

INTRODUCED: December 14, 2020

AN ORDINANCE No. 2020-259

To declare a public necessity for and to authorize the acquisition from Westmoreland Place Association of an easement of right-of-way over, upon, across, and through the streets located in the Westmoreland Place subdivision and known as Westmoreland Place, Virginia Avenue, Bolling Avenue, Powhatan Avenue, Rolfe Road, a portion of Pocahontas Avenue, and a portion of Charmian Road for public right-of-way purposes, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Agreement between the City and Westmoreland Place Association in connection therewith.

\_\_\_\_\_  
Patron – Mr. Addison  
\_\_\_\_\_

Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JAN 11 2021 AT 6 P.M.

§ 1. That a public necessity exists for the acquisition from Westmoreland Place Association of an easement of right-of-way over, upon, across, and through the streets located in the Westmoreland Place subdivision and known as Westmoreland Place, Virginia Avenue, Bolling Avenue, Powhatan Avenue, Rolfe Road, a portion of Pocahontas Avenue, and a portion of Charmian Road for public right-of-way purposes.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire from Westmoreland Place Association the property

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

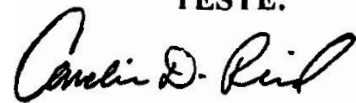
ADOPTED:    JAN 25 2021    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

interest described in section 1 of this ordinance, and, in connection therewith, to execute an Agreement between the City and Westmoreland Place Association and a Deed of Dedication between Westmoreland Place Association, as grantor, and the City, as grantee, provided that such agreement and such deed must be substantially in the form of the documents attached to this ordinance and must first be approved as to form by the City Attorney or the designee thereof.

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

**A TRUE COPY:**

**TESTE:**

A handwritten signature in black ink, appearing to read "Amelia D. Reil". The signature is written in a cursive style with a large initial 'A'.

**City Clerk**



# Richmond City Council

The Voice of the People

Richmond, Virginia

## Office of the Council Chief of Staff

### Ordinance/Resolution Request

**TO** Haskell C. Brown, III, Interim Richmond City Attorney  
Richmond Office of the City Attorney

**THROUGH** Lawrence R. Anderson  
Council Chief of Staff

**RECEIVED**  
By Barbara Fore at 9:51 am, Dec 01, 2020

**FROM** William E. Echelberger, Jr, Council Budget Analyst

**COPY** Andreas D. Addison, 1<sup>st</sup> District Representative  
Tabrica C. Rentz, Interim Deputy City Attorney  
Daniel Wagner, 1<sup>st</sup> District Liaison on  
Meghan K. Brown, Deputy Council Chief of Staff

**DATE** December 1, 2020

**PAGE/s** 1 of 2

**TITLE** Westmoreland Place - Deed of Dedication

This is a request for the drafting of an **Ordinance**  **Resolution**

**REQUESTING COUNCILMEMBER/PATRON**

Andreas D. Addison, 1<sup>st</sup> District  
Representative

**SUGGESTED STANDING COMMITTEE**

Land Use, Housing, and Transportation

**ORDINANCE/RESOLUTION SUMMARY**

- The Patron requests an ordinance to authorize the Chief Administrative Officer to enter into an agreement between the City of Richmond, and the Westmoreland Place Association for a Deed of Dedication pursuant to which the Association shall convey to the City an easement of right-of-way for public travel and use over, upon, across and through the streets located within the boundaries of the Westmoreland Place subdivision, subject to certain conditions.
- A copy of the draft agreement is attached.

**BACKGROUND**

**Summary:**

- The streets in Westmoreland Place, which was then located in the County of Henrico, were transferred by the original developer of Westmoreland Place to the Westmoreland Place Association.
- In 1977 the Association granted an easement to the City over and across the streets to the City for the purpose of resurfacing and periodic repairs and maintenance.
- The streets in Westmoreland Place have been maintained by the City of Richmond.

