

INTRODUCED: September 26, 2016

AN ORDINANCE No. 2016-250

To declare a public necessity for and to authorize the acquisition of certain fee simple interests and easements in parcels of real property owned by South Canal, LLC at 1 Hull Street, 115 Hull Street, and 2 Decatur Street for the purposes of right-of-way, clearing title to City-owned real estate, providing access to and a buffer for the City's flood wall, and providing stormwater utility facilities.

\_\_\_\_\_  
Patron – Mayor Jones

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

PUBLIC HEARING: OCT 10 2016 AT 6 P.M.

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition from South Canal, LLC of (i) the property known as 115 Hull Street and identified as Tax Parcel No. S000-0052/009 in the 2016 records of the City Assessor for right-of-way purposes, (ii) any interest not already owned by the City in the properties known as 2 Decatur Street and 1 Hull Street and identified as Tax Parcel Nos. S000-0101/010 and S000-0052/006, respectively, in the 2016 records of the City Assessor for the purpose of clearing title to this City-owned real estate, and (iii) easements across the properties known as 1 Hull Street and 111 Hull Street and identified as Tax Parcel Nos. S000-0052/006 and S000-0052/017, respectively, in the

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

ADOPTED:        NOV 14 2016        REJECTED:        \_\_\_\_\_        STRICKEN:        \_\_\_\_\_

2016 records of the City Assessor, as more particularly described in documents entitled “Exhibit C to Development Agreement” and “Exhibit G to Development Agreement,” copies of both of which are attached to and incorporated into this ordinance, for the purposes of providing access to and a buffer for the City’s flood wall and providing stormwater utility facilities;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition from South Canal, LLC of (i) the property known as 115 Hull Street and identified as Tax Parcel No. S000-0052/009 in the 2016 records of the City Assessor for right-of-way purposes, (ii) any interest not already owned by the City in the properties known as 2 Decatur Street and 1 Hull Street and identified as Tax Parcel Nos. S000-0101/010 and S000-0052/006, respectively, in the 2016 records of the City Assessor for the purpose of clearing title to this City-owned real estate, and (iii) easements across the properties known as 1 Hull Street and 111 Hull Street and identified as Tax Parcel Nos. S000-0052/006 and S000-0052/017, respectively, in the 2016 records of the City Assessor, as more particularly described in documents entitled “Exhibit C to Development Agreement” and “Exhibit G to Development Agreement,” copies of both of which are attached to and incorporated into this ordinance, for the purposes of providing access to and a buffer for the City’s flood wall and providing stormwater utility facilities.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire from South Canal, LLC the property interests described in section 1 of this ordinance and to execute and accept the deeds necessary to complete the acquisition of such property interests, provided that all such deeds 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.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

SEP 9 2016
4-5659
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: September 9, 2016
TO: The Honorable Members of City Council
THROUGH: Dwight C. Jones, Mayor (By Request)
THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer
THROUGH: John Buturla, Interim Deputy Chief Administrative Officer, Operations
FROM: Lee Downey, Deputy Chief Administrative Officer, Planning & Economic Development
RE: DEVELOPMENT AND COOPERATION AGREEMENT BETWEEN THE CITY AND SOUTH CANAL, LLC

EDITION: 1
RECEIVED

SEP 15 2016

OFFICE OF CITY ATTORNEY

ORD. OR RES No. \_\_\_\_\_

PURPOSE: To adopt all ordinances necessary to effectuate and for the CAO to execute on behalf of the City (1) that certain Cooperation and Development Agreement between the City and South Canal attached hereto (the "Development Agreement") and (2) the various agreements and property transfers contemplated therein and attached thereto as exhibits, which include:

- I. The Escrow Agreement attached as Exhibit I, which will provide for holding the Transaction Documents (i.e., the following documents) in escrow until such time that they may be released pursuant to the terms of the Development Agreement.
a. City to South Canal:
i. The Right of Entry Agreement attached as Exhibit H, which grants South Canal a right-of-entry onto city-owned property for the purposes of performing South Canal's obligations under the Development Agreement.
ii. The "City Land Deed" attached as Exhibit F, by which deed the City conveys to South Canal a portion of a city-owned parcel (Tax Parcel No. S0000052006), such portion being labeled the City Land Parcel on the Survey (Survey attached to the Development Agreement as Exhibit A).
b. South Canal to City:
i. The "Driveway Deed" attached as Exhibit D, by which deed South Canal conveys to the City fee simple interest to that certain parcel of land labeled the Driveway Parcel on the Survey.
ii. The "Canal Parcel and Flood Wall Parcel Quitclaim Deed" attached as Exhibit E, by which deed South Canal conveys to the City any interest it has, if any, to certain city-owned property described in such deed.

- iii. The "Flood Wall Easements" attached as Exhibit C, by which easements South Canal grants to the City (1) access to the flood wall and (2) a 15 foot no-build buffer from the southern face of the flood wall.
- iv. The "Storm Water Easement" attached as Exhibit G, by which easement South Canal grants to the City those right necessary to operate the current utility Facilities under the City Land Parcel (becomes necessary once the City Land Parcel is conveyed to South Canal).

**REASON:** The Development Agreement will (1) clear up property and title disputes between the City and South Canal, LLC, (2) provide for the replacement of an out-of-date bridge over the canal at no cost to the City, and (3) allow for South Canal to develop its property, furthering the investment in the Manchester area and increasing tax revenues for the City.

**RECOMMENDATIONS:** Recommend adoption of the ordinances necessary to effectuate the Development Agreement and the various agreements and transfers contemplated therein.

**BACKGROUND:** This project will provide the necessary land transfers and bridge reconstruction needed to provide developable land between the flood wall and the canal in the Manchester area of the City. The development agreement will clear up various issues related to land ownership and will provide for the construction of a new bridge to access the land and to access the flood wall for maintenance and repair.

The developer is also requesting a rezoning of the property and, combined with the development agreement will provide for significant future development of the parcel. The development will consist of a mixed use-development to provide residential opportunities and potential commercial development along with accompanying parking. The project will also cause the removal of the dilapidated structure currently on the property. Plans for the future development will go through the regular approval processes for the City.

Because of the complexity of the project, efforts have been underway for a few years to finalize this development agreement.

**FISCAL IMPACT/COST:** None anticipated.

**FISCAL IMPLICATIONS:** None anticipated.

**BUDGET AMENDMENT NECESSARY:** No amendment necessary at this time.

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** September 26, 2016

**CITY COUNCIL PUBLIC HEARING DATE:** October 10, 2016

**REQUESTED AGENDA:** Consent Agenda.

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:**

**AFFECTED AGENCIES:** Economic Development; Public Works; Planning and Community Development; Public Utilities; Assessor; Fire Department

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

**ATTACHMENTS:** Development and Cooperation Agreement

**STAFF:** Lee Downey, CAO Planning and Economic Development (804)-646-4848

**EXHIBIT C**  
to  
**Development Agreement**

***THIS INSTRUMENT IS EXEMPT FROM RECORDATION TAX  
PURSUANT TO THE PROVISIONS OF VA. CODE § 58.1-811.***

Consideration: \$           n/a          

**PREPARED BY AND RETURN TO:**

Richard W. Gregory, Esquire  
Atlas Law, PLLC  
7 East Second Street  
Richmond, Virginia 23224

Tax Parcel Nos.: S0000052017 and part of S0000052006

**CITY FLOOD WALL BUFFER AND ACCESS AGREEMENT AND DEED OF  
EASEMENTS**

This **CITY FLOOD WALL BUFFER AND ACCESS AGREEMENT AND DEED OF EASEMENTS** ("Deed") made this \_\_\_\_ of \_\_\_\_\_, 201\_\_, by and between **SOUTH CANAL, LLC**, a Virginia limited liability company ("Grantor"), and **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("Grantee") (each a "Party" and, collectively, the "Parties"), provides as follows:

**RECITALS**

A. Grantor is the owner of (1) that certain parcel of real property, together with the improvements thereon and the appurtenances thereunto belonging, designated as Tax Map Parcel Nos. S0000052017, which it acquired from Fountainhead Acquisitions, LLC, by deed, dated March 13, 2012, and recorded March 16, 2012, in the Clerk's Office, Circuit Court, City of Richmond, Virginia ("Clerk's Office"), as Instrument Number 12-5010, and (2) that certain parcel of real property acquired from the City of Richmond by deed, dated \_\_\_\_\_, recorded on \_\_\_\_\_ in the Clerk's Office as Instrument number \_\_\_\_\_, such property formerly being a portion of Tax Map Parcel No. S0000052006, which parcels shall be collectively referred to herein as the "Development Parcel" and more particularly described on **Exhibit "A"** attached hereto.

B. Grantee is the owner of (1) that certain parcel of real property, together with the improvements thereon and the appurtenances thereunto belonging, including but not limited to a flood wall (the "Flood Wall"), designated as Tax Map Parcel No. S0000052006 (the "Flood Wall Parcel") and (2) a portion of that certain parcel of real property, together with any and all improvements located thereon and the appurtenances thereunto belonging, designated as Tax Map Parcel No. S0000101010 (such portion being referred to herein as "Canal Parcel"). The Flood Wall Parcel and Canal Parcel shall be collectively referred to herein as the "City Parcels" as more particularly described on **Exhibit "B"** attached hereto.

C. The Development Parcel is shown as the Development Parcel and City Land Parcel on the survey ("Survey") entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, certified land surveyor, dated June 1, 2016, and attached hereto as Exhibit "C".

D. Grantor intends to develop the Development Parcel (the "Project").

E. Grantee desires to obtain from Grantor and Grantor desires to grant to Grantee an easement (the "Flood Wall Buffer Easement") providing a 15 foot minimum buffer area between the Flood Wall and the Project, which buffer area will provide for the Grantee's access to the Flood Wall for inspection, maintenance, and repairs thereto and is more particularly described on Exhibit D attached hereto ("Flood Wall Buffer Area"). For avoidance of doubt, notwithstanding the foregoing and anything to the contrary on Exhibit D and the Survey, the Flood Wall Buffer Area shall extend a minimum of 15 feet from the southern face of the Flood Wall at all points across the Development Parcel.

F. Grantee desires to obtain from Grantor and Grantor desires to grant to Grantee an easement providing Grantee access over and across the Flood Wall Access Area, as hereinafter defined (the "Flood Wall Access Easement"). (Collectively, the Flood Wall Buffer Easement and the Flood Wall Access Easement shall be referred to herein as the "Flood Wall Easements" and, collectively, the Flood Wall Buffer Area and the Flood Wall Access Area shall be referred to herein as the "Flood Wall Easement Areas.").

