

INTRODUCED: March 11, 2019

AN ORDINANCE No. 2019-076

To declare a public necessity for and to authorize the acquisition from Virginia Commonwealth University of a perpetual, non-exclusive easement located in the block bounded by East Leigh Street, North 11th Street, East Clay Street, and North 10th Street for the public purpose of laying, erecting, constructing, operating, maintaining, and repairing a 12-inch sewer line and all equipment, accessories, and appurtenances necessary in connection therewith, and to vacate two sewer easements located in such block.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 25 2019 AT 6 P.M.

WHEREAS, Virginia Commonwealth University is constructing a new facility, which construction necessitates a replacement of two existing sewer easements with a new sewer easement; and

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition from Virginia Commonwealth University of a perpetual, nonexclusive easement located in the block bounded by East Leigh Street, North 11th Street, East Clay Street, and North 10th Street, as shown on a drawing entitled “Compiled Plat Showing a Proposed 16’

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 25 2019 REJECTED: _____ STRICKEN: _____

Sewer Easement across Parcel Numbers E0000236001 and E0000236005,” prepared by Draper Aden Associates, and dated October 22, 2018, a copy of which is attached to this ordinance, for the public purpose of laying, erecting, constructing, operating, maintaining, and repairing a 12-inch sewer line and all equipment, accessories, and appurtenances necessary in connection therewith; and

WHEREAS, the vacation of two sewer easements shown on a plat entitled “Compiled Plat Showing Existing Sewer Easements to Be Vacated across Parcel Numbers E0000236005 & E0000236001,” prepared by Draper Aden Associates, and dated October 22, 2018, a copy of which is attached to this ordinance, is necessary to facilitate the aforementioned construction by Virginia Commonwealth University;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition from Virginia Commonwealth University of a perpetual, nonexclusive easement located in the block bounded by East Leigh Street, North 11th Street, East Clay Street, and North 10th Street, as shown on a drawing entitled “Compiled Plat Showing a Proposed 16’ Sewer Easement across Parcel Numbers E0000236001 and E0000236005,” prepared by Draper Aden Associates, and dated October 22, 2018, a copy of which is attached to and hereby incorporated into this ordinance, for the public purpose of laying, erecting, constructing, operating, maintaining, and repairing a 12-inch sewer line and all equipment, accessories, and appurtenances necessary in connection therewith.

§ 2. That the Chief Administrative Officer, for an on behalf of the City of Richmond, be and is hereby authorized to acquire from Virginia Commonwealth University, the property interest described in section 1 of this ordinance and to execute and accept a Deed of Easement,

provided that such deed must be substantially in the form of the document attached to this ordinance and must first be approved as to form by the City Attorney or the designee thereof.

§ 3. That, after the acceptance, in accordance with section 15.2-1803 of the Code of Virginia (1950), as amended, by the City of the deed described in section 2 of this ordinance, two sewer easements shown on a plat entitled “Compiled Plat Showing Existing Sewer Easements to Be Vacated across Parcel Numbers E0000236005 & E0000236001,” prepared by Draper Aden Associates, and dated October 22, 2018, a copy of which is attached to and incorporated into this ordinance, shall be vacated, provided that such vacation shall be by means of a Quitclaim Deed, which deed the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to execute, provided that such deed must be substantially in the form of the document attached to this ordinance and must first be approved as to form by the City Attorney or the designee thereof.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Received
EDITION: 1 4-8575
FEB 12 2019

DATE: February 11, 2019

TO: The Honorable Members of City Council

THRU: Levar Stoney, Mayor [Handwritten signature]

THRU: Selena Cuffee-Glenn, Chief Administrative Officer [Handwritten signature]

THRU: Robert C. Steidel, Deputy Chief Administrative Officer [Handwritten signature]

FROM: Calvin D. Farr, Jr., Director, Public Utilities [Handwritten signature]

RE: Approval for Chief Administrative Officer to Authorize Acceptance of a Deed of Easement and a Quitclaim to Vacate an Existing Utility Easement

