

INTRODUCED: December 14, 2015

AN ORDINANCE No. 2015-264

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a Utilities Agreement between the City of Richmond and Fulton Hill Properties, LLC, for the purpose of facilitating the relocation of an existing City sewer utility easement.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 11, 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a Utilities Agreement between the City of Richmond and Fulton Hill Properties, LLC, for the purpose of facilitating the relocation of an existing City sewer utility easement. Such Utilities Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 11 2016 REJECTED: _____ STRICKEN: _____

§ 2. That the acquisition of the interest in real estate identified in the Utilities Agreement between the City of Richmond and Fulton Hill Properties, LLC, is needed for the public purpose of providing sewer facilities.

§ 3. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute those attachments attached to the Utilities Agreement between the City of Richmond and Fulton Hill Properties, LLC, that require execution by the City, provided that such attachments must first be approved as to form by the City Attorney and must be substantially in the form of the documents attached to this ordinance.

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



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST

DEC 4 2015

4-4654
Chief Administration Office
City of Richmond

DATE: December 3, 2015

EDITION: 1

TO: The Honorable Members of City Council

THRU: Dwight C. Jones, Mayor

THRU: Selena Cuffee-Glenn, Chief Administrative Officer

THRU: John J. Buturla, Deputy Chief Administrative Officer

THRU: Robert C. Steidel, Director of Public Utilities

FROM: Rosemary H. Green, Deputy Director, Public Utilities

RE: **Approval for Chief Administrative Officer to Enter into a Utility Agreement, Authorize Acceptance and Termination of Utility Easements related to CSO project CSO 028E**

DEC 10 2015

ATTORNEY

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to enter into a Utility Agreement and to approve and accept a Utility Easement from Fulton Hills Properties, LLC (FHP) over Carlisle Avenue. The property is described as Parcel ID# E000-2400-072. The street was previously closed via Ord. No. 2000-90-230. And to further authorize the Chief Administrative Officer to Release and Terminate an Existing Easement over a portion of property described as Parcel ID# E000-1792-041 previously created in Ord. No. 2001-108-93. Termination of the existing easement will release the property and all utility facilities within the easement to FHP.

REASON: The Department of Public Utilities' CSO Long Term Control plan requires the separation of the Combined Sewer System in Fulton Hills and needs the easement in Carlisle Avenue to allow separate sanitary and storm sewer pipes to be installed in this private street.

RECOMMENDATION: The City Administration recommends adoption of this Ordinance

BACKGROUND: This project is a component of Special Order 13, Lower Gillies Creek Conveyance, of the City's 2005 Phase III Combined Sewer Overflow Special Order by Consent issued by the Virginia State Water Control Board. This component of Special Order 13 will result in the separation of combined sewer for approximately 37 acres in the Fulton Hill area of the City and Gillies Creek watershed. A permanent easement is required for this project to facilitate the installation and allow for future maintenance of separated sanitary and storm sewer systems in the private portion of Carlisle Avenue. Completion of this project, also known as CSO 28E Separation Project, will allow for the existing CSO easement on Parcel ID# E000-1792-041, to be vacated.

FISCAL IMPACT/COST: Failure to secure the new easement in Carlisle Avenue would result in a more costly separation project for the Wastewater Utility and loss of the corresponding matching grant funds from the DEQ. Failure to terminate the existing easement will jeopardize economic development in this area of Fulton Hill.

FISCAL IMPLICATIONS: The Department of Public Utilities has received a grant from the DEQ for 50% of the currently proposed project cost.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Grant awarded funds for 50% of the project cost.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: December 14, 2015

CITY COUNCIL PUBLIC HEARING DATE: January 11, 2016

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Economic Development (December 15, 2015).

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Planning Commission (December 21, 2015)

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

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. No. 2000-90-230, Ord. No. 2001-108-93

REQUIRED CHANGES TO WORK PROGRAMS(S): None

ATTACHEMENTS: Utility Agreement, Easement for CSO 028E, Plat showing the Proposed Utility Easement for CSO 028E, Termination of Easement for CSO 028E, Plat showing the Existing Sewer Easement to be Vacated, Ord. No. 2000-90-230, Ord. No. 2001-108-93

STAFF: John J. Buturla, DCAO - Operations
Lee Downey, DCAO – Economic Development
Quinton L. Nottingham, Jr., DPU
Daniel W. Thompson, PDR

UTILITIES AGREEMENT

This Utilities Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between Fulton Hill Properties, LLC ("FHP"), a Virginia limited liability company, and the City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia.

PRELIMINARY STATEMENTS

WHEREAS, FHP holds fee simple title to two parcels of real property situated in the city of Richmond, Virginia, known as 1000 A Carlisle Avenue ("Property A") and 4907 Goddin Court ("Property B") and designated as Tax Parcel Numbers E0002400072 and E0001792041 respectively (collectively the "Properties"); and

WHEREAS, FHP intends to convey to the City a full-width, permanent utility easement (the "New Easement") for the construction, operation and maintenance of various City utility lines along a portion of Carlisle Avenue located within Property A; and

WHEREAS, in exchange for conveyance of the New Easement, FHP requests that the City, and the City is willing, i) to release and terminate an existing 16-foot wide sewer utility easement and a portion of an existing 40-foot wide sewer utility easement, both on Property B (the "Existing Easements"), and ii) to perform certain work in Carlisle Avenue.