G. Grantor and Grantee acknowledge that they have entered into a Development and Cooperation Agreement, dated \_\_\_\_\_ (the "Development Agreement"), and that this Deed is intended to be executed together with the other documents provided for in the Development Agreement and placed in escrow pursuant to the escrow agreement entered into pursuant to the Development Agreement (the "Escrow Agreement"). This Deed shall not take effect unless and until it is released from escrow pursuant to the terms and conditions of the Development Agreement and Escrow Agreement.

### **AGREEMENT AND DEED OF EASEMENTS**

**NOW, THEREFORE**, for and in consideration of one dollar (\$1.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein by this reference.

2. **Grant of Flood Wall Buffer Easement.** Grantor hereby grants unto Grantee an exclusive perpetual easement across, over, and under the Flood Wall Buffer Area for Grantee's inspection, maintenance and repair of the Flood Wall and any other purpose related thereto. Grantor shall not encroach upon the Flood Wall Buffer Area and shall not in any way construct or place any improvements on, across, over, or under the Flood Wall Buffer Area or otherwise limit Grantee's use of the Flood Wall Buffer Area and maintenance of the Flood Wall, unless Grantee provides Grantor with prior written approval.



3. Grant of Flood Wall Access Easement. Grantor hereby grants unto Grantee a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Flood Wall Access Easement Area, as such area is defined and more particularly described herein, for the purpose of accessing the Flood Wall Flood Wall Buffer Area for any reason including but not limited to inspecting, maintaining, operating and repairing the Flood Wall.

4. Flood Wall Access Easement Area. The Flood Wall Access Easement Area shall be in a location designated by Grantor, which location may be relocated by Grantor from time to time after providing 60 days' notice to Grantee, provided that the Flood Wall Access Easement Area shall at all times (a) provide a continuous length of access from the City's right of way abutting the Development Parcel (currently the Canal Parcel) to the Flood Wall Buffer Area in a continuous width of at least twenty (20) feet and (b) provide a turnaround area with a twenty-five (25) foot turning radius or as necessary to accommodate a full size pickup truck and construction trailer, all as reasonably determined by the Grantee's Director of Public Utilities.

5. Flood Wall Easements. The Flood Wall Easements shall be an easement appurtenant for the benefit of the Flood Wall Parcel and it shall run with the land.

6. No Public Right-of-Way / Public Use. Grantor and Grantee agree that nothing herein shall be construed as creating a right-of-way or easement for public use over or across the Development Parcel.

7. Rights of Others. This conveyance is made subject to all applicable easements, conditions and restrictions of record.

8. Maintenance. The Grantor shall maintain the Flood Wall Easement Areas in good condition, suitable for Grantee's use thereof including but not limited to vehicular travel associated with maintenance of the Flood Wall. Any maintenance or repair required as a result of the Grantee's use of the City Access Easement Area for maintenance, repair or replacement of the City Flood Wall shall be promptly repaired by the Grantee at its sole expense.

9. Destruction and Damage.

(a) In the event that any improvements now or hereafter placed on the Flood Wall Easement Areas by Grantor shall be damaged or destroyed, whether partially or entirely, by the Grantee's negligence, then Grantee shall promptly and within a reasonable time after such damage or destruction, repair, restore or reconstruct or cause to be repaired, restored or reconstructed said damaged or destroyed improvements in such manner that after such repair, restoration or reconstruction, the condition thereof shall be as close as reasonably practical to a condition at least equal to the condition thereof immediately prior to such damage or destruction.

(b) In the event Grantee repairs and replaces damaged or destroyed improvements, it is hereby specifically agreed that all insurance proceeds paid and delivered on account of any damage or destruction, less the costs, if any, of such recovery, shall be paid to Grantee and used by Grantee for the purpose of paying the cost of any and all repairs and reconstruction required to be made by Grantee under the terms of this Deed; otherwise such proceeds shall be paid to Grantor.

(c) Subject to the notification requirement and the cure period provisions herein which shall not be required in the case of an emergency as reasonably determined by the Grantee's designee in his reasonable discretion, if Grantor does not provide the Grantee the Flood Walls Easements granted herein and the Grantee's designee deems it necessary in his reasonable discretion to create the access by modifying improvements upon, or modifying Grantor's or its licensees', tenants', subtenants', agents', and employees' access to, the Development Parcel and the Grantee undertakes said modifications, the Grantee shall not be liable for said modifications and any claims and damages related thereto whether real or alleged, and Grantor hereby indemnifies the Grantee against and releases Grantee from the same and Grantor shall be liable for Grantee's costs related to the modification. This release, indemnity and assumed liability of costs by the Grantor for the benefit of the Grantee shall only be to the extent Grantee modifies the Development Parcel or the access thereto to provide the access guaranteed in the Flood Wall Easement Areas.

10. Hazardous Materials.

(a) Any Hazardous Material to be brought upon or used in or about the Flood Wall Easement Areas by either Party or its employees, contractors, subcontractors, tenants, agents, invitees or licensees shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws, rules, regulations, directives, decrees, ordinances, codes, orders, approvals of governmental authorities, licenses or standards, including, without limitation, the federal "Comprehensive Environmental Response, Compensation and Liability Act", the federal "Resource Conservation and Recovery Act" and any state and local law, regulation, or ordinance relating to pollution or protection of human safety, health or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of any Hazardous Material, or otherwise relating to the manufacture, processing, refining, distribution, use, management, treatment, storage, disposal, transport, recycling, reporting or handling of any Hazardous Material (collectively, "Environmental Laws"). In addition, to the extent any environmental permits are required to be obtained by either Party or its employees, contractors, subcontractors, tenants, agents, invitees or licensees in connection such Party's use of the Flood Wall Easement Areas, such Party shall be responsible, at its sole cost and expense, for obtaining such permits and for immediately providing copies of all applications for such permits and copies of all issued permits to the other Party upon request. As used in this Deed, the term "Hazardous Material" means those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or classified by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a hazardous substance pursuant to the federal "Clean Water Act", the federal "Resource Conservation and Recovery Act", or the federal "Comprehensive Environmental Response, Compensation and Liability Act", (5) excreta or other animal waste, or (6) lead.

(b) Neither Party nor its employees, contractors, subcontractors, tenants, agents, invitees or licensees shall discharge, leak or emit, or knowingly permit to be

discharged, leaked or emitted, any Hazardous Materials the atmosphere, ground, sewer system or any body of water.

(c) The Parties shall maintain good spill prevention practices as recommended by governmental agencies having jurisdiction over the Flood Wall Easement Areas and shall comply with all applicable regulations and containment practices. Any and all releases, spills, discharges, emissions, etc. occurring on the Flood Wall Easement Area shall be documented by the offending Party and reported to the other Party and the appropriate authority under applicable law within twenty-four (24) hours of the occurrence thereof. Immediate steps shall be taken by the offending Party in the event of an uncontained release to minimize the duration, amount and extent of any discharge to the environment. The Parties shall require all contractors and subcontractors of the such Party operating on the Flood Wall Easement Areas to maintain and make immediately available to the other Party, any and all material safety data sheets required by law and pertaining to materials or substances discovered, encountered, brought upon, stored, used or consumed in any construction within the Flood Wall Buffer Areas, regardless of their source.

(d) If any Hazardous Materials are released into the environment as a result of the actions (or inactions) of either Party or its employees, contractors, subcontractors, tenants, agents, invitees or licensees, the offending Party shall be responsible as between the Parties, at its sole cost and expense, for completing any and all remediation activities that may be required to be undertaken in compliance with any applicable laws or any directive from any governmental entity having jurisdiction over the Flood Wall Easement Areas. Any required remediation activities shall be completed by the offending Party in accordance with all applicable laws. The obligations under this subsection (d) shall survive the expiration or earlier termination of this Deed.

11. Mechanic's and Other Liens. Grantee shall not cause or permit any mechanics lien to remain against the Development Parcel and any improvements thereon.

12. Further Assurances. The Parties agree to grant such further assurances and to execute such instruments as may be reasonably necessary to confirm the easements granted herein.

13. Default. If either Party shall fail to comply with any term, provision or covenant of this Deed, and shall not cure such failure within thirty (30) days after written notice thereof by the non-defaulting Party, then the Party failing to comply with any term, provision or covenant of this Deed shall be in default of this Deed provided, however, that if said term, provision or covenant to be performed is of such nature that same cannot reasonably be performed within such thirty (30) day period, such failure shall not constitute a default if the defaulting party commences such performance to cure said default within said thirty (30) day period and thereafter diligently undertakes to complete the same as reasonably determined by the non-defaulting party.

14. Remedies. If Grantee defaults in its responsibilities set out herein, Grantor shall have the right to cure the default, which it is hereby agreed shall be at the Grantee's expense, and Grantor may pursue all available remedies against Grantee at law and equity for any costs and damages incurred. If Grantee materially defaults in its responsibilities set out herein, Grantor may also terminate this Deed. If Grantor defaults in its responsibilities set out herein Grantee shall have

the right to cure the default, which it is hereby agreed shall be at the Grantor's expense, and Grantee may pursue all available remedies against Grantee at law and equity for any costs and damages incurred, including reasonable attorneys' fees and Grantee may also terminate this Deed.

15. Applicable Law. This Deed shall be given effect and construed by application of the laws of the Commonwealth of Virginia.

16. Subject to Appropriation. Any payments and other performances by Grantee under this Deed are subject to annual or periodic appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between Grantor and Grantee that Grantee shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of performing under this Deed. Under no circumstances shall Grantee's total liability under this Deed exceed the total amount of funds appropriated by the City Council of the City of Richmond, Virginia for the Grantee's performance of this Deed.

17. Signature Authority. Except where specifically provided herein, the Chief Administrative Officer for the City of Richmond or the designee thereof may provide any authorization, approvals, and notices contemplated herein on behalf of the City.

18. Miscellaneous. The parties hereto agree that this Deed shall be recorded in the land records of the Circuit Court for the City of Richmond, Virginia. This Deed in its entirety shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. Any amendments hereto shall be in writing and shall be signed by all parties hereto. This Deed, together with the Development Agreement and transaction documents referred to therein, represents the entire agreement between the parties with respect to the subject matter hereof. The covenants and agreements contained in this Deed shall run with the land and shall be binding upon any and all succeeding land owners, their personal representatives, estates, heirs, devisees, assigns or successors in interest or any other parties having or taking an interest in or to the property covered by this Deed. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Deed or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

***SIGNATURE PAGE TO CITY FLOOD WALL BUFFER AGREEMENT AND DEED OF EASEMENTS***

Witness the following signatures.

**GRANTOR:**

**SOUTH CANAL, LLC,**  
A Virginia limited liability company

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

**Name: Richard W. Gregory**  
**Title: Authorized Representative**

**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA        )  
                                                                                  )  
CITY OF RICHMOND:                     )        **TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Richard W. Gregory**, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and who acknowledged to be the Authorized Representative of **SOUTH CANAL, LLC**, a Virginia limited liability company, and acknowledged that execution of the foregoing instrument for the purposes therein contained and acknowledged the same to be the lawful act and deed of the aforesaid company.