- Because the streets were originally conveyed to the Association rather than the City (or Henrico County, its predecessor before Westmoreland Place was annexed by the City), uncertainty exists as to whether the streets are currently included within the City's public street system.
- Execution of the proposed Deed of Dedication shall be subject to several conditions:
  1. Payment of \$10 by the City of Richmond to the Association.
  2. Repaving and repair of the streets at the expense of the Association,
  3. Preparation of a plat of survey of the streets at the expense of the Association.
  4. Additional details of the proposed agreement, are set out in the attached draft.
- The patron believes that it is in the best interest of the City to clarify that the streets in Westmoreland Place are part of the City's public street system.

**FISCAL IMPACT STATEMENT**

Fiscal Impact	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Budget Amendment Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Estimated Cost or Revenue Impact		
<p>The \$10 payment for the Deed of Dedication can be paid from the existing budget of the Department of Public Works. All other expenses for repair and survey prior to execution of the agreement will be borne by the Westmoreland Place Association.</p>		

Attachment/s      Yes     No



## Business License Taxes

Business Licenses	(Based on)	Assessment Ratio	Nominal Tax Rate (Per \$100 of Assessed Value)	Effective Tax Rate (Per \$100 of Assessed Value)
Retail Merchant	Gross Receipts	100%	0.19 \$	0.19 \$
Business and Personal Services	Gross Receipts	100%	0.20 \$	0.20 \$
Wholesale (Capped at \$20,000 max)	Gross Receipts	100%	0.10 \$	0.10 \$
Professional Services	Gross Receipts	100%	0.20 \$	0.20 \$
Financial Services (Capped at \$90,000 max.)	Gross Receipts	100%	0.20 \$	0.20 \$
Contractors	Gross Receipts	100%	0.14 \$	0.14 \$
Real Estate Services	Gross Receipts	100%	0.20 \$	0.20 \$
Commission Merchants	Gross Receipts	100%	0.20 \$	0.20 \$
Repair Services	Gross Receipts	100%	0.20 \$	0.20 \$
Software Development	Exempt	100%	0.00 \$	0.00 \$
Biotechnology, R&D, Information Services	Gross Receipts	100%	0.10 \$	0.10 \$
Research & Development (Federal Contractors)	Gross Receipts	100%	0.03 \$	0.03 \$
Computer service	Gross Receipts	100%	0.03 \$	0.03 \$

### Source:

Chesterfield County Economic Development  
 9401 Courthouse Road, Suite B  
 Chesterfield, VA 23832

Web URL: [ChesterfieldBusiness.com](http://ChesterfieldBusiness.com)

## AGREEMENT

This Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Westmoreland Place Association**, a Virginia nonstock, non-profit corporation (hereinafter the "Association"); and the **City of Richmond**, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter the "City").

### RECITALS

**WHEREAS**, the Westmoreland Place subdivision ("Westmoreland Place") is located in the City of Richmond, Virginia, and is bordered generally on the north by Cary Street Road, on the east by Old Locke Lane, on the south by the Lockgreen neighborhood and on the west by the Hillcrest neighborhood and certain other property;

**WHEREAS**, the existing, paved streets in Westmoreland Place consist of Westmoreland Place, Virginia Avenue, Bolling Avenue, Powhatan Avenue, Rolfe Road, a portion of Pocahontas Avenue and a portion of Charmian Road (collectively, the "Streets");

**WHEREAS**, the Streets and the Adjacent Common Areas (as hereinafter defined) were transferred by the original developer of Westmoreland Place to the Association;

**WHEREAS**, pursuant to a Deed of Easement dated September 26, 1977, recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia (the "Recording Office") at Deed Book 729, Pages 276-281, the Association granted, and the City accepted, an easement over and across the Streets and over an additional two (2) feet outside of the curbs of the Streets (the "Prior Easement") for the purpose of resurfacing and periodic repairs and maintenance from time to time of the Streets;

**WHEREAS**, because (a) the Streets have always been and remain open to the public, (b) the City owns and maintains public utilities within the Streets serving homes in Westmoreland

Place, (c) the City holds an easement across the Streets to resurface and maintain the Streets and (d) the City has erected and maintains street signs and traffic control signs along the Streets, all notwithstanding the fact that the Streets and adjacent rights of way were originally conveyed to the Association rather than the City (or Henrico County, its predecessor before Westmoreland Place was annexed by the City), considerable uncertainty exists as to whether the Streets are currently included within the City's public street system; and

