

INTRODUCED: April 8, 2019

AN ORDINANCE No. 2019-104

To declare a public necessity for and to authorize the acquisition of 0.088± acres of real property at or in the immediate vicinity of 390 South 11th Street for the public purpose of extending the Canal Walk between South 11th Street and South 10th Street to provide pedestrian access to South 10th Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 22 2019 AT 6 P.M.

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of approximately 0.088 acres of real property at or in the immediate vicinity of 390 South 11th Street, with Tax Parcel No. E000-0038/003 in the 2019 records of the City Assessor, as more particularly shown on Sheet 3 of a drawing entitled “Boundary Line Adjustment between Parcel ID: E0000038002, Parcel ID: E0000038001 & Parcel ID: E0000038003, Known as 321 S. 10th Street, 330 S. 11th Street & 390 S. 11th Street Respectively City of Richmond, Virginia,” prepared by H&B Surveying and Mapping, LLC, and dated October 10, 2018, a copy of which is attached to this ordinance, for the public purpose of extending the

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: APR 22 2019 REJECTED: _____ STRICKEN: _____

Canal Walk between South 11th Street and South 10th Street to provide pedestrian access to South 10th Street;

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That a public necessity exists for the acquisition of approximately 0.088 acres of real property at or in the immediate vicinity of 390 South 11th Street, with Tax Parcel No. E000-0038/003 in the 2019 records of the City Assessor, as more particularly shown on Sheet 3 of a drawing entitled “Boundary Line Adjustment between Parcel ID: E0000038002, Parcel ID: E0000038001 & Parcel ID: E0000038003, Known as 321 S. 10th Street, 330 S. 11th Street & 390 S. 11th Street Respectively City of Richmond, Virginia,” prepared by H&B Surveying and Mapping, LLC, and dated October 10, 2018, a copy of which is attached to and incorporated into this ordinance, for the public purpose of extending the Canal Walk between South 11th Street and South 10th Street to provide pedestrian access to South 10th Street.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to acquire such real property from The Locks Tower I LLC for a purchase price not to exceed \$1,800,000.00 and to execute the deed and such other documents as may be necessary to complete the acquisition of such real property, provided that the deed and such other documents must first be approved as to form by the City Attorney or the designee thereof and that the purchase agreement for the purchase of this real property shall be substantially in the form of the document entitled “Real Estate Purchase Agreement” attached to this ordinance.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-8667
MAR 13 2019
Office of the Chief Administrative Officer

O&R REQUEST

RECEIVED

DATE: March 5, 2019

EDITION: 1
MAR 29 2019

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Robert Steidel, Deputy Chief Administrative Officer - Operations

THROUGH: Bobby Vincent Jr., Director
Department of Public Works

THROUGH: M.S. Khara, P.E., City Engineer
Department of Public Works

THROUGH: Brian Copple, Right of Way Manager
Department of Public Works

FROM: James Ellis, P.E., Development Engineer
Department of Public Works

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER (CAO) TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF RICHMOND AND THE LOCKS TOWER I, LLC.

ORD. OR RES No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute a real estate purchase agreement between the City Of Richmond and The Locks Tower I, LLC (Developer) to allow a portion of the Developer's property to be purchased by the City of Richmond per attached agreement.

REASON: The Developer owns the property between 11th Street and 10th Street north of Haxall Canal. The City will purchase the portion of Developer's Property including improvements to extend the existing Canal Walk between 11th Street and 10th Street to provide pedestrian access to 10th Street.

RECOMMENDATIONS: Public Works recommends adoption of this Ordinance.

BACKGROUND: The Richmond Canal Walk improvements are defined as enhancements along the Kanawha Canal and Haxall Canal as required under the Richmond Riverfront Development Agreement executed in 1994.

Phase I of the Canal Walk Improvements were completed in 2015 by the City that included improvements (pedestrian bridge, lighting, brick and concrete sidewalk) along the Canal Walk from 12th Street to 11th Street. Phase II is a continuation of these improvements between 11th Street and 10th Street.

The Developer owns the property between 11th Street and 10th Street where the Phase II improvements are proposed. Additionally, the Developer's property contains a planned ten story residential and commercial tower located near the intersection of Byrd Street and 10th Street. This development (The Locks Tower I, LLC) is currently under construction.

Upon completion of the Locks Tower I, LLC, there will be very limited to no construction access available for the City or the Developer to construct Phase II between 11th Street and 10th Street. The Developer has agreed to construct these Phase II improvements according to approved construction plans dated October 31, 2018 (DPW Dwg. # N-028722), on their property.

In order to complete the Phase II improvements per the Richmond Riverfront Development Agreement, a portion of the Developer's Property between 11th Street and 10th Street must be acquired.

The City will acquire this portion of the Developer's Property (0.088 acres) together with the improvements from the Developer utilizing the budgeted City and State funds at a cost not to exceed \$1.8M as stipulated per the attached Agreement.

FISCAL IMPACT/COST: No Impact / \$1.8M cost. This has been budgeted in previous years City CIP budget funded through City and State funds (State Funds = \$766,385).

FISCAL IMPLICATIONS: None anticipated.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: April 8, 2019

CITY COUNCIL PUBLIC HEARING DATE: April 22, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: None

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Planning Commission

AFFECTED AGENCIES: Public Works; Public Utilities; City Attorney's Office; Planning and Development Review; Economic Development; Assessor; Finance; Fire Department; Police Department, Mayor's Office, CAO's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): Once acquired, public improvements will be maintained by Venture Richmond per the Richmond Riverfront Development Agreement executed in 1994.

ATTACHMENTS: Real Estate Purchase Agreement

STAFF:

Prepared for Bobby Vincent, Jr., Director DPW

Prepared by James Ellis, P.E. – Development Engineer– DPW

646-0435

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (hereinafter "Agreement") dated April 26 2019 2019, is made and entered by and between THE LOCKS TOWER I, LLC, a Virginia limited liability company ("Seller") and CITY OF RICHMOND, VIRGINIA, a municipal corporation of the Commonwealth of Virginia ("Purchaser" or "City").

WHEREAS, Seller owns that certain real property located in the City of Richmond, Virginia containing part of the City's Capital Improvement Project, Canal Walk Improvement Phase 2; and

WHEREAS, Seller intends to construct within such portion of real property as shown on Exhibit "A" attached hereto, sidewalk, staircase, concrete sidewalk, lighting, planters, decorative railing, retaining walls, foundation system, concrete stamp ramp, steel beam structures, benches, screening, and utilities constructed within a portion of said real property to extend the existing Canal Walk to connect to 10th Street; and

WHEREAS, upon completion of the construction of such project, Purchaser intends to purchase the Property from Seller for the Purchase Price, each as described below.

THEREFORE, the parties hereto agree as follows:

I. RECITALS

The Recitals above are incorporated herein by reference.

II. PROPERTY DEFINED

The portion of real property and improvements thereon (hereinafter collectively referred to as the "Property"), to be sold by the Seller and purchased by the Purchaser shall be the real property described as "Parcel A-3" consisting of the Parcel A-3 Remainder and Parcel A-3 Add On for a total of 0.088 acres in the aggregate as shown on Sheet 3 and as further described on Sheet 6 of the drawing prepared by H&B Surveying and Mapping, LLC, dated October 10, 2018, and incorporated by reference and attached hereto as Exhibit "A". On or prior to Closing, as hereinafter defined, the Property shall be improved by the Seller substantially in accordance with the plans as shown on drawing prepared by the Timmons Group for the Department of Public Works, designated as DPW Drawing No. O-28722, dated October 31, 2018, and entitled "Canal Walk Phase II", which is incorporated by reference and made a part hereof as Exhibit "B," so as to render the Property in a condition acceptable to the Purchaser in its reasonable discretion, which shall be in no less condition than described on Exhibit "B" including, but not limited to sidewalk, staircase, concrete sidewalk, lighting, planters, decorative railing, retaining walls, foundation system, concrete stamp ramp, steel beam structures, benches, screening, and utilities described therein (the "Required Improvements").