**AS WITNESS** my hand and Notarial Seal the day and year first above written.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**SIGNATURE PAGE TO CITY FLOOD WALL BUFFER AND ACCESS AGREEMENT AND DEED OF EASEMENTS**

**GRANTEE:**

**CITY OF RICHMOND, VIRGINIA,**  
a municipal corporation of the Commonwealth of Virginia

By: \_\_\_\_\_  
Selena Cuffee-Glenn

Its: Chief Administrative Officer

**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA	)	
	)	TO WIT:
CITY OF RICHMOND:	)	

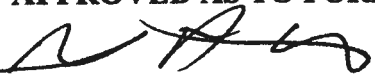
I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared SELENA CUFFEE-GLENN, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within instrument, and who acknowledged to be the Chief Administrative Officer of the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia, and acknowledged that execution of the foregoing instrument for the purposes therein contained and acknowledged the same to be the lawful act and deed of the aforesaid corporation.

AS WITNESS my hand and Notarial Seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Assistant City Attorney



**Exhibit A**  
to  
**City Flood Wall Buffer and Access Agreement and Deed of Easements**

**Legal Description of Development Parcel**

**Portion 1 of the Development Parcel (Tax Parcel ID S0000052017):**

All that land lying and being in the City of Richmond and identified as Development Parcel (Parcel C), containing 1.715 acres, more or less, all as shown on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, and dated June 1, 2016, a copy of which is attached hereto and made a part hereof, and, with reference to such survey, is more particularly described as follows:

COMMENCING at a point at the intersection of the North line of Hull Street, U.S. Route 360, and the East line of Brander Street; thence along a tie line N52°59'35"W, 506.00 feet to a point, said point being the POINT OF BEGINNING; thence N03°46'04"E, 79.36 feet to a point; thence along a curve to the left having a radius of 385.25 feet, an arc length of 14.12 feet, and a chord of N67°48'36"E, 14.12 feet to a point; thence N66°38'31"E, 18.92 feet to a point; thence along a curve to the right having a radius of 334.75 feet, an arc length of 115.67 feet, and a chord of N76°32'30"E, 115.10 feet to a point; thence N86°26'28"E, 156.34 feet to a point; thence along a curve to the left having a radius of 105.25 feet, an arc length of 51.09 feet, and a chord N72°32'09"E, 50.59 feet to a point; thence N31°22'09"W, 10.25 feet to a point; thence N58°37'51"E, 83.63 feet to a point; thence S77°32'39"E, 68.01 feet to a point; thence S12°28'53"W, 2.68 feet to a point; thence S31°41'03"E, 40.44 feet to a point; thence S12°18'33"W, 81.14 feet to a point; thence S77°41'27"E, 12.00 feet; thence S12°18'33"W, 103.00 feet to a point; thence N71°10'55"W, 11.83 feet to a point; thence N84°33'54"W, 125.60 feet; thence N86°13'56"W, 342.00 feet to the POINT AND PLACE OF BEGINNING.

**Portion 2 of the Development Parcel (formerly a portion of Tax Parcel ID S0000052006):**

All that land lying and being in the City of Richmond and identified as City Land (Sub-Parcel A-2), containing 1.096 acres, more or less, all as shown on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, and dated June 1, 2016, a copy of which is attached hereto and made a part hereof, and, with reference to such survey, is more particularly described as follows:

COMMENCING at a point at the intersection of the North line of Hull Street, U.S. Route 360, and the East line of Brander Street; thence along a tie line N52°59'35"W, 506.00 feet to a point, said point being the POINT OF BEGINNING; thence N86°13'56"W, 238.82 feet to a point; thence along a curve to the right having a radius of 65.94 feet, an arc length of 35.96 feet, and a chord of N74°59'10"W, 35.51 feet to a point; thence N53°20'46"W, 77.04 feet to a point; thence N51°58'33"W, 31.19 feet to a point; thence along a curve to the right having a radius of 165.00 feet, an arc length of 25.29 feet, and a chord of S88°41'53"E, 25.26 feet to a point; thence S86°37'26"E, 105.29 feet to a point; thence along a curve to the left having a radius of 235.00 feet, an arc length of 138.67 feet, and a chord of N76°28'17"E, 136.67

feet to a point; thence N59°34'00"E, 6.99 feet to a point; thence along a curve to the right with a radius of 265.00 feet, an arc length of 126.30 feet, and a chord of N73°13'14"E, 125.11 feet; thence N86°52'28"E, 203.81 feet to a point; thence along a curve to the left having a radius of 85.00 feet, an arc length of 23.76 feet, and a chord of N78°52'03"E, 23.68 feet to a point; thence N70°51'39"E, 46.85 feet to a point, thence S19°22'57"E, 28.88 feet to a point; thence N71°15'03"E, 116.67 feet to a point; thence S77°00'33"E, 66.53 feet to a point; thence S30°56'37"E, 39.06 feet to a point; thence S12°18'33"W, 4.78 feet to a point; thence N31°41'03"W, 40.44 feet to a point; thence N12°28'53"E, 2.68 feet to a point; thence N77°32'39"W, 68.01 feet to a point; thence S58°37'51"W, 83.63 feet to a point; thence S31°22'09"E, 10.25 feet to a point; thence along a curve to the right having a radius of 105.25, an arc length of 51.09 feet, and a chord of S72°32'09"W, 50.59 feet to a point; thence S86°26'28"W, 156.34 feet to a point; thence along a curve to the Left having a radius of 334.75 feet, an arc length of 115.67 feet, and a chord of S76°32'30"W, 115.10 feet to a point; thence S66°38'31"W, 18.92 feet, thence along a curve to the right having a radius of 385.25 feet, an arc length of 14.12 feet, and a chord of S67°48'36"W, 14.12 feet to a point; thence S03°46'04"W, 79.36 feet to the POINT AND PLACE OF BEGINNING.

Portion 2 being the same property conveyed to South Canal, LLC, from the City of Richmond pursuant to the Development Agreement, by deed dated \_\_\_\_\_, 20\_\_\_\_, and recorded immediately preceding the recordation of this DEED in deed book \_\_\_\_\_, page \_\_\_\_\_, in the Circuit Court of the City of Richmond.



**Exhibit B**  
to  
City Flood Wall Buffer and Access Agreement and Deed of Easements

**Legal Description of City Parcels**

**Tax Map Number S0000052006 and part of S0000101010**

**Portion 1 of the City Parcels (being a portion of the Flood Wall Parcel)**

ALL that certain tract of land with all improvements thereon and appurtenances thereto belonging lying on the South bank of the James River immediately West of the abutment of the Mayo Bridge and Hull Street in the City of Richmond, Virginia all as more particularly shown as Parcel "A" and Parcel "B" on a "PLAT OF STANDARD PAPER MFG. CO. BUILDING AND PARCEL OF LAND SAID BUILDING SITUATED THEREON, RICHMOND, VIRGINIA" dated February 13, 1979 drawn by William J. Schmidt & Assoc., Engineers & Surveyors, a copy of which plat is attached hereto and incorporated by reference.

BEING the same real estate conveyed to the City of Richmond from Ross Investment Corporation by that certain Order Directing the Recordation of the Vesting of Title, dated September 29, 1987, recorded on October 6, 1987, in Deed Book 143 at page 1265, in the Clerk's Office, and the same real estate conveyed to Ross Investment Corporation from Virginia Electric and Power Company with special warranty of title by the certain Agreement and Deed dated February 12, 1979, recorded on February 13, 1979, in Deed Book 555 at page 195, in the Clerk's Office. PARCEL "A" further BEING a part of the same real estate conveyed to Virginia Railway and Power Company by deed from Hill Carter, et als, Special Masters, dated June 29, 1909 and recorded July 1, 1909 in deed book 32, page 271 in the Circuit Court of the City of Richmond, Virginia, Division Two: the Virginia Railroad and Power Company having duly changed its name to the Virginia Electric and Power Company. Parcel "B" further being the same real estate conveyed to Standard Paper Manufacturing Company by deed from Manchester Board and Paper Company, Incorporated, dated November 17, 1947, recorded December 5, 1947 in deed book 115, page 312 in the aforesaid Clerk's Office.

**Portion 2 of the City Parcels (being a portion of the Flood Wall Parcel)**

BEGINNING at a point on the common division line between property formerly owned by Manchester Board and Paper Co., Inc. and property formerly owned by Ross Investment Corp. on the South edge of the James River, thence S12°50'01"W a distance of 62+ feet to a point; thence N31°09'35"W a distance of 43.23 feet to a point; thence N13°00'21"E a distance of 2.68 feet to a point; thence N76°59'39"W a distance of 67.23 feet to a point; thence S59°09'19W a distance of 81.98 feet to a point; thence S30°50'41"E (radial) a distance of 10.25 feet to a point; thence on a curve deflecting to the Right having a radius of 105.25 feet and having a length of 51.09

feet to a point; thence S86°57'56"W a distance of 156.34 feet to a point; thence on a curve deflecting to the Right having a radius of 334.75 feet and a length of 115.68 feet to a point; thence S67°09'59"W a distance of 18.92 feet to a point; thence on a curve deflecting to the right having a radius of 385.25 feet and having a length of 14.17 feet to a point on the common division line between property formerly owned by Manchester Board and Paper Co., Inc. and property formerly owned by ReeTree Partnership; thence N4°17'32"E a distance of 70.66 feet to a rod; thence N4°17'32"E a distance of 37+ feet to the South edge of the James River; thence Eastwardly along the South edge of the James River a distance of 512+ feet to the point of beginning. Said point of beginning being the 341+ feet Westwardly along the South edge of the James River from the West line of the Mayo's Bridge, all as shown shaded on Parcel 2 of the Department of Public Works Drawing No. 0-21676, Sheet 1, attached hereto as "Schedule A", and containing 34,513+ square feet (0.79+ acres).

BEING a the same real estate conveyed in fee simple to the City of Richmond with Special Warranty of Title from Manchester Board and Paper, Co. by that by that certain Deed, Deed of Easement, and Deed of Partial Release, dated January 11, 1988, recorded February 11, 1988, in Deed Book 156 at page 897, in the Clerk's Office.

#### **Portion 3 of the City Parcels (being a portion of the Flood Wall Parcel)**

ALL that certain piece or parcel of land, together with the buildings and improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, on the South side of the James River, which is known and designated as 1.25 + or – acres parcel of land, with improvements thereon, being the Western-most part of property formerly owned by Manchester Board and Paper, Co., Inc., as designated on a Physical Survey made by Austin Brockenbrough and Associates, Consulting Engineers, in the City of Richmond, Virginia, dated November 19, 1979, which is attached hereto and to which reference is made hereby for a more particular description of the property.

