

INTRODUCED: September 11, 2017

AN ORDINANCE No. 2017-166

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a First Amendment to Utilities Agreement between the City of Richmond and Fulton Hill Properties, L.L.C., for the purpose of establishing new conditions for the release of an existing City sewer utility easement located at 4907 Goddin Court.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a First Amendment to Utilities Agreement between the City of Richmond and Fulton Hill Properties, L.L.C., for the purpose of establishing new conditions for the release of an existing City sewer utility easement located at 4907 Goddin Court. Such First Amendment to Utilities Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 8 NOES: _____ ABSTAIN: 1 _____

ADOPTED: SEPT 25 2017 REJECTED: _____ STRICKEN: _____

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute that attachment attached to the First Amendment to Utilities Agreement between the City of Richmond and Fulton Hill Properties, L.L.C., that requires execution by the City, provided that such attachment must first be approved as to form by the City Attorney and must be substantially in the form of the document attached to this ordinance.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-6953

AUG 25 2017

Office of the Chief Administrative Officer

O&R REQUEST

DATE: August 25, 2017

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney, Mayor

SEP 07 2017

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF CITY ATTORNEY

THROUGH: Bobby Vincent, Interim Deputy Chief Administrative Officer

THROUGH: Robert C. Steidel, Director Department of Public Utilities

FROM: Rosemary Green, Deputy Director Department of Public Utilities

RE: First Amendment to Utilities Agreement by and between Fulton Hill Properties, L.L.C. ("FHP"), a Virginia limited liability company, and the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute a First Amendment to Utilities Agreement ("Amendment") between the City of Richmond and Fulton Hill Properties, L.L.C., as well as a Deed of Release and Termination of Utilities Easements attached thereto, in accordance with conditions set forth in the Amendment, for the purpose of expediting the City's release of utilities easements ("Easements") on properties known as 1000 A Carlisle Ave. and 4907 Goddin Ct. in the city of Richmond.

REASON: The Amendment is needed to alter the original Utilities Agreement between the City and FHP to allow for expedited release of the Easements to better accommodate the construction schedules of FHP and Studio Row LLC.

RECOMMENDATION: Authorize the Chief Administrative Officer to execute the amended agreement.

BACKGROUND: This project is a component of the Special Order 13, Lower Gillies Creek Conveyance, of the City's 2005 Phase III Combined Sewer Overflow Special Order by Consent issued by the Virginia State Water Control Board. Separation of the portion of the combined sewer

system that allows for the City to terminate the referenced Utilities Easement has been achieved and allows for this Amendment to the Utilities Agreement to move forward at this time.

FISCAL IMPACT / COST: \$0

FISCAL IMPLICATIONS: No

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: \$0

DESIRED EFFECTIVE DATE: September 25, 2017

REQUESTED INTRODUCTION DATE: September 11, 2017

CITY COUNCIL PUBLIC HEARING DATE: September 25, 2107

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee (September 19, 2017)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: DPU

RELATIONSHIP TO EXISTING ORD. OR RES.: ORD. 2015-264

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

First Amendment to Utilities Agreement

STAFF:

Rosemary Green, Deputy Director Department of Public Utilities, 646-8517

Robert C. Steidel, Director Department of Public Utilities, 646-1378

**FIRST AMENDMENT TO
UTILITIES AGREEMENT**

This FIRST AMENDMENT (this "Amendment") to UTILITIES AGREEMENT (the "Utilities Agreement") dated January 19, 2016, is entered into this 20th day of October, 2017, by and between Fulton Hill Properties, L.L.C. ("FHP"), a Virginia limited liability company, and the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia.

WHEREAS, by the Utilities Agreement, the City and FHP entered into an agreement whereby the City would, under the terms and conditions set forth therein, release and terminate the entirety of one utility easement and a portion of another (the "Existing Easements") within FHP-owned property known as 1000 A Carlisle Avenue ("Property A") and 4907 Goddin Court ("Property B"), designated as Tax Parcel Nos. E0002400072 and E0001792041 respectively, in exchange for a full-width, permanent utility easement along a length of Carlisle Avenue located within Property A (the "New Easement"); and

WHEREAS, FHP has since conveyed the New Easement to the City by deed dated January 19, 2016 and recorded in the Clerk's Office of the Circuit Court of the City of Richmond as Instrument No. 16-1894.

WHEREAS, the City has disconnected sanitary and storm sewer flow from the utility facilities in the Existing Easements and is now using recently constructed facilities in the New Easement to convey those flows; and

WHEREAS, FHP, having conveyed the New Easement to the City and Property B to Studio Row LLC, a Virginia limited liability company, and desiring for the City to release the Existing Easements as soon as possible, has requested this Amendment to allow for such expedited release; and

WHEREAS, the City and FHP developed this Amendment accordingly.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties herein, the City and FHP agree, each with the other, that the Utilities Agreement is hereby amended as follows:

1. Paragraph 2.10 has the phrase "as shown on the Plans" added at its end, such that it now reads:
 - 2.10 **New Facilities.** "New Facilities" means one 24-inch storm sewer line and one 8-inch sanitary sewer line, and associated appurtenances, that the City intends to construct along Carlisle Avenue from Union Street to Gilliam Street once the City obtains the New Easement, as shown on the Plans.

2. Paragraphs 2.12, 2.13, and 2.14 are now paragraphs 2.13, 2.14, and 2.15 to allow for addition of a new paragraph 2.12, which new paragraph defines the term "Plans" as follows:

2.13 Plans. "Plans" means construction drawings of the City's Department of Public Utilities entitled "CSO 028E Separation Project," prepared by Greeley and Hansen, and dated February 2016.