Office of the Chief Administrative Officer

RECEIVED

FEB 28 2019

OFFICE OF CITY ATTORNEY

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute a deed of easement to accept a sixteen foot (16') utility easement (the "Replacement Easement") on the block bounded by E. Leigh Street, N. 12th Street, E. Clay Street, and N. 11th Street (the "property") from Virginia Commonwealth University (VCU), as shown on Exhibit A of Attachment 1. To further authorize the Chief Administrative Officer to execute a quitclaim deed to vacate the existing Alley Sewer Line and Deep Sewer Line easements across the property, as shown on Exhibit 1 of Attachment 2.

REASON: VCU is constructing a new facility. The proposed building footprint is in conflict with the Alley Sewer Line and the Deep Sewer Line. Vacation of the existing easement will release the property and all utility facilities within the easement to VCU. The Replacement Easement will allow maintenance of a new line for continued sewer service on the property.

RECOMMENDATION: The City Administration recommends adoption of this Ordinance. VCU must sign the deed of easement before the CAO executes the deed of easement and the quitclaim deed because the City should not vacate its interests in the existing easements before it obtains the Replacement Easement.

BACKGROUND: The existing Alley Sewer Line is a twelve inch (12") line generally lying in the alley on the property. The existing Deep Sewer Line is an un-operational thirty-six inch (36") by forty-eight inch (48") box sewer line running approximately sixty feet (60') under the property. In order to redevelop the property, VCU must relocate the Alley Sewer Line and take ownership of the Deep Sewer Line, which is under the proposed building footprint. VCU has already constructed a new sewer line within the Replacement Easement. The City, through its Department of Public Utilities, will own and maintain the new line within the Replacement Easement upon execution of the deed of easement and inspection of the line.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: March 11, 2019

CITY COUNCIL PUBLIC HEARING DATE: March 25, 2019

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Department of Public Utilities, Department of Public Works,
Economic and Community Development, Planning and Development Review

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAMS(S): None

ATTACHEMENTS: 1. Deed of Easement with plat
2. Quit Claim Deed with plat

STAFF: Robert C. Steidel, DCAO - Operations
Calvin D. Farr, Jr., Director - DPU
Susan D. Hamilton, Operations Manager - DPU

Tax Parcel Nos. E0000236001, E0000236005
Prepared by: Office of the Attorney General

This deed is exempt from taxation under Virginia Code §58.1-811(A)(3) and 58.1-811(C)(4) and from Clerk's fees under the Code of Virginia §17.1-266, as amended.

DEED OF EASEMENT

This DEED OF EASEMENT is dated the ____ day of _____, 2019, by and between VIRGINIA COMMONWEALTH UNIVERSITY, a corporation and institution of higher education of the COMMONWEALTH OF VIRGINIA, hereinafter called "Grantor," and the CITY OF RICHMOND, a municipal corporation organized under the laws of the Commonwealth of Virginia, hereinafter called "Grantee" (collectively, hereinafter, the "Parties").

WITNESSETH

For the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Sections 23.1-1019 and 23.1-1301.B.2 of the Code of Virginia (1950), as amended, and Ordinance No. 2019-_____, adopted _____, 2019 by the City Council of the City of Richmond, Grantor grants unto Grantee, its successors and assigns, the perpetual non-exclusive right and privilege to use a sixteen (16) foot wide easement, hereinafter called the "Easement" or "Easement Area," for the sole purpose of laying, erecting, constructing, operating, maintaining and repairing a twelve (12) inch sewer line and all equipment, accessories and appurtenances necessary in connection therewith, originally constructed by Grantor, hereinafter called the "Facilities," under, upon and across the lands of Grantor situated in the CITY OF RICHMOND, VIRGINIA, the location of which Easement is more particularly shown on that certain plat prepared by Draper Aden Associates dated October 22, 2018, entitled "Compiled Plat Showing A Proposed 16' Sewer Easement Across Parcel Numbers E0000236001 and E0000236005," a copy of which plat is attached hereto and incorporated herein as Exhibit A. The Easement located on the Grantor's property designated as Tax Parcel No. E0000236001 (515 N. 10th Street) is a portion of the same real estate acquired by Grantor by Interagency Transfer Agreement dated October 22, 1997 and recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia, as Instrument No. 99-30527. The Easement located on the Grantor's property designated as Tax Map Parcel E0000236005 (1000, 1008, and 1016 E. Clay Street) is a portion of the same real estate acquired by Grantor by deed dated July 1, 1963, recorded in the aforesaid Clerk's Office in Deed Book 618-C at Page 459 (1000 and 1008 E. Clay Street), and by deed dated July 17, 1998, recorded in the aforesaid Clerk's Office as Instrument No. 98-21825 (1016 E. Clay Street). Tax Parcel Nos. E0000236001 and E0000236005 within which the Easement Area is located are referred to herein collectively as the "Property."