III. PURCHASE PRICE

The "Purchase Price" for the Property shall be One Million Eight Hundred Thousand and no/Dollars (\$1,800,000).

IV. DEPOSIT

The Purchase Price shall be paid by Purchaser in a twenty-five percent (25%) deposit (i.e., \$450,000) (the "Deposit") upon execution of this Agreement, to be held in escrow with GRS Title (the "Closing Agent") pursuant to the Closing Agent's separate form of escrow agreement, and the balance to be paid by Purchaser at Closing as described below.

V. CLOSING

(a) "Closing" of the purchase and sale of the Property shall be contingent upon Seller's compliance with and satisfaction of the contingencies set out in this Agreement, including but not limited to Section VIII herein. Provided Seller has obtained a final or temporary Certificate of Occupancy from the City of Richmond for the site improvements to be made to the Property as described in the Required Improvements (the "CO"), then, Closing shall occur on or before that date which is thirty (30) days after issuance of the CO. At Closing, Seller shall execute and deliver a Special Warranty Deed ("Deed") in a form mutually agreeable to the parties, for recording among the land records in Richmond, Virginia. Purchaser shall simultaneously deposit the Purchase Price and Purchaser's closing costs less the Deposit with the settlement agent who shall hold the Deed and funds pending closing and disbursement in accordance with customary practices.

(b) Title to the Property shall be good and marketable and shall be insurable at regular rates by any title insurance company licensed to issue such insurance in the Commonwealth of Virginia, without exceptions for any monetary liens. Notwithstanding anything contained in this Agreement to the contrary, Seller shall be obligated, at its sole cost and expense, to satisfy at or prior to the Closing all monetary encumbrances effecting the Property as evidenced by deeds of trust, tax liens, judgments, mechanics' liens, or other monetary liens or charges in a fixed sum, and Seller authorizes the use of the Purchase Price or a portion thereof to pay and discharge same at Closing.

(c) Seller shall provide a standard title insurance company form of owner's affidavit to induce the deletion from the title commitment of any exception for parties in possession and for mechanics' or materialmen's liens caused by or arising from work authorized by Seller.

(d) Seller shall provide any other documents customarily required by title insurance companies or as reasonably requested by Purchaser or Purchaser's title insurance company.

(e) Seller shall pay all customary costs of the preparation of the Deed and Virginia's Grantor's tax. Purchaser shall pay recording taxes and title insurance expense. Real estate taxes shall be prorated between Seller and Purchaser as of the date of the Closing.

(f) Seller shall assign to Purchaser all warranties, including but not limited to those required pursuant to Section VIII(f) of this Agreement, from any other party with respect to the Required Improvements or arising from the completion thereof.

(g) Seller shall ensure that Seller's obligations as set forth in Section VI(b) of this Agreement are incorporated as covenants running with the land binding all future owners of the

Seller's properties designated as Parcel A-1 and Parcel A-2 in Exhibit "A" hereto (the "Seller's Property") in the Deed or other document as may be mutually agreed by the parties, which document shall be recorded in the land records for the Seller's Property.

(h) Seller shall convey to Purchaser, at the time of Closing, an access easement for public pedestrian travel over all portions of the Required Improvements, if any, within Seller's properties known as Parcel A-1 and Parcel A-2 in Exhibit "A," including but not limited to, as and to the extent applicable, certain portions of the staircase leading to 10th Street.

(i) Seller shall convey to Purchaser, at the time of Closing, an access easement over the portion of Seller's properties known as Parcel A-1 and Parcel A-2 in Exhibit "A" sufficient to ensure the access necessary for Purchaser to fulfill its obligations pursuant to Section VI(a) and Section VI(b) below.

VI. MAINTENANCE RESPONSIBILITIES SUBSEQUENT TO CLOSING

The following obligations shall apply following Closing:

(a) Purchaser shall maintain the Property in a good, clean and first-class condition and repair at Purchaser's sole cost; and

(b) Seller shall not alter the improvements constructed by Seller on Seller's Property in any way so as to materially, adversely affect the structural support of the Required Improvements without written agreement of the Purchaser. Purchaser shall be permitted reasonable access on the Seller's Property so that Purchaser, at Purchaser's cost, may perform necessary maintenance associated with the structural support of the Required Improvements; and

(c) Effective as of Closing, Seller grants to Purchaser, and Purchaser grants to Seller, a non-exclusive easement solely with respect to minor, good-faith encroachments located on or about the Property or Seller Property, existing or otherwise under construction at the time of Closing or as shown on Exhibit B, which do not impact the use or enjoyment thereof.

The requirements of this Section shall survive Closing.

VII. MANNER OF PAYMENT

Full payment of the Purchase Price will be made at Closing in cash or wire transfer of immediately available United States funds.

VIII. PURCHASER'S ADDITIONAL CONTINGENCIES

Closing shall be contingent upon the following:

(a) The Seller shall complete the Required Improvements, such that the Property is in a condition acceptable to Purchaser in its reasonable discretion. Amendments to the Required Improvements shall be made only upon the written agreement of both Seller and Purchaser.

(b) Seller shall not encumber the Property with any new mortgages, liens, easements, leases, licenses, or restrictive covenants unless approved by Purchaser in its sole discretion.

(c) At Seller's expense, Seller shall diligently pursue all permits and approvals necessary so that the Property meets the Required Improvements. To the extent permitted by law, Purchaser shall use its best efforts to facilitate, and, where possible, expedite Seller's obtaining any and all subdivision and/or zoning approvals as may be required to complete the Required Improvements.

(d) Purchaser shall determine if these contingencies have been met in its reasonable discretion. Upon Purchaser's request, Seller shall provide Purchaser total and complete access to the Property to evaluate, investigate, and test if these contingencies have been met, during and subsequent to the completion of the Required Improvements. Seller shall complete all inspections required pursuant to Virginia Department of Transportation Inspection Manual issued March 2018, and shall promptly upon completion of each inspection provide to Purchaser copies of all associated inspections reports. Seller shall engage, at Seller's cost, the engineer of record for drawings attached hereto as Exhibit B, the Timmons Group, for purposes of meeting the obligations of the section, at a cost not-to-exceed fifty-thousand dollars (\$50,000). Seller shall, promptly upon completion of the Required Improvements, provide documentation satisfactory to Purchaser in its reasonable discretion that the Required Improvements (1) have been completed substantially in accordance with drawings attached hereto as Exhibit B, (2) meet all applicable specifications required state, local, and federal standards and specifications, and (3) have been approved by the engineer of record for the drawings attached hereto as Exhibit B. Seller shall, promptly upon completion of the Required Improvements, provide as-built plans to Purchaser. Time is of essence with respect to both parties.

(e) Seller shall obtain a temporary Certificate of Occupancy from the City of Richmond for the site improvements to be made to the Property as described in the Required Improvements.

(f) Seller obtain customary warranties for work and materials relating to the Required Improvements. Such warranties shall, at a minimum, guaranty all work relating to the completion of the Required Improvements for a period of one year, and all landscaping on the Property for a period of one year following the completion of the Required Improvements.