3. Paragraph 4.1 is deleted in its entirety.
4. Paragraph 4.1.1 is now paragraph 4.1, the words "of Existing Easements" are added to the end of its heading, and its last sentence and the period immediately preceding such last sentence are deleted and replaced with following:

; provided, however, that upon approval of this Agreement by the Richmond City Council, the City's Chief Administrative Officer, on the City's behalf, will be authorized to execute the Deed of Release absent the occurrence of such events once the City's Director of Public Utilities has approved in writing FHP's final design for the use, modification or replacement of the Existing Facilities, including but not limited to FHP's connection of the Existing Facilities to the New Facilities, not to be unreasonably withheld. FHP shall indemnify the City for the costs of any necessary modifications to the New Facilities in the event the City's Director of Public Utilities determines, at the time of, or after the date of, his approval of FHP's final design for the use, modification or replacement of the Existing Facilities, that FHP's use, modification, or replacement of the Existing Facilities necessitates such modifications to the New Facilities. The Parties agree the above-mentioned indemnification will only apply to New Facilities modifications that have not occurred before August 17, 2017. This paragraph will survive the City's release and termination of the Existing Easements.

5. The term "Attachment D" in paragraph 4.3 is replaced with the term "Attachment C."
6. Paragraph 7.3 has the following sentence added at its end:

Notwithstanding the foregoing, the City agrees that FHP may assign this Agreement to Studio Row LLC, and that approval of this Agreement by the Richmond City Council will operate as City consent to such assignment.

7. Paragraph 7.8 is adjusted as follows to add Robert C. Steidel as a recipient of copies of signed written notices to the City under the Utilities Agreement:

and with a copy of the signed written notice sent to:

**Robert C. Steidel
Director
Department of Public Utilities
City of Richmond
730 E. Broad Street, 6th floor
Richmond, Virginia 23219**

**Office of the City Attorney
City of Richmond
900 E. Broad Street, 4th floor
Richmond, Virginia 23219
Attn: Allen L. Jackson, City Attorney**

8. Attachment B to the Utilities Agreement is removed from the Utilities Agreement and is replaced with Attachment A to this Amendment, attached hereto and incorporated herein, such that each reference to Attachment B in the Utilities Agreement shall be understood to be a reference to Attachment A of this Amendment.

9. Attachment C to the Utilities Agreement is removed from the Utilities Agreement, such that the list of attachments on page 7 of the Utilities Agreement now reads as follows:

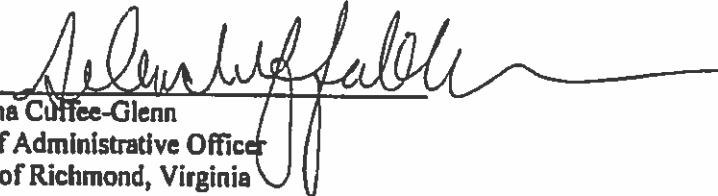
Attachments:


**A – Deed of Utility Easement Agreement
B – Deed of Release and Termination of Utility Easement Agreement
C – Sanitary Plan and Profiles BC3 and BC5**

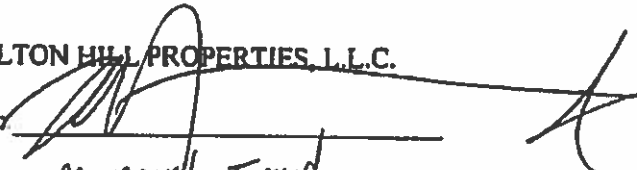
10. Except as expressly modified by this First Amendment, all provisions of the Utilities Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, the City and FHP have hereunto affixed their signatures as of the date and year first hereinabove written.

CITY OF RICHMOND

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

Approved as to form:
BY: 
Neil R. Gibson, Assistant City Attorney
City of Richmond, Virginia

FULTON HILL PROPERTIES, L.L.C.
BY: 
Name: Margaret Freund
Title: Manager

Attachment A

16-1894

0826 FEB-20

File City 14.49

AFTER RECORDING RETURN TO:
City of Richmond, Department of Public Utilities
Attn: C. Scott Yates
City Hall
900 E. Broad Street, Room 115
Richmond, Virginia 23219

CITY OF RICHMOND, VIRGINIA
TAX MAP NO: E0002400072

DEED OF UTILITY EASEMENT AGREEMENT

THIS DEED OF UTILITY EASEMENT AGREEMENT (the "Agreement") is made this 19th day of January, 20 16, by and between FULTON HILL PROPERTIES, LLC, a Virginia limited liability company, to be indexed as grantor (the "GRANTOR"), and the CITY OF RICHMOND, a municipal corporation organized under the laws of the Commonwealth of Virginia, to be indexed as grantee (the "GRANTEE").

EXEMPTION FROM TAXES

This conveyance is exempt from Recordation Taxes pursuant to Section 58.1-811(A)(3) of the Code of Virginia (1950) as amended.

RECITALS

WHEREAS, GRANTOR holds fee simple title to certain real property situated in the City of Richmond, Virginia, designated as Tax Parcel No. E0002400072 and being a portion of the same real estate conveyed to GRANTOR by deed recorded in the Clerk's office of the Circuit Court of the City of Richmond, Virginia, as Instrument No. 01-0016977 (the "Property"); and

WHEREAS, GRANTEE, by its Department of Public Utilities, desires to construct, operate, maintain, repair, reconstruct and remove various utility improvements and associated appurtenances (collectively the "Facilities") upon, under, above and across the Property and, pursuant to the provisions of Section 26-42 of the 2004 Richmond City Code, requests from GRANTOR a permanent full-width easement within the Property for such purposes, which easement GRANTOR is willing to convey.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby conveys to GRANTEE, with General Warranty of Title, a permanent full-width utility easement (the "Easement") upon, under, above and across the Property for the purposes of constructing, operating, maintaining, repairing, reconstructing and removing (the "Activities") the Facilities, the location of which Easement is more particularly shown on the plat entitled, Map Showing Proposed Utility Easement for CSO 028E, prepared by NXL Engineers, Surveyors, Construction Managers, dated June 5, 2014 and marked as "Attachment A," attached hereto and incorporated herein.