I. The Easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. Nothing contained herein shall be construed as dedicating for public use any portion of the Property. No easements except those expressly set forth herein shall be implied by this Deed of Easement.

- B. Grantor shall provide Grantee with a statement of the cost of construction of the Facilities in a form acceptable to Grantee. Grantor shall further provide a set of as-built drawings prepared by a licensed engineer. Grantor conveys ownership of the Facilities to Grantee by operation of this Deed of Easement. Grantee shall have the right to operate, inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its Facilities within the boundaries of the Easement consistent with the purpose set forth herein. All such operation, repair, improvements, changes and so forth shall comply with all applicable laws, ordinances, codes and regulations.
- C. Grantee shall have the right of ingress to and egress from the Easement Area over the Property as may be necessary to exercise Grantee's rights herein; provided, however, Grantee shall, to the greatest extent possible, confine its ingress and egress to the Easement Area. Following Grantee's exercise of such right of ingress and egress over the Property and upon completion of any activity by Grantee upon the Easement Area, Grantee shall restore the lands of Grantor and the Easement Area as nearly to their original condition as practicable, including, but not limited to, backfilling of trenches, repaving, reseeding or resodding of lands, replacement of Grantor's property, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of the Facilities or the exercise of any right expressed herein. Grantee shall maintain the Facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property and adjacent lands.
- D. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of the Facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed from the lands of Grantor and disposed of by Grantee.
- E. Grantee shall exercise any right expressed herein in such manner as shall not occasion injury, damage or inconvenience to Grantor and as otherwise shall minimize any adverse impact or disturbance to Grantor's lands and property, including any conservation and natural heritage values thereof. Any activity or omission by Grantee, its employees, agents or contractors that the Parties reasonably agree results in injury, damage or adverse impact or disturbance to Grantor's lands and property, including any conservation and natural heritage values thereof, shall be remedied either by payment or repair, as reasonably agreed to by the Parties. Grantee shall notify Grantor immediately of any such injury, damage or adverse impact or disturbance of which Grantee is or should reasonably be aware.