**WHEREAS**, in order to resolve such uncertainty, the City has agreed to accept a dedication of an easement for public street purposes over the Streets if the Association first repairs and re-paves the Streets at the Association's cost and causes a current plat of survey of the Streets to be prepared for the conveyance of such easement, all upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,**

**WITNESSETH**

That, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the City hereby agree as follows:

1. Deed of Dedication. Upon satisfaction of the conditions precedent set forth in Paragraph 2 below (the "Conditions Precedent") and subject to the other terms and conditions of this Agreement, each of the City and the Association shall execute and deliver a Deed of Dedication in the form of the instrument attached hereto as Exhibit A (the "Deed of Dedication"), pursuant to which the Association shall convey to the City an easement of right-of-way for public travel and use over, upon, across and through the Streets and the City shall accept such easement over the Streets, subject to the terms and conditions of the Deed of Dedication. The boundaries of

the Streets shown on the Survey (as defined below) shall be described in the Deed of Dedication as the boundaries of the Streets, and the Survey shall be attached to and recorded with the Deed of Dedication. Promptly after the Deed of Dedication is executed by both parties, the City or the Association may record the same in the Recording Office. Acceptance of the Deed of Dedication by the City, as evidenced by its execution thereof and by the recordation of the Deed of Dedication in the Recording Office, shall constitute an acknowledgement by the City that the Conditions Precedent have been satisfied and/or waived in full.

2. Conditions Precedent. The obligation of the Association to execute and deliver the Deed of Dedication and the obligation of the City to accept the Deed of Dedication shall be subject to the satisfaction of the following conditions, unless waived by the City and the Association:

(a) Re-Paving. The Association at its cost shall cause the Streets as they currently exist to be repaired and repaved in accordance with the applicable standards set forth in Exhibit B attached hereto (the "Re-Paving") by a contractor retained by the Association (the "Contractor"). During the Re-Paving and subsequent to completion of the Re-Paving, a paving inspector of the City (the "Paving Inspector") shall have the right to evaluate, test, and inspect the Streets to determine if the Re-Paving complies with the applicable standards set forth on Exhibit B.

(b) Survey. The Association at its cost shall cause a plat of survey of the Streets (the "Survey") to be prepared by a certified land surveyor (the "Surveyor"), which Survey shall indicate by metes and bounds the boundary lines of the Streets as the outer edge of the curbs or, in the case of Bolling Street, the widest part of the paved area. The Survey may be a boundary line plat of survey only and shall not be required to be an as-built plat of survey showing the paving and other improvements within the Streets, other than the curbs to the extent necessary to indicate the boundary lines of the Streets. The survey shall also indicate the boundaries of the drop inlets for



the existing storm water sewer system located adjacent to or within the Streets. In all other respects, the Survey shall comply with the applicable standards set forth in Exhibit B attached hereto.

(c) Notice to Proceed. Upon completion of the Re-Paving and delivery of the Survey to the City, and determination by the City, in its reasonable discretion, that the Re-Paving and the Survey meet the requirements of this Agreement, the Association shall notify the City that the Association desires to move forward with dedicating the Streets to the City in accordance with this Agreement.

3. Prior Easement. Neither this Agreement nor the Deed of Dedication shall impair the rights of the City or the Association under the Prior Easement, which shall continue in full force and effect in accordance with its terms and which shall be confirmed by the Deed of Dedication.

4. Association's Representations and Warranties. As an inducement to the City to consummate the transaction contemplated by this Agreement, the Association represents and warrants to the City that now, and as of the acceptance of the Deed of Dedication, each of the following are true:

(a) The Association has the power and authority to enter into this Agreement and cause the Streets to be dedicated in accordance with the terms and conditions hereof, including, but not limited to, the right to convey an easement of right of way in the Streets as set forth in the Deed of Dedication. All requisite corporate actions necessary to authorize the Association to enter into this Agreement and to perform its obligations have been taken.

(b) As of the acceptance of the Deed of Dedication, there will be no adverse or other parties in possession of the Streets or any part thereof.