(g) If the contingencies set forth herein are not met and the CO is not issued within eight (8) months following the execution of this Agreement, except upon written agreement of both Purchaser and Seller to an extension of this time period, Purchaser may terminate this Agreement upon 30 days' written notice to the Seller, in which event the Deposit shall be promptly delivered to Purchaser upon such termination. Provided that Purchaser has appropriated the funds necessary to pay the Purchase Price, if the contingencies are met and the CO is issued within (30) days of Purchaser's written notice, then this Agreement shall not terminate and the parties shall proceed to Closing. Seller has agreed to the foregoing deadline in reliance on the Purchaser's agreement to diligently and promptly work with Seller in good faith, including, without limitation, promptly (i.e., within 5 business days) responding to all requests for information and plan reviews and performing all required inspections.

IX. REPRESENTATIONS AND WARRANTIES

As an inducement to Purchaser to consummate the transaction contemplated by this Agreement, Seller represents and warrants to Purchaser that now, and as of the Closing, each of the following are true:

(a) Seller has the right, power, and authority to enter into this Agreement and cause the Property to be sold in accordance with the terms and conditions hereof. All requisite limited liability company actions necessary to authorize Seller to enter into this Agreement and to perform its obligations have been taken.

(b) As of the Closing date, there will be no adverse or other parties in possession of the Property or any part thereof.

(c) Seller is unaware of any fact or condition which would result in the termination of the current access of the Property to any presently existing highways and roads adjoining or situated on the Property.

(d) Seller, to the best of its knowledge, is not a party to any litigation and is unaware of any pending or threatened litigation which arises from or affects the Property.

(e) To the best of Seller's knowledge, there are no service or maintenance contracts that will affect Property subsequent to Closing.

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

(g) Purchaser represents that it has the right, power, and authority to enter into this Agreement and cause the Property to be purchased in accordance with the terms and conditions hereof. All requisite municipal actions and approvals necessary to authorize the Purchaser to enter into this Agreement have been taken and secured from the City Council for the City of Richmond, Virginia. The individual executing this Agreement on behalf of the Purchaser has the authority and has been duly authorized by all necessary municipal actions to so execute this Agreement.

X. OBLIGATIONS OF SELLER

Seller agrees with Purchaser that from the date of execution of this Agreement until Closing or earlier termination of this Agreement, Seller shall:

(a) advise Purchaser promptly of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property which instituted or threatened after the date of execution of this Agreement;

(b) not take, or omit to take, any action that would have the effect of violating any representations, warranties, covenants, or agreements of Seller contained in this Agreement; and

(c) not take any action or permit any action to be taken which would change the physical characteristics of the Property without Purchaser's consent, except for site improvements contemplated hereunder.

XI. COMPLIANCE

Seller and Purchaser shall comply with all federal, state, and local laws, rules, and regulations.

XII. DEFAULT BY PURCHASER

In the event of Purchaser's default under this Agreement by not paying the Purchase Price at scheduled Closing for any reason other than the non-appropriation of funds, and Seller is not otherwise in default under this Agreement, then Seller may seek all remedies available at law and equity and the Deposit shall be retained by Seller. In no event shall the Seller have any recourse against, or satisfaction be sought from, the private property of any officer, commissioner, council member, director, employee, or agent of Purchaser.

XIII. DEFAULT BY SELLER

In the event of Seller's default under this Agreement that continues for more than ten (10) days following written notice from Purchaser to Seller, Purchaser shall be entitled terminate this Agreement, in which event the Closing agent shall promptly return to Purchaser the Deposit, and Purchaser shall have all rights available by law and equity, including but not limited specific performance.

XIV. LITIGATION, COSTS

In the event of any litigation between Purchaser and Seller arising under or in connection with this Agreement, each party shall bear its own costs.

XV. ASSIGNMENT

This Agreement may be assigned by Purchaser to any individual, entity, or successor of Purchaser without the written consent of Seller.

XVI. ENTIRE AGREEMENT

This Agreement shall be deemed to contain the final and entire Agreement between the parties. Any purported modification, alteration, or addendum to this Agreement shall be deemed valid only when reduced to writing and executed by the parties hereto.

XVII. BINDING AGREEMENT; TIME IS OF THE ESSENCE

This Agreement shall be binding upon and shall inure to the benefit of parties hereto and their respective successors and assigns. Time is of the essence with respect to the terms of this Agreement.

XVIII. APPLICABLE LAW

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 laws 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.

XIX. FORUM AND VENUE

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.

XX. DAMAGE OR DESTRUCTION PRIOR TO CLOSING

Seller shall bear the risk of all loss or damage to the Property from all causes through the time of Closing. Seller represents that it has, and shall maintain through the date of Closing, a policy of fire and extended coverage insurance in at least the full case value of the Required Improvements to be completed on the Property. If at any time prior to Closing any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give notice thereof to Purchaser, and Purchaser shall have the option of either: (i) terminating this Agreement, in which event the Deposit shall be promptly delivered to Purchaser upon such termination; or (ii) proceeding to Closing, in which event all paid and unpaid claims insurance proceeds and other rights in connection with any such losses to or on the Property shall be paid, assigned, or conveyed to Purchaser. The provisions of this Section shall in no way limit Seller's other liabilities as set forth elsewhere in this Agreement.

XXI. AUTHORIZATION

The Chief Administrative Officer of the City of Richmond, Virginia, or her designee, shall be authorized to act on behalf of the Purchaser under this Agreement.

XXII. COUNTERPARTS; NOTICES

This Agreement may be executed in one or more counterparts and constitute but one and the same instrument. All notices required hereunder shall be in writing and delivered by hand, by national overnight courier, or sent by certified mail, postage prepaid and return receipt requested to the following addresses:

Seller: The Locks Tower I, LLC
 c/o The WVS Companies
 300 South 12th Street
 Richmond, Virginia 23219
 Attn: Richard Souter

Purchaser: Chief Administrative Officer
900 East Broad Street, Suite 200
Richmond, Virginia 23219

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

Or to such other address as the intended recipients may have specified in a written notice to the other party. Notice shall be deemed effective when delivered by hand or overnight courier or when received if sent by certified mail.

XXIII. NO THIRD PARTY; NO JOINT VENTURE

This Agreement shall not create any right for, or cause any right to vest in, any party not a party hereto. Nothing in this Agreement shall be construed as making either party hereto a partner or joint venture with the other or any other party not a part hereto.

XXIV. APPRAISAL

Following completion of the construction of the Required Improvements, the parties agree to share equally the cost of an appraiser to establish the value of the Property. The parties acknowledge that the appraiser's determination of value may exceed the Purchase Price. The City will have no obligation to pay any difference between the Purchase Price and the appraised value. The City will, subject to any required approval by the City Council of the City of Richmond, accept as a gift the difference between the appraised value and the Purchase Price. Upon acceptance of such gift, the City will execute such documents as may be reasonably necessary for Seller's tax purposes. This paragraph shall survive closing.