- F. Grantor may use the Easement Area for any purpose not inconsistent with the rights hereby granted in this Deed of Easement, provided such use does not interfere with the safe and efficient construction, operation or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, codes or regulations pertaining to the construction, operation or maintenance of the Facilities and to which Grantor is subject.
- G. No person or entity, whether the Grantee, its employees, agents or contractors, including, but not limited to, any general contractor, subcontractor or maintenance contractor, shall commence any activity upon the lands of Grantor unless and until such person or entity has obtained such insurance coverage as may be required from time to time by the Commonwealth of Virginia, Department of General Services pursuant to its guidelines adopted in respect to Code of Virginia § 2.2-1151, as such section may be amended or its successor provisions.
- H. Notwithstanding any other provision of this Deed of Easement, Grantee may not itself, nor by sublease, license, or other grant of permission to any third party, utilize the Easement Area for the installation of any equipment or property for purposes other than set forth herein. Neither the Easement nor Grantee's rights hereunder are delegable, transferrable or assignable, and any delegation, transfer or assignment of the Easement or any portion thereof or Grantee's rights hereunder without the prior written consent of Grantor shall be null and void and of no effect; provided, however, Grantee's rights hereunder may be assigned without Grantor's approval in accordance with an order of the State Corporation Commission to any municipal utility, utility cooperative or other utility authorized to provide utility service within the Commonwealth of Virginia.
- I. This Easement does not create any public right of access and only permits Grantee to access the Facilities as described herein.
- J. If Grantor at any time deems it necessary or advisable to relocate for Grantor's convenience any of the Facilities, Grantor shall relocate such Facilities and grant unto Grantee such replacement easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth.
- K. Subject to the terms herein, the foregoing Easement shall be perpetual in nature, shall run with the land, and shall be binding upon the parties and their respective successors and permitted assignees.
- L. This Easement is determinable. In the event that (i) the Grantee discontinues use of all or a portion of the Easement Area for the purposes herein conveyed for a period of one (1) year, or (ii) the Grantor relocates all or a portion of the Facilities as described in Section J, and upon the Grantor's written notice to the Grantee's Director of Public Utilities or functional equivalent of any such

event, the Easement, or such portion thereof identified by Grantor, shall automatically terminate and all rights, title, and interest therein shall revert to Grantor six (6) months after such notice from Grantor to Grantee. Grantor's notice shall identify with specificity the scope of the Easement Area subject to reversion. At Grantee's option, Grantor shall accept ownership of the Facilities in that portion of the Easement Area that reverts to Grantor.

2. The Parties hereto acknowledge and agree that notwithstanding anything contained in this Deed of Easement to the contrary, so long as the Commonwealth of Virginia (the "Commonwealth") is a party hereto, the following provisions shall control over any conflicting provisions hereof:

- A. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including product liability, the Commonwealth and its boards, agencies, or other political subdivisions, including Grantee, is either constitutionally immune (or partially immune) from suit, judgment, or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- B. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth or any of its boards, agencies, or other political subdivisions, including Grantee.
- C. No liens may be placed against, or shall attach to, any property owned by the Commonwealth.
- D. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the Circuit Court of the City of Richmond, Virginia.
- E. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or any of its boards, agencies, or other political subdivisions, including Grantee, from tort or other liability.

3. The Parties represent and warrant that each is duly authorized with all requisite power and all governmental authorizations to enter into this Deed of Easement and that the person executing this Deed of Easement on their behalf is authorized to do so.

WITNESS the following signatures and seals.

Grantor: VIRGINIA COMMONWEALTH UNIVERSITY,
a corporation and institution of higher education of the
COMMONWEALTH OF VIRGINIA

By: _____
Meredith L. Weiss
Title: Vice President for Administration

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

The foregoing Deed of Easement was acknowledged before me this ____ day of
_____ 2019, by Meredith L. Weiss in her capacity as Vice President for
Administration of Virginia Commonwealth University, on behalf of the University.

My commission expires: _____

Registration No. _____

Notary Public

OFFICE OF UNIVERSITY COUNSEL
Approved as to form:

Associate University Counsel/Assistant Attorney General

The foregoing Deed of Easement from _____ is hereby accepted this _____ day of _____, 2019, pursuant to authority granted by Ordinance No. 2019-_____, adopted _____, 2019.

Grantee: CITY OF RICHMOND
a municipal corporation organized under the laws of
the COMMONWEALTH OF VIRGINIA

By: _____
Selena Cuffee-Glenn
Chief Administrative Officer
City of Richmond

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing Deed of Easement was acknowledged before me, the undersigned notary public, by Selena Cuffee-Glenn, Chief Administrative Officer of the City of Richmond, on behalf of the Grantee.