NOW, THEREFORE, for and in consideration of the mutual benefits resulting from the undertakings of the parties hereto set forth in this Agreement, the City and FHP agree as follows:

- 1.0 **Preliminary Statements.** The foregoing Preliminary Statements are true and correct and are incorporated herein by reference.
- 2.0 **Definitions.** Words, terms and phrases used in this Agreement shall have the meanings ascribed to them by the sections below, unless the context clearly indicates that another meaning is intended.
- 2.1 **Agreement.** "Agreement" means this "Utilities Agreement."
- 2.2 **City.** "City" means the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.
- 2.3 **City Construction Project.** "City Construction Project" means the City's CSO028E sewer separation project, including but not limited to construction of the New Facilities.
- 2.3 **Deed of Dedication.** "Deed of Dedication" means the Deed of Utility Easement Agreement by which FHP intends to convey the New Easement to the City, which deed will be substantially in the form as set forth in "Attachment A" (attached hereto).

- 2.4 Deed of Release.** "Deed of Release" means the Deed of Release and Termination of Utility Easement Agreement by which the City intends to convey its rights in both the Existing Easements and the Existing Facilities to FHP, which deed will be substantially in the form as set forth in "Attachment B" (attached hereto).
- 2.5 Deeds.** "Deeds" means the Deed of Dedication and the Deed of Release collectively.
- 2.6 Existing Easements.** "Existing Easements" means both an existing 16-foot wide sewer utility easement and a portion of another 40-foot wide sewer utility easement held by the City on Property B, as more particularly described in the Deed of Release.
- 2.7 Existing Facilities.** "Existing Facilities" means those utility facilities and associated appurtenances lying within the Existing Easements.
- 2.8 FHP.** "FHP" means Fulton Hill Properties, LLC, a Virginia limited liability company.
- 2.9 New Easement.** "New Easement" means a full-width, permanent utility easement along a portion of Carlisle Avenue, as more particularly described in the Deed of Dedication, that FHP intends to convey to the City by the terms of this Agreement.
- 2.10 New Facilities.** "New Facilities" means one 24-inch storm sewer line and one 8-inch sanitary sewer line, and associated appurtenances,, that the City intends to construct along Carlisle Avenue from Union Street to Gilliam Street once the City obtains the New Easement.
- 2.11 Parties.** "Parties" means the City and FHP collectively.
- 2.12 Property A.** "Property A" means that property held in fee simple by FHP in Richmond, Virginia, known as 1000 A Carlisle Avenue.
- 2.13 Property B.** "Property B" means that property held in fee simple by FHP in Richmond, Virginia, known as 4907 Goddin Court.
- 2.14 Properties.** "Properties" means Property A and Property B collectively.
- 3.0 FHP Obligation.** Concurrent with the execution of this Agreement, FHP shall grant the New Easement to the City pursuant to and by delivering to the City a fully executed, notarized and properly authorized Deed of Dedication.
- 4.0 City Obligations.** In exchange for the New Easement, and in accordance with the terms set forth in this section, the City agrees, i) to release and terminate the Existing Easements on Property B, and ii) to perform certain work in Carlisle Avenue intended to support the construction by FHP of a residential development within the Properties. The City further agrees to initiate the procurement process for the City Construction Project within thirty (30) days of its receipt of the executed Deed of Dedication from FHP and to diligently pursue completion of such project.

- 4.1 Release and Termination of Existing Easements.** Subject to approval by the Richmond City Council, the City will release and terminate the Existing Easements pursuant to and by delivering to FHP a fully executed, notarized and properly authorized Deed of Release.
- 4.1.1 Timing of Release and Termination.** The City will not execute the Deed of Release until forty-five (45) days have passed from either, i) the date on which the City disconnects all applicable portions of the Existing Facilities from the manhole at the intersection of Gilliam Street and Orleans Street, or ii) the date on which the City removes from the ground that section of 24-inch pipe from the 40-foot wide sewer easement that is part of the Existing Easements, whichever occurs later. The areas for this work are more particularly shown on that certain plat entitled, "Construction Sheet No. CC4A, Storm Plan and Profiles, Carlisle Ave STA 11+50 to 15+19.13," prepared by Greeley and Hansen, LLC, and dated December 3, 2015, attached hereto and incorporated herein as "Attachment C."
- 4.2 Restoration of Carlisle Avenue.**
- 4.2.1 Restoration Within the New Easement.** The City agrees, but only in accordance with the terms set forth in the Deed of Dedication, to restore or replace with cobblestones those applicable portions of Carlisle Avenue within the bounds of the New Easement.
- 4.2.2 Restoration Beyond the New Easement.** The City agrees to restore or replace with cobblestones any portion of Carlisle Avenue beyond the bounds of the New Easement, but within the Properties, that the City disturbs by its construction of the New Facilities.
- 4.3 City Construction of Sanitary Sewer Manholes with Stub Pipes.** The City agrees to construct two (2) sanitary sewer manholes with stub pipes as part of the New Facilities, the locations of which manholes are more particularly shown in the drawings entitled "Sanitary Plan and Profiles BC3 and BC5," prepared by Greeley and Hansen, dated December 1, 2015, and attached hereto and incorporated herein as "Attachment D."
- 4.3.1 Stub Pipe Dimensions.** The stub pipes referenced in paragraph 4.3 above will extend approximately four (4) feet from the outer edge of their accompanying manholes.
- 5.0 Capacity of the New Facilities.** The New Facilities will possess the capacity to handle all the flow currently accommodated in the Existing Facilities.
- 6.0 Water Service.** The City anticipates that at the time FHP begins construction of its residential development on the Properties, City water service will be available in close proximity to such development.