XXV. SUBJECT TO APPROPRIATION/FURTHER ASSURANCES

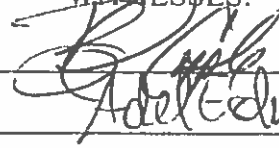
The Purchaser shall be liable under this Agreement, financially and otherwise, only to the extent that funds are appropriated by the City Council of the City of Richmond, Virginia. Seller's obligation to commence construction of the site improvements at the Property is subject to such appropriations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written:

SELLER:

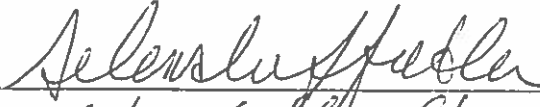
THE LOCKS TOWER I, LLC, a Virginia limited liability company



By: 
Name: Richard Souter
Title: Manager
Date signed: 4/25/19

WITNESSES:

Adel Edward

PURCHASER:

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

By: 
Name: Sedona Cuffee Glenn
Title: CEO
Date Signed: 4/26/19

WITNESSES:

Elizabeth H. D'Arcy

Jeff Gray

Approved as to form:

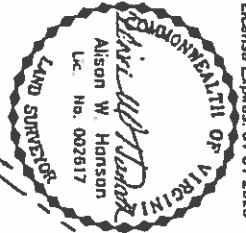

Assistant City Attorney, City of Richmond

EXHIBIT A (PG. 1 OF 6)

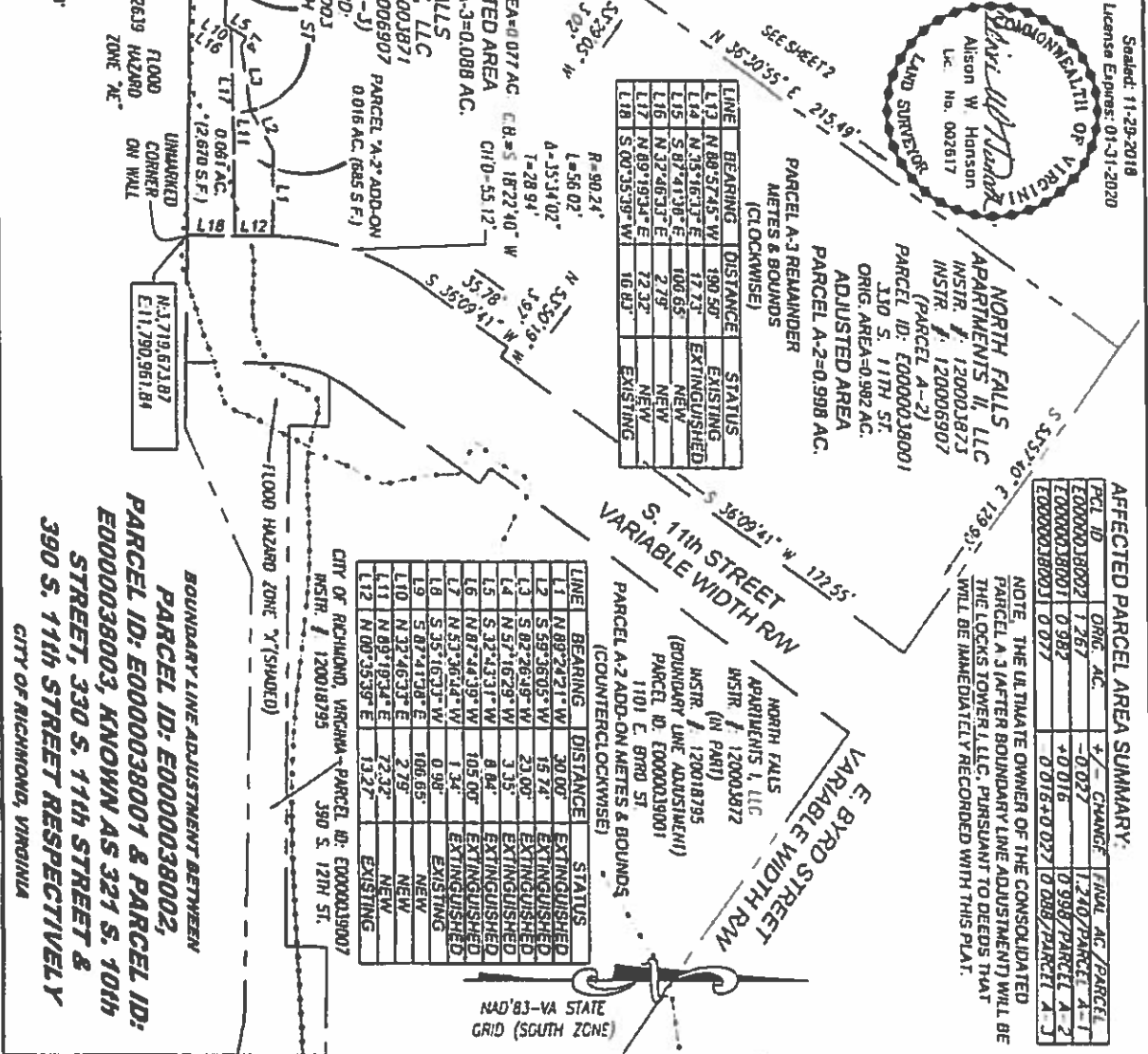
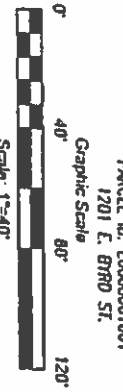
GENERAL NOTES:

1. THIS PLAT IS BASED UPON A FIELD RUN SURVEY, CONCLUDED ON MAY 02, 2016. PHYSICAL IMPROVEMENTS ARE NOT SHOWN.
2. THE PROPERTY SHOWN HEREON FALLS ON OR NEAR THE FOLLOWING FLOOD HAZARD ZONES: "X" (SHADED) - AREAS IN THE 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH DEPTHS OF LESS THAN 1 FOOT OR DRAINAGES AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND "AE" ELEVATION = 37'. BASE FLOOD ELEVATIONS DETERMINED (NAVD89). THE APPROXIMATE BOUNDARY LIMITS OF THESE AREAS ARE SHOWN AS SCALED FROM FEMA FLOOD INSURANCE RATE MAPS, MAP NUMBER 5101290031D, REVISED DATE: 04-02-2009 & MAP NUMBER 5101290041E, REVISED DATE: 07-16-2014.
3. DURING THE COURSE OF OUR SURVEY, NO CEMETERIES WERE OBSERVED TO EXIST. NO FURTHER INVESTIGATIONS HAVE BEEN MADE TO VERIFY THE EXISTENCE (OR NON-EXISTENCE) OF ANY POSSIBLE CEMETERIES LOCATED ON THE SUBJECT PREMISES. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY. THIS PARCEL IS SUBJECT TO ALL ENCUMBRANCES AND/OR EASEMENTS OF RECORD.
4. ALL CORNERS WILL SET WITHIN SIX (6) MONTHS UPON RECORDATION OF THIS PLAT.
5. ** SEE SHEET 2 FOR BOUNDARY LINE ADJUSTMENT NOTES. ** SEE SHEETS 4, 5 AND 6 FOR LEGAL DESCRIPTIONS.