GRANTOR may make any use of the land and space within the Easement that is not inconsistent with the rights herein conveyed to GRANTEE; provided, however, GRANTOR shall not construct, place or plant, or allow to be constructed, placed or planted, any natural or manmade structure, improvement or obstruction, or any portion thereof or appurtenance thereto, within the Easement without obtaining the prior written approval of GRANTEE's Director of the

0327 FEB -20

Department of Public Utilities; provided, however, GRANTOR may install, repair or replace cobblestones within the roadway without such written approval.

GRANTEE will have full and free use of the Easement to perform the Activities and, when reasonably necessary for such use, GRANTEE may use the land abutting the Easement; provided, however, that GRANTEE's exercise of its right to use such abutting land will only be to the minimum extent necessary. GRANTEE will have the right to trim, cut and remove any natural or manmade structure, improvement or obstruction in the Easement that GRANTEE deems to interfere with its exercise of the Easement.

GRANTEE hereby covenants with GRANTOR that upon completion by GRANTEE of any of the Activities, GRANTEE will, i) restore or replace with cobblestone any portion of roadway within the Easement disturbed by GRANTEE's performance of the Activities, including providing any additional cobblestone needed for such restoration or replacement at no cost to GRANTOR, and ii) restore or replace, to its immediately prior condition as far as is practicable and consistent with GRANTEE's rights herein conveyed, whatever other land and the surface thereof within the boundaries of the Easement GRANTEE disturbs by performing the Activities.

This Agreement shall run with the land and be binding upon GRANTOR's heirs, successors and assigns in title. Each individual executing this Agreement 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.

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

FULTON HILL PROPERTIES, LLC, a Virginia limited liability company

BY:

Margaret Freund, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

I, Andrew M. Condit, Notary Public in and for the City/County and State aforesaid, do hereby certify that Margaret Freund, whose name is signed to the foregoing Deed of Utility Easement Agreement, bearing date 19th day of January, 2016, personally appeared before me in my City/County and State aforesaid and acknowledged the same to be their act and deed.

Given under my hand this 19th day of January, 2016

Notary Public

Notary Registration Number: 143322

My commission expires: Apr: 30 2017

DE-2

This foregoing Deed of Utility Easement Agreement from Fulton Hill Properties, LLC, is hereby accepted the 1st day of February, 2016, pursuant to authority granted by Section 26-42 of the 2004 Richmond City Code.

CITY OF RICHMOND (GRANTEE)

By: *Scelena Cuffee-Glenn*
Scelena Cuffee-Glenn
Chief Administrative Officer
City of Richmond, Virginia

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF RICHMOND, to-wit:

I, TERRI D. GARRETT, Notary Public in and for the City/County and State aforesaid, do hereby certify that SELENA CUFFEE GLENN, whose name is signed to the foregoing Deed of Utility Easement Agreement, bearing date 1st day of February, 2016, personally appeared before me in my City/County and State aforesaid and acknowledged the same to be her act and deed.

Given under my hand this 1st day of FEBRUARY, 2016.