BEING that same real estate acquired by the City of Richmond from ReeTree Partnership, etc., et. al, and any other owners thereof, by that certain Order Directing the Recordation of the Vesting of Title, dated September 29, 1987, recorded on October 6, 1987, in Deed Book 143 at page 1271, in the Clerk's Office, and BEING the same real estate conveyed to Ree-Tree Partnership with general warranty of title from Manchester Board and Paper Co., Inc., by that certain Deed and Bargain of Sale, dated December 10, 1979, recorded December 21, 1979, in Deed Book 560, at page 1189, in the Clerk's Office.

#### **Portion 4 of the City Parcels (being the Canal Parcel and a portion of the Flood Wall Parcel)**

ALL that certain piece or parcel of land lying and being in the City of Richmond, Virginia BEING that same property conveyed to the City of Richmond from Virginia Electric and Power Company ("VEPCO") by that certain Special Warranty Deed, dated June 9, 1989, recorded June 16, 1989, in Deed Book 205, at page 212, in the Clerk's

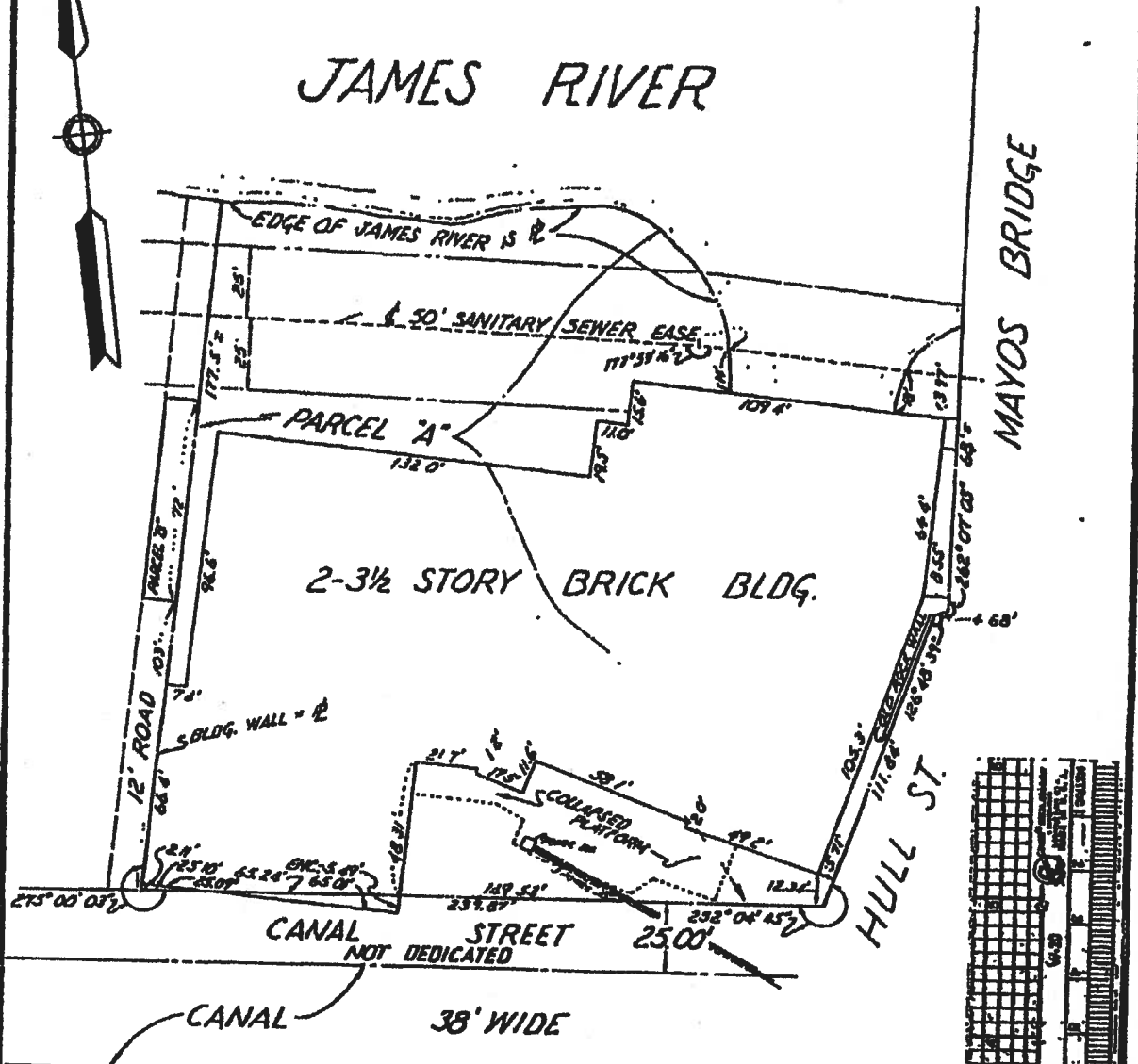
Office, and BEING identified as Parcel 4, containing 2.43 acres, more or less, all as shown by shading on that certain Plat of Survey entitled "Proposed Dedication Of Property West Of Mayo's Bridge, Between The James River And Southern Railway R/W, For Floodwall Purposes (Southside Protection)," Sheet 2 of 3, Drawing No. 0-21890, Prepared by the Department of Public Works, Richmond, Virginia, and dated August 1, 1988, a copy of which is attached hereto and made a part hereof and, with reference to such Plat is more particularly described as follows:

BEGINNING at a point in the property line dividing property formerly owned by the VEPCO and property now or formerly owned by the City of Richmond, Virginia, which point is N. 82° 10' 02" W. 20.98 feet from a property corner; thence S. 50° 49' 08" W. 93.62 feet along the westerly line of Hull Street to a point; thence N. 83° 44' 22" W. 203.48 feet along the property line dividing property formerly owned by VEPCO and property now or formerly owned by said City of Richmond to a point; thence N. 39° 52' 52" W. 4.30 feet along the property line dividing property formerly owned by VEPCO and property formerly owned by Manchester Board and Paper Company, Inc. to a point; thence N. 84° 44' 21" W. 97.75 feet along said property line to a point; thence northwestwardly 900 feet, more or less, along the property line dividing property formerly owned by VEPCO and property formerly owned by Southern Railway Company to a point in the property line dividing property and property formerly owned by Southern Railway Company; thence northeastwardly 125 feet, more or less, along said property line to a point; thence northeastwardly 115 feet, more or less, along said property line to a point; thence northeastwardly 105 feet, more or less, along said property line to a point in the southerly line of the James River; thence eastwardly 95 feet, more or less, along the southerly line of the James River to a point; thence S. 40° 54' 32" W. 68 feet, more or less, along the property line dividing property formerly owned by VEPCO and the property now or formerly owned by the City of Richmond to a point; thence S. 40° 54' 32" W. 155.60 feet along said property line to a point, marked by an iron pin; thence S. 85° 42' 28" E. 352.00 feet along said property line to a point, marked by a spike; thence S. 85° 42' 28" E. 342.00 feet along the property line dividing property formerly owned by VEPCO and property formerly owned by Manchester Board and Paper Company, Inc. to a point; thence S. 84° 02' 26" E. 125.60 feet along said property line to a point; thence S. 70° 39' 27" E. 11.83 feet along said property line to a point; thence S. 82° 10' 02" E. 239.87 feet along the property line dividing property formerly owned by VEPCO and property now or formerly owned by the City of Richmond to the point of beginning.

LESS AND EXCEPT all such property conveyed to South Canal, LLC, from the City of Richmond pursuant to the Development Agreement, by deed dated \_\_\_\_\_, 20\_\_\_\_, and recorded immediately preceding the recordation of this DEED in deed book \_\_\_\_, page \_\_\_\_, in the Circuit Court of the City of Richmond, such property being more particularly described on Exhibit A to this DEED as Portion 2 of the Development Parcel.

# PLAT OF SURVEY

## JAMES RIVER

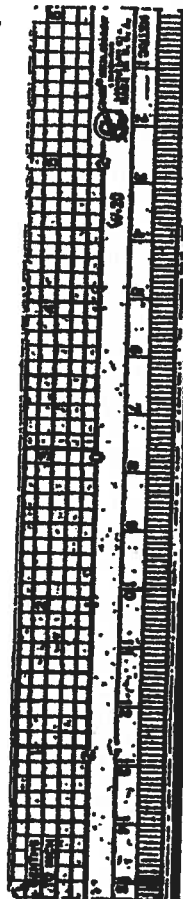


AREA OF PARCEL 'A' - 1.34 ± ACS.  
AREA OF PARCEL 'B' - 0.02 ± AC.