My commission expires: _____

Registration No. _____

Notary Public

CITY ATTORNEY'S OFFICE
Approved as to form:



A. Ross Phillips
Assistant City Attorney

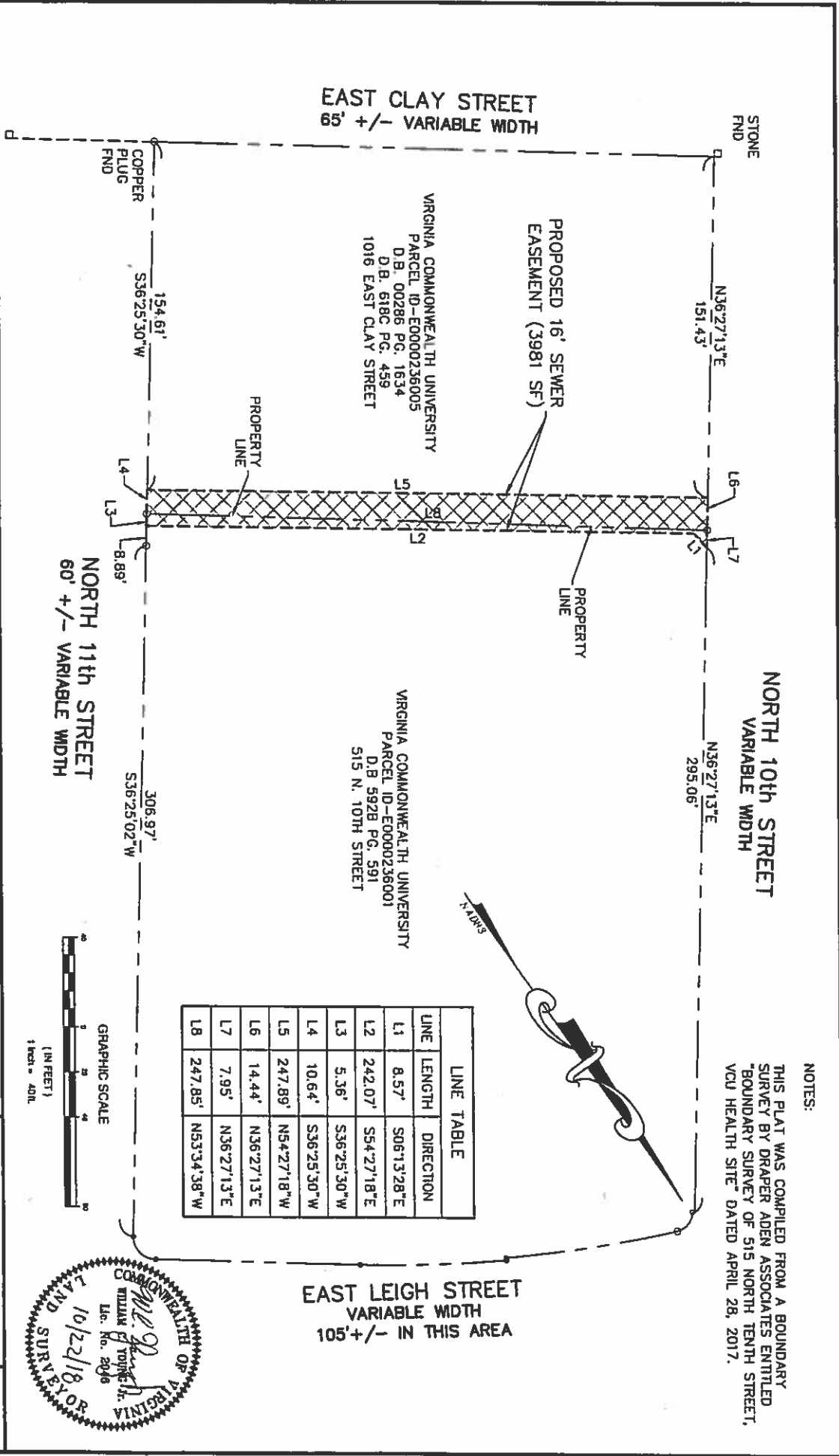


Draper Aden Associates
 Engineering • Surveying • Environmental Services
 8090 Viba Park Drive
 Richmond, VA 23228
 804-254-2228 Fax: 804-254-8773
 Chesapeake, VA
 Raleigh, NC
 Fayetteville, NC
 Hampton Roads, VA
 Northern Virginia