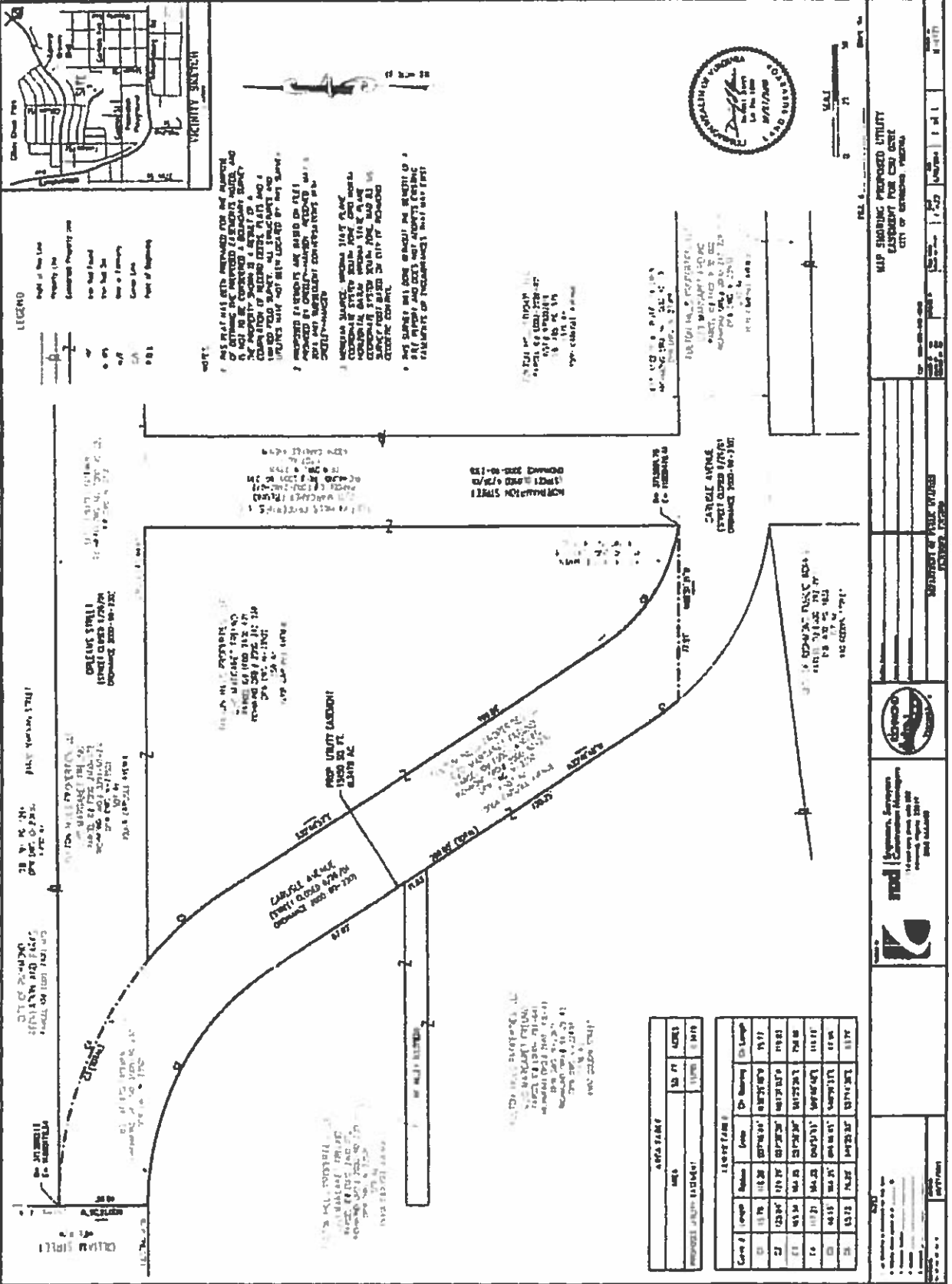
Terri D. Garrett
Notary Public

Notary Registration Number: 7127706
My commission expires: 9-30-19

Approved as to Form:

By: *Neil Gibson*
Neil Gibson
Assistant City Attorney
City of Richmond, Virginia

Attachment A (to Deed of Utility Easement Agreement)



10029 2-15

Scale to be
Approved by
Record 8

INSTRUMENT # 16-1894
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
FEB 02 2016 AT 14:49 PM
BY: ~~John M. ...~~ EDWARDS
DEPUTY CLERK

AFTER RECORDING RETURN TO:
City of Richmond, Department of Public Utilities
Attn: C. Scott Yates
City Hall
900 E. Broad Street, Room 115
Richmond, Virginia 23219

CITY OF RICHMOND, VIRGINIA
TAX MAP NO: E0001792041

DEED OF RELEASE AND TERMINATION OF UTILITY EASEMENT AGREEMENT

THIS DEED OF RELEASE AND TERMINATION OF UTILITY EASEMENT AGREEMENT (the "Agreement") is made this 20th day of October, 2017, by and between the **CITY OF RICHMOND**, a municipal corporation organized under the laws of the Commonwealth of Virginia, to be indexed as grantor (the "GRANTOR"), and **STUDIO ROW LLC**, to be indexed as grantee (the "GRANTEE").

RECITALS

WHEREAS, GRANTEE is the owner of certain real property located in the City of Richmond, Virginia, designated as Tax Parcel No. E0001792041 and being a portion of the same real estate conveyed to GRANTEE by deed recorded in the Clerk's office of the Circuit Court of the City of Richmond (the "Clerk's Office") as Instrument No. 17-15872 (the "Property"); and

WHEREAS, GRANTOR has had the use of utility easements over, under, across and through the Property, including but not limited to i) a sixteen (16)-foot wide sewer easement conveyed by deed dated May 4, 2001 and recorded in the Clerk's Office as Instrument No. 01-012866, and ii) a portion of a forty (40)-foot wide sewer easement, conveyed by deed dated June 29, 2001 and recorded in the Clerk's Office as Instrument No. 01-016977, the location of which easements (collectively the "Existing Easements") is shown on that certain plat entitled **Map Showing Existing Sewer Easements to Be Vacated for CSO 028E**, prepared by **NXL Engineers, Surveyors, Construction Managers**, dated **October 27, 2015**, and marked as "Attachment A," attached hereto and made a part hereof; and

WHEREAS, GRANTEE's predecessor, **Fulton Hill Properties, L.L.C. ("FHP")**, pursuant to the terms of a **Utilities Agreement** between GRANTOR and FHP dated **January 19, 2016**, authorized by **Ordinance No. 2015-264**, and amended on September 25, 2017, by **Ordinance No. 2017-166**, (the "Utilities Agreement"), the rights and obligations of which **Utilities Agreement** GRANTEE has assumed by assignment from FHP, conveyed to GRANTOR a new full-width sewer utility easement within the Property (the "New Easement") by deed dated **January 19, 2016** and recorded in the Clerk's Office as Instrument No. 16-1894, the location of which **New Easement** is shown on that certain plat entitled **Map Showing Proposed Utility Easement for CSO 028E**, prepared by **NXL Engineers, Surveyors, Construction Managers**, dated **June 5, 2014**, and marked as "Attachment B;" and

WHEREAS, GRANTOR, having, i) constructed new sewer facilities (the "New Facilities"), as defined in the **Utilities Agreement**, to replace existing sewer facilities (the "Existing Facilities") in the **Existing Easements**, and ii) approved in writing, by its Director of

Public Utilities, FHP's final design for the use, modification or replacement of the Existing Facilities, no longer has need of the Existing Easements; and

WHEREAS, pursuant to the terms of Ordinance No. 2017- 166, adopted by the Richmond City Council on September 25, 2017, and attached hereto as "Attachment C," GRANTOR has agreed to vacate, abandon and convey and release 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 Agreement.

AGREEMENT

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 (collectively the "Parties") agree as follows:

1. GRANTOR hereby vacates, conveys 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.
2. Each of the Parties hereto releases 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, unless otherwise stated in the Utilities Agreement.
3. Each individual executing this Agreement 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 Agreement.

SIGNATURES ON FOLLOWING PAGE

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: [Signature]

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

Approved as to form:
BY: [Signature]

Neil Gibson
Assistant City Attorney
City of Richmond, Virginia

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

I, JERRI D. GARRETT, Notary Public in and for the City and State aforesaid, do hereby certify that Selena Cuffee-Glenn, whose name is signed to the foregoing deed of release and termination of utility easement agreement, bearing date of the 20th day of October, 2017, personally appeared before me in my City and State aforesaid and acknowledged the same to be her act and deed.

Given under my hand this 20TH day of OCTOBER, 2017.