7.0 General Terms and Conditions.

7.1 Entire Agreement. This Agreement and the Deeds referenced herein contain the entire understanding between the Parties and supersede any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

7.2 No Agency, Joint Venture or Other Relationship. Neither the execution of this Agreement nor the performance of any act or acts pursuant to the provisions hereto shall be deemed to have the effect of creating between the Parties any relationship of principal and agent, partnership, or relationship other than the relationship established by this Agreement.

7.3 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, in no event may this Agreement or any of the rights, benefits, duties or obligations of the Parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither of the Parties shall be obligated to give and which consent either of the Parties may reasonably condition so as to protect their interests under this Agreement.

7.4 No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement, the Parties hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no individual or entity shall obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

7.5 Governing Law and Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

7.6 Severability. If any clause or provision of this Agreement is declared to be invalid by any

court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force.

- 7.7 Modifications.** This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each party of this Agreement.
- 7.8 Notices.** Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows:

If to FHP:

Margaret Freund
President
1000 Carlisle Avenue
Richmond, Virginia 23231

With a copy to:
Andrew M. Condlin
Roth Doner Jackson PLC
919 E. Main Street
Suite 2110
Richmond, Virginia 23219

If to the City:

Rosemary Green
Deputy Director
Department of Public Utilities
City of Richmond
400 Jefferson Davis Highway
Richmond, Virginia 23224

with a copy of the signed written notice sent to:

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

Either party may change any of its contact and address information given above by giving notice in writing stating its new address to the other party.

- 7.9 Waiver.** The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RICHMOND

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

Approved as to form:

BY: _____
Allen L. Jackson, City Attorney
City of Richmond, Virginia

FULTON HILL PROPERTIES, LLC

BY: _____

Name: _____

Title: _____

Attachments:

- A – Deed of Utility Easement Agreement
- B – Deed of Release and Termination of Utility Easement Agreement
- C – Construction Sheet No. CC4A
- D – Sanitary Plan and Profiles BC3 and BC5

Attachment A (to Utilities 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 23219

CITY OF RICHMOND, VIRGINIA
TAX MAP NO: E0002400072

DEED OF UTILITY EASEMENT AGREEMENT

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

EXEMPTION FROM TAXES

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

This Agreement shall run with the land and be binding upon GRANTOR's heirs, successors and assigns in title. Each individual executing this Agreement represents that he or she is duly authorized to bind GRANTOR or GRANTEE, as the case may be, to the terms and provisions of this Deed.

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

FULTON HILL PROPERTIES, LLC, a Virginia limited liability company

BY: _____

Margaret Freund, President

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

I, _____, Notary Public in and for the City/County and State aforesaid, do hereby certify that _____, whose name is signed to the foregoing Deed of Utility Easement Agreement, bearing date _____ day of _____, 20____, personally appeared before me in my City/County and State aforesaid and acknowledged the same to be their act and deed.

Given under my hand this _____ day of _____, 20____.

Notary Public

Notary Registration Number: _____

My commission expires: _____

This foregoing Deed of Utility Easement Agreement from Fulton Hill Properties, LLC, is hereby accepted the ____ day of _____, 20____, pursuant to authority granted by Section 26-42 of the 2004 Richmond City Code.

CITY OF RICHMOND (GRANTEE)

By: _____

Selena Cuffee-Glenn

Chief Administrative Officer

City of Richmond, Virginia

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

I, _____, Notary Public in and for the City/County and State aforesaid, do hereby certify that _____, whose name is signed to the foregoing Deed of Utility Easement Agreement, bearing date _____ day of _____, 20____, personally appeared before me in my City/County and State aforesaid and acknowledged the same to be her act and deed.

Given under my hand this ____ day of _____, 20____.

Notary Public

Notary Registration Number: _____

My commission expires: _____

Approved as to Form:

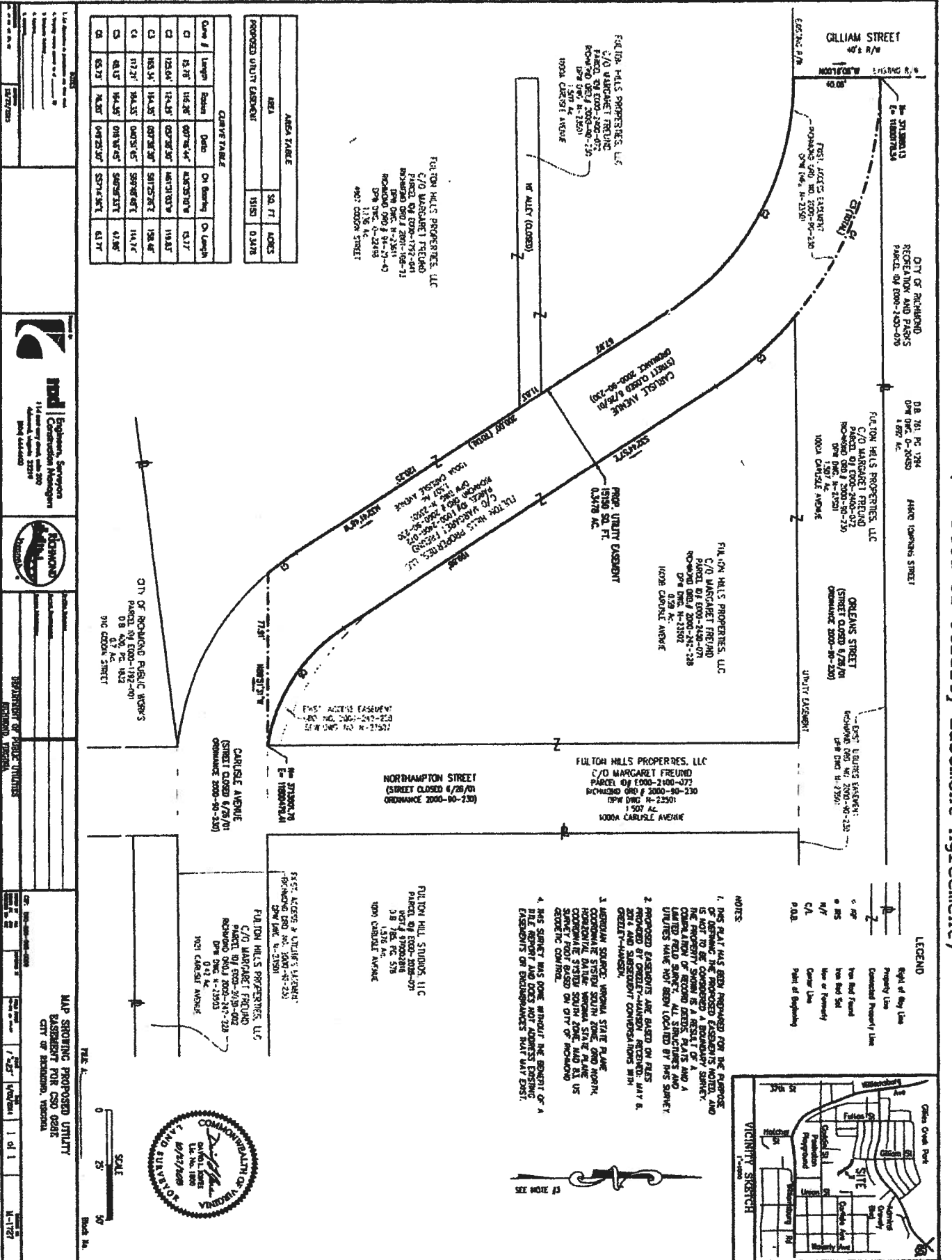
By: _____

Neil Gibson

Assistant City Attorney

City of Richmond, Virginia

Attachment A (to Deed of Utility Easement Agreement)



SURVEYED BY
SUPERVISED BY
DESIGNED BY

Attachment B (to Utilities 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 23219

CITY OF RICHMOND, VIRGINIA
TAX MAP NO: E0001792041 and E0002400072

DEED OF RELEASE AND TERMINATION OF UTILITY EASEMENT AGREEMENT

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

RECITALS

WHEREAS, GRANTEE is the owner of certain real property located in the City of Richmond, Virginia, designated as Tax Parcel Nos. E0001792041 and E0002400072 and being portions of the same real estate conveyed to GRANTEE by deeds recorded in the Clerk's office of the Circuit Court of the City of Richmond (the "Clerk's Office") as Instrument Nos. 01-012866 and 01-016977 (the "Properties"); and

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

WHEREAS, GRANTEE has conveyed to GRANTOR a new full-width sewer utility easement within the Properties (the "New Easement") by deed dated _____ and recorded in the Clerk's Office as Instrument No. _____, the location of which New Easement is shown on that certain plat entitled **Map Showing Proposed Utility Easement for CSO 028E**, prepared by **NXL Engineers, Surveyors, Construction Managers**, dated **June 5, 2014**, and marked as "Attachment B;" and

WHEREAS, GRANTOR, having, i) constructed new sewer facilities (the "New Facilities") upon and beneath a length of Carlisle Avenue, from its intersection with Gilliam Street to its intersection with Union Street, in the City of Richmond, Virginia, to replace existing sewer facilities (the "Existing Facilities") in the Existing Easements; ii) disconnected the Existing Facilities from the manhole at the intersection of Gilliam Street and Orleans Street and removed a section of 24-inch pipe from the 40-foot wide sewer easement that is part of the

Existing Easements, the areas of which work are more particularly shown on that certain plat entitled, "Construction Sheet No. CC4A, Storm Plan and Profiles, Carlisle Ave STA 11+50 to 15+19.13," prepared by Greeley and Hansen, LLC and dated December 1, 2015, attached hereto and incorporated herein as "Attachment C;" and iii) determined the operation of the New Facilities to be satisfactory, no longer has need of the Existing Easements; and

WHEREAS, pursuant to the terms of Ordinance No. _____, adopted by the Richmond City Council on _____ and attached hereto as "Attachment D," GRANTOR has agreed to vacate, abandon and convey and release to GRANTEE the Existing Facilities, as well as use of the area on the Properties subject to the Existing Easements, all as more particularly set forth in this Agreement.