PLAT OF STANDARD PAPER MFG. CO.  
BUILDING AND PARCEL OF  
LAND SAID BUILDING SITUATED  
THEREON  
RICHMOND, VIRGINIA

SCALE: 1" = 50'  
DATE: FEB. 13, 1979

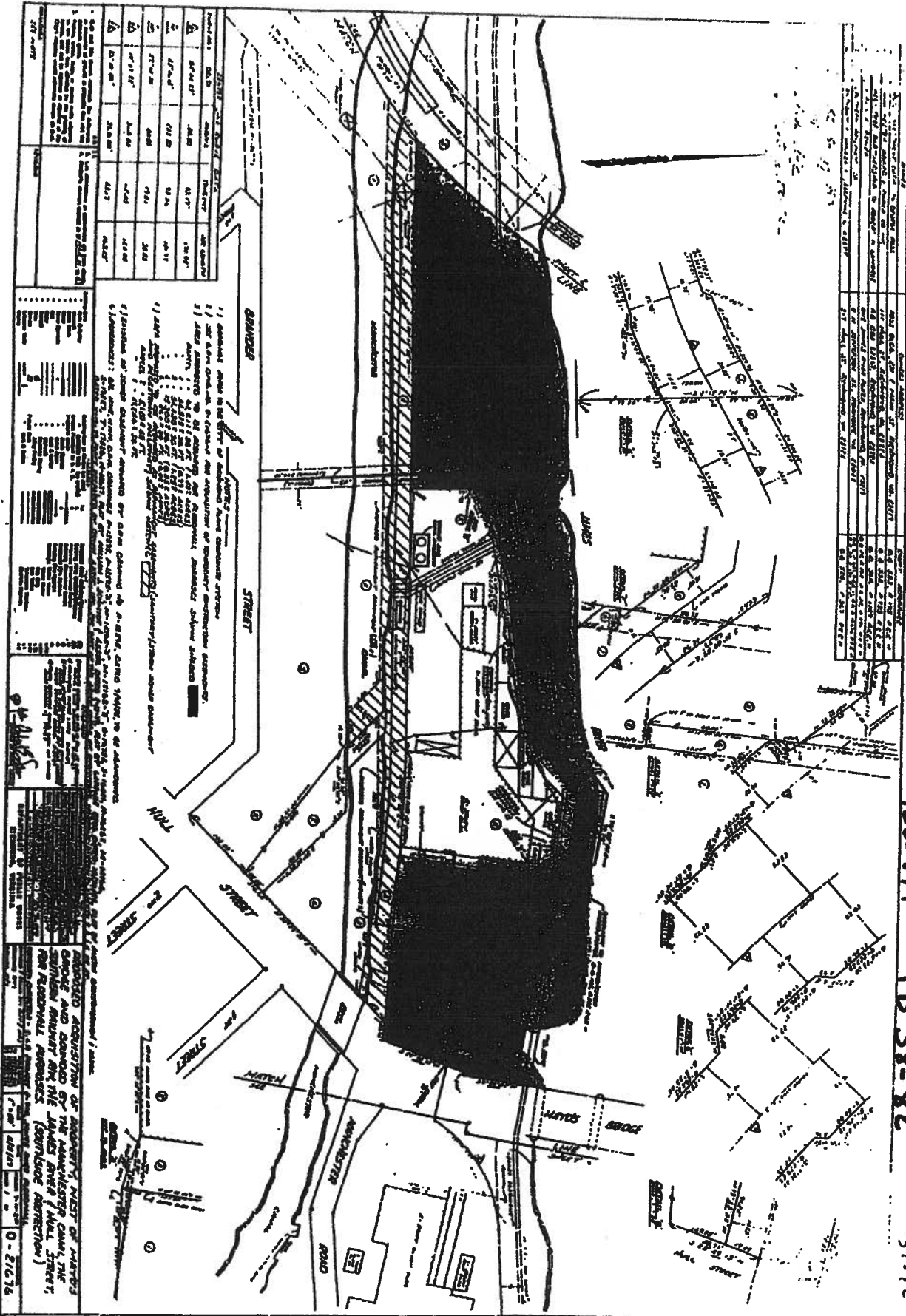
WILLIAM J. SCHMIDT & ASSOC.  
ENGINEERS & SURVEYORS  
4916 W. MARSHALL ST. - RICHMOND, VA.



156-899

PB 38-82

35-52



Point	North	South	West	East
1	47' 00"	48' 00"	12' 00"	12' 00"
2	47' 00"	48' 00"	12' 00"	12' 00"
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DPW div. no. 0-22676

APPROVED ACQUISITION OF PROPERTY, WEST OF MARY'S CHURCH AND BARRACKS BY THE MASSACHUSETTS CANAL, THE CANAL AND BARRACKS, THE JAMES RIVER (HILL STREET), FOR RECREATION PURPOSES. (CONTRIBUTOR ACQUISITION)

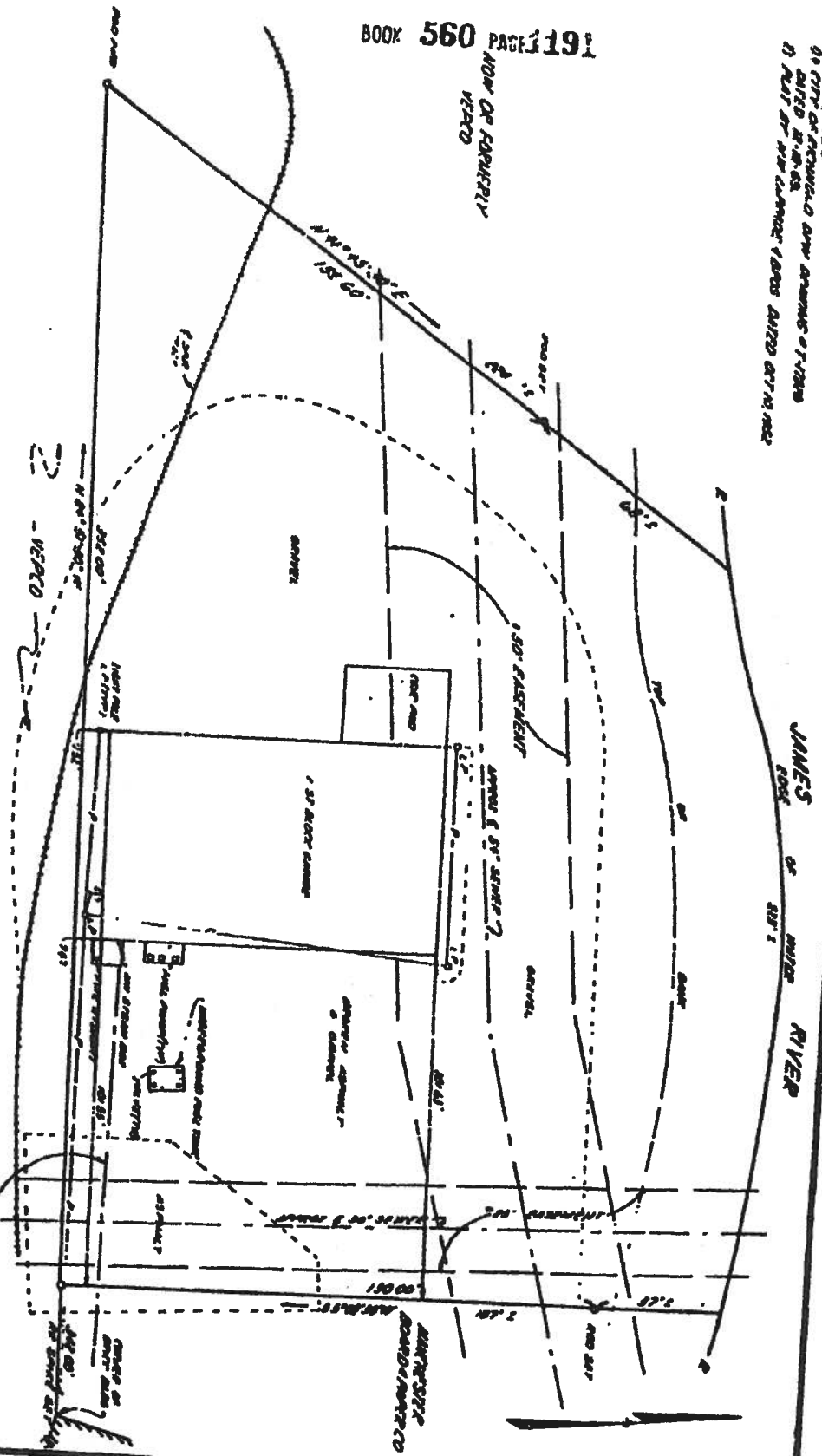
0-21676

APPROVED BY CITY OF RICHMOND AND BOARD OF PUBLIC WORKS DATED 8-18-63  
 D. PAUL BY THE LAWYER 1800S DATED 8/14/63

BOOK 560 PAGE 1191

HOW OR OTHERWISE HEREON

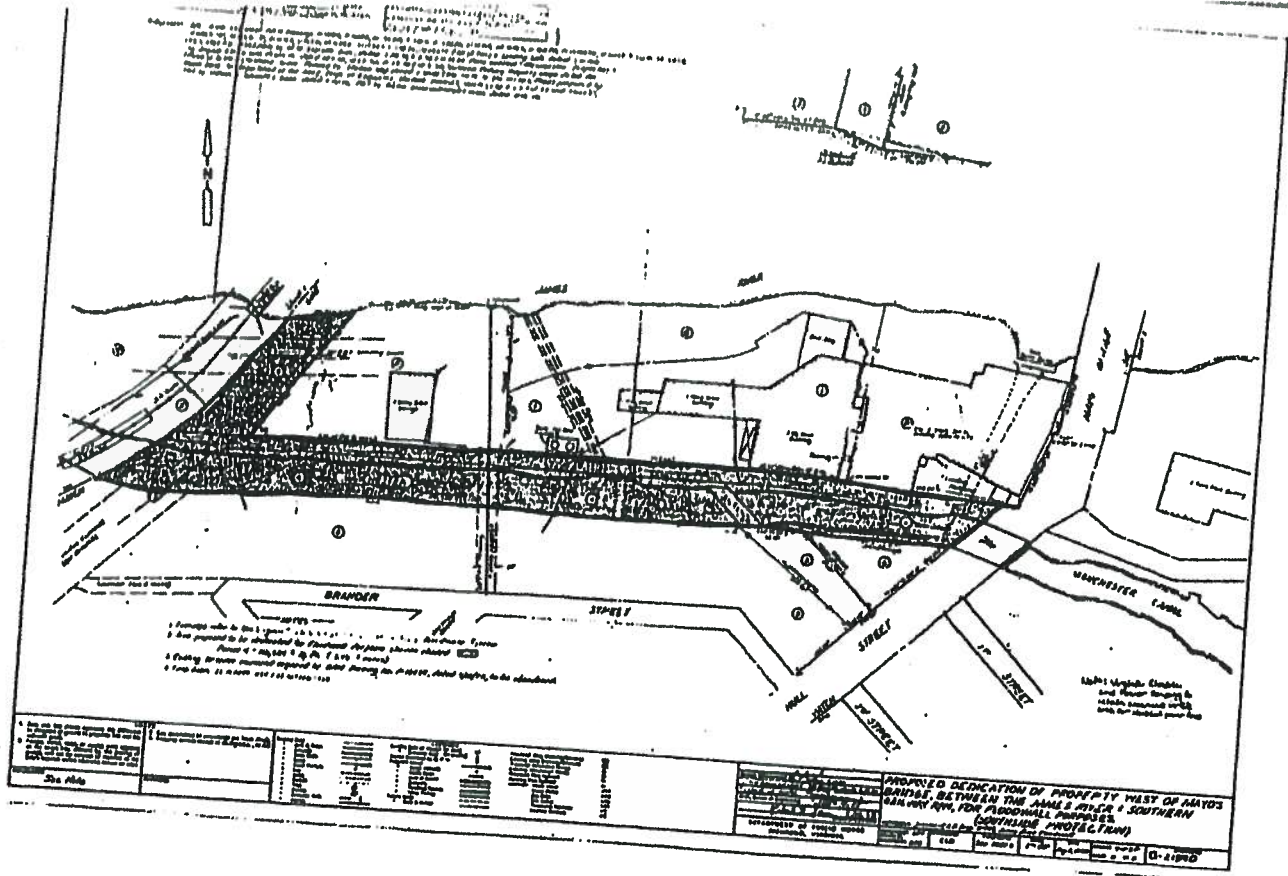
PLAT SHOWING A 125+ ACRE PARCEL OF LAND WITH IMPROVEMENTS THEREON BEING THE WESTERN MOST PART OF PROPERTY OWNED BY MANCHESTER BOARD OF PROPERTY COMPANY, LOCATED IN THE CITY OF RICHMOND, VIRGINIA