Sheet: 11-29-2018
License Expires: 01-31-2020



Sheet Status:
FINAL
Submittal Date:
11-29-2018



LINE	BEARING	DISTANCE	STATUS
L13	N 89° 57' 45" W	190.50'	EXISTING
L14	N 35° 16' 33" E	17.73'	EXTINGUISHED
L15	S 87° 41' 38" E	100.65'	NEW
L16	N 37° 46' 33" E	2.79'	NEW
L17	N 89° 19' 34" E	22.32'	NEW
L18	S 00° 35' 39" W	10.83'	EXISTING

LINE	BEARING	DISTANCE	STATUS
L1	N 89° 24' 21" W	30.00'	EXTINGUISHED
L2	S 59° 36' 05" W	15.74'	EXTINGUISHED
L3	S 02° 26' 49" W	23.00'	EXTINGUISHED
L4	N 57° 16' 29" W	3.35'	EXTINGUISHED
L5	S 32° 43' 31" W	8.84'	EXTINGUISHED
L6	N 87° 44' 39" W	105.00'	EXTINGUISHED
L7	N 53° 36' 14" W	1.34'	EXTINGUISHED
L8	S 35° 16' 33" W	0.98'	EXTINGUISHED
L9	S 87° 41' 38" E	106.65'	NEW
L10	N 37° 46' 33" E	2.79'	NEW
L11	N 89° 19' 34" E	22.32'	NEW
L12	N 00° 35' 39" E	13.27'	EXISTING

AFFECTED PARCEL AREA SUMMARY:

PARCEL ID	ORIG. AC.	+/- CHANGE	FINAL AC. / PARCEL
E0000038002	1.267	-0.027	1.240 / PARCEL A-1
E0000038001	0.982	+0.016	1.098 / PARCEL A-2
E0000038003	0.077	0.016+0.027	0.093 / PARCEL A-3

NOTE: THE UTILIMATE OWNER OF THE CONSOLIDATED PARCEL A 3 (AFTER BOUNDARY LINE ADJUSTMENT) WILL BE THE LOCKS TOWER, LLC. PURSUANT TO DEEDS THAT WILL BE IMMEDIATELY RECORDED WITH THIS PLAT.

BOUNDARY LINE ADJUSTMENT BETWEEN
PARCEL ID: E0000038001 & PARCEL ID: E0000038003, KNOWN AS 321 S. 1014 STREET, 330 S. 1144 STREET & 390 S. 1114 STREET RESPECTIVELY
 CITY OF RICHMOND, VIRGINIA



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Job #: TG1601 02
 Date: 10-10-2018
 Sheet: 1 of 6
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 Checked By: WFW

EXHIBIT A (PG. 2 OF 6)

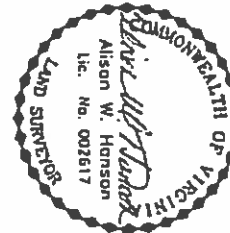
AFFECTED PARCEL AREA SUMMARY:

PLT ID	ORG. AC.	+/- CHANGE	FINAL AC./PARCEL
E0000038002	1.267	-0.077	1.240/PARCEL A-1
E0000038001	0.982	+0.016	0.998/PARCEL A-2
E0000038003	0.077	-0.016+0.027	0.088/PARCEL A-3

PARCEL A-3 ADD-ON
METERS & BOUNDS
(CLOCKWISE)

LINE	BEARING	DISTANCE	STATUS
L19	N 89°57'45" W	67.45'	EXISTING
L20	N 29°06'00" W	90.56'	EXISTING
L21	N 36°27'37" E	2.15'	EXISTING
L22	S 29°21'00" E	77.30'	NEW
L23	S 87°41'38" E	65.09'	NEW
L24	N 36°30'27" E	3.56'	NEW
L25	S 87°41'38" E	14.76'	NEW
L26	S 35°16'33" W	17.73'	EXTINGUISHED

Scaled: 11-29-2018
License Expires: 01-31-2020

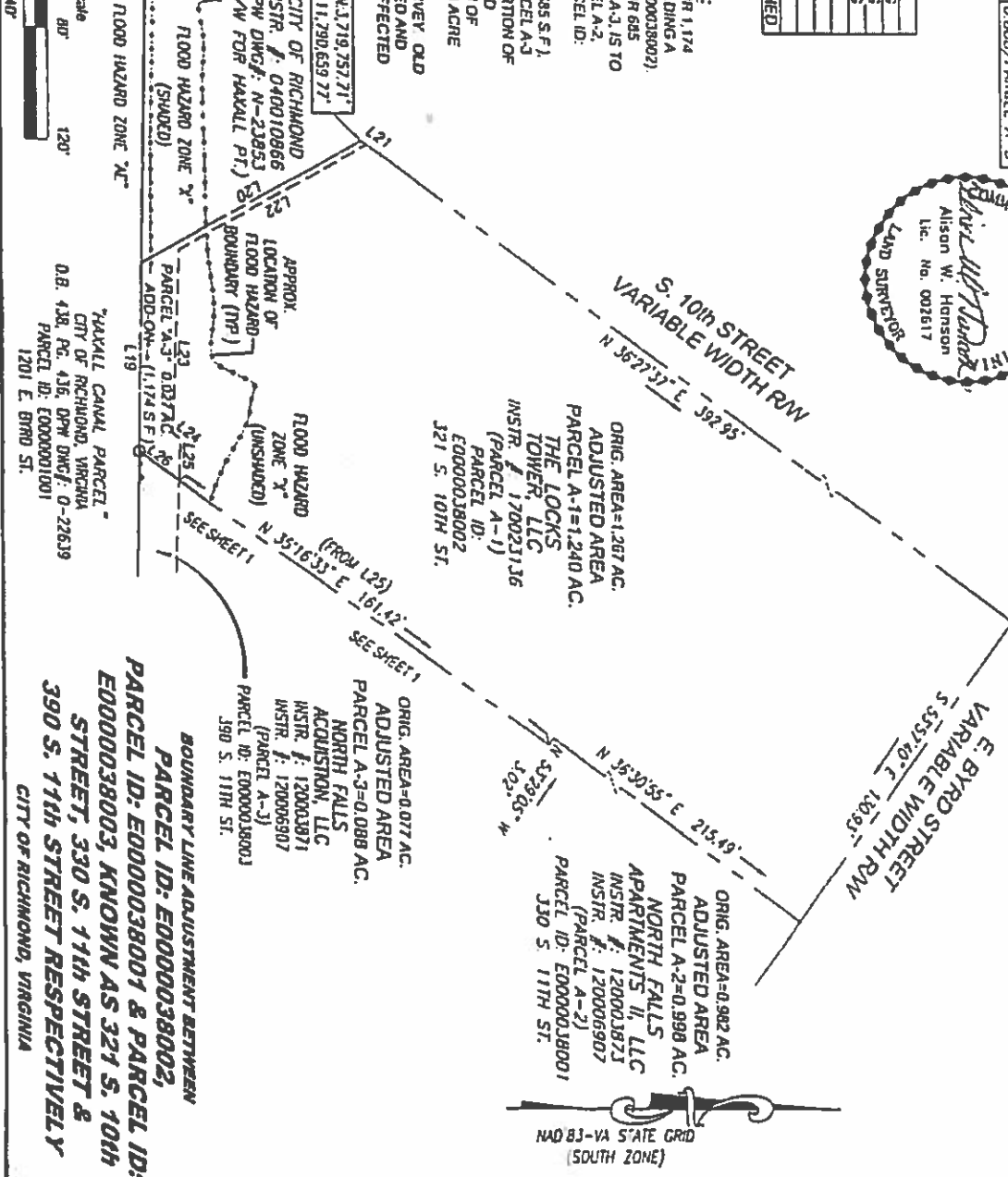


BOUNDARY LINE ADJUSTMENT NOTES:

1. PARCEL A-1: PARCEL A-3 ADD-ON (0.027 AC. OR 1.174 S.F.) IS SUBTRACTED FROM THIS PARCEL YIELDING A TOTAL AREA OF 1.240 ACRES (PARCEL ID: E0000038002).
 2. PARCEL A-2: PARCEL A-2 ADD-ON (0.016 AC. OR 685 S.F.) BEING A PORTION OF ORIGINAL PARCEL A-1, IS TO BE ADDED TO AND BECOME A PART OF PARCEL A-2, YIELDING A TOTAL AREA OF 0.988 ACRE (PARCEL ID: E0000038001).
 3. PARCEL A-3: PARCEL A-2 ADD-ON (0.016 AC. 685 S.F.) IS SUBTRACTED FROM THIS PARCEL AND PARCEL A-3 ADD-ON (0.027 AC. OR 1.174 S.F.) BEING A PORTION OF ORIGINAL PARCEL A-1, IS TO BE ADDED TO AND BECOME A PART OF THE REMAINING PORTION OF PARCEL A-3, YIELDING A TOTAL AREA OF 0.088 ACRE (PARCEL ID: E0000038003).
 4. NO NEW PARCELS ARE CREATED BY THIS SURVEY. OLD LOT LINES ARE TO BE EXTINGUISHED AS NOTED AND THE NEW LOT LINES ARE TO TAKE EFFECT. AFFECTED PARCEL AREAS ARE SUMMARIZED ABOVE.
- ** SEE SHEET 1 FOR GENERAL NOTES.
** SEE SHEETS 4, 5 AND 6 FOR LEGAL DESCRIPTIONS.