AGREEMENT

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RICHMOND (GRANTOR)

Approved as to form:

BY: _____

BY: _____

Selena Cuffee-Glenn

Neil Gibson

Chief Administrative Officer

Assistant City Attorney

City of Richmond, Virginia

City of Richmond, Virginia

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

I, _____, Notary Public in and for the City and State aforesaid, do hereby certify that Selena Cuffee-Glenn, whose name is signed to the foregoing agreement, bearing date of the _____ day of _____, 20____, personally appeared before me in my City and State aforesaid and acknowledged the same to be her act and deed.

Given under my hand this _____ day of _____, 20____.

Notary Public

Notary Registration Number: _____

My commission expires: _____

FULTON HILL PROPERTIES, LLC (GRANTEE)

BY: _____

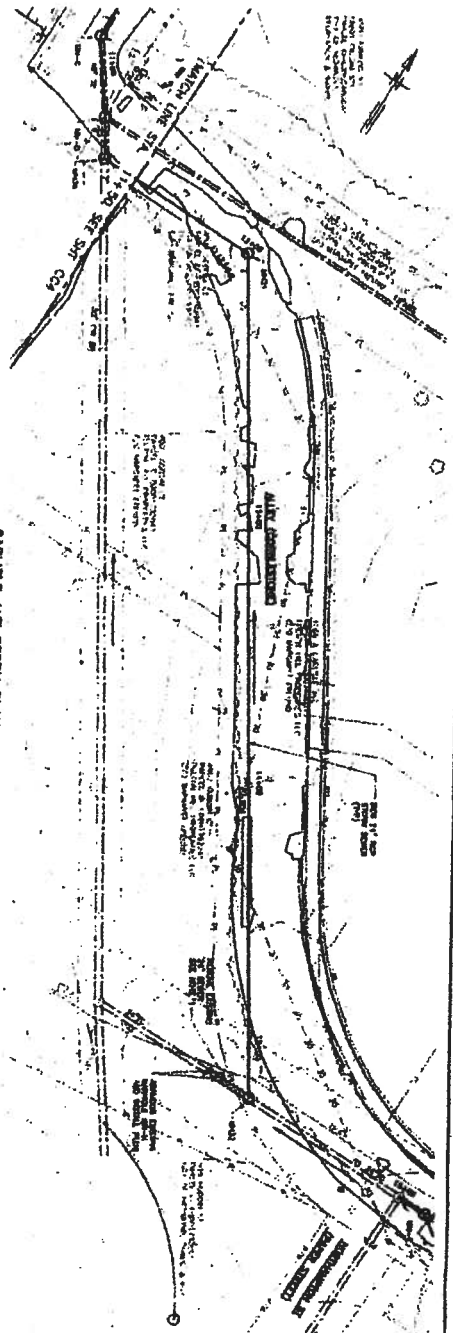
Name: _____

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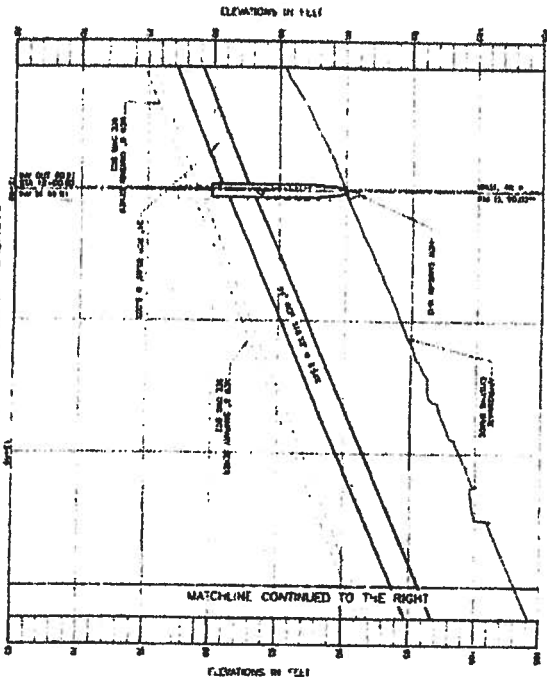
SURVEYED BY
SUPERVISED BY
DESIGNED BY



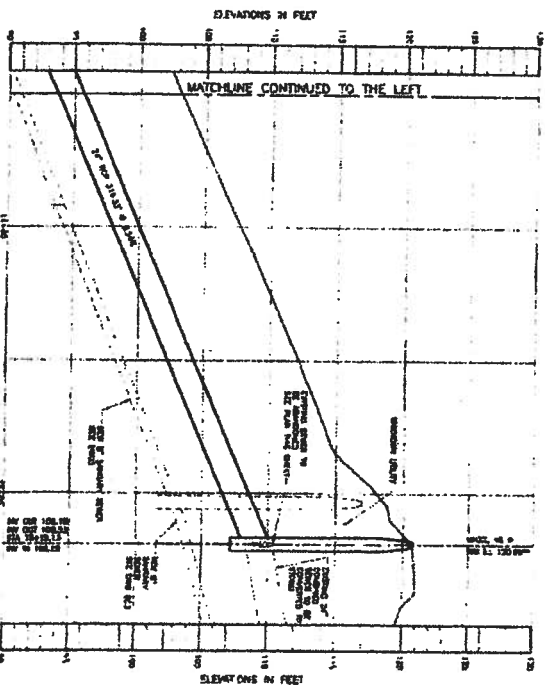
Attachment C (to Deed of Release Agreement)



CARLISE AVE STORM PLAN
SCALE: 1"=50'