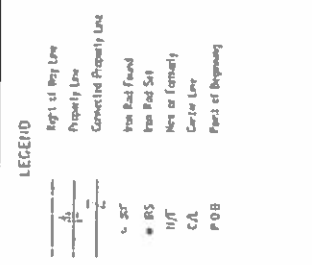
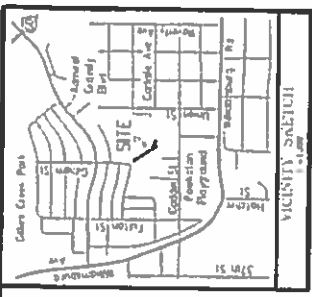
[Signature]
Notary Public

Notary Registration Number: 7127706
My commission expires: 9.30.19



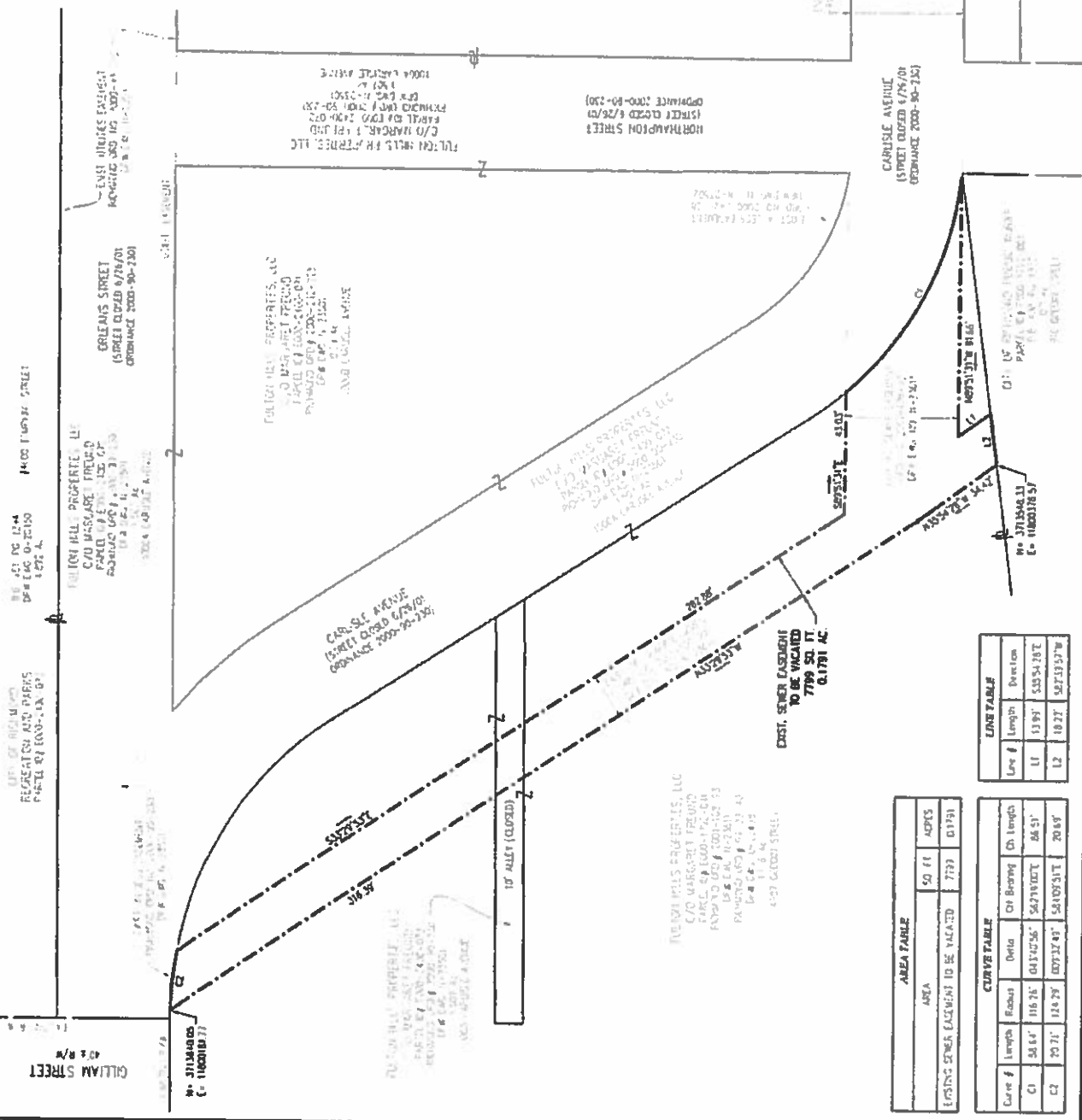
STUDIO ROW LLC (GRANTEE)
BY: [Signature]
Name: Magaret F...
manager

Attachment A to Deed of Release and Termination of Utility Easement Agreement



NOTES

- THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF SHOWING EXISTING EASEMENTS NOTED, AND IS NOT TO BE CONSIDERED A SURVEY. THE PROPERTY SHOWN IS A RESULT OF A COMPARISON OF RECORD DEEDS, PLATS AND A LIMITED FIELD SURVEY. ALL STRUCTURES AND UTILITIES HAVE NOT BEEN LOCATED BY THIS SURVEY.
- PROPOSED EASEMENTS ARE BASED ON PLATS PRODUCED BY GREIDER/HANSEN, RECORDED MAR 6, 2014 AND SUBSEQUENT CONVERSATIONS WITH GREIDER/HANSEN.
- UTILITY SOURCE, VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, HAD ALL US SURVEY FOOT BASED ON CITY OF FREDERICK GEODETIC CONTROL.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT DISCLOSE EASEMENTS OR ENCUMBRANCES THAT MAY EXIST.