AUSTIN BROCKNOUGH AND ASSOCIATES  
 CONSULTING ENGINEERS

IN THE CITY OF RICHMOND, VIRGINIA  
 1800S DATED 8/14/63  
 D. PAUL BY THE LAWYER 1800S DATED 8/14/63

1800S DATED 8/14/63  
 D. PAUL BY THE LAWYER 1800S DATED 8/14/63



DPW dwg. no. 0-21890

**Exhibit C**  
to  
**City Flood Wall Buffer and Access Agreement and Deed of Easements**

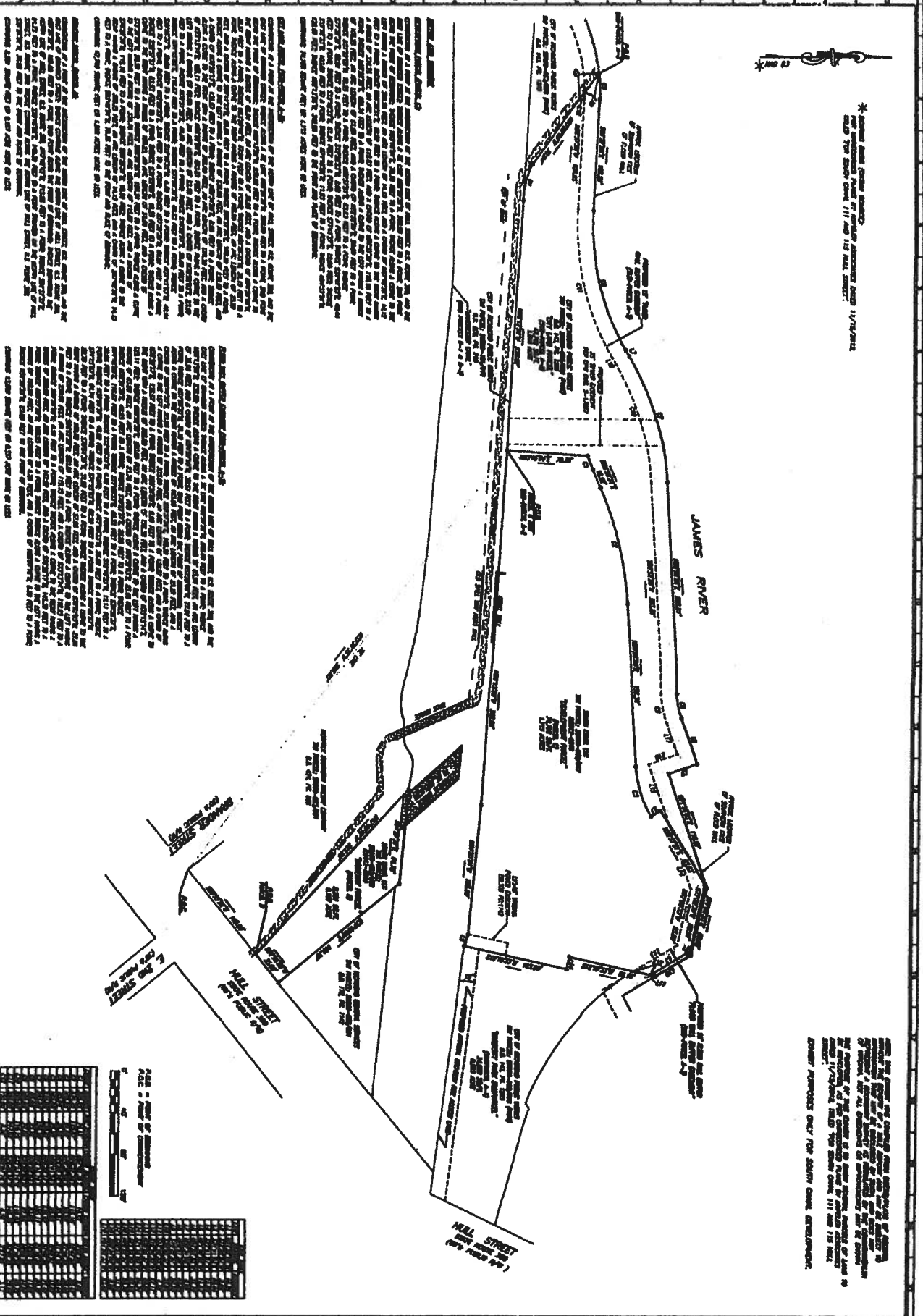
**SURVEY**

**[See following page]**



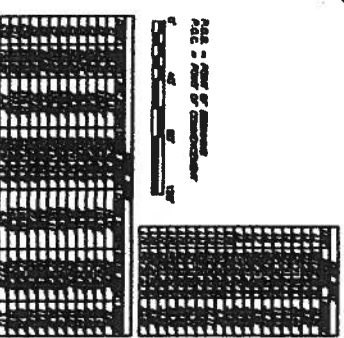


\* General Land Office Records  
 and the Survey of the James River  
 from 1785 to 1815 are shown.



SECTION 1. A PART OF THE...  
 SECTION 2. A PART OF THE...  
 SECTION 3. A PART OF THE...

SECTION 4. A PART OF THE...  
 SECTION 5. A PART OF THE...  
 SECTION 6. A PART OF THE...



THIS IS A PART OF THE...  
 THE CITY OF RICHMOND, VIRGINIA  
 ENGINEER PURPOSES ONLY FOR SOUTH CANAL DEVELOPMENT

COMPILED EXHIBIT  
 SHOWING  
 SOUTH CANAL DEVELOPMENT  
 CITY OF RICHMOND, VIRGINIA



**Exhibit D**  
to  
City Flood Wall Buffer and Access Agreement and Deed of Easements

**Legal Description of Flood Wall Buffer Area**

All that land lying and being in the City of Richmond immediately south of the City flood wall and identified as Proposed 15' Flood Wall Buffer Easement (Sub-Parcel A-3), containing 0.317 acre, more or less, all as shown on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, and dated June 1, 2016, a copy of which is attached hereto and made a part hereof, and, with reference to such survey, is more particularly described as follows:

**COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF HULL STREET, U.S. ROUTE 360, AND THE EAST LINE OF BRANDER STREET; THENCE ALONG A TIE LINE N52°59'35"W, 506.00 FEET TO A POINT; THENCE N86°13'56"W, 238.82; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 65.94 FEET, AN ARC LENGTH OF 35.96 FEET, AND A CHORD OF N74°59'10"W, 35.51 FEET TO A POINT; THENCE N53°20'46"W, 77.04 FEET TO A POINT; THENCE N51°58'33"W, 31.19 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET, AN ARC LENGTH OF 25.29 FEET, AND A CHORD OF S88°41'53"E, 25.26 FEET TO A POINT; THENCE S86°37'26"E, 105.29 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 138.67 FEET, AND A CHORD OF N76°28'17"E, 136.67 FEET TO A POINT; THENCE N59°34'00"E, 6.99 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 126.30 FEET, AND A CHORD OF N73°13'14"E, 125.11 FEET; THENCE N86°52'28"E, 203.81 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 23.76 FEET, AND A CHORD OF N78°52'03"E, 23.68 FEET TO A POINT; THENCE N70°51'39"E, 46.85 FEET TO A POINT; THENCE S19°22'57"E, 28.88 FEET TO A POINT; THENCE N71°15'03"E, 116.67 FEET TO A POINT; THENCE S77°00'33"E, 66.53 FEET TO A POINT; THENCE S30°56'37"E, 39.06 FEET TO A POINT; THENCE S12°18'33"W, 4.78 FEET TO A POINT; THENCE S12°18'33"W, 17.11 FEET TO A POINT; THENCE N30°56'37"W, 48.62 FEET TO A POINT; THENCE N77°00'33"W, 55.89 FEET TO A POINT; THENCE S71°15'03"W, 64.74 FEET TO A POINT; THENCE S71°15'03"W, 62.50 FEET TO A POINT; THENCE N19°22'57"W, 28.78 FEET TO A POINT; THENCE S70°51'39"W, 31.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 27.95 FEET, AND A CHORD OF S78°52'03"W, 27.86 FEET TO A POINT; THENCE S86°52'28"W, 203.81 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 119.15 FEET, AND A CHORD OF S73°13'14"W, 118.03 FEET TO A POINT; THENCE S59°34'00"W, 6.99 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 147.52 FEET, AND A CHORD OF S76°28'17"W, 145.39 FEET TO A POINT; THENCE N86°37'26"W, 105.25 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, AN ARC**

LENGTH OF 6.26 FEET, AND A CHORD OF N88°07'16"W, 6.26 FEET TO A POINT; THENCE  
N51°58'33"W, 23.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT G  
to  
Development Agreement

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 232119

CITY OF RICHMOND, VIRGINIA  
TAX MAP NO: Part of S0000052006 and  
S0000052017

**TAX EXEMPT PER VA CODE SEC. 58.1-811.A.3  
DEED OF SEWER AND WATER UTILITY EASEMENT**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by  
and between **SOUTH CANAL, LLC**, a Virginia limited liability company, its successors  
and assigns, hereinafter "**GRANTOR**", to be indexed as grantor, and the **CITY OF  
RICHMOND**, a municipal corporation organized under the laws of the Commonwealth  
of Virginia, hereinafter "**GRANTEE**", to be indexed as grantee.

**WITNESSETH:**

WHEREAS, by deed dated \_\_\_\_\_, 201\_\_, recorded on  
\_\_\_\_\_, 20\_\_ as Instrument Number \_\_\_\_\_ in the Clerk's Office,  
Circuit Court, City of Richmond, Virginia ("Clerk's Office") immediately prior to the  
recordation of this Deed, GRANTEE conveyed to GRANTOR fee simple title to certain  
real property situated in the City of Richmond, Virginia, such property formerly being a  
Part of Tax Parcel S0000052006, which property is more particularly described on  
Exhibit A attached hereto and made a part hereof as Portion 1, and

WHEREAS, GRANTOR is the fee simple owner of that certain parcel of real  
property abutting Portion 1, which parcel is designated as Tax Parcel Number  
S0000052017 and more particularly described on Exhibit A attached hereto and made a  
part hereof as Portion 2 (collectively, Portion 1 and Portion 2 shall be referred to herein  
as the "Property"), and

WHEREAS, GRANTEE desires to operate, inspect, maintain, repair, replace, construct, and reconstruct certain storm water lines, and associated appurtenances (collectively the "Facilities") within and under the Property in the location more particularly shown as the area labeled the "Proposed 25' Sewer Easement" on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, certified land surveyor, dated June 1, 2016 (the "Survey") attached hereto and made a part hereof as Exhibit B and GRANTOR desires grant and convey to GRANTEE a permanent non-exclusive storm water utility easement (the "Storm Water Utility Easement") for such purposes.