CARLISE AVE STORM PROFILE
SCALE: 1"=10'



CARLISE AVE STORM PROFILE
SCALE: 1"=10'

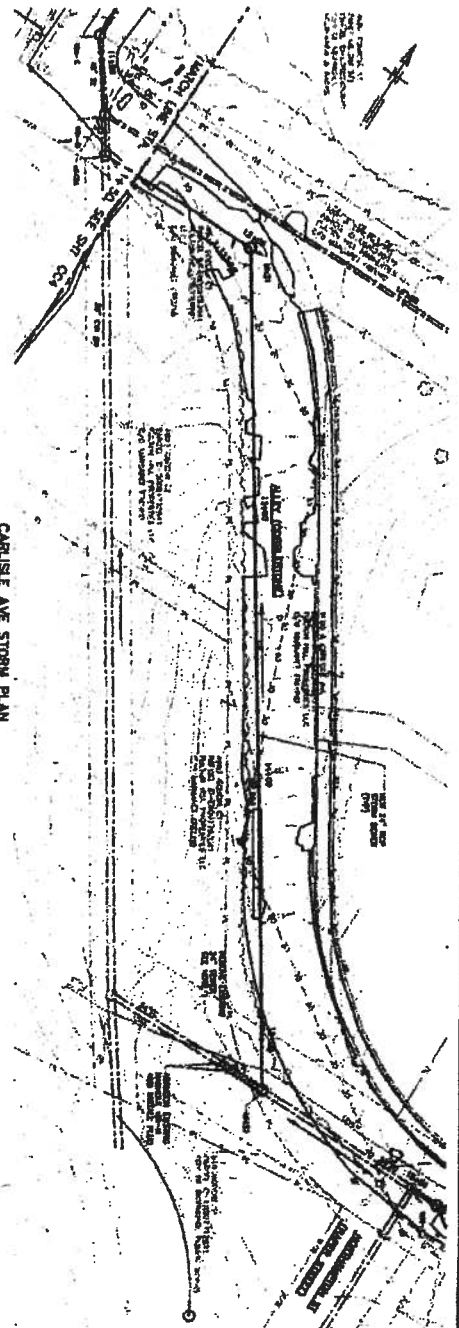
- NOTES:**
1. EXISTING STORM SEWER, 12" DIA. STORM DRAIN, AND 18" DIA. STORM DRAIN, ARE SHOWN AS DASHED LINES.
 2. ALL NEW CONSTRUCTION AND RECONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
 3. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
 4. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
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 10. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.

DESIGNED BY [Signature] [Name] [Title] [Firm Name] [Address] [City, State, Zip] [Phone Number]		DATE [Date]	
PROJECT [Project Name]		SCALE [Scale]	
APPROVED BY [Signature] [Name] [Title] [Firm Name]		DATE [Date]	
REVISIONS		NOTES	
1. [Revision Description] 2. [Revision Description] 3. [Revision Description]		1. [Note Description] 2. [Note Description] 3. [Note Description]	
PROJECT INFORMATION		CLIENT INFORMATION	
CITY OF [City Name] DEPARTMENT OF [Department Name] [Address] [City, State, Zip]		[Client Name] [Address] [City, State, Zip]	
PROJECT DESCRIPTION		PROJECT LOCATION	
[Project Description]		[Project Location]	
PROJECT STATUS		PROJECT CONTACT	
[Project Status]		[Project Contact]	
PROJECT BUDGET		PROJECT SCHEDULE	
[Project Budget]		[Project Schedule]	
PROJECT RISK		PROJECT COMPLIANCE	
[Project Risk]		[Project Compliance]	
PROJECT SUMMARY		PROJECT CONCLUSION	
[Project Summary]		[Project Conclusion]	

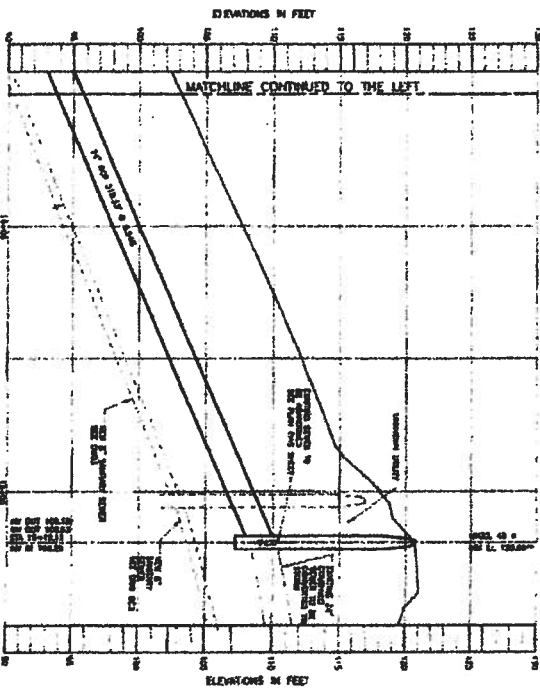
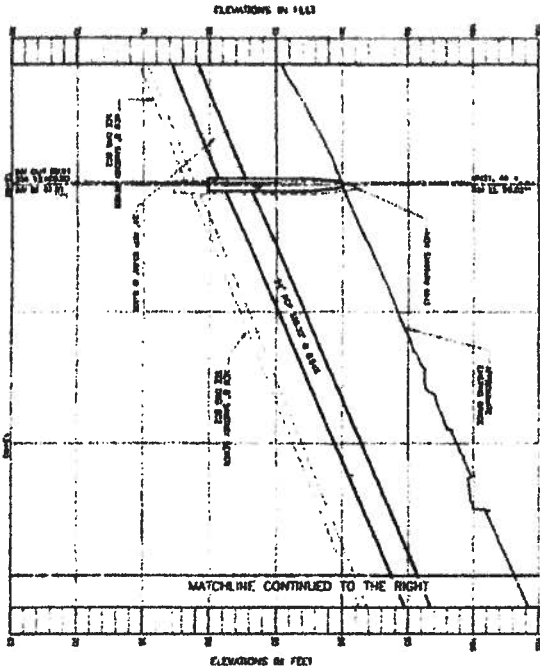
Attachment D (to Deed of Release Agreement)