NOTE: THE ULTIMATE OWNER OF THE CONSOLIDATED PARCEL A-3 (AFTER BOUNDARY LINE ADJUSTMENT) WILL BE THE LOCKS TOWER, LLC, PURSUANT TO DEEDS THAT WILL BE IMMEDIATELY RECORDED WITH THIS PLAT.

Sheet Status:
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Substantial Date:
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NAD 83-VA STATE GRID (SOUTH ZONE)



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Job #: TG1601 02
Date: 10-10-2018
Sheet: 2 of 6
Drawn By: WFW
Checked By: WFW

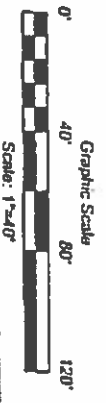
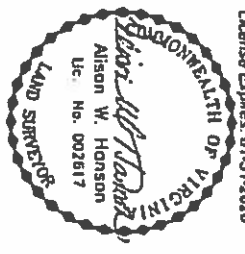
EXHIBIT A (PG. 3 OF 6)

AFFECTED PARCEL AREA SUMMARY:

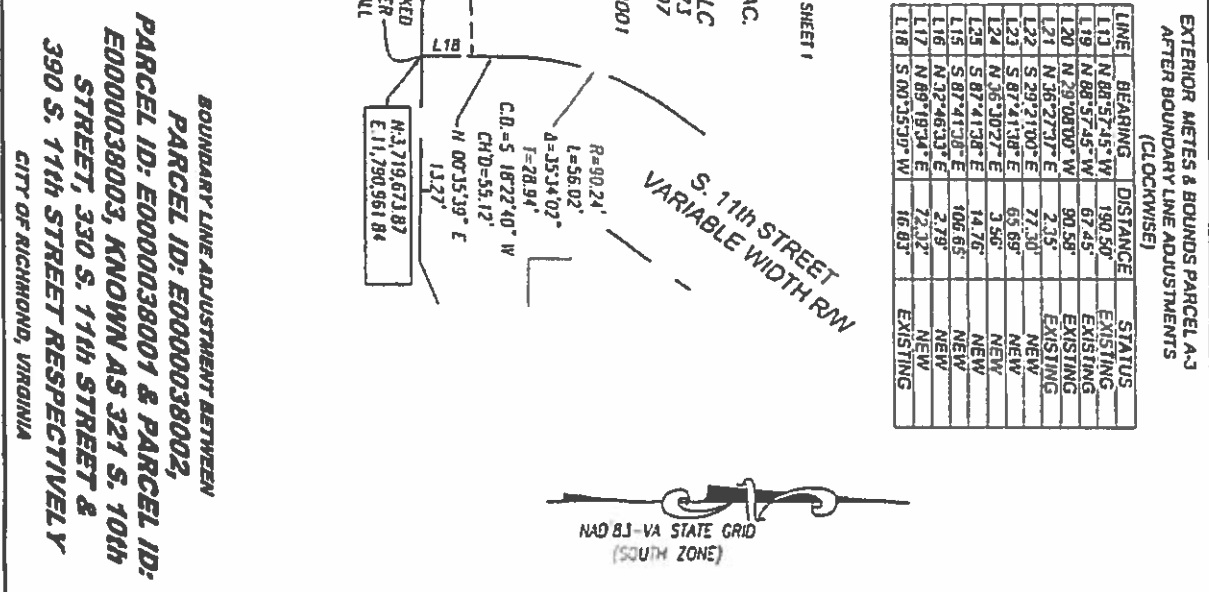
Parcel ID	Orig. Ac.	+/- Change	Final Ac./Parcel
E0000038001	1.267	-0.027	1.240/PARCEL A-1
E0000038002	0.382	+0.016	0.398/PARCEL A-2
E0000038003	0.077	-0.018+0.077	0.089/PARCEL A-3

SEE SHEET 1 FOR GENERAL NOTES.
 SEE SHEET 2 FOR ADJACENT LINE ADJUSTMENT NOTES.
 SEE SHEETS 4, 5 AND 6 FOR LEGAL DESCRIPTIONS.

Sheet Status:
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 Submittal Date:
 11-29-2018



Sealed: 11-29-2018
 License Expires: 01-31-2020



EXTERIOR METES & BOUNDS PARCEL A-3 AFTER BOUNDARY LINE ADJUSTMENTS (CLOCKWISE)

LINE	BEARING	DISTANCE	STATUS
L13	N 88°57'45" W	190.50'	EXISTING
L19	N 88°57'45" W	67.45'	EXISTING
L20	N 29°08'00" W	90.58'	EXISTING
L21	N 36°27'37" E	2.35'	EXISTING
L22	S 29°21'00" E	77.30'	NEW
L23	S 67°44'18" E	65.69'	NEW
L24	N 36°30'27" E	3.56'	NEW
L25	S 87°41'38" E	14.76'	NEW
L15	S 87°41'38" E	106.65'	NEW
L16	N 32°46'33" E	2.79'	NEW
L17	N 89°18'34" E	72.12'	NEW
L18	S 00°35'00" W	16.83'	EXISTING



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Job #: TG1601 02
 Date: 10-10-2018
 Sheet: 3 of 6
 Drawn By: WFW
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EXHIBIT A (Pg. 4 of 6)

PARCEL A-1: LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING PARCEL NUMBER E0000038002 AND CONTAINING 1.267 ACRES, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESIGNATED AS PARCEL A-1 ON A CERTAIN PLAN OF SURVEY ENTITLED "1/11/ACSA LAND TITLE SURVEY SHOWING APPROXIMATE TO TRACT PARCELS OF LAND AT THE SE AND SW CORNERS OF S. 11th ST. AND E. BRD ST. CITY OF RICHMOND, VA. PREPARED BY SHRODACH & ASSOCIATES, LLC DATED FEBRUARY 14, 2012, SAID PLAN BEING RECORDED BY THE CLERK'S OFFICE IN INSTRUMENT NUMBER 120006907 AND FURTHER SHOWN ON A CERTAIN PLAN OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL ID: E0000038002, PARCEL ID: E0000038001 & PARCEL ID: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT A POINT AT THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET AND THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BRD STREET;

1. THENCE PROCEEDING ALONG THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BRD STREET, S 53°57'40" E 130.93', TO A POINT;
2. THENCE LEAVING SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BRD STREET, S 36°30'55" W 213.49', TO A POINT;
3. THENCE S 53°29'05" E 102', TO A POINT;
4. THENCE S 53°16'33" W 179.15', TO A POINT, SAID POINT BEING ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL;
5. THENCE PROCEEDING ALONG THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL, N 85°57'45" W 67.45', TO A POINT, SAID POINT BEING ON THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET;
6. THENCE PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL POINT, N 29°09'00" W 90.50', TO A POINT, SAID POINT BEING ON THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET;
7. THENCE PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET, N 36°27'37" E 395.30', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 1.267 ACRES OR 55173 SQUARE FEET, MORE OR LESS.