DESIGNED
 DRAWN
 CHECKED
 DATE
 CHK
 WCY
 OCT. 22, 2018

COMPILED PLAT SHOWING A PROPOSED 16' SEWER
 EASEMENT ACROSS PARCEL NUMBERS
 E0000236001 AND E0000236005

SCALE: 1" = 40'
 PROJECT: 21746-300



EAST CLAY STREET
 65' +/- VARIABLE WIDTH

STONE
 FND

VIRGINIA COMMONWEALTH UNIVERSITY
 PARCEL ID-E0000236005
 D.B. 00286 PG. 1634
 D.B. 618C PG. 459
 1016 EAST CLAY STREET

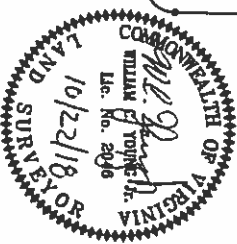
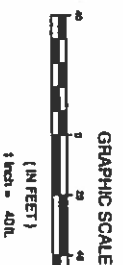
VIRGINIA COMMONWEALTH UNIVERSITY
 PARCEL ID-E0000236001
 D.B 592B PG. 591
 515 N. 10TH STREET

NORTH 10th STREET
 VARIABLE WIDTH

NORTH 11th STREET
 60' +/- VARIABLE WIDTH

EAST LEIGH STREET
 VARIABLE WIDTH
 105' +/- IN THIS AREA

LINE	LENGTH	DIRECTION
L1	8.57'	S061.3°28'E
L2	242.07'	S54°27'18"E
L3	5.36'	S36°25'30"W
L4	10.64'	S36°25'30"W
L5	247.89'	N54°27'18"W
L6	14.44'	N36°27'13"E
L7	7.95'	N36°27'13"E
L8	247.85'	N53°34'38"W



NOTES:
 THIS PLAT WAS COMPILED FROM A BOUNDARY SURVEY BY DRAPER ADEN ASSOCIATES ENTITLED "BOUNDARY SURVEY OF 515 NORTH TENTH STREET, VCU HEALTH SITE" DATED APRIL 28, 2017.

This Document Prepared By:
Richmond City Attorney's Office
900 East Broad Street, Room 400
Richmond, Virginia 23219
Tax Parcel Nos.: E0000236001 and E0000236005

QUITCLAIM DEED

THIS Deed is made this ___ day of _____, 2019, by and between the **CITY OF RICHMOND**, to be indexed as grantor (the "GRANTOR"), a municipal corporation organized under the laws of the Commonwealth of Virginia, and **VIRGINIA COMMONWEALTH UNIVERSITY**, to be indexed as grantee (the "GRANTEE") a corporation and institution of higher education of the Commonwealth of Virginia (collectively the "Parties").

EXEMPTION FROM TAXES

This Deed is exempt from taxation under Virginia Code §58.1-811(A)(3) and 58.1-811(C)(4) and from Clerk's fees under the Code of Virginia §17.1-266, as amended.

WITNESSETH:

WHEREAS, GRANTEE holds fee simple title to certain real property located in the City of Richmond, Virginia, designated as Tax Parcel Nos. E0000236001 and E0000236005; GRANTEE's property designated as Tax Parcel No. E0000236001 (515 N. 10th Street) is a portion of the same real estate acquired by GRANTEE by Interagency Transfer Agreement dated October 22, 1997 and recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia, as Instrument No. 99-30527; and GRANTEE's property designated as Tax Map Parcel E0000236005 (1000, 1008, and 1016 E. Clay Street) is a portion of the same real estate acquired by GRANTEE by deed dated July 1, 1963, recorded in the aforesaid Clerk's Office in Deed Book 618-C at Page 459 (1000 and 1008 E. Clay Street), and by deed dated July 17, 1998, recorded in the aforesaid Clerk's Office as Instrument No. 98-21825 (1016 E. Clay Street); Tax Parcel Nos. E0000236001 and E0000236005 are referred to herein collectively as the "Property"; and

