additional insured and approved by the City Attorney and Risk Management.

10. Dedications, Easements and Encroachments. The Developer shall dedicate easements and/or fee simple right of way or apply for encroachment permit, said property right to be determined by the City, for any public improvements or public utilities not located within an existing public right of way (as depicted on the Construction Plans. Upon satisfactory completion and full acceptance by the City, all public facilities or other improvements owned by the City in fee simple or maintained by right of easement, except where specifically noted on the Construction Plans, shall be maintained and operated by the City unless approved through the Encroachment Permit process and operation and maintenance agreed upon through a separate Agreement.

11. Performance Bond, Default, and Deficits. (a) AES prepared an estimate of costs dated October 17, 2019 in the amount of \$ 610,000 for all approved improvements proposed to be constructed within the City right-of-way as shown on the approved Construction Plans. The City has reviewed this estimate of costs and takes no exception to these costs as submitted. The Developer shall furnish to the City a Letter of Credit (LOC), Surety Bond, or Certified Corporate Check in a form approved by the City Attorney. The Developer will be furnished an electronic version or saved disk version, with the "pre-approved to form" sample format for a City LOC or Surety Bond, to be used as the approved formatted instrument for bonding documents.

(b) The Developer must meet the requirements of the Construction Plans and perform the scope of work set out in the Governor's Retreat Construction Plans including all geotechnical requirements.

If the Developer fails to meet or honor the agreed upon conditions stated in this Agreement, or any amendments hereto, the Director of Public Works may declare that the Developer is in default with the terms of this Agreement. The Director of Public Works shall advise the Developer of such default in writing. If the Developer fails to rectify such default within ten (10) days, or commence work to rectify such default within ten (10) and diligently pursue to completion of the work, then, following written notice to the Developer, the Director of Public Works may take such actions deemed necessary to complete the required Improvements. In such case, the surety amount posted may be drawn by the City to complete the Improvements, including any administrative and legal expenses incurred by the City.

(c) If upon completion of the work it is found that the City's actual cost to complete the Improvements exceeds the estimated cost secured by the set bonding amounts, the Developer shall pay such deficit to the City upon demand within thirty (30) days. If the City's actual cost to complete the Improvements is less than the surety amount posted, then the unused balance shall be returned to the Developer, pursuant to the terms of this Agreement.

(d) Prior to the release of any surety, the Developer shall represent and certify that to the best of its knowledge, information, and belief, all work related to the release of the surety has been completed in full, in accordance with the Construction Plans and the Agreement.

(e) Upon faithful completion and final acceptance of the Improvements, the City shall release the posted surety for the agreed upon amounts for each category of such Improvements. Partial reductions may be granted in the posted surety as field approvals on specific components of the scope of work or identified major line items reach completion. See Department of Public Works Standards Manual Article 2 "Bonds & Agreements Policy" attached hereto and made a part hereof as Attachment C.

(f) The City shall only be required to release portions of the surety in proportion to the cost of the required work that has been completed and accepted; and then only to the extent required by applicable State law.

(g) The LOC or Surety Bond provided by the Developer under this paragraph in no way absolves the Developer from providing a LOC or Surety Bond pursuant to a contract to extend the main for Gas, Water or Wastewater utility service. The LOC or Surety Bond hereunder relates to construction of the Improvements only, and does not affect the Developer's rights or duties under any other contract entered into between the Developer and the City.

12. Construction. The Developer shall schedule and coordinate a pre-construction conference and all subsequent progress meetings with the City. The Developer shall give notice to the City in advance to the actual beginning of construction. The Developer shall be responsible to coordinate its construction schedule with the City. The Developer agrees fully and unconditionally that the City shall incur no liability of any kind should it fail to carry out the proposed construction schedule.

13. As-Built Drawings and GIS. (a) The Developer shall, by its engineer, submit two (2) complete paper copies of the full plan set of all the public/private facilities and public/private utilities, storm water management improvements, and any and all approved and constructed site improvements. As-Built plans shall be submitted in a PDF format as well. These drawings shall

include notations, modifications to the drawings and/or supplemental drawings to illustrate what was actually constructed in the field.