(c) The Association, to the best of its knowledge, is not a party to any litigation and is unaware of any pending or threatened litigation which arises from or affects the Streets.

(d) To the best of the Association's knowledge, there are no service or maintenance contracts that will affect the Streets subsequent to the acceptance of the dedication.

(e) Except as otherwise noted herein, the Association, to the best of its knowledge, is not aware of, nor has been notified of any current environmental violations of federal, local, or state environmental laws or regulations for the Streets.

5. Indemnification. Release and Adjacent Common Areas.

(a) The Association shall indemnify and hold harmless the City, its agents, franchisees, employees, officers, and contractors from any damage or loss to any person or property resulting from or related to the City's exercise of its right of access to the Streets to evaluate, test and inspect the Streets during and upon completion of the Re-Paving as contemplated by this Agreement, and the Association hereby releases the City from the same.

(b) The Association shall indemnify and hold harmless the City from (1) any liability, real or alleged, related to any failure of the Association to act according to its corporate rules and regulations including, but not limited to, any articles of incorporation, bylaws, and rules of procedure, and (2) for all costs, losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding relating to a breach by the Associations of any of its representations and warranties set forth in Section 4 above.

(c) If a court of competent jurisdiction determines that the Deed of Dedication was not effective to convey an easement over the Streets to the City as provided therein and as a result the City relinquishes its interest in the Streets back to the Association, the Association shall reimburse

the City for all costs the City theretofore incurred in repaving or maintaining the Streets after the same were dedicated to the City.

(d) Inasmuch as the Association shall continue to own the portions of the original rights of way conveyed to the Association which lie between the outside edge of the curbs of the Streets and the property lines of the lots in Westmoreland Place fronting on the Streets (collectively, the “Adjacent Common Areas”), the Association, as the owner of the Adjacent Common Areas:

(i) shall be responsible for trimming, or causing lot owners or others to trim, trees and other landscaping within the Adjacent Common Areas so as to maintain a clear and safe travel width along and above the Streets and as required for paving, re-paving and maintenance of the Streets;

(ii) hereby releases the City from, and agrees not to assert claims against the City for, any liability resulting from damage caused by the City or its agents, employees, officers, and contractors to mailboxes, walls and other private improvements located from time to time within the Adjacent Common Areas on account of work performed to repave, repair or maintain the Streets (other than any such damage caused by gross negligence or willful misconduct);

(iii) shall confirm and grant in the Deed of Dedication a perpetual right and easement to the City to maintain its existing street signs and traffic control signs in Westmoreland Place and to erect, maintain and replace additional street signs and traffic control signs within or adjacent to the outside bounds of the Prior Easement; and

(iv) hereby releases the City from, and agrees not to assert claims against the City for, any liability for damages resulting from storm water collecting on the Streets and spilling over the curbs, which curbs in certain areas the parties acknowledge may be less than the standard height for curbs on the City’s other streets.

This section shall survive expiration and termination of this Agreement, and shall remain in full force in effect subsequent to the acceptance of the Deed of Dedication.

6. Termination of Agreement. If the Conditions Precedent have not been satisfied or waived within the period (the "Termination Period") beginning on the date of this Agreement and ending on the second anniversary thereof, either party hereto may terminate this Agreement by so notifying the other party; provided, however, that the Association may, at its option extend the Termination Period by notice to the City for up to an additional two (2) years. If this Agreement is terminated, the status of the Streets, the use thereof by the public and by residents of Westmoreland Place and the responsibility to repair and maintain the Streets, all as existed prior to the execution of this Agreement, shall continue unchanged, and the fact that this Agreement was executed in an effort to resolve the foregoing shall not affect the pre-existing rights and obligations of the parties with respect to the Streets or preclude the Association from electing to repave the streets at its own cost or from asserting that the City is responsible for the same.

7. Subject to Appropriations. All payments and other performances by the City under this Agreement or to undertake maintenance of the Streets after they are accepted into the City's public street system are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that the City will be bound therefor only to the extent of the funds available or which may hereafter become available for such purposes.