AREA TABLE

AREA	SQ FT	APXS
EXISTING EASEMENT TO BE VACATED	7777	01791

CURVE TABLE

Curve #	Length	Radius	Delta	Ch Bearing	Ch Length
C1	58.14'	116.28'	047°25'	S62°30'00"E	26.51'
C2	70.71'	141.42'	077°32'48"	S41°03'51"E	20.43'

LINE TABLE

Line #	Length	Bearing
L1	13.93'	S33°54'20"E
L2	10.22'	S87°13'27"E

FILE # _____ DATE _____

MAP SHOWING EXISTING SETTER EASEMENTS TO BE VACATED FOR CSO 028E CITY OF FREDERICK, VIRGINIA

DEPARTMENT OF PUBLIC UTILITIES FREDERICK, VIRGINIA

EDMUND ENGINEERS, SURVEYORS & CONSTRUCTION MANAGERS 114 WEST MAIN STREET, SUITE 202 FREDERICK, VIRGINIA 22701 PH: 540-546-0000

DATE: 8/27/2019

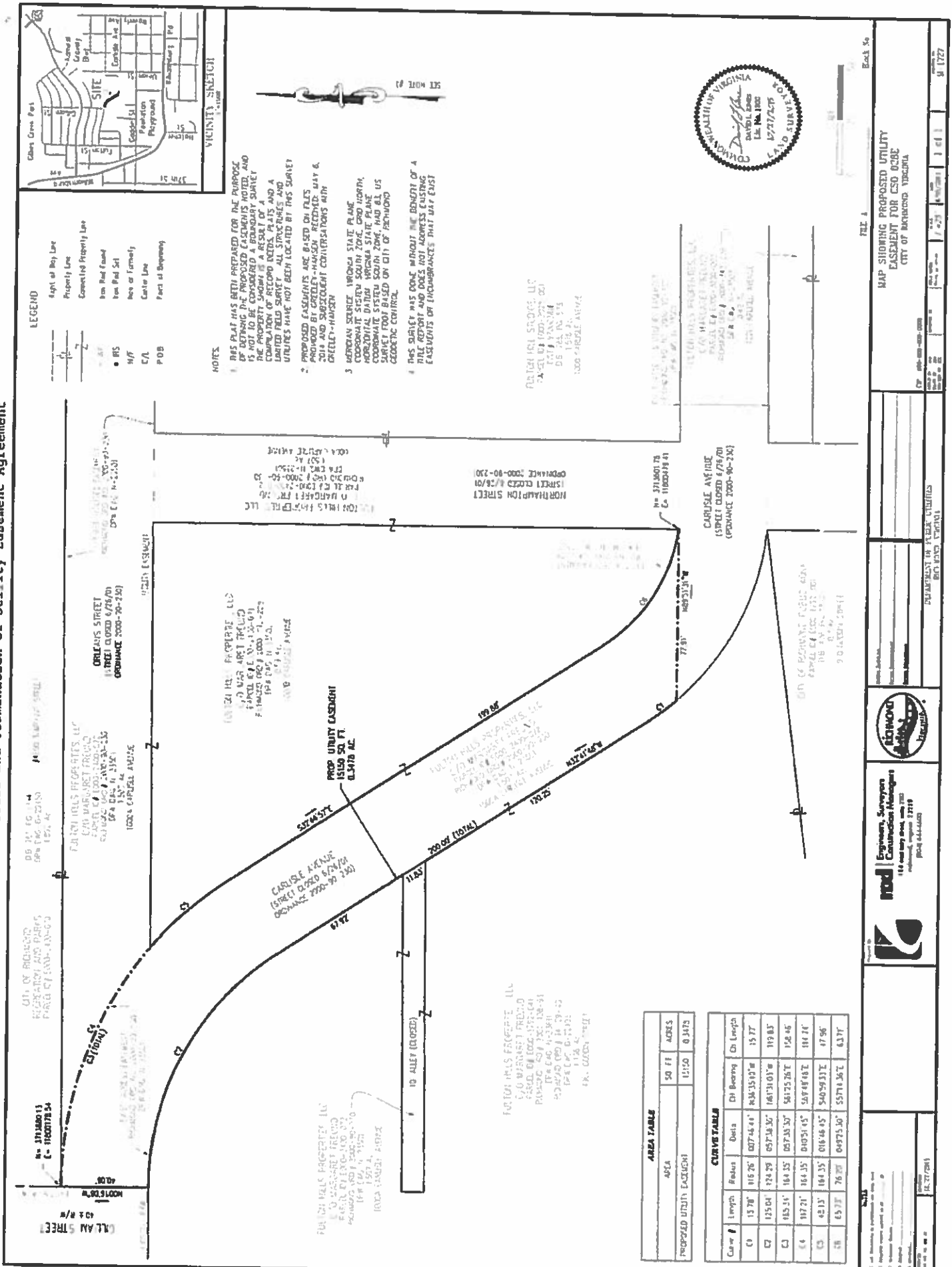
SCALE: AS SHOWN

1 of 1

U-1725

SURVEYED BY _____ DESIGNED BY _____

Attachment B to Deed of Release and Termination of Utility Easement Agreement



LEGEND

- Right of Way Line
- Priority Line
- Connected Property Line
- Iron Rod Found
- Iron Pin Set
- Iron or Formerly
- Center Line
- Point of Beginning

NOTES

- THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF DEFINING THE PROPOSED EASEMENT. THIS PLAN IS NOT TO BE CONSIDERED A BOUNDARY SURVEY. THE PROPERTY SHOWN IS A RESULT OF A COMPARISON OF RECORD DEEDS, PLATS AND A LIMITED FIELD SURVEY. ALL STRUCTURES AND UTILITIES HAVE NOT BEEN LOCATED BY THIS SURVEY.
- PROPOSED EASEMENTS ARE BASED ON FILES PROVIDED BY GREELY-HANSON, RECEIVED: MAY 6, 2010 AND SUBSEQUENT CONVERSATIONS WITH GREELY-HANSON.
- MODERN SURVEY, VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, EPOCH NORTH, HORIZONTAL DATUM VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, HAD ALL US SURVEY FOOT BASED ON CITY OF RICHMOND GEODETIC CONTROL.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT ADDRESS EXISTING EASEMENTS OR ENCUMBRANCES THAT MAY EXIST.