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 grants, dedicates, and conveys to GRANTEE, with General Warranty of Title, the Storm Water Utility Easement within, under, above, and across the Storm Water Utility Easement Area for the purposes of operating, inspecting, maintaining, repairing, replacing, constructing, and reconstructing the Facilities.

GRANTOR may use the Storm Water Utility Easement Area for any purpose not inconsistent with the rights hereby granted, provided, however, GRANTOR shall not construct or place any building or permanent structure, or any portion thereof, (a) upon, within, under or above the Storm Water Utility Easement Area, or (b) otherwise upon, within, under or above the Property such as to come within vertical planes measured fifteen (15) horizontal feet from the Facilities, or as otherwise approved by the City of Richmond Department of Public Utilities pursuant to the City of Richmond, Virginia

Department of Public Utilities Sanitary Sewer Design Guidelines and Standard Specifications and Details, dated December 2010, as may be amended from time to time, incorporated and made a part hereof by reference. It is understood by both parties that surface improvements, including landscaping (limited to ground cover, shrubs and small, slow-growing species, varieties and cultivars of trees with non-aggressive root systems, as listed in the pamphlet "Choosing 'Sewer Safer' Trees," published by the Agricultural Extension Service of the University of Tennessee, September 2005 (incorporated and made a part hereof by reference), lighting, hardscape (including concrete, asphalt, bike paths, and walkways), or other utilities and other appurtenances, including fixed benches, small planters, trash receptacles (all collectively referred to as "Surface Improvements"), may be installed by GRANTOR within the Storm Water Utility Easement Area. Provided, however, GRANTOR shall maintain an access area fifteen (15) feet wide at a minimum where a single pipe is located within the Storm Water Utility Easement Area, immediately over the Facilities that is clear of any obstructions that would restrict access by and operation of any GRANTEE's vehicles and equipment, with the exception of removable bollards; and which such access is designed and maintained to support the imposed load of and guarantee passage of GRANTEE's vehicles and associated apparatuses.

GRANTEE hereby covenants and agrees that it will restore portions of the Property (including hardscape improvements as described above) adversely affected during any operation, inspection, maintenance, repair, replacement, construction, or reconstruction of the Facilities to a condition as close as practicable to that condition that existed prior to such operation, inspection, maintenance, repair, replacement, construction

or reconstruction with the exception of Surface Improvements other than hardscape improvements, which will be the responsibility of the GRANTOR, unless otherwise agreed to in writing by the parties hereto or their successors in interest. GRANTEE also covenants and agrees (a) that it will notify GRANTOR 30 days in advance of any routine scheduled maintenance activity for the Facilities, (b) that upon commencing any maintenance, inspection, repair, replacement, construction or reconstruction of the Facilities, GRANTEE will take such commercially reasonable measures as are necessary and safe to allow the continued use of and not otherwise impair the access to and from the Property; and (c) that GRANTEE shall complete any operation, inspection, maintenance, repair, replacement, construction, or reconstruction of the Facilities as expeditiously as reasonably possible.

In the event GRANTOR determines relocating the Facilities is necessary to accommodate GRANTOR's development of the Property, GRANTOR may at its sole cost, sole risk, and in accordance with the terms set forth herein, relocate the Facilities to the area shown striped and labeled "Alternative Storm Water Facilities Location" on Exhibit C attached hereto or to such other area approved in writing by the GRANTEE's Director of Public Utilities (the "Director") (the "Alternative Storm Water Facilities Location"). Unless otherwise approved in writing by the Director, GRANTOR shall connect the Facilities to existing storm water lines at the same location as currently connected and shall "tie-in" to the current penetration of the flood wall in a manner acceptable to the Director and the Army Corps of Engineers. Prior to commencing the relocation of the Facilities, GRANTOR shall provide 60 days written notice of its intention to do so to the Director, shall secure all permits or other approvals required by

applicable law, and shall secure general liability insurance in an amount approved by the Director. GRANTOR's relocation of the Facilities shall comply with all standards set forth by the Army Corps of Engineers and GRANTEE's Department of Public Utilities. Upon relocation of the Facilities, the Storm Water Utility Easement and all other grants and rights herein shall be relocated from the Storm Water Utility Easement Area to the portion of the Alternative Storm Water Facilities Location located on the Property (including the areas on each side of the relocated facilities in a width equal to the width of Storm Water Utility Easement Area on each side of the Facilities) and all terms herein shall apply thereto.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**



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

**GRANTOR:**

**South Canal, LLC,**  
a Virginia limited liability company

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_, as \_\_\_\_\_, of  
South Canal, LLC.

\_\_\_\_\_  
Notary Public

My commission expires:

Registration No.:

**CITY OF RICHMOND (GRANTEE)**

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

**Approved as to terms:**

BY: \_\_\_\_\_

**Approved as to form:**

BY:  \_\_\_\_\_  
City Attorney's Office



**EXHIBIT A**  
to  
Storm Water Easement

**Description of Property**

**Portion 1:**

All that land lying and being in the City of Richmond and identified as City Land (Sub-Parcel A-2), containing 1.096 acres, more or less, all as shown on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, and dated June 1, 2016, a copy of which is attached hereto and made a part hereof, and, with reference to such survey, is more particularly described as follows:

COMMENCING at a point at the intersection of the North line of Hull Street, U.S. Route 360, and the East line of Brander Street; thence along a tie line N52°59'35"W, 506.00 feet to a point, said point being the POINT OF BEGINNING; thence N86°13'56"W, 238.82 feet to a point; thence along a curve to the right having a radius of 65.94 feet, an arc length of 35.96 feet, and a chord of N74°59'10"W, 35.51 feet to a point; thence N53°20'46"W, 77.04 feet to a point; thence N51°58'33"W, 31.19 feet to a point; thence along a curve to the right having a radius of 165.00 feet, an arc length of 25.29 feet, and a chord of S88°41'53"E, 25.26 feet to a point; thence S86°37'26"E, 105.29 feet to a point; thence along a curve to the left having a radius of 235.00 feet, an arc length of 138.67 feet, and a chord of N76°28'17"E, 136.67 feet to a point; thence N59°34'00"E, 6.99 feet to a point; thence along a curve to the right with a radius of 265.00 feet, an arc length of 126.30 feet, and a chord of N73°13'14"E, 125.11 feet; thence N86°52'28"E, 203.81 feet to a point; thence along a curve to the left having a radius of 85.00 feet, an arc length of 23.76 feet, and a chord of N78°52'03"E, 23.68 feet to a point; thence N70°51'39"E, 46.85 feet to a point, thence S19°22'57"E, 28.88 feet to a point; thence N71°15'03"E, 116.67 feet to a point; thence S77°00'33"E, 66.53 feet to a point; thence S30°56'37"E, 39.06 feet to a point; thence S12°18'33"W, 4.78 feet to a point; thence N31°41'03"W, 40.44 feet to a point; thence N12°28'53"E, 2.68 feet to a point; thence N77°32'39"W, 68.01 feet to a point; thence S58°37'51"W, 83.63 feet to a point; thence S31°22'09"E, 10.25 feet to a point; thence along a curve to the right having a radius of 105.25, an arc length of 51.09 feet, and a chord of S72°32'09"W, 50.59 feet to a point; thence S86°26'28"W, 156.34 feet to a point; thence along a curve to the Left having a radius of 334.75 feet, an arc length of 115.67 feet, and a chord of S76°32'30"W, 115.10 feet to a point; thence S66°38'31"W, 18.92 feet, thence along a curve to the right having a radius of 385.25 feet, an arc length of 14.12 feet, and a chord of S67°48'36"W, 14.12 feet to a point; thence S03°46'04"W, 79.36 feet to the POINT AND PLACE OF BEGINNING.

**Portion 2:**

All that land lying and being in the City of Richmond and identified as Development Parcel (Parcel C), containing 1.715 acres, more or less, all as shown on that certain survey entitled "COMPILED EXHIBIT showing SOUTH CANAL DEVELOPMENT," Sheet 1 of 1, Job No. 56160036.00, prepared by Balzer and Associates, and dated June 1, 2016, a copy of which is attached hereto and made a part hereof, and, with reference to such survey, is more particularly described as follows:

COMMENCING at a point at the intersection of the North line of Hull Street, U.S. Route 360, and the East line of Brander Street; thence along a tie line N52°59'35"W, 506.00 feet to a point, said point being the POINT OF BEGINNING; thence N03°46'04"E, 79.36 feet to a point; thence along a curve to the left having a radius of 385.25 feet, an arc length of 14.12 feet, and a chord of N67°48'36"E, 14.12 feet to point; thence N66°38'31"E, 18.92 feet to a point; thence along a curve to the right having a radius of 334.75 feet, an arc length of 115.67 feet, and a chord of N76°32'30"E, 115.10 feet to a point; thence N86°26'28"E, 156.34 feet to a point; thence along a curve to the left having a radius of 105.25 feet, an arc length of 51.09

feet, and a chord N72°32'09"E, 50.59 feet to a point; thence N31°22'09"W, 10.25 feet to a point; thence N58°37'51"E, 83.63 feet to a point; thence S77°32'39"E, 68.01 feet to a point; thence S12°28'53"W, 2.68 feet to a point; thence S31°41'03"E, 40.44 feet to a point; thence S12°18'33"W, 81.14 feet to a point; thence S77°41'27"E, 12.00 feet; thence S12°18'33"W, 103.00 feet to a point; thence N71°10'55"W, 11.83 feet to a point; thence N84°33'54"W, 125.60 feet; thence N86°13'56"W, 342.00 feet to the POINT AND PLACE OF BEGINNING.