(Ordinance to be provided)

Attachment C (to Utilities Agreement)



CARLISE AVE STORM PLAN



CARLISE AVE STORM PROFILE

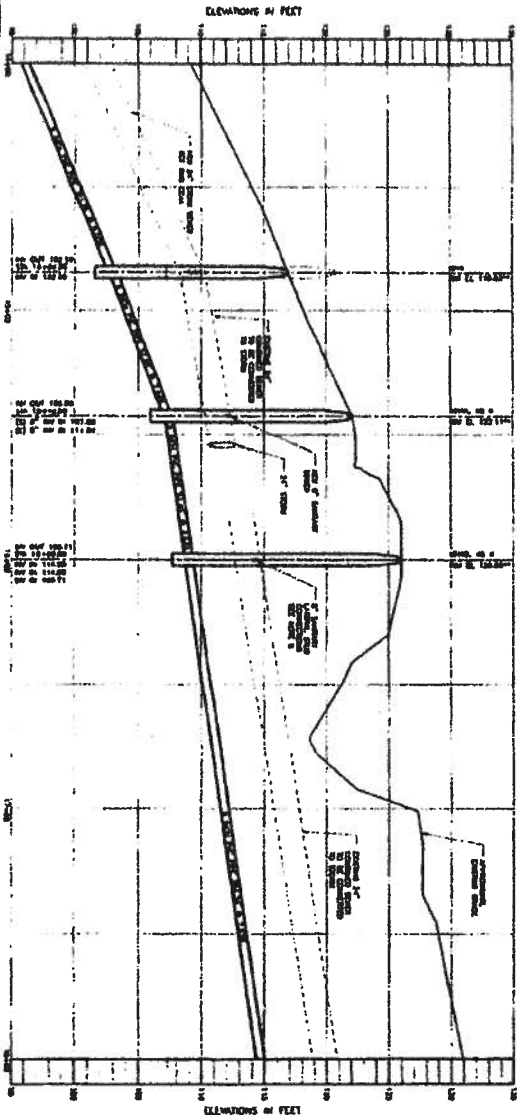
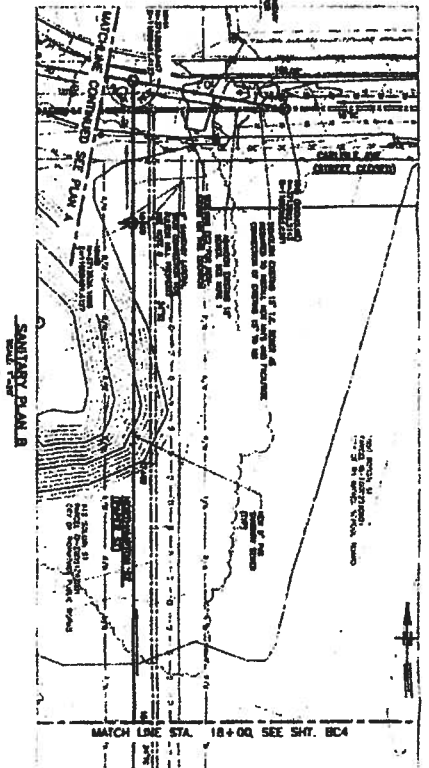
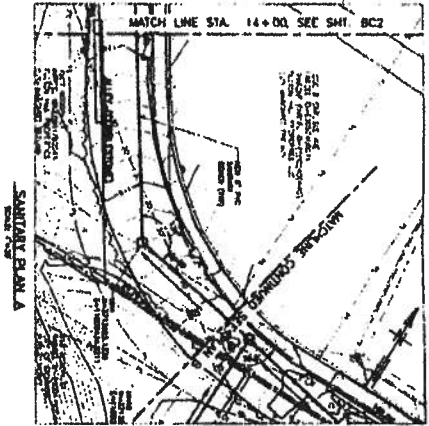
CARLISE AVE STORM PROFILE

DESIGNER CARLISE AVE STORM PROJECT 11-15-13		CITY OF BIRMINGHAM, ALABAMA DEPARTMENT OF PUBLIC UTILITIES 150 CONTROL PROGRAM 1500 CONTROL PROGRAM		SCALE 1" = 10'	
PROJECT CARLISE AVE STORM PROJECT 11-15-13		DATE 11-15-13		STATION 11+50 TO 15+18.13	
PROJECT CARLISE AVE STORM PROJECT 11-15-13		DATE 11-15-13		STATION 11+50 TO 15+18.13	

- NOTES**
1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 2. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
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 9. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 10. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