AREA TABLE

AREA	SQ FT	ACRES
PROPOSED UTILITY EASEMENT	15150	0.3473

CURVE TABLE

Curve #	Length	Radius	Delta	Ch Bearing	Ch Length
C1	13.78'	116.26'	027°44.41'	N43°35'10"W	15.17'
C2	125.04'	524.29'	057°38.36'	S61°31'03"W	119.83'
C3	185.15'	164.35'	057°38.36'	S61°31'03"W	128.46'
C4	117.21'	164.35'	010°51'45"	S67°48'18"E	114.24'
C5	42.13'	164.35'	016°48'45"	S40°59'33"E	47.96'
C6	65.77'	76.20'	049°25.30'	S57°10'36"E	63.77'

DEPARTMENT OF PUBLIC UTILITIES
RECEIVED
 6/28/09 10:52 AM

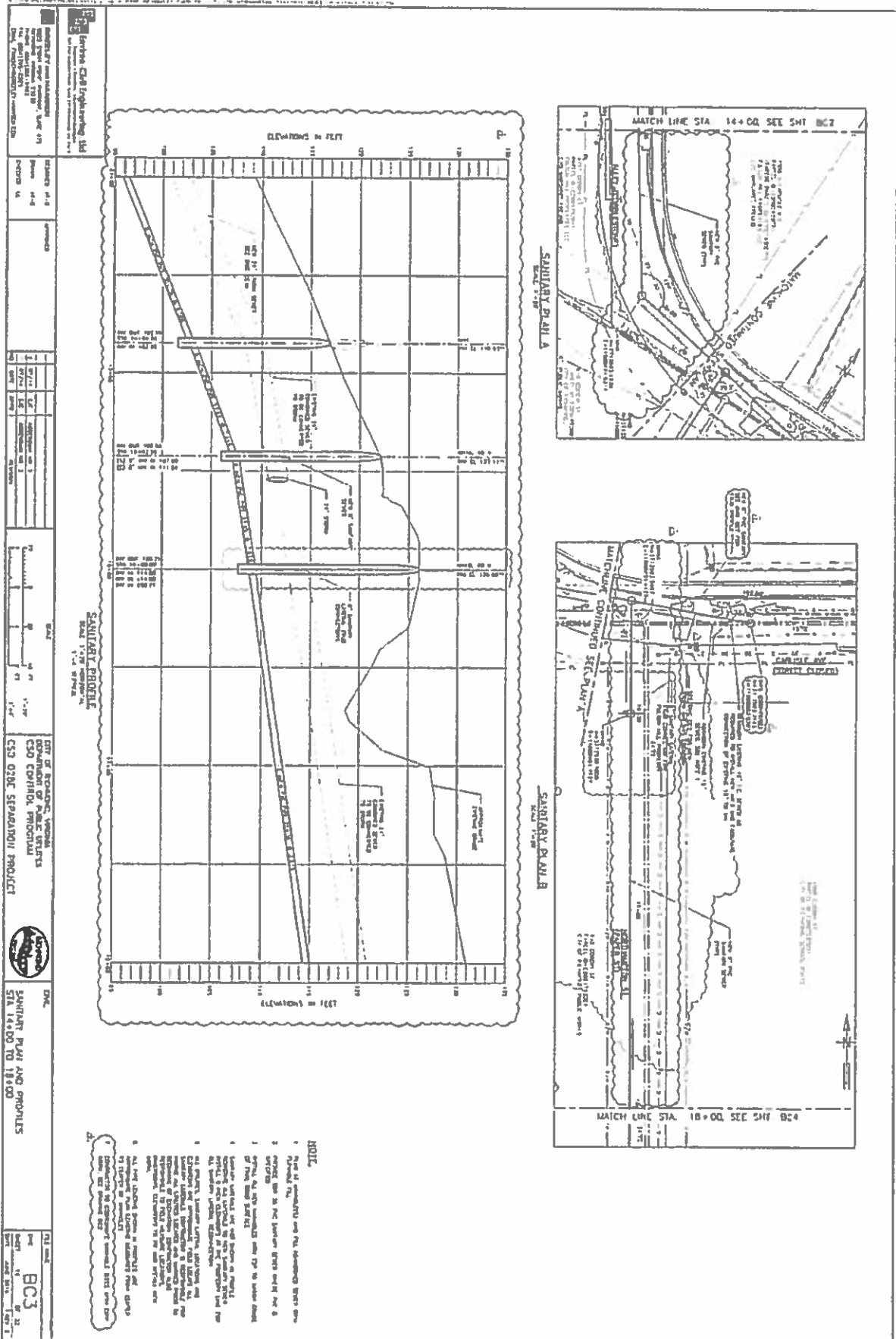
Engineers, Surveyors
Construction Managers
 114 West Cary Street, Suite 300
 Richmond, Virginia 23219
 phone 644-6200

RECORDED
 6/27/2009

MAP SHOWING PROPOSED UTILITY EASEMENT FOR ESD 008E
 CITY OF RICHMOND, VIRGINIA

Book 56
 Page 1727

DATE: 6/27/09
 TIME: 10:52 AM
 BY: [Signature]
 TITLE: [Title]



Sanitary Profile
 ELEVATIONS IN FEET
 STATIONING
 14+00 14+20 14+40 14+60 14+80 15+00 15+20 15+40 15+60 15+80 16+00 16+20 16+40 16+60 16+80 17+00 17+20 17+40 17+60 17+80 18+00

Sanitary Plan A
 MATCH LINE STA 14+00 SEE SHT BC2

Sanitary Plan B
 MATCH LINE STA 18+00 SEE SHT BC4

Notes:

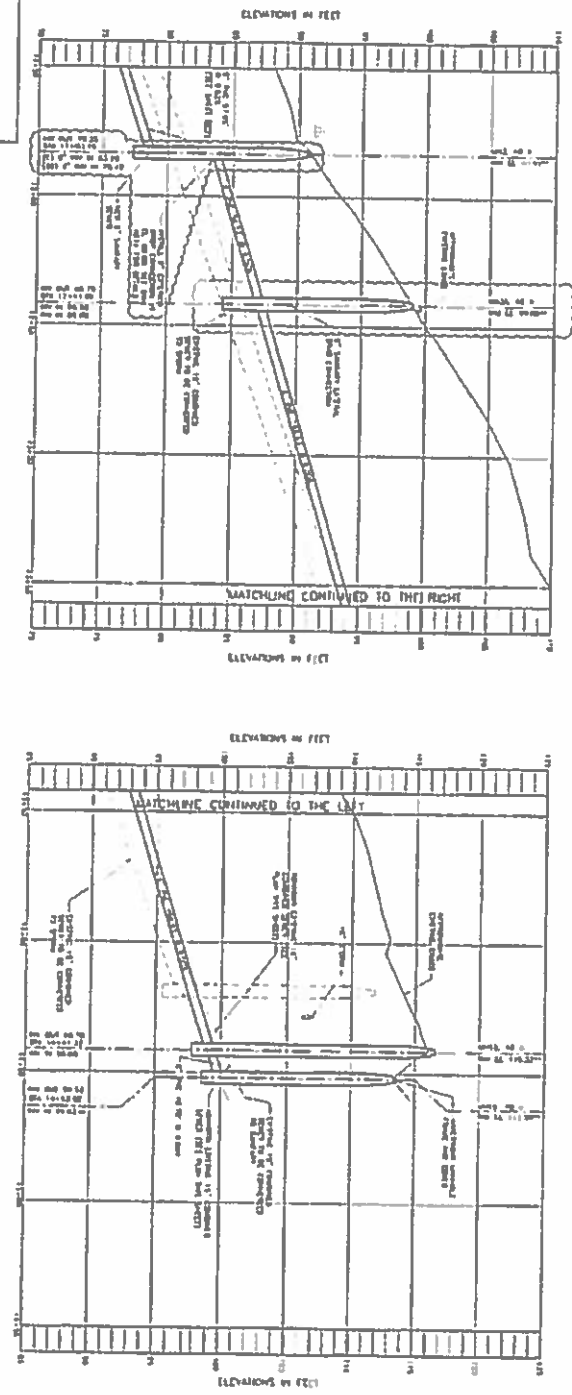
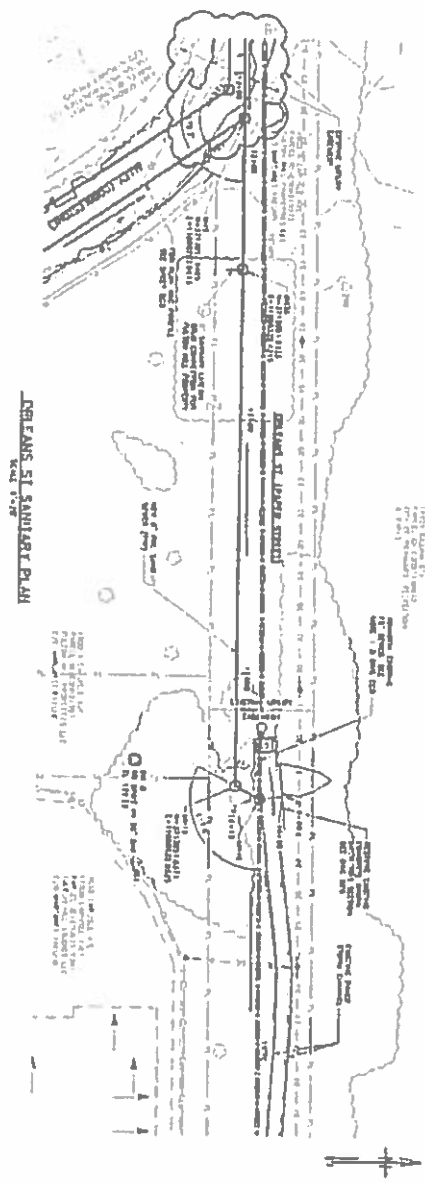
1. Profile is constructed on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
2. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
3. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
4. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
5. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
6. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
7. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
8. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
9. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.
10. Profile is shown on the following data:
 - a. Existing ground elevations and structures.
 - b. Proposed sewer line elevations and structures.
 - c. Proposed sewer line slope of 1%.
 - d. Proposed sewer line diameter of 12 inches.
 - e. Proposed sewer line depth of 12 inches.

Sanitary Profile and Plans
 STA 14+00 TO 18+00

Scale:
 1" = 10'

Project:
 SANITARY PLAN AND PROFILES
 STA 14+00 TO 18+00

Sheet:
 BC3
 OF 3



Contractor: J. J. & J. J. Engineering, Inc.
Project: AREANS ST SANITARY PROJECT
Sheet: BCS5
Date: 11/11/10

Scale: 1" = 10'

Notes:

1. ALL ELEVATIONS ARE TO MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL STRUCTURES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.P.E. SPECIFICATIONS.
4. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 18" COVER UNLESS OTHERWISE NOTED.
5. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 12" WALL THICKNESS UNLESS OTHERWISE NOTED.
6. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 12" WALL THICKNESS UNLESS OTHERWISE NOTED.
7. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 12" WALL THICKNESS UNLESS OTHERWISE NOTED.
8. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 12" WALL THICKNESS UNLESS OTHERWISE NOTED.
9. ALL STRUCTURES ARE TO BE CONSTRUCTED WITH A MINIMUM OF 12" WALL THICKNESS UNLESS OTHERWISE NOTED.
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