WHEREAS, a non-operational thirty-six inch (36") by forty-eight inch (48") box sewer (the "Deep Sewer Line") runs under and through the Property; a twelve inch (12") terracotta sewer line (the "Alley Sewer Line") runs under and through the Property (the Deep Sewer Line and the Alley Sewer Line are referred to herein collectively as the "Existing Facilities"); and the location of which Existing Facilities is more particularly shown on the plat entitled "Compiled Plat Showing Existing Sewer Easements to be Vacated Across Tax Parcel Numbers E0000236005 & E0000236001," prepared by Draper Aden Associates, dated October 22, 2018, and marked as Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Parties acknowledge that GRANTOR has exercised control of a sewer easement for the Deep Sewer Line and a sewer easement for the Alley Sewer Line, and the term "Existing Easements" as used in this Deed shall mean the recorded, unrecorded, prescriptive, perfected, and unperfected easements serving the Deep Sewer Line and the Alley Sewer Line, the

approximate locations of which are shown on Attachment A attached hereto and incorporated herein; and

WHEREAS, GRANTEE conveyed to GRANTOR by deed of utility easement the rights and title to a portion of the Property for the purposes of operating and maintaining a sewer line to replace the Alley Sewer Line (the "Replacement Sewer Line Deed of Easement"); and

WHEREAS, pursuant to the terms of Ordinance No. 2019- _____, adopted by the Richmond City Council on _____, 2019, attached hereto and incorporated herein without its attachments as "Exhibit B," GRANTOR has agreed to vacate, convey, remise, release, and forever quitclaim to GRANTEE the Existing Facilities, as well as use of the area on the Property subject to the Existing Easements, all as more particularly set forth in this Deed.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual undertakings herein contained, ten dollars cash in hand paid (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. GRANTOR hereby vacates, conveys, remises, releases, and forever quitclaims to GRANTEE, its successors and assigns, all rights, title and interests of GRANTOR in and to the Existing Easements and the Existing Facilities; provided, however, that GRANTEE's rights and title under the Replacement Sewer Line Deed of Easement shall not be affected by this Deed.
2. Each of the Parties hereto releases to the other, and their respective predecessors, successors and assigns, from any and all other conditions, covenants, provisions and obligations, whether accrued or not, or performed in whole, in part, or not at all, or express or implied, with respect to the Existing Easements and the Existing Facilities.
3. Each individual executing this Deed represents that he or she is duly authorized to bind GRANTOR or GRANTEE, as the case may be, to the terms and provisions of this Deed.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, GRANTOR has hereunto affixed its signature and seal as of the day and year first herein above written.

CITY OF RICHMOND (GRANTOR)

By: _____

Selena Cuffee-Glenn
Chief Administrative Officer
City of Richmond, Virginia

Approved as to form:

By:  _____

A. Ross Phillips
Assistant City Attorney
City of Richmond, Virginia

**COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:**

The foregoing Quitclaim Deed was acknowledged before me, the undersigned notary public, by Selena Cuffee-Glenn, Chief Administrative Officer of the City of Richmond, on behalf of the GRANTOR under authority granted by Ordinance No. 2019-_____ on this ____ day of _____, 2019.

Given under my hand this ____ day of _____, 2019.

Notary Public

Notary Registration Number: _____

My commission expires: _____

WITNESS the following signatures and seals.

Grantee: VIRGINIA COMMONWEALTH UNIVERSITY,
a corporation and institution of higher education of the
COMMONWEALTH OF VIRGINIA

By: _____
Meredith L. Weiss
Title: Vice President for Administration

COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

The foregoing Deed of Easement was acknowledged before me this ____ day of
_____ 2019, by Meredith L. Weiss in her capacity as Vice President for
Administration of Virginia Commonwealth University, on behalf of the University.

My commission expires: _____

Registration No. _____

Notary Public

OFFICE OF UNIVERSITY COUNSEL
Approved as to form:

Associate University Counsel/Assistant Attorney General