CC4A

Attachment D (to Utilities Agreement)
(sheet 1 of 2)

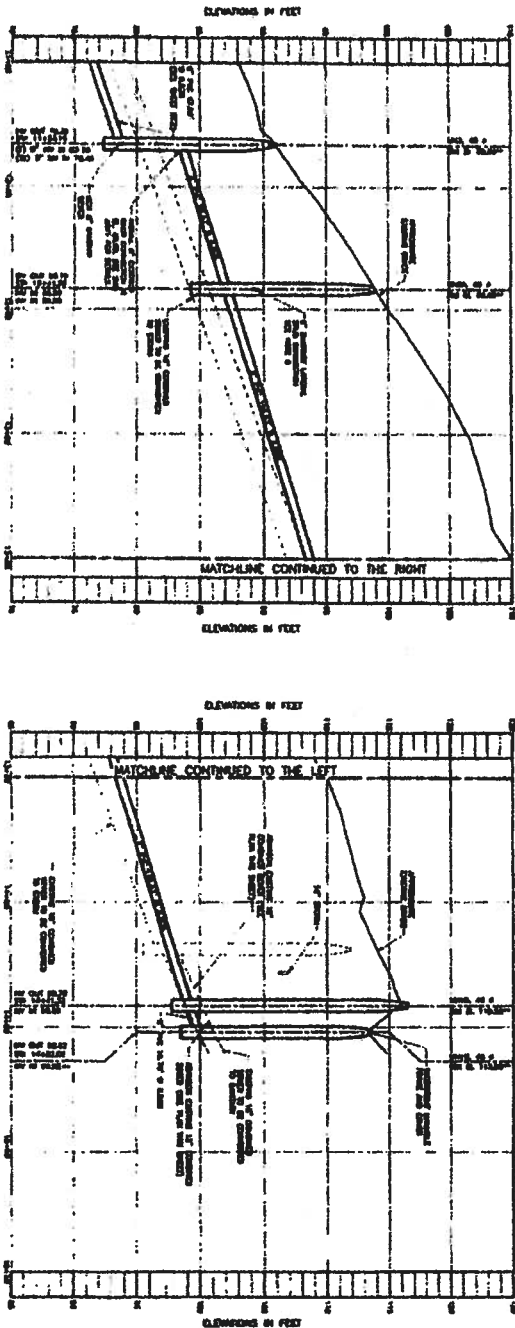
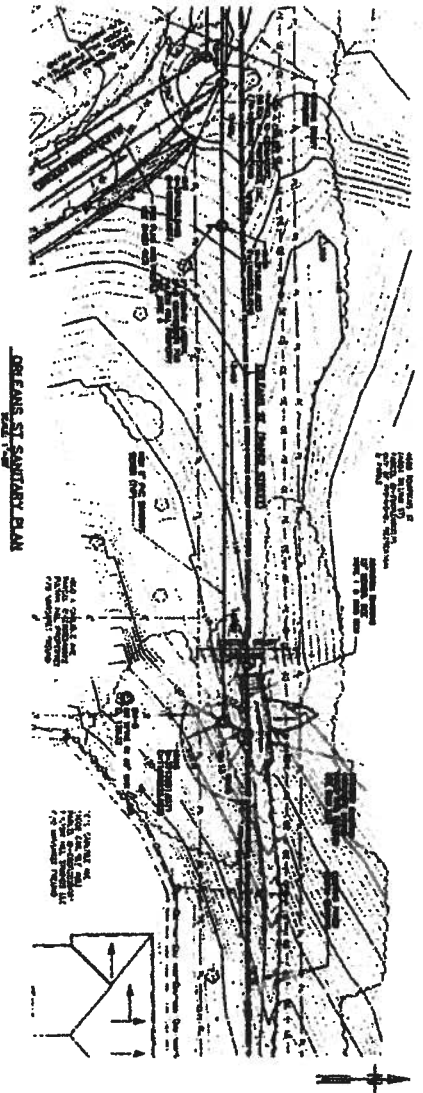


- NOTE:**
1. ALL ELEVATIONS AND PROFILES ARE BASED ON THE DATUM OF 1985.
 2. ALL ELEVATIONS AND PROFILES ARE BASED ON THE DATUM OF 1985.
 3. ALL ELEVATIONS AND PROFILES ARE BASED ON THE DATUM OF 1985.
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 9. ALL ELEVATIONS AND PROFILES ARE BASED ON THE DATUM OF 1985.
 10. ALL ELEVATIONS AND PROFILES ARE BASED ON THE DATUM OF 1985.

Sanitary Plan and Profiles STA 14+00 TO 18+00		BC3 SHEET 1 OF 2
CITY OF SALT LAKE COUNTY DEPARTMENT OF PUBLIC UTILITIES CSO OGRE SEPARATION PROJECT		
SCALE: 1" = 40' (PLAN) 1" = 10' (PROFILE)		
DRAWN BY: [Signature] CHECKED BY: [Signature]		

Attachment D (to Utilities Agreement)

(sheet 2 of 2)



- NOTES:**
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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 15. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

SANITARY ENGINE
CITY OF SAN FRANCISCO
DEPT. OF PUBLIC WORKS
CSD CONTROL PROGRAM
CSD 2222 SEPARATION PROJECT

SANITARY PLAN AND PROFILE
DRAWING NO. SD 11-4518 TO 11-4520

BC5