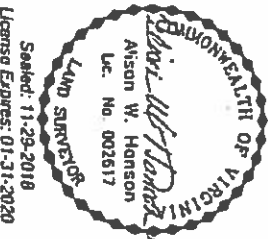
LESS AND EXCEPT THE FOLLOWING: ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING A PORTION OF PARCEL NUMBER E0000038002 AND CONTAINING 0.027 ACRE, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESIGNATED AS PARCEL A-3 AND OR "AS SHOWN ON A CERTAIN PLAN OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL ID: E0000038002, PARCEL ID: E0000038001 & PARCEL ID: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL, SAID POINT BEING S 85°57'45" E 67.45' FROM THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL POINT AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL;

1. THENCE PROCEEDING ALONG THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL, N 85°57'45" W 67.45', TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL POINT AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAZELL CAVL;
2. THENCE PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET, N 36°27'37" E 2.35', TO A POINT;
3. THENCE LEAVING THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET, NEW LINE, S 29°21'00" E 77.30', TO A POINT;
4. THENCE PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET WITH A NEW LINE, S 87°41'38" E 65.69', TO A POINT;
5. THENCE WITH A NEW LINE, N 36°30'27" E 14.76', TO A POINT, SAID POINT BEING ON THE COMMON LINE BETWEEN THE PARCEL BEING CURRENTLY DESCRIBED AND EXISTING PARCEL "A-3";
6. THENCE WITH A NEW LINE, S 87°41'38" E 14.76', TO A POINT, SAID POINT BEING ON THE COMMON LINE BETWEEN THE PARCEL BEING CURRENTLY DESCRIBED AND EXISTING PARCEL "A-3";
7. THENCE WITH THE COMMON LINE BETWEEN THE PARCEL BEING CURRENTLY DESCRIBED AND EXISTING PARCEL "A-3", S 35°16'33" W 172.31', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.027 ACRE OR 1174 SQUARE FEET, MORE OR LESS.

THE TOTAL AREA OF PARCEL A-1 AFTER ADJUSTMENT BEING 1.240 ACRES OR 53,999 SQUARE FEET, MORE OR LESS.

Sheet Status:
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Submittal Date:
11-29-2018



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License Expires: 01-31-2020

LEGAL DESCRIPTIONS
BOUNDARY LINE ADJUSTMENT BETWEEN
PARCEL ID: E0000038002,
PARCEL ID: E0000038001 & PARCEL ID:
E0000038003, KNOWN AS 321 S. 10th
STREET, 330 S. 11th STREET &
390 S. 11th STREET RESPECTIVELY
CITY OF RICHMOND, VIRGINIA



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Job #: TG1601 02
Date: 10-10-2018
Sheet: 4 of 6
Drawn By: WFW
Checked By: WFW

EXHIBIT A (Pg. 5 of 6)

PARCEL A-2: LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING PARCEL NUMBER E0000038001 AND CONTAINING 0.982 ACRE, LING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESCRIBED AS PARCEL A-2 ON A CERTAIN PLAN OF SURVEY ENTITLED "ALTA/ACS LAND TITLE SURVEY SHOWING EXISTING IMPROVEMENTS TO THREE PARCELS OF LAND AT THE SE AND SW CORNERS OF S. 11th ST. AND E. 11th ST. CITY OF RICHMOND, VA." PREPARED BY SHORBRICH & ASSOCIATES, LLC DATED FEBRUARY 14, 2012, SAID PLAN BEING RECORDED IN THE CLERK'S OFFICE IN INSTRUMENT NUMBER 120006907 AND FURTHER SHOWN ON A CERTAIN PLAN OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL ID: E0000038002, PARCEL ID: E0000038001 & PARCEL ID: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. THENCE, FROM THE POINT OF BEGINNING, PROCEEDING ALONG THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, S 53°57'40" E 129.90', TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BIRD STREET, THENCE, PROCEEDING ALONG THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BIRD STREET, THENCE, PROCEEDING ALONG THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BIRD STREET, 5 53°57'40" E 130.93' TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;
2. THENCE, FROM THE POINT OF BEGINNING, PROCEEDING ALONG THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BIRD STREET, 5 53°57'40" E 129.90', TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF EAST BIRD STREET AND THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET;
3. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, S 36°09'41" W 122.55', TO A POINT;
4. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, S 36°09'41" W 35.78', TO A POINT;
5. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 90.24', AN ARC LENGTH OF 56.02', A CHORD BEING 53°34'02", A CHORD BEARING OF S 18°27'40" W, AND A CHORD LENGTH OF 55.12', TO A POINT;
6. THENCE, LEAVING THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, N 89°24'21" W 30.00', TO A POINT;
7. THENCE, S 59°36'05" W 15.74', TO A POINT;
8. THENCE, S 82°26'49" W 21.00', TO A POINT;
9. THENCE, N 57°16'29" W 3.35', TO A POINT;
10. THENCE, S 32°43'31" W 8.84', TO A POINT;
11. THENCE, N 87°44'39" W 105.00', TO A POINT;
12. THENCE, N 53°16'44" W 1.34', TO A POINT;
13. THENCE, N 57°16'29" W 1.02', TO A POINT;
14. THENCE, N 53°29'05" W 1.02', TO A POINT;
15. THENCE, N 36°30'55" E 215.49', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.982 ACRE OR 42,765 SQUARE FEET, MORE OR LESS.

Sheet Status:
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Submittal Date:
11-29-2018

TOGETHER WITH THE FOLLOWING: ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING A PORTION OF PARCEL NUMBER E0000038003 AND CONTAINING 0.016 ACRE, LING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESCRIBED AS "PARCEL A-2 ADD ON" AS SHOWN ON A CERTAIN PLAN OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL ID: E0000038002, PARCEL ID: E0000038001 & PARCEL ID: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. THENCE, FROM THE POINT OF BEGINNING, N 35°16'33" E 0.98', TO A POINT, EXTINGUISHED, TO A POINT;
2. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, S 53°16'44" E 1.34', SAID LINE TO BE EXTINGUISHED, TO A POINT;
3. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, S 87°44'39" E 105.00', SAID LINE TO BE EXTINGUISHED, TO A POINT;
4. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, N 32°43'31" E 8.84', SAID LINE TO BE EXTINGUISHED, TO A POINT;
5. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, S 57°16'29" E 3.35', SAID LINE TO BE EXTINGUISHED, TO A POINT;
6. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, N 82°26'49" E 21.00', SAID LINE TO BE EXTINGUISHED, TO A POINT;
7. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, N 59°36'05" E 15.74', SAID LINE TO BE EXTINGUISHED, TO A POINT;
8. THENCE, WITH THE EXISTING COMMON LINE OF PARCEL A-2, S 89°24'21" E 30.00', SAID LINE TO BE EXTINGUISHED, TO A POINT, SAID POINT BEING ON THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET;
9. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, S 07°35'39" W 13.27', TO A POINT;
10. THENCE, PROCEEDING ON A NEW LINE AND LEAVING THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, S 89°19'34" W 72.32', TO A POINT;
11. THENCE, PROCEEDING ON A NEW LINE, S 32°46'33" W 2.79', TO A POINT;
12. THENCE, PROCEEDING ON A NEW LINE, N 87°41'30" W 106.65', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.016 ACRE OR 695 SQUARE FEET, MORE OR LESS.