8. Notices. All notices required hereunder shall be in writing and shall be deemed given when hand delivered, or sent by certified or registered mail, return receipt requested, or by email, to the parties at their addresses, as set forth below, or at such other addresses as the parties may designate in writing to the other.

If to the City: Chief Administrative Officer  
900 East Broad Street, Room 200  
Richmond, Virginia 23219

With a copy to: City Attorney  
900 East Broad Street, Suite 400  
Richmond, Virginia 23219

If to the Association: Westmoreland Place Association

Richmond, VA 23226  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

9. Entire Agreement. This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

10. Binding Effect: Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, whether expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Paragraph Headings. The Paragraph headings contained in this Agreement are inserted for convenience of reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

13. Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to its conflicts of laws rules.

14. Further Assurances. The Association and the City agree to execute any and all additional documents and to take such further action as may be necessary to confirm and carry out the intent of this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Association and the City have affixed their respective signatures to this Agreement.

**SIGNATURES ON THE FOLLOWING PAGE**

**WESTMORELAND PLACE ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF RICHMOND**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Prepared and Approved as to Form:

  
\_\_\_\_\_  
*Assistant City Attorney*

12/08/20  
\_\_\_\_\_  
*Date*

## EXHIBIT A

This Document Prepared By:  
Richmond City Attorney's Office  
900 East Broad Street, Room 300  
Richmond, Virginia 23219  
Tax Parcel No.

### DEED OF DEDICATION

This Deed of Dedication (this "Deed") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Westmoreland Place Association**, a Virginia nonstock, non-profit corporation (hereinafter the "Grantor"); and the **City of Richmond**, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter the "Grantee").

### EXEMPTION FROM TAXES

This conveyance is exempt pursuant to section 58.1-811(A)(3) of the Code of Virginia (1950), as amended (the "Virginia Code"), from recordation taxes payable under Section 58.1-801 of the Virginia Code. In addition, this is a deed of gift for which no consideration has passed between the parties and is exempt pursuant to Section 58.1-811(D) of the Virginia Code from recordation taxes payable under Section 58.1-802 of the Virginia Code.

### RECITALS

**WHEREAS**, the Westmoreland Place subdivision ("Westmoreland Place") is located in the City of Richmond, Virginia, and is bordered generally on the north by Cary Street Road, on the east by Old Locke Lane, on the south by the Lockgreen neighborhood and on the west by the Hillcrest neighborhood and certain other property;

**WHEREAS**, the streets in Westmoreland Place consist of Westmoreland Place, Virginia Avenue, Bolling Avenue, Powhatan Avenue, Rolfe Road, a portion of Pocahontas Avenue and a portion of Charmian Road, all as more particularly described on the plat of survey dated



\_\_\_\_\_, prepared by \_\_\_\_\_, entitled \_\_\_\_\_, a copy of which is attached hereto and recorded herewith (collectively, as so described on such plat of survey, the “Streets”); and

**WHEREAS**, the Association desires to dedicate to the City an easement to use the Streets as public streets, and the City has agreed to accept such easement, and to confirm certain other rights of the City related to the Streets, all upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,**

**WITNESSETH**

That, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby:

(a) confirm, give, grant, dedicate, and convey to the Grantee an easement of right-of-way over, upon, across and through the Streets and does hereby agree that the Streets shall hereafter be (or continue to be) open to public travel and use;

(b) confirm, give, grant, dedicate, and convey to the Grantee an easement to own, maintain, repair, replace and operate the existing storm water sewer system within or adjacent to the Streets, including the storm water drop inlets identified on the plat of survey attached hereto;

(c) reaffirms the easement for resurfacing, repairing and maintaining the Streets granted by the Association to the City pursuant to the Deed of Easement dated September 26, 1977, recorded in the Clerk’s Office of the Circuit Court of the City of Richmond, Virginia at Deed Book 729, Pages 276-281 (the “Prior Easement”), which Prior Easement extends two (2) feet on either side of the Streets and shall continue in full force and effect; and

(d) confirm, give, grant, dedicate, and convey to the Grantee a perpetual right and easement to maintain its existing street signs and traffic control signs in Westmoreland Place and to erect, maintain and replace additional street signs and traffic control signs within or adjacent to the outside bounds of the Prior Easement.