A CD/DVD, the format of which shall be AutoCAD DWG or DXF, must be submitted to the DPW and DPU containing the following information, each in a separate layer:

- a. Existing site conditions
- b. Final grading contour lines
- c. Proposed building footprint(s)
- d. The storm sewer system
- e. Water and waste water systems
- f. All easements
- g. All constructed improvements

A layer report printed from AutoCAD must be submitted with the CD/DVD (2015). Both the CD/DVD and the report must be labeled with the plan name, plan number, and the engineering firm. All AutoCAD files must be referenced directly to the Virginia State Plane Coordinate system, South Zone, in the NAD83 Datum.

(b) In addition, the City is a Geographical Information System (GIS) City, therefore a digital file (ArcGIS Version 10.2) must also be provided to DPW's and DPU's GIS Department Manager as part of the as-built records of all the Improvements. The final location of the site improvements must also be tied down to Global Positioning System (GPS) coordinates. GPS coordinates on certain off-site fixtures can be used to properly position the development in the City's GIS system. When and if GPS coordinates are not provided and/or unavailable, then site as-builts must furnish a minimum of six control points that will provide accurate reference to properly position the GIS update within the applicable Virginia State Plane guidelines.

14. Assignment. The Developer shall not assign this Agreement or any of the rights, benefits, privileges, duties or obligations; received, imposed or assumed under this Agreement without prior written approval by the City.

15. Indemnification. The Developer agrees to defend, hold harmless, and indemnify the City from and against any and all claims for damages made against the City allegedly caused, and effectively contributed to, by error and omissions, negligent acts, or failure to perform properly pursuant to the terms and conditions of this Agreement.

16. Certificates of Occupancy. The Developer understands that Certificates of Occupancy will not be issued within the residential development until all underground utilities are installed and field approved, and all applicable capacity, connection, and inspection charges and fees are paid, and not until the base pavement for all streets are installed and field approved. If all applicable capacity, connection, and inspection charges and fee are not paid but all other criteria are met, a Certificate of Occupancy may be issued if the Director of Public Utilities is satisfied, in his sole discretion, that binding arrangements have been made in accordance with the City Code to allow for such payment. In addition, when other facilities such as sidewalks, driveway aprons, and fire hydrants are required, they must be installed to serve each commercial unit, professional office or dwelling unit for which a Certificate of Occupancy is requested.

17. Permits and Contractors. The Developer agrees to obtain all required permits (DPW, DPU, Permits and Inspection) and pay all permit fees. The Developer agrees that all work will be performed by properly licensed contractors. Any contractor working on City property must provide an indemnification and proof of public

liability insurance with the City named as an additional insured in amounts deemed acceptable by the City's Department of Risk Management and in a form deemed acceptable by the City Attorney.

18. Warranties. (a) The Developer agrees to warranty the Improvements for one year from the date of Final Acceptance of all required work and a two year warranty for the establishment of the landscaping as provided herein. A re-inspection of the constructed Improvements will be performed within 12 months of the official final acceptance date. The final warranty amounts may be released after the one and two-year warranty re-inspection.

(b) If defects are found to exist in the required work and have not been corrected by the Developer within a reasonable period of time after notice is given, the City may take such actions as necessary to cure the defect and deduct all such costs from the surety prior to its release.

19. Venue. Nothing herein shall prevent the City from taking any action permitted by law against the Developer or its contractors for any negligent or willful failure to carry out the requirements of this Agreement. This Agreement shall be governed, construed and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any suit or controversy arising under this Agreement shall be litigated in the General District or Circuit Court of the City.

20. Discrimination. During the performance of this Agreement, the Developer for itself, its assigns and successors in interest, pursuant to Resolution No. 74-R8-11, adopted February 25, 1974, by Council of the City of Richmond, affirms that it agrees to comply fully with Title VI and VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder. The essence of the above requirement is found in the United States Code Title 42, Section 2000-E-2, which states in part:

Employment practices:

It shall be an unlawful employment practice for an employer:

- (1) To fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
- (2) To limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin, or to classify or refer for employment any individual on the basis of his race, color, religion, sex, or national origin.