THE TOTAL AREA OF PARCEL A-2 AFTER ADJUSTMENT BEING 0.998 ACRE OR 43,450 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTIONS
BOUNDARY LINE ADJUSTMENT BETWEEN
PARCEL ID: E0000038001 & PARCEL ID:
E0000038003, KNOWN AS 321 S. 10th
STREET, 330 S. 11th STREET &
390 S. 11th STREET RESPECTIVELY
CITY OF RICHMOND, VIRGINIA

Sheet: 11-29-2018
License Expires: 01-31-2020



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Rev #	Rev Date

Job #: TG1601.02
Date: 10-10-2018
Sheet: 5 of 6
Drawn By: WFW
Checked By: WFW

EXHIBIT A (PG. 6 OF 6)

PARCEL A-3: LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING PARCEL NUMBER E0000038001 AND CONTAINING 0.077 ACRE, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESCRIBED AS PARCEL A-3 ON A CERTAIN PLAT OF SURVEY ENTITLED "ALFACU LAND TRUST SURVEY SHOWING IMPROVEMENTS TO CERTAIN PARCELS OF LAND AT THE SE AND SW CORNERS OF S. 11th ST. AND E. BRD ST. CITY OF RICHMOND, VA." PREPARED BY SANDRACH & ASSOCIATES, LLC DATED FEBRUARY 14, 2012, SAID PLAT BEING RECORDED IN THE CLERK'S OFFICE IN DISTRICT NUMBER 12006907 AND FURTHER SHOWN ON A CERTAIN PLAT OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL D: E0000038002, PARCEL D: E0000038001 & PARCEL D: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BEGINS AT A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, SAID POINT BEING S 85°57'45" E 67.45' FROM THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL POINT AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, THENCE LEAVING THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL THE FOLLOWING DISTANCE COURSES AND DISTANCES:
1. THENCE, N 35°16'33" E 18.71', TO A POINT;
2. THENCE, S 53°56'44" E 1.34', TO A POINT;
3. THENCE, S 87°41'39" E 105.00', TO A POINT;
4. THENCE, N 32°43'31" E 8.84', TO A POINT;
5. THENCE, S 57°16'29" E 1.35', TO A POINT;
6. THENCE, N 82°26'49" E 21.00', TO A POINT;
7. THENCE, N 55°36'05" E 15.74', TO A POINT;
8. THENCE, S 89°24'21" E 30.00', TO A POINT, SAID POINT BEING ON THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET;
9. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, BEGINS AT A POINT, SAID POINT BEING ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, SAID POINT BEING ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, N 85°57'45" W 190.50', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.077 ACRE OR 3.355 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE FOLLOWING: ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING A PORTION OF PARCEL NUMBER E0000038002 AND CONTAINING 0.027 ACRE, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESCRIBED AS PARCEL A-3 AND ON A CERTAIN PLAT OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL D: E0000038002, PARCEL D: E0000038001 & PARCEL D: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BEGINS AT A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, SAID POINT BEING S 85°57'45" E 67.45' FROM THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL POINT AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, THENCE, PROCEEDING ALONG THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, N 85°57'45" W 67.45', TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL;
2. THENCE, PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, N 29°08'00" W 90.58', TO A POINT, SAID POINT BEING ON THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET;
3. THENCE, PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET, THENCE, PROCEEDING ALONG THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET,

Sheet Status:
FINAL
Submittal Date:
11-29-2018

NOTE: THE ULTIMATE OWNER OF THE CONSOLIDATED PARCEL A-3 (AFTER BOUNDARY LINE ADJUSTMENT) WILL BE THE LOCUS TOWER, LLC, PURSUANT TO DEEDS THAT WILL BE IMMEDIATELY RECORDED WITH THIS PLAT.

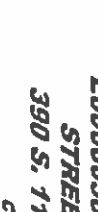
4. THENCE, LEAVING THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 10th STREET WITH A NEW LINE, S 29°21'00" E 77.30', TO A POINT;
5. THENCE, WITH A NEW LINE, S 87°41'39" E 65.69', TO A POINT;
6. THENCE, WITH A NEW LINE, N 36°50'27" E 3.56', TO A POINT;
7. THENCE, WITH A NEW LINE, S 87°41'39" E 14.76', TO A POINT, SAID POINT BEING ON THE COMMON LINE BETWEEN THE PARCEL BEING CURRENTLY DESCRIBED AND EXISTING PARCEL "A-3";
8. THENCE, WITH THE COMMON LINE BETWEEN THE PARCEL BEING CURRENTLY DESCRIBED AND EXISTING PARCEL "A-3", S 35°16'33" W 17.73', SAID LINE TO BE DEDICATED, TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.077 ACRE OR 3.355 SQUARE FEET, MORE OR LESS, COURSE 10, BEING HEREBY DEDICATED, THEREBY CONVEYING THIS PARCEL WITH EXISTING PARCEL "A-3".

LESS AND EXCEPT THE FOLLOWING: ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES HERETO, BEING A PORTION OF PARCEL NUMBER E0000038003 AND CONTAINING 0.016 ACRE, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA AND BEING DESCRIBED AS PARCEL A-2 AND ON A CERTAIN PLAT OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT BETWEEN PARCEL D: E0000038002, PARCEL D: E0000038001 & PARCEL D: E0000038003, KNOWN AS 321 S. 10th STREET, 330 S. 11th STREET & 390 S. 11th STREET RESPECTIVELY", PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED OCTOBER 10, 2018, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COURCING AT A POINT AT THE INTERSECTION OF THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL POINT AND THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, PROCEEDING ALONG THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, S 85°57'45" E 67.45' TO A POINT, THENCE LEAVING THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, N 35°16'33" E 17.73', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

1. THENCE, FROM THE POINT OF BEGINNING, N 35°16'33" E 0.98', TO A POINT;
2. THENCE, S 53°56'44" E 1.34', TO A POINT;
3. THENCE, S 87°41'39" E 105.00', TO A POINT;
4. THENCE, N 32°43'31" E 8.84', TO A POINT;
5. THENCE, S 57°16'29" E 1.35', TO A POINT;
6. THENCE, N 82°26'49" E 21.00', TO A POINT;
7. THENCE, N 55°36'05" E 15.74', TO A POINT;
8. THENCE, S 89°24'21" E 30.00', TO A POINT, SAID POINT BEING ON THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET;
9. THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF SOUTH 11th STREET, BEGINS AT A POINT, SAID POINT BEING ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, SAID POINT BEING ON THE NORTHERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, THENCE, PROCEEDING ALONG THE WESTERN BOUNDARY OF THE RIGHT-OF-WAY LINE OF HAYALL CAVL, N 85°57'45" W 190.50', TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 0.016 ACRE OR 693 SQUARE FEET, MORE OR LESS.

Land Surveyor
Sasha: 11-29-2018
Licenses Expires: 01-31-2020



LEGAL DESCRIPTIONS
BOUNDARY LINE ADJUSTMENT BETWEEN
PARCEL ID: E0000038002,
PARCEL ID: E0000038001 & PARCEL ID:
E0000038003, KNOWN AS 321 S. 10th
STREET, 330 S. 11th STREET &
390 S. 11th STREET RESPECTIVELY
CITY OF RICHMOND, VIRGINIA

Rev #	Rev. Date

Job # TG1601 02
Date: 10-10-2018
Sheet: 6 of 6
Drawn By: WFW
Checked By: WFW

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EXHIBIT B

(Reference to DPW Dwg. #N-028722

Dated October 31, 2018)