The Grantor covenants that it has the right to convey the property herein to the Grantee; that Grantor has done no act to encumber said land; that the Grantee shall have quiet possession of the land, free from all encumbrances, and that Grantor will execute such further assurances of the land as may be requisite.

The foregoing confirmation, gift, grant, dedication, conveyance and covenants are made subject to easements, conditions, restrictions and other matters of record to the extent applicable to the Streets and to the portions of the original rights of way conveyed to the Grantor which lie between the Streets and the property lines of the lots in Westmoreland Place fronting on the Streets.

IN WITNESS WHEREOF, the duly authorized representatives of the Grantor and the Grantee have affixed their respective signatures to this Deed.

**SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE**

**WESTMORELAND PLACE ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing Deed of Dedication was acknowledged before me, the undersigned notary, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President of Westmoreland Place Association, a Virginia nonstock, non-profit corporation, on its behalf.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_.

My Notary Registration No. is: \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

The foregoing Deed of Dedication is hereby accepted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to Ordinance No. 2020-\_\_\_\_-\_\_\_\_, adopted \_\_\_\_\_, 20\_\_.


**CITY OF RICHMOND**

By:

\_\_\_\_\_

\_\_\_\_\_  
*Acting Chief Administrative Officer*

Prepared and Approved as to Form:

 12/08/20  
\_\_\_\_\_  
*Assistant City Attorney* *Date*

GRANTEE ADDRESS:  
City of Richmond  
900 East Broad Street, Room 300  
Richmond, Virginia 23219

## EXHIBIT B

### A. Standards for Re-Paving Streets

1. Perform cores on each street with a minimum of three to six cores per street. The Paving Inspector will be present and will record core thickness.
2. Replace damaged curbs, including but not limited to the following:

• Powhatan Ave.	177 lineal feet (lf.)
• Virginia Ave.	262 lf.
• Charmian Rd. & Bolling Ave.	42 lf.
• Charmian Rd.	147 lf.
• Westmoreland Pl.	289 lf.
• Rolfe Rd.	492 lf.
• Pocahontas Ave.	144 lf.
<hr/>	
Total curb replacement	1,553 lf.
3. Repair three (3) drop inlets, including specifically those located on Virginia Avenue and Charmian Road.
4. Mill all current pavement 1.5". Once the street has been milled, the Paving Inspector will quantify the required Type II patching (to include the removal of additional 4 inches of material and install 4 inches of IM-19 asphalt in two 2 inch lifts) and be present while patch work is performed.
5. At the completion of milling and pavement patching, all utility castings (manhole lids, etc.) will be adjusted, in accordance with all applicable City standards, to proper grade +/- 1/4" (one-quarter inch) of final pavement grade. Work to be inspected by the Paving Inspector.
6. Install overlay with 1.5" (one and one half inch) SM-12.5A or D (approximately 17,200 SY), plus Bolling Road (approximately 676 SY). The Paving Inspector will be present during placement of asphalt.

### B. Standards for the Survey

1. Except as otherwise expressly set forth in this Agreement and with allowances for variations due to the unique circumstances of dedicating a curb-to-curb easement over existing streets in an established residential neighborhood, the Survey shall be prepared to DPOR and City standards, including setting forth NAD 83 horizontal datum and NAD 83 coordinates on various right-of-way corners throughout the project, and shall show monumentation installed in accordance item B(2) below.
2. Installation of survey monumentation on all right-of-way corners as required, or remote monumentation approved by the City at locations within the Adjacent Common Areas or existing public rights of way.

3. Existing recorded easements affecting the Streets must be shown on the Survey.
4. The Survey shall show existing drop inlets for the storm sewer.
5. The Survey shall (i) show the boundary lines of the intended original street rights of way on the applicable recorded subdivision plat for Westmoreland Place, (ii) mathematically define the location of the Streets in relation to the Adjacent Common Areas, and (iii) show the square footage of the Adjacent Common Areas and label such areas as owned by the Association.