By entering into this Agreement, the Developer certifies that he has complied with the aforesaid terms, to wit: Title VI and VII of the Civil Rights Act of 1964, as amended.

21. Binding Authority. The Developer agrees that this Agreement shall be binding upon itself and any of its successors in title to the property, and that every current mortgagee or holder of a deed of trust on the property has acknowledged this Agreement in writing, evidence of which shall be provided in writing.

22. Identity of Interest. The execution of this Agreement or the performance of any act or acts pursuant to the provisions hereof shall not be deemed to have the effect of creating between the City and Developer any relationship of principal and agent, partnership, or relationship other than that of City and Developer.

23. Notice. Any notice which may be or shall be given under the terms of this Agreement shall be in writing and shall be either, delivered by hand or sent by U.S. Registered or Certified Mail, postage prepaid, return receipt requested to the party being notified at the addresses hereinafter specified.

Any such notice given by U.S. Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery after five days if addressed to:

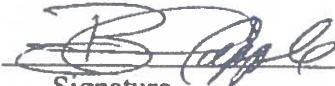
Developer: Coalson Enterprises
Attn: Mr. John J. Coalson, Jr.
10469 Atlee Station Road
Ashland, VA 23005
Email Address: jackiecoalson@gmail.com

City: City of Richmond Virginia
Department of Public Works
Right of Way Management Division
900 East Broad Street, Room 603
Richmond, Va. 23219
Attention: Brian Copple, Chief of Construction Inspection/Right of Way Management
E-mail address: Brian.Copple@richmondgov.com

This document has been reviewed by the following City staff and hereby recommends for signatory approvals:

DPW Right of Way Management:

BRIAN COPPLE
Printed Name
ROW MANAGER
Title


Signature
7/24/2020
Date

Recommended for approval:

DPU Development Services:

Jonathan Snyder
Printed Name

Signature

Energy Services Manager
Title

9-23-2020
Date

(SIGNATURE PAGES FOLLOW)

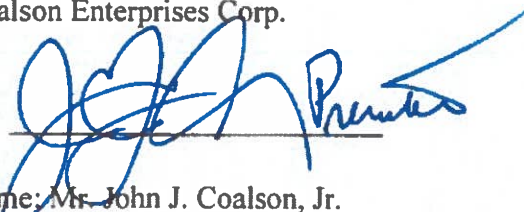
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective the day and year first above written.

ATTEST:

DEVELOPER:

Coalson Enterprises Corp.

By:



Date:

6/24/2020

Name: Mr. John J. Coalson, Jr.

Title: President

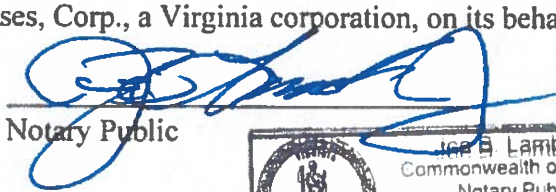
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF

Hammer

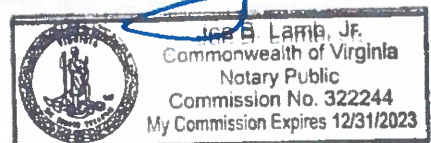
TO-WIT

The foregoing instrument was acknowledged before me, JOE B LAMB JR, Notary Public, this 24th day of June, 2020, by John J. Coalson, Jr., who has presented proof of identification (a United States passport, a certificate of United States citizenship, a certificate of naturalization, an unexpired foreign passport an alien registration card with photograph, a state issued driver's license or a state issued identification card or a United States military card), and voluntarily acknowledged this instrument as President for Coalson Enterprises, Corp., a Virginia corporation, on its behalf.