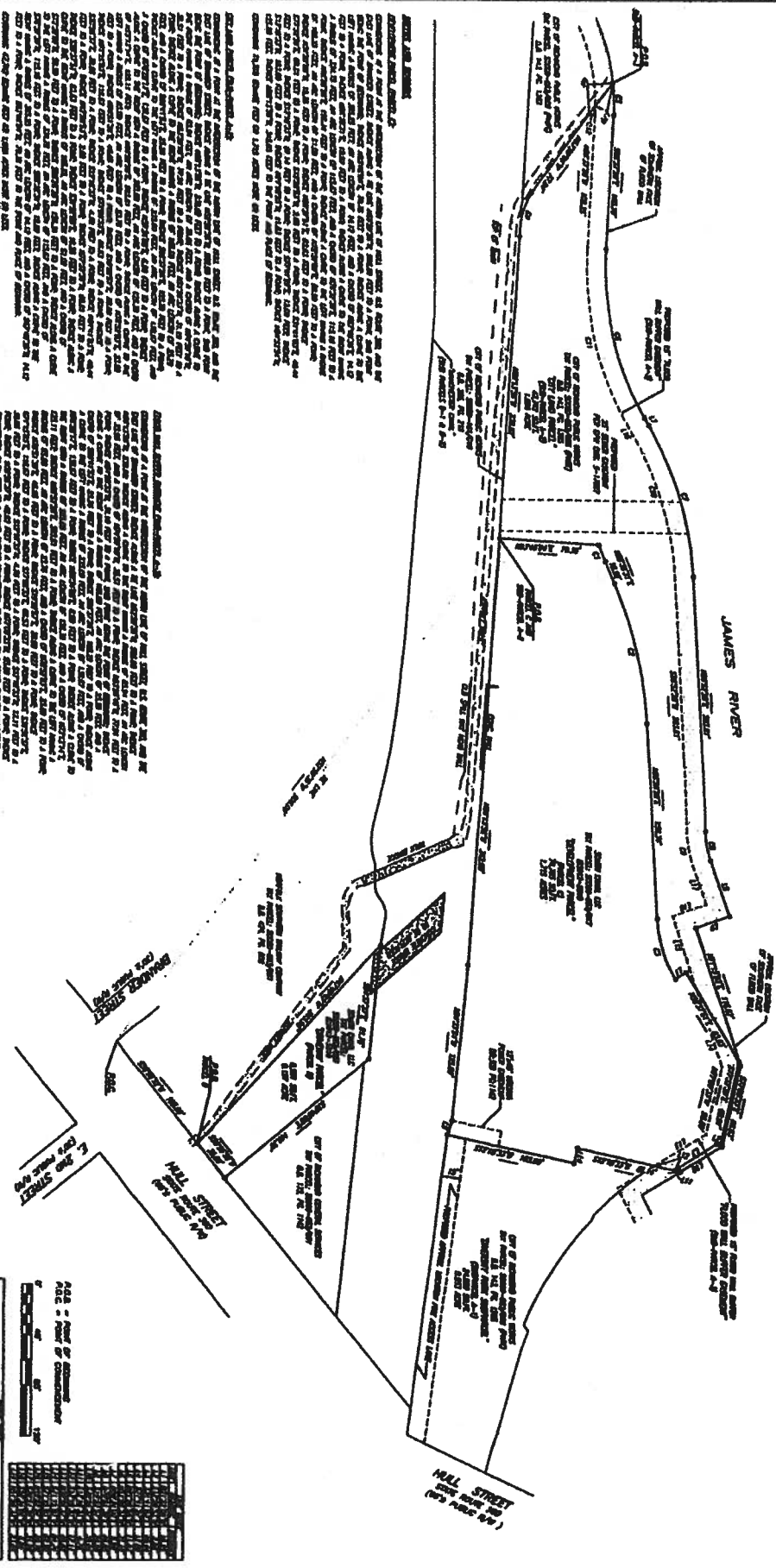
BEING a portion of the real property acquired by South Canal, LLC, from Fountainhead Acquisitions, LLC, by that certain Deed of Contribution, dated March 13, 2012, and recorded March 16, 2012, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument Number 12-5010.

**EXHIBIT B**  
to  
**Storm Water Easement**

**Survey**

**(See Following Page)**

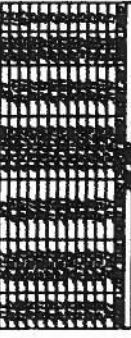
\* Partial Canal (Partial Canal)  
 200' Length of Canal of Partial Canal Located 11/2/2012  
 111 AND 112 HALL STREET.



THE CITY ENGINEER HAS REVIEWED THIS DEVELOPMENT OF THE SOUTH CANAL DEVELOPMENT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CANALS AND EASEMENTS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND CONSTRUCTION OF THE CANAL AND EASEMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND CONSTRUCTION OF THE CANAL AND EASEMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**GENERAL NOTES:**  
 1. THE SOUTH CANAL DEVELOPMENT IS LOCATED IN THE CITY OF RICHMOND, VIRGINIA, AND IS SUBJECT TO THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CANALS AND EASEMENTS.  
 2. THE SOUTH CANAL DEVELOPMENT IS SUBJECT TO THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CANALS AND EASEMENTS.  
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 10. THE SOUTH CANAL DEVELOPMENT IS SUBJECT TO THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CANALS AND EASEMENTS.

**GENERAL NOTES:**  
 1. THE SOUTH CANAL DEVELOPMENT IS LOCATED IN THE CITY OF RICHMOND, VIRGINIA, AND IS SUBJECT TO THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CANALS AND EASEMENTS.  
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SCALE - 1" = 100'  
 DATE - JAN. 1, 2011  
 DRAWN BY - [Name]  
 CHECKED BY - [Name]  
 CITY ENGINEER - [Name]

COMPILED EXHIBIT  
 SHOWING  
 SOUTH CANAL DEVELOPMENT  
 CITY OF RICHMOND, VIRGINIA



**EXHIBIT C**  
to  
**Storm Water Easement**

**Alternative Storm Water Facilities Location**

**(See Following Page)**

EXISTING BOUNDARY, TOPOGRAPHY AND EASEMENT LOCATIONS WERE PERFORMED BY OTHERS AND PROVIDED BY CLIENT

EXHIBIT  
C  
WESTERN WATER FACILITIES

NOTES:  
1. EXISTING STORMWATER FACILITIES TO BE REPLACED OR MODIFIED AS SHOWN ON THIS SHEET.  
2. EXISTING STORMWATER FACILITIES TO BE REPLACED OR MODIFIED AS SHOWN ON THIS SHEET.  
3. EXISTING STORMWATER FACILITIES TO BE REPLACED OR MODIFIED AS SHOWN ON THIS SHEET.

NOTE: THE FOUNDATION IS SUPPORTED BY 3" DIA. PILES THAT EXTEND FROM THE BOTTOM EDGE OF THE FOOTING TO THE 25' FILL TO BE PLACED PER PLAN. SEE SHADDED AREA.

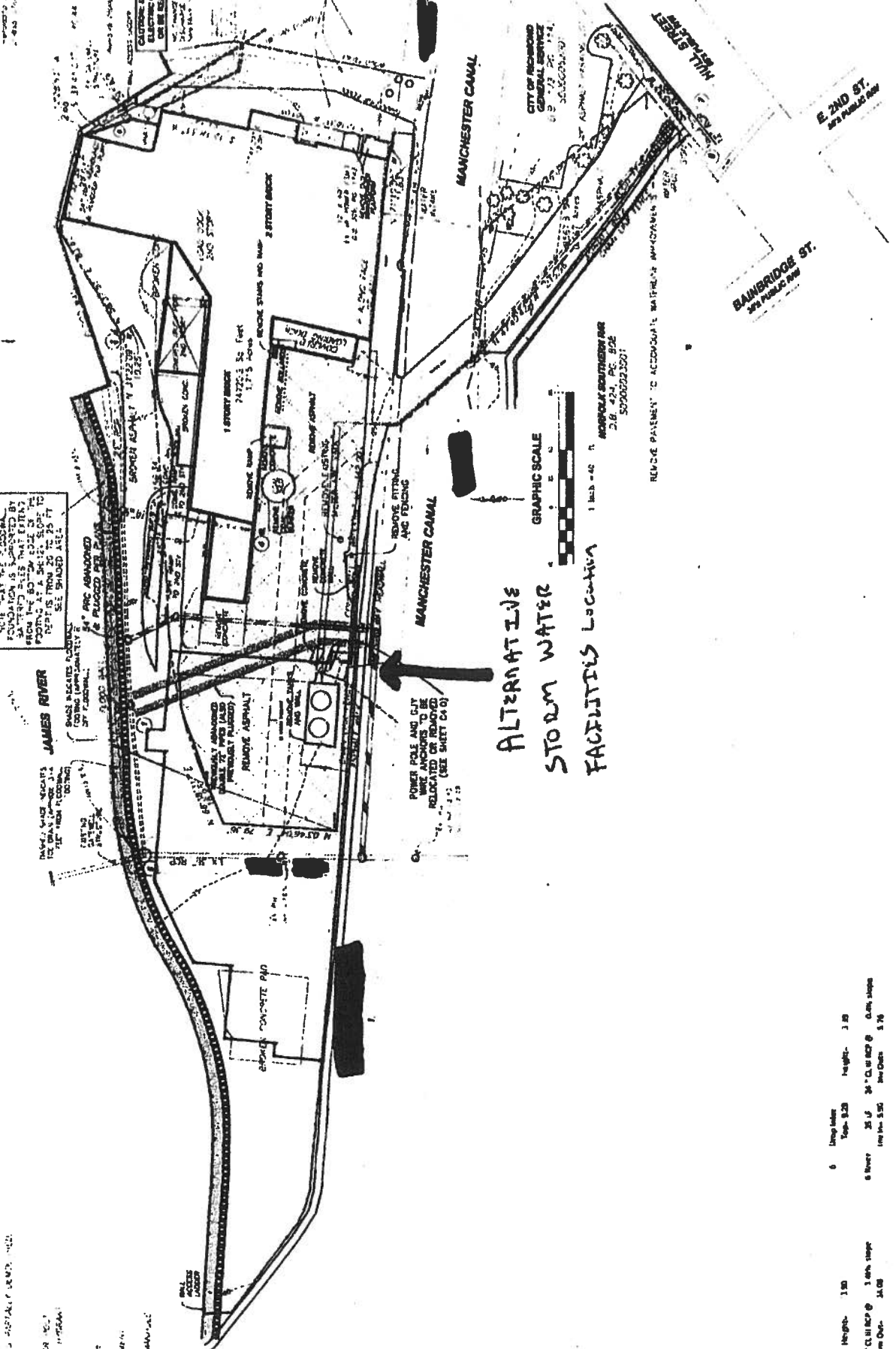
EXISTING ELECTRIC UNDERGROUND ELECTRIC CONDUITS TO REMAIN OR BE REPLACED OR DELETED.

CITY OF BOSTON PUBLIC WORKS 3.8.14.13 1.1.15

CITY OF BOSTON GENERAL SERVICE 0.9.13.13 2.1.1.1

EXISTING STORMWATER FACILITIES TO BE REPLACED OR MODIFIED AS SHOWN ON THIS SHEET.

DATE: 09/11/13  
BY: [NAME]  
PROJECT: [NAME]  
SHEET: [NAME]



ALTERNATIVE  
STORM WATER  
FACILITIES LOCATION

GRAPHIC SCALE  
1 inch = 40 feet

MORNING STAR  
3.8.14.13 1.1.15

REMOVE FITTING AND FENCING

BALMBRIDGE ST.  
302 PUBLIC ROW

E. 2ND ST.  
302 PUBLIC ROW

Height	Top	Height
1.10	3.85	1.15
1.15	3.90	1.20
1.20	3.95	1.25