Notary Public

Registration Number: 322244

My Commission Expires: 12/31/2023

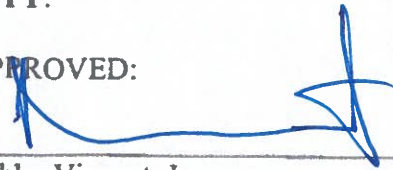


Notary Seal (sharp, legible, reproducible)\

CITY:

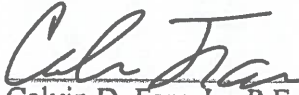
APPROVED:

msk


Bobby Vincent, Jr.
Director of Public Works

Date:

9/30/20


Calvin D. Farr, Jr., P.E.
Director of Public Utilities

Date:

9/24/20

By:

Lenora Reid, Acting Chief Administrative Officer
CITY OF RICHMOND, VIRGINIA, a municipal corporation

Date:

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENTS

Attachment A - Governor's Retreat - 5817 Walmsley - Construction Plans

Attachment B - City of Richmond - DPW Bonds & Agreements Policy - Article II

CONDITIONAL RELEASE AND LIMITED ASSIGNMENT

This **Conditional Release and Limited Assignment of Claims** (hereinafter referred to as the "Release") is entered into by The City of Richmond, Virginia, their successors, assigns, purchasers, members, shareholders, directors, officers, employees, insurers, sureties, guarantors, attorneys and representatives ("Richmond") for the benefit of Great American Insurance Company, their successors, assigns, purchasers, members, shareholders, directors, officers, employees, insurers, sureties, guarantors, attorneys and representatives ("GAIC"), effective as of the date set forth herein below:

WITNESSETH:

1. Conditioned solely upon the receipt, the actual collection, and in consideration of payment in the amount of Two Hundred, Twenty-Four Thousand, and Twelve Dollars (\$224,012), Richmond agrees to and does hereby release, acquit, and forever discharge GAIC from any and all claims, actions, causes of actions, demands, obligations, liens, rights, damages, cost, loss of service, expenses and/or compensation of any nature whatsoever, including punitive and/or exemplary damages, which Richmond now has or which may hereafter accrue against GAIC on account of, or in any way arising out of, any and all known or unknown, foreseen and unforeseen costs and/or damages and consequences thereof, against a certain Irrevocable Surety Bond No. E388209 ("Bond") issued by GAIC, as Surety, for its Principal, Coalson Enterprise Corp. ("Coalson"), in favor of the City of Richmond, as Obligee ("Richmond"), for a Developer's Agreement for a project known as Governor's Retreat Subdivision (the "Project"), or arising from the agreement between Richmond and Coalson with respect to the Project (the "Agreement"), and which has resulted in a claim being asserted by Richmond against GAIC under said Bond.

2. For and in consideration of actual collection of the foregoing payment, Richmond hereby assigns to GAIC, limited to the extent of payment in the amount of Two Hundred, Twenty-Four thousand, and Twelve Dollars (\$224,012) herein, its right, title, and interest in any and all claims, rights, and causes of action related to the aforementioned Project, Developer's Agreement, Bond, and Coalson, which it has asserted or could have asserted against Coalson and any other third-parties which are or may be liable to Richmond for the loss suffered herein by GAIC as set forth in paragraph 1. Richmond agrees that the payment to be made by GAIC set forth above shall not operate to release, settle, or otherwise operate as an accord and satisfaction of the claims, rights, and causes of action assigned herein.

3. Richmond specifically reserves its right, title and interest in any and all claims, rights and causes of action against Coalson Enterprises related to the aforementioned Project, Developer's Agreement, Bond, and Coalson and related costs which exceed the amount of the surety payment by GAIC, as set forth in paragraph 1 and that nothing in this Conditional Release and Limited Assignment limits the City's ability to seek redress against Coalson Enterprises for funds expended for the completion of Governor's Retreat subdivision over and above Two Hundred, Twenty-Four Thousand, and Twelve Dollars (\$224,012).

The City of Richmond, Virginia

By:


(Signature)

Sabrina Joy-Hogg
(Print Name)

Interim Chief Administrative Officer
(Title)

Approved as to Form



City Attorney's Office

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COMMONWEALTH OF VIRGINIA

City
COUNTY OF Richmond

On the 15th day of May, 2025, before me Caitlin Rae Sedano,

personally appeared Sabrina Jay Hogg and _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument (a Conditional Release, and Assignment) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. Caitlin Rae Sedano
(Signature of Notary)

My commission expires on: 9/30/25.

